

### 1. Scope and definitions

#### 范围和定义

These General Purchasing Conditions ("GPC") govern the conclusion, content, and performance of all contracts for the procurement of goods and services ("Deliverables") (hereinafter referred to as "Purchase Contracts") of Bühler ("Bühler"), unless otherwise agreed.

除非另有约定，本通用采购条款（“GPC”）适用于所有货物和服务（“交付物”）采购合同的订立、内容和履行（以下称“采购合同”）。

### 2. Contract components and order of precedence 合同组成和优先顺序

In case of conflicting provisions, the following order of precedence between contractual documents applies:

- a) Purchase Contract
- b) the present GPC
- c) further appendices in descending order of rank to the Purchase Contract.

A change to a superior document requires an explicit reference to the superior clause(s). General terms and conditions of the supplier are excluded, unless the latter have been expressly accepted by Bühler in writing.

如果条款有冲突，合同文件之间的优先顺序如下：

- A) 采购合同
- B) 当前 GPC
- C) 采购合同的进一步附录，按登记降序排列

对上级文件的更改要求明确引用上级条款。除非布勒书面明确接受供应商的通用条款和条件，否则该供应商的通用条款和条件不适用。

### 3. Contract conclusion 合同订立

Offers made by the supplier are binding on the supplier and are not to be remunerated. Purchase Contracts as well as any amendments and supplements thereto shall only come into effect upon written confirmation by Bühler.

供应商的报价对该供应商有约束力，并且不应获得报酬。采购合同及其任何修正和补充应经布勒书面确认后生效。

### 4. Subject of the contract 合同主体

The subject matter of the contract comprises the Deliverables to be provided by the supplier and, without additional remuneration, all other services required for the proper performance of the Deliverables, even if these are not listed in detail in the Purchase Contract.

合同标的物包括供应商提供的交付物，以及正确执行该交付物所需的所有其他服务（无额外报酬），即使这些服务未在采购合同中详细列出。

### 5. Delivery 送货

Bühler designates the place of performance. Benefits and risks shall pass to Bühler only after acceptance by Bühler at the place of performance in accordance with the Incoterm agreed in the Purchase Contract. Unless otherwise agreed, the

place of performance for national Purchase Contracts shall be DDP Bühler in China, and for international Purchase Contracts the place of performance shall be DAP Bühler in China, in accordance with INCOTERMS 2020.

Early deliveries need not be accepted by Bühler. These can either be returned or stored at the supplier's expense.

Unless otherwise agreed in the Purchase Contract, the supplier shall be liable both for damage due to improper packaging, and for damage in transit and during intermediate storage.

布勒指定合同履行地点。得益和风险只有根据采购合同中约定的国际贸易术语由布勒在履行地接收后才转移。除非另有约定，根据国际贸易术语解释通则 2020，国内采购合同的履行地应为 DDP 布勒中国，而国际采购合同的履行地点应为 DAP 布勒中国。

布勒不接受提前交货。提前交付的货物可被退回或被存储，费用由供应商承担。

除非在采购合同中另有约定，供应商应对包装不当造成的损坏以及运输中和中间存储期间的损坏承担责任。

### 6. Warranty 保证

The supplier guarantees the contractual performance of Deliverables free of legal and material defects in accordance with the current state of the art, the applicable laws and standards. The freedom from defects shall apply to a 24-hour operation on 365 days per year for 24 months. The warranty period shall start with acceptance by Bühler or commissioning at the end customer, whichever occurs later.

供应商保证根据当前的技术水平、适用的法律和标准，交付物的合同性能不存在法律和材料的缺陷。该无缺陷应适用于 24 个月内每年 365 天的 24 小时运行。质保期应自布勒验收或最终客户调试结束起算，以时间较晚者为准。

### 7. Default 违约

The supplier must inform Bühler immediately after obtaining knowledge of any circumstances potentially leading to a failure in meeting the delivery dates.

If the supplier does not meet agreed deadlines, it shall be in default without further ado. If the supplier is in default, a contractual penalty of 1% of the order value per commenced week—shall be payable. Bühler expressly reserves the right to claim further damages or rights (including waiver of delivery without setting a deadline).

供应商必须在得知任何可能潜在影响交货日期的情况后立即通知布勒。

如果供应商没有在约定的期限内交付，应视为违约。如果供应商违约，每周应支付合同金额的 1% 的违约金。布勒明确表示有权要求进一步的损害赔偿或权利（包括在不设定时限的情况下放弃交付）。

### 8. Inspection of the delivery and notification of defects

#### 交付检查和瑕疵通知

At the time of delivery, Bühler restricts itself to the identification of Deliverables only.

The supplier explicitly waives the objection of late notification of defects. Bühler may submit a notice of defect at any time during the warranty period. In particular, any payment made by Bühler does not constitute approval or acknowledgement of the absence of defects.

If the supplier becomes aware of any defects, it must notify Bühler immediately.

交付时，布勒仅限于对交付物外观的检查。

供应商明确表示放弃逾期缺陷通知的异议，布勒可以在质保期内随时提交瑕疵通知。尤其，布勒的任何付款均不构成对不存在瑕疵的认可或确认。如果供应商发现任何瑕疵，必须立即通知布勒。

#### 9. Defects 瑕疵

In the event of defective performance, Bühler shall be entitled to the following rights without limitation of otherwise agreed (such as in a quality agreement) or statutory rights: (i) reduction of the purchase price, (ii) rescission of the contract, (iii) repair or replacement delivery and damages and (iv), after expiry of a reasonable grace period, replacement by Bühler or a third party at the expense of the supplier. Bühler shall be free to choose the appropriate right for defects. The supplier undertakes to bear all costs arising worldwide from or in connection with the defects notified by Bühler, including but not limited to transport costs. In case of minor defects and to the extent the defect is visible on the photos provided by Bühler, the supplier waives the right of a return of the defective Deliverables.

The warranty periods shall start to run anew from the time a defect is remedied. Bühler reserves the right to assert further claims.

如果出现性能瑕疵，布勒应有权享有以下权利，且不受另行约定（如质量协议）或法定权利的限制：

1、减少采购价格，2、解除合同，3、修理或更换货物以及损坏部分，4、在合理的宽限期后，由布勒或第三方更换，费用由供应商承担。布勒应对瑕疵有自由选择的权利。供应商承诺承担全球范围内布勒所通知的瑕疵而产生的或与之相关的所有费用，包括但不限于运输费用。如果存在轻微瑕疵，且该等瑕疵在布勒提供的照片上可见，则供应商放弃退货的权利。

质保期内应自瑕疵修复之日起重新起算。布勒保留进一步索赔的权利。

#### 10. Prices and payment 价格与付款

Unless otherwise agreed in writing, the prices stated in the Bühler purchase order are fixed prices including packaging, transport and insurance costs, expenses, license fees, and public charges such as customs duties for the delivery according to the agreed Incoterms.

除非另有书面约定，布勒采购合同中所列价格均为固定价格，包括包装、运输和保险的费用、支出、许可费用，以及根据约定的国际贸易术语解释通则交付货物的关税等公共费用。

Subject to delivery in accordance with the contract and the law, the invoice is due for payment 60 (sixty) days after delivery. If payment is not made when due, the supplier shall grant Bühler a grace period of 30 days without compensation. If Bühler objects to an invoice in good faith, the payment period will be interrupted until the objection has been clarified to the extent of the amount objected to.

货物符合合同约定及法律规定的，发票在收货后 60 天内到期支付。如到期未付，供应商应给予布勒 30 天的宽限期（无补偿）。如布勒对发票提出合理异议的，则付款期限被中断，直至该异议及异议的金额被澄清。

For the supplier, the declaration of and objection to a set-off are excluded.

供应商不应有权抵消和反对布勒的抵消。

#### 11. Right to refuse performance, retention and withdrawal

##### 拒绝履行、保留和撤回的权利

Irrespective of the circumstances, the supplier expressly waives any kind of right to refuse performance, right of retention, or right of rescission vis-à-vis Bühler. Bühler has the right to retain a delivery destined for return in order to secure a claim due and to realize it if necessary.

无论在何种情况下，供应商明确放弃拒绝履约、保留权或对布勒的撤销权。布勒有权保留预定退货的交货，以确保索赔，并在必要时实现索赔。

#### 12. Involvement of third parties 第三方参与

The supplier may involve third parties in the performance of essential parts of the contract only with the prior written consent of Bühler. In any case, the supplier is obligated to impose the essential obligations under the Purchase Contract on all third parties called in for the performance of the contract, in particular the obligations under Sections 15 (Code of Conduct / Legal Compliance) and 19 (Confidentiality). Irrespective of Bühler's consent, the supplier remains fully responsible for the contractual performance of the Deliverables by the third parties called in.

只有在获得布勒事先同意的情况下，供应商才能让第三方参与履行合同的关键部分。在任何情况下，供应商都有义务将采购合同下的基本义务要求给所有被要求履行合同的第三方，特别是第 15 条（行为准则/合法合规）和第 19 条（保密）下的义务。不论布勒是否同意，供应商仍然对第三方提供的交付物的合同履行承担全部责任。

#### 13. Insurance 保险

For the duration of its contractual obligations, the supplier shall maintain appropriate insurance to adequately cover the liability risks in connection with the performance of the Deliverables. Upon request, the supplier shall submit to Bühler a written proof of adequate insurance coverage.

在合同义务期内，供应商应保持适当的保险，以充分覆盖与交付物履行有关的责任风险。一经要求，供应商应向布勒提交足够保险的书面证明。

**14. Documentation and return 文件和退货**

All contract-specific documents such as drawings, specifications, test plans, records of tests, etc. must be kept for a period of 13 (thirteen) years. If they are no longer required for the performance of the contract, the supplier shall surrender all documents and materials of Bühler and delete or destroy copies.

所有合同专用文件，如图纸、规格、测试计划、测试记录等，必须被保存 13 年。如在履行合同时不需要这些文件，供应商应交出布勒的所有文件和材料，并删除或销毁副件。

**15. Code of Conduct / Legal Compliance 行为守则/法律合规**

The supplier agrees and ensures that its employees, directors, representatives, agents and sub-contractors, in all respects and at all times, understand and comply with the principles set forth in the Bühler Code of Conduct for Suppliers and the Bühler Minimum Environmental Health and Safety Requirements as amended from time to time. The current Code of Conduct for Suppliers and the Bühler Minimum Environmental Health and Safety Requirements are available on the Bühler website [www.buhlergroup.com/suppliers](http://www.buhlergroup.com/suppliers).

供应商同意并确保其雇员、董事、代表、代理商和分包商在所有方面和任何时候都理解并遵守布勒供应商行为准则和布勒最低环境健康和安全要求中规定的原则。当前的《供应商行为准则》和《布勒最低环境健康与安全要求》可在布勒网站 [www.buhlergroup.com/suppliers](http://www.buhlergroup.com/suppliers) 上查阅。

Furthermore, the supplier undertakes and ensures that its employees, directors, representatives, agents and subcontractors comply with the applicable legal regulations, both domestic and foreign, including but not limited to the laws on corruption and bribery and the prohibition of bribery and corruption of Bühler. Prohibited are in particular

此外，供应商承诺并确保其雇员、董事、代表、代理商和分包商应遵守国内和国外的可应用的法律法规，包括但不限于布勒禁止贿赂和腐败的法律。

- Payments for inappropriate services. 对任何不正当的服务支付费用
- Payments for services that cannot be proven. 就任何无法证明的服务支付费用
- Payments to speed up a process ("bribe payments"). 支付任何疏通关系的费用（疏通费用）
- Payments without receipts. 进行无收款凭证的付款
- Commissions that do not correspond to market conditions. 支付不符合市场条件的佣金
- Gifts (goods, entertainment, cash) over CHF 300. 支付超过 300 瑞郎或等值其他货币的礼品
- Over- and under-invoicing. 多开或少开发票

**16. Export and Import 出口和进口**

The supplier shall comply with all requirements of the applicable national and international customs and foreign trade law ("Foreign Trade Law"). The

supplier shall provide Bühler as soon as possible, but no later than upon delivery as well as in the event of changes, without delay with the documentation required by Bühler for compliance with Foreign Trade Law for export, import, and re-export, in particular

供应商应遵守适用的国家和国际海关和对外贸易法（外贸法）的所有要求。供应商也应尽可能向布勒提供，至迟应在交货时以及在发生变化后，立即向布勒提供符合要求的进出口和再出口所需的单据。特别是：

- all relevant information and documents on the preferential and commercial origin of goods (e.g. indication of country of origin, declaration of origin on invoices, certification of origin, etc.) and customs tariff number, if applicable  
所有关于货物优惠原产地和商业原产地的相关信息和文件（如原产国注明、发票上的原产地声明、原产地证明等）和海关税则号，如适用，所有关于危险品分类的相关文件和证书。
- all relevant documentation and certificates regarding the classification of dangerous goods; and  
所有有关危险货物分类的相关材料及证明文件
- all relevant declarations of conformity (including the EU CE marking). 所有相关符合性声明（包括欧盟 CE 标志）

**17. Liability and indemnification 责任和赔偿**

The supplier is liable for all direct and indirect damages (including consequential damages caused by defects) incurred by Bühler as a result of a violation of contractual and/or legal obligations by the supplier and/or deliveries.

供应商应对所有因违反合同或法律义务而给布勒造成的直接或间接损失承担责任（包括因产品瑕疵而造成的间接损失）。

If a claim is asserted against Bühler by an end customer due to a defect for which the supplier is responsible (e.g. damage or consequential damage due to defective contract products), the supplier is obligated to indemnify Bühler for all resulting costs (including reasonable court and attorney's fees) and to support Bühler (e.g. as intervener) in any (court) dispute.

如果由于供应商有责任的瑕疵而导致客户对布勒提出索赔，（例如，有瑕疵的合同产品造成的损坏或间接损坏），供应商有义务赔偿布勒由此产生的所有费用（包括合理的诉讼费和律师费），并在任何（法院）纠纷中支持布勒（如，作为调解人）。

If an aggrieved party asserts product liability claims against Bühler under domestic or foreign law, the supplier is obligated to indemnify Bühler from the claims for damages on first demand, provided that the cause lies within the supplier's sphere of control and organization and that the supplier itself is liable or would be liable in the external relationship. The same applies to any recall actions.

如果受害方根据国内或国外法对布勒提出产品责任索赔，供应商有义务在第一次要求时就损害赔偿对布勒进行赔偿，只要原因在供应商的控制和组织范



围内，并且供应商本身负有责任或即将负有责任。这同样适用于任何召回行动。

The supplier is liable for the conduct of group companies, ancillary staff and third parties called in as for its own.

供应商及其自身行为对集团公司、辅助人员和第三方的行为负责。

Bühler's liability is limited to damages resulting from unlawful intent or gross negligence and to property damage and personal injury. Any further liability of Bühler is excluded to the extent permitted by law.

布勒的责任范围仅限于因非法故意或重大过失造成的损失和财产损害及人身伤害。布勒的任何进一步责任均在法律允许范围内予以排除。

#### 18. Force Majeure 不可抗力

In cases of force majeure (strikes, epidemics and pandemics, political unrest, official measures, storms, floods, fire, other natural disasters and other events beyond the control of Bühler), Bühler is entitled to withdraw from the Purchase Contract in whole or in part against reimbursement of the costs already incurred to the supplier.

如遇不可抗力（罢工、流行病、政治暴乱、官方措施、风暴、洪水、火灾、其他自然灾害和其他布勒无法控制的事件），布勒有权全部或部分撤销采购合同，并向供应商偿还已发生的费用。

#### 19. Confidentiality 保密

During the term of the contract and thereafter, and without Bühler's prior written consent in text form, the supplier shall treat all information and data of Bühler that is not publicly accessible as strictly confidential and undertakes to use them exclusively for the proper performance of the contract. The supplier shall bind ancillary staff and other third parties to the same extent. For each breach of the confidentiality obligation, the supplier shall pay a contractual penalty of CHF 25,000 (twenty-five thousand Swiss francs). Bühler reserves the right to assert further damages and may claim them cumulatively. Payment of the contractual penalty shall in no case release the supplier from its obligation to maintain secrecy.

在合同期间及其后，未经布勒事先书面同意，供应商应将不能公开获取的布勒的所有信息和数据视为严格保密内容，并承诺仅为履行合同而使用这些数据和信息。供应商应以同意的程度约束辅助人员及其他第三方。对于每一次违约，供应商应支付 25000 瑞士郎或等额人民币的罚款。布勒保留进一步损害赔偿的权利，并可累计索赔。在任何情况下，支付合同罚款并不免除供应商保密的义务。

#### 20. Intellectual property of Deliverables 交付成果的知识产权

Insofar as the provision of Deliverables involves the creation of a work, all intellectual property rights are transferred to Bühler for exclusive use upon delivery. In the case of software developments, this includes the object code, the source code, the comprehensive developer documentation as well

as a list of the open source software used including applicable license terms. The use of open source software requires in any case the prior written consent of Bühler.

只要产品的提交涉及任何作品创作，则所有知识产权在交付时即转让给布勒独家使用。在软件开发的情况下，这包括目标代码、源代码、全面的开发人员文档及使用的开放源代码列表，包括适用的许可条款。使用开放源代码软件在任何情况下都需要获得布勒的事先同意书。

To the extent necessary or useful for the intended purpose, Bühler has the irrevocable, royalty-free and unlimited right to use all systems, programs, standard software and documents as well as all know-how and all other industrial property rights associated with or contained in the Deliverables worldwide (including the right to grant sublicenses).

在必要或对预期目标有用的范围内，布勒拥有不可撤销、免版税和无限制的权利，可以在全球范围内使用与交付物有关或包含在交付物中的所有系统

、程序、标准软件和文档以及所有专有技术和所有其他工业产权（包括授予分许可的权利）。

The supplier shall ensure that no patent or other rights of third parties are infringed by the delivery or use of the Deliverables, and that the supplier does not infringe any patents or industrial property rights of Bühler or encourage such infringement.

供应商应确保交付或使用的“交付成果”不会侵犯第三方的专利或其他权利。供应商不侵犯布勒的任何专利或工业产权，也不鼓励此类侵权行为。

In case of infringement of patent or other rights of third parties, Bühler may, at its discretion and irrespective of the supplier's fault, demand from the supplier: i) that the supplier procures the right of use for Bühler and the end customer of Bühler at its own expense, or ii) that the supplier modifies or replaces the Deliverables or parts thereof at its own expense so that the Deliverables no longer infringe any rights of third parties, provided that such modifications do not have any negative effects on the Deliverables and their use, or iii) that the supplier refunds the price with interest. In any case, Bühler shall be entitled to claim additional damages irrespective of the supplier's fault.

如果侵犯了第三方的专利权或其他权利，无论供应商是否有过错，布勒均可自行决定要求供应商自费为布勒和布勒的最终客户获取使用权。供应商自费修改或更换交付物或其他部分，使交付物不再侵犯第三方的任何权利，前提是该修改对交付物及其使用不会产生任何负面影响。在任何情况下，无论供应商过错如何，供应商退还价款及利息，布勒均有权要求额外赔偿。

#### 21. Intellectual property of Bühler 布勒的知识产权

Bühler retains all rights to the delivered plans, Bühler instructions and manuals, technical documents, samples, the means of production such as models, dies, tools, computer software, etc. These may not be made accessible to third parties, may not be copied and may not be used outside the fulfilment of the order.

布勒保留对交付成果的所有权利。布勒的说明书和手册、技术文档、样品、生产资料，如模型、模具、工具、计算机软件等，第三方不得访问这些信息，不得复制，不得在订单的全部文件之外使用这些信息。

#### 22. Advertising 广告

The use of orders and deliveries placed under a Purchase Contract and the mention of the business relationship with Bühler for advertising purposes is only permitted with the prior written consent of Bühler. Bühler may revoke its consent for advertising purposes at any time and without giving reasons. In this case, the supplier is obligated to take all measures immediately and at its own expense to remove the reference designation in a timely manner.

只有在获得布勒事先书面同意的情况下，才可使用采购合同下的订单和交付产品，以及出于广告的目的提及与布勒的业务关系。布勒可随时撤销其用于广告目的的授权，而无需说明理由。这种情况下，供应商有义务立即采取一切措施，自费并及时取消相关的授权。

#### 23. Data protection and IT security

##### 数据保护及信息技术安全

The supplier must take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity, and availability of the delivered software as well as its own IT systems, as far as Bühler is processing data on them.

供应商必须采取适当的组织和技术措施，确保所交付软件及其信息技术系统的保密性、真实性、完整性和可用性，只要布勒正在处理这些软件及其信息技术系统上的数据。

The supplier acknowledges and agrees that Bühler may have access to personal data (i.e., information about identified or identifiable natural persons, such as names, functions, or contact information) of supplier's employees, agents, consultants, contractors, and other personnel. Such personal data may be processed by or on behalf of Bühler in accordance with Bühler's Privacy Policy, which is available at [www.buhlergroup.com/privacy](http://www.buhlergroup.com/privacy), in order to assume and/or fulfil rights and/or obligations arising from this contractual relationship to which these GPC apply, and for related purposes, including but not limited to order and payment processing, customs and import/export management, supplier relationship management, accounting and general administrative purposes. The Parties agree that they will act as independent data controllers (as defined by applicable law) in relation to personal data processed in accordance with this clause. The supplier further undertakes to inform its personnel that Bühler is entitled to process personal data and, if necessary, to obtain a valid consent. In particular, the supplier points out the right of Bühler to transfer personal data to third parties or third parties abroad while maintaining a comparable level of data protection.

供应商承认并同意布勒可以访问供应商的员工、代理、顾问、承包商和其他人员的个人数据（涉及已识别或可识别的自然人信息、姓名、职能或联系信息）。此类个人数据可由布勒或其代表根据布勒的隐私政策进行处理，以便承担或履行这些 GPC 适用的合同关系所产生的权利或义务。以及用于双方同意的相关意图，包括但不限于订单的付款、海关和进出口管理、供应商关系管理、会计和一般管理。他们将独立控制或处理本条款涉及的个人数据。供应商应进一步承诺并告知其员工，布勒有权处理个人数据，并在必要时获得有效同意。供应商特别指出布勒有权将个人数据传送给第三方或国外第三方，同时保持同等程度的数据保护。

#### 24. Final provisions 最终条款

**Entire agreement:** The Purchase Contract takes precedence over all agreements between individual or all parties made before the conclusion of this Purchase Contract, unless these agreements expressly form part of the Purchase Contract.

**完整协议：**本采购合同优先于在本采购合同签订之前双方或多方所达成的所有协议，除非这些协议直接构成本采购合同的一部分。

**Assignment:** The assignment of rights and obligations under the Purchase Contract by the supplier to a third party requires the prior written consent of Bühler. Bühler may assign rights and obligations under the Purchase Contract in accordance with the law.

**转让：**供应商将采购合同项下的权利义务转让给第三发需要事先征得布勒的书面同意，布勒可依法转让采购合同项下的权利和义务。

**Severability clause:** If individual provisions of the Purchase Contract or an order prove to be invalid or illegal, the validity of the remaining contractual provisions shall not be affected. These provisions shall be replaced by the parties by a valid one, which comes closest to the original meaning and economic circumstances.

**可分割条款：**如果采购合同或订单的个别条款被证明无效或不合法，合同其余条款的有效性不受影响。这些条款由当事人以最接近其愿意和经济情况的条款取代。

**Amendments of contract:** Amendments to the Purchase Contract must be recorded in writing and signed by both parties.

**合同的修改：**对采购合同的修改必须以书面形式记录，并由双方签字。

**Communication:** Notifications in text form can also be in digital form. Notifications in written form must be on paper.

**沟通：**文本形式的通知也可以是数字形式。书面通知必须纸质。

**Settlement of dispute and applicable law:** 争议解决与管辖法律：

For domestic business: the place of jurisdiction shall be exclusively the people's court of the purchaser's business place. The applicable law shall be exclusively the law of the People's Republic of China.

## General Purchasing Conditions

### 通用采购条款



对于国内业务：诉讼地应排他性的为采购方布勒所在地有管辖权的人民法院。适用法律应排他性的为中华人民共和国法律。

For international business: for any dispute resulting from the purchase contract, either party of the Order/Contract shall be entitled to refer the matter to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration. The arbitration award shall be final and binding on both parties. The place of arbitration shall be Shanghai, the applicable law shall be the laws of P.R. of China and the ruling language shall be English.

对于国际业务：与采购合同有关的任何争议，任何一方应有权将该事项提交中国国际经济贸易仲裁委员会（CIETAC），按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。适用的法律应是中华人民共和国法律。适用的语言应是英文。

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**Wuxi, P.R.China**