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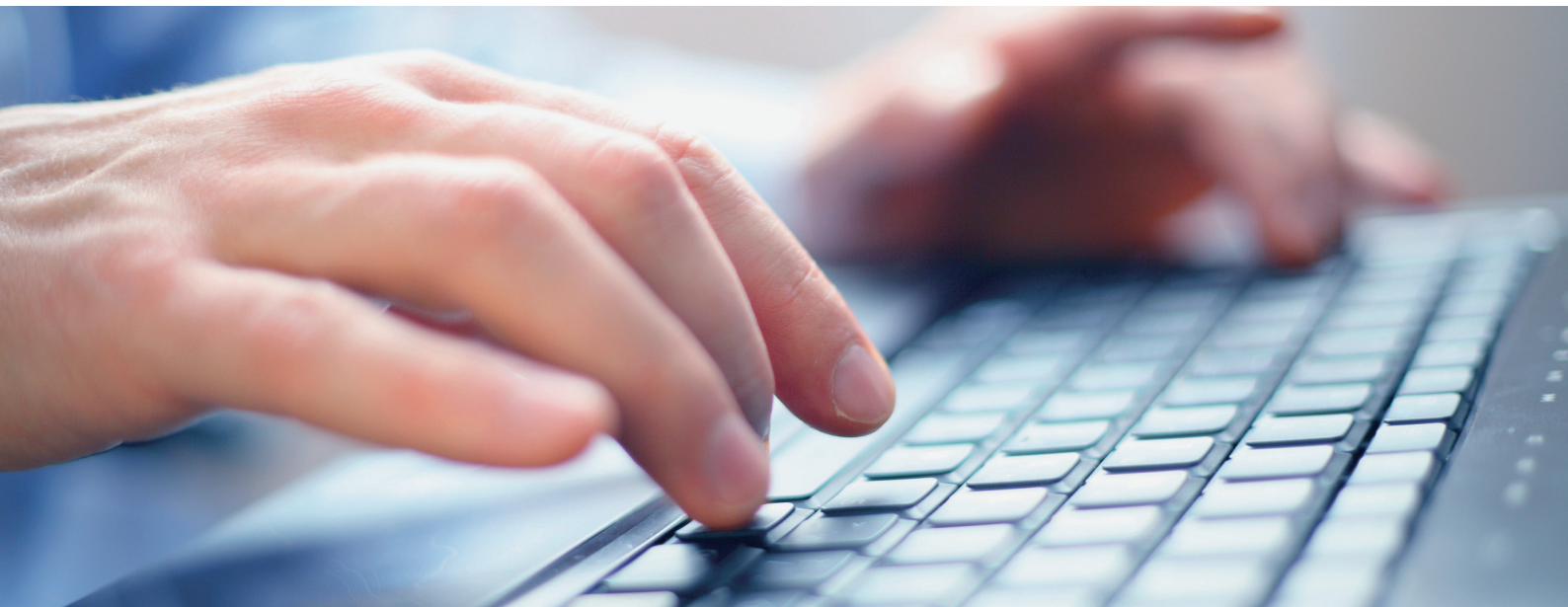
通风、控制以及驱动技术领域的引领者

一般采购条款和条件 施乐百机电设备（上海） 有限公司

General Terms and Conditions of Purchase

January 2024

Please note that this is an English translation of the original Chinese version. Both language versions shall have the same legal effect. In case of any conflict, the original Chinese version shall prevail.



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一般采购条款和条件 施乐百机电设备（上海）有限公司

General Terms and Conditions of Purchase

ZIEHL-ABEGG Mechanical and Electrical Equipment (Shanghai) Co., Ltd.

§ 1 一般条款和条件的适用

1. 有关法律关系应仅适用施乐百机电设备（上海）有限公司（“我方”）的一般采购条款和条件；我方不承认供应方的任何条款和条件，但我方书面明确同意适用的除外。
即便我方未提出保留地接受了供应方的交付，并且知晓供应方的一般条款和条件，本一般采购条款和条件仍同样适用。
2. 本一般采购条款和条件也适用于未来所有与供应方的交易。

§ 1 Application of the General Terms and Conditions

1. Only our General Terms and Conditions of Purchase (“GTC”) shall apply; terms and conditions of the Supplier shall not be recognized by ZIEHL-ABEGG Mechanical and Electrical Equipment (Shanghai) Co., Ltd. (“ZIEHL-ABEGG” also “Purchaser”) unless ZIEHL-ABEGG has explicitly consented to their application in writing.
The GTC shall likewise apply where the Supplier’s delivery is accepted without reservation by ZIEHL-ABEGG in awareness of terms and conditions of the Supplier.
2. The GTC shall also apply to all future transactions with the Supplier.

§ 2 订单

1. 只有通过书面形式、传真或电子邮件发出的订单方为有效。所有订单必须通过供应方出具的订单确认书的形式予以确认，但有放弃订单确认书的明确约定除外。若我方在订购日起3日内没有收到上述的确认书，则订单确认书被视为已由供应方发出。我方有权独立自主决定是否接受对订单的确认。供应方提供的所有报价以及相关活动都不得向我方收取费用。

§ 2 Orders

1. Orders shall only be valid where placed in writing, by telefax or by e-mail. Every order placed must be confirmed by means of an order confirmation issued by the Supplier except where there is an explicit agreement regarding waiver of the requirement for the confirmation of orders. Where ZIEHL-ABEGG does not receive the above-mentioned confirmation of order within three days from the date of ordering, the conformation of order is deemed to be given by the Supplier. It is in the sole discretion of ZIEHL-ABEGG, whether or not the conformation of order is accepted. All quotations submitted by the Supplier as well as all associated activities shall be free of charge for ZIEHL-ABEGG.

§ 3 价格、发运、包装

1. 约定的价格为固定价格，应包括包装费用、运输至我方指定的交付地址或使用地点的费用以及产生的关税和清关费，并且应排除任何性质的附加请求。
2. 除我方和供应方另有书面约定外，交付应适用《国际贸易术语解释通则（2010）》中的完税后交货（DDP）。
3. 供应方应在装运通知、提单、账单和所有与我方的通信往来中标明订单号。我方将不处理没有订单号的账单；供应方应对未履行该义务造成的一切后果承担责任。
4. 我方仅对符合订购数量并在约定交付期限内交付的货物负有收货义务。仅在我方事先书面同意的情况下，才允许超量或缺交付。
5. 供应方应承担运输相关的风险。因此，在货物交付到我方指定地点之前，任何变质、损失或损坏的风险应当由供应方承担。
6. 货物必须以避免运输中任何损坏的方式进行包装。包装材料的使用应仅以达到此目的的 necessary 程度为限。
7. 每一批装运的货物都必须附随提供一份交货单。交货单上必须包含以下信息：交付货物总数量和订单中标明的所有数据，特别是订单号、物品和正确的卸货地点。

§ 3 Prices, Shipment and Packaging

1. The agreed prices are fixed prices which shall include the costs of packaging and transport to the forwarding address specified by ourselves or the place of use as well as costs incurred for customs and clearing formalities and shall exclude additional claims of whatever nature.
2. Delivery shall be effected Delivered Duty Paid (DDP), Incoterms®2010, unless otherwise agreed by the Purchaser and the Supplier in writing.
3. Order number shall be stated on advices of shipment, bills of lading, invoices and all correspondence with both parties. Invoices without the order number will not be processed by ZIEHL-ABEGG; the Supplier shall be accountable for all consequences ensuing from failure to comply with this obligation.
4. We shall only be obliged to take delivery of the quantities ordered by us within the agreed delivery period. Deliveries which exceed or fall short of the specified quantity shall only be permitted where previously agreed by us in writing.

5. Shipment shall take place at the Supplier's risk. Any and all risks of deterioration, loss and damage shall thus remain with the Supplier until delivery to the place designated by ZIEHL-ABEGG.
6. Goods must be packaged in such a manner as to avoid any damage in transit. Packaging materials shall only be used to the extent that the same are necessary to achieve this purpose.
7. A delivery note must be included with every shipment. The delivery note must contain the following data, the total of the delivery quantity and all data indicated in the order, especially order number, item and the correct unloading point.
2. 在任何交付延迟的情况下，合理宽限期届满且该期间内供应方仍然没有履行的，我方有权要求赔偿以代替履行并可自主决定解除合同；分供应方不履行的风险应由供应方承担。
3. 如果交付延迟，我方有权要求供应方支付合同违约金，即每延迟一个工作日需支付订单净总价值0.2%的违约金，累计不超过订单净总价值8%。我方可以不做保留地提出违约金主张，直至开具最终发票。
4. 仅在供应方已书面通知我方且我方在合理宽限期内仍未履行的情况下，供应方才可就我方未履行合同或其他合作义务提出索赔请求。
5. 如果由于不可抗力 and 行业争议造成的延迟导致交付/履行在经济方面不再可以使用，我方将全部或部分地不再负有义务接受订单交付/履行，并有权解除合同。
6. 仅在明确书面约定时，我方才接受部分交付。如约定可部分装运，则须列明剩余交付的数量并明确剩余交付的交付期限。

§ 4 账单与支付

1. 账单应包含根据相关税法规定所需的所有信息及我方订单和供应方编号。未以适当形式提交的账单不能确定付款日期，只有以适当形式提交的账单才视为被我方接收。如进行提前交付，我方保留在约定的付款日之前不进行支付的权利。
2. 除非我方与供应商间存在其它的书面约定，采购价款应以通常的商业方式在自收到发票日起120个公历日内进行支付。
3. 如约定在供应范围内需提供物料检测证明或其他文件，则这些文件是交付的必要部分并应最迟同账单一并寄送给我方。

§ 4 Invoicing and Payment

1. Invoices shall contain all the information required by the relevant tax law as well as our order and supplier number. Invoices not submitted in due form shall not establish a due date for payment and shall only be deemed to have been received by ZIEHL-ABEGG once submitted in the proper form. ZIEHL-ABEGG reserves the right in the event of premature delivery not to effect payment until the due date agreed for settlement.
2. Payment shall be made by the normal commercial route within 120 calendar days calculated upon receipt of invoice, unless otherwise agreed in writing with the Supplier.
3. Insofar as certificates of material tests or other documents are agreed for the scope of supply, these are an essential part of the delivery and must be sent to us together with the invoice at the latest.

§ 5 交付日期、延迟交付、不可抗力

1. 订单中规定的交付日期具有约束力。

§ 5 Delivery Dates, Delay in Delivery, Force Majeure

1. The delivery date specified in the order shall be binding.
2. In the event of any delay in delivery, ZIEHL-ABEGG is entitled to demand compensation instead of performance following fruitless expiry of a period of time of reasonable length and terminate the contract at its discretion, whereby the risk of default on the part of the Supplier's sub-supplier(s) shall be borne by the Supplier.
3. In the event of delayed delivery ZIEHL-ABEGG shall be entitled to apply a contractual penalty amounting to 0.2% of the net total value of the order per working day of delay up to a maximum of 8% of the net total value of the order. ZIEHL-ABEGG may also apply the contractual penalty without making reservation until issue of the final invoice.
4. The Supplier shall only be entitled to claim against absence of provisions to be made by us or other co-operation obligations if he has reminded us in writing and ZIEHL-ABEGG has failed to meet these obligations within a reasonable period of grace.
5. ZIEHL-ABEGG is wholly or partly released from the obligation to accept the ordered delivery/performance and accordingly entitled to withdraw from the contract if the delivery/performance is no longer usable under consideration of economic aspects due to the delay caused by force majeure or the industrial dispute.
6. ZIEHL-ABEGG shall only accept partial delivery following explicit written agreement to this effect. In case of agreed partial shipments, the remaining quantity must be listed and the delivery date for the remaining delivery must be specified.



§ 6 担保/保证

1. 供应方保证供应的货物和所有履行达到最先进水平，约定的技术标准和技术规格以及适用的行业标准和法律规定。
2. 我方应享有全部法定瑕疵请求权（包括瑕疵造成的间接损害）；在所有情况下，我方有权自行决定要求供应方消除瑕疵或交付新的货物。若供应方未能在我方给予的合理期限内履行其后续履行的义务，我方有权自行采取必要措施或安排第三方采取补救措施，并由供应方承担费用及风险，或要求退货及退款。
3. 除非另有明确约定，供应方应提供36个月的质量保证期，从货物交付至我方时起算。备件的质量保证期为36个月，从安装或调试起算，但最迟不超过交付日起4年。
4. 对于改进后的零件或更换交付，质量保证期应从后续履行开始计算；如果约定需进行验收，则质量保证期从完成验收之日起重新计算。
5. 供应方应承担退还瑕疵物品造成的费用和 risk，以及所有因瑕疵而给我方造成的费用（特别是处理、运输、相关设施、劳务、人力、人员配置和材料等费用）。

§ 6 Guarantee/Warranty

1. The Supplier guarantees that the supplied goods and the implementation of all performances conform with the state-of-the art, the agreed technical standards and specifications as well as the applicable industrial norms and statutory provisions.
2. The statutory defect claims shall accrue to ZIEHL-ABEGG to their full extent (including consequential damage from defect); at all events ZIEHL-ABEGG shall be entitled at its discretion to request the elimination of defects by the Supplier or the delivery of a new item. Where the Supplier fails to satisfy his obligation of subsequent performance within a reasonable period of time granted by ZIEHL-ABEGG, ZIEHL-ABEGG shall be entitled to perform by itself the necessary measures or arrange the remedy by third parties at the expense and risk of the Supplier, or demand return of goods and refund of prices.
3. Unless otherwise expressly agreed, the Supplier shall provide a warranty period of 36 months, calculated upon the delivery of goods to ZIEHL-ABEGG. In the case of spare parts the warranty period shall be 36 months from installation or commissioning, but shall come to an end at the latest 4 years from the delivery.
4. For improved parts or for replacement delivery the warranty period shall begin after subsequent fulfilment; if acceptance has been agreed, the warranty period shall begin again from successful acceptance.

5. The Supplier shall assume the costs and risk involved in the return of defective items, as well as those costs incurred by ZIEHL-ABEGG due to their defectiveness (in particular costs of processing, transport, infrastructure, labour, staffing and materials).

§ 7 质量、产品责任

1. 供应方应采用适当类型和范围的最先进水平质量保证（合适的质量管理体系，例如DIN EN ISO 9000 ff），并根据我方的要求提供相关证明。如有需要，供应方应另外与我方签订质量保证协议。我方保留权利对上述质量管理体系进行现场检测以检查系统运作成效。
2. 在供应方应对产品瑕疵负责的情况下，如产品瑕疵给第三方造成损害而向我方提出索赔，而其可归因于供应方本身的管理和组织，且供应方应当向第三方承担或将承担责任的，供应方应我方要求应当向我方赔偿此等第三方索赔。
3. 在上述损害赔偿范围内，供应方有义务承担我方由于产品召回产生的或与召回相关的任何费用。在可能的情况下及可合理预见的范围内，我方应尽可能通知供应方召回措施的内容和范围，并给予供应方机会提供其意见。所有其他法定请求权均不受影响。
4. 供应方应保证购买产品责任保险，保险应在适当程度上涵盖召回的风险。在相关协议的有效期内，即直到相关瑕疵的质量保证期限届满，对每一起人身伤害/财产损失，一次性提供至少四千万人民币的保险金额；如果未来我方有进一步的赔偿请求权，该等请求权应不受影响。供应方应根据我方要求立即提供订立和续保保险的书面凭证。
5. 客户基于瑕疵的质保请求权的质保期为一年，自产品交付之日起算。

§ 7 Quality, Product Liability

1. The Supplier shall implement state-of-the-art quality assurance appropriate in type and scope (suitable quality management system e.g. DIN EN ISO 9000 ff) and provide ZIEHL-ABEGG with proof of this on demand. The Supplier shall additionally conclude a quality assurance agreement with ZIEHL-ABEGG as required. ZIEHL-ABEGG shall reserve the right to perform on-site testing to check the efficacy of said quality management system.
2. Where the Supplier is responsible for a product defect, he shall be obliged upon first demand to indemnify ZIEHL-ABEGG in respect of third-party claims for compensation where the cause can be attributed to his own sphere of management or organization and where the Supplier bears or would bear liability vis-à-vis third parties.



3. Within the scope of his liability for damages in the aforementioned sense, the Supplier is also obliged to reimburse any expenses incurred by us from or in connection with a recall campaign. ZIEHL-ABEGG shall inform the Supplier of the content and extent of such recall measures as far as this is possible and can be reasonably expected of same – and shall offer him the opportunity to comment in this regard. All other statutory claims shall remain unaffected thereby.
4. The Supplier shall undertake to maintain product liability insurance including an appropriate level of cover for the risk of recall, offering however an insured sum of at least 40 million RMB for each instance of personal injury/damage to property on a lump-sum basis for the term of the present agreement, i.e. until expiry of the limitation period for the relevant defect; where further claims to compensation accrue to ZIEHL-ABEGG, they shall remain unaffected thereby. The Supplier shall on request immediately provide ZIEHL-ABEGG with written evidence documenting the conclusion and maintenance of such insurance.

§ 8 财产权

1. 我方应当保留所有数据、图纸、计算以及其他文件的物权和著作权；没有我方的明确同意，上述文件不得提供给第三方。以上文件仅可为生产我方订单之目的而使用；在订单完成之后上述文件（包括其副本）应当自动归还我方。上述文件应当对第三方保密。在所有情况下，排除任何对上述文件的留置权利。
2. 供应方保证其交付所有的货物上不存在第三方财产权，尤其是交付和使用交付物品不会侵犯专利、许可或者第三方的其他财产权利。供应方应立即向我方和我方客户赔偿由于侵犯任何财产权而造成的第三方索赔，并承担由此造成的所有费用。

§ 8 Property Rights

1. ZIEHL-ABEGG shall retain the property rights and copyright to all figures, drawings, calculations and other documents; the same shall not be made accessible to third parties without our explicit consent. They shall be solely used for production on the basis of our order; following execution of the order they (including any duplicates) shall be automatically returned to ZIEHL-ABEGG. They shall be kept secret from third parties. Any right of retention to such documentation shall be excluded in all cases.
2. The Supplier guarantees that all deliveries are free of third-party property rights and in particular that delivery and use of the subject of delivery does not infringe patents, licenses or other property rights of third parties. The Supplier shall indemnify ZIEHL-ABEGG and our customers in respect of third-party claims resulting from any infringement of property rights on first demand and shall also assume all associated costs incurred thereby.

§ 9 其他

1. 当供应方停止支付、任命破产临时管理人或针对供应方财产启动破产程序时，我方应有权部分或全部解除合同（特殊解除）。
2. 业务合作伙伴行为准则 (BPCoC) 的有效性以及遵守其中规定的具体要求和义务的义务以补充方式明确提及。BPCoC 可在 ZIEHL-ABEGG 下载区找到：www.ziehl-abegg.com/zh//服务与支持/下载中心。供应商通过积极和真实的参与，支持 ZIEHL-ABEGG 实施法律规定的尽职调查程序。特别是在 BPCoC 中表达的 ZIEHL-ABEGG 的人权和环境期望方面，以下内容适用--在德国《供应链中的企业尽职调查法》规定的 ZIEHL-ABEGG 义务的实施背景下：

- ZIEHL-ABEGG 有权根据具体情况，要求提供有关遵守法律和 BPCoC 所列要求的进一步信息，并在事先通知后，在正常工作时间内，在供应商处所或由外部专家根据各自适用的法律规定现场核实遵守情况（每日历年最多一次，除非有正当理由进行核实）。在任何检查中，都应考虑到供应商合理的保密利益，并尽可能不影响业务流程。
- 供应商有义务通过对其直接供应商的相应合同要求，确保遵守 ZIEHL-ABEGG BPCoC 中规定的原则和义务，并有义务将遵守 ZIEHL-ABEGG 供应链相关原则的义务转嫁给其直接供应商。
- 供应商应设计并实施适当的合规培训措施，使其公司的管理人员和员工对 ZIEHL-ABEGG 的 BPCoC 和适用法律中规定的原则有适当程度的了解和理解。

- 如果供应商严重违反 BPCoC 中规定的原则和义务，ZIEHL-ABEGG 公司有权根据适用于合同关系的法律规定（特别是关于设定期限和发出警告的规定），通过特别通知终止与供应商的业务关系，而不考虑任何其他合同补救措施。ZIEHL-ABEGG 公司有权决定不终止合同，并指示供货商立即制定和实施一项计划，以结束或减少违规行为，并避免今后再发生违规行为。在概念实施期间，ZIEHL-ABEGG 公司可以暂时中止业务关系。

3. 双方之间合同关系以及其他法律关系适用中国实体法规定，同时排除《联合国国际货物销售合同公约 (CISG)》的适用。
4. 任何产生于或者与此一般条款和条件相关的争议应通过友好协商解决。如果无法通过协商解决，争议应提交至中国国际经济贸易仲裁委员会 (CIETAC) 上海分会申请仲裁并遵守申请仲裁时仲裁委有效的仲裁规则。仲裁裁决是终局的，对双方均有约束力。
5. 本一般采购条款和条件以中英双语版本进行签署。两种语言应有相同的法律效力。在发生冲突时，以中文版本为准。

§ 9 Miscellaneous

1. Where the Supplier ceases payments, a temporary trustee in bankruptcy is appointed or insolvency proceedings are instituted against his assets, ZIEHL-ABEGG shall be entitled to terminate the contract (extraordinarily) either partially or in its entirety.



2. The validity of the Business Partner Code of Conduct (BPCoC) and the obligation to observe the specific requirements and obligations regulated therein are expressly referred to in a supplementary manner. The BPCoC can be found in the ZIEHL-ABEGG download area at www.ziehl-abegg.com/zh//服务与支持/下载中心. The supplier supports ZIEHL-ABEGG in the implementation of legally prescribed due diligence processes through active and truthful participation and involvement. In particular with regard to the human rights and environmental expectations of ZIEHL-ABEGG expressed in the BPCoC, the following applies - against the background of the implementation of ZIEHL-ABEGG's obligations under the German Act on Corporate Due Diligence in Supply Chains:

- **ZIEHL-ABEGG is entitled to request further information on a case-by-case basis with regard to compliance with the law and the requirements listed in the BPCoC and to verify compliance - at most once per calendar year, unless there is a justified reason for verification - after prior notice and within normal business hours at the supplier's premises itself or by external experts in accordance with the respective applicable legal provisions on site. In any inspection, the justified confidentiality interests of the supplier shall be taken into account and business processes shall not be impaired as far as possible.**
- **The supplier is obligated to ensure compliance with the principles and obligations regulated in the ZIEHL-ABEGG BPCoC by means of corresponding contractual requirements vis-à-vis its direct suppliers and to obligate them to pass on the obligation to comply with the principles along the supply chain relevant to ZIEHL-ABEGG to their direct suppliers for their part.**
- The supplier shall design and implement suitable compliance training measures in which the managers and employees of its company are provided with an appropriate level of knowledge and understanding of the principles regulated in ZIEHL-ABEGG's BPCoC and the applicable laws.
- **If the supplier violates the principles and obligations contained in the BPCoC to a considerable extent, ZIEHL-ABEGG is entitled - irrespective of any other contractual remedies - to terminate the business relationship with the supplier by extraordinary notice in accordance with the statutory provisions applicable to the contractual relationship (in particular on setting deadlines and issuing warnings). It is at the discretion of ZIEHL-ABEGG to refrain from termination and to instruct the supplier to immediately draw up and implement a concept to end or minimize the violation and to avoid future violations.**

During the period of implementation of the concept, ZIEHL-ABEGG is free to temporarily suspend the business relationship

3. The Chinese material law is applicable to the contractual and other relations between the contract parties; UN Law on the International Sale of Goods is excluded.
4. **Any dispute arising from or in connection with these General Terms and Conditions or the contract shall be settled through friendly negotiation. In case no settlement can be reached, the dispute shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Sub-commission for arbitration in accordance with its rules in effect at the time of applying for arbitration. The arbitration award shall be final and binding upon the parties.**
5. This GTC is executed in Chinese and English. Both language versions shall have the same legal effect. In case of any conflict, the Chinese version shall prevail.

The Royal League

