

Terms and Conditions of Purchase

购买条款和条件

Applicable to business transactions with individuals, companies, enterprises and other economic entities.
适用与个人、公司、企业和其他经济组织进行的商业交易。

1. General 总则

1.1 Our terms and conditions of purchase apply exclusively; we do not recognize conflicting general business terms and conditions of the supplier or supplier terms and conditions differing from our terms and conditions of purchase unless we expressly agree with their validity in writing. Our terms and conditions of purchase also apply if we accept or pay for deliveries of products and services of the supplier (hereinafter: object of the contract) in the knowledge of conflicting supplier terms and conditions or supplier terms and conditions differing from our terms and conditions of purchase.

我方的购买条款和条件应被排他性的适用；我方不承认与我方的购买条款和条件相冲突或不同的供货方的条款和条件，除非我方书面明确同意其有效性。即使我方在接受或就供货方交付的货物或服务（下称“合同标的”）付款时知悉供货方的条款和条件与我方的条款和条件相冲突或不同，也应适用我方的购买条款和条件。

1.2 Our terms and conditions of purchase also apply to all future supplies and services of supplier until the issuance of a follow up version.

我方的条款和条件也应适用于将来所有的供货和供货方的服务直至制订了后续的版本。

2. Conclusion and Modifications of Contract 合同的订立和修改

2.1 Orders, contracts and order releases as well as their modifications and amendments must be in written form. Orders and order releases can also be issued via EDI or faxed.

订单、合同订立以及订单的撤销及其修改和修正均须以书面形式作出。订单和订单的撤销也可以通过电子数据交换或传真的方式作出。

2.2 To become effective, oral agreements during the contract negotiation require a written confirmation by the purchasing department. Item 2.1, sentence 2 remains unaffected.

合同谈判中达成的口头协议需采购部门出具书面确认后方可生效。上述第 2.1 项第 2 句话在此同样适用。

2.3 To become effective, oral agreements after the conclusion of the contract, especially subsequent modifications and amendments of our terms and conditions of purchase – including this clause requiring written form – as well as collateral agreements of any kind also require written confirmation by the purchasing department.

在合同订立后达成的口头协议，尤其是之后对我方的购买条款和条件（包括本条）以及任何形式的从属协议作出的修改或和修正也需经采购部门的书面确认方可生效。

2.4 Cost estimates are binding and are not to be compensated unless other provisions are expressly agreed upon.

除非另有其他明确规定，预计成本应具有约束力的，并不予以补偿。

2.5 We are entitled to cancellation if the supplier does not accept the order within two weeks after having received the order. Order releases become binding if the supplier does not object within five working days after receiving the order.

如果供货方在收到订单两周内没有接受该订单，则我方有权取消该订单。如果供货方在收到撤销订单的通知后五个工作日内没有提出异议的，则该订单的撤销生效。

2.6 The Quality Assurance Guideline for Suppliers (QSL) as well as the Delivery and Packaging Specifications of Robert Bosch GmbH are an integral part of this contract.

罗伯特·博世有限公司的供货方质量保证指南（“QSL”）以及交货和包装规格为本合同不可分割的一部分。

3. Delivery 交付

3.1 Deliveries deviating from the specifications agreed upon in our contracts and orders require our prior written approval.

提供的货物如果与我方合同和订单中商定的规格不同，则需取得我方的书面批准。

3.2 Agreed-upon deadlines and time periods are binding. The receipt of the goods by us is the determining factor for having met the date of delivery or the period of delivery. Unless “Delivered Duty Unpaid (..... named place of destination)” or “Delivered Duty Paid (..... named place of destination)” (Incoterms 2000) is agreed upon, the supplier shall make the goods available in a timely fashion by taking into account the time for loading and shipping to be agreed upon with the forwarder.

商定的最后期限和期间是有约束力的。我方是否收到货物是判断是否符合交货日期和交货期间的决定因素。除非一致同意适用未完税交货（.....指定目的地）或完税后交货（.....指定目的地）（2000年国际贸易术语解释通则），供货方应根据与承运人商定的装船时间和运输时间尽快及时地将货物备好。

3.3 If the supplier is responsible for setup or installation, and unless otherwise agreed upon, the supplier shall assume all required incidental costs such as travel expenses, availability of tools as well as daily allowances.

如果供货方负责设置或安装，并且除非另有其它约定，供货方应承担所需的所有从属费用，例如交通费、工具的提供和每日的津贴。

3.4 The Supplier shall be fully liable for all incidental and consequential damages due to the late delivery if agreed-upon deadlines are not met. If the supplier anticipates difficulties with respect to production, the supply of required materials, meeting the delivery date or similar circumstances that might interfere with his ability to deliver in a timely fashion or delivery with the agreed-upon quality, the supplier must immediately notify our ordering department.

如果未能在商定的最后期限交货，供货方应对由此给我方带来的全部直接及间接损失负责。如果供货方预见到存在与生产、所需原料的供应、按时交货有关的困难或可能影响其及时交货或按照商定的质量交货的类似情况，供货方应立即通知我方的订货部门。

3.5 The unconditional acceptance of a delayed delivery or service does not constitute a waiver of claims to which we are entitled due to the delayed delivery or service; this applies until the complete payment of amounts owed by us for the delivery or service in question.

无条件接受延迟交付的货物或服务并不构成我方对该等延迟交付货物或服务有权享有的索赔的放弃；本规定在我方付清该等延迟交付货物或服务款项之前一直适用。

- 3.6 Partial deliveries are precluded as a rule, unless we expressly agreed to them or they are reasonable.
不得部分交货，除非我方书面同意该等部分交货或该等部分交货是合理的。
- 3.7 The values determined by us during the incoming inspection shall prevail with respect to quantities, weights and dimensions, unless different values were proved by the supplier.
除非其它不同数值已经过供货方证实，我方在进货检验期间确定的数值应在数量、重量和尺寸方面优先适用。
- 3.8 With respect to software included in the scope of delivery, including its documentation, in addition to the right of use to a legally permissible extent, we have the right of use with the agreed-upon performance characteristics and to the extent necessary for the use of the product in accordance with the agreement. We have the right to make a backup copy, even without express agreement.
对交付的货物中包含的软件（包括其文件资料），除法律允许的使用权外，我方有权按照商定的运营特征并根据协议为使用产品之必要而使用该软件。我方有权不经明确同意复制一份备份。

4. Force Majeure **不可抗力**

Acts of God, labor disputes, operational disruptions not due to our fault, unrest, government measures and other unavoidable events entitle us – notwithstanding our other rights – to withdraw from the contract in whole or in part, as long as they are not of inconsiderable duration and result in a substantial reduction of our procurement need.

如果发生自然灾害、劳动争议、非我方过错引起的运营中断、局势动荡、政府措施以及其他不可避免的事件，如果该等事件的持续时间并非可以忽略不计且将引起我方购买需求实质减少的，我方应有权（除其它权利外）全部或部分撤销合同。

5. Advice of Dispatch and Invoice **发货通知和发票**

The information in our orders and order releases shall apply. The invoice showing the invoice number and other references must be sent in one copy to the respective printed mailing address; the invoice may not be enclosed with the shipments.

应当适用我方订单和订单撤销中的信息。发票编号和其它参照信息应记载于同一张发票中并寄往各个印制的邮寄地址。发票可以不随附装船。

6. Pricing and Passing of Risk **定价和风险转移**

Unless otherwise agreed upon, the prices are “Free on Board (.....named China Port of shipment)” (Incoterms 2000) including packaging. The sales tax is not included. The supplier is responsible for the safety of the goods until the goods are accepted by us or our local representative to whom the goods must be delivered in accordance with the contract.

除非另有其约定，价格为“船上交货（……指定中国港口）”（2000年国际贸易术语解释通则）（包括包装）。销售税款不包括在内。在我方或根据合同货物必须交付给我方当地代表接受货物之前，供货方应负责货物的安全。

7. Payment Terms

支付条款

The payment terms shall be agreed upon in separate agreements on a case-by-case basis. The payment is subject to invoice verification.

支付条款应根据个案在另外的协议中予以确认。付款应在验明发票后进行。

8. Claims based on Defects and Recourse

对缺陷产品的索赔和追索

8.1 The acceptance is subject to an examination for faultlessness, especially also for correctness, completeness and fitness. We have the right to inspect the object of the contract to the extent and as soon as it is advisable in the ordinary course of business; we will give notice of any defects found immediately after their discovery. To this extent the supplier waives the objection to a delayed notification of defects.

在缺陷检验，尤其是对无误、完整和适当等方面的检验后方可接受货物。我方有权在正常经营中尽快对合同标的进行检验。我方将在发现任何缺陷后立即发出通知。供货方就此放弃对延迟发出缺陷通知提出异议。

8.2 The legal stipulations regarding warranty shall be applied, unless other provisions are provided below.

除非下文另有规定，应适用法律规定的质量保证期。

8.3 During the warranty period specified by legal stipulations or provided below, we have the right to select the type of fulfillment measure among repair, replacement and refund.

在法律或下文规定的质量保证期，我方有权在修理，更换和退货之间选择履行方式。

8.4 In the event the supplier does not immediately begin with the correction of the defect after our request to correct the defect, in urgent cases, especially to ward off imminent risks or to prevent major damage, we are entitled to undertake such correction ourselves or have it undertaken by a third party at the expense of the supplier. Warranty period shall be two years, unless the delivered products were used in a structure in accordance with its customary use and caused the structure's deficiency. The warranty period starts with the delivery of the supplies and services (Transfer of Risk).

如果供货方没有在我方要求其修正缺陷后立刻开始修正该等缺陷，则在紧急情况下，尤其是为了避免濒临的风险或防止重大损失，我方有权自行或促使第三方修正该等缺陷，相关费用由供货方承担。质量保证期应为2年，除非根据其通常用途，交付的货物被用于某一结构中并造成该结构的缺损。质量保证期自货物或服务交付时开始（风险的转移）。

8.5 In case the supplier does not transfer title free of third parties rights, the supplier also holds us harmless against any alleged third party claims. Warranty period to this respect shall be 10 years.

如果供货方转让的货物上仍存在第三方权利，就第三方主张的任何索赔，供货方应使得我方免受损失。就此而言，保证期为10年。

- 8.6 With respect to parts of the delivery that were reconditioned or repaired within warranty, the warranty period starts anew at the moment the supplier has completely satisfied our claims for performing a fulfillment measure.
对于在保证期内重新调整或修理过的部分货物，在供货方完全满足我方对履行方式的要求后，该等货物的保证期应重新计算。
- 8.7 The supplier shall assume the costs if as a result of defective supplies or services we incur costs, especially transportation, labor, material costs or costs for incoming inspection in excess of the customary extent.
供货方应赔偿缺陷供货或服务给我方造成的损失，尤其是运输、劳务、材料成本或进行通常范围以外的进货检验发生的成本。
- 8.8 If we take back products built and/or sold by us as a result of the defectiveness of supplies or services, or if therefore our customers reduced the purchase price or claims of what ever nature are made against us on that account, we reserve the right to request reimbursement from the supplier, whereby an otherwise required notice is not needed to assert our warranty claims.
如果我方因供货方提供的货物或服务存在的缺陷而收回我方生产和/或销售的产品，或如果因供货方提供的货物或服务存在的缺陷，我方的客户因此而降低购买价格或针对我方提出任何性质的索赔，我方保留要求供货方补偿的权利，在这种情况下，无需另行通知供货方我方对质量保证提出的索赔。
- 8.9 We are entitled to demand a reimbursement for expenses from the supplier for expenses incurred because our customer may claim against us the reimbursement of expenses incurred for the purpose of fulfillment measures, especially transportation, labor and material costs.
对于我方因我方客户要求我方补偿其为履行方式之目的而发生的费用而承担的费用，尤其是交通费、劳务和材料成本，我方有权要求供货方补偿该等费用
- 8.10 Notwithstanding the provision in Article 8.4, in the cases of Articles 8.8 and 8.9, the period of limitation ends at the earliest two months after the date at which we satisfied the claims asserted against us by our customer, however it ends five years after the receipt of the supplies and services at the latest.
尽管有 8.4 款的规定，在 8.8 款和 8.9 款的情况下，索赔期限最早应于我方满足我方客户针对我方的索赔起 2 个月后结束，但最迟应于收到货物或服务起 5 年后结束。
- 8.11 If a material defect becomes evident within six months after the transfer of risk, it is alleged that the defect was already present at the time of the transfer of risk, unless this is in contradiction to the nature of the product or defect concerned.
如果在风险转移后六个月内出现显而易见的重大缺陷，则可断定该缺陷在风险转移时就已经存在，除非这种判断与产品或该缺陷的性质相矛盾。

9. Product Liability and Recall

产品责任和召回

In the event a product liability claim is asserted against us, the supplier agrees to hold us harmless from such claims if and to the extent the damage was caused by a defect of the supplies or services. However, in cases of liability based on fault, this only applies if the supplier is at fault. If the cause of the damage falls within the area of responsibility of the supplier, the supplier shall have the burden of proof to that extent. In the above cases the supplier assumes all costs and expenses, including the costs for any legal action or a recall campaign. In addition the legal stipulations shall apply.

如果出现针对我方提出的产品责任索赔，并且如果该等损害是因供货方提供的货物或服务的缺陷引起的，则供货方同意使我方免于遭受因该等索赔引起的损失。但是，如果责任是因过错引起的，则本条仅在

供货方存在过错的情况下适用。如果引起损害的原因属于供货方的责任，则供货方应对此承担相应的举证责任。在上述情况下，供货方承担所有的成本和费用，包括用于任何法律行为或召回活动的费用。另外，法律规定也应适用。

10. Conducting Work

开展工作

Persons who carry out work on our premises in fulfillment of the contract must observe the respective plant regulations. The liability for accidents suffered by these persons on our premises is excluded unless caused by willful or gross negligent acts of our legal representatives or employees.

在我方营业场所内为履行合同而开展工作的人员必须遵守各工厂规则。我方不对该等人员在我方营业场所内遭受的意外事故承担责任，除非该意外事故是因我方法定代表人或雇员的故意或重大过失行为所导致的。

11. Provision

供应

Materials, parts, containers and special packaging provided by us remain our property. These may only be used as agreed. The materials are processed and parts assembled for us. It is agreed that in relation of the value of the parts provided by us to the value of the entire product we become a co-owner of the products manufactured with our materials and parts which will be kept safe for us by the supplier.

由我方提供的材料、零部件、集装箱和特殊包装属于我方的财产。该等物品仅可按双方商定使用。该等材料是为我方加工的，零部件是为我方组装的。双方同意，就我方提供的零部件的价值与使用其制造的产品整体价值的关系而言，我方应成为利用我方材料和零部件生产的产品的共同所有人，供应方应为我方妥善保管该等产品。

12. Documentation and Confidentiality

文件及保密

12.1 The supplier shall keep confidential all business or technical information made accessible by us (including features which might be learned from objects, documents or software submitted and any other information or experiences) towards third parties, as long as and to the extent they are not public knowledge, and may only be made available in the supplier's premises to persons who need to make use of the information for the purpose of supplying to us and who must also be required to maintain confidentiality; the information remains our exclusive property. Without our prior written approval, such information – except for deliveries to us – may not be duplicated or exploited commercially. At our request, all information originating from us (including any copies or recordings made, if applicable) and loaned items must be immediately returned to us completely or proved to be destroyed.

对于从我方获得的所有商业或技术信息（包括知悉的标的物的特征、交付的文件或软件以及任何其他信息或经验），只要该等商业或技术信息非为公众所知的，供货方应当对第三方保密，并且只能在供货方营业场所内，提供给为向我方供货之目的而需要使用该等信息的人员并且该等人员也应被要求对该等信息予以保密。该等信息应为我方专有财产。未经我方事先书面同意，该等信息（除为向我方交付货物外）不得被复制或用于商业用途。在我方要求时，从我方获得的所有的信息（包括任何复印件或所作的纪录，如可行）以及借用的资料应当立即完全返还给我方或证明该等信息及资料已被销毁。

We reserve all rights to such information (including copyrights and the right to file for industrial property rights such as patents, utility models, semiconductor protection, etc.). In the event these are provided to us by third parties, this reservation of rights also applies to these third parties.

我方保留对该等信息的所有权利 (包括版权和申请各类工业产权, 如专利、实用模型、半导体保护等的权利)。如果上述信息由第三方提供给我方, 该等权利保留同样适用于该等第三方。

12.2 Products built on the basis of documentation such as drawings, models and the like prepared by us or based on our confidential information or our tools or tools modeled on our tools may neither be used by the supplier himself nor be offered or supplied to third parties. This also applies to our print orders correspondingly.

基于我方准备的文件 (例如图纸、模型和类似文件) 或基于我方的保密信息或我方工具或根据我方工具制作的工具模型而生产的产品, 供货方既不能自己使用, 也不能提供或供给第三方。本条款同样适用于我方的印制订单。

13. Place of Performance

履行地

The place of performance is the place to which the goods are to be delivered in accordance with the contract.

履行地为根据合同规定的交货的地点。

14. Miscellaneous

其他

14.1 If one provision of these terms and conditions and of additional agreements should be or become ineffective, this will not affect the validity of the terms and conditions in other respects. The parties shall agree upon a provision to replace the ineffective provision that reflects as closely as possible the economic intent of the previous provision.

如果本条款和条件以及附加协议的某一规定无效或变成无效, 则该等规定的无效将不影响条款和条件在其他方面的效力。双方应达成一条新的规定以代替无效的规定。该新规定应当尽可能反映以前规定所反映的经济目的。

14.2 Any dispute, controversy or claim arising out of or relating to the contractual relationship shall be submitted to China International Economic and Trade Arbitration Commission in Shanghai for arbitration in accordance with its arbitration rules then in effect. An arbitral award shall be final and binding upon the parties, and any Party may apply to a court of competent jurisdiction for enforcement of such award.

所有因本合同关系产生的或与之有关的任何争议、辩论或主张应提交中国国际经济贸易仲裁委员会上海分会按照其当时有效的仲裁规则在上海进行仲裁。仲裁裁决是终局的且对双方或各方均有约束力, 同时任何方可向有司法管辖权的法院申请执行该裁决。

14.3 The contractual relationship shall be governed and protected by the published laws of the PRC. If PRC law and regulations do not address a particular matter relating to the contractual relationship, reference shall be made to general international commercial practice recognized in the PRC.

本合同关系应受中国已公布的法律的管辖和保护。如果中国法律法规未对与本合同关系有关的某一特定事项作出规定, 则应参照在中国被认可的一般国际商业惯例。

14.4 The Chinese version of these terms and conditions of purchase shall be for convenience purposes only. In case of any inconsistencies, the English version shall prevail.

该等购买条款和条件的中文文本仅为方便而设。如有任何不一致之处, 应以英文文本为准。