

TGW General Terms and Conditions Of Purchase

特格威通用采购条款和条件

Version 11/2017
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1. Area of Application 适用范围

- 1.1. For all - also future - inquiries, orders, purchases as well as other legal transactions and services of the TGW Logistics Equipment Production (Changzhou) Co., Ltd. (hereinafter referred to as "TGW"), the following TGW General Terms and Conditions of Purchase shall be applicable. The supplier shall expressly acknowledge that TGW already now objects to all deviating regulations in a confirmation of order or in any other commercial document of the supplier. Deviating terms and conditions of the supplier and agreements which deviate from the present Terms and Conditions of Purchase shall only become valid upon express written agreement. Acceptance of deliveries and services or their payment does not constitute consent to the supplier's general terms and conditions.

对于特格威物流设备制造（常州）有限公司（以下简称为“特格威”）的全部以及将来会发生的询价、订单、采购以及其他合法交易和服务，应当适用以下特格威的通用采购条款和条件。供应商应当明确承认特格威拒绝供应商订单确认函或任何其他商务文件中的全部偏离此通用采购条款和条件的约定。除非达成明确的书面协议，否则供应商与当前采购条款和条件有偏差的任何条款、条件和协议均无效。接受交货和服务以及相关付款并不构成对供应商通用条款和条件的同意。

- 1.2. The present Terms and Conditions of Purchase shall be applicable as framework agreements also for any further legal transactions with the supplier. In case an e-commerce agreement exists, these General Terms and Conditions of Purchase shall be supplemental to the e-commerce agreement.

当前的采购条款和条件应当作为框架性协议适用于与供应商有关的任何进一步合法交易。如果存在一份电子商务协议，则上述通用采购条款和条件应当作为电子商务协议的补充协议。

- 1.3. In the event of conflicts among the contractual basis, the following order shall apply:
如果与合同基础发生冲突，则应当遵循下列优先顺序：

- a) special agreements (e.g. delivery contract, quality assurance agreement, etc.), provided that they were acknowledged by TGW in writing

特殊约定（例如：交货合同、质量保证协议等），但前提条件是特格威已经对上述内容进行了书面确认。

- b) the present TGW Terms and Conditions of Purchase

当前特格威的采购条款和条件。

- c) non-mandatory provisions of commercial and civil law

商法和民法中的非强制性规定。

2. Quote, purchase order, contract 报价、采购订单和合同

- 2.1. Quote: The supplier shall exactly adhere in his quote to the details specified in our tender/enquiry in terms of quantity and condition of the goods to be delivered and notify us in writing of possible deviations beforehand. If the supplier

fails to provide this written notification, he will not be entitled to claim a higher payment in case of such deviations. The supplier will immediately check invitations to tender and our purchase orders for apparent errors, ambiguities, incompleteness as well as inappropriateness of the specification chosen by us for the intended use, and point it out to us. All quotes made by the supplier or their preparation shall be on a binding basis and free of charge. Compensation for visits and other pre-contractual services shall not be granted, unless a compensation has been agreed in writing or is legally required.

报价：供应商在其报价中应当严格遵守我方招标文件/询价文件中所规定的有关待交付货物的数量和状态方面的详细约定，并且应当就可能的偏差事先以书面形式通知我们。如果供应商未能提供该书面通知，则在发生上述偏差的情况下，供应商将无权索要更高的付款金额。供应商应当立即根据招标文件或我方的采购订单检查是否有明显的错误、争议或缺情况，以及我方根据预期的用途所选用的不当规格，并向我们指出所发现的问题。供应商编制的所有报价均应当具有约束力且应当免费提供。对于参观访问和其他签订合同前的服务所申请的补偿应当不予考虑，除非该补偿已经以书面形式达成一致或者该补偿是法律所要求的。

- 2.2. Purchase order, contract: Only written orders (also including orders via fax and e-mail) or orders effected via the "myTGW" system shall be valid. Agreements made by word of mouth or telephone require written confirmation to be binding for TGW. Deviations from the purchase order in the supplier's confirmation of the order shall not take any effect.

采购订单、合同：只有书面订单（也包括通过传真和电子邮件发出的订单）或通过“myTGW”系统发出的订单才有效。以口头或电话形式达成的协议要求有特格威的书面确认，才对特格威有约束力。供应商订单确认函中对采购订单的任何偏差均不生效。

Our purchase order shall be binding for two weeks.

我方采购订单有效期为两周。如果承包商在两周内未能确认，该采购订单失效。

- 2.3. TGW may request reasonable changes in construction and design of the delivery item. The effects regarding possible cost additions or reductions will have to be adequately and mutually settled.

特格威可以要求对交付物的施工和设计进行合理变更。因此而可能引发的成本增减问题应当通过相互之间充分的协商加以解决。

- 2.4. Delivery schedules based on a framework order or delivery planning shall become binding, if the supplier fails to reject to them within two workdays following their receipt, unless otherwise regulated in the e-commerce agreement.

如果供应商在收到框架订单或交货计划后两个工作日之内没有提出反对意见，则根据框架订单或交货计划制定的的交货时间表应当具有约束力，除非在电子商务协议中另有约定。

3. Prices 价格

- 3.1. The agreed prices shall be understood as including packaging, customs, insurance and other transportation or

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shipping expenses including the costs of a transport permit. The prices are fixed prices which may not be increased for any reason whatsoever.

约定的价格应当视为包含包装、海关关税、保险和其他运输或装运费用（包括运输许可证的费用）。价格是固定价格，且不得以任何理由增加价格。

- 3.2. Time for payment shall be 45 days following receipt of the payment notice . The payment notice shall be payable within 14 days after full delivery of goods and receipt of the payment notice with a 3% discount, or within 45 days net without discount.

支付期限为收到付款通知后的45天。款项如果是在在全部交货和收到付款通知后的14天之内进行支付，可享受折扣3%；如果是在15天至45天之内进行支付的，则应当支付全额，不享受折扣。

4. Invoicing and payment 发票开具和付款

- 4.1. Invoices shall be compliant with the legal requirements, in particular with respect to the Value Added Tax Act, and any special agreements that have been made separately; they must not be added to the delivery and have to be sent to TGW immediately after the goods have been shipped. Invoices shall in any case contain the complete order number and the order/contract date. The supplier shall be liable for any additional or consequential costs caused by incorrect or incomplete invoicing.

发票必须符合法律的要求，特别是有关增值税的法律，以及任何已经单独达成的特殊协议。不得将发票夹带在交付物中，必须在货物已经发运之后立即将发票交给特格威。在任何情况下，发票均应当包含完整的订单号以及订单/合同日期。供应商应当对因出具不正确或不完整的发票而引发的任何额外或间接费用承担责任。

- 4.2. The terms of payment commence with the date of receipt of the invoice. Payment does not constitute a recognition of the correctness of the delivery nor a waiving of claims of any kind whatsoever. The supplier shall not be permitted to assign claims made against TGW to third parties, unless TGW consents to the assignment in writing.

付款期限从收到发票之日开始计算。支付并不构成对交付物正确性的认可或对放弃索赔。供应商不得将针对特格威的索赔请求转给第三方，除非特格威书面同意转让。

- 4.3. If the supplier fails to perform a delivery or service as provided in the contract, TGW will be entitled to retain the corresponding payment until it has been performed according to contract. TGW shall be entitled to set off due payments against counter claims from the respective business case and from other business cases of TGW.

如果供应商未能按照合同中的约定完成交货或服务，特格威将有权扣留相应的付款直至按照合同完成上述交付或服务。特格威应当有权从相关交易或者其他相关交易的反索赔请求中抵消到期的支付款项。

5. Delivery, delivery period and terms of delivery 交货、交货期和交货期限

- 5.1. Any delivery shall be made in accordance with Incoterms® 2010: DDP the place designated by TGW Logistics Equipment Production (Changzhou) Co. Ltd, Plant No 3, No 377 South Wuyi Road, 213100 Changzhou, Wujin District, PR China, unless a different concrete place of destination is specified in the tender/on the order form.

任何交货均应当按照 Incoterms® 2010: DDP 交付特格威物流设备制造（常州）有限公司（地址：中国常州武进区五一路南 377 号 3 号厂房，邮编：213100），除非在投标或订单中指定不同交付地址。

- 5.2. The delivery has to be made at the time and in the quantities defined in the contract or in the purchase order, the agreed delivery and service deadlines shall be binding. The receipt of the goods at the specified receiving office or point of use or the timeliness of successful acceptance shall be decisive for the compliance with the date of delivery or the term of delivery. The acceptance of delayed deliveries shall always be made under the reservation of any possible claims. Deadline shifts on the part of TGW shall be free of charge. Furthermore, TGW shall be entitled to interrupt the respective contractual relationship at its sole discretion at any time and without giving reasons; the dates and deadlines shall in such a case be adapted accordingly. The supplier will take any necessary measures which enable resumption of work as fast as possible after it has been released again by TGW. In such a case, the supplier will immediately notify TGW of the corresponding consequences and the resulting direct costs actually incurred by them. The additional direct costs resulting from the suspension will have to be proven by the supplier and be borne by TGW. Claims extending beyond that, on whatever legal ground, shall be excluded.

货物交付应当按照合同中或采购订单中所约定的时间和数量来进行，并且应当遵守约定的交货和服务截至期限。遵守交货日期或交货期限的约定也意味着要求把货物及时运至指定的收货地点、或者使用地点，并且货物被成功的接受。即使特格威接收了迟延交付的货物，特格威仍然保留任何可能的索赔权利。供应商对由于特格威的原因而导致的截至日期的变更不应当收取费用。此外，特格威应当有权自行决定在什么时候且无任何理由中止相关合同执行；在此情况下，应当对日期和截至日期进行相应的调整。在特格威要求供应商重新开始执行合同之后，供应商应当采取所有必要的措施尽快重新开始工作。在此情况下，供应商应当就其所遭受的影响和所导致的直接成本立即通知特格威。因停工所造成的额外直接成本应当由供应商提供证明，并由特格威来承担。超出此范围的索赔，无论基于任何法律规定，均应当排除在外。

- 5.3. The supplier shall be obliged to immediately inform TGW in writing, as soon as a delivery might be delayed. In the event of a delayed delivery, TGW shall be entitled to deduct a contractual penalty to the amount of 0.5 % per day, but limited to 10%, of the contract value. Furthermore, TGW shall reserve the right to withdraw from the contract without setting a period of grace in case of the supplier's delay; no rights shall arise for the supplier against TGW from this. TGW shall be entitled to this right of withdrawal as of the 5th day of delay. Other claims for compensation of all damages caused by the delayed delivery and adverse effects of whatsoever kind that go beyond the contractual penalty shall remain unaffected.

一旦交货可能发生延误，供应商应当立即以书面形式通知特格威。如果发生迟延交货，特格威应当有权按照合同金额 0.5%/天的标准来扣除合同违约金，但该扣除应当限制在合同

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金额的 10%之内。此外，如果因供应商的原因而迟延，特格威应当有权撤销合同且无需设定宽限期；供应商因此也不得向特格威提出任何权利主张。特格威应当有权在发生迟延的第 5 天撤销合同。特格威仍然享有因迟延交货所导致的所有其他损害赔偿以及超出合同违约金部分的其他不利影响的索赔权利。

Reservation of contractual penalty already at the moment of acceptance is not necessary, it may rather be claimed until the final payment is made, in particular the penalty may be deducted from the final invoice. Contractual penalties for intermediate deadlines may be deducted from partial payments.

在收货时无需预留合同违约金，可以在最终付款之后进行索赔；特别是违约金可以从最终发票中扣除。中期截止日期的合同违约金可以从分批付款中扣除。

- 5.4. The supplier shall only be entitled to plead absence of necessary documents to be provided by TGW, if he demanded their submittal in writing and did not receive them within a reasonable period of time; in such a case, the supplier shall not be liable for any delay cause by TGW's failure to submit the required documents. The burden of proof thereof shall rest with the supplier.

如果供应商以书面形式要求特格威提供必要的文件且在合理期限内未收到上述资料，则供应商仅有权请求特格威提供缺少的必要文件；在此情况下，由于特格威未提供供应商所要求的文件，则供应商对由此造成的延迟交付可免于承担责任。这部分举证责任应当由供应商来承担。

- 5.5. TGW shall have the right to use the software belonging to the scope of supply of the product, including its documentation, to the legally permitted extent. Furthermore, TGW shall have the right to use such software - including documentation - with the agreed performance characteristics and to the extent required to use the product according to contract. The creation of a back-up copy shall be permitted also without express consent. The same shall apply for the use of industrial property rights existing in connection with the product.

在法律允许的范围之内，特格威应当有权使用属于产品供货范围内的软件产品，包括相关的文档。另外，特格威应当有权按照合同中所约定的性能特性和程度来使用这样的软件，包括相关的文档。并且特格威无需经过供应商的明确同意可以创建备份副本。前述规则也同样适用于存在于上述产品中的工业知识产权的使用。

- 5.6. Force majeure and industrial conflicts shall exempt the contracting parties from the duties to indemnify for the duration of interruption and to the extent of its effect. The contracting parties shall be obliged to immediately provide the required information as far as reasonable, and to adapt their duties to the changed circumstances in good faith. In case a circumstance extends over a period of more than two months, and the parties are not able to reach a mutual solution, both parties shall have the right to withdraw from the contract in full or in part. Such events of force majeure shall exclusively include: war, insurrection, natural disaster, fire, official strike.

因不可抗力及劳资纠纷而导致的合同中止执行的期间以及对合同所造成的影响，合同缔约方均不承担责任。缔约方应当有义务立即提供合理要求的信息，并且应当本着诚信的原则按照情势变更调整合同义务。如果发生上述情况的时间超过两个月，并且双方无法达成一致的解决方案，则双方有权全部或部分撤销合同。以上所提及的不可抗力情况明确包括：战争、暴动、自然灾害、火灾和正式罢工。

6. Shipping 装运

- 6.1. Every shipment must include a TGW identification card and a delivery note. The supplier shall be liable for any damage, expenses, demurrage etc. arising from the non-compliance with this provision. The delivery will not be accepted without the corresponding shipping documents, but deferred at the supplier's cost and risk. Shipments have to be packed properly for the means of transportation used, in particular observing TGW's shipping instructions. If the supplier fails to observe these instructions, he shall bear all related costs.

每单装载的货物必须包含一张特格威识别卡和一份交货单。因违反此规定而导致的任何违约金、开支和滞期费等均应由供应商承担。无相应货运单据的交货不予接受，且发生延期的花费和风险应由供应商承担。每单货物必须依照所采用的运输方式进行适当地包装，尤其应遵守特格威的装运说明。如果供应商未能遵守这些说明，其应当承担所有相关的费用。

- 6.2. Partial deliveries shall only be permitted upon prior written consent, otherwise TGW may refuse their acceptance. In any case, partial deliveries shall not be deemed as independent transactions and must be identified as such indicating the total quantity and the quantity of the respective partial delivery.

分批交货应事先征得书面同意，否则，特格威有权拒收货物。在任何情况下，分批交货都不应被认为是独立的交易，且必须标明总的数量以及每次分批交货的数量。

7. Contract documentation 合同文档

- 7.1. The supplier must not use any of the specifications, drawings and other technical documents, which have been provided by TGW to the supplier for the production of the delivery item or which the supplier has produced according to TGW's special specifications, for any purpose other than the production according to the respective order, nor copy them or make them available to third parties. The above-mentioned documents shall remain the exclusive property of TGW and on request are to be returned to TGW together with any extracts or copies made, or, as far as this is not practicable, to be destroyed. The processing of materials and the assembly of parts shall be effected for TGW. TGW shall become co-proprietor of the products manufactured by using materials and parts, stored by the supplier in this respect for us, at the ratio of the value of the supplies to the value of the total product. If the supplier does not, for whatever reason, get to deliver the goods, he will have to immediately return all documents to TGW without being asked to do so, or, as far as this is not practicable, to destroy them. The orders and all work relating to them shall be regarded as business secrets and are to be treated with confidentiality. The supplier shall be liable for all damages caused to TGW arising from an infringement of one of these

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obligations.

供应商不得出于相关订单中所涉及的生产范围之外的目的来使用和拷贝特格威向供应商提供的用于生产所交付的产品的任何技术规格、图纸以及其它技术文档，亦或是将它们提供给第三方。以上所提及的文档应当视为特格威的专有财产，并且应要求连同所有相关的摘录或拷贝件一起归还给特格威，或者在以上方式无法实现的情况下，销毁这些材料。材料的处理和部件的组装应向特格威生效。对于通过采用上述材料和部件制造且存储在供应商处的产品，特格威应当按照所供产品的价值与全部产品价值比率成为共同所有人。无论供应商出于何种原因未能交付货物，无需特格威的主动要求，其必须立即向特格威归还所有文档，或者，在以上方式无法实现的情况下，销毁这些材料。订单以及与之相关的所有工作均应视为商业秘密，并且应加以保密。因违反其中任意一项义务而使特格威遭受损失，供应商均应承担相应的责任。

8. Project progress 项目进展

TGW as well as the end customer shall be free to carry out announced checks concerning the progress and quality of performance of the service under contract on the construction site or the supplier's premises as well as on the premises of companies contracted by the supplier on workdays during the normal working hours and at their own discretion.

特格威及最终用户有权自行决定，于常规工作时间内，在施工现场或供应商的场所以及与供应商有契约关系的公司的场所，自由对合同项下所要求的进度和性能质量经宣告进行检查。

9. Transfer of risk 风险的转移

Deviating from possibly used Incoterms® 2010, the risk shall be transferred upon delivery of the goods at the place of destination.

与可能采用的国际贸易术语®2010有所不同，风险应在货物交付至目的地场所时发生转移。

10. Liability 责任

The supplier and TGW shall be liable in accordance with the legal requirements; a liability for loss of profit shall however be excluded.

供应商和特格威应当依照法律要求承担责任；但是，利润损失的责任应排除在外。

11. Warranty 质保

11.1. The supplier shall warrant the complete execution free from defects and according to order or delivery schedule of the scope of supply and services, in particular the usually assumed and at best assured properties mentioned in public statements and according to sample as well as the compliance with all relevant legal and official regulations of deliveries and/or other services that are valid at the place of

destination and/or sales markets announced for TGW. The supplier shall demonstrably point all risks out to TGW which are usually related to the scope of supply and services. The supplier shall be liable in a corresponding manner for goods and components that have been delivered but not produced by him and/or for services rendered by him.

供应商应当确保完整且无瑕地履行供货义务，并且应当依照订单或供货/服务范围中的交货计划，特别是在公开声明中所提及的通常被认可的且可靠的性能，按样品供货，并且应当遵守在向特格威公布的目的地和/或销售市场中有效力的且针对所交付产品和/或服务的所有相关法律和官方管理条例。供应商应当明确地向特格威指出通常与供货和服务范围有关的所有风险。供应商应当以相应的方式，对那些已经交付但并非由其自己生产的或提供服务的产品和部件承担相应的责任。

11.2. The warranty period shall end after the warranty period of the overall system in which the supplier's goods or services are integrated, but at the earliest 36 months after acceptance of the delivery or service. Terms under tort shall not be changed thereby.

质保期应当在集成了供应商所提供的货物或服务的整个系统的质保期限到期后结束，但至少应当在交货或验收服务后36个月之内。有关侵权条款在此不得加以更改。

11.3. TGW shall be entitled at its own choice to request from the supplier to remedy the defects at his own cost and risk by correction (repair, provision of missing parts/services) and/or replacement at short notice or to claim reduction of price or to return the goods to the supplier at his costs and to demand redhibitory action, or to remedy the defects and perform not provided or defective services itself or have them corrected and performed by third parties at the supplier's cost and risk.

特格威有权自行决定要求供应商自担风险和费用，对缺陷进行补救和纠正（修理和提供缺少的零件/服务），和/或一经通知马上进行更换，或要求供应商自担费用进行减价或退货，或因货物有瑕疵而无法履行合同提出解除合同诉讼，或修复缺陷并提供尚未提供的服务或在服务有缺陷的情况下重新提供服务，或在供应商自担费用和风险的前提下由第三方来完成上述修复和纠正服务。

11.4. In the event of a claim being made against the title of warranty, the burden of proof shall rest with the supplier during the entire warranty period, to prove that a defect did not exist at the moment of handover.

如果对质保权利提出主张，则在整个质保期内，举证责任应当由供应商来承担，以证明在移交时不存在缺陷。

11.5. In case of a hidden defect the warranty period shall start to be effective at the moment the defect is identifiable objectively. For goods which are usually kept in their packaging until they are used, defects which do not become visible until the goods are retrieved from their packaging shall be considered as hidden defects.

如果发现隐藏缺陷，质保期应当从对缺陷明确地加以辨认时起开始生效。对于通常处于打包状态直至使用时才开包的货

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物，将货物从其包装中取出才可以看到的缺陷应当被认为是隐藏的缺陷。

- 11.6. In case of defects of whatsoever kind, TGW shall in any case be entitled to retain the total outstanding purchase price or works compensation until full correction of defects.

不管出现何种缺陷，特格威在任何情况均有权扣留未支付的全部采购款项或劳动报酬，直至缺陷完全纠正为止。

12. Product liability 产品责任

- 12.1. The supplier has to enclose operating instructions and warning notices written in Chinese English language in his delivery and, as far as this is possible and reasonable, attach them to the delivered goods themselves. If the delivered goods turn out to be defective after acceptance of delivery and/or TGW detects that the properties of the product do no longer conform to the state of the art of science and technology in terms of Article 61 and 62 of Contract Law of PR China, the supplier shall be obliged to take such goods back and refund the complete purchase price.

供应商应在其所交付的产品中随附中英文操作说明书和警告说明，并且若条件许可，应当将它们附在所交付的产品上。如果在交付验收之后所交付的货物出现缺陷和/或特格威经检测发现产品的性质已经不再符合《中华人民共和国合同法》第61条和第62条所规定的现有科学和技术标准，则供应商应当取回该等货物并退还全部采购款。

- 12.2. If claims are made against TGW due to its product being defective or in particular having violated any official safety regulations, or due to national or foreign product liability provisions, TGW will be entitled to demand compensation for this damage from the supplier, as far as this damage is attributable to the products he delivered. The supplier shall commit to fully exempt TGW from any resulting claims. This damage shall also include costs of replacement as well as costs of a preventive and required product recall.

如果因产品存在缺陷，特别是因违反了任何官方安全法规，或国内外产品责任方面的规定而对特格威提出索赔，且该损失是由供应商所交付的产品引起，特格威有权要求供应商对其受到的损失进行赔偿。供应商应当承诺使特格威免于因此而产生的任何索赔。该损害赔偿还应当包括更换费用以及要求的预防性产品召回的费用。

- 12.3. If claims are made against TGW due to goods delivered or services provided by the supplier, the supplier shall be obliged to immediately deliver any of the means of evidence requested by TGW at his own cost, such as in particular quality and inspection protocols, certificates and so forth.

如果对特格威的索赔是由于供应商所交付的产品或所提供的服务而引起的，则供应商应当按照特格威的要求，立即提供任何类型的证据，特别是质量和检验协议以及证书等等，费用自行承担。

- 12.4. The supplier shall be obliged to take out a corresponding standard liability insurance policy, TGW reserving the right to request the proof of a corresponding compulsory coverage from the supplier. If the supplier fails to fulfil such

a request within a period of 14 days, TGW will be entitled to withdraw from the contract and demand compensation.

供应商应当有义务投保相应的标准责任险。特格威有权要求供应商提供相关的强制性保险证据。如果供应商在14天之内未能满足此要求，特格威将有权撤销合同并要求赔偿。

13. Spare parts 备件

- 13.1. The supplier shall guarantee supplies of spare parts or compatible parts for a period of at least 10 years.

供应商应当确保至少10年内提供备件或兼容部件。

14. Third-party property rights 第三方知识产权

- 14.1. The supplier shall guarantee that the use of the delivered objects or other services under the contract does not infringe any property rights of third parties (patent, trademark or sample rights, copyrights, equipment, product names, know-how, territorial protection and rights of a similar kind, in fact even if their granting has been applied for as needed). TGW shall not be obliged to check whether there are immaterial rights on the goods or whether such rights are infringed, but shall be entitled to assume that the supplier has all the rights necessary to perform the order properly towards third parties. The supplier shall indemnify and hold TGW fully harmless of any claims of third parties in this respect.

供应商应当确保，合同项下所交付产品或服务的使用不会侵犯任何第三方的知识产权（专利、商标或样品、版权、设备、产品名称、专有技术，地区保护及类似的权利，事实上即使按要求已经申请了许可也一样）。特格威无需检查所交付的货物是否含有无形的权利或是否涉及侵权，但有权认为供应商有权针对第三方正确执行订单。为此，供应商应当就第三方因此而提起的任何索赔对特格威进行赔偿并使特格威免受任何损害。

- 14.2. Without prejudice to further rights, TGW shall in such case be entitled to refuse acceptance of the goods, to place already accepted goods at the supplier's disposal again at his own cost and to retain payment of the total purchase price until the entitlement to the claims made has been clarified.

在不损害任何进一步权利的情况下，特格威在此情况下有权拒收货物，将已经验收的货物交由供应商自担费用进行处置，并可扣留总采购款直至索赔处理完毕。

15. Withdrawal from contract 退出合同

If the supplier fails to comply with his contractual obligations in full or in part (e.g. also including delay in intermediate deadlines of the planning and manufacturing process as well as dependant ancillary services), TGW will be entitled to withdraw from the contract in full or in part after having granted a reasonable period of grace without success and independent of a possible divisibility of the service. With regard to possible periods of grace, actually granting such a period, e.g. through repeated reminders to comply with the contract by TGW, shall be sufficient. In

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particular in the case of non-fulfilment of assured properties TGW will have the right, independent of a divisibility of the services, to fully withdraw from the contract. This shall in equal measure be applicable in case of a considerable aggravation of the supplier's financial status. The amounts already paid for the services affected by the withdrawal from contract plus the financing costs incurred for TGW have to be paid back immediately. No rights shall arise from such a withdrawal for the supplier against TGW. The supplier shall be obliged to immediately report circumstances of this nature to TGW in writing.

如果供应商未能遵守其合同义务的全部或部分（例如：包括在规划和制作流程以及附带服务的中期截止日期延期），特格威有权在授予合理宽限期并且供应商依旧未遵守后，退出合同，并且不受可能的服务分割性的影响。关于可能的宽限期，比如特格威通过不断通知供应商遵守合同的方式而实际授予的此等宽限期应是充分的。若未履行保证性能义务，特格威有权完全退出合同，且不受服务可分割性的影响。即便供应商财务状况急剧恶化，也同等适用。退出合同后，供应商应立即归还已支付服务的金额加上特格威发生的融资成本。供应商不得因推出合同向特格威主张任何权利。供应商需立即以书面形式向特格威报告上述情况。

16. Cancellation 取消

TGW shall have the right to withdraw from the contract at any time in full or in part, even if the supplier is not at fault.

即使供应商不存在违约行为，特格威也有权在任何时候，全部或部分退出合同。

In such a case, TGW will be obliged to reimburse the supplier for the contract price in proportion to the already provided deliveries or performed services and, in addition, make up for the proved direct costs incurred for deliveries and services which are already in process or for the cancellation of sub-contracts. The supplier transfers the property of the respective deliveries/services upon their payment; the burden of proof for the existence of the aforementioned costs shall rest with the supplier. The contractor will make every possible and reasonable effort, upon declaration of cancellation, to keep the direct costs to be made up for by TGW to a minimum.

该种情况下，特格威应赔偿供应商相当于已经交付货物或已履行服务的合同价格；此外，还需针对经证实的关于处理过程中的交付货物和服务的直接成本或子合同的取消作出补偿。供应商在收到付款时，移交相应交付/服务的货物；供应商承担存在上述成本的举证责任。在宣布取消时，承包商将尽一切合理的努力，把由特格威负责补偿的直接成本降至最低。

17. Confidentiality 保密性

The supplier may have access to certain proprietary and confidential information of TGW and its customers. Therefore, the supplier shall declare his agreement to treat that information as confidential and not to use said information in any case, except for the fulfilment of this agreement, nor to disclose it to third parties. All already existing non-disclosure agreements between TGW and the supplier shall remain fully valid. The supplier agrees to

indemnify TGW for any damages or costs caused by a breach of his duty to maintain confidentiality.

供应商可能会接触到特格威及其客户的某些专有以及保密信息。因此，供应商应声明其同意将该信息视为保密信息，不得在履行本协议之外的任何情况使用所述信息，也不得向第三方披露。特格威和供应商之间已存在的所有保密协议应保持全部效力。供应商同意赔偿特格威因其违反保密义务而产生的任何损失或成本。

18. Minimum wage requirements 最低工资要求

In case the contractor performs his services in countries with minimum wage requirements and these are applicable for his services, he shall be obliged to comply with these requirements. The contractor shall guarantee the continuous and timely payment of the minimum wage. In case the contractor uses a subcontractor to fulfil his contractual obligations as agreed, he shall be obliged to pledge the subcontractor to comply with the minimum wage requirements as well. The contractor shall exempt TGW, upon first request, from any claims, monetary fines, penalties and costs which may result from claims being made against TGW with respect to the relevant requirements.

如果承包商提供服务的国家存在最低工资要求，并且这些要求适用其服务，则承包商有义务遵守该要求。承包商应保证连续且及时地支付最低工资。如果承包商通过分包商履行合同义务，则承包商有义务保证分包商遵守最低工资要求。承包商应在特格威第一次提出请求后使特格威免受针对其提出的，与最低工资要求有关而可能产生的任何索赔、罚金、处罚和费用。

19. Non-solicitation agreement 禁止招揽协议

19.1. For a duration of one year after effectiveness of this agreement, the parties and their affiliated companies shall not entice away any employee of the contractual partner without prior written consent of that partner.

在本协议生效后的一年内，除非事先获得该合作方书面同意，各方及其关联公司不得招揽合作方的任何员工。

19.2. In case that provision is violated, the violating party shall owe the other party a contractual penalty in the amount of the last annual gross salary of the employee enticed away by that party. This contractual penalty shall be calculated on a pro rata basis in case of a shorter employment period of the employee.

如果违反此项规定，违约方应向另一方支付相当于违约方招揽员工最后一年年薪总额的罚金。如果该员工就业不满一年，则按比例支付罚金。

20. Advertising 公告

Any type of publishing, referencing and advertising by the supplier with the deliveries and services as well as with the business relationship requires the written consent of TGW. Advertising emblems or logos on the scope of supply

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requires the prior written approval by TGW. Type plates shall be excluded.

对供应商交付货物和服务以及业务关系的任何类型的公布、引用以及宣传需要获得特格威的书面同意。供应范围中宣传徽章或标识需要获得特格威的事先书面许可，铭牌除外。

21. Conformity 合规性

- 21.1. The supplier assures that all products delivered by him comply with the recognised codes of practice (e.g. Austrian ÖNORM standards as well as EN standards of technical content), the relevant legal and official regulations, implementary regulations and the applicable provisions of the EU as well as their implementation in national law, guaranteeing in particular the compliance with the regulations of the (EC) regulation No. 1907/2006 ("REACH") including Annexes, as well as the 2011/65/EC and 2011/65/EU("RoHS") Directives.

供应商确保其交付的所有产品符合经认可的行业规范（例如：ÖNORM奥地利标准以及欧洲技术标准）、相关法律和官方规定、实施条例和欧盟适用的法规以及相关国家法律，以确保符合（欧盟）第1907/2006条法规的规定（“REACH”）（包括附件）以及2011/65/EC和2011/65/EU("RoHS")指令。

- 21.2. In addition, the supplier shall also ensure all products delivered by him shall comply with the mandatory standards and regulations of PR China. If any difference and/or gap between the Chinese mandatory standards and the regulations mentioned in Article 22.1, the higher one shall prevail.

此外，供应商还应保证其交付的所有产品符合中国的强制性标准和法规。如果中国的强制性标准与第22.1条中提到的法规存在差异，则以较严格的为准。

- 21.3. Furthermore, the supplier will ensure the assignment of this obligation in the supply chain and prove this accordingly upon TGW's request.

另外，供应商还应确保其履行供应链转让义务并经特格威请求，提供相关证明。

22. Data protection 数据保护

TGW points out that the supplier's data will be electronically saved and only used for the purpose of the contract.

特格威指出，供应商的数据可保留电子版，但仅限于本合同之目的。

23. Cessions / Sub-contracting 转让/分包

In the event of the existence of material circumstances, such as for example the relocation of the production site, TGW shall be entitled to prohibit the cession of the order with immediate effect and to demand performance according to contract from the supplier.

如果存在重大情况，比如生产场地迁移，特格威有权禁止转让订单，且立即生效，并且要求供应商依据合同规定履约。

24. No-contact provision for directly contacting customers 禁止直接联系客户

The supplier shall be obliged not to get into contact with the customer directly during the service life of the respective sites handed over to the customer by TGW regarding business activities in connection with these sites without the written consent of TGW, or to forward any orders of the customer in connection with the sites to TGW and refer the customer to TGW for the award of contracts. This obligation shall be legally binding for all depending companies and companies of the supplier which are connected via majority shareholding.

供应商在特格威向其移交项目现场为客户提供服务期间，未经特格威的书面许可，供应商不得就有关现场的商务活动直接联系特格威的该客户，也不得获取与前述项目现场有关的客户订单并转交给特格威或者为了与该签订客户合同而向客户提及特格威。供应商的所有的非独立的分支机构以及与供应商有控股关系的公司均应当遵守此项义务。

The supplier commits to pay a contractual penalty to the amount of 100,000 Euros for every violation of this provision. The supplier shall not be allowed to exempt himself from observing the above provisions by paying this contractual penalty. TGW shall be entitled towards the supplier to claim any damage exceeding the indicated amount of the contractual penalty.

供应商承诺，其应当为每一次违反本项规定支付违约金100,000.00欧元。但支付违约金之后，供应商仍应当遵守此项规定。如果特格威的损失超出前述金额的违约金，则特格威仍有权要求供应商作进一步的赔偿。

25. Compliance 合规性

The CONTRACTOR shall commit to comply with the Code of Conduct. This Code of Conduct is an integrative part of the present Terms and Conditions of Purchase, and available on the website under www.tgw-group.com.

承包商承诺遵守行为准则。本行为准则构成当前采购条件和条款的一部分，且可在www.tgw-group.com网站上查阅。

26. Customs / export control 海关/出口管制

The supplier shall be obliged to inform TGW about any obligation to obtain a permit in case of re-exports of his goods in accordance with German, European, US exportation and customs regulations as well as the exportation and customs regulations of the country of origin of his goods in his business documents. Therefore, the supplier shall at least provide the necessary information as required according to the relevant customs and export regulations in his quotes, order confirmations and invoices for the affected items. The supplier shall be obliged upon TGW's request to communicate all further foreign trade details on his goods and their components to TGW in writing, and to immediately inform TGW (prior to the

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delivery of the affected goods) about all changes of the aforementioned details in writing.

依据德国、欧洲、美国出口和海关条例以及货物原产国的出口和海关条例规定，供应商有义务通过其业务文件告知特格威，有关供应商再出口获取许可的全部义务。因此，供应商至少应在其报价、订单确认函以及受影响货物的发票中注明有关海关和出口条例所要求的必要信息。经特格威的请求，供应商有义务以书面形式告知特格威有关其货物及零部件的所有进一步的外贸信息，并且（在交付受影响货物之前）以书面形式告知特格威所有上述细节的变更。

27. Place of Jurisdiction / Choice of Law 管辖地点/法律选择

27.1. For all rights and obligations arising from the legal transactions made with TGW, the place of fulfilment for both parties shall be the respective construction site address, or, failing to name an address, the legal address headquarters of TGW China Co., Ltd. in Shanghai, PR China.

关于因与特格威的合法交易而产生的所有权利和义务，双方的履约地点应为其相应的施工场地，或如果未能指定一个地址，则为特格威贸易（上海）有限公司在中国上海总部的法定地址。

27.2. This agreement shall exclusively be subject to the substantive law of PR China. Conflict of laws of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG) shall expressly be excluded.

本协议仅受中国实体法的管辖。国际私法与联合国国际货物销售合同公约（CISG）的冲突法明确排除在外。

All disputes arising from or in connection with the agreement concluded by TGW and the contractor or the execution thereof shall be submitted to and finally settled – without recourse to the ordinary courts of law - by the China International Economic and Trade Arbitration Commission for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The number of arbitrators shall be three. Each Party appoints one arbitrator. The presiding arbitrator is appointed by the chairman of China International Economic and Trade Arbitration Commission if the Parties cannot reach mutual consent in respect of appointing the presiding arbitrator. The arbitration award shall be final and binding upon all Parties. The arbitration fee shall be borne by the losing party. Place of arbitration shall be Shanghai, the language of the arbitration shall be Chinese.

由特格威和承包商签署的协议，或该协议的履行引起的，或与之有关的所有纠纷由中国国际经济贸易仲裁委员会依据申请仲裁时有效的委员会仲裁规则进行仲裁，无权诉诸于普通法院，并且该仲裁为最终裁决。仲裁员共三人。各方指定一名仲裁员。如果双方对指定首席仲裁员未达成一致意见，则首席仲裁员由中国国际经济贸易仲裁委员会主席指定。仲裁裁决为最终裁决并且对所有当事人具有约束力。仲裁费用由败诉方承担。仲裁地点为上海，仲裁语言为汉语。

28. Final provisions 最终条款

28.1. If one or several provisions of TGW's General Terms and Conditions of Purchase is or becomes ineffective in full or in part, all remaining provisions of TGW's General Terms and Conditions of Purchase will remain effective. This shall also apply for possible loopholes of the agreement. The ineffective provision shall be replaced by a different provision which comes closest to the content and purpose of the ineffective provision.

如果特格威通用采购条款和条件中的一条或多条规定的全部或者部分无效或变为无效，特格威通用采购条款和条件的所有其他条款依然有效。这也适用于可能存在的协议漏洞。无效条款由与之内容和目的最接近的条款替代。

28.2. The titles of the provisions contained in TGW's General Terms and Conditions of Purchase shall only serve for better clarity and must not be used for the interpretation thereof.

特格威通用采购条款和条件中的条款标题仅为清晰起见而设，不得用作对条款的解释。

28.3. No business development taking place between the supplier and TGW and no delay or default regarding the exercise of a right, legal remedy or means granted to TGW according to the present General Terms and Conditions of Purchase shall be deemed as waiver of these rights. Any of the rights and legal means granted in these Terms and Conditions of Purchase or any of the legal remedies granted in these Terms and Conditions of Purchase shall be cumulative and exist coequally and additionally to other legally granted rights, legal remedies and means.

供应商和特格威的业务开发以及延迟履行或违约依据本通用采购条款和条件授予特格威的某项权利、法律救济或方法均不得被视为对这些权利的放弃。这些采购条款和条件中授予的任何权利和法律方法或任何法律救济均可累计，且与法律授予的其他权利、法律补偿和方法同等存在，并且独立于法律授权权利、法律救济和方法之外。

28.4. This TGW General Terms and Conditions of Purchase has been furnished in English and Chinese. TGW and the supplier hereby acknowledge that both versions shall be equally binding. In the event of discrepancies between the versions, then the Chinese version shall prevail.

本特格威通用采购条款提供中英文版本。特格威与供应商确定两种版本同等有效。如两种版本有不同之处，以中文版本为准。