

# General Terms and Conditions of Purchasing

## 通用采购条款



### 1. Scope and definitions

#### 范围和定义

These General Terms and Conditions of Purchasing ("GTCP") govern the conclusion, content, and performance of all contracts for the procurement of goods and services ("Deliverables") irrespective of whether the contract is concluded virtually or by an offline transaction (hereinafter referred to as "Contracts") of Bühler, unless otherwise agreed.

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 Contract.

除非另有约定，本通用采购条款（“GTCP”）适用于布勒公司所有货物和服务（“交付物”）采购合同的订立、内容和履行（以下称“采购合同”），无论合同是以虚拟方式签订还是线下签订。

合同的标的物包括供应商应提供的交付物，和在不另行支付报酬的情况下，为正确履行交付物所需的所有其他服务，即使这些服务未在合同中详细列出。

### 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) Contract
- b) the present GTCP
- c) further appendices in descending order of rank to the 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 GTCP
- 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. Delivery 送货

Bühler designates the place of performance. Benefits and risks shall pass to Bühler only after acceptance of the Deliverables by Bühler at the place of performance in accordance with the Incoterm agreed in the Contract. Unless otherwise agreed, the place of performance for national Contracts shall be DDP Bühler in China, and for international 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 Contract, the supplier shall be liable both for damage due to improper packaging, and for damage in transit and during intermediate storage.

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

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交付物后才转移。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。

交付时，布勒仅限于对交付物外观进行检查。

### 4. Performance of Deliverables 交付物的履约情况

Bühler stands for quality. Supplier undertakes to adhere to the provision of the Deliverables with the Bühler Quality Assurance Manual for Suppliers as far as applicable, available under: [Bühler Corporate Governance](#).

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 Contract on all third parties called in for the performance of the Contract, in particular the obligations under clause 16 (Legal Compliance and Ethical Business Conduct) and 13 (Confidentiality). Irrespective of Bühler's consent, the supplier remains fully responsible for the contractual performance of the Deliverables by the third parties called in.

布勒代表质量。供应商承诺在交付货物时遵守《布勒供应商质量保证手册》，该手册可在以下链接查阅：[Bühler Corporate Governance](#)。

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 16 条（法律合规与商业道德行为）和第 13 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。

### 5. 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.

Subject to delivery in accordance with the contract and the law, the invoice is due for payment 90 (ninety) 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.

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

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。

货物符合合同约定及法律规定的，发票在收货后 90（九十）天内到期支付。如到期未付，供应商应给予布勒 30（三十）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。

供应商不应有权抵消和反对布勒的抵消。

### 6. Delay 延期

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 delay, a contractual penalty of 1% of the order value per commenced week, up to a maximum of 5% of the total value of the agreed performance, 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，最高不超过合同总金额的 5%。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）。

### 7. 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.

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.

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。

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。

### 8. 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。

### 9. 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。

### 10. 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 up to an amount of 1 Mio Swiss Francs or the turnover under the Contract for the preceding 12 months, whichever is higher.

供应商应对所有因违反合同和/或法律义务和/或交付物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）。最高责任限额为 1,000,000 瑞士法郎（或等额人民币）或前 12 个月的合同营业额，以较高者为准。

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

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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.

供应商对其集团公司、辅助人员和第三方的行为负责，承担如自身行为的同等责任。

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。

### 11. 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.

在履行合同义务期间，供应商应维持适当的保险，以充分覆盖与交付物履行相关的责任风险。一经要求，供应商应向布勒提交足够保险的书面证明。

### 12. 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 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。

### 13. 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 25,000 瑞士法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。

### 14. 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。

### 15. 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。

### 16. Legal Compliance and Ethical Business Conduct

#### 法律合规和商业道德行为

The supplier agrees and ensures that its employees, directors, representatives, agents and subcontractors, 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 Environmental Health and Safety Minimum Requirements as amended from time to time, which are available under: [Bühler Corporate Governance](#).

供应商同意并确保其员工、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《布勒环境健康与安全最低要求》中规定的原则（及其不时修订的内容），这些文件可在以下网址查阅：[Bühler Corporate Governance](#)。

Furthermore, the supplier undertakes and ensures that its employees, directors, representatives, agents and subcontractors comply with all applicable legal regulations, both domestic and foreign, and are committed to ethical business conduct. This encompasses especially but is not limited to laws on corruption and bribery, human and labor rights, health and safety and environmental protection. Explicitly, the supplier commits to:

此外，供应商承诺并确保其员工、董事、代表、代理商和分包商遵守所有适用的国内外法律法规，并承诺遵守商业道德。这尤其包括但不限于反腐败和反贿赂、人权和劳工权利、健康和环境以及环境保护的法律。供应商明确承诺：

- Unconditionally prohibit any form of bribery and corruption, whether directly or through intermediaries, including adherence to all laws regarding illegal payments and ensuring transparent and fair business practices.
- 无条件禁止任何形式的贿赂和腐败行为，无论是直接贿赂还是通过中间人贿赂，包括遵守有关非法付款的所有法律，并确保透明和公平的商业行为。
- Steadfastly prohibit any form of child labor and forced labor within their operations and broader supply chains, adhering to international standards and national legal requirements.
- 严格遵守国际标准和国家法律要求，坚决禁止在其运营和更广泛的供应链中出现任何形式的童工和强迫劳动。
- Ensure a safe and healthy work environment for all employees.
- 保证所有职工有安全健康的工作环境。
- Comply with environmental laws and regulations, strive to manage and reduce greenhouse gas emissions and energy consumption, continuously improve sustainable resource use practices, reduce water usage and waste generation, and ensure that products and services are designed to minimize environmental impacts throughout their life cycle.
- 遵守环境法律法规，努力管理并降低温室气体的排放和能源消耗，不断改进可持续资源利用方法，减少用水量和废物产生，并确保产品和服务的设计在其整个生命周期内能最小化对环境的影响。
- Ensure that minerals used are not sourced from conflict-affected and high-risk areas supporting armed groups or contributing to human rights violations.
- 确保所使用的矿物不来自支持武装团体和侵犯人权行为的受冲突影响地区和高风险地区。

The supplier cascades these commitments to its own supply chain, guaranteeing that such ethical practices and legal compliances are upheld at every level.

供应商将这些承诺逐级传达给自己的供应链，以确保在各个层面都能遵守这些道德规范和法律规定。

### 17. International trade 国际贸易

The supplier guarantees to comply with all applicable national and international customs and foreign trade laws as well as all applicable export controls, economic sanctions, customs, and international trade laws imposed by Switzerland, the EU, the USA, the UN, and other relevant authorities ("Trade Compliance Law"). The supplier ensures that also its affiliates and subcontractors comply with the Trade Compliance 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 Trade Compliance Law for export, import, and re-export, in particular

供应商保证遵守所有适用的国内和国际海关法和外贸法，以及瑞士、欧盟、美国、联合国和其他相关机构实施的所有适用的出口管制、经济制裁、海关和国际贸易法（“贸易合规法”）。供应商应确保其关联公司和分包商也遵守贸易合规法。供应商应尽快（但不得晚于交货时，且发生变更时不得延迟）向布勒提供后者为遵守贸易合规法而要求的出口、进口和再出口文件，尤其是：

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- 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.), export control classification information (e.g., ECCN) and customs tariff number (e.g. hs -code), 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（如原产地说明、发票上的原产地声明、原产地证明等）、出口管制分类信息（如 ECCN）和海关税则号（如 hs 编码），如适用
- all relevant documentation and certificates regarding the classification of dangerous goods; and
- 所有与危险品分类有关的文件和证书；以及
- all relevant declarations of conformity (including the EU CE marking).
- 所有相关的合格声明（包括欧盟 CE 标志）。

The supplier is further responsible for:

供应商还应负责：

- Obtaining all necessary export and import licenses, permits, and authorizations.
- 获得所有必要的进出口证书，许可和授权。
- Not engaging in transactions with sanctioned entities or destinations, unless authorized.
- 除非获得授权，否则不得与受制裁实体或目的地进行交易。
- Ensuring provided information is not used in violation of Trade Compliance Laws.
- 保证提供的信息不被用于违反贸易合规法的用途。

The supplier must notify Bühler in writing the latest within 5 business days of any suspected or known violations of Trade Compliance Laws and cooperate fully with any investigations. The supplier undertakes to indemnify and hold Bühler harmless against all liabilities, claims, damages, losses, or expenses arising from any breach of the supplier's obligations. Bühler has the right to terminate the Contract, without any liability towards the supplier for damages or costs, if Bühler reasonably believes that the supplier's performance violates any Trade Compliance Law.

供应商必须在最晚 5 个工作日内书面告知布勒任何可疑或已知的违反贸易合规法的行为并全力配合调查。供应商承诺赔偿布勒因供应商违反义务所产生的所有责任、索赔、损害或费用。如果布勒有理由认为供应商的履约行为违反任何贸易合规法，布勒有权解除合同且不对供应商的任何损失或费用负责。

### 18. Documentation and return 存档和归还

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、规格书、测试计划、测试记录等必须保存 13（十三）年。

若其不再用于履行合同，供应商应交还所有布勒文件和材料并删除或销毁副本。

### 19. Advertising 广告

The use of orders and deliveries placed under a 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。

### 20. 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 GTCP 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 GTCP 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。

### 21. Entire agreement 完整协议

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

本采购合同优先成的所有协议，除非这些协议明确构成本采购合同的一部分。

### 22. Assignment 转让

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

供应商将采购合同项下的权利义务转让给第三方须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。

### 23. Severability 可分割性

If individual provisions of the 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.

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意愿和经济情况的条款取代。

### 24. Amendments and Notifications 合同修改和通知

Offers made by the supplier are binding on the supplier and are not to be remunerated. Any amendments and supplements to the Contract only come into effect if agreed by the Parties and upon written confirmation by Bühler. Notifications in text form can also be in digital form. Notifications in written form must be on paper.

供应商提交的报价对供应商具有约束力，且布勒无需支付报酬。对合同的任何修改和补充只有经双方同意并经布勒书面确认后方可生效。

文本形式的通知也可以是数字形式。书面形式通知必须是纸质的。

### 25. Signature 签字

E-signatures are valid and binding on the parties and shall have the same legal value as handwritten signature.

电子签名对当事人有效并具有约束力，与手写签名具有同等法律效力。

### 26. Place of jurisdiction and applicable law 管辖地和适用法律

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.

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。仲裁地应为上海，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。

**Bühler China 布勒中国**  
**Wuxi, P.R.China**