

General Terms and Conditions of Purchase (GTCP)

(Status: 01.01.2014)
一般采购条款 (GTCP)
(状态: 01.01.2014)



1. General and scope

1.1 These General Terms and Conditions of Purchase ("GTCP") apply solely and exclusively to enterprises, corporate bodies under Company Law of the People's Republic of China.

1.2 We, PWO High Tech Metal Components (Suzhou) Co., Ltd., will not recognize any contrary or differing terms and conditions of the Supplier's unless we have expressly agreed to them in writing. Our GTCP shall also apply if we, being aware of the Supplier's contrary or differing terms and conditions, accept the Supplier's delivery without reservation.

1.3 Our GTCP shall also apply to all future transactions with the Supplier.

2. Offer and documents accompanying the offer

2.1 The Supplier is obligated to accept our order within a period of two (2) weeks. If we have not received a confirmation of our order within two (2) weeks of the order date, we shall no longer regard it as binding.

2.2 We shall have the right, within reason, to require the Supplier to make modifications to the construction and design of the delivery item. The consequences thereof, particularly with respect to additional or reduced costs and delivery dates, shall be determined by mutual consensus.

3. Prices and terms of payment

3.1 The price stated in the order shall be binding. Unless a special agreement has been made, prices are quoted with free delivery to our factory with customs duties paid (DDP as per Incoterms[®] 2010), including

1. 一般条款和范围

1.1 本一般采购条款（“一般采购条款”）仅适用于适用《中华人民共和国公司法》的公司和法人实体。

1.2 除非我司，配伟奥精密金属部件（苏州）有限公司，明确书面同意，我司不认可供应商任何相反或者不同的条款。我司的一般采购条款亦适用于我司在知道供应商相反或者不同的条款时仍然无条件接受供应商的交货。

1.3 我司的一般采购条款仅适用于与供应商达成的所有未来的交易。

2. 报价以及报价的附带资料

2.1. 供应商应在两（2）周内接受我司的订单。若我司在订单发送之日起二（2）周内未收到确认函，我司将视为订单未生效。

2.2. 我司有权要求供应商在合理范围内对交付产品的构造以及设计做出变更。因此产生的后果，尤其是对成本增加或者减少以及交付日期的影响，应经双方一致同意后确定。

3. 价格以及付款条件

3.1 订单中显示的价格应对双方有效。除非双方另行订立协议，报价应包括免费交付至我司工厂以及已经支付的关税（根据 2010 年国际贸易

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packaging and transport insurance. The return of the packaging shall require a special agreement.

术语完税后交货价 DDP)，包括包装费以及运输保险。包装返还应另行订立协议。

3.2 Prices do not include statutory value-added tax.

3.2 价格并不包括法定增值税。

3.3 Invoices can only be processed if they state the order number and the parts or item number, as specified in our order; the Supplier is responsible for all consequences resulting from failure to comply with this obligation.

3.3 发票应标明我司订单列明的订单号码以及部件或商品编号。供应商应承担未履行该义务导致的后果。

3.4 Unless otherwise agreed in writing, we will pay the purchase price within fourteen (14) days with a cash discount of 3% (3/100), within thirty (30) days with a cash discount of 2% (2/100), or after sixty (60) days without discount, in each case calculated from the date of receipt of the delivery and invoice. Whichever date is later shall be the relevant date for the start of the payment period. If deliveries are accepted early, the due date of payment shall depend on the agreed delivery date.

3.4 除非双方另行书面约定，若我司在十四（14）日内现金支付，折扣应为 3% (3/100)；若在三十（30）日内现金支付，折扣应为 2% (2/100)；若在六十（60）日之后现金支付，则不享受任何折扣，以上所有日期均自收到交货以及发票后起算，以晚发生日期为付款起算日期。若提前接受交付，付款到期日应按约定的交付日期计算。

3.5 The Supplier shall immediately provide any certificates of origin that we request, properly signed and with all the necessary details filled out. If the details on the certificates of origin for the delivered goods are no longer accurate, the Supplier shall immediately notify us in writing without being requested to do so. The same applies to value-added tax invoices. The Supplier shall notify us immediately if a delivery or part thereof is subject to export restrictions under Chinese law or any other law.

3.5 供应商经我司要求应立即提供合法签署的原产地证明并填好所有必要信息。若交付产品的原产地证明的细节不准确，供应商应无需我司要求，立即主动书面通知我司。本规定同样适用于增值税发票。若交付或者部分交付基于中国法律或者其他法律而受出口限制，供应商应立即通知我司。

3.6 If a delivery is defective, we shall have the right to withhold a proportion of the payment equivalent to up to twice the value of the defective delivery until the contract has been properly fulfilled. As of that date, section 3.4 shall apply accordingly.

3.6 若交付有瑕疵，我司有权扣留相当于瑕疵交付双倍价值的款项直至合同得到完全履行。自该日起则适用第 3.4 章。

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3.7 Unless we have agreed in writing, the Supplier shall not have the right to assign its claims against us or to have these debts collected by third parties. Consent shall be deemed granted in the case of an extended reservation of title.

3.7 除非我司书面同意，供应商无权将对我司的索赔权或者债权转让给第三方。如涉及所有权保留延期，视为获得我司同意。

4. Delivery period

4. 交货期限

4.1 The delivery period specified in the order is binding. Once it expires, the Supplier shall be deemed to be in default without a due date needing to be set.

4.1 订单列明的交付日期具有约束力。一旦交付日期到期，即应视为供应商违约，而无需另行设定到期日。

4.2 The Supplier is obligated to give us immediate written notice if any circumstances arise or become apparent which indicate that the binding delivery period cannot be adhered to.

4.2 若任何表明交付日期不能遵守的现象发生或者迹象明显，供应商应立即通知我司。

4.3 In the case of a purchase agreement/master agreement, the Supplier agrees to be ready to deliver at any time within a fixed delivery period and to duly comply with our delivery schedules.

4.3 若双方签署了采购协议/主协议，供应商同意在规定的交付日期内完全按照我司的交货时间表随时交付。

4.4 In the event of force majeure, industrial disputes, measures taken by the authorities and other unforeseeable, unavoidable and serious events, the Supplier must immediately take all reasonable steps in order to provide the necessary information and to adjust its obligations to the changed situation. If such circumstances render a delivery or service impossible, we shall have the right to withdraw from the contract without being liable for any damages that may arise as a consequence.

4.4 若发生不可抗力、劳资纠纷、或者政府机关采取的措施或者其他未能预见、无法避免且情况严重事件，供应商需立即采取一切合理措施，以提供必要信息并调整其义务来应对变更后的形势。若该情形导致无法交付或者提供服务，我司有权撤销合同并且对可能产生的后果无需承担任何责任。

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4.5 If the Supplier does not perform its contractual obligations by the due date or does not perform as agreed, we shall be entitled to enforce our statutory rights. If we have set a reasonable extended deadline and this expires without result, we shall have the right to withdraw from the contract and to claim damages.

4.6 The acceptance of late deliveries or services shall not be construed as a waiver of our right to claim damages.

4.7 If the Supplier falls behind on the agreed-upon delivery dates, Supplier shall have to pay a fine of 0.3% (3/1000) of the order amount for every calendar day beyond the due date. The fine shall not affect the right to claim further damages caused by the delay, although the fine may be deducted from such damages.

5. Reservation of title and third-party rights

The deliveries and services shall be provided without reservation of title and unencumbered by third-party rights. If this should not be possible for the Supplier, any third-party rights to the delivery items must be disclosed immediately of the Supplier's own accord, and we reserve the right to withdraw from the contract without paying damages.

6. Liability

Claims for damages based on any legal grounds whatsoever shall only be enforceable against us in the case of a culpable breach of material contractual obligations. In the case of a culpable breach of material contractual obligations, we shall only be liable for the direct and reasonably foreseeable damage. "Material contractual obligations" are such obligations which protect the essential contractual

4.5 若供应商在合理时间未能履行约定的义务, 或者未能按照约定履行, 我司有权行使法定权利。若我司给予合理的宽限期但在届满时仍然无果, 我司有权撤销合同且有权要求索赔。

4.6 接收延迟交付或者延迟提供的服务不视为我司放弃索赔的权利。

4.7 若供应商晚于约定的交付日期交付, 每逾期一个公历日, 供应商应支付订单金额 0.3% (3/1000) 的罚款。该罚款不影响我司对延迟交付造成损失的进一步索赔, 但该罚款可以从赔偿中直接扣除。

5. 所有权保留以及第三方权利

供应商交付货物和提供服务不得保留所有权, 也不得受第三方的权利的约束。如果供应商不能满足上述要求, 则供应商立即主动将所交付货物和服务上的第三方权利披露给我司, 且我司有权撤销合同而无需支付任何赔偿。

6. 责任

仅在我司确实地违反协议实质义务应受处罚时才可对我司强制实施基于任何法律依据的索赔。我司仅对确实违反协议实质义务应受处罚时造成的直接并可合理预见的损失进行赔偿。“协议实质义务”指保护客户基于协议内容和目的而享有的基本法律地位的义务。此外, 协议实质义务指合理实施本协议所需, 且客户一直信赖以及继续信赖应该遵守的义

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legal position the customer is entitled to with regard to the contents and purpose of the contract; furthermore, material contractual obligations are such obligations whose fulfillment makes a proper performance of the contract possible in the first place, and which the customer has regularly trusted and may trust to be complied with.

务。

7. Intellectual property rights and confidentiality

7. 知识产权以及保密条款

7.1 The Supplier guarantees that all deliveries shall be free of third-party rights and, in particular, that no patents or other industrial property rights of third parties shall be violated by the delivery and use of the goods.

7.1 供应商保证所有的交付将不受第三方权利影响，尤其是产品的交付和使用不得影响第三方的专利或者其他工业产权

7.2 If a third party brings a claim against us on such grounds, the Supplier must indemnify us against these claims on first written demand.

7.2 若第三方基于上述理由向我司索赔，供应商应在我司第一次提出书面要求后弥补我司损失。

7.3 The Supplier's obligation to indemnify us extends to all expenses, including court costs and lawyers' fees, that we necessarily incur as a result of or in connection with a third party asserting a claim against us.

7.3 供应商应赔偿我司支付的所有费用，包括诉讼费用、律师费用等源自或者关于第三方向我司索赔导致我司应承担的费用。

7.4 We reserve title to and copyright of illustrations, drawings, calculations and other documents disclosed to the Supplier; they may not be made accessible by the Supplier to third parties without our express written consent. They must be used by the Supplier exclusively for production based on our order; after processing of the order has been completed, they must be returned to us without a specific request on our part. They must be kept secret from third parties.

7.4 我司保留对披露给供应商的图样、图纸、运算和其他文件的所有权以及著作权；未经我司明确书面同意，供应商不得向任何第三方披露这些文件。且供应商仅能为了生产我司订单的目的使用这些文件；当这些订单加工完毕后，我司无需明确要求，供应商应立即归还这些文件。这些文件应对第三方保密。

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7.5 The contracting parties agree to treat all non-evident commercial and technical details that become known to them in the course of the business relationship as business secrets. The same obligation must be imposed on any subcontractors.

7.5 协议双方同意将建立业务关系期间获知的所有秘密的商业和技术信息保密视为商业秘密对待。本规定同样适用于所有分包商。

7.6 The Supplier may only disclose the business relationship for advertising purposes if we have given our prior written consent.

7.6 供应商仅可在取得我司事先书面同意时，为宣传目的披露双方之间的业务关系。

8. Competitive ability

8. 竞争力

8.1 We recommend that the Supplier continuously maintain and improve its competitive ability, particularly with regard to its technology, quality, prices, delivery reliability and service.

8.1 我司建议供应商应始终保持并提高其竞争力，尤其是在技术、质量、价格、交付可信度以及服务质量方面。

8.2 Should one of the Supplier's competitors make us a better offer, we shall have the right to present this detailed and comparable offer to the Supplier with a request to adjust the existing conditions accordingly, based on the competitive offer, within a period of three (3) months. The Supplier is obligated to notify us in writing within one (1) month after receiving the above-mentioned request to inform us whether the Supplier is willing to adjust its conditions accordingly within the period of three (3) months specified above. If the Supplier does not agree in writing and within the period prescribed to adjust its conditions accordingly to those of the competitive offer, we shall have the right to cancel the delivery items affected by the competitive offer at three (3) months' notice. If the Supplier fails to implement the improved conditions fully and within the period prescribed despite having agreed to do so, we shall have the right to cancel the delivery items affected by the competitive offer without notice.

8.2 若供应商的任一竞争对手向我司提出更优惠的报价，我司有权将该竞争性报价的详细信息提供给供应商，并要求供应商在三（3）个月内基于竞争性报价相应调整当前的条件。供应商应在收到上述要求后一（1）个月内书面通知我司其是否愿意在上述规定的三（3）个月内调整其条件。若供应商书面拒绝在规定的时间内相应调整至优惠的条件，我司有权提前三（3）个月通知取消受到竞争性报价影响的产品交付。若供应商虽同意适用更优惠的条件，却未能在规定的时间内完全落实该等条件，我司有权无需通知即取消受到竞争报价影响的产品交付。

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9. Quality, environment and documentation

9. 质量、环境以及存档

9.1 The Supplier's deliveries must comply with the rules of technology and safety regulations, as well as the technical data disclosed in any form by us. Any modifications to the delivery item require our previous written consent.

9.1 供应商的交付需符合技术和安全规定的要求，以及我可以任何形式披露的技术指标。对应交付产品的任何变更都应取得我司的事先书面同意。

9.2 Additionally, the Supplier's deliveries shall comply with the applicable legal regulations, Official Chinese Standards, regulations, terms or law within the Chinese territory.

9.2 此外，供应商的交货应符合中国境内可适用的法律规定、中国官方标准、条例、条款或者法律。

9.3 The Supplier will immediately inform us of relevant changes to goods, their availability, possible use or quality caused by statutory regulations and coordinate appropriate measures in individual cases. The same applies as soon as and insofar as the Supplier recognizes that such changes will occur.

9.3 若因法律规定导致产品本身、产品供应量、适用范围或质量产生相应改变，供应商应立即通知我司，并根据个案协调适当的应对措施。本规定同样适用于供应商发现即将发生的改变。

9.4 The Supplier must continuously verify the quality of the delivery items. We and the Supplier shall keep each other informed about any options of improving the quality.

9.4 供应商应持续核实所交付货物的质量。协议双方应将任何可提高质量的办法告知另一方。

9.5 If the type and scope of the tests, the testing materials and the testing methods have not been agreed upon between the Supplier and us, we are willing to discuss the tests with the Supplier at its request within the scope of our knowledge, experience and possibilities in order to determine the required state of the art in test engineering. In addition, we shall inform the Supplier of the relevant safety regulations on request.

9.5 若供应商和我司未就检测类别或检测范围、检测材料以及检测方式达成协议，我司愿意经其要求在我司的知识、经验以及可行性范围内就检测与供应商协商，以确定对于检测技术要求的工艺水平。此外，我司应经供应商要求向其提供相关安全规范。

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9.6 Furthermore, the Supplier must comply with keeping special records to show how, in what way and by whom the delivery items have been inspected and what results the required quality tests have delivered. The test records must be kept for ten (10) years and submitted to us on request. The Supplier shall impose the same obligations on its own suppliers as far as the legal framework allows. The duty to keep documentation applies to all delivery items unless an exception agreement has been made.

9.7 To the extent to which the authorities or public clients may wish to examine our production process and production documents in order to subsequently verify certain requirements, the Supplier, at our request, shall agree to grant them the same rights at its factory and provide them with all reasonable support.

10. Activities at our company

Any persons working at our company in order to meet the Supplier's obligations are subject to the provisions and regulations of our guidelines for external companies and our applicable instructions with regard to accident prevention, work safety regulations, environmental or other regulations. Dangerous materials may only be used at our company in coordination with our experts and must be labelled accordingly.

9.6 此外, 供应商应遵守保存记载交付产品检测方式、方法、检测人员以及质量检测要求的结果的特殊记录。检测记录应保留十(10)年, 且经我司要求应向我司提供。供应商将在法律允许的框架内对其供应商提供相应的要求。除双方另有约定, 保留存档的义务适用于所有交付的产品。

9.7 若政府机关或者公共部门客户计划检查我司生产过程以及生产文件以相应核实某项要求, 经我司要求供应商应同意允许上述部门在工厂进行检查时享有同样的上述权利并应提供合理的协助。

10. 我司员工的活动

任何为履行供应商的义务而在我司工作的人士应遵守我司针对外部公司制定的指引规范和规定, 以及我司就事故预防、安全工作规范以及环境规范和其他规范作出的适用的指示。危险材料仅能与我司专家共同工作时方能使用, 且应作出相应标记。

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11. Material defects

11.1 We will examine the goods within a reasonable time after they have arrived at their destination in order to determine whether the correct quantity and type of goods has been delivered and whether the goods show any externally identifiable damage. We shall immediately notify the Supplier in writing of any defects in the delivery as soon as they have been detected in the proper course of business. In this respect, the Supplier shall raise no objection as to a delayed complaint.

11.2 We shall be entitled to full statutory claims in respect of material defects. If there is any indication of a material defect within twelve (12) months of the transfer of risk, it will be presumed that the item was already defective at the time of the transfer of risk, unless such a presumption is inconsistent with the nature of the item or the type of defect.

11.3 If the Supplier has made an unsuccessful attempt to remedy the defect, has unjustifiably refused to remedy the defect or allowed a reasonable extended deadline to expire without action, we shall have the right to rectify the defect ourselves or to have it rectified and to claim compensation for the expenses incurred. We shall have the same right in urgent cases, particularly in order to avert acute dangers or to avoid greater damage.

11.4 If the defect is not found until after production has commenced, we can also claim damages for additional expenses.

12. Product liability, indemnification, and third-party insurance coverage

11. 材料瑕疵

11.1 我司在货物到达交付地点后合理时间内进行检测，以确认交付数量以及产品类型是否正确，并确认商品是否存在外在的可识别的损坏。若在交易合理期间内发现交付产品存在任何瑕疵，我司应立即书面通知供应商。就此，供应商不得对延迟提出的意见提出任何异议。

11.2 我司有权就材料瑕疵获得全部的法定的赔偿。若在风险转移后十二（12）个月内有任何迹象表明材料存在瑕疵，则应推断在风险转移时即存在瑕疵，除非该推断与产品特性或者瑕疵类型不一致。

11.3 若供应商未能成功弥补瑕疵，或者无合理理由拒绝对瑕疵作出弥补，或者未能在合理延长期限内采取任何措施，我司有权自行或由第三方弥补瑕疵，并有权就因此产生的费用要求供应商赔偿，在紧急情况下，尤其是为了避免产生严重危险或避免更大损失时，我司享有同样的权利。

11.4 若在生产开始后才发现瑕疵，我司还可就产生的额外费用要求赔偿。

12. 产品责任、赔偿以及购买第三方保险

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12.1 In as far as the Supplier is responsible for damage to a product, the Supplier is obligated to indemnify us against third-party claims for damages on first demand to the extent to which the cause lies within the Supplier's sphere of control and organization and the Supplier is itself liable in legal relationships with third parties.

12.2 In this context, the Supplier is also obligated to reimburse us for expenses resulting from or in connection with any recall that we carry out in accordance with relevant laws and regulations in China. We will notify the Supplier of the nature and scope of the recall measures to be carried out – insofar as this is possible and reasonable – and give the Supplier the opportunity to comment.

12.3 The Supplier agrees to maintain a product liability insurance policy with sufficient coverage for personal injury/damage to property, and to provide us with evidence of such coverage on request; this shall not affect any further claims for damages that we may have.

13. Production materials

13.1 The ownership of models, moulds, templates, samples, tools, plans and other production materials that the Supplier produces or procures in order to complete the order must be transferred to us as soon as they have been accepted by us, regardless of whether or not we are charged a portion of the costs. It is hereby agreed with the Supplier that instead of handing over the production materials to us, the Supplier shall store them on our behalf. Any production materials that we provide shall remain our property and may not be used for any other purposes. The Supplier shall bear the costs of repair and renewal, as well as the risk of destruction and

12.1 如供应商对产品损害应承担赔偿责任，供应商应经我司首次要求即应弥补我司因赔偿第三方而遭受的损失，该弥补损失的范围限于供应商的控制范围内和组织机构内造成的且供应商基于与第三方的法律关系而应承担的损失。

12.2 在此种情况下，供应商还有义务弥补我司根据中国相关法律法规召回而产生的或与召回有关的费用。我司会就要采取的召回行为的性质和范围通知供应商（在可能且合理的范围内），以给予供应商机会提出其意见。

12.3 供应商同意一直持续购买产品责任险，保额足以涵盖对人身损害/财产损害的赔偿，并经我司要求向我司提供投保证明；该规定不影响我司就可能的损害提出的进一步索赔。

13. 生产材料

13.1 供应商生产或取得的用于完成订单的模型、模子、模板、样品、模具、计划以及其他生产材料的所有权应在我司接受产品后立即转移至我司，无论我司是否支付部分费用。供应商同意代我司储存生产材料，而非交付给我司。我司提供的任何生产材料属于我司财产，不得用于其它目的。供应商承担维修或更新生产材料的费用，以及避免生产材料损毁或变质的风险产生的费用。未经我司事先书面同意，不得销毁、出售、抵押、转手或者其它方式处理生产材料。

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deterioration of the production materials. Production materials may neither be destroyed, sold, pledged, passed on nor otherwise disposed of without our prior written consent.

13.2 The production materials must be handed over to us without further request as soon as the processing of the business allows or, in any case, immediately after we have made such a request.

13.2 在业务允许时或其它情况下，经我司要求，供应商应立即（无需经我司再次要求）将生产材料转交给我司。

13.3 Production materials may only be used for deliveries to third parties if we have first given our written consent. The provisions under clause 7 regarding confidentiality shall also apply.

13.3 生产材料仅能在我司事先书面许可时用于给第三方的交付产品。第7条关于保密协议的规定亦适用。

14. Initial sample inspection

14. 初始样件检测

On the first order or in case of any changes to the execution of orders, we must be provided with at least one sample with an initial sample inspection report before final production takes place. In this case the final order will be placed on the condition that the sample has been approved by us.

第一次下订单或者对订单执行进行任何变更时，在最终生产之前应至少向我司提供一个样件以及初始样件检测报告。样件经我司许可后才可以下最终订单。

15. Force majeure

15. 不可抗力

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No contracting party shall be liable to the other contracting party for any failure to perform or any delay in the performance of that contracting party's obligations hereunder when such failure to perform or delay in performance is caused by an event of force majeure. The contracting party influenced by the force majeure shall inform the other contracting party within three (3) days after the accident and provide the relevant evidences to prove the reality of facts and the direct relationship between the force majeure and the non-performance of its obligations hereunder. For the purpose of this clause, the term "force majeure" shall include war, rebellion, civil disturbance, earthquake, fire, flood, strike, lockout, labor unrest, acts of governmental authorities, shortage of materials, acts of God, acts of the public enemy and, in general, any other causes or conditions which are unforeseeable, unavoidable and insurmountable by the contracting parties.

16. Reservation of title

16.1 In the event that we provide the Supplier with parts, we hereby reserve title to such parts. If these parts are processed or reworked by the Supplier, this shall be done on our behalf. If the purchased item is processed with other items that do not belong to us, we shall acquire co-ownership of the new item in the same ratio as that between the value of the purchased item and the other items processed at the time of processing.

16.2 The same shall apply in the case of amalgamation. If the amalgamation is such that the Supplier's item is regarded as the main item, it is deemed agreed that the Supplier shall transfer a co-ownership share to us and shall keep the resulting item of which we are the sole owners or the co-owners on our behalf.

若一方因不可抗力而未能履行或延迟履行其协议项下义务，该方无需对另一方就未能履行或延迟履行承担责任。受不可抗力影响的一方应在事件发生后三(3)日内通知另一方，并提供相关证据证明事件的发生以及不可抗力和不履行义务之间的直接联系。就本条而言，“不可抗力”应包括战争、叛乱、内乱、地震、火灾、洪水、罢工、封锁、劳动力动荡、政府机关行为、物资短缺、天灾、公敌行为以及任何其他协议双方不可预见、无法避免和不能克服的原因或情况。

16. 保留所有权

16.1 若我司向供应商提供零部件，我司保留对该部件的所有权。若该等部件由供应商加工或者重做，应视为代表我司进行。若购买的产品是与不属于我司的产品一起加工获得的，我司对新产品基于购买的产品以及加工的其他产品的价值比例享有共有权。

16.2 该规定同样适用于产品混合。若混合时，供应商的产品为主要产品，则视为供应商同意将其共有权份额转让给我司，并代表我司保存我司享受独有或共同所有权的那一部分产品。

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17. Right of retention and set-off

The Supplier shall only have set-off rights if the Supplier's counterclaims have been established as legally binding, are undisputed or have been acknowledged by us. Furthermore, the Supplier shall waive any rights of retention which the Supplier may be entitled to with regard to the business relationship with us.

18. Compliance with laws

The Supplier is obligated to refrain from committing any acts that might result in any administrative and/or criminal liability due to fraud or breach of trust, insolvency offences, criminal acts against free competition, granting of an undue advantage or bribing of persons employed by the Supplier or third parties. In the event of any breach of this clause, we shall be entitled to withdraw from and/or terminate all legal transactions with the Supplier without notice or compensation and to stop all negotiations. Notwithstanding the above, the Supplier shall be obligated to comply with all applicable laws and regulations in China and other countries that affect the Supplier and its business relationship with us.

19. General provisions

17. 扣留和抵销权

供应商仅在其提起的反诉具有法律约束力、且毫无争议或经我方认可时才享有抵销权。此外，供应商应放弃其基于与我司的业务关系而可能享有的任何扣留权。

18. 遵守法律规定

供应商应禁止采取任何因诈骗或者失信、资不抵债、反对自由竞争的犯罪行为、给予供应商或第三方雇员不正当利益或者贿赂的行为等可能导致承担行政和/或刑事责任的行为。若违反本规定，我司有权无需通知或者支付任何赔偿立即撤销和/或终止与供应商的任何交易并停止所有谈判。尽管有上述约定，供应商应遵守影响供应商及与我司业务关系的中国和其他国家的所有适用法律法规的规定。

19. 一般条款

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19.1 The place of performance for payments and the exclusive place of jurisdiction for both parties and for all present and future claims under the business relationship is the domicile of PWO High Tech Metal Components (Suzhou) Co., Ltd.

19.2 All legal relations between ourselves and the Supplier shall be governed by the laws of the People's Republic of China, excluding its conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

19.3 If one or several provisions of these Terms and Conditions should be void, this shall not affect the validity of the remaining provisions. The clause that is void shall be replaced by one that is legally valid.

19.4 These GTCP shall be executed in both, English and Chinese versions, being both binding to the parties, in the understanding that in case of doubt in relation to the adequate interpretation hereby, the Chinese version shall govern at all times.

We hereby carefully read and well acknowledged above GTCP. We are bound by and will comply with above GTCP.

For and on behalf of the Supplier:

19.1 付款地点以及对双方之间基于业务关系产生的当前和将来的索赔的排他性管辖地点为配伟奥精密金属部件(苏州)有限公司的住所地。

19.2 我司与供应商之间的所有法律关系适用中华人民共和国法律, 但不适用其冲突法规定以及联合国国际货物销售合同公约(CISG)。

19.3 若本一般条款的一项或者几项规定无效, 不影响其余条款的效力。无效条款应由合法有效的条款代替。

19.4 本一般采购条款以中、英文签署, 两种版本对双方均有约束力; 对本一般采购条款的充分解释有疑问的, 应始终以中文版本为准。

我们特此认真阅读并接受以上一般采购条款, 并愿意受以上一般采购条款约束, 且将遵守以上一般采购条款。

代表供应商:
