

GENERAL PURCHASING TERMS AND CONDITIONS

通用购买条款及条件

SP-Q-45000-A03-BCQA

1 Applicability 适用性

- 1.1 These general purchasing terms and conditions (“General Conditions”) apply to all purchases of products and services made by NV Bekaert SA and/or the companies controlled by it (the “Purchaser”) unless specified otherwise in writing. They shall supersede, without exception, any and all of the Supplier’s conditions of quotation, acceptance, purchase and/or supply delivery notes, bills of lading, even if they stipulate the opposite. Acceptance of the order by the Supplier automatically entails acceptance of the General Conditions, including for follow-up orders, and waiver of the Supplier’s own terms and conditions.

除非另有书面约定，本通用购买条款及条件（“本通用条款”）适用于 NV Bekaert SA（比利时贝卡尔特公司）和/或其控制的公司（“买方”）进行的所有购买产品和服务的活动。本通用条款将无例外地取代任何及全部卖方的报价条件、承诺、购买和/或销售交货单、提单，即使本通用条款作出相反规定。卖方接受订单（包括后续的订单）的行为将被自动视为卖方接受本通用条款并同时放弃卖方自己的条款和条件。

- 1.2 Articles 1 through 14 apply both to the purchase of products and services. Articles 15 through 18 apply specifically to products; Articles 19 through 21 apply specifically to services. In case of combined purchases of products and services, Articles 15 through 21 shall apply cumulatively.

通用条款第 1 条至第 14 条同时适用于购买产品和购买服务。第 15 至第 18 条仅适用于购买产品；第 19 至第 21 条仅适用于购买服务。在同时购买产品和服务的情况下，第 15 至第 21 条应同时适用。

- 1.3 Purchaser shall only be bound if the purchase order is made in writing. The purchase agreement (“Agreement”) shall become effective on the date when the order is accepted in writing by mail, facsimile or e-mail by the Supplier, unless a separate agreement was already entered into. Any failure of the Supplier to confirm an order within 5 (five) working days shall be deemed an acceptance of such order. Supplier shall not make any deviating comments in the order acceptance otherwise the Purchaser shall be entitled to cancel the order without any right of the Supplier to compensation. The Agreement consists of the order, specific conditions agreed upon in writing by Purchaser and these General Conditions, to the exclusion of any deviating comments in the acceptance form unless agreed explicitly in writing by Purchaser.

买方仅在其发出书面订单后才受该订单约束。除非双方在此前已另行签订单独的合同，购买合同（“合同”）应在卖方通过邮件、传真或电子邮件的方式书面接受订单之日起生效。如卖方未能在 5（五）个工作日内确认订单，则视为卖方接受该订单。卖方不应在接受订单时对订单进行修改。如卖方进行了此等修改，买方有权取消订单且卖方无权要求赔偿。合同由订单、买方书面同意的特殊条款以及本通用条款共同组成，但不包括订单确认函中的任何修改意见，除非这些修改意见由买方书面明确同意。

Editorial corrigendum : Total revision of the Chinese part due to grammatical errors, No contentwise changes.

2 Price and Payment 价格和支付

- 2.1 The prices specified in the order are fixed prices. The invoices shall be sent in duplicate to the billing address and according to any specific billing instructions specified in the order or afterwards. All invoices shall specify the numbers of the order and the delivery note.

订单中确定的价格为固定价格。寄发票时应将双份发票寄至发票地址，并遵循订单中或之后确认的任何特定发票指示。所有发票中均应明确订单号及交货指示。

- 2.2 Payment does not in any way imply either acceptance or agreement by the Purchaser that the products and / or services conform to the terms and conditions of the Agreement and shall in no way imply a waiver of any right arising from the Agreement or the General Conditions. Under no condition shall Supplier be entitled to suspend or interrupt any deliveries or services in case of late or incomplete payment under any agreement by the Purchaser.

支付发票并不意味着买方接受或者同意产品和/或服务符合合同约定的条款和条件，也决不意味着买方放弃合同或本通用条款项下的任何权利。如买方在任何合同项下发生延迟付款或未足额付款的情况，卖方在任何情况下均无权推迟或暂停交付任何产品或服务。

- 2.3 The Purchaser may without notice to the Supplier set-off any amounts owed by the Supplier to the Purchaser under any order or agreement or the performance thereof, whether or not Supplier disputes such amounts, against any amounts owed by the Purchaser to the Supplier, regardless of the places of payment or currencies of the respective amounts.

买方可以不经通知卖方就将任何卖方在任何订单、合同或相关履行过程中对买方的欠款抵扣买方对卖方的任何欠款，不管相关款项各自的支付地点或货币种类是否一致。

3 Work performed on the Purchaser's premises 在买方场地进行的工作

While on the Purchaser's premises, the Supplier shall observe the company, safety and other regulations applicable in the Purchaser's organization. In the case of contract work, the Supplier shall also observe the Purchaser's General Terms and Conditions relating to Contract Work, any relevant legislation and any instructions and guidelines specified by the Purchaser in good time, in particular with regard to the supply and storage of material and tools and access to land and buildings. Supplier shall cause its subcontractors (to the extent subcontracting is approved) to comply with this Article. Work shall be performed during the applicable working times unless requested otherwise by the Purchaser. Travel time and waiting time cannot be charged unless agreed otherwise explicitly in writing.

在买方场地内，卖方应遵守公司、安全和其他适用于买方机构的规章。在工程合同的情况下，卖方应同时遵守买方关于工程合同的通用条款和条件。卖方应促使其分包商（如分包被允许的情况下）遵守本条规定。除非买方另有要求，卖方应在规定的工作时间进行工作。旅行时间和等候时间不能收费，除非另有书面明确规定。

Editorial corrigendum : Total revision of the Chinese part due to grammatical errors, No contentwise changes.

4 Intellectual Property Rights 知识产权

- 4.1 Subject to an explicit written permission thereto by Purchaser, Supplier may use any trademarks, logos and/or any other intellectual property rights owned by Purchaser. Supplier shall use these intellectual property rights in accordance with the instructions of Purchaser only. Supplier shall not misrepresent or damage such intellectual property rights. Supplier shall inform Purchaser immediately of any infringement or possible infringement of any of the intellectual property rights.

如买方书面明确许可，卖方可以使用买方所拥有的任何商标、标志和/或其他任何知识产权。卖方应只按照买方的指示使用该等知识产权。卖方不应对该等知识产权进行不实描述或破坏。发生任何损害或可能损害任何该等知识产权的情况，卖方应立即通知买方。

- 4.2 Intellectual property rights, whether or not patentable, created by Supplier or any of its employees during the performance of the Agreement or upon request of the Purchaser shall irrevocably, immediately and automatically be transferred to the Purchaser upon creation and all related moral rights shall be waived by the Supplier. Supplier shall make sure that any intellectual property rights created by his employees during the performance of the Agreement are transferred to Purchaser. The Purchaser is allowed, upon its own discretion, to file also for protection of the intellectual property rights created by Supplier during the performance of the Agreement. All drawings, manuals, software and other items required for use shall also be supplied to the Purchaser in the language of the Purchaser and shall become the Purchaser's property, without additional compensation.

在履行合同过程中或者应买方要求由卖方或其任何员工创造的知识产权，无论是否可取得专利，均应在创造之时起立即不可撤销地自动转让给买方，同时卖方应放弃所有相关的人身权。卖方应保证其员工在履行合同过程中创造的任何知识产权被转让给买方。买方有权自行决定对卖方在履行合同过程中创造的知识产权申请保护。卖方应向买方提供所有的图纸、手册、软件和其他使用产品所需要的文件，该等文件必须使用买方规定的语言，并且一经提供即成为买方的财产，买方无须为此另行付费。

- 4.3 The Supplier guarantees that the use of the delivered products and/or services constitutes no infringement on any right of a third party pertaining to intellectual or industrial property and shall defend, indemnify and hold harmless Purchaser in that matter against any and all claims of third parties.

卖方承诺使用其交付的产品和/或服务不会侵犯第三方的任何知识产权或工业产权。如第三方提出任何主张，卖方应为买方辩护、使买方免受追索并补偿买方因此受到的损失。

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5 Confidentiality 保密

- 5.1 Any plans, drawings, documents or any other information provided by Purchaser covered by intellectual property rights of Purchaser or not, are the property of Purchaser and may not be communicated to third parties nor used for any purpose other than for the performance of the Agreement and shall be returned upon first request. The Supplier shall verify the correctness and correlation of this documentation before performance of the Agreement and report deviations or defects to Purchaser.

买方提供的任何设计方案、图纸、文件或任何其他信息，无论是否属于买方的知识产权，都是买方的财产，不得泄露第三方，也不得用于履行合同以外的任何其他目的，买方一经要求应立即归还。卖方应在履行合同前验证这些文件的准确性和关联性，如发现偏差或瑕疵应向买方汇报。

- 5.2 The Supplier shall observe secrecy with regard to everything relating to the Purchaser's business that comes to its attention, except only where the Supplier is under a legal duty to make some information public or the information has become public knowledge for a reason that is not the fault of the Supplier. The Supplier shall impose the same obligation on employees and/or third parties called to perform its agreements in conformity with the requirements set out in Article 8. Unless this is agreed upon otherwise in writing by the Purchaser, the Supplier cannot use the Purchaser as a reference.

卖方应对其得知的与买方业务有关的所有信息保密，除非卖方有法律义务将某些信息公布，或该信息由于非卖方过错的原因已经成为了公共信息。卖方应要求其员工和/或其委托履行合同的第三方按照第 8 条要求承担同样的义务。除非买方另行书面同意，卖方不得披露买方曾为卖方客户这一事实。

6 Insurance – liability 保险 - 责任

- 6.1 Supplier represents that it has and shall maintain in force for so long as he has any obligation under the Agreement towards the Purchaser, at its own cost and expense, from a reputable insurance company adequate and sufficient insurance coverage for the type of business engaged in by the Supplier in compliance with all applicable regulations and in accordance with the standard expected for a company conducting similar activities. These insurance policies shall as a minimum provide coverage for comprehensive (all risk), professional, general and product liability. Upon Purchaser's first request, Supplier shall provide Purchaser with certificates of insurance evidencing such coverage within a period of 30 (thirty) days after such request. Failure to do so will entitle Purchaser to terminate the agreement pursuant to Article 10.1 below.

卖方保证，其已经并将继续在其需要按照合同向买方承担义务的期限内自行负担费用在一家信誉良好的保险公司为卖方从事的业务类型购买和维持适当且充足的保险，该保险需要符合一切适用的法规并且符合从事类似业务公司所应达到的一般标准。该等保险至少应覆盖全面的（所有风险）、专业的、普遍的风险和产品责任。一经买方要求，卖方应在买方要求提出之日起 30 日内向买方提供证明上述保险的保险凭证。如卖方未能提供，买方有权按照以下第 10.1 条的规定解除合同。

Editorial corrigendum : Total revision of the Chinese part due to grammatical errors, No contentwise changes.

6.2 The Supplier shall fully and unreservedly indemnify and hold the Purchaser harmless from and against any and all losses, costs, damages, expenses (including reasonable lawyer's fees), harmful effects which Purchaser may incur as well as claims by third parties in respect of any loss or injury occurring as a result of (i) any defects in the products and/or services delivered, (ii) delay in delivery, (iii) breach of any of the Supplier's representations under the Agreement, (iv) negligence or tort, (v) the infringement of third parties' (intellectual property) rights (vi) violation of any applicable law, regulation or order, or (vii) any other fault or omission of the Supplier in performing the Agreement.

卖方应完全地、无条件地补偿买方及使买方免于承担任何及所有的损失、花费、赔偿、费用（包括合理的律师费用）、不利影响以及由以下原因导致的第三方主张可能带来的损失或损害：(i)交付的产品和/或服务的任何缺陷，(ii)延迟交付，(iii)对合同项下卖方任何一项保证的违反，(iv)疏忽或侵权，(v)损害第三方权利（知识产权），(vi)违反任何适用的法律、法规或命令，或(vii)卖方履行合同中的任何其他过错或不作为。

6.3 Except in case of malicious intent of the Purchaser, the latter shall not be liable, even in case of gross negligence, for any loss or injury that is in any way incurred or suffered by the Supplier, its property or employees, or by third parties. The Supplier holds the Purchaser harmless against any claims made against it by persons it employs or by third parties, according to Article 6.2 above, except in the case of malicious intent of the Purchaser.

除非买方恶意，即使买方存在重大疏忽，买方仍无须对卖方、卖方财产或员工或第三方遭受的任何损失或伤害承担责任。根据本通用条款第 6.2 条的规定，卖方应使买方免于承担其员工或第三方对其提出的任何主张所产生的损害，除非买方存在恶意。

6.4 The remedies set forth in this Agreement are cumulative, and shall not preclude any other remedy available to Purchaser at law or in equity.

本合同规定的救济方式可以叠加，同时并不排除买方根据法律或衡平法所享有的其他任何救济。

7 Timing 时限

Timing is of the essence. Supplier warrants that it has sufficient business capacity in order to perform the Agreement in a timely and appropriate manner. Delivery of products or performance of services shall be made at the time specified in the order or within the period agreed by the parties in writing. Such date or term is binding and the Supplier shall be automatically in default by the non-respect of this date or term, Purchaser not being obliged to give notice of default. In such event, and without prejudice to any other rights or remedies available under the applicable law or the Agreement to obtain full compensation for the incurred costs and damages, Purchaser is entitled to: (i) reject the parts of the Products and / or Services that have been delivered late and (ii) after a grace period of one week, notify the release from all further obligations under the relevant order.

Editorial corrigendum : Total revision of the Chinese part due to grammatical errors, No contentwise changes.

按时履行合同 是至关重要的。卖方保证其拥有充足的业务能力以及及时并适当地履行合同。交付产品或服务应在订单规定的时间或双方书面约定的期限内完成。以上时间或期具有约束力，如卖方没有遵守以上时间或期限，则自动视为卖方违约，买方无须另行发出违约通知。此时，在不影响 买方根据适用的 法律或者合同 获得有关费用和损失的全部补偿的任何其他权利或救济的前提下，买方有权：(i) 拒收延迟交付部分的产品和/或服务，和(ii)在一周的宽限期以后，通知卖方无须继续履行相关订单的所有剩余义务。

8 Assignment – subcontracting 转让 – 分包

The Supplier shall not be permitted to transfer the Agreement or arrange for performance of the order by a third party or third parties, in whole or in part, without the prior explicit written consent of the Purchaser.

除非买方事先书面明确同意，卖方不得将合同全部或部分转让或安排一个或多个第三方履行订单。

9 Supplier Code of Conduct 供应商行为准则

Bekaert is committed to integrity and expects the same from its suppliers. Supplier shall act in a manner consistent with the Bekaert Supplier Code of Conduct, a copy of which has been made available to Supplier. Supplier shall respect all laws concerning improper or illegal payments and gifts or gratuities, and agrees not to pay, promise to pay to any person for the purpose of illegally or improperly inducing or retaining business.

贝卡尔特一直本着诚实信用的原则行事、并期望供应商亦如此行事。供应商应遵循《贝卡尔特供应商行为准则》（副本已向供应商提供）的规定行事。供应商应遵守有关不正当及非法付款、礼品、小费等法律规定，同意不得为了非法或不正当获取、保留业务的目的、向任何人支付或承诺支付任何款项。

10 Personal Data 个人信息

10.1 Supplier shall comply with the provisions of applicable national and EU law including the EU regulation 2016/679 (“GDPR”). Supplier is allowed to process identification data of individuals (“Personal Data”) received from Purchaser for the purpose of customer management during the term of its cooperation with Purchaser.

供应商须遵守包括欧盟 2016/679 号条例即《通用数据保护条例》在内的适用的各国及欧盟有关法律条文的规定。在同买方合作期间内，供应商有权为了客户管理的目的，处理从买方处接收的个人身份信息（“个人信息”）。

Editorial corrigendum : Total revision of the Chinese part due to grammatical errors, No contentwise changes.

10.2 Supplier shall (1) process Personal Data only on documented instructions from Purchaser, unless required to do so by applicable law; (2) ensure that everybody who process Personal Data is bound to confidentiality; (3) implement all technical, physical and organizational security measures required to protect Personal Data against accidental loss or destruction and unlawful processing (“Data Security Breach”) and notify Purchaser within 24h of a Data Security Breach; (4) respect the GDPR conditions for engaging a subcontractor who will process Personal Data; (5) at Purchaser discretion, delete or return Personal Data to Purchaser when the services end; (6) demonstrate compliance with this clause and allow and contribute with audits; (7) not transfer Personal Data outside the European Economic Area and Switzerland without the written consent of Purchaser.

供应商应履行如下义务（1）除非法律另有要求，供应商只有在获得买方明确指示时才可以处理该等个人信息；（2）确保处理该等个人信息的所有人员均履行相应的保密义务；（3）实施所需的一切技术、物理及组织性安全措施以保护该等个人信息，防止意外丢失或损毁及非法处理（“数据泄露”），并在数据泄露后的 24 小时内通知买方；（4）若供应商同分包商达成协议处理该等个人数据，须遵守《通用数据保护条例》的规定；（5）当服务终止时，应根据买方的要求删除或向买方归还该等个人信息；（6）遵守本条款的规定且允许并参与审计；（7）未经买方书面同意，不得将该等个人信息传输到瑞士及欧洲经济区以外。

10.3 Supplier shall assist Purchaser (1) by appropriate technical and organizational measures, for the fulfilment of its obligation to respond to requests for exercising the data subject’s rights and (2) in ensuring compliance with the obligations pursuant the security of processing, the notification and communication of a Data Security Breach and the Data protection impact assessment.

供应商应（1）通过合理的技术及组织性措施，协助买方履行其回应数据主体实现其权利要求的义务；（2）协助买方确保其数据处理安全义务、数据泄露后的通知沟通义务、以及数据保护影响评价义务得到履行。

11 Force Majeure 不可抗力

Force majeure shall mean any unforeseen event which is beyond the reasonable control of the parties or any foreseeable occurrence the consequences of which may not reasonably be avoided that arise after the acceptance of the order and which prevents performance of the Agreement, in whole or in part, by either party. If a third party fails to meet the obligations it has accepted in relation to the Supplier or fails to meet such obligations in good time or in an appropriate fashion, this shall not be deemed to be force majeure affecting the Supplier.

不可抗力指任何超出各方合理控制范围的不可预见事件，不能被合理避免以致合同任何一方无法履行合同的全部或部分。如果第三方未能履行其对卖方的义务或未能及时或适当地完成上述义务，该情形不应视为卖方遭受了不可抗力事件。

Editorial corrigendum : Total revision of the Chinese part due to grammatical errors, No contentwise changes.

Force majeure shall cause the suspension of the obligations of the Purchaser and the Supplier under the Agreement for the duration of the delay caused by the event of force majeure and the period of performance shall be automatically extended without any penalty for an equal period.

不可抗力应使买方和卖方在合同项下的义务在不可抗力导致的延迟期限内得以顺延，相关方履行合同的期限应自动予以相应的延长，无须承担惩罚。

The Supplier shall notify the Purchaser of the occurrence of a case of force majeure explaining its reasons immediately by telephone or otherwise and confirmed in writing on the day on which it occurs and shall inform the Purchaser of further developments in the same way, failing which it shall lose the right to invoke the occurrence of force majeure, without prejudice to the conditions respectively laid down in Article 10. Supplier shall make all reasonable efforts to eliminate or at least minimise the effects of this force majeure.

卖方应在不可抗力发生时通知买方，立即以电话或其他方式解释不可抗力的原因，并在不可抗力发生当天书面予以确认。卖方还应以同样方式告知买方关于不可抗力的进一步发展，否则在不影响第 10 条规定的条件的前提下，卖方将失去援引不可抗力的权利。卖方应进行一切必要努力以消除或至少减轻不可抗力的影响。

12 Termination 解除

12.1 The Purchaser may terminate the Agreement in whole or in part by registered letter, with immediate effect, for cause:

- a) if the Supplier fails to meet its obligations to the Purchaser or fails to meet them in good time, completely or in an appropriate fashion;
- b) if the Supplier is declared bankrupt, applies for the suspension of payments, is wound up or otherwise appears to be insolvent;
- c) if the force majeure remains in existence for longer than 1 (one) month;
- d) if, in connection with the performance of the Agreement or in any other connection, the Supplier behaves in such a way that the Purchaser's confidence in the relationship is totally disturbed or that the Purchaser cannot be reasonably expected to continue the relationship.

买方在以下情况下有权解除全部或部分合同，该解除通知应以挂号信的方式发出并立即生效：

- a) 如卖方未能履行或者未能按时、全面、适当地履行其对买方负有的义务；
- b) 如卖方被宣告破产，申请暂停支付，停业或者以其他方式表明无力偿还其债务；
- c) 如不可抗力持续超过 1（一）个月；
- d) 如就合同履行或其他方面，卖方的行为令买方对双方的合作信心完全受到破坏，或者使买方无法合理相信其可以继续合作关系。

Editorial corrigendum : Total revision of the Chinese part due to grammatical errors, No contentwise changes.

12.2 If the Agreement is terminated for cause as mentioned above, the Purchaser shall not be obliged to provide compensation in any form. Except if the Agreement is terminated as a result of force majeure, the Supplier is bound to indemnify the Purchaser against any claims from third parties resulting from termination. The Supplier shall repay immediately the costs already incurred and monies unduly paid by the Purchaser, without prejudice to the Purchaser's right to claim full compensation.

如果合同因上述理由被解除，买方没有义务支付任何形式的赔偿。但如果合同是因不可抗力的原因解除，则卖方应就合同解除而导致的第三方主张向买方作出补偿。在不影响买方要求全额赔偿的权利的前提下，卖方应立即返还买方已经产生的费用和买方多支付的款项。

12.3 The Purchaser may also terminate the Agreement for convenience at any time by registered letter with respect of a 3 (three) months' notice, commencing on the date of the postmark. The Supplier shall not have any right to claim compensation as a result of termination under this paragraph, except if the Supplier informs Purchaser by registered letter within one week from delivery of the notice of termination proving that production had already commenced before receipt of the notice of termination. In the latter case, the Purchaser shall be entitled to choose between taking delivery of what has been produced already and compensating the Supplier for the costs already incurred. In the case of supply of services, no other compensation shall be due than the payment of the work already performed to the exclusion of any other damages such as, but not limited to, loss of profit or loss of turn over.

买方也可以3（三）个月挂号信通知的形式在任何时候无因解除合同，该3个月从邮戳日起算。如合同根据本段所述解除，卖方无权要求赔偿，除非卖方在发出解除通知的一个星期内以挂号信的形式通知买方并证明其在收到解除通知之前已经开始生产。在上述情形下，买方有权选择接受已经生产的产品或者赔偿卖方已经发生的成本。如果是卖方提供服务的情形，买方只需支付已经完成的工作，而不需赔偿其他损失，包括但不限于利润损失或营业额损失。

13 Inspection 检验

The Purchaser may arrange for the performance of any checks on the products or services to be delivered, and may for this purpose enter the premises where the products are being manufactured or the services are being rendered upon reasonable prior notification in writing.

买方可以对拟交付的产品或服务安排进行任何检验，为检验目的在合理的提前书面通知后进入产品生产或服务提供场地。

Editorial corrigendum : Total revision of the Chinese part due to grammatical errors, No contentwise changes.

14 No Waiver 弃权

Any failure or delay by Purchaser in exercising any right under the Agreement and/or these General Conditions, any single or partial exercise of any right under the Agreement and/or these General Conditions or any partial reaction or absence of reaction by Purchaser in the event of violation by the Supplier of one or more provisions of the Agreement and/or these General Conditions, shall not operate or be interpreted as a waiver (either express or implied, in whole or in part), nor shall it preclude any further exercise of any such rights. Any waiver of a right by Purchaser must be express and in writing. If there is an express written waiver of a right by Purchaser following a specific failure by Supplier, this waiver can not be invoked by Supplier in favour of a new failure, similar to the prior one, or in favour of any other kind of failure.

在卖方违反合同和/或本通用条款一个或多个规定时，买方未能或迟延行使合同项下和/或本通用条款项下任何权利，或买方单独或部分行使合同项下和/或本通用条款项下任何权利，或买方采取任何局部措施或未能采取任何措施，均不能作为或被解释为买方放弃（无论是明示或暗示，全部或部分地放弃）该等权利，也不能排除买方将来对该等权利的行使。买方对一项权利的弃权必须以明示和书面的方式进行。若针对卖方的一项特定违约行为买方给予了明示书面的弃权，卖方不得在今后出现与该特定违约行为类似的新违约行为时或出现其他类型违约行为时援引买方之前作出的弃权。

15 Invalid Provisions 无效条款

Whenever possible, these General Conditions shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of these General Conditions are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of these General Conditions shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such an event, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision, in such a way as to reflect as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).

本通用条款应尽可能地被解释为在适用的法律下是有效和可执行的。如果该通用条款的某一条款或某些条款定被发现是部分或全部无效、不合法或不可执行，则这些条款的其他部分和本通用条款的其他部分应当继续保持全部效力，如同不包括前述的无效、不合法或不可执行的条款一样。此外，在此情形下，双方应修改该等无效、不合法或不可执行的条款或有关部分和/或订立新的条款，以尽可能地反映这些无效、不合法或不可执行的条款的目的。

Editorial corrigendum : Total revision of the Chinese part due to grammatical errors, No contentwise changes.

16 Applicable law and Jurisdiction 法律适用和管辖

16.1 All issues, questions and disputes arising out of or relating to the Agreement shall be governed by, and construed in accordance with the laws of Belgium or in case none of the contractual parties is a Belgian legal entity, in accordance with the laws of the country where the Purchaser's registered office is established to the exclusion of any conflict of laws rules or provisions that would cause the laws of an other jurisdiction to be applicable.

任何由合同引起的或与之有关的争辩、问题和争议，应适用比利时法律管辖和解释。如合同各方都不是比利时法律实体，则应适用买方注册地所在国家的法律，但不包括任何可能导致适用其他法域法律的冲突法规则或条款。

16.2 The Belgian courts or in case none of the contractual parties is a Belgian legal entity the courts of the place where the Purchaser's registered office is established shall have exclusive jurisdiction over any disputes arising out of or relating to the agreements covered by these General Conditions. However, the Purchaser reserves the right to submit any dispute to another court of competent jurisdiction. At Purchaser's first written request, Supplier shall voluntarily intervene and choose sides for Purchaser if any dispute involving any product or service of Supplier, regardless of the jurisdiction this dispute is brought before.

比利时或买方注册地所在国家当地法院（如合同各方均不是比利时法律实体）对任何由本通用条款涵盖范围内的合同所引起的或与之有关的争议享有排他性管辖权。但是，买方保留将任何争议递交其他有管辖权的法院进行审理的权利。在卖方的产品或服务与任何第三方发生任何争议时，不管该争议在何地提出，一经买方书面要求，卖方应给与买方（或促使买方得到）所有买方需要的协助（包括来自于卖方相关成员管理层的合作和合理配合），以便于买方避免、反驳、抵抗、和解、妥协处理、辩护、反诉或上诉任何此等争议并指示其律师或其他买方指定的专业顾问代理买方行事（该等顾问仅依据买方的指示行事），但同时卖方有权就此等争议事项自费雇佣或聘请专为其服务的独立顾问。

PURCHASE OF PRODUCTS 购买产品

Articles 15 through 18 apply in case of supply of goods. In the event of conflict between these Articles and other Articles from the General Conditions, Articles 15 through 18 shall supersede for matters relating to the supply of goods.

第 15 至 18 条适用于购买产品的情况。如第 15 至 18 条与通用条款的其他条款发生冲突，则对于供应产品的情况下第 15 至 18 条应优先适用。

Editorial corrigendum : Total revision of the Chinese part due to grammatical errors, No contentwise changes.

17 Delivery 交付

17.1 Unless otherwise agreed in writing, delivery is to be made DDP (Delivery Duty Paid) (excluding VAT) construed in accordance to the ICC Incoterms being in effect at the time of delivery, to the warehouses of the Purchaser or any other location indicated in the order and is to be accompanied by an appropriate, duly completed delivery note. Upon delivery of the products, the Supplier shall provide, free of charge, all documents and manuals related to the products which are required by law or which are required in order to comply with applicable customs, product marking, country of origin, and other laws. Delivery of more or less than the agreed quantities and partial deliveries shall only be allowed if expressly accepted in writing by the Purchaser.

除非另有书面约定，产品应依照交货当时有效的国际贸易术语解释通则所定义的 DDP 方式（交付税付清）（增值税除外）交付至买方的仓库或订单中确定的其他任何地点，且交付时应附上适当的、完整填写的交货单。货物交付时，卖方应免费提供有关产品的所有法律要求的或订单约定的文件和手册，以满足适用的海关、产品标记、原产地和其他方面的法律。除非买方明确书面同意，卖方交付的数量不得多于或少于约定的数量，也不得部分交付。

17.2 Risk of loss or damage to the products shall pass from the Supplier to the Purchaser upon acceptance by the Purchaser. The title to the products is transferred upon delivery to the Purchaser.

产品遗失或损坏的风险自买方接受产品时由卖方转移给买方。产品的所有权在交付时转移给买方。

17.3 If assembly and/or installation by Supplier are comprised, this shall occur according to the schedule approved in advance by Purchaser in writing and Supplier shall frequently report upon the progress.

如卖方须就产品提供装配和/或安装，且卖方应经常汇报装配/安装进度。

18 Acceptance – Rejection 接受 – 拒收

18.1 Signature of the delivery note by the Purchaser shall only apply to the number of packages referred to in the delivery note. The Purchaser is not obliged to carry out acceptance checks. Acceptance of the products shall take place exclusively through the appropriation of the products without reservation. Any costs arising from delivery at the wrong address shall be solely borne by the Supplier, even if the products were delivered and the delivery note was signed off by Purchaser.

买方在交货单上的签字应仅适用于交货单中明确的包装号。买方没有义务进行收货检验。仅当买方毫无保留地占有并使用了产品时，才视为接受发生。卖方应独立承担因产品交付至错误地址而产生的任何费用，即使产品已经交付且买方签收了交货单。

Editorial corrigendum : Total revision of the Chinese part due to grammatical errors, No contentwise changes.

18.2 If the products are rejected, in whole or in part, by the Purchaser or by an authorised agent, or if the products fail to comply with the Agreement, in whole or in part, the Supplier shall, at the sole discretion of the Purchaser, remedy the lack of conformity in order to ensure full conformity to the Purchaser's satisfaction and / or deliver substitute goods that fully comply with the Agreement and / or shall take back the products delivered in whole or in part with the corresponding repayment of the monies already paid and without prejudice to Purchaser's other rights under the Agreement and/or these General Conditions. In case of rejection the Purchaser may also at its sole discretion procure replacement goods from a third party and claim back the extra costs from Supplier. In case of rejection the rejected products remain at the risk of the Supplier. The rejected products shall be stored by the Purchaser at the risk and costs of the Supplier, who shall collect the rejected products within 5 (five) working days after rejection. The Purchaser's failure to inspect the products or to properly inspect the products or to notify or to properly notify and/or give timely notification to the Supplier of any defects, be it in quantity, specifications or otherwise, or of any quantity deviations, shall not relieve the Supplier of any of its obligations hereunder or under the applicable law.

如果产品被买方或其授权代理人全部或部分拒收，或者产品未能全部或部分符合合同，卖方应根据买方单方的指示，修补产品以使产品完全令买方满意及/或交付完全符合合同的替代产品及/或部分或全部收回已交付产品并退还买方已经支付的相应款项，且上述情形不应影响买方在合同和/或本通用条款下的其他权利。如发生买方拒收的情况，买方也可以自行决定从第三方处获取替代产品并要求卖方承担买方因此额外支付的费用。在买方拒收的情况下，所拒收产品的风险由卖方承担。买方应储存拒收产品，但相应的风险和费用由卖方承担。卖方应在拒收之日起 5（五）个工作日内提取产品。买方未能检查产品或未能妥善检查产品，或未能通知、妥善通知或及时通知卖方任何质量、规格或其他方面的缺陷或数量上的偏差，均不能免除卖方根据本通用条款或适用法律所应承担的任何义务。

18.3 Until the modification or redelivery referred to above has been made, the Purchaser shall be entitled to suspend its payments, even if the invoices are not protested, and to offset the losses and costs incurred, even if the conditions for set-off by operation of the law are not or not entirely met. In addition, the Purchaser shall be entitled to be fully compensated for all costs and losses and to terminate the Agreement in accordance with Article 10.

买方有权延迟付款直至卖方根据前述规定对产品进行了修补或者重新交付，即使买方没有对发票提出异议。买方可以从应付款项中抵扣产品拒收所产生的损失和费用，即使法律规定可以进行抵扣的条件并未达成或未完全满足。买方有权要求卖方赔偿全部的费用和损失，并按照第 10 条规定解除合同。

Editorial corrigendum : Total revision of the Chinese part due to grammatical errors, No contentwise changes.

19 Packaging and transportation 包装及运输

The products to be delivered shall be packaged, stored and transported in compliance with all the relevant national and international legislation and regulations, and shall also conform to the specifications made in this regard by the Purchaser in the order or, in the absence of such specifications, to the specifications that are usually made for similar products in the normal course of business. The Supplier shall take back all its packaging free of charge at the Purchaser's request.

产品交付时的包装、储存和运输应符合所有相关的国家和国际的法律和规定，并应同时满足买方在订单中的特别要求，或者如果没有该等方面的特别要求，则应符合正常业务过程中类似产品所一般应满足的要求。如买方要求，卖方应无偿取回其所有包装。

20 Warranty – Quality 保证 – 质量

20.1 Without prejudice to any stricter legal or other obligation, Supplier warrants that all the products to be delivered are (i) in compliance with the Purchaser's Supplier Requirement Manual (ii) in compliance with the agreed specifications, characteristics and requirements, or in the absence thereof, with the usual specifications, characteristics and requirements that are made of such products in the normal course of business (iii) in compliance with all the national and international standards and regulations applicable at the time of delivery (iv) free from all defects in design, workmanship, materials and method of assembly and (v) in compliance with safety and environmental laws, rules and/ or regulations. The Supplier shall inform itself in advance of the use and purpose of the products and guarantees that the products are fully suitable for the specific intended purpose. The products shall be of good and consistent quality at all times. The Supplier further warrants the Purchaser that the products shall be free of all liens, encumbrances, and rights of third parties. Any attempt by the Supplier to limit, disclaim, or restrict any of the warranties above or any of the remedies of the Purchaser, shall be null, void and ineffective without Purchaser's prior and express written consent.

在不影响任何更严格的法定或其他义务的前提下，卖方保证其交付的所有产品(i)符合买方的“供应方条件手册”；(ii)符合双方约定的规格、性能和要求，或如果没有相关约定，则应符合正常业务过程中该类产品的一般规格、性能和要求；(iii)符合交付当时所有适用的国家和国际标准 and 规范；(iv)在设计、工艺、材料和装配方式上不存在任何缺陷；且(v)符合安全和环境方面的法律、法规和/或规定。卖方应事先了解产品的使用和用途，并保证产品完全满足特定的用途。产品在任何时候应始终维持良好的质量。卖方进一步向买方保证产品上没有设置任何留置权、权利负担或第三方权利。除非买方事先书面明确同意，卖方在上述任何保证或买方任何救济上试图设置限制、否认或约束的任何尝试均为无效。

Editorial corrigendum : Total revision of the Chinese part due to grammatical errors, No contentwise changes.

20.2 The above mentioned warranty is given for a period of 12 (twelve) months following delivery of the products to the Purchaser, unless a longer period is agreed upon in writing. For machines or equipment this period starts when the Purchaser confirms in writing that the assembly and/or installation is finished to its satisfaction insofar this is included in the delivery. If it is established by the Purchaser during this period that the quality specifications are not (longer) met, the Supplier shall immediately deliver free of charge all the parts, material and work necessary for the repair of the defect or replacement of the Product free of charge without prejudice to any other rights of Purchaser under the Agreement. The expiry of the warranty period does not limit the liability for latent defects on the part of the Supplier.

上述保证的期间为向买方交付产品之后的 12 个月，除非双方书面同意了更长的保证期间。对于机器和设备，如果交付包括进行装配和/或安装，则保证期间应自买方书面确认装配和/或安装已经令买方满意地完成时起算。如果买方在此保证期间提出产品不（或不再）满足质量规格，卖方应立即免费提供所有必要的部件、材料和工作以修复缺陷或免费替换产品，以上修复和替换并不影响买方根据合同所享有的其他任何权利。保证期间的届满并不限制或免除卖方对于隐藏缺陷所应负的责任。

20.3 The Purchaser may arrange for the performance of any checks on the products to be delivered, regardless of where the products are situated, and may for this purpose enter the premises where the products are situated.

买方可以安排对拟交付产品进行检查，无论产品位于何地，且为该等检查之目的，买方可以进入产品所在场所。

DELIVERY OF SERVICES 交付服务

Articles 19 through 21 apply in case of services performed by the Supplier. In the event of conflict between these and other Articles from the General Conditions, Articles 19 through 21 shall supersede for matters relating to the performance of services.

第 19 至 21 条适用于卖方提供服务的情况。如第 19 至 21 条与通用条款的其他条款发生冲突，则对于提供服务的情况第 19 至 21 条应优先适用。

21 Performance 履行

21.1 The Supplier is obliged to perform the services within the agreed time period according to a schedule approved in writing by Purchaser. Exceeding of this time period will cause the Supplier to be in default without notice being required. The Supplier is obliged to furnish Purchaser with timely advance notification of the progress and of any threat of exceeding of the time limit. Such advance notification and the absence of reaction thereto by Purchaser does not release the Supplier from its liability in the event of actual exceeding of the time limit.

Editorial corrigendum : Total revision of the Chinese part due to grammatical errors, No contentwise changes.

卖方有义务按照买方书面批准的进度表所规定的时间期限提供服务。超过该时间期限即构成卖方违约，而不需买方另行通知违约。卖方有义务向买方出具及时的提前通知以报告进度，并说明任何可能导致超过时间期限的情形。该等提前通知以及买方未能就通知作出反应的情形并不能免除卖方因实际超出时间期限所应承担的责任。

21.2 The Supplier shall at its own expense see to the performance of the work and/or hiring of employees, necessary permits, exemptions, approvals and decisions.

卖方应自费用负责完成工作和/或聘用员工并获取必要的许可、豁免、批准和决定。

21.3 When, in the opinion of the Supplier, the agreed works have been completed, it shall inform Purchaser thereof in writing. Within 14 (fourteen) days after receipt of this notification, Purchaser shall notify the Supplier whether or not he accepts its performance. If rejecting the performance, Purchaser shall inform in writing on shortcomings which prevent it to accept the performance. The taking into operation of the work by Purchaser shall not be considered as acceptance thereof. With the acceptance of the work performed, the rights of Purchaser in the matter of shortcomings by Supplier do not lapse, irrespective of whether during the acceptance term; it has discovered or reasonably could have discovered such shortcomings and did not notify such to the Supplier.

当卖方认为约定的工作已经完成时，其应书面通知买方。在收到该等通知的十四天内，买方应通知卖方其是否接受卖方已完成的工作。如买方拒绝接受，则买方应书面通知卖方其拒绝接受的原因。买方开始使用卖方的部分工作成果并不应视为买方接受了相应的工作。即使买方接受了卖方完成的工作，买方并不因此丧失其因卖方的工作成果瑕疵而产生的权利，无论买方是否在接受期内已发现或通过合理观察本应发现该等瑕疵而未通知卖方。

22 Guarantee 保证

22.1 Supplier warrants that it has, and will continue to have during the term of the Agreement, the required skills, experience, licenses and permits required for the proper performance of the Agreement. Supplier undertakes to involve only personnel who is professionally trained and duly motivated and has the appropriate skills and expertise for the performance of the services. Supplier shall cause its personnel to act responsibly in all circumstances and be of an irreproachable conduct. The personnel of the Supplier that is involved in the performance of the Agreement remains at any time under the sole responsibility, guidance, authority and supervision of the Supplier.

卖方保证其拥有并在合同期限内将持续拥有适当履行合同所需的技能、经验、执照和许可。卖方承诺仅由受过专业训练的、工作态度积极的、具有相应的技能和专业知识的员工提供服务。卖方将促使其员工在任何情况下都负责地和无过失地工作。负责履行合同的卖方员工在任何情况下都应受到卖方的指导、许可和监督，并由卖方承担全责。

Editorial corrigendum : Total revision of the Chinese part due to grammatical errors, No contentwise changes.

22.2 The Supplier guarantees that (i) the services are performed in a professional and skilful manner, meeting best industry practices, in conformity with the service levels and specifications, technical or other and in full compliance with all applicable laws or administrative standards, orders or regulations, including without limitation those related to safety, environment, hygiene and hazardous materials and in accordance with practices of care and skill; (ii) the services shall be free from defects in material and/or defects in workmanship; (iii) the services are in compliance with all applicable laws, regulations and codes.

卖方保证：(i) 其将以专业和精良的标准提供服务，满足最严格的工业惯例，符合技术或其他方面的服务标准和规格，完全符合所有适用的法律、行政标准、命令或规章，包括但不限于有关安全、环境、卫生、有毒材料方面的法律、行政标准、命令或规章，并且遵循惯例的注意义务和技能要求；(ii) 其提供的服务在材料和/或工艺上没有缺陷；(iii) 其服务符合所有适用的法律、规章和法令。

22.3 The Supplier guarantees that the intended result and requirements, of which the Purchaser has informed the Supplier, shall be achieved. If the work activities include in advising, the Supplier guarantees the relevance, correctness and completeness thereof.

The Supplier guarantees furthermore, the suitability and good quality of designs, drawings, guidelines, materials etc. furnished by it.

卖方保证将会达到买方通知其所要达到的结果和要求。如果工作内容包括提供建议，则卖方保证其所提供建议的关联性、正确性和完整性。卖方进一步保证其所提供的设计、图纸、准则、材料等的适用性和良好品质。

22.4 If any services do not comply with the foregoing warranties, Purchaser may, at its sole discretion, at Supplier's sole expense and without prejudice to its other rights under the Agreement and/or these General Conditions: (a) reject such services (b) require Supplier to correct such services as necessary to render them in conformity with the foregoing warranties, and consistent with Purchaser's time schedule; (c) return such work and receive a full refund of the contract price; or (d) without prior court authorisation make itself or have made by a third party at the costs and the risk of the Supplier any corrections required to cause such services to comply with the specifications and warranties. Supplier shall reimburse Purchaser for all costs and expenses incurred by Purchaser in connection with a breach of the foregoing warranties (including transportation, storage, administrative, and other incidental expenses of Purchaser).

如果任何服务未能满足以上保证，在不影响买方在合同和/或本通用条款项下其他权利的前提下，买方可以自行决定采取以下措施，并由卖方承担所有的费用：(a) 拒绝该等服务；(b) 要求卖方纠正该等服务，以使其符合以上保证和买方的时间进度；(c) 退还这些服务并促使卖方向其返还全部合同价格；或(d) 无需法院授权，自行或委托第三方纠正该等服务，以使其符合要求和保证，该等纠正措施的费用和风险由卖方承担。卖方应赔偿买方因违反上述保证所产生的所有成本和费用（包括运输、仓储、行政费用和买方的其他附随费用）。

Editorial corrigendum : Total revision of the Chinese part due to grammatical errors, No contentwise changes.

23 Changes in the scope 范围 变化

Purchaser can at its sole discretion at all times change the ordered work insofar he confirms this first in writing. The Supplier must advise the Purchaser immediately about the effects of such a change on the quality, the quantity, the time frame, the safety, the feasibility, the risks etc. of the work. The agreed remuneration shall in that case be adjusted in proportion to the extra or less work activities to be performed. Supplier has to perform the ordered changes immediately and, pending discussions about remuneration adjustment, may not suspend his services. Supplier cannot unilaterally change the scope of the order.

买方可以在任何时候自行决定改变预订工作，但其须提前书面确认该等改变。卖方必须立即告知买方该改变对工作的质量、数量、时间期限、安全性、可行性、风险等所产生的影响。在此情况下，已约定的报酬应根据增加或减少的工作量按比例调整。卖方必须立即履行改变后的工作，并且在协商报酬调整的过程中不得终止其服务。卖方不得单方面改变订单的工作范围。

24 Authentic Text 权威版本

Only the English version of the General Purchasing Terms and Conditions is authentic.

本通用购买条款和条件的英文版本才是权威版本。本中文翻译仅供参考之目的。

Editorial corrigendum : Total revision of the Chinese part due to grammatical errors, No contentwise changes.