

General Terms & Conditions of Purchase 公司采购通用条款

1. General – Scope

概述 - 范围

STELA Laxhuber GmbH China hereby authorizes SHANGHAI XINGBAILI MACHINERY CO., LTD. represent STELA Laxhuber GmbH China with the exclusive right for procurement in China.

谨此施德兰干燥技术（上海）有限公司授权上海兴百利机械有限公司，代表施德兰干燥技术（上海）有限公司在中国独家负责采购权利。

The authorization shall remain long term or until it's decline by STELA Laxhuber GmbH China upon written notice. 本授权长期有效或由施德兰干燥技术（上海）有限公司书面通知变更。

- a) Our Terms and Conditions of Purchase apply exclusively; only the full scope of the Terms and Conditions of Purchase for our companies is accepted and no conflicting terms and conditions of sale may be asserted.
只有我方的采购条款和条件适用；仅接受我们公司的全部采购条款及条件，不接受任何与之冲突的销售条款和条件。
We only order according to our general terms of purchase. you also confirm the sole validity of our conditions of purchase, waiving any conflicting terms of delivery and payment of your company.
我们只根据我们的通用购买条款进行订购。您也确认了我们购买条款的唯一有效性，放弃了贵公司任何有冲突的交货和付款条款。
- b) Only written orders are binding; orders placed verbally or by telephone require written confirmation to become effective.
只有书面命令才具有约束力；口头或电话订单需要书面确认才有效。
- c) Our Terms & Conditions of Purchase apply only in respect of companies within the meaning of the Chinese Civil Code.
采购条款和条件仅适用于中国民法典所指的公司。
- d) Our Terms and Conditions of Purchase also apply to all future transactions.
采购条款和条件也适用于所有未来的交易。

2. Acceptance of offer – Order confirmation – Offer documentation

接受报价 - 订单确认 - 报价文件

- a) The supplier is obliged to accept our offer in writing within one week; thereafter we are no longer bound by the order or our offer.
供应商有义务在一周内以书面形式接受我方报价；此后我方将不再接受订单或报价约束。
- b) The declaration of acceptance may also be made by email or fax. Reference must also be made to the order number in the order confirmation and all subsequent correspondence.
接受报价声明也可通过电子邮件或传真进行。必须参考订单确认书中的订单编号以及所有后续信函。
- c) We reserve proprietary rights and copyright to illustrations, drawings, calculations and other documents; they must not be made accessible to third parties without our express written consent. They will be used exclusively for production on the basis of our order; after completion of the order, they must be returned to us without an explicit request to do so. They will be kept

confidential from third parties; to this extent, the provision of Section 12 of these General Terms and Conditions also applies.

我方保留插图、图纸、计算书和其他文件的专有权和版权；不得让第三方接触这些信息。未经我方明确书面同意。它们将仅用于根据我们的订单进行生产；在完成订单后，在没有明确要求的情况下必须将其退还。插图、图纸、计算书和其他文件需对第三方保密；对此本通用条款第 12 条的规定也适用。

3. Prices – Payment terms

价格 - 付款条件

- a) The price indicated in the order is binding. In the absence of any alternative written agreement, the price is DAP as per INCOTERMS 2020®, including packaging. Return of the packaging requires a separate agreement.
订单中所示价格具有约束力。在没有任何替代书面协议的情况下，价格为根据《国际贸易术语解释通则 2020》规定的目的港交货价格，包括包装。退还包装需要另外商议。
- b) We are able to process invoices only if – in accordance with the requirements of the IPPC standard ISPN 15 in our order – they specify the order number given there; all consequences ensuing from failure to fulfil this obligation are the responsibility of the supplier, unless the supplier is able to demonstrate that it is not responsible for that failure.
我方能够接收发票，但需要按照我方订单中 IPPC 标准 ISPN 15 的要求——发票中规定了订单号；未能履行该义务而导致的所有后果均由供应商负责。
- c) Unless agreed otherwise, we will pay the purchase price within 14 days of delivery and receipt of invoice.
除非另有约定，我方将在收到发票后 14 天内支付货款。
- d) Rights of offsetting and retention are available to us to the extent permitted by law.
我方可在法律允许的范围内获得抵消和保留的权利。
- e) Invoices for partial services will be due for payment and paid by us before completion of the whole order only by prior written agreement.
部分服务的发票将到期支付，只有在事先书面同意的情况下，我们才会在完成整个订单之前支付。
- f) The supplier is not entitled to assign claims that it has against us or to arrange for them to be collected by third parties.
供应商无权转让其对我方的索赔或安排由第三方催收。
- g) The supplier is entitled to offset against our claims or assert a right of retention against us only if (and insofar as) its claim is uncontested or its counterclaim is legally established.
只有在其索赔无异议或其反索赔合法成立的情况下，供应商才有权抵消我方的索赔或对我方主张保留权。
- h) On delivery of production material, the supplier undertakes to provide us with the items supplied (or parts thereof) as spare parts for a further 15 years from the end of the supply relationship under appropriate conditions.
在交付生产材料时，供应商承诺在适当的条件下，从供应关系结束之日起，向我方提供所供应的物品（或其零件）作为备件，并维持提供 15 年。

4. Delivery period

交货期

- a) The delivery period specified in the order is binding.
订单中规定的交货期具有约束力。
- b) The supplier is obliged to notify us promptly in writing if circumstances arise or become known to it that mean the agreed delivery period cannot be met.
如果出现或得知无法满足约定交货期的情况，供应商有义务立即以书面形式通知我方。
- c) In the case of large deliveries, notification of the delivery date will be given three working days in advance. Expenses incurred by the supplier as a result of failure to coordinate with us in advance will be borne by the supplier. As far as possible, delivery will be made at the following times:
如果交付量较大，应提前三个工作日通知交付日期。供应商因未提前与我方协调而发生的费用由供应商承担。
尽可能在以下时间交货：
- | | |
|-------------------|---------------|
| Monday – Thursday | 07:30 – 16:00 |
| 周一 – 周四 | 07:30 – 16:00 |
| Friday | 07:30 – 10:30 |
| 周五 | 07:30 – 10:30 |
- Deliveries at other times must be agreed in advance by telephone.
在其他时间交付时，必须事先通过电话同意。
- d) In the case of default on delivery, statutory rights are available to us. In particular, upon the fruitless expiry of an appropriate period we are entitled to demand compensation in place of performance and to withdraw from the order. If we demand compensation, the supplier has the right to demonstrate to us that it was not responsible for the breach of obligation.
在交付时发生违约的情况下，我们享有法定权利。特别是在约定期满后，我们有权要求补偿履约，并撤销订单。
如果我们要求赔偿，供应商有权向我们证明其对违反义务不承担责任。
- e) Partial deliveries shall be designated precisely as such. We are obligated to accept partial deliveries only if such acceptance has been agreed in writing.
应准确指定部分交货。我方只有在书面同意接受部分交付的情况下才有义务接受。

5. Transfer of risk – Documents

风险转移 - 文件

- a) Unless otherwise agreed in writing, delivery will be made DAP in accordance with INCOTERMS 2020 ®. The costs for packaging and shipping will in principle be borne by the supplier.
除非另有书面约定，否则应按照《国际贸易术语解释通则 2020》的规定进行交货。包装和运输费用原则上由供应商承担。
Risk will be transferred to us on handover at the designated place of use.
在指定的使用地点交接时，风险将转移至我方。
- b) The supplier is obliged to specify our order number exactly on all shipping documents and delivery notes. If it fails to do so, delays in processing are not our responsibility. The contents of the consignment (number of units, order number, number of containers, etc.) must be stated precisely in the delivery notes.
供应商有义务在所有装运单据和交货单上准确说明我们的订单编号。否则我方不对交付流程延迟负责。托运货物的内容（单元数量、订单编号、集装箱数量等）必须在交货单中准确说明。

6. Performance

施行

- a) The supplier guarantees the proper function, design and options for use with the order items, and in particular compliance with the prescribed standards of occupational safety. Electrical devices will be designed for use at a nominal voltage of up to 1,000 V.
供应商应保证与订单项目配套使用的适当功能、设计和选项，特别是符合规定的职业安全标准。电气装置将设计用于 1000V 的额定电压。
- b) The supplier undertakes to inform us in full of any possible risks associated with the use of the contractual object. So-called hazardous material sheets will be provided to us without an explicit request to do so.
供应商承诺完全告知我方与合同内货物使用相关任何可能的风险。在没有明确要求的情况下向我方提供所谓的危险品清单。
- c) The supplier may assign tasks that are its responsibility to sub-contractors only with our written consent.
只有在我方书面同意的情况下，供应商才可将其负责的任务分配给分包商。

7. Inspection for defects – Liability for defects

缺陷检查 - 缺陷责任

- a) We are obliged to inspect the goods for any quality defects or discrepancies in quantity within an appropriate period; a complaint is deemed timely if it is received by the supplier within 12 working days, calculated from receipt of the goods or, in the case of concealed defects, from the time of discovery. Sampling is sufficient in this context.
我方有义务在约定的期限内检查货物是否存在任何质量缺陷或数量差异；如果供应商在我方收到货物后的 12 个工作日内收到投诉，或者在发现隐蔽缺陷的情况下，从我方发现之日起计算 12 个工作日内收到投诉，则认为投诉是及时的。在此情况下，抽样检查也是充足的。
- b) The statutory rights regarding defects are available to us in full; in any case, we are entitled to demand rectification of the defect or delivery of a new item from the supplier, at our discretion. We expressly reserve the right to compensation, and in particular to compensation in place of performance.
我方完全享有与缺陷相关的法定权利；
- c) We are entitled to rectify the fault ourselves at the supplier's cost if there is a risk of default or in the event of particular urgency.
在任何情况下，我方有权自行要求供应商纠正缺陷或交付新项目。我方明确保留获得补偿的权利，特别是获得补偿以代替履约。如果存在违约风险或出现特殊紧急情况，我们有权自行纠正故障，费用由供应商承担。
- d) The period of limitation is 36 months, calculated from the transfer of risk, unless otherwise agreed in writing.
限制期限为 36 个月，从风险转移开始计算，除非另有书面约定。
- e) The remaining mandatory provisions of delivery recourse remain unaffected.
交付追索权的剩余强制性条款不受影响。

8. Discovery of a defect after processing and delivery

加工和交付后发现缺陷

- a) If a defect in the goods becomes apparent only after processing and delivery to the end customer, we are entitled, in addition to the rights under the statutory warranty, to act on behalf of the end customer in claiming supplementary performance/rectification of the defect and to rectify the defect without notice.

如果货物缺陷只有在加工和交付给终端客户后才显现出来，我们有权代表终端客户要求补充履行/纠正缺陷，并不发出通知的情况下纠正缺陷。

- b) If the defect asserted and the costs incurred thereby result solely from the goods procured from the supplier, the latter will bear not only the costs of any replacement or repair, but also any additional costs for travel, work on-site and additional material.

如果缺陷和由此产生的费用仅由从供应商处采购的货物造成，则供应商不仅需要承担任何更换或修理的费用，而且还承担所有差旅费、现场工作和额外材料的额外费用。

- c) If the defect is caused and costs are incurred partly by the supplier's goods, the supplier will bear our costs in connection herewith in the same proportional amount.

如果缺陷是由供应商的货物造成的，并且部分费用是由供应商的货物引起的，那么供应商将按相同比例承担我们与此相关的费用。

9. Product liability – Indemnification – Liability insurance

产品责任-赔偿-责任保险

- a) Insofar as the supplier is responsible for product damage, it is obliged to indemnify us against compensation claims by third parties upon first request to the extent that the cause is located in its sphere of control and organisation and it is itself liable in respect of third parties.

在供应商对产品损坏负责的情况下，供应商有义务在其控制范围和组织范围内，根据第一次要求，向我方赔偿第三方的索赔，并且其自己对第三方负责。

- b) Within the context of its liability for damage within the meaning of para. (1), the supplier is also obliged to reimburse any expenses pursuant to the Chinese Civil Code that result from (or are in connection with) any recall carried out by us. We will inform the supplier about the content and scope of the recall measures to be executed – as far as is possible and reasonable – and will give it the opportunity to comment. This is without prejudice to any other statutory rights.

在第 1 条所指的损害赔偿责任范围内。供应商也有义务根据中国民法典规定偿还因我方进行的任何召回而产生（或与之相关）的任何费用。我们将尽可能合理地告知供应商将要执行的召回措施的内容和范围，并给予其评论的机会，这不影响任何其他法定权利。

- c) The supplier undertakes to maintain product liability insurance with a cover amount of ¥10 million per instance of physical injury/material damage – as a flat rate; if other claims to compensation are available to us, they remain unaffected. Higher amounts of cover may be agreed in individual cases.

供应商承诺维持产品责任保险，每发生一次人身伤害/材料损坏，保险金额为 1000 万元人民币，为统一费率；如果我们有其他索赔要求，则不受影响。个别情况下可约定更高的保险金额。

The necessary notification of the respective competent authority in line with the regulations set out under the Product Safety Act will be made by us in coordination with the supplier.

根据《产品安全法》规定，我方将与供应商协调，向相关主管部门发出必要的通知。

10. Proprietary rights

所有权

- a) The supplier guarantees that no third-party rights are breached by its delivery.

供应商保证其交货不违反任何第三方权利。

- b) If action is taken against us by a third party on these grounds, the supplier is obliged to indemnify us against the claims on first written request; we are not entitled to enter into any agreements with the third party – without the consent of the supplier – in particular to reach a settlement.

如果第三方基于这些理由对我们提起诉讼，供应商有义务保障我们不受第一次书面请求的索赔；未经供应商同意，我们无权与第三方订立任何协议，特别是达成和解。

- c) In the event that claims for damages are asserted by the third party, the supplier is entitled to prove that it is not responsible for the infringement of the third-party rights. We are not entitled to make any agreements with the third party – without the consent of the supplier – in particular to reach a settlement.
如果第三方主张损害赔偿，供应商有权证明其对第三方权利的侵权不承担责任。未经供应商同意，我方无权与第三方达成任何协议，特别是达成和解。
- d) The period of limitation is ten years, calculated from conclusion of contract.
时效期限为十年，自合同订立之日起计算。

11. Retention of title – Supplies – Tools – Confidentiality

所有权保留 - 供应品 - 工具 - 保密

- a) If we provide parts to the supplier, our retention of title thereto will apply. Processing or transformation by the supplier will be carried out on our behalf. If the goods to which we retain title are processed with other items that do not belong to us, we will acquire co-ownership of the new item in a proportional value of our item (purchase price plus VAT) to the other processed items at the time of processing.
如果我们向供应商提供零件，我们保留的所有权将适用。供应商将代表我方进行加工或改造。如果我们保留所有权的货物与不属于我们的其他物品一起加工，我们将在加工时按照我们的物品的比例价值（购买价格加增值税）获得新物品的共同所有权。
- b) If the item we provide is indissolubly mixed with other items that do not belong to us, we will acquire co-ownership of the new item in a proportional value of our item subject to a retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the supplier's item is to be regarded as the main item, it will be deemed agreed that the supplier will transfer proportional co-ownership to us; the supplier will retain sole ownership or co-ownership for us.
如果我方提供的物品与不属于我方的其他物品不可分解地混合，我方将按照混合时其他混合物品的所有权保留（购买价格加增值税），以我方物品的比例价值获得新物品的共同所有权。如果混合是以这样的方式进行的，即供应商的项目将被视为主要项目，则将被视为同意供应商将按比例的共同所有权转让给我们；供应商将保留我们的唯一所有权或共同所有权。
- c) We reserve title to tools; the supplier is obliged to use the tools exclusively to produce those goods ordered by us. The supplier is also obliged to insure the tools belonging to us at replacement value at its own expense against damage attributable to fire, water and theft. Simultaneously, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept said assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools, as well as all maintenance and repair work, at its own expense and in good time. The supplier will notify us immediately of any incidents; if it culpably fails to do so, claims for damages will remain unaffected.
我们保留工具的所有权；供应商有义务仅使用工具生产我们所订的货物。供应商也有义务以重置价值为我们所拥有的工具投保，以防止火灾、水患和盗窃造成的损坏，费用由供应商承担。同时，供应商特此将本保险引起的所有索赔转让给我们；我方在此接受上述转让。供应商有义务对我们的工具进行任何必要的维护和检查工作，以及所有维护和修理工作，费用由供应商承担，并及时进行维护修理。同时供应商应及时告知我方。
- d) Insofar as the security interests to which we are entitled under (a) and/or (b) exceed the purchase price of all our reserved goods not yet paid for by more than 10%, we are obliged to release the security rights of our choice at the request of the supplier.

如果我方根据 1) 和/或 2) 享有的担保权益超过我方所有尚未支付的预留货物的购买价格的 10%以上，我方有义务应供应商的要求解除我方选择的担保权。

- e) The supplier is obliged to maintain strict confidentiality regarding all our illustrations, drawings, calculations and other documents and information it receives. They may be disclosed to third parties only with our express consent. The obligation of confidentiality will also apply after the execution of this contract. However, it will expire if (and insofar as) the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known, or was demonstrably known to the supplier previously at the time of notification within the meaning of Sentence (a).

供应商有义务对其收到的所有插图、图纸、计算书和其他文件和信息保密。只有在我方明确同意的情况下，才可向第三方披露。保密义务也将在本合同执行后适用。如果（并且在一定范围内）所提供的插图、图纸、计算和其他文件中所包含的制造知识已经为人们所知，或者在发出通知时已经为供应商所知（在第 1) 句的含义范围内），则无需保密。

12. Confidentiality

保密性

- a) The supplier is obliged to maintain strict confidentiality with regard to all illustrations, drawings, calculations and other documents and information it receives.
- b) They may be disclosed to third parties only with our express consent. The obligation of confidentiality will continue to apply after this contract comes to an end; it will expire if (and insofar as) the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.

只有在我方明确同意的情况下，才可向第三方披露。保密义务在本合同终止后继续履行；如果（并且在一定范围内）所提供的插图、图纸、计算和其他文件中包含的制造知识已经为人们所知，则无需保密。

13. Miscellaneous

其他

- a) Insofar as the supplier is a merchant, our registered office is the place of jurisdiction, we are, however, entitled to take action against the supplier at the court with jurisdiction over its place of residence.
- b) Unless the order specifies otherwise, the operating location or, at our discretion, the place of use specified in the order is the place of performance.
- c) If individual provisions are invalid, the rest of the contract will remain valid. The invalid provision will be replaced by a provision that comes as close as possible to the original commercial intention.
- d) All agreements between the supplier and the ordering party will be made in writing. The written form will also apply to all changes and/or ancillary agreements before or after the conclusion of contract. The written form is also required for a suspension of this clause stipulating the written form.

如果供应商是商户，我们的注册办事处是管辖地，但我们有权在对其住所有管辖权的法院对供应商提起诉讼。

除非订单另有规定，否则操作地点或我方认为订单中规定的使用地点即为履约地点。

如果个别条款无效，合同其余条款仍有效。无效条款将被尽可能接近原商业意向的条款替代。

供应商和订货方之间的所有协议均应以书面形式订立。书面形式也适用于合同订立之前或之后的所有变更和/或附属协议。规定书面形式的本条款的暂停也需要书面形式。

- e) The legal relationships in connection with this contract are governed exclusively by Chinese law, to the exclusion of the United Nations' Convention on the International Sale of Goods.
与本合同相关的法律关系仅受中国法律管辖，不受联合国《国际货物销售公约》管辖。