

## General Purchasing Terms-Direct Purchase

### 1 Scope

#### 范围

- 1.1 Orders by Vaillant (Wuxi) Heating Equipment Co., Ltd (hereinafter collectively referred to as "Vaillant Group China") are placed exclusively based on these General Purchasing Terms. If an affiliated company uses other purchasing terms, then these shall apply. The ordering company of Vaillant Group China is hereinafter referred to as the "Purchaser". General terms and conditions of the Supplier that conflict with or deviate from these General Purchasing Terms shall be deemed accepted only if the Purchaser has acknowledged them in writing as being a supplement to these General Purchasing Terms. These General Purchasing Terms shall apply even if the Purchaser has unconditionally accepted delivery or performance, or has made payment, knowing of the Supplier's general terms and conditions conflicting with or deviating from these General Purchasing Terms.

威能(无锡)供热设备有限公司(以下统称为“威能集团中国”),应完全依照本《一般采购条款》下发订单。如果关联公司使用其他采购条款,则应适用这些条款。威能集团中国的订货公司以下简称为“采购方”。供应商的一般条款和条件如与本《一般采购条款》相冲突或者偏离,仅在采购方书面承认该等一般条款和条件作为对《一般采购条款》的补充的情况下才视为已被采购方接受。即使采购方在知道供应商的一般条款和条件与本一般采购条款相冲突或者偏离的情况下,无条件接受交付或已经付款的,本一般采购条款仍应适用。

- 1.2 These General Purchasing Terms shall also apply to all future business transactions with the Supplier until new General Purchasing Terms become valid.

本《一般采购条款》也应适用于今后与供应商的所有商业交易,直至新的《一般采购条款》生效。

- 1.3 In case the Purchaser enters into separate supply agreements and/or quality assurance agreements with the Supplier or any other agreements in written form deviating from these General Purchasing Terms, these General Purchasing Terms shall apply subordinately and supplementary to such agreements.

如果采购方与供应商签订单独的供应协议和/或质量保证协议,或与本通用采购条款不同的任何其他书面形式的协议,本通用采购条款应从属于并补充适用于这些协议。

### 2 Conclusion and Modifications of Contract, Target Quantities

#### 合同的缔结及修改,产品数量的确认及修改

- 2.1 Orders, contracts and call-offs (Scheduling Agreement Releases) as well as their modifications and amendments must be in written form. Orders and call-offs (Scheduling Agreement Releases) can also be submitted via remote data transmission, fax or electronically via the E-Ordering-Platform operated by Vaillant Group China. Orders and call-offs (Scheduling Agreement Releases) are valid without signature, if stated therein.

所有订单、合同、计划协议分订单及其修订和补充必须以书面方式进行。订单、计划协议分订单也可以通过远程数据传输、传真或通过威能集团中国区运营的电子订购平台进行。如有说明,订单和计划协议分订单无需签字也是有效的。

- 2.2 To become effective, oral agreements after the conclusion of the contract, especially subsequent modifications and amendments of these General Purchasing Terms – including this Clause requiring written form – as well as collateral agreements of any kind also require the Purchaser's written confirmation. Clause 2.1 sentences 2 and 3 remain unaffected.

在合同签订后达成的口头协议,特别是对于本《一般采购条款》-包括对本条款的后续修订和补充,都应当采用书面形式方能生效,其它任何形式的附属协议都应当取得采购方的书面确认。第2.1条的第2、3条仍然适用。

- 2.3 If the Supplier accepts an order or a call-off (Scheduling Agreement Release) he shall provide the Purchaser with an order confirmation; Clause 2.1 shall apply accordingly. If the Supplier does not accept an order within two weeks from receipt, the Purchaser shall be entitled to

revoke such order. Call-offs (Scheduling Agreement Releases) shall be deemed to have been accepted by the Supplier if the Supplier does not object thereto within one week from receipt; deviating agreements shall remain unaffected.

如供应商接受订单或者接受计划协议分订单,应向采购方提供书面确认,相应适用第2.1条。如供应商在收到订单后的两周内不接受订单,采购方有权取消该订单。如果供应商在收到计划协议分订单后一周内未提出异议,则视为供应商已接受,原协议不受影响。

- 2.4 Target quantities stated in order documents by the Purchaser shall be non-binding forecasts of expected requirements for a specific period and shall not establish an obligation to purchase such quantities.

采购方出具的订货文件中载明的目标数量仅为不具有约束力的就某一特定期限预计要求数量的预测,不构成采购该数量货物的义务。

### 3 Modifications of Products

#### 产品的修改

Modifications of any kind, e. g. deviations of specifications, materials, size, production methods, place of manufacture, transfer of obligation to third parties, require the Purchaser's prior written confirmation. In case the Supplier makes modifications without the Purchaser's prior written confirmation the Purchaser is entitled to withdraw from the contract and to demand compensation for all damages resulting thereof.

任何修改,如偏离原有规格、材料、大小、生产方法、制造地点、将义务委外至第三方等,都应当事先取得采购方的书面确认。若供应商在未取得采购方事先书面确认的情况下做出任何修改,采购方有权退出合同并要求供应商赔偿由此带来的全部损失。

### 4 Pricing, Payment Terms, Transfer of Risk, Set off

#### 定价,支付条款,风险转移,抵销

- 4.1 The price indicated in the order shall be binding. Unless otherwise agreed upon in writing, the prices are to be considered delivered duty paid (DDP – Delivery Duty Paid, ICC Incoterms® 2020) at the Purchaser's receiving location, including also packaging and incidental costs.

订单中载明的价格具有约束力。除非双方另有书面约定,价格应当是在采购方收货地点的完税后交货价(DDP - 完税后交货,《2020年国际贸易术语解释通则》),价格同时包括包装和附带费用。

- 4.2 Unless otherwise explicitly agreed, the invoice shall be paid within fourteen (14) days by deducting a 3% cash discount or within thirty (30) days without deduction, as of payment due date and the receipt of the goods resp. the performance as well as a correct and verifiable invoice. In particular the full order number has to be included in the invoice.

除非双方另有明确约定,自到期付款日及收到相应货物和正确的、可验证的发票之日起,发票应在十四(14)天内扣除3%的现金折扣或在三十(30)天内以无现金折扣进行支付。特别需要注意的是,发票上应写明全部的订单号。

- 4.3 The Supplier is responsible for the safety of the goods until the goods are accepted by the Purchaser or the Purchaser's local representative to whom the goods must be delivered in accordance with the contract.

在货物根据合同规定发送至采购方或采购方的当地代表并由其确认收货之前,供应商应负责货物安全。

- 4.4 The Purchaser has the right to set off all claims of the Purchaser or of any other company of Vaillant Group China against all Supplier's claims against the Purchaser. On request, the Purchaser shall name each company covered by this Clause.

采购方有权将采购方或威能集团中国任何公司对供应商的索赔与供应商向采购方的索赔进行抵销。一经要求,采购方应当列明适用于本条的公司名称。

## General Purchasing Terms-Direct Purchase

### 5 Delivery, Delay in Delivery, Packaging

#### 交付、延迟交付、包装

5.1 Delivery periods and delivery dates stated in the order shall be binding. The Supplier shall be obliged to give the Purchaser prompt written notification if circumstances indicating that the agreed delivery period cannot be met occur or become apparent. Observance of the delivery date or the delivery period shall be determined by the time of receipt of the goods at the Purchaser's plant resp. at the place of delivery specified by the Purchaser.

订单中载明的交付期间和交付日期应当具有约束力。如有任何使原先约定的交付期间无法实现的情况发生或开始显现，供应商有义务向采购方及时发送书面通知。供应商是否遵守交付日期或交付期间应根据采购方在其指定地点收到货物/服务的时间来确定。

5.2 In the event of delay in delivery, the Purchaser shall be entitled to full statutory rights. In the event of delay in delivery the Purchaser shall be entitled to claim a contractual penalty in the amount of 0.5% of the value of the delivery/performance in delay for every full week, however not more than 5% of the total order value. The contractual penalty shall be credited against the total claim for damages caused by delay in delivery.

如有延迟交付，采购方应享有所有法定权利。如有延迟交付，每延迟一周，采购方有权主张延迟交付/履行部分货物/服务价值的 0.5% 作为合同违约金，但违约金不超过订单总金额的 5%。合同违约金金额应在对延迟交付提出的总索赔额中进行扣减。

5.3 The unconditional acceptance of a delayed delivery or service does not constitute a waiver of claims to which the Purchaser is entitled due to the delayed delivery or service.

采购方对延迟交付的货物或服务的无条件接受不构成采购方放弃就延迟交付货物或服务进行索赔的权利。

5.4 The Supplier shall be obliged to exactly quote the Purchaser's purchase order number on all dispatch documents and delivery notes. If it fails to do so, the Purchaser shall not be held responsible for delays in processing.

供应商必须在所有的运输单据和发货单上准确地引用采购方的采购订单号。如果供应商未引用，采购方不对延迟处理承担责任。

5.5 Partial deliveries are precluded as a rule, unless the Purchaser expressly accepts them.

一般来说，部分交付不予接受，除非采购方明确表示接受。

5.6 When delivering the goods the Supplier shall comply with the requirements (regarding packaging and labelling of goods, shipping documents, etc.) described in Vaillant Group's Supplier Logistics Handbook. The Supplier Logistics Handbook will be provided to the Supplier on request and is available for download at [www.vaillant-group.com](http://www.vaillant-group.com) (under Purchasing/ Purchasing Terms).

供应商在交货时应当遵守威能集团《供应商物流手册》中规定的要求（关于货物包装和标记、装运单据等）。《供应商物流手册》将应供应商要求进行提供，供应商也可从网址 [www.vaillant-group.com](http://www.vaillant-group.com)（采购/采购条款栏目下）进行下载。

5.7 If the Supplier is responsible for set-up or installation, and unless otherwise agreed upon, the Supplier shall assume all required incidental costs such as travel expenses, availability of tools as well as daily allowances.

如果供应商负责设置或安装，除非双方另有约定，供应商应当承担所有必要的附加费用，如差旅费、装配费用和日常津贴。

### 6 Receiving Inspection, Claims based on Defects

#### 检验、基于瑕疵的索赔、追索

6.1 The Purchaser shall only inspect the delivered goods without delay as of its receipt, whether they correspond to the ordered quantity and type and whether there is an externally visible damage. The inspection regarding compliance with the ordered quantity and type shall be made at least based on the shipping documents. Any further defects as may not be discernible within the frame of the performance of the inspection are deemed to be hidden defects. A notification of defect shall be deemed to be within due time if it is sent to the Supplier within a period

of two weeks from receipt of the goods or, in the case of hidden defects, from discovery. The Purchaser shall have no further obligations regarding inspections of goods and notifications of defect.

采购方应在收到货物/服务时立刻检验是否与订单约定的数量及型号相符以及是否有明显可见的损坏。就货物是否与订单约定的数量及型号相符的检验至少应当基于货运单据进行。任何在前述检验过程中无法辨别的瑕疵都视为隐蔽瑕疵。如采购方在收到货物/服务后两周内发送了瑕疵通知，或在发现隐蔽瑕疵之后发送了瑕疵通知，则视为采购方已经适时发送了瑕疵通知，采购方就货物检验和瑕疵通知不再负有其它义务。

6.2 The legal stipulations regarding defect of quality and defect of title shall apply unless other provisions are provided below.

除本条款另有规定外，法律规定中关于质量瑕疵和所有权瑕疵的规定应当适用。

6.3 Unless otherwise agreed, the limitation period in respect of defects shall be three (3) years and starts with the delivery of the goods (Transfer of Risk). Longer statutory limitation periods remain unaffected.

除非双方另有约定，货物瑕疵的时效期间为三（3）年，自交货（风险转移）时起算。更长的法定时效期间应不受影响。

6.4 In principle, the Purchaser shall be entitled to choose the type of fulfilment measure. The Supplier may refuse the type of supplementary performance the Purchaser selected if it is only possible at disproportionate expense.

原则上，采购方应有权选择履约方式。如采购方选择的继续履行方式仅能以不合理的花费实现，则供应商可以拒绝。

6.5 The Supplier is obliged to pay the Purchaser a lump-sum reimbursement of expenses of EUR 50.00 for every justified complaint. The Purchaser's right to claim further expenses remains unaffected. The Supplier has the right to prove that expenses have either not occurred or are substantially less than the lump-sum.

供应商应就每一项合理投诉向采购方一次性支付 50 欧元的费用补偿，且采购方进一步要求补偿的权利不受影响。供应商有权证明采购方未产生花费或花费的费用显著低于其一次性支付的补偿数额。

6.6 In the event the Supplier does not immediately begin with the correction of the defect after the Purchaser's request to correct the defect, in urgent cases, especially to ward off imminent risks or to prevent major damage, the Purchaser is entitled to undertake such correction itself or have it undertaken by a third party at the expense of the Supplier.

如供应商在采购方要求纠正瑕疵后没有立即开始对瑕疵的纠正，在紧急情况下，尤其是为了避免紧迫风险或防止重大损失，采购方有权自行进行纠正或请第三方进行纠正，相应费用由供应商承担。

6.7 The Supplier warrants that no third-party rights are infringed both in the country of destination as well as in the European Union in connection with its delivery. If the Purchaser informs the Supplier prior to the order that the delivery item is intended for another or further countries of destination, the warranty of title shall also extend to these countries. In case of an infringement of third-party rights, the Supplier shall indemnify the Purchaser and other companies of Vaillant Group China from such third-party claims on first written request. The obligation of indemnification shall apply to all damages and necessary expenses that the Purchaser and, if applicable, other companies of Vaillant Group China incur from or in connection with such third-party claims. The above shall not apply in case the Supplier is not responsible for the defect of title.

供应商保证其交付在目的国及欧盟范围内均未侵犯任何第三方权利。如果采购方在下发订单之前通知供应商的交货将适用于其它的或更多的目的国，对于所有权的保证将同时延伸至这些国家。如果有任何对于第三方权利的侵害，供应商应在收到采购方和其它威能集团中国的公司第一次书面请求时向其进行赔偿。前述赔偿义务应当适用于采购方和威能集团中国其它公司（如适用）因该等第三方索赔产生或与该等第三方索赔相关的损失或必要费用。上述规定不适用于供应商对所有权瑕疵没有责任的情形。

6.8 If the Supplier performs its obligation to effect supplementary performance by supplying a substitute product, the statute of limitations of the goods delivered in substitution shall start to run anew after delivery thereof unless, when effecting the supplementary performance, the Supplier explicitly and appropriately made the reservation that the substitute delivery was effected purely as good will, to avoid disputes or in the interests of continuation of the delivery relationship.

## General Purchasing Terms-Direct Purchase

如果供应商通过提供替代产品来完成继续履行，关于替代产品的诉讼时效应从替代产品送达时起重新计算，除非在继续履行时供应商明确并适当地做出了保留，即交付替代产品仅为善意，以避免争议或为了继续交付。

- 6.9 Should the Purchaser and/or other companies of Vaillant Group China incur expenses because of defective supplies or services, in particular transportation, labour costs, costs of material, costs of installation and removal or costs of incoming goods inspection exceeding the extent stipulated in Clause 6.1, such costs shall be borne by the Supplier.

如果采购方和/或威能集团中国其它公司因供货或服务瑕疵发生费用，特别是超过第 6.1 条规定范围的运输、人工成本、材料成本、安装及拆除费用或检验/验收费用，该等费用应当由供应商承担。

- 6.10 In case the defective delivery causes rework and/or sorting expenditure at the Purchaser and/or at another company of Vaillant Group China, the Supplier shall be obliged to pay a lump-sum reimbursement of expenses of EUR 50.00 per employee and full person-hour. The right to claim further expenses remain unaffected. The Supplier has the right to prove that expenses have either not occurred or are substantially less than the lump-sum.

如果交付瑕疵导致采购方和/或威能集团中国的另一家公司和/或其关联公司的返工和/或分拣费用，供应商有义务向采购方和/或威能集团中国的另一家公司和/或其关联公司按每名员工的每一个全工时支付 50.00 欧元的一次性费用报销。并且采购方和/或威能集团中国的另一家公司和/或其关联公司进一步要求支出费用补偿的权利不受影响。供应商有权证明费用没有实际发生或大大低于前述一次性费用报销。

- 6.11 In case the defective delivery causes a production shutdown at the Purchaser and/or at another company of Vaillant Group China of more than one hour, the Supplier shall be obliged to pay a lump-sum damage of EUR 100.00 per employee and full person-hour regarding the production area that is affected by the production shutdown. This shall not apply in case the Supplier is not responsible for the defective delivery. The right to claim further damages remains unaffected. The Supplier has the right to prove that expenses have either not occurred or are substantially less than the lump-sum.

如果交付瑕疵导致采购方和/或威能集团中国的另一家公司和/或其关联公司停产超过一个小时，供应商有义务就受停产影响的生产区域，向采购方和/或威能集团中国的另一家公司和/或其关联公司按每名员工的每一个全工时支付 100.00 欧元的一次性损失赔偿。如果供应商对不合格的交货没有责任，则不适用此规定。采购方和/或威能集团中国的另一家公司和/或其关联公司进一步要求赔偿的权利不受影响。供应商有权证明费用没有实际发生或大大低于前述一次性赔偿金额。

- 6.12 In case the defective delivery requires that a customer service is performed at the Vaillant Group China product at the final customer, the Supplier shall be obliged to reimburse the customer service costs incurred thereby to the Purchaser and/or to other companies of Vaillant Group China. To the extent provided by law, this shall not apply, if the Supplier is not responsible for the defective delivery. Unless otherwise is agreed in writing, the labour and travel costs resulting from a customer service will be calculated per customer service as a lump sum as follows: EUR 200.00 for customer services in the countries Denmark, Germany, Netherlands, Switzerland, EUR 120.00 for customer services in the countries Austria, Belgium, France, Great Britain and EUR 50.00 in all other countries. The right to claim further customer service costs remains unaffected. The Supplier has the right to prove that customer service costs have either not occurred or are substantially less than the lump-sum.

如果瑕疵交货导致最终消费者要求威能集团中国就其产品提供售后服务，供应商有义务向采购方和/或威能集团中国其它公司补偿由此承担的售后服务费用。在法律规定的范围内，本条不适用于供应商对瑕疵交货没有责任的情形。除非双方另有书面约定，由一次售后服务导致的人工和差旅费用将按照以下标准进行一次性计算：丹麦、德国、荷兰、瑞士发生的售后服务费用为 200 欧元，奥地利、比利时、法国、英国发生的售后服务费用为 120 欧元，其他任何国家发生的售后服务费用为 50 欧元。采购方要求其它售后服务费用的权利不受影响。供应商有权证明售后服务费用没有发生或显著低于一次性补偿的数额。

- 6.13 Deliveries have to be made in accordance with the Directive 2011/65/EU ("RoHS") and relevant regulations in P.R.China regarding the restriction of the use of certain hazardous substances in electrical and electronic equipment as well as in accordance with Art. 59 (1) and Art. 33 of Regulation (EC) No. 1907/2006 ("REACH").

交货必须符合中华人民共和国法规和欧盟管理指令第 2011/65/EC 号 ("RoHS") 中关于在电子电气设备中使用特定有害物质的限制规定和欧盟管理体系第 1907/2006 号 ("REACH") 第 59(1)条和第 33 条。

## 7 Product Liability, Indemnification, Insurance Cover

### 产品/服务责任、赔偿、保险范围

- 7.1 In the event a product liability claim is asserted against the Purchaser and/or other companies of Vaillant Group China, the Supplier agrees to indemnify the Purchaser and/or other companies of Vaillant Group China from such claims at first request if the damage was caused by a defect of the supply or service and to the extent that the cause of the fault lies within the Supplier's sphere of control and/or organisation and the Supplier is liable itself in relation to third parties. Where the cause of damage falls within the Supplier's area of responsibility, the Supplier shall have the burden of proof in this respect.

当采购方和/或威能集团中国其它公司遭受损失、损害而提出产品责任索赔，如相关损失、损害或者责任索赔、实际发生的合理费用和开支由供应的货物或服务的瑕疵引起，且过失原因在供应商的控制和/或组织范围内，且供应商自身对第三方也有责任，则供应商同意一经请求即向采购方和/或威能集团中国其它公司就该等损失、损害或者责任索赔、实际发生的合理费用和开支进行赔偿。如果损失、损害的原因属于供应商的责任范围，供应商应承担这方面的举证责任。

- 7.2 Within the scope of its liability for cases of damage within the meaning of Clause 7.1, the Supplier shall also be obliged to reimburse all expenses pursuant to relevant governing laws and regulations to quality and/or recall that arise from or in connection with any recall campaign undertaken by the Purchaser and/or other companies of Vaillant Group China. In so far as possible and reasonable, the Purchaser shall inform the Supplier of the subject-matter and scope of the recall measures to be taken and shall give the Supplier the opportunity to comment. Other statutory claims shall remain unaffected.

在第 7.1 条规定的赔偿责任的范围内，供应商同时有义务根据中华人民共和国产品质量与召回相关的规定补偿所有因采购方和/或威能集团中国其它公司采取的召回行为而产生或与该等召回行为相关的费用。在可能及合理的限度内，采购方应当向供应商通知将要采取的召回行为针对的标的物及召回行为涉及的范围，同时应当给供应商评论的机会。其它法定请求不受影响。

- 7.3 The Supplier shall keep in effect a liability insurance (business and/or product liability insurance) with a lump-sum insured of at least EUR 10 million per claim for personal injury, property damage and financial loss – as a lump sum – and shall on the Purchaser's request prove the existence of such insurance cover. Further claims for damages of the Purchaser shall remain unaffected.

供应商应当投保有效的责任险，且对人身损害/财产损失的投保总额至少为 1000 万欧元/项索赔，同时经采购方要求应当证明该等保险的存在。采购方主张其它损害赔偿的要求不受影响。

- 7.4 Other or further statutory claims remain unaffected.

其它法定请求不受影响。

## 8 Documentation, Confidentiality, Rights of Use

### 资料、保密、使用权

- 8.1 The Supplier shall keep confidential all business or technical information made accessible by Vaillant Group China (including features which might be learned from objects, documents or software submitted and any other information or experiences) towards third parties, as long as and to the extent they are not public knowledge, and may only be made available in the Supplier's premises to persons who need to make use of the information for the purpose of supplying to Vaillant Group China and who must also be required to maintain confidentiality; the information remains Vaillant Group China's exclusive property. Without Vaillant Group China's prior written approval, such information – except for deliveries to Vaillant Group China – may not be duplicated or exploited commercially. Prototypes, objects or software which the Supplier receives from Vaillant Group China may not be reverse engineered, dismantled or decompiled. At Vaillant Group China's request, all information originating from Vaillant Group China (including any copies or recordings made, if applicable)

and loaned items must be immediately returned to Vaillant Group China completely or proved to be destroyed.

供应商应确保就威能集团中国向其提供的所有业务或技术信息（包括目标物特征、提交的文件或软件及其它信息或经历）向第三方保密，只要从某种程度上来说它们不是众所周知的信息，并且该等信息只有在供应商的营业场所才会提供给需要使用这些信息向威能供应产品的人员，则这些人员也应保密；该信息仍然完全归威能集团中国所有。若无威能集团中国事先书面许可，该等信息 - 除向威能集团中国供货外 - 不得复制或用于商业用途。供应商从威能集团中国收到的原型产品、物品或软件不得进行反向工程、拆解或反编译。根据威能集团中国的要求，来自威能集团中国的所有信息（若适用，包括任何副本或记录）和出借物品必须立即全部返还至威能集团中国或证明已被销毁。

8.2 Vaillant Group China reserves all rights to such information and objects (including copyrights and the right to file for industrial property rights such as patents, utility models, marks etc.). Any use by the Supplier shall be permissible exclusively in accordance with the conditions of Clause 8.1. In the event these are provided to Vaillant Group China by third parties, this reservation of rights also applies to these third parties.

威能集团中国保留对该等信息及产品（包括著作权、专利权、实用新型等工业产权的申请权、商标权）的一切权利。供应商的任何使用只允许按照第 8.1 条的条件进行。若这些权利由第三方提供给威能集团中国，则前述权利保留也适用于这些第三方。

8.3 Products built based on documentation such as drawings, product specifications, models and the like drafted by Vaillant Group China or by third parties for Vaillant Group China or based on Vaillant Group China's confidential information or Vaillant Group China's tools or tools modelled on Vaillant Group China's tools shall neither be used by the Supplier himself nor be offered or supplied to third parties.

如果制造产品依据的诸如图纸、说明书、模型等资料由威能集团中国或第三方起草，或者产品基于威能集团中国的保密信息、威能集团中国的工具或仿照威能集团中国工具制作的工具而制造，供应商既不能自行使用这些产品，也不能提供给第三方。

8.4 The Supplier shall not refer the business relationship to the Purchaser in advertisements or other documents without the Purchaser's prior written approval.

未经采购方事先书面批准，供应商不得在广告或其它文件中提及与采购方的业务关系。

8.5 The Supplier shall grant to Vaillant Group China a non-exclusive, cost-free, indefinite, transferable, sub-licensable, irrevocable right to use the technical documentation (drawings, specifications, data sheets etc.) of the supplied products as well as the corresponding intellectual property rights and copyrights for the purpose of manufacture (including quality assurance, data-management etc.), use and distribution of the Vaillant Group China products. If the documentation has been produced on behalf of Vaillant Group China and has been paid for - as the case may be, by the costs of the supplied products or based on a development contract - and/or is based on information provided by Vaillant Group China, the Supplier shall at no additional cost grant to Vaillant Group China exclusive and unrestricted rights of use and exploitation. This shall not affect other written agreements.

供应商应向威能集团中国授予非排他的、无偿的、永久的、可转让的、可再授权的、不可撤销的权利以使用所供应产品的技术资料（图纸、规格、数据表等），以及为了制造（包括品质保证、数据管理等）、使用及分销威能集团中国产品所需的相应知识产权和著作权。若该资料以威能集团中国的名义制作并已经收到了报酬 - 根据实际情况，可能包含在供应货物的费用中或根据开发合同进行支付 - 和/或根据威能集团中国所提供的信息制作，供应商应无需额外费用地授予威能集团中国排他的、无限制的使用权和开发权。此项规定不影响其他书面协议。

9 Tools

工具

9.1 The Purchaser acquires the ownership of tools or other manufacturing equipment (hereinafter "Tools"), which are manufactured for the Purchaser, automatically and directly with their manufacture. The Purchaser shall be regarded as manufacturer in the sense of the applicable statutory provisions. This shall apply irrespective of whether the Purchaser is designated as manufacturer. In the alternative, if the Supplier should, nevertheless, initially acquire (co-) ownership of the Tools, however, the Supplier herewith transfers (co-) ownership of the

Tools in question to the Purchaser. The Supplier shall employ the Tools only for the purposes provided for in the contract and shall store them for the Purchaser (constructive possession). Should a third party be in possession of the Tool(s), the Supplier herewith assigns its claim of surrender vis à vis the third party to the Purchaser; the Purchaser hereby accepts this assignment. The Supplier shall mark the Tools clearly and in a legible and durable manner as the Purchaser's property using the inventory tags provided by the Purchaser. These tags shall contain the tool number, component number and inventory number that will be provided by the Purchaser. On no account may the corresponding marking be removed or changed.

采购方获得为其自动、直接制造的工具或其他制造设备（以下简称“工具”）的所有权。根据适用的法律规定，采购方应被视为制造商。无论采购方是否被指定为制造商，这都应适用。另外，如果供应商最初获得了工具的（共同）所有权，则供应商应在此将有关工具的（共同）所有权转让给采购方。供应商应仅为合同规定的目的使用这些工具，并为采购方储存这些工具（推定占有）。如果第三方占有工具，供应商在此将其对第三方的交付请求权转让给采购方；采购方在此接受这一转让。供应商应使用采购方提供的库存标签，以清晰和持久的方式将工具标记为采购方的财产。这些标签应包含由采购方提供的工具编号、部件编号和库存编号。在任何情况下，相应的标记都不能被移除或改变。

9.2 Together with the ownership of the Tools (including the special tools and equipment, e.g., erosion electrodes, sonotrodes, test equipment, calibres, etc.) the Purchaser automatically acquires the ownership of any associated documentation, in particular but not limited to design data, circuit diagrams, drawings, tool clamping plans, information about press tables, etc. This documentation shall be regarded as essential part of the Tools and, as such, cannot be subject to specific rights. Insofar as the documentation is protected by copyrights, the Supplier grants to the Purchaser irrevocable, free-of-charge, exclusive and unlimited as to time and territory rights of use. As far as the Purchaser makes available the Tools to the Supplier on a loan basis for the purpose of production of parts to be delivered to the Purchaser, the Supplier will be granted a non-exclusive, non-transferable right to use the documentation for this purpose.

采购方自动获得任何相关文件及工具（包括特殊工具和设备，如侵蚀电极、声纳电极、测试设备、口径等）的所有权，特别是但不限于设计数据、电路图、图纸、工具夹持计划、冲压台信息等。这些文件应被视为工具的重要组成部分，因此，不能受制于特定的权利。只要该文件受著作权保护，供应商就应向采购方授予不可撤销的、免费的、排他性的、不受时间和地域限制的使用权。只要采购方为生产将交付给采购方的部件向供应商出借工具，供应商将被授予为此目的使用文件的非排他、不可转让的权利。

9.3 The Purchaser is entitled to demand the surrender of the Tools at any time. In this case the Tools shall be surrendered to the Purchaser upon the Purchaser's first demand without delay in a proper and serviceable condition. The Supplier shall have the Tools ready for collection by the Purchaser not later than three (3) working days after receipt of the corresponding demand. Should the Supplier suspend payments or apply for insolvency proceedings or similar statutory proceedings, or if such proceedings are opened or their opening is rejected due to lack of assets, the Purchaser shall be entitled to immediately take possession of the Tools. The Supplier shall have no right of retention to the Tools.

采购方有权在任何时候要求供应商交还这些工具。在这种情况下，供应商应在采购方的第一次要求下毫不延迟地将工具以适当和可使用的状态交还给采购方。供应商应在收到相应要求后的三（3）个工作日内准备好工具交还于采购方。如果供应商暂停付款或申请破产程序或类似的法定程序，或如果此类程序被启动或因缺乏资产而被拒绝启动，买方应有权立即占有这些工具。供应商对这些工具没有保留权。

9.4 Apart from that, Clauses 9.1 to 9.3 above apply analogously.

除此之外，上述第 9.1 至 9.3 条可以类推适用。

10 Spare Parts

备件

10.1 The Supplier shall supply the Purchaser or any other Vaillant Group China company named by the Purchaser, in sufficient quantity, with goods for use as spare parts, as well as with spare parts for the goods delivered by the Supplier. This obligation shall, regardless of the continued existence of a supply agreement and regardless of the reasons for any discontinuation of a supply agreement, exist for a

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- period of fifteen (15) years after serial supply has ended or for a shorter period specified by the Purchaser in writing (hereinafter collectively "Extended Supply Period"), unless it can be proven that it would be objectively unreasonable to expect the Supplier to continue supplying; Sections 10.2 to 10.5 shall remain unaffected.
- 供应商应向采购方或由采购方指定的任何其他威能集团中国公司提供足够数量的使用型货物的备件，并提供足够数量的供应商交付货物的备件。无论供应协议是否存续，无论供应协议因何种原因终止，除非能够证明供应商继续供货在客观上是不合理的，该义务应在连续供应结束后十五（15）年或在采购方书面指定的较短期限内继续执行（以下简称“延长供货期”）；本协议第10.2条至第10.5条不受影响。
- 10.2 In due time, however at least six (6) months before the Extended Supply Period expires, the Supplier shall grant the Purchaser the possibility of placing a final order for its all-time demand. The same shall apply, if it becomes apparent to the Supplier during the Extended Supply Period that it will no longer be possible for the Supplier to continue supplying during the Extended Supply Period, and the Supplier is unable to offer the Purchaser other reasonable supply possibilities (e.g. supply of technically equivalent parts of matching quality). The Supplier shall give prompt written notice of any discontinuation of its supply capability during the Extended Supply Period.
- 在延长供货期届满的至少六（6）个月前，供应商应在适当的时候给予采购方就其全部需求下发最终订单的机会。同样的，若在延长供货期内，供应商无法继续供货的情况逐渐变得明显，且供应商无法向采购方提供其他合理的供应可能（例如供应质量相当且同等技术的零件）。供应商应在延长供货期内及时书面通知其供应能力的中断。
- 10.3 Unless agreed otherwise, the Supplier is responsible for the maintenance, procurement of replacement and the storage of the tools required for the manufacture of spare parts; the associated costs are deemed fully compensated with the prices agreed upon for the deliveries of spare parts.
- 除非另有约定，否则供应商负责维修、采购替代品及存储制造备件所需的工具；相关费用视为已在双方约定的交付条件的价格中全额覆盖。
- 10.4 After the Extended Supply Period has ended, the Supplier shall, at the Purchaser's request, hand over technical information and documents necessary for manufacturing the spare parts and grant Vaillant Group China the non-exclusive rights of use necessary for this in respect of any existing industrial property rights (including copyrights and know-how) of the Supplier. These rights of use shall include production by third parties for Vaillant Group China. The above shall also apply in the event of any discontinuation of the Supplier's supply capability during serial supply or during the Extended Supply Period. The above services shall be deemed settled by the prices agreed upon for the deliveries of spare parts.
- 延长供货期结束后，供应商应按照采购方的要求移交制造备件所需的技术信息和文件，并向威能集团中国授予制造备件所需的任何供应商现有的工业产权（包括著作权及专有技术）的非排他的使用权。前述使用权应包括第三方为威能集团中国进行的生产。上述内容同样适用于供应商在连续供应期间或延长供货期内供货能力中断的情况。上述服务按双方约定的交付条件的价格进行结算。
- 10.5 The prices of the spare parts supplied for the goods delivered by the Supplier will be agreed upon in the supply agreement. Unless agreed otherwise, the prices of the goods delivered as spare parts during the term of a supply agreement shall be determined based on the price agreed upon in the supply agreement for the goods delivered as serial parts. The prices agreed upon at the time of the discontinuation of the supply agreement shall continue to apply for a period of three (3) years, unless otherwise is agreed upon. After expiration of this period new price agreements will be made every year at the latest by end of August. Unless agreed otherwise, such new price agreements shall be valid for a period of twelve (12) months starting on the 1<sup>st</sup> January of the following year.
- 供货协议中将约定供应商交付货物的备件价格。除非另有约定，则在供货协议期间作为备件交付的货物价格应以供货协议中就系列化零件约定的价格为基础确定。除非另有约定，双方在中止供货协议时约定的价格应继续适用三（3）年。这一期限届满后，双方最迟将于每年8月底前达成新的价格协议。除另有约定外，新价格协议的有效期为十二（12）个月，始于次年1月1日。
- 11 **Declaration about the Origin of delivered Goods, Export Control**
- 关于交付货物产地的声明、出口管制**
- 11.1 At the Purchaser's request the Supplier shall provide the Purchaser free of charge with a Supplier's declaration, or any other documents required by the customs administration or any other authority.
- 应采购方要求，供应商应无偿向采购方提供供应商申明或者海关或其他权力机关要求出具的其他文件。
- 11.2 The Supplier shall comply with all requirements of the applicable national and international foreign trade laws, including <Customs Law of P.R.China> and <Import & Export Commodity Inspection Law of P.R.China>. The Supplier shall ensure that the supplied goods are neither listed in the export control list (Annex A to the German Foreign Trade and Payments Ordinance nor in Annex I of Regulation (EU) No. 2021/821.
- 供应商应遵守所适用的全部国家和国际对外贸易法律的要求，包括《中华人民共和国海关法》，《中华人民共和国进出口商品检验法》及其他适用的法律法规。供应商应确保其提供的货物既没有列入出口管制清单（《德国对外贸易和支付条例法》附录“A”），也没有列入欧盟法规（EU）第2021/821号的附录I。
- 11.3 The Supplier is obliged to provide the Purchaser with the necessary documents for the import of the Products (e. g. certificates of origin for products to be imported and their preliminary products). The Supplier is further obliged to deliver to the Purchaser only Products that are not of Russian origin and do not contain any Russian iron and/or steel products.
- 供应商有义务向采购方提供进口产品的必要文件（例如，拟进口产品及其原始产品的原产地证书）。供应商应确保向采购方交付的产品非俄罗斯原产且不含任何俄罗斯钢铁制品。
- 11.4 If the Supplier breaches any of the obligations set out in this Clause 11, (i) the Purchaser shall be released from any existing obligations to accept Products, and (ii) the Purchaser shall have the right to withdraw from the contract concluded. In addition, the Supplier shall reimburse all expenses and damages incurred by the Purchaser as a result of a breach of the obligations set out in this Clause 11, unless the Supplier is not responsible for the breach of duty.
- 如供应商违反本第11条规定的任何义务，(i)采购应被免除任何现有的验收产品的义务，且(ii)采购方有权撤销已订立的合同。除不可归责于供应商的事由外，供应商应赔偿采购方因其违反本第11条规定的义务而产生的所有费用和损失。
- 12 **Quality Assurance, Social Accountability, Protection of the Environment**
- 质量保证、社会责任、环境保护**
- 12.1 To ensure the quality of its deliveries, the Supplier will establish and maintain a quality management system that shall be at least equivalent to the requirements of DIN ISO 9001. The Supplier will manufacture and test its products in accordance with the rules of this quality management system. In addition, the Supplier shall comply with the requirements described in Vaillant Group China's Supplier Quality Guideline. The Supplier Quality Guideline will be provided to the Supplier on request and is available for download at [www.vaillant-group.com](http://www.vaillant-group.com) (under Purchasing/Purchasing Terms). Vaillant Group China is entitled, after prior agreement on the date, to verify the compliance of both the quality management system and the Supplier Quality Guideline within the scope of a quality audit at the Supplier.
- 为确保交货质量，供应商应建立并维护一个质量管理体系，该体系至少应具有与DIN ISO 9001同等的要求。供应商将根据质量管理体系的规定制造和测试其产品。此外，供应商应符合威能集团中国《供应商质量指南》的要求。该《供应商质量指南》应要求提供给供应商，并可从网址[www.vaillant-group.com](http://www.vaillant-group.com)（购买/购买条款栏目）下载。威能集团中国有权在双方事先约定的日期在供应商处对供应商是否符合质量管理体系和《供应商质量指南》的要求在质量审计范围内进行检查。
- 12.2 The Supplier must comply with the respective statutory provisions governing the treatment of employees, environmental protection and health and safety and to work continuously to minimise the adverse

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effects of its activities on people and the environment. To this end, the Supplier shall set up and further develop a management system in accordance with ISO 14001 and ISO 45001 within the scope of its operational possibilities. Furthermore, the Supplier shall comply with the human rights and environmental requirements stipulated in the Vaillant Group's Human Rights Policy Statement and Supplier Code of Conduct, address them appropriately along its supply chain and monitor compliance along its supply chain using appropriate control mechanisms. The Vaillant Group's Human Rights Policy Statement and Supplier Code of Conduct will be made available to the Supplier on request and can be downloaded from the Internet at [www.vaillant-group.com](http://www.vaillant-group.com) (section: Our Company – Purchasing and News & Stories – Media & Downloads). The Supplier shall comply in an appropriate manner with the requirements of the Act on Corporate Due Diligence Obligations in Supply Chains, where applicable, and the principles of the UN Global Compact Initiative. These relate in particular to the protection of international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discrimination, health and safety in the workplace, appropriate wages, responsibility for the environment, the ban on the production and use of mercury and persistent organic pollutants, the proper treatment of waste and the prevention of corruption. The Vaillant Group is authorised to request compliance with the above requirements from the Supplier itself or through an authorised third party by means of self-disclosure and, after prior agreement of a date, to inspect the supplier as part of an audit.

供应商必须遵守有关员工待遇、环境保护、健康和安全的法律规定，并持续努力将其经营活动对人类和环境的不利影响降至最低。为此，供应商应根据 ISO 14001 和 ISO 45001 标准，在其业务范围内进一步建立、发展管理系统。此外，供应商应以适当的方式遵守威能集团的《人权政策声明》和《供应商行为准则》中规定的人权和环境相关要求，并使用适当的控制机制监控其供应链的合规情况。供应商可以要求威能集团提供《人权政策声明》和《供应商行为准则》，也可从该网址下载：[www.vaillant-group.com](http://www.vaillant-group.com)（栏目：我们的公司 - 采购和新闻与故事 - 媒体与下载）。供应商应以适当的方式遵守《供应链中企业尽职调查义务法案》的要求（如适用），以及《联合国全球契约倡议》的原则。这些原则尤其涉及保护国际人权、集体谈判权、废除强迫劳动和童工、反歧视、工作场所的健康和安全、适当的工资、对环境的责任、禁止生产和使用汞和持久性有机污染物、妥善处理废弃物和反腐败。威能集团有权，要求供应商自身或通过授权的第三方，以自我披露的方式遵守上述要求，并且有权经事先约定日期后，以审计的方式对供应商进行检查。

### 13 Supplementary Provisions for Contracts for Work and Service Contracts

#### 劳务/服务合同的补充规定

#### 13.1 Cooperation

##### 合作

Unless agreed otherwise, the Supplier will receive from the Purchaser, in the agreed data format, all information, documents and data available to the Purchaser (hereinafter collectively "Information") which the Purchaser considers necessary for the provision of the services, unless these are not otherwise available to the Supplier. If and to the extent the Supplier does consider the Information to be not sufficient or unclear, he shall advise the Purchaser to this effect immediately in text form.

除非另有约定，否则供应商将以约定的数据格式从采购方处取得采购方认为提供服务所需的所有信息、文件和数据（以下统称“信息”），除非这些信息、文件和数据对于供应商不可得。若供应商认为信息不充分或不清楚，应立即以文字形式通知采购方。

#### 13.2 Deployment of Employees

##### 员工配置

13.2.1. The Supplier shall render the contractual services exclusively by means of employees sufficiently qualified for the respective services. In the case of foreign employees, the Supplier shall, at the Purchaser's request, prove the existence of a work permit, if necessary.

供应商在提供合同服务时必须全部采用具有相应资质的员工。就外籍员工而言，如有需要，供应商应根据采购方的要求证明其持有工作许可证。

13.2.2. Insofar as the deployment of specific employees is agreed upon for the rendering of the contractual services, any exchange of employees by

the Supplier shall require the Purchaser's prior consent, which the Purchaser shall not unreasonably refuse. In any event, the employee newly deployed shall have at least the same level of qualification as the employee exchanged; Clause 13.2.1 shall remain unaffected. Any extra expenditure incurred upon the Supplier because of induction training of the new employee shall not be borne by the Purchaser.

如双方对提供合同服务配置的特定员工进行了约定，供应商对雇员的任何替换应事先取得采购方的同意，且采购方不得无理拒绝。在任何情况下，新配置员工至少应具有与被替换员工同等的资质；第 13.2.1 条不受影响。由于新员工的入职培训而导致供应商的任何额外支出不应由采购方承担。

13.2.3. The Purchaser shall be entitled to demand that employees deployed be exchanged, if the Purchaser has justified doubts about whether the employees deployed are suitable for the rendering of the services owed and/or capable of rendering the services owed and/or about whether the employees deployed are personally reliable.

若采购方有理由怀疑所配置员工是否适合提供所需服务和/或能否提供所需服务和/或是否为可靠员工，则采购方有权要求对该配置员工进行替换。

#### 13.3 Remuneration

##### 薪酬

13.3.1. If a fixed price has been agreed upon, all services, expenditure and costs of the Supplier shall be deemed covered by this fixed price, except where otherwise expressly agreed upon.

除非另有明确约定，若双方约定了一个固定价格，则供应商的所有服务、支出及成本皆应包含在此价格之内。

13.3.2. If time and material-based remuneration has been agreed upon, the remuneration shall be based on hourly rates. Time spent that is invoiced based on hourly rates must be recorded and billed to the exact of at least half of an hour and by providing a comprehensible activity report. All other costs and expenditure of the Supplier are shall be deemed covered in full of the agreed remuneration.

如果双方约定以耗费时间和材料为基础计算报酬，则报酬应基于小时费率计算。供应商按照小时费率收费的时间必须记录并出具账单，时间精确到半个小时，并提供适于阅读的活动报告。供应商其他所有成本和支出应视为已全部包含在约定报酬内。

13.3.3. Insofar as billing is based on a daily rate, it shall be deemed agreed that one working day comprises at least eight (8) hours. If the working time comprises less than eight hours, the accrued hours shall be billed with 1/8 of the daily rate. Clause 13.3.2, 3<sup>rd</sup> sentence applies accordingly.

如果按日计费，应视为双方已约定一个工作日至少包括八（8）小时。若工作时间少于 8 小时，则当日累计的小时数应以每日费率的 1/8 为单位进行收费。第 13.3.2 条第 3 句应相应适用。

13.3.4. Travelling times shall only be remunerated as working time, if these have been used for the provision of the services.

仅在将差旅时间用于提供服务时才可将差旅时间作为工作时间计费。

13.3.5. The Supplier shall not be entitled to any additional remuneration for any out-of-hours (evening or night) work or for Saturday, Sunday or public holiday work, unless the execution of work out of hours or on a Saturday, Sunday or public holiday as well as the additional remuneration resulting thereof has been expressly agreed upon in advance with the Purchaser in the individual case.

除非在个别情况下该等在非工作时间或周六、周日或公众假期进行的工作及其报酬已事先得到采购方的明确同意，供应商对其在任何非工作时间（傍晚或夜间）或周六、周日或公众假期进行的工作无权要求报酬。

13.3.6. Unless agreed otherwise, travel and accommodation costs shall be reimbursed to the Supplier only if employees of the Supplier are performing journeys for the purpose of executing the agreed services and if the Purchaser has given its prior consent in text form to pay the related travel costs. The Supplier hereby undertakes to make use of special terms granted to Vaillant Group China (air travel, rail travel, hire car, taxi, hotel), insofar as possible and existent. Unless agreed otherwise, travel and accommodation costs shall be reimbursed only upon presentation of the relevant receipts, as follows:

Rail: 2<sup>nd</sup> class

Air: economy Class,

Hire car: only vehicles up to the medium class (including navigation and winter tires, if necessary)

Travelling by private car: kilometre allowance in accordance with tax authority guidelines  
Accommodation in hotels up to the medium category (i.e. up to three stars)

The most suitable and cost-effective form of transport will be chosen, considering the urgency of the matter.

除非另有约定，只有在供应商员工为了提供合同约定的服务而出差且采购方事先以书面形式同意支付相关差旅费用的情形下，采购方才应向供应商补偿差旅和住宿费用。供应商谨此承诺，在切实可行的情况下，尽可能使用授予威能集团中国的优惠条件（航空、铁路、租车、出租车、酒店）。除非另有约定，否则差旅和住宿费用仅在收到如下相关收据后才能报销，具体如下：

铁路：二等座

航空：经济舱

租车：最高仅为中型车辆（如需要，包括导航及冬季轮胎）

私家车行驶：照税务机关的指示实行公里补贴

住宿酒店最高为中等酒店（即最高三星级）

考虑到事务的紧迫性，选择最合适、经济的交通方式。

- 13.3.7. Other costs and expenses of the Supplier shall be reimbursed only if and insofar as these have been agreed upon in advance and meet the agreed requirements in respect of their cost-effectiveness. Costs and expenses shall be billed without any surcharge. For invoicing, copies of all receipts for the costs to be billed shall be submitted with the respective invoice. The Purchaser may at any time demand that the original receipts be submitted.

供应商的其他费用和支出只有在事先达成协议并达到约定的成本效益要求的情况下才能报销。费用和支出的计算不包含任何附加费用。开具发票时，应将所有费用的收据复印件与相应发票一起提交。采购方可随时要求查看提交的收据原件。

- 13.3.8. The Supplier shall invoice all services properly and in compliance with the applicable tax regulations, plus any applicable value-added tax at the statutory rate.

供应商应当正确地对所有服务开具发票，并遵守适用的税务法规，同时按照法定税率适用增值税。

13.4 Change Request

变更请求

- 13.4.1. The Purchaser may amend the requirements for the agreed services and other contractual conditions according to the following Change Request process.

采购方可根据以下变更请求流程修改对约定服务及其他合同条件的要求。

- 13.4.2. The Purchaser will notify the Supplier in writing or text form of its request to change and/or supplement the contract ("Change Request").

采购方将以书面或文本形式通知供应商要求更改和/或补充合同（“变更请求”）。

- 13.4.3. If the Change Request should affect the agreed time schedule, the remuneration and/or other contractual conditions, the Supplier shall no later than seven working days after receipt of the Change Request notify the Purchaser thereof in text form and shall submit an offer for the implementation of the Change Request. If the Change Request should result in changes to the agreed time schedule or remuneration, such changes shall be calculated based on the original calculation basis. The Supplier is not obliged to submit an offer, if an implementation of the Change Request is unreasonably to be expected from the Supplier; the Supplier shall notify the Purchaser thereof, stating the reasons, within the above-mentioned period. In this case the Purchaser is entitled to commission a third party to carry out the modified services or to undertake these by itself.

若变更请求影响约定的日程安排、薪酬和/或其他合同条件，供应商应在收到变更请求后 7 个工作日内以文本形式通知采购方，并提交执行变更请求的报价。若变更请求导致约定的日程安排或报酬发生变化，则应按原计算基准计算该等变更。若供应商预计无法实施变更请求，则供应商无提交报价义务；供应商应在上述期限内通知采购方并说明原因。在这种情况下，采购方有权委托第三方提供变更后的服务或自行提供变更后的服务。

- 13.4.4. If the Purchaser accepts the offer in written or text form, the Change Request shall form an integral part of the contract and the contract shall be amended and/or supplemented by the agreed Change Request, e.g. regarding the services to be performed, the schedule and the remuneration. The same shall apply if a notification pursuant to Clause 13.4.3 sentence 1 is not submitted.

若采购方以书面或文本形式接受报价，则变更请求应成为合同的组成部分并对合同构成修改和/或补充，例如，关于需履行的服务、日程安排和报酬。若没有依据第 13.4.3 条第 1 句提交通知，则本条同样适用。

13.5 Subcontracting of Third Parties

第三方分包

- 13.5.1. Unless otherwise agreed, the Supplier shall be entitled to appoint subcontractors to provide services to the Purchaser only with the Purchaser's prior consent. A declaration of consent shall be made in writing or text-form.

除非另有约定，供应商仅在采购方事先同意的情况下才有权指定分包商为采购方提供服务。同意书必须以书面或文本形式作出。

- 13.5.2. Insofar as the Supplier uses third parties to provide services, the Supplier shall be responsible for the third party's services to the same extent as for its own services. The Supplier shall be liable for any fault of the third party to the same extent as for own faults.

在供应商使用第三方提供服务的情况下，供应商应以其对自身提供服务同等程度对第三方服务承担责任。供应商应对第三方的任何过失承担与其自身过失相同的责任。

- 13.5.3. The Supplier shall ensure that, in the case of (permitted) subcontracting, it procures the third party's services in its own name and on its own account, and that a contract is only entered into between the Supplier and the third party. The Supplier shall not be entitled to represent the Purchaser or to enter into contracts in the Purchaser's name.

供应商应确保在（允许）分包的情况下，将以自己的名义自行获取第三方服务，且只能由供应商与第三方签订合同。供应商无权代表采购方或以采购方的名义签订合同。

- 13.5.4. Insofar as an individual order provides that the Supplier has to appoint a third party to provide services (hereinafter "third-party services"), and the costs thereof to be reimbursed by the Purchaser, the Supplier shall ensure that the third-party services are procured in such a manner that they are as cost-effective as possible, i.e. with the aim of achieving the best possible cost/benefit ratio, in accordance with the following provisions:

- a) Third-party services with an expected total order value of up to EUR 5,000 per individual service shall be ordered by the Supplier in such a manner that they are as cost-effective as possible, whereas it is not necessary that a call for tenders for the third-party services is made in each individual case.
- b) Third-party services with an expected total order value of more than EUR 5,000 per individual service shall be put up for tender by the Supplier; i.e. the Supplier shall, in these cases, obtain at least three comparable offers and examine these in terms of their cost-effectiveness. When obtaining offers, the Purchaser's recommendations and directives shall be considered. At the Purchaser's option, the offers shall be obtained either as fixed-price offers or with a binding cost estimate. The offers obtained shall be submitted to the Purchaser, for decision-making, together with a proposed decision. The Supplier shall not award a subcontract until the Purchaser has given its prior approval which requires text form.

如果单个订单规定供应商必须委托第三方提供服务（以下简称“第三方服务”），且其费用由采购方报销，则供应商应确保第三方服务的采购方式尽可能具有成本效益，即以实现最佳成本/效益比为目标，并符合以下规定：

- a) 预期订单总金额不超过 5,000 欧元的第三方服务，应由供应商以尽可能具有成本效益的方式进行订购，但不必在每个个案中对第三方服务进行招标。
- b) 预期订单总金额超过 5,000 欧元的第三方服务，应由供应商进行招标；即，在这种情况下，供应商应至少获得三个可比较的报价，并从成本效益方面对其进行审查。在获取报价时，应充分考虑采购方的建议和指示。根据采购方的选择，报价应为固定报价形式或有限额的成本估价形式。所获得的报价应与建议方案一起提交给采购方以供决策。供应商未经采购方事先书面批准，不得成立分包合同。

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13.5.5. The Supplier shall not be entitled to apply any surcharge (handling fee or the like) to third-party services. The Supplier hereby represents and warrants that, in connection with the award of a subcontract, it shall not cause any services, payments or other benefits of monetary value (including in particular monetary discounts or discounts in kind, media services, bonus payments, kickbacks) to be directly or indirectly promised or granted to itself or others by the third party concerned or by companies or persons associated with the third party concerned. If this obligation is breached, the Purchaser shall be entitled to terminate the contract without prior notice and may claim from the Supplier to surrender any monetary benefits obtained by the Supplier. Further damage claims of the Purchaser shall remain unaffected.

供应商无权就第三方服务向采购方收取任何附加费用（手续费等）。供应商特此声明并保证，分包不会导致有关的第三方或与该第三方有关的公司或个人向供应商或他人直接或间接地承诺或给予任何服务、付款或其他有金钱价值的利益（特别包括货币折扣或实物折扣、媒体服务、奖金支付、回扣）。若违反此义务，采购方有权在不事先通知的情况下终止合同，并要求供应商交出由此获得的任何金钱利益。采购方的其它索赔不受影响。

### 13.6 Rights of Use

#### 使用权

13.6.1. The results of the services rendered (hereinafter the "Results") shall, become the Purchaser's property upon their creation, that is, in the respective state of completion. The Supplier shall hold the Results in safekeeping on behalf of the Purchaser until they are handed over. The Supplier grants to the Purchaser the exclusive, worldwide, transferable, sublicensable and unrestricted right, to modify, to have modified, to use, to have used, to publish, to have published, to distribute, to have distributed, to utilize, to have utilized, to exploit or to have exploited the results in their original form and as extended or modified by the Purchaser. Mandatory legal regulations remain unaffected.

提供服务的成果（以下简称“成果”）自产生起，即达到相应的完成状态时应当成为采购方的财产。供应商应为采购方妥善保管该成果，直至成果移交。供应商向采购方授予排他的、全球通用的、可转让的、可再授权的和不受限制权利，用于对无论是其原始形式还是采购方拓展或修改后的成果进行或已进行的修改、使用、出版、分销、利用或开发。法律强制性规定不受影响。

13.6.2. If and to the extent the Purchaser and/or a third party, that has a contractual relationship with the Purchaser, requires intellectual property rights (including copyrights and know-how) created or generated by the Supplier before or in course of the performance of the services ("Background IP"), in order to make use of the Results, the Supplier shall grant the Purchaser a perpetual, unrestricted, worldwide, non-exclusive, sublicensable, and transferable right to use such Background IP. Such right of use is also valid for the Purchaser's affiliated companies as well as for contractors of the Purchaser and its affiliated companies.

如果采购方和/或与采购方有合同关系的第三方要求提供采购方在服务履行前或履行过程中创造或生成的知识产权（包括著作权和专门技能）（“背景知识产权”）以使用成果，供应商应当向采购方授予持续的、无限制的、全球通用的、非排他性的、可再授权的及可转让的使用该等背景知识产权的权利。前述使用权同样适用于采购方的关联公司、承包商及承包商的关联公司。

13.6.3. If the Results contain inventions or ideas which are patentable or otherwise eligible for registration, the Purchaser is entitled, at its discretion and in its own name, to apply for such property rights in any countries, to maintain these rights or to abandon them at any time. If necessary the Supplier shall assist the Purchaser with the application; the Supplier shall refrain from any activity that may impede the application and efficient exploitation of the rights by the Purchaser. The property rights incurred because of such applications belong to the Purchaser.

如果成果包含可以申请专利或可以其它方式注册的发明或概念，采购方有权自行决定以自己的名义在任何国家申请知识产权、维持知识产权或在任何时候放弃该知识产权。如有必要，供应商应当协助采购方进行申请；供应商应避免采取任何可能阻碍采购方申请及有效利用该知识产权的行为。在该等申请完成后产生的知识产权归采购方所有。

13.6.4. The Supplier hereby waives its right to authorship credit with respect to the results, unless otherwise agreed in the individual case.

供应商特此放弃针对成果的作者权益，除非在个别情况下双方另有约定。

13.6.5. The Supplier undertakes to ensure that the inventions or ideas arising in the course of the performance of the services are transferred to the Purchaser free of further charge or further cost.

供应商承诺其将确保把履行服务过程中产生的发明或概念转让给采购方，无需任何其它收费或费用。

13.6.6. This transfer and granting of rights under this Clause 13.6 shall be deemed fully compensated for upon payment of the remuneration agreed upon for the respective services.

一旦相应服务的报酬支付之后，第 13.6 条项下的转让和权利授予应视为已得到全额补偿。

13.6.7. The Results are subject to confidentiality in accordance with Clause 8.

所有成果应遵守第 8 条关于保密的规定。

13.6.8. Clause 9 remains unaffected by the foregoing.

第 9 条的规定不受前述条款影响。

### 13.7 Hand-over and Acceptance of the Services

#### 服务的移交和验收

Insofar as an acceptance inspection of the services is provided by law or by contract, the Supplier shall make the service available to the Purchaser for the acceptance inspection at the agreed point of time or in due time before the envisaged date for the acceptance inspection. The Purchaser shall declare its acceptance in writing or in text form insofar as the respective service rendered meets the agreed requirements. Insofar as an acceptance inspection of partial services is agreed upon in an individual case, the approval or acceptance of partial services shall constitute acceptance of the entire services by the Purchaser only upon the declaration of overall acceptance that the entire partial services interoperate with each other in accordance with the contract.

只要法律或合同要求对服务进行验收检验，供应商应当在约定的时间或在预期的验收检查日期之前的适当时间向采购方提供服务以供验收检查。只要已提供的相应服务满足双方约定的要求，采购方应通过书面或文本形式表明其已验收相应服务。如果在个别情况下双方约定对部分服务进行验收检验，只有在采购方对所有的部分服务根据合同约定可以进行交互操作进行整体确认后，采购方对部分服务的验收才构成对全部服务的验收。

### 13.8 Rights in the Case of Defective Work Services

#### 服务瑕疵履行下的权利

In the case of defective work services, the Purchaser shall be entitled to the statutory rights.

在供应商服务瑕疵履行的情况下，采购方有权享有法定权利。

### 13.9 Conduct on the Purchaser's Premises

#### 在采购方经营场所的行为

The Supplier shall ensure that the personnel deployed by it follows all the Purchaser's directives when working on the Purchaser's premises, in particular all the Purchaser's directives for maintaining order and safety and for fire prevention, and that it submits to the customary control procedures and, in all other respects, complies with all relevant statutory provisions, in particular those relating to health and safety at work and to environmental protection. If the Supplier deploys multiple employees at the company grounds for carrying out the services, the Supplier shall give the Purchaser the name of a contact person with the necessary power to issue directives and to supervise; any change of this person shall be communicated to the Purchaser. Additionally, the Safety Manual for Contractors of Vaillant Group China shall apply.

供应商应确保其指派的工作人员在采购方营业场所工作时遵守采购方所有的指令，特别是采购方所有维持秩序和安全及防火方面的指令，遵守采购方的通常控制程序，并在各个方面遵守所有相关的法律规定，尤其是关于健康、工作安全和环境保护的规定。如果供应商指派了多名员工在采购方场地开展服务，供应商应向采购方提供联络人姓名，该联络人有发布指令和进行监督的必要权力；如该联络人有任何变更，供应商应立即告知采购方。此外，威能集团中国《承包商安全手册》也应适用。

### 13.10 IT-Security, Data Protection

#### 信息技术安全、数据保护

## General Purchasing Terms-Direct Purchase

13.10.1. The Supplier shall take appropriate measures for storage of data and for protection of its IT systems against software with damaging functions (viruses) and unauthorized access by third parties, to reasonably protect information received from the Purchaser, and the Results generated for the same, against loss, modification, forwarding or access by unauthorized third parties. If there are any indications that a third party has attempted to access, or has actually accessed, the Purchaser's IT systems without authorisation, the Supplier shall promptly inform the Purchaser and, to a reasonable extent, assist the Purchaser with the measures necessary for clearing up and averting such access.

供应商应采取适当措施储存数据，保护信息技术系统抵御有害功能（病毒）和第三方未经授权访问，以合理保护自采购方收到的信息和为采购方产生的成果免受损失、修改或未经授权的第三方推送或访问。如果有任何迹象表明第三方试图访问，或已经未经授权访问采购方的信息技术系统，供应商应当立即通知采购方，并且在合理限度内协助采购方采取必要措施清理并避免此类访问。

13.10.2. Insofar as the Supplier performs services on the premises of the Purchaser or has access to the Purchaser's IT systems the leaflet IT and information safety in Vaillant Group China for external service providers shall also apply.

只要供应商在采购方营业场所提供服务或有权访问采购方的信息技术系统，威能集团中国针对外部服务提供商的关于信息技术和信息安全的手册也将对供应商适用。

13.10.3. Insofar as the Supplier is granted access to personal data in the course of providing the services, the Supplier shall comply with the statutory provisions relating to protection of personal data and data privacy and shall enable the Purchaser to keep itself informed that such provisions are being complied with. The Supplier shall bind its employees and freelance workers in writing to comply with data protection regulations.

如供应商在提供的服务过程中被授予访问个人数据，供应商应当遵守关于保护个人数据和数据保密的法律规定，并确保保持持续向采购方报告其对前述法律规定的遵守情况。供应商应通过书面形式约束其雇员和兼职员工，保证他们与供应商有相同的数据保护和保密义务。

### 13.11 Right of Termination

#### 解除权

13.11.1. The Purchaser may wholly or partly terminate the order at any time without giving reasons. In the event of such termination, the Purchaser shall pay for the services provably rendered up to the effective date of termination, in the sum of the corresponding portion of the agreed total fee, and reimburse any further costs provably incurred and resulting directly from the order. In any event, however, the payment claim shall be limited, in terms of the amount, to the agreed total fee. The Supplier shall not be entitled to any further claims for performance or damage claims on account of such termination.

采购方可随时无理由解除全部或部分订单。采购方在行使该等解除权时，应当就直至订单解除日已确定提供的服务支付费用，支付金额基于双方约定的总费用根据相应已履行比例进行计算，同时应补偿任何确定已发生且直接由订单产生的其它费用。但在任何情况下，采购方支付的费用不应超过双方约定的总费用。供应商无权因采购方行使该等解除权而要求其它履行行为或赔偿金。

13.11.2. If the Purchaser makes use of a right of termination to which it is entitled by contract or by law on account of a breach of contract by the Supplier, the services carried out until then shall be billed, at the contractually agreed fee, only insofar as they can be used by the Purchaser as intended. Any loss for which the Purchaser is to be compensated shall be considered in the billing.

如果采购方在供应商违约时行使其根据合同或根据法律有权行使的解除权，截至合同解除时已提供的服务应当根据合同约定价格进行结算，前提是采购方可依照预期使用该服务。在结算费用时应考虑采购方将获得的任何损失赔偿数额。

## 14 Supplementary Provisions

### 补充条款

Insofar as the provisions of these General Purchasing Terms do not regulate certain matters, the relevant statutory provisions shall apply.

对于本《一般采购条款》没有规定的特定事项，相关的法律规定应当适用。

## 15 Final Provisions

### 最终条款

15.1 The place of performance for deliveries and services shall be the place of receipt specified by the Purchaser. The place of performance for payments shall be the registered office of the Purchaser.

履行交货或服务的地点应为采购方指定的收货地点。支付地点应为采购方的注册地。

15.2 If any of the provisions of these General Purchasing Terms or of additional agreements should be or become invalid, the remaining provisions shall continue in full force and effect. The parties shall agree upon a provision to replace the invalid provision that reflects as closely as possible the economic intent of the invalid provision.

如果本《一般采购条款》或附加协议中的任何规定无效或不再生效，剩余的条款将继续保持有效。双方应当商定一个条款来替代已无效的条款，尽可能表达出该无效条款中的经济意图。

15.3 The laws of the People's Republic of China shall apply to the exclusion of its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

中华人民共和国法律将适用于本《一般采购条款》，准据法条款除外，《联合国国际货物销售合同公约》（CISG）除外。

15.4 Any dissension or dispute arising from and in the execution of this General Purchasing Terms shall be submitted for arbitration to Shanghai International Economic and Trade Arbitration Commission ("SHIAC") in Shanghai in accordance with its arbitration rules. The arbitration decision shall be final and binding on both the Supplier and the Purchaser.

任何因《一般采购条款》产生或在其执行过程中产生的异议或纠纷应提交至上海国际经济贸易仲裁委员会（上海国际仲裁中心）（“SHIAC”），根据该委员会仲裁规则在上海进行仲裁。仲裁裁决是终局的，对供应商和采购方均有约束力。

15.5 The English version of these General Purchasing Terms shall be for convenience only. In the event of any inconsistencies, the Chinese version shall prevail.

本《一般采购条款》的英文版本仅为方便提供。如各版本间存在冲突，以中文版本为准。

15.6 Provided there's any conflict between the General Purchasing Terms directed to the Supplier via the E-Ordering-Platform operated by Vaillant Group China or its affiliates and the version confirmed in written by the Parties, the version separately confirmed by the parties shall prevail.

如果通过威能集团中国或其关联公司运营的电子订购平台向供应商提供的《一般采购条款》与双方书面确认的版本之间有任何冲突的，应以双方单独确认的版本为准。

**1 Scope****范围**

1.1 Orders by Vaillant Group (China) Heating, Cooling and Environmental Technology Co., Ltd, Vaillant (Beijing) Heating Equipment Co. Ltd., Tianjin Demrad International Trading Co.,Ltd. and/or Vaillant (Wuxi) Heating Equipment Co., Ltd. (hereinafter collectively referred to as "Vaillant Group China") are placed exclusively based on these General Purchasing Terms. If an affiliated company uses other purchasing terms, then these shall apply. The ordering company of Vaillant Group China is hereinafter referred to as the "Purchaser". General terms and conditions of the Supplier that conflict with or deviate from these General Purchasing Terms shall be deemed accepted only if the Purchaser has acknowledged them in writing as being a supplement to these General Purchasing Terms. These General Purchasing Terms shall apply even if the Purchaser has unconditionally accepted delivery or performance, or has made payment, knowing of the Supplier's general terms and conditions conflicting with or deviating from these General Purchasing Terms.

威能(中国)供热制冷环境技术有限公司, 威能(北京)供暖设备有限公司、天津德美拉得国际贸易有限公司和/或威能(无锡)供热设备有限公司(以下统称为“威能集团中国”), 应完全依照本《一般采购条款》下发订单。如果关联公司使用其他采购条款, 则应适用这些条款。威能集团中国的订货公司以下简称为“采购方”。供应商的一般条款和条件如与本《一般采购条款》相冲突或者偏离, 仅在采购方书面承认该等一般条款和条件作为对《一般采购条款》的补充的情况下才视为已被采购方接受。即使采购方在知道供应商的一般条款和条件与本一般采购条款相冲突或者偏离的情况下, 无条件接受交付或已经付款的, 本一般采购条款仍应适用。

1.2 These General Purchasing Terms shall also apply to all future business transactions with the Supplier until new General Purchasing Terms become valid.

本《一般采购条款》也适用于今后与供应商的所有商业交易, 直至新的《一般采购条款》生效。

1.3 In case the Purchaser enters into separate supply agreements and/or quality assurance agreements with the Supplier or any other agreements in written form deviating from these General Purchasing Terms, these General Purchasing Terms shall apply subordinately and supplementary to such agreements.

如果采购方与供应商签订单独的供应协议和/或质量保证协议, 或与本通用采购条款不同的任何其他书面形式的协议, 本通用采购条款应从属于并补充适用于这些协议。

**2 Conclusion and Modifications of Contract, Target Quantities****合同的缔结及修改, 产品/服务数量的确认及修改**

2.1 Orders, contracts and call-offs as well as their modifications and amendments must be in written form. Orders and call-offs can also be submitted via remote data transmission, fax or electronically via the E-Ordering-Platform operated by Vaillant Group China. Orders and call-offs are valid without signature, if stated therein.

所有订单、合同、订单取消及其修订和补充必须以书面方式进行。订单、订单取消也可以通过远程数据传输、传真或通过威能集团中国区运营的电子订购平台进行。如有说明, 订单和取消订单无需签字也是有效的。

2.2 To become effective, oral agreements after the conclusion of the contract, especially subsequent modifications and amendments of these General Purchasing Terms – including this Clause requiring written form – as well as collateral agreements of any kind also require the Purchaser's written confirmation. Clause 2.1 sentences 2 and 3 remain unaffected.

在合同签订后达成的口头协议, 特别是对于本《一般采购条款》- 包括对本条款的后续修订和补充, 都应当采用书面形式方能生效, 其它任何形式的附属协议都应当取得采购方的书面确认。第2.1条的第2、3条仍然适用。

2.3 If the Supplier accepts an order or a call-off he shall provide the Purchaser with an order confirmation; Clause 2.1 shall apply accordingly. If the Supplier does not accept an order within two weeks from receipt, the Purchaser shall be entitled to revoke such order. Call-

offs shall be deemed to have been accepted by the Supplier if the Supplier does not object thereto within one week from receipt; deviating agreements shall remain unaffected.

如供应商接受订单或者接受订单取消, 应向采购方提供书面确认, 相应适用第2.1条。如供应商在收到订单后的两周内不接受订单, 采购方有权取消该订单。如果供应商在收到订单取消通知后一周内未提出异议, 则视为供应商已接受, 原协议不受影响。

2.4 Target quantities stated in order documents by the Purchaser shall be non-binding forecasts of expected requirements for a specific period and shall not establish an obligation to purchase such quantities.

采购方出具的订货文件中载明的目标数量仅为不具有约束力的就某一特定期限预计要求数量的预测, 不构成采购该数量货物的义务。

**3 Modifications of Products/Services****产品/服务的修改**

Modifications of any kind, e. g. deviations of specifications, materials, size, production methods, place of manufacture, transfer of obligation to third parties, require the Purchaser's prior written confirmation. In case the Supplier makes modifications without the Purchaser's prior written confirmation the Purchaser is entitled to withdraw from the contract and to demand compensation for all damages resulting thereof.

任何修改变更, 如偏离原有规格、材料、大小、生产方法、制造地点、将义务委外至第三方等, 都应当事先取得采购方的书面确认。若供应商在未取得采购方事先书面确认的情况下做出任何修改, 采购方有权退出合同并要求供应商赔偿由此带来的全部损失。

**4 Pricing, Payment Terms, Transfer of Risk, Set off****定价, 支付条款, 风险转移, 抵销**

4.1 The price indicated in the order shall be binding. Unless otherwise agreed upon in writing, the prices are to be considered delivered duty paid (DDP – Delivery Duty Paid, ICC Incoterms® 2020) at the Purchaser's receiving location, including also packaging and incidental costs.

订单中载明的价格具有约束力。除非双方另有书面约定, 价格应当是在采购方收货地点的完税后交货价(DDP - 完税后交货, 《2020年国际贸易术语解释通则》), 价格同时包括包装和附带费用。

4.2 Unless otherwise explicitly agreed, the invoice shall be paid within fourteen (14) days by deducting a 3% cash discount or within thirty (30) days without deduction, as of payment due date and the receipt of the goods resp. the performance as well as a correct and verifiable invoice. In particular the full order number has to be included in the invoice.

除非双方另有明确约定, 自到期付款日及收到相应货物/交付成果和正确的、可验证的发票之日起, 发票应在十四(14)天内扣除3%的现金折扣或在三十(30)天内以无现金折扣进行支付。特别需要注意的是, 发票上应写明全部的订单号。

4.3 The Supplier is responsible for the safety of the goods until the goods are accepted by the Purchaser or the Purchaser's local representative to whom the goods must be delivered in accordance with the contract.

在货物根据合同规定发送至采购方或采购方的当地代表并由其确认收货之前, 供应商应负责货物安全。

4.4 The Purchaser has the right to set off all claims of the Purchaser or of any other company of Vaillant Group China against all Supplier's claims against the Purchaser. On request, the Purchaser shall name each company covered by this Clause.

采购方有权将采购方或威能集团中国任何公司对供应商的索赔与供应商向采购方的索赔进行抵销。一经要求, 采购方应当列明适用于本条的公司名称。

**5 Delivery, Delay in Delivery, Packaging****交付、延迟交付、包装**

5.1 Delivery periods and delivery dates stated in the order shall be binding. The Supplier shall be obliged to give the Purchaser prompt written notification if circumstances indicating that the agreed delivery period cannot be met occur or become apparent. Observance of the delivery date or the delivery period shall be determined by the time of receipt of the goods/services at the Purchaser's plant resp. at the place of delivery specified by the Purchaser.

订单中载明的交付期间和交付日期应当具有约束力。如有任何使原先约定的交付期间无法实现的情况发生或开始显现，供应商有义务向采购方及时发送书面通知。供应商是否遵守交付日期或交付期间应根据采购方在其指定地点收到货物/服务的时间来确定。

5.2 In the event of delay in delivery, the Purchaser shall be entitled to full statutory rights. In the event of delay in delivery the Purchaser shall be entitled to claim a contractual penalty in the amount of 0.5% of the value of the delivery/performance in delay for every full week, however not more than 5% of the total order value. The contractual penalty shall be credited against the total claim for damages caused by delay in delivery.

如有延迟交付，采购方应享有所有法定权利。如有延迟交付，每延迟一周，采购方有权主张延迟交付/履行部分货物/服务价值的 0.5% 作为合同违约金，但违约金不超过订单总金额的 5%。合同违约金金额应在对延迟交付提出的总索赔额中进行扣减。

5.3 The unconditional acceptance of a delayed delivery or service does not constitute a waiver of claims to which the Purchaser is entitled due to the delayed delivery or service.

采购方对延迟交付的货物或服务的无条件接受不构成采购方放弃就延迟交付货物或服务进行索赔的权利。

5.4 The Supplier shall be obliged to exactly quote the Purchaser's purchase order number on all dispatch documents and delivery notes. If it fails to do so, the Purchaser shall not be held responsible for delays in processing.

供应商必须在所有的运输单据和发货单上准确地引用采购方的采购订单号。如果供应商未引用，采购方不对延迟处理承担责任。

5.5 Partial deliveries are precluded as a rule, unless the Purchaser expressly accepts them.

一般来说，部分交付不予接受，除非采购方明确表示接受。

5.6 When delivering the goods the Supplier shall comply with the requirements (regarding packaging and labelling of goods, shipping documents, etc.) described in Vaillant Group's Supplier Logistics Handbook. The Supplier Logistics Handbook will be provided to the Supplier on request and is available for download at [www.vaillant-group.com](http://www.vaillant-group.com) (under Purchasing/ Purchasing Terms).

供应商在交货时应当遵守威能集团《供应商物流手册》中规定的要求（关于货物包装和标记、装运单据等）。《供应商物流手册》将应供应商要求进行提供，供应商也可从网址 [www.vaillant-group.com](http://www.vaillant-group.com)（采购/采购条款栏目下）进行下载。

5.7 If the Supplier is responsible for set-up or installation, and unless otherwise agreed upon, the Supplier shall assume all required incidental costs such as travel expenses, availability of tools as well as daily allowances.

如果供应商负责设置或安装，除非双方另有约定，供应商应当承担所有必要的附加费用，如差旅费、装配费用和日常津贴。

**6 Receiving Inspection, Claims based on Defects****检验、基于瑕疵的索赔、追索**

6.1 The Purchaser shall only inspect the delivered goods without delay as of its receipt, whether they correspond to the ordered quantity and type and whether there is an externally visible damage or non-compliance. The inspection regarding compliance with the ordered quantity and type shall be made at least based on the shipping documents. Any further defects as may not be discernible within the frame of the performance of the inspection are deemed to be hidden defects. A notification of defect shall be deemed to be within due time if it is sent to the Supplier

within a period of two weeks from receipt of the goods or, in the case of hidden defects, from discovery. The Purchaser shall have no further obligations regarding inspections of goods/services and notifications of defect.

采购方应在收到货物/服务时立刻检验是否与订单约定的数量及型号相符以及是否有明显可见的损坏或者不符合。就货物是否与订单约定的数量及型号相符的检验至少应当基于货运单据进行。任何在前述检验过程中无法辨别的瑕疵都视为隐蔽瑕疵。如采购方在收到货物/服务后两周内发送了瑕疵通知，或在发现隐蔽瑕疵之后发送了瑕疵通知，则视为采购方已经适时发送了瑕疵通知，采购方就货物/服务检验和瑕疵通知不再负有其它义务。

6.2 The legal stipulations regarding defect of quality and defect of title shall apply unless other provisions are provided below.

除本条款另有规定外，法律规定中关于产品/服务质量瑕疵和所有权瑕疵的规定应当适用。

6.3 Unless otherwise agreed, the limitation period in respect of defects shall be three (3) years and starts with the delivery of the goods (Transfer of Risk). Longer statutory limitation periods remain unaffected.

除非双方另有约定，货物/服务瑕疵的时效期间为三（3）年，自交货（风险转移）时起算。更长的法定时效期间应不受影响。

6.4 In principle, the Purchaser shall be entitled to choose the type of fulfilment measure. The Supplier may refuse the type of supplementary performance the Purchaser selected if it is only possible at disproportionate expense.

原则上，采购方应有权选择履约方式。如采购方选择的继续履行方式仅能以不合理的花费实现，则供应商可以拒绝。

6.5 The Supplier is obliged to pay the Purchaser a lump-sum reimbursement of expenses of EUR 50.00 for every justified complaint. The Purchaser's right to claim further expenses remains unaffected. The Supplier has the right to prove that expenses have either not occurred or are substantially less than the lump-sum.

供应商应就每一项合理投诉向采购方一次性支付 50 欧元的费用补偿，且采购方进一步要求补偿的权利不受影响。供应商有权证明采购方未产生花费或花费的费用显著低于其一次性支付的补偿数额。

6.6 In the event the Supplier does not immediately begin with the correction of the defect after the Purchaser's request to correct the defect, in urgent cases, especially to ward off imminent risks or to prevent major damage, the Purchaser is entitled to undertake such correction itself or have it undertaken by a third party at the expense of the Supplier.

如供应商在采购方要求纠正瑕疵后没有立即开始对瑕疵的纠正，在紧急情况下，尤其是为了避免紧迫风险或防止重大损失，采购方有权自行进行纠正或请第三方进行纠正，相应费用由供应商承担。

6.7 The Supplier warrants that no third-party rights are infringed both in the country of destination as well as in the European Union in connection with its delivery. If the Purchaser informs the Supplier prior to the order that the delivery item is intended for another or further countries of destination, the warranty of title shall also extend to these countries. In case of an infringement of third-party rights, the Supplier shall indemnify the Purchaser and other companies of Vaillant Group China from such third-party claims on first written request. The obligation of indemnification shall apply to all damages and necessary expenses that the Purchaser and, if applicable, other companies of Vaillant Group China incur from or in connection with such third-party claims. The above shall not apply in case the Supplier is not responsible for the defect of title.

供应商保证其交付在目的国及欧盟范围内均未侵犯任何第三方权利。如果采购方在下发订单之前通知供应商的交货将适用于其它的或更多的目的国，对于所有权的保证将同时延伸至这些国家。如果有任何对于第三方权利的伤害，供应商应在收到采购方和其它威能集团中国的公司第一次书面请求时向其进行赔偿。前述赔偿义务应当适用于采购方和威能集团中国其它公司（如适用）因该等第三方索赔产生或与该等第三方索赔相关的损失或必要费用。上述规定不适用于供应商对所有瑕疵没有责任的情形。

6.8 If the Supplier performs its obligation to effect supplementary performance by supplying a substitute product, the statute of limitations of the goods delivered in substitution shall start to run anew after delivery thereof unless, when effecting the supplementary performance, the Supplier explicitly and appropriately made the reservation that the substitute delivery was effected purely as good will,

to avoid disputes or in the interests of continuation of the delivery relationship.

如果供应商通过提供替代产品/补救服务来完成继续履行, 关于替代产品/补救服务的诉讼时效应从替代产品送达时起重新计算, 除非在继续履行时供应商明确并适当地做出了保留, 即交付替代产品/补救服务仅为善意, 以避免争议或为了继续交付。

- 6.9 Should the Purchaser and/or other companies of Vaillant Group China incur expenses because of defective supplies or services, in particular transportation, labour costs, costs of material, costs of installation and removal or costs of incoming goods inspection exceeding the extent stipulated in Clause 6.1, such costs shall be borne by the Supplier.

如果采购方和/或威能集团中国其它公司因供货或服务瑕疵发生费用, 特别是超过第 6.1 条规定范围的运输、人工成本、材料成本、安装及拆除费用或检验/验收费用, 该等费用应当由供应商承担。

- 6.10 In case the defective delivery causes rework and/or sorting expenditure at the Purchaser and/or at another company of Vaillant Group China, the Supplier shall be obliged to pay a lump-sum reimbursement of expenses of EUR 50.00 per employee and full person-hour. The right to claim further expenses remain unaffected. The Supplier has the right to prove that expenses have either not occurred or are substantially less than the lump-sum.

如果交付瑕疵导致采购方和/或威能集团中国的另一家公司和/或其关联公司的返工和/或分拣费用, 供应商有义务向采购方和/或威能集团中国的另一家公司和/或其关联公司按每名员工的每一个全工时支付 50.00 欧元的一次性费用报销。并且采购方和/或威能集团中国的另一家公司和/或其关联公司进一步要求支出费用补偿的权利不受影响。供应商有权证明费用没有实际发生或大大低于前述一次性费用报销。

- 6.11 In case the defective delivery causes a production shutdown at the Purchaser and/or at another company of Vaillant Group China of more than one hour, the Supplier shall be obliged to pay a lump-sum damage of EUR 100.00 per employee and full person-hour regarding the production area that is affected by the production shutdown. This shall not apply in case the Supplier is not responsible for the defective delivery. The right to claim further damages remains unaffected. The Supplier has the right to prove that expenses have either not occurred or are substantially less than the lump-sum.

如果交付瑕疵导致采购方和/或威能集团中国的另一家公司和/或其关联公司停产超过一个小时, 供应商有义务就受停产影响的生产区域, 向采购方和/或威能集团中国的另一家公司和/或其关联公司按每名员工的每一个全工时支付 100.00 欧元的一次性损失赔偿。如果供应商对不合格的交货没有责任, 则不适用此规定。采购方和/或威能集团中国的另一家公司和/或其关联公司进一步要求赔偿的权利不受影响。供应商有权证明费用没有实际发生或大大低于前述一次性赔偿金额。

- 6.12 In case the defective delivery requires that a customer service is performed at the Vaillant Group China product at the final customer, the Supplier shall be obliged to reimburse the customer service costs incurred thereby to the Purchaser and/or to other companies of Vaillant Group China. To the extent provided by law, this shall not apply, if the Supplier is not responsible for the defective delivery. Unless otherwise is agreed in writing, the labour and travel costs resulting from a customer service will be calculated per customer service as a lump sum as follows: EUR 200.00 for customer services in the countries Denmark, Germany, Netherlands, Switzerland, EUR 120.00 for customer services in the countries Austria, Belgium, France, Great Britain and EUR 50.00 in all other countries. The right to claim further customer service costs remains unaffected. The Supplier has the right to prove that customer service costs have either not occurred or are substantially less than the lump-sum.

如果瑕疵交付导致最终消费者要求威能集团中国就其产品提供售后服务, 供应商有义务向采购方和/或威能集团中国其它公司补偿由此承担的售后服务费用。在法律规定的范围内, 本条不适用于供应商对瑕疵交货没有责任的情形。除非双方另有书面约定, 由一次售后服务导致的人工和差旅费用将按照以下标准进行一次性计算: 丹麦、德国、荷兰、瑞士发生的售后服务费用为 200 欧元, 奥地利、比利时、法国、英国发生的售后服务费用为 120 欧元, 其他任何国家发生的售后服务费用为 50 欧元。采购方要求其它售后服务费用的权利不受影响。供应商有权证明售后服务费用没有发生或显著低于一次性补偿的数额。

- 6.13 Deliveries have to be made in accordance with the Directive 2011/65/EU ("RoHS") and relevant regulations in P.R.China regarding the restriction of the use of certain hazardous substances in electrical and electronic equipment as well as in accordance with Art. 59 (1) and Art. 33 of Regulation (EC) No. 1907/2006 ("REACH").

交货必须符合中华人民共和国法规中和欧盟管理指令第 2011/65/EC 号 ("RoHS") 中关于在电子电气设备中使用特定有害物质的限制规定和欧盟管理体系第 1907/2006 号 ("REACH") 第 59(1)条和第 33 条。

## 7 Product Liability, Indemnification, Insurance Cover

### 产品/服务责任、赔偿、保险范围

- 7.1 In the event a product liability claim is asserted against the Purchaser and/or other companies of Vaillant Group China, the Supplier agrees to indemnify the Purchaser and/or other companies of Vaillant Group China from such claims at first request if the damage was caused by a defect of the supply or service and to the extent that the cause of the fault lies within the Supplier's sphere of control and/or organisation and the Supplier is liable itself in relation to third parties. Where the cause of damage falls within the Supplier's area of responsibility, the Supplier shall have the burden of proof in this respect.

当采购方和/或威能集团中国其它公司遭受损失、损害而提出责任索赔, 如相关损失、损害或者责任索赔、实际发生的合理费用和开支由供应的货物或服务的瑕疵引起, 且过失原因在供应商的控制和/或组织范围内, 且供应商自身对第三方也有责任, 则供应商同意一经请求即向采购方和/或威能集团中国其它公司就该等损失、损害或者责任索赔、实际发生的合理费用和开支进行赔偿。如果损失、损害的原因属于供应商的责任范围, 供应商应承担这方面的举证责任。

- 7.2 Within the scope of its liability for cases of damage within the meaning of Clause 7.1, the Supplier shall also be obliged to reimburse all expenses pursuant to relevant governing laws and regulations to quality and/or recall that arise from or in connection with any recall campaign undertaken by the Purchaser and/or other companies of Vaillant Group China. In so far as possible and reasonable, the Purchaser shall inform the Supplier of the subject-matter and scope of the recall measures to be taken and shall give the Supplier the opportunity to comment. Other statutory claims shall remain unaffected.

在第 7.1 条规定的赔偿责任的范围内, 供应商同时有义务根据中华人民共和国产品质量与召回相关的规定补偿所有因采购方和/或威能集团中国其它公司采取的召回行为而产生或与该等召回行为相关的费用。在可能及合理的限度内, 采购方应当向供应商通知将要采取的召回行为针对的标的物及召回行为涉及的范围, 同时应当给供应商评论的机会。其它法定请求不受影响。

- 7.3 The Supplier shall keep in effect a liability insurance (business and/or product liability insurance) with a lump-sum insured of at least EUR 10 million per claim for personal injury, property damage and financial loss – as a lump sum – and shall on the Purchaser's request prove the existence of such insurance cover. Further claims for damages of the Purchaser shall remain unaffected.

供应商应当投保有效的责任险, 且对人身损害/财产损失的投保总额至少为 1000 万欧元/项索赔, 同时经采购方要求应当证明该等保险的存在。采购方主张其它损害赔偿的要求不受影响。

- 7.4 Other or further statutory claims remain unaffected.

其它法定请求不受影响。

## 8 Documentation, Confidentiality, Rights of Use

### 资料、保密、使用权

- 8.1 The Supplier shall keep confidential all business or technical information made accessible by Vaillant Group China (including features which might be learned from objects, documents or software submitted and any other information or experiences) towards third parties, as long as and to the extent they are not public knowledge, and may only be made available in the Supplier's premises to persons who need to make use of the information for the purpose of supplying to Vaillant Group China and who must also be required to maintain confidentiality; the information remains Vaillant Group China's exclusive property. Without Vaillant Group China's prior written approval, such information – except for deliveries to Vaillant Group China – may not be duplicated or exploited commercially. Prototypes, objects or software which the Supplier receives from Vaillant Group China may not be reverse engineered, dismantled or decompiled. At Vaillant Group China's request, all information originating from Vaillant Group China (including any copies or recordings made, if applicable)

and loaned items must be immediately returned to Vaillant Group China completely or proved to be destroyed.

供应商应确保就威能集团中国向其提供的所有业务或技术信息（包括目标物特征、提交的文件或软件及其它信息或经历）向第三方保密，只要从某种程度上来说它们不是众所周知的信息，并且该等信息只有在供应商的营业场所才会提供给需要使用这些信息向威能供应产品的人员，则这些人员也应保密；该信息仍然完全归威能集团中国所有。若无威能集团中国事先书面许可，该等信息 - 除向威能集团中国供货外 - 不得复制或用于商业用途。供应商从威能集团中国收到的原型产品、物品或软件不得进行反向工程、拆解或反编译。根据威能集团中国的要求，来自威能集团中国的所有信息（若适用，包括任何副本或记录）和出借物品必须立即全部返还至威能集团中国或证明已被销毁。

- 8.2 Vaillant Group China reserves all rights to such information and objects (including copyrights and the right to file for industrial property rights such as patents, utility models, marks etc.). Any use by the Supplier shall be permissible exclusively in accordance with the conditions of Clause 8.1. In the event these are provided to Vaillant Group China by third parties, this reservation of rights also applies to these third parties.

威能集团中国保留对该等信息及产品（包括著作权、专利权、实用新型等工业产权的申请权、商标权）的一切权利。供应商的任何使用只允许按照第 8.1 条的条件进行。若这些权利由第三方提供给威能集团中国，则前述权利保留也适用于这些第三方。

- 8.3 Products built based on documentation such as drawings, product specifications, models and the like drafted by Vaillant Group China or by third parties for Vaillant Group China or based on Vaillant Group China's confidential information or Vaillant Group China's tools or tools modelled on Vaillant Group China's tools shall neither be used by the Supplier himself nor be offered or supplied to third parties.

如果制造产品依据的诸如图纸、说明书、模型等资料由威能集团中国或第三方起草，或者产品基于威能集团中国的保密信息、威能集团中国的工具或仿照威能集团中国工具制作的工具而制造，供应商既不能自行使用这些产品，也不能提供给第三方。

- 8.4 The Supplier shall not refer the business relationship to the Purchaser in advertisements or other documents without the Purchaser's prior written approval.

未经采购方事先书面批准，供应商不得在广告或其它文件中提及与采购方的业务关系。

- 8.5 The Supplier shall grant to Vaillant Group China a non-exclusive, cost-free, indefinite, transferable, sub-licensable, irrevocable right to use the technical documentation (drawings, specifications, data sheets etc.) of the supplied products as well as the corresponding intellectual property rights and copyrights for the purpose of manufacture (including quality assurance, data-management etc.), use and distribution of the Vaillant Group China products. If the documentation has been produced on behalf of Vaillant Group China and has been paid for - as the case may be, by the costs of the supplied products or based on a development contract - and/or is based on information provided by Vaillant Group China, the Supplier shall at no additional cost grant to Vaillant Group China exclusive and unrestricted rights of use and exploitation. This shall not affect other written agreements.

供应商应向威能集团中国授予非排他的、无偿的、永久的、可转让的、可再授权的、不可撤销的权利以使用所供应产品的技术资料（图纸、规格、数据表等），以及为了制造（包括品质保证、数据管理等）、使用及分销威能集团中国产品所需的相应知识产权和著作权。若该资料以威能集团中国的名义制作并已经收到了报酬 - 根据实际情况，可能包含在供应货物的费用中或根据开发合同进行支付 - 和/或根据威能集团中国所提供的信息制作，供应商应无需额外费用地授予威能集团中国排他的、无限制的使用权和开发权。此项规定不影响其他书面协议。

## 9 Tools

### 工具

- 9.1 The Purchaser acquires the ownership of tools or other manufacturing equipment (hereinafter "Tools"), which are manufactured for the Purchaser, automatically and directly with their manufacture. The Purchaser shall be regarded as manufacturer in the sense of the applicable statutory provisions. This shall apply irrespective of whether the Purchaser is designated as manufacturer. In the alternative, if the Supplier should, nevertheless, initially acquire (co-) ownership of the

Tools, however, the Supplier herewith transfers (co-) ownership of the Tools in question to the Purchaser. The Supplier shall employ the Tools only for the purposes provided for in the contract and shall store them for the Purchaser (constructive possession). Should a third party be in possession of the Tool(s), the Supplier herewith assigns its claim of surrender vis à vis the third party to the Purchaser; the Purchaser hereby accepts this assignment. The Supplier shall mark the Tools clearly and in a legible and durable manner as the Purchaser's property using the inventory tags provided by the Purchaser. These tags shall contain the tool number, component number and inventory number that will be provided by the Purchaser. On no account may the corresponding marking be removed or changed.

采购方获得为其自动、直接制造的工具或其他制造设备（以下简称“工具”）的所有权。根据适用的法律规定，采购方应被视为制造商。无论采购方是否被指定为制造商，这都应适用。另外，如果供应商最初获得了工具的（共同）所有权，则供应商应在此将有关工具的（共同）所有权转让给采购方。供应商应仅为合同规定的目的使用这些工具，并为采购方储存这些工具（推定占有）。如果第三方占有工具，供应商在此将其对第三方的交付请求权转让给采购方；采购方在此接受这一转让。供应商应使用采购方提供的库存标签，以清晰和持久的方式将工具标记为采购方的财产。这些标签应包含由采购方提供的工具编号、部件编号和库存编号。在任何情况下，相应的标记都不能被移除或改变。

- 9.2 Together with the ownership of the Tools (including the special tools and equipment, e.g., erosion electrodes, sonotrodes, test equipment, calibres, etc.) the Purchaser automatically acquires the ownership of any associated documentation, in particular but not limited to design data, circuit diagrams, drawings, tool clamping plans, information about press tables, etc. This documentation shall be regarded as essential part of the Tools and, as such, cannot be subject to specific rights. Insofar as the documentation is protected by copyrights, the Supplier grants to the Purchaser irrevocable, free-of-charge, exclusive and unlimited as to time and territory rights of use. As far as the Purchaser makes available the Tools to the Supplier on a loan basis for the purpose of production of parts to be delivered to the Purchaser, the Supplier will be granted a non-exclusive, non-transferable right to use the documentation for this purpose.

采购方自动获得任何相关文件及工具（包括特殊工具和设备，如侵蚀电极、声纳电极、测试设备、口径等）的所有权，特别是但不限于设计数据、电路图、图纸、工具夹持计划、冲压台信息等。这些文件应被视为工具的重要组成部分，因此，不能受制于特定的权利。只要该文件受版权保护，供应商就应向采购方授予不可撤销的、免费的、排他性的、不受时间和地域限制的使用权。只要采购方为生产将交付给采购方的部件向供应商出借工具，供应商将被授予为此目的使用文件的非排他、不可转让的权利。

- 9.3 The Purchaser is entitled to demand the surrender of the Tools at any time. In this case the Tools shall be surrendered to the Purchaser upon the Purchaser's first demand without delay in a proper and serviceable condition. The Supplier shall have the Tools ready for collection by the Purchaser not later than three (3) working days after receipt of the corresponding demand. Should the Supplier suspend payments or apply for insolvency proceedings or similar statutory proceedings, or if such proceedings are opened or their opening is rejected due to lack of assets, the Purchaser shall be entitled to immediately take possession of the Tools. The Supplier shall have no right of retention to the Tools.

采购方有权在任何时候要求供应商交还这些工具。在这种情况下，供应商应在采购方的第一次要求下毫不延迟地将工具以适当和可使用的状态交还给采购方。供应商应在收到相应要求后的三（3）个工作日内准备好工具交还于采购方。如果供应商暂停付款或申请破产程序或类似的法定程序，或如果此类程序被启动或因缺乏资产而被拒绝启动，买方应有权立即占有这些工具。供应商对这些工具没有保留权。

- 9.4 Apart from that, Clauses 9.1 to 9.3 above apply analogously.

除此之外，上述第 9.1 至 9.3 条可以类推适用。

## 10 Spare Parts

### 备件

- 10.1 The Supplier shall supply the Purchaser or any other Vaillant Group China company named by the Purchaser, in sufficient quantity, with goods for use as spare parts, as well as with spare parts for the goods delivered by the Supplier. This obligation shall, regardless of the continued existence of a supply agreement and regardless of the

- reasons for any discontinuation of a supply agreement, exist for a period of fifteen (15) years after serial supply has ended or for a shorter period specified by the Purchaser in writing (hereinafter collectively "Extended Supply Period"), unless it can be proven that it would be objectively unreasonable to expect the Supplier to continue supplying; Sections 10.2 to 10.5 shall remain unaffected.
- 供应商应向采购方或由采购方指定的任何其他威能集团中国公司提供足够数量的使用型货物的备件, 并提供足够数量的供应商交付货物的备件。无论供应协议是否存续, 无论供应协议因何种原因终止, 除非能够证明供应商继续供货在客观上是不合理的, 该义务应在连续供应结束后十五 (15) 年或在采购方书面指定的较短期限内继续执行 (以下统称“延长供货期”); 本协议第10.2条至第10.5条不受影响。
- 10.2 In due time, however at least six (6) months before the Extended Supply Period expires, the Supplier shall grant the Purchaser the possibility of placing a final order for its all-time demand. The same shall apply, if it becomes apparent to the Supplier during the Extended Supply Period that it will no longer be possible for the Supplier to continue supplying during the Extended Supply Period, and the Supplier is unable to offer the Purchaser other reasonable supply possibilities (e.g. supply of technically equivalent parts of matching quality). The Supplier shall give prompt written notice of any discontinuation of its supply capability during the Extended Supply Period.
- 在延长供货期届满的至少六 (6) 个月前, 供应商应在适当的时候给予采购方就其全部需求下发最终订单的机会。同样的, 若在延长供货期内, 供应商无法继续供货的情况逐渐变得明显, 且供应商无法向采购方提供其他合理的供应可能 (例如供应质量相当且同等技术的零件)。供应商应在延长供货期内及时书面通知其供应能力的中断。
- 10.3 Unless agreed otherwise, the Supplier is responsible for the maintenance, procurement of replacement and the storage of the tools required for the manufacture of spare parts; the associated costs are deemed fully compensated with the prices agreed upon for the deliveries of spare parts.
- 除非另有约定, 否则供应商负责维修、采购替代品及存储制造备件所需的工具; 相关费用视为已在双方约定的交付备件的价格中全额覆盖。
- 10.4 After the Extended Supply Period has ended, the Supplier shall, at the Purchaser's request, hand over technical information and documents necessary for manufacturing the spare parts and grant Vaillant Group China the non-exclusive rights of use necessary for this in respect of any existing industrial property rights (including copyrights and know-how) of the Supplier. These rights of use shall include production by third parties for Vaillant Group China. The above shall also apply in the event of any discontinuation of the Supplier's supply capability during serial supply or during the Extended Supply Period. The above services shall be deemed settled by the prices agreed upon for the deliveries of spare parts.
- 延长供货期结束后, 供应商应按照采购方的要求移交制造备件所需的技术信息和文件, 并向威能集团中国授予制造备件所需的任何供应商现有的工业产权 (包括著作权及专有技术) 的非排他的使用权。前述使用权应包括第三方为威能集团中国进行的生产。上述内容同样适用于供应商在连续供应期间或延长供货期内供货能力中断的情况。上述服务按双方约定的交付备件的价格进行结算。
- 10.5 The prices of the spare parts supplied for the goods delivered by the Supplier will be agreed upon in the supply agreement. Unless agreed otherwise, the prices of the goods delivered as spare parts during the term of a supply agreement shall be determined based on the price agreed upon in the supply agreement for the goods delivered as serial parts. The prices agreed upon at the time of the discontinuation of the supply agreement shall continue to apply for a period of three (3) years, unless otherwise is agreed upon. After expiration of this period new price agreements will be made every year at the latest by end of August. Unless agreed otherwise, such new price agreements shall be valid for a period of twelve (12) months starting on the 1<sup>st</sup> January of the following year.
- 供货协议中将约定供应商交付货物的备件价格。除非另有约定, 则在供货协议期间作为备件交付的货物价格应以供货协议中就系列化零件约定的价格为基础确定。除非另有约定, 双方在中止供货协议时约定的价格应继续适用三 (3) 年。这一期限届满后, 双方最迟将于每年8月底前达成新的价格协议。除另有约定外, 新价格协议的有效期限为十二 (12) 个月, 始于次年1月1日。
- 11 Declaration about the Origin of delivered Goods, Export Control
- 关于交付货物产地的声明、出口管制
- 11.1 At the Purchaser's request the Supplier shall provide the Purchaser free of charge with a Supplier's declaration, or any other documents required by the customs administration or any other authority.
- 应采购方要求, 供应商应无偿向采购方提供供应商申明或者海关或其他权力机关要求出具的其他文件。
- 11.2 The Supplier shall comply with all requirements of the applicable national and international foreign trade laws, including <Customs Law of P.R.China> and <Import & Export Commodity Inspection Law of P.R.China>. The Supplier shall ensure that the supplied goods are neither listed in the export control list (Annex A to the German Foreign Trade and Payments Ordinance nor in Annex I of Regulation (EU) No. 2021/821.
- 供应商应遵守所适用的全部国家和国际对外贸易法律的要求, 包括《中华人民共和国海关法》, 《中华人民共和国进出口商品检验法》及其他适用的法律法规。供应商应确保其提供的货物既没有列入出口管制清单 (《德国对外贸易和支付条例法》附录“A”), 也没有列入欧盟法规 (EU) 第 2021/821 号的附录 I。
- 11.3 The Supplier is obliged to provide the Purchaser with the necessary documents for the import of the Products (e. g. certificates of origin for products to be imported and their preliminary products). The Supplier is further obliged to deliver to the Purchaser only Products that are not of Russian origin and do not contain any Russian iron and/or steel products.
- 供应商有义务向采购方提供进口产品的必要文件 (例如, 拟进口产品及其原始产品的原产地证书)。供应商应确保向采购方交付的产品非俄罗斯原产且不含任何俄罗斯钢铁制品。
- 11.4 If the Supplier breaches any of the obligations set out in this Clause 11, (i) the Purchaser shall be released from any existing obligations to accept Products, and (ii) the Purchaser shall have the right to withdraw from the contract concluded. In addition, the Supplier shall reimburse all expenses and damages incurred by the Purchaser as a result of a breach of the obligations set out in this Clause 11, unless the Supplier is not responsible for the breach of duty
- 如供应商违反本第 11 条规定的任何义务, (i) 采购应被免除任何现有的验收产品的义务, 且(ii) 采购方有权撤销已订立的合同。除不可归责于供应商的事由外, 供应商应赔偿采购方因其违反本第 11 条规定的义务而产生的所有费用和损失。
- 12 Quality Assurance, Social Accountability, Protection of the Environment
- 质量保证、社会责任、环境保护
- 12.1 To ensure the quality of its deliveries, the Supplier will establish and maintain a quality management system that shall be at least equivalent to the requirements of DIN ISO 9001. The Supplier will manufacture and test its products in accordance with the rules of this quality management system. In addition, the Supplier shall comply with the requirements described in Vaillant Group China's Supplier Quality Guideline. The Supplier Quality Guideline will be provided to the Supplier on request and is available for download at [www.vaillant-group.com](http://www.vaillant-group.com) (under Purchasing/Purchasing Terms). Vaillant Group China is entitled, after prior agreement on the date, to verify the compliance of both the quality management system and the Supplier Quality Guideline within the scope of a quality audit at the Supplier.
- 为确保交货质量, 供应商应建立并维护一个质量管理体系, 该体系至少应具有与 DIN ISO 9001 同等的要求。供应商将根据质量管理体系的规定制造和测试其产品。此外, 供应商应符合威能集团中国《供应商质量指南》的要求。该《供应商质量指南》应要求提供给供应商, 并可从网址 [www.vaillant-group.com](http://www.vaillant-group.com) (购买/购买条款栏目) 下载。威能集团中国有权在双方事先约定的日期在供应商处对供应商是否符合质量管理体系和《供应商质量指南》的要求在质量审计范围内进行检查。
- 12.2 The Supplier must comply with the respective statutory provisions governing the treatment of employees, environmental protection and health and safety and to work continuously to minimise the adverse

effects of its activities on people and the environment. To this end, the Supplier shall set up and further develop a management system in accordance with ISO 14001 and ISO 45001 within the scope of its operational possibilities. Furthermore, the Supplier shall comply with the human rights and environmental requirements stipulated in the Vaillant Group's Human Rights Policy Statement and Supplier Code of Conduct, address them appropriately along its supply chain and monitor compliance along its supply chain using appropriate control mechanisms. The Vaillant Group's Human Rights Policy Statement and Supplier Code of Conduct will be made available to the Supplier on request and can be downloaded from the Internet at [www.vaillant-group.com](http://www.vaillant-group.com) (section: Our Company – Purchasing and News & Stories – Media & Downloads). The Supplier shall comply in an appropriate manner with the requirements of the Act on Corporate Due Diligence Obligations in Supply Chains, where applicable, and the principles of the UN Global Compact Initiative. These relate in particular to the protection of international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discrimination, health and safety in the workplace, appropriate wages, responsibility for the environment, the ban on the production and use of mercury and persistent organic pollutants, the proper treatment of waste and the prevention of corruption. The Vaillant Group is authorised to request compliance with the above requirements from the Supplier itself or through an authorised third party by means of self-disclosure and, after prior agreement of a date, to inspect the supplier as part of an audit.

供应商必须遵守有关员工待遇、环境保护、健康和安全的法律规定，并持续努力将其经营活动对人类和环境的不利影响降至最低。为此，供应商应根据 ISO 14001 和 ISO 45001 标准，在其业务范围内进一步建立、发展管理系统。此外，供应商应以适当的方式遵守威能集团的《人权政策声明》和《供应商行为准则》中规定的人权和环境相关要求，并使用适当的控制机制监控其供应链的合规情况。供应商可以要求威能集团提供《人权政策声明》和《供应商行为准则》，也可从该网址下载：[www.vaillant-group.com](http://www.vaillant-group.com)（栏目：我们的公司 - 采购和新闻与故事 - 媒体与下载）。供应商应以适当的方式遵守《供应链中企业尽职调查义务法案》的要求（如适用），以及《联合国全球契约倡议》的原则。这些原则尤其涉及保护国际人权、集体谈判权、废除强迫劳动和童工、反歧视、工作场所的健康和安全、适当的工资、对环境的责任、禁止生产和使用汞和持久性有机污染物、妥善处理废弃物和反腐败。威能集团有权，要求供应商自身或通过授权的第三方，以自我披露的方式遵守上述要求，并且有权经事先约定日期后，以审计的方式对供应商进行检查。

the Supplier shall require the Purchaser's prior consent, which the Purchaser shall not unreasonably refuse. In any event, the employee newly deployed shall have at least the same level of qualification as the employee exchanged; Clause 13.2.1 shall remain unaffected. Any extra expenditure incurred upon the Supplier because of induction training of the new employee shall not be borne by the Purchaser.

如双方对提供合同服务配置的特定员工进行了约定，供应商对雇员的任何替换应先取得采购方的同意，且采购方不得无理拒绝。在任何情况下，新配置员工至少应具有与被替换员工同等的资质；第 13.2.1 条不受影响。由于新员工的入职培训而导致供应商的任何额外支出不应由采购方承担。

- 13.2.3. The Purchaser shall be entitled to demand that employees deployed be exchanged, if the Purchaser has justified doubts about whether the employees deployed are suitable for the rendering of the services owed and/or capable of rendering the services owed and/or about whether the employees deployed are personally reliable.

若采购方有理由怀疑所配置员工是否适合提供所需服务和/或能否提供所需服务和/或是否为可靠员工，则采购方有权要求对该配置员工进行替换。

### 13.3 Remuneration

#### 薪酬

- 13.3.1. If a fixed price has been agreed upon, all services, expenditure and costs of the Supplier shall be deemed covered by this fixed price, except where otherwise expressly agreed upon.

除非另有明确约定，若双方约定了一个固定价格，则供应商的所有服务、支出及成本皆应包含在此价格之内。

- 13.3.2. If time and material-based remuneration has been agreed upon, the remuneration shall be based on hourly rates. Time spent that is invoiced based on hourly rates must be recorded and billed to the exact of at least half of an hour and by providing a comprehensible activity report. All other costs and expenditure of the Supplier are shall be deemed covered in full of the agreed remuneration.

如果双方约定以耗费时间和材料为基础计算报酬，则报酬应基于小时费率计算。供应商按照小时费率收费的时间必须记录并出具账单，时间精确到半个小时，并提供适于阅读的活动报告。供应商其他所有成本和支出应视为已全部包含在约定报酬内。

- 13.3.3. Insofar as billing is based on a daily rate, it shall be deemed agreed that one working day comprises at least eight (8) hours. If the working time comprises less than eight hours, the accrued hours shall be billed with 1/8 of the daily rate. Clause 13.3.2, 3<sup>rd</sup> sentence applies accordingly.

如果按日计费，应视为双方已约定一个工作日至少包括八（8）小时。若工作时间少于 8 小时，则当日累计的小时数应以每日费率的 1/8 为单位进行收费。第 13.3.2 条第 3 句应相应适用。

- 13.3.4. Travelling times shall only be remunerated as working time, if these have been used for the provision of the services.

仅在将差旅时间用于提供服务时才可将差旅时间作为工作时间计费。

- 13.3.5. The Supplier shall not be entitled to any additional remuneration for any out-of-hours (evening or night) work or for Saturday, Sunday or public holiday work, unless the execution of work out of hours or on a Saturday, Sunday or public holiday as well as the additional remuneration resulting thereof has been expressly agreed upon in advance with the Purchaser in the individual case.

除非在个别情况下该等在非工作时间或周六、周日或公众假期进行的工作及其报酬已事先得到采购方的明确同意，供应商对其在任何非工作时间（傍晚或夜间）或周六、周日或公众假期进行的工作无权要求报酬。

- 13.3.6. Unless agreed otherwise, travel and accommodation costs shall be reimbursed to the Supplier only if employees of the Supplier are performing journeys for the purpose of executing the agreed services and if the Purchaser has given its prior consent in text form to pay the related travel costs. The Supplier hereby undertakes to make use of special terms granted to Vaillant Group China (air travel, rail travel, hire car, taxi, hotel), insofar as possible and existent. Unless agreed otherwise, travel and accommodation costs shall be reimbursed only upon presentation of the relevant receipts, as follows:

Rail: 2<sup>nd</sup> class

Air: economy Class,

Hire car: only vehicles up to the medium class (including navigation and winter tires, if necessary)

## 13 Supplementary Provisions for Contracts for Work and Service Contracts

### 劳务/服务合同的补充规定

#### 13.1 Cooperation

##### 合作

Unless agreed otherwise, the Supplier will receive from the Purchaser, in the agreed data format, all information, documents and data available to the Purchaser (hereinafter collectively "Information") which the Purchaser considers necessary for the provision of the services, unless these are not otherwise available to the Supplier. If and to the extent the Supplier does consider the Information to be not sufficient or unclear, he shall advise the Purchaser to this effect immediately in text form.

除非另有约定，否则供应商将以约定的数据格式从采购方处取得采购方认为提供服务所需的所有信息、文件和数据（以下统称“信息”），除非这些信息、文件和数据对于供应商不可得。若供应商认为信息不充分或不清楚，应立即以文字形式通知采购方。

#### 13.2 Deployment of Employees

##### 员工配置

- 13.2.1. The Supplier shall render the contractual services exclusively by means of employees sufficiently qualified for the respective services. In the case of foreign employees, the Supplier shall, at the Purchaser's request, prove the existence of a work permit, if necessary.

供应商在提供合同服务时必须全部采用具有相应资质的员工。就外籍员工而言，如有需要，供应商应根据采购方的要求证明其持有工作许可证。

- 13.2.2. Insofar as the deployment of specific employees is agreed upon for the rendering of the contractual services, any exchange of employees by

Travelling by private car: kilometre allowance in accordance with tax authority guidelines  
Accommodation in hotels up to the medium category (i.e. up to three stars)

The most suitable and cost-effective form of transport will be chosen, considering the urgency of the matter.

除非另有约定，只有在供应商员工为了提供合同约定的服务而出差且采购方事先以书面形式同意支付相关差旅费用的情形下，采购方才应向供应商补偿差旅和住宿费用。供应商谨此承诺，在切实可行的情况下，尽可能使用授予威能集团中国的优惠条件（航空、铁路、租车、出租车、酒店）。除非另有约定，否则差旅和住宿费用仅在收到如下相关收据后才能报销，具体如下：

铁路：二等座

航空：经济舱

租车：最高仅为中型车辆（如需要，包括导航及冬季轮胎）

私家车行驶：照税务机关的指示实行公里补贴

住宿酒店最高为中等酒店（即最高三星级）

考虑到事务的紧迫性，选择最合适、经济的交通方式。

- 13.3.7. Other costs and expenses of the Supplier shall be reimbursed only if and insofar as these have been agreed upon in advance and meet the agreed requirements in respect of their cost-effectiveness. Costs and expenses shall be billed without any surcharge. For invoicing, copies of all receipts for the costs to be billed shall be submitted with the respective invoice. The Purchaser may at any time demand that the original receipts be submitted.

供应商的其他费用和支出只有在事先达成协议并达到约定的成本效益要求的情况下才能报销。费用和支出的计算不包含任何附加费用。开具发票时，应将所有费用的收据复印件与相应发票一起提交。采购方可随时要求查看提交的收据原件。

- 13.3.8. The Supplier shall invoice all services properly and in compliance with the applicable tax regulations, plus any applicable value-added tax at the statutory rate.

供应商应当正确地对所有服务开具发票，并遵守适用的税务法规，同时按照法定税率适用增值税。

### 13.4 Change Request

#### 变更请求

- 13.4.1. The Purchaser may amend the requirements for the agreed services and other contractual conditions according to the following Change Request process.

采购方可根据以下变更请求流程修改对约定服务及其他合同条件的要求。

- 13.4.2. The Purchaser will notify the Supplier in writing or text form of its request to change and/or supplement the contract ("Change Request").

采购方将以书面或文本形式通知供应商要求更改和/或补充合同（“变更请求”）。

- 13.4.3. If the Change Request should affect the agreed time schedule, the remuneration and/or other contractual conditions, the Supplier shall no later than seven working days after receipt of the Change Request notify the Purchaser thereof in text form and shall submit an offer for the implementation of the Change Request. If the Change Request should result in changes to the agreed time schedule or remuneration, such changes shall be calculated based on the original calculation basis. The Supplier is not obliged to submit an offer, if an implementation of the Change Request is unreasonably to be expected from the Supplier; the Supplier shall notify the Purchaser thereof, stating the reasons, within the above-mentioned period. In this case the Purchaser is entitled to commission a third party to carry out the modified services or to undertake these by itself.

若变更请求影响约定的日程安排、薪酬和/或其他合同条件，供应商应在收到变更请求后 7 个工作日内以文本形式通知采购方，并提交执行变更请求的报价。若变更请求导致约定的日程安排或报酬发生变化，则应按原计算基准计算该等变更。若供应商预计无法实施变更请求，则供应商无提交报价义务；供应商应在上述期限内通知采购方并说明原因。在这种情况下，采购方有权委托第三方提供变更后的服务或自行提供变更后的服务。

- 13.4.4. If the Purchaser accepts the offer in written or text form, the Change Request shall form an integral part of the contract and the contract shall be amended and/or supplemented by the agreed Change Request, e.g. regarding the services to be performed, the schedule and the remuneration. The same shall apply if a notification pursuant to Clause 13.4.3 sentence 1 is not submitted.

若采购方以书面或文本形式接受报价，则变更请求应成为合同的组成部分并对合同构成修改和/或补充，例如，关于需履行的服务、日程安排和报酬。若没有依据第 13.4.3 条第 1 句提交通知，则本条同样适用。

### 13.5 Subcontracting of Third Parties

#### 第三方分包

- 13.5.1. Unless otherwise agreed, the Supplier shall be entitled to appoint subcontractors to provide services to the Purchaser only with the Purchaser's prior consent. A declaration of consent shall be made in writing or text-form.

除非另有约定，供应商仅在采购方事先同意的情况下才有权指定分包商为采购方提供服务。同意书必须以书面或文本形式作出。

- 13.5.2. Insofar as the Supplier uses third parties to provide services, the Supplier shall be responsible for the third party's services to the same extent as for its own services. The Supplier shall be liable for any fault of the third party to the same extent as for own faults.

在供应商使用第三方提供服务的情况下，供应商应以其对自身提供服务同等程度对第三方服务承担责任。供应商应对第三方的任何过失承担与其自身过失相同的责任。

- 13.5.3. The Supplier shall ensure that, in the case of (permitted) subcontracting, it procures the third party's services in its own name and on its own account, and that a contract is only entered into between the Supplier and the third party. The Supplier shall not be entitled to represent the Purchaser or to enter into contracts in the Purchaser's name.

供应商应确保在（允许）分包的情况下，将以自己的名义自行获取第三方服务，且只能由供应商与第三方签订合同。供应商无权代表采购方或以采购方的名义签订合同。

- 13.5.4. Insofar as an individual order provides that the Supplier has to appoint a third party to provide services (hereinafter "third-party services"), and the costs thereof to be reimbursed by the Purchaser, the Supplier shall ensure that the third-party services are procured in such a manner that they are as cost-effective as possible, i.e. with the aim of achieving the best possible cost/benefit ratio, in accordance with the following provisions:

a) Third-party services with an expected total order value of up to EUR 5,000 per individual service shall be ordered by the Supplier in such a manner that they are as cost-effective as possible, whereas it is not necessary that a call for tenders for the third-party services is made in each individual case.

b) Third-party services with an expected total order value of more than EUR 5,000 per individual service shall be put up for tender by the Supplier; i.e. the Supplier shall, in these cases, obtain at least three comparable offers and examine these in terms of their cost-effectiveness. When obtaining offers, the Purchaser's recommendations and directives shall be considered. At the Purchaser's option, the offers shall be obtained either as fixed-price offers or with a binding cost estimate. The offers obtained shall be submitted to the Purchaser, for decision-making, together with a proposed decision. The Supplier shall not award a subcontract until the Purchaser has given its prior approval which requires text form.

如果单个订单规定供应商必须委托第三方提供服务（以下简称“第三方服务”），且其费用由采购方报销，则供应商应确保第三方服务的采购方式尽可能具有成本效益，即以实现最佳成本/效益比为目标，并符合以下规定：

a) 预期订单总金额不超过 5,000 欧元的第三方服务，应由供应商以尽可能具有成本效益的方式进行订购，但不必在每个个案中对第三方服务进行招标。

b) 预期订单总金额超过 5,000 欧元的第三方服务，应由供应商进行招标；即，在这种情况下，供应商应至少获得三个可比较的报价，并从成本效益方面对其进行审查。在获取报价时，应充分考虑采购方的建议和指示。根据采购方的选择，报价应为固定报价形式或有限额的成本估价形式。所获得的报价应与建议方案一起提交给采购方以供决策。供应商未经采购方事先书面批准，不得成立分包合同。

- 13.5.5. The Supplier shall not be entitled to apply any surcharge (handling fee or the like) to third-party services. The Supplier hereby represents and warrants that, in connection with the award of a subcontract, it shall not cause any services, payments or other benefits of monetary value (including in particular monetary discounts or discounts in kind, media services, bonus payments, kickbacks) to be directly or indirectly promised or granted to itself or others by the third party concerned or by companies or persons associated with the third party concerned. If this obligation is breached, the Purchaser shall be entitled to terminate the contract without prior notice and may claim from the Supplier to surrender any monetary benefits obtained by the Supplier. Further damage claims of the Purchaser shall remain unaffected.
- 供应商无权就第三方服务向采购方收取任何附加费用(手续费等)。供应商特此声明并保证, 分包不会导致有关的第三方或与该第三方有关的公司或个人向供应商或他人直接或间接地承诺或给予任何服务、付款或其他有金钱价值的利益(特别包括货币折扣或实物折扣、媒体服务、奖金支付、回扣)。若违反此义务, 采购方有权在不事先通知的情况下终止合同, 并要求供应商交出由此获得的任何金钱利益。采购方的其它索赔不受影响。
- 13.6 Rights of Use  
使用权
- 13.6.1. The results of the services rendered (hereinafter the "Results") shall, become the Purchaser's property upon their creation, that is, in the respective state of completion. The Supplier shall hold the Results in safekeeping on behalf of the Purchaser until they are handed over. The Supplier grants to the Purchaser the exclusive, worldwide, transferable, sublicensable and unrestricted right, to modify, to have modified, to use, to have used, to publish, to have published, to distribute, to have distributed, to utilize, to have utilized, to exploit or to have exploited the results in their original form and as extended or modified by the Purchaser. Mandatory legal regulations remain unaffected.
- 提供服务的成果(以下简称“成果”)自产生起, 即达到相应的完成状态时应当成为采购方的财产。供应商应为采购方妥善保管该成果, 直至成果移交。供应商向采购方授予排他的、全球通用的、可转让的、可再授权的和不受限制权利, 用于对无论是其原始形式还是采购方拓展或修改后的成果进行或已进行的修改、使用、出版、分销、利用或开发。法律强制性规定不受影响。
- 13.6.2. If and to the extent the Purchaser and/or a third party, that has a contractual relationship with the Purchaser, requires intellectual property rights (including copyrights and know-how) created or generated by the Supplier before or in course of the performance of the services ("Background IP"), in order to make use of the Results, the Supplier shall grant the Purchaser a perpetual, unrestricted, worldwide, non-exclusive, sublicensable, and transferable right to use such Background IP. Such right of use is also valid for the Purchaser's affiliated companies as well as for contractors of the Purchaser and its affiliated companies.
- 如果采购方和/或与采购方有合同关系的第三方要求提供采购方在服务履行前或履行过程中创造或生成的知识产权(包括著作权和专门技能) (“背景知识产权”)以使用成果, 供应商应当向采购方授予持续的、无限制的、全球通用的、非排他性的、可再授权的及可转让的使用该等背景知识产权的权利。前述使用权同样适用于采购方的关联公司、承包商及承包商的关联公司。
- 13.6.3. If the Results contain inventions or ideas which are patentable or otherwise eligible for registration, the Purchaser is entitled, at its discretion and in its own name, to apply for such property rights in any countries, to maintain these rights or to abandon them at any time. If necessary the Supplier shall assist the Purchaser with the application; the Supplier shall refrain from any activity that may impede the application and efficient exploitation of the rights by the Purchaser. The property rights incurred because of such applications belong to the Purchaser.
- 如果成果包含可以申请专利或可以其它方式注册的发明或概念, 采购方有权自行决定以自己的名义在任何国家申请知识产权、维持知识产权或在任何时候放弃该知识产权。如有必要, 供应商应当协助采购方进行申请; 供应商应避免采取任何可能阻碍采购方申请及有效利用该知识产权的行为。在该等申请完成后产生的知识产权归采购方所有。
- 13.6.4. The Supplier hereby waives its right to authorship credit with respect to the results, unless otherwise agreed in the individual case.
- 供应商特此放弃针对成果的作者权益, 除非在个别情况下双方另有约定。
- 13.6.5. The Supplier undertakes to ensure that the inventions or ideas arising in the course of the performance of the services are transferred to the Purchaser free of further charge or further cost.
- 供应商承诺将其确保把履行服务过程中产生的发明或概念转让给采购方, 无需任何其它收费或费用。
- 13.6.6. This transfer and granting of rights under this Clause 13.6 shall be deemed fully compensated for upon payment of the remuneration agreed upon for the respective services.
- 一旦相应服务的报酬支付之后, 第 13.6 条项下的转让和权利授予应视为已得到全额补偿。
- 13.6.7. The Results are subject to confidentiality in accordance with Clause 8.
- 所有成果应遵守第 8 条关于保密的规定。
- 13.6.8. Clause 9 remains unaffected by the foregoing.
- 第 9 条的规定不受前述条款影响。
- 13.7 Hand-over and Acceptance of the Services  
服务的移交和验收
- Insofar as an acceptance inspection of the services is provided by law or by contract, the Supplier shall make the service available to the Purchaser for the acceptance inspection at the agreed point of time or in due time before the envisaged date for the acceptance inspection. The Purchaser shall declare its acceptance in writing or in text form insofar as the respective service rendered meets the agreed requirements. Insofar as an acceptance inspection of partial services is agreed upon in an individual case, the approval or acceptance of partial services shall constitute acceptance of the entire services by the Purchaser only upon the declaration of overall acceptance that the entire partial services interoperate with each other in accordance with the contract.
- 只要法律或合同要求对服务进行验收检验, 供应商应当在约定的时间或在预期的验收检查日期之前的适当时间向采购方提供服务以供验收检查。只要已提供的相应服务满足双方约定的要求, 采购方应通过书面或文本形式表明其已验收相应服务。如果在个别情况下双方约定对部分服务进行验收检验, 只有在采购方对所有的部分服务根据合同约定可以进行交互操作进行整体确认后, 采购方对部分服务的验收才构成对全部服务的验收。
- 13.8 Rights in the Case of Defective Work Services  
服务瑕疵履行下的权利
- In the case of defective work services, the Purchaser shall be entitled to the statutory rights.
- 在供应商服务瑕疵履行的情况下, 采购方有权享有法定权利。
- 13.9 Conduct on the Purchaser's Premises  
在采购方经营场所的行为
- The Supplier shall ensure that the personnel deployed by it follows all the Purchaser's directives when working on the Purchaser's premises, in particular all the Purchaser's directives for maintaining order and safety and for fire prevention, and that it submits to the customary control procedures and, in all other respects, complies with all relevant statutory provisions, in particular those relating to health and safety at work and to environmental protection. If the Supplier deploys multiple employees at the company grounds for carrying out the services, the Supplier shall give the Purchaser the name of a contact person with the necessary power to issue directives and to supervise; any change of this person shall be communicated to the Purchaser. Additionally, the Safety Manual for Contractors of Vaillant Group China shall apply.
- 供应商应确保其指派的工作人员在采购方营业场所工作时遵守采购方所有的指令, 特别是采购方所有维持秩序和安全及防火方面的指令, 遵守采购方的通常控制程序, 并在各个方面遵守所有相关的法律规定, 尤其是关于健康、工作安全和环境保护的规定。如果供应商指派了多名员工在采购方场地开展服务, 供应商应向采购方提供联络人姓名, 该联络人有发布指令和进行监督的必要权力; 如该联络人有任何变更, 供应商应立即告知采购方。此外, 威能集团中国《承包商安全手册》也应适用。
- 13.10 IT-Security, Data Protection  
信息技术安全、数据保护

13.10.1. The Supplier shall take appropriate measures for storage of data and for protection of its IT systems against software with damaging functions (viruses) and unauthorized access by third parties, to reasonably protect information received from the Purchaser, and the Results generated for the same, against loss, modification, forwarding or access by unauthorized third parties. If there are any indications that a third party has attempted to access, or has actually accessed, the Purchaser's IT systems without authorisation, the Supplier shall promptly inform the Purchaser and, to a reasonable extent, assist the Purchaser with the measures necessary for clearing up and averting such access.

供应商应采取适当措施储存数据, 保护信息技术系统抵御有害功能(病毒)和第三方未经授权的访问, 以合理保护自采购方收到的信息和为采购方产生的成果免受损失、修改或未经授权的第三方推送或访问。如果有任何迹象表明第三方试图访问, 或已经未经授权访问采购方的信息技术系统, 供应商应当立即通知采购方, 并且在合理限度内协助采购方采取必要措施清理并避免此类访问。

13.10.2. Insofar as the Supplier performs services on the premises of the Purchaser or has access to the Purchaser's IT systems the leaflet IT and information safety in Vaillant Group China for external service providers shall also apply.

只要供应商在采购方营业场所提供服务或有权访问采购方的信息技术系统, 威能集团中国针对外部服务提供商的关于信息技术和信息安全的手册也将对供应商适用。

13.10.3. Insofar as the Supplier is granted access to personal data in the course of providing the services, the Supplier shall comply with the statutory provisions relating to protection of personal data and data privacy and shall enable the Purchaser to keep itself informed that such provisions are being complied with. The Supplier shall bind its employees and freelance workers in writing to comply with data protection regulations.

如供应商在提供的过程中被授予访问个人数据, 供应商应当遵守关于保护个人数据和数据保密的法律规定, 并应当确保持续向采购方报告其对前述法律规定的遵守情况。供应商应通过书面形式约束其雇员和兼职员工, 保证他们与供应商有相同的数据保护和保密义务。

### 13.11 Right of Termination

#### 解除权

13.11.1. The Purchaser may wholly or partly terminate the order at any time without giving reasons. In the event of such termination, the Purchaser shall pay for the services provably rendered up to the effective date of termination, in the sum of the corresponding portion of the agreed total fee, and reimburse any further costs provably incurred and resulting directly from the order. In any event, however, the payment claim shall be limited, in terms of the amount, to the agreed total fee. The Supplier shall not be entitled to any further claims for performance or damage claims on account of such termination.

采购方可随时无理由解除全部或部分订单。采购方在行使该等解除权时, 应当就直至订单解除日已确定提供的服务支付费用, 支付金额基于双方约定的总费用根据相应已履行比例进行计算, 同时应补偿任何确定已发生且直接由订单产生的其它费用。但在任何情况下, 采购方支付的费用不应超过双方约定的总费用。供应商无权因采购方行使该等解除权而要求其它履行行为或赔偿金。

13.11.2. If the Purchaser makes use of a right of termination to which it is entitled by contract or by law on account of a breach of contract by the Supplier, the services carried out until then shall be billed, at the contractually agreed fee, only insofar as they can be used by the Purchaser as intended. Any loss for which the Purchaser is to be compensated shall be considered in the billing.

如果采购方在供应商违约时行使其根据合同或根据法律有权行使的解除权, 截至合同解除时已提供的服务应当根据合同约定价格进行结算, 前提是采购方可依照预期使用该服务。在结算费用时应考虑采购方将获得的任何损失赔偿数额。

## 14 Supplementary Provisions

### 补充条款

Insofar as the provisions of these General Purchasing Terms do not regulate certain matters, the relevant statutory provisions shall apply.

对于本《一般采购条款》没有规定的特定事项, 相关的法律规定应当适用。

## 15 Final Provisions

### 最终条款

15.1 The place of performance for deliveries and services shall be the place of receipt specified by the Purchaser. The place of performance for payments shall be the registered office of the Purchaser.

履行交货或服务的地点应为采购方指定的收货地点。支付地点应为采购方的注册地。

15.2 If any of the provisions of these General Purchasing Terms or of additional agreements should be or become invalid, the remaining provisions shall continue in full force and effect. The parties shall agree upon a provision to replace the invalid provision that reflects as closely as possible the economic intent of the invalid provision.

如果本《一般采购条款》或附加协议中的任何规定无效或不再生效, 剩余的条款将继续保持有效。双方应当商定一个条款来替代已无效的条款, 尽可能表达出该无效条款中的经济意图。

15.3 The laws of the People's Republic of China shall apply to the exclusion of its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

中华人民共和国法律将适用于本《一般采购条款》, 准据法条款除外, 《联合国国际货物销售合同公约》(CISG)除外。

15.4 Any dissension or dispute arising from and in the execution of this General Purchasing Terms shall be submitted for arbitration to Shanghai International Economic and Trade Arbitration Commission ("SHIAC") in Shanghai in accordance with its arbitration rules. The arbitration decision shall be final and binding on both the Supplier and the Purchaser.

任何因《一般采购条款》产生或在其执行过程中产生的异议或纠纷应提交至上海国际经济贸易仲裁委员会(上海国际仲裁中心) ("SHIAC"), 根据该委员会仲裁规则在上海进行仲裁。仲裁裁决是终局的, 对供应商和采购方均有约束力。

15.5 The English version of these General Purchasing Terms shall be for convenience only. In the event of any inconsistencies, the Chinese version shall prevail.

本《一般采购条款》的英文版本仅为方便提供。如各版本间存在冲突, 以中文版本为准。

15.6 Provided there's any conflict between the General Purchasing Terms directed to the Supplier via the E-Ordering-Platform operated by Vaillant Group China or its affiliates and the version confirmed in written by the Parties, the version separately confirmed by the parties shall prevail.

如果通过威能集团中国或其关联公司运营的电子订购平台向供应商提供的《一般采购条款》与双方书面确认的版本之间有任何冲突的, 应以双方单独确认的版本为准。