

	<b>Purchasing General Terms &amp; Conditions for HOERBIGER Compression Technology (China) Co., Ltd. ("Buyer" or "HOERBIGER")</b>	贺尔碧格压缩机技术（中国）有限公司（“购买方”或“贺尔碧格”） 采购通用条款
1.	<b>Scope, Form</b>	<b>范围和形式</b>
1.1.	Subject to the second sentence of section 1.2, these General Purchasing Terms & Conditions ("GTC") shall apply for all contractual agreements made by the Buyer with business partners and suppliers ("Seller(s)").	除本合同第 1.2 条第二分句话另有约定外，本采购通用条款（下称“通用条款”）统一适用于购买方与商业合作方及供应商（下称“销售方”）订立的全部合同协议。
1.2.	The GTC shall in particular apply for contracts for the purchase of movable items ("Goods") – regardless of whether the Seller manufactures the Goods itself or buys them from suppliers – and for contracts for services ("Services") (Goods and Services hereinafter collectively referred to as "Performances"). However, the GTC shall not apply for contracts for the purchase of direct production material for the automotive industry; such contracts are subject to particular purchase terms of the Buyer, which can be retrieved from the service portal of the Buyer's purchase department ( <a href="http://procurement.hoerbiger.com">procurement.hoerbiger.com</a> (go to Download)). The prevailing version of the GTC can be retrieved from the service portal of the Buyer's purchase department ( <a href="http://procurement.hoerbiger.com">procurement.hoerbiger.com</a> (go to Download)).	本通用条款尤其适用于动产采购合同（以下简称“商品”）——无论该等商品由销售方自行生产或向外采购取得——以及服务类合同（以下简称“服务”）；商品与服务以下合称“履约标的”。但本通用条款不适用于汽车行业直接生产物料的采购合同，该类合同适用购买方专项采购条款，相关文件可于购买方采购部门服务门户（ <a href="http://procurement.hoerbiger.com">procurement.hoerbiger.com</a> （点击链接下载））查阅获取。通用条款的现行有效版本，亦可通过前述购买方采购部门服务门户（ <a href="http://procurement.hoerbiger.com">procurement.hoerbiger.com</a> （点击链接下载））查询下载。
1.3.	These GTC shall apply exclusively. Any differing, conflicting or supplementary terms of business set out by the Seller shall only constitute part of the contract if and insofar as the Buyer has expressly consented to their validity in writing. This requirement for consent shall apply in all cases, that is even if the Buyer accepts the deliveries of the Seller without reservation in the knowledge of the Seller's general terms and conditions.	本通用条款应排他适用。销售方提出的任何不同、冲突或补充的商业条款，仅在购买方书面明示同意有效后，方可成为合同的一部分。该同意要求适用于所有情况，即使购买方在知晓销售方通用条款的情况下无保留地接受了销售方的交付，也同样适用。
1.4.	References to sections refer to the corresponding clauses in these GTC.	对有关条款的引用，系指对本通用条款中相应条款的引用。
1.5.	Special agreements made by Buyer with the Seller in individual cases (including subsidiary agreements, additions and amendments) shall always take precedence over these GTC. Subject to evidence to the contrary, a written contract or the written confirmation of the Buyer shall prevail.	购买方与销售方在个别情况下达成的特别约定（包括附属协议、补充及修订）应始终优先于本通用条款。除非有相反证据，否则书面合同或购买方的书面确认函应优先适用。
1.6.	Declarations and notices of legal relevance made by the Seller in relation to the contract (e.g. the setting of a time limit, reminder, withdrawal) must be given in writing, i.e. in written or text form (e.g. letter, email), in order to be legally effective. This shall be without prejudice to statutory requirements on form and other documentary evidence, particularly if there is doubt about the authority of the declarer.	销售方作出的与合同相关的具有法律效力的声明和通知（例如设定宽限期、催告、解除合同）必须以书面形式作出，即书面或文本形式（如信函、电子邮件），方具有法律效力。该规定不影响法律对形式的要求及其他书证的要求，特别是在对做出声明的人的授权存在疑问时。
1.7.	References to the validity of statutory provisions are for the purposes of clarification only. The statutory regulations shall therefore still apply, even without any such clarification, unless they are immediately amended or explicitly excluded in these GTC.	援引法定条文仅作释义说明之用。因此，即便未专门援引说明，相关法律规定仍然适用；本通用条款直接修订或明确排除适用的法定规定除外。
1.8.	The Seller shall inform the Buyer in full and without undue delay of changes to its trading name, changes of legal form and changes in its participation, shareholder or ownership	销售方如发生商号变更、法律形式变更，以及对双方供货合作关系产生重大影响的股权、参股结构或所有权架构变动，均须完整且毫不迟延地告知购买方。若出现下

	structure that have a material effect on the supply relationship between the Buyer and the Seller. A change having a material effect on the supply relationship exists in the case of a transfer of all or essentially all of the assets of the Seller, a merger or demerger of the Seller with or to another legal entity, the conclusion of a controlling or profit and loss transfer agreement by the Seller as the controlled company or the acquisition of at least twenty-five (25) percent of the voting rights in the Seller's company by one or more purchasers acting in common in one or more transactions.	列情形，即视为构成对供货关系产生重大影响的变更：销售方转让全部或绝大部分资产、与其他法人主体合并或分立、销售方作为受控企业签署控制协议或盈亏转移协议，或单一 / 多名一致行动方通过单次或多次交易合计取得销售方公司不少于 25% 的投票权。
1.9.	<b>1.1 Definition of terms:</b> (a) "Acceptance": see section 2.2 (b) "Buyer": see section 1.1 (c) "Force Majeure": see section 5.1 (d) „Further Processing“: see Section 10.9 (e) "Goods": see section 1.2 (f) "GTC": see section 1.1 (g) "In writing": includes text form ( <i>Textform</i> ), e.g. by email or electronic data exchange, unless Written Form is expressly required (h) "New Property Rights": see section 11.3 (i) "Performances": see section 1.2 (j) "Previous Property Rights": see section 11.6 (k) "Seller": see section 1.1 (l) "Services": see section 1.2 (m) "Working Days": days with the exception of Saturdays, Sundays, public holidays and shutdowns at the Buyer's location (n) "Written Form": handwritten signature (in the original) by the authorized representative, unless otherwise required by law	下列术语适用以下定义： (a) “承诺”：见第2.2条； (b) “购买方”：见第1.1条； (c) “不可抗力”：见第5.1条； (d) “进一步加工”：见第10.9条； (e) “商品”：见第1.2条； (f) “通用条款”：见第1.1条； (g) “书面”：包括文本形式，例如通过邮件或者电子数据交换传送，除非对书写另有明确要求； (h) “新增知识产权”：见第11.3条； (i) “履约标的”：见第1.2条； (j) “原有知识产权”：见第11.6条； (k) “销售方”：见第1.1条； (l) “服务”：见第1.2条； (m) “工作日”：某一日，但以下日期除外：周六、周日，公众假期和购买方运营场所关闭的日子； (n) “书写”：除法律另外规定，授权代表人的手写签名（原件）。
2.	<b>Conclusion of Contract, Reservation of Changes</b>	<b>合同订立和变更保留</b>
2.1.	The Buyer will in principle make binding purchase orders electronically (in which case the purchase order does not need to be signed). The Seller shall advise the Buyer of obvious errors (e.g. misspellings and errors in calculation) and incompleteness in the purchase order including order documents so that the purchase order can be corrected or completed prior to acceptance, failing which the contract shall be deemed not concluded.	购买方原则上以电子形式出具有约束力的采购订单（该情形下采购订单无需签字）。销售方应就采购订单及附属订单文件中存在的明显错误（如关键文字描述错误、计算错误）与内容缺漏及时告知购买方，以便购买方在承诺作出前完成订单更正或补全；销售方未履行前述告知义务的，视为合同未订立。
2.2.	The Seller is required to confirm purchase orders of the Buyer in writing within a period of three (3) working days or in particular to execute such purchase orders by sending the Goods without reservation (" <b>Acceptance</b> ").	销售方应当在三（3）个工作日内以书面形式确认购买方的采购订单，或通过无权利保留交付商品的方式履行该等订单（该行为即视为 <b>承诺</b> ）。
2.3.	Late Acceptance or a deviating confirmation of order by the Seller will be deemed a new offer and shall require express acceptance by the Buyer.	销售方逾期作出承诺，或出具内容存有差异的订单确认文件，均视为新要约，须经购买方明示承诺后方可生效。
2.4.	The Buyer shall have the right to demand changes with regard to the Performances even after the contract has been concluded, particularly in respect of specifications, drawings, design, construction, the time and place of delivery, packaging, quality, quantity and means of transport. The legitimate interests of the Seller must be taken into consideration in any such demands for changes, i.e. the changes must be conscionable for the Seller, which shall in particular be the case if the change is minor and/or objectively justified. The Seller shall be bound to propose changes to the Buyer which it considers necessary or	即便合同已订立，购买方仍有权要求变更履约标的相关内容，尤其包括技术参数、图纸、方案、结构、交付时间与地点、包装、质量、数量及运输方式。购买方提出变更要求时，需兼顾销售方的合法权益，即变更内容需对销售方合理可行；稍加变更内容或具备客观正当理由的，即符合前述要求。若因法律法规、强制性规定发生修订或基于其他事由，销售方认为存在必要或适宜的变更事项，应主动向购买方提出变更建议。若变更事项将导致销售方成本增减，或可能造成交付延误，销售方须立即告知购买方。合同双方应就价款的合理调整开展协

	<p>expedient having regard for changes in legislation or other mandatory provisions or on other grounds. If a change entails an increase or decrease in the costs for the Seller or potentially delays the time of delivery, the Seller must advise the Buyer of this without undue delay. The parties shall then negotiate an appropriate adjustment of the remuneration of the Seller, with regard to which – in the case of agreement – the Buyer will issue an amended purchase order. The content of an amended purchase order will be deemed agreed if the Seller does not object to the amended purchase order in writing within ten (10) working days of receipt. The Seller shall execute the change on and in accordance with the Buyer's demand regardless of any agreement on an adjustment of the remuneration.</p>	<p>商，双方达成一致的，由购买方出具修订后的采购订单。销售方在收到修订采购订单后十（10）个工作日内未以书面形式提出异议的，视为认可该订单内容。无论价款调整是否达成合意，销售方均应按照购买方的变更要求执行调整事项。</p>
<b>3.</b>	<b>Delivery Period and Delay in Delivery</b>	<b>交付期限和延迟交付</b>
<b>3.1.</b>	<p>The delivery period indicated by the Buyer in the purchase order shall be binding. If the delivery period is not indicated in the purchase order and has not been agreed elsewhere, it shall be two (2) weeks from conclusion of the contract. The Seller shall be bound to notify the Buyer in writing without undue delay if it expects to be unable to meet agreed delivery periods, for whatever reasons.</p>	<p>购买方于采购订单中载明的交付期限具有约束力。采购订单未载明交付期限且双方未另行约定的，交付期限为合同订立之日起两（2）周。无论因何种原因，若销售方预计无法遵守约定交付期限，须立即以书面形式通知购买方。</p>
<b>3.2.</b>	<p>If the Seller does not render its Performance or does not do so within the agreed delivery period or is in default, the rights of the Buyer – particularly the right of termination and compensation– shall be governed by statutory provisions. This shall be without prejudice to the clauses in sections 3.3 and 3.4.</p>	<p>销售方未履行义务、未在约定期限内完成履行或构成履行迟延的，购买方享有的各项权利，尤其是合同解除权与赔偿损失的权利，均适用法律规定；本约定不影响本条款第 3.3 条、第 3.4 条的适用。</p>
<b>3.3.</b>	<p>In the case of series orders, if the Seller is in default even with a partial supply or service the Buyer shall have the right, after a reasonable period of grace set for subsequent performance has expired without result, to withdraw from (i.e., terminate) only the purchase order affected by the default or optionally from all still outstanding partial supplies or services in accordance with statutory provisions. However, the Buyer shall also have the right to choose to render itself or to obtain from third parties some or all of the Performances owed by the Seller under the still outstanding partial supplies or services in order to maintain series production and to withdraw from the affected partial supplies or services to the corresponding extent by reducing accordingly both the forecast delivery requirements and the affected binding purchase orders without thereby being obliged to make payments to the Seller, regardless of the legal grounds. The Buyer shall also have the right to demand that the Seller surrenders all tools, documents, materials, etc. that are necessary for rendering the Performance and provide expert and technical assistance and support for as long as the Seller is unable to deliver.</p>	<p>针对批量订单，即便销售方仅部分商品或服务发生履行迟延，购买方在合理后续履行宽限期届满且未获履行后，有权依据法律规定，仅解除迟延履行事项所涉采购订单，或选择解除全部尚未履行的分批供货及服务事项。同时，为维持量产运转，购买方有权自行完成或委托第三方提供销售方尚未履行的全部或部分义务，并相应解除对应批次的供货、服务事项，同步调减预估交付需求及受影响的有效采购订单，且无需向销售方支付任何款项，不受任何法律事由约束。在销售方无法交付的期间内，购买方有权要求其移交履约所需的全部工装、文件、物料等资料，并提供专业技术协助与支持。</p>
<b>3.4.</b>	<p>If the Seller is in default, the Buyer – in addition to further statutory claims – is entitled to demand a lump sum compensation payment for the losses suffered by the delay at one (1) percent of the net price per full calendar week, however, capped at five (5) percent of the net price of the late Performance. The Buyer's right to demonstrate that a greater loss has been suffered shall remain unaffected, in which case this clause shall be without prejudice to the assertion of such claim. The Seller's right to demonstrate that no loss at all or a substantively lower loss has been suffered shall remain unaffected.</p>	<p>销售方发生履行迟延的，除法定其他权利外，购买方有权就迟延造成的损失主张定额违约金，按每完整自然周以逾期履约标的净价的百分之一（1%）计算，违约金最高不超过该逾期履约标的净价的百分之五（5%）。购买方有权举证实际损失高于该定额并另行主张全额赔偿，本约定不影响该等权利行使；销售方同样有权举证证明未发生损失或实际损失显著偏低，以此进行抗辩。</p>

3.5.	Rights of the Buyer already accrued in the case of default by the Seller shall continue to exist even if the Buyer subsequently consents to a change in the agreed delivery period.	即便购买方事后同意变更既定交付期限，针对销售方迟延履行约的各项合法权利，仍然继续有效。
4.	<b>Performance, Delivery, Passage of Risk, Delay in Acceptance</b>	<b>履行，交付，风险转移，延迟接受</b>
4.1.	Without the prior written consent of the Buyer, the Seller shall not have the right to have some or all of the Performance it owes rendered by third parties (e.g. subcontractors). Any consent of the Buyer shall not release the Seller from its sole responsibility with regard to the selection and use of the third parties (e.g. subcontractors) and their services. In this case the Seller shall in particular be bound to agree the requirements applicable between the Buyer and the Seller with the third party in writing, to monitor and ensure compliance by the third party, and to remedy deviations. The Seller shall bear the procurement risk for its Performances.	未经购买方事先书面同意，销售方不得将其应履行的全部或部分履约义务交由第三方（如分包商）完成。购买方的任何同意行为，均不免除销售方对第三方（含分包商）选任、管理及其服务质量承担的全部责任。在此情形下，销售方尤其应与第三方以书面形式约定双方之间适用的合作要求，监督并确保第三方遵照执行，及时整改所有不合规情形。销售方自行承担履约过程中的全部采购风险。
4.2.	The Seller shall only deviate from the respectively applicable state of the drawings, initial sample or material or make process changes, including any transfer or relocation of production equipment, with the prior written consent of the Buyer. In the above cases the Seller shall perform a detailed examination of the effects, including effects on continuous delivery, specifications, suitability, prices, costs, customs and export requirements and treatment, and shall set out the reasons for their necessity. Any deviation shall require the prior written consent of the Buyer. The Seller is to that extent aware that a change can have an effect on functionality and/or safety in the respective application by the Buyer and by the Buyer's customer. The Seller shall bear all costs and expenses incurred as a result of the change process and its implementation.	销售方不得擅自偏离现行有效图纸、首件样品、既定物料标准，亦不得擅自实施工艺变更，包括生产设备的转移或搬迁；前述所有调整行为，均须取得购买方事先书面同意。作出变更前，销售方须全面研判变更带来的各项影响，涵盖持续供货、技术规格、适配性能、价款成本、海关及出口合规要求等事项，并书面说明变更的必要性依据。任何变更操作，均以购买方事先书面许可为必要前提。销售方确认知悉，相关变更可能影响商品在购买方及其终端客户实际应用场景下的功能性能与使用安全。因变更流程落地实施所产生的一切费用与开支，均由销售方自行承担。
4.3.	Unless otherwise agreed with the Seller, the risk associated with the Goods shall pass from the Seller to the Buyer in accordance with "DDP (named place)" Incoterms 2020. In the absence of agreement with the Seller on the place of performance, Performance shall be rendered at the registered office of the Buyer. If an acceptance procedure is performed (required by law or by agreement between the parties), this shall prevail for the passage of risk. In other respects also the statutory provisions of the law governing contracts to produce a work shall apply analogously in the case of an acceptance procedure. This shall be without prejudice to the further clauses in section 4.5. If the Buyer is late in acceptance pursuant to section 4.7, this will be regarded as equivalent to delivery or an acceptance procedure.	除双方另行约定外，商品风险转移依照《2020年国际贸易术语解释通则》目的地完税后交货（指定目的地）规则，自销售方转移至购买方。双方未约定履行地点的，履约行为应在购买方注册地址完成。若依据法律规定或双方约定需开展验收流程，则以验收完成时点作为风险转移的判定依据。验收流程项下，加工承揽类合同的法定规定应类推适用。本条款约定不影响第4.5条其他规则的效力。若销售方依据第4.7条迟延履行验收配合义务，该等情形视同完成交付或验收流程。
4.4.	The delivery notes must contain all content pursuant to DIN 4991 or VDA 4912 or as specifically requested by the Buyer, in particular the Buyer's purchase order number and the Seller's supplier number. The Seller shall also make the delivery documents required by the Buyer in accordance with the Buyer's requirements available in digital form pursuant to VDA 4987 (ASN Advanced Shipment Notification). If the delivery note is missing or incomplete, the Buyer will not be responsible for the resulting delays in processing or payment and default in payment by the Buyer is excluded to that extent. The Buyer must also be sent a corresponding shipping notification having the same	送货单内容须严格遵照德国工业标准 DIN 4991、汽车行业标准 VDA 4912 或购买方专项要求编制，必须载明购买方采购订单编号及销售方供应商编码等核心信息。销售方还须按照购买方要求，依据 VDA 4987 标准，以电子形式提交提前发货通知等货运单据。若送货单缺失或内容不全，购买方无需对后续流程延误承担责任，且相应期间不构成购买方付款逾期。销售方应单独向购买方发送与送货单内容一致的发货通知。所有商品货运包裹，均须粘贴符合 VDA 4994 标准的全球运输标签。

	content separately from the delivery note. Goods consignments must always be identified with a label (Global Transport Label GTL pursuant to VDA 4994).	
4.5.	If the Performances rendered by the Seller for the Buyer are performances of a work (e.g. design services, prototypes, resources, repairs, programming services), the Buyer will conduct an acceptance process for these Performances and prepare a written report on the result of the acceptance process. The Seller shall advise the Buyer in writing in good time of all performance elements which it considers eligible for acceptance in the acceptance process, indicating suitable test methods for the Buyer. Payment of an invoice or reasonable use on a trial basis shall not be considered acceptance by the Buyer of the relevant Performance. Until acceptance the Buyer shall have the right to cancel performance of the work it ordered from the Seller at any time.	若销售方向购买方提供的履约内容属于承揽工作成果（例如方案设计、样品试制、设备维保、程序开发等），购买方有权对该类成果组织验收，并出具书面验收报告。销售方应提前以书面形式告知购买方具备验收条件的全部工作内容，并同步提供适配的检验方案。购买方支付款项或阶段性试用，不视为对对应工作成果的验收合格。验收完成前，购买方有权随时取消定制承揽类委托事项。
4.6.	Unless particularly regulated in the Buyer's logistics and packaging requirements, the Seller shall pack the Performance properly in customary recyclable packaging. The Seller shall advise the Buyer in writing in good time beforehand of possible risks associated with the Buyer's logistics and packaging requirements. The Seller shall at the request of the Buyer take packaging material back at its own expense.	除购买方物流及包装规范另有特别规定外，销售方应采用行业通用可回收包装，对履约标的进行妥善封装。若购买方指定的物流、包装要求存在潜在风险，销售方须提前书面告知。应购买方要求，销售方须自行承担费用回收全部包装物料。
4.7.	The statutory provisions shall apply for the occurrence of delay in acceptance by the Buyer. However, even then the Seller must expressly offer its Performance to the Buyer if a particular or determinable calendar period has been agreed for an action or cooperation by the Buyer (e.g. the provision of material). If the Buyer delays acceptance, the Seller may demand compensation for its additional expenses in accordance with statutory provisions. If the contract concerns a non-fungible item to be manufactured by the Seller (customization), the Seller shall only accrue further rights if the Buyer undertook to cooperate and is at fault for the lack of cooperation.	因购买方受领迟延所产生的法律后果，适用相关法律规定。但若双方已就购买方的配合行为（如提供物料等）约定了具体或可确定的期间，即便适用法定规则，销售方仍须向购买方明确作出履约催告。购买方发生受领迟延的，销售方可依法要求赔偿由此产生的额外费用。若合同标的为应由销售方定制生产的特定物，仅在购买方负有配合义务、且因自身过错拒不配合的情形下，销售方可主张进一步的权利。
4.8.	In the case of delivery earlier than the delivery date originally agreed, the Buyer reserves the right to reject the Performance and return it at the cost and risk of the Seller or to store it temporarily until the delivery date originally agreed. In the case of temporary storage, the Seller hereby consents to the originally agreed delivery date being the date the Performance is delivered, so that temporary storage will be at the risk of the Seller.	未经购买方许可提前交付的，购买方有权拒收该批履约标的、由销售方自行承担费用及风险退回货物，或临时仓储保管至原定交付日。选择临时仓储的，双方确认仍以原定交付日作为正式履约节点，仓储期间的一切风险由销售方自行承担。
5.	<b>Force Majeure</b>	<b>不可抗力</b>
5.1.	Where the non-performance of obligations hereunder is caused by a Force Majeure (as defined below), no civil liability shall arise therefrom, except as otherwise provided for by any applicable law. Force Majeure means any objective circumstance that is unforeseeable, inevitable, and insurmountable, including in particular official measures and orders, lawful labor disputes (including lockouts and strikes), pandemics and epidemics, floods, storms, explosions, uprisings, natural catastrophes, war and sabotage.	因不可抗力（定义如下）不能履行本一般条款义务的，不承担民事责任。法律另有规定的，依照其规定。不可抗力是指不能预见、不能避免且不能克服的客观情况，包括官方的措施和指令，合法的劳动争议（包括停工和罢工），传染病和流行病、洪水、风暴、爆炸、起义、自然灾害、战争和破坏。
5.2.	The party concerned may only invoke Force Majeure if it has notified the other party in writing without undue delay of the expected duration and the circumstances that could lead to a case of Force Majeure once it has identified these	受不可抗力影响的一方，在知晓相关事由后，须立即以书面形式通知相对方，说明不可抗力的发生事由及预计持续时长，方可行使不可抗力抗辩权利。受影响方应与对方协商合理补救措施，并自行承担费用落实相关举

	<p>circumstances. The party concerned shall consult the other party on suitable remedial measures and perform these at its own expense in order to overcome or mitigate the event. This notwithstanding, the Buyer shall have the right to render the Performance affected by the Force Majeure itself or obtain it from third parties and reduce both the forecast delivery requirements possibly affected and the binding purchase orders affected by the Force Majeure without thereby being obliged to make payments to the Seller, regardless of the legal grounds. The Buyer shall also have the right to demand that the Seller surrender free of charge all tools, documents, materials, information, etc. that are necessary for rendering the Performance and provide expert and technical assistance and support for the duration of the hindrance to delivery.</p>	<p>措，以消除或降低不可抗力事件造成的影响。即便存在前述约定，购买方仍有权自行生产或委托第三方获取受不可抗力影响的履约标的，相应调减可能受波及的预估交付需求及受影响的有效采购订单，且无需向销售方支付任何款项，不受任何法律事由约束。交付受阻期间，购买方有权要求销售方无偿移交履约所需全部工装、文件、物料、资料及相关信息，并提供专业技术支持与协助。</p>
5.3.	<p>If a case of Force Majeure lasts longer than thirty (30) calendar days without interruption or sixty (60) calendar days within one hundred and eighty (180) consecutive calendar days, the Buyer may – without prejudice to its other rights – terminate the contract in its entirety at the end of the month with a notice period of one month. In this case neither party shall have the right to demand compensation or damages from the other party. This shall be without prejudice to obligations relating to Performances already delivered.</p>	<p>若不可抗力连续存续满三十（30）个自然日，或在连续一百八十（180）个自然日内累计持续满六十（60）个自然日，购买方有权在不影响其他既有权利的前提下，提前一个月发出通知，于当月月末单方解除全部合同。此种情形下，任何一方均无权向另一方主张损害赔偿，但双方已完成交付的履约标的所对应的合同义务仍需继续履行。</p>
6.	<p><b>Prices and Payment Terms, Invoicing</b></p>	<p><b>价格和支付条款，发票</b></p>
6.1.	<p>The price indicated in the purchase order shall be binding. Sales tax (or similar taxes) at the prevailing rate shall be itemized and listed.</p>	<p>采购订单中的价格具有法定约束力。按现行税率征收的增值税（或同类税）应单独分项列示。</p>
6.2.	<p>Unless otherwise agreed in the individual case, the price includes all Performances and incidental performances of the Seller (e.g. assembly, installation) as well as all incidental costs (e.g. due packaging, transport costs including any transport and liability insurance, and assembly insurance).</p>	<p>除双方另行单独约定外，合同价款包含销售方全部履约义务及附随服务（含组装、安装等），以及一切附带费用，例如合规包装费用、运输费用（含运输险、责任险）及安装保险费用。</p>
6.3.	<p>If purchase order has not provided for payment schedule, the agreed price shall be due for payment by the Buyer within ninety (90) calendar days of complete delivery and Performance (including any acceptance procedure that may be agreed) in accordance with the terms of the purchase order and receipt of a due invoice pursuant to section 6.4. For the case that the Seller delivers early pursuant to section 4.8, the due date for the payment of the Buyer that is to be calculated in accordance with sentence 1 of section 6.3 shall continue to apply. The Buyer and the Seller shall each bear the fees charged by their respective banks. In the case of a bank transfer, payment will be considered timely if the Buyer's instruction to transfer reaches the Buyer's bank before the payment period expires; the Buyer shall not be responsible for delays caused by the banks involved in the payment process.</p>	<p>采购订单未约定付款周期的，在商品完整交付、履约全部完成（含约定验收流程办结），且购买方收到符合第6.4条要求的合规发票后，约定价款于九十（90）个自然日内到期支付。销售方依据第4.8条提前交付商品的，购买方付款到期日仍按本条第一款规则计算确定。双方各自承担己方银行操作手续费。采用银行转账结算的，只要购买方于付款期限届满前向开户行提交转账指令，即视为按期付款；付款流程中因银行操作产生的延误，不由购买方承担责任。</p>
6.4.	<p>To enable the speedy and efficient processing of invoices, invoices must be issued in original, and copy thereof sent to the email address indicated in the purchase order. A due invoice must meet the following requirements:</p> <p>(a) All information required for the invoice must be shown in a general and electronically readable form.</p> <p>(b) The HOERBIGER purchase order number must be indicated on invoices relating to specific purchase orders.</p>	<p>为保障发票审核高效推进，销售方须开具纸质发票原件，并将发票电子版发送至采购订单载明的指定邮箱。合规发票须满足以下要求：</p> <p>(a) 发票全部法定信息需完整填报，格式规范且可电子化读取。</p> <p>(b) 对应具体订单的发票，必须注明贺尔碧格采购订单编号。</p>

	<p>(c) The invoice must conform to the corresponding purchase order, and in particular must use the same material numbers and order units and, where possible, the same order texts.</p> <p>(d) The Buyer's company that issued the purchase order must be clearly identified on the invoice as the recipient of the Performance.</p>	<p>(c) 发票内容须与对应采购订单保持一致，物料编码、计价单位必须统一，订单描述内容尽量保持一致。</p> <p>(d) 发票须明确列明下达采购订单的购买方主体，作为履约接收方。</p>
6.5.	The Buyer shall not owe any interest after the due date. Late payment shall be governed by statutory provisions.	价款到期后，购买方无需支付逾期利息。逾期付款应当按照法律规定处理。
6.6.	The Buyer shall have rights of set-off and retention and the defense of non-performance to the statutory extent. The Buyer shall in particular have the right to withhold due payments for as long as it still has claims against the Seller arising from incomplete or deficient Performances.	购买方依法享有抵销权、留置权及履行抗辩权。尤其在履约标的存在瑕疵、交付不全等情形下，购买方有权暂扣应付货款。
6.7.	The Seller shall only have a right of set-off or retention on account of counterclaims that have been declared final in a court of law or are undisputed.	销售方仅可就生效裁判确认或无争议的反向债权，行使抵销权与留置权。
6.8.	Each party shall bear the costs of their own banking and payment operations, in particular their foreign bank transfers.	双方各自承担自身银行结算、跨境汇款等全部付款操作成本。
7.	<b>Deficient Performance, Notifications of Defects, Processing of Complaints, Deactivation</b>	<b>履约瑕疵，瑕疵通知，投诉处理，停用</b>
7.1.	Unless otherwise determined below, the rights of the Buyer in the case of deficiencies in title and material in the Goods (including incorrect and short deliveries, inexpert assembly, deficient assembly, operator or user instructions) and in the case of other breaches of duty by the Seller shall be governed by statutory provisions.	除下文另有约定外，商品存在权利瑕疵与质量瑕疵（含错发、少发、不专业装配、装配瑕疵、操作及使用说明存在缺陷），以及销售方存在其他违约行为的，购买方所享有的权利均适用法律规定。
7.2.	<p>The Performance of the Seller is free of defects if, at the time of the passage of risk, the Goods supplied by the Seller, the Service performed by the Seller or the product processed with the Seller's Service</p> <p>(a) conform one hundred (100) percent to the agreed quality, the approved initial sample and the other contractual bases or statutory requirements worldwide;</p> <p>(b) are of good quality in terms of material and workmanship and are free of defects and suitable for the Buyer's customary use known to the Seller or recognizably intended by the Buyer;</p> <p>(c) do not infringe any third-party rights, in particular property rights (as defined in section 11), and are not subject to any other restriction with regard to use, manufacture, modification and/or sale, including import and export;</p> <p>(d) do not infringe any third-party ownership or property rights with regard to their manufacturing process and technology when used in accordance with the contract; and</p> <p>(e) reach the Buyer's place of delivery on the delivery date, in the agreed quantity and packed in accordance with the contract.</p>	<p>在风险转移时点，若销售方交付的商品、提供的服务，或依托其服务加工完成的产品同时满足下列条件，即视为销售方履约无瑕疵：(a) 百分之百符合约定质量标准、经确认的初始样品、其他合同依据及全球范围内法定要求；；</p> <p>(b) 材质与工艺品质合格、不存在瑕疵，且适配销售方已知悉的购买方常规使用用途，或可明显推知的使用目的；</p> <p>(c) 未侵犯任何第三方权利，尤其第 11 条定义项下的知识产权，且在使用、生产、改造、销售（含进出口）环节不存在任何权利限制；</p> <p>(d) 按合同约定方式使用时，其生产工艺与技术不侵害任何第三方所有权及知识产权；</p> <p>(e) 在约定交付日、以约定数量、遵照合同包装要求送达购买方指定交付地点。</p>
7.3.	<p>If the Seller's Performance consists in the production of a work (section 4.5), the Performance will in particular be deemed deficient if</p> <p>(a) an agreed assembly is performed deficiently or inexpertly; or</p>	<p>若销售方履约内容为承揽定制类工作成果（见第 4.5 条），出现下列情形的，尤其应认定为履约存在瑕疵：(a) 约定的装配工作存在缺陷或操作不规范</p> <p>(b) 以购买方本国语言和/或购买方要求的语言编写的合规操作和使用说明书缺失或者不完整。</p>

	(b) suitable operating and user instructions in the national language of the Buyer and/or the language required by the Buyer are missing or incomplete.	
7.4.	The Seller shall indemnify the Buyer against all claims which third parties bring against the Buyer because the Performance or its use infringes or is alleged to infringe property rights (see section 7.2). The Seller shall reimburse the Buyer for all necessary expenses incurred to that end in connection with legal action by third parties. This shall not apply if the Seller is neither responsible for the infringement of property rights nor, exercising due commercial care, could have known of the infringement of property rights at the time of delivery.	因履约标的本身或其使用行为侵害、涉嫌侵害知识产权（见第 7.2 条），导致第三方向购买方主张权利的，销售方向购买方承担赔偿责任，并赔付购买方应对第三方维权诉讼所产生的全部必要费用。若该等权利侵害不可归责于销售方，且销售方在交付时已尽合理商业注意义务、无从知晓侵权事实的，前述赔偿义务不予适用。
7.5.	The parties shall inform each other without undue delay of all risks of infringement and alleged infringements of third-party rights (in particular property rights as defined in section 11) of which they become aware.	双方应毫不延迟地告知对方其知晓的所有侵权和涉嫌侵犯第三方权利（特别是第 11 条定义的知识产权）的风险。
7.6.	Those service descriptions such as drawings, specifications, initial samples, manufacturing processes and materials used which are part of the respective contract – in particular through designation or reference in the purchase order – or were included in the contract in similar manner, such as these GTC, shall always be considered an agreement on quality. It shall make no difference whether the service description comes from the Buyer, the Seller or the manufacturer within the meaning of applicable laws.	凡属于相应合同组成部分的技术说明，例如图纸、规格、初始样品、制造工艺以及所使用的材料。尤其是在采购订单中注明或引用而纳入合同的，或以类似方式（如本通用条款）被纳入合同的，均应始终视为双方对质量约定的约定。无论该技术说明文件是由购买方、销售方，还是适用法律意义上的制造商提供，均不影响其质量约定效力。
7.7.	The Seller shall notify the Buyer without undue delay if it becomes aware of circumstances indicating that the Performance or a product created with the Services of the Seller is not or may not be suitable for the Buyer's customary use known to the Seller or recognizably intended by the Buyer. This duty of notification shall also exist for the case that the Buyer has specified to the Seller the intended use of the Performance or of the product created with the Services of the Seller.	销售方一旦获悉相关情形，足以表明其履约标的、或依托其服务制成的产品无法适配、或将无法适配购买方常规用途及既定使用目的的，须立即书面通知购买方。即便购买方已向销售方明确告知履约标的及定制产品的指定用途，该项通知义务依然有效。。
7.8.	The Buyer shall not be under any obligation to inspect the Performance or make special inquiries about any defects when concluding the contract. The Buyer shall therefore also have unrestricted defect claims, if, as a result of gross negligence, the Buyer remained unaware of the defect when concluding the contract.	购买方订立合同时，不负有强制查验履约标的、主动排查瑕疵的法定义务。因此，即便购买方因重大过失在缔约时未能发现瑕疵，其主张瑕疵救济的权利仍不受限制。
7.9.	The Buyer's duties to inspect and notify defects shall be governed by statutory provisions, with the proviso that the Buyer's duty to inspect shall be limited to defects which come to light in the course of a receiving inspection with external examination, including of the shipping documents (e.g. damage in transit, incorrect and short deliveries), or are identifiable from sampling procedures during the Buyer's quality control. If an acceptance procedure is agreed, no duty to inspect and notify defects shall exist. In other respects the extent to which an inspection is feasible in the ordinary course of business, having due regard for the circumstances of the individual case, shall prevail. This shall be without prejudice to the Buyer's duty to give notification of hidden defects discovered later. Notwithstanding a duty to inspect and notify defects, a notification of defects given by the Buyer shall always be considered given timely and without undue delay if it is sent within ten (10) working days of discovery or, in the case of manifest defects, of delivery.	购买方对商品的检验义务与瑕疵通知义务，遵照法律规定执行；同时约定：购买方检验义务仅限于收货外观查验过程中可直观发现的瑕疵（如运输破损、错发短货等），以及质控抽样环节可识别的问题。若双方已约定设立验收流程，则购买方不再负有常规检验及瑕疵通知义务。除此以外，检验范围以日常经营条件下合理可行、结合个案实际情况为限。本条不影响购买方就后续发现的隐蔽瑕疵履行通知义务。即便存在法定检验与瑕疵通知义务，只要购买方在瑕疵发现后十（10）个工作日内、或显性瑕疵在货物交付后十（10）个工作日内发出瑕疵通知，该通知即视为适时且无不当迟延。

7.10.	Subsequent performance shall also include the removal of the defective Goods and renewed installation if the Goods had been installed in or attached to another item, depending on their nature and intended purpose; this shall be without prejudice to the Buyer's statutory claim to reimbursement of the corresponding expenses.	若商品已组装、附着于其他物件之上，销售方采取后续补救履行措施时，应根据商品属性与使用用途，一并完成瑕疵商品拆除及重新安装工作；本约定不影响购买方主张相应费用的法定赔偿。
7.11.	If a material defect or deficiency in title exists, the Buyer shall have the right to reduce the price or withdraw from the contract in accordance with statutory provisions. The Buyer shall also be entitled to claim compensation and reimbursement of expenses in accordance with statutory provisions. Notwithstanding the statutory rights of the Buyer and the clauses in section 7.10, if the Seller fails to meet its obligation to subsequently perform— at the Buyer's option by rectifying the defect or supplying an item free of defects – within a reasonable period of time set by the Buyer, the Buyer may rectify the defect itself and demand reimbursement from the Seller for its necessary expenses or a corresponding advance. If subsequent performance by the Seller fails or is unconscionable for the Buyer (e.g. because of particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no time limit needs to be set; the Buyer will inform the Seller of such circumstances without undue delay, where possible in advance.	如商品存在质量瑕疵或权利瑕疵，购买方有权依法选择减价或解除合同，并有权依法主张损害赔偿及费用追偿。在不影响购买方法定权利以及本条款第 7.10 条约定的前提下：若销售方未在购买方指定的合理期限内履行补救履行义务（由购买方选择瑕疵修复或无瑕疵换货），购买方可自行采取修复措施，并要求销售方偿付必要费用或预付相应款项。若销售方的补救履行已无法实现，或对购买方而言显失合理（例如情况特别紧急、存在运营安全风险，或将即刻产生重大不合理损失），购买方无需另行设定期限即可自行处置；购买方应尽快将该等情形告知销售方，条件允许时应提前告知。
7.12.	As part of its quality support for its Performance, the Seller shall conduct an examination of complaints from the Buyer in accordance with DIN ISO 10002 and deliver a duly completed 8D report to the Buyer within the reasonable period of time set by the Buyer. The Seller shall make the analysis details and examination results available to the Buyer and take suitable corrective actions, having due regard for the provisions of these GTC. If the Buyer does not receive a duly completed and transparent 8D report and/or analysis details and examination results from the Seller, and if no alternative amicable agreement on corrective actions is reached between the parties, it will be assumed that the Performance which was the subject of the complaint was actually already deficient at the time of the passage of risk. In this case it will be incumbent upon the Seller to prove otherwise. The Seller shall finally bear the costs incurred for the purposes of inspection and subsequent performance if, after the inspection has been performed, a defect exists or there is an irrefutable presumption of a defect in accordance with the above provisions. This shall in other respects be without prejudice to the Buyer's liability in the case of unjustified complaints. However, to that extent the Buyer shall only be liable if it recognized or through gross negligence failed to recognize that no defect existed.	销售方应按 DIN ISO 10002 质量投诉管理标准处理购买方投诉，并在购买方指定合理期限内，提交完整规范的 8D 整改报告。销售方须向购买方完整提供问题分析资料与核查结论，并遵照本通用条款约定落实整改措施。若购买方未收到完整、信息透明的 8D 报告及分析核查资料，且双方未就整改方案达成其他友好合意，则推定涉诉履约标的在风险转移之时即已存在瑕疵，销售方应承担反向举证责任。经查验确认商品确实存在瑕疵，或依据前述条款已无可辩驳推定瑕疵成立的，本次检验费用及补救履行产生的全部成本，最终由销售方承担。本条不影响购买方因恶意投诉需承担的法律风险；但仅在购买方明知不存在瑕疵、或因重大过失未能识别无瑕疵事实的情形下，购买方才需承担对应责任。
7.13.	Unless otherwise expressly regulated in these GTC, payments, checks or the receiving by the Buyer of the Performance shall constitute neither acceptance of the Performance as conforming to contract nor a waiver of claims arising from warranty or other breaches of contract.	除本通用条款另有明确约定外，购买方支付货款、接收票据、受领履约标的之行为，均不视为认可商品符合合同约定，亦不构成对质保权利及其他违约救济权利的放弃。
7.14.	Segregated or deficient Goods or a segregated or deficient product created with the Services of the Seller will be permanently and appropriately marked as such or deactivated at the Seller's expense after the Seller has allowed the Buyer to do so or after the cause and the quantity of the Goods which were the subject of the complaint have been clarified. The Buyer shall have the	瑕疵商品、或依托瑕疵服务制成的瑕疵产品，在销售方准许处置、或投诉事由及瑕疵数量核实完毕后，由销售方承担费用，对该类货品进行永久性标识区分或报废停用处理。停用处置方式由购买方确定，确保达到预期的目的，同时合理兼顾销售方经济利益（尤其停用成本），购买方有权要求销售方提供处置完成的证据。

	right to determine the method of deactivation, ensuring that the purpose intended thereby can be achieved while also giving reasonable consideration to the financial interests of the Seller (particularly with regard to the costs of deactivation), and to require appropriate evidence.	
<b>8.</b>	<b>Recourse against Suppliers</b>	<b>对供应商的追偿权</b>
<b>8.1.</b>	The recourse claims within a supply chain (recourse against suppliers) that are allowed by law shall accrue to the Buyer without restriction in addition to the claims for defects. The Buyer shall in particular have the right to demand from the Seller precisely the type of subsequent performance (improvement or substitute delivery) that the Buyer owes to its customer in the individual case. This shall not limit the Buyer's statutory right of choice within the scope of subsequent performance.	除对瑕疵的请求权外，购买方还可以在法律允许的范围内不受限制的行使供应链中的追偿权（针对供应商的追偿权）。购买方尤其有权要求销售方，根据个案中购买方向其客户应承担的义务，采取完全对应类型的补救履行方式（重作或更换）。该条款不限制购买方在后续继续履行范围内的法定选择权。
<b>8.2.</b>	Before the Buyer is allowed to recognize or fulfil a claim for defects brought by its customer, including reimbursement of expenses, the Buyer will notify the Seller with a brief statement of the facts of the matter and ask for a written opinion. If a substantiated opinion is not received within a reasonable period of time and if no amicable solution is brought about, the defect claim actually granted by the Buyer shall be deemed as if owed to the Buyer's customer. In this case it will be incumbent upon the Seller to prove otherwise.	购买方在确认或向其客户履行瑕疵索赔（含费用赔付）前，应将相关事实简要告知销售方，并征询其书面意见。若销售方未在合理期限内出具合理书面意见，且双方未能友好协商解决，则购买方实际向终端客户赔付并确认的瑕疵索赔金额，直接视为应由销售方承担的责任范围。此种情形下，举证反驳的责任由销售方承担。
<b>8.3.</b>	The Buyer's claims from recourse against suppliers shall apply even if the defective Goods were processed by the Buyer or another entrepreneur, e.g. through installation in another product.	即便瑕疵商品经购买方或其他经营主体进行加工处理（例如装配集成于其他产品），购买方对供应商的追偿权利依然有效。
<b>9.</b>	<b>Product Liability</b>	<b>产品责任</b>
<b>9.1.</b>	If the Seller is responsible for a product defect because it provides defective Performances or Services in connection with the creation of a product, it shall on first request pay the Buyer compensation or indemnify the Buyer against claims of third parties.	若因销售方提供存在瑕疵的履约标的或服务，进而造成产品缺陷并应由销售方承担责任的，销售方应一经要求即向购买方支付赔偿款，或就第三方索赔向购买方承担赔偿责任。
<b>9.2.</b>	In the case that the Seller has an obligation to indemnify pursuant to section 9.1, the Seller shall also reimburse all the expenses incurred by the Buyer from or in connection with legal action by a third party, including field activities such as recalls or service campaigns conducted by the Buyer. In deciding on the conduct of a field activity, the Buyer will exercise its due discretion and take reasonable account of the interests of the Seller. The Buyer will – where possible and reasonable – inform the Seller of the content and scope of a field activity and offer it the opportunity to comment. This shall be without prejudice to further and/or other statutory rights of the Buyer, in particular to compensation and reimbursement of expenses, the filing of suits for performance and the claiming of provisional legal protection.	销售方依据第 9.1 条负有赔偿义务的，还应赔偿购买方因第三方诉讼产生或与之相关的全部费用，包括购买方开展产品召回、售后整改等现场处置工作所产生的开支。购买方在开展现场处置工作时，应合理审慎行事，并适当考量销售方利益。在可行且合理的前提下，购买方应将现场处置的内容与范围告知销售方，并给予其发表意见的机会。本约定不影响购买方享有的其他法定权利，尤其是损害赔偿、费用追偿、履行之诉及临时司法保全请求权。
<b>10.</b>	<b>Buyer's Ownership Rights to Information and Objects, Seller's Retention of Title</b>	<b>购买方对信息和物品的所有权，销售方的所有权保留</b>
<b>10.1.</b>	Information and objects (as defined in sections 10.2 and 10.3, in each case in conjunction with section 10.4) are and shall remain the sole property of the Buyer and must be appropriately, clearly and permanently identified as such by the Seller. They may only be used for the Performance ordered by the Buyer and shall be returned to the Buyer upon fulfilment of the agreed Performance, upon termination, in the case of Force Majeure and if the Buyer	。各类信息与物品（定义见第 10.2 条、第 10.3 条，结合第 10.4 条适用）始终为购买方单独所有，销售方须对其作出清晰、永久的专属权属标识。该等信息与物品仅限用于履行购买方下达的订单；在履约完成、合同解除、发生不可抗力，或购买方具有合法取回需求时，销

	has a legitimate need for them. The Seller shall be bound to present to the Buyer on request at any time suitable evidence (e.g. confirmation, photographs) of the fulfilment of its obligations.	售方须将其返还购买方。经购买方要求，销售方应随时提供合理有效的履约证明文件（例如，确认书，照片）
10.2.	Information within the meaning of section 10 means illustrations, design drawings, commercial and technical data, contractual and official documents, business data, operating procedures, know-how and inventions, as well as further information of a tangible or intangible nature.	第 10 条所指的信息是指插图，设计图，商业和技术数据，合同和官方文件，商业数据，运营程序，专有技术和发明，以及其他有形或无形的信息。
10.3.	Objects within the meaning of section 10 mean specimens, prototypes, special resources, material for production or packaging, computer equipment, transport containers and measuring equipment, as well as other objects.	第 10 条所指物品是指样本，样机，专用物资，生产或包装材料，电子设备，运输容器和测量设备以及其他物品。
10.4.	Information and objects within the meaning of section 10 are those (a) which the Buyer makes available to the Seller; (b) for which the Buyer pays an amount stated and agreed by the Seller and/or for which it can be assumed that the amount will be amortized over the receipt of the benefit; or (c) which are based on indispensable technological knowledge, ideas or equipment of the Buyer and (i) are specifically used for the Performance or (ii) are created thereby or (iii) are manufactured in accordance with the Buyer's instructions.	第 10 条所指的信息和物品是指： (a) 购买方向销售方提供的； (b) 购买方按双方确认金额向销售方支付取得，或相关费用可通过收益摊销合理认定的 (c) 依托购买方核心技术、创意或专用设备形成，且同时满足下列任一情形：（i）专门用于本合同履约；（ii）因履约而创制；（iii）严格按照购买方指示制作。
10.5.	The Seller shall keep the information and objects properly and in a safe place, complying with all applicable statutory provisions, protected from access by third parties, loss, damage and deterioration, and separately from other items.	销售方须妥善、安全保管前述信息与物品，遵守法律规定，严防第三方接触、遗失、损毁、变质，并与其他物品分区存放。
10.6.	The Seller shall insure the information and objects appropriately against theft, damage and loss at their reinstatement/production cost and include them in an all-risks insurance policy at their reinstatement/production cost.	销售方应按重置成本或生产成本，为该等信息与物品投保盗窃险、毁损险、灭失险，并投保覆盖重置成本或生产成本的一切险。
10.7.	Information and objects may not be disposed of, relocated, consumed, scrapped or transferred as security without the prior written consent of the Buyer.	未经购买方事先书面同意，不得处置，迁移，消耗，报废信息和物品或者将其作为担保转让。
10.8.	In the case that information and objects are returned, they must be returned properly and – if applicable – in the maintained condition and appropriate transport packaging at the Seller's expense. The Seller may only keep copies of information if this is required by law or for the purposes of proving the fulfilment of performances within the meaning of PRC Product Quality Law and they are kept safe from access by third parties.	若归还信息和物品，必须妥善归还。如果可以，应保持维护完好状态和以适当的运输包装归还销售方，费用由销售方承担。销售方仅可在法律强制要求的情况下或举证证明符合《中华人民共和国产品质量法》项下履约义务所必需而保留信息的副本，并确保第三方无法获取这些信息。
10.9.	The processing, mixing or combination (“ <b>Further Processing</b> ”) by the Seller of information and objects with each other and/or with items of the Seller shall in each case be performed for the Buyer, so that ownership of the new item created by Further Processing shall accrue solely to the Buyer and is to be effectively transferred to it. The creation of co-ownership in favor of the Seller is excluded. The same shall apply in the case of the Further Processing by the Buyer of the Goods supplied by the Seller with other items, so that the Buyer is regarded as the manufacturer of the item created thereby and acquires sole title both to the Seller's Goods and to the newly created item not later than with the Further Processing; the Seller expressly agrees that	在任何情况下，销售方将购买方的信息和物品和/或销售方的信息和物品，相互之间进行加工、附和或混合（“ <b>进一步加工</b> ”）都应视为为购买方而执行，因此进一步加工产生的新物品所有权应完全归属于购买方，销售方应向购买方有效移转该等所有权，排除销售方共有权。上述规定也同样适用于购买方对销售方提供的商品与其他商品进一步加工的情况，购买方视为最终成品的制造方，最晚于进一步加工完成之时，购买方取得销售方交付商品及新制成成品的完整所有权。。销售方明确同意，最晚于进一步加工完成之日起，购买方以所有权人身份持有并支配所交付商品及新制成成品。，不论先前发生任何所有权的转让。

	the Buyer will have and hold the delivered Goods and the newly created item as owner – notwithstanding any earlier transfer of title – not later than from the Further Processing.	
10.10	Transfer of the Goods to the Buyer shall be unconditional and without regard to payment of the price. If, however, the Buyer accepts an offer to transfer made the Seller in the individual case that is conditional upon payment, the Seller's retention of title shall expire not later than upon payment for the Goods supplied. The Buyer shall retain the right even before payment to resell the Goods in the ordinary course of business with assignment in advance of the claim arising thereby (alternatively with the validity of the simple retention of title being extended to the resale) and shall further have the right to Further Processing within the ordinary course of business. All other forms of retention of title are thereby excluded, in particular retention of title that are expanded, forwarded or extended to the further processing. This shall be without prejudice to section 10.9.	将商品所有权转让给购买方应是无条件的，不以价款支付为前提。但若个案中购买方接受销售方提出的以付款为生效条件的所有权保留安排，则销售方的所有权保留，最晚于对应商品价款结清时终止。价款结清前，购买方仍有权在正常经营范围内转售商品，并预先让渡转售产生的债权（或约定简易所有权保留效力延伸至转售环节），同时有权在正常业务中进一步加工。。因此所有其他形式的所有权保留都应被排除，尤其是扩大、转让或延伸到进一步加工的所有权保留。本约定不应影响第 10.9 条的规定。
11.	<b>Property Rights</b>	<b>知识产权</b>
11.1.	Property rights within the meaning of these GTC mean (i) patents, trade marks, utility models, designs and semiconductor products which have been requested, granted or registered, (ii) know-how (knowledge acquired through tests and experience and which is secret, material and described), and (iii) copyright and related property rights.	本一般条款所指的知识产权是指（i）已申请、授予或注册的专利、商标、实用新型、设计和半导体产品，（ii）专有技术（经由试验与经验积累形成、具有保密性、实用性且可明确记载的技术知识），以及（iii）版权和相关知识产权。
11.2.	The Buyer alone is entitled to the property rights in or to the information and/or objects of the Buyer (as defined in section 10). To the extent that the Seller uses information or objects of the Buyer in order to render the Performance owed, the Buyer grants it a simple, non-transferable and non-sublicensable right to use the information and objects during the term and solely for the purposes of this contract.	购买方单独享有自身信息及 / 或物品（定义见第 10 条）之上的全部知识产权。销售方为履行约定义务而使用购买方信息或物品的，购买方授予其非独占、不可转让、不得转许可的使用权，仅限合同有效期内、为本合同目的使用知识产权。
11.3.	The Buyer alone is entitled to the property rights created in the Buyer-specific manufacture of the Goods or rendering of the Performance of the Seller or its employees and third parties engaged by it (" <b>New Property Rights</b> ") and – except in the case of section 11.4 – the Seller shall transfer these to the Buyer in full. In the case of non-Buyer-specific manufacture, the Buyer will only receive non-exclusive rights to use the property rights to the otherwise same extent as for exclusive rights of use.	因专为购买方定制生产商品、销售方及其员工、委托第三方提供履约服务而产生的新增知识产权（下称“新增知识产权”），全部归购买方单独所有；除本条款第 11.4 条约定情形外，销售方应将该等新增知识产权完整转让至购买方。非专为购买方定制生产所产生的知识产权，购买方仅取得非独占使用权，使用范围与独占使用权范围一致。
11.4.	To the extent that the New Property Rights arise from works protected by copyright, the Seller hereby transfers the exclusive, transferable and sublicensable right to use them without limit in territory, content and time (with the exception of moral rights) to the Buyer. This right of use shall in particular include the reproduction, distribution, communication to the public and making available to the public of the New Property Rights in all types of use which are known or become known in the future, including the right to adapt and develop the New Property Rights and to use the results thereby created to the above extent. The clause in the 2nd sentence of section 11.3 shall apply in the case of non-Buyer-specific manufacture.	若新增知识产权来源于受著作权保护的作品，销售方特此向购买方转让该等作品地域、内容、期限均不受限制的独占、可转让、可转许可使用权（著作人身权除外）。该使用权尤其包含：以当前已知及未来新增的全部使用方式，对新增知识产权进行复制、发行、公开传播、公众提供；同时有权对其进行改编、二次开发，并在上述范围内使用衍生成果。非定制生产情形，适用本条款第 11.3 条第二款规定。
11.5.	The Seller shall be bound to ensure that the rights pursuant to sections 11.3 and 11.4 can be granted to the Buyer in full and that the authors acting for it irrevocably waive their right to be named as authors under copyright law.	销售方应保证，可向购买方完整授予第 11.3 条、第 11.4 条约定的全部权利，并确保其相关创作人员不可撤销地放弃著作权项下的署名权。

11.6.	Insofar as the Seller already has property rights (as owner or under license) in connection with the Goods or the rendering of the Performance under these GTC ("Previous Property Rights") and uses these for this manufacture, the Seller shall notify the Buyer of these in writing when concluding the contract.	销售方就本合同项下商品或履约服务，已合法享有相关知识产权（自有或授权取得）（下称“原有知识产权”）且将其投入本次生产履约的，应在订立合同时，将该等原有知识产权以书面形式告知购买方。
11.7.	Insofar as the Buyer or third parties authorized by it imperatively require the Previous Property Rights of the Seller in order to use the Goods or the Service to be performed by the Seller, the Seller grants them a non-exclusive and irrevocable right, unlimited in territory and covered by the agreed purchase price, to use these Previous Property Rights for this purpose, including the right of modification, reproduction and distribution and the right to transfer them in whole or in part to the above extent. If the use recognizable to the seller is intended to be permanent, the right of use shall be unlimited in time.	若购买方或其授权第三方，为正常使用商品、接受销售方服务，必须使用销售方的原有知识产权，销售方特此授予其不可撤销、地域无限制的非独占使用权，相关费用已包含在约定采购价款内；使用范围包括修改、复制、发行，并可在上述使用范围内全部或部分转让该等权利。如销售方可合理预见该使用为长期性使用，则该使用权期限不受限制。
11.8.	Insofar as the scope of performance includes software, and unless expressly agreed otherwise, the provisions of sections 11.1 to and including 11.7 shall also apply for the software, including its documentation. Insofar as the software consists of software and software components that the Seller programs specifically for the Buyer, the Seller shall transfer the source code to the Buyer without undue delay if this is necessary for its functionality, interoperability and need for adaptation by the Buyer. The rights of use and exploitation shall extend to the object code, the documentation and, if transferred, the source code also. In other respects the provisions in section 11.5 to 11.7 shall apply analogously.	若履约范围包含软件，除双方另行书面明确约定外，本条第 11.1 条至第 11.7 条规定一并适用于软件及其配套文档。针对销售方专为购买方定制开发的软件及软件组件，如为保障软件功能运行、系统兼容及购买方后续改造调整所必需，销售方应毫不迟延地向购买方交付源代码。使用与利用权利范围，同时涵盖目标代码、配套文档，以及交付后的源代码。软件其余事项，类推适用本条第 11.5 条至第 11.7 条规定。
12.	<b>Spare Parts</b>	<b>备件</b>
12.1.	The Seller shall be bound to keep spare parts for the Goods supplied to the Buyer in stock for a period of at least fifteen (15) years after delivery.	销售方承诺，自商品交付之日起，至少十五（15）年内持续备存所供商品的备件库存。
12.2.	If the Seller intends to cease the production of spare parts for the products delivered to the Buyer, it shall notify the Buyer of this without undue delay after the decision on cessation. Subject to section 12.1, this decision must be made at least twelve (12) months before the cessation of production.	若销售方计划停止向购买方所供产品的备件生产，应在作出停产决定后立即通知购买方。除第 12.1 条另有约定外，该停产决定须至少提前十二（12）个月作出。
13.	<b>Conformity</b>	<b>合规性</b>
13.1.	HOERBIGER's quality assurance requirements in the prevailing version are a material part of the contract ( <a href="http://procurement.hoerbiger.com">procurement.hoerbiger.com</a> (go to Download)).	贺尔碧格现行版本的质量保证要求是合同的重要组成部分（ <a href="http://procurement.hoerbiger.com">procurement.hoerbiger.com</a> （点击下载））。
13.2.	In addition to the requirements under section 13.1, for its Performance the Seller is required to observe all globally applicable pertinent provisions, directives, standards, laws and relevant requirements of the customers of the Buyer which reflect both the state of the art and technology and safety and environmental requirements, all in the version applicable at the time of performance.	除遵守第 13.1 条要求外，销售方履行履约义务时，还须遵守全球适用的各项现行有效法规、指令、标准、法律，以及购买方终端客户的相关要求；前述规范均需契合当下最新技术水平、安全及环保要求，且以履约行为发生时的有效版本为准。
13.3.	The Performance of the Seller may not contain any substances which are classed as or suspected of being carcinogenic, mutagenic or toxic to reproduction or any artificially radioactive substances or release any such substances.	销售方交付的履约标的，不得含有被归类为或疑似具有致癌性、致突变性、生殖毒性的物质，也不得含人工放射性物质，同时不得释放上述有害物质。
13.4.	In the event that provisions of the above requirements overlap in content or deviate from each other, the stricter requirement (e.g. prohibition before declaration) shall always prevail.	若前述各项要求内容存在重叠或冲突，一律适用从严标准（如禁止优先于声明）。。

13.5.	Should a manufacturer's declaration or a declaration of conformity ("Machinery Directive") be required for the Performance, the Seller must create this and make it available at its expense without undue delay on request. For the case that a safety data sheet or substance safety report is required for the Performance, the Seller shall likewise make the corresponding documents available to the Buyer at its expense.	如履约标的需要提供厂商声明或符合性声明（《机械指令》），销售方应自行承担费用，按需立即编制并向购买方提供。履约标的如需附上安全数据表或物质安全报告，销售方同样应自行承担费用向购买方提交相应文件。
13.6.	The Seller is aware that the Buyer will transport the Performance worldwide by truck, rail and/or air or water.	销售方知悉，购买方将通过公路、铁路、空运及 / 或水运方式，在全球范围内运输该履约标的。
13.7.	With the offer the Seller shall send to the Buyer a fully completed safety data sheet for materials (substances, preparations) and objects (e.g. products, services, parts, technical equipment, uncleaned empties) which by their nature, properties or condition may present risks to the life and health of humans, to the environment and to property and which are therefore subject to regulations requiring special treatment with regard to packaging, transport, storage, handling or waste disposal. In the event of changes in the materials, objects or legal situation, the Seller shall send updated data sheets immediately.	销售方在报价时，须同步向购买方提交完整填写的安全数据表；材料（物质、制剂）和物品（如产品、服务、零件、技术设备、未清洗的空瓶），如其本身属性、性状存在危害人身健康、环境及财产安全的风险，且依法在包装、运输、仓储、操作、废弃物处置方面需特殊管控的，均须随附该文件。若材料、物品或法律法规适用情形发生变更，销售方须立即提交更新版安全数据表。
13.8.	The Seller shall be bound to send information and documents that are required in connection with section 13 to the Buyer promptly and enable their review. The Seller shall ensure that production and the test records and other documents and data – regardless of how they are stored – in connection with the rendering of the Performance can be inspected even after the end of post-series delivery. The Seller shall to that end store the documentation in a suitable, structured manner.	凡因适用本章第 13 条所需的全部资料与文件，销售方须及时提交至购买方，以供审核查验。销售方应确保：批量供货结束后，与履约相关的生产记录、检测报告及其他文件资料（无论存储形式）仍可供查验。销售方须以规范、分类有序的方式长期留存全部文件档案。
14.	<b>Labelling of the Goods, Advertising</b>	<b>商品标签、广告</b>
14.1.	The Seller shall label the Goods in accordance with the Buyer's instructions.	销售方应按照购买方的指示给商品贴上标签。
14.2.	Neither the Seller nor the Buyer may use copyrighted names, logos, trade names, trade marks or service marks of the other party without the prior written consent of the party holding or controlling these copyrights as owner.	未经著作权、商标权权属方事先书面同意，销售方与购买方均不得擅自使用对方受著作权保护的名称、标识、商号、商标或服务商标。
14.3.	Without the prior written consent of the Buyer, the Seller may not disclose the fact that it is a contract partner or supplier of the Buyer either in its marketing measures (e.g. when exhibiting the Goods) or in any other manner unless such publication is required by mandatory provisions of law. Even in this case the Seller shall inform the Buyer in good time before any such disclosure.	未经购买方事先书面同意，销售方不得在市场推广活动（如商品参展）或以其他任何方式，披露其为购买方合同合作方或供应商的身份；法律强制性规定要求披露的除外。即便属于法定必须披露情形，销售方也应在披露前及时通知购买方。
15.	<b>Confidentiality and Data Security</b>	<b>保密和数据安全</b>
15.1.	The Seller shall be bound to treat the terms of a purchase order from the Buyer and all information and objects (as defined in section 10) which are made available to it for this purpose as well as other information in strict confidence, to protect them from access by unauthorized third parties, and to only use them in order to execute the relevant purchase order. It shall return these to the Buyer immediately on demand after enquiries have been dealt with or purchase orders executed, unless doing so conflicts with statutory duties of retention.	销售方应对购买方采购订单条款、为履约所获取的全部信息与物品（第 10 条定义）以及其他相关信息严格保密，防止未经授权的第三方获取，且仅可用于执行对应采购订单。在处理询价或执行采购订单后，应在购买方提出要求时立即将其退还给购买方；但法律规定负有法定留存义务的除外。
15.2.	The duties of confidentiality pursuant to section 15 shall not exist if and to the extent that information (a) is in or enters the public domain without any breach of these duties;	具备下列情形之一的，第 15 条保密义务不再适用： (a) 信息非因违反保密义务而已进入或后续进入公有领域； (b) 从第三方合法获取该信息；

	<p>(b) was lawfully acquired from a third party;</p> <p>(c) was already known to the Seller;</p> <p>(d) must be disclosed on the basis of mandatory legal provisions or orders of a court or authority; or</p> <p>(e) was independently developed by the Seller without the use of or reference to the information of the Buyer.</p> <p>The burden of proof that one or more of the above exceptions apply shall rest with the Seller.</p>	<p>(c) 销售方事先已合法知悉该信息;</p> <p>(d) 依据强制性法律规定、法院或行政机关命令必须披露;</p> <p>(e) 销售方未利用、未参考购买方信息, 独立自行研发取得。</p> <p><b>存在上述任一免责情形的举证责任, 由销售方承担。</b></p>
15.3.	The Seller shall, to the extent allowed by law, make all reasonable efforts to notify the Buyer without undue delay of any such reason for disclosure, give the Buyer the possibility, to the extent allowed by law, to object to or restrict such disclosure, and offer the Buyer reasonable cooperation in the Buyer's attempts to prevent or restrict any such disclosure.	在法律允许范围内, 如发生法定披露事由, 销售方应尽合理努力立即通知购买方; 同时给予购买方在法律允许范围内提出异议、限制披露范围的机会, 并配合购买方采取措施阻止或限制相关信息披露。
15.4.	The Seller shall bind the subcontractors approved by the Buyer in accordance with section 4.1 to the same obligations under section 15.	销售方应要求经购买方依据第 4.1 条批准的分包商, 同样遵守第 15 条规定的全部保密义务。
15.5.	The Seller's duties of confidentiality pursuant to section 15 shall continue to apply for a period of another five (5) years beyond the end of the respective last purchase order.	本条保密义务, 在最后一份采购订单结束后, 继续存续五 (5) 年。
15.6.	In the case of electronic information, the Seller shall ensure the confidentiality, availability and integrity of such information by installing appropriate protective mechanisms for data processing and data storage systems.	针对电子信息, 销售方须为数据处理及存储系统配置完善防护机制, 保障电子信息的保密性、可用性与完整性。
16.	<b>Customs, Origin, International Supply Chain, Export Control</b>	<b>海关, 原产地, 国际供应链, 出口管制</b>
16.1.	The Seller shall inform itself of the requirements of customs procedures and shall make all necessary documents and information available to the Buyer in good time, such as the statistical article number (HS code / harmonized code), the names of preferential goods, certificates of origin and all other necessary information for import and export procedures. The Seller shall enclose a commercial invoice in English in duplicate with the accompanying documents for customs purposes. Any deviation will only be permitted with the prior written consent of the Buyer.	销售方应自行了解海关通关的要求, 并及时向购买方提供所有必要的文件和信息, 如商品统计编码 (HS 代码/协调制度编码)、优惠商品的名称, 原产地证书和进出口手续所需的所有其他资料。销售方须随附清关单证, 一并提交一式两份英文商业发票。任何变更均须事先取得购买方书面同意。
16.2.	Unless other or further requirements are laid down by law, the Seller shall send to the Buyer prior to first-time delivery with a corresponding validity period and thereafter unsolicited before the validity period expires a long-term supplier's declaration for products with preferential origin. The Buyer must be notified of any changes to the origin in writing without undue delay.	除法律另有另行规定外, 销售方首次交货前应主动提交具备有效期限的优惠原产地长期供应商声明; 后续应在有效期届满前主动重新提交。原产地信息发生任何变更的, 销售方须立即书面通知购买方。
16.3.	With regard to its goods within the meaning of foreign trade legislation, including all component parts, the Seller shall inform the Buyer without undue delay of (a) export restrictions and issued export approvals which exist in the country of manufacture and/or in the country of dispatch of the Performance; (b) duties to obtain approval which exist under US export and re-export law, including what are known as EAR99 goods; and (c) duties to obtain approval for dual-use goods, armaments and other goods listed as "restricted" which exist under Community law of the European Union or the national provisions of foreign trade legislation. To the extent that the Seller supplies merchandise, services and/or technologies which are subject to export controls,	<p>对于其外贸法规所指的商品, 包括所有零部件, 销售方应无不当延误地通知购买方:</p> <p>(a) 履约标的生产国及 / 或发运国现行有效的出口限制规定与已签发的出口许可;</p> <p>(b) 根据美国出口和再出口法律 (包括被称为 EAR99 的物项) 所规定的获取批准的义务</p> <p>(c) 欧盟共同体法规及各国外贸法规中, 军民两用物项、军备及其他列为"受限制"商品所需的审批义务。</p> <p>若销售方所供商品、服务及 / 或技术属于出口管制范畴, 须主动向购买方提供以下资料及文件:</p> <p>(a) 两用物项清单编号 (分别经修订的《两用物项条例》(EC) 428/2009 的商品清单附件);</p> <p>(b) 如涉及美国商品、服务及 / 或技术,</p>

	<p>the Seller shall forward the following information and corresponding documents to the Buyer unsolicited:</p> <p>(a) the dual-use list number (goods list annexes to the Dual-Use Regulation (EC) 428/2009 as respectively amended);</p> <p>(b) in the case of US merchandise, services and/or technologies,</p> <p>(i) whether these are subject to US re-export provisions (Export administration Regulations EAR and International Traffic in Arms Regulations ITAR);</p> <p>(ii) the ECCN no. (Export Control Classification Number) pursuant to US Export Administration Regulations (EAR, USML (U.S. Munitions List) according to ITAR);</p> <p>(iii) an export license; and</p> <p>(iv) the US original quantity and where necessary the amount of the portions subject to approval;</p> <p>(c) information on transport through the USA and/or manufacture and/or storage in the USA and/or production with the aid of US technology or parts;</p> <p>(d) other goods-related information material for the purposes of requesting official approvals; and</p> <p>(e) a contact person of the Seller for the clarification of any queries.</p>	<p>i) 是否受美国再出口法规《出口管理条例 (EAR)》《国际武器贸易条例 (ITAR)》约束;</p> <p>ii) 根据美国《出口管制条例》(EAR) 确定的 ECCN 编号 (出口管制分类编码); 以及根据《国际武器贸易条例》(ITAR) 确定的 USML 编号 (美国军需品清单);</p> <p>iii) 出口许可证</p> <p>iv) 美国原始数量及必要时需审批的分项数量;</p> <p>(c) 商品经美国转运、在美生产 / 仓储、借助美国技术或零部件进行生产的相关信息;</p> <p>(d) 办理官方审批所需其他商品相关资料</p> <p>(e) 销售方负责答疑的对接联系人。</p>
16.4.	<p>This duty of information shall exist for the Seller even after the end of business relations and for as long as these duties of information vis-à-vis the competent government agencies are incumbent upon the Seller and/or the Buyer.</p>	<p>即便双方业务关系终止, 只要销售方及 / 或购买方仍对主管政府机关负有相关信息报备义务, 销售方的前述信息披露义务依然存续。</p>
16.5.	<p>The Seller undertakes to produce, store, process and load Performances which are produced, stored, conveyed or supplied to or received by the Buyer at safe establishments and at safe transshipment locations and to protect them from unauthorized access during their production, storage, modification, processing, loading and conveyance. The personnel used must be reliable. Business partners acting on behalf of the Seller must be informed that they are likewise required take measures to safeguard the above supply chain. The Seller shall also ensure that it and its business partners comply with the pertinent laws and regulations, in particular those relating to foreign trade legislation (including import and export provisions) and anti-terror lists. A safety declaration or relevant certificate number must be provided on request.</p>	<p>销售方承诺, 在安全场所和安全转运地点完成履约标的的生产、仓储、加工、装运; 在生产、存放、改制、加工、装运及运输全过程中, 保护其免遭未经授权的接触。所聘用人员须具备可靠资质。代表销售方开展业务的合作方, 须被告知同样需采取措施维护上述供应链安全。销售方须确保自身及合作方遵守相关法律法规, 尤其外贸法规 (包括进出口规定) 及反恐制裁清单相关规定。一经要求, 须出具安全声明或提供相关证书编号。</p>
16.6.	<p>The Seller shall be bound to deliver the information and documents required in connection with sections 16.3 to 16.5 in good time, enable their examination by the customs authorities and obtain any official confirmations that may be required. The Seller shall assist the Buyer in reducing or minimizing the customs duties.</p>	<p>销售方须及时提交第 16.3 条至第 16.5 条所需全部信息与文件, 供海关查验, 并获取任何可能需要的官方确认, 协助购买方减免或尽量降低关税成本。</p>
16.7.	<p>If the Seller fails to fulfil its obligations pursuant to section 16, the Buyer shall not be responsible for any resulting delays in processing and payment of purchase orders (i.e. any default of the Buyer in that regard is expressly excluded for the duration of the resulting delay) and the Seller shall in that regard indemnify the Buyer against losses, claims of third parties and other consequences.</p>	<p>如果销售方未能履行其第 16 条项下的义务, 购买方无需对因此产生的订单流程延误、付款迟延承担责任 (明确排除购买方在此类延误期间所产生的任何相关违约责任), 且销售方应就此赔偿购买方因此遭受的损失、第三方索赔及其他后果。</p>
16.8.	<p>The Seller shall make all reasonable efforts to ensure that its third parties (e.g. suppliers) approved in accordance with section 4.1 also comply with the obligations on the Seller that are set out in section 16.</p>	<p>销售方应尽合理努力, 确保经第 4.1 条批准的第三方 (如上游供应商) 同样遵守第 16 条对销售方设定的全部义务。</p>
17.	<p><b>Insurance</b></p>	<p><b>保险</b></p>

17.1.	The Seller shall take out and maintain product liability insurance to the customary and reasonable extent in the industry with a flat-rate sum insured of at least five (5) million euros per case of personal injury/material damage with a leading and solvent insurer which covers the Seller's liability towards the Buyer and third parties to the necessary extent. The Seller shall present evidence of the existence and coverage of these insurance policies to the Buyer on request at any time and without undue delay.	销售方应按行业通行合理标准投保并维持产品责任险，选择领先的、具备偿付能力的主流保险公司；每次人身伤害及财产损失事故的单次投保保额最低不低于500万欧元，保障范围需足以覆盖销售方对购买方及第三方应承担的全部责任。经购买方随时要求，销售方应立即向购买方出示保险保单及保障范围的有效证明文件。
17.2.	The existence of an insurance contract shall not lead to a limitation of the obligations on the Seller arising from these GTC.	即便销售方已投保，亦不得因此免除或限制其在本通用条款项下应承担的义务。。
17.3.	Unless otherwise determined from the Incoterms applicable for the purchase order, the Seller shall obligate every carrier engaged by it to take out insurance for its own transport liability.	除非适用于采购订单的《国际贸易术语解释通则》另有规定，销售方应要求其委托的每一家承运人，自行投保并承担自身运输责任保险。
18.	<b>Protection of Personal Data</b>	<b>个人数据保护</b>
	The Buyer processes personal data electronically and non-electronically in conformity with the pertinent data protection regulations for the purposes of fulfilling obligations arising from the business relationship, law and business practice and keeps such data for a corresponding period of time. To that extent the personal data may be transmitted to companies of the HOERBIGER Group and business partners registered in the EU and in non-EU countries.	购买方依据相关的数据保护条例，以电子化及非电子化方式处理个人数据，用于履行业务关系、法定及商业惯例项下义务，并按规定留存相应期限。前述个人数据可能会传输给贺尔碧格集团旗下企业，以及注册在欧盟及非欧盟国家的业务合作方。
19.	<b>Limitation Period</b>	<b>诉讼时效</b>
19.1.	Unless otherwise determined below, the mutual claims of the Buyer and Seller shall become time-barred in accordance with statutory provisions.	除非下文另有规定，购买方和销售方之间的相互请求权应根据法律规定适用诉讼时效。
19.2.	If an acceptance procedure is agreed, the limitation period shall always begin from the acceptance procedure. The limitation period shall not prejudice the statutory limitation period for claims in rem of third parties for the restitution of property; claims arising from deficiencies in title shall in any case not become time-barred for as long as the third party can still assert the right – in particular because it is not yet time-barred – against the Buyer.	若双方约定设有验收流程，诉讼时效自验收完成之日起算。本诉讼时效约定，不影响第三方主张物权返还请求权的法定诉讼时效；只要第三方仍可向购买方主张权利（尤其自身时效尚未届满），则因权利瑕疵所产生的索赔请求权在任何情况下均不得视为已超过时效期间。
19.3.	The limitation periods under the law governing the sale of goods, including this extension, shall apply to the statutory extent for all contractual claims based on defects. To the extent that the Buyer is entitled to non-contractual claims for compensation due to a defect, the regular statutory limitation period shall apply unless application of the limitation periods of the law governing the sale of goods results in a longer limitation period in the individual case.	管辖商品销售的法律规定的诉讼时效，包括本条款的延长规定，应在法定范围内适用于所有基于瑕疵的合同请求权。如果购买方有权因瑕疵而提出非合同性质损害赔偿请求权，适用普通法定诉讼时效，除非适用商品销售法律规定的时效规则会取得更长时效期间的，则从其更长期间。
20.	<b>Termination of / Withdrawal from Contracts, Phase-out Period, Continuation</b>	<b>终止/解除合同、过渡期、合同延续</b>
20.1.	Notwithstanding other rights of the Buyer, the Buyer may terminate contracts in whole or in part at any time and will be released from the associated duty of counter-performance, in particular (a) if twenty-five (25) percent or more of the voting shares in the Seller are acquired or directly or indirectly controlled by a third party; (b) if the Seller is persistently unable to maintain its competitiveness in terms of technology, quality, service and price;	在不影响购买方其他既有权利的前提下，购买方有权随时全部或部分解除合同，并免除对应的对待给付义务，尤其发生下列情形时： (a) 如果销售方百分之二十五（25%）或以上的有表决权的股份被第三方收购或直接或间接控制； (b) 销售方在技术、质量、服务和价格方面持续丧失市场竞争力； (c) 与使用履约标的的购买方客户的供货合同终止的；

	<p>(c) if supply contracts with customers of the Buyer in which the Performance is used are terminated;</p> <p>(d) if the Seller is prevented from being able to render its Performances according to the contract beyond the respective periods of time due to an event of Force Majeure; or</p> <p>(e) in the event of an infringement of a provision in section 13.2 and/or section 22.</p>	<p>(d) 如果由于不可抗力事件，销售方不能在相应的时间段内按照合同履行义务；或</p> <p>(e) 如果违反第13.2条和/或第22条的规定。</p>
20.2.	Unless expressly agreed in writing, neither party may bring claims against the other party on the basis of termination of the contract pursuant to section 20.1.	除非另有明确书面约定，任何一方均不得以第 20.1 条规定的合同解除为由向另一方提出索赔。
20.3.	<p>In addition, a party can terminate (cancel) a contract in whole or in part for good cause, which shall in particular exist if</p> <p>(a) a material deterioration or considerable risk to the financial circumstances of the other party hereto occurs or threatens to occur and the fulfilment of obligations towards the other party is thereby endangered;</p> <p>(b) a material part of the business equipment of the other party that is essential for the performance of the respective agreement becomes the object of confiscation, expropriation or a boycott; or</p> <p>(c) the other party breaches material contractual obligations (e.g. suspension/loss of certification, breach of the duty of confidentiality, breach of the code of conduct) despite a warning notice from the first party.</p> <p>In addition, if the Seller repeatedly renders deficient Performances despite notice from the Buyer, or there is a gross breach of trust, e.g. false statements are made about Performances, Buyer is entitled to terminate the contract.</p>	<p>此外，一方当事人可以以正当理由全部或部分终止（解除）合同，尤其在下列情况下：</p> <p>(a) 另一方的财务状况发生严重恶化或面临严重风险，并因此危及对另一方履行义务的能力；</p> <p>(b) 另一方开展履约所必需的核心经营资产被查封、征收或遭到联合抵制</p> <p>(c) 另一方违反合同核心义务（如资质暂停 / 失效、违反保密义务、违反行为准则），且经守约方警告通知后仍未纠正。</p> <p>此外，如果销售方不顾购买方的通知，多次提供有瑕疵的履约标的，或者存在严重的失信行为（如就履约内容作出虚假陈述），则购买方有权解除合同。</p>
20.4.	To ensure continuous supply, the Seller shall be bound to inform the Buyer in writing without undue delay of events which could indicate that the Buyer has a right of termination within the meaning of section 20.1 or section 20.3.	为保障持续供货，一旦发生可使购买方依据第 20.1 条、第 20.3 条取得解除权的情形，销售方须立即书面通知购买方。
20.5.	In the event of the termination of a contract that is not founded on a material breach of contract by the Buyer and for which there is no other good cause for the Seller, the Buyer shall have the option of a phase-out period of up to twelve months from the effective date of the termination if and for as long as the Performance and the spare parts cannot be obtained from another supplier on comparable terms to those of the contract, evidence of which must be provided by the Seller. During the phase-out period the Seller shall be bound to supply the Performance and spare parts to the Buyer under the terms and conditions of this contract together with delivery schedules and purchase orders. The Seller may ask the Buyer how long the phase-out period is expected to last.	非因销售方严重违约、且销售方无其他正当解约事由而由购买方解除合同的，若同类履约标的及备件无法从其他供应商取得同等条件货源（相关举证责任由销售方承担），购买方可设定最长十二个月的供货过渡期。过渡期内，销售方须按本合同原有条款、交付计划及采购订单，持续向购买方供应履约标的及备件。销售方可向购买方询问预计过渡期时长。
20.6.	Unless otherwise agreed in writing, following the termination of a contract these GTC and the Performance-specific provisions shall continue to apply for spare parts and post-series deliveries. Furthermore, any termination of a contract shall be without prejudice to the clauses governing confidentiality agreements, warranties, liability, property rights, post-series and spare parts deliveries, the phase-out period, customs and export provisions, ownership rights and rights of use.	除另行书面约定外，合同解除后，本通用条款及针对该履约标的的专项约定，就备件供货及批量后续供货继续有效。合同解除不影响保密约定、质保责任、赔偿责任、知识产权、后续供货与备件义务、过渡期安排、海关及出口管制条款、所有权及使用权条款的效力。

20.7.	The Buyer shall be informed in writing and in good time in advance of all corporate or structural changes in the Seller, with full details of the effects on the rendering of Performances of the Seller.	销售方发生任何公司架构、股权结构变更的，须提前适时书面通知购买方，并详细说明该变更对自身履约造成的全部影响。
21.	<b>Transfer, Assignment</b>	<b>合同转让与债权让与</b>
21.1.	<p>Except in the case of section 21.1, the Seller shall not have the right to transfer this agreement and all rights and obligations arising from it to third parties without the written consent of the Buyer. Transfer by the Buyer shall not require the consent of the Seller.</p> <p>The Seller shall not have the right to assign monetary claims. If in that regard the Buyer expressly agrees in writing, the Seller shall inform the Buyer in writing in good time, at least 14 (fourteen) working days in advance, so that the Buyer can change the payment recipient, failing which the Buyer may make payment to the Seller with discharging effect.</p>	<p>除第 21.1 条另有情形外，未经购买方书面同意，销售方不得将本合同及其项下全部权利义务转让给第三方。购买方转让合同权利义务，无需征得销售方同意。销售方不得自行转让金钱债权。若购买方对此另行书面明确同意，销售方应至少提前十四（14）个工作日适时书面告知购买方，以便购买方变更收款主体；未提前告知的，购买方向原销售方付款即发生清偿效力。</p>
22.	<b>Safety Requirements for the Seller at HOERBIGER Sites</b>	<b>销售方在贺尔碧格现场的安全要求</b>
	The Seller shall inform its employees prior to entering HOERBIGER sites of the duty to comply with safety requirements. The safety instructions for external companies are available to download from <a href="http://procurement.hoerbiger.com">procurement.hoerbiger.com</a> (go to Download).	销售方应在进入贺尔碧格现场前通知其员工遵守安全要求的义务。可从 <a href="http://procurement.hoerbiger.com">procurement.hoerbiger.com</a> 下载适用于外部公司的安全说明。
23.	<b>Code of Conduct, Minimum Wage</b>	<b>行为准则、最低工资</b>
23.1.	<p>It is particularly important for the Buyer that the following principles are observed in the business relationship and with intermediaries, commercial agents, contract dealers and upstream suppliers. The Code of Conduct is available to download from <a href="http://www.hoerbiger.com">www.hoerbiger.com</a>. The Seller confirms that the following principles and practices are observed in its supply chain:</p> <p>(a) Compliance with laws and regulations</p> <p>(b) Respect for human dignity, personal freedom rights, equal treatment (prohibition of discrimination); prohibition of child, forced and illegal labor; freedom of association and collective bargaining; compliance with minimum wage and working hours regulations; provision of safe working conditions</p> <p>(c) Prohibition of bribery, corruption and extortion; prohibition of soliciting direct or indirect benefits personally or for third parties; prohibition of offering or procuring direct or indirect advantages</p> <p>(d) Compliance with provisions of foreign trade legislation and anti-money-laundering legislation</p> <p>(e) Abstention from anti-competitive practices</p> <p>(f) Compliance with social and environment laws and provisions; compliance with conflict material provisions (i.e. goods and materials are only to be obtained from legal and ethically responsible sources)</p> <p>(g) Correct and complete recording of all transactions in the business records and documents</p> <p>(h) Compliance with laws and regulations governing information security and data protection</p>	<p>对于购买方来说，在与中介机构、商业代理、合同经销商和上游供应商的业务关系中遵守以下原则尤为重要。行为准则可从 <a href="http://www.hoerbiger.com">www.hoerbiger.com</a> 下载。销售方确认其供应链遵循以下原则和作业规范：</p> <p>(a) 遵守法律法规</p> <p>(b) 尊重人的尊严、个人自由权利、平等待遇（禁止歧视）；禁止童工、强迫劳动和非法劳动；保障结社自由与集体谈判权；遵守最低工资和工时规定；提供安全的工作条件</p> <p>(c) 禁止贿赂、腐败和敲诈；禁止向个人或第三方索取直接或间接利益；禁止提供或获取直接或间接利益</p> <p>(d) 遵守对外贸易法规和反洗钱相关法律规定</p> <p>(e) 禁止实施限制竞争的不正当经营行为</p> <p>(f) 遵守社会和环境法律和规定；遵守冲突矿产管控规定（即商品及原材料仅可从合法、具备伦理责任的渠道采购）</p> <p>(g) 在业务记录和文件中正确完整地记录所有交易</p> <p>(h) 遵守有关信息安全和数据保护的法律法规</p>
23.2.	If the Seller becomes aware that an executive, managing director or partner of it, the Buyer or a third party involved in the business relationship with the Buyer is (apparently) in breach of the Code of Conduct, the Seller shall inform the Buyer of the (apparent) breach in writing without undue	如果销售方知悉其自身、购买方或与购买方有业务关系的第三方的高级管理人员、董事或合伙人有（明显）违反本行为准则的行为，应立即以书面形式通知购买方该（明显）违规情况。报告必须发送到以下电子邮件地址： <a href="mailto:compliance@hoerbiger.com">compliance@hoerbiger.com</a> 。

	delay. The report must be sent to the following email address: <a href="mailto:compliance@hoerbiger.com">compliance@hoerbiger.com</a> .	
23.3.	The Seller shall take corrective action to protect itself and the Buyer from harmful consequences, including fines, contract penalties, the termination of business with its customers and reputational damage.	销售方应主动采取整改措施，避免自身及购买方遭受不利后果，包括罚款、合同违约金、客户合作终止及声誉损失等。
23.4.	The Seller shall implement compliance provisions pursuant to section 22 and shall verify compliance by itself and its suppliers to a reasonable extent.	销售方应根据第 22 条执行合规要求，并在合理范围内验证其自身及其供应商的合规性。
23.5.	The Buyer may review compliance with the Code of Conduct at any time. The Seller shall cooperate with the Buyer and assist this review, including by presenting documents and declarations.	购买方有权随时对行为准则遵守情况开展合规审核。销售方应予配合并协助审核，包括按要求提供相关文件及合规声明。
23.6.	The Seller shall indemnify the Buyer against claims brought by third parties under applicable regulations governing liability and minimum wages in the supply chain. If Performances are subcontracted, this duty of indemnification shall also extend to the subcontractors or other third parties engaged by the Seller and their employees.	若第三方依据供应链责任及最低工资相关法规向购买方提出索赔，销售方向购买方承担赔偿责任。若履约业务存在分包，该赔偿义务同样适用于销售方委托的分包商、其他第三方及其从业人员。
24.	<b>General Provisions</b>	<b>一般规定</b>
24.1.	No addition, amendment, cancellation or waiver in respect of any provision contained in these GTC or a purchase order and no consent of a party to a deviation therefrom shall be effective under any circumstances unless it is made in writing and signed by both parties. Even if these requirements are met, this waiver or consent shall only apply for the particular situation and purpose for which it was given. Any communication or request directed at the Seller under particular circumstances or on a particular occasion shall not entitle the Seller to receive a further communication or request under similar or different circumstances.	对本通用条款或采购订单任何条款的补充、修改、解除或权利放弃，以及一方同意偏离约定条款的任何意思表示，均须以双方书面签署形式作出方可生效。即便满足前述形式要求，该等弃权或同意仅适用于特定情形及特定目的，不具有普遍效力。购买方针对特定情形向销售方作出的通知或要求，不得使销售方主张在相似或不同情形下享有同类通知或要求的权利。
24.2.	The headings of the provisions contained in these GTC are for convenience only and may not be used to interpret them.	本通用条款各条标题仅为查阅方便，不得作为条款解释依据。
24.3.	Should a provision or a part of a provision of these GTC be or become ineffective or unenforceable, it shall be disregarded and shall be without prejudice to the validity of the rest of these GTC. If necessary, the Buyer and the Seller shall be bound to replace the ineffective or unenforceable provision with an effective and enforceable provision equivalent to it in economic result provided that this does not result in a material change to the content of these GTC.	若本通用条款任一条款或条款部分内容无效、失效或不具有可执行性，该部分约定应予剔除，不影响本通用条款其余条款的效力。必要时，双方应协商以一条经济效果相当、合法可执行的条款替换无效条款，且不得对本通用条款整体内容作出实质性变更。
24.4.	No recurring practice between the Seller and the Buyer and no delay or omission by the Seller or Buyer in exercising a right granted under these GTC or a legal remedy shall be deemed a waiver of these rights. Each right granted in these GTC and each legal remedy of the Buyer is cumulative and shall exist simultaneously alongside other rights and legal remedies granted in law or applicable concepts of fairness, depending on the legal regime.	双方既往交易惯例、以及任何一方怠于行使本通用条款项下权利或法律救济权利的行为，均不视为对相关权利的放弃。本通用条款赋予购买方的各项权利及法律救济途径为累加并行关系，与法律规定及公平原则项下其他权利救济方式并存适用。
24.5.	English version of this document shall prevail in case of inconsistency between Chinese and English versions.	如果本文件的中英文版本不一致，应以英文本为准。
25.	<b>Applicable Law and Jurisdiction</b>	<b>适用法律和管辖</b>
25.1.	These GTC, the contractual relationship between the Buyer and the Seller and every agreement established in accordance with these GTC on the basis of a purchase order shall be governed by the laws of People's Republic of China,	本通用条款、购买方和销售方之间的合同关系以及根据本通用条款在采购订单基础上建立的每项协议均受中华人民共和国法律的管辖，明确排除国际私法和国际

	expressly excluding the conflicts-of-laws provisions of international private law and international uniform law, in particular the UN Sales Convention (CISG).	统一法的法律冲突条款，特别是《联合国国际货物销售合同公约》（CISG）。
25.2.	Any dispute arising from or in connection with the contract between Seller(s) and purchaser shall be under the jurisdiction of the People's Court at the place where the Buyer is domiciled..	凡销售方和购买方之间因本合同引起的或与本合同有关的任何争议，由购买方住所地人民法院管辖。
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Buyer (购买方) : HOERBIGER Compression Technology (China) Co., Ltd.  
 贺尔碧格压缩机技术 (中国) 有限公司 (盖章)

Seller (销售方) : (盖章)

Legal Representative / Authorized Signatory:  
 (法定代表人/授权签字人)

Legal Representative / Authorized Signatory:  
 (法定代表人/授权签字人)

Date (日期) : Year (年) Month (月) Day (日)

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