

**General Terms &
Conditions
Purchasing**

卡迈锡通用采购条款与条件

1. Conclusion of Agreement / Formal Requirements

1. 签订协议 / 格式要求

1.1 For the purposes of these general terms and conditions purchasing (“GTCP”), KAMAX shall refer to the respective company of the KAMAX Group placing the order, i.e. KAMAX Automotive Fasteners (China) Co., Ltd.

1.1 为了进行这些通用采购条款与条件的采购 (“GTCP”)，卡迈锡是指卡迈锡集团下订单的相关公司，即：卡迈锡汽车紧固件（中国）有限公司。

1.2 The relationship between the supplier and KAMAX shall be exclusively governed by these GTCP and any other agreements between the parties in the order of priority set forth in Clause 14. General terms and conditions of the supplier shall not apply even if KAMAX does not expressly object thereto in a given case.

1.2 供应商和卡迈锡之间的关系仅适用于该通用采购条款与条件以及双方之间的任何其它协议，优先顺序见第 14 条。即使卡迈锡在已知情形下未表示明确反对，供应商的通用条款与条件也不适用。

1.3 Call-offs and individual contracts (orders and order confirmations) subject to existing master agreements, as well as any amendments or supplements thereto shall be in writing. Communication via mail, fax, e-mail or dial-up connection shall be sufficient to comply with this written form requirement.

1.3 符合现有主协议规定的分订单和单个合同（订单和订单确认函）及其任何修订或补充应采用书面形式。通过邮寄、传真、电子邮件或拨号连接的方式进行的沟通足以符合本项书面格式要求。

1.4 KAMAX shall be bound by orders for the

1.4 只要在订单或主协议中没有明确规定其它

duration of one week from placement of such order, to the extent that no other binding period is expressly specified in the order or the master agreement.

1.5 Unless otherwise agreed between the supplier and KAMAX in writing, individual call-offs by Kamax under existing master or supply agreements shall be binding on the supplier, unless the supplier objects thereto within one week from receipt of such call-off. Receipt of the objection by KAMAX shall be decisive for determining compliance with the objection period.

1.6 Even after conclusion of a single supply agreement, KAMAX shall be entitled to request modifications to the delivery item – with regard to design and construction – as far as this is reasonable. The supplier undertakes to implement the modifications within a reasonable period. The Parties shall mutually agree on the consequences of modification, in particular any resulting increase or decrease in costs as well as changes to delivery dates. Should they fail to reach an agreement in this regard within a reasonable period, KAMAX shall decide as it reasonably sees fit.

约束期，则卡迈锡在下达订单后仅在一周内受该订单的约束。

1.5 除非供应商和卡迈锡另行书面约定，否则，卡迈锡根据现有主协议或供应协议提出的分订单对供应商具有约束力，除非供应商自收到分订单起一周内表示异议。在异议期内卡迈锡对于收到的异议是否遵守具有决定作用。

1.6 即使在单个供应协议签订后，卡迈锡仍有权要求 - 在设计和建造方面 - 修改交付的货品，只要该要求合理。供应商承诺在合理期限内进行修改。双方对修改后果，尤其是对所导致的成本提高或降低以及交付日的变更需协商一致。若双方在合理期限内未就此达成一致，卡迈锡应合理地据实作出决定。

2. Prices / Conditions of Payment

2.1 The prices agreed shall be fixed prices and include the total price for manufacturing and delivering the products as per Clause 3.1 below, including all ancillary services, in particular packaging but excluding statutory VAT.

2.2 Payment shall be by bank transfer, at the choice of KAMAX. Unless otherwise expressly agreed, Kamax's payment will normally be made within 90 days as of the earlier of either (i) the date when KAMAX received invoice to its satisfactory; or (ii) the date when the goods and/or services provided by the supplier have been properly delivered, inspected and accepted by KAMAX. KAMAX shall be entitled to a 3% discount if payments are made within 14 days as of the above date. Decisive for determining compliance with the payment deadline shall be the crediting of the amount in the supplier's account in the case of payment by bank transfer, or the delivery of a cheque to the supplier for which sufficient funds are available in the case of payment by cheque. To ensure verifiability of the invoice the supplier shall indicate in each invoice the order number, account details, unloading point, supplier number, part number, number of units, price per unit and volume per delivery.

2. 价格 / 付款条件

2.1 约定的价格为固定价格，包括按照下文第 3.1 条制造和交付产品（包括所有配套服务，尤其是包装）的总价格，但不包括法定增值税。

2.2 由卡迈锡选择，可通过银行转账方式付款。除非另有明确约定，否则正常情况下，卡迈锡应在 90 天内付款，起算日期可从：(i) 卡迈锡收到令其满意的账单之日；或者(ii)供应商提供的商品和/或服务已适当交付并已经卡迈锡验收之日，以在先者为准。如果在上述日期起 14 日内付款，卡迈锡有权获得 3%的折扣。若通过银行转账的方式付款，则对确定是否遵守付款最后期限具有决定性的是相关金额是否贷记入供应商账户，若通过支票付款，则对确定是否遵守付款最后期限具有决定性的是向供应商交付金额足够的支票。为了确保账单的可验证性，供应商应在每张账单上写明订单号、账户具体信息、卸货点、供应商号码、零件号、件数、每件价格和交付量。

2.3 In the event of defective delivery KAMAX shall have the right to withhold an equivalent proportion of the payment until the defective part of the delivery has been duly remedied.

2.4 The supplier shall not be entitled to offset its claims unless these have been decided on by a court or arbitration tribunal. The same applies to the assertion of retention rights.

2.5 Without the prior consent of KAMAX, which may not be unreasonably withheld, the supplier shall not be entitled to assign any claims it may have to third parties or have these collected by the same.

3. Terms of Delivery

3.1 Unless otherwise expressly agreed, deliveries shall be made DDP to the KAMAX plant as specified by Kamax (Incoterms 2010).

3.2 The supplier shall notify KAMAX of any deliveries on the date of their dispatch. A delivery note shall be attached in duplicate to each delivery. The delivery note shall indicate the order number, article number and supplier assigned by KAMAX, as well as the quantity delivered.

3.3 For any deliveries expressly agreed as

2.3 若交付货物存在缺陷，卡迈锡有权扣除相当比例的付款，直至交付货物存在缺陷的部分得到适当补救。

2.4 供应商无权抵销其债权，法院或仲裁庭已作出裁定的除外。本项规定同样适用于主张留置权。

2.5 未经卡迈锡事先同意（未必是不合理的扣款），供应商无权将其可能享有的任何债权转让给第三方或者安排第三方收款。

3. 交付条款

3.1 除非另有明确约定，否则，按完税价交付至卡迈锡指定的卡迈锡工厂（《国际贸易术语解释通则》2010年版）。

3.2 供应商应于发货日告知卡迈锡有关任何交货的情况。每次交付时随附交货单一式二份。交货单上应写明订单号、货号、卡迈锡指定的供应商以及交付数量。

3.3 对于例外情况下明确约定为“工厂交货价”

“ex works” on exceptional cases, KAMAX shall be notified as soon as possible of the dimensions and the weight of the consignment. Where the supplier commissions a freight forwarder on behalf of KAMAX, the supplier shall ensure that such freight forwarder issues any necessary notifications and declarations in this regard. The supplier shall only be entitled to commission the freight forwarder on behalf of KAMAX if KAMAX has previously expressly authorised it to do so.

3.4 When completing the shipping documents the supplier shall ensure that customs clearance shall be carried out at KAMAX's plant and that KAMAX is exempted from the obligation to present goods. For deliveries from countries benefiting from preferential treatment the supplier shall attach the proof of preferential status to each delivery. Prior to each delivery the supplier shall check whether the goods require an export licence, and if so, shall notify KAMAX thereof without undue delay and obtain such licence.

3.5 The supplier undertakes to notify KAMAX of the substances contained in its products (citing the relevant CAS number and percentage by weight contained in each homogeneous material), to the extent the importation and use of such substances in China is

的任何交货，应尽快将托运货物的尺寸和重量告知卡迈锡。若供应商代表卡迈锡委托某个货运代理，供应商应确保该货运代理就此出具任何必要通知和声明。供应商仅在卡迈锡事先明确授权其委托货运代理时，方可代表卡迈锡委托货运代理。

3.4 当办妥货运单据时，供应商应确保在卡迈锡工厂进行清关并确保卡迈锡免于履行出示货物的义务。对于来自享受优惠待遇的国家的交付货物，供应商应在每次交付时附上优惠证明。每次交付前，供应商应检查商品是否需要出口许可证，若需要，应立即通知卡迈锡并获得该许可证。

3.5 对于进口或在中国使用受限制的或者须受到特殊管制的物质，包括但不限于以下法律法规中提到的那些物质，供应商承诺将其产品中所含此类物质告知卡迈锡（援引相关 CAS 编号和每种均质材料中所含重量的百分比）：

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restricted or subject to special control, including but not be limited to those addressed under the following legislation and regulations:

- List of Toxic Chemicals Severely Restricted for Import and Export in China
- Catalogue of Dangerous Chemicals
- List of Controlled Ozone Layer Depleting Substance
- Measures on Environment Administration of New Chemical Substances (i.e. not listed in the Inventory of Existing Chemical Substance in China)
- For those products provided by the suppliers which are to be further exported to another jurisdiction, the supplier is obliged to support KAMAX in fulfilling the respective requirements on control of chemical substances (e.g. REACH Regulation in EU).

4. Delivery Dates and Delay

4.1 Agreed dates and deadlines shall be binding. The supplier shall be in default without the necessity of a reminder where it fails to deliver the goods or does not deliver these by the delivery date.

4.2 The supplier undertakes to inform KAMAX of any foreseeable delays in writing and without undue delay.

品目录》

- 《危险化学品名录》
- 《中国受控消耗臭氧层物质清单》
- 《新化学物质环境管理办法》（即：未列入《中国现有化学物质名录》的那些物质）
- 对于供应商提供的将再出口至另一个管辖区的那些产品，供应商有义务在卡迈锡履行相关化学物质管制要求（例如欧盟的《关于化学品注册、评估、授权和限制的规定》）时提供支持。

4. 交付日期和延迟

4.1 约定的日期和最后期限是具有约束力的。若供应商未交货或者在交付日结束前仍未交货，届时无需催交，供应商即被视为违约。

4.2 供应商承诺将任何可预见的延迟以书面形式及时告知卡迈锡。

4.3 In case of delay in delivery, KAMAX shall have the right to demand payment of liquidated damages equalling to 0.3% of the respective total purchase price for each working day of delay, but up to 10% of the respective total purchase price. Such liquidated damages shall be deducted from any compensation payable in respect of the delivery. This shall not affect KAMAX's right to claim compensation for further losses it suffers. Should KAMAX accepts a delayed delivery without objection, it shall be deemed that it expressly reserves the right to claim for the above liquidated damages including for compensation for any further damages.

5. Confidentiality / Intellectual Property Rights / Information

5.1 The supplier undertakes to maintain secrecy as to the information provided by KAMAX such as drawings, records, findings, specimens, production means, models, data carriers etc., and neither to disclose such information to third parties (including sub-suppliers) without the prior written consent of KAMAX, make any copies thereof nor to use the same for any other purposes than as defined by KAMAX. The supplier shall obtain corresponding undertakings from its sub-suppliers before engaging such sub-suppliers.

4.3 若发生交付延迟，每延迟一个工作日，卡迈锡有权要求支付相当于相应总购价款 0.3%的违约金，但违约金最高金额为相应总购价款的 10%。此违约金应从相关交货支付的赔偿中扣除。这并不影响卡迈锡就其遭受的其它损失提出索赔的权利。若卡迈锡同意接受延迟交付，则视为其明确保留索要上述违约金（包括任何其它损害赔偿）的权利。

5. 保密 / 知识产权 / 信息

5.1 供应商承诺对卡迈锡提供的信息（例如图纸、记录、研究成果、样本、生产方法、模型、数据载体等）保密，且在未获得卡迈锡事先书面同意的情况下，不会向第三方（包括次级供应商）披露此类信息，不复制任何此类信息，也不会将这些信息用于卡迈锡规定目的之外的任何其它目的。供应商应在聘请这类次级供应商之前获得其相应承诺。

- 5.2 The supplier shall keep the records and items as well as copies thereof provided to it safe and secure at its expense and surrender or destroy these at any time when requested by KAMAX. At KAMAX's request the supplier shall confirm in writing that it returned or destroyed all such records and items.
- 5.3 Without the prior written consent of KAMAX, the supplier may not advertise its business relationship with KAMAX.
- 5.4 Each event of breach of any of the above obligations set forth in Clause 5 shall be subject to liquidated damages of RMB 200,000 up to a maximum of RMB 800,000 per calendar year. The liquidated damages shall become due and payable at the time of the breach. Any liquidated damages paid shall be credited towards claims for damages. KAMAX reserves the right to assert further claims for damages against the supplier.
- 5.5 The supplier shall indemnify KAMAX against claims of third parties resulting from the infringement, for which the supplier is responsible, of intellectual property rights in Europe, Asia or the U.S. by a delivery item used as contractually agreed. The indemnification obligation shall also cover losses of KAMAX including the costs of necessary legal action. This shall not apply to the extent the supplier
- 5.2 供应商应保存提供给其的记录和物品及其复印件/复制品的安全，费用自理，并应卡迈锡要求随时将其交还或销毁。经卡迈锡要求，供应商应书面确认其已返还或销毁所有这些记录和物品。
- 5.3 未经卡迈锡事先书面同意，供应商不得宣传其与卡迈锡之间的商业关系。
- 5.4 对于每次违反第 5 条中规定的任何上述义务，须按人民币 200,000 元的标准支付违约金，每个日历年违约金最高金额为人民币 800,000 元。违约金于发生违约时到期应付。支付的任何违约金应属于损害赔偿。卡迈锡保留针对供应商主张其它损害赔偿的权利。
- 5.5 供应商应向卡迈锡保证：因按合同约定使用的交货侵犯欧洲、亚洲或美国的知识产权（供应商应对此负责）而导致第三方提出的索赔得以免责。赔偿义务也涵盖卡迈锡的损失，包括必要的法律诉讼费用。本项规定不适用于供应商已根据卡迈锡的规格（图纸规格、设计规格、其它描述）已制造的交货。

has manufactured the delivery items according to KAMAX's specifications (drawing specifications, design specifications, other descriptions).

5.6 The Parties undertake to inform each other without undue delay of any risks of infringement or alleged cases of infringement of which they become aware and to give each other the opportunity to defend against any relevant claims.

6. Quality Management

6.1 The supplier's deliveries shall meet state-of-the-art scientific and technological standards, applicable safety regulations and the agreed technical specifications. It shall continuously monitor the quality of its deliveries and services. To this end it shall set up a suitable quality management system in accordance with DIN EN ISO 9001, ISO TS 16949 or VdA 6.1 and furnish proof thereof.

6.2 Where the Parties have concluded a quality assurance agreement, KAMAX's inspection duty shall be limited to checking the quantity and identity of the delivery item as well as checking for visible damage. KAMAX shall notify the supplier of any defects identified during such inspection. Notification shall be deemed as timely where it is received by

5.6 双方承诺及时将他们所知的侵权风险或涉嫌侵权的案件相互通报并承诺相互提供机会避免任何相关的索赔。

6. 质量管理

6.1 供应商的交货应符合最先进的科技标准、适用的安全规定和约定的技术规格。其应持续监控其交货和服务的质量。为此，其应根据 DIN EN ISO 9001、ISO TS 16949 或 VdA 6.1 建立适当的质量管理体系并提供相应证明。

6.2 若双方已签署质量保证协议，卡迈锡检验的责任则限于检查交货的数量和一致性以及检查是否存在明显损坏。卡迈锡应将检验过程中查明的任何缺陷告知供应商。若供应商在货物交付后两周内收到通知，则视为通知是及时的。

the supplier within two weeks of delivery of the goods.

6.3 Where the Parties have not concluded a quality assurance system, KAMAX undertakes to check the goods for defects within a reasonable period. KAMAX shall notify the supplier of any defects identified. Notification shall be deemed as timely where it is received by the supplier within two weeks of delivery of the goods or, in the case of latent defects, of such defects having been discovered by KAMAX.

7. Defects and Product Liability

7.1 The supplier warrants and represents that all services and deliveries are qualified for a correct, secure and economic use, that they meet the scientific and technological standards and that they are suitable for the intended use.

7.2 In manufacturing the deliveries or rendering its services the supplier shall comply with all relevant legal provisions, in particular all relevant environmental, hazardous material, dangerous goods and accident prevention regulations, as well as the generally recognised safety and occupational health rules.

7.3 In the event of defective delivery KAMAX is entitled – subject to the

6.3 若双方未签署质量保证体系，卡迈锡承诺在合理期限内检查货物是否存在缺陷。卡迈锡应将确定的任何缺陷告知供应商。若供应商在货物交付后两周内收到通知，或者如存在潜在缺陷，若供应商在卡迈锡发现这类缺陷后两周内收到通知，则视为通知是及时的。

7. 缺陷和产品责任

7.1 供应商作出以下保证和陈述：所有服务和交付货物是合格的，可供正确、安全和经济地使用，并且符合科技标准，适用于拟定用途。

7.2 在制造交付货物或提供服务时，供应商应遵守所有相关法律规定，尤其是所有有关环境、有害物质、危险商品和事故预防方面的规定以及公认的安全和职业健康方面的规定。

7.3 若交付货物存在缺陷，卡迈锡有权 – 在受限于主协议中另行约定的质保权的情况

warranty rights separately agreed in a master agreement – to demand, at its choice that the supplier shall remedy any defects either by means of repair or replacement. This shall not affect any further statutory or contractual claims which KAMAX might have.

7.4 Subject to the warranty rights separately agreed in a master agreement, KAMAX may remedy a defect itself at the supplier's expense, if it is unreasonable to expect KAMAX to wait for it to be remedied by the supplier, in particular where an immediate remediation of the defect is required to prevent significant damage or to guarantee operational safety.

7.5 The supplier shall be liable for damage prevention measures (e.g. product recall, customer service measures or other field measures) taken by KAMAX, its customers or other third parties, to the extent such measures result from the defectiveness of the product delivered by the supplier or any other breach of duty for which the supplier is responsible. As far as requested by Kamax, the supplier shall bear the burden of proof that the concerned products it delivered are free from defects.

7.6 The statutory provisions shall apply in all other respects.

下 – 自行选择要求供应商以修理或更换的方式补救任何缺陷。本项规定并不影响卡迈锡可能享有的任何其它法定的或合同约定的权利主张。

7.4 如果期待卡迈锡等待由供应商补救缺陷是不合理的，尤其是如果需立即补救缺陷以防止明显损害或保证操作安全，则在遵守主协议中另行约定的质保权的情况下，卡迈锡可自行补救缺陷，费用由供应商承担。

7.5 供应商对卡迈锡、其客户或其他第三方采取的防损措施（例如产品召回、客户服务措施或其它现场补救措施）承担责任，前提是这些措施是因供应商交付的产品存在缺陷或者是因供应商负有责任的任何其它违约情形而采取的。经卡迈锡提出要求，供应商应就其交付的相关产品并无缺陷承担举证责任。

7.6 在所有其它方面均适用的法律规定。

8. Product Liability, Indemnification, Liability Insurance

8.1 Where the supplier is responsible for damage to products it shall be obliged to indemnify KAMAX on first demand from third-party claims based on such damage, if (1) the cause of the claim falls within its sphere of control and organisation and (2) it is itself liable vis-à-vis the third party.

8.2 Within the scope of its liability for claims pursuant to above Clause 8.1, the supplier also undertakes to reimburse expenses arising from or in connection with recalls carried out by KAMAX pursuant to applicable statutory regulations. KAMAX shall inform the supplier – to the extent possible and reasonable – of the content and the scope of recalls to be carried out, giving it the opportunity to comment thereon. In this case KAMAX shall, at its reasonable discretion and taking into account all circumstances of the specific case at hand, decide on which measures to take as part of the recall. To this end, apart from ensuring for efficient hazard management, particular consideration must also be given to KAMAX's good reputation as a manufacturer of quality goods. Other statutory claims of KAMAX shall remain unaffected.

8.3 The supplier undertakes to take up product liability insurance that also

8. 产品责任、补偿、责任保险

8.1 如果第三方就产品损害提出索赔，且供应商对这些损害负有责任，若（1）索赔的原因在其控制和组织范围内且（2）其本身对第三方负有责任，则其有义务在第三方一提出索赔要求后须向卡迈锡作出补偿。

8.2 在其根据上文第 8.1 条对索赔承担的责任范围内，供应商还承诺对因卡迈锡根据适用法律规定进行的召回而发生的或与之相关而发生的费用予以补偿。卡迈锡应 – 在合理范围内尽可能 – 将待进行的召回内容和范围告知供应商，给供应商提出意见的机会。在该情况下，卡迈锡应在考虑现有的具体案例的全部情形后合理自行决定采取哪些措施作为召回的一部分。为此，除了确保有效的危害管理，还必须特别考虑卡迈锡作为优质商品制造商享有的良好商誉。卡迈锡的其它法定权利主张仍不受影响。

8.3 供应商承诺投保产品责任险，该险为产品

provides an appropriate amount of coverage for product recalls, however at least RMB 80 million per claim.

召回提供适当的保额，但是针对每项索赔，保额最低为人民币 8000 万元。

9. Tools and Materials Provided

9. 提供的工具和材料

9.1 Where KAMAX provides the supplier with parts or materials, these shall remain the property of KAMAX. These shall be processed, mixed or combined by the supplier on behalf of KAMAX in its capacity as manufacturer. Where, in connection with the processing, mixing or combining of such parts or materials with items belonging to third parties, said parties retain their ownership rights, KAMAX shall acquire co-ownership in the new item in the proportion of the value of the item to that of the other items at the time of processing, mixing or combining. The supplier shall do an inventory at least once a year at its expense. Any costs arising from discrepancies identified in inventory shall be borne by the supplier.

9.1 如果卡迈锡向供应商提供零件或材料，这些零件和材料仍均属卡迈锡财产。供应商应作为制造商代表卡迈锡加工、混合或组合该零件和材料。如果将该零件或材料与属于第三方的产品进行加工、混合或组合，则以上各方均拥有其所有权，卡迈锡应按照在加工、混合或组合时其物品的价值与其他物品之间的比例按比例获得对新生物品所享有的共有权。供应商每年至少自费盘点一次。因盘点中确认的偏差所产生的任何费用由供应商承担。

9.2 Production and inspection means provided or paid for by KAMAX (either directly or by means of amortisation) as well as the relevant accessories and documentation shall be or remain the property of KAMAX and shall be identified as such or, if applicable, as property of KAMAX's customer. These shall be provided to the supplier on a loan basis, and KAMAX may demand that they be returned at any time.

9.2 卡迈锡提供的或（直接或通过分摊）支付的生产工具或检验工具以及相关附件和资料应当是，或仍然是属于卡迈锡的财产，并且如果适用，也应视为卡迈锡客户的财产。这些应以出借方式提供给供应商，而且卡迈锡可随时要求供应商归还。

9.3 The items specified in Clauses 9.1 and 9.2 may only be used to manufacture products for KAMAX, and shall be kept in good condition at the supplier's expense. The supplier shall bear the risk for as long as these are in its possession and shall have them insured at replacement cost. The supplier already assigns all compensation claims arising from such insurance to KAMAX. KAMAX accepts such assignment. The supplier shall have no right of retention with regard to these items.

10. Software

Where deliveries include customised software, the supplier agrees, for a period of 5 years from delivery, to modify/improve the software based on KAMAX's specifications in exchange for reimbursement of reasonable costs. Where the software is sourced from upstream suppliers, the supplier shall extend this obligation to such suppliers and shall provide proof to this effect upon request of Kamax.

11. Replacement Parts

11.1 The supplier undertakes to ensure the supply of delivery items or parts thereof at series prices to KAMAX as replacement parts during the series production of KAMAX products in which

9.3 第 9.1 条和第 9.2 条中规定的物品仅可用于为卡迈锡制造产品，且应使其保持状态良好，费用由供应商承担。只要这些物品被供应商占有，则供应商应为其承担风险，并按更换费用金额为其投保。供应商已将因这种保险产生的所有索赔权转让给卡迈锡。卡迈锡接受这样的转让。供应商对这些物品无保留权。

10. 软件

如果交付物品包括定制的软件，则供应商同意在交付后 5 年内，按照卡迈锡的规范更改/改进软件，以得到合理的补偿费用。如果软件是购自上游供应商，则供应商应将该义务延伸至这些上游供应商，为此，一经卡迈锡提出要求他应该提供相关证明。

11. 更换备件

11.1 供应商承诺，在批量生产卡迈锡产品期间（其中使用了交付的产品或零件），确保以批发价给卡迈锡供应产品或零件作为更换备件，而且在批量生产结束后再供应十（10）年。

delivery items or parts thereof are used, as well as for a further 10 (ten) years after the end of series production.

11.2 Where the production of replacement parts is discontinued after the end of the period specified in Clause 11.1, the supplier undertakes to return to KAMAX design specifications/drawings at its request.

12. Force Majeure / Long-Term Inability to Deliver

Unforeseeable and unavoidable events which cannot be overcome shall release the supplier and KAMAX from their contractual obligations for the duration of the disruption plus a reasonable period for restarting production and to the extent of its effect. The affected party shall use reasonable efforts to inform the other party without undue delay on the occurrence, nature and the estimated duration of the disruption, to limit the impact of such events and to inform the other party of the end of the disruption.

13. Work Safety / Accident Prevention / Environmental Protection

13.1 The supplier guarantees that at least the applicable, relevant accident prevention rules and regulations as well as the generally recognised safety and occupational health rules will be met

11.2 如果生产更换备件在第 11.1 条规定的时间结束后停产，则供应商承诺一经卡迈锡要求则应归还其设计规范/图纸。

12. 不可抗力/长期无法交付

如果发生不可预见、不可避免且无法克服的事件，供应商和卡迈锡在受干扰期间和重新开始生产所需的合理期间根据不可抗力影响程度免于承担其合同义务。受损方应尽力及时告知另一方停产的发生、性质和预计持续的时间，以减少此类事件的影响，并告知另一方何时结束停产。

13. 安全生产/预防事故/环境保护

13.1 供应商保证，技术设备（装置和机械）的结构设计（建造和工艺）起码符合适用、相关的安全防范规章和规定以及公认的有关安全和职业健康的规定。

with regard to the structural design (construction and workmanship) of the technical equipment (installations and machines).

13.2 Any supplier who is obliged to render services and works on KAMAX's premises as part of its contract shall ensure that its legal representatives, vicarious agents and other employees are instructed of KAMAX's internal and legal requirements regarding visitors and external personnel, and shall demonstrate such instruction to KAMAX at its request. It shall also ensure that sufficient insurance coverage exists for work-related accidents.

13.3 Where work materials are delivered that are used for the first time by KAMAX, the supplier shall attach safety data sheets and chemical safety labels in compliance with national standards.

13.4 KAMAX operates an environmental management system according to DIN EN ISO 14001. The supplier's conduct shall be aimed at protecting the environment and ensuring that environmental protection is continuously improved. The supplier shall adhere to the guiding principles listed at www.kamax.de/de/html/umwelt.html (in the version applicable at the time the agreement is concluded, as amended).

13.2 任何有义务在卡迈锡的场所作为合同一部分提供服务和进行工作的供应商，应确保其法定代表、各代理和其他员工被告知卡迈锡有关访客和外来人员的内部合法要求，且应按卡迈锡的要求向卡迈锡演示这样的指示。供应商还应确保对工伤事故有足够的保险额。

13.3 如果所交付的加工材料是卡迈锡第一次使用的，则供应商应附上符合国家标准的安全数据表和化学品安全标签。

13.4 卡迈锡按照 DIN EN ISO 14001 的标准管理环境管理体系。供应商的行为应力求保护环境和确保环保不断改进。供应商应遵守 www.kamax.de/de/html/umwelt.htm 所列出的指导原则（采用订立协议时经修订的适用版本）。

14. Order of priority

In the case of conflict between the individual contractual documents, the following documents shall, to the extent they have been effectively concluded and incorporated by the parties, apply in descending order:

- individual contracts or supply agreement (generally on the basis of orders or service orders placed by KAMAX);
- call-offs;
- master agreement or similar one of framework nature (where concluded between the parties);
- quality assurance agreement ("Quality Agreement");
- these GTCP

15. Final Provisions

15.1 The place of performance for deliveries and services shall be the destination specified by KAMAX for delivery/rendering of the service. Where no destination has been agreed, the place of performance for deliveries and services shall be the point of use desired by KAMAX in China. Where no such point of use has been specified the place of performance for deliveries and services shall be Changzhou, Jiangsu Province, PR China.

15.2 Please note that KAMAX stores and pro-

14. 优先顺序

如果各合同文件间存在冲突，则在经双方签订生效并被采纳的以下文件，可按降序采用：

- 各项合同或供应协议（一般基于卡迈锡下的订单或服务订单为准）；
- 分订单；
- 主协议或（如果双方订立）类似的框架性协议；
- 质量保证协议（“质量协议”）；
- 这些通用采购条款与条件。

15. 最后规定

15.1 履行交付和服务的地点应是卡迈锡规定的交付/提供服务的目的地。如果没有约定目的地，则履行交付和服务的地点应是卡迈锡希望的中国使用点。如果没有指定该使用点，则履行交付和服务的地点应为中国江苏省常州。

15.2 请注意，出于商业目的，卡迈锡会按照法

cesses, for commercial purposes, the (personal) data required for performance of the Agreement in compliance with statutory provisions.

15.3 Unless otherwise agreed, the business relationship between KAMAX and the supplier shall be governed exclusively by the laws of the People's Republic of China (which for the purpose of this Agreement shall exclude the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan) to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

In the event of any dispute, controversy or claim (collectively "Dispute") arising between the parties out of or in relation to these GTCP including the related agreement(s)/contract(s) concluded, the parties shall attempt in the first instance to resolve such Dispute through friendly consultations. If the Dispute has not been resolved by friendly consultations within sixty (60) days after one party has served written notice to the other party requesting the commencement of such consultations, then any party may demand that the Dispute be referred to and finally resolved by arbitration with the China International Economic and Trade Arbitration Commission (CIETAC) in accordance with its arbitration rules. The venue of arbitration shall be Beijing. The number of arbitrators shall be one.

律规定存储和处理履行协议所需的（个人）信息。

15.3 除非双方另行约定，否则，卡迈锡和供应商之间的业务关系应仅适用中华人民共和国法律（为履行本协议起见，这种关系不包括香港特别行政区、澳门特别行政区和台湾），不适用《联合国国际货物销售合同公约（CISG）》。

如果双方因该通用采购条款与条件包括订立的相关协议/合同发生或因与之相关而发生的任何争议、分歧或权利主张（统称“争议”），双方应首先力求通过友好协商解决该争议。如果在一方向另一方送达要求开始友好协商的书面通知后六十（60）天内协商未果，则任何一方可要求将该争议提交中国国际经济贸易仲裁委员会（“CIETAC”），按照其仲裁规则最终仲裁解决。仲裁地为北京。设一位仲裁员。仲裁期间双方应继续行使其合同项下的最后权利及其最后义务，除非以上事项与争议直接相关。

During the arbitration, the Parties shall continue to exercise their remaining respective rights, and fulfill their remaining respective obligations under the contracts, except insofar as the same may relate directly to the Dispute.

15.4 These GTCP are made in English version. A Chinese translation is prepared for reference only. In the event of conflict between the English and Chinese versions of the present GTCP the English version shall prevail.

15.5 Should a provision of these GTCP be or become invalid, this shall not affect the validity of the remaining provisions. In the event of a gap, this shall be filled by a valid and enforceable provision which would have been agreed upon by the parties given the economic purpose of the Agreement and the purpose of the GTCP had they recognised the gap from the outset.

15.4 这些通用采购条款与条件制作成英文版。中译本仅供参考。如果该通用采购条款与条件的英文版和中译本间存在冲突，则以英文版为准。

15.5 即使该通用采购条款与条件的规定是无效的或变成无效的，也不影响其余规定的有效性。如有未尽事项，则应以有效且可强制执行的并且已经双方约定的规定予以补充，不过应以符合该协议经济目的和该通用采购条款与条件的目的并从一开始就已认识到这种缺漏为宜。

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