

**General Conditions of Purchase
for Non-Product Related Services**
非产品相关服务之通用采购条件

<p>I. Conclusion of Contract/Legal Form Requirements/Offer</p> <p>1. Any legal relationship between the supplier and us shall be governed exclusively by the following terms and conditions. Terms and Conditions stipulated by the supplier as well as deviating agreements will be applicable only if confirmed by us in written form. Neither the fact that we do not expressly object to an agreement nor the acceptance of services or the payment thereof shall be deemed to be an acknowledgement.</p> <p>2. The contract as well as possible modifications, side agreements, declarations regarding the termination of the 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 for Non-Product Related Services.. If the supplier fails to accept an order within two weeks of receipt, we shall have the right to withdraw the order at any time.</p> <p>3. Agents commissioned by us with planning and/or inspection tasks do not have a general power of representation with respect to the supplier, in particular they are not entitled to vary any terms of the contract, to extend performance time-limits or to postpone performance dates and to legally admit invoiced amounts, wage claims, administration hours, material lists, measurements on site or the like. The supplier shall notify in written form any reservation or doubt exclusively and directly to the contact person stated on the order.</p> <p>4. The offer is free of costs and without any commitment for us. The supplier guarantees that prior to the making of the offer it has examined carefully the local circumstances and has made a clarification concerning the implementation of the services as well as the compliance with technical regulations and other regulations by inspection of the relevant documents. Additional costs incurring for the supplier by the fact that it failed to take sufficiently into account the relevant documents as well as the local and seasonal conditions, if necessary by further inquiries at our company, will not be acknowledged after the placing of the order.</p>	<p>I. 合同订立/法定形式要件/要约</p> <p>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。供应商的条款和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，均不构成对该等条款、条件和协议的确认。</p> <p>2. 合同及其所有修改、附属协议、该等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款中定义的书面文本形式做出，除非在该等规定的条件或本《非产品相关服务之通用采购条件》中另有其他规定。如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。</p> <p>3. 受我方委托执行计划和/或检查任务的代理人对供应商并不具有普遍代理权，尤其是，他们无权变更合同的任何条款、延长履行期限或推迟履行日期以及有效认可发票金额、薪金请求权、工作时间、材料清单、现场测量或类似事项。对于任何保留或疑惑，供应商应直接地和排他地以书面形式向订单中列明的联系人发出通知。</p> <p>4. 要约不产生任何费用，亦不使我方承担任何责任。供应商保证在发出要约之前，其已对当地环境进行了仔细调查，并且已经通过查阅相关文件清楚了解实施服务和遵守技术规范以及其它规范。供应商因未能充分考虑到相关文件以及当地和季节条件或对我司进一步必要的询问而发生的额外费用，在下订单后将不被我司接受。</p>
<p>II. Scope of Services/Changes in Scope of Services</p> <p>1. The supplier shall ensure that it will, in good</p>	<p>II. 服务范围/服务范围的变更</p> <p>1. 供应商应确保其业已适时地获取了有关我方对其服务预定用途的所有信</p>

time, have obtained all information relevant for our intended use of its services and about any data and circumstances to the extent such information is relevant for the fulfilment of the supplier's contractual obligations. The supplier shall examine all handed-over documents, also in relation to the local conditions, with respect to correctness as well as statements of preparatory work of third parties, if any. The supplier has to immediately inform us in written form on any reservations of any kind by stating the cause and has to bring about an agreement with us concerning the continuance of the work. The supplier shall guarantee that its services are suitable for a correct, safe and economic use as well as for the intended use and comply with the state of the art and science. When performing its services, 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. The supplier will also act in compliance with generally acknowledged safety and industrial medicine specifications as well as with our own company standards. For all services performed at our premises, the "Information on Protection of Labour, Environment and Security of the Works for Employees of Outside Companies" shall apply. The supplier shall notify us of any required governmental permits or notification requirements.

2. We shall be entitled to request from the supplier modifications in the performance, as long as the supplier can be reasonably expected to meet such requests. The supplier shall implement such modifications within a reasonable period of time. Mutually satisfactory agreements shall be concluded concerning the consequences of such modifications, in particular with regard to additional and reduced costs as well as with regard to performance dates and time-limits. We will determine such consequences within our reasonable discretion if an agreement regarding the matters outlined in the previous sentence cannot be reached within a reasonable period of time.

3. The supplier shall be obliged to propose to us any change which it deems necessary or advisable. After receipt of our written consent, the supplier shall implement said changes. As far as a change will result in additional or reduced costs and/or an exceeding of the time-limit, the supplier shall be obliged to draw our attention thereto simultaneously with its suggestion for change, and to submit a corresponding supplementary offer. Mutually satisfactory agreements shall be concluded concerning the consequences of such modifications, in particular with regard to additional and reduced costs as well as with regard to performance dates and time-limits. We will determine such consequences within our

息, 以及与供应商履行其合同义务相关的任何数据和情况。供应商应检验所有交付的文件和有关当地条件的文件的正确性以及第三方准备工作的说明(若有)。对于任何保留, 供应商必须立即以书面形式通知我方、说明原因并与我方达成继续该工作的协议。供应商保证: 其服务适于正确、安全和经济的使用, 以及适于预定的用途并有良好的工艺科技水平。在供应商提供其服务时, 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。供应商亦将遵守被普遍认可的安全和工业医学规范以及我方自有的公司标准。在我方场所履行的所有服务均应适用《关于外部公司雇员劳动保护、环境和安全的信息通告》。供应商应通知我方任何所须的政府许可或申报要求。

2. 我方有权要求供应商对履行进行更改, 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, 尤其是对增加或减少的成本以及履行时间和完成期限。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。

3. 供应商有义务就其认为必要或适当的变更向我方提出建议。在收到我方的书面同意后, 供应商应执行该等变更。如果变更会导致增加或减少费用和/或超过期限, 供应商就有义务在为该等变更提出建议的同时提请我方注意, 并提交相应的补充要约。双方应就该等更改可能引起的结果协商一致, 尤其是对增加或减少的成本以及履行时间和完成期限。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。

4. 在供应商不在场的情况下, 我方有权利但无义务接受以其名义做出的交付以及履行。但是, 即使存在确认收到的书面承认函, 我方对上述交付和履行的完整性和正确性亦不承担任何责任。所有保管的风险均应由供应商承担。

5. 供应商应以文件的形式证实在订单执行期间所进行的全部试验及其结果, 其中供应商应清楚注明相关服务的明确属性。除非约定了更长的保存期, 文件自验收后应至少保存5年, 并可应要求向

reasonable discretion if an agreement regarding the matters outlined in the previous sentence cannot be reached within a reasonable period of time.

4. We are entitled, but not obliged to accept deliveries and performances in the absence of the supplier in its name. We shall, however, not be liable for the completeness and correctness of said deliveries and performances, even in case of a written acknowledgement of receipt. All risks of storage shall be borne by the supplier.

5. The supplier shall prove by documents all tests carried out during the execution of the order as well as their results, wherein the supplier shall provide for a clear attribution to the respective services. The documentation shall be stored for at least five years from acceptance, unless a longer period of storage is agreed upon, and shall be made available to us upon request.

III. Delivery Dates/Default

Agreed dates and time limits are binding. A performance date or performance time-limit requirement shall be deemed observed if we or the consignee determined by our company will receive or accept the services according to the contract in time. The supplier shall inform us immediately in written form about any recognizable delay in delivery of its services by indicating 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 0.2 % will be charged for each commenced day of delay, but altogether a maximum penalty of 5% of the total order value. This agreement pertaining to the contractual penalty or enforcement thereof shall not affect any legal claims for a delay in delivery we are entitled to. Paid contractual penalties shall be set off against claims for damages. The contractual penalty may be claimed until the date of payment of the rendered service.

IV. Deployed Staff/Subagents

1. The supplier shall be obliged to deploy only staff for which it fulfils all provisions under tax law and social security law. The supplier may only deploy foreign workers requiring a work permit when they belong to its own staff and have a residence permit and a work permit being valid for the territory and period of time in which the services are to be performed. Corresponding documents have to be submitted upon request.

我方提供。

III. 交付日期/迟延履行

约定的日期和期限均具有约束力。如果我方或我公司确定的接受人及时收到或接受服务，则针对履行日期或履行期限的要求应被视为已被遵守。对于任何可知的延迟，供应商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。如果提供服务延迟，我方有权要求供应商支付违约金。对延迟一日，收取0.2%的违约金，但违约金最高不超过订单总金额的5%。本条款所包含的违约金或其执行的约定应不影响我方对延迟交付的任何法定索赔权。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的服务的支付日提出。

IV. 派遣的员工/分代理人

1. 供应商有义务仅派遣其为该等员工履行了税法和社会保障法的所有规定的员工。供应商派遣需要工作许可的外国员工必须在该等员工属于供应商自己的雇员并且拥有在服务履行的地域及期间内有效的居住许可和工作许可的情况下才可以。相应文件必须应要求提交。

2. The supplier may not deploy persons for fulfilling its contractual obligations which are employed by us. The supplier may also not deploy staff hired out to it by third parties in disregard of statutory provisions.

3. We are entitled at any time to expel staff members and persons employed in performing an obligation of the supplier from our premises or to refuse access to them when it seems appropriate to us because of safety reasons, in particular due to the behavior of the person in question. The supplier shall replace said person at its own expense.

4. Subagents may be commissioned only after our prior written consent thereto.

5. The supplier shall indemnify us upon our first written demand from and against all claims made by third parties (including official authorities) against us because of the fact that the supplier does not comply with the conditions as included in this contract under IV. The supplier has to obey the orders of the factory security.

V. Quality Management

The supplier shall at all times supervise the quality of its services. The supplier shall comply with our quality assurance agreements 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 another standard to be agreed upon with us.

VI. Acceptance

1. After proper completion of the commissioned services, the supplier shall declare with respect to us the readiness for acceptance and will hand over all documents belonging to the subject of the contract. Within a reasonable time after receipt of the declaration of readiness for acceptance we shall carry out the acceptance. If the examination of the services of the supplier requires a putting into operation of the equipment being the subject of the contract or the like for testing purposes (individual test, integration test), the acceptance will only be effected after a successful completion of the test.

2. Exceptionally, a partial acceptance will be made when otherwise the services of the supplier cannot be subjected to a later technical control due to the progress of the execution of the order.

3. The acceptance shall be carried out formally within the scope of a common local inspection. A record will be kept concerning the course and the

2. 供应商不得为履行其合同义务而派遣我方正在雇佣的人员。供应商亦不得无视法律规定派遣由第三方借用给供应商的人员。

3. 对于履行供应商义务的雇员和人员，我方有权在任何时候基于安全原因（尤其是该人员的行为所导致的）将其驱逐出我们的场地或拒绝其进入。供应商应自担费用更换该人员。

4. 只有经我方的事先书面同意，方可委托分代理人。

5. 对第三方（包括政府机关）因供应商未能遵守第IV条规定而对我方提起的所有索赔，供应商应在我方第一次发出书面所偿要求后立即进行补偿。供应商必须遵守工厂的安全规范。

V. 质量管理

供应商在任何时候均应监督其服务的质量。供应商应遵守我方适时修订的供应商质量保证协议，为此供应商应根据ISO9001或者符合我方所认可的标准建立质量保证体系。

VI. 验收

1. 在所委托的服务适时完成后，供应商应向我方声明验收已准备就绪，并移交所有与合同服务有关的文件。我方将在收到该准备就绪的声明后的合理时间内进行验收。如果检验供应商的服务要求将合同有关的设备或类似客体投入运营来测试（单体测试、整体测试），验收仅在测试成功完成后予以生效。

2. 作为例外，如果因为订单执行进程的原因，供应商的服务不能受制于后期的技术控制，则可进行部分验收。

3. 验收应在当地通常检验的范围内正式进行。有关验收过程和结果的记录应经双方签字并予以保存。任何拟制验收均应予以排除。

result of the acceptance which shall be signed by both parties. Any fictions of the acceptance are excluded.

4. Unless another agreement was made in the individual case, the procedure of the acceptance shall be subject to our guidelines.

5. Safety defects will always entitle us to reject the acceptance. The additional costs incurring for us and the supplier for repeated acceptances for which we are not responsible shall be borne by the supplier.

6. In case of services which due to the further progress in execution can no longer be inspected and examined at a later point of time, the supplier shall invite us to the examination in written form in good time. If the supplier fails to do so, it shall bear the costs for the necessary measures for the rendering possible of the examination upon request.

VII. Prices/Terms of Payment

1. The agreed prices are firm prices, unless invoicing on the basis of negotiated hourly rates is agreed upon. Unless otherwise agreed, payment shall 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 the time of receipt or acceptance of the service in compliance with the contract and receipt of a proper and verifiable invoice. If we receive and accept services at an earlier date than the date agreed upon, the payment period begins, however, with the agreed performance date at the earliest. We are entitled to choose the means 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, administration notes, material lists, our account, place of unloading, supplier number.

2. Any additional service shall be deemed discharged with the contractually agreed payment.

3. 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. 4. The supplier shall have the right to set-off against any of our claims or the right of retention, if and to the extent its claims are undisputed or its counterclaims are final and non-appealable.

5. We shall be entitled to set-off any claims of our affiliates within the meaning of Section 15 of the German Stock Corporation Act (AktG) against

4. 除非个案另有其他协议，验收程序应按照我方的指导方针进行。

5. 安全性瑕疵将赋予我们拒绝验收的权利。因责任不在我方的重复验收而发生的我们和供应商的额外费用应由供应商承担。

6. 如果因为执行中的进程原因会导致服务在后期不可能进行检验和审查，则供应商应适时以书面形式邀请我方进行查验。如果供应商未能做到这一点，其应负担因在我方提出要求时采取必要措施使查验成为可能所发生的费用。

VII. 价格/支付条款

1. 除非约定以协商的时间费率收费，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；60日内支付可享受2%的折扣，在90日内支付应支付实价。上述期限自按照合同收到或验收服务并收到适当的并可验证的发票时起算。若我方在一个比约定的日期更早的日期收到并接受服务，但支付期限仍最早自约定的履行日起算。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，但是应包括订单编号，订单物品，摘要、材料清单、我方的账户信息、卸载地点、供应商编号。

2. 任何额外服务的费用被视为已包含在合同约定的价款中。

3. 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。以上条款不受德国《商法典》(Handelsgesetzbuch)第354a款规定的影响。

4. 如果并且仅在对供应商的索赔权没有争议或者其反诉请求为终局并不可再上诉的情况下，供应商有权抵消我方的索赔权或保留权的任何部分。

5. 我方有权使用按德国《股份公司法》(AktG)第15章意义上的我方关联企业对我方的索赔权抵消供应商对我方

claims of the supplier. We shall also be entitled to set-off our claims against any claim of the supplier against any of our affiliates within the meaning of Section 15 German Stock Corporation Act (AktG).

VIII. Warranties/Reimbursements of Costs/Warranty Period

1. If the service is defective, we will be entitled to claims in accordance with the statutory rights, unless the following conditions provide otherwise.

The supplier shall be fully liable for all damages, costs and expenses resulting, directly or indirectly, from defects of the service. In case at least parts of a shipment have been found to be defective, the supplier shall also be liable for the costs for inspections of received services 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. 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 incurring as a result thereof shall be borne by the supplier.

3. Unless mandatory law provides otherwise, the supplier shall be liable for defects that arise within 36 months of the date of receipt or acceptance of the contractual service. For services in connection with buildings or land, the supplier shall be liable for defects that arise within 60 months of the date of acceptance. In the case of supplementary specific performance, this period is extended by the time during which the service cannot be performed as stipulated in the contract. In the case of supplementary specific performance, this period is extended by the time during which the service cannot be performed as stipulated in the contract. For rectified or newly rendered services, the warranty period of sentence 1, respectively for services in connection with buildings or land the warranty period of sentence 2, shall recommence on completion of rectification or, if acceptance was agreed, on acceptance, if the supplier acts in the awareness of being committed to rectify the damage. Furthermore, in case of electrical installations the supplier shall guarantee for the duration of five years that the concept is suitable and sufficient for the contractual purpose of use (functional guarantee).

的任何索赔权。同时，我方亦有权使用我方的索赔权抵消供应商对按德国《股份公司法》(AktG)第15章意义上的我方关联企业的任何索赔权。

VIII. 保证/费用偿付/保证期

1. 如果服务存在瑕疵，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。只要部分服务被发现有瑕疵，对超过惯例部分的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服务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。因采取补救措施所产生的费用应由供应商承担。

3. 除非强制性法律有另有规定，供应商应对合同服务收到之日或验收之日起36个月内发生的瑕疵承担责任。对于与建筑或土地相关的服务，供应商应自验收之日起60个月内发生的瑕疵承担责任。在补充实际履行的情况下，该期限应予延长，延长的期间应等于服务无法按照合同履行的期间。对于予以纠正的或者新提供的服务，在第一句中的服务质保期以及第二句中分别对于与建筑或土地相关的服务质保期，应从纠正结束之日，或者在同意验收的情况下，从验收之日重新起算，若供应商同意承担纠正瑕疵。此外，如进行电气设备安装，供应商应担保在五年的期限内其设计适于并足以满足合同规定的使用用途（功能保证）。

IX. Provided Accessories

Materials, parts, containers, special packaging, tools, measuring instruments or substances, software (for the production of goods) or similar items provided by us (provided accessories) remain our property. Provided 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 provided accessories. Neither provided accessories nor copies or duplicates thereof may be made available to third parties (which shall include sub-suppliers) without our prior written consent and may not be used for any other purposes than the agreed upon purposes.

X. Granting of right of use for contractual services

1. We acquire an irrevocable right of use of the intangible results and proceeds of the supplier's services for all kinds of use in perpetuity throughout the world in all known media. This right of use includes the unlimited right of use with respect to time, place and scope- also by translation into other languages, rendering (also in electronic media or databases), reproduction, distribution, publication, modification, alteration, decompilation, disassembling, storage, conversion and further development. The right of use is exclusive, as long as nothing to the contrary has been explicitly agreed upon. We might use third parties to exercise the right of use.

2. As far as the supplier's services are intended to serve the proper, safe use, the manufacture or sales promotion of our products and services, the supplier agrees to grant third parties the right of use for the aforementioned purposes. This includes the provision of services as Download on the Internet for the aforementioned purposes. Remuneration for this is included in the contractually agreed remuneration.

3. The supplier assigns the right to possible design patents regarding his contractual services to us, unless the granting of rights of use was not exclusive.

4. As far as the supplier has a right to the addition of a copyright note, he will inform us within a reasonable period of time before the planned commencement of use, as to whether he requires such note and which kind of note is to be used.

5. Should the relevant copyright owner not be the supplier himself, the supplier guarantees that he

IX. 提供的附属品

由我方提供的材料、部件、集装箱、特定包装、工具、测量器具或测量物质或(用于产品生产的)软件或类似物品(提供的附属品)均为我方的财产。仅在经我方事先书面同意的情况下,提供的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保留提供的附属品。提供的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. 授予合同服务的使用权

1. 对于供应商所提供服务的无形成果和收益,我方取得全球范围的、不可撤销的、可以各种方式进行各种使用的永久使用权。此使用权包括在时间上、地点上和范围上不受限制的使用权,包括通过转换成其他语言、复制(含电子媒介或数据库)、重新制作、分发、出版、修改、变更、解码、拆卸、存储、转换和继续开发。只要未明确商定相反条款,使用权即具有排它性。我方可用第三方行使使用权。

2. 若供应商的服务是以正确、安全使用,生产或者促进销售我方产品和服务为目的,则供应商同意将用于上述目的的使用权授予第三方。这包括为上述目的而提供在互联网上的下载服务。上述费用已包括在合同约定的费用中。

3. 供应商向我方转让有关其合同服务的可能的设计专利权利,除非其授予使用权不是排他的。

4. 若供应商拥有版权说明权,供应商将在计划使用开始前的合理时间段内,将其是否要求版权说明及使用何种版权说明通知我方。

5. 若相关版权所有人非供应商,供应商保证其已被版权所有人合法授权执行上述声明。

has been duly authorized by the copyright owner to execute the aforementioned declarations.

XI. Property rights of third parties

1. The supplier warrants that his services are free of intellectual and industrial property rights of third parties ("IP-right(s)"), which would exclude or limit the contractual use of his services by us.

2. Should the contractual use of the supplier's services be affected by, or excluded due to the infringement of IP-rights, the supplier shall within an adequate time limit, at own costs, either acquire such rights as to warrant our contractual use of the services; or alter or replace the services in such a way that they shall no longer infringe the IP-rights, however, still correspond to the contractually agreed services.

3. Should the supplier be responsible for the infringement on the IP rights, he shall indemnify and hold us harmless from any and all third-party claims out of the infringement of IP-rights and all expenses necessarily incurred by us in connection with the third-party claims and indemnify us from the damages resulting from the infringement.

XII. Storage of contractual services

1. As long as they are not delivered to us, the supplier shall professionally safe keep the contractual services as e. g. documents, software, designs data – in any form - , concepts, layouts, pictures, films, videos or translations. In this connection he shall observe all applicable data protection and data security requirements. The supplier shall provide us with the contractual services at any time on his own or on our request within an adequate time limit to be set up in each individual case without charging further costs apart from the contractually agreed price. If required for his own legitimate utilization the supplier shall be entitled to retain copies or, in his discretion, also originals of the contractual services.

2. At our request the Supplier shall store all contractual services in machine readable form on a storage medium provided by us.

XIII. Software

1. 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 receipt or acceptance of the service performed according to

XI. 第三方财产权

1. 供应商保证其服务不受令我方按合同使用其服务被禁止或受到限制的第三方知识和工业产权(“知识产权”)的约束。

2. 如依照合同使用供应商服务时受到侵犯知识产权的影响或因侵犯知识产权而无法使用供应商提供的服务, 供应商应在适当的时限内, 自行承担费用, 获取保证我方依照合同使用服务的权力, 或者更改或替换服务以使该等服务不再侵犯知识产权, 但无论如何, 该等服务仍为符合合同约定的服务。

3. 若供应商对侵犯知识产权负有责任, 供应商应保障我方免受任何及所有因侵犯知识产权而产生的第三方索赔, 赔偿我方与第三方索赔相关而发生的的所有必要费用, 并赔偿我方因侵犯知识产权而遭受的损失。

XII. 合同服务的存储

1. 只要合同服务尚未向我方提供, 供应商应专业安全地保管合同服务, 例如文件, 软件, 设计, 数据(无论何种形式), 布局, 图片, 影像, 录像或者翻译。在这方面, 供应商应遵守所有适用的数据保护和数据安全要求。供应商应在其任何时间或者在我方根据不同情况所要求的适当时限内向我方提供服务, 且不收取除合同约定价格以外的额外费用。如供应商需要合法使用, 其有权拥有合同服务的复制版本, 或者原版。

2. 根据我方的要求, 供应商应将所有合同服务以机器可读的形式存储于我方提供的存储媒介上。

XIII. 软件

1. 除非服务范围中包括标准化的软件, 供应商同意自收到或验收按合同履行的服务起的五年内, 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

the contract, unless the scope of the service includes standardized software. To the extent the software originates with a supplier of the supplier, the supplier shall obligate such earlier supplier accordingly.

2. The supplier shall provide us with the software source code upon acceptance of the contractual services, if scope of services is the supply of customized software.

XIV. 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 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 immediately and fully inform the other party and must make all efforts, within the 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 perform the services by ourselves or by a third party, which support shall include the granting of licenses to intellectual property rights to the extent such rights are necessary for the performance of the service, such licenses to be granted on terms customary in the industry.

XV. Confidentiality/Information

1. The supplier shall keep secret all information received from us and becoming known to him in another way, including drawings, documents, know how, samples, production devices, models, data carriers etc., may not make such information available to third parties (including sub-suppliers) without our written consent and may not use such information for purposes other than as determined by us. These obligations shall apply mutatis mutandis to copies and duplicates. This confidentiality obligation does not apply to

其供应商承担该义务。

2. 如果服务的范围是定制软件，在合同服务验收之后，供应商应立即向我方提供软件源代码。

XIV. 不可抗力/长期交付不能

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，我们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迟延地通知另一方。

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，其应尽其所能支持由我们自己或第三方履行服务，该等支持应包括知识产权许可的授予，该等许可仅限于履行相关服务所必须的知识产权，并且应依据行业惯例授予。

XV. 保密/信息

1. 供应商对于从我方获得或通过其它途径知悉的所有信息，包括图纸、文件、专有技术、样品、生产设备、模型、数据载体等，均应保密，未经我方的书面同意，不得向第三方（包括分供应商和分供应商）提供该等信息，并不得为我方所确定的目的之外的目的使用该等信息。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：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；供

information that the supplier had already obtained legitimately at the time of disclosure provided such information was not subject to a confidentiality obligation, that the supplier later obtains legitimately without being obligated to keep such information confidential, that is or becomes generally known without any breach of contract by one of the parties or for the use of which in another manner the supplier has received permission in written form. 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 made available by us. 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 at any time, 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 in writing.

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

XVI. Insurance

1. The supplier shall ensure adequate insurance on the merits or in terms of amount with respect to the liability for personal injury and damage to property as well as financial loss regarding the execution of the order and shall furnish us with evidence thereof upon request.

2. The liability of the supplier shall not be limited by the taking out of any insurance.

XVII. Termination

1. Notwithstanding any other legal rights to terminate and rights to rescind a contract, we shall have the right to terminate the entire contract or parts thereof at any time.

2. In case of a termination according to item 1, only the services performed so far, completed in themselves and evidenced according to the contract have to be remunerated, provided that they are utilizable for us. Our claims for damages

supplier later legitimately obtained information and does not have to assume any confidentiality obligation; or if the supplier later obtains information legitimately without being obligated to keep such information confidential, that is or becomes generally known without any breach of contract by one of the parties or for the use of which in another manner the supplier has received permission in written form. The supplier may not advertise its business relationship to us without our prior written consent.

我方保留对于我们提供的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XV款规定的义务，则其每违反一次，就应立即支付最高至25,000欧元的违约金。供应商保留由法院仲裁决定合同违约金的权力。损害赔偿金应扣减已经支付的违约金。

XVI. 保险

1. 供应商应就与订单执行相关的个人伤害和财产损失以及财务损失的责任的实际情况或金额投保足额保险，并经我方要求向我方提供相应证明。

2. 供应商的责任不得因投保任何保险而受到限制。

XVII. 终止

1. 无论终止合同的任何其它法定权利和解除合同的权利存在与否，我方仍有权在任何时候终止整个合同或其任何部分。

2. 如依据第1款而终止，我方仅对依据合同可证明的届时已履行并已各自完成的，并且可为我方所用的服务给予补

shall remain unaffected thereby.

XVIII. General Provisions

1. Place of performance for all deliveries and services shall be the place of destination as specified by us. Place of fulfillment for payment shall be Bielefeld.

2. The contractual relationship is governed by the laws of the Federal Republic of Germany with the exception of the German conflict of laws provisions and the rules of the United Nations Convention on the Contracts for the International Sale 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 for Non Product-Related Services, 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.

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;
- (v) The venue for arbitration shall be Beijing, Peoples Republic of China;
- (vi) 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

偿。我方的损害赔偿请求不因此受到影响。

XVIII. 总则

1. 所有交付和服务的履行地点应为我方规定的地点。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供货合同或《非产品相关服务通用采购条件》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（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供货合同和

<p>our remaining respective obligations under the contract and the General Conditions of Purchase for Non Product-Related Services except insofar as the same may relate directly to the matters in dispute.</p> <p>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.</p> <p>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.</p> <p>5. If a provision is invalid or may become invalid, the validity of the remaining provisions shall not be affected thereby.</p> <p>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.</p> <p>7. Please note that we store and process personal data in the course of business transactions wherein all legal regulations concerning data privacy are observed. We refer to our data privacy policy.</p>	<p>本《非产品相关服务通用采购条件》下的其余相应权利并履行其在供货合同和本《非产品相关服务通用采购条件》下的其余相应义务，可能与争议事项直接相关的除外。</p> <p>我方与供应商在此约定，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。</p> <p>4. 未全部或部分主张源于供货合同的任何权利或迟延主张该等权利不应视为对本权利或任何其它权利的放弃。</p> <p>5. 若一项规定失效或有可能失效，其余规定应当保持有效且不受其影响。</p> <p>6. 本通用采购条件的中、英文版本具有同等效力。若两种语言版本存在不一致，以英文版为准。</p> <p>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。我方参考我方的数据隐私政策。</p>
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