

# Dürr China General Terms and Conditions of Purchase

## 杜尔中国采购的基本条款与条件

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### § 1 General – Scope and Definitions

#### 一、总则-适用范围及定义

1.1 Dürr China General Terms and Conditions of Purchase (“GTC”) shall fully apply to all Orders (as defined below) and such purchase contract that includes GTC as its annex (the “Contract”) entered into with a Supplier (as defined below). The Supplier has reviewed GTC as prompted at the time of signing the Order, and agrees that the actual supply of the Products represents the Supplier's acceptance of GTC. Dürr does not acknowledge any conflicting or deviating terms and conditions of the Supplier unless Dürr has expressly agreed in writing to its application. In the event that the terms of the contract with the Supplier are in conflict with or deviate from GTC, GTC shall also apply to the unreserved part of the Supplier.

杜尔中国采购通用条款与条件 (“本通用条款”) 将完全适用于与供应商 (定义见下文) 订立的每一订单 (定义见下文) 以及明确以本通用条款为附件的采购合同 (以下简称“合同”); 供应商签订订单/合同时已按提示审阅了本通用条款, 且同意实际提供产品亦代表供应商对本通用条款的接受。除非杜尔以书面形式明确同意供应商的特殊申请, 否则将不予认可任何与本通用条款相冲突或背离的条件。在与供应商的合同条款中有与本通用条款相冲突或背离的情况下, 本通用条款不与之相冲突或背离的部分仍然适用。

1.2 Any correspondence shall be conducted with Dürr's purchase department placing the Order. Any arrangements from other departments require the express written confirmation by the purchase department placing the Order to become valid.

任何订单相关的事项均应与杜尔的采购部门沟通进行。任何来自于其他部门的订单安排均需获得采购部门的书面确认方可生效。

1.3 The GTC shall only apply to transactions of a commercial nature.

本通用条款应当仅适用于具备商业性质的交易往来。

1.4 Definition

定义

The following definitions shall apply to GTC:

下列定义适用于本通用条款:

- **Dürr** refers to Dürr Paintshop Systems Engineering (Shanghai) Co., Ltd.  
**杜尔**是指杜尔涂装系统工程 (上海) 有限公司。
- **Dürr's Affiliate** refers to an entity, an organization or an individual that is directly or indirectly, controls, is controlled by or is under common control with Dürr.  
**杜尔关联方**是指直接或间接控制杜尔或被杜尔控制或与杜尔共同被控制的任何实体、组织或个人。
- **End Customer** refers to the owner of the project (hereinafter referred to as the “Project”) mentioned in a Project Contract who will eventually use the Products provided by the Supplier in such Project Contract.  
**最终客户**是指项目合同中项目 (以下称“项目”) 的业主方, 在项目合同中供应商提供的产品将最终为其所用。
- **Force Majeure** refers to an objective situation that cannot be foreseen, cannot be avoided and cannot be overcome, including but not limited to, serious natural disasters and catastrophes (such as typhoons, floods, lightning strikes, earthquakes, fires and explosions, etc.), war (whether declared war or not), rebellion, turmoil, government behavior, etc.  
**不可抗力**是指不能预见、对其发生和后果不能避免且不能克服的客观情况, 包括但不限于: 严重的自然灾害和灾难 (如台风、洪水、雷击、地震、火灾和爆炸等)、战争 (不论是是否宣战)、叛乱、动乱、政府行为等。
- **Intellectual Property Rights** mentioned herein shall include but not be limited to trademark rights, right of name, copyright (including the right of a layout-design of integrated circuits), patents, design rights, database rights, know-how, trade secrets and other confidential information, and worldwide other similar rights, whether registered or unregistered, and any application regarding each of the foregoing.  
**知识产权**在本通用条款中包括但不限于商标权、名称权、著作权 (包括集成电路布图设计权)、专利权、设计权、数据库权、专有技术权、商业秘密和其他保密信息及全世界范围内的其他类似权利, 无论是注册或未注册的, 并包括前述各项的任何申请。
- **Notice** refers to every notification, consent, confirmation, instruction, order or decision, etc. given under the Order/Contract  
**通知**是指根据订单/合同发出的每个通知、同意、确认、指示、命令或决定等。
- **Order** means a purchase Order from Dürr to acquire Products from Supplier and includes any change Orders and amendments thereto.  
**订单**是指杜尔发给供应商以购买产品的订单, 包括任何更改的订单及其相关修订。
- **Product** refers to material, goods, and/or services provided by the Supplier in accordance with an Order/a Contract.  
**产品**是指由供应商根据订单/合同提供的材料、货物和/或服务。
- **Project Contract** refers to a purchase contract entered into by and between Dürr and a Supplier for Supply for a specific project in which the Supplier shall directly deliver the Products to the place of the project. Name of such Project Contract is usually “Purchase Contract for XXX Project”.  
**项目合同**是指杜尔与供应商双方就特定项目签署的采购合同, 约定供应商直接供货至项目处。此类项目合同的名称通常为《XXX项目采购合同》。
- **Supplier** refers to the company to whom GTC is addressed and who by accepting

has entered into a contractual agreement with Dürr to provide the referenced materials, products, and relevant services.

**供应商**是指本通用协议的相对方公司, 通过接受本通用协议与杜尔达成提供材料、产品和服务的合约协议。

- **Supply** refers to design and/or manufacture of relevant equipment, delivery of relevant material, performance of relevant services and/or completion of relevant works such as installation and trial operation by the Supplier in accordance with an Order/a Contract.

**供货**是指供应商根据订单/合同设计涉及和/或制造相关设备、供应相关材料、提供相关服务及/或完成安装、试运行等工作。

### § 2 Order – Order Documents

#### 二、订单条款

2.1 If Dürr fails to receive a written commitment from the Supplier within two weeks after the Supplier accepts Dürr's Order, Dürr is entitled to cancel the Order.

如果杜尔的供应商在收到杜尔的订单后两周内未作出书面承诺, 杜尔有权取消订单。

2.2 Dürr reserves the ownership rights and copyrights to depictions, drawings, calculations, software and other documents; they may not be made accessible to a third party without Dürr's prior written consent; they may solely be used for production based on Dürr's Order/Contract and shall be returned to Dürr automatically after the Order/Contract has been processed or upon Dürr's request without undue delay; they shall be kept secret from a third party; to such extent, the provision in § 10.3 hereof shall apply in supplement.

杜尔保留对描述、图纸、计算、软件和其他文件的所有权及版权; 未经杜尔事先的书面同意, 不得让第三方查阅此类信息; 此类信息仅可用于根据双方签订的订单/合同而进行的生产, 并应在订单/合同完成后或根据杜尔的要求主动归还此类信息, 不得无故拖延; 供应商应对第三方保密此类信息。在此基础上, 本通用条款的第10.3条规定作为补充要求同样适用于本条。

### § 3 Prices – Terms of Payment

#### 三、价格-付款条款

3.1 The price stated in Dürr's Order is binding. Unless otherwise agreed in writing, the price shall include the costs of carriage to the place determined in Dürr's Order/Contract, the costs for all insurances, packing, marking and labeling, unloading, installation, commissioning and trial operation, relevant equipment and tools for installation and commissioning, technical documents and training, labor, project on-site management, material, etc. The return of packaging material is subject to separate agreement.

杜尔订单/合同中所注明的价格均具有法律约束力。除非另有书面约定, 价格应包括交货至杜尔订单/合同中规定地点的运费、保险费、产品包装、标识标签、卸货、安装、调试及试运行、安装和调试的相关设备和工具、技术资料及培训、人工、项目现场管理、材料等所有费用。包装材料的退货应另行约定。

3.2 The Supplier shall bear all accruing customs, taxes, duties and other importation/exportation costs arising from the Order/Contract.

供应商应承担因订单/合同而产生的所有的海关、税费、关税及其他进出口成本。

3.3 Dürr is only obligated to pay for the invoices which indicate the Order number shown in the invoice; the Supplier shall be responsible for all consequences arising from the failure or erroneous performance of invoicing obligations, unless the Supplier can prove its non-liability for these consequences.

杜尔只对标明有对应订单号的发票有付款义务; 供应商应承担因未能履行或错误履行开票义务而产生的所有后果, 除非供应商能提供他对这些后果并不负有责任的证明。

3.4 All tax invoices shall be addressed under the name of DÜRR PAINTSHOP SYSTEMS ENGINEERING (SHANGHAI) Co., LTD, No. 198 Hetai Road, Qingpu District, Shanghai, China. 201709.

所有发票开具对象应为: 杜尔涂装系统工程 (上海) 有限公司, 中国上海市青浦区鹤泰路198号, 邮编201709。

3.5 If the Supplier fails to issue a tax invoice or to settle the final total price after the final acceptance of a Project Contract with Dürr in accordance with the provisions in an Order/a Contract and this Article, Dürr will send a Notice to remind the Supplier to settle the corresponding amount. If the Supplier fails to perform the above obligations after Dürr sends two reminders to the Supplier and the payment conditions have been met for one year, it shall be deemed that the Supplier automatically waives the right to collect the corresponding contract price.

如果供应商未按照订单/合同及本条规定开具发票或者在项目合同最终验收后未能与杜尔进行最终合同总价结算的, 杜尔将发送通知提醒供应商进行相应价款的结算。经杜尔两次提醒且付款条件已达到一年后, 供应商仍然不履行上述义务的, 视为供应商自动放弃收取相应合同价款的权利。

3.6 Dürr is entitled to rights of set-off and retention to the extent provided by law.

杜尔在法律规定的范围内有抵销和保留权。

3.7 The Supplier is not entitled to assign its receivables against Dürr to a third party or to have them collected by a third party.

供应商无权将其对杜尔的应收账款转让给第三方或转由第三方收取。

3.8 The Supplier is only entitled to set-off claims against Dürr or to assert a right of retention if and to the extent the claims are uncontested or the counterclaim has been finally adjudicated.

供应商只有在在其索赔无异议或反索赔得到最终裁决的情况下, 才有权向杜尔抵消索赔或主张保留权。

### § 4 Delivery and Transfer of Risk

#### 四、 交货及风险转移条款

- 4.1 The periods and/or dates indicated in the Order are binding.  
订单/合同中注明的期间和/或日期均具有法律约束力。
- 4.2 The Supplier shall inform Dürr in writing form without undue delay when circumstances arise or the Supplier becomes aware of circumstances from which follow its failure to comply with the agreed periods and/or dates. The agreed periods and/or dates shall not be extended by such information.  
当紧急情况出现时或当供应商意识到可能会导致其不能遵守约定的期限和/或日期的情况时，供应商应以书面形式通知杜尔，不得无故拖延。且商定的期间和/或日期不得因此通知而延长。
- 4.3 If the Supplier delays in performing its contractual obligations, Dürr is entitled to reserve the rights of relief provided by law and agreed upon in the Order/Contract. In particular, Dürr is, after expiration of a reasonable grace period, entitled to claim damages and to choose to terminate the Order/Contract in addition to continuing to perform the obligation of delivery. If Dürr claims damages, the Supplier is entitled to prove its non-liability for the breach of duty.  
如果供应商迟延履行合同义务，杜尔有权行使法律规定及订单/合同约定的救济权利。特别是，在合理宽限期届满后，除要求继续履行交付外，杜尔有权要求供应商赔偿损失，并同时有权选择解除订单/合同。如果杜尔要求违约赔偿，供应商有证据证明其对违约事实不负有责任。
- 4.4 Early or partial delivery of Products may only be made upon Dürr's prior written consent.  
仅在杜尔事先书面同意的情况下，供应商可以提前交货或部分交货。
- 4.5 Delivery shall not be made until Dürr issues the Pre-acceptance Letter (or the equivalent, as defined below) and the written delivery release to the Supplier; otherwise, Dürr has the right not to accept the Product.  
杜尔向供应商开具《预验收单》（或同等函件，定义见下文）及书面发货放行单确认送货后，供应商方可送货，否则，杜尔有权拒绝收货。
- 4.6 Unless otherwise agreed in writing form, the Supplier is liable for any loss or damage and the risk of loss of the delivered Products until the Products are received and accepted, or until issuance of the Final Acceptance Letter by Dürr.  
除非另有书面约定，在杜尔收到并接受产品或承揽合同最终验收之前，供应商承担其所交付产品的损毁及灭失风险。
- 4.7 The Supplier shall exactly indicate Dürr's Order number or/and other necessary cargo information on all shipping documents and delivery notes; in the event the Supplier fails to comply with this obligation, Dürr is not liable for any delays in the Order processing and payment of invoices caused by the fault of the Supplier.  
供应商应在所有装运单据和送货单上准确标明杜尔的订单号或/和其他货物信息；如果供应商未能履行这一义务，杜尔不承担因对方过错导致的任何订单处理和付款延迟的责任。
- 4.8 The Supplier shall unload the Products in compliance with the requirements of Dürr. In the event that special unloading facilities at delivery place are required, such as lifting beam and crane, etc., the Supplier shall prepare such facilities by itself. In the event an assistance from Dürr is required by the Supplier, the Supplier shall send a written notice five (5) working days prior to the delivery date to Dürr and provide full details of the requirements to enable Dürr for preparation of those facilities in advance and shall pay accordingly as requested by Dürr. In case of any delay of the unloading caused by failure to inform Dürr as aforesaid, in addition to the liability for breach of the Contract, the Supplier shall also bear any losses incurred to Dürr due to such delay.  
供应商应按照杜尔的要求进行卸货。如果在交货地点需要特殊的卸货工具例如起重横梁、起重机等，供应商应当自行准备。如果供应商需要杜尔协助的，需在交货日期前五（5）个工作日书面通知杜尔并提供全部的详细需求，使杜尔有充分的时间准备特殊的工具，并且应要求应当支付给杜尔相应费用。若因供应商未按照前款约定向杜尔提前书面告知而导致装卸延迟的，除应承担合同中所述的延迟交货的违约责任外，供应商还应承担由此给杜尔所造成的损失。
- 4.9 The qualification certificate, inspection report, instructions, electric drawing (if any), warranty certificate and other relevant documents of the Products shall be submitted to Dürr upon delivery. The Parties may count and handover the Products at the delivery place. Such handover does not relieve the liabilities of the Supplier nor affect the rights of Dürr to carry out the inspection and raise the quality claims as agreed in the Order/Contract.  
供应商交货时，应向杜尔提供产品的质量合格证、检验报告、说明书、电气原理图（若有）、保修凭证等相关文件。双方应当在交货地点清点交接产品，但此交接不影响供应商应承担的责任以及杜尔按订单/合同的约定进行验收和提出异议。
- 4.10 In the event Dürr hasn't issued the delivery release to the Supplier until the delivery date agreed, upon Dürr's request, the Supplier commits and guarantees to store the Products which have passed the Initial Inspection and Pre-acceptance (as defined below) and are ready for delivery in accordance with the Order/Contract, in a suitable warehouse to wait for the delivery release. The Products shall be covered by a full insurance. The Supplier shall provide Dürr with the information related to the warehouse address and warehouse qualification, and the full insurance related documents, etc. The Supplier shall bear the costs for the storage and insurance.  
若至约定的交货日期，不论何种原因杜尔仍未向供应商发出书面发货放行单，则供应商承诺并保证将通过预验收（定义见下文）、并根据订单/合同已准备运输的产品存储于合适的仓库，等待杜尔的发运通知。供应商应对该产品全额投保。供应商应向杜尔提供产品存放的仓库地址、仓储资质材料以及投保全额保险的相关文件等。该仓储、保险的费用由供应商承担。
- 4.11 If the storage period exceeds ninety (90) days and Dürr still has not informed the Supplier to deliver the Products, Dürr may bear the storage costs for the storage period beyond such ninety (90) days. The Supplier shall submit the storage tax invoice to Dürr together with all supporting documents including the certificate of ownership. The title and the risk of loss of the Products shall remain on the Supplier's side until issuance of the Final Acceptance Letter (as defined below) by Dürr.  
如果仓储期超过九十（90）日后杜尔仍未指示供应商运送该产品，杜尔可承担九十（90）日之后的仓储费用。供应商应将仓储费用发票连同与产品有关的所有文件（包括所有权证书）提交杜尔。尽管如此，在杜尔实际出具《最终验收单》（定义见下文）之前，产品的所有权及灭失风险仍由供应商承担。

#### § 5 Special Terms Applicable to Project Contracts

#### 五、 适用于项目采购合同的特殊条款

The terms under this § 5 shall apply to Project Contracts entered into by and between Dürr and the Suppliers which includes site service/installation.

本第5条适用于杜尔与供应商签订的包含现场服务或安装的项目合同。

#### 5.1 Supply of Parts by Dürr

杜尔部件供应

5.1.1 If some parts (hereinafter referred to as "Dürr's Parts") shall be supplied by Dürr to complete the installation in its Project, Dürr shall provide Dürr's Parts and installation drawings of the same in English only (in PDF file) as required in the relevant documents.

在某一项目中，若需要杜尔提供相关部件（以下称“杜尔部件”）完成安装的，则杜尔应按相关文件的要求提供杜尔部件及其英文安装图纸（以PDF形式）。

5.1.2 After the delivery of Dürr's Parts to the fabrication or installation site, the Parties shall count and take the receipt record jointly. The Supplier shall take the safekeeping of Dürr's Parts. However, Dürr shall keep the ownership of the parts. In case any losses or damages occur to Dürr's Parts after the Supplier has received them, the Supplier shall bear all the costs for reordering the same from Dürr.

在杜尔部件进入供应商制造或安装现场后，双方共同清点并做好签收记录。供应商签收后将杜尔部件进行妥善保管，但杜尔仍保留该部件的所有权。在供应商签收后，杜尔部件如有任何遗失或损坏，供应商须重新向杜尔订购，费用由供应商承担。

5.1.3 The Supplier will obtain instructions from Dürr for the installation of Dürr's Parts. The Supplier shall strictly comply with and execute the instructions for the installation.

供应商将从杜尔处获得处理该等部件的指导说明，供应商须严格遵守和执行该等指导说明进行安装。

5.1.4 The Supplier may not use Dürr's Parts elsewhere other than the Project in the Contract nor purchase the same parts without the permit by Dürr. If the amount of Dürr's Parts exceeds the wear and tear requirement or the quantity designed for the installation, the extra parts shall be returned to Dürr.

供应商不得将杜尔部件随意适用于合同项目之外，也不得自行采购。若该部件有超过额定损耗或多余设计量的部分，应退还给杜尔。

#### 5.2 Site Operation and Installation

现场操作和安装

#### 5.2.1 Installation

安装

5.2.1.1 Upon the delivery of the Products, the Supplier shall immediately start the installation. Dürr will provide General Conditions of Erection and Installation.

在产品送至交货地点后，供应商应立即组织开展安装工作。杜尔将提供《安装与拼装的总体条件》。

5.2.1.2 All the on-site office and installation facilities for accomplish of the Project shall be prepared by the Supplier at its own cost.

供应商在安装现场为完成项目而所需的所有办公及安装设施由其自行解决和承担。

5.2.1.3 The Supplier shall take all necessary precautions to protect the Products (e.g. against corrosion and dirt) without being specially requested or remunerated by Dürr. If the Products have to be stored temporarily, the Supplier must make sure the Products are not corroded or soiled when they are brought to the delivery place.

供应商应采取相关预防措施以保护其产品（如防尘及防腐措施）。供应商应自行采取该等措施而无须经过杜尔提醒或由杜尔支付任何报酬。如需对相关产品进行暂时的仓储，则供应商应保证该等产品出现在交货地点时不得有任何污染或腐蚀的痕迹。

5.2.1.4 The following services shall also be included in the installation:

安装工作还应包括如下内容：

- marking with nameplates of all components delivered;  
在所有运送的零部件上标注名牌；
- pressure tests on all pipe work, according to Chinese laws and standards;  
按照中国的法律法规及技术标准对所有的管件进行压力测试；
- weld tests (X-ray), where required.  
在必要处进行焊缝测试（X光）。

#### 5.2.2 Labor Management

用工管理

5.2.2.1 The Supplier shall send eligible, skilled installation staff (hereinafter referred to as the "Installation Staff") and provide sufficient manpower to ensure the Project can be completed in compliance with the Time Schedule.

供应商应组织具有相应资格技术的安装工作人员（以下称“安装人员”），投入足够的人力确保项目根据《时间表》按期完成。

5.2.2.2 The Supplier shall establish the labor relationship with the Installation Staff and guarantee them to enjoy the rights entitled by the laws and regulations, including but not limited to sufficient social insurance and corresponding labor conditions and protection.

供应商应与安装人员建立劳动关系，并按法律规定保障劳动者享有各项权利，包括但不限于足额的社会保险、相应的劳动条件及保障。

5.2.2.3 The Supplier shall provide with the necessary accommodation (if necessary), which shall meet the standards and requirements of the administrative authority where the Project in the Contract is located.

供应商应为安装工作人员提供必要的膳宿条件（如需）；膳宿条件应达到合同项目所在地行政机关的标准和要求。

### 5.2.3 Safety Liability

#### 安全责任

5.2.3.1 The Supplier shall strictly comply with and implement the safety regulations stipulated by the governmental administration and the technical regulatory organization, as well as Dürr's Safety Instructions. The rules and regulations of the end customer concerning safety management shall also be complied with by the Supplier.

供应商应严格执行政府管理部门、技术监管组织所规定的安全管理规定以及杜尔的《安全规范》。供应商亦应遵守最终客户对安全管理方面的制度规范。

5.2.3.2 The Supplier shall, in accordance with the relevant safety standards, implement its own safety measures to meet such standards and ensure the entire installation process to be carried out safely.

供应商应根据相关安全施工标准，自行落实安全措施，做好安装现场安全达标工作，确保整个安装过程安全进行。

5.2.3.3 The Supplier shall provide safety training to the Installation Staff and take full responsibility for the safety of them. In particular, the Supplier shall require its Installation Staff to wear protective clothing at the installation site and all its staff shall wear safety helmets and safety shoes in and out of the installation site.

供应商应对其安装人员进行安全教育，对安装人员的安全负全部责任。供应商应特别要求其安装工作人员在安装现场穿着保护服装，其所有人员进出安装现场均应佩戴安全帽并穿着安全鞋。

5.2.3.4 The Supplier shall be liable for the accidents caused by lack of safety measures and bear all the expenses occurred accordingly. In case of any injuries or property losses occurred in the accident, the Suppliers shall indemnify Dürr against any costs (including court fee and attorney fee), liabilities or damages arising from such incidents.

供应商应承担由于其自身安全措施不力造成事故的责任及因此发生的各项费用。若在安装过程中发生人员伤亡及财产损失，供应商应确保杜尔免于承担任何费用（包括诉讼费及律师费）、损失及责任。

5.2.3.5 Any accidents occurring at the installation site, in which product failure, personal injuries or property damage is caused, shall be immediately reported to Dürr within four (4) hours in written by the Supplier.

如在安装现场发生任何产品故障、人员伤亡或财产损失，供应商应在事故发生后四（4）个小时内书面通报杜尔。

### 5.2.4 Waste Disposal

#### 废弃物处理

5.2.4.1 The Supplier shall be fully responsible for keeping the installation site free at all times from accumulations of all waste material, rubbish, debris, broken concrete, etc., caused by the Installation Staff. All the packing and waste material generated in conjunction with the delivery and installation shall be disposed appropriately by the Supplier in compliance with the rules of the End Customer at the Supplier's own costs.

供应商须始终约束其安装人员，保持安装现场清洁，不得堆积任何废弃材料、垃圾、残留物、破损的混凝土等。所有因产品运送和安装产生的包装物及废弃材料均应由供应商按照最终客户的规定作适当处理，费用均由供应商承担。

5.2.4.2 If the Supplier fails to perform the above obligation, after having been requested once, Dürr may dispose by itself and all the costs will be borne by the Supplier.

如供应商未履行上述义务，杜尔经发出一次要求后可自行处理，所有产生的费用由供应商承担。

### 5.2.5 Cleaning

#### 清洁

5.2.5.1 The Supplier shall be fully responsible for cleaning all its working space in the premises of the End Customer and the surrounding area it used in accordance with the End Customer's rules and regulations at the Supplier's own costs.

供应商负责按照最终客户的要求对最终客户场地中其负责的工作区域及其使用到的周边区域进行保洁，费用由供应商自行承担。

5.2.5.2 Moreover, the Supplier is also responsible for cleaning the Products that has been installed (except for deep cleaning) to ensure that the requirements for spraying and/or other kind of production of the End Customer are met.

此外，供应商还应负责对其安装完成的产品进行清洁（深度清洁除外），以保证达到最终客户进行喷涂和/或其他生产的要求。

5.2.5.3 When leaving the site upon completion of the installation, the Supplier shall withdraw all the Installation Staff, dismantle all temporary works, remove all equipment for installation and surplus materials and parts, and restore the site.

完成安装退场时，供应商应当撤离所有安装人员、拆除所有临时工程、清除所有安装用设备、剩余材料及多余部件、并复原场地。

5.2.5.4 All on-site operations of the Supplier shall strictly in conformity to all rules and instructions given by the End Customer on-site.

供应商在现场的一切操作应严格遵守所有最终客户提供的规则和指南。

After installation, a commissioning and trial operation shall be conducted by the Supplier. In Order to hand over a fully functioning system, the commissioning and trial operation shall include the following:在产品安装完成之后，供应商应当对产品进行调试及试运行。为达到交付一个完整的功能系统的目的，调试及试运行应包括如下工作：

- Tightness test (air/ water)  
密封性测试（气密性/水密性）
- Functional testing  
功能测试
- Filling test  
充盈测试
- Start-up  
启动
- All necessary measurements  
所有需要的测量
- Standby during Start of Production  
投产中的备用设备

## § 6 Environmentally Sound Performance – Management System

### 六、环保履行、管理体系

6.1 Provided nothing to the contrary has been agreed, the Supplier shall always execute the Supply in accordance with the latest state of technology and shall advise Dürr of any opportunities for improvements and technical modifications. The Supplier shall inform Dürr in good time prior to changes in production procedures or facilities, materials or supplied parts for the Products, relocations of production sites, furthermore of changes in quality assurance measures, particularly procedures or facilities for testing the Products which have an effect on the ordered Products so that Dürr may examine whether the changes could have a negative consequence on Dürr. Depending on the nature and scope of the changes, Dürr will decide whether Dürr's approval is required. This obligation to inform is not applicable, when the Supplier, following a careful review, can verifiably rule out such negative consequences.

如果双方事先没有签订与本条相反的约定，供应商应始终按照最新的技术状态执行供货，并向杜尔建议任何可以改进和技术修正的地方。供应商应在以下情况发生之前及时的通知杜尔：产品的生产过程或设施、材料或采购零件的更改，生产基地的搬迁，或质量的保证措施发生变更，特别是会影响供货的产品测试程序或设施的变化，以便杜尔可以检查该变更是否会对杜尔有负面的影响。根据变更的性质和范围，杜尔会决定是否需要杜尔批准该变更。当供应商经过仔细审查，证实可以排除变更带来的消极后果时，可以不履行前述的通知义务。

6.2 The Supplier shall, within the limits of the commercial and technical possibilities, provide the Products as well as the Products of a third party in an environmentally sound manner. An environmentally sound performance includes, but not limited to, the selection of environmentally sound materials and production procedures for the product design (e.g. low emission, low pollutant and low waste designs, as well as dismantling friendly designs), the use of environmentally friendly and recyclable lubricants and generally, solutions preserving the resources (e.g. with respect to the consumption of energy and materials).

供应商应在商业和技术可能性的范围内，以环保的方式交付其及其第三方提供的产品。环保的履行应包括但不限于：环保的材料、产品设计和生产过程的选择（如低排放、低污染和低浪费的设计，以及拆除友好设计），使用环保和可回收的润滑剂，及一般意义上的保护资源的解决方案（如针对能源和原材料的消耗）。

6.3 Provided nothing to the contrary has been agreed, the Supplier shall provide the Products in such manner that the entire delivery chain, including, but not limited to, development, design, manufacture, packaging, transport, installation, operation, cleaning, maintenance, repair and disposal are in compliance with the applicable statutory and governmental regulations, provisions, rules, guidelines, and other legal norms applicable at the place of production as well as at the place of use determined by Dürr, particularly those governing quality, environmental protection, industrial safety, transport safety and product safety.

如果双方事先没有达成与本条相反的约定，供应商提供产品，应保证其整个交付链（包括但不限于开发、设计、制造、包装、运输、安装、操作、清洁、维护、维修和处理）均是符合相关法律及政府法规、规定、规章、指南，以及杜尔确定适用于生产场所和使用场所的其他法律规范，特别是有关质量、环境保护、工业安全、运输安全和产品安全的法律规范。

6.4 The Supplier is obliged to judge and maintain the changes in the legal norms stated in § 6.3 hereof. Changes in the legal norms having a direct or indirect impact on the Supply shall be reported to Dürr without undue delay.

供应商有义务判断并维护本通用条款第6.3条中规定的法律规范的变化状况。如法律规范的变更对供货有直接或间接影响的，应立即向杜尔报告，不得无故拖延。

6.5 To implement the requirements provided under §§ 6.3 and 6.4 hereof, the Supplier shall install, apply and refine a suitable management system customary to the industry. The management system shall apply to the delivered Products of the sub-suppliers of the Supplier. If the Supplier maintains a certified management system (e.g. pursuant to ISO 9001, VDA 6.4, ISO 14001 or a comparable standard, each as amended from time to time), it shall regularly and on its own accord provide Dürr with the respective certificates, i.e. on the occasion of the first delivery and of any up-date of the certificate.

为执行第6.3条和第6.4条规定的要求，供应商应安装、应用和完善适用于行业的管理体系。该管理体系应同样适用于供应商的次级供应商交付的产品。如果供应商定期维护其认证管理体系（如ISO 9001、VDA6.4、ISO 14001或类似的标准，每项标准均需实时更新修订），则应当定期、自愿向杜尔提供相应的证书，即第一次交货时以及证书的任何更新时提供。

6.6 Within the scope of its management system, the Supplier shall maintain an appropriate, documented quality assurance system. The Supplier shall design its quality assurance system in such a manner which always complies with the latest state of technology. The Supplier shall document its quality tests and provide Dürr with the records upon request without undue delay and free of charge.

供应商应在其管理体系范围内保持适当的、规范化的质量保证体系。供应商应设计其质量保证体系，使其始终符合最新的技术状态。供应商应将其质量测试记录存档，并应杜尔要求免费提供检测记录，不得无故拖延。

6.7 The Supplier hereby agrees to audits by Dürr or by a party appointed by Dürr to evaluate the effectiveness of its management system and, if appropriate, upon involvement of

## 5.3 Commissioning and Trial Operation

### 调试与试运行

Dürr's (End) Customer. Legitimate interests of the Supplier, including but not limited to its interest to maintain secrecy, shall be taken into account during the audits. Audits shall be announced to the Supplier in good time, but at least 2 weeks in advance.

供应商在此同意由杜尔或由杜尔指定的一方进行审计,以评估其管理体系的有效性,并在适当情况下,由杜尔(最终)客户参与审计过程。在审计过程中,应考虑供应商的合法利益,包括但不限于其保密利益。审计应及时通知供应商,但至少提前2周。

6.8 The Supplier shall impose the same obligations on its sub-suppliers; furthermore, the Supplier shall promote and demand compliance with the obligations laid down in this § 6 from its sub-suppliers to the best of its abilities.

供应商应当要求其次级供应商承担同样的义务;此外,供应商还应尽其最大的努力,促进和要求其次级供应商遵守第6条的规定。

## § 7 Inspection and Acceptance

### 七、 验收

#### 7.1 Factory Inspection

出厂检验

7.1.1 The Supplier shall inspect the Products during overall design and manufacturing process and provide Dürr with an inspection certificate/quality conformity signed by the Supplier's quality manager (responsible person) prior to delivery.

供应商应在整个产品设计、制作过程中进行自我检验,并在送货前向杜尔提供一份由供应商质量控制经理(负责人)签署的检验证明/合格证。

7.1.2 If the Products provided by the Supplier in accordance with the Contract are based on Dürr's design, and the Supplier has found any errors and/or omissions in such design that may be inspected and detected by normal technical knowledge and method, the Supplier shall report such errors and/or omissions to Dürr in written at least ten (10) working days in advance before the manufacture of the Products. The Products may not be manufactured without the confirmation of Dürr. Otherwise, any cost for such manufacture shall be borne by the Supplier. Any losses incurred to Dürr due to such manufacture shall be borne by the Supplier as well.

如供应商根据合同所提供的产品是基于杜尔的设计,当供应商发现该设计中存有错误和/或疏忽时且这些错误和/或疏忽能够通过通常的工程知识或工程方法检测出来,则供应商应在进行生产制造前至少提前十(10)个工作日书面通知杜尔。未经杜尔确认,不得投入生产制造,否则由此产生的费用,应由供应商自行承担,若该行为还导致杜尔产生损失,供应商还应就此承担赔偿责任。

#### 7.2 Goods-receiving Inspection

到货检验

7.2.1 Unless otherwise agreed in the Order/Contract, Dürr shall inspect the Products without undue delay upon receipt to establish whether they conform to the quantity and type Ordered, and whether there is any shipping damage or defects visible on the surface.

除非订单/合同中另有约定,杜尔应在收到产品时及时检验以确认是否符合订购的数量和类型,以及表面是否有明显的运输损坏或缺陷。

7.2.2 If Dürr discovers a defect during the aforementioned inspections, Dürr shall issue a notice of defect to report it to the Supplier in good time. If the defect is discovered at a later time, Dürr shall report it as well to the Supplier.

如果在上述检验发现产品缺陷,杜尔应及时向供应商出具缺陷通知书反馈该情况。如果产品的质量缺陷是在一段时间后被发现的,杜尔也同样需要及时报告给供应商。

7.2.3 Notices of defect shall be given within one month after delivery of the Products or, if the defects were not discovered prior to processing or bringing into service, as of their discovery.

缺陷通知书应在产品交付后一个月内发出,或者,如果在处理或投入使用之前没有发现该缺陷,则应当在发现缺陷之日起的一个月内发出。

7.2.4 Dürr has to attend no further duties towards the Supplier than the aforementioned inspections and notices.

除了上述检验和通知外,杜尔无需对供应商承担任何其他责任。

## § 8 Liability for Defects and Other Liabilities

### 八、 产品缺陷责任及其他责任

8.1 The Supplier warrants that all of its Products are in compliance with the latest level of technology and with the agreed properties/specifications and other requirements made. The Supplier warrants that all of its Products are free of defects (including but not limited to defects in design, production and material) and that they are suitable for the special purposes for which Dürr has Ordered them.

供应商保证其所有产品均应符合最新技术水平以及约定的属性、规格和其他要求。供应商保证其所有的产品均无缺陷(包括但不限于设计、生产和材料方面的缺陷),并符合杜尔订购的特殊用途。

8.2 Dürr is entitled without restriction to the statutory rights for claims for defects; in any event, Dürr is, at Dürr's choice, entitled to reject to accept, return the defective product or have the Supplier repair, rework, or replace the defective product. Dürr expressly reserves the right to claim damages and particularly to claim damages instead of delivery only.

杜尔对提出缺陷索赔的法定权利不受限制;在任何情况下,杜尔有权选择拒收、退回有缺陷的产品或让供应商对缺陷产品进行修理、重作或更换。杜尔明确要求保留获得损害赔偿的权利,特别是要求损害赔偿而不仅局限于交付。

8.3 The Supplier is directly responsible for defects in the Products provided by its agents, sub-suppliers and sub-contractors.

供应商对其代理商、次级供应商及分包商提供的产品的缺陷承担直接责任。

8.4 Dürr is entitled to remedy the defects on its own or entrust a third party to remedy the defects at the Supplier's expense in the event of imminent danger or a special need for swift action.

如果出现紧急情况或需要立即采取特别措施时,杜尔有权自行修复缺陷或委托第三方修复缺陷,因此产生的费用应由供应商承担。

8.5 The period of limitation for rights for claims due to defects against the Supplier shall be thirty-six (36) months, commencing on the date of transfer of risk. In case when the law or national standards provide for longer periods, in such case, a longer statutory period of limitation shall apply.

因供应商的产品缺陷而引起的索赔权的时效为三十六(36)个月,且应自风险转移之日起计算。但法律规定或国家标准对此情况适用的期限更长的,在这种情况下,应适用更长的法定期限。

8.6 In other cases, the Supplier is liable under the statutory provisions without any limitation or exclusion in terms of the grounds or the amount.

其他情形下,供应商应根据法律规定承担责任,不受任何理由或金额方面的限制或免除。

8.7 Nevertheless, failure of Dürr to detect nonconformity with the requirements in the Order/Contract during any inspection, payment for Products, Dürr's consent to the Supplier's technical documents and/or parameter data, and/or Dürr's signature on the delivery letter, inspection report or acceptance letter shall not be deemed to be the acceptance of the quality of such Products and shall not relieve or eliminate the Supplier of any of its obligations under the Order/Contract, especially the warranty obligations. Dürr still reserves the right to claim compensation from the Supplier

尽管如此,如杜尔未能检验出产品与订单/合同中的要求不相符,以及杜尔支付货款和/或在交货单、检测报告或验收单上的接收签名,均不能视为杜尔认可产品的质量。订单/合同项下规定的供应商应履行的义务特别是质保义务不会因此而减轻或消灭,杜尔仍保留向供应商追索赔偿的权利。

## § 9 Insurance

### 九、 保险

9.1 The Supplier undertakes to maintain sufficient business/public liability and extended product liability insurance with coverage of at least [RMB10,000,000] per case of personal injury/property damage – all in – for the duration of the Contract, unless the coverage is otherwise prescribed in the Order/Contract; however, Dürr's claims are not limited to the amount of coverage.

供应商承诺在双方合同期间,始终投保应有的商业责任险、公众责任险及延长的产品责任险,除非订单/合同中对保险金额另有约定,每件人身伤害/财产损失的保险金额至少为【1000万人民币】,但杜尔的索赔范围不仅限于保险金额。

9.2 The Supplier shall insure the performance of the Contract with an erection all risk insurance covering all items of the Contract and the Scope of Supply referred to in the Contract when site service or/and site installation is in the scope of work. The costs of the insurance shall be borne by the Supplier and the beneficiary shall be Dürr. The duration of the insurance ends when the Final Acceptance Letter is issued to the Supplier.

在合同范围涉及到现场服务或/和现场安装时,供应商应为合同的履行投保一项安装工程一切险,保险覆盖合同的所有项目及合同所述之供货范围。该项保险费用由供应商承担,受益人为杜尔,期限至杜尔向供应商出具《最终验收单》。

9.3 The Supplier shall procure and maintain work injury insurance for all its employees working on-site or accident insurance for the persons who is engaged by it to work on-site. The Supplier shall procure and maintain work injury insurance for all its employees working on-site or accident insurance for the persons who is engaged by it to work on-site. The Supplier shall procure and maintain work injury insurance for all its employees working on-site or accident insurance for the persons who is engaged by it to work on-site.

供应商须为其在现场工作的员工购买工伤保险,以及为其委托在现场工作的人员购买意外险。

9.4 In the event a product liability claim or manufacturer's liability claim is asserted against Dürr, the Supplier is obliged to hold Dürr harmless from and against such claims, provided the Supplier is responsible for the fault giving rise to the liability.

如果杜尔被追究产品责任索赔或制造商责任索赔,且供应商应对引起责任的过错负责,则供应商有义务使杜尔免受此类索赔的损失。

9.5 Within the scope of its duty to indemnification, the Supplier shall reimburse all of Dürr's costs resulting from or in connection with claims from the third party, including any recalls and/or services conducted by Dürr due to a defective product delivered to Dürr by the Supplier, relevant attorney fee, investigation fee, notarization fee, court/arbitration costs paid by Dürr, the compensation paid to any other third party by Dürr. Any further rights of Dürr under statutory law remain unaffected.

在其赔偿责任的范围内,供应商应赔偿杜尔因第三方索赔引起或与之相关的所有费用,包括杜尔因供应商交付的有缺陷产品而被客户要求进行的召回和/或提供的服务、杜尔支付的与之相关的律师费、调查费、公证费、诉讼/仲裁费,以及杜尔向任何其他第三方的赔偿,且杜尔的其他任何法定权利不受影响。

9.6 In the event of a third party claims against Dürr, the Supplier shall assure Dürr its comprehensive and prompt support in investigating the circumstances and handling the case.

如有第三方对杜尔提出赔偿要求,则供应商应向杜尔保证,在调查有关情况及处理相关案件时,会提供全面且及时的支持。

9.7 If there is a reason for Dürr to suppose that delivered Products do not conform to the applicable safety requirements, or that even during intended use a significant danger arises from the delivered Products, Dürr is entitled to demand from the Supplier a proof of compliance with the equipment safety and product safety regulations. If the Supplier fails to provide this proof within a reasonable period, Dürr is entitled to rescind of the Contract. If the Supplier has a reason to suppose that delivered Products do not conform to the applicable safety requirements, or that even during intended use a significant danger arises from the delivered Products, Dürr is entitled to demand from the Supplier a proof of compliance with the equipment safety and product safety regulations. If the Supplier fails to provide this proof within a reasonable period, Dürr is entitled to rescind of the Contract.

如果杜尔有理由认为供应商交付的产品不符合相关的安全要求,或即使在预期使用的期间,交付的产品预计将产生重大危害,则杜尔有权要求供应商提供可以证明其遵守设备安全、产品安全法规的证明。如果供应商未能在合理期限内提供此证明,杜尔有权就此解除合同。

## § 10 Retention of Title – Materials and Tools – Confidentiality

### 十、 所有权保留、材料及工具、保密条款

10.1 Materials and parts provided by Dürr remain Dürr's property and shall be stored separately, labeled and managed free of charge. Provided materials and parts may only be used for their intended purpose. The processing of materials and the assembly of parts is undertaken in accordance with the requirements of Dürr. There is mutual agreement that Dürr is co-owner of the total product manufactured by using Dürr's materials and/or parts in the ratio of the value of the provided materials and parts, which are held in safekeeping for Dürr by the Supplier.

杜尔向外部提供的材料及零件仍属于杜尔的财产,须分开存放、贴上标签并免费管理。所提供的材料和部件只能用于双方事先约定的用途。材料的加工和零件的装配

需按照杜尔的要求进行。经双方同意，杜尔是使用杜尔材料和/或零件按照提供的材料和零件价值的比例制作整个产品的共同所有者，这些材料和零件由供应商为杜尔保管。

10.2 Dürr retains title to the tools and/or models provided by Dürr as well as to Dürr's software and other related documents or information. The Supplier is obliged to use the tools, models, documents, information and/or software belonging to Dürr solely for the manufacture of the Products Ordered by Dürr.

杜尔保留对提供的工具和/或模型、软件、其他相关文件或信息的所有权。供应商仅在为杜尔制作其订购的产品时有权使用属于杜尔的工具、模型、文件、信息和/或软件。

10.3 The Supplier is obliged to keep all depictions, drawings, calculations, software and other documents and information received by Dürr strictly confidential. They may only be disclosed to a third party with Dürr's prior written consent. This confidentiality obligation shall survive the completion of the Contract; it shall cease if and to the extent the production know-how contained in the provided depictions, drawings, calculations, software and other documents is accessible in the public domain.

供应商有义务严格保密杜尔提供的所有说明文件、图纸、计算、软件和其他文件及信息。只有在事先得到杜尔书面同意的情况下，才可以向第三方披露此类信息。本保密义务在本合同完成后持续有效；如果所提供的描述、图纸、计算、软件和其他文件中所包含的生产专有技术可在公共领域获得，则不适用本条款。

## § 11 Fulfillment of Contract at Risk

### 十一、 合同履约风险

If the economic situation of the Supplier deteriorates in such way that the fulfillment of the Contract is seriously at risk, or it (also temporarily) ceases the performance of claims and debts, or an application for insolvency is filed, or a court or out-of-court settlement is composed, Dürr is entitled to rescind the unfulfilled portion of the Contract. If a partial fulfillment of the Contract is not conducive to the realization of the purpose of the Contract, Dürr is entitled to rescind the entire Contract.

如果供应商的经济状况恶化，严重危及到合同的顺利履行，或其（暂时）停止债权债务的履行，或申请破产、涉及重大法律案件或达成庭外和解，杜尔有权取消合同中尚未履行的部分。如果部分履行不利于实现合同目的，则杜尔有权解除整个合同。

## § 12 Foreign Trade Law – Forbidden Materials – Supplier Declarations

### 十二、 对外贸易法、禁用材料、供应商声明

12.1 Where import/export is involved in the transaction, the Supplier shall provide the following information in offers and Order confirmations: (i) statement whether the Product is subject to export control and the relevant list number under Chinese and German Export Law; (ii) statement whether the Product is recorded in the U.S. Commercial Control List (U.S. CCL) and the relevant list number; (iii) statement whether the Product is subject to export control under the applicable EC Dual-Use Regulation and the relevant list number; (iv) statement of the statistical commodity code number and of the country of origin of the Products. In case of Products destined, according to Dürr's notifications to the Supplier (directly or indirectly), for Iran, the Supplier shall also declare whether the Products in question are subject to export control under EC Law pursuant to EC Regulation 961/2010 or other updated EC regulations, as well as the relevant list number of the most current annex. In case of Products destined, according to Dürr's Notices to the Supplier (directly or indirectly), for other countries, the Supplier shall inform Dürr whether other export restrictions exist under Chinese, German and/or EC Law and/or foreign trade law of other states. For the relevant declarations, the Supplier shall use the form "Declaration of Export Restrictions" which Dürr makes available to the Supplier at <http://www.durr.com/en/company/purchasing.html> under "Export Restrictions". In the event that a required export license is refused, Dürr expressly reserves the right to rescind the Contract.

在涉及进出口的交易中，供应商应在报价和订单确认书中提供以下信息：(i) 交货和/或服务是否受制于出口管制以及中国和德国出口法项下相关清单编号的声明；(ii) 产品是否记录在美国《商业管制清单》（美国CCL）和相关清单编号中的声明；(iii) 产品是否适用欧盟委员会两用物项规则的出口管制和相关清单编号的声明；(iv) 产品统计商品代码编号和原产地声明。如果根据杜尔向供应商发出的通知（直接或间接），针对向伊朗发送的产品，供应商还需特别声明所涉及的产品是否受制于欧盟颁布的第961/2010号条例或其他更新的欧盟法规规定的出口管制，并提供最新附件中的相关清单编号。如果根据杜尔向供应商发出的通知（直接或间接），应向其他国家发送产品，供应商应告知杜尔在中国、德国和/或欧盟法律和/或其他国家的外贸法下是否存在出口限制。对于相关的声明，供应商应使用杜尔在“出口限制”项下（<http://www.durr.com/en/company/purchasing.html>）为供应商提供的《出口限制声明》表格模板。如果出口许可被拒，杜尔明确保留解除合同的权利。

12.2 The Supplier shall comply with existing prohibitions of substances resulting from legal norms. The Supplier shall ensure that the Products including their packaging delivered by it or by a third party appointed by it do not contain or emit any risk substances endangering the environment or health, which are not allowed under law for the intended use, and particularly for the use intended by Dürr and communicated to the Supplier, as well as for foreseeable misuses at the place of production or at the communicated place of usage, or on the way to such place. The cases of use allowed in exemptions as well as all CMR-substances (carcinogen, mutagen, reproduction toxic) are to be avoided. Deviations from the rules of this Article shall be substantiated to Dürr in a credible manner and will only be permitted by Dürr if a substitution of the substance by an innocuous substance is not possible.

供应商应遵守现行法律规范对违禁物质的要求。供应商应确保由其或其指定的第三方交付的产品及其包装不包含或释放任何危害环境或健康的物质，或法律上不允许用于预期用途的风险物质，特别是杜尔所预期并通知过供应商的用途，以及不会在生产场地、通知过的使用地点或前往这些地点的途中可预见地误用此等物质。应避免免责情况下的使用和所有CMR物质（致癌物、诱变剂、生殖毒素）的使用。供应商只有在以可信的方式向杜尔证实无法用无害物质替代该物质的情况下，杜尔才会批准对本条的不遵守。

12.3 For each Product, the Supplier shall provide Dürr with proof of legal compliance and the information required by law (e.g. safety data sheets, type test certificates, test certificates, professional certificates, other certifications, proofs of qualification) generally together with the offer, but no later than with the Order/Contract confirmation. The Supplier shall enclose these proofs and all documents required for bringing into circulation (e.g. declarations of conformity and/or installation) to each delivery, and shall label the

delivered Products in accordance with the legal requirements. The same applies in the event of changes to the scope of Products having an impact on the use intended by Dürr at the place of usage notified by Dürr, also under consideration of foreseeable misuse concerning the aspects of product restrictions listed in §12.2 hereof.

对于每一产品，供应商应向杜尔提供法律合规证明和法律要求的信息（如安全数据表、类型测试证书、测试证书、专业证书、其他证书、资质证明）。该类信息通常情况下需和报价单一同提供，但不能迟于订单/合同确认的时间。供应商应在每次交货时附上这些证明和进入流通所要求的文件（如合格声明和/或安装声明），并按照相关法律规定为交付的产品贴上标签。如果产品范围发生变化，影响了杜尔在杜尔通知的使用地点的预期用途，则本条适用；考虑到对本协议第12.2条中所列产品限制方面的可预见误用，则本条同样适用。

12.4 The Supplier is obliged to declare to Dürr the substances contained in its delivered Products with indication of the relevant CAS-registry numbers ("Chemical Abstracts Service"), the proportional weight in homogenous materials and the safety data sheets, provided these materials are listed in one of the following regulations and the Products is intended to export to or import from Europe:

如果交付的产品中所含的物质被列于以下法规之中，且产品将从欧洲进口或出口到欧洲，则供应商有义务向杜尔申报，并注明相关的CAS（“化学成分参照表”）注册编号、同质材料的比例重量和安全数据表：

- REACH (EC Regulation 1907/2006), particularly the REACH candidate list for materials subject to approval; REACH（欧盟委员会第1907/2006号法规），特别是须经批准的材料名单；
- Forbidden Chemicals Regulation ("Chemikalien-Verbotsverordnung", implementation of directive 76/769/EEC and related amendments); 德国《禁制化学品条例》（“Chemikalien-Verbotsverordnung”，执行第76/769/EEC号指令及相关修订）；
- Chemicals-OzoneLayer Regulation ("Chemikalien-Ozonschicht-Verordnung"); 德国《化学品-臭氧层条例》（“Chemikalien-Ozonschicht-Verordnung”）；
- Scrapped Vehicles Regulation ("Altfahrzeug-Verordnung", implementation of directive 2000/53/EC); 德国《报废车辆条例》（“Altfahrzeug-Verordnung”，执行第2000/53/EC号指令）；
- Electrical and Electronic Devices Act ("Elektro- und Elektronikgerätesgesetz", implementation of directive 2002/95/EC and directive 2002/96/EC); 德国《电气和电子设备法》（“Elektro- und Elektronikgerätesgesetz”，执行第2002/95/EC号及第2002/96/EC号指令）；
- Battery Act ("Batteriesgesetz", implementation of directive 2006/66/EC). 德国《电池法》（“Batteriesgesetz”，第2006/66/EC号指令）。

12.5 All components of Products and equipment and material provided by the Supplier for painting production line must be absolutely free of silicone and compatible with paint. The use of materials that are incompatible with paint and/or cause pinholes, such as materials containing silicone etc. are strictly prohibited, as this causes problems with the quality of the paint finish.

所有供应商提供的用于喷涂生产线的产品、设备部件、原材料均必须与涂料相容，并绝对不含硅树脂。任何与涂料不相容或会导致发泡的材料，如含硅树脂的材料等，均是严格禁止使用的，否则会影响最终喷涂后的质量。

12.6 The Seller must have all materials tested as regards paint compatibility at its own costs. The complete liability that all materials used by the Seller are compatible with paint is accepted by the Seller.

供应商须对其提供的所有材料进行涂料相容性的测试，费用由供应商自行承担。供应商同意，其对所有材料与涂料的相容性承担完全责任。

12.7 The Supplier shall confirm to Dürr the origin of the delivered Products in compliance with the legal regulations, (e.g. with a supplier declaration or a declaration of origin). In the supplier declaration, the Supplier shall state the originating status of its Products under the valid regulations of origin of the country of destination, which country Dürr has notified to it. The reference to the delivery will be made by indication of Dürr's item number and/or Dürr's order number on the supplier declaration.

供应商应按照相关法律法规向杜尔确认所交付产品的原产地（如提供供应商声明、原产地声明）。在供应商声明中，供应商应根据杜尔已通知他的目的地国的有效法规说明其产品的原产地状态。供应商应在声明上标明杜尔产品编号和/或订单编号，作为交货时的参考文件。

12.8 Dürr's payment obligation under §3 hereof is subject to the receipt of all of the information and documentation requested above.

杜尔根据本通用条款的第3条的付款义务应在收到所有的上述要求的资料 and 文件之后履行。

## § 13 Technical Documentation

### 十三、 技术文件

13.1 The delivery of technical documentation and all requested protocols shall be a constituent part of the main delivery.

相关的技术文件及要求的协议应是主要交付物的重要组成部分。

13.2 The technical documentation shall be delivered on trade standard data media in a machine-readable form, provided nothing to the contrary is agreed.

如事先未达成与本通用条款相背离的条款，技术文件可在具备行业标准数据资质的媒体上以机器可读的形式交付。

13.3 The technical documentation shall be drawn up in accordance with the EC Machinery Directive and shall be in compliance with the generally acknowledged rules of technology. Technical files should be compiled in accordance with the EC Machinery Directive and shall be in compliance with the generally acknowledged rules of technology. Technical files should be compiled in accordance with the EC Machinery Directive and shall be in compliance with the generally acknowledged rules of technology.

13.4 The operating instructions shall be drawn up in accordance with IEC 82079-1. 数据的操作规程应按照IEC 82079-1的要求编制。

## § 14 Rights of Use – Intellectual Property Rights

### 十四、 使用权、知识产权

14.1 During the performance of the Order/Contract, the Supplier may conceive or implement tangible or intangible inventions, discoveries, improvements, concepts, and written materials, documents, databases, designs, CDS, tapes, programs, software, frameworks,

archives and other materials (collectively referred to as “Work Products”) based on inventions, discoveries, improvements, concepts, and written materials, documents, databases, designs, CDS, tapes, programs, software, frameworks, archives and other materials provided by Dürr.

在订单/合同执行的过程中，供应商可能在杜尔提供的发明、发现、改进、概念，和书面材料、文件、数据库、设计、光盘、磁带、程序、软件、构架、档案和其他材料的基础上构思或实现有形或无形的发明、发现、改进、概念，和书面材料、文件、数据库、设计、光盘、磁带、程序、软件、构架、档案和其他材料（总称“工作成果”）。

14.2 Any and all intellectual property rights of the Work Products, shall be the exclusive property of Dürr from the outset.

工作成果中的任何及所有知识产权应自始是杜尔排他性专有的财产。

14.3 Work Products are confidential information of Dürr and may not be disclosed to other parties without the prior written consent of Dürr and may not be used by the Supplier or any other party. Notwithstanding the foregoing, the Supplier and its licensors retain all ownership of any and all pre-existing intellectual property rights, whether tangible or intangible, developed, acquired or prepared by the Supplier prior to the signing of the Order/Contract (collectively “Previous Rights”).

工作成果应被视为杜尔的保密信息，且没有杜尔事先书面同意，不得向杜尔以外其他方披露、且供应商或其他方均不得使用。尽管有上述规定，供应商及其许可人可对任何和所有在先已存在的、无论有形或无形的、由供应商在订单/合同签署前开发、取得或准备的知识产权保留全部所有权（合称“在先权利”）。

14.4 With regard to the Previous Rights of the Supplier contained in, or as part of, any Products and/or Work Products provided to Dürr under the Order/Contract, the Supplier authorizes Dürr and its subsidiaries and affiliates to be permanently and free of royalties, irrevocable, worldwide, non-proprietary, transferable licenses (including sub-licensing rights) to exercise, use, reproduce, modify, distribute and display the Previous Rights of the Supplier contained in, or consisting of, any Products and/or Work Products provided to Dürr. The Supplier shall inform Dürr in advance of any Previous Rights contained in, or as part of, any Products and/or Work Products provided to Dürr under the Order/Contract. The Supplier undertakes not to assert its Previous Rights to oppose any use of delivered Products.

就包含于订单/合同项下提供给杜尔的任何产品和/或工作成果中的、或系为其中组成部分的供应商的在先权利而言，供应商授权杜尔及其子公司和关联方永久性的、免许可费的、不可撤销的、全世界范围的、非专有的、可转让的许可（包括分许可的权利），以行使、使用、再生产、修正、分配和展示该等在先权利。供应商应当事先告知杜尔任何包含于订单/合同项下提供给杜尔的任何产品和/或工作成果中的、或系为其中组成部分的在先权利。供应商承诺针对已交付的产品，将不会主张其相关信息的在先权利。

14.5 During the period in which the Supplier provides the Products to Dürr, the Supplier may be granted the use of software programs and other intellectual property rights owned by Dürr or licensed by third parties for its use (hereinafter referred to as the “Dürr’s Intellectual Property Rights”). The Supplier’s access to and use of Dürr’s Intellectual Property Rights is only limited to the necessity to provide Dürr with the Products under the Order/Contract. The Supplier does not obtain a license of Dürr’s Intellectual Property Rights, and i) may not use, copy or modify Dürr’s Intellectual Property Rights except when Dürr permits it in writing; ii) remove Dürr’s Intellectual Property Rights from Dürr’s or the End Customer’s premises without Dürr’s prior written consent; iii) decompose, interpret, or otherwise reverse-develop Dürr’s Intellectual Property Rights or; iv) disclose Dürr’s Intellectual Property Rights or the use of Dürr’s Intellectual Property Rights by the Supplier to third parties.

在供应商向杜尔提供产品期间，供应商可能被授予使用杜尔所有或被第三方许可其使用的软件程序及其他知识产权（以下称“杜尔知识产权”）。供应商访问及使用杜尔知识产权仅限于向杜尔提供订单/合同项下的产品所必需。供应商并没有获得“杜尔知识产权”的许可，且不得 i) 使用、复制或修改“杜尔知识产权”，但杜尔书面允许时除外；ii) 未经杜尔事先书面许可，将“杜尔知识产权”从杜尔或最终客户场所删除；iii) 对“杜尔知识产权”进行分解、解释或其他逆向开发；或iv) 向第三方披露“杜尔知识产权”的内容或供应商对“杜尔知识产权”的使用。

14.6 The Supplier shall require and induce anyone directly or indirectly employed by it or its suppliers to comply with the provisions in this Article. The breach of this Article by a person mentioned above shall be deemed as the breach by the Supplier. In addition to the liabilities for breach of contract and compensation, breach of this Article may also lead to administrative and criminal liabilities.

供应商应督促及要求其直接或间接雇佣的员工及其供应商遵守本条的规定。任何上述人员违反本条将被视为供应商违反本条。违反本条除应承担违约及赔偿责任外，还有可能被追究行政及刑事责任。

14.7 The Supplier shall ensure that Dürr and Dürr’s customers do not infringe any Intellectual Property Rights of a third party due to the purchase, possession, offering, use, processing or resale of the delivered Products; the same applies for a country to which the delivered Products are intended to be ultimately shipped, provided this country has been communicated to the Supplier before conclusion of Contract.

供应商应确保杜尔及其客户不会因购买、占有、提供、使用、处理或转售交付的产品而侵犯到任何与第三方相关的知识产权；本条同样适用于交付的产品最终运送的目的国，前提是在合同签订前已通知供应商该等目的国。

14.8 In the event the Supplier commits a culpable breach of the duties laid down in §14.7 hereof, it shall indemnify Dürr upon first demand for any and all claims of a third party resulting from such actual infringements of Intellectual Property Rights and shall bear any and all costs and expenses Dürr necessarily incur in this context, including, but not limited to, the costs of legal action, investigation notarization and attorney, as well as the costs resulting from the observance of an omission obligation.

如果供应商违反了本通用条款第14.7条规定的义务，供应商应在第一时间赔偿杜尔因侵犯第三方知识产权而被要求进行的任何和所有索赔，包括但不限于法律诉讼、调查、公证及律师费用及因其不作为而产生的任何和所有成本和费用。

14.9 §14.7 hereof is not applicable if the Supplier has produced the Products in accordance with Dürr’s drawings, models or other detailed information provided by Dürr, and if the Supplier neither knew nor should have known that Intellectual Property Rights of a third party are being infringed.

如果供应商是根据杜尔提供的图纸、模型或其他详细信息而生产了产品，并且供应商既不知道也不应该知道第三方的知识产权受到了侵犯，则本通用条款第14.7条不适用。

14.10 The Supplier and Dürr are obliged to inform each other without undue delay of known risks of infringement and alleged cases of infringement of Intellectual Property Rights, and, within the scope of what can be reasonably expected, to counteract corresponding infringement claims.

供应商及杜尔都有义务及时的通知对方已知的侵权风险和将会涉嫌侵犯知识产权的案件，并在可以合理预期的范围内，阻止相应侵权索赔的产生。

## § 15 Software

### 十五、软件

15.1 Software shall be delivered to Dürr on commercially available data media in machine-readable form and including user documentation.

软件信息应通过商用数据介质以机器可读的形式交付杜尔，并包含用户文档。

15.2 Software developed for Dürr shall be provided to Dürr with the source code with a manufacturer’s documentation.

专门为杜尔开发的软件应提供给杜尔具有制造商文件的源代码。

15.3 For software developed for Dürr and the related documentation and parts thereof and all other work results, the Supplier shall procure and grant to Dürr an irrevocable, exclusive, worldwide and perpetual right of use, for each known type of use, including the right to reprocess, reproduce, change, expand and grant of simple rights of use to a third party.

为杜尔开发的软件及其相关文件、部分及所有其他工作成果，供应商应为每种已知类型的使用，包括向第三方重新处理、复制、更改、扩展和授予简单使用权的权利，获取并授予杜尔不可撤销的、独家的、全球的和永久使用权。

15.4 If Dürr’s acquisition of a right of use pursuant to §15.3 hereof is conflicted by rights of a third party to third-party programs or other third-party work products incorporated in the delivered Products, the Supplier and Dürr will contractually agree on the scope of Dürr’s right of use in a reasonable way.

如果杜尔根据本通用条款第15.3条获得的使用权与第三方在交付的产品中的第三方程序或其他第三方工作成果中的利益相冲突，供应商与杜尔应在合同中以合理的方式就杜尔的使用权范围达成一致。

15.5 The Supplier is not entitled to reproduce, process or to make other use of the work results produced for Dürr, neither in full nor in part.

供应商无权全部或部分复制、加工或将为杜尔生产的工作成果做其他用途。

15.6 The Supplier is not entitled to publish any of the work results of any nature produced for Dürr - neither in full nor in part.

供应商无权全部或部分公布为杜尔生产的任何性质的工作成果。

15.7 The Supplier shall procure and/or grant to Dürr the non-exclusive, transferable, worldwide and perpetual right to use the delivered software for integration in other products, to copy it, to have used it and to have copied it by Dürr’s affiliates and by Dürr’s distributors.

供应商应获取和/或授予杜尔非独家的、可转让的、全球的和永久的复制、使用交付的软件及将其集成到其他产品中的权利。杜尔的关联方及下属经销商亦有权复制或使用上述软件。

15.8 The Supplier shall procure and/or grant to Dürr the non-exclusive, transferable, worldwide and perpetual right to license the rights of use to Dürr’s affiliates, to Dürr’s end customers and distributors and to grant other rights of use.

供应商应获取和/或授予杜尔非独家的、可转让的、全球的和永久的将其使用权许可及授权给杜尔关联方、最终客户和经销商的权利。

15.9 If the procurement and granting of a right referred to in §15.3, 15.7 and 15.8 hereof are legally not possible, the Supplier shall inform Dürr in writing form before conclusion of the Contract. In doing so, the Supplier shall also state the reasons why the procurement and granting of the right is legally not possible.

如果法律上不可能获取和授予上述第15.3、15.7和15.8条所述的权利，供应商应在签订合同前以书面形式通知杜尔。同时，供应商还应说明在法律上不能获取和授予该项权利的原因。

15.10 The Supplier warrants that no portion of the software delivered to Dürr contains, at the time of delivery, any malware intended or capable to (i) permit access of the Supplier or any third party to Dürr’s computer systems without Dürr’s authorization; (ii) read, write, copy, change, disable, damage or erase any software or data on Dürr’s computer systems without Dürr’s authorization; or (iii) perform any other actions with, on or in Dürr’s computer systems without Dürr’s authorization.

供应商应向杜尔保证，在交付时，交付给杜尔的软件不得包含任何有意或能够进行如下运行的恶意软件，包括：(i) 在未经杜尔授权的情况下，允许供应商或任何第三方访问杜尔计算机系统；(ii) 未经杜尔授权而读取、写入、复制、更改、禁用、损坏或删除杜尔计算机系统上的任何软件或数据；(iii) 未经杜尔授权，利用杜尔的计算机系统、在其系统上或系统内执行任何其他操作。

## § 16 Data Protection

### 十六、数据保护

16.1 Personal and other data shall be collected, processed and protected by the Supplier in compliance with the legal regulations.

供应商应按照相应的法律法规收集、处理个人及其他数据及保障数据安全。

16.2 Personal and other data of the Supplier will be collected, stored and processed by Dürr in compliance with the legal regulations.

杜尔应按照相应的法律法规，收集、存储和处理供应商的个人及其他数据。

## § 17 Notice

### 十七、通知

17.1 Notices mentioned hereunder shall be given or made in writing. Once the delivery reaches the other Party, the Notices shall be deemed to have been served and has a legal service

effect. The Notices shall be served either personally delivered on the designated contact person of the Party to whom it is given or mailed or sent by fax, telegram or email.

本通用条款中所述之通知应以书面形式发送，发送到对方的，即为送达，产生法律上的送达效果。发送方式有：向对方指定联系人当面提交，或邮寄，或通过传真、电报、电子邮件等形式。

17.2 Notices issued, served or made in accordance with the provisions of this Article shall be deemed delivered or given, (i) if sent by registered or guaranteed mail within a country, the relevant Notices indicating the addresses agreed in the Order/Contract shall be deemed to have been served on the third (3<sup>rd</sup>) day after the date on which the receipt has been issued by the post office; (ii) if sent by registered or guaranteed mail abroad, the relevant Notices indicating the addresses agreed in the Order/Contract shall be deemed to have been served on the tenth (10<sup>th</sup>) day after the date on which the receipt is issued by the post office; (iii) if delivered by an express company or delivered by a specially-assigned person, the relevant Notices shall be deemed to have been served when delivered to the addresses agreed in the Order/Contract; (iv) if sent by fax, the relevant Notices shall be deemed to have been served when they are transmitted to the fax numbers agreed in the Order/Contract and the reports of successful fax transmission are obtained.

根据本条的规定发出、送达或作出的通知，在以下情况下视为已发出、送达或作出：(i) 如果在一国国内以挂号信或保证邮件寄出，在注明订单/合同约定的地址的有关通知在邮局投寄并且得到邮局发出收据之日后的第三(3)日视为已送达；(ii) 如果向国外以挂号信或保证邮件寄出，在注明订单/合同约定的地址的有关通知在邮局投寄并且得到邮局发出收据之日后的第十(10)日视为已送达；(iii) 如果交快递公司递送或交专人递送，在有关通知送至订单/合同约定的地址时视为已送达；(iv) 如果经传真发送，则在有关通知被传输至订单/合同约定的传真号码并获得传真成功传送的报告时视为已送达。

17.3 If either Party needs change its address for receipt of the Notices at any time, it shall give a Notice in writing to the other Party.

任何一方任何时候如欲变动收件地址，应以书面形式通知对方。

17.4 Dürr will open a public mailbox to collect complaints. If the Supplier encounters problems that cannot be resolved through negotiation, it may write an e-mail to: [supplier.support@durr.com.cn](mailto:supplier.support@durr.com.cn) to report the problems. After receiving the email, the management will investigate the case and give corresponding support.

杜尔将通过开设公共邮箱以收集相关投诉，如果供应商遇到无法协商解决的问题，可以通过公用邮箱 [supplier.support@durr.com.cn](mailto:supplier.support@durr.com.cn) 向杜尔管理层反馈，收到邮件后，管理层将调查并给与相应的支持。

## § 18 Force Majeure

### 十八、不可抗力

18.1 The force majeure referred to in this Article means an objective situation that cannot be foreseen, cannot be avoided and cannot be overcome, including but not limited to, serious natural disasters and catastrophes (such as typhoons, floods, lightning strikes, earthquakes, fires and explosions, etc.), war (whether declared war or not), rebellion, turmoil, government behavior, etc.

本条所指的不可抗力是指不能预见、对其发生和后果不能避免且不能克服的客观情况，包括但不限于：严重的自然灾害和灾难（如台风、洪水、雷击、地震、火灾和爆炸等）、战争（不论是宣战）、叛乱、动乱、政府行为等。

18.2 If either Dürr or the Supplier is unable to perform the Order/Contract due to Force Majeure, the Party shall immediately notify the other Party in the promptest way possible after the occurrence of the Force Majeure, and issue a written document to the other Party that can effectively prove the force majeure within five (5) days of the occurrence or the restoration of the communication.

杜尔或供应商中任何一方因不可抗力不能履行订单/合同时，应在不可抗力事件发生后，立即以可能的最为快捷的方式通知对方，并在不可抗力事件发生或通讯恢复后五(5)天内向对方出具能有效证明该不可抗力事件发生的书面文件。

18.3 The Party affected by force majeure shall take active and effective measures to minimize the losses caused to the other Party due to the inability or delay of performance of the Order/Contract. Once the influence of Force Majeure is eliminated, the other Party shall be notified immediately.

受不可抗力影响的一方应采取积极有效的措施以尽量减少因不能或延迟履行订单/合同而给对方造成的损失，一旦不可抗力的影响消除，应立即通知对方。

18.4 After having fulfilled the above mentioned notice obligations and obtained the relevant certificate from due authorities, the Party affected by force majeure has the right to terminate the Order/Contract, extend the performance period, perform the Order/Contract in part, and may be partially or totally exempt from liability for breach of contract according to the specific circumstances.

在履行了上述通知义务的情况下，且在取得有关部门的证明后，受不可抗力影响的一方允许解除订单/合同、延期履行、部分履行订单/合同并可部分或全部免于承担违约责任，视具体情况而定。

## § 19 Assignment

### 十九、转让

The Order/Contract and any right or obligation hereunder shall not be transferred or subcontracted by the Supplier to a third party without the prior written consent of Dürr. A prohibited transfer includes, without limitation, transactions involving a change of control, merger, reorganization, or sale of all or substantially all of the assets or equity of the Supplier.

未经杜尔的事先书面许可，供应商不得将其在订单/合同项下的任何权利或义务转让或分包给其他第三方。禁止之转让，包括但不限于，涉及控制权变更、合并、重组或全部或相当于全部对供应商资产或权益出售的交易。

## § 20 No Waiver

### 二十、不弃权声明

The failure of Dürr at any time to exercise any of its rights under an Order/a Contract except for rights specially limited as to the dates of exercise thereof, shall not be construed to be a waiver of such rights nor prevent the Supplier from subsequently asserting or exercising such rights.

除订单/合同明确规定有期限的权利外，任何时间杜尔未予履行其在订单/合同项下的权利，

均不会构成或视为杜尔对该等权利的放弃或不再对供应商主张及行使该等权利。

## § 21 Dispute Resolution- Applicable Law - Place of Fulfillment

### 二十一、争议解决、适用法律和合同履行地

21.1 In the event a dispute arises in connection with the interpretation or implementation of the Order/Contract, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations. If the dispute is not resolved in this manner within 60 days after the commencement of such consultation, either Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in Shanghai pursuant to its Arbitration Rules as then in force, unless otherwise agreed by the Parties.

由于解释或履行订单/合同而产生的或与此有关的争议，双方首先应通过友好协商解决。如果争议在友好协商开始后的六十日内无法解决，除非双方另有约定，任何一方均可将该争议提交中国国际经济贸易仲裁委员会，根据其届时有效的仲裁规则在上海进行最终裁决。

21.2 Provided nothing is agreed otherwise, Orders and Contracts including GTC shall be governed by and construed according to the laws of the People's Republic of China.

如双方事先未达成任何其他协议，则订单及合同包括本采购通用条款应受中华人民共和国法律管辖并依其进行解释。

21.3 Provided nothing is agreed otherwise, the place of fulfillment of the Order/Contract shall be the place indicated in the Contract, alternatively the place of Dürr's registered office.

如双方事先未达成任何其他协议，则合同的履行地点应为订单/合同中注明的地点，否则为杜尔的注册所在地。

## § 22 Anti-Malignant Competition and Anti-Monopoly

### 二十二、反恶意竞争及反垄断

22.1 Both Parties agree that in market transactions, as business operators, suppliers, Dürr and any third party shall abide by the principles of voluntariness, equality, fairness, good faith and generally accepted business ethics. "Malignant competition" as mentioned in this Article means the business operators violate the provisions of the law, damage the lawful rights and interests of other business operators, and disrupt social and economic Order. "Suppliers and third party" as mentioned in this Article refers to legal persons, other economic organizations and individuals engaged in the business of commodities or profit-making services.

双方应同意在市场交易中，作为商业活动的经营者，供应商、杜尔和任何第三方应当遵循自愿、平等、公平、诚信和普遍接受的商业道德准则。本条所称的“恶意竞争”，是指经营者违反法律规定，损害其他经营者合法权益，扰乱社会经济秩序的行为。本条所称的“供应商及第三方”，是指从事商品经营或者营利性服务的法人、其他经济组织和个人。

22.2 Both Parties agree to anti-monopoly commercial behaviors in the market. The term of "monopoly agreement" as used in this Article refers to agreements, decisions or other concerted means that exclude or limit competition. The following monopoly agreements are prohibited to be reached by operators having such competitive relations: fixing or changing commodity prices; restricting the quantity of Products produced or sold; dividing the sales market or raw material purchasing market; restricting the purchase of new technology or equipment or the development of new technology or products and transaction boycott.

双方同意市场上的反垄断商业行为。本条所述“垄断协议”是指排除或限制竞争的协议、决定或者其他的协同手段。禁止具有竞争关系的经营者达成下列垄断协议：固定或者变更商品价格；限制产品的生产数量或者销售数量；分割销售市场或者原材料采购市场；限制购买新技术、新设备或者限制开发新技术、新产品及联合抵制交易。

## § 23 Restrained Competition Agreement

### 二十三、合理限制竞争协议

23.1 Based on GTC, both Parties understand and agree that GTC does not constitute a commitment from Dürr to engage in any future business with the Supplier nor does it constitute an exclusive arrangement on the part of either Party. Dürr may negotiate with the Supplier and/or alternate the supplier(s) for additional business, in Dürr's discretion.

基于本通用条款，供应商及杜尔均理解并就以下条款达成一致。本通用条款既不构成杜尔与供应商日后开展任何业务的书面承诺，也不构成任何一方的排他性协议。杜尔可自行决定与供应商和/或其他可选供应商洽谈额外的业务。

23.2 The Supplier will be free to bid or contract with any company or person on any project of the Supplier's choice so long as the Supplier can continue to satisfy its contractual obligations to Dürr under the Order/Contract and hereunder; however, the Supplier may not directly contact the End Customer of Dürr in any ways during the performance of a Project Contract, neither be a competitor with Dürr in any deal during the validity period under GTC.

只要供应商能够继续履行在订单/合同及本通用条款项下对杜尔的合同义务，供应商可以自由选择在任一项目与任何公司或个人进行投标或签订合同；但是，在项目合同履行期间，供应商不得以任何方式与杜尔的最终客户取得直接联系，本通用条款的有效期限内，供应商亦不得在任何交易中与杜尔竞争或形成实质的竞争关系。

23.3 The Supplier agrees not to provide any of the Products under a Project Contract to the project End Customer of Dürr in any ways (including but not limited to selling, presenting, donating) without Dürr's written approval during five (5) years from the date of the signing of the Contract.

供应商同意，自项目合同签署之日起五(5)年内，供应商不得向杜尔的最终客户以任何方式提供（包括但不限于出售、赠与、捐赠）项目合同项下的产品。

23.4 Dürr shall be entitled, at any time, without any prior notice to the Supplier, to cancel and/or terminate the relevant Order/Contract immediately, in case, Dürr finds that the Supplier fails to perform the obligations foregoing. If any Products are already ordered and confirmed, the performance of the relevant Order/Contract depends on the decisions of Dürr. And the Supplier shall reimburse Dürr on demand for all costs and expenses incurred by it in connection with termination of the Order/Contract or any ancillary documents and the completion of the delivery of the Products. Dürr may take such Suppliers into its supplier blacklist at its own discretion.

如果杜尔发现供应商未能如约履行上述义务，则杜尔有权在任何未事先通知供应商的情况下，立即取消和/或终止相关订单/合同。针对任何已经签订并确认的产品，相关订单/合同是否继续执行取决于杜尔的决定。供应商应按要求赔偿因终止订单/合同或任何附属文件以及完成产品交付而产生的所有费用和开支。且杜尔可自行决定是否将该供应商列入其供应商黑名单。

23.5 The Supplier represents and warrants to and covenants with Dürr that the prices to be charged to and paid by Dürr shall not exceed the prices charged to other customers of the Supplier for products that are substantially similar to the Products under the Order/Contract.

供应商需向杜尔声明、保证并承诺，供应商向其收取的价格不得超过供应商向其他客户收取的与订单/合同项下实质上类似产品的价格。

#### **§ 24 Miscellaneous**

##### **二十四、其他**

24.1 Should individual provisions, terms, articles or conditions of GTC or of the Contract entered into between the Supplier and Dürr be or become fully or partially invalid, this shall not affect the overall validity of the other provisions.

本通用条款或供应商与杜尔签订的合同的个别款项、条款、章节或条件的整体或部分无效或即将失效，不影响其他条款的效力。

24.2 GTC is finalized in good faith and on the basis of mutual trust, and is available in both Chinese and English. The Chinese version shall prevail if there is any discrepancy.

本通用条款基于诚信和互相信任的原则予以完成，同时包含中英文，如有歧义，以中文版为准。