

通用采购条款
General Purchasing Terms and Conditions

I. 一般规定部分

General Part

1. 概述

General

- 1.1 本条款与条件适用于我们埃斯杰贝变压器（常州）有限公司从您处获得的所有产品和服务（尤其是采购、劳动和服务合同有关的服务）。因此，本条款与条件的适用具有排他性。与本条款与条件冲突或不一致的任何条款和条件将不适用。即使我们未明确反驳，或我们提及的缔约方信函中涉及相反条款和条件，我们也不承认与本条款与条件相反的任何条款或条件。

These Terms and Conditions shall apply for all Materials/Services of external service providers, which we, the company SGB Transformers (Changzhou) Co., Ltd, obtain from the Contractor (particularly purchase-, work- and service-contractual performances). They shall thereby apply exclusively. Terms and conditions standing contrary or deviating from our Terms and Conditions shall not be acknowledged. We will also not acknowledge terms and conditions standing contrary either, even if we have not explicitly refuted them, and also not if we ourselves have referred to letters of the contracting party, in which reference is made to its contradicting terms and conditions.

- 1.2 即使未再次明确声明，本条款与条件也应适用于我们未来与您的所有业务往来。

Our Terms and Conditions shall also apply for all future business with the Contractor, even if they are not explicitly included in repetition once more.

2. 报价和完整性

Offering, Comprehensiveness

- 2.1 在您的报价中，通常应严格遵守询价要求，并特别注明偏差或变化。

In your Offer, the Contractor shall generally adhere strictly to the enquiry. Deviations or variations shall be particularly indicated.

- 2.2 您的报价是免费的，且不构成我们的任何义务。

The Offer shall be free of charge, and it shall not constitute any obligation whatsoever for us.

- 2.3 您应确保并保证其提供的服务完整、有效，且适用于实现合同目的。

The Contractor shall ensure and warrant, that the service he is offering is complete, effective and suitable for the attainment of the contractual purpose.

3. 采购订单、合同签署、代表权限

Order, contractual conclusion, power of representation

- 3.1 订单、协议及其修改须以书面形式确认。

Order placements, agreements, as well as amendments are required to be confirmed in writing.

- 3.2 如果您未在三（3）个工作日内对我们的订单或任何相关补充或修订提出书面异议的，即视为接受我们的订单或该等补充或修订。

If the Contractor does not raise a written objection to our Order, or any possible supplements or amendments within 3 working days, then this shall be regarded as an acceptance of the Order or such supplements or amendments.

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3.3 为了便于归类，所有的邮件往来必须标明有我们的采购订单编号、物料编码。

In order to make clear classifications, all correspondence must include our order No, material No..

3.4 只有我们采购部门发出的书面订单才具有法律约束力，口头发出的订单是无效的，除非有我们采购部门的书面确认。也可以按照事先的书面协议，通过数据远程传递或电脑可读数据载体来进行传递。

Only orders made in writing shall be considered to be legally binding. Orders made orally must be confirmed by our purchasing department in writing to be legally valid. This may – upon prior written agreement – also be made through long-distance data transmission or through machine-readable data carriers.

3.5 合同签署前合同各方之间的所有关于采购的协议都必须以书面形式记录在采购明细表格内。不存在口头补充协议。

All understandings reached between the contractual parties in conjunction with an order until an agreement is concluded must be fixed in writing on the order form. No oral ancillary agreements have been made.

3.6 其后的修改或补充只能与我们的采购部门协商后进行，其他部门无权进行修改或补充，与其他部门协商结果的有效性建立在采购部门的书面确认的基础之上。

Any subsequent amendments or supplements may be agreed only with our purchasing department. Other departments are not authorized to do this. Thus, understandings reached with other departments must be confirmed in writing by our purchasing department in order to be valid.

3.7 在特殊情况下，采购部门可能需要完全取消该订单。如果您能够证明原材料、半成品、成品无法以其他方式使用的情况下，可与采购部门友好协商，最终达成对合理备货期间内的原材料、半成品、成品的解决方案。

Under special circumstances, the purchasing department may need to cancel the order completely. If you can prove that the raw materials, semi-finished products, and finished products cannot be used in other ways, they can negotiate with the purchasing department to finally reach a solution for the raw materials, semi-finished products and finished products within a reasonable stocking period.

4. 价格、发票、包装和付款条件

Prices, Invoice, Packing and Terms of Payment

4.1 订单所列的价格具有强制性和约束力。

The prices indicated in the Order shall be obligatory and binding.

4.2 所有价格应为独家报价，不含可抵扣增值税。此外，所有价格应为固定价，含运至我们指定收货地的所有费用，包括包装费。仅在特别约定的情况下，需要另行支付包装费用。

Prices shall be exclusively quoted without deductible VAT. They shall be fixed prices, including all costs for shipping to our designated destination, including packing. Packing costs shall only be compensated, if this has been particularly agreed.

4.3 您仅可使用符合相关有效版本的指令中关于避免包装废物的原则和目标的包装材料（运输包装、外包装和销售包装）。包装不完整或包装不当造成损害的，您应承担所有责任，除非另有约定，否则包装材料的处置费用和 risk 应由您承担。

The Contractor shall be obliged, to only use packing materials (for transportation, exterior- and sales packing), which correspond to the principles and the aims of the Directive regarding the avoidance of packing - waste in the respectively valid version. He shall be liable for damages resulting from incomplete or improper packing. In lack of any divergent agreement, the packing materials shall be disposed of at the expense and at the risk of the Contractor.

4.4 除非双方另有约定，发票原件应该在付款前提供给我方。我方将会按照采购订单上约定的付款条件支付货款。

In as far as nothing else to the contrary has been agreed, the original paper of the invoice shall be submitted before the payment, we will pay you according to the payment terms agreed on the order.

4.5 付款期限将在产品/服务完全交付（无缺陷），且我方收到正式发票文件后开始计算。如实际交货

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时间早于约定交货日期，则在确定付款到期日时我方有权仍以最初约定的交货日期为准。

The period of payment shall commence upon complete delivery of the materials / service, free of defects, and the receipt of the proper invoice documents. If the actual delivery time is earlier than the agreed delivery date, we have the right to still use the originally agreed delivery date when determining the payment due date.

4.6 付款方式包括支票和银行转账以及承兑汇票。

Payment methods can be made by means of cheque, bank transfer or acceptance draft.

4.7 我们有权在法律规定的范围内抵消或保留有关款项。

We shall be entitled to offsetting and retention in the scope as stipulated by law.

4.8 我们的付款既不表示对货物性能的确认，也不表示放弃保修权利。

Our payments constitute neither an acknowledgment of cargo performance nor a waiver of warranty rights.

5. 包装，交付和运输

Packaging, Delivery and Transportation

5.1 货物的包装必须要环保，并且能防止运输损坏。要选择使用能保证这一包装要求的包装材料。

The goods must be packaged in an environmentally-friendly manner and in such a way that transport damage is prevented. Packaging materials must be used in the scope which is required for the attainment of this purpose.

5.2 我们只接收符合我们订购数量或件数的货物；这也适用于那些专门为我们制造的产品（“特殊件”）。过量或少量交货要有书面协议才能被允许。

We only accept goods that meet the quantity or number of pieces ordered by us; this also applies to products that are specially manufactured for us ("special pieces"). Excessive or small deliveries require a written agreement to be allowed.

5.3 法定时效适用于延迟交货的先决条件和法律后果，无需就延迟交货发出正式通知（提醒）。

The statutory prescriptions shall apply for the prerequisites for and the legal consequences of delay, without requiring a formal note (reminder) regarding such delay.

5.4 提前交货和部分交货必须以书面形式提出申请，并得到我们的采购部门的书面批准。样品交付要特殊标识。

Early delivery and partial delivery must be submitted in writing and approved in writing by our purchasing department. Deliveries of samples must be labeled as such.

5.5 装运风险由您承担。如果是采购合同，只有当货物在我们指定的交货点被确认接收，风险才转由我们承担。如果是物料和服务的总包合同的情况下，只有在总订单完成并被我们验收后，风险才能转移。即使完成订单所必需的部件已被运送或存放到了公司或公司所指定的交货地点，风险也不能转移。

The shipment shall be made at your risk. With regards to purchasing agreements, risk shall be transferred to us when the receipt of the goods has been confirmed by our designated incoming delivery receiving centers. With regards to agreements for work and services or agreements for work and materials, the risk can only be transferred after the general order is completed and accepted by us. Even if the parts necessary to complete the order have been shipped or stored to the company or the delivery location designated by the company, the risk cannot be transferred.

5.6 货物只有随带相应的我们规定格式的《供应商发货通知》，我们才能验收货物。

Only when the goods are accompanied by the corresponding delivery note in the format specified by our company, we can accept the goods.

5.7 货物须带标识，标识需清晰，并且最少需包含供应商信息、我们的产品物料编码、物料名称、批次信息等信息。

The goods must be marked, the marking must be clear, and at least must include supplier information, our product material code, material name, batch information and other information.

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6. 交货日期和交付绩效

Delivery Date and Delivery Performance

- 6.1 商定的交付日期或交付绩效是有约束力的。交货日期必须按照采购订单中约定的交付条款执行。货物交付的及时性应依据我们指定的接收或成本中心收到货物和相关文件的时间而确定；安装/装配工作及其他服务的履行及时性应依据上述服务被验收且相关文件被收到的时间而确定。

The agreed timeframes for delivery or performance are binding. The timeliness of the deliveries shall be based upon when the goods and documentation are received by our designated receiving or utilization center; for the timeliness of deliveries with installation or mounting work as well as other services, the timeliness shall be based upon their acceptance and the receipt of the documentation.

- 6.2 如果您认识到,由于某种原因而导致不能满足商定的日期,那么必须立即书面通知我们的采购部门并说明理由和预期的延迟时间。

If you recognize that an agreed delivery timeframe cannot be met owing to any reasons, then you must immediately notify our purchasing department of this in writing while stating the reasons for and the anticipated duration of the delay.

- 6.3 在订单确认后,我们有权要求在合理范围内变更服务。要求的交货时间发生任何变更,且/或该等变更引起价格变化的,您应在十(10)个工作日内通知我们。

After order confirmation, we shall be entitled to request amendments of Performance/Service on a reasonable scale. The Contractor shall immediately inform us, at the latest within a period of 10 working days, about any possible changes regarding the Performance/Service period and/or of price which may be possibly caused by such change.

7. 合规要求

Compliance Regulations

- 7.1 遵守SGB-SMIT集团的《供应商行为准则》

Adherence to SGB SMIT Group's Supplier Code Of Conduct

承包商承诺在其自身业务运营中遵守SGB-SMIT集团的《供应商行为准则》(<https://www.sgb-smit.com/sgb-smit-group/procurement/>),该准则已成为本协议的一部分。承包商应建立足够的风险管理体系,包括预防措施,以控制、停止或减轻不符合《供应商行为准则》中规定原则的风险。

Contractor undertakes to act in its own business operations in accordance with SGB SMIT Group's Supplier Code of Conduct (<https://www.sgb-smit.com/sgb-smit-group/procurement/>), which is made part of this Agreement. The Contractor shall herefore establish a sufficient risk management system, including preventive actions, to control and stop respectively mitigate risks of being non-compliant with the principles set out in the Supplier Code of Conduct.

承包商应要求其分包商遵守《供应商行为准则》,并应在签订相关分包合同后的最短时间向其分包商提供一份《供应商行为准则》的副。承包商应确保其分包商了解并在供应链中传达《供应商行为准则》的要求。承包商有权根据其自己的行为准则履行本小节规定的义务,前提是其中规定的受保护权利与包含在本协议中的《供应商行为准则》相符。此外,承包商应为其员工建立定期培训,内容包括《供应商行为准则》的原则,特别是其中涉及的人权和环境权利。

Contractor shall oblige its subcontractors to comply with the Supplier Code Of Conduct and shall provide a copy of the Supplier Code of Conduct to its subcontractors latest upon conclusion of the respective subcontract. Contractor shall ensure that its subcontractors address and pass on the expectations from the Supplier Code Of Conduct along the Supply Chain. Contractor shall be authorized to comply with the obligations from this subsection on the basis of its own code of conduct provided that the protected rights set out therein correspond to those of the Supplier Code of Conduct made part of this Agreement. Further on Contractor shall establish regular trainings for its employees, that contain the principles of the Supplier Code Of Conduct, especially the therein included points to human and environmental rights.

- 7.2 SGB-SMIT集团的举报渠道

Access to SGB SMIT Group's whistleblowing channel

承包商应确保其员工能够畅通无阻地访问由我方设立的举报渠道(网页链接)。具体而言,承包商

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不得采取任何行动妨碍、阻碍或影响该渠道的访问。承包商承诺将本小节第一和第二句中规定的义务传达给其分包商，并确保这些义务在整个供应链中向下传达。

Contractor shall ensure unhindered access by its employees to the whistleblowing channel (weblink) set up by us. In particular, Contractor shall not undertake any actions that hinder, block or impede access to this channel. The Contractor undertakes to pass on the obligations specified in sentences one and two of this subsection to its subcontractors and to ensure that the obligations are passed on along the supply chain.

7.3 文件请求和审计权利

Request for documents and audit rights

承包商有责任获取并提供我们要求的所有信息和文件，以便符合本协议产生的所有法规要求。在前述意义上，法规要求特别包括但不限于德国供应链尽职调查法或类似法规。

Contractor is obliged to obtain and provide us all information and documents required by us to comply with all regulatory requirements arising from this Agreement. Regulatory requirements in the former sense includes in particular, but is not limited to the regulations of the German supply chain due diligence act or similar legislation.

承包商承认《供应商行为准则》的原则是我方供应商审核和供应商评估的强制性组成部分，因此，对于在正常工作时间内组织的任何此类供应商审核，承包商授予我方进出其场所和办公室的必要访问权，或确保其参与我们的相关调查（例如进行自我评估）。

Contractor recognises that the principles of the Supplier Code of Conduct are mandatory part of our supplier audits and supplier evaluation and therefore grants necessary access rights to its premises and offices within normal business hours for any such Supplier audit or ensures participation in relevant inquiries by us (e.g. by means of self-assessments).

7.4 终止或暂停的权利

Right to termination or suspension

在承包商违反《供应商行为准则》规定义务的情况下，如果承包商在我方设定的合理期限内未纠正违规行为，我方有权暂停合同履行，或根据自己的判断决定解除或终止协议。在严重、持续或重大违规的情况下，无需设定期限，我方即可行使相关权利。

In the event of breaches by Contractor of the obligations set out in the Supplier Code of Conduct, we shall be entitled to suspend performance of the contract or, at its discretion, decide to resign from or terminate the Agreement, if the breach is not remedied within a reasonable deadline set by us. In cases of serious, persistent or repeated breaches, the deadline need not be set.

7.5 赔偿

Indemnification

除非能够证明自己不对违规行为负责，否则：

Unless it proves that it is not responsible for the breach:

在承包商违反《供应商行为准则》的情况下，承包商有义务支付由此违规行为导致的损害赔偿。

In the event of breaches by Contractor of the Supplier Code of Conduct, Contractor shall be obliged to pay damages resulting from such breach.

此外，承包商有责任赔偿我方因其违反《供应商行为准则》而产生的第三方索赔。

Further on Contractor is obligated to indemnify us against claims by third parties arising from a breach of the Supplier Code Of Conduct.

8 延期交付

Delivery Delay

8.1 您预计无法在约定的交货日期按时交货的，应立即向我们发送通知，说明延迟交货的原因和预计延迟时间。如您未履行此项通知义务，则无权将该障碍作为延迟交货的原因。

The Contractor shall immediately inform us by the notice, as soon as he can predict, that he will not be able to adhere to the confirmed delivery dates on time; the notice shall state the reason and the expected

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duration of the delay in delivery; if the Contractor fails to fulfill this notification obligation, then he has not right to refer to the hindrance as cause for the delay.

- 8.2 您因自身原因延迟交货的，我们有权要求您支付违约金，违约金标准为每延迟一日，支付订单价值的0.2%。但是，违约金累计不得超过订单价格的10%。您有权证明延迟交货无不利影响，或不利影响极小。我们有权保留违约金，直至最终付款。

In the case of a delay which is to be represented by the Contractor, we shall be authorized to demand a penalty for breach of Contract in the amount of 0.2% of the Order value (net) per day as minimum damage (compensation), at most, however, 10% of the Order value. The Contractor shall be entitled to prove, that no damage has occurred because of the delay, or that the adverse effects because of the delay are minimal. We shall be authorized to reserve for ourselves the penalty for breach of Contract until final payment.

- 8.3 如您未履行事先通知的义务，也未按照双方约定的货期交付，我们有权向您要求除上述7.2条款中的违约金之外，还需额外支付1000元/天的延迟费用。

If the Contractor has not fulfilled the obligation to notify us for the late delivery in advance and has not delivered the goods in accordance with the agreed delivery date by both parties, we have the right to request from the Contractor a delay penalty of 1,000 CNY/day in addition to the penalty specified in clause 7.2.

- 8.4 超出范围的索赔将不受影响，我们有权根据法律规定进行索赔。

Claims beyond the scope will not be affected, and we have the right to make claims in accordance with the law.

- 8.5 我们有权对由于您的延迟交付而带来的后果进行评估，并且可以在无任何违约责任的情况之下取消采购订单。在紧急情况下，我们有权与您协商后从他处订货，且您需要承担相应增加的产品成本以及物流费用。

We have the right to evaluate the consequences of the late delivery caused by the Contractor, and we have the right to cancel the Purchase Order without any liability for breach of contract. In an emergency, we have the right to order from another place after consultation with you, and you need to bear the corresponding increase in product and logistics costs.

9 保密、广告和文件

Confidentiality, Advertising, Documents

- 9.1 我们的施工图、计划、文件、模型、电子数据载体、图纸和其他文书应归我们所有，且应始终严格保密。未经我们同意，任何人不得将此类资料披露给第三方。

Constructional drawings, plans, papers, models, electronic data carriers, drawings and similar documents of the enterprise shall remain our property and shall always be treated strictly confidential. They may not be made accessible to third parties without our consent.

- 9.2 您应对履行合同义务过程中知悉的所有其他信息严格保密。

The Contractor shall be committed and obliged to strict secrecy with regard to all other information, which becomes known to him in the context of his activity for us.

- 9.3 您有义务要求您的员工和你的供应商履行上述保密义务。

He shall be obliged to also impose these obligations upon his staff and his successor-contractors.

- 9.4 收到我们要求或完成订单后，您应归还或销毁（须提供销毁证明）我们的所有文件及其副本和抄录本。此外，您最迟应在服务提供之时移交对服务至关重要的记录、文件和档案，无需我们另行通知。

Upon request, as well as after completion of the Order, the documents, together with copies and transcriptions, shall be handed over to us or they shall be provably destroyed. All records, documents and files which are of importance for the Performance/Service, shall be handed over by the Contractor at delivery of the Performance/Service, at the latest, without having been asked to do so.

- 9.5 您在广告等宣传材料中使用我们的名称或者标识的，应事先获得我们的同意。

If you use our name or logo in advertisements and other promotional materials, you should obtain our consent in advance .

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9.6 订单还要求提供其他文件或类似证明的，您最迟应在交付产品或提供服务之时提供该等文件或证明。

If the provision of documentation or of similar credentials has also been agreed on in the context of the Order, then the Contractor shall submit such as quickly as possible, at the latest, however, at the delivery of the products or at the performance of the service.

10 保险

Insurance

您应履约过程您或您的员工和/或您的供应商造成的损害投保足额（责任）保险，并根据我们要求提供保险凭证。保险费用由您自行承担。在合理适当的情况下，您还应自费投保足额的运输保险。

For damage caused by his performances, his staff and/or his subcontractors, the Contractor shall effect a sufficient (liability-) insurance at his own expense, the existence of which shall be accounted for by submission of evidence upon request. The Contractor shall furthermore, if reasonable and appropriate, effect a sufficient transportation insurance at his own expense.

11 不可抗力及劳资争议

Force majeure and labor disputes

11.1 不可抗力的定义按照国际商会发布的《不可抗力及艰难情形条款2020》及相关指导文件。

The definition of Force Majeure shall be in accordance with the "ICC Force Majeure and Hardship Clause 2020" and its guideline announced by the International Chamber of Commerce (ICC)

11.2 如果我们的企业运营中出现了不可抗力或法律、政策因素、相关政府部门调查(环保禁令除外)、仲裁、诉讼、客户取消订单等干扰因素，那么在干扰期中及其影响范围内将不受验收义务和支付义务的约束。对于服务中断以及由于不可抗力或劳资争议而产生的损失，我们将不承担任何责任。

If there are interference factors such as force majeure or legal and policy factors, investigations by relevant government departments (except of environmental protection bans), arbitration, litigation, customer cancellation of orders, and other interference factors in our business operations, we will be released from our delivery acceptance and payment obligations for the duration of the disruption and in the scope of the disruptions effect. We assume no liability for service disruptions and damages caused by force majeure or labor disputes at our company.

11.3 如果因为不可抗力或劳资争议法律、政策因素、相关政府部门调查（环保禁令除外）、仲裁、诉讼、客户取消订单等干扰因素，导致服务/交货延误而对我们不再可用,我们可以全部或部分解除所订购货物/服务的验收义务,甚至有权撤销合同。

If due to force majeure or labor disputes, legal and policy factors, investigations by relevant government departments (except environmental protection prohibitions), arbitration, litigation, customer cancellation of orders, and other interference factors, the service/delivery is delayed, and it is no longer available to us, we can all or partially relieve the obligation of inspection and acceptance of ordered goods/services, and even have the right to cancel the contract.

12 履行地，司法管辖权，适用法律

Place of performance, legal venue, applicable law

12.1 除非另有明确约定，交货义务的履行地是我们指定的送货地址或使用地点，对双方其他的义务，则为埃斯杰贝变压器（常州）有限公司的厂址：中国江苏省常州市金坛区兴明西路59号。

Unless something to the contrary has been expressly agreed, the place of performance for the delivery obligation shall be our designated shipping address or utilization site; for all other obligations of both parties, the place of performance shall be the location of SGB Transformers (Changzhou) Co., Ltd Xingming West Road 59, Jintan, Changzhou, Jiangsu Province, PRC.

12.2 合同关系中的各个合同方之间如有争执，司法管辖区为中国江苏常州。

The jurisdiction for any disputes between the parties under the contract is Changzhou in Jiangsu, China.

12.3 对于您与我们之间所有的法律关系，只适用中华人民共和国的法律。

For all legal relations between you and us, only the laws of the People's Republic of China apply.

12.4 当单个合同条款无效时，其他条款仍旧有效。无效条款将被那些具有相近目的和财务意义的有效条

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款替代。

In the case of the invalidity of individual clauses in the contract, the validity of the other clauses of the contract remains unaffected. Ineffective clauses are to be replaced by those which most closely replicate the purpose sought and its financial significance.

12.5 本条款与条件的任何内容不得影响举证责任的分配，无论是法定还是司法判决中的举证责任。

The distribution of the burden of proof, be it statutory or by judicial decision, shall not be changed by any of the clauses agreed in these provisions.

13 语言

Language

此文件以中、英两种语言书就。两种语言版本应具同等效力。若两种文本之间出现歧义，应以中文版本为准。

This document is written in English and Chinese. The Two versions shall be equally valid. In case of discrepancies between the Two versions, the Chinese language version shall prevail.

14 合同有效期

Duration Period of the Contract

14.1 合同有效期由双方另行商定。

The duration period of the Contract shall be separately negotiated by the parties.

14.2 双方基于正当理由特别终止/撤销合同的权利不受影响。我们有权特别终止/撤销或解除合同，尤其是在以下情况下：

The right to extraordinary termination / cancellation for good cause shall remain unaffected. We shall have the right to extraordinary termination / cancellation or to rescind the Contract particularly in the following cases:

- 资产发生实质性恶化，且您未在合理宽限期内对其进行补救，或您未在合理宽限期内通过提供足够的担保或通过同时履约消除该等恶化的影响。

Essential deterioration of the assets of the Contractor, which he has not remedied after expiry of an adequate period of respite, or which the Contractor has not eliminated within an adequate period of respite by provision of sufficient securities or by contemporaneous performance

- 您破产或资不抵债（负债超过资产）。

Insolvency or excessive indebtedness (liabilities exceeding the assets) of the Contractor

15 可分割性

Severability Clause

15.1 本条款与条件的任何规定完全或部分无效的，不得影响本条款与条件其他规定的效力。双方应协商拟定在财务方面可基本实现无效条款预期目的的替代条款。

If individual provisions of these Terms and Conditions should be completely or partly ineffective or void, then the remaining provisions shall remain unaffected thereof. The contracting parties shall be obliged to agree to an arrangement by which the intended purpose of the ineffective or void provision is fundamentally achieved in terms of finance.

15.2 我们仅出于业务相关目的使用您的数据，且我们使用您的数据应符合相关数据保护条例的规定。

We attend and process all data of the Contractor exclusively for purposes arising in the course of business affairs, and in accordance with the respectively valid data protection regulations.

II. 特别规定部分

Special Provisions

1 验收、缺陷/投诉通知和检查

Acceptance and Notification of Defects / Complaints, Inspections and Examinations

1.1 指定的验收测试应正式进行。仅使用或利用（尤其是在试运行等过程中）并不构成验收。

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Required acceptances shall always be carried out formally. The mere taking into usage or utilization (particularly in test - runs etc.) shall not constitute an acceptance.

- 1.2 我们没有义务对货物的潜在缺陷进行检查和申斥。但是，我们有义务根据交货单，对货物运途损坏进行最低限度的检查；您有义务对货物进行最终检查，并与我们签订质量保证协议。

An incumbency for our part to examine and reprimand concealed defects. We shall be obliged to conduct minimum inspections with reference to the delivery note and with regarding to damages in transit; the Contractor shall be obliged to conduct final inspections of the goods, and he shall conclude a quality assurance agreement with us.

- 1.3 双方未签订质量保证协议，或货物存在明显缺陷的，如您在我们收到货物或发现缺陷（如为潜在缺陷）后七（7）个工作日（不含周六）内收到我们申斥，即代表我们已及时申斥。

In case that there is no quality assurance agreement on hand, or that there are obvious defects, then our reprimand shall in any case be regarded as punctual, if it has been received by the Contractor within 7 working days (without Saturdays), calculated as of receipt of goods, or regarding concealed defects, as of discovery.

- 1.4 我们可随时自行检查您的服务，或委派第三方以合理的方式检查您的服务。经我们询问，您应允许我们进入您的运营设施或履约地点。您应提供我们或第三方检查所需的合理支持（尤其是提供技术熟练的辅助人员）。此类检查和检验不构成法定验收，也不解除您的合同义务。

We shall, at any time, be entitled to inspect the Performances/Services of the Contractor ourselves or to have them inspected by third parties in reasonable manner. Upon enquiry, the Contractor shall grant us access to his operational facilities or places of performance. He shall render all required and reasonable support (particularly the provision of skilled and proficient auxiliary staff). Inspections and examinations do not constitute an acceptance as contemplated by law, and they shall therefore not relieve the Contractor from his contractual duties.

2 采购产品和服务的质量保证

Warranty for Purchase Contracts and for Contracts for Work and Labor

- 2.1 您应保证您交付的产品和提供的服务不存在影响产品/服务价值或适用性的缺陷，符合最新技术水平要求、订单条款和条件及其他质量保证和有关部门的最新规定，符合有效的法律和技术安全要求和相关事故预防规定，且可满足预期用途。

The Contractor shall warrant, that his deliveries and Performances/Services are not afflicted with faults affecting their value or their suitability, that they correspond with the latest state-of-the-art technology, with the Terms and Conditions indicated in the Order, as well as with the other assured qualities, the latest regulations of the authorities, that they meet the respectively valid legal- and technical safety requirements and the relevant Regulations for the Prevention of Accidents and are fit for the intended purpose.

- 2.2 如您交付的产品或提供的服务不符合要求，我们可要求您（由我们自行选择）重新交货或消除缺陷（后续履行）。您未能满足后续履行要求的，我们有权降低价格或解除合同。您延迟消除缺陷，或等待过程可能会给我们带来无法承受的巨大损害的，我们可自行或委派第三方消除缺陷，由此产生的费用由您承担。但这不影响我们的进一步索赔。

11.2 If the deliveries and Performance/Services are unsatisfactory, then we shall, at our discretion, be authorized to require the renewed delivery or the elimination of the defect (Subsequent Performance), as well as, after the failing of the Subsequent Performance, a reduction of the price or to rescind the Contract. If the Contractor is in delay with the elimination of the defect, or if waiting for the improvement would impose upon us the unbearable threat of exceptionally high damages, then we shall be authorized to eliminate the defect ourselves, or to have it eliminated by third parties, at the expense of the Contractor. Further claims shall remain unaffected.

- 2.3 保修义务产生的所有费用应由您承担，尤其是故障诊断费、拆卸费、组装费、差旅费、运输费、包装费、保险费、关税和其他税收、检查和技术验收费用等。

All costs arising with the warranty obligation, particularly charges for fault diagnosis, dismantling, assembly, traveling expenses, transportation, packing, insurances, customs and other public duties,

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examinations and technical acceptances, shall be borne by the Contractor.

- 2.4 您交付的产品或提供的服务部分不符合要求的，我们有权根据上述规定对整个订单或其任何部分提出索赔。

If the deliveries and Performances/Services are partially unsatisfactory, then we shall be entitled to optionally assert the claims as stipulated above with regard to the whole Order or to a part thereof.

- 2.5 如收到缺陷/投诉通知，保修期将根据收到缺陷/投诉通知至消除缺陷之间的时间间隔而相应延长。您更换全部或部分货物，或重新提供服务的，相应部分的保修期应重新开始计算。

In case of a notification of defects / complaint, the warranty period shall be prolonged by the period of time between the notification of defects / complaint and the elimination of defects. If the delivery item is replaced completely or in part, or if the Performances/Services are rendered anew, then the warranty period for the corresponding part shall commence once more again.

- 2.6 如果没有任何其他的书面的额外约定，您应该在交货或验收后二十四（24）个月内提供保修服务，且保修期不得小于法律规定期限。在我们与您协商保修索赔期间，保修期应暂停。您在后续履约中维修或重新交付产品的，相关保修期应重新开始计算。

If there is not any other agreement in written, The Contractor shall provide warranty for the duration of 24 months after delivery or acceptance, at least, however, within the periods as provided by law. The limitation period shall be inhibited for as long as we are in negotiations with the Contractor regarding the existence of a warranty claim. In as far as the delivery item is repaired or delivered anew in the context of Subsequent Performance, then the limitation shall, in this respect, commence once more.

3 知识产权和所有权

Intellectual Property, Proprietary Rights

- 3.1 我们应单独享有作为合同标的您提供的服务的所有用益权，尤其是与发明和改进相关的用益权，无需为此支付额外费用。此项规定同样适用于使用权。您应根据我们的要求，将相关的专利和许可权免费转让给我们。

We shall, exclusively and without additional costs, be entitled to all rights of usufruct in connection with the Performances/Services of the Contractor, which are subject matter of the Contract, particularly with regard to inventions and improvements. The same shall apply for utilization rights. Any perhaps relevant patents and licensing rights shall be transferred to us free of charge upon request.

- 3.2 您应确保您交付的产品不侵犯任何第三方的权利。您交付的产品侵犯任何第三方权利，导致我们受到第三方索赔的，您应免除/赔偿我们因此产生的损失。您应在收到我们要求后立即支付该等赔偿。该等赔偿义务涵盖我们因第三方索赔而产生的或与之相关的所有费用和支出。此类索赔的时效期为十（10）年，从相关合同签订之时开始计算。

12.2 The Contractors shall be accountable, that no rights of third parties are violated in connection with their delivery. If we are approached by third parties for such reason, then the Contractor shall be obliged to exempt / indemnify us from these claims. The exemption shall be issued upon first request. This exemption - obligation also refers to all charges and expenditures which we necessarily incur, caused by or in connection with the claims of a third party. The limitation period for these claims shall be ten years, and it shall commence with the conclusion of the respective Contracts.

4 追索权

Recourse

- 4.1 您交付的产品或提供的服务因生产者责任、产品责任或其他责任事实或因素而存在缺陷，导致我们以及我们的客户或者相关方受影响的，您应免除/赔偿我们的损失和责任，前提是该等缺陷是因您的原因造成。您应在收到我们的要求后立即支付该等赔偿。

If we, our customer or any other parties related to us are approached because of a defect of the object delivered or of the Performance/Service provided by the Contractor due to producer's liability, product liability, or due to other liability facts or elements, then the Contractor shall exempt / indemnify us from the liability resulting from the defect, in as far as he is responsible for the defect. The exemption shall be issued upon first request.

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- 4.2 在这种情况下，您还应退还因产品召回行动而产生的或与之相关的费用。在合理可行的情况下，我们将立即告知您行动的内容和范围。该等费用的退还不影响我们的进一步索赔。

Within this circumstance, the Contractor shall also be obliged to refund any charges, which arise from or in connection with a product recall action. In the context of reasonableness and as possible, we will immediately inform the Contractor regarding the contents and scope of the action. Further statutory claims shall remain unaffected.

- 4.3 我们因您交付的货物存在缺陷而受到其他形式的影响的，我们将有权根据相应的法律法规向您追索。当且仅当我们之前已获得同等追索赔偿时，该等追索权不适用。

If we are otherwise approached because of a defect of the object delivered by the Contractor, then we shall be entitled to recourse against the Contractor according to the applicable regulations and the law in full extent; an exception hereto can only be made, if we have been previously granted equal compensation for the recourse claim.

5 您的其他责任（所有类型的合同）

Other Liabilities of the Contractor (for all types of Contracts)

如在个别情况下双方未达成其他协议，则您应按照相关法律法规的规定承担责任。

The Contractor shall be liable as specified in the authoritative statutory regulations, provided that no other agreement has been concluded in the individual case.

6 我们的责任

Liability of the Client / Customer

- 6.1 我们或我们的授权代理人或法定代表故意或因重大过失违反我们的责任，或我们被指控对生命、身体或健康造成损害的，我们将根据法律规定承担责任。因我们的原因造成缺陷的，我们同样将根据法律规定对担保和质量保证承担责任。此外，因为我们的疏忽导致违反基本合同义务的，我们将对合同引起的可预见损害负责。除此之外，我们将不承担任何其他责任。

We shall be liable in accordance with the statutory regulations, in as far as we or our vicarious agents or legal representative infringe / contravene our duties deliberately or by gross negligence, or if we are charged with a liability concerning the injury of life, body or health. The same shall apply for the assumption of a guarantee and for the assurance of a quality, if a defect pertaining to such should initiate our liability. In addition, we are liable in the case of simply negligent breach of essential contractual obligations to the contractually foreseeable damage. Any further liability is excluded.

- 6.2 上述规定相应适用于费用赔偿情况。但举证责任的分配不受影响。

The preceding provisions shall also apply accordingly in cases pertaining to the reimbursement of expenses. The distribution of the burden of proof is not intended.

7 材料和零部件的供应

Supply of Materials and Components

- 7.1 我们向您提供零部件的，零部件的所有权归我们所有。我们的材料和零部件应单独存放，并特别注明/标记为我们的财产。我们的材料和零部件的使用应经我们批准，且仅可用于我们的订单。我们提供的材料或零部件发生损失或减值的，您应予以赔偿。

In as far as we provide the Contractor with parts, we reserve for us the property rights thereto. Provided materials and components shall remain our property, they shall be stored separately and shall be particularly indicated / marked as our property. The use of such shall be permitted only for our Orders. Compensation shall be paid in case of a decrease in value or of loss.

- 7.2 您对我们的货物进行加工或改造的，由此产生的产品之全部价值应归我们所有，且我们应被视为该等产品的制造商。如在加工或改造第三方货物时，货物所有权归该第三方所有，则我们应有权根据该等货物的公允价值按比例获得共同所有权。我们的材料与其他方材料混合或合成的，我们同样将根据前述规定获得产品的共同所有权。如采用的加工方式将承包商材料作为主材料，则您应同意按比例给予我们共同所有权。您应按照行业惯例，妥善保管我们的财产。

The reservation of title shall be extended to also include, in full value, the products resulting from the processing or the restructuring of our goods, whereas these procedures are carried out for us, so that we are regarded as manufacturers. If, in the course of processing or restructuring of goods of third parties

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the right of ownership of such third parties should remain with those third parties, then we shall acquire co-ownership in proportion according to the impartial values of these goods. We shall also acquire co-ownership in the relationship as just described in case of intermixing or compounding of our objects with other objects. If the process is carried out in such manner, so that the object of the Contractor is considered as the principal object, then it shall be agreed, that the Contractor shall assign to us a proportionate share of co-ownership.

The Contractor shall keep our property in safe custody, applying the care customary in the trade.

- 7.3 我们的风险保护权的估计价值超过受保护应收款价值50%以上的，超出的风险保护权应免费。具体选择由我们负责。仅您有权进行运输时，本条款才适用。

In as far as the estimated value of our rights to protection from risks exceeds the value of the protected receivables by more than 50%, the exceeding rights to protection from risks shall become free. The selection of which shall be incumbent upon our decision. This release regulation shall only apply if the Contractor is entitled to conveyance.

8 您的所有权的保留

Reservation of Title of the Contractor

除非个别情况下双方另有约定，否则您交付产品后，产品所有权将不再归您所有。您交付的产品涉及第三方权利的，应立即告知我们，无需我们另行要求。

In as far as nothing else has been agreed in the individual case, the deliveries of the Contractor shall be carried out without reservation of title. Rights of third parties to objects which are to be delivered by the Contractor shall be disclosed to us without having been asked to do so.

III. 关于您外包供应商和雇佣员工的补充规定

Supplementary Provisions for the Employment of Subcontractors and Staff of the Contractor

以下补充规定适用于不在行业立法/劳动法规定服务范围内的您的工作或服务（通过内部或外部员工提供）

These supplementary provisions shall be applicable for the performance of work or services by the Contractor (by means of own or external staff), which are not to be classified as Performances/Services concerned by or subject to Industrial / Labor Legislation.

1 您的员工

Staff of the Contractor

- 1.1 您应保证所有员工均拥有熟练的技能，所雇佣的员工数量足以实现合同目的。

The Contractor shall warrant, that he only employs skilled and proficient staff, that the number of staff members employed is sufficient for the attainment of the contractual purpose.

- 1.2 您的员工引起第三方索赔的，您应确保我们免受影响。

The Contractor shall exempt us from all claims of third parties, which are to be attributed to the deployment of his staff.

2 您的供应商

Subcontractors of the Contractor

- 2.1 经我们的事先同意后，您可雇佣供应商。

The Contractor may employ subcontractors after our previous consent.

- 2.2 您应确保所雇佣的供应商拥有熟练的技能，并保证供应商遵守与我们有关的同等合同要求和规范。

19.2 He shall ensure, that he employs only skilled and proficient subcontractors, that these subcontractors are subjected to the same contractual requirements and specifications as he is in relation to us.

- 2.3 即使我们同意您雇佣供应商，您仍应对供应商的行为全权负责。供应商是您的代理人。

The Contractor shall be liable in full extent for these subcontractors, also if we have given our consent to their employment. Subcontractors are vicarious agents of the Contractor.

- 2.4 您雇佣供应商引起第三方索赔的，您应确保我们免受影响。

19.4 The Contractor shall exempt us from all claims of third parties, which are to be attributed to the

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employment of subcontractors.

3 工作条例和法律法规的职责

Work Regulations, Duties under Public Law

- 3.1 您及其您的员工和您的供应商应遵守工作场所的有效工作条例（安全条例等）。如有疑问，我们可随时提供条例内容。

The Contractor and his staff, or his subcontractors, shall observe the Work Regulations (Safety Regulations, etc.) in force and effect at our premises. We will gladly provide these regulations at any time upon enquiry.

- 3.2 在提供产品和服务时，您的员工和您的供应商应遵守履约地法律法规的所有相关规定（包括工业安全法规、最低工资规定等）。

In carrying out the Performances/Services, the staff or the subcontractors of the Contractor shall comply with all regulations provided by public law of the respective place of performance (e.g. industrial safety regulations, minimum wage etc.).

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