

## General Terms and Conditions for Purchase and Deliveries

### 采购与交付通用条款

#### 1. General/Form of legally binding declarations

通用/具有法律约束力的声明

- 1.1** These General Terms and Conditions ("GTCs") shall apply exclusively to natural persons or legal entities that provide the service in the course of pursuing their commercial or independent professional activities.

本通用条款（以下称“通用条款”）排他性地适用于从事商业或独立专业活动的提供服务的自然人和法人主体。

- 1.2** Different terms and conditions of the Supplier shall only apply if and to the extent expressly acknowledged by the Ordering Party in writing. The Ordering Party's silence regarding such different terms and conditions shall not be deemed in particular to be acknowledgement or consent, and this shall also apply to future contracts.

供应商不同的条款和条件仅在且仅限于订购方书面明确表示确认的范围内适用。订购方就该等不同条款和条件的缄默不构成对其的特别确认或同意，本约定同样适用于未来的合同。

- 1.3** These GTCs shall apply in place of any terms and conditions, especially general terms and conditions of the Supplier, also where such terms and conditions stipulate that a purchase order or call-up is deemed to be the unconditional recognition of the general terms and conditions, or the Ordering Party orders/calls up, after the Supplier has referred to the validity of its general terms and conditions, unless the Ordering Party has expressly waived the validity of these GTCs. By accepting the order confirmation, the Supplier expressly acknowledges that it waives its legal objection derived from its general terms and conditions or other conditions of the Supplier. Legally binding declarations by the Ordering Party within the scope of the contractual relationship shall only be valid when given in writing unless text form is sufficient according to these GTCs. This shall not affect the precedence of an individual agreement in any form.

在供应商提及其通用条款的有效性后，该等通用条款应替代供应商的任何条款的适用，尤其是供应商的通用条款，以及那些规定“采购订单或提议视为对通用条款的无条件的认可”的条款，或者订购方的订单或提议，除非订购方已经明确放弃该等通用条款的有效性。一旦接受订单确认函，即表明供应商明确确认其已放弃对确认函的通用条款或供应商的其他条件所提出的法律异议。订购方在合同关系范围内具有法律约束力的声明仅在书面做出时有效，除非根据本通用条款文字形式已足够。本约定不影响任何形式的单项协议的优先效力。

#### 2. Purchase orders

采购订单

- 2.1** Purchase orders and their amendments/modifications shall only be valid when given in writing. The conveyance of purchase orders and call-ups via remote data transmission and EDP printouts, especially from the Ordering Party's order centres, shall be valid without signature.

采购订单及其修正/修改仅在书面做出时有效。通过远程数据传输和电子数据处理打印输出（尤其是从订购方采购中心发出）而传递的采购订单和提议，无签名亦应有效。

- 2.2** If the Supplier fails to accept the purchase order within 14 calendar days of receipt, the Ordering Party can revoke it. Purchase orders shall be deemed accepted if the Supplier does not contradict them in writing or text form within 5 calendar days, if the Ordering Party has expressly indicated this legal consequence in the purchase order/call-up.

如供应商未能在收到采购订单后 14 个日历日内接受，订购方可撤回订单。如果订购方在采购订单或提议中明确指出了该法律后果，那么当供应商未能在 5 个日历日内以书面或文字形式提出反对，视为供应商已接受采购订单。

#### 3. Change of delivery item and object of performance

变更交付物和履行标的

The Ordering Party shall have the right at any time to request changes to the purchase order resp. delivery item and object of performance and the associated services which can be reasonably expected of the Supplier. The Supplier shall carefully examine the Ordering Party's change request immediately and notify the Ordering Party of the effects of the changes on the structure of the contract (such as deadlines, scheduling, acceptance terms and remuneration) and shall submit a quotation for the change immediately to the Ordering Party at prices in line with prevailing market rates. The Ordering Party shall examine the Supplier's quotation for the change. Only when the Ordering Party notifies the Supplier of its acceptance of its quotation for the change in writing shall the change take effect. 订购方有权在任何时间要求更改采购订单即交付物和履行标的以及符合供应商合理预期的相关服务。供应商应立即仔细审查订购方的更改要求，向订购方通知更改对合同结构（如截止期限、时间表、接收条件和报酬）的影响，并立即向订购方就更改提交符合市场水平的报价单。仅在订购方书面通知供应商接受其更改的报价单时，更改生效。

#### 4. Delivery/Passing of risk/Packaging material

交付、风险转移、包装材料

- 4.1** Unless otherwise agreed, the Supplier's services shall be deemed delivered duty unpaid (DAP Incoterms 2010) to the agreed recipients including packaging. The Supplier shall agree the means of transport with the Ordering Party. The Supplier shall unload the delivery item at the place of delivery and bring it into the place of delivery.

除非有相反约定，供应商的服务应视为向约定的收货人未完税交货（2010 年国际贸易术语解释通则中的目的地交货），包括包装。供应商应同意订购方的运输方式。供应商应负责在交货地卸货并运入交货地。

- 4.2** According to the agreed DAP Incoterms 2010, the risk shall pass upon delivery of the delivery item. Notwithstanding this, the risk in the case of deliveries, which also include the assembly or installation of the delivery item and other services that require acceptance, shall pass upon acceptance. If the Ordering Party negligently delays acceptance, the date of readiness for acceptance shall be decisive for such deliveries.

根据约定的 2010 年国际贸易术语解释通则目的地交货，交付物的风险在交付时转移。尽管如此，需要接收的交付物，包括交付物的装配或安装及其他服务，风险自接收后转移。如因订购方疏忽导致接收迟延，该等交付物接收准备就绪之日对于该等货物的交付具有决定意义。

- 4.3** The Supplier shall, when delivering the delivery item, provide the Ordering Party with all documents (in an English version and a version written in the respective local language of the country where the delivery item will be used by the Ordering Party) that are required for the safe operation of the delivery item and/or specified in the respective specifications.

供应商应在交付时向订购方提供所有交付物安全运行所必须的和/或在各自说明书中列举的所有文件（一份英文版，一份订购方拟使用交付物所在国家的当地语言版）。

- 4.4** The timeliness of deliveries shall be decisive for their receipt at the agreed recipient. The timeliness of deliveries including assembly/installation and services requiring acceptance shall be decisive for their acceptance. If the Ordering Party negligently delays acceptance, the date of readiness for acceptance shall be decisive for such services.

交付物的时效性应对约定接收方的接收具有决定意义。交付物（包括装配或安装）以及需要接收的服务的时效性应对其接收具有决定意义。如因订购方过失导致接收迟延，该等服务接收准备就绪之日应具有决定意义。

- 4.5** Where delay in a delivery or service is foreseeable resp. where the quality of a delivery or service is not in compliance with the contract, the Supplier shall notify the Ordering Party immediately in writing or text form and obtain its decision. This shall also apply if the Supplier is not responsible for the delay in delivery and/or service. Acceptance of a delayed delivery/service shall not be deemed a waiver of claims for damages.

如果交付或服务的迟延是可以预见的或交付或服务的质量不符合合同约定，供应商应立即以书面方式通知订购方并取得其决定。如交付和/或服务的迟延并非供应商的责任，本约定仍适用。对迟延交付或服务的接收并不视为对损坏索赔的放弃。

- 4.6** If technically and logistically possible within the scope of the Ordering Party's business operations, the Ordering Party shall dispose of packaging material and charge the costs to the Supplier. Otherwise the Supplier shall collect packaging at its expense on a regular basis from the Ordering Party and duly dispose of it.

如在订购方营业范围内技术和物流上可行，订购方可以处理包装材料但供应商应当承担相应的费用。否则，应由供应商自费定期从订购方处收集包装并妥善处理。

## **5. Invoices and payments**

发票与支付

- 5.1** Payments shall be made, unless otherwise agreed, after **60** calendar days net without deduction of cash discount. The term of payment shall begin as soon as the delivery or service is provided in full (and, in the case of works, was accepted by the Ordering Party) and the duly issued invoice has been received by the Ordering Party. An invoice shall only be deemed duly issued if it states the Ordering Party's purchase order number.

除非有相反约定，付款应在 **60** 个日历日后按无现金折扣的净值支付。付款期限因自交付或服务完全履行后（工程结构在订购方接收后）且订购方收到正式开具的发票后起算。仅在写明订购方采购订单号时，发票视为正式开具。

- 5.2** Payments shall not constitute any acknowledgement by the Ordering Party that the delivery or services comply with the contract.

付款并不构成订购方对交付或服务符合合同约定的确认。

- 5.3** The Supplier itself shall be responsible for the correct payment of taxes on all payments made by the Ordering Party.

供应商应自行负责订购方所有付款产生税负数额的准确性。

## **6. Warranty**

保修

- 6.1** The warranty period of 24 months for production components shall commence upon delivery of the BSH product in which the production components were integrated to the end customer (at the latest, however, 36 months after the risk passes to the Ordering Party), in all other cases upon the passing of risk in the case of purchase contracts and the acceptance of the service in the case of contracts for works or deliveries with assembly and/or installation.

产品组件的保修期为 24 个月，自安装了产品组件的博西产品交付至终端用户时起（但至迟自风险转移至订购方 36 个月后）；其他情形下：采购合同中，自风险转移时起；工程结构或装配和/或安装交付物的合同中，自接收服务时起。

- 6.2** In the case of material defects and defects of title, the Supplier shall be liable for the duration of the warranty period to the extent that the Ordering Party shall have the right at its option to request replacement, remedy of defects or a reasonable price reduction and to request damages instead of performance.

如有材料缺陷和权利瑕疵，供应商应对保修期负责，订购方有权选择要求更换、瑕疵补救或合理的价格降低和损坏赔偿以替代履行。

- 6.3** In urgent cases (e.g. to prevent interruption of production), the Ordering Party shall have the right to remedy the defects determined itself at the Supplier's expense without fixing a deadline.

紧急情况下（如防止生产中断），订购方应有权自行决定补救瑕疵，并由供应商支付费用，不设截止期限。

- 6.4** The Supplier shall bear the costs and risk of returning defective delivery items.

返还瑕疵交付物的成本和风险应由供应商承担。

- 6.5** In cases of subsequent fulfilment the Supplier undertakes to bear all expenses necessary for the purpose of subsequent fulfilment, in particular but without limitation transportation costs, travel costs, labour costs and the cost of materials as well as costs of removal and subsequent reinstallation.

如有后续的履行，供应商保证承担所有后续履行所需费用，尤其是但不限于运输费用、差旅费用、人工费用、材料费用及搬迁和后续重新安装的费用。

- 6.6** The deliveries must be made in compliance with the applicable laws and regulations and the stipulations of the Agreement. Furthermore, hazardous substances must be specified and their conformity confirmed to the Ordering Party using the BSH Declaration List resp. in another form specified by the Ordering Party (<https://ocp.bsh-group.com/en/documents>).

交付必须符合适用的法律、法规和协议规定的要求。此外，危险物质必须列明且与订购方一张另外的表格（即博西声明清单，见 <https://ocp.bsh-group.com/en/documents>）中的描述确认一致。

- 6.7** The Supplier further warrants the conformity of the delivery item with the essential requirements and assessment procedures stipulated in relevant legislation for the delivery item.

供应商进一步保证，交付物符合交付物相关法律规定的基本要求和评估程序。

## **7. Incoming goods inspection**

进场货物检验

- 7.1** The Ordering Party shall inspect immediately after receipt of the deliveries whether they correspond to the ordered quantity and the ordered type and whether there are any visible transport damages or visible defects. Notice of obvious defects must be given within 2 weeks of receipt of the delivery/service, notice of hidden defects immediately after their discovery.

订购方应在收到交付物后立即对其是否符合订购的数量和型号以及是否有明显的运输损耗或瑕疵进行检验。明显的瑕疵必须在收到交付物或服务后 2 周内通知，潜在瑕疵应在发现后立即通知。

- 7.2** If a defective delivery results in the necessity for a higher level of control for incoming goods than is customary in terms of defects, quality or deviation from the agreed characteristics, the Supplier shall bear the costs for this.

如果交付物的瑕疵导致在瑕疵、质量或与约定特性的误差方面需要比惯例更高水平的进场货物控制，则费用应由供应商承担。

## **8. Property rights**

财产权利

- 8.1** The Supplier warrants that the delivery items are free of third-party rights. The Supplier shall indemnify the Ordering Party in particular against third-party claims for infringement of property rights.

供应商保证，交付物上不存在第三方权利限制。供应商应向订购方赔偿其应对第三方就侵犯财产权索赔的损失。

- 8.2** If the Ordering Party resp. its customers is (are) prohibited from manufacturing and/or delivering due to infringement of a property right, the Supplier shall make good the damage incurred by the Ordering Party and, at the Ordering Party's option, shall obtain a licence from the property right holder or take back the delivered goods.

如订购方或其客户因侵犯财产权被禁止生产和/或交货，供应商应赔偿订购方遭受的损失，并在订购方选择的从财产所有权人处取得许可或召回交付货物。

## 9. Open Source Software

开源软件

**9.1** The Supplier undertakes that its service includes only Free and Open Source Software, the use thereof having been previously released in writing by the Ordering Party.

供应商承诺，其服务仅包含自由开源软件，其使用前已经订购方书面发布。

**9.2** “Free and Open Source Software” (“FOSS”) is software provided by the right holder to any users royalty-free with the right to process and/or disseminate on the basis of a licence or other contractual arrangement.

“免费开源软件” (“FOSS”)系由所有权人免费向任何用户提供的，允许其加工和/或在许可或其他契约性协议的基础上传播的免版权软件。

**9.3** If the Supplier uses released FOSS, the Supplier shall be obliged, irrespective of its obligation to comply with the terms of the licence, to provide the Ordering Party with a list of all FOSS components used, indicating the licence respectively to be used, a copy of the full licence text and the existing copyright information and copyright notices, and to make available the corresponding source code of the FOSS components.

如果供应商使用已经发布的 FOSS，供应商有义务（不考虑其遵守许可条款的义务）向订购方提供所有使用的自由开源软件组件的清单并指出所使用的许可，提供一份完整许可文本的副本及版权信息和版权声明，并提供 FOSS 组件相关源代码。

## 10. Product liability

产品责任

**10.1** In the case that claims are asserted by third parties against the Ordering Party for infringement of national or foreign product liability laws based on such defects in Products that are attributable to the delivered Products or based on other acts or omissions attributable to the Supplier, the Supplier shall hold harmless and indemnify the Ordering Party from any such claims and shall reimburse the Ordering Party for any costs incurred by the Ordering Party in connection therewith, to the extent that the asserted damage originates from the sphere of responsibility, domain or organisation of the Supplier and the Supplier itself is liable in the external relationship towards the third party claimant. The Supplier shall reimburse the Ordering Party for any costs incurred by the Ordering Party in connection with the defence of unjustified claims asserted by third parties, to the extent that the alleged damage would originate from the sphere of responsibility, domain or organisation of the Supplier.

如第三方向订购方因可归因于交付物瑕疵或供应商的其他作为或不作为行为的产品瑕疵进行索赔，主张其侵犯了国内外产品责任法，供应商应使订购方不受损失，赔偿订购方因任何该等索赔造成的损失，偿还订购方产生的与之相关的任何费用，但限于主张的损失系源于供应商的责任、产业或组织的范围，且供应商自身在对外关系中对第三方索赔人承担责任。供应商应赔偿订购方任何与订购方就第三方主张的无理由索赔进行的抗辩相关的费用，但限于所声称的损失系源于供应商的责任、产业或组织的范围。

**10.2** The Supplier shall reimburse the Ordering Party for any and all costs incurred by the Ordering Party in connection with recall actions or other product safety measures (e.g. warnings, replacements, product modifications or retrofits) that are reasonable in terms of preventing potential damage, to the extent that such potential damage originates from the sphere of responsibility, domain or organisation of the Supplier. The Ordering Party will inform the Supplier – if and to the extent possible and reasonable – about the type and scope of any such recall action or other safety measure and give the Supplier the opportunity to comment thereon. Further claims of the Ordering Party shall remain unaffected.

对于在防止潜在损害方面合理的召回行动或其他产品安全措施（如警告、重新放置、产品修改或翻新等），如果该等潜在损害源自于供应商的责任范围、领域或组织内，则供应商应向订购方赔偿订购方因此而产生的任何及所有费用。如果且在合理的范围内可行，订购方将通知供应商关于下列情况的说明：。订购方将（在可能且合理的程度内）通知供应商任何该等召回行动或其他安全措施的型号和范围，并给予供应商发表意见的机会。订购方进一步提出的索赔的权利主张不受影响。

## 11. Business liability insurance and product liability insurance

商业责任险与产品责任险

The Supplier undertakes for the duration of the contractual relationship to conclude an appropriate business liability insurance and product liability insurance and to maintain them for at least 5 years after the contract ends.

供应商承诺在合同关系存续期间，购买适当的商业责任保险和产品责任保险，且至少持续至合同终止后 5 年。

## 12. Supplies

物资

The Ordering Party shall retain title to substances or parts supplied by the Ordering Party. They may only be used for their intended purpose. Such substances shall only be processed and parts assembled for the Ordering Party. The Ordering Party shall become co-owner of products manufactured using its substances and parts in the ratio of the value of the supplies to the value of the product as a whole which the Supplier shall hold in safe custody for the Ordering Party. In the case of a reduction in value or losses, the Supplier shall compensate the Ordering Party.

订购方就其提供的资产或零件保有所有权。该等物资仅可用于计划的目的。该等物资仅可为订购方进行加工或零件装配。订购方应成为使用其资产和零件生产出的产品的共有人，所有权份额为其所提供物资的价值占产品总价值的比例，供应商应为订购方安全地保管该等产品。如有价值减损或遗失，供应商应向订购方赔偿。

## 13. Tools, moulds, samples etc.

工具、模具、样品等

Tools, moulds, samples, models, profiles, drawings, test specifications, standard specification sheets, art work masters and gauges provided by the Ordering Party as well as objects manufactured according to them may not be passed on to third parties nor used for purposes other than the contractual purposes without the Ordering Party's written consent. They must be protected against unauthorised inspection and use. Subject to further rights, the Ordering Party can request their surrender, in particular if the Supplier violates these obligations.

订购方提供的工具、模具、样品、模型、外观、图样、测试规范、标准规格表、照相底图、标准尺寸以及据此生产出的物件，未经订购方书面同意，不得向第三方传播，也不得用于合同目的之外的其他目的，应保护其不受未经授权的检验和使用。订购方有权进一步要求其交还，尤其当供应商违反该等义务时。

## 14. Non-disclosure, return of documents

保密，文件返还

**14.1** The Supplier shall treat the conclusion and results of the contract, business transactions and the know-how and experience in providing the services acquired from and about the Ordering Party or other information (“**Information**”) obtained within the scope of the business relationship as secret with respect to unauthorised third parties as long as and if this has not lawfully entered the public domain unless a legal or official obligation to disclose exists or the Ordering Party has consented in writing to Information being passed on in an individual case. The Supplier shall use this Information exclusively for the purposes required to provide the services. This obligation of

secrecy shall also survive termination of the contractual relationship for a period of 3 years.

只要未合法进入公共领域，供应商应就合同的缔结和结果、交易往来以及其为订购方提供服务而取得和与订购方相关的专门技术和经验或其他信息（以下称“信息”）对未经授权的第三方保密，除非存在披露的法律或行政责任或者在个案中订购方已书面同意传递信息。供应商仅可将该等信息用于提供服务所必须的目的。此保密义务应在合同关系终止后 3 年内存续。

- 14.2** The Supplier undertakes to keep safe all property of the Ordering Party or Affiliated Companies in its possession, in particular keys, files, data stored electronically and other documents relating to the business operations of the Ordering Party or Affiliated Companies in such a way that they cannot fall into the hands of unauthorised third parties. All documents must be delivered to the Ordering Party at any time upon request, at the latest when the contractual relationship ends without being requested to do so, or destroyed. In the case of data transmitted to the Supplier by the Ordering Party, the Ordering Party shall also have a right against the Supplier for the Supplier to make a declaration to cease and desist with a penalty clause for the benefit of the Ordering Party.

供应商承诺，将订购方或其关联公司的所有财产安全保管，尤其是钥匙、文件、电子存储的数据和其他与订购方或其关联公司商业运营相关的文件，使其不落入未经授权第三方之手。所有文件必须在任何时候一经要求就交付至订购方（如无要求最迟应在合同关系终止时），或销毁所有文件。在订购方向供应商传输数据的情形下，订购方有权要求供应商作出附有以对订购方有利的违约金条款的终止声明。

## 15. Foreign trade

对外贸易

The Supplier shall be obliged to notify the Ordering Party in writing of any permit requirements relating to the (re-)export of the products according to relevant export and customs regulations, applicable to the contractual relationship, and of export and customs regulations of the country of origin of the products. For this purpose, the Supplier shall provide the Ordering Party with all necessary information. This includes in particular but is not limited to (if applicable): (i) all relevant export list numbers; (ii) the Export Control Classification Number (ECCN) of the U.S. Commerce Control List if the products fall within the scope of the U.S. Export Control Administration Regulations; (iii) the customs tariff number according to the current commodity classification of foreign trade statistics and the HS Code (Harmonized System); (iv) declaration of origin (non-preferential origin) of each product; (v) the Supplier's declaration on the preferential origin for suppliers from the European Union (if requested by the Ordering Party); (vi) preference certificates for non-European suppliers (if requested by the Ordering Party). At the Ordering Party's request, the Supplier shall be obliged to provide all other foreign trade data relating to the products to be delivered according to the contract and their components in writing and notify the Ordering Party immediately (before delivery of the products accordingly concerned) in writing of any changes to the above data.

供应商应根据适用于合同关系的相关出口和海关规定，向订购方书面通知任何与（再）出口产品有关的许可要求，以及产品产地国的出口和海关规定。为此目的，供应商应向订购方提供所有必要的信息。尤其包括但不限于（如适用）：（1）所有相关的出口商品目录号码；（2）美国商业管制清单中的出口控制分类编号（如果产品在美国出口控制管理规定的范围内）；（3）根据现行外贸统计资料的商品分类的关税号码和海关商品编码；（4）每个产品的原产地（非优惠性原产地）声明；（5）（如订购方要求）供应商就来自欧盟的物资的非优惠性原产地声明；（6）（如订购方要求）非欧盟物资的优惠原产地证书。经订购方要求，供应商应（在涉及的相关产品交付之前）以书面形式提供所有其他与根据合同拟交付产品及其组件相关的外贸数据并在上述数据发生任何改变时立即向订购方书面通知。

## 16. Corporate social responsibility

公司的社会责任

The Supplier undertakes to comply with the laws of the respectively applicable legal system(s), not to tolerate any form of corruption and bribery, to respect the fundamental rights of its employees and the prohibition on child and forced labour. The Supplier shall furthermore assume responsibility for the health and safety of its employees at the workplace, provide for fair pay and working hours, comply with environmental legislation and use its best efforts to promote and demand compliance with such principles from its own suppliers. 供应商保证遵守其相应适用法律体系的法律，不容忍任何形式的贪污和贿赂，尊重雇员的基本权利，禁止童工和强迫劳动。供应商应进一步承担雇员在工作场所的健康和安全责任，提供公平的报酬及工作时间，符合环境立法，尽最大努力促使并要求其自己的供应商遵守该等原则的要求。

## 17. Spare parts for obsolete series production requirements

淘汰产品配件的批量生产要求

- 17.1** The Supplier undertakes to supply to the Ordering Party, also after the end of the serial production of the Final Products of the Ordering Party manufactured with the delivery item ("EOP"), spare parts for the average useful life of the respective delivery item, in the case of production components spare parts or delivery items as spare products/spare parts for at least 7 years at market prices. The supply of such spare parts shall also be subject to the provisions of these General Terms and Conditions.

供应商保证按照市场价格，在交付物平均使用寿命内向订购方提供备件，且在订购方使用交付物生产的最终产品的批量生产结束（以下称“停产”）后继续提供，或在零部件备件或交付物为备用产品或备用零件时，至少提供 7 年。

- 17.2** The Ordering Party shall have the right, within a period of 6 months after EOP to cover spare parts requirements of BSH for the underlying delivery items still according to the terms and conditions of the series delivery ("Interim Coverage"). The Ordering Party shall seek final coverage for the period after expiry of the 7 years.

订购方在停产 6 个月内，应有权根据批量交付的条款和条件就博西相关交付物所需的备件进行保险（以下称“临时保险”）。订购方应为 7 年届满后的期间寻求最终承保鉴别。

- 17.3** Spare parts can also be supplied with the Ordering Party's consent from current production. Consent shall only be given if no additional expenses are incurred by the Ordering Party and no quality impairment occurs.

备件经订购方同意亦可从其当前的生产中提供。但同意仅在不对订购方产生额外费用且不发生质量损害的前提下做出。

- 17.4** Spare parts shall be supplied to agreed spare parts warehouses after EOP.

在停产 后，备件仅可由约定的备件仓库提供。

## 18. Force majeure

不可抗力

Force majeure, operational disruptions through no fault of the Ordering Party, unrest and other unavoidable events shall entitle the Ordering Party, irrespective of its other rights, to rescind the contract in whole or in part provided such events are not of insignificant duration (i.e. persist for longer than 4 weeks) and result in a substantial reduction of the Ordering Party's requirements and the Ordering Party notifies the Supplier of the obstacle immediately.

如发生不可抗力、非因订购方过错造成的运行中断、动乱及其他不可抗力事件，且该等事件持续时间并非微不足道（如，持续超过 4 周）并导致订购方需求大幅度削减，则应赋予订购方（不考虑其他权利）全部或部分解除合同的权利，订购方应立即向供应商通知此类阻断事由。

**19. Assignment**

合同转让

The Supplier shall have the right to assign the claims and other rights only with the prior written consent of the Ordering Party.  
供应商仅在订购方事先书面同意时有权转让其请求权和其他权利。

**20. Place of jurisdiction, applicable law**

管辖地和适用法律

**20.1** Any disputes arising hereunder shall be settled exclusively before a competent court where the Ordering Party located.

任何由此产生的争议应在订购方所在地有资格的法院排他性地解决。

**20.2** The contractual relationship is governed exclusively by the law of the People's Republic of China.

合同关系排他性地适用中华人民共和国法律。