



# SurTec General Conditions of Purchase

## 赛德克金属表面处理技术（杭州）有限公司一般采购条件

### 1. Scope 范围

- 1.1 These General Conditions of Purchase exclusively apply to all orders placed and contracts concluded by SurTec Metal Surface Treatment Technology(Hangzhou) Co., Ltd. (the **Company** or **we**) governing the purchase of goods, services and work performance. Any conditions set by our suppliers that are deviating from, or conflicting with or are contrary or supplementary to these Conditions of Purchase will not be accepted by and shall not be binding upon us. These Conditions of Purchase shall also be exclusively valid if we do not object to the incorporation of our supplier's conditions in a particular case or if, in recognition of contrary or supplementary terms and conditions by the supplier, we accept its delivery without reservation.  
本一般采购条件应被排他性适用于所有由赛德克金属表面处理技术（杭州）有限公司（“本公司”或“我方”）订立的有关货物采购、服务和工作成果的订单和合同。由供货商提出的任何与本采购条件背离、冲突、矛盾或补充的条件皆不被我方接受也不对我方产生约束力。仅当我方在某一特殊情况下不反对纳入供货商提出的条件或我方承认供货商提出的相反或补充条款、条件且毫无保留地接受时，本采购条件也完全有效。
- 1.2 These Conditions of Purchase also apply to all future business relations with the supplier, even if not explicitly and separately stipulated.  
本采购条件也适用于与供货商有关的所有将来业务，即使该业务未明确或未另行约定。
- 1.3 These Conditions of Purchase shall be incorporated into each Contract and shall govern each Contract to the exclusion of any other terms and conditions subject to which any written quotation of the supplier is accepted or purported to be accepted, or any written order is made or purported to be made, by the Company. For the purposes of these Conditions of Purchase, **Contract** means any contract for the sale and purchase of the goods (including any instalment thereof or any parts for such goods) made between the supplier and the Company.  
每个合同均应纳入并适用本采购条件，但不适用于本公司已接受或意图接受的供货商书面报价或已发出或意图发出的订单中的其他条款和条件。为本采购条件之目的，本采购条件中出现的合同指供货商与本公司间签订的任何货物买卖（包括分批分期）合同。
- 1.4 In instances where the supplier has provided goods/services in response to an order placed by us, then the supplier is deemed to have accepted these Conditions of Purchase.  
供货商提供我方订单中罗列的货物/服务的，则视为供货商已接受本一般采购条件。
- 1.5 If any one clause of these Conditions of Purchase is or becomes invalid or unenforceable, the validity of the remaining stipulations shall not be affected. In such case, the invalid or unenforceable provisions shall be replaced by lawful provisions coming as close as possible to the purpose pursued by the invalid or unenforceable provisions.  
如本采购条件中任一条款已经或即将无效或无强制力，则其他条款依然有效。在此情况下，与无效或无强制力条款目的最相近的合法条款应代替该无效或无强制力条款。
- 1.6 Any reference in these Conditions of Purchase to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.  
本采购条件中涉及的任何法规条款均应随着该条款被修改、重新制定或补充而相应变化。
- 1.7 These Conditions of Purchase are prepared in English and Chinese. In case of any inconsistency between the two versions, the Chinese version shall prevail.  
本一般采购条件以中、英文写就。如两个版本存在不一致，以中文版为准。

### 2. Completion of contract 合同的完成

- 2.1 Any agreement with the supplier and all orders, which have been accepted by us, shall be considered binding upon us only if they are set down in writing. Any modification, addition or subsidiary agreement before, at or after contract formation also requires our written consent. The writing requirement may only be waived in written form. Fax, email or remote data transmissions shall be tantamount to written form.

我方与供货商的任何协议以及我方所接受的所有的订单，只要在我方书面确认后，才被视为对我方具有约束力。在合同订立时或在此前后的修改、增加或附属的协议同样需要我方的书面许可。要求书面形式确认的内容只能以书面形式放弃。传真、电子邮件或远程数据传输应等同于书面形式。

- 2.2 If the supplier does not accept our order within two weeks of receipt in writing, we shall be entitled to revoke the order, unless otherwise stipulated therein. Delivery calls shall be binding unless the supplier objects within two (2) working days of receipt. Any deviation from, modification of or supplement to our orders shall only be effective if explicitly and separately indicated as deviation, modification or supplement and expressly approved by us in writing.  
如供货商在收到我方订单后两周内未书面接受该订单，则除非另行规定，我方有权撤销该订单。交货要求应具有约束力，除非供货商在收到交货要求后三（3）个工作日内提出异议。任何与我方订单产生的偏差、修改或补充应为无效，除非其被另行明确表明且我方书面表示同意。

### 3. Prices and payment 价格与支付

- 3.1 Prices specified in the order are fixed prices. Prices include “free delivery” as well as any packaging, transport, insurance and other costs of delivery, unless stipulated otherwise in writing. VAT must be separately identified, otherwise it will be considered included in the price. Unless explicitly stated otherwise, any use of Incoterms shall be deemed as a reference to the INCOTERMS 2020 as published by the International Chamber of Commerce (ICC).  
订单中标明的价格为固定价格，除非书面另行规定，一般包括“免运费交货”、包装、运输、保险和交货中发生的其他费用。增值税必须另行规定，否则其被视为包含于价格中。除非另有明确说明，对 Incoterms 的任何使用均应参考为对国际商会 (ICC) 发布的 INCOTERMS 2020 的引用。
- 3.2 In cases where the supplier is responsible for erection or assembly and/or commissioning while no other provisions have been agreed upon in writing, the supplier shall bear all incidental costs, such as travel expenses and provision of tools.  
如供货商负责搭建或装配和/或试用，即使无其他书面条款规定，供货商也应承担附带发生的所有费用，如差旅费和工具提供费。
- 3.3 Invoices will be processed only if we receive them by separate mail. Each order must be invoiced separately. Invoices must include the order number specified in our order, all highlighted for easy readability. We reserve the right not to pay invoices that cannot be matched against our purchase order.  
我方仅在收到单独寄出的发票后将进行处理。每张订单应分别附上发票，发票上必须包括订单号，且应突出显示方便阅读。如发票内容与我方采购订单不匹配，我方有权不支付该发票。
- 3.4 Except for cross border transactions, invoices must be made out in RMB and payments will be made in RMB only.  
除跨境交易外，发票金额仅能以人民币数额开具并支付。
- 3.5 Subject to any special terms agreed in writing between the supplier and us, the supplier shall be entitled to invoice the Company for the price of the goods on or at any time after delivery of the goods. Payments will be made, by our choice, by bank transfer or cheque and/or bill of exchange after taking delivery and receipt of invoice as well as after receipt of all documents pertaining to the delivery.  
取决于供货商与我方间达成的特殊书面约定，供货商应在交货后立即或任何时候向本公司开具发票。在提货并收到发票和提货相关文件后，我方有权选择由银行转账或支票和/或汇票方式来支付。
- 3.6 The supplier shall not be entitled to assign, subcontract or otherwise dispose of his rights and/or obligations hereunder wholly or partly without our prior written consent.  
未经我方事先书面同意，供货商无权全部或部分转让、分包或以其他方式处置其项下权利和/或义务。
- 3.7 We may set off any amount that is payable by us to the supplier against any amount that is payable by the supplier to us whether or not arising from the same supply transaction. We shall clearly identify any set off which is made.



我方可将我方任何应付供应商的款项与供货商任何应付我方的付款互相抵消，而无论所抵消的付款是否属于同一交易中。我方将明确确认产生的任何抵消。

#### 4. Delivery and delivery time 交货和交货时间

4.1 Time is of the essence and delivery dates are essential part of any contract with us. Delivery dates specified in the order or otherwise agreed upon are binding and must be strictly met. The supplier shall promptly notify us in writing if there will be likely delays in meeting delivery dates and deadlines, explaining the reasons for the delay and specifying how long they are expected to prevail.

交货日期是与我方签订任何合同的重要组成部分，且时间是关键。订单或其他任何协定中规定的交货时间具有约束力，必须严格遵守。如可能出现任何延迟而不能在规定的交货时间和截止日期内交货的，供货商应立即书面通知我方，说明延迟理由并注明期望延迟的时间长短。

4.2 Except in the case of goods which must be specifically manufactured to meet our requirements, we may vary or cancel any of its requirements for any good or service prior to completion of delivery. The supplier will accommodate variations by us. Fair adjustments will be made to prices and delivery requirements due to variations by us, except if the supplier does not give us a written request for an adjustment within 5 working days after notice of each variation, no increase adjustment will be made.

除非是为了满足我方特殊要求而制造的货物，我方于交货完成前变更或取消对货物或服务的任何要求。供货商应随之配合变更。价格和交货要求也可根据我方变更而作适当调整，但如果供货商未能在收到变更通知后 5 个工作日内向我方发出书面调整要求，则不作调整。

4.3 The goods and/or services must conform in all respects with the specifications and any other requirements or descriptions stated in the order. All goods must be of sound materials, workmanship and design and shall be equal in all respects to relevant samples or patterns provided by or accepted by us. All services/goods shall be free from defects.

货物和/服务的各个方面必须符合订单中所列明的规格、要求和描述。所有货物必须由可靠的材料、技术和设计组成，且应与我方提供或接受的相关样品或图案全方面一致。所有服务/货物都应无缺陷。

4.4 Deliveries by instalments and premature deliveries shall be allowed only with our express consent in writing. Payment claims, however, shall be due no earlier than on the delivery date originally agreed upon.

仅当我方明确书面表示同意时才允许分批交货和提前交货，但付款要求则不得早于原先协定的交货日期到期。

4.5 Unless otherwise agreed upon, deliveries must be accompanied by a delivery note and a works test certificate or any other equivalent internationally recognized test certificate generally recognized in the industry specifying the details as mutually agreed upon with the supplier. An initial sample test report must be furnished with first-time deliveries.

除非另行协议，交货时应附有交货通知、质量检测证书或在国际上被承认的同等资质的其他检测证书，且详细说明供货商同意的行业上细节。在首次交货时还应提供一份测试报告的最初样本。

4.6 On-site deliveries are only possible at the time stated in the order or as otherwise agreed. When entering our site all occupants of vehicles must be registered. It is generally prohibited to take children or animals along to our facilities. Any instructions by the safety staff must be complied with.

仅在订单规定的时间或另有约定的时间内进行现场交付。进入我方工厂的所有车辆及随车人员都必须进行登记。通常禁止携带儿童或动物进入我方工厂。必须遵守安全员的任何指示。

4.7 In case of delivery delays, we shall be entitled to impose a contractual penalty of 0.05% for each day of delay, but no more than a total of 10% of the order value, while the supplier shall have the right to furnish evidence that no or only slight damage was caused. The right to assert additional damages shall be reserved.

如有交付延迟的情况发生，每延迟一日，我方应有权收取占 0.05% 的合同违约金，但违约金总金额不得超过订单总价值的 10%，供货商则有权提出证据以证明没有造成损害或仅造成轻微损害。我方有权保留提出额外损害赔偿的权利。

4.8 We reserve the right to cancel the whole or any part of an order or any consignment if the order is not completed in any material respects in accordance with the provisions contained in the underlying Contract. 根据基础合同，在订单或委托在任何方面未实质性完成之前，我方保留取消整个或部分订单或委托。

4.9 In the event we cancel the order due to the supplier not meeting the requirements of the order, in whole or part, we will be entitled to purchase from a third party a like quantity of goods of similar description and quality and in that event the supplier shall reimburse us upon demand for all expenditure incurred by us in connection with the said cancellation including any increase in price over that agreed in the original order.

一旦我方因供货商未能满足订单要求而取消全部或部分订单，则我方有权向第三方采购质量相似的货物，且在此情况下，供货商应偿还我方因上述取消所产生所有支出，包括超过原协议订单中价格的新增价款。

4.10 If either party is prevented from performing its obligations hereunder solely by circumstances beyond the reasonable control and without the fault or negligence of the party obligated to perform (including, without limitation, strikes, war, or acts of God), upon the prompt giving of notice to the other party detailing such force majeure event, the obligations of the party so prevented shall be excused during such period of delay, and such party shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible. During the period that the performance by either party has been suspended by reason of a force majeure event, the other party may likewise suspend the performance of all or part of its obligations to the extent that such suspension is commercially reasonable.

任何一方由于遇到不可合理控制的情形，而不能履行其项下义务仅是由于不可合理控制的情形，且违约方履行义务中无任何错误或疏忽的（包括但不限于罢工、战争或天灾），则违约方在立即通知对方并详细说明该不可抗力。不可抗力一词根据适用于交付的法律规定进行定义，我方反对与此不同的定义。违约方在该延迟期间内的违约可免责，但该违约方应尽快采取任何必要的合理行动以缓解所造成的后果。一方由于不可抗力而暂停履行期间，另一方可相应的暂停履行自己全部或部分义务，但该暂停在商业上应为合理。

#### 5. Place of performance, passage of risk, acquisition of ownership 履行地、风险转移、所有权获得

5.1 The place to which, according to the order, the goods have to be delivered or where the service is to be performed shall be the place of performance. Place of performance for our payments is our registered office, unless otherwise agreed upon.

根据订单，交付货物或提供服务的履行地应为履行行为的地点。除非另行协议，我方的支付履行地为我方注册办事处。

5.2 On supplier's account and at supplier's risk, the goods and services shall be properly packed and made to the address designated by us. The risk in respect of the goods and services will pass on to us only with receipt of delivery by us or by a forwarding agent appointed by us at the place of performance or after final acceptance of the delivery, whichever comes later, even if we have agreed to pay the freight charges.

考虑到供货商及其风险，货物和服务应妥善包装并送达至我方指定地点。货物和服务的风险仅在我方或我方指派的运输商接受送达后，才于履行地转移至我方，或者在最终接受交货之后转移，两者间以后出现者为准，即使我方已同意支付运费。

5.3 With the passage of risk at the place of performance or with delivery to a forwarding agent appointed by us, we shall acquire ownership of the goods without reservation of any rights for the supplier.

风险在履行地转移后或我方指派的运输商交货后，我方应获得货物所有权，且不得保留供货商的任何权利。

#### 6. Liability for defects and other liability 缺陷责任和其他责任

6.1 We will inspect the delivered goods on the basis of accompanying documents only for identity and quantity as well as for visible transport damage. We will notify the supplier about defects of the goods or services, once discovered in the ordinary course of our business within an appropriate time of at least 5 working days after the defect has been detected.



我方根据交货是所附的文件仅对交付货物的特征、质量和明显的运输损害进行检查。一旦在我方商业行为的常规过程中发现货物或服务的缺陷，我方将在发现后至少 5 个工作日的适当时间内通知供货商。

6.2 Unless stipulated otherwise in this paragraph, the supplier shall be liable according to the applicable legal provisions, in particular for defects of the goods or services, whereas this liability is in no way limited or disclaimed with respect to cause or amount, and insofar shall indemnify and hold us harmless from and against any third party's claims.

除非本条另有规定，根据适用的法律条款，供货商应对货物或服务的缺陷承担责任，该责任不因任何原因或金额而加以限制或免责。在该责任范围内，供货商应赔偿我方且保证我方不受到任何第三方提出的索赔。

6.3 We shall be entitled to request for the supplier's specific performance.

我方有权要求供货商实际履行。

6.4 If the supplier fails to remedy the defect promptly upon our request, we shall, in urgent cases, in particular to avert danger or major damage, have the right to rectify the defects ourselves at supplier's cost or have this done by a third party without having to grant a period of grace before.

如供货商未能按我方要求立即弥补缺陷，在紧急情况下，特别是为了避免危险或重大损害时，我方有权自行或交由第三方修正缺陷，费用由供货商承担，而无需事先给予供货商宽限期。

6.5 Claims for defects shall lapse no earlier than 30 months after the goods and/or services was received by us, or in case of work performance 30 months after the written final acceptance, unless otherwise agreed upon or governed by legal provisions that call for extended periods. This shall not apply to deliveries that consistent with their common application are used in buildings and have caused the latter's defectiveness; in that case claims will lapse after 5 years.

除非另行协议或法律规定的期限延长情形，缺陷索赔在我方收到货物和/或服务后 30 个月之后失效，或工作成果在最终书面接受后 30 个月失效。上述情况不适用于那些据其通常用途，被用于建筑工程但是造成建筑物缺陷的交付，该种情况下，索赔应在 5 年后才失效。

6.6 In addition, the supplier shall indemnify and hold us harmless from any third-party claims related to deficiencies in title.

此外，供货商应赔偿我方且保证我方不受到任何第三方就所有权问题提出索赔。

6.7 If defective goods and services necessitate extra work in the incoming inspection process, the supplier shall bear the costs of such additional inspection.

如缺陷产品和服务需要额外的工作来进行进一步的检查的话，则供货商应承担该额外检查的费用。

## 7. Product liability 产品责任

7.1 The supplier assumes full responsibility for, indemnifies and holds us harmless from and against any liabilities and third party claims arising out of the death of or injury to any person or damage to property, if and to the extent the foregoing is attributable to the supplier. Within the scope of this provision the supplier is also obligated to reimburse to us all expenses that are incurred by or in connection with a recall action or any other measure initiated by us.

如发生了归责于供货商的人身伤亡或财产损失，供货商应保证我方不承担因此产生的任何责任和第三方的赔偿请求，且应由供货商对其承担全部赔偿责任。在本条款范围内，供货商还应偿还我方所有因回收行为或任何先由我方采取措施而产生的相关费用。

7.2 The supplier will have in force and maintain at its own cost such policy or policies of insurance with a reputable insurer which provides adequate insurance cover in respect of the provision of goods/services to us and will upon request satisfy us that such insurance is in place.

供货商应向信誉良好的保险公司为我方所采购的货物/服务购买规定的足够的保险，且每份保险应满足我方的要求而确实到位。

## 8. Industrial property rights and legal provisions 工业产权和法律规定

8.1 The supplier shall ensure that neither the delivery nor the use of the product infringe industrial property rights or other rights of third parties and do not violate statutory provisions or official regulations of any kind. The supplier also guarantees that the goods delivered by him do not contain CFC, PCB or asbestos. The supplier must comply with our guideline „Avoidance of particularly hazardous substances“(FSS 7), which we will provide upon request, and the environmental standard ISO 14001. As we participate in the UN initiative "The Global Compact", we also expect our suppliers to comply with the principles stipulated therein. Upon our request, the supplier shall provide all relevant IMD system data, REACH data, GHS data and any other data relevant under export and chemical law free of charge. The supplier acknowledges that we use the supplier's product in lubricants which are subject to special chemical regulations. In the event of exports abroad, this could entail the registration of substances and/or products, including the disclosure of relevant data, if necessary also vis-à-vis third parties. In the event of additional registrations (e.g. for drinking water, food products or bio-products), the supplier shall provide full support for obtaining such registrations, including disclosure of relevant data, if necessary vis-à-vis third parties. Moreover, the supplier shall make - insofar relevant for the delivery - available an EU safety data sheet in electronic form at least in the English language which complies with the current EU legislation. In the event of changes in the composition or in legislation, the supplier shall provide an updated safety data sheet without being explicitly asked to do so.

供应商应确保产品的交付和使用均不侵犯第三方的工业产权或其他权利，并且不违反法律规定或任何形式的官方规定。供货商亦保证，其交付的货物中不包含 CFC、PCB 或石棉。供应商必须遵守我方的“避免使用特别有害物质”(FSS 7) 工作指南(经供货商要求提供，我方将提供)和环境体系 ISO 14001。在我方参与联合国倡议“全球契约”时，我方还期望我方的供应商也遵守其中规定的原则。根据我方的要求，供应商应免费提供所有相关的 IMD 系统信息、REACH 注册信息、GHS 信息以及任何其他与出口和涉及化学品法律相关的信息。供应商认可，我方将供货商的产品用于受特殊化学法规约束的润滑剂中。在向国外出口的情况下，这可能需要对物质和/或产品进行注册，包括披露相关数据，如有必要，还需要向第三方披露。如果进行额外注册(例如饮用水、食品或生物产品)，供应商应为获得此类注册提供全面支持，包括在必要时向第三方披露相关数据。此外，在与交付相关的范围内，供应商应至少提供符合现行欧盟法规的电子形式的英文版欧盟安全数据信息。如果成分或法规发生变化，供应商应主动提供更新的安全数据信息。

8.2 If any intellectual property is developed/designed during, or as the purpose of, any delivery of a good/service to us, it will belong to us only.

在货物/服务交付，或以此交付为目的过程中，在开发/设计过程中产生的任何知识产权，皆只属于我方所有。

8.3 For the supply of machinery and plants falling under the EU Machinery Directive 98/37/EC, the supplier shall also provide a risk analysis in conformity with EN 1050 free of charge and together with the products.

对于受欧盟机械指令 98/37/EC 管辖的机械和设备的供应，供应商还应免费提供符合 EN 1050 的风险分析，该风险分析应与产品一起提供。

8.4 The supplier acknowledges that we, as a producer of chemicals, chemical compounds and articles, are considered as a manufacturer, downstream user and importer within the meaning of the European Chemicals Regulation No. 1907/2006 (REACH regulation) and warrants to comply with all EU-REACH obligations, in particular those governing the sale, processing or trading of goods within the EU, including (a) to perform any legally required registration or authorisation of chemical substances or preparations, (b) to implement internal organisational measures to document compliance with EU-REACH, (c) to ensure that any use(s) of chemicals or preparations in the products (including packaging materials), or in the laboratory, or in production, etc., which we or any of our customers have specified or notified to the supplier, is covered by the respective registration or authorisation, (d) to inform us without undue delay if a substance or preparation is not registered or authorised within the given period, (e) not to sell or deliver any product, which pursuant to REACH contains prohibited substances and (f) to inform us immediately in the event of Substances of Very High Concern (SVHC) ((a) to (f) together: "EU REACH Compliance).The supplier acknowledges that any breach of the EU REACH Compliance will generally result in a defect of the respective substance, preparation or other product or item under the applicable law and agrees to indemnify us against any claims, liabilities, expenses and damages caused by the supplier as a result of breaching the aforesaid EU REACH Compliance, and will support us in our legal defence against such claims at supplier's cost.

供应商认可，作为化学品、化合物和物品的生产商，我方被视为欧洲化学品法规第 1907/2006 号 (REACH 法



- 规) 含义内的制造商、下游用户和进口商, 并保证遵守所有欧盟 REACH 义务, 特别是在欧盟范围内货物销售、加工或贸易的义务, 包括 (a) 对化学物质或制剂进行任何法律要求的注册或授权, (b) 实施内部组织措施以对欧盟 REACH 合规要求的遵守情况进行记录存档, (c) 确保我们或我们客户已指定或通知供应商的产品的使用及产品制剂 (包括包装材料)、实验室或生产中对产品制剂的使用, 已进行相应的注册或授权, (d) 如果物质或制剂未在要求的时限内注册或授权, 则立即将该情况通知我们, (e) 不销售或交付任何根据 REACH 包含违禁物质的产品, 以及 (f) 在出现高度关注物质 (SVHC) 时立即通知我方 (a) 至 (f) 统称: “欧盟 REACH 合规要求”。供应商认可, 任何违反欧盟 REACH 合规要求的行为通常会导致相应的物质、制剂或其他产品或项目在适用法律下出现缺陷, 并同意赔偿我们免受任何因供应商违反上述欧盟 REACH 合规要求而给我们导致的索赔、责任、费用以及损害, 并将支持我们对此类索赔进行法律辩护, 费用由供应商承担。
- 8.5 The supplier undertakes to provide a so-called proof of origin for the products, i.e. the supplier shall provide us with the required declarations of origin in terms of commercial and preferential law in a timely manner, and shall also notify any change of origin without undue delay and without request. The supplier may have to prove its declarations of the products' origin by means of an information sheet certified by its competent customs office. If the supplier fails to fulfill this obligation, he shall be liable for any resulting damage and commercial disadvantages.  
供应商承诺提供产品原产地证明, 即供应商应及时向我们提供符合商业和优惠法律规定的原产地声明, 并且应及时主动通知原产地的任何变更, 不得无故拖延。供应商可能需要提供其主管海关认证的信息表, 以证明其产品原产地。如果供应商未能履行此义务, 应对由此造成的任何损害和商业上的不利影响承担责任。
- The supplier is obligated to ensure that all goods and services delivered comply with all current applicable national and international export-, customs- and foreign trade regulations (“foreign trade and payments legislation”). The supplier shall apply for the required import and export permits unless we or a third party are obliged to apply for them according to the applicable foreign trade and payments legislation. Should a required import or export permit not be granted within 3 months after an order was accepted, we can withdraw from the contract. As soon as possible, at the latest on accepting the order, the supplier shall provide us in writing with all information and data required under foreign trade and payments legislation for import, export, transfer and, in case of resale, for re-export for all goods and services delivered.  
供应商有义务确保交付的所有商品和服务符合所有现行适用的国家和国际出口、海关和外贸法规 (“外贸和支付法规”)。除非我方或第三方有义务根据适用的对外贸易和支付法规取得进出口许可, 供应商应申请所需的进出口许可证。如果在接受订单后 3 个月内未获得所需的进出口许可证, 我方可以撤销合同。最迟在接受订单后, 供应商应尽快以书面形式向我们提供外贸和支付法规要求的所有信息和数据, 以用于进口、出口、转让以及在转售的情况下用于再出口交付的所有商品和服务。
- 8.6 The supplier ensures that it will provide the performance owed pursuant to clause 1.1 itself and that it will use subcontractors and downstream contractors (hereinafter referred to as the "Subcontractor Chain") only with our previous written consent. It further ensures that it shall itself, and all contractors of the Subcontractor Chain who have been duly contracted by it as well as possible temporary employment agencies commissioned by such contractors shall also pay to the deployed workers the applicable legal minimum wage.  
供应商确保其将自行遵守第 1.1 条约定的义务, 并且仅在我们事先书面同意的情况下才可使用分包商和下游承包商 (以下简称“分包商链”)。供应商进一步确保, 自己以及与其正式签约的分包商链的所有承包商以及由此类承包商可能委托的临时就业机构均应向聘用的工人支付适用的法定最低工资。
- 8.7 The supplier shall indemnify us from all and any claims lodged against us by third parties for reasons of or in connection with the delivery or its use.  
如第三方因上述交货或货物的使用或与之相关的原因向我方提出索赔, 供货商应使得我方免受损失。
- 8.8 The supplier's obligation of indemnification shall also cover all expenses arising from or in connection with claims by a third party.  
供货商的赔偿义务还包含了由第三方诉讼所产生或与之相关的所有费用。
9. **Reservation of ownership, tools 所有权保留、模具**
- 9.1 We shall reserve the ownership of goods provided by us (e.g. parts, components, semi-finished products).  
我方对提供的货物保留所有权 (如零件、组件、半成品)。
- 9.2 Reservation of ownership shall also apply to products resulting from the processing, mixing or combining of our goods in their full amount, whereas these processes are performed on our part so that we are considered as manufacturer. If third-party ownership rights extinguish after processing, mixing or combining with goods from those parties, we shall acquire joint ownership at a ratio of the objective value of those goods.  
我方货物经过加工、混合或结合后所产生的产品的所有价值, 我方保留所有权, 因该加工、混合、结合过程为我方行为, 我方可视作制造者。如第三方所有权在其提供的货物经加工、混合或结合后灭失的, 我方应获得这些货物一定比例客观价值的共同所有权。
- 9.3 Tools made available to the supplier as well as tools manufactured by the supplier himself or ordered at a third party on our behalf, to the costs of which we have contributed, shall remain our property or shall pass into our ownership upon manufacturing and/or acquisition by the supplier and must be clearly indicated as our property. 在我方支付费用的前提下, 对提供给供货商的模具和供货商自己制造或由代表我方的第三方指定的模具, 一旦由供货制造和/或取得, 我方财产或所有权应保留, 且必须明确指明为我方财产。
- 9.4 The supplier shall hold our tools in custody on our behalf at no charge, insure them adequately and furnish evidence of insurance cover at our request. The supplier shall use the tools exclusively for the purpose of manufacturing parts for us, unless otherwise agreed upon.  
供货商应代表我方无偿保管我方工具, 充分投保并提供证据证明该保险已符合我方要求的投保范围。除非另行协定, 供货商仅在为我方制造零件之目的下使用工具。
- 9.5 The supplier shall ensure proper maintenance and repair of the tools provided at his own cost. Upon termination of any Contract, the supplier shall surrender the tools without delay at our request while no right of retention may be derived by him. Upon surrender, the tools must be in apparent good order and condition corresponding to their earlier use. Costs of repair shall be borne by the supplier. In no case must the supplier scrap the tools without our prior written approval.  
供货商保证对模具进行适当维护和修理且费用自付。合同一旦终止, 供货商应按我方要求不得延迟地返还模具, 且无任何衍生权利保留。返还时该模具同其早期使用时一样情况良好。维修费用由供货商承担。未经我方事先书面同意, 任何情况下供货商都不得报废模具。
10. **Quality assurance 质量保证**
- 10.1 The supplier shall during the entire business relation maintain a quality management system that ensures the proper quality of deliveries, monitor the system by internal audits in regular intervals and promptly take action if any deviation has been detected. We shall have the right to inspect the supplier's quality assurance system with reasonable prior notice. At our request the supplier shall permit us to examine certification and audit reports as well as inspection procedures including all test records and documents relevant to the delivery.  
供货商应在整个交易期间维持质量管理体系以保证交货质量, 通过内部审核来定期监测该系统, 并在监测出任何偏差时立即采取行动。我方在合理地提前通知的前提下, 有权对供货商的安全保障系统进行检查。在我方要求下, 供货商应允许我方检查认证书、审核报告和包括所有交货的测试记录和文件的检查程序。
- 10.2 Part of any order placed by us or agreement between us and the supplier are our “Quality Standards” in their current version which shall be sent to our suppliers on request.  
我方的“质量标准”是最新版的我方订单或我方与供货商签订的协议中的一部分, 此质量标准应按要求送达至供货商。
- 10.3 The supplier will ensure that we have access to the prompt supply of appropriate support (e.g. spares, maintenance service) on a reasonable basis throughout the expected life of each good/service.  
根据货物/服务的预计使用年限, 供货商保证我方在合理的基础上有权获得及时、适当的技术支持 (如产品备件, 维修服务)



10.4 Quality request and technical standard must be in accordance with the technical demand of relative products and must meet the standards under China State Quality Supervision Bureau. All of the documents and/or licenses and/or certificates and/or other necessary information (including the necessary testing reports for related imported products to be used in China by relevant Chinese authorities) needed for the registration of the relative products, application for the permit of special vehicles using in China must be provided by the supplier, and the costs for such documents, registration and licenses have been included in the quotation. Failure to do so will result in the return of the product and paying the compensation for any loss of the Buyer.

产品的质量要求和技术标准必须符合中国国家质量监督局相关产品的技术要求和国家及行业的相关规定。供货商必须提供相应产品注册或登记备案、申领特种车辆使用牌照等手续必须的所需的全部文件（包括相关进口产品已通过中国相关部门在中国使用的测试的报告），以及技术证明、合格证、许可证、注册文件等其他所需的信息，且获取上述文件、备案及证照的所有费用已包括在产品报价中。供货商如不能履行，则必须承担退货的后果，并赔偿买方的相应损失。

## 11. General Warranties 一般保证

11.1 By accepting an order the supplier warrants: 供货商接受订单后保证:

(a) where applicable, each good will be properly installed and integrated into, will be compatible with and will not damage, our relevant systems and other property;

根据需要，正确安装和组装每样货物，且货物与我方有系统和其他财产兼容并不致损坏；

(b) each good/service supplied by the supplier will for the specified warranty periods, or if there is no specified period, then for 24 months from the later of the date of delivery and the date of first use by us;

供货商交付的每样货物/服务都有明确的质保期，或者如无明确期限，则质保期为交货日和我方首次使用日两者中后到达的时间之后的 24 个月；

(c) be fit for the expected use and purpose;

应满足预计使用和目的；且

(d) be free from any defect in design, materials, workmanship and title.

无任何设计、材料、技巧和权利上的缺陷。

11.2 Ownership, possession, modification, use or resale of any good/service supplied by the supplier will not infringe any third party rights and the supplier will protect us from any infringement claim or proceeding.

我方对供货商交付的任何货物/服务的所有权、占有、修改、使用或转售不会侵害任何第三方权利，供货商保证我方不受到任何侵权索赔或诉讼。

11.3 No form of inducement or reward has been or will be directly or indirectly provided to any of our employees or representatives.

不得直接或间接向我方雇员或代表提供任何形式的诱导或回扣。

11.4 The warranties set out in this clause are additional to any other assurances given by the supplier or implied by law.

本条款中列明的保证为补充供货商做出的或法律默认的任何其他保证。

11.5 The supplier will, to the extent possible, pass on to us the benefit of any warranty or other assurance from any other person/entity in respect of each good/service supplied to the intent that we may have recourse against those persons/entities through the supplier.

供货商尽最大可能地将其保证的利益或从任何其他个人/实体的保证转交至我方，以使我方能通过供货商向其他个人/实体行使每样货物/服务的追索权。

11.6 The supplier will ensure that the supplier, and each good/service supplied, complies with all applicable laws and regulations.

供货商保证自己和交付的每样货物/服务都符合所有适用法律和法规。

## 12. Warranty claims 质保索赔

The supplier will promptly remedy each warranty claim to our satisfaction. We may require repair or replacement solutions and a temporary solution while the claim is being remedied. Components replaced or upgraded within a warranty claim will not be charged to us. Warranty periods are suspended while each claim is being remedied, and then start again for the remaining warranty period of completion of remedying each defect.

供货商应令我方满意地及时处理每个质保索赔。我方可以要求维修或更换处理，也可在处理索赔期间要求临时解决方案。组件因质保索赔而更换或升级产生的费用不由我方承担。在处理索赔期间，质保期暂停计算，直至缺陷被弥补完成后才继续计算剩余质保期。

## 13. Confidentiality, documents, data protection 保密条款、文件、数据保护

13.1 Any information, formulations, drawings, models, tools, technical records, procedural methods, software as well as other technical and commercial know-how, made available by us or acquired by the supplier through us, and also any work results thus obtained (hereinafter "confidential information") shall be maintained in secrecy by the supplier towards third parties, may be used in the supplier's business exclusively for deliveries to us and be made available only to such persons as need to have access to confidential information in connection with the business relation and have therefore been obligated to maintain secrecy.

由我方提供或供货商通过我方获得的任何信息、公式、图纸、模型、工具、技术记录、程序方法、软件和其他技术和商业秘密，以及由此获得的任何工作成果（以下简称“保密信息”），供货商应对第三方严格保密。这些保密信息仅供用于供货商向我方交货的商业行为，并仅向需要这些保密信息的与该商业联系相关的人士提供，因此获得保密信息的人士应承担保密义务。

13.2. Any documents (e.g. drawings, figures, test specifications), samples, models etc. made available by us to the supplier during the business relationship will remain in our ownership and must be surrendered to us on our request at any time, no later than at the end of the business relationship (including any copies, extracts and replicas), or by our choice must be destroyed at supplier's cost. The supplier thus has no right of retention thereto.

在商业关系期间由我方向供货商提供的任何文件（如图纸、数据、测试规范）、样品、模型等，我方保留所有权，且任何时候一经我方请求，供应商不得晚于商业关系结束前（包括任何复印件、摘录和副品）立即返还我方，或根据我方的选择进行销毁，其费用由供货商承担。供货商无权保留任何部分。

13.3 The disclosure of confidential information and any possible communication of documents, samples or models shall establish no right for the supplier to industrial property rights, know-how or copyrights and constitutes no prior publication and no right of prior use according to the PRC Patent Law.

披露保密信息和任何可能泄露文件、样品或模型的，都不为供应商产生工业产权、商业秘密或版权，也不构成中国专利法中规定的提前公开出版或提前使用。

13.4 The supplier must comply with the mandatory obligations of the applicable data protection laws. A transfer of personal data to third parties or abroad requires our express prior written consent. If necessary, the supplier will conclude an agreement for data processing based on our template.

供货商必须遵守适用的数据保护法项下的强制性义务。将个人数据传输给第三方或国外需要我方事先明确的书面同意。

13.5 We collect, save, process and use personal data within the framework of the statutory provisions. You can find all data protection related information on our website.



我方在法律规定的框架内收集、保存、处理和使用个人数据。您可以在我方的网站上找到所有与数据保护有关的信息。

#### 14. Social Responsibility, Supply Chain, Compliance 社会责任、供应链和合规性

14.1 We expect the supplier to adhere to recognized standards of responsible entrepreneurial activity, corporate citizenship and compliance in its own business activities and with its sub-suppliers.

我方希望供应商在自己的业务活动中以及与其上游供应商的合作中遵守公认的负责任的企业活动、企业公民和合规标准。

14.2 The supplier has taken note of our Code of Conduct (available on our website) and guarantees compliance with at least equivalent internal standards.

供应商已了解我方的行为准则（可在我方的网站上找到）并保证至少符合同等的内部标准。

14.3 In particular, we expect the supplier and all parts of the supply chain to adhere to the United Nations Guiding Principles on Business and Human Rights, the core conventions of the International Labor Organization (ILO) and the UN Global Compact. The supplier will take contractual and organizational precautions (i) to ensure that corresponding obligations are passed on to its sub-suppliers and by them along the supply chain and (ii) that they are complied with. Upon request, the supplier will provide evidence of this in a suitable manner.

特别是，我方希望供应商和供应链的所有组成部分都遵守联合国商业与人权指导原则、国际劳工组织 (ILO) 和联合国全球契约的核心公约。供应商将采取合同和组织预防措施 (i) 确保将相应的义务传递给其上游供应商，并由他们沿供应链传递，以及 (ii) 遵守这些义务。根据要求，供应商将以适当的方式提供这方面的证据。

14.4 The supplier also ensures that it maintains a compliance management system that enforces internationally accepted compliance standards. The supplier ensures that its compliance measures ensure compliance with the mandatory legal requirements, in particular with regard to combating bribery, corruption and money laundering.

供应商还确保其维持合规管理系统，以执行国际公认的合规标准。供应商确保其合规措施确保遵守强制性法律要求，特别是在打击贿赂、腐败和洗钱方面的要求。

14.5 If there is a suspicion of a violation of the Code of Conduct, the above-mentioned international standards or compliance rules with the participation of an employee of the supplier, we may terminate the cooperation without notice and the supplier can be excluded from future deliveries to us and all of our group companies.

如果在供应商员工涉嫌违反我方的行为准则、上述国际标准或合规规则，我们可能会终止合作，恕不另行通知，供应商可能会被排除在我方和我方集团公司的未来的业务合作之外。

#### 15. Applicable law, place of jurisdiction 适用法律，管辖地

15.1 The business relations with our suppliers shall be exclusively governed by the laws of the People's Republic of China, which for the purpose hereof shall exclude Hong Kong Administrative Region, Macau Administrative Region and Taiwan. The UN Convention on the International Sale of Goods (C.I.S.G.) and other international conventions on uniform law on the sale of goods shall not be applicable.

与供货商间的商业关系应由中华人民共和国法律排他性管辖，且根据目的也应排除港澳台法律。联合国关于国际货物销售公约和其他有关货物销售统一法律的国际性公约也不得适用。

15.2 Unless otherwise agreed to by the parties, any dispute arising out of or in connection with the transaction contemplated by the parties hereunder shall be submitted to and resolved by China International Economic and Trade Arbitration Committee for arbitration in Shanghai in accordance with the arbitration rules then in force. The arbitral award shall be final and binding upon both parties.

除非双方另行协议，双方因本条件下交易而产生的相关争议应根据有效的仲裁协议，交由中国国际经济贸易仲裁委员会上海分会来仲裁解决。仲裁裁决应为最终结果且对双方具有约束力。

#### 16. Interpretation 解释

Unless the context otherwise requires or it is specifically otherwise stated:

除非另行要求或有其他明确说明，本采购条件中：

- (a) References to “we”, “us”, and “our” refer to SurTec Metal Surface Treatment Technology(Hangzhou) Co., Ltd.  
凡涉及“我方”指赛德克金属表面处理技术（杭州）有限公司；
- (b) References to “supplier” refer to any person or entity that provides goods or services to us, who is bound by these Conditions of Purchase;  
凡涉及“供货商”指向我方提供货物或服务并受到本采购条件约束的任何个人或实体；
- (c) “party(ies)” means we and the supplier; “当事方”指我方与供货商；
- (d) “good” and “service” include any form of deliverable; “货物”和“服务”包括可交付的任何形式；
- (e) “order” means the purchase order placed by us to the supplier for the purpose of procurement of goods and/or services;  
“订单”指为采购货物和服务之目的，我方向供货商发出的采购订单；
- (f) if the supplier comprises more than one person, each of those person’s liability to us is joint and several;  
供货商超过一人以上的，每个供货商对我方承担连带责任；以及
- (g) “agreement” or “contract” is a written contract between a supplier and us that describes in detail the scope of goods/services to be provided and each parties rights and obligations with regard to this supply.  
“协议”或“合同”指我方与供货商间订立的书面合同，详细描述了提供的货物/服务的范围和与之相关的各当事方的权利义务。