

General Purchasing Conditions of Muehlbauer Technologies (Wuxi) Co. Ltd. 纽约无锡通用采购协议

I. General 总则

1. The present general purchasing conditions (GPC) are exclusively valid for all current and future orders of Muehlbauer Technologies (Wuxi) Co., Ltd. A current version of the GPC is available on www.muehlbauer.cn.

以下的采购条款专门针对纽约智能识别技术(无锡)有限公司所有目前和未来的订单有效。本采购协议的最新版本可以在www.muehlbauer.cn网站获得。

2. The GPC apply especially for contracts concerning the sale and/or delivery of movable goods ("goods") regardless whether the vendor manufactures the goods himself or purchases them from suppliers. Unless otherwise agreed, the GPC are valid in the version that is applicable at the moment of the buyer's order or, in any case, in the latest version that he received in writing as a framework agreement also for similar future contracts, without us having to point them out again in every individual case.

该采购条款特别应用于有关销售和/或交付可移动货物("货物")的合同, 无论是否由供应商自己制造或者从其他供应商购买。除非另有约定, 该采购条款适用于目前买方订单的有效版本, 以及供应商收到的最新版本的书面框架协议和类似的远期合同, 无需我方再每次单独指出本采购协议。

3. These GPC apply exclusively. Divergent, contrary or supplementary terms and conditions of the supplier shall become a part of the contract only if and insofar as we have explicitly accepted them in writing. This requirement of consent applies in every case, also for instance if we accept the supplier's deliveries without reservation while aware of his terms and conditions.

本采购协议具有专有适用性。只有在我方明确书面接受的情况下, 供应商相异的、相反的或补充的条款和条件才能成为合同的一部分。该接受条件适用于所有情况, 包括如果我方知道供应商的条款和条件而毫无保留地接受对方的交货。

4. Orders only become binding for us if we have produced them in written form. We do not recognize verbal subsidiary agreements. In particular, orders, changes or additions to orders via telephone shall only become binding if we have confirmed them in writing.

订单只有在我方书面确认后对我方有约束力。我方不认可口头或电话的增补协议。尤其是通过电话确认的订单, 修改和增补需要经我方的书面确认后方有约束力。

5. Individual agreements concluded with the supplier in the particular case (including subsidiary agreements, supplements and changes) precede these GPC in any case. A written contract or our written confirmation is authoritative for the content of such agreements, subject to proof of the contrary.

在特定的情况下与供应商达成的单独协议(包括附属协议、补充和变更)在任何情况下优先适用于本采购协议。书面合同或书面确认是这类协议内容有效的证明。

6. Legally relevant declarations and notifications of the supplier regarding the contract (e.g. deadlines, warning, withdrawal) must be submitted in writing (e.g. letter, e-mail, fax). Legal formal regulations and further evidence, especially in case of doubts regarding the legitimation of the declarant, remain unaffected.

合法的相关声明和供应商关于合同的通知(如期限、警告、取消)必须采用书面形式(如信函、电子邮件、传真)提交。法律正式规定和进一步的证据, 特别是若对声明人合法性的怀疑, 不受影响。

7. Notices about the validity of legal provisions are only for clarification. Even without such clarification, the legal provisions shall apply to the extent to which they are not directly changed or explicitly excluded by these GPC.

有关法律有效性通知仅用于说明。即使没有这类说明, 法律规定适用于不被本采购协议直接改变或明确排除在外的程度。

II. Offers, conclusion of contracts, extent of orders and prices 报价, 合同订立, 订单范围和价格范围

1. Offers and cost estimates generally are to be submitted free of charge, unless a contrary agreement has been made.

报价和成本预算是免费的, 除非有其它协议规定。

2. Our order shall be binding no earlier than upon written submission or confirmation. The supplier must inform us about obvious errors (e.g. typing or calculating errors) and any incomplete information in our order including the order documents before accepting the order, so we can correct or complete it; otherwise the contract is considered as not concluded.

我方的订单应不早于书面提交或确认而生效。供应商必须通知我方关于我们订单中明显错误(如打字或计算错误)和任何不完整的信息, 包括在接受订单之前的订单文件, 以便我方可以纠正或完成订单; 否则订单被认为是没有生效。

3. Silence on offers, requests or other statements from our suppliers only means acceptance if this has been agreed expressly in writing.

如果已经达成明确书面协议, 供应商对报价、请求或其它声明未作反应意味着接收。

4. After receipt of the order by the supplier we expect an unconditional order confirmation in writing within 4 working days which mentions our order number and article number or an unconditional shipment of the

goods (receipt). A delayed receipt is considered as a new offer and requires our acceptance.

我方希望供应商在收到订单后4个工作日内无条件的以书面形式回复订单确认, 订单确认中需要包含我方的订单号、物料号, 或无条件发运货物(收到货物)。延迟确认将被认为是需要一个新的报价并得到我方接受。

5. We reserve the right to reduce or increase the amount of ordered items or to make adaptations to the model type of machinery, in particular in respect to new technical developments as long as this means an improvement for us, as well as to require a certain time and place of delivery or setting up. If, as a result of this procedure, cost increases and/or delivery delays are proven to occur, then an appropriate compensation must be negotiated.

我方保留减少或增加订单数量或由于新技术发展更改适应新型号设备性能的权利, 尤其该新技术能改善我方的设备。同时也保留更改交货时间地点或设备安装时间地点的权利。在此过程中, 如被证实确实发生的成本增加或交货期延误将由双方协商出一个合理的补偿方案。

6. The prices listed in our order are ceiling prices and remain binding even when price increases occur in the meantime. However, if the supplier reduces his prices by the delivery deadline, this reduction must be passed on to us.

我方订单中的价格是上限价格, 当价格上涨时此价格仍然有效。但是, 如在交货期内供应商下调价格, 该立即通知我方降价。

7. Unless otherwise agreed for the particular case, the price includes all services and ancillary services of the supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including possible insurance for transport and liability).

除非特定情形另有约定, 订单价格包括所有服务和供应商辅助服务(如装配、安装)的价格以及所有辅助成本(如适当的包装、运输成本包括可能的运输责任保险)。

8. If the ordered goods fall under export control or other restrictions to marketability according to Chinese law, the supplier has to inform us in writing prior to conclusion of the contract. If this information is not provided, we reserve the right to withdraw from the contract.

如果订购的货物受出口控制影响或其他根据中国法律的市场限制, 供应商必须在签订合同之前书面通知我方。如果供应商没有提供该信息, 我方有权取消合同。

9. For articles that are ordered for the first time we shall receive automatically and without further request a long-term supplier's declaration or information on the country of origin and customs code.

对于第一次订购的货物, 我方需要自动收到原产地证和HS编码信息, 不需要提供长期合作供应商的声明。

III. Deliveries and terms of delivery 交货和交货条款

1. The delivery date stated in our order is binding. The supplier is obliged to inform us immediately and in written form if situations occur (or if he becomes aware of factors), which lead to a delivery delay. Furthermore he has to inform us about the new binding delivery date.

我方订单中的交货日期具有约束力。如果交货期发生延误或供应商已经意识到此情况, 供应商有义务立即以书面形式通知我方。同时供应商应告知我方更新的交货期。

2. If the supplier does not honor the agreed delivery date of movable goods or if the manufacturing and the setting up as well as the putting into operation of immovable objects such as machines to be permanently fixed, complete machinery and industrial facilities and other devices is not completed within the deadline, then the supplier shall charge, per full calendar week of delay, a financial penalty of 1% of the net order amount, but at maximum 5% of the order amount. In addition to this, the supplier is liable to pay for damages that his delay caused to us through a production shortfall, refused orders, and a loss of wages occurring on our side, if such damages exceed the penalty. Furthermore, we shall be entitled to immediately withdraw from a contract if deadlines are not met. An acceptance of goods delivered late does not constitute a waiver of possible compensation claims for damages.

如果供应商不能够兑现货物的交货期, 或不可搬运的货物生产和使用日期, 例如永久固定的机器, 工业设施, 和其它设备装置, 未能够满足最后完工期限, 供应商应支付违约金, 交货期每延迟一周, 违约金金额为订单总价的1%, 但最高不超过订单金额的5%。除此以外, 由于交货期延误造成的生产物料短缺、订单流失和我方人员误工工资损失超过上述罚金, 供应商需要支付相应损失。与此同时, 如果无法满足交货期, 我方有权立即撤销订单。在接收延期的货物同时, 我方将保留索赔的权利。

3. Partial, short- or over-deliveries are not admissible unless a contrary agreement has been made. In individual cases, however, such deliveries can be accepted.

我方不接受分批发货和短溢装发货, 除非有相应的协议。只有在特殊情况下, 此类发货方式才被允许。

4. Shipping documents have to be included in every delivery. The documents must contain our order number, our article number for each item, the material designation and the weight of the shipment. Each delivery must be accompanied by a shipping list. The shipping list must mention our order number, the material number, the description and the weight of the goods.

每批发货必须附发运清单。发运清单必须标明我方订单号, 每项货物的我方物料号, 货物描述和发运重量。

5. In case express transport was necessary to meet the delivery date, the arising additional costs have to be borne by the supplier.

如果必须采用快速发货来满足交货期, 供应商将承担产生的额外费用。

6. The delivery of additional agreed documents such as test reports, material quality certificates or the like is required for the delivery to be considered as complete.

双方约定的其它交货文件,例如测试报告, 材质证明报告或其它类似的文件是完成交货的必要条件。

7. The supplier is not allowed to assign any of the owed services to third parties (e.g. subcontractors) without our prior written consent. The supplier bears the risk of procurement for his services, unless otherwise agreed in the specific case (e.g. limitation to stocks).

未经我方事先书面同意, 供应商不得向第三方(如分包商)转让所承担的任何服务。除非在具体合同中另有约定(如对存货的限制), 供应商承担采购服务的风险。

IV. Dispatch and risk taking 发运和风险承担

1. The supplier is liable for the strict conformation to the regulations pertaining to the dispatch which have been given to him. We retain the right to refuse to accept deliveries, if we have not received proper dispatch and shipping documents on the day of delivery and we shall not be in default of acceptance due to that. If costs occur due to the justified refusal to accept the goods, the supplier must pay the costs.

供应商有责任严格确认已经发给他们的发运条款。如果我方在发货当日没有收到正确的发运单据, 我方保留拒绝收货的权利。由合理拒收造成的货物交付延期的成本, 将由供应商承担。

2. The supplier carries the risk of an accidental loss or deterioration until the point of delivery to us or acceptance, unless explicitly agreed otherwise in writing.

供应商承担在货物到达我方或接收前的灭失和损坏的风险, 除非另有书面协议。

3. The deliveries are deemed free of transportation costs until the dispatch address including packaging, unless, in single cases, another written agreement has been made. We only return packaging materials or bear packaging costs if we explicitly confirm this in written form or if it is legally required.

在货物运输到达指定地点前, 交货工作包括包装和运输是免费的, 除非在个别情况下签署了其它书面协议。只有当有明确书面形式确认或法律规定时, 我方只返还包装材料或承担包装的费用。

4. The supplier only fulfills his delivery obligations after the delivery of the goods or performance of the work or acceptance as long as there has been no other written agreement. The values determined at our particular site are authoritative for amounts and weights.

在没有其它书面协议的情况下, 供应商在完成送货或竣工验收后仅履行完其送货职责。在我方指定的送货地点, 我方对送货数量和重量具有权威性。

V. Manufacturing orders 订单执行

1. For work involving installation maintenance and additional services, the following shall apply: The supplier is responsible, during the performance of all work carried out both by himself and by his agents, for the conformation to accident, fire prevention and occupational safety regulations, in particular those which are valid in our production plants.

如项目涉及安装、维护和附加服务, 适用以下情况: 供应商应对整个项目中供应商的人员及其分包商的人员的意外事故、消防、职业安全负责, 特别是上述人员在我方工厂时。

2. The supplier shall be held liable for any damages caused either by himself or by his agents at our site. He shall exempt us from any claims for compensation of third persons, also from instructions of supervisory authorities etc., which are made against us in the context of the contractually agreed delivery or service. Upon our request, he must prove that he is able to cover the costs for this damage by a sufficient liability insurance.

供应商对其人员或其分包商的人员在我公司发生的意外伤害负全部责任。供应商确保我方不受任何因上述合同交付物或服务而受第三方或监管机构等提出的索赔或处罚。根据我方要求, 供应商必须证明其已有充足的责任保险来负担索赔其成本已经包括合同执行过程中的充分的保险费用。

3. The supplier and his agents themselves are responsible for the care of the safe storage of their property brought to our facilities. In this regard we do not assume any warranty.

供应商及其分包商负责其带入我方工厂的货物和其财产的保管。在这方面, 我方不负责相关责任。

VI. Patents and trade mark rights 专利和商标权

1. The supplier guarantees that the products delivered by him do not infringe any patent rights or other industrial property rights of third parties.

供应商必须保证其所交付产品没有侵犯第三方的专利权或其他知识产权。

2. The supplier exempts us from any obligation, liability, loss, claims for compensation including costs and disbursements which result from claims or litigation due to the infringement of patents or other industrial property rights. In the case that such claims are made against us, the supplier shall assume our defense in court at his own cost and shall exempt us from any claims made between these parties, in which ever form, by third persons. In the case that such claims are made against us,

we shall notify the supplier immediately in writing and provide him with the necessary information.

供应商应承担由于侵犯专利或其它知识产权造成的索赔、诉讼费用和费用支出。供应商应确保我方免除由上述情况产生的义务、责任、损失和索赔。如果上述索赔是针对我方提出的, 供应商应承担我方为法庭辩护产生的相关费用, 并承担相关的索赔, 使我方免除任何形式的第三方提出的索赔。如果发生这种索赔, 我方将立即以书面形式通知供应商, 并提供必要的信息。

VII. Sketches and models 图纸和模具

1. Sketches, models, documentation, software, etc. which we provide or pay for the execution of an order, remain or become our property. The supplier shall be held liable for the loss or damage or for any misuse until they are duly and completely returned.

由我方提供或已执行订单的图纸、模具、文件, 软件等物品属于我方资产。供应商对上述物品的遗失和损害或任何滥用负责, 直至按时、完全地归还我方。

2. After completion of a job task those objects shall be returned to us without further request.

在完成相关任务后, 这些物品应无条件归还我方。

VIII. Billing and payment 发票和付款

1. After successful and contractual delivery of the ordered goods or provision of the agreed service we shall receive an invoice from the supplier. For processing purposes the invoice has to show our order number, the designation of the invoiced items as well as our supplier number. Invoices without this information will be considered as not received, because they cannot be processed.

在按照合同交货或提供合同约定的服务后, 我方将收到由供应商出具的发票。发票需要注明我公司的订单号, 开票项目的名称和我方的物料号。如果发票中没有以上信息, 导致发票无法处理将视为未收到发票。

2. Payment shall be made after conventional delivery/service provision and receipt of the invoice. In case of defective delivery or performance we retain the right to withhold the payment until complete fulfillment or clarification of issues. Bonuses, discounts and price reductions shall remain unaffected.

付款将在正常完成交付/服务条款和收到发票后执行。如果交货或执行存在瑕疵, 我方有扣留付款的权利, 直到完全履行或澄清问题。价格返利, 折扣和降价不受此影响。

3. Unless otherwise indicated in the order or contractually agreed, the agreed price is due for payment within 30 calendar days subsequent to complete delivery and service provision (including the agreed acceptance, if applicable) and receipt of a proper invoice. In case of bank transfer, payment is considered as done in time if our bank receives our transfer order before expiry of the payment deadline; we are not responsible for any delays caused by the banks involved in the payment procedure.

除非在定单或合同中另有约定, 付款为完成交货和提供服务后30个日历天(包括按约定的验收完成, 如适用)并收到相应的发票。如果通过银行转账付款, 我方银行在付款到期截止日期前正常付款, 我方不负责银行在付款过程中引起的任何延误。

4. We do not owe any due date interests. Regarding payment delay, the legal regulations shall apply.

我方不负责任何延期付款的利息。关于付款延迟, 应当适用法律法规。

5. The supplier shall not have the right to offset against our claims, unless for counterclaims that we do not dispute or that have been established against us as final and absolute or for claims arising from the same contractual relationship.

供应商无权抵消我方的索赔, 除非因我方无争议的反诉, 或者已经和我方建立了最终和绝对或索赔引起的相同的契约关系。

IX. Non-disclosure and reservation of title 保密和所有权保留

1. We reserve property rights and copyrights for images, plans, drawings, calculations, executive instructions, product descriptions and other documentation. Such documentation must be used exclusively for the contractual services and must be returned to us after contract fulfillment. This documentation must not be disclosed to any third parties, including after contract termination. The obligation to secrecy shall only expire when and insofar as the knowledge contained in this documentation has become common knowledge.

我方保留图片、计划、图纸、运算、执行指令、产品描述和其它文档产权和版权。这些文档必须专门用于合同服务且合同完成后必须返回给我方。该文档不得向任何第三方披露, 包括在合同终止后。只有当该文档中包含的知识已经成为常识的情况下, 保密义务才能终止。

2. The above provision shall also apply to substances and materials (e.g. software, finished and semi-finished products) as well as tools, models, samples and other items that we provide to the supplier for production. As long as these items are not processed, they must be kept safe, separately and insured to an appropriate extent against destruction and loss at the expense of the supplier.

上述规定也应适用于实物和物料(如软件、成品和半成品)以及工具、模型、样品和我们提供给供应商的其它物品。只要这些物品没有加工, 它们就必须被安全、单独的保管, 防止损坏和损失, 否则由供应商负责赔偿。

3. Processing, mixing or combining (further processing) of provided items shall be carried out for us by the supplier. The same applies if the delivered goods are further processed by us, so that we are considered the manufacturer and, at the latest after further processing, become the owner of the product in accordance with the legal provisions.

产品的加工、混合或结合(深加工)应当由供应商为我方实施。如果交付的货物由我方进一步处理,以至于我方被视为制造商,并且按照法律规定我方成为产品的所有者,供应商提供产品的上述加工、混合或结合(深加工)仍然应当由供应商为我方实施。

4. The transfer of ownership of the goods must be unconditional and regardless of payment of the price. However, if we accept a particular offer of the supplier where payment of the purchase price is a condition, the retention of title of the supplier expires at the latest when the purchase price for the delivered goods is paid. In the orderly business process, we remain entitled to resell the goods before paying the purchase price, which shall imply assignment of accounts receivable in advance (alternatively the simple retention of title shall apply and be prolonged for resale). In any case, all other forms of retention of title are excluded, especially the retention of title extended, forwarded or prolonged for further processing.

货物的所有权转让必须无条件的且不受货款的限制。但是,如果我方接受供应商的特定报价条款,其购买货款的支付是前提,供应商保留所有权直至按照该条款支付完毕。按照业务流程,我们支付该货款前有权转售货物,意味着提前转让应收账款(或者保留简单所有权,并延长转售期)。在任何情况下,排除所有其它形式的所有权保留,尤其是所有权保留延长、转让或延长进行进一步处理。

X. Warranty 质保期

1. The supplier guarantees that the delivered goods correspond to his offers and to the contractually agreed quality and that they do not infringe the rights of third parties. The subjects of the contract must always be compliant with the laws applicable in China, especially regarding equipment safety and product liability. There is no limitation in the statutory liability and/or warranty obligations of the supplier.

供应商保证交付的货物符合其报价和合同约定的质量,以及不侵犯第三方的权利。合同的内容必须符合在中国适用的法律,特别是关于设备安全和产品责任。供应商不得对法定的义务和/或质保义务设定限制性条款。

2. If a machine, a device or a complete plant is manufactured and/or installed according to a specifically agreed plan or special request, the supplier shall guarantee that the subject of the contract fulfills the purpose intended by us.

如果机器,设备或一个按照具体协商的计划或特殊要求生产或安装的完整装置,供应商必须保证合同中的货物达到我方预期的目的。

3. The scope of warranty to be provided by the supplier includes the parts produced by his suppliers and the deliveries of the suppliers respectively.

质保的范围指由供应商提供的货物,包括分别由其它供应商提供或交付给本合同供应商的货物。

4. Our obligation to investigate and to reprimand for faults does not arise until the delivery/service has been received in our plant. The examination and notification period, which starts at that point in time, is at least one month for complex cases.

除非货物/服务在我方工厂接受,否则我方无义务对过失进行调查并向供应商提出申诉。复杂的案件,检查和告知时间,从开始时间起至少一个月。

5. Our obligation of examination is limited to faults which are clearly visible during external examination of the goods including the delivery documents at the incoming inspection (e.g. transport damages, incorrect or short delivery) or which can be noticed by random sample testing at our quality control. If an acceptance is agreed, there is no obligation of examination. Otherwise it depends on whether an examination is feasible considering the circumstances of the individual case according to regular business procedures. Our obligation to give notice of faults detected later remains unaffected. Irrespective of our obligation of examination our notification of faults shall be considered as immediate and in time if it is submitted within 14 working days from the detection or, in case of obvious faults, from delivery.

我方的检查义务仅限于在外部检验中清楚可见的缺陷,包括来料检验中的交货文件(如运输损坏、不正确或短缺),或在我方质量控制中随机抽样检验。如果验收已通过,刚无检查的义务。否则,这取决于根据一般的业务程序来考虑是否可行。我们在之后发现故障通知的义务仍然没有受到影响。无论我方的检查义务如何,如果在发现有明显故障缺陷的情况下14个工作日内提交通知,刚被视为及时通知。

6. In the case of immovable objects such as permanently fixed machinery and equipment, an official acceptance from our side is required. We are not obliged to accept them until the machine or the equipment has been correctly installed or set up and is operational.

不可移动的货物,如机器和设备,必须由我方正式验收。除非机器或设备按照合同约定正确安装或设立并正常运行,否则我方不予以验收。

7. In case of faults, we are entitled to demand either rectification or a replacement delivery of parts free of faults from the supplier. Supplementary performance includes removal of the faulty goods and reinstallation, if the goods were installed integrated in another item according to its intended purpose. The supplier must also bear the costs incurred for examination and supplementary performance (including possible costs for removal and reinstallation) if it turns out that there was

no fault. Our liability for compensation in case of unjustified claims for supplementary performance remains unaffected, but we can be held liable in this regard only if we have realized or grossly negligently not realized that there was no fault.

如果货物发生故障,我方有权利要求供应商补充整改或免费更换故障部分。若故障物被和其他物品安装在一起,根据该目的补充整改包括更换故障物料和重新安装。供应商必须承担检查和补充整改(包括可能的移除和重新安装的成本)产生的费用,即使检查结果显示没有故障。我方对不合理地要求补充整改责任未受影响,但只有在我方意识到或者严重过失没有意识到没有故障时,我方才对此负责。

8. If a punctual improvement or replacement delivery is not possible, if it is not successful or reasonable, we can make a claim for compensation and/or withdraw from the contract or demand a price reduction. In the aforementioned cases we are also entitled to have the faults corrected at the expense of the supplier. If a fault is only noticed after further processing, the supplier shall also be liable for the damage arising from this fault.

如果按时改善或交付替代品无法实现或不成功或改善不合理,我方可以提出索赔和/或撤销合同或减价支付。在上述情况下,我方有权自行修复故障货物,相关费用由供应商承担。如果故障只有在进一步处理后发现,供应商也须承担由此对我公司造成的损失。

9. Otherwise, in case of a defect of quality or title, we are legally entitled to reduce the purchase price or to withdraw from the contract. Moreover, according to the legal provisions we are eligible for compensation for damages or expenses.

否则,对于质量缺陷,我方有权降低采购价格或者取消合同。此外,根据法律规定我们有资格获得赔偿或补偿费用。

XI. Liability of the manufacturer 制造商责任

1. To the extent to which the supplier is responsible for a damaged product, he is obligated to exempt us from claims for compensation of third parties upon our first request in so far as the cause originated in his organizational domain and is himself liable to external parties.

供应商应对损坏的货物负责,如果损坏货物是由供应商或其外部供方原因造成,自我方第一次要求起,供应商应承担由第三方向我方提出的索赔。

2. Within the context of his liability for cases involving damage stated in section a.), the supplier is also obliged to compensate for possible costs resulting from these damages, which have resulted from or are linked with a recall campaign of ours according to Chinese law. Concerning the content and extent of the recall measures to be carried out, we shall, as far as possible and reasonable, inform the supplier and give him the opportunity to make a statement. Any other legal claims shall remain unaffected.

供应商有责任赔偿由上述条款中提及的产品质量问题造成的产品召回的损失。关于执行召回措施的内容和范围,只要有可能或在合理情况下,我方将通知供应商并给其机会陈述。任何其他法律索赔不受影响。

3. The supplier commits to taking out a comprehensive product liability insurance for damages to persons or property.

供应商应为其产品购买针对人员伤亡和财产损失的保险。在此情况下,我公司要求的其它损失赔偿不受影响。

XII. Recourse against suppliers 向供应商追偿

1. We are entitled to claim from the supplier exactly the kind of supplementary performance (rectification or replacement delivery) which we owe to our customer in the individual case. This does not restrict our legal right to choose.

在我方对客户有责任单个情形下,我方有权直接要求供应商进行补充整改(整改或更换货物)。这并没有限制我方合法权利的选择。

XIII. Other provisions 其它

1. We will process the data that we have received from the supplier due to our business relationship in accordance with the legal regulations.

我方将依据法律规定处理从供应商处获得的数据。

2. The supplier can only assign claims against us to third parties with our written consent; this shall also apply to assignment of claims in the framework of a factoring contract. If claims are assigned without our consent, we are authorized to withdraw from the contract. The same applies if insolvency proceedings against the supplier are initiated or moved for.

只有经过我方书面同意才,供应商才能够将索赔让渡给第三方;这也同样适用于保理合同框架中的债权转让。如果索赔让渡未经我方同意,我方有权取消合同。针对供应商发起或转移的破产程序,同样适用。

3. In case one or several provisions of the conditions mentioned above are or become invalid or unfeasible, the validity of the other provisions of this contract shall remain otherwise unaffected. Such invalid provisions shall be replaced by new provisions which aim at the same degree of economic success. The same applies for handling contractual omissions.

如果上述一个或多个条款失效或无法实施,其它本协议中其它有效的条款不受影响。此失效条款将被为达到预定目标的同等经济效能的其它条款代替。这同样适用于合同遗漏的规定。

4. As far as provisions have not become an integral part of the contract, the subject matter of contract shall insofar obey the legal regulations.

当有条款未成为合同不可分割的一部分时，合同主旨应当符合法律规定。

5. **The place of performance is the registered office of our works for which the delivery of work/services is destined.**
本合同的履约地点是我方公司注册地，包括交货地点和服务的提供地点。
6. **The contractual relationships shall be governed exclusively by Chinese law.**
本合同适用于中国法律。
7. **In every case, also for any future claims from the business, including those from bills of exchange, checks and other documents, the place of jurisdiction is Wuxi, if the supplier is a businessman or is, by legal appearance, a businessman as defined in Chinese law.**
在所有情况下，如果供应商是一个商人或者是符合一个商人在中国法律中定义，商业索赔包括汇票，支票和其它文件，起诉地点是无锡。
8. **This GPC are made out in English and Chinese. Both versions are equally authentic. In the event of conflicts or uncertainty of meaning, the Chinese version shall prevail.**
本合同用中英文写成。两种文本具有同等效力。当含义冲突或不明确时，将以中文为准。