

### I. General 总则

1. The following purchasing conditions are exclusively valid for all current and future orders of Muehlbauer Technologies (Wuxi) Co., Ltd. Conditions of business of our contracting party, which either totally or partially defy our conditions or the legal rules, are not accepted. They cease to be subject of the contract when we knowingly accept delivery or work performance of the hindering conditions. If our conditions do not reach the contracting partner with the order or do not reach him via another opportunity then they become applicable if our partner has been made aware of these through a former business relationship. A current version of the purchasing conditions can be found on [www.muehlbauer.de](http://www.muehlbauer.de).  
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。供应商不得完全或部分拒绝本协议内容或相关法律法规。只有在我方明确接受关于交付和工作性能不符合要求的原因时，相关条款才不再成为本协议的一部分。如本协议未与订单一起发给供应商或未通过其它途径发给供应商，在此情况下，供应商如在此前交易时已经了解我方的该协议，则本协议依然有效。本采购协议的最新版本可以在 [www.muehlbauer.de](http://www.muehlbauer.de) 网站获得。

2. Orders only become binding for us if we have produced them in written form. We do not recognize verbal contracts. In particular, orders per telephone, changes or additions to orders will only become binding when we confirm them in writing.  
订单只有在我方书面确认后对我方有约束力。我方不认可口头合同。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才有约束力。  
3. Rights, which we are lawfully entitled to extending beyond these conditions remain untouched. 我方依法享有延长和修改这些条款的权利。

### II. Offers, extent of orders and prices 报价, 订单范围和价格

1. Offers and cost estimates 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. 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受。

3. After receipt of the order by the supplier we expect an implicit written order confirmation within three working days mentioning our order- and article-number.  
我方希望供应商在收到订单后3个工作日内能够对我方订单中条款书面确认回复，并在订单回复中注明我公司的订单号和物料号。  
4. We retain the right to reduce or increase the amount of ordered items or to make adaptations to the performance of different types of machinery in particular in respect to new technical developments as long as this means an improvement for us as well as to request the time and place of delivery or the setting up of machinery. In this case, our contracting party does not reserve the right to make a claim for damages. If, as a result of this procedure, cost increases and/or delivery delays are proven to occur then a satisfactory settlement 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不同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。在此情况下，供应商不得保留要求索赔的权利。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满意的解决方案。  
5. The prices listed in our order are ceiling prices and remain binding even when price increases occur in the meantime. However, if our contracting party reduces his prices by the delivery deadline, we shall be informed of this reduction.  
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，在我方应被通知降价。

6. In case, the ordered goods fall under export control or other restrictions following Chinese law the supplier has to inform us in writing prior to conclusion of the contract.  
如果订购货物受出口限制或其它中国法律限制无法执行，供应商应在合同执行前以书面形式通知我方。  
7. For articles that are ordered the first time we need to receive automatically and without having to ask for a longterm-supplier's-declaration or information on 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，无需要求提供长期合作供应商的声明。

### III. Terms of delivery 交货条款

1. The delivery date listed in our order is binding. The supplier is obligated 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 is not able to honor the agreed delivery date of movable goods or if the manufacturing and the setting up of as well as the putting into production 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 our contracting party shall charge a financial penalty. In case of one day delay of delivery date, a penalty of 5% of the total contractual amount shall be paid by the supplier. In addition to this, our contracting party is liable to pay for damages for a missed deadline which may arise through complications in production, refused orders, and a loss of wages occurring at our site, if such damages exceed the penalty. Furthermore, we shall be entitled to immediately withdraw from a contract if deadlines are not met. The acceptance of too late delivered goods does not lead to 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，未能满足最后期限，供应商应支付违约金，交货期每延迟一天，违约金金额为订单总价的5%。除此以外，由于交货期延误造成的生产混乱，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 acceptable except a contrary agreement has been made. In individual cases 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 each delivery. The documents have to show our order number, our article number for each position, the material description and the weight of the shipment.  
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 essential to meet the delivery date, the arising additional costs have to be born by the supplier.  
如果必须采用快递发货来满足交货期，供应商将承担产生的额外费用。  
6. The delivery of additional agreed documents such as test certificates, material quality certificates or similar is essential for the completion of the delivery.  
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。

### IV. Dispatch and risk taking 发运和风险承担

1. Our contracting party 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 so that, as a result, we are subject to a delay in the purchase of goods. If costs occur due to the refusal to accept the goods, our contracting partner 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。由此造成的货物交付延期的成本，将由供应商承担。  
2. Our contracting partner carries the risk of a randomly occurring sinking or worsening until the point of delivery to us, unless explicitly agreed otherwise in writing.  
供应商承担在货物到达我方前的灭失和损坏的风险，除非另有书面协议。  
3. All work or output is deemed free of transportation costs until the dispatch address including packaging, even if, in single cases, another written agreement has taken place. The return of packaging materials as well as the carrying of packaging costs by us only comes into effect if we explicitly confirm this in written form or if it is legally prescribed.  
在货物运输到达指定地点前，所有工作包括包装和运输都是免费的，即使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，我方才承担包装材料返还及运输的费用。  
4. Our contracting partner must only fulfill his delivery obligations after the delivery of the work or output as long as there has been no other written agreement. Decisive for amounts and weights are the respective values which have been determined at our works.  
在没有其它书面协议的情况下，供应商在发货后必须履行完其送货职责。送货的数量和重量将在货物到达我方工厂后清点确认。

### V. Manufacturing orders 订单执行

1. For work involving setting up, maintenance and additional service, the following applies: Our contracting partner is responsible, in the case of the performance of all work, carried out both by himself and by his agents, for the conformation to fire prevention and occupational safety and health regulations, in particular those which are valid in our production plants.  
如项目涉及建设，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消防，职业安全，健康防护负责，特别是上述人员在我方工厂时。  
2. Our contracting partner will be held liable for damage, which is caused either by himself or by his agents on our site. Our contracting partner shall make sure that we are exempt from any claims for compensation of third persons, also from instructions of supervisory authorities, which are made against us, in the context of the contractually-agreed delivery or service, otherwise, contracting party will pay all of our damage. Upon our request, he must prove that he is able to cover the costs for this damage by satisfactory personal 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人员或由第三方或监管机构提出的索赔或处罚，否则供应商将赔偿我方全部损失。根据我方要求，供应商必须证明其成本已经包括合同执行过程中的人员意外保险费用。  
3. Our contracting partner and his agents themselves are responsible for the care of the safe storage and maintenance of their property to be delivered to our plant. In this regard we do not grant any warranty.  
在我工厂执行合同过程中，供应商及其分包商负责其已发货物和其财产的保管，维护工作。在这方面，我方不负责相关责任。

### VI. Patents and trade mark right 专利和商标权

1. Our contracting partner must guarantee that no patent or other industrial property rights pertaining to the products delivered by him are broken through third persons.  
供应商必须保证其所交付产品没有侵犯第三方的专利或知识产权。  
2. Our contracting partner makes us exempt from any obligation, liability, loss, claims for compensation including costs and disbursements which result from claims and litigation due to the breakage of patents or other commercial industrial property rights issues. In the case that such claims are made against us, our contracting partner shall assume our defense in court at his own cost and shall therefore 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 inform our contracting partner of these immediately in writing and provide him with the necessary information.  
供应商应承担由于侵犯专利或商业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 for the carrying out of or payment of work, remain/ become our property. Our contracting partner shall be held liable for the loss or damage to the aforementioned, also for the misuse up until the point of their orderly and complete return.  
由我方提供或已支付费用的图纸、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负责，对错误使用需要负责恢复原貌并完整归还我方。  
2. After completion of a job task the contracting partner must return those objects mentioned in 7.1 to us automatically.  
在完成相关任务后，供应商应自觉将7.1 条款提及的物品归还我方。

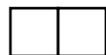
### VIII. Cession and charging 转让和费用

1. Our contracting partner is only allowed to give away claims to a third party with our written agreement; this is also valid for a cession in the context of a factoring-contract. If a cession takes place without our agreement, we are entitled to withdraw from the contract. The same is valid, if against our contracting partner, insolvency proceedings are commenced or applied for. 供应商所在公司发生转让时，只有得到我方书面许可的情况下，供应商才能够将索赔权利给第三方。此条款适用于保理合同中的权益转让。如果在未经我方同意的情况下发生转让，我方有权撤销合同。当与我方有合同关系的供应商启动或申请破产程序时，此条款同样适用。  
2. Our contracting partner is not entitled to offset costs against our claims, unless these are counter claims not challenged by us or made legally valid against us or are based on the same contract.  
供应商无权以有关费用抵消我方的赔偿要求，除非相关费用为我方无异议的反索赔或符合相关法律或是基于同一合同。

### IX. Invoice and payment 发票和付款

1. After successful contractually agreed delivery of the ordered goods or provision of the agreed service we will receive an invoice from our contracting party. Due to processing reasons the invoice has to show our order number, the description of the invoiced positions as well as our supplier number. Invoices without this information will be considered as not received.  
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，开票货物的描述和我方的物料号。如果发票中没有以上信息，将视为未收到发票。  
2. Payment will be made after conventional delivery and receipt of the invoice. In case of bad delivery we retain the right to withhold the payment till all issues have been set or fulfilled, and

Initials



we are entitled to deduct the penalty for the delay. Bonuses, discounts and price deductions stay unaffected.

付款将在正常收货和收到发票后执行。如果交货期延误, 我方有扣留付款的权利, 直到相关问题圆满解决, 并在货款中扣除相应延期违约金。价格返利, 折扣和降价不受此影响。

3. In the case of reprimands for faults, we shall be entitled to keep back the threefold sum of the expected costs of an improvement of a replacement delivery until the complete, faultless manufacture or delivery takes place.

如果发生质量索赔, 我方有权扣留改进后替代品价值三倍金额的货款, 直到完整的, 无瑕疵的替代品正常工作或使用。

#### X. Non-disclosure 保密

1. Our contractual partner will keep confidential all information we disclose to him. He agrees not to use any information for his own use or for any other purpose except for the permitted one unless we have given our explicit written confirmation. He shall not disclose or permit disclosure of any information either directly or indirectly to third parties or to their employees excepting those who need to have the information to carry out the agreed purpose and who have agreed to be bound by terms, at least as strict as those herein. Our partner shall be liable for his employees. 供应商有义务就我方向其披露的所有信息进行保密。供应商同意在未得到我方明确的书面确认时, 不利用我方提供的信息为其自己或其他方使用。供应商不得直接或间接向第三方或其员工透露或泄露任何我方提供的信息, 除非那些需要这些信息来执行我方指定任务并同意接受此条款约束的员工, 他们需要严格执行本条款。供应商需为其员工的行为负责。

2. The use of our logo, names and other indicators that show the cooperation between our contractual partner and us, for advertisement or similar purposes is only allowed after our written consent. 只有在得到我方书面同意后, 供应商才能够使用我方的商标, 名称及其他表明双方合作的物件用于其广告或类似的用途。

#### XI. Guarantee 质保

1. Our contractual partner guarantees that the subjects of the contract correspond to his offers and the contractually-agreed composition and do not violate the rights of third persons, both for distribution and utilization purposes. In every case, the subjects of the contract must apply to the laws of China, especially to the legal accident preventions regulations and the Product Liability Act. There is no limitation in the statutory liability and/or warranty obligations of our contractual partner.

供应商保证合同规定的货物符合报价和合同中约定的要素, 并且不侵犯第三方的权利, 无论是财产分配还是使用目的。在任何情况下, 合同中的货物必须符合中国的法律, 尤其是法定事故预防规定和产品责任规定。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 the manufacturing and/or installation of a machine, a device or a complete piece of equipment is carried out according to a specifically agreed plan or special request, our contractual partner must guarantee that the subject of the contract fulfils the purpose intended by us. 如果制造和/或安装的机器, 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 spectrum of guarantee to be provided by our contractual partner 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 first arises when the delivery to our works has taken place. Subsequent to this, in not simple cases the period of investigation and reprimand shall cover at least one month.

当货物到达我方工厂后发生故障, 我方有权进行调查并向供应商提出投诉。在此以后, 如果不是简单问题, 我方调查和投诉的期限应涵盖至少一个月。

5. In the case of immovable objects such as permanently fixed machinery and equipment, we must provide an inspection. We are only obliged to purchase the aforementioned if the machine or equipment has been installed or set up correctly and is operational.

不可移动的货物, 如机器和设备, 必须经过我的验收。只有在机器或设备按照合同约定正确安装或设立并正常运行后, 我方方予以验收。

6. In the case of faults, we are entitled to demand an improvement or delivery of replacement parts of our choice. These objects must be faultless. If the subject of the contract has already been handed over, we shall be entitled to prepare the faulty delivery immediately for collection and to store it them if we require a redelivery of faultless subjects of the contract. This cost shall be carried by our contractual partner.

如果货物发生故障, 我方有权要求供应商依据我方要求进行改进或提供替代产品。这些产品必须是无瑕疵的。如果货物已经被移交, 我方有权对有问题货物进行退货和存储的准备, 如果我方要求供应商重新交付无瑕疵的货物, 这些费用由供应商承担。

7. If a punctual improvement or delivery of spare parts is not possible, if it is not successful or reasonable, we can make a claim for compensation and/or withdraw the contract or demand a price reduction. In the aforementioned cases we are also entitled to have the faults corrected upon the cost of our contractual partner. If, however, a fault is only recognised subsequent to processing, our contractual partner shall also be made liable for the damage to us which occurs from this.

如果按时改善或交付备件无法实现或不成功或改善不合理, 我方可以提出索赔和/或撤销合同或降价支付。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。如果故障被认为有其它后续处理, 供应商须承担由此对我公司造成的损失。

8. The guarantee period for deliveries of products lasts for 24 months, beginning from the handing-over or, where appropriate, subsequent inspection. 货物质保期为24个月, 从货物移交并验收合格后开始计算。

9. a) In the case that our contractual partner is responsible for a damaged product, he is obligated to exempt us from claims for compensation of third parties after our first request, as the cause originated in his organizational domain and is himself liable to fourth parties.

如果货物损坏是由于供应商的原因造成, 在此情况下, 供应商对有问题货物负责, 并承担由第三方向我方提出的赔偿, 不论该原因源自供应商自身还是其供货商。

b) Within the context of his liability for cases involving damage stated in paragraph a.), the supplier is also obligated to compensate for the costs resulting from these damages, which have resulted from or are linked with one of the return procedures according to Chinese law. Concerning the content and extent of the measures to be carried out involving one of these returns, we shall, as long as it is possible and reasonable, inform the supplier and give him the opportunity to make a Statement. Any other legal Claims remain unaffected.

供应商有责任赔偿上述a)条款中提及的损失, 并依据中国法律执行。关于赔偿的内容和采取的措施, 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。

c) The supplier obligates himself to take out a product liability insurance to persons or property. In the case that we are entitled to additional claims for damages, these remain unaffected. 供应商需为其产品购买针对人员伤害和财产损失的保险。在此情况下, 我要求的其它损失赔偿不受影响。

#### XII. Reservation of title 保留所有权

We only accept the reservation of the title of our contracting partner in written form. The title is transferred to us with the payment of the invoice for the subject of the contract. This is also the case if we have made legal deductions from the invoice. A reservation of title of our contracting partner in extended or expanded form is explicitly opposed by us.

我方只接收供应商书面的保留所有权要求。货物的所有权在货物完成付款时转移给我方。在我方对发票进行合法减价时, 货物的所有权转移也同样生效。我方明确反对对供应商延长或扩大保留货物的所有权。

#### XIII. Data Processing 数据处理

We will process the data we have received from our contractual partner, resulting from our business relationship according to Chinese Law.

我方将依据中国法律处理从供应商处获得的数据。

#### XIV. Other Provisions 其它

1. Should one or several provisions of the conditions mentioned in this contract be 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 with the same economic degree of success as their aim. The same is valid for the rule concerning contractual deficits.

如果本协议中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。这同样适用于合同亏损的规定。

2. As long as conditions have not become subject matter of the contract, the content of the contract shall obey the legal regulations. This Contract is made out in English and Chinese. Both versions are equally authentic. In event of conflicts or uncertainty of meaning, the Chinese version shall prevail.

在合同履行过程中, 本合同内容应服从法律法规。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。

3. The place of performance is our works for which the delivery of work/service is destined.

本合同的履约地点是我方工厂, 包括交货地点和服务的提供地点。

4. In every case, also those future claims from the business, including those from transactions, cheques and other documents, the forum is Wuxi. This is the case, when the supplier is a businessman or has fulfilled the definition of a businessman according to Chinese law.

在所有情况下, 商业索赔包括交易, 支票和其它文件, 起诉地点是无锡。在此情况下, 适用中国法律。

Initials

