

采购通用条款 (2013/10)

(1) VALIDITY

效力

Unless otherwise expressly agreed in writing, the terms and conditions set forth herein ("purchasing terms") shall apply subordinately and in addition to the respective purchase order. General terms and conditions or forms ("GTC") of the supplier shall by no means be accepted or govern the purchase agreement, independent of whether we knew them or not, whether we have contradicted their validity or not and irrespective of whether they are contradictory to our purchasing terms or not. Even the unopposed acceptance of the delivery or execution of the agreement by us shall not be construed as an acceptance of the supplier's GTC. In case of continuous business transactions, our purchasing terms shall be applicable even without special reference to the said.

除非另有书面明文规定，本文中规定的条款和条件（采购条款）应适用于其从属的采购订单及并作为各自采购订单的补充。供应商的通用条款或者通用格式（“通用条款”），无论我方知悉与否，也不论其我方是否否认其效力，是否与我方的采购条款冲突，均将不应被接受或者适用于采购协议。即使我方没有反对地接受了交货或者签订了协议，也不应被解释为我方接受了供应商的“通用条款”。在长期的持续性的商业交易条件下，即使没有特别提及，我方的采购条款也应当予以适用。

(2) ORDERS / OFFERS

订单/报价

Inquires shall always be without commitment, unless explicitly stated to the contrary in writing. The supplier shall diligently check all data contained in the inquiry or in the order, including but not limited to the technical requirements and conditions, other descriptions, specifications and data with respect to the technical feasibility and fitness for the intended purpose, and shall inform us without delay of any circumstances which could frustrate, aggravate or delay the execution of the purchase agreement and/or the intended use of the supplied goods and/or services. This shall also apply to any subsequent modification or amendment of the purchase agreement. The supplier shall be bound to his

offer at least 14 days upon receipt thereof. Any costs incurred in connection with the preparation and submittal of the offer (including cost estimates) shall always be borne by the supplier.

除非具有相反的书面明示，询价不具有任何承诺。供应商应当勤勉地检查询价或者订单中的所有数据信息，包括但不限于预定目的与技术可行性及适当性有关的技术要求、条件、描述、说明、数据及描述。对于有可能阻挠、恶化或延迟采购协议的执行或/及阻挠、恶化或迟延欲购买的商品/服务的使用时，供应商应当毫不迟延地通知我方。此要求同样适用于任何后续的采购协议的修订。供应商应在我方收到报价后的至少十四天之内保持该报价不变。与准备和提交报价（包括成本估算）相关的所有费用由供应商承担。

(3) FORMATION OF CONTRACT

合同形式

The purchase agreement shall be effective upon receipt of our purchase order by the supplier, at the earliest. In case of discrepancies between the offer and our purchase order, the latter shall prevail, unless the supplier objects to such discrepancy within 14 days upon receipt thereof, but latest in the course of execution of the purchase order. If the order confirmation of the supplier contains amendments or deviations to our purchase order, the said shall be considered not written, unless the supplier has explicitly pointed out to these amendments or modifications. In any case, the effectiveness of the purchase agreement shall require our explicit and written approval of such modifications or amendments; tacit acceptance of the delivery shall not be considered an effective approval. As long as the supplier has not completely fulfilled his obligations under a purchase agreement, we shall be entitled to request modifications inclusive of modifications of the goods or services, unless this would be unreasonable.

采购协议最早应当自供应商接到我方的采购订单时生效。如果报价与采购订单不一致时，以采购订单为准，除非供应商在接到采购订单后的14天内就不一致提出异议，但最迟应在采购订单执行前。如果供应商对我方的采购订单的确认中对订单有修订或者变更，除非供应商明确指出这些修订或者变更，否则将不被视为书面修改。在任何情况

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下, 采购协议的修订或者变动必须以书面形式明确同意, 对交货的默示接受不视为有效力的同意。只要供应商没有充分地履行其在采购协议中的义务, 我方有权在合理范围内要求变更产品或者服务。

(4) DELIVERY ITEM (GOODS OR SERVICES)

交付 (产品或服务)

Unless more specified in the purchase order, the delivery items shall be state-of-the-art, shall be made of first-class quality material, and shall be in compliance with the relevant law provisions, regulations, directives and other national and international technical standards. Documentations and operating instructions shall be issued in hard-copy and electronic version (PDF) in compliance with the agreed specifications; for lack of such specifications, the technical documentation shall be issued in accordance with common practise. If public-law provisions for the protection of consumers, employees or the environment stipulate the marking, the preparation and issuance of declarations of conformity, of declarations of compliance, of operating and mounting instructions, et cetera, the supplier shall prepare and issue the said accordingly. The seller shall keep available spare parts for a period of at least 10 years after the delivery. The spare parts shall be supplied at serial price.

除非在采购订单中有更为明确的说明, 交付的货物应当工艺良好、质地精良, 符合相关法律、法规及国家、国际技术标准。相关资料文件及使用说明应当按照约定的要求采用书面及PDF形式; 如果无明确要求, 技术性文件应当按照惯例提供。如果公法出于保护消费者、雇员或环境要求对标明、准备并提供符合标准声明、合规性声明、操作及安装说明等作出规定的, 供应商应当依据法定要求准备并提供这些资料。卖方交货后至少应当在10年内提供备用部件。备用部件也应采用协议价格。

(5) PRICES

价格

Except as expressly otherwise agreed, the prices shall be considered inclusive of all duties, customs and incidental expenses; incidental expenses shall include

but not be limited to the costs for packaging, loading, transport and the procurement of export and import permits. Unless otherwise agreed, the prices shall also include the redemption and correct recycling and disposal in keeping with the manufacturer's obligation of redemption and disposal, in particular of old electrical and electronic devices. Prices shall always be considered fixed prices. Escalator clauses and the like are not acceptable.

除非另有明确约定, 价格中已包括了所有的关税、税费及附带性费用; 附带性费用包括但不限于包装、装卸、运输及进出口许可等费用。除非另有约定, 价格还包括了与制造商回收处置义务相应的回收、正确回收利用及处置费用, 尤其是陈旧的电气、电子设备的回收处理费用。价格一般为固定价格, 不接受涨价及类似条款。

(6) DELIVERY TIME

交货时间

Time is of the essence. Dates of delivery must be strictly observed. We shall not be obligated to accept deliveries prior to the delivery date specified in the purchase order. In the event of delay in delivery the supplier shall pay a penalty to the amount of 1 per cent of the total delivery value for each calendar day of the delay, which shall not exceed a total of 5 per cent for each case of delay. Except in cases of Force Majeure (q.v. Section 17), the penalty accrues regardless of the supplier's fault or negligence and irrespective of actual damages incurred by us. However, we shall not be deprived thereby of our right to claim exceeding damages for delay in performance. The supplier shall inform us immediately in writing about any foreseeable delay and all consequences resulting therefrom. If he does not comply with this obligation, he will no longer be entitled to cite that he was not responsible for the delay; we shall then be entitled to cancel the purchase agreement with immediate effect.

时间是核心要素, 必须严格遵守交货时间。我方无义务接受任何早于采购订单规定的交货日期的的交货。供应商迟延交付时, 每迟延一个日历日, 按照应交付货物价值的1%支付违约金, 但每次迟延支付的违约金总额不超过货物价值的5%。除不可抗力 (参见第17部分) 之外, 迟延交付的

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违约金累计计算与供应商的过失、过错及我方遭受的实际损害无任何关联，不受后者影响。我方仍有权就因迟延交货而遭受的超出违约金范围的损害要求赔偿。供应商对任何可遇见的迟延交货及一切相关后果应立即以书面形式通知我方。如供应商违反此义务，将无权就此迟延要求免责；我方有权立即取消采购协议。

(7) DELIVERY

交货

The delivery term set forth in the respective purchase order shall be construed in accordance with the respective applicable Incoterms. Partial deliveries shall require our previous approval. The packaging shall be in accordance with environmental and transport requirements; the packaging and filling material has to be homogeneous and recyclable. Deliveries of spare and wear parts shall be made in suitable individual packaging. The shipping bill shall be provided free of charge with a customs invoice (in duplicate) as well as a certificate of origin (declaration of origin, movement certificate, et cetera) for favoured import customs clearance. The consignment shall be accompanied by a delivery note containing all order data as well as data on gross and net weight. We further expect the proper issuance of "Supplier's Declarations" for products in accordance with the relevant Council Regulations (EC). In case of use of long-term supplier declarations, the supplier shall notify us unsolicited in case of any changes of the originating status.

交货条款分别在各个订单中予以明确，应根据国际贸易术语解释通则解释。部分交货应事先取得我方同意。包装应符合环保及运输要求，包装及填充材料必须一致并可回收利用。配件和易损件在交付时应适当地单独包装。提供发货清单时应免费一并提供关税发票（一式二份）及原产地证书（原产地证明、移运证明等类似证明），便于办理进口清关手续。托运时应一并提供交货说明，注明订单中的所有数据包括毛重、净重。我方进一步希望供应商就产品符合相关欧盟规定的要求（EC）签发“供应商声明”。在我方长期信赖使用供应商的声明的情况下，供应商原有地位及状态有变化时，应主动通知我方。

(8) GUARANTEE

ENGEL Machinery (Shanghai) Co., Ltd
恩格尔机械（上海）有限公司
<http://www.engelglobal.com>
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保证

The supplier covenants that the delivery item will be manufactured in conformity with Section 4 and guarantees that no defects or faults in the delivery item will occur within a period of thirty months from the date of acceptance by us. If a defect can be remedied, it shall be at our discretion to decide whether the remedy shall be by replacement or repair, or carried out by ourselves or by a third party at the suppliers cost and expense. Any and all costs incurred in the course of the remedy, including but not limited to costs for disassembly and assembly, transport, travelling, work and material as well as all costs for determination and rectifying the defect shall be solely borne by the supplier, irrespective of his fault or negligence. Legal obligations with respect to the examination of the delivery and the obligation to give notice of defects shall be limited to the extent defined in Section 12. If there are more than three per cent (3 %) parts of the delivery batch showing the same or a similar defect, we shall be entitled to return the entire delivery batch.

供应商保证交付的货物的制造符合第4部分要求，并保证在我方验收之日起30个月内产品无缺陷。如缺陷可修补，我方有权自由决定修补或者更换，或在供应商承担费用情况下我方修补更换或委托第三方修补更换。无论供应商是否有过失、过错，产生的一切相关修补费用，包括但不限于拆卸、组装、运输、差旅、工时、材料以及确定及修补产品缺陷产生的等全部费用均由供应商独自承担。相关的验货及通知产品缺陷的义务应当仅限于第12部分内容。如果每批交付的产品中超过3%出现同样及类似缺陷，我方有权就整批货物予以退货。

(9) RIGHTS OF THIRD PARTIES

第三方权利

The supplier guarantees that the delivery item is free from any rights of third parties, in particular from intellectual property rights (industrial property rights, copyrights or associated property rights), and that the ownership or the use of the delivery item is not infringing property rights or related applications of a third party anywhere in the world. The supplier shall indemnify us

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and our customers concerning any third-party claims and shall obtain free of charge the required permissions (licenses) or, as the case may be, shall modify the delivery item in keeping with the contractual targets so it becomes non-infringing.

供应商保证交付的货物不侵犯任何第三方权利，特别是知识产权（工业产权、版权或者相关财产权利），并保证所交付货物的所有权或者其使用不会侵犯世界上任何地区的第三方产权或者相关权利。供应商应对我方及我方的客户就受到任何来自第三方的索赔予以赔偿；如需要，供应商应免费提供所需的许可（证照），或者根据合同目标修改交付货物使其不侵犯他人权利。

(10) INVOICING

发票

The supplier shall submit invoices in duplicate. The invoices shall contain all order and delivery data and shall meet all legal requirements. In addition thereto, the invoices shall be categorized according to the purchase orders. If the parties agreed upon a settlement on a time and material basis, the supplier shall attach the respective time sheets to the invoice. Invoices which infringe public-law provisions shall be considered not submitted.

供应商应提供一式二份的发票。发票应包括订单及交货的所有信息，并符合法定要求。而且，发票应当根据采购订单予以归类。如果双方在时间和材料的基础上约定了结算，供应商应在提供发票时另附相关的时间表。发票违反公共法律时应视为发票未提供。

(11) TERMS OF PAYMENT

支付条款

Payment terms, including cash discount periods, shall not start to run before receipt of the respective invoice. The payment shall not indicate the acknowledgement of the correctness of deliveries or services, and thus it does not operate as a waiver of any of our rights and remedies, we may have hereunder or at law. We shall have the right to offset and deduct any amounts resulting from counterclaims towards the supplier or any of its affiliated companies from the payment of any due

amounts. The assignment of payment claims shall be permitted only with our previous written consent.

支付条款，包括现金折扣期，在未收到相应的发票前不得开始生效。支付不表明对交货或服务的完全履行予以了确认，也不视为对任何我方对本合同依法享有的权利、救济的放弃。我方有权就供应商或其关联公司的反诉从任何应付款项中进行抵销或抵扣。只有经我方事先书面同意，要求支付货款的债权方可转让。

(12) QUALITY ASSURANCE / TERMS OF ACCEPTANCE

质量保证/验收条款

The supplier shall guarantee that all public-law provisions (as well as national and international public-law provisions) for the protection of consumers, employees or the environment are duly observed in the manufacture of the delivery item; especially those provisions applicable at the named destination, but not less than those relevant provisions of the European Union. If the delivery item contains chemicals, and if the said are included in the scope of application of the REACH directive (EU Directive 1907/2006), the supplier has to prove their registration; he guarantees that the intended use of the delivery item is covered by the registration, and shall provide us with all safety-related information (safety data sheet). The supplier shall inform us about any sub-supplier charged in connection with the manufacture of the delivery item. The supplier shall not charge sub-suppliers with the production of, or buy from sub-suppliers, parts, which are critical for the function or safety of the delivery item without our prior written approval. In case of job order production or parts, which are manufactured in accordance with drawings, our technical terms shall apply. The supplier shall at all times supervise the quality of its goods and services. The supplier shall comply with the relevant quality assurance agreement, if any. The supplier must maintain written records for all goods delivered to us, such records have to reflect when, how and by whom the manufacture free of defects of the delivered goods has been ensured. The supplier shall obligate its own suppliers accordingly.

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Upon arrival, we (or our customer in the case of direct delivery) shall carry out an inspection only in order to evaluate the identity, quantity and obvious damages in transit. We shall not be obliged to carry out any further inspection and notification of defects. We reserve the right to carry out a system, process or product audit at the suppliers production plant without prior notification during normal business hours. We may demand that not-primary materials, parts of the delivery item or entire delivery items, which are procured from sub-suppliers, are included in the quality assurance system of the supplier. In this case, the supplier shall ensure that the audits mentioned hereinbefore can be carried out at the sub-suppliers production plants as well.

供应商保证在生产交付货物的过程中适当地遵守所有相关公法（国家及国际公法）的保护消费者、员工、环境的要求，特别是指定目的地的法律要求，至少不低于欧盟的相关法律要求。如果交付的货物含有化学品，且这些化学品属于《化学品注册、评估、授权和限制规定》（REACH）指导目录中适用的范围内（欧盟指导目录1907/2006），供应商必须证明其已注册登记，并保证交付货物的预期使用在注册登记范围内，并向我方提供所有的相关安全数据

（安全数据单）。供应商应通知我方承担交付产品生产的分供应商的所有信息。未经我方事先书面同意，供应商不得让分供应商负责生产应交付产品中对功能性、安全性非常关键的部件或是从分供应商处购买此等部件。按订单生产产品或部件，应当根据图纸要求进行，适用于我方的技术标准。供应商应全程监督管理以保证产品、服务质量。供应商应遵守相关的质量保证协议。供应商必须对所有交付的产品保持书面记录，这些记录必须能反映被交付的产品在什么时间、什么方式、由谁负责以确保无质量问题。供应商应以同等标准要求其分供应商。

到货时，我方（或者我方客户，在直接交货至我方客户时）应进行验货旨在评估产品类别、数量及运输中造成的明显的损害。我方无义务对产品进行进一步的检查和缺陷认定。我方保留无需事先通知在工作时间内到供应商生产工厂对系统、工艺、产品进行检查的权利。我方有可能要求来自分供应商的非主要原材料、交付货物的部件或整个交付货物纳入供应商的质量保证体系。在这种情况下，供应商应确保前述的产品检查在分供应商工厂也可以进行。

(13) PLACE OF PERFORMANCE, TRANSFER OF

TITLE AND RISK

履行地点、风险、权利转移

The risk as to price and performance as well as the title in the delivery item shall pass to us in accordance with the applicable Incoterm. However, if the purchase agreement provides for a formal acceptance, the aforementioned risks shall not pass prior to such acceptance. Place of performance is the place of destination specified by us.

价格和履约风险以及交付货物的所有权应根据适用的国际贸易术语解释通则的规定归属我方。但是，如果采购协议要求正式验收，则上述风险应在该正式验收之后归属我方。履行地点为我方指定的目的地。

(14) LIABILITY

责任

Except as otherwise provided herein, the supplier's liability shall be subject to the applicable law. The supplier shall neither disclaim nor limit his legal liability towards us. The supplier shall be liable for the fault of his sub-contractors or his suppliers as if it was his own fault. The supplier shall be liable especially for defective products regardless of culpability, if and when provided by the applicable law. If it turns out that the delivery item unavoidably causes a hazard for life, limb, health, property or environment, the supplier shall immediately recall the delivery item. Any costs incurred thereby to be borne by the supplier. The supplier shall provide us free of charge with a non-defective substitute and shall indemnify us from any costs incurred in the course of such recall.

除非另有规定，供应商的责任适用现行法。供应商不得否认也不得限制其对我方的责任。供应商有过错时应对其分供应商或分承包商的过错承担责任。供应商应根据现行法承担责任特别是产品缺陷承担责任，不论其是否具有可归责性。如果交付的产品不可避免地引起生命、身体、健康、财产或者环境损害，供应商应立即召回相关交付的货物。发生的一切费用供应商自行承担。供应商应向我方免费提供无缺陷的替代产品，赔偿我方任何因召回受到的损失。

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(15) INSURANCE

保险

The Supplier shall, at his own expense, provide and maintain with a reputable insurer (and provide written certificate(s) of insurance to us, if and when requested) reasonable and customary insurance coverage, including, but not limited to commercial general liability insurance including coverage for product liability. The Supplier agrees to maintain insurance coverage for product liability in the minimum amount of CNY 20,000,000.00 per occurrence. The certificate(s) of insurance shall, if requested by us, designate us as "additional insured".

供应商应自费向我方提供声誉良好的保险公司的保险并续保（如有需要，应向我方提供书面保单），保险范围应当合理及符合惯例，包括但不限于一般商业责任险，包括产品责任险等。供应商同意产品责任险的每次事故的保险责任范围不得低于人民币 20,000,000 元。如我方要求，供应商应将保险单移交给我方，将我方作为“附加被保险人”。

(16) BUSINESS ETHICS

商业道德

Prerequisite for any business cooperation shall be the strict compliance with the BME Code of Conduct published by the Bundesverband Materialwirtschaft, Einkauf und Logistik e.V. (BME) as amended (q.v. <http://www.bme.de/BME-Compliance-Initiative.compliance.0.html>) as well as compliance with all relevant laws, regulations, directives, and similar rules with regard to the aforementioned Code of Conduct. Any breach by the supplier of any of his obligations set forth in this Section shall be regarded as a serious breach of contract, which shall entitle us to terminate all purchase agreements not yet fulfilled with immediate effect and claim for all damages and losses incurred by such breach.

任何商业合作应当严格遵守德国联邦采购物流协会公布的 BME 行为准则，请访问 <http://www.bme.de/BME-Compliance-Initiative.compliance.0.html> 获得该行为准则的最新修订版本，并应遵守与上述行为准则有关的所有法律、法规、指导性文件和类似规则。供应商任何违反本部

分内容的行为被视为严重违约，我方有权立即终止所有未履行完毕的采购协议，并要求就因上述违约产生的所有损失、损害予以索赔。

(17) FORCE MAJEURE

不可抗力

Industrial conflicts, riots, acts of government and any other events that are unpredictable and unpreventable except both, us and the supplier, from the contractual obligations, in each case for such time as the impediment exists and within the scope of its effects. The party affected by the force majeure event must fully inform the other party and must make all reasonable efforts to limit the effects of such events. The party affected by the force majeure event must notify the other party without undue delay of the end of the force majeure event.

In cases of a long term inability to deliver, cessation of payments, the opening of an insolvency proceeding, the refusal to open insolvency proceedings due to insufficient assets or the commencement of comparable proceedings with respect to one of the parties the other party shall be entitled to rescind the contract with respect to the part that has not yet been performed. If one of the foregoing events occur with respect to the supplier, the supplier shall support us to the best of its abilities in our efforts to move the manufacture of the supplied item(s) to us or to a third party, which support shall include the granting of licenses to intellectual property rights to the extent such rights are necessary for the manufacture of the relevant product(s), such licenses to be granted on terms customary in the industry.

对于劳资冲突、暴乱、政府行为及其他任何不可预测、无法避免的事件，在其影响的时间及范围内导致合同无法履行的部分，双方均不承担责任。受到不可抗力影响的一方必须充分地通知另一方，并采取一切合理措施减少该不可抗力事件所产生的负面影响。不可抗力结束时，受到影响的一方应毫不迟延地通知对方

相关各方中一方长期无法交货、支付停止、破产程序开始、因资不抵债而拒绝开始破产程序或与任何一方有关的类似程序被启动时，另一方有权就合同未履行完毕的部分予以取消。如果供应商发生前述事件，应尽其所能支持我

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方将所供应的货物的生产转移至我方或第三方，该支持包括根据行业惯例授予与生产相关产品所必需的知识产权的许可。

(18) APPLICABLE LAW, ARBITRATION

适用法、仲裁

The contractual relationship of the parties shall be governed by and construed in accordance with the laws of the People's Republic of China. Any disputes arising out of or in connection with this purchasing terms and with any purchase agreements subsequently concluded hereunder Contract shall be settled through friendly consultations between the Parties. Disputes unable to be solved through negotiation within thirty (30) days after their occurrence, shall finally be submitted to the China International Economic and Trade Arbitration Commission (hereinafter referred to as The "CIETAC") for arbitration, acting on the basis of its arbitration rules in force at that time. The place of arbitration shall be Beijing. There shall be three (3) arbitrators, one (1) of whom shall be appointed by either Party, and one (1) of whom shall be appointed by CIETAC and shall serve as chairman of the tribunal. The arbitration proceedings shall be held in English. The arbitral award is final and binding upon both parties.

双方的合同关系应接受中华人民共和国法律的管辖并据其解释。本采购通用条款和任何随后订立的采购协议所产生的争议或相关的争议应由双方通过友好协商解决。如果在发生争议之后的三十（30）天之内，双方未能通过协商解决此争议，应将争议递交中国国际经济贸易仲裁委员会（以下简称为“CIETAC”），根据该仲裁委员会当时适用的仲裁规则进行最终仲裁。仲裁地点应为北京。仲裁员应为三（3）名，双方各自任命一（1）名仲裁员，另一（1）名仲裁员则应由CIETAC任命，并担任仲裁法庭的主席。仲裁应以英语进行。仲裁裁决应为最终结果并对双方产生约束力。

(19) CONFIDENTIALITY

保密

1. The supplier (i) shall hold in strict confidence all information, including without limitation drawings, documents, know how, samples, production devices, models, media (collectively, the "Information"), (ii) may

not make such Information available to third parties (including sub-suppliers) without our written consent and (iii) may not use such Information for purposes other than as determined by us. These obligations apply mutatis mutandis to copies and duplicates. This confidentiality obligation does not apply to information, of which the supplier can demonstrate (i) that the supplier had already obtained such information legitimately at the time of disclosure provided such information was not subject to a confidentiality obligation, (ii) that the supplier later obtains such information legitimately without being obligated to keep such information confidential or (iii) that such information is or becomes generally known without any breach of contract by the supplier. The supplier may not advertise its business relationship to us without our prior written consent.

We retain title and reserve all other rights (such as copyright) to the Information disclosed to the supplier. Copies may be made only with our prior written consent. Title to the copies passes to us at the time such copies are created. Supplier hereby agrees with us that the supplier stores the copies on behalf of our company as bailee. The supplier agrees to properly store at its expense all documents and other objects, including copies thereof, that were made available to supplier, to keep them in perfect condition, to obtain insurance for them and to return them to us or destroy them, in each case upon our request. The supplier has no right, on whatever grounds, to retain such objects. The supplier shall confirm the complete return or destruction of the relevant object in writing.

1、供应商应当：(i)对所有的信息严格保密，包括但不限于图纸、文件、技术诀窍、样品、生产装置、模型、媒介（统称“信息”）。(ii) 未经我方书面同意，不得将这些信息提供、泄露给第三方（包括分供应商）；(iii)不得在我方确定的目的之外使用这些信息。这些保密义务比照适用于信息复印件、副本。本保密义务不适用于供应商可以证明的下述信息：(i)供应商在信息披露前已经合法取得的信息，并且此信息不附带任何保密义务；(ii)供应商在不违反保密义务下事后合法取得的信息，并且无需遵守任何保密义务；(iii)供应商并不违反合同下，这些信息已进入公知领

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域。未经我方书面同意供应商不得就其与我方的商业关系进行广告发布。

我方保留所有权并保留披露给供应商的信息的一切权利（例如版权）。副本只有经我方事先书面同意方可复制。副本的权利自这些副本产生之时归我方。供应商在此同意作为受托人代表我方保留这些副本。供应商同意自行承担费用对我方提供的全部文件及其他物品包括副本予以妥善保管，使其处于良好状态，应我方要求对其进行投保、返还或销毁。供应商无权保留这些物品。供应商应当以书面形式确认完全归还或者销毁。

我方的信息只有以英文或者德文时方才生效。信息可以通过传真、电子方式。如果这些信息于周六、周日或者我方法定的公众假日到达我方时，紧接着的下一个工作日视为到达时间。本协议中任何条款无效或者不可执行，如可能，此条款应被狭义解释或者视为不发生效力，其余条款不受影响。

2.If the supplier breaches its obligations set forth in Section 19.1 a contractual penalty in the amount of CNY 200,000.00 shall become due and payable immediately for each breach. Damages shall be set off against any paid contractual penalties.

2、如果供应商违反前述19.1规定，合同规定的人民币200,000元的违约金立即到期且应予以支付。已支付的合同违约金应用于抵销已发生的损害赔偿。

(20) MISCELLANEOUS

其他规定

Except where specifically stated to the contrary, all remedies available to us for breach of a purchase agreement, or at law, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. Messages sent to us shall be effective only, if they are written in German or English language. Messages may be transmitted by facsimile or by electronic means. Messages which reach us on Saturdays, Sundays or one of our legal public holidays shall become effective only on the next working day. If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected.

除非有特别的明确的相反规定，我方根据法律或者采购协议享有的救济，是可累计的，也可能是同时行使的或单独行使的，行使一项救济不意味着对其他救济的放弃。传达至