

# General Terms and Conditions of Purchase of M. Braun Inertgas Systems (Shanghai) Co., LTD

## 布劳恩惰性气体系统（上海）有限公司的一般采购条款和条件

### 1 General - Scope of Applicability 总则-适用范围

1.1 Our General Terms and Conditions of Purchase shall apply exclusively. Your terms and conditions shall not form part of the contract unless we have expressly agreed with their applicability. Our Terms and Conditions of Purchase shall also apply even if we accept your deliveries / performances without reservation in knowledge of your terms and conditions of delivery which contradict or deviate from our General Terms and Conditions of Purchase. Upon acceptance / execution of an order, you shall simultaneously recognize these General Terms and Conditions of Purchase as binding for all future contractual relationships with you.

（所有现有或未来的订单）仅适用本一般采购条款和条件。供应商的一般条款与条件不构成合同的一部分，除非我方已经明确确认其适用性。即便我方在知悉供应商的交货条款和条件与我方的一般采购条款和条件相抵触或相背离的情况下仍毫无保留地接受了交货/服务，我方的一般采购条款和条件对供应商仍然适用。在接受/执行订单时，供应商应同时确认本一般采购条款和条件亦适用于未来所有与贵方的合同关系。

1.2 All agreements on, or supplements and amendments of, the order must be made in writing. The written form requirement may only be waived by means of a written statement.

所有关于订单的协议、补充和修改必须以书面形式进行。书面形式的要求只能通过书面陈述的方式作废。

1.3 Customary commercial clauses shall be interpreted on the basis of the current Incoterms unless the provisions of The Civil Code of the People's Republic of China have priority.

除非《中华人民共和国民法典》的规定具有优先权，否则习惯性商业条款应以现行《国际贸易术语解释通则》为基础进行解释。

### 2 Acceptance Period, Prices, Despatch and Packaging 验收期限、价格、发货和包装

2.1 The Supplier shall be obliged to accept our order within 3 days, simultaneously stating our order number and article number (acceptance period). In the event of later acceptance, we shall be entitled to agree or reject acceptance.

供应商应在收到我方的订单后 3 日内予以确认，同时注明我方的订单号和物品编号（交付日期）。如果逾期仍未确认，我方有权决定继续订货或取消订货。

2.2 The agreed prices shall be fixed prices and shall exclude subsequent charges of any kind. Prices shall cover all performances which are necessary in order to comply with the contract. The agreed prices also include packaging, transport, insurance, customs clearance, expenses, license charges, commissioning / acceptances, operating instructions in 2 copies and all public charges and levies. If no prices are stated in the order, your current list prices shall apply with the normal commercial deductions. We shall be entitled to renegotiate the order. If you are also obliged to carry out the assembly function based on our order, this shall be included in the agreed prices, including all the necessary ancillary performances, unless a special price compensation has been agreed. The agreement on the place of performance shall not be affected by the type of pricing structure.

商定的价格应为固定价格，不包含任何形式的追加费用，价格应包含为履行合同而必须进行的所有服务。商定的价格还包括包装、运输、保险、清关、杂费、许可证费用、调试/验

收、两份操作说明以及所有公共费用和税费。如果订单中没有说明价格，则应适用供应商目前的清单价格，并享有正常的商业折扣。我方有权对订单进行重新谈判协商。如果供应商有义务根据订单进行装配工作，这应包括在商定的价格中，且包含所有必要的辅助服务，除非双方同意进行特殊的价格补偿。履行地的约定不受价格结构类型的影响。

- 2.3 We shall only take over the quantities and number of units as ordered. Overages and underages shall only be accepted if they have been agreed with us beforehand.

我方只接受业已确定的订购的数量。超量交付或不足量交付只有在事先与我方达成协议的情况下方可接受。

- 2.4 Despatch shall be carried out at your risk. The risk of deterioration, including the risk of fortuitous loss, shall remain with you up to delivery at the requested despatch address or place of use. Despatch shall be ex works duty paid (DDP in accordance with INCOTERMS), including packaging to the place of reception.

供应商承担发货的风险。在货物交付到指定的收货地址或使用地点之前，其毁损的风险，包括偶然损失的风险仍由供应商承担。交货时应处于完税状态（即《国际贸易术语解释通则》中所定义的完税后交货），包括将货物运到接收地点所需的包装。

### 3 Invoices and Payment 发票和付款

- 3.1 Invoices shall be submitted separately after delivery in the proper manner in a single copy together with all the relevant documents and data - in particular making reference to the order number and article number specified in our order. Invoices which are not submitted in the proper manner shall only be regarded as having been received by us on the date of their correction.

产品交付后，供应商应全额开具符合法定要求的增值税发票，以合适的方式交付给我方，并附上所有相关的文件和数据——特别是提及我方订单中规定的订单号和物品编号。未按正确方式提交的发票仅在更正之日被视为已收到。

- 3.2 Unless otherwise agreed, payment shall be made within 14 days or after 60 calendar day net, calculated after delivery / performance / acceptance, receipt of the documentation in accordance with Section 3.3 and receipt of the relevant invoice.

除非另有约定，发票款项应于在交付/履约/验收、收到第 3.3 节规定的文件和收到相关发票后 14 天内支付，或 60 个日历日后全额支付。

- 3.3 If confirmations or certificates have been agreed or are customary within the industry, e.g. acceptance confirmations, conformity declarations, certificates, etc., they shall form an integral part of the required performances and shall be despatched to us at the latest with the goods in question. The payment period for invoices shall commence upon receipt of the full and complete documentation.

双方已经约定的或行业公认的确认证料或证书，例如验收确认书、符合性声明、证书等，它们应构成所要求的的一个组成部分，最迟应与有关货物一起发送给我方。发票的付款期应在收到全部和完整的单据后开始计算。

- 3.4 If advance payments are made, you shall provide us with reasonable and appropriate security, e.g. a bank guarantee.

如需收取预付款，供应商应向我方提供合理和适当的担保，例如，银行保函。

- 3.5 With regard to our payment claims, all offsetting, retention or price reduction rights shall be excluded if they are established by declaratory judgement or are in respect of a claim expressly recognized by us.

对于我们的付款要求，如果所有的抵消权、保留权或降价权利是通过宣告性判决确定的，或者是与我们明确承认的要求有关的，则应被排除。

#### 4. Amendments and Supplements

##### 修正和补充

- 4.1 If you are liable for a work performance/work delivery, we shall be entitled to request amendments and supplements to the order at any time based on our equitable discretion and taking due account of your interests. You shall be obliged to propose amendments which you consider necessary and meaningful in anticipation of a successful performance of the contract. You shall also effect the aforesaid amendments after receiving our written consent.

如果供应商对工作的执行/工作的交付负有责任，我方有权在任何时候根据我方公平的考量并适当考虑供应商的利益，随时要求对订单进行修改和补充。供应商有义务提出你们认为必要和有意义的修改方案，以便成功履行合同。供应商应在得到我方书面同意后实施上述修正。

- 4.2 If an amendment gives rise to a cost increase or a cost reduction and/or non-compliance with the scheduled delivery date, you shall be obliged to simultaneously draw attention to your amendment proposal or immediately upon receipt of our amendment request. The amendment shall be made on the basis of a written agreement in which the compensation for additional costs or after taking account of any reduced costs are specified, together with the scheduled timetable.

如果订单修改导致成本增加或减少和/或不能按照规定的交付日期交付，供应商有义务立刻给出修正提案，或在收到我方的修改要求后立即进行修改。修改应基于书面协议进行，其中说明了对额外费用的补偿或在考虑到任何成本降低后的补偿，及相对应的时间表。

- 4.3 If the bases of the compensation for the contractual performances or part of the performance are altered as a result of a change, the compensation taking account of the additional and lower costs shall be adjusted by means of an agreement in the aforesaid respect.

如果合同履行或部分履行的补偿基础因变更而发生变化，则应在考虑到额外费用和较低费用的情况下，通过上述方面的协议调整补偿。

- 4.4 If performances are required by you as a result of an amendment and if the aforesaid performances are not envisaged in the contract, you shall be entitled to additional compensation provided this was agreed before the commencement of the additional work. The additional compensation shall be determined on the bases for determining the price for the contractual work and the special costs for the requested supplementary work.

如果由于（订单）修改而需要供应商提供原合同约定范围以外的额外服务或货物，则供应商有权主张获得与额外服务或货物匹配的价格调整，价格调整额度应在供应商提供上述额外服务或货物之前和我方明确约定。

#### 5. Delivery Dates, Delivery Delay and Force Majeure

##### 交付日期、交付延迟和不可抗力

- 5.1 The agreed delivery dates shall be binding (contract deadlines). What is relevant for compliance with the delivery date or the delivery period is receipt of flawless and complete goods, including the relevant documentation, at the place of receipt or place of use specified by us in the order or the timeliness of a successful acceptance.

商定的交付日期具有约束力（合同期限）。遵守交付日期或交付期限规定，应体现为我方在订单中指定的收货地址或使用地点收到了无瑕疵的完整货物，以及相关文件，并对货物进行及时而成功的验收。

- 5.2 If you anticipate that an agreed delivery date cannot be upheld for whatever reason, this shall be notified to us immediately in writing, simultaneously stating the reasons and the anticipated duration of the delay.

若供应商发现无论出于何种原因都无法维持约定的交付日期，则应立即书面通知我方，

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同时说明原因和延误期限。

- 5.3 You shall only be entitled to invoke the absence of the necessary documents and any other preliminary work to be supplied by us if a reminder has been sent for the preliminary work and if the anticipated duration of the delay is communicated in writing.

供应商只有在书面发出前期工作的提醒函及延误期限时，才有权援引我方未提供必要文件和其他初步工作缺失的责任。

- 5.4 We shall be exempt from the obligation to accept ordered deliveries/services in whole or in part and shall then be entitled to withdraw from the contract if the delivery / performance can no longer be used in whole or in part from an economic point of view on account of a delay attributable to force majeure or a labour dispute.

如果由于不可抗力或劳资纠纷导致合同货物/服务延期交付，而且从经济角度来看我方已无法再全部或部分地使用该货物或服务，我方有权部分或全部取消合同。

- 5.5 In the event of an earlier delivery than agreed, we shall reserve the right to return the goods at your cost. If no goods are returned despite a premature delivery, the goods shall be stored by us at your cost and risk up to the agreed delivery date. In the event of a premature delivery, the due date of your claim shall not commence until the agreed due date.

如果供应商在约定的交付日期前交付货物，我方将保留退货的权利，且退货费用由供应商承担。如果提前交付的货物并未被退回，而是由我方予以保存，则该货物在合同约定的交付日期之前的保存费用和 risk 应全部由供应商承担。在提前交货的情况下，付款期限均应从约定的交付日期开始计算。

- 5.6 We shall only accept part-deliveries on the basis of a specific agreement. In the event of partial shipments, the outstanding quantity shall be noted in the delivery note.

我方只接受根据具体协议的分批交货。在分批交货的情况下，应在交货单上注明未交货的数量。

- 5.7 Our liability, also for our representatives and vicarious agents, shall be limited to wilful intent and gross negligence. This shall also apply for claims arising from culpa in contrahendo. We shall also be liable for the breach of major contractual obligations in the event of simple negligence but only for reimbursement of the typically foreseeable damage.

我方的责任，包括我方代表和代理人的责任，仅限于我方存在主观故意和重大过失的情况。针对缔约过失责任的索赔诉求也适用于此原则。如因我方的轻微疏忽而导致我方违反合同的主要义务，我方仅对典型可预见的损害予以补偿。

## 6 Acceptance 验收

- 6.1 Formal acceptance is necessary if you are committed to contract work or contract performances. If the review of your performances necessitates commissioning or setting up for test purposes, acceptance shall only be given after a successful conclusion of the test.

如果供应商已根据合同之规定供应产品或提供服务，则必须进行正式验收。如果须对合同货物进行调试或安装方可验证货物的质量和性能，则须在安装完成或调试通过后方可进行验收。

- 6.2 Payments on our part shall not denote that we have accepted the delivered goods.

我方付款不等同于我方已对合同货物完成了验收。

## 7 Quality Guarantees and Rights re Property and Legal Defects 质量保证和财产权利及法律缺陷

- 7.1 As a quality guarantee, you shall warrant that the relevant deliveries/performances have the agreed qualities and that all deliveries / performances comply in full with the latest state of the art, the relevant legal provisions and the regulations and directives of the relevant authorities, employers' liability associations and trade associations, especially legal regulations on technical equipment, workplace regulations, the DIN regulations, the necessary approvals and licenses and the specifications and other details and information stated in the order. This shall also apply for all the necessary trademarks/logos and instructions for use. If deviations from the aforesaid regulations are necessary in individual cases, you shall be required to obtain our prior written consent on the aforesaid. Your liability shall not be restricted by the aforesaid approval. If you have reservations regarding the type of design requested by us, you should notify these to us in writing without delay.

作为质量保障，供应商应保证相关的交货/服务具有约定的质量，并且所有的交货/服务完全符合最新的技术水平、相关的法律规定和有关当局、雇主责任协会和行业协会的规定和指令，特别是关于技术设备的法律规定、工作场所条例、DIN 条例、必要的批准和许可证以及订单中所述的规格和其他细节及信息。这也应适用于所有必要的商标/标识和使用说明。如果在个别情况下需要偏离上述规定，供应商应事先获得我方的书面同意。供应商的责任不受上述同意的限制。如果供应商对我方要求的设计类型有保留意见，应立即以书面形式通知我方。

- 7.2 We shall immediately inform you of any delivery/performance defects in writing as soon as they are identified during then course of orderly and proper operating procedures. For defects which we report to you within four weeks, you shall waive the defence of delayed defect notification.

一旦在有序和适当的操作过程中发现任何产品/服务缺陷，我方应立即以书面形式通知供应商。如我方在四周内向供应商报告了缺陷情况，则应被视为发给供应商的缺陷通知不存在延误。

- 7.3 In urgent cases or in the event of minor defects, the defect may be rectified by us without prior consultation - in compliance with our damage reduction obligation without your liability being affected as a result. We shall then be entitled to charge you with the necessary expenses. The same shall apply if unusually high damages are pending.

在紧急的情况下，或在缺陷不严重的情况下，在遵守减少我方损失的义务的前提下，我方可以在不事先协商的情况下纠正缺陷，而供应商的责任不会因此受到影响。我方有权向供应商收取（该维修产生的）必要的费用。如果待决的损害赔偿数额异常高，也同样适用。

- 7.4 The limitation period for defect claims shall be 2 years unless expressly agreed otherwise. It shall commence upon the acceptance of goods by us or by the third parties designated by us in the place of reception and use as specified by us. In the case of appliances, machinery and equipment, the limitation period shall commence on the formal acceptance date which is stated in our written acceptance statement. The limitation period for claims on account of defective spare parts shall be 2 years from the date of installation / commencement of use.

除非另有明确约定，质保期为2年。质保期从我方或我方指定的第三方在我方指定的接收和使用地点接收到货物时起算。如果是电器、机器和设备，质保期应从我方书面验收声明中所述的正式验收日期起算。对于有缺陷的零部件的索赔，质保期应从安装/开始使用之日起2年。

- 7.5 In the case of delivery components which cannot be used for operational purposes during the defect examination stage and/or during the defect rectification, the current limitation period shall be interrupted by the time attributable to the business interruption. The limitation period for rectified or newly delivered components shall re-commence at the end of the rectification process or, if acceptance has been agreed, upon acceptance. Acceptance shall be requested from us in writing if necessary.

如果供应商交付的产品在故障/缺陷排查或维修期间不能正常使用，则当前的质保期应中止计算直至该合同货物恢复正常功能。经过维修或更换的产品的质保期应在维修结束后重新起算，如该产品尚未验收，则应在验收后重新起算。如有必要，供应商应以书面形式向我

方申请验收。

- 7.6** You shall operate an appropriate quality assurance system in line with the state of the art as far as its type and scope are concerned and shall be documented to us upon request. You shall conclude a corresponding quality assurance system with us if we consider this necessary. You shall also take out adequate insurance cover against all product liability risks, including recall risks and shall submit the insurance policy to us for inspection upon request.

供应商应维护在类型和范围方面都适合且符合最新技术要求的质量保证体系，并应根据要求向我方提供相关文件。若我方认为有必要，则供应商应与我方签署一份相应的质量保证协议。供应商还应为所有产品责任风险（包括召回风险）投保足够的保险，并应根据要求将保险单提交给我方检查。

- 7.7** Regardless of their legal cause, you shall undertake to indemnify us against all and any claims of our customers or any other third parties arising from or in connection with a product claim and/or its consequences to the extent that the damage cause is attributable to you and/or to the extent that you are directly liable to the claimant or us - regardless of the legal cause - and without blame or negligence being involved on your part. As a result, you shall assume all costs and expenses, including the costs of any precautionary recall campaign or legal pursuit.

无论何种法律原因，如果相关的损失是由供应商引起的或供应商负有直接责任，无论是什么原因，无论供应商是否存在疏忽，当我方或我方的客户或任何相关的第三方提出索赔要求时，供应商都应该对我方作出相应补偿，供应商应承担所有的费用，包括事先召回费用或诉讼费用。

## **8 Industrial Property Rights** 工业产权

- 8.1** You guarantee that all deliveries are free of third party industrial property rights and, in particular, that the patents, licenses or any other third party industrial property rights are not being infringed as a result of the delivery and use of the delivered goods.

供应商保证所有交付的货物并无第三方工业产权，我方接收或使用供应商所交付的货物/服务不会侵犯第三方的专利权、许可权或其他第三方工业产权。

- 8.2** You shall indemnify us and our customers against third party claims arising from any industrial property right infringements and shall also bear all costs which are incurred in the aforesaid connection.

供应商应赔偿我方和我方的客户因任何工业产权侵权而引起的第三方索赔，并承担所有因上述原因而产生的费用。

- 8.3** We shall be entitled to obtain approval for using the relevant deliveries and performances from the rightful owner at your cost.

我方应有权从合法所有者处获得使用所交付的相关货物和服务的批准，费用由供应商承担。

## **9 Reservation of Title, Tools and Production Equipment** 所有权、工具和生产设备的保留

- 9.1** If we provide you with components, we shall reserve our ownership thereof. Any processing or transformations effected by you shall be made on our behalf. If our reserved goods are processed, combined or intermingled with other goods not belonging to us, we shall acquire co-ownership in the new chattel in the ratio of the value of our goods (purchase price plus value-added tax) to the other processed goods at the time of processing, combination or intermingling.

如果我方向供应商提供零部件，我方将保留其所有权。供应商进行的任何加工或改造都应代表我方进行。如果我方保留所有权的货物被加工、组合或与不属于我方的其他货物混合，我方应按照加工、组合、混合时我方的货物价值（价款加增值税）与其他加工货物的价值的比例，取得新动产的共同所有权。

- 9.2** We shall reserve the right to tools paid by us; you shall be obliged to use the aforesaid tools exclusively for the production of goods ordered by us. You shall, at your cost, also be obliged to insure the goods belonging to us against fire, water and burglary damages at the replacement value of the tools concerned. You shall simultaneously assign all compensation claims to us in connection with the aforesaid insurance; we hereby accept the assignment. You shall be obliged to carry out the necessary servicing and inspection work as well as all maintenance and repair work with regard to the tools at regular intervals and at your cost. You shall report any operational disruptions to us immediately; if you culpably refrain from doing this, compensation claims shall not be affected thereby.

我方保留对我方付款购买的工具的所有权；供应商有义务将上述工具专门用于生产我方订购的货物。供应商也有义务为属于我方的货物投保火险、水险和防盗险，保险金额为该工具的重置价值，该费用由供应商承担。供应商应同时将与上述保险有关的所有赔偿要求转给我方；我方特此接受该转让。供应商有义务定期对工具进行必要的保养和检查，以及所有的维护和修理工作，费用由供应商承担。供应商应立即向我方报告任何运行中断的情况；如果供应商故意不报告实情，索赔不会因此受到影响。

- 9.3** You are obliged to maintain strict confidence on all and any illustrations, drawings, calculations and other documents and information received from us. They may only be disclosed to third parties with our express consent. The aforesaid secrecy obligation shall also continue to apply after the end of the present contract; it shall lapse if and insofar as the production knowledge included in the illustrations, drawings, calculations and other documents have become general knowledge.

供应商有义务对从我方得到的所有和任何示意图、图纸、核算以及其他文件和信息严格保密。只有在我方明确同意的情况下才能向第三方披露。上述保密义务在本合同结束后仍应继续适用，并仅在下列情况下失效：即该示意图、图纸、核算和其他文件中所包含的生产知识已经成为普遍知识。

- 9.4** If the security rights attributable to us in accordance with Section 9.1 exceed the purchase price of all our unpaid reserved goods by more than 20 percent, we shall be obliged to release the relevant security rights upon the request of the supplier with the selection being made at our choice.

如果根据第 9.1 条归属于我方的新动产的共同所有权超过我方所有未支付的保留货物的购买价格 20% 以上，我方将有义务应供应商的要求解除相关的共同所有权，选择由我方来定。

## **10** Closing Provisions 结束条款

- 10.1** If individual parts of these General Terms and Conditions of Purchase are invalid, the validity of the other provisions shall not be affected thereby.

如果本一般采购条款和条件的个别条款失效，其他条款的有效性不受影响。

- 10.2** You are not entitled to assign the order or major part of the order to third parties without our prior written consent.

未经我方事先书面同意，供应商无权将订单或订单的主要部分转让给第三方。

- 10.3** Unless expressly agreed otherwise, the place of performance for all deliveries and performances is the destination address as specified by us.

除非另有明确约定，否则所有交付和履行的地点均为我方指定的目的地地址。

布劳恩惰性气体系统（上海）有限公司 • 中国上海浦东新区唐镇工业园金唐路145号1号楼1楼 201201

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10.4 If you become insolvent or if insolvency proceedings are petitioned on your estate, we shall be entitled to withdraw from the contract.

如果供应商破产或对供应商的财产申请破产程序，我方将有权撤销合同。

10.5 The legal venue for all disputes in Shanghai, China in all commercial matters.

解决所有商务争议的法定地点为中国上海

10.6 The laws of The People's Republic of China shall apply exclusively.

中华人民共和国的法律应单独适用。

Supplier:

供应商:

Signature Date:

签字日期: