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执行地点及权限

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1.CONCLUSION OF CONTRACT 合同综述

Only orders which are placed or confirmed in writing are valid. We expect to receive the duplicate of our order bearing a seal and valid signature by way of order acknowledgment. Changes and additions included in the order acknowledgment by the supplier are only recognized if we subsequently consent thereto in writing. The fact that we accept delivery or make payments does not imply any recognition of the supplier's general terms and conditions of business. On the contrary we regard the performance of the delivery to our order by the supplier as recognition of our purchasing terms and conditions, even if the supplier has previously expressly contradicted them or made reference to other terms and conditions in his order acknowledgment.

只有书面下达或确认的订单才是有效订单。我们要求对方在订单上签字盖章并返还，以此作为对订单的认可；供货商所作的改动及附加条款，于我们作出书面同意之后方可生效。我们接受货物或进行付款的行为并不表示我们承认供货商进行交易的条款及条件，恰恰相反，我们向那些遵照我们采购条款交货的供货商致谢，即使他们在认可订单时作出与我们相矛盾的条件或另增附注。

2. PRICE 价格

The price is understood to be fixed and includes all ancillary costs of whatever kind.
合同价格理解为固定价格，其中包括各种从属成本。

3. PASSAGE OF TITLE 所有权的转移

Ownership of the goods passes to us with their delivery to us or to the third party designated by us. The risk of deterioration and loss of the goods lies with the supplier until the passage of title.
货物抵达我们或由我们指定的第三方时，其所有权转归我们。在所有权属转移之前，供货商承担货物损坏或遗失的风险。

4. DELIVERY DATE 交货日期

The dates stated are understood to be the dates of arrival of the goods at their destination. Deliveries before the agreed date may only be made with our consent. Deliveries arriving too early will either be refused or stored by us at the supplier's expense. In the event of delayed delivery, the supplier will be liable in accordance with legal provisions. Besides the right to compensation, we are entitled to demand a contractual penalty as follows:

订单中规定的日期理解为货物抵达目的地的日期。必须取得我们的同意之后方可提前交货，太早到货将会被拒绝或者由我们贮藏、供货商讨相关费用。延迟交货，供货商则必须按照法律规定承担责任。除了有权要求赔偿之外，我们还按合同规定要求罚金，具体比率如下：

- 1 to 3 days delay 延迟一到三天: 5%;
- 4 to 7 days delay 延迟四到七天: 15%;
- 8 to 14 days delay 延迟八到十四天: 30%;
- More than 15 days delay 延迟多于十五天: >=50%

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5. TRANSPORT AND DAMAGE IN TRANSIT 运输及其过程中的损坏

The stipulated means of transport must be used. The supplier is obliged to insure the goods until they are handed over at the place of performance or destination.

必须采用订单内规定的运输方式。在此过程中，供货商必须给货物进行投保，保期至目的地交付为止。

Invoiced packaging on loan will not be paid for; it will be returned carriage paid.

包装费不单独支付，而是与运费一起支付。

The supplier is liable for damage to goods in transit due to inadequate or unsuitable packaging, even if we undertake shipment of the goods to their destination.

即便是由我们负责将货物运送目的地，供货商也必须承担在运输过程中因供货商包装不当而损坏的货物。

6. PAYMENT 付款

Payment will be made within 60 days until the goods are received at their destination, validated, and the invoice has been presented.

于货物抵达目的地、检验合格并出具发票之后 60 天之内支付货款。

7. WARRANTY 担保

The supplier grants us full warranty of title and quality. The supplier is liable for the faultless condition and fitness of his delivery, both for ordinary applications and for that notified to the supplier, and for warranted characteristics of the goods. The warranty period is two years and commences with the delivery of the goods by the supplier. We are not obliged to examine the supplier's goods for defects on delivery, even by way of spot checks. Defects in the goods can be notified at any time during the entire warranty period, before and/or after processing and/or resale, but they must be reported after becoming apparent. If a warranty case arises due to defects in delivery, we have the option of demanding cancellation, price reduction, rectification by the supplier himself or a third party or delivery of other goods conforming to the order, with or without compensation in each case. In the process, we can make uniform use of these claims for the order as a whole or apply each of them to a specific portion of the order, if the defects are rectified or a replacement delivery is made, the two-year warranty period recommences. We must also be compensated for any loss arising in connection with the defect. The period of limitation for all the aforementioned claims is two years from our discovery of the relevant defect/loss in the delivered goods.

对货物的产权及质量，供货商必须向我们提供全额担保。供货商必须保证完善的发运条件，以此满足货物运输的一般条件以及我们公司的特殊要求，同时也必须保证货物的性能。担保期二年，始于货物发运时。在货物发运前，我们无义务对货物进行检验，哪怕是抽样检验。在担保期限内，无论货物是否已被加工或销售，一旦发现缺陷都可通知对方，但必须在发现之后立即通知。如果所担保的事项在运输途中产生，则我们可选择取消、降价、由供货商或由第三方进行修整、或以符合要求的其它产品替代。在此过程中，我们可对订单的一部分使用全部或部分的上述主张权。如果缺陷已经纠正或已替换货物，那么两年的担保期重新开始计算。因货物缺陷引起的损失，我们也将向供货商要求赔偿。上述主张权自我们发现相应的缺陷/损失之日起为期两年。

8. RECOURSE IN RESPECT OF WARRANTY CLAIMS BY THIRD PARTIES

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第三方对担保权力主张的追索权

We are entitled to pass on to the supplier all expenses we incur vis-à-vis our customers from warranties for defective or faulty goods of the supplier.

我方与客户之间因供货商的缺陷产品而导致的一切费用，我们有权将其从担保物中扣除。

9. PRODUCT LIABILITY 产品责任

During all the time he supplies us, the supplier maintains a product liability and employer's liability insurance which appropriately covers the risks arising from liability as well as our indemnity, and fulfils the following conditions:

供货期间，供货商进行产品责任保险，涵盖因债务引起的风险、对我们的补偿，保险必须满足下列条件：

- local validity worldwide, incl. USA/ Canada 适用于全球，包括美国/加拿大
- installation and dismantling costs included 包含安装及拆除费用。

Evidence of insurance cover must be provided to us on request.

应我们要求提供保险证明。

10. INTELLECTUAL PROPERTY RIGHTS 知识产权

The supplier will indemnify us in respect of the goods delivered or parts thereof against claims arising from the intellectual property rights of third parties, such as patents, copyrights, trademarks and suchlike. The supplier undertakes to intervene at our request in any legal proceedings brought against us, or to conduct the action in place of us at his own legal proceedings brought against us, or to conduct the action in place of us at his own expense and/or to bear the cost and compensation consequences arising from the action.

如因货物或零件的知识产权（如专利、版权、商标诸如此类），第三方对我们提出权利主张，供货商必须因此赔偿我们。应我们要求，供货商必须介入任何针对我方的法律行为，或代替我方处理该法律纠纷，或承担该法律行为引起的费用及赔偿。

11. COPYRIGHT AND DOCUMENTARY MATERIAL 版权与文件资料

Drawings, calculations, models, dies, moulds, samples and all other documentary material placed at the supplier's disposal remain our property. They may not be disclosed to third parties in any form without our written consent. Tools, gauges, apparatus, models, etc., which we have paid for remain our property, and must be properly stored and insured against all damage. They may neither be modified, destroyed, nor used for third parties without our written consent.

交与供货商使用的图纸、计数、样式、模具、样品及所有其它的文件资料的所有权仍属于我们公司；未经我们书面同意，不得以任何形式向第三方透露。供货商必须妥善保管已被我们购买并拥有所有权的工具、量具、仪器、模型等，防止任何的损坏；未经我们书面同意，不得将其更改、毁坏或用来为第三方生产使用。

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12. PLACE OF PERFORMANCE AND JURISDICTION 执行地点及权限

The contract is subject to Chinese law. Our registered office is the place of performance. The courts exercising jurisdiction at our registered office are stipulated as the legal venue.

本合同适用于中国的法律。我们的注册地址为合同执行地点。注册地址所在地的法院为合法审判机构。