

No. 105 Tieshandong Road
Jinzhou New District 116600 Dalian, P.R.C.
大连市金州新区铁山东路 105 号中国 116600

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General

通则

All our orders shall be based exclusively upon these terms and conditions as well as any special agreements; we shall not recognize any opposing terms and conditions or terms and conditions which deviate from these terms and conditions unless we have expressly acknowledged their applicability in writing. These terms and conditions shall also apply if we, while being aware of opposing or deviating terms and conditions, unconditionally accept the goods which were ordered. These terms and conditions shall also apply to all future business dealings with the supplier.

我们所有的订货以及任何特殊的协议都完全根据这些条款；如果没有其他的书面协议，我们不接受与下列条款相矛盾或冲突的受托人的业务、销售和交货条件。我们接受您的交货以及对性能验收或者对您进行付款并不代表着接受您的与下列条款相矛盾或冲突的条件。这些条款也适用于今后所有业务及供应商。

1. Order, contractual conclusion, powers of representation

采购订单, 合同签署, 代表权限

(1) If you do not accept our order in writing within 5 working days after its receipt, then we shall be entitled to cancel the order.

如果在收到订单后5个工作日内没有对我们的订单进行书面确认，我们将有权取消订单。

(2) In order to make clear classifications, all correspondence must include our order, GROB-ID, requisition and account numbers.

为了便于归类，所有的通信往来必须标明有我们的订单号、GROB 物料号、需求号和分配号。

(3) Only orders made in writing shall be considered to be legally binding. Orders made orally must be confirmed by our purchasing department in writing to be legally valid. This may – upon prior written agreement – also be made through long-distance data transmission or through machine-readable data carriers.

只有我们采购部门发出的书面订单才具有法律约束力，口头发出的订单是无效的，除非有我们采购部门的书面确认。也可以按照事先的书面协议,通过数据远程传递或电脑可读数据载体来进行传递。

All understandings reached between the contractual parties in conjunction with an order until an agreement is concluded must be fixed in writing on the order form. No oral ancillary agreements have been made.

合同签署前合同各方之间的所有关于采购的协议都必须以书面形式记录在采购明细表格内。不存在口头补充协议。

Any subsequent amendments or supplements may be agreed only with our purchasing department. Other departments are not authorized to do this. Thus, understandings reached with other departments must be confirmed in writing by our purchasing department in order to be valid.

其后的修改或补充只能与我们的采购部门协商后进行，其他部门无权进行修改或补充，与其他部门协商结果的有效性建立在采购部门的书面确认的基础之上。

(4) The preparation of your bids shall be made upon a free-of-charge basis for us.

您的报价对于我们是免费的。

2. Confidentiality, advertising

保密性, 广告

(1) All technical, economic and other data and information, where not generally known or published, which result from business links with ourselves or which relate to the same, shall be maintained – even after the end of the business links – strictly confidential; they must only be made accessible for the execution of our orders and only to those employees, subcontractors and other third parties, whose involvement in the fulfillment of the order is required based on your operational circumstances. These employees shall also be obliged to maintain corresponding confidentiality; and the same shall apply to any subcontractors or other third parties, who you may commission in the fulfillment of our order.

所有技术、经济和其他数据及信息，只要是未公开或不为一般人所知的，由于业务关系及其相关而产生的，即便业务关系结束后也需严格保密；它只被允许用于订单的完成并只被提供给涉及的雇员、分包商及相关第三方，那些为了满足您的操作运行而必须参与的人员。这些员工均有义务保密；此要求同样适用于参与完成您的订单的任何分包商或相关第三方。

(2) You may disclose the business relationships with us to third parties and in advertising materials in each case only after having received our written approval to do so.

任何情况下，只有经过我们书面同意后，才可在第三方或宣传资料中阐明与我们的业务关系。

3. Design documents/data

设计文件/数据

(1) We reserve the rights of ownership and proprietary rights to illustrations, sketches, calculations, other documents of all types as well as models and samples; they may not be passed on to third parties without our express written approval; they are to be used exclusively for production based upon our order and must be returned to us after the order is completed without our having to request this and without making use any right of retention; they may not be disclosed to third parties; Clause 3 Paragraph (1) shall apply accordingly.

对于插图、图纸、计算及其他所有文件资料和模型资料，我们保留产权和版权；没有我们明确的书面同意不允许您透露给第三方；它们只允许被用于订单完成并且在订单不再被需要时，按照排除留置权返还给我们；对第三方必须保守秘密；条款3第(1)段对应有效。

(2) You may neither use the products yourself which are manufactured based upon our data, drawings, models or the like nor offer or supply them to third parties.

对于根据我们的数据、图纸、模型等资料所生产的产品，不允许自行使用，也不允许提供给第三方。

(3) Any drawings, descriptions, calculations or other documents of all kinds pertaining to the order are binding upon execution of the order, but must be checked for any loopholes, discrepancies or mistakes prior to the contractually stipulated execution of the order. Any loopholes, discrepancies or mistakes must be notified to us in writing instantly. Furthermore we will see to it that you are informed in time of any relevant documents, data and circumstances essential for the contractual execution of the service/delivery as well as for the intended use of the service/delivery. In case of any violation of the aforementioned duties you may not have the right to refer to the absence of these documents, data and circumstances or of any existing loopholes, discrepancies and mistakes. Any further claims resulting here from remain unaffected.

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订单所属的图纸、说明、计算或其他任何形式的相关资料，在执行订单时对您具有约束力，您可在合同执行到期之前独立审查。如发现任何漏洞、不一致或错误的地方，应立即向我们采购部门进行书面报告。此外，我司将负责及时向您告知为了履行合同项目下服务和实现上述服务的预期用途而必要的所有相关文件、数据和相关情况。在违反上述义务的情况下，您不能追究这些资料、数据和事态中的差错、存在的漏洞、不一致性或错误。进一步因此而产生的属于我们的索赔权利不受影响。

4. Prices and payment terms and conditions

价格和付款

(1) The agreed prices are considered to be fixed prices. Subsequent payment claims of all types are excluded. The costs for packaging and transport to our designed shipping address or utilisation site as well as for customs duties and insurance are included in these prices. The agreement regarding the place of performance shall not be affected by the type of pricing.

商定的价格是固定的，不允许任何形式的附加要求。价格依据最新国际贸易通用条款，包含包装费、运输费、保险费、清关费等。与履约地点有关的约定不应受到定价类型的影响。

(2) Invoices must be separately submitted to us in duplicate form after delivery is made by specifying both the statutory value-added tax and indicating the complete order number. The agreed purchase prices shall become due for payment no later than when we receive an invoice corresponding to the statutory requirements. The payment shall be made according to the payment terms indicated in corresponding POs. based upon the contractual delivery/performance, receipt of the invoice and submission of the documentation in accordance with Paragraph (3), where the last event occurring shall be used for calculating the deadline. In the event that a delivery is not made or only a partial delivery is made, we shall be entitled to retain the entire payment until proper performance is made.

交货或服务完成后供应商必须向我们提供一式两份的注明完整订单号及法定增值税的发票或普通服务发票。所约定的购买价格应在不迟于我们收到符合法定要求的发票时被执行，我们将按照订单商定的支付条款来向您付款。上述付款应根据合同项下的货物交付/服务履行情况、收到的发票和依照第（3）款规定提交的文件而采用惯用方式进行，付款条件参见采购订单。如果某项交付未被实施或仅部分交付被实施，则我司有权扣留相关的全部应付款，直至上述交付行为被全部妥善完成。

(3) If certifications for inspections of materials, testing protocols or other documentation are received, they shall form an essential component of the delivery and must be submitted to us separately from the invoices. If possible, the submission of the documentation should also be sent separately from the goods, but must at least be packaged separately.

倘若有约定的材料检验证明、验收报告或其他文档资料，它们是交货的重要组成部分且要与发票分开交付给我们。如有可能，请将文件与货物分开单独发送，文件必须单独包装。

(4) Our payments constitute neither an acknowledgment of performance nor a waiver of warranty rights.

我们的付款既不表示承认业绩，也不表示放弃保修权利。

5. Delivery and shipping

交货与运输

(1) We shall accept only those quantities or numbers of units which we have ordered; this shall also apply to products which are specially made for us ("Special-Made Products"). Any delivery overages or underages are permitted only with our prior written approval.

我们只接收符合我们订购数量或件数的货物；这也适用于那些专门为我们制造的产品（“特殊件”）。过量或少量交货要有书面协议才能被允许。

(2) In order to make any advance and partial deliveries, this must be requested in writing and must be approved by our purchasing department. Deliveries of samples must be labeled as such.

提前交货和部分交货必须以书面形式提出申请，并要求我们的采购部门批准。样品交付要特殊标识。

(3) The shipment shall be made at your risk. With regards to purchasing agreements, risk shall be transferred to us when the receipt of the goods has been confirmed by our designated incoming delivery receiving centre. With regards to agreements for work and services or agreements for work and materials, the transfer of risk shall be made, even if the parts required by you for the execution of the order are being stored by you upon our company premises or at our designated incoming delivery receiving center, no earlier than when the entire order is completed and we make acceptance.

装运风险由您承担。如果是采购合同，只有当货物在我们指定的交货点被确认接收，风险才转由我们承担。如果是产销合同的情况下，只有在总订单完成并被我们验收后，风险才能转移。即使完成订单所必需的部件已被运送或存放公司或公司所指定的交货地点，风险也不能转移。

(4) The acceptance of a delivery upon our part shall be made only if the required delivery notice is also provided.

货物只有随带相应的送货单，我们才能验收货物。

(5) Each order must be individually packaged.

每个订单的货物都要单独包装。

(6) Incoming deliveries must be made exclusively on working days (Monday to Friday) during 9:00 am – 12:00 pm, 13:00 pm – 16:00 pm.

所有到货均应在工作日（周一至周五）的上午9:00 至12:00 和下午13:00 至16:00 期间交付。

6. Packaging

包装

(1) The goods must be packaged in an environmentally-friendly manner and in such a way that transport damage is prevented. Packaging materials must be used in the scope which is required for the attainment of this purpose.

货物的包装必须要环保，并且能防止运输损坏。要选择使用能保证这一包装要求的包装材料。

(2) We may send packaging to you at your expense and risk.

我们可在由您承担费用和风险的情况下向您发运包装物。

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(3) If, as an exception, packaging costs are separately billed to us if this is mutually agreed, then we shall be entitled to send back the packaging to you freight-paid which is in good condition against a refund of 2/3 of the value specified on the invoices for this.

若由于特殊情况且在双方均同意的情况下，我们被另外收取了包装费用，则我们有权以运费付讫形式向您发回完好无损的包装物，此时相关发票所列金额的2/3 必须退还给我们。

7. Dates of delivery/performance

交货日期/绩效

(1) The agreed timeframes for delivery or performance are binding. The timeliness of the deliveries shall be based upon when the goods and documentation are received by our designated receiving or utilisation center; for the timeliness of deliveries with installation or mounting work as well as other services, the timeliness shall be based upon their acceptance and the receipt of the documentation. Any changing of the delivery timeframe which deviates from Clause 2 Paragraph (3) without the corresponding approval of our purchasing department shall not prevent the supplier from entering into default on the originally agreed delivery date.

商定的交付日期或绩效是有约束力的。交货日期必须按照采购订单中约定的交付条款执行。货物交付的及时性应依据我司指定的接收或使用中心收到货物和相关文件的时间而确定；安装/装配工作及其他服务的履行及时性应依据上述服务被验收且相关文件被收到的时间而确定。在未获得我们采购部批准的情况下，对第2条第（3）款规定的交付/履行时限进行任何变更均不影响您确认的原定的交付日期。

(2) If you recognize that an agreed delivery timeframe cannot be met owing to any reasons, then you must immediately notify our purchasing department of this in writing while stating the reasons for and the anticipated duration of the delay.

如果您认识到，由于某种原因而导致不能满足商定的日期，那么必须立即书面通知我们的采购部门并说明理由和预期的延迟时间。

(3) If a delivery timeframe is not agreed, then you must render performance within two weeks from the date the order was made. You shall be at liberty to document the appropriateness of a longer delivery timeframe.

未约定交付时限的，您必须在自下单之日起两周内交付。如果需要更长的期限，您应自行证明上述更长期限的必要性。

8. Force majeure and labour disputes

不可抗力 and 劳资争议

(1) Force majeure and labour disputes involving our company shall release us from our delivery acceptance and payment obligations for the duration of the disruption and in the scope of their effect. We assume no liability for service disruptions and damages caused by force majeure or labour disputes at our company.

如果我们的企业运营中出现了不可抗力和劳资争议，那么在干扰期中及其影响范围内将不受验收义务和支付义务的约束。对于服务中断以及由于不可抗力或劳资争议而产生的损失，我们将不承担任何责任。

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(2) We shall be, in whole or in part, released from the obligation to accept the ordered product/service and shall be entitled to withdraw from the agreement if the product/service is no longer usable owing to the delay caused by force majeure or the labour disputes.

如果因为不可抗力或劳资争议导致服务/交货延误而对我们不再可用,我们可以全部或部分解除所订购货物/服务的验收义务,甚至有权撤销合同。

9. Design and directives to be followed.

应遵守的设计和指示

(1) Regardless of fault, you shall guarantee that all deliveries/services are suitable for both their intended and correct, safe and economic use. Regardless of fault, you shall further guarantee that all deliveries/services correspond to the latest state of technology, the relevant legal provisions and the directives, guidelines and norms of governmental agencies, professional associations and trade bodies as amended. Your guarantee shall also apply to all corresponding provisions in the end customer's country if you were aware of them or have been aware of them. If a declaration of conformity with CE symbol or a declaration of incorporation is prescribed for your product in accordance with the EC machinery guideline 2006/42/EC, a confirmation of the risk assessment carried out in accordance with the EU standards shall automatically become a component of our order. When processing orders, you must ensure compliance with all applicable legal rules and regulations, particularly regulations on environmental protection, hazardous materials and accident prevention and ensure the safety of the supply chain in accordance with the customs regulations as well as the generally recognized technical safety requirements and our specified requirements. Any supplemental agreements shall not affect these obligations. If, in the individual case, deviations from such directives or agreements are required, then you must obtain the written approval of our purchasing department for this. If you have objections to our desired designs, then you must immediately notify us of them in writing. Furthermore, you shall be obliged to notify us of the required measures for the integration of your product.

无论是否涉及过失,您均应保证,所交付的所有货物以及所履行的所有服务均适合其预期的、正确的、安全的和经济的用途。无论是否涉及过失,您都应进一步保证,所交付的所有货物以及所履行的所有服务均符合最新的技术、相关法律规定及政府部门、专业协会和贸易机构的指令、准则和规范(以修订版为准)。您的保证还应适用于最终用户所在国的所有相应规定,您应知晓或被告知该规定。如果您的产品被规定要有针对CE-标记的一致性声明或者符合欧盟机械准则2006/42/EG的安装声明,那么按照欧盟标准履行的危险性分析报告的副本自动成为我方订购内容的一部分。在处理订单时,您必须确保遵守所有适用的法律法规,尤其是有关环保、有害物质和事故预防的规定,及依照海关条例和公认的安全技术要求和我们指定的要求确保供应链的安全,并且任何补充协议均不应影响该义务。在个别情况下,需要背离此类指示或协议的,您必须获得我们采购部的事先批准。若您对我们预期的设计存在任何异议,则必须立即书面告知我们。此外,您有义务向我们告知您整合产品的必要措施。

(2) You shall be obliged to use environmentally safe products and procedures for your deliveries/services and also for the deliveries or ancillary services of your third-party suppliers/service providers to the extent that this is economically and technically feasible.

对于您以及您所聘用的第三方供应商/服务提供商所交付的货物/所履行的服务,在经济和技术上可行的情况下,您有义务使用环保型产品和流程。

(3) You shall be liable for the environmental compatibility of the products and packaging materials supplied and for all consequential damages which are caused by the violation of your statutory waste disposal obligations. Upon our request, you shall issue a quality certificate for the goods supplied.

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如果破坏了法律规定的排废义务，您将承担所供应货物、包装材料及所有对环境造成间接损失的后果。在我们的要求下您需出具交付货物的检验证书。

(4) You shall guarantee at least a max. sound pressure level of 72 dB(A).

您应保证最大声压级至少不超过72分贝。

(5) The varnishing must be carried out with base and top coat, whereby both coatings shall consist of two-component varnishes and shall be permanently resistant to cutting fluids, oils, oil-removing agents and the like. Bearing surfaces, blank sections, rating or identification plates on components, tubes, synthetic parts and the like should not be given a coat of paint.

涂层必须由底漆和面漆组成，并且两种漆都由双元素漆组成且能持久承受冷却液、油、去油清洁剂和类似物质的作用。部件、管道、合成零件和类似物体上的踏面、空白部分、铭牌或标识牌均不得涂抹油漆。

(6) If, in conjunction with your delivery/service, you must render work upon our company premises, then the following shall apply: If the unavoidable work could cause a fire and/or pose a risk to the environment, e.g. welding work and/or chemically hazardous work on our factory premises on fire and/or explosion-endangered systems, such as oil containers, cable systems, etc. or in their close proximity, then such work may be carried out only with the approval of the competent operations manager. If nothing to the contrary is agreed, then you must provide trained fire prevention personnel. After completion of the work, subsequent controlling measures must be carried out. This shall also apply to dismantling and scrapping work.

如果与您的交货/服务相关的工作必须在我们的工厂用地上进行，则适用以下规则：如果与环境风险相关的工作，例如在我们的厂房用地的易燃易爆设备（如储油罐、线缆设备等）以及附件上必须要进行焊接和/或化学危险性作业，那么必须得到相关主管的批准才能进行。没有其他约定的话，要配备一个训练有素的消防值班人员。工作结束后要检查一遍。这也适用于拆卸和拆除工作。

(7) The contractor shall ensure that the ordered products/equipment/machines/services likewise reflect state-of-the-art technology in terms of safety, environmental and energy-relevant aspects. The energy efficiency of the offered products, equipment and services in particular, as well as the economic aspects, are crucial to our order placement.

供应商确保订购的产品/设备/机器/服务在安全/环境和能源相关方面使用了最先进的技术。特别是，除经济方面的原因外，您所提供的产品、设备和服务的能源效率对我们的采购决策至关重要。

10. Occupational safety

职业安全

On accepting the order, you declare that the occupational safety regulations of GROB, including all requisite statutory specifications and directives, are fully observed and fully complied with in case of any agreed works on our company premises as well as the safety regulations of our end customers based on the currently valid end customer regulations in case of any agreed works on the end customer's company premises by you and your employees and/or any commissioned subsuppliers. In case of any works on our company premises, in particular the documents FB 3.2-15 "Safety instructions for the Outsourcing vendors' employees" shall apply in their currently valid version. You have to ensure that the relevant employees and/or commissioned subsuppliers have been briefed on these safety regulations and that they are applied on the GROB premises or the premises of the end customer. You shall be fully responsible and liable.

您接受我们的订单后，即表示您向我们确认遵守格劳博所有必要的安全生产规章制度，法律要求和指导原则，在我们的公司场地上进行约定的相应作业时遵守我们终端客户各自最新的安全规定（出自当前适用的终端客户规

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定），在我们终端客户的公司场地上进行约定的相应作业时，您和您的员工和/或必要时的分包商都应全部、完全遵守这些规定。在我们的公司场地上进行约定的相应作业时尤其适用当前版本的文件**FB 3.2-15**《对外部公司人员的指导准则》。您需要保证在任何一种情况下，与之相关的员工和/或在可能的情况下由您所委派的分包公司预先接受全方位的安全规定培训与指导，这些安全规定将在格劳博或者最终用户当地应用。与此有关的责任和义务完全属于您。

The person you arrange to work in our plant must be a worker who has signed a written labor contract and paid social insurance. If a special position, the operator needs to be qualified with relevant qualification certificate before entering the working area. Your working project / scope is independent, but the safety of the operator must be guaranteed. In case of injury, you need to undertake all liability independently and comprehensively.

您所安排进入我公司厂区作业的人员必须是已经签订了书面的《劳动合同书》、且已经缴纳了社会保险的劳动者。如果特殊岗位，作业人员需要持有相关资质证书方可进入厂区施工。您的施工项目/范围是独立的，但要确保作业人员的人身安全。若发生伤害事件，您需要独立的、全面的承担所有赔偿责任。

11. Examination/notification of defects

缺陷检查/通知

(1) We shall immediately notify you in writing of any obvious defects as soon as they are discovered during the ordinary course of business operations, but nonetheless no later than within 10 working days after we receive the delivery. The adherence to this timeframe shall be based upon when the notification of defects is sent.

在日常业务操作过程中一旦发现显而易见的缺陷，我们将立即以书面形式通知您，最晚在交货后10天内发出书面通知。以投诉的发送作为核实期限的依据。

(2) The costs for any defective delivery/performance shall be borne by you.

由于货物/服务存在缺陷所产生的费用均应由您承担。

(3) The signing of a delivery note shall not be considered to be an acknowledgment of unit figures, weights and measures as well as that the delivery or service has fulfilled contractual requirements.

在送货单上签字并不表示认可交货或服务的数量、重量和尺寸或确认所交付的货物/服务满足合同要求。

12. Non-contractual delivery/service

不符合合同要求的交货/服务

(1) If you do not properly fulfill your contractual obligation in accordance with the affected agreements or statutory directives, then we shall be entitled to our statutory claims in unrestricted fashion. This shall apply particularly if the performance owed is not rendered, not rendered in a timely manner or is flawed.

如您未依照相关协议或法定指示妥善履行自身合同义务，我们有权不受限制地提出法定索赔。该规定尤其适用于以下情况，即需履行的义务未被履行、未被及时履行或履行结果存在缺陷。

(2) In the event of the defectiveness of the delivery or service, we shall be entitled to, at our discretion, demand that you eliminate the defect or deliver a new object. We expressly reserve the right to damage compensation, particularly to damage compensation instead of performance.

当交货或服务有缺陷时，我们有权要求您按照我们的要求纠正缺陷或交付一个新项。要求赔偿的权利，特别是要求赔偿而不是服务时，将特意保留。

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(3) Notwithstanding the rights specified in Paragraph (2), we shall be entitled to undertake the elimination of the defect or have it undertaken by a third party at your expense and risk if you do not fulfil your subsequent performance obligation within an appropriate notice period we have set or looming danger or a special urgency exists.

尽管存在第（2）款所列的权利，但若您未在我们规定的通知期限内履行自身后续的义务，或存在迫近的危险或特别紧急的情况，则我们有权在您承担费用和风险的情况下，自行或由第三方消除上述缺陷。

(4) The statute of limitations period for claims for defects shall begin on the date that acceptance is made by our end customer who is specified on our written declaration of acceptance and shall correspond to the timeframe for which we must provide a warranty to our end customer. If our declaration of acceptance contains no information about the end customer or the duration of our warranty period, then the statute of limitations period shall begin to run when the delivery object is transferred to us or our designated third party at our designated receiving or utilization centre and shall amount to three years. If acceptance is delayed through no fault of your own, the warranty period shall begin to run when the

delivery object is ready for acceptance.

缺陷索赔的法定时限应自我们书面验收声明中所列的我们最终客户的验收之日起开始，并不得低于我们必须向该最终客户提供质保的时限。我们验收声明未包含有关该最终客户或我们质保期限之信息的，上述法定时限应为自交付对象在我司指定接收或利用的中心被转移给我们或我们指定第三方时起开始并不超过三年的期限。若延误验收并非由于您的过错所致，则上述质保期应自交付对象准备验收时起开始。

(5) The lapsing of the statutory timeframe for claims for defects shall be suspended from the time that the notification of defects is made until the delivery component becomes usable in a defect-free manner. For repaired or replaced parts, the warranty timeframe shall begin anew at this point in time.

自缺陷通知出具之时，缺陷索赔的法定时效期限应暂停计算，直到所交付的部件可用且不存在任何缺陷后才开始继续计算。对于所修理或替换的零件，质保时限应在修理或替换后重新开始计算。

(6) If the agreed delivery timeframe is not adhered to owing to sets of circumstances for which you are responsible, then we shall be entitled, after the fruitless lapsing of an appropriate extension period we have set, to demand at our discretion damage compensation instead of performance, to procure replacement goods from a third party at your expense or to withdraw, in whole or in part, from the agreement.

如果因为您无法遵守约定的交货日期，在我们规定的期限届满后无果而终，那么我们有权享有合理的宽限期，按照我们的选择要求赔偿，作为第三方来赔偿费用或全部或部分退出合同。

(7) You may avail yourself of the defence that the necessary documents were not provided which we were required to provide if you have requested the documents in writing and have not received them within an appropriate timeframe.

如果要以没有得到我们应该提供的文档为理由为自己辩护，您必须已经通过书面形式索取过文档，而且是在合理的期限内仍未得到的。

(8) In the event of delayed delivery, we shall, notwithstanding the rights mentioned in Clause 12 Paragraph (1), be entitled to demand 1 % of the total net order value for each day begun of the delay, but nonetheless at most 10 % of the total net order value for the damages created by the delay without our being required to document damages. Nonetheless, you shall be at liberty to document lesser damages. We reserve the right to assert more extensive damages. The assertion of lump-sum default damages may be made until the final payment is made.

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出现延误交付的，即使存在第12条第（1）款提及的权利，对于因延误所造成的损害，我们仍有权要求按照每日订单总值1%的比例而获得赔偿，但赔偿总额不得超过订单总值的10%，且上述损害无需我司证明。但是，如果您认为实际损害低于我们所提出的金额，贵司有权自行进行证明。我司有权根据损害对您提出更高层次的索赔。我司可提出一次性损害赔偿金，直至最终付款完成。

(9) For orders with partial deliveries, we shall also then be entitled to withdraw from the entire agreement if you do not properly fulfil your contractual obligations for even one partial delivery.

对于仅部分交付的订单，即使贵司仅有一次因未足额交付而未能妥善履行自身合同义务，我司亦有权退出整个协议。

13. Product liability

产品责任

(1) You shall indemnify us from all third-party damage compensation claims owing to product and manufacturer's liability for damages if and to the extent that their cause lies in your sphere of dominion and organization and you yourself shall be liable to such third parties. In such cases of damages, you shall also be liable for the costs of any required recall campaigns and for those damage compensation payments (including any corresponding legal defence costs which become required), to the rendering of which we find ourselves required to make upon an out-of-court basis to the third party – subject to the consideration of your interests. Any other statutory claims shall remain unaffected.

如果在您的管辖或管理范围内出现了损害原因，您将负担全部第三方产品和制造商的损害赔偿责任，并且您将对第三方自行负责。在这种情况下您也将承担可能出现的必要的召回费用并为那些损害赔偿(包括以诉讼为目的的所有费用)负责，也要承担我们在充分理解并考虑到您的利益基础上的对第三方进行庭外调解的费用。其他法律要求不受损害。在造成损害的情况下，您还应负责承担所有召回活动的费用，以及我们在考虑您利益的前提下认为无须法院判决就应向第三方赔偿的相关损害赔偿金（包括任何所需的法律辩护费用）。其他任何法定索赔不受任何影响。

(2) You shall likewise assume all costs for measures which are required for the (also providential) fault elimination, particularly owing to our product controlling obligation.

您还要承担所有针对（甚至是预防性）故障排除措施的成本，特别是基于我们产品监控义务所引发的措施。

(3) You shall label the delivery objects in such a manner that they are permanently recognizable as being your products and can be tracked and traced.

请标注好您的产品，这样可以长期识别以及方便回溯及召回您的产品。

(4) You shall insure yourself against all risks owing to product liability in an appropriate scope and shall, upon our request, submit the insurance policy to us for our review.

您应自行针对由于产品责任产生的所有风险而购买适当范围的保险，且应在我们要求时，向我们提交保险单，以便我们审阅。

14. Quality assurance

质量保证

You must carry out quality assurance corresponding to the latest state of technology which is suitable in manner and scope and document this to us upon request. For all components which are

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to be supplied to us, you shall carry out a documented outgoing goods inspection regarding all features which are required for the impeccable function of the delivery object. Upon request, the testing protocols must be submitted to us for our review, but nonetheless must be archived in any case for a period of 10 years. Provided that we consider this to be required, you shall conclude a corresponding <quality assurance agreement> with us.

您需要提供与各种类型以及所涉及到的范围内最新技术相符合的质量保证并提供相应证明。对所有交付给我们的部件应有一份记录在案的发货审查，和针对交付货物必要特征的功能完备审查。请保存好检验报告以便查看，无论如何请将检查报告保存10年。如果我们觉得有必要，您需与我们签署一份《质量保证协议》。

15. Replacement parts, service and maintenance

备件、服务和维修

(1) You shall be obliged to supply to us replacement parts for a minimum of 10 years after the lapsing of the warranty period for a product you have supplied to us.

您有义务在从贵司购买的产品其保修期到期后的至少10年内向我们提供备件。

(2) In addition, you shall guarantee that qualified technical personnel as well as expendable and replacement parts are provided within 24 hours after our factory has requested them – even after the lapsing of the warranty. This provision shall apply if you receive the request from Monday to Friday between 8:00 a.m. and 4:30 p.m. If a notification is made after 4:30 p.m., the timeframe shall begin to run from 8:00 a.m. on the following working day.

此外您需保证，在需要维修时，能够确保24小时内提供给我们优秀的专业人员以及所需的备件，即便在保修期过后。您在周一至周五上午8:00至下午4:30期间收到上述要求的，本规定才适用。若通知在下午4:30后送达，则相关时限应自第二个工作日上午8:00起开始计算。

(3) Upon conclusion of a maintenance contract, the following aspects will be considered by the contractor or their assigned sub-contractor at all times:

- Compliance with occupational health and safety regulations
- Any instructions and recommendations on environmental protection and energy-saving measures must be notified to us in advance.

(3) 在签订维修合同时，供应商或者其分包商应当始终考虑以下方面：

- 遵守职业健康和安全；
- 就有关环境保护和节能的任何指南和建议应事先通知我们。

16. Advertising

广告

The affixing of company nameplates, engravings, etc. on the products you are to deliver is permitted only up to a maximum size of 120 mm x 80mm and only in the not directly visible area of the end product.

交货产品上标有公司标志的铭牌，其允许的最大尺寸为120 mm x 80 mm 并只允许刻在成品非直接可见处。

17. Third-party rights

第三方权利

(1) You shall guarantee that all deliveries are free of third-party rights and that patents, licenses or other third-party proprietary rights are not violated by the delivery, usage, reprocessing or resale of the delivered objects.

您将保证所有交货行为都不涉及第三方权利，特别是在交货、使用、加工或转售货物时不会对第三方造成专利、许可证或其他方面的损失。

(2) At your expense, you shall defend us and our customers against all third-party claims arising from the violation or restriction of the rights mentioned in the aforementioned paragraph (1) and shall indemnify us in this regard from all court costs and other damage compensation claims. For this purpose, we shall notify you of any claims asserted against us as well as of any warding-off measures and settlement negotiations we undertake.

所有由第三方提出的因侵害其在第(1)所列的权利的要求，您必须为我们及我们的客户做无责辩护，费用由您承担。我们不承担任何诉讼费用及赔偿。如果有人向我们提出要求，我们将通知将要作出的防御措施或和解谈判。

(3) If claims are asserted against us, or expected to be asserted against us, owing to the restriction or violation of the rights specified in the aforementioned paragraph (1) in conjunction with the objects you have supplied, you must immediately obtain an unrestricted right of usage at your expense or supply contractual replacement goods which are free of third-party rights. If neither is possible within an appropriate timeframe we set, we shall be entitled to withdraw from the agreement and demand damage compensation.

如果对由您交付的货物因上述第(1)段所描述的侵权，而被提出诉讼或赔偿要求，您需免费提供给我们一个无限制的使用权或按照合同，提供不涉及第三方权利的备用物件。如果对双方来说不能达到约定的合理的期限，那么我们有权解除合同，并要求赔偿对我们造成的损失。

18. Subcontracting/offsetting

分包/抵销

(1) The subcontracting of the order or essential parts of it to third parties without our prior written approval is not permitted and shall entitle us, in whole or in part, to withdraw from the agreement as well as to demand damage compensation.

在未经我司事先书面批准的情况下，禁止将订单或其重要部分分包给第三方，若发生上述分包行为，我们有权全部或部分退出本协议并对您提出相应的索赔。

(2) You may only offset with counterclaims or exercise a right of retention, if and to the extent that your counterclaim is deemed indisputable or validly determined.

您仅可凭借进行反索赔或者行使保留权而进行抵销，但前提是您的反索赔被视为无争议或被有效认定。

(3) Notification of important matters

Your company has the following circumstances; you need to inform us within ten days after the occurrence:

- Your company and your mother company's shareholders or actual controllers have changed.
- Your company is involved of major litigation and arbitration cases (the amount of which is more than 5 million RMB is a major case);

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- your company receives the notice of rectification after being examined by the administrative organ, and is related to the main business.

If you fail to inform us in time of the above-mentioned situation, we can immediately stop cooperation with your company after we know, and do not assume any responsibility.

重大事项告知

您公司出现下列情况，需要在出现后十日内告知我们：

- 您公司及您的母公司股东或实际控制人发生变更；
- 您公司涉及重大诉讼案件、仲裁案件（金额在500万元人民币以上则为重大案件）；
- 您公司受到行政机关的检查后收到整改通知等文件，且与主营业务有关；

若出现上述情况您未能及时告知我们，在我们得知后可以立即停止与您公司的合作，且不承担任何责任。

19. Right of rescission in the event of financial deterioration

资产状况恶化时的撤销权

If, after the contractual conclusion, an essential deterioration of your financial circumstances occurs and the assertion of our contractual and legal claims against you is endangered, we shall be entitled to, in whole or in part, withdraw from the agreement. The deterioration of your financial situation shall then be considered to particularly exist if individual debt enforcement proceedings are commenced against you, an important loan request upon your part is rejected, you discontinue payments or a petition is filed to commence bankruptcy proceedings for your assets.

合同签署后如果您的资产状况发生严重恶化，同时我们的契约要求和法律诉讼的权利受到了威胁，我们有权撤回全部或部分合同。资产状况恶化，特别是当您被单个债权人要求清算还债、重要贷款被拒绝，您停止支付或申请破产保护时。

20. Retention of title

保留所有权

Any ownership rights to the objects supplied by you which extend beyond the simple retention of ownership, particularly an expanded or extended retention of ownership, shall be excluded.

对于您所供应货物的任何所有权而言，如果上述所有权超出了简单的所有权保留，尤其是扩大或延长的所有权保留，均应被排除在外。

21. Place of performance, legal venue, applicable law

履行地，司法管辖权，适用法律

(1) Unless something to the contrary has been expressly agreed, the place of performance for the delivery obligation shall be our designated shipping address or utilization site; for all other obligations of both parties, the place of performance shall be the location of GROB Dalian No.105 Tieshandong Road Jinzhou New District, 116600, Dalian, PRC.

除非另有明确约定，交货义务的履行地是我们指定的送货地址或使用地点，对双方其他的义务，则为格劳博大连的厂址：中国大连金州新区铁山东路105号。

(2) The jurisdiction for any disputes between the parties under the contract is Dalian in China.

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合同关系中的各个合同方之间如有争执，司法管辖区为中国大连。

(3) The law of the People's Republic of China shall apply for any legal relationships subject to the exclusion of the reference norms of international private law.

对于您与我们之间所有的法律关系，只适用中华人民共和国的法律。

(4) In the case of the invalidity of individual clauses in the contract, the validity of the other clauses of the contract remain unaffected. Ineffective clauses are to be replaced by those which most closely replicate the purpose sought and its financial significance.

当单个合同条款无效时，其他条款仍旧有效。无效条款将被那些具有相近目的和经济意义的有效条款替代。

22. General requirements

通用要求

Internally as well as in our cooperation with our suppliers we pay particular attention to the topics industrial safety, energy savings, environmental protection, social responsibility, and the compliance with corresponding codes of conduct.

无论是公司内部还是跟我们的供应商协同工作，我们都非常重视职业安全、能源节约、环境保护、社会责任、以及遵守相关法令等议题。

Therefore, the following points are basic principles for the cooperation with our suppliers. We expect that you and your employees follow and integrate these points in your decisions and processes. The order of the points does not specify any order of importance.

因此，以下几点就是跟我们的供应商合作的基本原则。我们期待您和您的员工要重视并持续性地把它们融入到你们的决策和操作过程中去。单独各条原则的排列顺序跟它的重要程度没有任何关系。

Persons should not be harmed when carrying out their activities. The protection of the integrity of the person must be the most serious conviction for managers and supervisors.

人们不应该因其正确的作业活动而受到伤害。保护个人诚信必须是公司管理层和上级的最高利益。

Active and continuously developed industrial safety (includes, among others, the provision of the necessary personal protective equipment for your employees) is the basis for the avoidance of any adverse health effects.

积极而且不断改善的职业安全保护（其中包括为您的员工需要提供的人员防护装备）是避免各种健康损害的基础。

Regular and strict compliance with all the applicable laws, regulations and requirements provide a complete compliance with the normative demands.

有规律地评估对您有效的所有法律、法规的相关更新，从而保证了和规范上的要求是严格一致的。

When assessing operational actions, also social and ecological aspects have to be considered (concept of sustainability).

评估企业的实际操作时也要从社会和生态的角度（可持续性发展）考虑问题。

The universal human rights and the principles of equal treatment have to be protected. Any child labour must be strictly rejected, and any mobbing actively prevented.

普通的人权和一视同仁的基本准则要得到保障。要坚决抵制雇用童工，严格禁止虐待。

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Special attention should be paid to a fair remuneration on the part of the contractor. Corresponding national law is taken into consideration.

公平的报酬应该作为合同的一部分，这一点需予以特别重视。相应的国家法律应予以考虑。

On the premises, the freedom of assembly of the employees must be guaranteed within the scope of the applicable national law.

在此前提下，员工的集会自由必须在适用的国家法律的范围内得到保证。

No employee shall suffer any disadvantage from their joint protection of the rights of employees, for example in collective bargaining.

任何员工不得因为参与了保护员工利益的集体谈判，而遭受任何不利。

Any kind of corruption and bribery has to be rejected and fought with all suitable measures.

各种类型的腐败、贿赂和贿赂性行为必须被毫不迟疑地拒绝，并采用针对性的方法加以制止。

Used minerals/raw materials such as tungsten, tantalum, gold, silver, tin or rare earths, as well as ores such as coltan, must not come from civil war or conflict regions. There may be an obligation to furnish proof (freedom of conflict).

矿产品及原料，如钨、钽、金、银、锡、稀土，以及矿石，如钶钽铁矿石，不得来自内战或冲突地区。如有需要，需提供相应的无冲突证明。

The continuous promotion and further development of the employees is an essential element for the sustainability of your company.

对员工的提拔和持续培养是企业可持续性发展的重要基石。

The continuous analysis and current reduction of the energy consumption avoids the wastage of energy in the operating environment (production, administration, services, buildings, etc.) and contributes to the manifestation of sustainable economic activities. The same applies to the promotion of and the gradual increase in the use of renewable energies as well as the resource-saving use of raw materials.

持续的和不断的能耗降低能避免企业运营领域里（生产、管理、服务、厂房等等）能源浪费，并且有助于造就可持续发展的经济体。这同样适用于促进和不断地增加可再生能源的使用，以及有资源保护意识地对待原材料。

We shall be entitled to process and to save the data received in connection with the business relationships through the contractor and, where applicable, also through its subcontractors as defined by the Federal Data Protection Act, insofar as this seems appropriate and unobjectionable for the performance of this contract. The contractor acknowledges this and agrees that we can collect, save, process and use personal data pursuant to the statutory provisions of EU-GDPR (EU General Data Protection Regulation), such data being associated with the mutual business relationship with the contractor and, where applicable, its subcontractors, and can also transmit these data to those companies of GROB Machine Tools (China) Co., Ltd. affiliated with the client for the purpose of maintaining and processing proper business transactions and payments. The statutory and operational provisions concerning data protection must be observed. The contractor shall obligate the employees and vicarious agents, and also their affected and involved subcontractors that come into contact with the contractually due service, to these General purchasing terms and conditions and shall hand out such conditions by GROB at their request.

我们有权在《德国联邦数据保护法》的意义上处理和储存业务关系框架内来自供应商与可能情况下来自其分包商的数据，前提是这在合同执行的框架内是适当的以及法律上无可非议的。供应商特此知悉并同意，我们可以按照欧盟DSGVO的法律规定（《欧盟数据保护法规》）这样收集、存储、处理和使用个人数据，这些数据同我们

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与供应商以及可能情况下的其分包商之间的相互合作关系有关，而且，这些数据也可以被传递给格劳博机床(中国)有限公司分支机构的关联企业，以维护和处理正确的业务交易并处理付款。必须遵守有关数据保护的法律和经营性规定。供应商应当相应地要求员工和代理人，以及相关的和涉及合同待交付服务的下游供应商遵守格劳博的一般性采购条款，如果其有需求，应当把相应的规定文件交给他们。

23. Languages:

语言

This document is written in English and Chinese. The two versions shall be equally valid. In case of discrepancies between the two versions, the Chinese language version shall prevail.

此文件以中、英、两种语言书就。两种语言版本应具同等效力。若两种文本之间出现歧义，应以中文版本为准。

End of the text.

以下无正文