

GENERAL TERMS AND CONDITIONS OF PURCHASE OF THE EBNER GROUP FOR PRODUCT DELIVERIES AND SERVICES, FEBRUARY 2021

艾伯纳集团产品及服务一般采购条款（2021年2月）

1. Applicability**适用范围**

These “General Terms and Conditions of Purchase” (“GTCP”) shall apply to purchase orders placed by the member of EBNER GROUP stated in the contract/purchase order (hereinafter referred to as the “Customer”) with his contractors (hereinafter referred to as the “Contractor”) as an agreed part of the contract. These GTCP of the Customer shall be deemed accepted at the latest upon commencement of the execution of the purchase order by the Contractor. In the case of follow-up orders and business relationships that are intended to last for a longer period of time, the applicability of the GTCP shall also extend to future transactions with the relevant Contractor. Irrespective of the concrete contents of the regulations, the validity or inclusion of any general terms and conditions of the Contractor is excluded, even if they have not been expressly contradicted in individual cases. They shall only apply if they have been expressly accepted by the Customer in writing.

本产品及服务一般采购条款（“采购条款”）适用于合同/订单中载明的艾伯纳集团成员（以下简称“客户”）与其供应商（以下简称“供应商”）签订的采购订单，作为合同约定的一部分。客户的采购条款最迟应当在供应商开始执行采购订单时，视为已被接受。如存在后续订单且业务关系将持续较长时间，则采购条款的适用范围也应扩展至与相关供应商的未来交易。无论其具体内容如何，任何供应商格式条款的效力或适用均被排除，即使该条款在个别情况下并未与采购合同的约定产生明显冲突。仅在客户以书面形式接受的情况下，供应商的格式条款才可以适用。

2. Conclusion of contracts and ordering process**合同的签订和采购流程**

Legally binding purchase orders of the Customer shall exclusively be placed in writing (including via EDI, email or fax) by the respective Customer’s purchasing department in charge. In the case of a binding offer of the Contractor, the contract between the Customer and the Contractor shall

become effective upon the Customer’s legally binding purchase order. In all other cases the contract shall become effective upon confirmation of the order by the Contractor in compliance with the following regulations. The Contractor shall confirm the Customer’s purchase orders by means of a written acknowledgement of order within five (5) working days as of submission of the Customer’s purchase order (decisive date for timely confirmation is the date of receipt by the Customer) or (except in the case of a binding offer) reject them within the same period in writing. The Customer shall in any case be entitled to withdraw the purchase order or rescind the contract, as the case may be, free of charge without having to state any reasons before it receives an unconditional acknowledgement of order or within the said five-day period. The Customer shall immediately notify the Contractor thereof. The Customer reserves the right to reject acknowledgements of orders that it receives after the five-day period. If the purchase order is not expressly rejected by the Contractor within the said period of five days or if the Contractor starts the relevant work in a way that can be seen by the Customer, the Customer’s purchase order, including the present GTCP, shall be deemed fully accepted and the contract shall thus be deemed concluded, unless the Customer withdraws the purchase order or rescinds the contract as mentioned above.

具有法律约束力的客户采购订单须由客户各自的采购主管部门以书面形式（包括通过电子数据交换、电子邮件或传真）发出。在供应商提出具有约束力的报价的情况下，客户与供应商之间的合同应自客户发出具有法律约束力的采购订单之日起生效。在所有其他情况下，供应合同自供应商按下列规定确认订单之日起生效。供应商应在客户提交采购订单后的五（5）个工作日内，通过发送书面订单确认书的方式确认客户的采购订单（是否及时确认取决于客户收到订单确认书的日期），或者（除在有约束力的报价的情况下）在相同期限内以书面形式拒绝采购订单。在任何情况下，客户均有权在收到无条件的订单确认书之前或在上述五天期限内，免费撤回采购订单或解除合同，并且不必说明任何理由。对此，客户应立即通知供应商。对于在五天期限后收到的订单



确认书，客户保留拒绝接受的权利。如果订单在上述五天内未被供应商明确拒绝，或供应商已经以客户可见的方式开始相关工作，则客户的订单（包括本采购条款）应视为被完全接受，采购合同也因此视为已签订，除非客户撤回订单或按上述方式解除合同。

The Customer may request modifications to the order or the delivery item in terms of design and execution at any time. If, as a result, the agreed delivery deadlines can no longer be met or the agreed prices have to be increased, the Contractor shall immediately notify the Customer thereof and submit a reasonable proposal in writing with regard to the delivery deadline and/or price increase. Otherwise, the originally agreed delivery periods and prices shall also apply to the modified order.

客户有权在任何时候要求就设计和履行对订单或货物进行修改。如果因此不能在约定的交货期限内交付，或必须提高约定的价格，供应商应立即通知客户，并以书面形式向客户提交有关交货期限和/或价格提高的合理建议。否则，原先约定的交货期限和价格也应适用于修改后的订单。

The Contractor may only rely on modifications of, amendments to, additions to or extensions of the purchase order if they were expressly ordered in writing or confirmed in writing by the Customer's purchasing department in charge. Where modifications, amendments and/or additions/extensions are ordered in a different way or by a different department of the Customer and/or where it cannot be seen without doubt that they have been made in agreement with the Customer's purchasing department in charge, the Contractor shall in any case immediately notify the Customer's purchasing department in charge in writing and obtain a written confirmation in this respect. Otherwise, the Customer shall be entitled to consider such modifications, amendments, and addenda/additions as not having been agreed in a legally binding manner. In that case all resulting costs and disadvantages shall be borne by the Contractor.

只有在对订单的修改、修订、补充或扩展系由客户的采购主管部门以书面形式明确发出或以书面形式确认的情况下，供应商方可依赖上述修改、修订、补充或扩展。如果修改、修订和/或补充/扩展是以其他方式或由客户的其他部门发出，且/或

不能毫无疑问地获知它们是与客户的采购主管部门达成协议的情况下进行的，则供应商均应立即书面通知客户的采购主管部门并获得相关书面确认。否则，客户应有权认为这些修改、修订和增补/补充无法律约束力。在这种情况下，所有由此产生的费用和不利因素均应由供应商承担。

The Contractor confirms that, on his part, only persons who are sufficiently authorised to make legally binding statements on behalf of the Contractor will be used to process the purchase order and to perform the contract. 供应商确认，就其自身而言，只有被充分授权、能代表其作出具有法律约束力声明的人员，方可处理采购订单以及履行合同。

In the Contractor's correspondence with the Customer, the purchase order number shall always be stated. 在供应商与客户的通讯中，应始终说明采购订单的编号。

3. Deliveries/Services, deadlines, and dates

交付/服务、截止期限和日期

3.1 Significance of the Contractor's Deliveries and Services

供应商交付和服务的重要性

The Contractor undertakes to exercise particular care in the fulfilment of his Deliveries/Services. This includes the procurement of all relevant information to be taken into account for the fulfilment of the Deliveries/Services under the concretely prevailing conditions of the transport route and the place of use of the supplies and services as well as for the integration of his supplies and services into the overall system of the Customer.

供应商承诺在履行其交付/服务的过程中将特别审慎。其中包括：为履行交付/服务，供应商应根据运输路线及供货和服务使用地点的实际情况获取所有相关信息；或者为将提供的货物和服务纳入客户的整体系统，供应商应获取所有相关信息。

3.2 Scope of deliveries and services ("Deliveries/Services")

交付物和服务的范围（“交付/服务”）。

The Customer's contractual duties to collaborate and/or to provide material/staff are listed exhaustively in the contractual documents. Accordingly, the Contractor shall provide the agreed Deliveries/Services (including a complete documentation in



accordance with these GTCP and/or the contractual agreements) properly, at the agreed time, completely and for the agreed, fixed lump sum (= guaranteed maximum price, included all taxes and charges; reductions and discounts shall be deducted for the benefit of the Customer). To perform the agreed Deliveries/Services, the related duties/obligations and, in particular, to ensure smooth processing of the purchase order, proper and quick assembly/putting into operation, as well as trouble-free, continuous industrial operation, the Contractor shall, among other things, carefully check the contents of the documents underlying the purchase order, including but not limited to the technical specifications of the purchase order, for completeness, suitability and absence of errors, and immediately point out any noticeable problems in this connection to the Customer. Complete fulfilment of the agreed Deliveries/Services includes effective transfer of unrestricted, unencumbered title to all parts of the Deliveries/Services and obtaining unrestricted power to dispose of the same, including all records/documentation that are/is necessary for putting into operation, for continuous operation or regular maintenance of the same and/or any records/documentations that may have been agreed in addition. Unless otherwise agreed, such records/documentation shall be supplied at least in the Customer's local language and in English. Insofar as existing industrial property rights or other rights of the Contractor or of third parties exist that could prevent the Customer or his customers from using the Deliveries/Services, the Contractor shall grant the Customer an appropriate, non-exclusive right of co-use, which is unlimited in terms of time, place, and content, free of charge and freely transferable within the group association of the EBNER GROUP and extendable and sub-licensable to his customers and suppliers or shall ensure that such a right is granted by third parties. The Contractor guarantees that worldwide there are no restrictions of whatsoever kind, such as, e.g. claims or rights of third parties (such as, in particular, trademark rights or registered design rights, patents or territorial protection) and no rights of third parties shall be infringed, neither through the Deliveries/Services nor through the operation and/or use of the delivery items. In the case of a violation of this obligation, the Contractor

shall completely indemnify and hold harmless the Customer from and against all claims and costs (e.g. third-party claims). This obligation shall also extend to the reimbursement of lawyers' fees and other legal defence costs incurred by the Customer.

客户的合作义务和/或提供材料/人员的合同义务穷尽式列明于合同文件中。因此，承包人应在约定的时间，以约定的固定总价（=保证最高价格，包括所有税费；为了客户的利益，应扣除减价和折扣），以适当的方式完全履行约定的交付/服务（包括根据本采购条款和/或合同文件提供完整的资料文件）。为了履行约定的交付/服务、相关职责/义务（特别是为了确保顺利处理采购订单、适当和快速装配/投入运行，以及无故障、连续的工业运行），除其他事项外，供应商还应仔细检查采购订单项下文件资料的内容，包括但不限于采购订单的技术规格，以确保完整性、适用性和避免错误，并立即向客户指出这方面的任何明显问题。完全履行约定的交付/服务，包括有效转让交付物/服务所有部分的无限制、无权利瑕疵的所有权，并获得无限制的处分权（包括投入运行、持续运行或定期维护所需的所有记录/文件，和/或额外约定的任何记录/文件）。除非另有约定，此类记录/文件应至少以客户的本地语言和英语提供。如果供应商或第三方的现有工业产权或其他权利可能妨碍客户或其客户使用交付物/服务，则供应商应授予客户适当的、非排他性的共同使用权，该权利在时间、地点和内容方面均无限制，且可在艾伯纳集团内部免费自由转让，并可扩展和再许可给其客户和供应商，或者供应商应确保第三方授予客户上述权利。供应商保证交付物/服务之上在世界范围内不存在任何形式的限制，例如，第三方的索赔或权利（例如，特别是商标权或外观设计、专利或领土延伸保护），并且无论是通过交付/服务，还是通过运行和/或使用交付物品，均不会侵犯第三方的权利。在违反这一义务的情况下，供应商应完全赔偿客户的所有索赔和费用（例如第三方索赔），并使其免受任何损害。这项义务也应延伸至偿还客户的律师费和其他抗辩费用。

3.3 Periods and deadlines of Deliveries/Services

交付/服务的期间和截止期限

As a matter of principle, the time at which all contractual and statutory duties/obligations of the Contractor in connection with the Deliveries/Services in accordance with the purchase order, the bases of the purchase order (in particular the binding offer,



technical specifications, etc.) and the present GTCP have been completely fulfilled shall be deemed the time of complete fulfilment. All agreed periods and deadlines of Deliveries/Services are binding and must be strictly adhered to by the Contractor. Unless otherwise agreed in writing, any delivery periods that may have been fixed in the purchase order shall commence on the date the purchase order is sent by the Customer. If the Contractor notices that observance of the agreed periods and deadlines of Deliveries/Services or other deadlines that may have been agreed might be jeopardised, he shall immediately notify the Customer thereof in writing and state the reasons and the expected duration of the default. Concurrently he shall advise the Customer of necessary and suitable measures to prevent or reduce the imminent defaults and implement the same.

原则上，根据采购订单、采购订单的依据（特别是具有约束力的报价、技术规格等）和本采购条款，供应商完全履行与交付物/服务有关的所有合同 and 法定职责/义务的时间应被视为合同完全履行的时间。所有约定的交付/服务的期间和截止期限均具有约束力，且供应商必须严格遵守。除非另有书面约定，采购订单中确定的任何交付期间应自客户发送采购订单的日期开始。如果供应商注意到交付/服务的约定期间和截止期限或约定的其他截止期限可能无法得到遵守，则其应立即以书面形式通知客户，并说明违约的原因和预期期限。同时，供应商应将防止或减轻即将发生违约行为的必要、适当措施告知客户，并实施这些措施。

If the Contractor is already late in fulfilment of his contractual obligations (in particular with respect to agreed periods/dates of delivery/service and other agreed deadlines that may have been agreed) or if occurrence of such default is already foreseeable due to the actual course of the project, the Customer shall, inter alia, be entitled to carry out a reasonable concurrent check of the Contractor's activities related to performance of the Deliveries/Services and to enter the relevant production sites and other premises of the Contractor for that purpose if and to the extent necessary and upon prior notice and to demand that the Contractor take necessary, appropriate measures to prevent/reduce any (further) defaults/delays in the performance of the agreed Deliveries/Services. Both the default as such

and the failure to take the requested necessary and appropriate measures to reduce/prevent any (further) defaults by the Contractor shall each constitute a material breach of contract, which entitles the Customer, irrespective of all other rights and claims to which he is legally entitled, to exercise the rights in accordance with Clause 8.1.

如果供应商已经迟延履行其合同义务（特别是和约定的交付/服务期间/日期和其他期限相关的义务），或者如果基于项目的实际进程，这种违约的发生已经可以预见，则除其他权利之外，客户还应有权对供应商与履行交付/服务有关的活动进行合理的同步检查，并在必要时和事先通知的情况下为此目的进入供应商的相关生产场地和其他场所，并要求供应商采取必要的、适当的措施，防止/减少履行约定的交付/服务的任何（进一步的）违约/延误。供应商的违约行为本身和其未能采取所要求的必要和适当的措施以减少/防止任何（进一步的）违约均应构成重大违约，对此客户有权根据第 8.1 条行使权利，而不影响其在法律上享有的所有其他权利和请求权。

3.4 Provision of Deliveries/Services 提供交付/服务

The Deliveries/Services to be provided by the Contractor shall be able to be used as cost-effectively and permanently as possible. Ongoing expenses for repair/maintenance/replacement within the scope of the contractually agreed shall be carried out according to the current state of the art.

供应商提供的交付/服务应能尽可能实现持久且高成本效益的使用。在合同约定的范围内，针对维修/保养/更换的持续性费用应根据目前的技术水平进行。

Subsequent modifications of or amendments to the agreed Deliveries/Services (e.g. modified technical designs, etc.) which (i) are not attributable to the Customer's sphere of responsibility or (ii) have not been expressly ordered by the Customer shall in any case require express consent of the Customer and, unless agreed otherwise, shall not lead to any additional costs for the Customer, in particular with respect to continuous industrial operation and regular repair/maintenance and replacement. Any administrative or statutory changes that lead to a subsequent modification of or amendment to the



Deliveries/Services shall be attributed to the Contractor's sphere of responsibility and any additional costs caused by such changes may not be charged to the Customer. The Contractor may claim defaults in the provision of his Deliveries/Services for which the Customer is demonstrably responsible only if he has asked the Customer to observe its deadlines/comply with its duties to collaborate in writing in due time and has granted the Customer a reasonable grace period to do so. In the case of defaults for which the Customer is demonstrably responsible as defined above, the agreed periods and deadlines of Deliveries/Services shall be extended/postponed for not more than the period of the defaults for which the Customer is demonstrably responsible, with the Contractor at the same time being obliged to reasonably minimise the default.

对约定的交付/服务的后续修改或修订（例如，修改的技术设计等），如果：

(i) 不归于客户的责任范围或

(ii) 并非由客户明确指示

在任何情况下均需得到客户的明确同意，并且除非另有约定，否则不应导致客户的任何额外费用，特别是在持续的工业运行和定期维修/保养和更换方面。任何导致随后修改或修正交付/服务的行政或法律变化应归于供应商的责任范围，由这些变化而引起的任何额外费用不得向客户收取。只有在已书面要求客户遵守最后期限/履行其合作义务并给予客户合理的宽限期的情况下，供应商方可主张客户对其提供交付/服务中的违约负有责任。在上述客户明显对违约负有责任的情况下，交付/服务的约定期间和截止日期应延长/推迟，但不应超过客户明显负有责任的违约期限，同时供应商有义务合理地使违约减少至最低程度。

If, for reasons not attributable to the Contractor, deadlines are postponed in the fulfilment of the Deliveries/Services, the Contractor shall arrange for proper storage for up to 6 months at the expense and risk of the Contractor.

如果由于不可归咎于供应商的原因，履行交付/服务的最后期限被推迟，供应商应安排适当的储存，最长至 6 个月，费用和 risk 由供应商承担。

3.5 Suspension, cancellation, storage

中止、取消、储存

(i) Suspension: The Contractor agrees to suspend performance/provision of the Deliveries/Services temporarily (in whole or

in part) for a total period of up to 12 months at the Customer's request, with the first six (6) months of suspension being free of charge and the Contractor not being entitled to assert any claims whatsoever vis-à-vis the Customer. For the period of suspension that is not free of charge, the Customer shall reimburse exclusively direct additional costs of the Contractor (but no lost profit or actual loss suffered in the form of lost earnings) exclusively caused by the suspension in connection with the final invoice for the transaction. The Contractor shall provide the Customer with sufficient evidence of such suspension no later than 4 weeks after the suspension has ended. The Contractor shall keep the costs resulting from the suspension as low as possible and continue performance of the Deliveries/Services immediately after termination of the suspension.

中止：供应商同意在客户的要求下，暂时中止履行/提供（全部或部分）交付/服务，总期限不超过 12 个月，其中前六（6）个月的中止履行是免费的，供应商无权对客户提出任何索赔。对于非免费的中止履行期，客户仅应补偿供应商由中止履行引起的、与交易的最终发票相关的直接额外费用（但不包括损失的利润或以收益损失形式遭受的实际损失）。供应商应在中止履行结束后 4 周内向客户提供此类中止履行的充分证据。供应商应尽可能降低因中止履行造成的费用，并在中止履行结束后立即继续履行交付/服务。

(ii) Cancellation: The Customer shall be entitled to cancel the purchase order/the agreed Deliveries/Services in whole or in part at any time and no reasons need to be stated. In the case of cancellation, the Customer shall pay the Contractor a reasonable portion of the agreed contract price for the Deliveries/Services already provided and delivered by the time cancellation was declared by the Customer. The Deliveries/Services ready for handover are to be settled concurrently against handover and transfer of the unrestricted title. Any other claims of the Contractor shall be excluded.

取消：客户应有权在任何时候取消全部或部分采购订单/约定的交付/服务，且无需说明理由。在取消的情况下，客户应就客户宣布取消时已经提供和交付的货物/服务，向供应商支付约定的合同价格的合理部分。准备移交的交付物/服务应在交付和转让不受限制的所有权时同步结算。供应商的任何其他索赔应被排除。



4. Packaging, shipment, and delivery

包装、运输和交付

The shipment conditions and packaging guidelines of the Customer shall apply. If the Contractor does not have them, they must be requested from the Customer.

适用客户的运输条件和包装准则。若供应商没有上述文件，则须向客户索要。

Unless otherwise provided in the purchase order, delivery shall be effected DDP in accordance with the Incoterms® 2020 at the agreed lump-sum price (Clauses 3.1 and 6) and during normal business hours – unloaded at the stated place of destination. Every delivery shall be accompanied by appropriate, customary shipping documents (including but not limited to a delivery note and a commercial invoice in accordance with Clause 6) stating in particular the quantity delivered, the actual recipient of the shipment at the Customer and the purchase order number. Contractor shall provide appropriate valid preference certificates and/or information concerning export control permit regulations (e.g. ECCN/AL number, etc.). Any and all damage/additional costs resulting from non-compliance with the stated or otherwise agreed packaging/shipment/documentation or delivery terms shall be borne/reimbursed by the Contractor.

除非采购订单中另有规定，交付应根据 2020 年国际贸易术语解释通则中 DDP（目的港完税后交货） 的规定，按照约定的总价（第 3.1 条和第 6 条），在正常营业时间内，在规定的目的地卸货。每次交货均应附有适当的、符合习惯的货运单据（包括但不限于交货单和符合第 6 条规定的商业发票），上述文件应特别说明交货数量、客户的实际收货人和采购订单号。供应商应提供适当的有效优惠证书和/或有关出口管制许可规定的信息（如出口管制分类编码等）。因不遵守所述或其他约定的包装/运输/文件或交付条款而导致的任何及所有损失/额外费用应由供应商承担/补偿。

5. Passing of risk and transfer of title

风险和所有权的转移

Subject to the following provisions, the risk shall, in principle, pass in accordance with the agreed Incoterms® 2020 clause. Unless otherwise agreed, the transfer of title with regard to the Deliveries/Services (in particular also with regard to documentation, including the transfer of the corresponding

rights to use the work in accordance with Clause 3) shall in principle take place simultaneously with the passing of risk. If partial payments have been agreed, the transfer of title for the relevant part of the Deliveries/Services shall take place at the latest upon corresponding payment (if necessary also by means of setoff) of the payment instalment agreed for this part provided that the time of payment is before that of the passing of risk in accordance with the respective agreed Incoterms® 2020 clause.

根据以下规定，风险原则上应按照约定的 2020 年国际贸易术语解释通则的条款进行转移。除非另有约定，有关交付物/服务的所有权转移（特别是有关文件资料，包括根据第 3 条相应成果使用权的转让）原则上应与风险转移同时发生。如果约定了部分付款，则交付物/服务相关部分的所有权最迟应在相应款项支付（如有必要也可通过抵销）完成后转移，前提是付款时间应在约定的 2020 年国际贸易术语解释通则规定的风险转移之前。

Where the Deliveries/Services to be provided by the Contractor also include setting up, installation, assembly, and/or putting into operation, title shall, unless otherwise agreed, in any case be transferred upon delivery of the relevant shipment (part) according to the agreed Incoterms® 2020 clause, whereas the risk shall pass not earlier than upon unconditional acceptance of all Deliveries/Services as agreed in the contract. 如果供应商提供的交付/服务还包括设置、安装、装配和/或启动运行，除非另有约定，否则在任何情况下，所有权应根据商定的 2020 年国际贸易术语解释通则的条款在相关货物（部分）交付时转移，而风险不应在合同中约定的所有交付/服务被无条件接受前转移。

To the extent that the Customer has already made a down payment, the Customer shall acquire the right to have unrestricted title to installation parts and components (including documentation already available) that have been provided already or are already available in the Contractor's sphere of control transferred to the extent of the equivalent of the down payment already made (vested right). Any additional security interests of the Customer shall remain unaffected hereby. If the Customer's rights should be attached or otherwise compromised, the Contractor shall immediately notify the Customer of those



circumstances in writing and hold harmless and indemnify the Customer. For the rest, the Contractor represents that his Deliveries/Services are free of any reservations of title and/or restrictions on use whatsoever.

在客户已经支付了预付款的情况下，客户应获得对已经提供的或在供应商控制范围内已经存在的安装部件和组件（包括已经提供的文件）的无限制的所有权，其转让范围相当于已经支付的预付款所对应的货物范围（既得权利）。客户的任何附加担保权益在此不受影响。如果客户的权利被扣押或以其他方式受到损害，供应商应立即以书面形式通知客户相关情况，使客户免受损害，并赔偿其损失。此外，供应商表示其交付/服务无任何所有权保留和/或使用限制。

6. Prices, terms of payment, invoicing, and setoff

价格、付款条件、发票和抵销

Unless otherwise agreed, all prices for Deliveries/Services shall be deemed fixed lump-sum prices (Clause 3.1), inclusive of all taxes, fees and charges, however, exclusive of value added tax (or similar excise taxes), DDP Incoterms® 2020 Customer's premises (see Clause 4), inclusive of all costs of packaging, shipment, transportation, customs clearance, documentation, licences, CE marking (where applicable), technical inspections, appropriate coating and corrosion protection, labelling/signage and assembly, putting into operation and acceptance. The agreed price basis and the terms and conditions for the Deliveries/Services (e.g. project discount) agreed in this connection shall, at the Customer's request, also apply to follow-up orders/supplements/amendments to the purchase order and to orders for spare parts/wearing parts and change parts for the Deliveries/Services. Incidental costs associated with the execution of the order that are regulated neither in agreements nor in INCOTERMS 2020 shall be borne by the Contractor.

除非另有约定，所有交付/服务的价格应被视为固定的总价（第 3.1 条），包括所有的税、费用和收费，但是，不包括增值税（或类似的营业税），以 2020 年国际贸易术语解释通则中 DDP（目的港完税后交货）的贸易术语，交付至客户的场地（见第 4 条），包括包装、装运、运输、清关、文件、许可证、CE 标志（如适用）、技术检验、适当的涂层和防腐措施、标签/标志和装配、投入使

用和验收的所有费用。关于交付/服务在此方面约定的价格基础和条款和条件（如项目折扣），在客户要求的情况下，也应适用于后续订单/对采购订单的补充/对采购订单的修订，以及针对交付/服务的部件/损耗件和更换件的订单。与执行订单有关的、既不在协议中也不在 2020 年国际贸易术语解释通则中规定的杂项费用应由供应商承担。

Unless expressly agreed otherwise, the Customer shall make payments upon complete and proper fulfilment of all contractual and statutory duties/obligations of the Contractor (see in particular Clause 3) within 45 days of receipt of a proper invoice less a 3 % cash discount or within 90 days of invoicing with no cash discount. If late payment occurs due to the Customer's fault, late payment interest of 4% p.a. shall be deemed agreed. Commercial invoices shall be submitted to the Customer in electronic form, including any proof of performance of Services or the delivery note. Value-added Tax Special Invoices in conformity with the relevant laws and regulations shall be provided to the Customer together with the commercial invoices. Commercial invoices and Value-added Tax Special Invoices that have not been properly submitted may be rejected by the Customer and the Customer has the right to temporarily withhold payment. The Customer is entitled to offset claims to which the Contractor is entitled vis-à-vis the Customer or any of his affiliates of the EBNER group of enterprises against claims to which the Customer or any of his affiliates is entitled vis-à-vis the Contractor or any of his affiliates and which have been assigned to the Customer, even if they are not of the same kind and due. This shall apply independent of the legal basis of the relevant accounts payable/receivable. The Contractor shall not offset his own claims against counter-claims out of the same transaction or other transactions, unless such counter-claims have been ascertained by court in a non-appealable manner or expressly acknowledged by the Customer.

除非另有明确约定，客户应在供应商已完全和适当地履行其所有合同和法定职责/义务（特别是见第 3 条）后，在收到正确开具的发票后 45 天内付款（扣除 3% 的现金折扣），或在开具发票后 90 天内付款（无现金折扣）。如果由于客户的过失而发生逾期付款，应视为其同意支付 4% 的逾期付款利息。商业发票应以电子形式提交给客户，包



括任何履行服务的证明或交货单。符合相关法律规定的增值税专用发票应与商业发票一起提供给客户。客户可以拒收未正确提交的商业发票和增值税专用发票，并且有权暂时不予付款。客户有权将供应商对客户或其**艾伯纳**集团中的任何关联公司享有的债权，与客户或其任何关联公司对供应商或其任何关联公司享有的并已转让给客户的债权进行抵销，即使它们不属于同一种类且未到期。前句的适用独立于相关应付/应收账款的法律基础。供应商不得将其请求权与同一交易或其他交易中客户的请求权相抵消，除非客户的请求权已被法院以不可上诉的方式确定或被客户明确承认。

Any right of the Contractor to retain the Deliveries/Services is expressly excluded.
供应商保留交付物/服务的任何权利被明确排除。

7. Collateral and insurance

担保物和保险

Insofar as a retention/security deposit is agreed between the Contractor and the Customer, this will be retained for the duration of the agreed or subsequently extended warranty or guarantee period (and at least for a period of two (2) years from unconditional taking of delivery or unconditional acceptance) plus 45 calendar days, bear no interest and may be replaced by the Contractor by a free, irrevocable and abstract bank guarantee issued by a first-class bank that is acceptable to the Customer. Bank guarantees shall be issued in the form of the Customer's templates. The Contractor shall take out appropriate insurance as necessary for the relevant transaction and maintain the same until the end of the warranty or guarantee period and provide the Customer with adequate confirmations by the insurance company (in particular with respect to coverage/the sum insured and exclusions from coverage) upon the Customer's request before commencement of performance of the contract; Otherwise, the Contractor shall be in culpable default, and the Customer shall be entitled, irrespective of any other claims and rights against the Contractor, at his discretion to prohibit the Contractor from performing the delivery or service until an acceptable insurance confirmation has been submitted at the expense and risk of the Contractor or, at his discretion, to take out appropriate insurance at the expense of the

Contractor or to withdraw from the contract. In such cases, the Customer shall be indemnified and held harmless by the Contractor. Existing insurance contracts shall, however, in no case limit any liabilities/other obligations of the Contractor. 如果供应商与客户之间约定了保留金/质保金，则其将在约定的或随后延长的质保或保证期（至少在无条件收货或无条件验收后的两（2）年内）加**45**个日历日的期间内保留，不计利息，并可由供应商以客户接受的一流银行出具的免费、不可撤销、无条件银行保函代替。银行保函应以客户提供的模板形式出具。供应商应根据相关交易的需要购买合适的保险，在质保期或保证期结束前维持该保险，且在开始履行合同前根据客户的要求向客户提供保险公司出具的适当的确认书（特别是关于保险范围/保险金额和除外事项）。否则，供应商陷入有过错的违约，且客户有权在不影响其对供应商的任何其他索赔和权利的情况下，自行决定禁止供应商履行交货或服务，直至提交客户可接受的保险确认书为止，上述费用和 risk 由供应商承担，或自行决定购买适当的保险，且费用由供应商承担，或解除合同。在这种情况下，供应商应全额赔偿客户的损失并使客户免受任何损害。然而，保险合同在任何情况下均不应限制供应商的任何责任或减轻供应商的其他义务。

8. Defaults in performance – delay in delivery, warranty

履约违约--延迟交付、保证

8.1 Delay in delivery

延迟交付

If the Contractor is in default in the fulfilment of his contractual obligations (in particular with respect to agreed periods and deadlines of Deliveries/Services or other agreed deadlines), the Customer shall, at his option, be entitled to rescind the contract in whole or in part, to claim damages for the damage/additional costs caused thereby and to bring about substitute performance at the Contractor's cost and risk through third parties or himself after setting or granting a reasonable grace period, irrespective of any and all other rights and claims to which the Customer may be entitled. The Customer shall also be entitled to these rights if the Contractor has actually had a reasonable grace period at his disposal or if the Customer already has justified reason to assume prior to the respective contract date that the Contractor is not willing or able to fulfil essential contractual obligations on time



or will not be able to do so. In this respect the Contractor shall provide any materials, information, parts of documentation (including but not limited to workshop drawings, calculations), licences, etc. that are absolutely necessary for substitute/self-performance and to achieve the purpose of the contract free of charge.

如果供应商在履行其合同义务时违约（特别是关于交付/服务的约定期间、期限或其他约定的期限），客户应有权选择全部或部分解除合同，要求赔偿由此造成的损失/额外费用，并在设定或给予合理的宽限期后，通过第三方或自行替代履行，费用由供应商承担，而不影响客户享有任何其他权利和索赔。如果供应商已享有合理的宽限期，或者如果客户在相关合同日期之前已经有合理的理由认为供应商当下或未来不愿意或不能按时履行基本的合同义务，则客户也应享有上述权利。为此，供应商应免费提供替代履行/自行履行和为实现合同目的而绝对必要的任何材料、信息、文件（包括但不限于车间图纸、计算表）、许可证等。

8.2 Contractually modified warranty

按照合同约定调整的质保期

The Contractor ensures that the Deliveries/Services will be provided as agreed in the contract and will be free from defects in quality and/or title of any kind both at the time of delivery and throughout the warranty period and will have the usually expected and, in particular, the specifically agreed properties and are intended for continuous industrial operation in the overall system of the Customer. Moreover, the Contractor expressly warrants that his Deliveries/Services will fulfil all agreed requirements in accordance with Clause 3 of these GTCP throughout the warranty period. In addition, for the above purposes, the Contractor warrants accuracy and completeness of his engineering, consultancy and documentation work and, in the case of dispatched personnel, for the accuracy and completeness of oral and/or written instructions. Accordingly, the Contractor shall be liable for the actions of the Customer and/or third parties carried out on the basis of such instructions. The Deliveries/Services shall fulfil the standards and regulations applicable at the place of execution of the purchase order/designated use. If a defect as defined in these GTCP occurs/arises during the warranty period, the Contractor shall

remedy the defect as agreed in these GTCP unless the Contractor can prove that the defect was caused by wilful misconduct or gross negligence of the Customer. The Customer shall have no duty to inspect/object to the Deliveries/Services at the time of delivery/acceptance of the Deliveries/Services of the Contractor, but shall notify the Contractor of the defects within a reasonable period after it has discovered the defect; the Contractor thus also waives the objection of late notice of defects.

供应商保证交付物/服务将按照合同中的约定提供，在交付时和整个质保期内没有任何质量和/或权利方面的瑕疵，并将具有符合通常预期的、特别是具体约定的特性，并且上述交付物/服务将在客户的整个系统中持续进行工业运行。此外，供应商明确保证其交付/服务将在整个质保期内满足本采购条款第3条的所有要求。此外，为了上述目的，供应商保证其工程、咨询、文件资料以及（在派遣人员的情况下）口头和/或书面指示的准确性和完整性。因此，供应商应对客户和/或第三方根据这些指示所采取的行动负责。交付物/服务应符合采购订单履行地/指定用途所适用的标准和法规。如果在质保期内发生/出现本采购条款中定义的缺陷，供应商应按照本采购条款中的约定对该缺陷进行补救，除非供应商能够证明该缺陷是由客户的故意或重大过失造成。客户在交付/接受供应商的交付物/服务时，没有义务对交付物/服务进行检查/提出异议，但应在发现缺陷后的合理期限内通知供应商；因此，承包商亦放弃对客户延迟通知缺陷提出异议的权利。

With respect to assertion of warranty claims in court that have arisen during the warranty period, a statutory period of limitation of 36 months from the time the claims arose shall apply. The Contractor shall remedy defects arising during the warranty period free of charge within a short but reasonable period of time at the Customer's choice, either by improvement, replacement, or subsequent delivery. When remedying defects, the Contractor shall safeguard the legitimate interests of the Customer, in particular in connection with the requirements of production. Irrespective of the fact that improvement/replacement shall principally have priority, there shall also be the possibilities/remedies of price reduction and cancellation at the Customer's equitable discretion. The Customer shall be entitled to

immediately remedy/eliminate defects/deficiencies himself or to have them remedied/eliminated by third parties at the expense and risk of the Contractor (in particular in exigent circumstances), whereby warranty claims shall remain unaffected by this insofar as the relevant remedy of defects has been carried out in a fundamentally professional manner.

对于在质保期内产生的保修请求权，应适用自请求权产生之时起 36 个月的法定诉讼时效。供应商应在尽可能短的合理期限内免费补救质保期内出现的瑕疵，补救措施可由客户选择，即改进、更换或重新交付。在补救瑕疵时，供应商应保障客户的合法利益，特别是与生产要求有关的合法利益。尽管改进/更换应是优先选择的补救措施，但在客户的合理决策下，客户也可以选择降价和取消订单的补救措施。客户有权立即自行补救/消除缺陷/瑕疵，或由第三方补救/消除，费用和 risk 由供应商承担（特别是在紧急情况下）；只要相关的瑕疵补救是以专业方式进行的，则保修请求权不受影响。

The warranty period shall be 24 months for movable items from the time of complete fulfilment of all contractual and statutory duties/obligations of the Contractor and unconditional taking delivery of or, if agreed in the contract, unconditional acceptance of the Deliveries/Services by the Customer, and 36 months after the aforementioned dates for immovable items. For latent defects and defects in title the warranty period shall start to run not earlier than from the time they are noticed. In the case of improvement/replacement/repair or subsequent delivery, the warranty period for the Deliveries/Services concerned shall start to run anew after successful completion of improvement. Furthermore, the warranty period for the entire Deliveries/Services shall start to run anew if the defect considerably reduces or prevents the functionality or use of the Delivery/Services.

动产质保期为 24 个月，自供应商完全履行所有合同和法定职责/义务，且客户无条件接收或（如果合同中约定）无条件接受交付物/服务之时起算；对于不动产，质保期为上述日期后的 36 个月。对于隐蔽瑕疵和所有权瑕疵，质保期应不早于瑕疵被发现时开始计算。在改进/替换/修理或重新交付的情况下，有关交付物/服务的质保期应在成功完成改进后重新开始计算。此外，如果瑕疵大大降

低或阻碍了交付物/服务的功能或使用，则全部交付物/服务的质保期应重新开始计算。

The warranty periods shall be interrupted by downtimes/times during which the entire Delivery and/or Service cannot be used that have been caused by the Contractor and/or are due to the defect. This shall in particular apply to times during which defects are remedied.

若因供应商造成的和/或由于产品缺陷而导致的停工/整个交付和/或服务无法使用，则质保期在上述时间中断。前句特别适用于瑕疵补救的时间。

Any other rights to which the Customer may be entitled due to defectiveness of Deliveries/Services shall remain unaffected hereby.

客户因交付物/服务瑕疵而享有的任何其他权利不受上述条款影响。

9. Damages and product liability **损害赔偿和产品责任**

The Contractor shall be liable according to statutory provisions (including product liability provisions) for damage caused by him (or persons attributable to him). The Contractor shall be liable both for his sub-contractors and his suppliers as for himself, independent of their influence on the provision of Deliveries/Services; no limitations of liability are agreed. To the extent that the Customer is held liable by third parties under national/international product liability laws on the ground of faulty Deliveries of the Contractor, the Contractor shall indemnify and hold harmless the Customer from and against such claims. This shall, in principle, also apply if and when the Customer is held liable by third parties on the ground of actions and/or omissions by the Contractor or persons attributable to him.

供应商应根据法律规定（包括产品责任规定）对其或由其承担责任者造成的损害承担赔偿责任。供应商应对其分包商和供应商的行为向客户承担责任，如同该行为由其自己做出，责任承担与上述分包商和供应商对提供交付/服务的影响大小无关；任何对供应商责任的限制均不予认可。如果根据国内/国际的产品责任法，客户被第三方认定对供应商的瑕疵给付承担责任，则供应商应赔偿客户的损失，并使其免受此类索赔。原则上，这也适用于客户因供应商或由其承担责任者的作为和/或不作为而被第三方追究责任的情况。



10. Compliance; Code of Conduct; Foreign trade law

合规；行为准则；对外贸易法

The Contractor shall provide all Deliveries/Services in compliance with the requirements of national and international import, export, customs and foreign trade law applicable from time to time (hereinafter jointly referred to as "Foreign Trade Law"). This shall accordingly apply to purchasing and use of goods, products or services (including purchasing and use of software and technical support) by the Contractor for the production or other preparation of Deliveries/Services or actual provision of the same to the Customer (hereinafter referred to as "Primary Material"). Prior to the provision of Deliveries/Services the Contractor shall inform the Customer in writing without request in the case that the Deliveries/Services, the Primary Material, its components or constituents (in whole or in part) originate from countries that are on a relevant sanctions list or are the subject of other restrictive measures according to the applicable Foreign Trade Law (hereinafter jointly referred to as "Restrictions"), including with regard to intended future use by the Customer or the place of use, to the extent that the Contractor is aware of the same. In such a case the Customer shall be entitled to ask the Contractor for Deliveries/Services that are subject to no Restrictions at the Contractor's cost. In particular the Contractor may only use natural or legal persons (including sub-contractors) for the provision of Deliveries/Services who are not listed in relevant national or international sanctions lists or may be used for provision of Deliveries/Services to the Customer due to the Foreign Trade Law that is applicable.

供应商在提供所有交付物/服务时，应遵守不时适用的国内和国际进口、出口、海关和外贸相关法律（以下统称为“外贸法”）的要求。前句同样适用于供应商为生产、准备或向客户实际提供交付物/服务之目的而采购和使用货物、产品或服务（包括购买和使用软件及技术支持）（以下简称“主要材料”）。在提供交付物/服务之前，针对客户计划的用途或使用地点（尽供应商所知），如果交付物/服务、主要材料、其组成部分或成分（全部或部分）来源于相关制裁名单上的国家或根据适用的外贸法被采取其他限制性措施的国家（以下共同称为“限制”），供应商应书面通知客户（即使其并未提出要求。在这种情况下，客

户应有权要求供应商提供不受限制的交付物/服务，费用由供应商承担。特别是，供应商仅可采用没有被列入相关的国内或国际制裁名单或根据适用的外贸法可用于向客户提供交付/服务的自然人或法人（包括次级供应商）提供交付/服务。

The Contractor acknowledges the necessity to immediately provide the Customer with all information and data required by the Customer for compliance with the applicable foreign trade law in writing for his handling and use as well as in the event of resale, export, or transfer of the Deliveries/Services prior to the provision of the Deliveries/Services and, in the event of a permanent business relationship, correspondingly on a regular basis; this includes, among other things: Restriction information; Export Control Classification Number in accordance with US Commerce Control List (ECCN); export list numbers; commodity code and HS (Harmonized System) codes; country of origin (non-preferential origin); Supplier's declarations of preferential origin (for European suppliers) or certificates of preference (for non-European suppliers) as well as any data and information requested by the Customer from time to time. The Contractor shall immediately notify the Customer in writing if and when he becomes aware of any violations (his own or those of the parties instructed by him) of the provisions of this Clause or the applicable Foreign Trade Law.

供应商认可：为满足适用的外贸法要求，经客户要求，供应商有必要立即以书面形式向客户提供所有所需信息和数据供客户处理和使用；在提供交付物/服务之前转售、出口或转让交付物/服务的情况下，以及在存在长期业务关系的情况下，供应商应定期向客户提供相应的信息和数据。上述信息和数据包括但不限于：限制信息；根据美国商业管制清单确定的出口管制分类号

（ECCN）；出口清单编号；商品编码和海关 HS 编码；原产地（非优惠原产地）；供应商的优惠原产地声明（由欧洲供应商提供）或优惠原产地证书（由欧洲以外的供应商提供）以及客户不时要求的任何数据和信息。若发现任何违反本条款规定或适用外贸法的行为（其自身行为或受其指示的其他方之行为），供应商应立即书面通知客户。

10.1 Export licences

出口许可证



The Contractor shall be obliged to procure any export licences required in connection with its Deliveries/Services, in particular for export to the country of the Customer's end customer, at his own expense. The Contractor ensures that, at the time of placing the order, all Deliveries/Services are secured and that no official or other restrictions prevent the complete Delivery and Service. The Contractor shall be fully liable for any damage incurred by the Customer as a result.

供应商有义务获得与其交付物/服务有关的任何出口许可证（特别是出口到客户的最终客户的国家），费用由其自行承担。供应商确保在下订单时，所有的交付/服务均可完整提供，并且没有官方或其他限制阻碍完整的交付和服务。供应商应当对客户因此而产生的任何损失承担全部责任。

11. Quality and environmental management; REACH/RoHS 2/conflict minerals

质量和环境管理; REACH 指令/ RoHS 指令 /冲突矿物质

The Contractor shall apply the quality principles and environmental management principles of the relevant standards, ISO 9001, ISO TS 16949 (relevant to automobile-relevant sub-contractors) and/or ISO 14001 or EMAS in providing his Deliveries/Services. ISO 45001 (management systems for safety and health at work) must also be applied. The applicable standards agreed in the individual purchase order/contract shall prevail. The Contractor shall ensure in an appropriate manner that the said obligations will also be complied with at the level of his agents/sub-contractors.

供应商在提供其交付/服务时，应适用相关标准中的质量管理和环境管理原则、ISO 9001、ISO TS 16949（适用于汽车行业次级供应商）和/或 ISO 14001 或 EMAS。ISO 45001（职业健康安全管理体系）也应当适用。各个采购订单/合同中约定的适用标准应优先适用。供应商应以适当的方式确保上述义务在其代理人/分包商层面也同样得到遵守。

12. Intellectual property rights and copyright

知识产权与著作权

The Customer shall have the exclusive right to file applications for industrial property rights such as patents, design patents, utility patents, and trademarks in respect of new

results arising in connection with the Deliveries/Services. Inventions that arise during and for the performance of the Deliveries/Services shall be immediately reported to the Customer and shall belong to the Customer. The Customer shall also receive the exclusive, unrestricted, worldwide, and free-of-charge right of use with the right to grant sub-rights to third parties, to the copyrights or works and creations protected by copyright created in the course of the project.

客户应拥有就与交付物/服务有关的新成果申请工业产权的专属权利，如专利、外观设计、实用新型和商标。在交付/服务期间和为履行交付/服务而产生的发明应立即报告给客户并且应属于客户。对于在项目过程中产生的著作权或受著作权保护的作品和创作，客户也应获得独家的、无限制的、全球性的、免费的使用权，并有权向第三方授予使用许可。

13. Confidentiality, advertising, data protection, secrecy

保密条款、广告、数据保护、保密性

The title and exclusive right of use of the drawings, information and expertise provided by the Customer to the Contractor shall remain exclusively with the Customer. The Contractor acknowledges that these are protected by copyright exclusively for the Customer. Material provided shall remain the property of the Customer and shall be marked as such and stored separately. In the event of loss and/or damage, the Contractor shall be liable even if not at fault. After completion of the order, any material provided shall be immediately forwarded to the Customer at the expense of the Contractor.

客户提供给供应商的图纸、信息和专业知识的所有权和独家使用权应专属于客户。供应商承认，上述图纸、信息和专业知识均受著作权的，且著作权完全属于客户。所提供的材料应是客户的财产，且应标明为客户的财产并单独存放。如果发生损失和/或损坏，即使供应商没有过错，其亦应承担相应责任。订单完成后，所提供的任何材料应立即移交给客户，费用由供应商承担。

The Contractor is informed about the fact that the Customer will process personal data required for the purposes of soliciting and handling contractual relationships as well as maintaining business relationships and transmit the same to all group entities of the EBNER GROUP worldwide or third parties



involved in performance of the contract to the extent necessary to achieve the said objectives.

供应商已被告知，客户将处理为招揽和处理合同关系以及维护业务关系而需要的个人信息，并在实现上述目标的必要范围内将这些信息传送给艾伯纳集团全球所有的集团实体或参与履行合同的第三方。

The Contractor agrees that the personal data concerning himself or the person/entity represented by him transmitted will be processed by the group entities of the EBNER GROUP with whom he maintains a business relationship for marketing purposes and transmitted to all group entities of the EBNER GROUP worldwide. Recipients of such data may also be located in countries with a lower level of data protection. This consent may be revoked at any time, in particular by a written request to the EBNER GROUP entity with whom he maintains a business relationship.

供应商同意，与其保持业务关系的艾伯纳集团的集团实体将以营销为目的处理所传送的有关供应商或其所代表的个人/实体的个人信息，并将其传送到艾伯纳集团在全球的所有集团实体。这些数据的接收方也可能位于数据保护水平较低的国家。此项同意可在任何时候被撤销，特别是通过向与之保持业务关系的艾伯纳集团实体提出书面申请来撤销。

The Contractor undertakes to treat as confidential all data of the Customer of which he becomes aware as a result of the business relationship with group companies of the Customer, irrespective of whether this information can be attributed to the Customer or one of his employees.

供应商承诺将其因与客户集团公司的业务关系而了解到的客户的所有数据作为机密信息处理，无论这些信息是否归属于客户或其雇员。

The Contractor shall be prohibited from handling the Customer's data that is not absolutely necessary to fulfil statutory or contractual obligations. This shall apply in particular to transmission of the data of the Customer to third parties or use of the same for marketing purposes.

供应商仅可处理对履行法定或合同义务而绝对必要的客户数据。前句特别适用于将客户数据传输给第三方或为营销目的而处理客户数据的情况。

To the extent that transmission of the Customer's data is absolutely necessary for performance of the contract, the Contractor may transmit the Customer's data only to third parties he has bound by contract to comply with the duties to which he is subject according to the General Terms and Conditions of Purchase. The Contractor shall be liable vis-à-vis the group entity of the EBNER GROUP with whom he maintains a business relationship for compliance with the duties under the GTCP by the recipient of the transmission.

在客户数据的传输对履行合同绝对必要的情况下，供应商仅可将客户数据传输给其通过合同约定遵守本采购条款中相关义务的第三方。供应商应当对与之保持业务关系的艾伯纳集团的集团实体负责，以确保数据传输的接收方遵守本采购条款规定的义务。

13.1 Secrecy 保密

All drawings, documents, information, etc. that are made available to the Contractor for the fulfilment of his Deliveries/Services as well as all empirical values and all expertise that are developed in the course of the fulfilment of the Deliveries/Services (confidential information) shall remain or become the exclusive property of the EBNER GROUP. These are to be treated confidentially and neither be utilised, reproduced, analysed, nor used in any other way nor communicated or made available to third parties without the written consent of the EBNER GROUP. After fulfilment of the contract, the confidential information that the Customer has handed over shall be returned to the Customer. A disclosure of confidential information to third parties, in particular to builders and operators of the same or similar systems, is expressly prohibited. A breach of the duty to maintain secrecy entitles the Customer to withhold the payments due for the order concerned and to assert claims for damages. The duty to maintain secrecy shall continue to exist even after completion of the order in question and shall apply to all employees, sub-suppliers, and agents of the Contractor.

为完成交付/服务而提供给供应商的所有图纸、文件、信息等，以及在完成交付/服务过程中形成的所有经验价值和所有专业知识（保密信息）均属于或成为艾伯纳集团的专属财产。这些信息应



被保密处理，未经艾伯纳集团书面同意，供应商不得利用、复制、分析或以其他方式使用，也不得向第三方传播或提供。在合同履行完毕后，客户交予的保密信息应归还给客户。明确禁止向第三方披露保密信息，尤其是向相同或类似系统的开发者和经营者披露。违反保密义务的行为使客户有权暂停支付有关订单的应付款项，并要求损害赔偿。即使在有关订单完成后，保密义务仍应继续存续，并应适用于供应商的所有雇员、次级供应商和代理人。

14. Product safety; Putting into the stream of commerce

产品安全；进入商业流通领域

The Contractor shall prepare the entire technical documentation according to laws and regulations in the People's Republic of China and, if needed by the Customer, the entire technical documentation as required by the EU (EC) Directives applicable to the relevant Delivery/Service and the Austrian provisions implementing those Directives, such as hazard analyses, risk assessments, operating instructions, validation documents, declarations of manufacturers/incorporation/conformity, etc. and shall deliver those documents to the Customer in English/Chinese and such other languages as required by the Customer immediately upon Delivery and/or Service. The Contractor shall provide the Customer with all data required for all certifications to be obtained for selling, using, importing, exporting and all related safety/security devices and measures in writing, accurately and in [English/Chinese] and such other languages as required by the Customer upon his Delivery and/or Service.

供应商应根据中华人民共和国的法律和法规准备全部技术文件。如果客户需要，还应准备适用于相关交付物/服务的欧盟（EU/EC）指令和转化这些指令的奥地利法律法规所要求的全部技术文件，如危险分析、风险评估、操作说明、验证文件、制造商/公司/符合性声明等，并应在交付和/或提供服务后，立即以英文/中文和客户要求的其他语言向客户交付这些文件。供应商应在提供交付和/或服务时，以书面形式、准确地以英文/中文和客户要求的其他语言向客户提供一切必要信息，以取得销售、使用、进口、出口以及所有相关的安全/保安装置和措施所需的资质。

In the case of non-compliance with this contractual provision, the Contractor shall be liable for any and all costs and damage

resulting from the Contractor's Deliveries/Services, independent of fault, and shall fully indemnify and hold harmless the Customer vis-à-vis third parties from and against any and all claims raised on whatever legal ground.

在不遵守本合同条款的情况下，供应商应承担因其他的交付物/服务而产生的任何和所有费用和损害（无论供应商是否存在过错），供应商应就客户与第三方之间的任何索赔（无论其法律依据为何）赔偿客户的全部损失，使客户免受任何损害。

15. Spare parts, wearing parts and change parts

备件、易损件和更换配件

To the extent that for use of the delivery items for the designated purpose in continuous industrial operation also an adequate supply of spare parts and wearing parts is necessary, the Contractor shall submit an adequate offer for sufficient spare parts/wearing parts at least for the duration of the warranty period to the Customer upon his request. Any additional agreements shall remain unaffected by this regulation. Independent of the above, all offers for spare parts/wearing parts shall in any case include relevant information about delivery periods for the parts concerned (including but not limited to system-critical components) and the OEM specifications (exact name of the OEM, including address, type/name of part, standards, specifications of material, measurements, layout drawings, detailed drawings, etc.) in a format that can be edited electronically so that the Customer will be able to order the relevant spare parts/wearing parts directly from the OEM. In addition, spare parts and wearing parts shall in any case be offered by the Contractor at market and competitive prices.

如果在连续的工业运行中使用指定用途的交付物需要充足的备件和易损件，供应商应根据客户的要求，就至少足够用于质保期的备件/易损件向客户提供适当的报价。任何额外约定不受本条的影响。独立于上述约定，所有备件/易损件的报价在任何情况下均应包括有关部件（包括但不限于系统关键部件）交付期的相关信息和原始设备制造商（OEM）的规格（原始设备制造商的确切名称，包括地址、部件类型/名称、标准、材料规格、尺寸、布局图、详细图纸等），其格式可以用电子方式编辑，以便客户能够直接从原始设备制造商订购相关备件/易损件。此外，备件和易损



件在任何情况下均应由供应商以具有市场竞争力的价格提供。

16. Safety guidelines and foreign labour 安全准则和外籍劳工

The Contractor and all persons used by him to provide services for the Customer or the Customer's end customer shall attend safety trainings of the Customer or the Customer's end customer on risks related to health, the environment, operations and construction sites and on the safety and visitor regulations applicable on the premises of the Customer or the Customer's end customer and shall comply with all applicable provisions. The Contractor shall ensure the safety of all persons used by him within the framework of the performance of Deliveries/Services at the premises of the Customer or the Customer's end customer as well as of all employees of the Customer or of the Customer's end customer or of third parties through his conduct and the measures taken by him or by persons attributable to him (e.g. use of appropriate items for safety and health at work; safety precautions).

供应商及其采用的所有为客户或客户的最终客户提供服务的人员应参加客户或最终客户的安全培训，培训内容包括与健康、环境、运营和施工现场有关的风险，以及客户或最终客户场所适用的安全和访客规定，并应遵守所有适用的规定。供应商应通过其自身行为、其自身或由其承担责任者采取的措施（例如使用适当的安全防护用品；安全预防措施），确保下列人员的安全：供应商为履行交付/服务而在客户或最终客户场所采用的所有人员，以及客户、最终客户的所有雇员或第三方。

Furthermore, the Contractor undertakes to comply with all statutory provisions on safety and health at work and foreign labour. In the case of violations of the above laws that lead to liability of the Customer, the Contractor shall assume responsibility for and completely indemnify and hold harmless the Customer from and against the same and in particular assume the costs of the Customer's legal counsel.

此外，供应商承诺遵守所有关于职业安全和健康以及外籍劳工的法律规定。如果违反上述法律而导致客户承担责任，供应商应承担相应的责任，赔偿客户的全部损失，并使其免受任何损害，特别是承担客户的法律顾问费用。

17. Exclusive supply agreement 独家供应协议

By transmitting confidential information, the Contractor is provided with essential expertise of the Customer that the Contractor needs to fulfil the Deliveries/Services and which the Contractor was unable to obtain before. The Contractor shall be obliged to maintain secrecy in accordance with Clause 12. The Contractor and his affiliated companies are furthermore obliged to offer, sell, or supply the manufactured products as well as any spare parts, parts subject to wear and tear, or replacement parts exclusively to the Customer. An offer or sale to other companies as well as a direct sale to the end customer is prohibited without the express prior written consent of the Customer.

通过传输保密信息，客户向供应商提供了为了完成交付/服务所需的且供应商此前无法获得的重要专业知识。供应商有义务按照第12条规定进行保密。此外，供应商及其关联公司有义务仅向客户提供、销售或供应生产的产品以及任何备件、易损件或替换件。未经客户事先明确的书面同意，供应商不得向其他公司提供或销售以及直接向最终客户销售上述产品、备件、易损件或替换件。

18. Customer's rights to rescind/dissolve the contract 客户解除/终止合同的权利

Apart from the regulations of explicitly resulting from these GTCP, the Customer expressly reserves all rights to rescind or dissolve a contract to which the Customer may be entitled by law or contract in connection with specific transactions or continuous supply relationships with the Contractor.

除了本采购条款中明确约定的解除条款外，客户明确保留其根据法律或合同享有的与供应商的具体交易或持续供应关系有关的所有解除或终止合同的权利。

In addition, the Customer shall, in particular, be entitled to dissolve existing contracts with the Contractor for important reason (cause) without having to comply with formal requirements (notice of default, granting of a grace period, etc.), i.e. with immediate effect, by giving a written notice to the Contractor. An important reason/cause exists, inter alia, if the Contractor violates material (in particular contractual) obligations, if reorganisation or insolvency proceedings or



proceedings having similar effects are opened over the Contractor's assets or petitioned for or if the opening of such proceedings is dismissed for lack of sufficient assets, in the case of a material change in the Contractor's shareholder structure due to which it is unacceptable for the Customer to adhere to the relevant contract for understandable reasons (e.g. an imminent loss of or harm to reputation or image) or in the case of violations of the regulations of Clause 10 or of Clause 12 of these GTCP. In the case of rescission or dissolution by the Customer it shall be entitled to all statutory and additional contractually agreed rights and claims vis-à-vis the Contractor. In addition, the Contractor shall indemnify and hold harmless the Customer in the case of a justified rescission/dissolution of contract by the Customer.

此外，客户应特别有权以重要的理由（原因）解除与供应商的现有合同，而不必遵守形式要求（违约通知、给予宽限期等），即向供应商发出书面通知即立即生效。重要的原因/理由不完全列举如下：供应商违反了重大义务（特别是合同义务）；对供应商的资产启动或申请了重组或破产程序或具有类似效果的程序，或此类程序的启动因缺乏足够的资产而被驳回；供应商的股东结构发生重大变化，导致客户基于可以理解的原因（例如，声誉或形象即将受到损失或损害）无法遵守相关合同；供应商违反本采购条款第 10 条或第 12 条的规定。在解除或终止合同的情况下，客户应获得所有法定和其他合同约定的权利和对供应商的请求权。此外，在客户有权解除/终止合同的情况下，供应商应赔偿客户的损失并使其免受损害。

19. Force majeure

不可抗力

The parties shall be released from timely performance of the contract in whole or in part if they are hindered by events of force majeure. Events of force majeure shall exclusively be war, strike organised by a union, natural catastrophes, and epidemics. 如果双方受到不可抗力事件的阻碍，则其应被免除全部或部分及时履行合同的义务。不可抗力的事件应仅包括战争、工会组织的罢工、自然灾害和流行病。

However, the Contractor who is hindered by an event of force majeure may only claim force majeure if he notifies the Customer

about the start and the expected end of the disruption immediately and not later than five (5) calendar days after the event occurred. The parties shall use all efforts to eliminate and/or minimise the difficulties and expected damage caused by the event of force majeure and shall keep the other party informed on a regular basis. Deadlines or periods that cannot be observed because of the impact of such force majeure shall be extended by the duration of the effects of force majeure. If an event of force majeure lasts longer than four (4) weeks, the Contractor and the Customer shall discuss a regulation of the procedural effects by way of negotiation.

但是，受到不可抗力事件阻碍的供应商只有在事件发生后立即且不迟于五（5）个日历日通知客户中断履行的开始和预期结束的时间，方可以主张不可抗力。双方应尽一切努力消除和/或尽量减少不可抗力事件造成的困难和预期损失，并应定期通知对方。由于上述不可抗力事件的影响而无法遵守履约最后期限或期间的，则该期限或期间应按不可抗力时间影响的时间相应延长。如果不可抗力事件持续时间超过四（4）周，则供应商和客户应协商确定后续履约尝试的程序性规则。

If an event of force majeure lasts longer than six (6) months and no amicable solution can be reached, the Customer may rescind the contract in whole or in part. In the event of non-performance or partial performance by the Contractor, advance payments corresponding to the Contractor's unfulfilled obligations shall be returned at the first request of the Customer. Disruptions or delays in the contractual and, in particular, timely performance of Deliveries/Services by the Contractor caused by the effects of the Corona pandemic (e.g. mandatory official or sovereign measures/restrictions such as plant closures, travel restrictions, etc.) are expressly deemed to be "events of force majeure" within the meaning of these regulations insofar as these effects were unforeseeable for the Contractor at the time of the conclusion of the contract and cannot/could not be prevented or eliminated by economically reasonable means. It is therefore clarified that official/sovereign measures or other effects already known or reasonably foreseeable at the time of the conclusion of the contract that prevent or delay the Contractor's contractual and, in particular, timely performance of Deliveries/Services do not constitute "events



of force majeure” within the meaning of this regulation.

如果不可抗力事件的持续时间超过六（6）个月，且双方无法达成友好的解决方案，客户可以全部或部分解除合同。在供应商不履行或部分履行的情况下，与供应商未履行的义务相对应的预付款应在经客户首次要求后退还。由于新冠病毒的影响（如强制性的官方或主权措施/限制，如工厂关闭、旅行限制等）造成的合同中断或延迟履行，特别是供应商无法及时履行交付/服务的情况，应被明确视为上述规定意义上的“不可抗力事件”，只要这些影响是供应商在签订合同时无法预见且不能/无法通过经济上合理的手段来防止或消除。因此，特此说明，在订立合同时已经知道或可以合理预见的阻止或推迟供应商合同履行（特别是供应商对交付/服务的及时履行）的官方/主权措施或其他影响，不构成本规定意义上的“不可抗力事件”。

20. Miscellaneous

其他

The Customer reserves the right for himself and other inspection bodies to carry out deadline checks as well as technical interim and final inspections (including packaging inspections) in the offices, manufacturing facilities, and storage rooms of the Contractor and his sub-contractors at any time during design, planning, production, and delivery preparation and to reject faulty documentation as well as defective material. These checks and tests do not relieve the Contractor of his responsibility.

客户为自己和其他检验机构保留权利，在设计、规划、生产和交付准备期间的任何时候，在供应商及其分包商的办公室、生产设施所在地和储藏场所进行最后期限检验以及临时和最终的技术检验（包括包装检验），并有权拒绝有问题的文件以及有瑕疵的材料。这些检验和测试并不能免除供应商的责任。

Any sub-suppliers, except for standard parts, shall be notified to the Customer in due time and approved by the Customer in writing.

除标准零部件外，供应商应适时将任何次级供应商告知客户并得到客户的书面批准。

If any regulations of these GTCP are or become void or ineffective in whole or in part, the effectiveness of the remaining regulations shall, in principle, not be affected thereby. In that case, the void or ineffective regulation shall automatically be replaced by

a valid, effective, lawful and enforceable regulation that comes as close as possible in a legally admissible form to the business purpose of the regulation to be replaced.

如果本采购条款的任何规定全部或部分无效或失效，其余规定的有效性原则上不受影响。在这种情况下，无效或失效的规定应自动被一个有效的、合法的和可执行的规定所取代，该规定应以法律上可接受的形式尽可能地接近被取代规定的商业目的。

21. Place of jurisdiction, choice of law

管辖地、法律选择

All disputes or claims arising out of or in connection with the purchase order or the contract between the Customer and the Contractor shall be finally settled under the Rules of China International Economic and Trade Arbitration Commission (CIETAC) by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be Shanghai, China. The language to be used in the arbitration shall be Chinese.

因采购订单或客户与供应商之间的合同引起的或与之有关的所有争议或主张，应根据中国国际经济贸易仲裁委员会（CIETAC）的规则，由根据上述规则指定的一名或三名仲裁员最终裁决。仲裁地点为中国上海。仲裁所使用的语言为中文。

The purchase order or the contract between the Customer and the Contractor shall be governed by laws and regulations in the People's Republic of China (for the sole purpose of this GTCP, excluding Hong Kong, Macau and Taiwan), excluding its conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods. 采购订单或客户与供应商之间的合同应受中华人民共和国的法律法规管辖（仅就本采购条款而言，不包括香港、澳门和台湾），排除对其法律冲突规则和《联合国国际货物销售合同公约》的适用。