

**GENERAL PURCHASE CONDITIONS**  
**通用采购条款**

1. Orders 订单

1.1. The acceptance of the Purchase Order (“Order”) issued by **thyssenkrupp Springs & Stabilizers China** subordinated companies (“**BUYER**”), shall subject the Supplier to comply with all clauses and conditions mentioned below (“**General Purchase Conditions**”), which are integral part of the Order.

一经接受蒂森克虏伯弹簧及稳定杆中国下属公司（“买方”）的采购订单，供方即应遵守以下全部条款与条件的规定（“通用采购条款”），这些条款与条件是订单整体的一部分。

1.2. The Order and the General Purchase Conditions shall prevail over the Supplier’s ones. Any and all terms and provisions unilaterally specified by the Supplier which may, in any way, change, modify or supplement the Order or the General Purchase Conditions, are null and void and of no binding effect. In particular, in case of conflicting language, the provisions of the Order and the General Purchase Conditions shall override any disclaimer, limitation of warranty, limitation of liability or any other provisions contained in the documents of the Supplier.

订单与通用采购条款应优先于供应商提出的条件。任何供应商单方提出的条款与规定，如果以任何形式对订单或通用采购条件造成改变、修正或补充，都将被视为无效与无约束力的。特别是，如有语言冲突，订单和通用采购条件的规定应优先于包含在供应商文件中的任何免责声明、担保限制、责任限制或任何其他约定。

1.3. Supplier may not assign or transfer the rights and obligations arising out of the Order and the General Purchase Conditions without the prior written consent of BUYER.

供应商在没有获得买方事先书面同意之前，不得转让或转移因订单和通用采购条件产生的权利与义务。

2. Prices 价格

2.1. The price contained in the Order is fixed and determined and may only be changed upon the written consent of the BUYER.

订单中的价格是固定的并且已决定过的，只有在获得买方书面同意的情况下才可更改。

2.2. In case there is a request for price adjustment from the supplier, the BUYER has the right to refuse the request if the request has not been agreed by the BUYER.

如供方要求调整组成该价格的任何一项，而未经买方同意的，买方有权拒绝此要求。

2.3. In case that there is a supply scope increase due to the request from the BUYER, the Supplier has the right for price adjustment in accordance with the scope increase, however the unit price in this Purchase Order keeps unchanging. Adjustment after Purchase Order issued, supplementary agreement shall be signed after negotiation.

如应买方要求增加供货范围的，供应商有权就增加的范围提出价格调整请求，但是在采购订单中已经确认的单价不应改变。合同签订后的采购范围调整，应在谈判后签署补充协议。

3. Supply 供货

3.1. Delivery of the products and services shall be subject to the specifications as agreed in the Purchase Order and Order Confirmation.

有关产品与服务的交付，供应商应遵循订单或买方发出的书面文件中设定的质量与条款规定。

3.2. The agreed terms and quantities established in the Order shall be strictly observed by the Supplier.

供应商应严格遵守订单中确定的条款与数量。

3.3. The BUYER is ensured the right of not receiving or of returning quantities shipped by the Supplier in excess or out of term, or even of terminating this Order, without prejudice to the right of receiving from the Supplier a refund for the respective resulting damages and/or losses.

买方有权不接收或返还供应商运到的超量的或在条款规定之外的产品，甚至有权因此终止此订单，且以上权利并不妨碍买方接收供应商就由此产生的损害和/或损失提供的补偿。

#### 4. Inspection and testing 检查与测试

4.1. Before dispatching the products the Supplier shall carefully inspect and test them for compliance with the agreed specifications. The specifications shall be no less than the standard generally applied within the industry, and shall be to the satisfaction of the BUYER in a reasonable manner. The Supplier shall, if requested by the BUYER, give the BUYER reasonable notice of such tests and the BUYER shall be entitled to be represented thereat. Supplier shall also, at the request of BUYER, supply to the BUYER a copy of Supplier's test sheets certified by Supplier to be a true copy.

在发送产品之前，供应商应仔细检查与测试产品，以确保其符合技术规范技术规范应不低于行业通用的标准，且应以合理方式令买方满意。如买方要求，供应商应向买方提供此类测试的合理通知，并且买方有权派代表出席。如买方要求，供应商还应向买方提供经供应商证明为真实副本的测试单副本。

4.2. If it is expressly agreed by the Parties in writing, the BUYER is entitled to inspect and test the products during manufacture, processing, or storage. If BUYER exercises this right, the Supplier shall, at its own cost, provide or shall procure the provision of all such facilities as may reasonable be required by the BUYER therefore.

如双方一致同意，买方有权在产品制造、加工或存储过程中对产品进行检查与测试。如果买方行使此权利，应买方合理要求，供应商应自担费用提供或获得所有此类检测设备。

4.3. If, as a result of any inspection or test under items 4.1 or 4.2 of this clause, the products do not comply with the Order, or are unlikely on completion of manufacture or processing so to comply, the BUYER shall inform the Supplier accordingly in writing and the Supplier shall take such steps as may be necessary to ensure such compliance.

如果作为本条第 4.1 或第 4.2 项所进行的任何检查或测试的结果，买方合理地认为产品与订单不符，或认为产品在生产加工完成后很可能与订单不符，则其应当据此书面告知供应商，且供应商必须采取必要措施以保证产品符合要求。

#### 5. Warranty and Liability 质保与责任

5.1 The Supplier warrants that the products and services supplied hereunder shall be in compliance with the agreed specifications and free from defects in material and workmanship.

供应商保证产品与服务将严格按照订单及相关技术规范生产与交付，保持完好的使用状态并且无任何瑕疵或故障。

5.2 The payment of the price by the BUYER shall not imply an acceptance of the products and services.

买方对价款的支付并不代表其对产品与服务的接受。

- 5.3 The BUYER may reject and return the products and services that do not meet the Order and relevant specifications or that present any failures or bad performance.

如果产品与服务不符合订单技术规范，或者出现任何故障或不好的表现，则买方可以拒绝并退回产品与服务。

- 5.4 The Supplier shall be liable for all expenses and risks arising out of the return of products and/or services. In case these expenses are born by the BUYER, the Parties agree that they will be charged to the Supplier and may be deducted through compensation in any payment to be made by the BUYER to the Supplier.

供应商应承担因产品和/或服务的退回而产生的所有费用和 risk。如果这些费用由买方承担的，则双方同意该费用应由供应商进行补偿，并可以通过直接扣减买方应向供应商支付的任何一笔费用的方式进行补偿。

- 5.5 In case of late shipment of the products or services, the Supplier shall be liable for all costs resulting from extraordinary arrangements that may be necessary to mitigate the consequences thereof, such as overtime, special freights, use of special products and services, etc.

如果产品运送或服务迟到，供应商必须承担为了减轻因此产生的后果而采取的必要的额外安排而产生的全部费用，如超时工作、特殊货运、特殊产品与服务的使用等。

- 5.6 In the event of non-compliance of the products or components thereof with the agreed specifications or in the event of defects in material or workmanship, the Supplier shall, at its own choice, repair or replace such products or components at its own costs, according to a timeline agreed with the BUYER. The BUYER shall not be permitted to repair the products or components itself or through third parties unless expressly authorized by the Supplier in writing.

因产品或零件不符合规范要求或材料或服务有缺陷，供方应自费自行维修或更换产品或零部件，并与买方达成完工时间表。买方在未得到供方书面许可前不得自行维修该产品或零部件或通过第三方进行维修。

- 5.7 Should a reasonable amount of attempts to repair the products or components fail, the BUYER shall be entitled to reduce the purchase price respectively provided that the defective products or components are inferior in value. The BUYER shall only be entitled to return the product in the event that three attempts to repair a certain defect have failed and, under taking into account both parties' interests, it becomes unbearable for the BUYER to keep the product. Returns due to minor defects shall be excluded.

因产品维修或零部件损坏需要一定合理的金额，买方有权从产品付款中扣减此相应的金额。只有当产品经三次维修后仍无法使用，并且基于对双方的利益，买方无法再继续保留此产品。微小的缺陷不在退货范围内。

- 5.8 The Supplier shall be liable for the expenses arising from the repair or return of the products or services, however Supplier's total liability arising out of and based upon the Order, irrelevant of its basis of law, shall be limited to 100% of the Order value of each single machine. Supplier's liability for business interruptions and loss of profit can be excluded.

供应商应对其违约所造成的买方损失负责，并应补偿买方因其违约而产生的为交付零部件用以修理或保修而产生的损失。除税与管理费用以外，此补偿还应包括更换的相关成本。

5.9 The Supplier will be liable to BUYER for any and all damages incurred by BUYER, including without limitation, direct, incidental, special and consequential damages arising out of any default, breach of contract/Order, breach of warranty or repudiation by the Supplier.

供应商应对买方产生的以下全部损失负责，包括但不限于因供应商的任何违约、违背合同/订单、违背或否认其保证而导致的直接的、偶然的、特殊的与间接的损失。

5.10 The above shall be the Buyer's only remedies in case of noncompliance of the products and services with the agreed specifications, defects in material and workmanship and late delivery.

以上条款适用于买方采取补救措施来弥补产品及服务未达到协议的技术规范，材料和人工缺陷及延迟交货。

## 6. Packaging, Transportation and Risks 包装、运输及风险

6.1. With respect to international purchase, unless otherwise agreed by the parties, the responsibility for the packaging, packing and transportation expenses shall be based on rules that govern the INCOTERMS 2000.

就国际采购而言，除非双方另有约定，包装与运输成本的责任应依据《2000年国际贸易术语解释通则》的规定。

6.2. With respect to domestic purchase, unless otherwise agreed by the parties, the responsibility for the packaging, packing and transportation expenses shall be borne by the Supplier.

就国内采购而言，除非双方另有约定，包装与运输成本的责任应由供应商承担。

## 7. Property Rights 所有权

7.1. Unless otherwise agreed by the parties, the ownership of the products will be transferred to the BUYER upon delivery.

除非双方另有约定，产品的所有权自交付时转让给买方。

7.2. Any and all materials delivered to the Supplier for execution of the Order are the sole property of the BUYER and shall be returned to it after the performance of such Order or upon BUYER's request.

任何及所有为履行订单而交付给供应商的材料均属于买方的财产，并应在订单履行完毕后或在买方要求下退还买方。

## 8. Environment 环境

8.1 The Supplier warrants that the supplied products and services will be produced or rendered under the applicable laws, rules and regulations that govern the environment protection.

供应商保证其所供应的产品与服务的生产或实施应符合相关环境保护的适用法律、法规和规章。

## 9. Patents and Trademarks

9.1. The Supplier represents and warrants that it solely holds all intellectual property rights and associated rights (including without limitation, patent rights, patent application rights, trademark rights, copyrights, trade secret, etc.) in connection with the products and services hereof, that there is no encumbrance or any other restrictions placed on such intellectual property rights, that there is no infringement of intellectual property rights of any third party, and that it has adequate rights in manufacturing, utilizing, selling or disposing by other means the products hereof and providing relevant services.

供应商声明其拥有与产品有关的知识产权，以及与此相关的其它权利（包括无限使用，专利，专利申请权，商标、版权、商业秘密等）。即无障碍物或任何限制使用此知识产权，也不会对任何第三方造成侵权，并且有足够的制造、使用、销售或废弃该产品及其相关服务的权利。

- 9.2. The Supplier shall fully indemnify the BUYER against any action, claim, demand, costs, charges, and expenses arising from or incurred by reason of any infringement or alleged infringement of any letters patent, registered design, trademark, or protected trade name by the use or sale of the products and against all costs and damages the BUYER may incur in any action for such infringement or for which the BUYER may become liable in such action.

供应商应全部赔偿买方因使用或销售产品而产生的任何对专利证书、注册图案、商标或受保护的商号的侵权或被声明的侵权而导致的任何行为、主张、要求、费用和控诉，并应全额赔偿买方因任何上述侵权行为而可能产生的费用和损失或买方可能因上述行为承担的责任。

- 9.3. In the event of any claim being made or action brought against the BUYER arising out of the matters referred to in this clause, the Supplier shall be promptly notified thereof and may at his own expense conduct all negotiations for the settlement of the same, and any litigation that may arise there from.

如果出现本条款中提及的事项而导致买方受到任何索赔或产生任何针对买方的惩罚，供应商应被立即通知，并可自费进行协商以解决上述问题，并参与任何由此产生的诉讼。

## 10. Documents 单证

- 10.1. The products shall be followed by the documents required by the Order, other written requests from the BUYER and relevant Chinese laws plus the following: (i) Original Commercial Invoice, (ii) Original Packing List and (iii) Original AWB/BL. (if applicable)

产品必须附带按照订单要求、买方的其他书面要求以及中国法律所要求的单证，以及：(i) 原始商业发票, (ii) 原始包装单 (iii) 原始空运提单/海运提单。（如适用）

- 10.2. BUYER should inform the supplier on time if the products/or services whose documentation presents irregularities and the Supplier should supply the missing documentation in two weeks. If the supplier cannot supply the missing documentation within two weeks, the Buyer shall seek legal actions against the supplier.

如产品和/或服务所配备的单证不齐全，买方有权拒收产品和/或服务，且供应商应对由此产生的损失负责。

## 11. Extra Charges, Taxes 额外费用、税收

- 11.1. No extra charges will be allowed to the Supplier including, without limitation, charges for packing, crating, cartage or storage unless stated herein or mutually agreed by the Parties in writing. Supplier assumes full liability for, and shall pay all customs or other government taxes now or hereafter imposed on the products sold or services rendered hereunder, and Supplier shall indemnify and hold BUYER harmless from any liability and expense thereon.

供应商不得主张任何额外费用，包括但不限于包装、装箱、货车运输或存储费用，除非是在此约定的或双方一致书面同意的。供应商应付全责，并且应在产生债务拖欠之前支付所有销售税、使用税、关税、消费税或其他税收或任何其他政府税收或此后就产品销售或提

供服务征收的税收。供应商应对买方进行补偿并且应确保买方不因此类责任与费用受到任何损害。

## 12. Termination 终止

12.1.The BUYER may terminate the Order without liability or charges in the following events:

买方在以下事件中有权终止此订单，并且不承担任何责任或费用：

- a) Force majeure events, such as strike, fire, revolutions, suspensions of the manufacturing or assembly services etc, which make it impossible for the BUYER to proceed with its regular production;  
不可抗力事件，如罢工、火灾、革命、生产或装配服务的中止等，导致买方无法进行正常生产。
- b) Reorganization or bankruptcy of the Supplier, as well as insolvency;  
供应商重组或破产，以及由任何性质的票据/有价证券的拒付证书证明的资不抵债。
- c) Supplier violates any of the clauses or conditions contained in the Order provided that the violation thereof constitutes a material breach of the BUYER Supplier relationship and the Supplier does not rectify the breach within 60 days after a specific written warning by the BUYER;  
供应商违反订单中包含的任何条款或条件，如果继而导致产品召回，或发生任何法律规定的终止事件。
- d) The delay in delivery of products by Supplier exceeds 6 months based on the agreement of Purchase Order.  
供应商延迟交货超过采购订单中约定后的6个月。

## 13. Inexistence of Links 不存在连结

13.1.The Supplier assumes full liability for any negligent official conduct to perform the Order of its employees, representatives and/or agents, representing, furthermore, that there is no labor relationship between such personnel and the BUYER. Therefore the Supplier will, in accordance with Chinese laws and regulations, bear and take responsibility for labor claim filed by such personnel.

供应商就其雇员、代表和/或代理人、代表人的任何行为承担全部责任，且此类人员与买方之间不存在任何劳动关系。因此供应商应立即全责承担此类人员提出的任何劳动索赔。

## 14. Ethics 道德

14.1.The Supplier commits itself (i) not to hire child labor or irregular labor of adolescents, (ii) not to use any forced labor, (iii) to respect the freedom of association and freedom of collective bargaining, (iv) not to tolerate harassment or discrimination, (v) to preserve workers' health and safety, (vi) to comply with applicable law regarding working hours and (vii) to pay competitive wages and benefits.

供应商应承诺其(i)不雇佣童工或不合格的青少年劳工，(ii)不进行任何强制性劳动，(iii)尊重协会的自由与集体谈判的自由，(iv)不能忍受骚扰或歧视，(v)保护工人的健康与安全，(vi)遵守有关工作时间的适用法律与(vii)支付竞争性工资与福利。

## 15. Confidentiality 保密

15.1.Supplier commits itself to keep confidential the information received from BUYER as a result of the Order, including without limitation, the content of the Order and the General Purchase Conditions, specifications, technical data, commercial data and others, not disclosing them in

any way, under any pretense, otherwise than to its employees that need the information for the performance of the Order, with no prejudice to the criminal responsibility of its legal representatives and employees, if any. For the avoidance of doubt, the above clause shall not prevent the Supplier from quoting the BUYER as a customer reference.

供应商承诺对因为订单而从买方所获得的信息保密，包括但不限于订单及通用采购条件的存在与内容、技术规范、技术数据、商务数据与其他信息等，除了向因履行订单而需要获知信息的供应商雇员披露外，不得用任何借口以任何方式披露该等信息。如有违反，供应商应就其造成的损害接受处罚，且该处罚不影响供应商的法定代表人与其雇员承担相应的刑事责任（如有）。

#### 16. Invalidity of Clauses 无效条款

16.1. The invalidity enforceability of one or more clauses of the Order and the General Purchase Conditions shall not involve the invalidity, enforceability or termination of the Order and the General Purchase Conditions as a whole, and the Parties undertake to replace any invalid or ineffective clauses in good faith with other clauses which as far as possible have the same effect.

一条或更多条款的无效不应导致订单及通用采购条件整体的无效、或影响订单及通用采购条件整体的执行力或导致订单及通用采购条件整体的终止，并且双方承诺，在采取替代任何无效条款的措施时，应同其他条款相一致并且尽可能的达到同样的效果。

#### 17. Governing Law and Arbitration 适用法律与仲裁

17.1. The interpretation and performance of the Order and of all matters related hereto shall be governed by the laws of People's Republic of China. All disputes claims, controversies or differences which may arise between the BUYER and the Supplier out of or in relation to or in connection with the Order or of the breach thereof shall in the first place be amicably settled by and between both Parties. If both Parties fail to amicably settle such dispute within 30 days, the dispute then shall be finally settled in [Shanghai] by arbitration in the [Shanghai Sub-commission] of China International Economic and Trade Arbitration Commission under its rules then effective . The arbitration language shall be [Chinese].

订单的解释与履行以及所有相关事宜都应由中华人民共和国法律管辖。所有买方与供应商之间由于或有关或同订单相联系的或者违反订单而导致的争议主张、争论或分歧，均应由双方首先友好协商解决。如果双方不能在 30 天内友好解决该争议，则该争议最终应提交中国国际经济贸易仲裁委员会[上海分会]并根据其届时有效的仲裁规则在[上海]进行仲裁。仲裁语言为[英语]。

#### 18. Language and Counterparts 语言与文本

18.1. This General Purchase Conditions are executed in both English and Chinese in two original counterparts with same effect. Each Party shall hold one original counterparts. If any discrepancies between the two languages, English shall prevail.

本通用采购条件以中英文签署同等效力的正本共 2 份，双方各持 1 份正本。如遇中英文间含义差异，应以英文为准。

#### 19. Effective Date 生效日期

19.1. The Order and these General Purchase Conditions shall become effective upon receipt of an Order Acceptance by the Supplier.

本通用采购条件应与供方确认接收订单同日生效。