

**General Terms and Conditions of Purchase of all Chinese companies of the JUNKER Group, especially of Erwin Junker Machinery (Shanghai) Co., Ltd. ("JUNKER") 05/2020**  
**适用于勇克集团所有中国公司，特别是埃尔温勇克机械（上海）有限公司（“勇克”）的通用采购条款 05/2020**

**Clause 1 Scope and general matters**  
**第一条 范围及通用事项**

(1) All supplies, services and quotations by our suppliers shall be provided on the basis of these General Terms and Conditions of Purchase (referred to hereinafter as "Terms and Conditions"). The latest version of our "Special Terms and Conditions of Purchase for the procurement of plant and machinery for use in line projects" shall apply on a priority basis for plant and machinery used in our line projects. These Terms and Conditions shall apply exclusively, unless we have approved written and explicit variations. The supplier's general terms of business shall not apply. Our Terms and Conditions shall also apply exclusively even if we accept the delivery without reservation, in the knowledge that the supplier's general terms of business are contrary to, or differ from, our own Terms and Conditions. A simple reference to a letter or documentation from the supplier that contains its terms of business or makes reference to them shall not constitute our agreement on the validity of such terms of business. These Terms and Conditions shall also apply to all future transactions between the contracting parties, without the need for further reference to them. The same shall apply even if, on the occasion of the first transaction, the supplier was not made aware of these Terms and Conditions until after conclusion of the contract.

我方供应商的所有供应、服务和报价均应基于本通用采购条款（以下简称“条款”）提供。我方的最新版《生产线项目使用设备和机器的特殊采购条款》应优先适用于我方生产线项目中正使用的设备和机器。本条款应被排他性适用，除非经我方同意以书面形式明确进行修改。供应商的通用条款不适用。在了解到供应商的通用条款与我方条款相悖或存在差异的情况下，即使我方无条件接受交货，我方条款仍应被排他性适用。简单地引用包含或提及供应商业务条款的信函或文件或引用供应商业务条款，不能构成我方对此类业务条款有效性的认同。本条款还应适用于缔约双方之间的所有未来交易，且无需进一步提及。即使在首次交易时，供应商直到签订合同后才获知本条款，也应同样适用。

(2) Individual written agreements concluded with the supplier in an individual case (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these Terms and Conditions. A written contract or our written confirmation shall be authoritative as regards the content of such agreements.

在任何情况下，与供应商达成的个别书面协议（包括附属协议、补充协议和修订协议）均应优先于本条款。对于此类协议的内容，应以书面合同或我方的书面确认为准。

(3) If legally relevant declarations and notifications are to be made in writing according to these Terms and Conditions, this shall include both the written form and the text form (e.g. letter, fax, e-mail).

根据本条款以书面形式发布的法律相关的声明和通知，应包括书面和文本两种形式（例如：信函、传真、电子邮件）。

(4) Declarations and notifications that are valid in law and must be made to us by the supplier after conclusion of the contract (such as timings, formal reminders, declarations of withdrawal) shall only be valid provided they are set out in writing as mentioned in (3).

合同签订后，供应商向我方发出的在法律上有效的声明和通知（如时间安排、正式通知、撤销声明等），仅在符合上述第(3)项中形式要求的情况下有效。

(5) Reference to the validity of statutory provisions shall only be valid for clarification purposes. Such statutory provisions shall therefore apply even without such clarification if, in these Terms and Conditions, they are not directly amended or explicitly excluded.

援引法律规定之有效性仅为阐明之目的。在本条款中，若未对其作直接修改或明确排除，即便未阐明，此类法律规定也适用。

(6) If individual provisions are invalid, this shall not affect the validity of the remaining Terms and Conditions. When individual provisions are invalid, they shall not affect the validity of the remaining provisions.

(7) Without our prior agreement, the supplier may not transfer or assign to third parties rights, duties, and in particular claims arising from the business relationship with us.

未经我方事先同意，供应商不得将权利、义务让与或转让给第三方，特别是因与我方的业务关系而产生的请求权。

(8) The supplier must secure DIN EN ISO 9000/9001 certification for its services and provide us with evidence of that certification upon request. In addition, the Supplier undertakes to put in place and continually develop an environmental management system in line with ISO 14001 within the scope of its capabilities.

供应商必须确保其服务获得 DIN EN ISO 9000/9001 认证，并按要求向我方提供所获认证的凭证。此外，供应商需承诺在其能力范围内建立并持续完善符合 ISO 14001 的环境管理体系。

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(9) These Terms and Conditions always shall apply to the procurement businesses by the respective Chinese company of JUNKER which is contract partner on the one hand, from the Supplier on the other hand. None of the above mentioned Chinese companies of JUNKER shall be entitled to act on behalf or to oblige any other company of JUNKER in its entirety, unless not agreed upon expressly otherwise in writing by an individual contract. If several companies of the JUNKER Group are contract partners, each company shall be liable as a partial debtor, and not as a joint and several debtor.

本条款始终适用于以相应的勇克中国公司为合同一方，以供应商为合同另一方的采购业务。任何上述勇克中国公司无权代表或要求其它公司代表勇克公司整体，除非在个别合同中另以书面形式明确商定。若勇克集团的数家公司皆为合同方，则各公司皆各为部分债务人，而非连带债务人。

## **Clause 2 Inquiries and quotations**

### **第二条 询盘和报价**

(1) These Terms and Conditions shall also apply for our inquiries. Our inquiries shall not have binding effect.

本条款也应适用于我方询盘。我方询盘不具有约束力。

(2) In its quotation, the supplier must conform to our inquiries and must make explicit reference to any variations. When it submits the quotation in response to our inquiry, the supplier shall be accepting a contractual obligation towards us to make explicit reference to variations from our inquiry in its quotation. Quotations and cost estimates shall be drawn up and submitted free of charge and shall not be binding on us; unless explicitly agreed otherwise in writing, we shall not owe any payment for visits, or for drawing up plans, drawings and the like. The quotation produced by the supplier shall be binding on it, and we shall be allowed 4 weeks to accept it following its receipt.

供应商在报价时必须符合我方询盘的要求，并明确说明所有变动。在回应我方询盘提交报价时，供应商应承担对我方的合同义务，明确提及其报价与我方询盘的不同之处。报价和成本估算应无偿起草和提交，且对我方不具约束力；除非另有明确的书面约定，否则我方将不支付供应商任何参观访问、方案制定或图纸绘制等费用。供应商提交的报价对其具有约束力，并应允许我方在收到报价后的 4 周内予以答复。

## **Clause 3 Orders**

### **第三条 订单**

(1) Only written orders shall be binding. Orders placed in a different format shall not become binding until we have confirmed them in writing.

仅书面订单具有约束力。在我方书面确认之前，以其他形式下的订单将不具有约束力。

(2) Unless we have explicitly waived the right to send an order confirmation, we must be sent a written order confirmation for every order that state the binding time of supply and service. We reserve the right to cancel orders for which we have not received confirmation from the supplier within 8 calendar days after serving an order. We may declare cancellation up to the point of receipt of the written order confirmation.

除非我方明确免除发送订单确认之义务，否则供应商须就每份订单向我方发送书面订单确认，注明供应和服务的有约束力的期限。若订单下达后 8 个日历日内未收到供应商的订单确认，则我方保留取消订单的权利。在收到书面订单确认前，我方可宣布取消订单。

(3) Supplements or subsequent agreements shall only be valid provided we have confirmed them in writing.

补充协议或后续协议仅在我方书面确认后才有效。

## **Clause 4 Prices and payment terms and conditions**

### **第四条 价格及付款条件**

(1) The price shown in the quotation or order shall be binding. All prices shall be inclusive of value added tax and other applicable circulation taxes unless this is shown separately. In the absence of any agreement to the contrary, the price shall include delivery to the location stated in the order or the quotation acceptance in accordance with DDP (Incoterms 2020), including packaging.

报价或订单中所显示的价格具有约束力。除非单独列出，否则所有价格均应包含增值税及其他适用的流通税。在没有任何相反约定的情况下，价格应包含根据 DDP（国际贸易术语解释通则 2020）交货到订单或报价确认中指定位置的运输费用，含包装费用。

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(2) Unless agreed otherwise in an individual case, the price shall include all services and incidental services by the supplier (such as assembly, installation) and all incidental costs (such as the proper form of packaging, transport costs including any transport and liability insurance).

除非在个别情况下另有约定，价格应包括供应商提供的所有服务和附带服务（例如组装，安装）以及所有附带费用（如：适当形式的包装，运输费用，包括任何运输和责任保险）。

(3) The agreed price shall fall due for payment within 30 calendar days following full delivery and service (including any agreed acceptance procedures, including acceptance inspection) and receipt of a proper invoice. If we pay by bank transfer, payment shall be deemed to have been made on time provided our bank receives our transfer order before expiry of the payment term; we shall not be responsible for delays caused by the banks involved in the payment transaction.

合同约定价格须在全部交货和服务（含一切约定的验收程序和验收检查）交付且收到正规发票后 30 日历日内支付。若我方通过银行转账支付，则只要我方银行在支付到期日前收到我司转账要求即视为按期支付。对支付交易过程中由银行原因导致的延误，我方不承担责任。

(4) If the supplier and ourselves have agreed a written payment schedule, we will pay installments only in the amount of the proven defect-free level of performance; the payments shall not affect our rights with respect to fulfillment and defects. Unless agreed otherwise, any down payments / advance payments that we make shall be offset against amounts due, up to the point at which no further down payments / advance payments remain to offset against the amounts due. The supplier may require any down payment / advance payment security paid to it to be paid back to us in return for a down payment / advance payment security that has been reduced accordingly by the amount offset.

若供应商与我方已就付款进度达成书面约定，则我方仅在履约情况已验证为无瑕疵状态时支付对应的分期付款。支付不影响我方对履约以及缺陷的权益。除非另有约定，我方支付的任何首付款/预付款应用于抵减到期应付款，首付款/预付款可全额用于抵减，直至没有剩余。供应商可要求在退还原首付款/预付款保证金给我方的基础上向我方收取抵减到期应付款后的首付款/预付款金额所对应的保证金。

(5) Such payment shall not represent acknowledgment of terms and conditions and prices, and shall not affect our rights in relation to improperly performed delivery / service, our inspection rights and the right to contest an invoice for other reasons.

此类付款不代表我方对条款和价格的认可，不影响我方对不当履行的交货/服务的权利，验货的权利，以及以其它原因对发票提出异议的权利。

(6) We shall not owe any interest payable after the due date. Default interest shall be 5 percentage points per annum above the annual base rate for the bank loan at that time. The statutory provisions shall determine whether we are in default, although, by way of variation, a formal written reminder from the supplier shall be required in each case.

我方不支付任何逾期利息。违约利息的年利率为同期银行贷款基本年利率外加 5 个百分点。我方是否违约依法定条文而定，但是，一旦出现偏离合同之事件，供应商需针对各事件出具正式书面提醒。

(7) We shall be due statutory rights to offset and withhold and may plead non-fulfillment of the contract. In particular, we shall be entitled to withhold due payments for as long as we are entitled to make claims against the supplier under the business relationship based on incomplete or defective supplies or services.

我方保留抵消和停止支付款项以及申辩合同未执行完毕之法定权利。尤其是，在我司有权因货物或服务不完整或有瑕疵而对供应商提起索赔的期间内，我方有权停止支付到期应付款项。

(8) The supplier shall only have a right to offset or withhold on the basis of final and absolute or uncontested counterclaims.

供应商仅可依据最终的、绝对的或无异议的反诉履行抵消或扣留款项的权利。

(9) The supplier shall raise a separate invoice for each delivery or service. The invoice must show in particular our full order number, item number, article designation, article number and the amount or quantity of the measured unit ordered. If these requirements are not met, we shall not be responsible for the resulting delays in processing the invoice and making payment.

供应商应为每一次交货或服务开具独立发票。发票上须特别注明我方的完整订单号、序号、商品名称、商品编号以及订购产品的计量单位和数量。如不满足上述要求，我方将不对发票的处理和付款的延误负责。

(10) If the supplier delivers to a third party comparable amounts of the products or services to which the contract relates or similar products or services, subject to more favorable terms, in particular as regards price, discounts, technology, quality, payment terms, delivery times or other terms and conditions (hereinafter "the Terms"), the

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supplier shall notify us immediately and shall automatically grant us these more favorable Terms. The new Terms shall apply retrospectively from the point at which the supplier has granted the third party these more favorable Terms.

如果供应商以更优惠的条款，尤其是在价格、折扣、技术、质量、付款条件、交货时间或其他条款方面（以下简称“条款”），向第三方交货本合同所涉及的或类似的产品或服务时，供应商应立即通知我方，并自动给予我方相同优惠的条款。新条款的适用应追溯至供应商授予第三方优惠条款之时。

(11) If the purchase price is dependent on the amount of the product supplied, the dimensional unit stated by us (such as kg, m<sup>2</sup>, linear meters) shall be used to calculate the purchase price. If the amounts actually delivered were not officially measured at the place of shipment, the amounts and dimensions determined by us at the time of delivery shall be authoritative. If it should prove subsequently that the supplier has delivered more than the amount ordered, it may not demand payment for the additional amount. If it should prove that it has delivered less than the amount ordered, we may either demand delivery of the shortfall or relevant deduction in the purchase price, or withdraw from the purchase contract with respect to the shortfall.

如果购买价格取决于所供应产品的数量，则应使用我方指定的尺寸单位（例如千克、平方米、线性米）来计算购买价格。如果在装运地点没有对实际交货数量进行正式计量，则应以我方在交货时确定的数量和尺寸为准。事后如果确认供应商交货的数量超过实际订购的数量，不得要求我方支付额外金额。如证明已交货数量少于订购数量，我方可以要求供应商交付缺失货物或对购买价格进行相关扣减，或就缺失货物退出购买合同。

## **Clause 5 Security**

### **第五条 担保**

(1) By way of security for the down payment / advance payment, the supplier shall provide JUNKER with an unlimited term surety / guarantee from a guarantor to be confirmed by JUNKER. The following are recognized as such guarantors: domestic banks or savings banks, foreign banks with a long term rating of at least “BBB” (provided this is issued by Fitch Ratings or Standard and Poor’s) or at least “Baa3” (if issued by Moody’s). The wording of the surety / guarantee must be that of the specimen text provided by JUNKER. Moreover, down payment / advance payment sureties must cover the gross amount, be directly enforceable, incur no cost to us and be of unlimited term, and must contain a waiver of setoff, avoidance and preliminary injunction; furthermore, they may not contain a deposit clause. The claims arising out of the surety / guarantee may not become barred by limitation before the claim that is secured in each case.

作为首付款或预付款的担保，供应商应向勇克提供无限期限的担保人保证，该担保人应经勇克确认。以下银行可被视为此类担保人：国内银行或储蓄银行、长期评级至少为“BBB”（由惠誉国际评级或标准普尔发布）或至少为“Baa3”（由穆迪评级发布）的外资银行。担保人/保函的措辞必须与勇克提供的样本文本相一致。首付款或预付款担保须涵盖总金额，可直接执行，对我方不产生任何费用，且无固定期限，且必须包含冲抵、无效和初步禁令的弃权（条款）；此外，不得包含定金条款。由保证人/担保人提出的索偿，在每宗个案的索偿得到解决之前，不得因时效而被禁止。

(2) By way of security for the defect claims, the supplier shall provide an unlimited term surety from a bank or a credit insurer in relation to the acceptance procedure, the wording of which must be that of the specimen text provided by JUNKER. Unless agreed otherwise, the minimum amount of the security must be 10% of the net amount due. The security for the defect claims shall cover the fulfillment of all defect claims, including damages payments, and the refund of overpayments, including interest. The claims arising out of the surety may not become barred by limitation before the individual claim being secured. Until such time as the contractual security is presented, we shall be entitled to withhold 10% at least, or a different agreed interest rate, from the net amount due.

作为缺陷索赔的担保，供应商应提供来自银行或信用保险公司提供关于验收程序的无限期限担保，该担保的措辞必须与勇克提供的样本文本相一致。除非另有约定，保证金的最低金额须为应付净额的 10%。对缺陷索赔的担保应涵盖所有缺陷索赔的履行，包括损害赔偿的支付，以及包含利息在内的超额付款项的退款。由担保人引起的索赔，在索赔个案获得担保之前，不得受到时效限制。在提供合同规定的保证金之前，我方有权从到期应付净额中扣留至少 10% 或其它约定比率的利息。

(3) Furthermore, we shall be entitled at any time to demand from the supplier a contract fulfillment surety or guarantee of an appropriate amount in addition to the two aforementioned sureties / guarantees described under 1 and 2.

此外，除了上述(1)和(2)中所述的保证/担保之外，我方有权随时要求供应商提供合理金额的履约保证/担保。



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**Clause 6 Delivery and service deadlines, default in delivery**

**第六条 交货和服务期限，交货违约**

(1) The times we state in the order or the quotation acceptance shall be binding. Receipt of the product or service at the delivery address stated in the order or the quotation acceptance, during normal business hours and accompanied by the necessary shipping documents, shall be authoritative with respect adherence to the delivery or service time. If delivery with assembly / service has been agreed between the supplier and ourselves, hand-over of the defect-free product following proper completion of the assembly / service shall be authoritative with respect to the timeliness of the delivery. If an acceptance procedure (including acceptance inspection) is prescribed by law or has been contractually agreed, the timing of such acceptance procedure shall be authoritative. The supplier may only rely on failure by us to provide prior necessary or agreed supplies or services provided it has requested these in writing and has not received them within a reasonable period. If the supplier finds that the agreed timings cannot be adhered to for any reason whatsoever, it must notify us in writing immediately, stating reasons and the duration of the delay. If we take a late (partial) delivery or (partial) service, this shall not represent a waiver by us of our rights with respect to the non-timely (partial) delivery / (partial) service.

我方在订单或报价确认中所述的时间具有约束力。正常工作时间内，在订单或报价确认中指定的交货地点收到产品或服务，且附带有必要的装运单据，应视为供应商严格遵守了交货或服务时间。若供应商与我方已就装配/服务发货达成一致，则在装配/服务适当完成后即视为已按时移交了无缺陷产品。如果法律规定或合同约定了验收程序（包括验收检查），则以验收程序的结束时间为准。仅当供应商已通过书面形式要求我方提前提供必要的或约定的供给和服务但未在合理时间内收到的情况下，供应商方可（将未按时交付的责任）归因于我方。如果供应商发现无论出于何种原因都无法遵守约定的交货期，须立即书面通知我方，说明原因和延迟的持续时间。若我方接受（部分）货物或（部分）服务延迟交付，不代表我方放弃关于（部分）货物或（部分）服务未按时交付的权利。

(2) The supplier shall be obliged to compensate us for all indirect and direct default losses. Acceptance of the delayed delivery or service shall not include any waiver of claims for compensation. If the supplier is in default with its delivery or service, we shall be entitled, notwithstanding further statutory claims and rules, to withdraw from the contract upon expiry of a reasonable additional period set by ourselves, and to claim payment of damages for non-fulfillment. In this case, the supplier shall also reimburse the additional costs we incur as a result of any covering purchase.

供应商有义务赔偿我方的所有间接和直接违约损失。接受延迟交货或服务不应包括放弃索赔要求。如果供应商未能履行交货或服务义务，尽管有进一步的法定索赔和规定，我方仍有权在我方设定的合理附加期限届满后解除合同，并要求供应商赔偿合同违约损失。在此情况下，任何因补偿采购而产生的额外费用均需由供应商承担。

(3) If the supplier is in default with a delivery, or makes an incorrect delivery, we may demand a contractual penalty in the amount of 1% of the net price per calendar week or part thereof, albeit no more in total than 15% of the net price of the product that was delivered late or incorrectly. We shall be entitled to demand the contractual penalty in addition to fulfillment, and as a minimum amount of any damages payment owed by the supplier under the statutory provisions; this shall not affect our right to assert a claim for further loss. If we accept the late or incorrect performance, we will also be entitled to claim the contractual penalty.

如果供应商延迟或错误交货，我方可按合同规定的额度要求违约金，即每一日历周为净价的 1%，但总金额不超过延迟或错误交货产品净价的 15%。除履行合同外，我方还有权要求供应商支付符合法规的违约金，作为供应商对损害的赔偿；这并不影响我方对进一步损失提出索赔的权利。即使我方接受延迟或错误交付，我方也有权要求合同罚款。

(4) If delivery takes place earlier than agreed, we reserve the right to return the product or reject the services at the expense of the supplier. If we do not return a product delivered early, we will store the product at our premises until the agreed delivery date, at the expense and risk of the supplier.

如果交货早于约定时间，我方保留退回产品或拒绝服务的权利，费用由供应商承担。如果我方不退还提前交货的产品，我方将在约定的交货日期之前将产品存放于我方场地，费用和 risk 由供应商承担。

**Clause 7 Freight costs, insurance, delivery note**

**第七条 运费、保险费、交货清单**

(1) Delivery shall take place in accordance with DDP (Incoterms 2020), to our location stated in the order or quotation confirmation.

交货应按照 DDP（国际贸易术语解释通则 2020），在订单或报价确认中指定的地点进行。

(2) If it is agreed, by way of variation, that we are to bear the freight costs, we will only pay the freight costs that are most favorable to us. If it is agreed that the supplier is to subcontract the transport and that we are to bear

**General Terms and Conditions of Purchase of all Chinese companies of the JUNKER Group,  
especially of Erwin Junker Machinery (Shanghai) Co., Ltd. ("JUNKER") 05/2020**  
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05/2020**

the associated costs, the supplier must award the contract to the freight forwarder or carrier designated by us. Such an agreement shall not alter what has been agreed as regards the place of delivery and the transfer of risk. In this case, the supplier shall bear all costs incurred up to the point of handover to the freight forwarder, including loading and the freight charge to the said handover point.

如果双方同意变更为由我方承担运费，我方将只支付对我方最有利的运费。如果双方同意供应商将运输转包并由我方承担相关费用，供应商必须将合同授予我方指定的货运代理或承运人。该协议不得改变已达成的关于交货地点和风险转移的协议。在这种情况下，供应商将承担移交至我方货运代理之前的所有费用，包括装货和到移交点的运费。

(3) The supplier must adhere to the requirements set out in our packaging regulations that are valid at the time. The contractor must also carefully safeguard JUNKER's interests during shipment. The goods must be packaged in such a way that transport damage is avoided. The supplier shall be liable for losses caused as a result of inappropriate packaging.

发货时，供应商必须遵守有效的包装规定中的要求。在运输过程中，承包商还须认真维护勇克的利益。货物包装时必须避免运输损伤。供应商应对包装不当造成的损失负责。

(4) The supplier must take back, without charge, all used packaging, and clear of residues at our discretionary request. If this should not be possible, it shall bear our reasonable disposal costs in this context.

供应商必须免费收回所有用过的包装，并根据我方的要求清除残留物。如果无法实现，则应承担我方对此产生的合理处置费用。

(5) The delivery must be accompanied by a delivery note, which must carry our order number, item number, article designation, article number and amount or quantity of the dimensional unit ordered. If these details, or the delivery note itself, are missing, we may reject the delivery and the further deliveries shall also observe the agreed delivery time.

交货时必须随附交货清单，其中须注明我方的订单号、序号、商品名称、商品编号以及订购的尺寸单位的数量。如果缺少交货清单或上述细节，我方可能会拒绝收货，且后续交货仍应遵守约定的交货时间。

## **Clause 8 Deliveries**

### **第八条 交货**

(1) The supplier shall not be entitled to arrange for the services required of it to be provided by third parties (such as subcontractors) without our prior written agreement. The supplier shall bear the procurement risk for its services, unless agreed otherwise in the case in question (such as the sale of goods held in stock).

未经我方事先书面同意，供应商无权安排第三方（例如分包商）提供所需服务。供应商应承担其服务的采购风险，除非另有约定（如出售存货）。

(2) In quantity terms, the supplier must adhere precisely to the orders. The supplier shall only be entitled to undertake part deliveries or part services provided we have approved part deliveries or part services in writing in advance, they have been contractually agreed or, by way of exception, we can reasonably be expected to agree to them. If quality certificates or proofs of quality have been agreed, these shall be a material constituent of the delivery or of the services and must be handed over to us at the latest together with the goods or services. 在数量方面，供应商必须严格遵守订单要求。只有在我方事先书面批准，或合同中已明确规定，或特殊情况下，供应商合理预期我方同意这些部分交货或部分服务的情况下，供应商才有权进行部分交货或部分服务。如果质量证书或质量证明经双方认可，则它们应是交货或服务的重要组成部分，并且最迟必须与货物或服务一并移交给我方。

(3) If the subject matter of the contract is the delivery or manufacture of physical structures, machinery and technical equipment, the supplier shall also be required to deliver the appropriate technical documentation, including wiring diagrams, function charts and design plans, as required by JUNKER.

如果合同的标的是物理结构、机械和技术设备的交付或制造，供应商还应按勇克的要求交付适合的技术文件，包括接线图、功能图和设计方

(4) Over- or under-deliveries may not take place without our agreement. The acceptance of goods and services shall always take place subject to a reservation in relation to condition, quality and quantity.

未经我方同意，不得超量或不足交付。货物和服务的验收应始终符合状态、质量和数量的要求。

**General Terms and Conditions of Purchase of all Chinese companies of the JUNKER Group, especially of Erwin Junker Machinery (Shanghai) Co., Ltd. ("JUNKER") 05/2020**  
**适用于勇克集团所有中国公司，特别是埃尔温勇克机械（上海）有限公司（“勇克”）的通用采购条款 05/2020**

**Clause 9 Quality and documentation, inspections during contract execution**  
**第九条 合同执行过程中的质量、文件和检查**

(1) As regards its deliveries, the supplier must comply with the recognized rules of the art and the safety regulations that are valid at the time. The supplier shall conduct and maintain an effective quality assurance procedure and shall provide us with evidence thereof upon request. If the supplier has received drawings, samples, technical or quality requirements or other regulations or documents from us, it shall abide by these as regards the execution and quality features of the delivery item.

关于交货，供应商必须遵守当时公认的现有技术规则和安全法规。供应商应执行并维持有效的质量保证程序，并根据要求向我方提供相关证明。如果供应商收到我方的图纸，样品，技术或质量要求或其他规定或文件，则应在交货项目的执行和质量特征方面遵守这些规定。

(2) We shall be entitled to inspect the supplier's contract execution at any time. To this end, we shall be entitled to enter the supplier's factory for this purpose during normal business hours, following prior notification, and to inspect the installations and plant that are of relevance for execution of the contract. The supplier and ourselves shall each bear our own expenditure incurred as a result of the inspection. Such inspections shall not affect our contractual or statutory rights.

我方有权随时检查供应商的合同执行情况。在事先通知后，我方有权在正常营业时间内进入供应商的工厂，检查与合同执行相关的装置和设备。供应商和我方应各自承担检查产生的费用。此类检查不影响我方的合同或法定权利。

**Clause 10 Supplier obligations in the event of product changes and discontinuation of products**  
**第十条 产品变更和产品停产时的供应商义务**

(1) The Supplier is obligated to inform JUNKER in writing about all impending or planned changes relating to the products supplied to JUNKER, in particular with regard to construction, material composition, product description, test methods and equipment, stipulated storage conditions, safety-related changes to the safety data sheet as well as changes to production facilities or the manufacturing process ("product changes"), or discontinuation of products, immediately after becoming aware of these, in so far as the product change and/or discontinuation of a product is related to the deliveries to JUNKER.

供应商有义务把有关供应给勇克的货物的一切即将发生或已在计划的变更事项以书面形式通知勇克，尤其是关于结构，材料成分，产品描述，测试方法及仪器，规定的储存条件，安全数据表中与安全相关的变更，生产设备的变更，或生产流程变更（“生产变更”），或产品停产的信息，只要该产品变更或停产与向勇克供货有关，一旦供应商知晓须即刻告知勇克。

(2) Prior written approval must be obtained from JUNKER before proceeding with a product change and/or discontinuing a product, provided that such change or discontinuation is related to the deliveries to JUNKER. JUNKER can make the approval of product changes and/or discontinuation of products dependent on substantive requirements, such as sample approval.

在进行产品变更和/或停产之前，如果此类变更或停产与向勇克交货的产品有关，必须事先获得勇克的书面批准。勇克可以根据实质性要求（例如样品批准）对产品变更和/或产品停产进行批准。

(3) In the event of impending or planned product changes and/or discontinuation of products, the Supplier is obligated, in consultation with JUNKER, to immediately take suitable measures to ensure continued delivery to JUNKER, and the consultation with JUNKER shall not release, mitigate or amend the delivery obligations of Supplier hereunder. All costs incurred by JUNKER due to product changes and/or discontinuation of products, such as qualification costs, change costs, testing expenses, development costs, costs for repeat sample approval, and so on, shall be borne by the Supplier.

如果产品出现即将发生或计划进行的变更和/或停产，供应商有义务与勇克协商并立即采取适当措施以确保持续向勇克交货。与勇克的协商不应免除、减轻或修改供应商在本协议项下的交货义务。勇克因产品变更和/或产品停产而产生的所有费用，如鉴定费用、变更费用、检测费用、开发费用、重复样品审批费用等，均由供应商承担。

(4) For the purposes named above, the Supplier must regularly ask its own suppliers about impending or planned product changes and/or discontinuation of products. In the event of impending or planned product changes and/or discontinuation of products, the Supplier must immediately inform JUNKER about possible compatible alternative products and make the relevant datasheets and samples, etc. available to JUNKER without being prompted and at its own cost in order to ensure the due and complete deliveries to JUNKER.

**General Terms and Conditions of Purchase of all Chinese companies of the JUNKER Group,  
especially of Erwin Junker Machinery (Shanghai) Co., Ltd. ("JUNKER") 05/2020**  
**适用于勇克集团所有中国公司，特别是埃尔温勇克机械（上海）有限公司（“勇克”）的通用采购条款**  
**05/2020**

出于上述目的，供应商必须定期向其供货商询问即将或计划进行的产品变更和/或产品停产情况。如果产品出现即将发生或计划进行的变更和/或停产，供应商须立即主动并免费将兼容替代产品及相关数据表，样品等信息告知勇克，以**确保**产品能够如期成功交付给勇克。

(5) For a period of at least 6 calendar months from JUNKER receiving a notice of change/discontinuation, JUNKER retains the right to order from the Supplier the products affected by the product change and/or discontinuation under the conditions valid at the time that the notice of change/discontinuation was received.

勇克保留在收到变更/停产通知的有效条件下，至少6个月内向供应商订购受产品变更和/或停产影响的产品的权利。

(6) If the Supplier fails to fulfil the above obligations, it shall be obligated to compensate JUNKER for any damages that arises as a result.

若供应商未能履行上述义务，则其有义务赔偿勇克因此而产生的任何损失。

**Clause 11 Modification rights of JUNKER**

**第十一条 勇克的变更权**

We are entitled to require the supplier to make modifications to the products (in particular also in relation to their design and execution) at any time, even after the supplier has confirmed the order or received the quotation acceptance. In this case, the supplier shall inform us immediately of the effects of such a modification request, in particular as regards additional or reduced costs and the delivery date, and where necessary, the parties shall agree on a reasonable contract adjustment.

我方有权在任何时候要求供应商对产品进行修改（特别是在设计和执行方面），即使供应商已确认订单或收到报价**确认**。供应商应立即将此类修改请求的影响告知我方，尤其是在增加或减少成本以及交货日期方面，必要时，双方应就合理的合同调整达成一致协议。

**Clause 12 Hazardous materials, environmental protection**

**第十二条 危险物质，环境保护**

(1) The supplier must mandatorily comply with statutory regulations of the country of manufacture and of the country of distribution, with respect to goods and materials and also processes that are required to undergo special treatment, including, among other things, in relation to transport, packaging, labeling, storage, treatment, manufacture and disposal, under applicable laws, ordinances or other provisions, or due to their composition and their effect on the environment.

供应商必须强制性遵守制造国和经销国关于货物，材料以及要求特殊处理的流程的法规，这些流程包括运输，包装，打标，储存，处理，制造和处置等，基于其所适用的法条，法令或其它条款，或基于其构成和其对环境的影响。

(2) In this case the supplier shall provide us with the necessary papers and documents prior to order confirmation. If the requirements under (1) should alter during the course of the supplier relationship, the supplier shall send us the papers and documents that are appropriate to the altered requirements in time.

在此情况下，供应商应在确认订单之前向我方提供必要的文件和文档。如果在供应关系过程中上述(1)项中的要求发生变更，供应商应及时向我方提供与变更要求相适应的文件和文档。

(3) The supplier shall be liable for all losses caused through culpable failure to observe the statutory regulations applicable in this respect.

因未遵守此方面**适用法律**法规而造成的所有损失应由供应商承担责任。

(4) The supplier must otherwise comply with all statutory and official provisions in relation to environmental protection during the fulfillment of its contractual obligation.

供应商在履行合同义务期间，必须遵守与环境保护有关的所有法律和官方规定。



**General Terms and Conditions of Purchase of all Chinese companies of the JUNKER Group,  
especially of Erwin Junker Machinery (Shanghai) Co., Ltd. ("JUNKER") 05/2020**  
**适用于勇克集团所有中国公司，特别是埃尔温勇克机械（上海）有限公司（“勇克”）的通用采购条款  
05/2020**

**Clause 13 Declaration of originating status**  
**第十三条 原产地声明**

If the supplier makes declarations in relation to the originating status of the goods supplied, the following shall apply:  
如果供应商就所供应货物的原产地做出声明，则应遵循以下规定：

(1) The supplier shall undertake to enable the customs administration to examine such proofs of origin immediately, to provide the necessary information for this purpose and to supply any confirmations that may be required.  
供应商应承诺提供必要的信息以及可能需要的任何确认文件，使得海关当局能够立即审查此类原产地证明。

(2) If the declared origin is not recognized by the competent authority, due to erroneous certification or in the absence of any verification opportunity, the supplier shall be obliged to pay damages. However, this liability shall only apply in the event of culpable behavior by the supplier or in the absence of assured features.  
如果申报的原产地因认证错误或无法验证核查而未得到主管部门的承认，供应商有义务赔偿损失。但是，仅在供应商有过失行为时或明确的功能缺失的情况下，供应商才承担责任。

**Clause 14 Requirement for approval of the operation of the machine/plant**  
**第十四条 批准机床/设备运行的要求**

If the operation of the machine/plant to be supplied by the supplier requires public or official approval or certification, the supplier must arrange this at its own expense and risk and provide us with evidence thereof before deliveries to JUNKER.

如果所提供的机床/设备的运行需要政府或官方的批准或认证，供应商必须自行承担费用和 risk，并在交货给勇克之前将相关证明提供给我方。

**Clause 15 Transfer of risk**  
**第十五条 风险转移**

The risk of accidental loss or accidental deterioration of the product shall transfer to us at the time of proper and full delivery and service at the agreed location, including handover of documents referred to under clause 8 (3) and also other necessary documents. If delivery with installation / assembly / service has been agreed, risk shall transfer after proper completion of the installation / assembly / service and handover. If an acceptance procedure (including acceptance inspection) has been provided for by law or contractually, the parties shall agree mutually on the timing of acceptance for transfer of risks. The result of the acceptance procedure shall be set out in an acceptance protocol. The transfer of risk shall not take place before we have confirmed successful acceptance in the acceptance protocol. Acceptance (including acceptance inspection) cannot take place in any other way, such as in particular on the basis of tests, expert opinions, certificates or proofs of work. Payment of invoice amounts shall not signify acceptance.

在约定地点正确并完整地完成交货和服务时，产品的意外丢失或损坏风险应转移至我方，包括第八条第(3)项所述的文件和其他必要文件的移交。如果已约定提供安装/装配/服务，则风险应在正确完成安装/装配/服务后转移。如果法律或合同规定了验收程序（包括验收检查），则双方应就验收时风险转移达成一致。验收程序的结果应在验收报告中列出。在我方确认验收报告中的验收结果之前，不得进行风险转移。验收（包括验收检查）不能以任何其他方式进行，特别是基于测试、专家意见、操作证书或证明而进行的验收。发票金额支付并不表示验收。

**Clause 16 Defect liability**  
**第十六条 缺陷责任**

(1) In the event of defective delivery, in addition to otherwise stated in the following provisions (in particular in relation to production material), the statutory provisions shall apply.  
如果交货有缺陷，除下述规定（特别是与生产材料相关）外，还应适用法律规定。

(2) We shall check the products delivered by the supplier upon receipt, to ensure that the product ordered and that delivered match, to identify any variations in quality and also externally evident damage, if and as soon as is feasible during the normal course of our business. Based on this check, we shall advise the supplier of defects found within 14 days of their discovery. The supplier shall otherwise waive the right to any further incoming goods inspection at our premises. We shall advise the supplier of other defects that we do not discover until during the

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**适用于勇克集团所有中国公司，特别是埃尔温勇克机械（上海）有限公司（“勇克”）的通用采购条款 05/2020**

processing or intended use of the delivered goods, within 14 days of their discovery. In this respect, the supplier shall waive the right to plead late notice of defect.

在正常业务流程允许的前提下，我方将尽早在收货后对产品即刻进行检查，确保订购产品与交货产品相匹配，以识别任何质量变化和特别明显的损坏。基于此检查，我方将在发现缺陷后的 14 天内通知供应商。否则，供应商应放弃在我处进行进一步检查进货的权利。其它直至我方处理或拟使用所交付货物时方才发现的缺陷，我方将在发现之日起 14 天内告知供货方。在这种情况下，供应商应放弃延迟通知缺陷的申诉权利。

(3) The supplier shall provide a warranty for the fact that its delivery or service is in proper working order, flawless and free of material and legal defects. It further warrants that its delivery and service conforms to the quality agreed with us, including agreed technical delivery provisions, specifications, drawings, samples and/or descriptions, and that it complies with applicable national and international standards including DIN EN ISO 9000/9001. It further warrants that its delivery and service conform to the latest state of the art.

供应商应保证其交货或服务的正常运行，无瑕疵且不存在任何物质性和法律性的缺陷。供应商应进一步保证其交货或服务符合双方约定的质量要求，包括约定的技术交货条款、规格、图纸、样品和/或描述且符合适用的国家和国际标准（包括 DIN EN ISO 9000/9001）以及最新的技术水准。

(4) The supplier shall be obliged to execute the order in such a way that the relevant accident prevention regulations, other health and safety regulations and also the generally recognized safety, occupational health and hygiene rules applicable are observed. If this provision is not observed, the delivery or service shall be deemed not to have been properly provided.

供应商应以遵守相关事故预防规定、其他健康与安全规定以及适用的公认安全，职业健康和卫生规则的方式执行订单。如果未遵守此规定，则视为未正确提供交货或服务。

(5) We are entitled to all the statutory defect liability rights in addition to reliefs granted to JUNKER hereunder. In particular, we are entitled to elect to demand defect remedy or replacement delivery from the supplier by way of subsequent performance. The supplier must undertake subsequent performance immediately based on our request. This must furthermore be in accordance with the operational requirements of JUNKER.

除给予勇克额外减免外，在此我方有权享有所有法定缺陷责任权利。特别是，我方有权选择要求供应商通过后续履约的方式来对缺陷进行补救或替换交货。供应商须根据我方的要求立即承担后续履约，并且此后后续履约仍须符合勇克的操作要求。

(6) In the event of subsequent performance, the supplier shall be obliged to bear all the necessary expenditure associated with defect remedy or replacement delivery and damages. If the defect does not appear until the product reaches our customer's premises, the necessary expenditure shall include the cost of transportation to our customer and other associated costs. If the defect appears after the product has been installed into other items, the necessary expenditure shall include the costs of removal of the defective products and the installation of the products repaired by the supplier or delivered as a replacement as well as other associated costs. Our approval of the supplier's drawings and calculations shall not affect its warranty obligation.

在后续履约中，供应商有义务承担与缺陷补救或更换交货和赔偿损失相关的所有必要支出。如果产品在到达我方客户现场之前未出现缺陷，则必要支出应包括我方客户的运输费及其他相关费用。如果产品在安装到其他项目上后出现缺陷，则必要支出应包括移除缺陷产品的费用、供应商修理或更换交货产品的安装费用及其他相关费用。我方对供应商图纸和计算的批准不应影响其保修义务。

(7) In the event of a defect in a delivery or service by the supplier, we may remedy the defect ourselves, or arrange for it to be remedied by a third party, upon expiry without result of a reasonable period set for subsequent performance, and we may demand reimbursement of the expenditure required and loss. No time limit need be set even if the subsequent performance has failed or if it is unreasonable to expect it to take place. We may require the supplier to pay an advance to cover the expenditure required to remedy the defect and loss.

如果供应商交付的货物或服务存在缺陷，且在后续履约的合理期限届满而没有结果时，我方可自行修复，或安排第三方修复，并可向供应商要求偿付所需费用和损失。即使后续履约失败，或期望后续履约是不合理的，我方将不再给予宽限机会。在此情况下，我方可以要求供应商支付一笔预付款，以覆盖修复缺陷所需的费用。

(8) In the event of legal defects, the supplier shall release us from liability for any existing claims by third parties.

如果存在法律缺陷，供应商应免除我方对第三方任何现有索赔的责任。

(9) We may either keep defective goods in safe custody or else return them to the supplier at its expense and at its own risk, subject to a charge.

存在缺陷的货物可由我方妥善保管，也可退还给供应商，但费用和 risk 均由供应商承担。

**General Terms and Conditions of Purchase of all Chinese companies of the JUNKER Group, especially of Erwin Junker Machinery (Shanghai) Co., Ltd. ("JUNKER") 05/2020**  
**适用于勇克集团所有中国公司，特别是埃尔温勇克机械（上海）有限公司（“勇克”）的通用采购条款 05/2020**

(10) Unless it has explicitly been agreed otherwise, the warranty period shall be 36 months following delivery, or if an acceptance procedure (also including acceptance inspection) has been statutorily provided for or contractually agreed, from the point of acceptance. Unless otherwise agreed, a warranty period of five years shall apply for all work on or in connection with building structures. If the supplier provides subsequent performance, then the warranty period for the liability for freedom from defects with respect to such subsequent performance shall recommence, unless otherwise has explicitly been agreed by both parties.

如无其他明确约定，质保期为交货后或自接受法定规定的或合同约定的验收程序（包含验收检查）之日起 36 个月。除非另有约定，所有建筑结构或与建筑结构相关的工程的质保期为 5 年。如果供应商提供后续履约，则该后续履约的缺陷责任质保期应重新计算，双方另有明确约定除外。

**Clause 17 Product liability, exemption from liability**  
**第十七条 产品责任，免除责任**

(1) If the supplier has caused a product defect and/or (depending on the underlying basis of claim) is responsible for it, it shall be obliged to pay damages in response to our first request to do so, or to exempt us from liability for all claims by third parties, and the supplier itself would have been liable to third parties. In the event of contributory causation or contributory negligence by us, the supplier may assert a claim for such contributory negligence or contribution causation against us. The respective shares of the damages payments attributable to ourselves and the supplier shall be based on our individual pro rata degrees of contributory negligence and/or contributory causation.

如果产品缺陷（根据索赔的基准）是由供应商造成的和/或应由供应商负责，则供应商有义务响应我方支付赔偿金的要求，或免除我方对第三方的所有索赔责任，由供应商自身来对第三方承担责任。在发生双方共同原因或共同过失的情况下，供应商可就共同过失或共同原因向我方提出索赔。我方和供应商应承担的赔偿金额应基于双方各自过失和/或原因的比例而定。

(2) The duties of the supplier under (1) shall also cover the costs that we have incurred through seeking legal reliefs, or otherwise in connection with the defense of product liability claims. If we are subject to special burden of proof rules in relation to the injured party, those burden of proof rules shall also apply under the relationship between JUNKER and the supplier, provided the circumstances to be proven do not fall within our sphere of responsibility.

供应商在第(1)项下的义务还应包括我方因寻求法律救济或与产品责任索赔辩护相关的其他费用。若我方受到与受害方有关的举证责任的约束，此类举证责任规定同样适用于勇克与供应商之间的关系，前提是该情况被证明不在我方责任范围。

(3) In product liability cases according to (1), the supplier shall provide us with all necessary information and every support, to the extent that it can reasonably be expected to do so.

在第(1)项规定的产品责任案例中，供应商应在合理预期范围内向我方提供所有必要的信息和一切支持。

(4) If a recall campaign or an owner notification program is required in order to comply with a statute, an ordinance, an order or another government requirement, or as a safety measure in order to avoid personal injuries or death or property damage, or, in the case of other field or service campaigns, the costs, including, inter alia, work, transport and verifiability costs, and loss shall be apportioned on the basis of the contributory negligence attributable to us / the supplier. Where it is possible and reasonable to do so, we will notify the supplier of the content and scope of the recall campaigns or other field or service campaigns to be conducted, and will give the supplier the opportunity to comment thereon and assistance. This shall not affect any other statutory claims.

如果应法规、法令、命令及其他政府要求，或为了避免人身伤亡或财产损失采取安全措施，而需要进行召回或所有者告知程序，或在其他现场或服务活动的情况下，费用（尤其包括工作、运输和验证费用以及损失）应根据我方/供应商的过错比例进行分摊。在可行且合理的情况下，我方会将召回行动或其他现场和服务活动的内容与范围告知供应商，并给予供应商就此发表评论和提供协助的机会。此举将不影响任何其他法定索赔。

**Clause 18 Insurance**  
**第十八条 保险**

(1) The supplier shall be obliged to contract and maintain a comprehensive operational, product and environmental liability policy (including extended product liability, which shall also cover the recall risk) with a reputable insurance company, with a minimum cover amount of RMB\_\_5\_\_ million per loss, for personal, property and financial losses. If the policy provides for a maximum indemnity for all claims within an insurance year, this must be at least twice the amounts of cover available per loss. Such a policy must also cover companies affiliated with the supplier,

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if they are involved in sub-supplies or a service that comes under these Terms and Conditions. The scope and amount of the insurance cover shall not affect the contractual and statutory liability of the supplier.

供应商应与信誉良好的保险公司签订合同并保持全面的运营、产品和环境责任保单（包括延伸产品责任，其中也应包括召回风险），且对于人身、财产和经济损失的每次损失的最低保险金额为人民币\_五百万\_元。保单规定的每一保险年度内所有索赔的最大赔偿额须至少为每次损失的承保额的两倍。如果子供应商涉及本条款下的分包或服务，则此类保单也须同样适用。保险的范围和金额不影响供应商的合同责任和法定责任。

(2) At our request, it must provide immediately evidence of such a policy and of payment of the premiums. If the supplier is not in a position to provide evidence of the insurance policies within two weeks, we shall be entitled to contract such a policy at the supplier's expense.

在我方要求时，供应商应立即提供此类保单和保险费用的支付证明。如果供应商无法在两周内提供相关保险单据，我方将有权在供应商承担费用的情况下签订此类保险单。

**Clause 19 Proprietary rights**  
**第十九条 所有权**

(1) The supplier shall ensure and be answerable for the fact that neither we nor our customers infringe any intellectual proprietary rights of third parties, in particular any rights to trade marks, company names, patents, utility patents, registered designs, trade dress, designs or copyright of third parties (including the associated proprietary rights applications) ("proprietary rights") in the supplier's country of origin, and within the Federal Republic of Germany, the European Union, the USA, Canada, Mexico, Brazil, Argentina and also China, Korea, Japan, India, Russia and Turkey. If the supplier culpably breaches this duty, it shall release us and our customers, in response to our first request to do so, from any claims by third parties arising out of such actual or alleged infringements of proprietary rights, and shall bear all losses and costs incurred by us in that context, in particular prosecution and defense costs, and costs resulting from the observance of a possible duty to cease and desist.

供应商应确保并对我方和我方客户均未侵犯任何第三方的知识产权这一事实负责，特别是在供应商原籍国以及德意志联邦共和国、欧盟、美国、加拿大、墨西哥、巴西、阿根廷以及中国、韩国、日本、印度、俄罗斯和土耳其的商标、公司名称、专利、实用新型、外观设计、商业外观、设计或第三方版权（包括相关专有权利申请）的任何权利（“专有权利”）。如果供应商严重违反了本义务，则应响应我方的首次请求，免除我方及我方客户因此类实际或被指控侵犯专有权利而引起的任何第三方索赔，并应承担我方在该情况下产生的所有损失和费用，特别是起诉和辩护费用，以及因遵守可能的停止和终止义务而产生的费用。

(2) Subsection (1) shall not apply if the delivery item has been manufactured on the basis of drawings, models or other detailed information from us, and the supplier was neither aware nor should have been aware that the proprietary rights of third parties were infringed as a result.

如果交付产品是完全依据我方提供的图纸、模具或其他详细信息制造的，且供应商不应也无法得知第三方的专有权利受到侵犯，则上述第(1)项不适用。

(3) The parties shall be obliged to immediately notify one another of infringement risks and alleged infringements that come to their knowledge, and shall defend related infringement claims by mutual agreement, insofar as can be reasonably expected.

双方均有义务立即将其知晓的侵权风险和涉嫌侵权的行为通知对方，并在合理预期的范围内，通过相互协议为相关侵权索赔辩护。

**Clause 20 Force majeure**  
**第二十条 不可抗力**

(1) If we lose our interest in the deliveries or services in the event of occurrences of force majeure (such as natural disasters, war, uprising, acts of God, energy shortages and strikes), for example because we cannot use the deliveries or services as a result of damage to our production installations, we may in that case elect either to withdraw entirely or partially from the contract or else to request the deliveries or services at a later date, with respect to those deliveries or services that have not yet been delivered to us or performed, without assumption of legal liabilities by us.

如果我方因不可抗力事件（例如自然灾害、战争、暴动、天灾、能源短缺和罢工）而对交货或服务失去需求，比如我方因生产设备受损而无法使用交付的产品或服务，对于尚未交付给我方的货物或尚未提供给我方的服务，我方可以选择完全或部分撤销合同，或请求延迟交货或服务日期，且我方无需承担法律责任。



**General Terms and Conditions of Purchase of all Chinese companies of the JUNKER Group,  
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**适用于勇克集团所有中国公司，特别是埃尔温勇克机械（上海）有限公司（“勇克”）的通用采购条款**  
**05/2020**

(2) The supplier shall inform us in writing immediately about any impending or existing delivery problems that come to its knowledge, and shall provide all possible and necessary information and take all action to nevertheless comply with its obligations as fully as possible.

供应商应立即将其所知的任何即将发生或存在的交货问题书面通知我方，并提供所有可能和必要的信息，采取一切行动以尽可能充分地履行其义务。

(3) If we are prevented from taking and/or accepting the delivery or service as a result of instances of force majeure, this shall not give rise to default in taking delivery or debtor's default, and we may also elect either to withdraw entirely or partially from the contract or else to request the deliveries or services at a later date.

若我方因不可抗力而无法接收和/或接受交货或服务，该情况不构成接货或债务人的违约，且我方可以选择完全或部分撤销合同，或请求延期交货或服务。

**Clause 21 Reservation of title, means of production, supplies**

**第二十一条 保留所有权，生产资料和供应**

(1) We accept no title reservations in the deliveries by the supplier. Irrespective of the reservation of title, we shall be entitled to use, further process and sell the products and also to connect and combine it with other products.

我方不接受供应商对货物的所有权保留。无论所有权如何保留，我们都拥有使用、进一步加工和销售产品，并将其与其他产品连接和组合。

(2) The supplier undertakes to use parts or material that we supply exclusively to perform our orders. It must identify our parts or material as such, and must store and administer it separately.

供应商承诺我方提供的零部件或材料专用于执行我方订单。须对我方提供的零部件或材料进行标识，并单独存储与管理。

(3) If our parts or material supplies are processed or remodeled, we shall acquire sole ownership of the new item. In this case, processing and remodeling shall take place on our behalf. Transfer of possession shall be replaced by an arrangement under which the supplier shall hold the product in safe custody for us with the due care of a prudent businessman.

如果我方提供的零部件或材料被加工或改造，我方将获得新产品的独家所有权。在这种情况下，加工和改造应以我方名义进行。所有权的转移应由以下安排所取代，供应商应安排一名谨慎的合作商为我方妥善安全地保管产品。

(4) If we supply parts or material (including software, finished and semi-finished products) to the supplier, we reserve title thereto. Processing or remodeling by the supplier shall take place on our behalf. If our reserved product is processed with items not belonging to us, we shall acquire joint title to the new item in the proportion of the value of our item (purchase price plus value added tax) to the other items processed at the time of processing.

由我方向供应商提供零部件或材料（包括软件、成品和半成品）时，我方保留所有权。供应商应代表我方进行加工或改造。如果我方保留所有权的物品与不属于我方的物品一起加工，我方将按加工时我方物品的价值（购买价格加上增值税）与其他物品价值的比例获得新物品的共同所有权。

(5) If the parts or material supplied by us are inseparably mixed or combined with items not belonging to us, we shall acquire joint title to the new item in the proportion of the value of the item subject to reservation of title (purchase price plus value added tax) to the other items mixed or combined at the time of combination or connection. If the combination or connection takes place in such a way that the supplier's item is to be considered the primary item, then it shall be deemed to be agreed that the supplier shall transfer joint ownership to us on a pro rata basis; the supplier shall hold the item in safe custody on our behalf under our sole ownership or under joint ownership.

如果我方提供的零部件或材料与不属于我方的物品紧密地混合或合并在一起，我方将按照混合或者合并时我方保留所有权的物品的价值（购买价格加上增值税）与混合或合并的其他物品价值的比例取得新产品的共同所有权。若在混合或者合并的过程中供应商的物品被视作主要物品，则应视为订约供应商默认同意按比例将共同所有权转让给我方；供应商应代表我方以我方单独所有权或共同所有权的方式安全保管该物品。

(6) The supplier shall be liable, with respect to the parts or material supplied by us and the items manufactured using such parts or material, for any damage, loss, theft, spoilage, destruction and rejection that occurs without fault.

对于我方提供的零部件或材料以及使用这些零部件或材料制造的物品的任何无过错的损害、损失、被盗、损坏、销毁和报废，供应商均应承担责任。

**General Terms and Conditions of Purchase of all Chinese companies of the JUNKER Group, especially of Erwin Junker Machinery (Shanghai) Co., Ltd. ("JUNKER") 05/2020**  
**适用于勇克集团所有中国公司，特别是埃尔温勇克机械（上海）有限公司（“勇克”）的通用采购条款 05/2020**

(7) Tools, models and other aids that have been manufactured for completion of our order and for which the supplier charges separately, shall pass into our ownership at the time of manufacture. In the event of their damage, loss or destruction, the supplier shall be obliged to manufacture or procure replacements.

供应商为完成我方订单而制造的，且需另行收费的工具、模具和其他辅助工具，应在被制造出后归我方所有。在其损坏、丢失或销毁的情况下，供应商有义务制造或采购替代件。

(8) By way of handover of the tools, models and other aids as described under (7) above by us, the supplier shall hold them for us in safe custody free of charge. The supplier must clearly identify the aforementioned items as our property, and must draw our title to them to the attention of third parties seeking to make a claim to them. The supplier shall be obliged to look after and preserve the items referred to and to remedy normal wear and tear, and the purchase price shall cover the necessary expenditure incurred to the supplier thereby. In the event of their damage, loss or destruction, the supplier shall be obliged to manufacture or procure replacements.

当上述第(7)项所述的工具、模具及其他辅助工具由我方提供时，供应商应免费并安全妥善地为我方保管。供应商须清楚地将上述物品标识为我方财产，并提请寻求索赔的第三方注意我方对此类物品的所有权。供应商有义务对上述物品进行照看保管，并对正常磨损进行补救，且购买价格应包括由此产生的必要支出。如果发生损坏，丢失或销毁，供应商有义务制造或采购替换件。

(9) Samples, drawings, sketches, illustrations etc. that are sent by us shall remain our property; we shall retain copyright / right of use to them. They may not be copied or duplicated without our prior written consent. The documents must be returned to us with the quotation or order confirmation.

由我方寄送的样品、图纸、草图、图示等的所有权应归我方所有；我方将保留它们的版权/使用权。未经我方事先书面同意，不得复印或复制。文件必须与报价或订单确认一同退还给我方。

#### **Clause 22 Supply of spare parts**

##### **第二十二条 备件供应**

The supplier undertakes to warrant the supply of spare parts for the envisaged lifetime of the end products for which the products are to be used. The minimum term shall be 15 years after the end of (series) manufacture of the products. The supplier shall give us the opportunity, in good time prior to the end of the minimum term, to make a final order to cover long-term requirements.

供应商承诺保证在预期的最终产品使用寿命期限内提供备件。最低期限为产品（系列）生产结束后的 15 年。供应商应在最低期限结束前及时给予我方机会，以制定满足长期需求的最终订单。

#### **Clause 23 Execution of work at JUNKER's premises**

##### **第二十三条 在勇克经营场所的施工**

Persons who are executing work in fulfillment of the contract on our factory site must observe the provisions of the associated site rules; the provisions relating to accessing and leaving the factory facilities must be adhered to. We accept no liability for accidents suffered by such persons on the factory site, provided we have not caused such accidents intentionally or through gross negligence.

在我方工厂现场执行合同工作的人员必须遵守相关的场地规则以及进出工厂设施的规定。此类施工人员若在工厂现场遭遇事故，且该事故并非因我方故意或重大疏忽而造成，则我方将不承担任何责任。

#### **Clause 24 Non-disclosure**

##### **第二十四条 保密**

(1) The supplier undertakes to treat as confidential all confidential information that it receives from the other contracting partner directly or indirectly, and not to use it for purposes other than for execution of the contract in question. All orders and related commercial and technical details must be treated as confidential information. In particular, all illustrations, drawings, calculations, quality guidelines, samples and similar items must be kept secret. Confidential information may only be duplicated and passed on to the extent required for execution of the contract in question. It may only be disclosed to third parties subject to our prior written approval.

供应商承诺将其从合同伙伴处直接或间接收到的所有保密信息视为机密，且不得将其用于合同执行以外的目的。所有订单及相关的商业和技术细节都必须被视为机密信息。特别是，所有的图示、图纸、测算、质量准则、样品和类

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**适用于勇克集团所有中国公司，特别是埃尔温勇克机械（上海）有限公司（“勇克”）的通用采购条款**  
**05/2020**

似的物品都应被保密。机密信息只可在合同执行所需的范围内复制和传输。未经我方事先书面批准，不可将其披露给第三方。

(2) The above obligations shall not apply to confidential information regarding which the supplier is able to prove that (i) it was already in the public domain at the time of its notification, or entered the public domain thereafter through no fault of the supplier; (ii) it was already in its possession at the time of the notification; (iii) it was made accessible to it by a third party without any obligation not to disclose or use it, provided the third parties in question did not obtain the information directly or indirectly from the supplier; (iv) it must be notified to authorities under statutory provisions.

上述义务不适用于供应商能够证明的以下机密信息：(i) 在发出通知时，该信息已经处于公共领域，或者其后因非供应商过错而传入公共领域；(ii) 在发出通知时已经有人拥有该信息；(iii) 如果第三方未直接或间接地从供应商处获得该信息，则第三方有权访问它，且无义务不透露或不使用该信息；(iv) 根据法律规定必须将该信息告知有关当局。

(3) The supplier undertakes to require its employees and vicarious agents who are affected by this non-disclosure obligation, and also its subsidiary suppliers, to observe the same degree of non-disclosure. The supplier may use the confidential information it obtains from us exclusively in accordance with the regulations.

供应商承诺要求其受此保密义务影响的员工，代理及其子供应商均遵守同等程度的保密义务。供应商可以按照本规定独家使用从我方获得的保密信息。

(4) The non-disclosure obligation shall continue to apply for a period of 10 years after the end of the supplier relationship. The supplier undertakes to return to us all confidential information it has received, either in physical form or on electronic storage media, after the supplier relationship ends. The supplier must confirm in writing, at our request, that it has fulfilled all the obligations set out in the last two sentences.

在供应商关系结束后的 10 年内，保密义务仍应继续适用。供应商承诺，在供应商关系结束后，将其收到的所有机密信息以实物形式或电子媒体存储形式返还给我方。应我方要求，供应商必须以书面形式确认其已履行了前两条中规定的所有义务。

#### **Clause 25 Use for advertising purposes**

##### **第二十五条 用于广告宣传目的**

The supplier shall not be entitled, without our prior written approval, to provide third parties with information about machines manufactured for us or for our customers. In particular, the supplier shall not be entitled to exhibit machines for its own advertising purposes, or to produce photographs, drawings, technical data etc. of those machines known to third parties in order to advertise for its own account. Even advertising using the business relationship with ourselves shall require our prior written approval.

未经我方事先书面批准，供应商无权向第三方提供为我方或我方客户制造的机器的信息。尤其是，供应商无权出于为自身广告宣传目的展示机器，或为自身广告宣传的目的制作第三方所知的产品照片、图纸、技术资料等。即使是利用双方间的业务关系进行广告宣传，也需得到我方事先书面批准。

#### **Clause 26 Social responsibility, free competition and security of the supplier chain**

##### **第二十六条 社会责任、自由竞争和供应链安全**

###### **(1) Social responsibility/ 社会责任**

We consider it extremely important that entrepreneurial activities should also take account of our social responsibility towards our own employees and society. This applies with respect to both ourselves and our suppliers. Both we and the supplier must observe the guidelines of the UN Global Compact Initiative ([www.unglobalcompact.org](http://www.unglobalcompact.org)). The following principles are of particular importance:

我方认为对自己雇员和社会责任的重视在企业活动中是极其重要的。这同样适用于我方自身以及我方的供应商。本合同缔约双方都必须遵守《联合国全球契约倡议》([www.unglobalcompact.org](http://www.unglobalcompact.org))的指导方针。下列原则尤为重要：

- respect of human dignity and human rights;  
尊重人的尊严和权利；
- prohibition of child labor and forced labor;  
禁止童工和强迫劳动；
- achievement of equal opportunities and a family-friendly environment;  
实现机会平等和家庭友好的环境；
- no discrimination on grounds of religion, ethnic origin, nationality, age, sexual orientation, political views, membership of a trade union or similar organization, gender;

**General Terms and Conditions of Purchase of all Chinese companies of the JUNKER Group, especially of Erwin Junker Machinery (Shanghai) Co., Ltd. ("JUNKER") 05/2020**  
**适用于勇克集团所有中国公司，特别是埃尔温勇克机械（上海）有限公司（“勇克”）的通用采购条款**  
**05/2020**

- 不因宗教、种族、国籍、年龄、性取向、政治观点、工会或类似组织成员身份、性别而受到歧视；
- protection of indigenous rights;  
保护土著权利；
  - prohibition of bribery, corruption and extortion;  
禁止贿赂、腐败和敲诈勒索；
  - observance of socially appropriate working conditions;  
遵守社会认可合理的工作条件；
  - protection against any arbitrary personnel-related measures;  
防止任何与个人相关的任意措施；
  - positive and negative freedom of association;  
积极和消极的结社自由；
  - ensuring employability through initial and ongoing training;  
通过初步和持续的培训确保就业能力；
  - environmentally responsible action on the part of all employees;  
培养所有员工对环境保护的责任意识；
  - observance of health and safety at work requirements;  
遵守工作中的健康与安全要求；
  - observance of all laws and regulations in force.  
遵守所有现行的法律法规。

The supplier must endeavor to ensure that all subcontractors contractually undertake to observe the provisions set out in this subsection (1).

供应商必须尽力确保所有分包商在合约上承诺遵守本项中规定的条文。

(2) Free competition/ 自由竞争

The supplier undertakes to eliminate agreements containing concerted practices, the objective of which is to cause or bring about the prevention, limitation or distortion of competition or, in the event of a risk of repetition, to refrain from concluding such agreements. In the event of an intentional or negligent breach by the supplier, which affects our interests and/or those of our customers, the supplier shall be obliged to pay compensation for any loss suffered as a result.

供应商承诺消除或在有重复风险时避免缔结包含协同行为的协议，此类协议将造成或导致阻止、限制或不正当竞争。如果供应商故意或过失违约，影响到我方和/或我方客户的利益，供应商有义务赔偿由此造成的任何损失。

(3) Code of Conduct for Suppliers/ 供应商行为准则

The supplier shall also be obliged to observe the JUNKER Code of Conduct for Suppliers as amended from time to time. The JUNKER Code of Conduct for Suppliers can be downloaded on our website ([www.junker-group.de](http://www.junker-group.de)). 供应商还应遵守不断更新的《勇克供应商行为准则》，可在我方官网（[www.junker-group.de](http://www.junker-group.de)）上自行下载。

**Clause 27 Place of performance, place of jurisdiction, governing law, severability clause**

**第二十七条 履行地点，管辖地，适用法律，可分割性条款**

(1) The place of performance for all the supplies and services of both parties shall be the place of destination stated by us, even if we agree to pay transportation costs or the costs of insurance of the product. In any event, the supplier shall bear the dispatch risk up to the point of delivery to the factory at which we take receipt of the products and services.

即使我方同意支付运输费用或产品的保险费用，双方的所有供应和服务的履行地点也应是我方指定的目的地。在任何情况下，供应商应承担直至我方在工厂收到产品和服务时的发货风险。

(2) The governing law shall be exclusively laws of P.R. China, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and the provisions of international private law.

适用法律为中华人民共和国法律，不包括《联合国国际货物销售合同公约》和国际私法规定。

Any dispute arising out of or in connection with the contract with the supplier, which cannot be resolved amicably by the Parties within thirty days after such dispute has arisen, shall be finally submitted for arbitration to Shanghai International Economy and Trade Arbitration Commission ("SHIAC") acting on the basis of its valid Rules of Arbitration. The arbitration shall be held in Shanghai. The arbitration shall be conducted in Chinese language. The arbitration tribunal shall consist of three arbitrators. Each Party shall appoint one arbitrator. The third arbitrator, who is to act as chairman, shall be appointed jointly by the arbitrators appointed by both Parties respectively based on their agreement.



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**05/2020**

因本合同而与供应商产生的或与之相关的任何争议，在争议产生后三十天内，双方仍无法通过友好协商解决的，应最终提交上海国际经济贸易仲裁委员会（“SHIAC”），依据其有效的仲裁规则进行仲裁。仲裁应在上海以中文进行。仲裁庭应由三名仲裁员组成。每一当事方各自指定一名仲裁员。第三名仲裁员应由双方根据协议分别指定的仲裁员共同选定，担任主席。

(3) If individual provisions of these Terms and Conditions or of the associated contract between the parties should be or become invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace invalid provisions with new provisions, which comply with the rules included in the invalid provisions in a legally admissible manner. The same shall apply to any loopholes in the rules. The parties undertake to fill such a loophole in a manner that reflects as closely as possible what the parties would have determined, based on the spirit and purpose of the contract, had they given consideration to the point in question.

如果本条款或双方间的关联合同中的个别条款应为或变为无效，不影响其余条款的效力。双方承诺以新的规定取代无效的规定，新规定应以法律认可的方式遵守无效规定中所涉及的规则。这同样适用于规则中的任何漏洞。双方承诺将基于本合同的理念和目的，综合考虑双方立场，尽可能全面地填补漏洞。