

# HUBER+SUHNER GENERAL TERMS AND CONDITIONS OF PURCHASE

## 灏讯通用采购条款

### I. Scope of Application

#### 适用范围

1. These General Terms and Conditions of Purchase shall apply to all single purchases of production materials and parts (hereinafter referred to as "Goods") by HUBER+SUHNER AG and/or its group companies (hereinafter 'H+S'). These General Terms and Conditions shall be integral part of all single purchase agreements between H+S and Supplier, unless otherwise agreed in a General Purchase Agreement between H+S and Supplier. Other general terms and conditions of the Supplier, in particular Supplier's Terms and Conditions of Sale and Delivery shall not be applicable, even if they are not rejected explicitly in any individual case and/or otherwise if H+S accepts delivery and makes payments. The following conditions shall be completed by a series of contractual documents which shall govern the relationship between H+S and Supplier, notably HUBER+SUHNER Technical Terms of Delivery. HUBER+SUHNER Technical Terms of Delivery shall form part of HUBER+SUHNER General Terms and Conditions of Purchase.

本通用采购条款适用于灏讯瑞士和/或其集团公司（以下简称“灏讯”）生产物料与零件（以下简称“货物”）的所有单次性采购。除非灏讯与供应商在《采购协议》中另有约定，本通用采购条款应成为灏讯与供应商所有单个采购协议的一部分。即使并未在个别情况下明确否定供应商的其他通用条款特别是供应商销售和交付条款和/或灏讯接受交付并进行支付，上述其他通用条款与供应商销售和交付条款均不得适用。下列条款应由一系列合同文件构成，涉及灏讯与供应商的关系，特别是《灏讯技术交付条件》。《灏讯技术交付条件》应作为《灏讯通用采购条款》的一个组成部分。

### II. Forecasts, Purchase Orders

#### 预测与订购单

2. Forecasts provided by H+S are only for planning purposes and do not represent a covenant of H+S to order such amounts or otherwise to compensate the Supplier. Only the written purchase orders issued by H+S are binding on the supplier.

灏讯提供的预测仅用于计划目的，而不代表灏讯订购该等数量货物或对供应商做出赔偿的契约。仅有灏讯的书面订单对供应商有约束。

3. H+S shall issue purchase orders as well as any change orders only in writing. A purchase agreement shall be deemed to have been concluded upon receipt of Supplier's confirmation of the purchase order or if the Supplier does not reject such order within two (2) days after its receipt. Purchase orders and orders' acknowledgments may also be validly issued by facsimile or electronically with a form without signature.

灏讯应以书面形式出具采购单以及其他订单变更通知。在收到供应商采购单确认函或供应商收到采购单两（2）日内并未拒绝该订购单的，采购协议应视为已订立。通过传真或电子形式出具未进行签名的订购单和订购单确认函应同样有效。

4. H+S may change or suspend a purchase order or a portion thereof at any time prior to delivery date without charge or penalty. H+S may further cancel a purchase order or a portion thereof at any time prior to delivery date. In the event of cancellation by H+S without Supplier being in default, Supplier will use good faith and reasonable efforts to sell the Goods, WIP and raw materials to third parties and thereby mitigate H+S costs in respect thereto. In the event of H+S specific products, which cannot be supplied to third parties, H+S and Supplier shall mutually agree in good faith upon any necessary refund.

灏讯可在交货日期之前随时更改或暂缓采购订单或部分订单，而不承担任何费用或处罚。在交货日期之前，灏讯同样可以随时进一步取消订购单或其部分订单。若灏讯在供应商并未违约的情况下取消订购单的，供应商通过诚信与合理的努力，向第三方销售其货物、在制品和原材料，从而减少灏讯的费用。对于不得向第三方供应的灏讯特定产品，灏讯与供应商应在诚信原则下就任何必要的偿付达成协议。

### III. Delivery

## 交货

5. Delivery shall be made according to the Incoterms (Incoterms 2010) and to the destination set forth in the purchase order. Partial or anticipated delivery is not permitted, unless authorized in writing by H+S. Stipulated means of transport shall be used. Supplier ensures professional and faultless packaging and guarantees to follow the marking and labeling instructions as set forth in HUBER+SUHNER Technical Terms of Delivery. Supplier is liable for all damages as a result of inadequate or unsuitable packaging.

供应商应根据《国际贸易术语解释通则》（2010）的规定以及订购单中所述的目的地进行交货。除非有灏讯的书面许可，不允许出现分批交货或提前交货。供应商应采用指定的运输方式及妥善包装，并保证遵循《灏讯技术交付条件》中关于标识与标签的规定。供应商应对包装不当造成的所有损害承担责任。

6. Time of delivery is of essence. Supplier shall immediately notify H+S in writing if Supplier is unable to deliver the Goods in the quantities and on the delivery dates and times specified in the purchase order. Upon H+S's request, Supplier shall deliver the concerned Goods with a more expeditious method of transportation as originally specified at Supplier's sole costs.

交货时间极其重要。若供应商无法按订购单中规定的数量、交货日期和时间进行交货，应以书面形式及时通知灏讯。根据灏讯的要求，供应商应通过更迅速的运输方式交付相关货物，按原先规定独自承担相应费用。

7. If any Goods are delivered beyond the agreed deadline, the Supplier is in default of delivery, without reminder. H+S is entitled to deduct from the price of the Purchase Order, without limiting or affecting its other rights or remedies available according to this General Terms and Conditions of Purchase or at law, liquidated damages of 1% of the value of the delayed delivery for each calendar week until delivery has been completed, however up to a maximum of 10 % of the value of the delayed delivery. In the event of delay H+S is entitled to withdraw from the Purchase Order with immediate effect without setting a period of grace.

若任何货物未按期进行交付，供应商未提醒灏讯，则供应商存在交货违约行为。根据本通用采购条款或法律规定，在不限制或影响供应商其它权利或有效补救措施的情况下，灏讯有权从采购单价格中扣除每日历周延期交货价值的 1%（但最高不超过延期交货价值的 10%）作为违约赔偿金直到交货完成。若交货延期，灏讯有权立即撤回订单，无须设置宽限期。

## IV. Quality, Inspection, Product Surveillance

### 质量、检验与产品监督

8. Supplier warrants to fulfill the requisites of the quality standards ISO 9001, ISO 14001 and the requirements according to ROHS and REACH. Supplier further warrants that Goods supplied conform to all laws, regulations and standards for worldwide use. Detailed requirements are set forth in the HUBER+SUHNER Technical Terms of Delivery and if required, in mutually agreed quality assurance agreements.

供应商保证满足质量标准 ISO 9001、ISO 14001 及 ROHS 与 REACH 的要求。供应商应确保其供应的货物符合所有法律、法规及世界通用标准的要求。具体要求详见《灏讯技术交付条件》，若有必要，双方可签订质量保证协议。

9. H+S examines deliveries only for completeness in terms of quantity. It has no further inspection obligations. The performance of more extensive inspections by H+S shall not release Supplier from its inspection and warranty obligations. Supplier's plea of belated notification of defects is waived. H+S may return Goods delivered in excess of the quantity specified in the delivery release at Supplier's expense and risk.

灏讯检查交付货物，以保证其数量的完整性。灏讯没有进一步检验的义务。灏讯进行的性能更广泛的检查不得免除供应商进行检验与质保的义务。若有缺陷，供应商应立即通知。灏讯有可能归还超出指定交付数量的货物，其费用与风险由供应商承担。

10. Supplier shall perform an outgoing Goods inspection. Supplier is obliged to maintain test records for a term set forth in HUBER+SUHNER Technical Terms of Delivery and to make these available to H+S at its request.

供应商应对发出的货物进行检验并有义务保存测试记录，保存期限依照《灏讯技术交付条件》的规定，并根据灏讯要求提供这些记录。

11. Supplier shall immediately inform H+S if it becomes aware of nonconformity in Goods already delivered.

若发现已交付货物出现不合格品，供应商应立即通知灏讯。

## **V. Warranty** **保修**

12. Supplier warrants that the Goods are free of defects in material, workmanship and design, conform to the agreed specifications and to the latest technology, shall be merchantable and shall be fit for their customary use as well as the particular use intended by H+S.

供应商应保证货物在材料、工艺与设计方面无缺陷，并满足商定规格与最新技术要求。货物应具有适销性，并符合灏讯一般使用与特殊使用的要求。

13. The warranty period is three (3) years and commences upon receipt of the Goods by H+S. Repaired or replaced Goods are subject to the full warranty as set forth herein.

质保期为三（3）年，自灏讯收到货物时开始计算。经维修或更换的货物同样享受上述质保期。

14. H+S shall notify Supplier with the notice of nonconformity form or otherwise by email or in writing of defects in or of the nonconformity of the Goods as soon as reasonably practicable in the ordinary course of its business within the warranty term. The notice of nonconformity send by email shall be deemed as a binding notice of defect. If defective Goods are delivered, H+S is entitled at its option to, (i) request delivery of conforming goods, or (ii) retain them and either repair the defective Goods itself or have such work undertaken by a third party and reduce the purchase price, or (iii) withdraw from the single purchase agreement. H+S shall be entitled to pass all expenses it incurs towards its customers from warranties for defective Goods to the Supplier. H+S shall be entitled to withhold payment pro rata to the value of the defective/nonconforming Goods until such Goods have been either replaced or repaired or otherwise set-off its costs resulting from the supply of defective Goods.

在质保期间，若货物在灏讯日常业务过程中合理使用后出现不合格品，灏讯将不合格通知单发送至供应商，或以邮件/书面形式告知供应商不合格品的缺陷。通过邮件发送的不合格通知应视为具有约束力的缺陷通知。若有缺陷的货物已交付，灏讯有权选择：（i）要求交付合格货物；或（ii）保留不合格品，自行维修或由第三方进行维修，并降低进货价格；或（iii）终止该一次性采购协议。灏讯应有权要求供应商承担其客户因不合格品保修产生的所有费用。灏讯有权根据缺陷/不合格货物的价值按比例从付款中扣除一定费用直到该批货物已进行更换或维修，或灏讯可因缺陷货物的供应抵消其费用。

## **VI. Insurance** **保险**

15. Supplier shall maintain a comprehensive general liability and product liability insurance which covers Supplier's liability deriving by the supply of Goods and H+S indemnity. Supplier's insurance coverage shall have worldwide validity, incl. USA/Canada and include of installation and dismantling costs. Upon request of H+S, Supplier shall provide to Purchaser an insurance certification of the exiting coverage.

供应商应购买综合责任保险与产品责任保险，这涵盖了供应商因货物供应产生的责任及灏讯的赔偿。供应商的保险范围应在全球有效（包括美国/加拿大）并包括安装与拆卸费用。根据灏讯的要求，供应商应向买方提供国外保险范围的凭证。

## **VII. Intellectual Property Rights, H+S Materials** **知识产权与 H+S 物料**

16. Supplier is responsible for ensuring that the Goods do not infringe any third party's intellectual or industrial property rights such as patents, models, trademarks and the like ("intellectual property rights"). Supplier will fully indemnify H+S against any infringement or claimed infringement of intellectual property rights of third parties, with respect to the Goods. Supplier undertakes to join at H+S's request any legal proceedings brought against H+S, or to conduct the proceedings in H+S's place at its own expense.

供应商应确保货物不侵犯任何第三方的知识产权或工业产权，如专利、型号、商标等（“知识产权”）。供应商应确保灏讯的货物不侵犯或被认为侵犯第三方的知识产权。供应商同意应灏讯的要求自费参与控告灏讯的法律诉讼或灏讯提出的法律诉讼。

17. Drawings, calculations, samples, specifications and all other documentary material placed at suppliers' disposal remain H+S's property. They may not be disclosed to third parties without the prior written consent of H+S. Tools supplied or paid by H+S remain H+S property and must be marked as such, properly stored and insured against all damage by the Supplier. They cannot be modified, destroyed nor used for third parties without the prior consent of H+S.

由供应商支配的图纸、计算结果、样品、说明书和其他文件材料均归灏讯所有。未经灏讯书面同意，供应商不得向第三方透露。灏讯提供或付费的工具归灏讯所有，须对工具上进行相应标识和适当储存，并进行投保以免受供应商引起的损坏。未经灏讯事先同意，上述工具不得修改、销毁或用于第三方。

#### **VIII. Corporate Responsibility and Export Control Laws**

##### **企业责任与出口控制法律**

18. Supplier shall at all times during its business relationship with H+S follow H+S Business and Ethics Code ([www.hubersuhner.com](http://www.hubersuhner.com)) and customers ethic policies as communicated from time to time.  
与灏讯维持业务关系期间，供应商应始终遵守《灏讯商业与道德准则》([www.hubersuhner.com](http://www.hubersuhner.com))以及更新传达的客户道德政策。
19. Supplier has not and will not, directly and indirectly in connection with the performance of its obligations towards H+S or otherwise, offer, pay or authorize the giving of money or anything of value to H+S or an employee, agent, consultant of H+S or other person related to H+S.  
供应商不曾也绝不会在履行对灏讯的义务时以直接或间接方式提供、支付或认可给予灏讯或灏讯的员工、代理商和顾问或者与灏讯相关的其他人员的金钱或其他有价值的东西。
20. Supplier agrees to strictly comply to all export and import regulations.  
供应商应同意严格遵守所有出口与进口法规。
21. The breach of this paragraph VIII constitutes a material an incurable breach and entitles H+S to terminate with immediate effect the business relationship with Supplier  
违反本段（VIII）规定将构成重大违约，灏讯有权就此立即终止与供应商的业务关系。

#### **IX. CHOICE OF LAW AND JURISDICTION**

##### **法律选择与管辖权**

**The purchase agreements concluded hereunder are governed exclusively by substantive law at the registered offices of H+S. The ordinary courts at the registered office of H+S shall be exclusively competent.**

以下采购协议仅受灏讯注册办公所在地立法的约束。灏讯注册办公所在地常设法院应具有唯一管辖资格。