



# General Terms and Conditions of Purchasing

Applicable to all supply contracts between suppliers ("Supplier") and Knorr-Bremse ("Purchaser").

## 1. Applicable Terms

- 1.1 The legal relationship between the Supplier and the Purchaser shall be governed by the following Terms and Conditions of Purchasing (hereinafter „Terms“).
- 1.2 Any conflicting Terms and Conditions of the Supplier are hereby expressly excluded.
- 1.3 The unconditional acceptance of the goods or services (hereinafter consistently referred to as "goods/services") or payment by the Purchaser shall in no case constitute acceptance of the Terms and Conditions of the Supplier.
- 1.4 The Terms shall also apply for all future transactions with the Supplier.

## 2. Ordering

- 2.1 All contracts for delivery (purchase orders and confirmations) and release orders shall require the written form. Purchase and release orders may also be sent in text form (fax, e-mail, EDI, Web EDI).
- 2.2 Any verbal agreements after conclusion of the contract or any collateral agreements require the written confirmation of the Purchaser.
- 2.3 The Supplier's quotations/cost estimates shall be binding and free of charge.
- 2.4 THE PURCHASER MAY DEMAND REASONABLE CHANGES OF THE GOODS/SERVICES IN TERMS OF CONSTRUCTION AND DESIGN. The consequences of such changes, in particular with regard to additional or lower costs and delivery dates, shall be mutually and reasonably regulated between the parties.
- 2.5 Should the Supplier fail to accept an individual order within two weeks of the order date, the Purchaser shall be entitled to cancel the order.
- 2.6 Should these Terms be integrated into a framework agreement, an individual contract that is based on this framework agreement also comes into existence if the Supplier does not object immediately and justifiably; the date stated in the release order shall be met.
- 2.7 THE PURCHASER'S "QUALITY MANAGEMENT DIRECTIVE FOR PROCUREMENT" SHALL BE AN INTEGRAL PART OF THE DELIVERY CONTRACT.

## 3. Prices, Payment

- 3.1 Without special agreement, all prices are "delivered duty paid" (DDP according to Incoterms 2000) including packaging. Should the Supplier undertake installation or assembly, he shall, failing a written agreement to the contrary, bear all necessary additional costs.
- 3.2 Unless otherwise agreed, the Purchaser shall pay within 90 days of the claim for payment and after receipt of a due invoice as well as receipt of the goods/services. ANY PAYMENT IS SUBJECT TO INVOICE VERIFICATION.
- 3.3 Should early delivery of the goods and services (hereinafter referred to as "consignment") be accepted, any claim for payment shall become due not earlier than on the agreed date of payment, in case of doubt not earlier than the agreed delivery date. The right to assert compensation claims for additional costs, in particular with regard to storage costs is reserved.

## 4. Delivery and Delivery Dates, Late Delivery, Penalty

- 4.1 Any agreed delivery dates and terms shall be binding. Decisive for on-time delivery shall be the date the goods are received at the delivery address (place of performance) agreed with or designated by the Purchaser. Failing an agreement to the contrary, delivery shall be made "delivered duty paid" (DDP according to Incoterms 2000). In all other respects the Supplier shall coordinate delivery with the carrier of the Purchaser.
- 4.2 Partial deliveries and early deliveries are not permitted unless expressly agreed to in writing by the Purchaser.
- 4.3 Acceptance of late deliveries without reservation shall not be deemed to be a waiver of any claims to which the Purchaser is entitled due to late delivery.
- 4.4 Should the agreed delivery dates not be met, the statutory provisions shall apply. Should the Supplier anticipate difficulties that may prevent him from delivering on time or in the agreed quality, he shall notify the Purchaser thereof immediately, stating the reasons. IN ADDITION, THE PURCHASER SHALL BE ENTITLED TO DEMAND PAYMENT OF LIQUIDATED DAMAGES AMOUNTING TO 0.5% OF THE VALUE OF THE LATE GOODS/SERVICES PER STARTED WEEK OF DELAY UP TO A MAXIMUM OF 5% OF THE ENTIRE VALUE OF THE ORDER. THE LIQUIDATED DAMAGES SHALL BE SET OFF AGAINST ANY CLAIMS FOR DAMAGES DUE TO LATE DELIVERY.
- 4.5 The Supplier shall bear the performance risk until acceptance of the Purchaser or his agent at the location, to which the goods shall be delivered in accordance with the contract.
- 4.6 THE SUPPLIER SHALL WARRANT A THOROUGH INSPECTION OF OUTGOING GOODS TO ENSURE DEFECT-FREE DELIVERY. An inspection of incoming goods only takes place with respect to outwardly visible defects and/or deviations in kind or quantity of the goods.. Notice of defects will be given as soon as those are determined in the ordinary course of business. INsofar THE SUPPLIER WAIVES OBJECTION OF LATE NOTIFICATION.
- 4.7 The Purchaser shall have the unrestricted, irrevocable and within the Knorr-Bremse Group freely transferable right to use any software included in the scope of delivery, including any attendant documentation, in accordance with the intended use of the goods/services under the contract. He may also make a safety copy thereof without any express agreement.
- 4.8 If required and on demand of the Purchaser, the parties will agree to the establishment of a consignment warehouse.

## 5. Secrecy

- 5.1 Any information made accessible by the Purchaser shall not be disclosed to third parties insofar as it is not demonstrably known to the public. The information remains the exclusive property of the Purchaser and shall only be made available to those employees within the Supplier's company that are necessary in the performance of the contract and who have been put under an obligation to secrecy themselves. With the exception of deliveries to the Purchaser, such information may not be duplicated or used for commercial purposes without the prior written approval of the Purchaser. On request of the Purchaser, all information originating with the Purchaser, no matter what kind or in what form, shall be immediately and completely returned to him or destroyed in connection with a written declaration to that effect.
- 5.2 The Purchaser reserves all rights in such information (including copyright and the right to intellectual property applications). Insofar as the Purchaser has acquired such information from third parties, this reservation also applies for the benefit of such third parties.
- 5.3 The Supplier may neither use himself nor offer or deliver any products to third parties that have been manufactured on the basis of the Purchaser's documents, drawings, models and the like or on the basis of confidential specifications of the Purchaser or by means of his tools or copies thereof. This shall correspondingly also apply for printing orders.
- 5.4 The contracting parties may only use their business connection for advertising purposes with the prior written consent of the other party.

## 6. Inventions, Industrial Property Rights

- 6.1 The Supplier hereby grants the Purchaser a free, transferable right of use without restriction as to territory or time in any know-how and inventions of the Supplier that are capable of being protected and on which the goods/services are based or in which these are embodied or which have come into being through development processes during the contractual relationship. The Supplier shall organisationally ensure that he can meet his obligation to grant the right of use.
- 6.2 THE SUPPLIER IS AWARE THAT THE PRODUCTS OF THE PURCHASER ARE BEING USED WORLD-WIDE. HE UNDERTAKES TO IMMEDIATELY NOTIFY THE PURCHASER OF ANY USE OF PUBLISHED AND UNPUBLISHED, OWN AND LICENSED INDUSTRIAL PROPERTY RIGHTS AND PATENT APPLICATIONS REGARDING THE GOODS/SERVICES.

## 7. Packaging, Delivery Note, Invoice, Country of Origin of Goods

- 7.1 The goods shall be packaged according to the provisions of the packaging handbook of the Purchaser.
- 7.2 The Purchaser shall be provided with a delivery note and a separate invoice regarding each consignment. These must contain the Supplier number, date and number of the order and/or release order and purchase agreement, quantity and material number, number and date of the delivery note, gross and net weights listed separately, additional data of the Purchaser (e.g. point of discharge) as well as the agreed price per unit. A packing slip with a list of contents and order number must be enclosed with each consignment.
- 7.3 Should the invoice refer to several different orders, the information under 7.2 shall be listed separately for each order. The invoice may only refer to the delivery note.
- 7.4 The Supplier shall provide the Purchaser with evidence of the country of origin of the goods by means of proof of preference or certificate of origin. The Purchaser shall be notified immediately of any change in the country of origin without prior request. The Supplier shall indemnify the Purchaser from all costs arising as a result of false, incomplete or incorrect statements or documents regarding the country of origin of the goods.

# 采购一般性条款与条件

适用于所有供货方（“供货方”）与克诺尔（“采购方”）订立的供应合同。

## 1. 适用条款

- 1.1 供货方与采购方之间的法律关系应受以下采购条款与条件（以下简称“本条款”）之调整。
- 1.2 供货方的任何相抵触的条款与条件在此明确地予以排除。
- 1.3 无条件接受货物或服务（以下统称为“货物/服务”）或采购方付款在任何情况下不应认为是为对供货方条款与条件的接受。
- 1.4 本条款应一并适用所有将来与供货方发生的交易。

## 2. 订货

- 2.1 所有交付合同（订货单和确认）以及发货单应以书面形式订立。订货单以及发货单亦可以文本形式发送（传真、电子邮件、电子数据交换、网络电子数据交换）。
- 2.2 合同订立后的任何口头协议或任何附属协议应取得采购方书面确认。
- 2.3 供货方的报价单/费用预估应具有约束力并且免费提供。
- 2.4 针对建造和设计，采购方可以要求对货物/服务作合理变更。该等变更，特别是涉及增加或减少费用以及交付日期的，应当由双方共同予以合理规定。
- 2.5 若供货方在定单日后二周内仍未能接收该个别定单，采购方有权取消该定单。
- 2.6 若本条款被纳入一份框架协议中，只要供货方并未立即且以合理理由提出反对，则基于该项框架协议所订之单项合同亦应成立；应按照相关发货单内所述日期发货。
- 2.7 采购方之《采购质量管理指导》应作为交付合同的整体组成部分。

## 3. 价格、支付

- 3.1 除特别约定外，所有价格应为“完税后交货”（根据《2000年国际贸易术语解释通则》术语DDP）包括包装费用。若供货方承诺安装或装配，除非另有相反的书面协议，其应承担所有必须的额外费用。
- 3.2 除非另有约定，采购方应当在供货方要求其付款日后九十天内、并在收到正式发票及收取货物/服务之后，支付款项。支付任何款项前须经发票确认。
- 3.3 若货物和服务的提前交付（以下简称“寄存”）被接受，任何付款请求不应早于约定的付款日时（若有疑问，不应早于约定的交付日期）。就额外费用提出赔偿请求的权利，尤其是涉及仓储费用的，应当予以保留。

## 4. 交付及交付日期、延迟交付、罚金

- 4.1 任何约定的交付日期以及条款应具有约束力。准时交付应以货物于约定的或采购方指定的交付地点（履行地）由采购方接收为准。若无相反约定，交付应以“完税后交货”（根据《2000年国际贸易术语解释通则》术语DDP）进行。在其他所有情况下，供货方应当与采购方的承运人配合交货。
- 4.2 除非采购方以书面形式明确同意，不允许部分交付和提前交付。
- 4.3 无保留地接受延迟交付不应被视为采购方放弃任何其因延迟交付而提出索赔的权利。
- 4.4 若未能按约定日期交付，应适用法定条款。若供货方遇见其将遭受不能按时交付或不能以约定质量交付的情况，其应立即通知采购方，并告知理由。此外，采购方有权要求供货方支付违约赔偿金，该违约赔偿金的金额为自延迟交付开始每周支付延迟交付货物/服务价款0.5%，但最高不超过订单总价的5%。违约赔偿金应可抵销任何由延迟交付引起的损害赔偿请求。
- 4.5 直至采购方或其代理商在合同约定的交付地点接收货物/服务，供货方应承担履行风险。
- 4.6 供货方应保证对待发货物进行彻底检验以确保其无瑕疵交付。对待收货物的检验仅就外部可见瑕疵和/或种类或数量偏差方面进行。若通常业务运作中一旦判定存有瑕疵采购方将就此立即做出通知。在此情况下，供货方放弃对延迟通知的异议权。
- 4.7 根据合同项下货物/服务的原定用途，采购方有权不受限制地、不可撤销地并在Knorr-Bremse集团内可自由转让地使用任何在交付范围内的软件，包括任何所涉文件，并且无须任何明确同意，其有权安全复制该等文件。
- 4.8 如必须并经采购方要求，双方将同意建立一处寄存仓库。

## 5. 保密

- 5.1 供货方所提供的任何资料，但凡不能为公众确然获知的，不得向第三方披露。该资料仍是采购方专有财产，仅提供给履行劳动合同必要的供货方公司员工，并且该员工有保密义务。除交付给采购方外，未取得采购方书面同意的情况下，该等资料不得被复制或作商业用途使用。经采购方索要，所有采购方原创的资料，不论种类与形式，应予以立即且完整地返还采购方，或根据书面声明而被销毁。
- 5.2 采购方保留对该等资料的全部权利（包括版权和知识产权申请权）。只要采购方已经从第三方处获取该等资料，则本保留权利同样适用于第三方以保护其利益。
- 5.3 供货方不得自行使用亦不得向第三方提供或交付任何基于采购方的文件、图纸、模型以及类似资料及其复本，或基于采购方保密规则，或依靠采购方设备或复本而生产的产品。本条款亦相应适用于印制定单。
- 5.4 合同各方将仅在提前取得对方书面同意的情况下，为宣传目的使用其业务关系。

## 6. 发明、工业产权

- 6.1 供货方在此授予采购方对于供货方任何可以被保护的、或货物/服务是基于其的、或包含在此内的、或在合同关系中开发过程期间而产生的专有技术及发明之免费的、可转让的使用权，并不受地域或时间的限制。供货方应在组织上保证履行其授予使用权的义务。
- 6.2 供货方了解采购方的产品在全球范围内被使用。供货方保证其将立即通知采购方任何涉及货物/服务的、公开及未公开的、拥有的及被授权的工业产权以及专利申请的使用。

## 7. 包装、交货通知单、发票、货物原产地

- 7.1 货物应按照采购方包装手册的规定进行包装。
- 7.2 采购方应就每次托运被提供一份交货通知单以及单独的发票。其中必须包括供货方编号、订单和/或发货单和购买协议的日期及编号、数量及物料编码、交货通知单的日期及编码、分别列明毛重及净重、采购方的附加资料（例如：卸货地点）及约定单位价格。每次托运须附随包含货物目录清单及订单号的装箱单。
- 7.3 如果单张发票对应几份不同的订单，则7.2项下所述资料应按每个订单分列。发票可仅对应交货通知单。
- 7.4 供货方向采购方提供货物原产地证明（货物的优先证明或货物的原产地证明书）。无需事先要求，采购方应被立即告知任何原产地变动。供货方向采购方赔偿所有由于货物原产地的失实、不完整或不正确陈述或文件所造成的损失。

#### 8. Force Majeure

Any force majeure, strikes or lockouts, disruption of operations through no fault of his own, riot, official governmental actions and other unavoidable events entitle the Purchaser – irrespective of his other rights – to withdraw from the contract in full or part, provided these events result in a significant reduction of his needs and last for a significant period of time.

#### 9. Liability for Defects

9.1 The Supplier shall supply Purchaser with goods/services that are free from defects as well as deficiencies in title. The goods/services shall further possess the properties agreed on and shall be fit for the intended purpose. Unless agreed otherwise below, the statutory provisions regarding defects of quality and title shall apply.

9.2 The Purchaser may choose the manner of subsequent specific performance.

9.3 Should the Supplier fail to start immediately with the repair of the defect within a period to be determined by the Purchaser, the Purchaser shall be entitled at the Supplier's expense to carry out the repair himself or have it carried out by a third party. Should the Purchaser, due to special urgency and in particular in defense against impending risks and/or substantial damage, be unable to notify the Supplier of the defect and the impending damage and to set a time limit, he shall be entitled to remedy measures without setting a time limit.

9.4 The warranty shall expire 24 months after the goods have ultimately been put into service by the end customer, at the latest, however, 36 months after delivery to the Purchaser.

9.5 FOR PARTS REPAIRED OR REPLACED WITHIN THE WARRANTY PERIOD, THE WARRANTY PERIOD SHALL START ANEW UPON COMPLETED SUBSEQUENT PERFORMANCE.

9.6 The Supplier shall bear any and all costs incurred by the Purchaser due to defective delivery of the goods/services, in particular costs for handling, transport traveling, labour, material, installation and modification, costs for an incoming goods inspection that exceeds the ordinary scope as well as costs the Purchaser has to bear for his customers due to statutory and/or contractual obligations.

9.7 In case of defect of title, in particular in case of infringement of third party industrial property rights, the Supplier shall indemnify the Purchaser and his customers from all claims by third parties and shall compensate all costs the Purchaser incurs due to a necessary and appropriate legal defense in connection with the infringement of third party rights.

9.8 Should the Purchaser take back any products manufactured and/or sold by him due to defects of the goods/services delivered by the Supplier, or should the remuneration of the Purchaser have been lowered or shall claims be made on him in other ways, the Purchaser reserves the right to recourse against the Supplier.

#### 10. Other Liabilities

10.1 Should the Purchaser be subjected to product liability claims, the Supplier shall indemnify him insofar and to the extent that the damage was caused by a defect of his goods/services. However, in case of tortious liability this shall only apply if the Supplier is at fault.

10.2 THE SUPPLIER UNDERTAKES TO TAKE OUT AND PROVE THAT HE IS COVERED BY PUBLIC LIABILITY INSURANCE for damages under extended product liability as well as for the costs of any recall action, such insurance to be taken out with an insurer acceptable for Purchaser. The sum insured shall be no less than EUR 5 million or equivalent in RMB each for personal injury, property damage and extended product liability and recall costs.

10.3 The Supplier shall be liable for measures taken by the Purchaser in defense against damages (e.g. recall action) insofar as he is obligated to do so under the law and/or contract.

#### 11. Third Party Industrial Property Rights

11.1 The Supplier warrants that no third-party industrial property rights are in conflict to the contractual use of the goods/services.

11.2 Insofar as the Supplier is at fault for the infringement of industrial property rights, he shall indemnify the Purchaser from all third-party claims made against him in and out of court, including any costs incurred by the Purchaser for a necessary and appropriate legal defense resulting from an infringement of industrial property rights.

11.3 Furthermore, the contracting parties shall notify each other immediately of any infringement risks and alleged cases of infringement and shall afford each other the opportunity to jointly counteract any corresponding claims.

#### 12. Assignment and Set-Off

12.1 The Supplier may not assign his claims against the Purchaser nor have these collected by third parties without prior written approval, which may not be refused unreasonably.

12.2 The Purchaser may withhold or set off payments based on his counterclaims.

#### 13. Retention of Title

13.1 Any extended or wider retention of title on the part of the Supplier shall require an express separate agreement to be effective.

13.2 Any materials provided by the Purchaser shall remain his property and may only be used for the intended purpose. Any processing of materials and assembly of parts is carried out on behalf of the Purchaser. The Purchaser shall have co-title in the products manufactured using his materials and parts in proportion of the value of the materials provided by him to the value of the overall products, which the Supplier shall keep for him.

#### 14. Quality and Documentation

14.1 The Supplier shall meet state-of-the-art of science and technology standards, safety provisions and agreed technical specifications for his consignments. For this purpose he shall establish an appropriate quality management and provide evidence thereof.

14.2 The Supplier shall record in his quality documentation for all products, when, how and by whom a quality inspection ensuring defect-free production was carried out. These records shall be kept for 15 years as of the last time the Purchaser placed the final product on the market and shall be provided to the Purchaser if required. The Supplier shall be entitled to shorten the retention period if he can exclude any risk to life and health in the use of the products. Sub-supplier shall be obliged by the Supplier to the same extent within the limits of law.

14.3 Furthermore reference is made to clause 2.7 with regard to quality and documentation.

#### 15. Safety and Environmental Protection

15.1 All packages shall be easily separable and recyclable, avoid compound unit packs and be made of naturally renewable materials. The corresponding information regarding product and material shall be made available.

15.2 Any persons carrying out work in performance of the contract on the premises of the Purchaser shall observe the applicable safety and environmental protection regulations. Any liability for accidents that happen to these persons on the Purchaser's premises shall be excluded unless these have been caused by intentional wrongdoing or gross negligence on the part of the legal representatives or vicarious agents of the Purchaser.

15.3 In all other respects reference is made to clause 2.7 with regard to safety and environmental protection.

#### 16. Replacement Parts and Availability

Failing an agreement to the contrary, the Supplier shall be obligated to deliver replacement parts at appropriate conditions for the period of ordinary technical use, no less, however, than for 15 years after delivery of the last goods/services.

#### 17. Final Provisions

17.1 These Terms are written both in English and Chinese language. In case of discrepancies between the two language versions the English version shall prevail.

17.2 Any dispute arising directly or indirectly from contractual relationships that are based on these Terms, including their existence, validity or termination, shall be finally submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") Beijing for resolution in accordance with the CIETAC's arbitration rules then in effect. Place of arbitration shall be Beijing. The language of arbitration shall be English.

17.3 The contractual relationship between Supplier and Purchaser shall be governed exclusively by and construed in accordance with the laws of the People's Republic of China to the exclusion of the principles of conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).

17.4 Should one of the contractual partners discontinue payment or should his assets be subjected to insolvency proceedings or composition proceedings be instituted in or out of court, the other party shall be entitled to withdraw from that part of the contract that has not been fulfilled.

17.5 Should any provision of these Terms and of the other concluded agreements be or become invalid, this shall not affect the validity of all other provisions of these Terms. The contracting parties undertake to replace such invalid provision with a valid provision that as closely as possible reflects the economic purpose of the invalid provision.

#### 8. 不可抗力

在出现任何不可抗力、罢工或停工、非因其自身过失造成的运营中断、暴动、政府官方行为及其他不可避免的事件时，且若该等事件导致其需求的实质减少并持续相当长的时间，除采购方享有的其他权利外，采购方有权全部或部分地撤销合同。

#### 9. 瑕疵责任

9.1 供货方提供给采购方的货物/服务不应存在所有权上的瑕疵及缺陷。进而，货物/服务应具有约定的属性且应符合原定用途。除非以下另有约定，关于质量及所有权瑕疵的法定条款应予适用。

9.2 采购方可选择随后强制履行的方式。

9.3 若供货方在采购方限定的期限内未能及时就该瑕疵采取补救措施，采购方有权亲自或委托第三方实施补救措施，费用由供货方承担。若采购方由于特殊紧急事件，尤其是在为抵御迫切的危险和/或实质损害的情况下，未能通知供货方该瑕疵和该迫切的损害并设定时间限制，其有权不设时间限制地采取补救措施。

9.4 保证期届满日应为最终客户将该等货物最终投入使用之日24个月，但最迟不得超过该等货物交付采购方后36个月。

9.5 在保证期限内修理或调换的零部件，其保证期限应自后续履行完成后重新计算。

9.6 供货方应承担采购方遭受的由于货物/服务的瑕疵交付而引起的任何及所有费用，特别是超过常规范围的手续费、交通费、劳务费、物料费、安装及修改费用、待收货物检查费用以及根据法定和/或约定的义务采购方须为其消费者承担的费用。

9.7 若所有权存在瑕疵，尤其是在侵犯第三方工业产权的情况下，供货方应保证采购方及其客户免于遭受第三方的所有索赔，并应赔偿采购方遭受的因涉及侵犯第三方权利的必要及合理的法律抗辩而引起的所有损失。

9.8 若采购方由于供货方交付的货物/服务存在的瑕疵而召回由其制造和/或销售的任何产品，或如若采购方的报酬被降低或遭受其它索赔，采购方保留向供货方追索的权利。

#### 10. 其他义务

10.1 若采购方遭受产品责任的索赔，供货方应在其货物/服务的瑕疵所引起的损害范围内赔偿采购方。然而，涉及侵权责任时，该条款仅适用于供货方存在过错的情况。

10.2 供货方承诺：投保并证明扩展产品责任下的损害以及任何召回行动的费用已在公众责任保险的范围之内；该保险应由一个采购方接受的承保方承保。每起人身伤害、财产损失及扩展产品责任及召回费用的保额应不应少于五百万欧元或等值人民币。

10.3 供货方应在其根据法律和/或合同应当承担的义务范围内，对采购方就损害采取的补救措施（例如：召回行动）承担赔偿责任。

#### 11. 第三方工业产权

11.1 供货方保证合同项下对货物/服务的使用不存在与任何第三方工业产权的冲突。

11.2 但凡供货方侵犯工业产权并其存有过失的情况，其应保证采购方免受第三方在法庭内外针对其所提出的所有主张，包括补偿采购方发生的、由于侵犯工业产权而进行的必要及合理的法律抗辩而导致的所有损失。

11.3 此外，合同各方应立即通知对方关于任何侵权风险及被提起的侵权诉讼，且应提供给对方共同对抗相应的索赔的机会。

#### 12. 转让和抵消

12.1 供货方不得在未经事先书面批准的情况下转让其对采购方的索赔，亦不得允许第三方取得上述索赔（对事先书面批准的请求将不会受到不合理的拒绝）。

12.2 采购方可根据其反诉保留或抵销其应付款。

#### 13. 所有权保留

13.1 供货方一方对所有权保留的任何延伸或宽展应由独立的明确协议约定方为有效。

13.2 采购方提供的任何物料仍应为其所有，并仅为原定用途使用。对物料的任何加工及零部件的装配须以采购方的名义进行。采购方对使用其物料及零部件制造的产品应按照其提供的物料的价值占整个产品价值的比例共同享有所有权，供货方应为其保留该等份额。

#### 14. 质量及文档

14.1 供货方交付的货物应符合高端科技标准、安全规定以及约定的技术规范。为此供货方应建立一套适当的质量管理机制并提供相应的证据。

14.2 供货方应在其质量文档中记录所有产品、何时、以何种方式及由谁进行的以确保产品无缺陷的质量检验。该记录应从采购方最后一次向市场投放最终产品起被保留15年，并在需要时提供给采购方。如果供货方能排除产品使用中生命和健康的任何危险，则其有权缩短该保留期限。供货方应要求分供货方在法律限制范围内履行同等范围的义务。

14.3 涉及质量及文档的进一步问题请参照条款2.7执行。

#### 15. 安全及环境保护

15.1 所有包装应可轻易拆分并回收，避免复式包装并应使用可自然再生材料。供货方需提供与产品及材料有关的信息。

15.2 任何在采购方处履行本合同的人员应遵守适用的安全及环境保护规定。采购方对任何上述人员发生的事故责任负责，除非该些事故责任是由于采购方法定代表人或代理人故意的不当行为或严重疏忽造成的。

15.3 在其他任何情况下，安全与环境保护问题参照条款2.7执行。

#### 16. 零部件更换及有效性

如未有相反约定，供货方应有义务在合理情况下，在正常的技术使用期限内，提供零部件更换，但此期间应不短于最后一批货物/服务交付后15年。

#### 17. 总结性条款

17.1 本条款以英文及中文书就。如两种语言文本存有歧义，则以英文文本为准。

17.2 任何直接或间接以本条款为基础的合同关系引起的的争议，包括其成立、生效或终止，应提交中国国际经济贸易仲裁委员会（“CIETAC”）北京依据“CIETAC”的仲裁规则做出裁定并生效。仲裁地点为北京，仲裁用语为英文。

17.3 供货方与采购方的合同关系应受中华人民共和国法律排他性地管辖及解释，并排除冲突法原则及《联合国国际货物销售合同公约》（“CISG”）的适用。

17.4 若合同一方中止付款或其资产在庭上或庭下进入破产程序或重组程序，另一方有权撤销合同尚未履行完毕的部分。

17.5 若本条款或其他已达成的协议的任何约定已经或变为无效，该无效将不会影响本条款其他约定的有效性。合同各方承诺将以最接近并能反应失效率条款的经济目的的有效条款替代该失效率条款。