

# TRUMPF GENERAL TERMS AND CONDITIONS OF PURCHASE

通快通用采购条款及条件

Version 03/2014

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| <p>1 VALIDITY OF TRUMPF GENERAL PURCHASING TERMS AND CONDITIONS</p> <p>1.1 These General Terms and Conditions of Purchase (“General Terms”) shall be valid for all contracts concluded by the operating company of TRUMPF Group located in China (“TRUMPF”) as the purchasing or ordering party and any other contracting party (“Supplier”) located in the People’s Republic of China (“PRC”), unless otherwise agreed expressly and in writing. (TRUMPF and the Supplier are hereinafter jointly referred to as the “Parties” and each individually as a “Party”.) Any terms of the Supplier which deviate from these General Terms will not become subject of the contract even if they are not explicitly opposed by TRUMPF. These General Terms shall also be applicable even if TRUMPF accepts a delivery of the Supplier without reservation, although TRUMPF is aware of the Supplier’s conditions to the contrary or which deviate from these General Terms.</p> <p>1.2 These General Terms in their most recently revised form at the material time shall also be valid for future transactions with the Supplier.</p> <p>1.3 The Incoterms 2010 are valid in supplement as far as they do not contradict any of the clauses of these General Terms or any other agreements between TRUMPF and the Supplier.</p> <p>1.4 Any rights that TRUMPF is entitled to in accordance with statutory provisions and beyond those stated in the General Terms shall remain unaffected.</p> <p>2 FORMATION OF CONTRACT AND AMENDMENTS</p> <p>2.1 The contract shall become effective with the order or delivery request by TRUMPF if the Supplier does not, within one week of receiving the order or delivery request, object in writing or submit a counter-offer. Decisive for deadline adherence is the date the objection or counter-offer is received by TRUMPF. If TRUMPF does not reject the Supplier’s counter-offer within two weeks after receipt, its contents shall be binding unless they deviate substantially from the order or delivery request. A substantial deviation shall be deemed to exist unless stated otherwise in the order or delivery request, in particular, but not limited to: change of the delivery date or deadline by more than forty-eight hours, change of the delivery quantity by more than five percent or a price change. Decisive for deadline adherence of the rejection of the counter-offer is the date it is dispatched by TRUMPF; the date of sending indicated on the courier delivery note shall serve as proof thereof.</p> <p>2.2 Subsequent amendments or supplements to a valid contract shall not become effective unless confirmed in writing and under the same conditions as those set out in the preceding</p> | <p>1 通快采购条款与条件的效力</p> <p>1.1 本《通用采购条款及条件》（“《通用条款》”）适用于由通快集团位于中国境内的各运营公司（“通快”）作为采购方或订购方与中华人民共和国（“中国”）境内任何其他缔约方（“供应商”）签署的所有合同，有其它明确书面约定的除外。（通快与供应商以下合称“双方”，单独各称“一方”。）即使通快未明确提出反对，所有与本《通用条款》不一致的供应商条款，均不成为合同标的。如果通快无保留接受供应商的供货，即使通快已知供应商的条款与本《通用条款》有相反规定或背离，仍应适用本《通用条款》的规定。</p> <p>1.2 本《通用条款》在下订单时间应该是使用最新修改版本，此条款也适用于日后与供应商进行的交易。</p> <p>1.3 倘若《国际商会国际贸易术语解释通则（2010年版）》与本《通用条款》或由通快与供应商签订的其他协议项下的任何条款均无抵触，则为本《通用条款》之补充。</p> <p>1.4 超出本《通用条款》的，但法律赋予的权利不受影响。</p> <p>2 合同的签订和修改</p> <p>2.1 通快下达订单或要货单之后，如果供应商在一周之内并未提出书面异议或作出还盘（是否在一周之内，以通快收到书面异议或还盘的日期为准），合同则应生效。对供应商的还盘，通快若在收到之后两周内不提出拒绝，则该还盘应具约束力，但其内容与相关订单或要货单有重大不同的则除外。除非相关订单或要货单另有特殊说明，但不仅限于此特殊说明，否则下列情形构成重大不同：交货日期或最后期限的变更幅度超出 48 个小时；交货数量的变更导致价格变化超过 5%。判定通快是否在限期内拒绝还盘时，以通快发出拒绝信的日期为准。发信日期应以快递单所注日期为准。</p> <p>2.2 事后对已经生效的合同的修改或补充，必须经过双方书面确认后以及要符合之前订立的条款才能具有法律效力。</p> |
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sub-clause.

### 3 SCOPE AND CONTENT OF THE OBLIGATION TO SUPPLY

- 3.1 The scope of the Supplier's obligation to supply is based on the specifications and performance description transmitted at the time of the conclusion of the contract or, if these are lacking, on the information provided in the Supplier's quotations and brochures.
- 3.2 Unless otherwise agreed to explicitly and in writing, all deliveries must comply with the DIN, and/or VDE or GB standards in their most recently revised form at the material time and with any other industry-standards and/or EU norms, standards and regulations. The Supplier, which deliver to EU, is therefore obliged to comply with the requirements of the Regulation(EC) 1907/2006/EC (hereafter referred to as "REACH-Regulation") and the EC Directive 2011/65/EU (hereafter referred to as "RoHS-Directive") in their most recently revised form at the time of the delivery, and to fulfill all of the duties which concern suppliers according to the REACH-Regulation and the RoHS-Directive. The Supplier will place a safety data sheet at TRUMPF's disposal according to Article 31 REACH-Regulation. In addition, the Supplier will inform TRUMPF, unsolicited and without delay before a delivery, if a "substance of very high concern" as described by Articles 57 to 59 of REACH-Regulation is contained in a component or in the packaging of a good in a mass concentration of more than 0.1 percent. The Supplier guarantees that the goods comply with the requirements of the RoHS-Directive and will provide TRUMPF with a respective written confirmation of the RoHS conformity.
- 3.3 TRUMPF will accept only the amounts or quantities ordered. Over –or under deliveries are permitted only after prior agreement with TRUMPF. If partial quantities have been agreed to, the Supplier shall inform TRUMPF at each partial delivery of the quantity still due for delivery.
- 3.4 The Supplier is obliged to pack, label and send the goods in compliance with the relevant regulations of the country of origin, the transit country and the country of destination and is to observe the applicable regulations of TRUMPF stipulated in "Vendor Guidelines for Packing and labeling".
- 3.5 The Supplier shall assume, at his own cost, the obligation to properly dispose of the goods at the end of the utilisation period. Statutory provisions shall be adhered to in the disposal.

### 4 CHANGES TO THE ORDER PERFORMANCE

- 4.1 If, during performance of the contract, it becomes apparent that deviations from the originally agreed specification are necessary or expedient, the Supplier must immediately notify TRUMPF thereof. TRUMPF shall then state in writing what if any modifications the Supplier should make to the original order. If this leads to a change in the costs incurred by the Supplier in the fulfillment of the contract, both TRUMPF and the Supplier shall be entitled to request an appropriate adjustment to the compensation owed to the Supplier.

### 3 履约责任的范围与内容

- 3.1 供应商履约责任的范围, 参阅签订合同时发送的规格说明书和履约说明; 若无该等资料, 则参阅供应商报价单和手册上的信息。
- 3.2 除非另有明确书面约定, 否则交付的所有货物必须符合当时 DIN、和/或 VDE 或 GB 标准最新版本的规定, 及业内常用的任何其它标准或欧盟标准和规范。向欧盟供货的供应商, 有责任遵守当时最新版本 EC 法规规定 1907/2006/EC (以下称为“REACH 法规”) 和 EC 指令 2011/65/EU(以下称为“RoHS 指令”), 并且需要全面的按照 REACH 法规和 RoHS 指令来履行所有的义务。供应商需要根据 REACH 法规 31 条的规定提交给通快安全数据表。如果某个组件中或产品的包装物质中包含 REACH 法规 57-59 条中描述的“高关注物质”浓度超过 0.1%, 供应商在交货前需提前告知通快, 不能有任何的延迟。供应商保证所有物品符合 RoHS 指令的要求, 并且书面提供给通快一个符合 RoHS 规定的符合性申明。
- 3.3 通快只会接受所订购金额或数量以内的货物。只有事先经过通快同意后, 才允许多交或短交。如果双方已经同意分批交货, 每次交货时应注明尚未交付的货物数量。
- 3.4 供应商发货的物品的包装、标签等要符合有关原产地, 途径国家和目的地国家的规定, 以及注意通快的“供应商包装和标签要求”。
- 3.5 供应商需按法律规定废弃物品, 并承担废弃物处理的所有费用。

### 4 执行订单过程中的更改

- 4.1 在履行合同过程中, 依据目标, 就原始的约定的技术规格有必要进行改变时, 供应商应马上通知通快, 不得延误。若通快同意作出该等修改, 通快立即以书面形式正式告知供应商需要进行变更的内容。如果该等修改引起供应商成本的变化, 通快和供应商均有权提出对供应商应得的报酬进行相应调整。



- 4.2 TRUMPF can request changes to the order performance even after contract conclusion if such changes can reasonably be expected by the Supplier. In such an amendment to the contract both contractual parties must take appropriate cognizance of the consequences, especially regarding increases or decreases in costs as well as regarding delivery times.
- 5 DELIVERY Time
- 5.1 The delivery dates and periods agreed to shall be binding. The delivery period shall commence on the date of the order. Decisive for deadline adherence of the delivery date or deadline shall be receipt of the goods by TRUMPF or by the recipient designated by TRUMPF. If delivery other than „free factory“ (DDP as per Incoterms 2010) is agreed and TRUMPF has agreed to take over the transport of the goods, the Supplier must make the goods available in good time taking into consideration the time required for loading and shipment, as agreed with the forwarding agent. In other cases, pursuant to Article 5.4, the Supplier shall be liable for delays in delivery caused by the forwarding agent.
- 5.2 If the Supplier anticipates difficulties with respect to meeting the delivery deadline or similar circumstances which might prevent the Supplier from delivering the goods on schedule or from supplying the goods in the agreed quality, the Supplier shall notify TRUMPF thereof immediately, stating the reasons and expected length of the delay.
- 5.3 In case of force majeure, labor disputes with the exception of illegal lockouts, inculpable operational disturbances, unrest, government measures and other inevitable events in TRUMPF's region, TRUMPF shall – without prejudice to its remaining rights – be entitled to withdraw from the contract in whole or in part unless such events are of insignificant duration or cause only an insignificant reduction in TRUMPF's requirements.
- 5.4 In the event of default in delivery, TRUMPF is entitled to its statutory rights.
- 5.5 Notwithstanding the above, TRUMPF is entitled to charge the Supplier a contractual penalty from the date of delivery default. The contractual penalty shall be payable at a rate of 0.5% for each week commenced but shall not exceed 5% of the total order value of the delivery. The right to assert further claims is expressly reserved. If TRUMPF does not expressly reserve its right to claim the contractual penalty at the time the delayed delivery is accepted, TRUMPF is entitled, within a preclusive time limit of ten working days after acceptance, to assert its claim to the contractual penalty due.
- 6 PASSING OF RISK, TRANSFER OF OWNERSHIP DOCUMENTS
- 6.1 Risk shall pass to TRUMPF on delivery of the goods to TRUMPF or to the recipient designated by TRUMPF. If the supplier is obligated to provide any setting up or installation work then risk passes to TRUMPF only on start of operation.
- 6.2 Ownership in the goods Risk shall pass to TRUMPF in accordance with an agreed Incoterm at the latest however
- 4.2 即使签署合同后, 通快也可以要求对履行订单一事作出变更, 但是该等变更须在供应商合理预期的范围内。在对合同进行此类修改时, 缔约双方必须适当考虑此举影响, 特别是对成本(增加或降低)和交货时间的影响。
- 5 交付时间
- 5.1 订单规定的交货日期与期限具有约束力。交货期限应自订单日期起算。判定是否在交付日期之前或在期限之内交货时, 应以通快收到货物的日期或通快指定收件人收到货物的日期为准。如果双方约定的交货条件并非“工厂交货”(DDP 参照《国际商会国际贸易术语解释通则 2010 年版》), 并且通快已经同意负责货物的运输, 则供应商必须按照与货运公司达成的协议, 在对规定的装货和发货时间加以考虑之后, 及时备妥货物。在其他情形下, 依照第 5.4 条规定, 应由供应商承担由货运公司导致的延误交付责任。
- 5.2 如果供应商预计在限期内交货存在困难或有其他类似情况可能使其无法按时交货或者使其无法提供约定质量标准的货物, 供应商应立即就此书面通知通快, 说明原因及预期延误的时间。
- 5.3 当发生不可抗力事件, 劳动争议的措施(违法的解雇除外)、无辜的经营干扰, 动荡, 政府举措和不可避免的在通快范围内的事件时, 在其他权利不受损害的前提下通快有权终止合同的全部或部分内容。除非此类事件的影响期较短或者对通快需求的影响不大。
- 5.4 发生交付违约事件时, 通快有权行使他的法定权利。
- 5.5 尽管有上述规定, 但通快仍有权从交货延迟之日开始向供应商收取违约赔偿金。违约金按每周延迟货物价格的 0.5% 计算, 但是不超过整个订单总金额的 5%。通快明确保留提出进一步主张的权利。如通快在接受迟交货物之时没有明确保留其索要违约赔偿金的权利, 通快仍有权在收货后 10 个工作日内索要合同约定的罚金。
- 6 风险, 所有权和文件的转移
- 6.1 风险转移是指交货给通快或者通快指定的交货地点。如果供应商有义务对物品在通快生产区域进行安装或者组装的, 那么在投入运行后才认为是风险转移至通快。
- 6.2 所有权的转移依据双方最新贸易条款中约定的交货条



on date of delivery to the agreed delivery address.

件，最迟为货物交付至通快指定的收货地的日期。

- 6.3 Every delivery must be accompanied by a delivery note. Invoice stating the order number must be sent to TRUMPF concurrently with dispatch of the goods. To prevent delay in processing at TRUMPF, invoices must not be attached to the delivered goods but must be sent by separate mail. Otherwise Clause 7.3 applies accordingly.

- 6.3 每批交物必须带有送货单。发货的同时必须将发票发给通快，发票上注明通快相关订货号码。为了防止通快处理过程中出现延误，不得将发票附于货物之上，必须另外以邮寄形式寄出。否则条款 7.3 将被适用。

## 7 PRICES AND PAYMENT

## 7 价格和支付

- 7.1 The price stated in the order shall be binding. Unless otherwise agreed to in writing, the price shall include, in particular but not limited to, the costs for packing, any miscellaneous equipment required for shipping and transport to the delivery address stipulated by TRUMPF as well as customs duties and other official duties levies.

- 7.1 订单中的价格具有约束力。除非另外有书面的约定，价格应当包括但不限于此的和通快约定好的运输至交货地点的包装、运输的工装和运费，以及包括进口关税和其他官方收费。

- 7.2 The statutory value added tax is not included in the price of the Order.

- 7.2 订单上的价格不含法定增值税。

- 7.3 If the Supplier's invoice does not indicate TRUMPF's ordering department and date of order nor TRUMPF's order number, quantity and correct prices as communicated to the Supplier, TRUMPF shall not fall into arrears until forty days after the due date and receipt of the goods.

- 7.3 如果供应商的发票不按已向其传达的要求标注通快的订货部门名称和订单日期、通快的订单编号、数量和正确价格，由此导致付款在 40 天之内推迟的，通快将不被认为是拖欠货款。

- 7.4 In the case of any delivery or service provided that is not in accordance with the agreement concluded, in particular defective deliveries, TRUMPF shall be entitled to withhold payment, without forfeiting rebates, discounts or similar payment abatements, until proper fulfillment thereof.

- 7.4 如果发货或服务欠妥，没有按照事先约定的条款，特别是有缺陷的交付，通快有权不予付款，直至问题解决为止，通快并不因此丧失付现打折、折扣或类似款项减让的权利。

- 7.5 Unless a special agreement has been made, the invoice shall be paid at the end of the month which is following to the month in which the invoice and performance of the service were received. Payment is subject to invoice controlling.

- 7.5 除非双方达成特别协议，否则应在收到发票以及提供服务所属月份之后的下个月月底支付发票款项。支付基于对发票顺利的校验。

- 7.6 Payment shall only be made to the Supplier. The Supplier only has right to withhold payment if the counterclaim is based on the same contractual relationship.

- 7.6 付款只能向供应商。留置权仅以同一个合同关系为依据。

## 8 Warranty claims and recourse

## 8. 就质量保证提出索赔与追索

- 8.1 The Supplier guarantees and warrants that all products and services comply with the most recent, state-of-the-art technology, with the relevant legal provisions and the regulations and guidelines of the PRC, employers' liability insurance associations and trade associations. If the subject of the contract does not meet the requirements, the Supplier must notify TRUMPF of this in each single case prior to start of delivery to TRUMPF by stating the reasons. In such a case, TRUMPF is entitled, even after receipt, to reject the goods within a period of 10 working days from notification by the Supplier, and to assert the legal warranty claims.

- 8.1 供应商陈述并保证：所有产品和/或服务均符合最新先进技术要求、中华人民共和国相关法律法规和指导方针、雇主责任保险协会和贸易协会（如属适用）的规定。如果合同标的与这些要求不符，供应商必须在交付之前针对每次遇到的具体情况通知通快，说明原因。在这种情形下，即使货物已经被接受，通快亦可在向供应商发出质量通知书 10 个工作日内拒绝接受的货物并且从法律角度就质量保证提出索赔的权利。

- 8.2 The Supplier shall ensure the traceability of the goods delivered by same. If a fault is determined, it must be possible to trace the delivery under dispute in order to determine the status of the guarantee period and be able to identify the total quantity of goods affected. If it is not possible to trace the

- 8.2 供应商应确保交付货物的可追溯性。当有缺陷发生时可追溯到相关的交货订单、它们的质保期的状态以及能够统计到受影响的货物的数量。对于按照产品责任要求不能追踪的，供应商应该补偿通快因此所面临的任何不利。如果由于缺乏可追溯性而对有缺陷的产品

- shipment in the event of a guarantee and/or product liability claim, the Supplier shall compensate TRUMPF for any losses incurred by TRUMPF therefrom. If the status of the guarantee period of the faulty goods cannot be determined due to a lack of traceability, the Supplier shall be refused the objection of prescription unless same can prove with certainty that the guarantee period has expired.
- 8.3 If the Supplier has doubts regarding performance of the order as requested by TRUMPF, The Supplier must immediately communicate this to TRUMPF in writing.
- 8.4 Acceptance of the goods is subject to inspection, in particular but not limited to determine that the goods are free of defects and the shipment is complete.
- Inspection shall be made based on the delivery note and is limited to the detection of obvious defects. Insofar as soon as this is feasible in the ordinary course of business, TRUMPF will inspect all deliveries and will immediately, but at the latest within 10 working days from the date of the delivery to the agreed delivery address, inform the Supplier in writing of any defects detected; decisive for deadline adherence is the timeous posting of the notice of defects. The Supplier shall be informed in writing without delay, however at the latest within 10 working days after discovery of any defects which appear only later. In this respect, the Supplier waives the right to objection on account of delayed notice of defects. For consignments comprising numerous identical goods TRUMPF shall only need to inspect 3% of the delivery goods for defect. If the goods would become unmarketable due to the inspection, a sample of 0.5% of the supplied unites shall suffice. If single samples of a consignment are defective, TRUMPF at its own choice can request the isolation of the defective units by the Supplier or enforce claims for damages of the entire delivery. If as a result of goods defects a goods receiving inspection is required that is over and above the usual procedure in scope then the Supplier shall carry the cost of such inspections.
- 8.5 If, after being requested by TRUMPF to do so, the Supplier fails to immediately fulfill its obligations for subsequent performance, TRUMPF shall be entitled in cases of emergency, and in particular to prevent severe hazards or to avoid greater damage to itself undertake or employ a third party to carry out the remedial works at the Supplier's expense and at the usual compensation rates as determined by TRUMPF. Further legal claims of TRUMPF remain unaffected.
- 8.6 TRUMPF's rights to warranty claims shall be subject to a limitation period of 24 months from date of delivery of the goods to TRUMPF unless a longer limitation period exists. The limited period for replacement parts that were installed or delivered pursuant to warranty obligations shall start anew.
- 8.7 The Supplier holds TRUMPF harmless from all claims asserted against TRUMPF by third parties base on defects or faults in the goods.
- 8.8 The limitation period for claims is suspended while the goods are being inspected for defects or are at the Supplier's or at his agents' for rectification of defects
- 不能确定其质保期状态的，供应商被阻止就质保期到期的辩护。除非他可以提供确切的证据证明质保期已经到期。
- 8.3 如果供应商对于通快订单的要求存有疑问，则必须立即书面与通快进行沟通。
- 8.4 验收货物后才对货物进行接受，特别是但不局限于确认货物是否有缺陷、发运是否完整。验货应以发货单为依据，但仅限于查找明显缺陷。通常业务中通快将会对交付的全部货物进行检查，并会及时，最迟须在收到货物后的 10 个工作日内以书面形式按约定好的地址通知供应商发现的各项缺陷。对于此后出现缺陷，通快应在发现缺陷后 10 个工作日内就此通知供应商。判断是否在上述限期内履行的，参照通快向供应商发出缺陷通知书的日期。如果同一货物交货数量众多，那么通快只需要检查交货总数量的 3%来检查缺陷。如果验货会导致产品不能再在市场出售的，那么抽查数量为 0.5%。若一批交货中单次抽样检查有缺陷的，通快可按照自己的选择要求供应商自行剔除有缺陷的产品或就全部的交货要求补货，供应商承担超常规的进货检验费。
- 8.5 如果供应商在通快设定的合理期限内没有履约其义务，在紧急情况下，尤其是为了避免自身遭受损害或者避免自身所受损害扩大，通快有权按照通快通用的补偿率的计费采取补救或者委托第三方采取必要的补救措施，所涉费用由供应商承担。其他法律所赋予的主张权利不受影响。
- 8.6 除非双方约定有更长时间的质量保证期限，否则通快就质量保证提出索赔的权利，应在自交货日起 24 个月失效。在质保期内更换的零件应从更换之日起重新计算其相应的质保期。
- 8.7 若第三方就货物的缺陷提出任何索赔，供应商免除通快对此的责任，并使通快免受损害。
- 8.8. 货物在供应商处或在其代理人处接受缺陷检查期间的，质量保证期限相应顺延。



- 8.9 For parts of the delivery which are being maintained or are being repaired within the limitation period, the limitation period shall recommence from the time the Supplier has fully satisfied TRUMPF's claims to subsequent fulfillment of obligations.
- 8.10 If claims are lodged by third parties against TRUMPF for defects in the goods procured from the Supplier, TRUMPF shall be entitled to recourse from the Supplier; the same conditions as set out in the preceding sub-clauses shall apply accordingly.
- 8.11 The Supplier is obligated to reimburse TRUMPF for the expenses incurred in connection with the defects, in particular but not limited to the cost for shipping, carriage, labor and material and any other damage sustained. If and to the extent the Supplier can prove that it is not responsible for the defect, and is not liable to compensate for damages irrespective of fault based on a warranty, the Supplier shall be liable for damages only to the extent that same can pursue remedies from its suppliers. The Supplier shall ensure that it has appropriate warranty rights in respect of its supplier for cases such as these.
- 8.12 Receipt of goods as well as the handling, payment, and repeat ordering of goods not yet identified as defective and not yet contested shall not represent approval of the delivery and shall not represent a waiver of any warranty claims by TRUMPF.
- 9 Liability, Specifically Product liability
- 9.1 The Supplier's liability is in accordance with statutory regulation, unless otherwise agreed to in these Purchasing Terms and Conditions.
- 9.2 If claims are lodged against TRUMPF according to the *PRC Product Quality Law*, the *PRC Tort Law* or any other statutory laws and regulations regarding the product liability, the Supplier shall exempt and hold TRUMPF harmless on first request from all these claims if and insofar as the damage is caused by a defect in the goods which are delivered by the Supplier and which are the subject of the contract. The Supplier shall, in such cases, also exempt TRUMPF accordingly from all costs, in particular from expenses for required recall measures (including recall measures in accordance with product safety regulations) and the costs for legal prosecution. In cases of liability based on fault, the Supplier shall not have such an obligation if it can prove that it is not at fault. In all other matters, the legal provisions shall apply.
- 9.3 At the commencement of the contract and anytime after that upon request, the Supplier shall present to TRUMPF proof of product liability and recall insurance with a coverage of at least **€2,500,000.00** per liability case; the Supplier shall also, after complete fulfillment of the obligations from the contract, maintain the insurance coverage for a period of ten years after the processed goods are placed on the market by TRUMPF. The Supplier already at this point shall cede all claims arising from the product liability insurance and all ancillary rights to TRUMPF. TRUMPF already at this point accepts such cession. If cession should not be permitted in
- 8.9 对于质量保证期限内经过保养或者修理的交付的零件，其质量保证期限自供应商完全满足通快要求后重新起算。
- 8.10 若有第三针对通快就其从供应商处采购的货物存在的缺陷提出索赔，通快有权追索供应商的责任；上述条款也相应有效。
- 8.11 供应商有义务承担由于缺陷导致的通快的损失.尤其是但不仅限于以下费用：运输，快递，劳务，材料以及其他的关联损失.若供应商证明没有导致本次缺陷的和依据质保条款就此缺陷不负有质保责任的，他仍有义务向他的下级供应商追偿。供应商有责任确保从他的下级供应商处得到质量保障的权利。
- 8.12 对于那些还未被认定有缺陷的或者交付后暂时未出现争议的，且正在进行加工、付款、重复订购中的货物，通快不放弃任何质量索赔的权利。
- 9 责任，特殊产品责任
- 9.1 除非在此《通用条款》中有规定，供应商的责任都按照法定规定执行。
- 9.2 如果（亦仅限于）供应商或合同主体交付的货物当中存在的缺陷造成损害，使通快遭遇按照《中华人民共和国产品质量法》、《中华人民共和国侵权责任法》或与产品责任有关的任何其他成文法律法规提出的索赔，供应商应优先免除通快对此的责任，并使通快免受该等索赔的损害。遇此情形，供应商应相应免除通快承担所有费用，包括必要召回措施（特别是按照产品安全规定的召回）的开支及必要起诉行动产生的诉讼费用。除非供应商可以证明其没有过失。其他参照法律规定。
- 9.3 开始履行合同时及其后，如通快提出要求，供应商应向通快提供证明，证实其已购买产品责任和召回保险，注明每次出险个案的保额至少为**2,500,000.00 欧元**，并且保险费已经支付。同时供应商在完成履行合同义务之后，还需要保持保险覆盖至通快把产品投入市场之后 10 年。此时供应商承诺给予通快包括主张对此赔偿金获偿权在内的全部附属权利。在这个时候通快接受此获偿权。若保险合同不许可这样授权供应商应在此不能撤回地通知保险公司：所有的赔付将仅仅对通快，而且不对



accordance with the insurance agreement then the Supplier shall herewith irrevocably instruct the insurance company to effect any payments only to TRUMPF. Any further claims by TRUMPF remain unaffected hereby.

通快的进一步的索赔产生影响。。

9.4 Unless otherwise agreed, the Supplier shall mark his goods for delivery in a durable manner so that they can be permanently identified as his products.

9.4 除非另有约定, 否则供应商有义务在交付货物之上标注耐用的标记, 以使货物附有永久性的“供应商产品”标识。

## 10 Protective Rights

## 10. 权利的保护

10.1 The Supplier warrants and assures that neither the goods delivered by him nor their onward supply, further processing or utilisation by TRUMPF do not in any way infringe any utility models, patents, licenses or other protective rights of third parties.

10.1 供应商有责任保证: 由其交付的货物或者其转手的交付的货物, 通快对货物的加工与使用, 概不以任何方式侵犯第三方的任何实用新型专利、专利权、许可证或其他知识产权。

10.2 The Supplier exempts TRUMPF and TRUMPF customers and holds them harmless from third-party claims resulting from infringement of any protective and patent rights and shall bear all expenses that TRUMPF incurs in this connection.

10.2 对于由于侵犯任何专利权和其他知识产权所导致的第三方索赔, 供应商免除通快及通快的客户对此承担责任, 并使通快及通快的客户免受损害, 并应承担通快在此方面所蒙受的所有开支。

10.3 In case of conflicting protective rights of third parties, the Supplier shall, at its own cost, obtain agreement or approve, also effective for TRUMPF, from the proprietor to further supply, further process or utilise the delivered goods.

10.3 如与第三方的专利权发生冲突, 供应商应当自费向专利权所有人取得同意或许可, 对通快有效, 用于进一步的物料的供应、继续加工或使用所交付的货物。

## 11 Provision of Parts, Tools

## 11 提供零件与工具所有权的保留

11.1 All parts provided by TRUMPF to the Supplier shall remain the property of TRUMPF. Processing or reworking by the Supplier will be undertaken on behalf of TRUMPF. If the parts to which title is reserved are processed with other items that are not the property of TRUMPF, TRUMPF shall acquire co-ownership of the resulting new article in the ratio of the value of the parts with reserved title to the other processed items at the time of processing. The same applies if the items are so closely associated or intermingled that TRUMPF loses ownership therein. The Supplier shall store the new items on behalf of TRUMPF at no charge.

11.1 通快提供给供应商的所有零件均应属于通快的财产。只有在事先经过通快书面确认之后, 供应商才应代表通快进行加工或再次加工。如果通快保留所有权的零件与不属于通快所有的其他物品一起加工, 则通快应获得所产生的的新物品的共同所有权, 享权比例与保留所有权的零件在加工之时与经加工的其他物品的比例相同。若两者紧密相连或者混合在一起以致通快要失去他的所有权的, 前面所说的保留所有权也同样适用于此。供应商应为通快免费保存这些物料。

11.2 The Supplier shall check all parts provided for defects. If a part provided by TRUMPF is culpably damaged or destroyed while in the Supplier's sphere of responsibility, the Supplier's liability shall also extend to the repair or replacement of the provided part.

11.2 供应商应对客供所有零件是否完好应进行检查。提供的零件受损或毁坏供应商需要承担责任, 供应商的责任范围还应包括承担对所提供零件进行修理或更换。

11.3 All tools paid for or provided by TRUMPF shall remain the property of TRUMPF. The Supplier shall employ these tools solely for the manufacture of the goods ordered by TRUMPF.

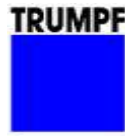
11.3 由通快付款或提供的所有工具均属通快的财产。供应商应将该等工具仅用于制造通快订购的货物。

## 12 Secrecy

## 12 保密条款

12.1 The contracting parties agree to hold in strictest secrecy all information proceeding from the cooperation pursuant to this contract unless such information is common knowledge, legally obtained from third parties or independently acquired by third parties through their own labor, and to use it solely for the purpose of this contract. Protected information includes in particular but is not limited to technical data, purchase quantities, prices and information regarding products and

12.1 缔约双方有义务对合作过程的所有信息严格保密, 并且只为本合同服务, 除非信息是公共领域已知的、依法可从第三方获得的或由独立第三方披露的。受保护的信息包括但不限于技术数据, 采购数量, 价格, 产品和产品开发信息, 关于现在的以及未来的研究和开发计划以及其他缔约方的合作数据等。



product development, regarding current and future research and development plans and all corporate data of the other contractual party.

- 12.2 In addition the Supplier shall keep in strictest secrecy all illustrations, drawings, calculations and any other documentation received by the Supplier and shall not disclose such to third parties without the prior written consent of TRUMPF if the information therein contained is not common knowledge.
- 12.3 Sub-contractors shall be bound by the Supplier to maintain the same secrecy as stipulated above.
- 12.4 At the request of TRUMPF at any time, but at the latest when the contract ends, all information originating from TRUMPF (where applicable, including copies or recordings) and items provided on loan shall be immediately returned to TRUMPF in full unless these are still required by the Supplier for the purpose of meeting its contractual obligations. TRUMPF reserves all rights to such confidential information, including copyrights, industrial property rights, patents, utility models etc.
- 12.5 Products manufactured according to designs, documents, models etc. provided by TRUMPF or similar or according to specifications marked as being confidential may be used by the Supplier solely for the purposes stipulated in the contract; in particular, such products may not be offered or delivered to third parties.

### 13 Final Provisions

- 13.1 The Supplier may not transmit the order or essential parts of the order to third parties without the prior written consent of TRUMPF.
- 13.2 As soon as the Supplier suspends payments, or if a provisional insolvency administrator is appointed, or if insolvency proceedings are instituted, TRUMPF is entitled to withdraw wholly or partially from the contract.
- 13.3 These General Terms and the contract shall be governed by and construed in accordance with the laws of the PRC.
- 13.4 If any individual parts of these General Terms should become legally null and void, this shall not affect the validity of the remaining provisions.
- 13.5 These General Terms are written in both Chinese and English languages. Both language versions shall be equally authentic and binding. In case of discrepancies between the two language versions, the English language version shall prevail.

### 14. Dispute Resolution

- 14.1 Any dispute arising out of or in connection with these General Terms and/or the contract, including their existence, validity or termination, shall be finally submitted to the China International

- 12.2 除此以外, 供应商还需对收到的所有图纸、图表、运算等其他文件严格保密, 对于未进入公共领域已知的信息, 在事先没有得到通快的书面同意不得向第三方披露。
- 12.3 供应商需要对其下级供应商进行约束使其同样对上述规定进行履行相同的保密义务。
- 12.4 任何时候, 最迟为合同终止时, 按通快要求, 所有来源于通快的信息 (包括制作的复印件或记录) 和转借的物品都必须立即全部返还给通快, 除非供应商仍然需要他们以实现与通快合同的义务。通快对此类保密信息保留权利, 包括复制权, 商业保护权, 专利和样品设计权等。
- 12.5 对于来自与通快的设计、文件、模型或其他标志为保密信息的产品或成果, 只能仅仅被供应商在合同规定的用途内使用。此类产品或成果不能提供或交付给其他第三方。

### 13 最后条款

- 13.1 未经通快事先书面同意, 供应商不得转让或分包合同给第三方。
- 13.2 一旦供应商宣告破产, 或者有破产管理人介入, 或者制定了破产程序。通快有权终止合同的部分或全部内容。
- 13.3 本通用条款和合同受中华人民共和国法律管辖并据之释义。
- 13.4 如本通用条款有任何部分不再具有法律效力与作用, 不影响其他条款的效力。
- 13.5 本通用条款以中文和英文书就。两种文本具有同等效力与约束力。如两种文本之间有歧义, 以英文本为准。

### 14. 争议解决

- 14.1 因本通用条款和/或合同 (包括其存立、效力或终止等事宜) 所产生的或与之相关的一切争议, 最终均应提交





Economic and Trade Arbitration Commission, Beijing Headquarters ("CIETAC") for resolution in accordance with the CIETAC's arbitration rules then in effect. The place of arbitration shall be Shanghai. The language to be used in the arbitration shall be Chinese.

14.2 The arbitration award shall be final and binding on the Parties. The arbitration fee shall be borne by the losing Party except as otherwise awarded by the arbitration tribunal. Petition for enforcement can be filed with any court having jurisdiction thereof. During the arbitration proceedings the Parties shall continue to perform the contract except for the stipulations which are in dispute.

中国国际经济贸易仲裁委员会（“贸仲”）北京总会，按照贸仲当时有效的仲裁规则加以解决。仲裁地点为上海，仲裁语言为中文。

14.2 仲裁裁决为终局裁决，对双方均具有约束力。仲裁费由败方承担，但仲裁庭另有裁决的除外。可以向对于仲裁裁决具有管辖权的任何法院申请强制执行仲裁裁决。仲裁期间，双方应继续履行合同项下未涉争议的条款规定。