

General Terms and Conditions of Purchase for domestic business
通用采购条款（适用国内业务）

1. General 总则

The contract between the purchaser and the supplier shall enter into force upon receipt of the supplier's written confirmation that he accepts the order received from the purchaser ("Confirmation of the Order") without any changes.

The order must be acknowledged within 5 days after receipt by signing and returning the enclosed 'Confirmation of the order'. If this is not done within this period, it shall be assumed that the order has been accepted without change.

By confirmation of the order, the supplier accepts the present General Terms of Purchase. These shall always have priority over any other Terms of Supply of the supplier to the contrary unless the latter have been expressly accepted in writing by the purchaser. The same also applies especially to other terms included in the quotations and confirmations of the order of the supplier. All agreements and legally relevant declarations of the contracting parties must be made in writing to be valid.

采购方和供应方的合同在采购方收到供应方未作任何变更、完全接受采购方订单的书面确认（“订单确认”）即生效。

供应方必须在收到采购订单后 5 天内签署附件的“订单确认”并返还给采购方作确认。如在该期间内未作确认的，应被认为供应方已完全接受该订单。

供应方确认订单即为接受本通用采购条款。本通用采购条款应始终优先于任何供应方的供应条款，除非采购方以书面形式明确接受供应方的条款。特别是其它条款包含在供应方的报价和订单确认中时，同样也适用上述规定。

所有订单双方的协议及相关法律声明必须书面签署后才有效。

2. Blueprints, directives and instructions of Buhler, technical documentation and production means 布勒的蓝图、指示、操作指南、技术资料和生产资料

Blueprints, directives and instructions of Buhler, technical documentation such as drawings and calculations, etc. and specimens made available to the supplier by the purchaser shall be binding. The supplier shall verify the information provided by the purchaser and, in case of doubt, consult the purchaser.

The purchaser reserves all rights on its blueprints, directives and instructions of Buhler, technical documentation, specimens and production means supplied such as models, dies, tools and computer software, etc. These and the copyrights on them are the property of the purchaser and shall not be made accessible to third parties, not be duplicated and not be used for any other purposes than the fulfilment of the contract concluded with the purchaser without the prior written permission of the purchaser.

The supplier shall return all blueprints, directives and instructions of Buhler, technical documentation, specimens and production means to the purchaser on completion of the supplies or if the contract is cancelled.

It is the supplier's full and unconditional responsibility for the supplies to meet with the relevant government and industrial standards, safety laws and regulations, and the relevant standards and regulations for prevention of accident.

采购方向供应方提供的蓝图、指示、操作指南、技术资料（如图纸和计算等）以及样品等应具有约束力。供应方应核实采购方提供的该等信息，如有疑问应咨询采购方。

采购方保留其提供的蓝图、指南、说明书、技术文件、样品和生产方法（如模式、模具、工具及电脑软件等）的所有权利。该等文件及其版权归采购方所有，未经采购方事先书面许可，不允许被复制或被用作履行合同义务以外的目的。

在供货完成或合同取消后，供应方应将所有的蓝图、指示、操作指南、技术资料、样品和生产资料归还给采购方。
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供应方应无条件对所供货物负全部责任，以满足相关政府和工业标准、安全法律和法规以及事故预防的相关标准和法规。

3. Delivery dates 交货日期

The delivery dates specified by the purchaser in the order shall be binding. The supplier has to immediately inform the purchaser when circumstances making it impossible to keep delivery dates emerge. The delivery dates refer to the supply of the owed subject matter of the contract at the place of performance of the supply. If the delivery date is not observed, the purchaser shall be entitled to insist on the fulfilment of the contract or to waive any further supply without granting any extension of the delivery date. In any case, the supplier shall become liable to pay indemnification to the purchaser. In the event of a delayed delivery, a penalty amounting to 1% of the order value affected by the delay for each commenced week. Payment of the penalty shall not release the supplier from the fulfilment of the rest of the contract. Claiming further damages by the purchaser shall be reserved.

采购方在采购订单中规定的交货日期应具有约束力。当有无法按时交货的情形发生时，供应方应立即通知采购方。交货日期是指应交付的合同标的物在合同履行地交付的时间。如供应方不能按时交付，采购方应有权在不延长交货日期的情况下要求供应方履行合同或拒绝任何后续供货。无论如何，供应方应向采购方支付赔偿金。如果交货延迟，供应方应按照每延迟一周向采购方支付订单金额的 1%作为罚金。支付罚金不应免除供应方进一步履行合约规定的其它义务。采购方保留进一步索赔的权利。

4. Place of performance 义务履行地

Place of performance is the place of transfer of the supplies mentioned in the order. The place of performance for the payment is at the Purchaser's place.

交付义务的履行地为订单中提及的供货转移地点。付款义务的履行地为采购方所在地。

5. Transfer of benefit and risk 得益及风险转移

The benefit and risk of the ordered subject matter defined in the contract shall in no event be transferred to the purchaser before delivery at the place of performance mentioned in the order. 合同标的物的得益和风险无论如何不应在合同提及的交付履行地前转移至采购方。

6. Delivery and insurance 运输及保险

The delivery and insurance instructions of the purchaser shall be observed in transporting the supplies. The supplier shall be liable both for damage due to improper packing and for damage sustained during transport and intermediate storage.

All the costs in relation to packing, transportation, loading and unloading of the supplied goods or services shall be borne and paid by the supplier. Transportation insurance covering the whole duration of transportation for 110% of the total contract value and freight against all risks shall be arranged for, borne and paid by the supplier.

A delivery note shall be attached to each dispatch of supplies. It shall contain the following information: Buhler order no., Buhler article no., name or description of item, quantity, gross weight, net weight, as well as number of packages and dimensions.

货物的装运应遵循采购方的运输和保险指示。供应方应对由于包装不当引起的损害及在中途存储过程中引起的损害负责。

所有与所供货物或服务有关的包装、运输、装货、卸货有关的费用应由供应方承担并支付。供应方应负责安排投保运输保险、承担并支付该保险费用，该运输保险应覆盖整个运输期间，按总合同金额及运费的 110%为保险金额投保一切险。

每批发运货物应附一份发运单，包含以下信息：布勒订单号、布勒货号、品名或项目描述、数量、毛重、净重以及包装件数和尺寸。

7. Warranty and correction of defects 质量保证及缺陷修复

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The purchaser shall be entitled to make complaints of defect within the warranty period without observing any time limit for claims. In particular, any payment made by the purchaser shall not constitute any acknowledgement with respect to quantity, price or quality, and shall in no manner affect the right of the purchaser to make claims.

The supplier shall guarantee freedom from defects during two years after the supplies go into service. The supplier shall correct all defects claimed by the purchaser up to the end of the warranty period immediately upon the first request and at no cost to the purchaser. After correction of a defect, the warranty period and the period for claims for the corrected and/or replaced part of the delivery restarts running.

If the supplier fails to honour his warranty obligations, or if he does not honour them without delay or completely, the purchaser shall be entitled at its own discretion either to insist on proper correction of the defects, to have the defects corrected by a third party at the supplier's expenses or to claim a price reduction or to return the supplied subject matter of the contract against reimbursement of any payment or payments that may already have been made. In addition, the purchaser reserves the right to claim damages from the supplier for non-performance or poor performance. In case of litigation with the end customer, the supplier shall immediately, upon the first written notification by the purchaser, participate in the litigation. If the supplier does not take part in the litigation, he shall unconditionally accept, in relation to the purchaser, the actual admissions made by the purchaser in relation to the end customer concerning the contractual subject matter that he has supplied.

在质量保证期内，采购方应有权在任何时候对货物的缺陷进行索赔。特别是，采购方支付的任何款项不应构成对货物数量、价格或质量的认可，因此不应影响采购方进行索赔的权利。

供应方应保证所供货物在投入使用后两年内无任何缺陷。直至质保期结束，供应方应在收到采购方的第一次请求后立即自负费用修复采购方声称的所有缺陷。在缺陷被修复后，修复和/或更换的部件的质保期及索赔期限重新开始起算。

如果供应方未能履行其质保义务，或延迟履行义务，或未能完全履行义务，采购方应有权自行决定：坚持由供应方对缺陷进行完全修复；或由第三方修复缺陷，费用由供应方承担；或减少合同价款；或凭供应方返还的所有采购方已支付的货款，退回所供的合同标的物。此外，采购方保留由于供应方不履行或履行不合格而向其索赔的权利。如果和最终客户有诉讼，供应方应在收到采购方的第一次书面通知后立即参加该诉讼。如供应方不参加诉讼，则应无条件接受与采购方有关的、采购方向最终客户作出的与供应的合同标的物相关的实际承诺。

8. Technical modifications 技术修改

Deviations from the agreed technical specifications and other modifications to the subject matter of the contract to be supplied by the supplier after conclusion of the contract shall not be allowed. They require the prior written approval by the purchaser.

合同签订后，应不允许对供应方所供合同标的物已约定的技术规格偏离和修改。任何偏离和修改需经采购方事前书面批准。

9. Patents and protective rights 专利和保护性权利

The supplier warrants and represents that no patent rights, protective rights or other rights of third parties (e.g. computer software copyrights) are violated by the supply or by the utilization of the contractual subject matter supplied, and he shall fully indemnify the purchaser against any claims made by third parties. In case of an infringement of patent rights, protective rights or other rights of third parties, the purchaser shall be entitled, at his own discretion and regardless of whether the supplier is at fault or not, to cancel the contract and/or to claim damages from the supplier.

供应方保证其供货或使用其供应的合同标的物未违反任何专利权、保护性权利或其它第三方的权
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利（如计算机软件版权），且应对采购方遭受的任何来自第三方的索赔进行全部补偿。一旦涉及侵犯专利权、保护性权利或其它第三方的权利，无论供应方是否存在过错，采购方应有权自行决定取消合同和/或向供应方索赔。

10. Safety and accident prevention / Official and legal requirements and regulations
安全和事故预防 / 官方和 legal 要求以及规定

Each supply shall comply with the state of the art, the machine safety laws and the other pertinent laws, standards and guidelines, in particular on safety, accident prevention and on threshold values for radioactivity, each applying at the time of supply. The supplier shall be liable, without any time limit, for any damage resulting from inadequate fulfilment of pertinent laws, standards and guidelines by the supplier or its sub-suppliers.

每一次供货应符合当前工艺水平、机械安全法律以及其它相关法律、标准和指南，特别是安全、事故预防和放射性阈值，每一种规定在供货的时候均应符合。供应方应在任何时候对于其自身或其分包商未充分履行相关法律、标准和指南而导致的损害负责。

11. Secrecy 保密

The supplier shall not be allowed, without prior written permission of the purchaser, to make any contractual agreements or information of technical or commercial nature that he receives in the context of contract performances, accessible to third parties or to use them for other purposes than for fulfillment of the contract concluded with the purchaser. These obligations shall remain valid even after expiration of the contract. If this obligation to maintain secrecy or the restriction of use is violated, the purchaser reserves the right to claim damages from the supplier.

未经采购方事先书面许可，供应方应不允许第三方获得其在合同履行过程中接收到的任何合同协议或技术性质或商业性质的信息，或将这些信息用于除履行与采购方的合同之外的其它目的。该等义务应在合同终止后仍应有效。如违反该等保密义务或使用限制，采购方保留向供应方索赔的权利。

12. Advertising 广告

The utilization of an order placed by the purchaser, the subject matters of contract supplied within the scope of such an order and the business relations with the purchaser for advertising purposes requires the prior written permission of the purchaser.

利用采购方的订单、其订单范围内所供的合同标的物以及及与采购方的业务关系来做广告宣传的，需由采购方事先书面许可。

13. Prices 价格

The prices stated in the order of the purchaser are fixed prices.

采购订单中显示的价格为固定价格。

14. Invoicing and due date of payment 开票和付款到期日

Each supply shall be immediately invoiced upon delivery, with a copy of the invoice being attached to each dispatch of supplies.

Unless otherwise agreed upon in writing, and subject to the contractual supply, being free from defects, of the contractually owed subject matter and of the associated documentation in compliance with the contract, the invoice shall fall due within 30 days of presentation. If the supplies of the contractually owed subject matter are defective, the payment shall come due 30 days after proper correction of the defects.

Cash-on-delivery consignments or bills of exchange shall not be accepted.

Changes in the address for payment shall be reported to the purchaser by the supplier in good time and in writing.

每批货物在发运时即应开票，且随货附上一份发票复印件。

除非另有书面约定，所供货物符合供货范围、无缺陷、应交付的合同标的物及伴随文件符合合同

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规定的前提下，发票应在递交后 30 天内到期。如果合同项下应交付的标的物的供货有缺陷，该付款应在缺陷被完全修复后 30 天内到期。

不接受货到付款或汇票。如果收款账号有变化，供应方应及时书面告知采购方。

15. Code of Conduct / Legal Compliance 行为准则 / 合规

The supplier commits and will ensure that its employees, directors, officers, representatives, agents and sub-suppliers, shall in all respects and at all times adhere to the principles set forth in the Supplier Code of Conduct of the purchaser and Buhler Minimum Occupational Health and Safety Requirements from time to time in force.

The valid Supplier Code of Conduct and Buhler Minimum Occupational Health and Safety Requirements are accessible on Buhler's homepage www.buhlergroup.com/suppliers.

Furthermore, the supplier will and will ensure, that its employees, directors, officers, representatives, agents and sub-suppliers will comply with all applicable legal requirements, whether local or foreign, including but not limited to any laws prohibiting corruption and bribery as well as with the Anti-Bribery and Anti-Corruption Rules of Buhler.

Prohibited are in particular:

- Payments for undue services.
- Payments for unaccounted services.
- Payments aimed at accelerating a process ("facilitation payments").
- Payments without evidence of a receipt.
- Commissions not reflecting market conditions.
- Gifts (goods, entertainments, cash disbursements) exceeding CHF300 or its equivalent in other currencies.
- Over-invoicing and under-invoicing.

供应方承诺并应当保证其雇员、主管、专员、代表、代理人及分包商应在各方面及任何时候遵守采购方实时生效的供应商行为准则和布勒对供应商及分供应商的最低职业健康和安全生产要求。布勒现行的供应商行为准则和布勒对供应商及分供应商的最低职业健康和安全生产要求可通过网址 www.buhlergroup.com/suppliers 获取。

此外，供应方会并应当保证其雇员、主管、专员、代表、代理人及分包商遵守所有适用的法律，不论是国内或者国外的，包括但不限于任何禁止贪污受贿的法律以及布勒的反贿赂、反腐败的规定，尤其禁止以下行为：

- 就任何不正当的服务支付费用
- 就任何没有入账的服务支付费用
- 支付任何疏通关系的费用（“疏通费用”）
- 进行没有收款凭证的付款
- 支付高于市场水平的佣金
- 支付超过 300 瑞郎或等值其它货币的礼品（物品、娱乐招待、现金）
- 多开发票或少开发票

16. Data Protection 数据保护

The supplier acknowledges and agrees that the purchaser may have access to personal data (i.e. information relating to identified or identifiable natural person for example names, functions or contact details) of the supplier's employees, representatives, consultants, agents, contractors and other personnel. Such personal data may be processed by or on behalf of the purchaser in accordance with Buhler's privacy policy, available at www.buhlergroup.com/privacy in order to enter into and perform any rights and/or obligation under these General Terms of Purchase as well as related purposes, including but not limited to order and payment processing, tolls and BUHLER CHINA V201810

import/export management, customer relationship management, business accounting and general administrative purposes. The parties agree that they act as independent controllers (as defined under applicable law) in relation to personal data processed in accordance with this clause. The supplier further undertakes to inform its personnel of whom the purchaser is entitled to process personal data and obtain valid consent (if applicable) thereby especially pointing out the purchaser's right to transfer personal data to third parties or third parties abroad while ensuring a comparable data protection level as described in the purchaser's privacy policy, in accordance with applicable law.

供应方确认并同意采购方可以接触供应方的员工、代表、顾问、代理、承包商和其他人员的个人信息（即关于已识别或可识别的自然人的信息，比如姓名、职位或联系方式）。为了缔结和履行该通用采购条款项下的权利和/或义务以及相关目的，包括但不限于订单和付款处理、服务费及进出口管理、客户关系管理、商业会计以及一般行政目的，该等个人信息可由采购方或代表采购方按照布勒的隐私政策（见 www.buhlergroup.com/privacy）进行处理。双方同意，就按照本条所处理的个人信息，双方系作为独立的控制方（按照适用的法律中的定义）。根据适用的法律，供应方进一步承诺通知其相关人员，采购方有权处理该等人员的个人信息，并获得该等人员的有效同意（如适用），其中特别指出采购方有权将个人信息转移至第三方或境外第三方，同时确保与采购方隐私政策中所述相当级别的数据保护。

17. Further terms and conditions 进一步的条款和条件

On request and after prior written application, the supplier shall grant the purchaser admission to their production facilities. The supplier shall be obliged to check the contractual subject matter to be supplied for completeness, operability and perfect quality.

Goods rejected by the purchaser shall be sorted out and returned at the supplier's costs and risk. In such a case, the supplier shall effect a compensation delivery without delay.

一经要求并得到事先的书面申请后，供应方应允许采购方接近其生产设备。供应方应有义务检查所供合同标的物的完整性、可操作性及质量是否符合要求。

采购方拒收的货物应被分拣出来并作退运，费用和风险由供应方承担。在这种情况下，供应方应立即发运补偿货物。

18. Place of jurisdiction and applicable law 诉讼地和适用法律

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.

诉讼地应排他性的为采购方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。

19. Language 语言

These GTP are in Chinese and English. The ruling language is Chinese, and the Chinese version shall prevail in case of any language discrepancies.

本通用采购条款以中文和英文写就，如果两种语言文本之间有差异，以中文为准。