

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



即使合同提前终止，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成果。

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 with the quotation submitted to PARAT. In the event of modifications of material specifications or the legal situation, SUPPLIER shall provide PARAT immediately and unsolicited with updated data sheets and instructions.

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），通过对其实质、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数据表。若材料规格有变化或者法律条款有更改，供应商应立即主动提交至百瑞德相应更新的数据表和指示书。

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。

17.3 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).

供应商承诺，每年自发给百瑞德寄送一份有效地长期的供应商声明，说明零件号和相关的代码（对外贸易统计商业图表）。

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 all relevant standards (e.g. VDA standards) as well as generally applicable provisions under public law 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技术规格。如果其提供的产品和/或服务，须符合所有相关标准（比如：VDA标准）及遵守公共法律下通用条款。

18.2 SUPPLIER must implement and verify a suitable (process-oriented) quality management system (at least ISO 9001, but preferably IATF 16949; in addition, a certification according to ISO 14001 such as ISO 45001 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IATF 16949；另外，根据ISO 14001比如ISO 45001 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（百瑞德供应商质量保证指南）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 of 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、描述等等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. If it concerns the delivery of a machine, the technical documentation, the CE marking and the conformity assessment must be created or carried out by the SUPPLIER in accordance with the EC Machinery Directive (2006/42/EC).

如果提供的货物为模具、设施、设备，供应商最晚应在交付这些货物时将与操作手册、维修和保养这些模具、设施、设备有关的文件提供给百瑞德。如果涉及到设备的交付，依据 EC 机械指令（2002/42/EC），供应商必须提交或实施相应技术文件，CE 标志及合格证。

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交运货物的检测时间、检测方法、检测人员、要求的检测结果以及达到的检测结果。检测文件必须被保存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，并给他们提供合理的支持。

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，除非供应商没有失误。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。

19. SPARE PARTS 备用件

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用件（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. CONFLICT MINERALS / REACH / ROHS 冲突矿产/REACH/ROHS

SUPPLIER undertakes to comply with the latest version of the directives and regulations and informs PARAT immediately and unsolicited in writing if delivered products contain substances that are listed in the respective substance prohibition lists, exceed regulated limits or come from conflict regions. Before the delivery of such materials, a separate written approval by PARAT is required. SUPPLIER releases PARAT from any liability in connection with the violation of these guidelines / regulations, including claims by third parties and indemnifies PARAT for damages resulting from or in connection with the SUPPLIER's non-compliance with the guidelines / regulations.

供应商承诺遵守最新版本指令及法规，如交付的产品成分包含禁用物质，超过规定限制或来源于冲突地区，供应商必须立即主动以书面形式通知百瑞德，并要求在发货前分别得到百瑞德的书面批准。供应商自行承担任何与违反或供应商不符合这些指导方针/法规有关的责任，包括第三方索赔及由此造成百瑞德的损失。

21. 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相应的服务。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。

22. CONFIDENTIALITY / ADVERTISING 机密/广告宣传

22.1 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。

22.2 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其不同的代理商、员工或者与其他任何供应商涉及的第三方。供应商应承担以上人员履行这一义务。

22.3 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。

23. ENVIRONMENT 环境

23.1 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，百瑞德有这样一个目的，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。符合相关法律法规是最低要求。

23.2 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。

23.3 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，一些要求，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。

24. 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，企业活动要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要遵守社会基本准则以及联合国全球契约的倡议。

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

25.1 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。

25.2 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。

25.3 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。

26. MISCELLANEOUS PROVISIONS 其他条款

26.1 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.

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有要求的合同。

26.2 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 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，或者其他司法或司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。

26.3 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述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。