

## 立达（中国）纺织仪器有限公司采购通用条件

### 1. 合同综述

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. 价格

合同价格理解为固定价格，其中包括各种附随的费用。

### 3. 所有权转移

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. 交货期

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，提早到货将会被拒收或者由我们保管但由供货商承担相关费用。如延迟交货，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，我们还权按合同规定要求罚金。除了获得赔偿的权利外，我们有权要求按订单或迟延交货部分订单的价格\*0.5%/周计算违约金，但总计不超过 5%。

### 5. 运输及其过程中的损坏

必须采用订单内规定的运输方式。在此过程中，供货商必须对货物进行投保至目的地交付为止。借出的包装不会被支付，但会被退还，运费由我们承担。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. 付款

于货物抵达目的地、检验合格并出具发票之后的60天内付款。

### 7. 质保

对货物的所有权及质量，供货商必须向我们提供全面担保。供货商必须保证完善的发运条件，以此满足货物的一般用途以及我们公司的特别要求的用途，同时也必须保证货物的性能。质保期为二年，始于货物交付时。在货物交付时，我们无义务对货物进行检验，哪怕是抽样检验。

在质保期限内，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，则我们可选择取消订单、要求降价、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主张上述权利。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，我们有权要求供货商赔偿。上述主张权利的诉讼时效为自发现相应的缺陷/损失之日起两年。

## Purchasing Terms and Conditions of Rieter (China) Textile Instruments Co., Ltd.

### 1. Conclusion of contract

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.

### 2. Price

The price is understood to be fixed and includes all ancillary costs of whatever kind

### 3. Passage of title

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.

### 4. Delivery Date

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 in the amount of 0.5% of the total price of the order for each week or part thereof by which the time limit is exceeded, but not totaling more than 5%.

### 5. Transport and damage in transit

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

### 6. Payment

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

### 7. Warranty

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 de-manding 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.

#### 8. 对第三方质保索赔的追索

我方与客户之间因供货商的缺陷或问题产品而导致的一切质保费用，我们有权要求供应商相应全部承担。

#### 9. 产品责任

供货期间，供货商投保产品责任保险及雇主责任险，该等保险除应涵盖因责任引起的风险及对我们的补偿外，必须满足下列条件：

- 适用于全球，包括美国/加拿大；
- 包含安装及拆除费用；
- 我们要求提供保险证明。

#### 10. 原产地证明及出口限制

供应商将提供一份书面的、经正式签署的货物原产地声明，使用适当的表格并包括所有必要的信息（原产地证书）。该声明最迟应在第一次交货时提交。

供应商保证交付的货物符合所有相关的法律要求。在向原产国以外的国家供货的情况下，它们也必须符合目的地国家的规定。

这也适用于增值税/销售税法规定的在国外交货和在欧盟境内交货的证据。

如果根据国内或其他法律，某批货物或其部分受到出口限制，供应商应立即通知我们。

来自欧盟成员国的供应商有义务在接受订单后的30天内主动提交，随后在每年底的前两个月内根据当时有效的欧洲法规提交长期供应商声明。如果在特定的货物交付中无法做到这一点，则最迟必须在开具发票时提交相应的原产地证明。

#### 11. 环保责任

供应商必须遵守欧洲共同体REACH法规（EC 1907/2006），交付的产品或部件不得含有供应商所在国、欧盟以及产品或部件销售和使用的国家适用的立法或法规所禁止的任何产品、材料或物质。

#### 12. 知识产权

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。

#### 13. 版权与文件资料

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。

#### 8. Recourse in respect of warranty claims by third parties

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

#### 9. Product liability

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:

- local validity worldwide, incl. USA/Canada
- installation and dismantling costs included.

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

#### 10. Proof of origin and restrictions on export

The supplier will provide a written and duly signed declaration of the origin of the goods, using the proper form and including all the required information (Certificate of Origin). This declaration has to be submitted with the first delivery at the latest.

The supplier warrants, that delivered goods conform to all relevant legal requirements. In the case of supplies to another country than the country of origin they have to conform to the regulations of the country of destination, as well.

The same applies to evidence required under VAT/sales tax legislation for deliveries abroad and for such inside the European Union.

The supplier will inform us immediately, if a delivery, or part of it, is subject to export restrictions according to domestic or other law.

Suppliers from Member States of the European Union are obliged to submit on their own accord within 30 days after order acceptance, and subsequently within the first two months of each calendar year long-term supplier's declaration according to the current European regulations in force at that time. If this is not possible for particular deliveries of goods, the corresponding Certificate of Origin has to be submitted when issuing the invoice at the latest.

#### 11. Environmental liabilities

The supplier must comply with the European Community Regulation REACH (EC 1907/2006), and delivered products or parts must not contain any product, material or substance prohibited by the legislations or regulations applicable in the supplier's country, the European Union and all countries in which the products or parts are marketed and used.

#### 12. intellectual property rights

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 expense and/or to bear the cost and compensation consequences arising from the action.

#### 13. Copyright and documentary material

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.

**14. 执行地点及地域管辖**

本合同适用中国法律。我们的公司注册所在地为合同执行地。注册地址所在地的法院为合法审判机构。

**14. Place of performance and jurisdiction**

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.

**15. 供应商行为准则**

供应商应时刻遵守《立达供应商行为准则》。《立达供应商行为准则》可在立达网站[www.rieter.com](http://www.rieter.com)上找到。

**15. Supplier Code of Conduct**

Supplier has to comply with the Rieter Supplier Code of Conduct at any time. The Supplier Code of Conduct can be found on the Rieter homepage [www.rieter.com](http://www.rieter.com).

11/23/2021