

General Terms and Conditions of Purchase 采购一般条款及条件



set out by the following companies 由以下单位提出:

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1. GENERAL TERMS AND CONDITIONS – SCOPE 一般条款及条件-适用范围

1.1 The present General Terms and Conditions of Purchase (“Conditions of Purchase”) apply to all business relationships with our business partners and suppliers (hereinafter respectively referred to as „SUPPLIER”). The Conditions of Purchase shall only apply if SUPPLIER is a business owner.

现行的采购一般条款及条件（以下简称“采购条件”）适用于所有与我们建立业务关系的商业伙伴和供应商（以下分别简称“供应商”）。本采购条件仅适用于供应商是企业主。

1.2 The Conditions of Purchase apply in particular to contracts concerning the sale and/or the delivery of movable objects (hereinafter referred to as: goods), irrespective of whether the SUPPLIER produces the goods itself or buys them by sub-suppliers. These Conditions of Purchase shall further apply to any and all design-related services rendered by SUPPLIER. The Conditions of Purchase, as at any time amended, shall also apply to future contracts concerning the sale and/or the delivery of movable objects, without us having to refer to these again in each individual case; in this case we will immediately notify SUPPLIER of any amendments to our Conditions of Purchase. 本采购条件尤其适用于与销售和/或交付可移动物品（以下简称货物）有关的合同，不论此货物是供应商自产的或者从次级供应商处购买的。此采购条件还适用于供应商提供的任何所有与设计有关的劳务。不论何时被修改，此采购条件仍将适用于将来的与销售和/或交付可移动物品有关的合同，无须每次都直接告知供应商。 此采购条件如有任何修改，我们将及时告知供应商。

1.3 These Conditions of Purchase shall apply exclusively, any conflicting or diverging terms and conditions of purchase of the SUPPLIER shall only become part of the contract if and to the extent that PARAT has expressly consented to their applications in writing. These Conditions of Purchase shall also apply to any cases in which PARAT, having knowledge of conflicting or diverging terms and conditions of purchase of the SUPPLIER, will accept SUPPLIER's delivery or pays for it without any reservation. 此采购条件唯一适用，只有当百瑞德以书面形式明确同意时，供应商与此采购条件冲突的或者有歧义的采购条款和条件将成为合同的一部分。此采购条件也适用于任何情况，当百瑞德得知供应商有冲突或有歧义的采购条款和条件后，毫无保留的接受供应商的交货或者支付货款。

1.4 Any individual agreement made on a single-case basis with the SUPPLIER (including collateral agreements, supplements and amendments) shall take priority over these Conditions of Purchase in every case. A written agreement or written confirmation by PARAT shall prevail in respect of the contents of such agreements. 任何与供应商在单一案例的基础上签订的独立协议（包括附属协定、补订或增订的内容）在所有情况下都比此采购条件具有优先适用权。而百瑞德的一份书面协议或书面确认函比此协议更具有优先适用权。

1.5 Legally relevant declarations and notifications, which are to be submitted towards us by SUPPLIER after conclusion of the contract (e.g. the setting of deadlines, reminders or declaration of rescission), are required to be in writing in order to be effective.

合同签订后，供应商须提交给我司的法律相关的声明和通知（例如：截止日期的设置，提醒或解约声明）都必须以书面形式列在订单中方可生效。

1.6 References to the validity of statutory regulations shall only have clarifying significance. Therefore, the statutory regulations shall also apply without such a clarification insofar as they are not directly amended or expressly excluded in these Conditions of Purchase. 对法律法规的有效性的参考只具有说明意义。因此，双方没有约定的条款，应当适用法律、法规的规定，只要它们没有被直接修改或者被明确排除在采购条件之外。

1.7 SUPPLIER is aware of the fact that supplies performed and performances rendered within the framework of this business relationship with PARAT are part of the supply chain and that the fulfillment of the contractual provisions agreed upon is of outstanding importance for PARAT, in order to enable PARAT to satisfy its own contractual obligations towards PARAT's buyers and customers in due time and according to the contract. 供应商知道如下事实：供应商已经履行过的合同与百瑞德的业务架形成供应链的一部分，履行双方一致同意的合同条款对百瑞德来说有特别重要的意义。只有供应商全面履行采购条款，百瑞德才能在规定的时间内，按照合同的要求履行对其买家和客户的合同义务。

2. CONCLUSION OF CONTRACT (ORDERS AND ACCEPTANCE) AND CONTRACT AMENDMENT 合同（订单和验收单）的签订以及修订

2.1 Supply agreements (orders and acceptance), call-offs and other transactions to be concluded between PARAT and SUPPLIER, including such for design-related services as well as any amendments and supplements thereto, shall be set out in writing. Orders and call-offs may also be submitted via data telecommunication.

供应协议（订单和验收单）、订单取消以及百瑞德与供应商签订的其它交易形式，包括与设计有关的服务以及其增补条款均须以书面形式确定。订单以及订单取消也可以通过数据电信进行传递。

2.2 Offers and estimate of costs are binding by SUPPLIER and will not be remunerated by PARAT, unless otherwise expressly stipulated. 除非另行书面明确规定，否则报价和成本预估都由供应商自行承担成本和费用，百瑞德无需支付任何费用。

2.3 Our orders shall be considered as binding upon written submission or confirmation at the earliest. Before accepting any purchase order, SUPPLIER must point out obvious mistakes (e.g. misspellings and calculation errors) and any incompleteness in the purchase order, including the order documents, for the purpose of correction and/or completion; the contract shall otherwise be regarded as not concluded. 我们订单只有在书面提交或者书面确认后才有法律效力。供应商必须在接受任何采购订单之前指出订单中的明显错误（例如：拼写错误或者计算错误）或者其他任何不完全之处，包括订单文件中的错误，以便作出修改或完善。否则合同视为没有签订。

2.4 SUPPLIER shall be obliged to confirm our purchase order within a period of 5 working days in writing (working days, except Saturday) or in particular to perform such purchase order by dispatch of the goods without reservation (acceptance). Delayed acceptance shall be deemed to be a new offer and requires confirmation by PARAT. 供应商有义务在收到订单后 5 个工作日内（工作日，不包括星期六）内以书面形式确认订单，或者在此期间内直接无条件地接受并交付货物，履行订单。延迟接受将被视为一个新报价，须百瑞德的确认。

2.5 Within the bounds of reasonableness for the SUPPLIER, PARAT may demand changes to the delivery item in terms of design and finish. The effects thereof, in particular with respect to higher and lower costs as well as delivery dates, are to be mutually and reasonably regulated by the parties. Any amendments made by the SUPPLIER are subject to prior written approval by PARAT. 在合理的范围内，百瑞德可以要求供应商更改所提供的产品的设计和外观。由此产生的影响，特别是成本及交货日期的变化，需要双方共同书面协商确定。供应商做出任何修改之前都必须先取得百瑞德的书面同意。

2.6 PARAT is entitled to request the interruption of further order processing by SUPPLIER at any time. SUPPLIER shall meet these demands to the greatest extent possible and must in such a case immediately demonstrate, verifiably and in detail, the resulting costs and scheduling consequences towards PARAT. For suspensions not exceeding three months the SUPPLIER will make no demands. 百瑞德有权随时要求中断供应商续订单的生产。供应商应最大限度地满足这些要求，另外在这种情况下，供应商还必须立即详细证明展示其为百瑞德付出的生产成本以及制定的排程表。对于不超过三个月的中断供应商不提出异议。

3. PRICES AND TERMS AND CONDITIONS OF PAYMENT 价格和支付条款及条件

3.1 If delivery prices are not yet stipulated at the time of order by PARAT, SUPPLIER shall fill in these prices in the copy of the order for return. These prices are then subject to approval by PARAT. Any additional costs (customs duties, packaging, transport costs, insurance) shall be set out separately by SUPPLIER within the context of its offer and shall be advanced by SUPPLIER due to the absence of any written agreement, with the exception of the statutory VAT, and shall be paid to PARAT in addition to the delivery price. 若交付价在百瑞德提交订单时尚未确定，供应商应在订单复印件上填写价格并提交与百瑞德审核并确认。所有的附加费用（关税、包装费、运输费、保险费）应在供应商报价单上分别清楚，如因任何书面协议的缺失，除法定增值税外，须由供应商预付。

3.2 Any increase in price of the goods delivered, including increase of additional delivery costs, is subject to a previous written approval by PARAT, unless otherwise explicitly stated in this terms and conditions or in the additional agreement. 所交货物的价格，包括附加的运费，如有任何上涨，均须事先取得百瑞德的书面许可，在条款和条件中或者其他附加协议中已有明确规定的除外。

3.3 Unless otherwise stated below, payment of delivery price shall be due within 90 days upon complete delivery and performance (including acceptance as stipulated, if applicable) as well as receipt of a correct invoice. In case of payment within 14 days, SUPPLIER grants a 6 % cash discount on the net amount of the invoice. In case of acceptance of early deliveries, previous periods commence only with date of delivery agreed upon.

除双方有明确约定外，百瑞德将在全部交货，货物性能良好（如果适用，按照规定验收合格），收到准确发票后的90天内按照交货价支付货款。如果百瑞德在14天内完成付款，供应商应在发票净额的基础上给予6%的现金折扣。如果接受提前交货，前期只能从约定的交货日期开始。

3.4 Above-mentioned terms of payment will be extended accordingly, provided that improperly produced delivery documents result in a delay. 如果因交货文件错误而发生延误，那么上述提及的付款时间也会相应的顺延。

3.5 Above-mentioned term of payment for tools remaining at SUPPLIER's premises shall commence only after initial sample approval. Evaluation of initial samples by PARAT shall be started no later than 30 days after submission by SUPPLIER. 只有在初始样品检验合格后，百瑞德才会开始支付放在供应商处的模具的款项。百瑞德对初始样品的检验应在供应商提供初始样品后 30 日内完成。

3.6 Payment is effected by bank transfer or by cheque. SUPPLIER shall bear any possible charges arising in the course of payment transactions. 支付通过银行转账或者支票完成，供应商应承担任何可能的由支付交易产生的费用。

3.7 The statutory default interest shall apply. 因拖欠产生的法定利息由拖欠方承担。

3.8 In case of faulty delivery / performance, PARAT is entitled to withhold the payment proportionately to the value until the contract has been duly performed. 如交货有误或者货物有缺陷，百瑞德有权扣留相应价值的货款，直至合同得到完全履行。

4. DELIVERY DATES, TRANSFER OF PERILS AND TRANSPORT, PARTIAL SHIPMENT, EXCESS AND SHORT DELIVERY 交货日期、风险转移、运输、分批装运、交货超额和短缺

4.1 The delivery dates and schedules stated in the order or the call-off are binding. Object of each supply also comprises the necessary delivery documents (delivery note indicating date of issue and shipment; content of the delivery indicating part number and quantity; PARAT purchase order reference with order date and order number as well as documentation of components that are the first essential of further processing) as well as the respective confirmations or certificates. 列在订单或者订单取消单中的交货日期和安排计划具有法律效力。每次提供的物品还包括必要的交货文件（交货单，上面须注明签发日期和发运日期；交货内容，须注明料号和数量；百瑞德的采购订单，上面有订货日期，订单号以及其他便于后期文件的重要内容）以及相应的确认件或证明材料。

4.2 Delivery shall be effected, unless otherwise stipulated, according to DDP Incoterms 2010 to PARAT or to any other location designated by PARAT, whereby SUPPLIER shall be obliged to select the least expensive and most suitable customary choice of shipping and packaging for PARAT. In this case, PARAT has the right to prescribe the use, mode of despatch and method of transport. PARAT has the right at all times to switch to a delivery as per FCA Incoterms 2010 with an advance period of notice of 15 days, whereby in this case the additional delivery costs for transport services, insurance and customs duties shall be borne by PARAT and therefore may not be charged by SUPPLIER. The handling in case of FCA Incoterms shall be managed by routing order. 除非另行规定，否则货物必须按照完税交货价 DDP (2010 年国际贸易术语) 交付给百瑞德或者百瑞德指定的其他地点。供应商有义务为百瑞德选取最经济、最合适且常用的运输方式和包装方式。百瑞德也有权决定发货方式和运输方式。百瑞德有权在任何时候将转变成出厂价 FCA (2010 年国际贸易术语) 交货，但必须提前 15 天书面通知供应商。在这种情况下额外产生的交货成本，包括额外的运输费、保险和关税将全部由百瑞德支付，供应商不可收取这些费用。如按出厂价 FCA 交货，则必须按照指定货处理。

4.3 The decisive date for determining adherence to the delivery date or delivery schedule is the receipt of the goods and the shipping documents at PARAT or at the receiving place designated by PARAT in case of delivery DDP Incoterms 2010. 按照交货日期或者交货申请单表，交货日期是指在百瑞德收到货物和发运文件当天，如果以 DDP (2010 年国际贸易术语) 贸易方式，则为 PARAT 指定交货地点交货及收到发运文件当天。

4.4 In case of call-off orders, PARAT determines the individual call-offs and call-off dates for partial shipment in accordance with its reasonably exercised discretion and shall notify SUPPLIER in concrete terms thereof. General information about the estimated needs or about the quantity expected to be called upon are non-binding and do not form any obligation to accept delivery, unless otherwise expressly agreed upon. Call-offs may be transmitted also by electronic transmission according to valid VDA standards. 如果订单取消，百瑞德将合理地决定取消单，以及取消日期便于分批装运，百瑞德也会将订单取消的具体情况通知供应商。除非有清楚的规定，否则关于预计需求量或者预计订购量的一般信息不具有法律效力，也不形成接受任何交货的义务。根据有效的 VDA 标准，订单取消也可以通过电子传输的方式进行传递。

4.5 Excess deliveries do not form any obligation to accept delivery of the extra goods. The same applies in case of partial shipment and/or short deliveries of quantities ordered. In case of early deliveries, PARAT reserves the right to refuse the acceptance of the goods at SUPPLIER's costs or to set another payment date accordingly. 超额交货不会形成任何接受超出货物的义务，这也适用于分批装运和/或者交付短缺的情况。如果供应商提前交货，百瑞德保留拒绝收货或者相应的更改支付日期的权利，其中产生的费用由供应商承担。

4.6 SUPPLIER shall inform PARAT immediately if it becomes apparent that delivery dates and/or performance deadlines won't be met, indicating the reasons and the likely duration of the delay. Unreserved acceptance of the delayed supplies may not be construed as a waiver of any rights by PARAT with regard to the untimely delivery. 如果供应商清楚地明白不能按照交货日期和/或者截止日期交货，需要立即通知百瑞德，表明原因以及可能的延误时间。百瑞德接收了延期交付的货物仍有追究供应商延迟交货责任的权利。

4.7 SUPPLIER undertakes to maintain a responsive failure strategy for its manufacturing facilities and plants in order to ensure a punctual delivery to PARAT. 供应商承诺，为了准时供货给百瑞德，给自己的制造设备和工厂分别制定失效措施。

5. DELAY IN DELIVERY 交货延迟

5.1 SUPPLIER is under an obligation to maintain an on-going deadline monitoring. Upon demand, SUPPLIER shall present a schedule that shows the most important milestones of the main steps with regard to engineering, manufacturing, assembly and testing within the scope of delivery, whereby SUPPLIER undertakes to carefully comply with the milestone dates. 供应商有义务不断监控截止日期。一经要求，供应商就应提供一个安排表，上面须注明在截止日期之内关于工程、制造、安装和检测的每个主要步骤最重要的阶段，供应商承诺严格遵守并符合每个阶段要求的期限。

5.2 PARAT has to be immediately informed in writing stating recovery actions and remedies if a delay of a milestone date beyond five working days is expected. PARAT is entitled, in any event and at any time, to enter all manufacturing plants of SUPPLIER in order to check deadlines and to start taking measures in agreement with SUPPLIER to guarantee adherence to the deadlines in case of delays caused by SUPPLIER that identifiably endanger the overall project. PARAT's customers or its authorized representatives shall be granted the right to check that a product ordered fulfils the stipulated quality requirements at SUPPLIER's premises. 如果经预计某个过程将延期五天以上，供应商应立即书面通知百瑞德，并说明补救方法。如果延期是由供应商造成的，且其很有可能影响到整个项目，那么百瑞德有权随时地进入供应商的生产车间，检查生产进度，与供应商协商一致采取补救措施按照约定期限交货。百瑞德的客户或者其授权代表有权去供应商处检查百瑞德订购的产品质量是否符合其质量要求。

5.3 In case of debtor's delay by SUPPLIER, the statutory regulations shall apply. 因供应商自身的原因产生的延迟，应依据相应的法律法规，由供应商承担相应的法律责任。

5.4 If SUPPLIER does not fulfil its performance or does not do so within the agreed delivery time or is in default, PARAT's rights are regulated by the legal requirements – particularly its rights to rescission or damages. Article 5.6 remains unaffected. 如果供应商无法履行其义务或者没有按照合同规定的交货时间交货或者有违约情况，百瑞德的权利，尤其是关于取消合同或者为损害赔偿的权利仍然受法律的保护。第5.6条的约定不受影响。

5.5 Delay in delivery is also considered to exist if the necessary delivery documents, certificates or confirmations are not provided by the agreed date or are delivered incomplete. 必要的交货文件、证明材料或者确认件未在规定的日期前送达或者不完整送达的情况也属于交货延迟。

5.6 If SUPPLIER causes a delay, PARAT shall be expressly entitled to claim a contractual penalty amounting to 1 % of the net price for each full week of delay without evidence of accrued damages, not more however than 5 % of the net price of the delayed goods. PARAT is entitled to demand the contractual penalty in addition to the performance and, as a minimum sum, the damages owed by the SUPPLIER; the assertion of any further damages is reserved to PARAT. In case of acceptance of a delayed performance by PARAT, the contractual penalty will be claimed no later than at the time of the final payment. 如果供应商造成延迟，百瑞德有权要求供应商支付违约金，每延迟一周，在末产生损失的情况下，供应商须按照延期货物净价1%支付违约金，但不超过延期货物净价的5%。此外，百瑞德还可以要求供应商履行其义务，除承担违约金外，还可以要求供应商对造成的损害进行赔偿。百瑞德保留对任何后续损害的判定权。如百瑞德接受供应商延期履行合同约定义务，那么百瑞德必须在付清货款之前要求供应商支付违约金。

5.7 If SUPPLIER suspends payments or ceases to make deliveries, or if bankruptcy proceedings are instituted on its assets, PARAT shall be entitled to withdraw from the unsatisfied portion of the contract. 如果供应商宣告破产或停止交货，或者供应商资产进入破产法律程序，百瑞德有权撤销合同中未能得到履行的部分。

6. FORCE MAJEURE 不可抗力

Force majeure, unrest, governmental measures, strike, lockout or other events beyond one's control free the contractual parties for the duration of the problem and for the scope of the effect thereof on the work obligations. PARAT shall exclusively be entitled to cancel the contract as a creditor of the obligation to perform in case of substantial duration of the default in performance. 如发生不可抗力、动荡、政府措施、罢工、停工、或者其他人力不可控制的事件，合同双方可以在不可抗力等事件发生期间以及其影响范围之内免除履行合同约定义务。如不可抗力事件持续较长时间，作为义务的债权人，百瑞德还有权取消合同。

General Terms and Conditions of Purchase 采购一般条款及条件



7. NOTICE OF DEFECTS 缺陷通知

7.1 SUPPLIER shall be liable in particular, in accordance with the law, that the goods at the time of transfer of risk to PARAT have the contractually agreed characteristics. The product descriptions which – in particular through designation or reference in the order from PARAT – are the subject matter of the respective contract, are regarded as an agreement as to the properties in each case. For this, it makes no difference whether the product description originates from PARAT, from the SUPPLIER or from the manufacturer.

依照合同法，供应商尤其有责任保证货物风险转移到百瑞德时，其特质符合合同之约定。在不同情况下的产品描述，尤其是根据百瑞德订单中的名称或参考所形成的产品描述，均被视为关于产品性能所制定的协议，是相应合同中的主要部分，不论产品描述来自百瑞德、供应商还是制造商。

7.2 PARAT is also entitled to claim for defects without restriction if the defect remained unknown to PARAT as a consequence of gross negligence at the time of contract conclusion.

如果由于签订合同时严重疏忽造成百瑞德不了解货物的某种缺陷，百瑞德有权无限制的要求供应商对货物的缺陷进行赔偿。

7.3 The commercial duty to examine and to notify defects shall be governed by the statutory provisions, to the following restriction: PARAT's duty to examine is limited to defects that are obvious to visual inspection of the incoming goods at PARAT, including shipping documents, and at the quality control by way of the random sample test procedure (e.g. transport damage, wrong delivery and short delivery). No examination is required if an acceptance procedure has been agreed on. For the rest, it depends to what extent an inspection, taking into account the circumstances of the individual case, is feasible according to the proper course of business.

对货物缺陷进行检查和通知的商业义务受法律条款的管理和控制。百瑞德检查缺陷的责任仅限于检查来货，包括装运文件的明显可辨的缺陷，通过随机抽查来控制货物质量（例如：运输损伤、交货错误或者短缺交货）。双方同意开始验收后无须再进行检查。考虑到实际情况，其余的，根据适当的业务程序，取决于检查的可信程度。

7.4 PARAT's obligation to give notice of defects discovered at a later point in time remains unaffected. In all cases, an objection (notice of defects) by PARAT shall be deemed timely and without delay if it is delivered to SUPPLIER within 5 working days (except for Saturday).

百瑞德在收货后的任何时间内发现货物缺陷并通知供应商的义务不受影响。在任何情况下，供应商都应在 5 个工作日内（不包括周六）及时处理百瑞德提出的异议（产品缺陷通知）。

8. LIABILITY FOR DEFECTS / CLAIMS FOR DAMAGES 赔偿责任/索赔损失

8.1 Unless otherwise stipulated in these Conditions of Purchase, the statutory provisions shall apply regarding physical and legal defects as well as the legal consequences of failure.

除非在此采购条件中有明确规定，否则法定条款适用于处理关于货物的物理缺陷和法律缺陷以及由此缺陷产生的法律后果。

8.2 Deficiencies which will become apparent within six months after passing of the risk shall be assumed to have already existed at the time of passing of the risk, unless this assumption conflicts with the kind of merchandise or with the matter of defect.

风险转移后六个月内产生的缺陷，如果该缺陷是明显的，则这一缺陷被认为是在风险转移时已经产生，除非这一假设与货物的种类或者货物的性质有冲突。

8.3 If the SUPPLIER fails to comply with its obligation to render supplementary performance (rectification of a defect *Nachbesserung*) at PARAT's option either by removing the defect (rectification) or by providing goods that are free from defects (substitute delivery) – within an appropriate time limit set by PARAT, PARAT can remedy the defect itself and demand reimbursement of the costs required to do this or an appropriate advance payment from the SUPPLIER. If the supplementary performance by the SUPPLIER has failed or is unreasonable for PARAT because of particular urgency (e.g. risk to operational reliability or the imminent occurrence of unreasonably high losses) there shall be no need to set a deadline; PARAT will immediately notify SUPPLIER of such circumstances, as far as possible in advance.

如果供应商不能履行补充义务，即在百瑞德规定的时间内，对缺陷进行矫正或者另外提供无缺陷的货物，那么百瑞德有权自行修补缺陷，然后要求供应商偿还修理费，或者百瑞德可以要求供应商预付修理费。如果供应商无法修复缺陷或者因为情况紧急（例如：存在操作可靠性的风险或者有可能造成不合理的较高损失）修复缺陷对百瑞德来说不合理，则不需要设置一个截止日期；如发生这种情况，百瑞德将尽快通知供应商。

8.4 SUPPLIER is in addition obligated to provide compensation for any expenses in connection with the remedy of defects, in particular transport costs, dismantling and assembly costs, administrative costs as well as other costs linked to such action. In particular, SUPPLIER shall also be liable for costs incurring if PARAT must participate in programs to remedy defects, like "Contained Shipping Level" and "Executive Champion Programs" or similar programs of its buyers, and in particular, of automakers. Other contractual or other legal claims for compensation due to liability for defects remain unaffected. The costs spent by SUPPLIER for the purpose of testing and rectification (including possible dismantling and assembly costs) shall be borne by SUPPLIER even if it transpires that there was in fact no defect. PARAT's liability for damages in case of an unauthorized request to remedy a defect remains unaffected; PARAT shall be liable only to the extent that PARAT has recognized or has negligently failed to recognize that there was no defect.

另外，供应商有义务赔偿因与修复缺陷有关的费用，尤其是交通费、拆解费、组装费、行政费用以及其他费用。另外，如果百瑞德必须参与某些修补缺陷过程，如移平发运集装箱及履行救援程序或者其买家尤其是汽车制造商的类似程序。其他按合同或者法律索赔的权利不受影响。供应商因检测和纠正缺陷（包括有可能的拆解费和组装费）而产生的费用均由供应商承担，即使最后证明并无缺陷。对于未经授权修复缺陷的请求，百瑞德的赔偿责任不受影响。只有当百瑞德意识到或者由于疏忽未能意识到货物实际上并无缺陷时，百瑞德才负责责任。

8.5 Should the SUPPLIER repeatedly be unable to meet PARAT's requirements with regard to quality and finish, PARAT shall in all cases be entitled, after a respective warning letter had been issued, to withdraw from the contract; PARAT's other rights remain reserved.

如果供应商反复多次不能满足百瑞德对质量和外观的要求，百瑞德在任何情况下，在给出书面警告信后，都有权取消合同。百瑞德的其他权利不受影响。

8.6 PARAT's other claims because of the violation of any contractual or legal obligations (e.g. compensation claims irrespective of their legal grounds) remain unaffected.

因为任何违反合同或者法律义务的行为（例如：不论何种依法提出的赔偿要求），百瑞德所提出的其他索赔不受影响。

9. LIMITATION PERIOD 时效期

9.1 Reciprocal claims of PARAT and SUPPLIER become time-barred according to statutory provisions, unless otherwise stipulated below.

除非下文有明确规定，否则百瑞德与供应商互相提出的索赔有效期受到法律规定的限制。

9.2 The general limitation period for any claims arising from defects shall be 3 years, beginning with the transfer of risk. As far as acceptance is agreed, limitation period shall commence with such acceptance. The 3-year limitation period shall apply *mutatis mutandis* also for claims arising out of defects in title, whereby the statutory limitation period for claims in rem for the restitution of property of any third party remain unaffected; claims based on legal defects shall in no case become time-barred as long as the third party can assert the right against PARAT – in particular in the absence of limitation.

由于产品缺陷而要求的索赔一般有效期为三年，自风险转移开始计算。如果货物通过验收，则有有效期从通过验收开始计算。此三年时效期在细节上做必要修改后也适用于因所有权缺陷而产生的索赔，按照法律规范任何第三方权利诉讼时效期不受影响；基于法律缺陷的索赔在任何情况下都不会失去时效，只要第三方能够维护针对百瑞德的权利，尤其是在缺少限制的情况下。

9.3 The limitation periods of sales law, including aforementioned extension, apply for all contractual claims for defects to the extent permitted by law. If PARAT is also entitled to extra-contractual compensation due to a defect, the legally required regular statute of limitation shall apply in this case (§§ 195, 199 "BGB"), unless the application of the limitation periods of sales law leads in a particular case to a longer limitation period.

合同法的时效性，包括上文提及的延长，在法律许可的范围内，适用于所有根据合同对产品缺陷的索赔。如果百瑞德也有权根据合同对一个缺陷进行额外的索赔，除非时效期因为运用了合同法的时效期而得到延长，否则其时效期根据法律规定的限制确定。

10. PRODUCT LIABILITY / RELEASE FROM LIABILITY AND THIRD PARTY INSURANCE COVER 产品责任/解除责任和第三方保险

10.1 If claims are lodged against PARAT owing to product liability laws, the SUPPLIER shall exempt and hold PARAT harmless from such claims made by any third party, if and insofar as the damage is caused by a defect in the goods which are delivered by the SUPPLIER. In cases of liability depending upon culpability, however, this only applies if SUPPLIER is at fault. Insofar as the cause of the damage is in SUPPLIER's sphere of control and organization, SUPPLIER bears the onus of proof for this.

如果根据产品责任法百瑞德被第三方索赔，那么供应商应解除任何第三方对百瑞德提出的索赔，使百瑞德不受损失，如果损失是由供应商所提供产品的缺陷造成的。但是，如果责任取决于过失，那么这只适用于供应商有过失的情况。如果造成损伤的原因是供应商的管控和组织范围内，供应商有责任提供相关证明。

10.2 Under its obligation to indemnify, SUPPLIER must reimburse any expenses, that arise out of or in connection with any recourse taken by any third party, including for recall campaigns carried out by PARAT. PARAT shall inform the SUPPLIER of the content and scope of the recall measures to be carried out – as far as can be reasonably expected – and give it the opportunity to comment. Additional statutory claims remain unaffected.

供应商有义务偿付任何由第三方提起的追索，包括由百瑞德发起的产品召回活动，引起或与之有关的费用。在合理可预见的范围内，百瑞德应通知供应商其产品召回措施的内容和范围，并给予供应商发表意见的机会。其他法定索赔不受影响。

11. EXECUTION OF WORK 施工

Persons employed by SUPPLIER who carry out work on factory premises of PARAT or on the third party's premises designated by PARAT in fulfillment of the contract, must abide by the provisions of the respective plant rules of PARAT or the plant rules of the designated third party.

供应商承诺并保证其雇佣的人员，在百瑞德的生产经营场所或者在百瑞德指定的第三方的生产经营场所履行合同义务时，必须遵守百瑞德或者百瑞德指定第三方的生产经营场所的相关规定。

12. COMMISSION ORDER / SUBCONTRACTING 代理订单/分包

As far as SUPPLIER carries out any subcontract orders for PARAT, the SUPPLIER has to check in any case the material provided by PARAT for its unobjectionable quality before processing the material according to the provisions set out, unless otherwise stipulated in writing. In case of possible defects, a further processing may only be started upon explicit approval by PARAT. Silence does not expressly constitute an approval. In case of subcontract orders and commission processing, the entire Terms and Conditions of Purchase shall apply accordingly.

除非另行书面规定，当供应商把百瑞德的订单分包，在任何情况下供应商在处理百瑞德提供的材料前都必须对材料进行检查。如有可能的缺陷，只有在得到了百瑞德明确许可之后才能进行后续处理。沉默不当然构成同意。如有分包或者委托加工情况，采购一般条款及条件将分别适用。

13. RETENTION OF TITLE AND FREE ISSUE MATERIAL 所有权保留和免费材料

13.1 A so-called simple retention of title claimed by the SUPPLIER for its performance and services is acknowledged by PARAT. PARAT, however, shall have the right to resell the delivered goods in the ordinary course of its business without accepting a prolonged or extended retention of title or any other forms thereof. SUPPLIER is obliged to immediately disclose to PARAT any third party rights to the delivery item or parts thereof. This also applies to possible assignment of receivables.

供应商对履行和服务所要求的简单的所有权保留是得到百瑞德承认的。但是，如无其他书面约定延长或者扩大所有权的的情况下，百瑞德应当有权通过一般的业务流转卖交运过来的货物，供应商有义务立即告知百瑞德所交付合同中任何第三方的权利。这也适用于对所收货物有可能的分配。

13.2 PARAT remains the owner of the fabrics, parts, containers and special packaging provided by PARAT as well as of any and all tooling transferred for use, unless these items are owned by any third party (for instance by PARAT's customers) and therefore ownership remains with such third party. Above-mentioned items may only be used in accordance with their intended purpose. The processing of fabrics and the assembly of parts occur on behalf of PARAT. It is agreed that PARAT shall become a co-owner of the objects delivered using PARAT's fabrics and parts in proportion of the value of the materials to the value of the entire product, which are in this respect kept for PARAT by the SUPPLIER.

所有百瑞德提供的织物、配件、包装箱、其他特殊的包装材料以及供使用的模具均归百瑞德所有，除非它们是任何第三方（比如百瑞德的客户）的所有物。以上所述物品只能被用于与预期使用目的相符的用途。织物的处理和配件的组装是代表百瑞德发生的。所交物品如使用了百瑞德提供的织物和配件，那么百瑞德应成为所交物品的共同拥有者，拥有比例是百瑞德所提供物品价值占物品整体价值的比例，这部分的價值由供应商为百瑞德保留。

14. ASSIGNMENT, SET-OFF AND RIGHT OF RETENTION 分配、抵消及留保权

14.1 SUPPLIER shall not assign its contractual claims, neither in whole nor in part, to third parties without the prior written consent by PARAT or permit third parties to collect same. If SUPPLIER assigns its claims against PARAT without PARAT's consent, PARAT shall still be entitled to make payments to SUPPLIER.

如未事先取得百瑞德的书面同意或者第三方许可，供应商无权将根据合同的部分或者全部债权，转让给第三方。如果供应商在没有取得百瑞德同意的情况下将债权转让，那么百瑞德有权仍然向供应商付款。

14.2 SUPPLIER is entitled to a right of set-off or retention only in the presence of undisputed or legally upheld payment claims, and the right of retention only if it results from the same contractual relationship. Only in the event of any dispute with legal provisions, the supplier has to have a right of set-off or retention. Only if it results from the same contractual relationship. Only in the event of any dispute with legal provisions, the supplier has to have a right of set-off or retention.

只有在双方无争议具有法律规定的情况下，供应商才有债务抵消或者留保权。只有源于同一合同关系的情况下，供应商才有留保权。

15. SUPPLIER'S REDRESS

15.1 In addition to the warranty claims, PARAT is also entitled without restriction to its statutorily determined rights of recourse within a supplier chain. PARAT shall be entitled in particular to demand precisely such kind of supplementary performance (*Nacherfüllung*) (repair or substitute delivery) from the SUPPLIER, as PARAT owes its purchaser in the individual case. This does not limit PARAT's statutory right to choose.

除了担保请求权，百瑞德在一个供应链中还无限制的拥有法律规定的追索权。个别情况下，当百瑞德对其采购商有所欠款的时，百瑞德尤其有权利要求供应商追加执行（修理或者代替交货）。这对百瑞德的法定选择权不产生限制。

15.2 Before PARAT acknowledges or fulfills a claim for defects asserted by its purchasers (including reimbursement of expenses), PARAT shall notify the SUPPLIER and, giving a brief account of the fact, respect written comments. If a statement is not made within an appropriate period and if no amicable solution is precipitated, the claim for defects effectively allowed by PARAT is regarded as owing to the respective purchaser; in this case, the SUPPLIER is responsible for supplying customer evidence. In the event of a claim for defects, PARAT shall be entitled to demand precisely such kind of supplementary performance (*Nacherfüllung*) (repair or substitute delivery) from the SUPPLIER, as PARAT owes its purchaser in the individual case. This does not limit PARAT's statutory right to choose.

在百瑞德确认或执行其采购商索赔（包括费用报销）前，百瑞德应向供应商陈述事实，并要求供应商提供书面评价。如果供应商在一定时间内没有给出说明，没有提出友好的解决方案，那么百瑞德，在这种情况下，供应商负责提供反馈。

15.3 The claims of PARAT for supplier's redress also apply if the goods have been further processed by the purchaser or by PARAT before being sold to a customer, e.g. when mounting in another product. If the goods are further processed by the purchaser or by PARAT before being sold to a customer, e.g. when mounting in another product, the claims of PARAT for supplier's redress also apply if the goods have been further processed by the purchaser or by PARAT before being sold to a customer, e.g. when mounting in another product.

如果货物还须百瑞德的采购商进行再加工或者百瑞德在销售之前需要对货物再加工，比如，将其装配到其他产品中，百瑞德对供应商，的索赔也适用。

16. PROPERTY RIGHTS OF A THIRD PARTY / PRIOR AND NEW PROPERTY RIGHTS AND KNOW-HOW 第三方的产权/过去的以及新的产权以及专有技术

16.1 SUPPLIER undertakes to release PARAT from the claims of third parties deriving from any infringement of intellectual property rights in connection with the supplies and services and to reimburse PARAT any and all costs and expenses incurred, if SUPPLIER is responsible for the alleged infringement or if SUPPLIER failed to inform PARAT about existing rights of any third party which have been known to SUPPLIER or which it reasonably should have known.

供应商承诺，供应商应当对其侵犯第三方的知识产权负责，或者供应商没有告知百瑞德其中存在的供应商了解的或者应该了解的任何第三方的权利，因此而造成的任何第三方对百瑞德关于任何侵犯与所供货物和服务有关的知识产权的索赔，该索赔均由供应商承担，并承诺补偿百瑞德任何所有因此发生的费用。

16.2 This shall not apply insofar as SUPPLIER has produced the supplied product and/or rendered the services on the basis of drawings, models or similar other descriptions or statements provided by PARAT and does not know that thereby protection rights of a third party have been violated, or does not have to know in connection with the services and performances rendered.

如果供应商是在百瑞德提供的图纸、模型或者其他类似的描述或者陈述的基础上生产了产品或者提供了服务，并且供应商不知道或者不必知道其提供的产品或服务侵犯了第三方的保护权，那么这一条款 16.2 将不适用。

16.3 SUPPLIER shall notice PARAT of the use of its own and licensed third party published and unpublished patents and patent applications for the supplied product.

供应商应告知百瑞德其用于所供应货物的自有的或者第三方授权的公开或者未公开的专利。

16.4 SUPPLIER provides to PARAT the result of development which has been generated occasionally or during execution of the delivery relationship, including industrial property rights for exclusive property, provided that such development has been commissioned by PARAT; insofar as PARAT has not paid for the result of development, PARAT receives a temporarily and locally unlimited, objectively unconditional, non-exclusive, complimentary, irrevocable, transferable and sublicensable right of use. In addition, PARAT receives the transferable and sublicensable right for unlimited use, to make use of industrial property rights of any kind to reproduce and to alter.

假如百瑞德委托供应商进行某种研究，供应商将偶然获得的或者在供货期间获得的研究结果提供给百瑞德，包括独有财产的工业产权；在百瑞德没有为此研究结果付款之前，百瑞德可以在任意地点暂时地、客观无条件地、不排他地、带着赞赏的态度使用这一结果，其使用权不可撤销，但可转让，也可进行分级授权。此外，百瑞德接收此可转让以及可分级授权的权利进行无限制的使用，利用一切形式的工业产权进行再生产以及更改。

16.5 SUPPLIER shall grant PARAT a non-exclusive, complimentary, transferable, sublicensable and irrevocable right of use to know-how, results of development and/or SUPPLIER's industrial property rights, which existed even before teaming up with SUPPLIER, in order to make use of the result of development described in paragraph 16.4 or to use, completely or partially, deliveries and/or performances rendered by SUPPLIER for any types of utilization.

为了利用 16 条第 4 款所描述的研究结果或者完全或部分使用所交货物和/或供应商为其他任何用途所提供的服务，供应商应允许百瑞德不排他地，带着赞赏态度地可转让地，可进行分级授权使用专有技术、研究成果和/或供应商的工业产权，即使此工业产权在与供应商合作之前就存在。

16.6 The application and assertion of industrial property rights to nongratuitous developments generated in collaboration with PARAT and SUPPLIER, is solely with PARAT. Inventions made by SUPPLIER's employees during the period of the contractual relationship and with regard to order handling, shall be claimed by SUPPLIER accordingly. Concerning gratuitous developments, SUPPLIER shall be granted the right to apply for registration, however, SUPPLIER shall grant PARAT at least a right to use under such intellectual property rights according to aforementioned paragraph 16.4, sentence 1, second main clause. Any mandatory remuneration for its employee inventions shall be borne by each contractual partner. In addition, the legal stipulations shall apply.

在百瑞德与供应商合作期间所产生的运用和主张仅属于百瑞德。在合同期间供应商员工所做的与订单处理有关的发明或相应的由归属供应商。对于无偿的研究，供应商有权申请注册，但是，根据第 16 条第 4 款第 1 句第 2 主句，供应商应在此知识产权下给予百瑞德使用权。任何对此员工发明的强制补偿均应由每个合同方承担。另外，法律条款也应适用。

16.7 Even in case of an early termination of the contractual relationship, PARAT shall be entitled to these rights and shall also include partial results of development made up to the time of termination.百瑞德即使提前终止，百瑞德也应拥有这些权利，包括在合同终止之前所得出的部分研究结果。

17. HAZARDOUS GOODS / WARNINGS / NOTIFICATION OF MODIFIED SPECIFICATIONS 危险品/警告/规格修改通知

17.1 For any materials (substances, preparations) and items (such as goods, parts, technical equipment, non-cleaned empties), which due to their nature, their properties or their condition might present a hazard for human life and health, for the environment and objects and which are thus required by regulations to undergo special treatment with regard to packaging, transport, storage, handling and waste disposal, the SUPPLIER will enclose a completed safety data sheet and an applicable accident instruction sheet (transportation) with the offer submitted to PARAT. In the event of modifications of materials or the legal situation, SUPPLIER shall provide PARAT with updated data sheets and instructions. SUPPLIER undertakes to send to PARAT, once a year and spontaneously, a valid and long-term supplier's declaration, indicating part number and the relating code number (commodities chart for the foreign trade statistic).

任何材料(物质、制剂)或物品(比如货物、技术设备、未经清理的空容器),通过对它们的性质、性能或条件的判断,如果它们有可能对人身安全、健康、环境以及其他物品产生危害,那么根据规定它们必须在包装、运输、存储或者处理以及废弃时经过特殊处理。如有此类物品,供应商应在提交报价的同时向百瑞德提供一份完整的安全资料表以及一份适用的事故指导材料(运输)。若材料有变化或者法律条款有更改,供应商应更新相应的资料表和指南材料。供应商承诺,每年自发向百瑞德寄送一份有效地长期的供应商声明,说明零件号和相关代码(对外贸易统计商业图表)。

17.2 If SUPPLIER delivers a product within the meaning of the China Act on Equipment and Product Safety, SUPPLIER has to provide all information relevant for the assessment of dangers to security and health of the users of the product or of third parties; after taking account in particular of the criteria listed in § 4 para. 2 sentence 2.

如果供应商按照中国设备和产品安全法令交货,那么供应商必须提供所有与危险评价有关的信息,保证产品使用者或第三方的安全;尤其是在考虑了第4章第2段第2句所列的标准后。

18. QUALITY MANAGEMENT / SPARE PARTS AND DOCUMENTATION 质量管理/零配件及文件

18.1 SUPPLIER warrants that its deliveries and/or services comply with state-of-the-art technology, applicable safety regulations and technical data stipulated and any other specifications. In case of supplies and/or services for the automotive industry, all standards (e.g. VDA standards) as well as generally applicable provisions under public law (such as Directive on end-of-life vehicles, Directive on consumer goods, Regulation on the Prohibition of CFC's and Halogens, IMDS safety data, EU Guideline concerning heavy metal ban dated 2000-09-18 (2000/53/EG) and dated 2001-06-27 (2002/525/EG), etc.) are to be observed.

供应商保证,其提供的货物和/或服务都符合当前的科技水平、适用的安全规定、规定的技术数据以及任何其他的要求。如果其提供的产品和/或服务是用于汽车产业的,那么还必须符合所有相关的标准(比如德国汽车工业协会标准)以及在公法下一般适用的条款(如报废车辆管理指令、消费品指令、关于禁用氟利昂和卤素的指令、IMDS安全数据、欧盟在2000年9月18日以及2001年6月27日颁布实行的关于禁用重金属的条例2000/53/EG以及2002/525/EG)。

18.2 SUPPLIER must implement and verify a suitable (process-oriented) quality management system (at least ISO 9001, but preferably ISO/TS 16949; in addition, a certification according to ISO 14001 should be intended). The manner and nature of the collaboration in the area of quality, as for instance initial sampling and documentation, is specified in the QRZ01 (PARAT Quality Assurance Guideline for Suppliers) in a legally binding form.

供应商必须采取并验证一个合适的(以过程为导向的)质量管理体系(至少是ISO 9001,最好是ISO/TS 16949;另外,根据ISO 14001应该要进行环境管理体系认证)。双方在质量领域的合作方式和性质,比如初始样品以及文件,在QRZ01(百瑞德供应商质量管理指导方针)中由一个具有法律约束力的表格规定。

18.3 The drawings, CAD data, descriptions a.s.o. forming part of the purchase order are binding for the SUPPLIER. SUPPLIER must check them for any discrepancies and must inform PARAT immediately in writing if discovered or suspected errors. Otherwise SUPPLIER cannot plead these discrepancies/errors at a later time. All drawings, plans and calculations made by the SUPPLIER also remain its sole responsibility, even if these were approved by PARAT.

图纸、CAD数据、描述诸如此类的采购订单的组成部分对供应商有法律约束力。供应商应负责检查其是否有误,如发现错误或怀疑有误,供应商应立即书面通知百瑞德。否则供应商不能事后为这些错误寻求借口。供应商应是其所提供的所有图纸、计划和计算结果的唯一负责人,即使这些内容都得到了百瑞德的审核。

In case of the supply of tools, plant and equipment, SUPPLIER shall hand over to PARAT a documentation relating to their operation, repair and maintenance at the latest with the supply of those tools, plant and equipment. A 'CE' marking must be affixed by SUPPLIER.

如果提供的货物为模具、机器设备,供应商最晚应在交付这些货物时将与操作、维修和保养这些模具设备有关的文件提供给百瑞德。供应商还应在这上面贴上CE标志。

18.4 As regards vehicle components particularly marked in the technical documentation or on the basis of a separate agreement (e.g. with "A" or "D"), SUPPLIER shall in addition note in special records as to when, how and by whom the items delivered were tested with regard to the characteristics required to be recorded and which results were achieved by the quality tests so required. The testing documentation must be kept for fifteen years and presented to PARAT in case of need. We refer to the latest version of the VDA-writing "documentation and archiving - Guidelines for documenting and archiving quality requirements", whose observance shall herewith constitute integral part of the contract. To the extent legally possible, SUPPLIER shall impose similar obligations on its upstream suppliers.

至于车辆配件,尤其是其在技术文件中或者根据单独协议标记出来的车辆配件,供应商应另外在一个文件中标明运送货物的检测时间、检测方法、检测人员、要求的检测结果以及达到的检测结果。检测文件必须保存15年,并且在百瑞德需要的时候提供给百瑞德。我们参考的是德国汽车工业协会最新的书写版本“文件的编制和归档——文件编制和归档的质量要求指南”,对这一要求的遵守是合同的组成部分。在法律允许的范围内,供应商也应赋予其下游供应商相似的义务。

18.5 In the event any authorities responsible for vehicle safety, emissions standards and the like demand insight into PARAT's production process and test documents for checking compliance with certain requirements, SUPPLIER shall, upon request of PARAT, concede to such authorities the rights which they have with regard to PARAT and provide them with the support which may reasonably be expected.

如果任何负责车辆安全、排放标准等的机构想要了解百瑞德的生产过程以及检测文件,以检查百瑞德是否符合一定的标准时,供应商应根据百瑞德的要求,将其拥有的与百瑞德有关的权利让予于这些机构,并给它们提供合理的支持。

18.6 SUPPLIER shall be obliged to submit to PARAT the required declarations on the origin of the goods in due time. SUPPLIER shall be liable for all the losses sustained by PARAT due to the incorrect or late submission of supplier's declaration, unless there shall be no fault on the part of the SUPPLIER. If requested by PARAT, SUPPLIER must provide proof of its details pertaining to the origin of the goods by means of an information sheet certified by its customs office.

供应商有义务在规定的时间内向百瑞德提交相应的货物原产地声明。如果百瑞德因供应商提供的错误声明或者不及时提供声明而承受损失,那么供应商应对这些损失负责,除非供应商没有过失。如果百瑞德要求,供应商必须提供由供应商当地海关出具的货物原产地的详细证明材料。

18.7 SUPPLIER shall be obliged to provide any and all information required for the registration according to the Directive (EG) 1907/2006 on registration, evaluation, authorization and restriction of chemicals by the European Community ("REACH") and all registration confirmation, as far as available. The same applies to information and/or registration confirmations pursuant to the Council Directive 67/548/EWG on the approximation of the laws, regulations and administrative provisions of the Member States relating to the classification, packaging and labeling of dangerous substances ("Directive 67/548/EWG"). SUPPLIER confirms to meet its obligations under REACH and/or pursuant to the Directive 67/548/EWG. SUPPLIER will continue to insure that it will oblige its (sub-)suppliers to this accordingly and, in addition, to achieve and encourage adherence to these demands by their respective own (sub-)suppliers, such that all (sub-)suppliers within the supply chain, including manufacturer itself, shall be obliged towards SUPPLIER accordingly.

根据欧盟"REACH"关于注册、评估、授权及化学品限制的指令(EG) 1907/2006以及其他一切可适用的注册确认,供应商有义务提供任何所有注册所需的信息,同样也适用于根据各成员国关于危险物质分类、包装以及标注的类似的法律法规和行政条款而制定的理事会指令67/548/EWG所要求的信息和/或注册确认。供应商确认将会符合REACH提出的规范和/或按照指令67/548/EWG,供应商应确保赋予其(下游)供应商此类义务。另外,根据其相应的(下游)供应商的要求,鼓励其各自的(下游)供应商也获得此类义务,这样,所有在此供应链中的(下游)供应商,包括制造商本身,都相应地对供应商负有义务。

19. SPARE PARTS 备件

SUPPLIER is obliged to guarantee supply of the delivery item as spare part (or parts thereof) for PARAT even after end of series production for a period of 15 years and to repair and maintain the relevant tooling free of charge, as far as they exist. Part price for the spare part shall be the last valid series price for a period of three years after end of series production. Afterwards, the price will be recalculated on the basis of a cost analysis.

供应商在量产结束后15年内仍有义务为百瑞德提供备件(或者配件),以及免费修理或保养相关模具,只要它们还存在。配件价格应按按照量产结束后3年内最终有效的批发价格计算。另外,此价格应在成本分析表中被重新计算。

20. TRANSFER FOR USE OF PRODUCTION FACILITIES AND RESOURCES 为使用生产设备和资源进行的转移

Any equipment, models, samples, drawing or other documents as well as tooling made available to SUPPLIER or produced by SUPPLIER according to PARAT's specifications shall remain or become property of PARAT upon payment. SUPPLIER borrows such production facilities from PARAT. They may only be used in the course of the performance of the ordered delivery and respectively during execution of the ordered services. These production facilities and resources may neither be made accessible to any third party nor used for supplies to such third party without prior written approval by PARAT. They must be kept carefully by SUPPLIER free of charge and at SUPPLIER's own risk and shall be returned to PARAT upon request at any time without invoking any right of retention by SUPPLIER, unless SUPPLIER has a

contractually expressly granted right to possession. Reproduction of such production facilities and resources is only permitted within the framework of operational requirements (for the purposes of the delivery to PARAT) and the copyright stipulations.

供应商根据百瑞德的规格说明生产出来的或者可用到的任何设备、模型、样品、图纸、文件或者模具,都属于百瑞德的财产或者在百瑞德付款后即成为百瑞德的财产。供应商是向百瑞德借用的这些生产设备。这些设备只能用于生产所订购的货物和获得的服务。在没有获得百瑞德的书面同意之前,这些生产设备和资源将不可被任何第三方占有、使用、收益、处分或获得,也不可用于为任何第三方所进行的生产。供应商应仔细保管这些生产设备和资源,不收取任何费用且须自行承担风险。任何时候,只要百瑞德提出要求,供应商应将这些设备和资源归还给百瑞德,并且不可提出任何条件或要求任何权利,除非合同中明确规定了供应商的所有权。这些生产设备和资源只有在有工作需求(为百瑞德供货)以及符合版权规定的情况下才允许被复制。

21. CONFIDENTIALITY / ADVERTISING 机密/广告宣传

21.1 SUPPLIER undertakes to treat any and all business and technical information and operational processes that are demonstrably not general knowledge and that become known to SUPPLIER as a result of the business relationship, as trade and business secrets and in respect of these to maintain confidentiality towards third parties, both throughout the business relationship and after completion of the respective order.

供应商承诺,任何所有因为建立商业合作关系后得知的且明确不是常识的商业和技术信息、操作流程均视为贸易和商业秘密,供应商应保守这些秘密在商业关系存在期间以及相应订单完成之后不被任何第三方获得。

21.2 SUPPLIER undertakes to impose the respective obligations set out in this paragraph also on its vicarious agents and employees or other third parties engaged by SUPPLIER. SUPPLIER guarantees their observance.

供应商承诺,前款所述的商业秘密保护的义务同样的赋予予不同的代理商、员工或者与其他任何供应商涉及的第三方。供应商应担保以上人员履行这一义务。

21.3 The use of PARAT's inquiries, order, order confirmations as well as the related correspondence for advertising purposes is not allowed. SUPPLIER may only advertise its business relationship with PARAT with the prior written permission of the latter.

百瑞德的询价、订单、订单确认函以及相关的通信内容均不可用于广告目的。在获得百瑞德书面许可的情况下,供应商可将于百瑞德的合作关系用于广告宣传。

22. ENVIRONMENT 环境

22.1 SUPPLIER acknowledges that it's PARAT's objective to minimize the negative effects of its products on humans and the environment by taking technical economic aspects and ecological issues into consideration. Compliance with applicable laws is a minimum requirement.

供应商认识到,百瑞德有这样一目的,即通过综合考虑技术、经济和生态问题,将其产品对人和环境的负面影响降到最低。符合相关法律规定是最低要求。

22.2 In order to preserve resources, SUPPLIER will take care of an effective use of all materials processed and of energy and water, such as to minimize environmental impact, particularly with regard to waste, wastewater, air- and noise pollution.

为了保护资源,将对环境的影响降到最低,供应商应高效地利用一切所拥有的材料,以及水、电等资源,特别注意废料、废水、空气污染和噪音污染的控制。

22.3 In addition, SUPPLIER will, upon request, provide PARAT with data (including data concerning material usage) for an environmental performance evaluation with regard to the goods, resp., part of the goods according to VDA data collection format for eco-balances.

另外,一经要求,供应商应向百瑞德提供与货物有关的环境表现评估数据(包括与材料使用有关的数据),部分货物的数据须根据德国汽车工业协会生态平衡数据收集表格提供。

23. SOCIAL RESPONSIBILITY 社会责任

It is of paramount importance for PARAT that entrepreneurial activities take into account the social responsibility towards the company's own employees and society in general. The common target of PARAT and the SUPPLIER is to show respect towards the basic principles of social responsibility when conducting their business activities, as set out in the guidelines of the UN Initiative Global Compact.

百瑞德认为,企业活动务考虑到对企业员工以及社会大众的社会责任,这一点非常重要。百瑞德和供应商在进行商业活动时务遵守社会基本准则以及联合国全球契约的倡议。

24. PLACE OF PERFORMANCE, PLACE OF JURISDICTION, APPLICABLE LAW 履行地点、司法管辖地、适用法律

24.1 Place of performance is the place to which the goods are to be delivered in accordance with the order.

履行地点是指根据订单规定此单销售货物应运抵的地点。

24.2 Exclusive place of jurisdiction for all disputes arising out of, or in connection with, the business relationship is the local and competent court at PARAT's corporate location.

任何所有因本合同有关的争议只能向百瑞德公司所在的法院管辖。

24.3 Chinese law applies exclusively, excluding application of International Civil Law and the UN Convention on Contracts for the International Sale of Goods (CISG), unless otherwise expressly stipulated.

除非有明确规定,否则此合同仅适用于中国法律,不包括运用国际民法和联合国销售惯例。

25. MISCELLANEOUS PROVISIONS 其他条款

25.1 To the extent that the written form is mandated by these General Terms and Conditions of Purchase, the text form is sufficient, provided that the statement contains a signature in the form of an electronic-format copy or a facsimile. This does not apply to terminations of any contracts concluded under these General Terms and Conditions of Purchase subject to written form requirement according to § 126 of the German Civil Code 'BGB'.

如果声明包括电子签名或者复制的签名,那么只要书写形式得到此采购一般条款及条件授权,文本形式就足够了。这不适用于终止在此采购一般条款及条件下签订的对书形式有要求的合同。

25.2 If the SUPPLIER ceases payments or if an application for insolvency is filed on its assets or if any other judicial or extra-judicial composition proceedings are instituted, PARAT shall be entitled to withdraw from the unsatisfied portion of the contract. PARAT is entitled to demand the set-off of its claims, which PARAT has against one of SUPPLIER's affiliates, and respectively, which one of PARAT's affiliates within the meaning of § 15 of the German Stock Corporation Act 'AktG' may have against whomsoever has a SUPPLIER affiliate, against the claims of the SUPPLIER.

如果供应商停止付款,或者其资产进入申请破产程序,或者其他司法或法外的程序在进行中,百瑞德应有权从还未履行的合同中退出。百瑞德有权要求取消百瑞德或者百瑞德的附属机构对供应商的附属机构提出的索赔。

24.3 Should any of the aforementioned provisions in this contract or in any other agreement concluded within the context of the business relationship be or become invalid, this shall not affect the effectiveness of the remaining provisions. The contractual parties are obliged to replace the invalid provision by a provision as similar as possible in its economic effect.

如果本合同或者其他商业合作的背景下签订的任何协议中上述所提的条款失效或即将失效,其他条款的有效性将不受影响。合同双方有义务用一个尽可能与失效条款有相似经济效果的条款取代失效条款。