

General Terms and Conditions for the Procurement of Goods, Services and Works

货物、服务和工作采购通用条款

1. Scope

范围

- 1.1 These General Terms and Conditions ("GTC") shall apply to the procurement of goods, services and work performances (including software and data) (each hereinafter referred to synonymously as "Services" or "Goods").

本通用条款（“GTC”）适用于货物、服务和工作成果（包括软件和数据）的采购（以下同义地称为“服务”或“货物”）。

- 1.2 "BSH" means the company of the BSH Group that procures Services in the specific individual case on the basis of these GTC.

“BSH”指在特定个案中依据本通用条款采购服务的 BSH 集团的公司。

- 1.3 "Contractor" means the party that undertakes to BSH to provide the Service.

“缔约方”指承诺向 BSH 提供服务的一方。

- 1.4 The GTC apply exclusively to contractors who provide the Service in the exercise of their commercial or independent professional activity (entrepreneurs).

本通用条款仅适用于在从事商业或单独的专业工作时提供服务的缔约方（企业）。

- 1.5 Deviating terms and conditions of the Contractor shall only apply if and insofar as BSH expressly acknowledges them in writing. BSH's silence with regard to deviating terms and conditions shall not be deemed to be recognition or consent, even if BSH accepts a Service without reservation in the knowledge of such.

缔约方的偏离条款仅在 BSH 以书面形式明确认可的情况下适用。BSH 对偏离条款的沉默不应被视为认可或同意，即使 BSH 在知情的情况下毫无保留地接受了服务。

- 1.6 In addition to these GTC, BSH's Special Terms and Conditions ("STC") may be included, depending on the Services ordered in each case.

除本通用条款外，BSH 的特殊条款（“STC”）可能被包括在本通用条款中，取决于在每种情况下订购的服务。

- 1.7 Legally binding declarations by BSH within the scope of the contractual relationship must be in writing. Unless a stricter form is prescribed by law, written form requirements ("in writing") in these GTC shall be met by e-mail or another form of remote data transmission. The priority of the individual agreement in any form remains unaffected.

BSH 在合同关系范围内做出的具有法律约束力的声明必须以书面形式做出。除非法律规定了更严格的形式，本通用条款中的书面形式要求（“书面形式”）应通过电子邮件或其他远程数据传输形式得到满足。任何形式的单独协议的优先权不受影响。

2. Order

订单

- 2.1 Orders shall be placed in writing from the BSH Order Centers. Changes to the order or other agreements must be made in writing.

BSH 订单中心应以书面形式下达订单。对订单或其他协议的变更必须以书面形式做出。

- 2.2 Orders shall be deemed accepted if the Contractor does not object in writing within 5 calendar days, insofar as BSH has expressly pointed out this legal consequence in the order/call-off.

如果缔约方在 5 个日历日内没有以书面形式提出反对，则订单应被视为已被接受，只要 BSH 已经在订单/分订单中明确指出该法律后果。

3. Delivery / Transfer of risk / Packaging material

交付/风险转移/包装材料

- 3.1 Unless otherwise agreed, the Contractor's Services shall be understood as delivered duty unpaid (DAP Incoterms 2020) to the agreed receiving points, including packaging. The Contractor shall coordinate the mode of transport with BSH.

除非另有约定，缔约方的服务应被理解为未完税（DAP 国际贸易术语 2020）交付至约定的接收点，包括包装。缔约方应与 BSH 协调运输方式。

- 3.2 In accordance with the agreed DAP Incoterms 2020, the risk shall pass upon delivery of the Goods. In deviation from this, the risk shall pass upon acceptance in the case of deliveries that also include the installation or assembly of the Goods, as well as other Services to be accepted. If acceptance is culpably delayed by BSH, the time of readiness for acceptance shall be decisive for such deliveries.

根据已约定的 DAP 国际贸易术语 2020，风险应于货物交付时转移。与此不同的是，如果交付还包括货物的安装或装配，以及其他应被接受的服务，则风险应于验收时转移。如果由于 BSH 的过失而延迟验收，则风险应当自双方约定的准备验收的时间转移。

- 3.3 Upon delivery of the Services, the Contractor shall provide BSH with all documents (in English and the local language version of the place of installation) that are necessary for the safe operation and/or that are listed in the respective specification.

在交付服务时，缔约方向 BSH 提供安全操作所需的和/或在各自的规范中列出的所有文件（英文或安装地的当地语言版本）。

4. Provision of services and work

提供服务和工作的

- 4.1 The Contractor shall perform its Services in its own name and for its own account as an independent contractor. He shall not be subject to any instructions from BSH in the performance of his work. No employment relationship shall be established between the parties. The Contractor shall not be authorized to represent BSH in legal transactions.

缔约方应作为独立缔约方，以自己的名义并为自己的利益提供服务。缔约方在工作过程中不应受到 BSH 的任何指示的约束。双方之间不应建立雇佣关系。缔约方无权在法律交易中代表 BSH。

- 4.2 Insofar as documents are required for the use of the contractual Service, the Contractor shall hand them over to BSH, even if this is not expressly agreed.

对于使用合同服务所需的文件，缔约方应将其移交给 BSH，即使双方未明确约定。

- 4.3 The Contractor shall ensure that only employees and subcontractors are employed who are not covered by national and/or international sanctions lists.

缔约方应确保仅雇用未被列入国家和/或国际制裁名单的雇员和分包商。

- 4.4 The provisions of this sec. 4 shall also apply to deliveries which include the insertion, installation or assembly of the Goods.

本第 4 节的规定同样适用于包含货物的入场、安装或装配的交付。

5. Acceptance of work performances

工作成果的验收

- 5.1 In the case of work performances, BSH and the Contractor shall agree on an acceptance date. If no acceptance date is agreed, acceptance shall take place after completion of the work.

就工作成果而言，BSH 和缔约方应商定验收日期。如果未商定验收日期，则应在工作完成后进行验收。

- 5.2** Work performances shall be subjected to an acceptance test after provision by the Contractor. BSH shall declare acceptance of the performance after completion of the acceptance test, provided that the performance is free of Defects.

工作成果应在缔约方提供后进行验收测试。BSH 应在完成验收测试后宣布对工作成果进行验收，前提是工作成果不存在瑕疵。

- 5.3** Fictitious acceptance is expressly excluded. Acceptance shall be made in writing. An exception to this is the case in which BSH uses the work provided commercially for more than 14 calendar days for the intended purpose outside of agreed test processes and/or procedures.

虚假验收不在此列。验收应以书面形式作出。例外情况是 BSH 在约定的测试过程和/或程序之外使用了商业服务成果超过了 14 个日历天。

6. Change Request / Additional Expenses

变更请求/额外费用

- 6.1** BSH shall be entitled to request changes to the object of performance even after conclusion of the contract if the deviations are technically and logistically reasonable for the Contractor, taking into account the Contractor's business object and know-how as well as the Contractor's order situation when viewed objectively. The Contractor shall examine BSH's change request without delay and notify BSH of its effect in writing without delay. This duty of notification shall include a statement as to whether the requested changes are at all technically and/or logistically possible and relevant, as well as a statement as to the effects of the change requests on the contract structure agreed up to that point, such as the concept, deadlines, dates, acceptance modalities and remuneration in the form of a quotation. BSH shall then immediately decide on the implementation of the changes vis-à-vis the Contractor.

BSH 有权在签订合同后要求变更工作成果，如果变更在技术上和逻辑上对缔约方而言是合理的，则 BSH 考虑到缔约方的业务目标和专有技术以及客观上缔约方的订单情况。缔约方应立即审核 BSH 的变更请求，并立即书面通知 BSH 其影响。此项通知义务应包括以报价形式说明所要求的变更在技术上和/或逻辑上是否可行以及是否相关，以及说明变更要求对到目前为止已商定的合同结构的影响，例如概念、最后期限、日期、接受形式和报酬。BSH 应立即决定对缔约方实施该等变更。

- 6.2** With the positive decision and the agreement on the changes of the contract conditions the change of the order becomes part of the contract.

在作出积极决定并就合同条件的变更达成一致后，订单的变更构成合同的一部分。

- 6.3** In the event of technical and for the Contractor economically insignificant requests for changes by BSH with regard to the subject matter of the contract or the execution of the contract, the Contractor may not demand a change of the contract conditions.

如果 BSH 就合同标的或合同的执行提出技术上和对缔约方而言价格影响较小的变更请求，则缔约方不得要求变更合同条件。

- 6.4** Additional expenses shall only be reimbursed and additional remuneration shall only be paid if payment has been expressly agreed.

只有在已明确同意付款的情况下，才能报销额外费用和支付额外报酬。

7. Remuneration

报酬

- 7.1** BSH shall pay the Contractor the agreed remuneration. Unless otherwise agreed, the agreed remuneration shall include all Services to be rendered by the Contractor and other related expenses as well as the transfer and/or granting of rights pursuant to sec. 13 shall be compensated.

BSH 应向缔约方支付约定的报酬。除非另有约定，约定的报酬应包括缔约方提供的所有服务和其他相关费用以及根据第 13 条进行的权利转让和/或授予应获得的报酬。

- 7.2** Travel expenses will only be reimbursed if expressly agreed in writing. Reimbursement shall only be made upon proper invoicing and submission of copies of receipts. Exceptions to this require the prior written consent of BSH.

只有在明确书面同意的情况下，才能报销差旅费。只有在正确开具发票并提交收据复印件后，方能报销。例外情况需要 BSH 的事先书面同意。

8. Payments and invoices

付款和发票

- 8.1** Unless otherwise agreed, payments shall be made net without discount after 90 calendar days. The payment period shall commence as soon as the Service has been fully performed (and - in the case of work performances - accepted by BSH) and the properly issued invoice has been received by BSH. An invoice shall only be deemed to have been properly issued if it complies with the statutory provisions and the BSH purchase order number is stated.

除非另有约定，付款应在 90 个日历天无折扣地支付。付款期应在服务完全履行（并且 BSH 接受其服务成果）且 BSH 收到正确开具的发票后立即开始。发票只有在符合法律规定且注明 BSH 订单号的情况下才能被认为正确开具。

- 8.2** Payments do not imply acceptance of the Services by BSH as being in accordance with the contract.

付款并不意味着 BSH 已根据合同接受服务。

- 8.3** The Contractor shall be responsible for the proper taxation of all payments made by BSH. The remuneration shall be paid plus statutory value added tax if and to the extent that the Services are subject to value added tax and provided that the Contractor issues a proper invoice in accordance with the provisions of the applicable value added tax law. If it transpires that the Services are not subject to value added tax, the Contractor shall immediately reimburse BSH for the wrongly paid value added tax, waiving the plea of discharge.

缔约方应负责 BSH 支付的所有款项的合理税负。如果就某种情况而言服务应缴纳增值税，且缔约方应根据适用的增值税法律的规定开具正确的发票，则报酬应与法定增值税一并支付。如果发现服务无需缴纳增值税，则缔约方应立即向 BSH 偿还错误支付的增值税，放弃免除义务的抗辩。

- 8.4** Insofar as the remuneration is subject to withholding tax under the applicable tax law, BSH shall withhold the statutory taxes and pay them to the competent authority. In cases where tax exemption or a reduced tax rate applies to the remuneration obtained under the applicable double taxation treaty, the Contractor shall act in accordance with the prescribed procedure for applying for exemption or reduction to the extent required. BSH shall provide the Contractor with a tax certificate.

在报酬根据适用的税法应缴纳预扣税的范围内，BSH 应预扣法定税款并向主管税务机关缴纳。如果根据适用的避免双重征税协定，适用对取得的报酬免税或减税，则缔约方应根据规定的程序申请必要的免税或减税。BSH 应向缔约方提供税务证明。

9. Delay

延误

- 9.1** Agreed dates and deadlines are binding. Unless otherwise agreed, the statutory default provisions shall apply.

约定的日期和最后期限具有约束力。除非另有约定，法定违约条款应适用。

- 9.2** In the event of a foreseeable delay in Service or its quality not being in accordance with the contract, the Contractor shall notify BSH in writing without delay, offer remedial measures and obtain BSH's decision. This shall also apply if the Contractor is not responsible for the delay. Acceptance of the delayed Service shall not constitute a waiver of claims for compensation.

如果服务发生可预见的延误或其质量不符合合同要求，缔约方应立即书面通知 BSH，提供补救措施并取得 BSH 的决定。如果缔约方对延误不承担责任，则本规定同样适用。接受延误的服务不应构成 BSH 放弃索赔的权利。

10. Incoming goods inspection, notification of Defects

进货检验、缺陷通知

10.1 Notwithstanding the statutory provisions, BSH shall inspect the Goods after receipt of the delivery only with regard to quantity and identity and for any transport damage. Obvious Defects shall be reported immediately in the ordinary course of business after receipt of the Goods; hidden Defects at the latest within 4 weeks after discovery.

尽管有法律规定，BSH 应在收到货物后检验货物，仅限于数量和性质及任何运输损坏。明显缺陷应在收到货物后的正常业务过程中立即报告；隐蔽缺陷最迟应在发现货物后的 4 周内报告。

10.2 If, due to the detection of individual Defects, it is necessary to carry out an inspection of the Goods that exceeds the usual scope of an incoming goods inspection, the Contractor shall bear the costs for this.

如果由于发现个别缺陷，有必要对货物进行超出通常进货检验范围的检验，则缔约方应承担相关费用。

11. Defects / Non-performance or poor performance / Limitation period

缺陷/不履行或不良履行/时效期间

11.1 In the event of a defective Service (material defect or defect in title) or non-performance or poor performance ("Defect"), the Contractor shall be liable in accordance with the following provisions:

如果服务存在缺陷（重大缺陷或所有权缺陷）或不履行或不良履行（“缺陷”），缔约方应根据以下条款承担责任：

11.2 The Contractor shall, at the discretion of BSH, either remedy the Defect within a reasonable deadline at its own expense or provide its Services free of Defects. If the deadline expires unsuccessfully, BSH may rescind or terminate the contract, reduce the remuneration appropriately, remedy the Defect or have it remedied at the Contractor's expense, or make a replacement purchase and demand damages in lieu of performance.

根据 BSH 的决定，缔约方应在合理期限内自费补救缺陷或提供无缺陷的服务。如果最后期限届满仍未成功履行，则 BSH 可以解除或终止合同，适当地减少报酬，自行或自费修补缺陷，或重新采购并要求损害赔偿以代替履行。

11.3 In urgent cases, in particular to avert acute danger or avoid major damage, BSH shall be entitled to remedy the identified Defect itself or have it remedied by third parties at the Contractor's expense without setting a deadline.

在紧急情况下，特别是为了避免紧急危险或避免重大损害，BSH 有权在不设定期限的情况下自行修补或通过第三方修补已确认的缺陷，费用由缔约方承担。

11.4 In the event of subsequent performance, the Contractor shall bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs as well as removal and installation costs. The Contractor shall bear the costs and risk of returning defective Goods.

如果需要后续履约，缔约方应承担后续履约所需的所有费用，特别是运输、差旅、劳动力和材料成本以及拆除和安装成本。缔约方应承担退回有缺陷货物的费用和风险。

11.5 The limitation period for defect rights shall be governed by the statutory provisions. It begins with the transfer of risk in the case of purchase contracts and the acceptance of the performance in the case of contracts for work performances or deliveries with installation and/or assembly. The notice of Defect interrupts the limitation period with regard to the defective performance. After the Defect has been remedied, the limitation period for the performance concerned shall continue to run. BSH reserves the right to assert other statutory claims due to a defect as well as further claims for damages.

缺陷担保权利的时效期间应由法律规定管辖。就采购合同而言，时效期始于风险转移，就工作履行合同或连同安装和/或装配的交付货物合同而言，时效期始于对履行的验收。缺陷通知中断了与有缺陷的履行有关的时效期。在缺陷被修补后，有关履行的时效期应继续计算。BSH 保留就存在的缺陷提出其他法定索赔以及进一步要求损害赔偿的权利。

12. Environmental clause

环境条款

12.1 The Services must be provided in compliance with the respective environmental and health protection regulations applicable to the market concerned ("Target market") (e.g. regulations of the European Union and their national implementations, in particular Regulation (EC) No. 1907/2006 ("REACH"), Annexes XIV and XVII on restrictions of hazardous substances) as well as the resulting declaration and information obligations (e.g. according to Article 33 REACH).

提供的服务必须遵守适用于相关市场（“目标市场”）的相应环境和健康保护法规（例如欧洲联盟的法规及其国家执行，特别是关于有害物质限制的（EC）第 1907/2006 号法规（“REACH”）、附件十四和附件十七）以及相应产生的申报和信息义务（例如根据 REACH 法规第 33 条的规定）。

12.2 The Contractor shall also ensure the conformity of the Services with the legislation in force in the Target market (e.g. with the essential requirements and assessment procedures laid down by Community European legislation for the Goods).

缔约方还应确保服务符合目标市场的有效立法（例如符合欧盟立法对货物规定的基本要求和评估程序）。

13. Property rights and copyrights, Work results

知识产权和版权、工作成果

13.1 The Contractor undertakes to provide the Service free of third party rights that exclude or impair the contractual use of the Service by BSH and warrants that it has the authority to transfer or grant corresponding rights of use to BSH. Sentence 1 shall also apply with regard to the Work results in accordance with sec. 13.4.

缔约方承诺提供的服务不存在排除或损害 BSH 以合同方式使用服务的第三方权利，并保证其有权向 BSH 转让或授予相应的使用权。第 1 句应根据第 13.4 条的规定同样适用于工作成果。

13.2 Should third parties assert claims against BSH and/or its customers based on the infringement of third party rights due to the contractual use of the Services, the Contractor shall indemnify BSH and/or its customers against these claims upon first request and compensate BSH and/or its customers for the entire damage incurred (including the costs of a reasonable legal defense).

如果第三方基于合同使用服务侵犯第三方权利而向 BSH 和/或其客户提出权利主张，缔约方应在收到第一个要求时就该等权利主张赔偿 BSH 和/或其客户，并赔偿 BSH 和/或其客户发生的所有损害（包括合理法律抗辩的费用）。

13.3 If BSH or its customers are prohibited from using the Services in accordance with the contract due to an infringement of third party rights, the Contractor shall, at its own expense and at BSH's discretion, acquire from the rights holder the rights required for use in accordance with the contract or take back the Services provided and reimburse BSH for the remuneration paid.

如果 BSH 或其客户因侵犯第三方权利而被禁止根据合同使用服务，则根据 BSH 的决定，缔约方应自费从权利持有人处获得根据合同使用所需的权利，或收回提供的服务，并将已支付的报酬偿还给 BSH。

13.4 The Contractor undertakes to notify BSH of all Work results immediately after they arise and to hand them over in the form requested by BSH. "Work results" are all results and findings, including results capable of being protected by property rights, which arise in the course of the performance of the Service owed, in particular the works to be created, intermediate and/or by-product results, raw materials, objects, concepts, graphics, sketches, reports, documents, software (in object and source code format) and the associated documentation.

缔约方承诺在所有工作成果产生后立即通知 BSH，并以 BSH 要求的形式移交工作成果。“工作成果”是指在履行所提供服务的过程中产生的所有成果和发现物，包括能够受知识产权保护的成果，特别是有待创作的作品、中间和/或副产品成果、原材料、实物、概念、图形、草图、报告、文件、软件（以实物和源代码格式）以及相关文件。

13.5 The parties agree that BSH is entitled to all rights to the Work results. The Contractor hereby transfers all rights to the Work results to BSH upon their creation. Insofar as the rights to the Work results are not transferable, the

Contractor shall grant BSH the irrevocable, exclusive, transferable, sub-licensable right, unlimited in time, place and content, to use and exploit the Work results itself or through third parties in all conceivable ways of use - whether already known or as yet unknown. The right of use includes, in particular, the right to reproduce, distribute, edit, modify, publish, exhibit, lecture, perform and demonstrate, the right to rent, the broadcasting right, the right to reproduce by means of image and/or sound carriers, the right to reproduce radio broadcasts, the right to make available to the public and non-public (e.g. Internet or Intranet), the transmission and licensing right as well as the right to store the Work results in any form.

各方同意 BSH 对工作成果享有所有权利。缔约方特此将工作成果的所有权利在其产生时转让给 BSH。如果工作成果的权利是不可转让的, 则缔约方应授予 BSH 不可撤销的、排他的、可转让的、可分许可的权利, 不受时间、地点及内容的限制, 自行或通过第三方以所有可想象的使用方式 (无论该等使用方式是否已经为人所知或未知) 使用和开发工作成果。使用权特别包括复制、发行权、编辑、修改权、出版权、展览权、演讲权、表演权和演示权、出租权、广播权、以图像和/或声音载体的方式复制的权利、复制无线电广播的权利、向公众和非公众 (如互联网或企业内部网) 提供的权利、传输和许可权以及以任何形式储存工作成果的权利。

- 13.6** To the extent that standard software is delivered as part of the Work results, sec. 13.5 shall apply with the proviso that the rights of use must be granted on a non-exclusive basis so that BSH is enabled to use the Work results to the contractually agreed extent. The defect rights under this contract shall also apply to such standard software.

如果标准软件作为工作成果的一部分交付, 则第 13.5 款应当适用, 但条件是使用权的授予必须是在非排他的基础上, 以使 BSH 能够在合同约定的范围内使用工作成果。本合同项下的权利瑕疵应同样适用于该标准软件。

- 13.7** The Contractor waives the right to be named as the author or co-author of the Work results and the right of access to the software. The obligation to indicate the source shall not apply. The Contractor shall ensure that its employees, other staff and third parties used to provide the contractually owed Services declare a corresponding waiver of their rights and shall submit the waivers to BSH upon request.

缔约方放弃在工作成果中署名作者或共同作者的权利以及使用该软件的权利。但注明来源的义务不适用。缔约方应确保其雇员、其他雇员和提供合同约定的服务的第三方相应地放弃其权利, 并在 BSH 要求时将该等放弃权利的声明提交给 BSH。

- 13.8** Insofar as the Work results contain protectable ideas, the Contractor shall immediately inform BSH thereof in writing. BSH shall be solely entitled to use, exploit, transfer, register for intellectual property rights in any country, maintain or abandon such intellectual property rights in any manner it sees fit. Insofar as BSH requires declarations, documents or other support from the Contractor for the registration, processing and/or defense of such property rights, the Contractor shall provide and grant these to BSH without delay and free of charge upon request.

如果工作成果包含可保护的内容, 缔约方应立即以书面形式通知 BSH。BSH 单独有权以其认为合适的任何方式使用、利用、转让、在任何国家注册知识产权、维持或放弃该等知识产权。如果 BSH 要求缔约方为该等知识产权的登记、处理和/或保护而提供声明、文件或其他支持, 则缔约方应在 BSH 要求时毫不延迟地免费提供并给予该等支持。

- 13.9** Any and all claims made pursuant to this sec. 13 shall be compensated with the contractually owed remuneration.

根据本第 13 款提出的任何和所有权利主张应使用合同约定的报酬予以补偿。

- 13.10** If the Work results to be created are software essential for the operation of BSH, the Contractor shall, at the written request of BSH, deposit the source code of the most current version of the software (including the associated documentation) with a depository to be named by BSH at BSH's expense (escrow).

如果要创造的工作成果是 BSH 运营所必需的软件, 经 BSH 书面要求, 缔约方应将该软件的最新版本的源代码 (包括相关文件) 存放在 BSH 指定的存放处, 费用由 BSH 承担 (托管) 费用。

14. Free and Open Source Software

自由开源软件

- 14.1** "Free and Open Source Software" ("FOSS") means any software that (i) has been licensed under license terms that are recognized as open source software by the Open Source Initiative or the Free Software Foundation and listed as such on their respective websites and/or (ii) has been licensed royalty-free by the respective rights holder to any user pursuant to an agreement that includes the right to edit and distribute such software and that permits distribution of or access to the software only if certain materials or information (e.g., license text, copyright or proprietary notices, source code, or written offers thereto) or links to the materials or information (hereinafter "Additional FOSS Materials") are included with or otherwise openly distributed with the software (e.g., license text, copyright or proprietary notices, source code or written proposals therefor) or links to the materials or information (hereinafter "Additional FOSS Materials") are provided or otherwise disclosed with the Software.

“自由开源软件” (“FOSS”) 是指任何符合以下条件的软件: (i) 根据被开放源代码促进会或自由软件基金会承认为开源软件的许可条款获得许可, 并在其各自的网站上作为开源软件列出, 和/或 (ii) 由各自的权利持有人根据一项协议将该软件免版税许可给任何用户, 该协议包括该软件的编辑权和分发权, 并且仅当软件包含某些材料或信息 (例如, 许可文本、版权或所有权声明、源代码或书面建议) 或材料或信息的链接 (在下文中称为“附加 FOSS 材料”) 随软件一起提供或披露时, 才允许分发或访问该软件。

- 14.2** The Contractor undertakes that its Service shall only contain FOSS whose use has been approved in writing in advance by BSH. There shall be no obligation to use FOSS.

缔约方承诺其服务仅包括 BSH 事先书面同意使用的 FOSS。缔约方没有使用 FOSS 的义务。

- 14.3** If Contractor uses released FOSS, Contractor shall be obligated to fulfill the obligations arising from the respective license terms of the FOSS and to provide BSH with a complete list of the names and version numbers of the applicable license terms as well as the FOSS components used, the associated license texts and the complete corresponding source code of the FOSS components as well as all additional FOSS materials. A link to the additional FOSS materials is not sufficient. The complete corresponding source code is the source code of the software handed over by Contractor, including the information required for compiling and installing the software, which enables BSH to create a rebuild of the software itself.

如果缔约方使用了已发布的 FOSS, 缔约方应履行该 FOSS 相应许可条款的义务, 并向 BSH 提供一份完整的清单, 列明适用的许可条款的名称和版本号、使用的 FOSS 部件、相关的许可文本、FOSS 部件的完整对应源代码和所有附加 FOSS 材料。附加 FOSS 材料的链接是不够的。完整对应源代码是指缔约方提交的软件的源代码, 包括编写和安装该软件所需的信息, 使 BSH 能够根据该软件进行再开发。

- 14.4** The defect rights under the contract shall also apply to the software components and shall apply irrespective of whether the software is FOSS or a proprietary development or other third-party software.

本合同项下的权利瑕疵应同样适用于软件部件, 并且无论该软件是 FOSS 或专有开发的软件或其他第三方软件, 均应适用。

15. Insurance

保险

The Contractor undertakes to adequately insure the liability risks in connection with the performance of the Services by means of suitable liability insurance policies customary in its industry at its own expense in terms of reason and amount and to provide BSH with evidence thereof upon request. The Contractor's liability shall not be limited by the conclusion of insurance policies.

缔约方承诺根据原因和金额, 通过在其行业中通用的合适的责任保险充分投保与履行服务有关的责任风险, 并根据要求向 BSH 提供相关证明。缔约方的责任不受保险单的限制。

16. Provision of documents, objects, material

文件、物品和材料的提供

16.1 Documents and/or items provided shall remain the property of BSH and shall be stored separately free of charge, marked as the property of BSH and managed. Software provided may not be reverse engineered (exclusion of reverse engineering). The supply or provision of information shall not constitute a transfer of intellectual property. Their use is only permitted for the fulfillment of Services owed. In the event of culpable impairment or loss, the Contractor shall provide compensation.

所提供的文件和/或物品仍是 BSH 的财产，并应免费单独存放、标记为 BSH 的财产并进行管理。所提供的软件可以不进行反向工程（反向工程除外）。信息的提供不应构成知识产权的转移。它们只允许为完成所提供的服务而使用。如果发生可归责的损坏或损失，缔约方应提供赔偿。

16.2 Tools, molds, samples, models, profiles, drawings, test specifications, standard sheets, print templates and gauges provided by BSH, as well as items manufactured thereafter, may not be passed on to third parties or used for purposes other than the contractual purposes without the written consent of BSH. They shall be secured against unauthorized inspection and use. Subject to further rights, BSH may demand their return in particular if the Contractor violates these obligations.

由 BSH 提供的工具、模具、样品、模型、型材、图纸、测试规范、标准板材、印刷模板和计量表以及之后制造的物品，未经 BSH 的书面同意，不得转让给第三方或用于合同目的以外的其他目的。它们应被保护以防止未经授权的检查和使用。受限于进一步的权利，BSH 尤其可以在缔约方违反这些义务的情况下要求返还它们。

16.3 If BSH provides material or parts to the Contractor free of charge or at a charge, BSH shall retain title thereto (reserved goods). Processing or transformation by the Contractor shall be carried out for BSH. If goods subject to retention of title are processed with other items not belonging to BSH, BSH shall acquire co-ownership of the new item in the ratio of the gross value of its provided item to the other processed items at the time of processing. Sec. 16.1 shall apply accordingly.

如果 BSH 免费或以收费的方式向缔约方提供材料或零件，BSH 将保留对其的所有权（保留货物）。缔约方应为 BSH 加工或转变该等材料或零件。如果需保留所有权的货物与不属于 BSH 的其他物品一起加工，在加工时，BSH 应按其提供的物品的总价值与其他加工物品的比例获得对新物品的共有所有权。第 16.1 款应相应地适用。

17. Confidentiality / Return of items

保密/物品返还

17.1 The Contractor shall treat all information and data (including drawings, documents and data carriers), knowledge, experience and know-how as well as all contractual contents obtained from and via BSH within the scope of the business relationship as confidential vis-à-vis unauthorized third parties, as long as and to the extent that such information has not lawfully become generally known, a statutory or official obligation to disclose exists or BSH has consented in writing to disclosure in individual cases ("Confidential Information"). The Contractor shall use the Confidential Information exclusively for the purposes required for the provision of the Services. This confidentiality obligation shall continue for a period of 3 years even after termination of the contractual relationship.

缔约方应将业务关系范围内从 BSH 获得的或通过 BSH 获得的所有信息和数据（包括图纸、文件和数据载体）、知识、经验和专有技术以及所有合同内容视为对未经授权的第三方的保密信息，只要该等信息未合法地被公众所知、存在法定的或官方的披露义务或 BSH 已书面同意在个别情况下进行披露（“保密信息”）。缔约方应将保密信息仅用于提供服务所需的目的。即使在合同关系终止后，该保密义务在 3 年内仍应有效。

17.2 The Contractor undertakes to store all Confidential Information in its possession, all documents relating to the business operations of BSH or its affiliated companies and other items in its possession, in particular files, documents, electronically stored data and keys, so carefully that they cannot fall into the hands of unauthorized third parties. All items shall be surrendered to BSH upon request at any time, at the latest upon termination of the contractual relationship, without being asked to do so, or shall be destroyed. In the event of data transmitted by BSH to the Contractor, BSH shall also have a claim against the Contractor for the issuance of a cease-and-desist declaration in favor of BSH.

缔约方承诺妥善存储其拥有的所有保密信息、与 BSH 或其关联公司业务运营相关的所有文件以及其拥有的其他物品，特别是文档、文件、电子存储的数据和密钥，以使其不会落入未经授权的第三方的手中。经要求，所有物品应在任何时候（最迟在合同关系终止时）在无需被要求的情况下交还 BSH，或应销毁。如果数据是由 BSH 传送给缔约方，BSH 还有权向缔约方主张发出以 BSH 为受益人的停止并终止声明。

18. Data protection / Information security

数据保护/信息安全

18.1 The Contractor shall establish and maintain a suitable and appropriate level of information security in its company in accordance with the respective current state of the art as well as norms, standards, processes and methods customary in the industry (including suitable technical, organizational and operational measures) in order to

缔约方应根据各自的当前技术水平以及行业内通行的规范、标准、流程和方法（包括适当的技术、组织和操作措施），在其公司建立并维持适当水平的信息安全，以便：

a. protect the confidentiality, availability, authenticity and integrity of all data and systems related to the performance of the contract;

保护与履行合同有关的所有数据和系统的保密性、可用性、真实性和完整性；

b. adequately protect personal data (in particular in the context of commissioned processing) against loss, alteration, disclosure or access by unauthorized third parties;

充分保护个人数据（特别是在委托处理的情况下）免于丢失、修改、披露或被未经授权的第三方访问；

c. Preventing, identifying, assessing and remedying IT security risks in supplies and services that may arise in particular from vulnerabilities or malware; and

预防、识别、评估和补救供应品和服务中可能存在的、特别是由漏洞或恶意软件引起的信息技术安全风险；及

d. Prevent, identify, assess, and remediate IT security risks in IT interfaces.

预防、识别、评估和补救信息技术界面中的信息技术安全风险。

This can be done, for example, through access controls; immediate application of available security updates; security by design/default; end-point security measures; and encryption technologies.

例如，可以通过访问控制来完成此操作；立即应用可用的安全更新；设计/默认的安全性；端点安全措施；和加密技术。

18.2 The Contractor shall guarantee the IT security of the Services beyond the time of the passing of risk, but at least for the agreed service life or during the agreed period of Services. If no specific service life has been agreed, the Contractor shall guarantee the IT security of the Services for a reasonable period of time that can reasonably be expected in accordance with the respective purpose of the contract.

在风险转移的时间之外，缔约方应保证服务的信息技术安全，但至少应保证在约定的服务期限内或服务的约定期间内。如果没有约定具体的服务期限，则缔约方应保证服务在根据合同的各自目的可合理预期的合理期间内的信息技术安全。

18.3 The Contractor shall inform BSH without delay and free of charge of all IT security-related events that have occurred or are suspected (e.g. security breaches, data losses, incidents, threats, infestation by malware, data misuse, data leaks or cyber attacks) that affect the Contractor's operations or the Services ("Security Breaches") at the e-mail address security@bosch.com. This shall only apply if and to the extent that BSH may actually or probably be affected thereby. The Contractor shall remedy such Security Breaches relevant to BSH without delay and take appropriate measures to prevent a renewed Security Breach.

缔约方应立即免费向电子邮件地址 security@bosch.com 通知所有已发生或怀疑的、影响缔约方运行或服务的信息技术安全相关的事件（例如安全漏洞、数据损失、事故、威胁、恶意软件侵扰、数据误用、数据泄露或网络攻击）（“安全漏洞”），并发送至邮箱 security@bosch.com。本条款仅在 BSH 实际或可能因此受到影响的情况下适用。缔约方应立即纠正与 BSH 相关的该等安全漏洞，并采取适当措施防止新的安全漏洞。

18.4 The Contractor shall ensure that all employees and subcontractors who have access to the data and systems or are used in the performance of the contract are appropriately trained and sensitized and comply with the IT security specifications and data protection specifications of these GTC.

缔约方应确保所有接触数据和系统的雇员和分包商或在履行合同过程中使用的雇员和分包商均经过适当的培训和宣传，并遵守本通用技术条款规定的信息技术安全规范和数据保护规范。

18.5 A breach of the obligations under this sec. 18 entitles BSH to terminate the contract without notice.

如违反本第 18 款项下的义务，BSH 有权不经通知而终止合同。

18.6 If employees of the Contractor access BSH systems, BSH reserves the right to implement measures to detect and prevent misuse in order to protect BSH's IT systems, if necessary also by inspecting personal data of the accessing employees of the Contractor (e.g. individual identification and name, contact data). The Contractor shall support BSH to a reasonable extent in these measures (in particular to ensure the legality of the use of this data by BSH).

如果缔约方的雇员访问 BSH 的系统，BSH 有权采取措施发现并防止误用，以保护 BSH 的信息技术系统，如有必要，还可通过检查访问该等系统的缔约方雇员的个人资料（例如个人身份和姓名、联系方式）的方式进行检查。缔约方应在该等措施中对 BSH 提供合理的支持（特别是为确保 BSH 使用该等数据的合法性）。

19. Foreign Trade

对外贸易

19.1 The Contractor shall inform BSH in writing of any requirements or restrictions for the (re-)export of the Goods (goods, software and technology) according to applicable export control and customs regulations as well as the export control and customs regulations of the country of origin of the Goods.

缔约方应根据适用的出口管制和海关法规以及货物原产地的出口管制和海关法规，以书面形式通知 BSH 关于货物（货物、软件和技术）出口（再出口）的任何要求或限制。

For Goods subject to licensing or restrictions, the following information must be sent to eco@bshg.com in a timely manner prior to the first shipment: BSH Material Number, Description of Goods, All applicable Export List Numbers including Export Control Classification Number (ECCN) as per U.S. Commerce Control List, Commercial and Preferential Origin, Commodity Statistical Number (HS Code) and a contact person in his company for clarification of any queries.

对于受限于许可或限制的货物，必须在第一次发货前及时将以下信息发送至 eco@bshg.com：BSH 材料编号、货物描述、所有适用的出口清单编号，包括根据美国商业管制清单的出口管制分类编号（ECCN）、商业原产地和优惠原产地、商品统计编号（HS 编码）以及其公司联系人以澄清任何问题。

The Contractor shall provide BSH with the ECCN (including EAR99) for all Goods subject to US (re-) export control regulations. The Contractor shall notify BSH immediately about any changes regarding the above mentioned information (including ECCN) applicable to the Goods delivered to BSH resulting from technical or changes in statutory law or due to any official statement of a regulatory body.

对于受美国（再）出口管制法规约束的所有货物，缔约方向 BSH 提供 ECCN（包括 EAR99）。如因技术或成文法变化或监管部门的任何正式声明导致适用于交付给 BSH 的货物的上述信息（包括 ECCN）发生变化，缔约方应立即通知 BSH。

19.2 The Contractor is obliged to take appropriate supply chain security measures in accordance with its business model as defined by the WCO SAFE Framework of Standards and to support BSH in taking necessary measures to maintain the authorization as Authorized Economic Operator (AEO). The Contractor is obliged to provide appropriate evidence, e.g. through authorizations or declarations, e.g. security declarations, declarations within the scope of C-TPAT or similar programs. BSH or a third party instructed by BSH shall be entitled to verify the Contractor's evidence as set forth under this clause at the Contractor's premises.

缔约方有义务根据世界海关组织《安全标准框架》中规定的其业务模式采取适当的供应链安全措施，并支持 BSH 采取必要措施以维持其作为经认证的经营者（AEO）的授权。缔约方有义务提供适当的证据，例如通过授权或声明，例如安全声明、在 C-TPAT 或类似计划范围内的声明。BSH 或 BSH 指定的第三方应有权在缔约方的场所核实本款规定的缔约方的证据。

19.3 The Contractor is obliged to notify BSH of the respective prescribed preferential origin for the Goods in a binding manner. For deliveries of Goods within the European Union (EU), the Contractor shall issue a long-term supplier's declaration in accordance with the applicable EU implementing regulation as requested by BSH. For deliveries of Goods from a free trade agreement/preferential agreement country. The commercial origin shall be indicated on the respective commercial invoice and if required, a certificate of origin shall be issued. In case of initial consignment, the origin data must be communicated in writing at the latest at the first delivery. Changes of the origin of the goods must be immediately notified to BSH in writing.

缔约方有义务以有约束力的方式通知 BSH 相应指定的货物优惠原产地。对于在欧洲联盟（欧盟）内交付的货物，缔约方应按照 BSH 的要求，根据适用的欧盟实施法规签发一份长期供应商声明。对于来自自由贸易协定/优惠协定国家的货物交付，应在相关商业发票上标明商业原产地，如有要求，应签发原产地证书。对于首批货物，应最迟在第一次交付时以书面形式传送原产地数据。货物原产地的变化应立即以书面形式通知 BSH。

19.4 In addition, the Contractor is obliged to inform BSH about the Goods' non-preferential origin. The non-preferential origin is to be stated on the respective commercial invoice and, if required, a certificate of non-preferential origin is to be issued. In the event of an initial delivery, the origin data shall be communicated in writing at the latest at the time of the first delivery.

此外，缔约方有义务通知 BSH 货物的非优惠原产地。非优惠原产地应在相关商业发票上标明，如有要求，应签发非优惠原产地证书。对于首次交付的货物，应最迟在第一次交付时以书面形式传送原产地数据。

19.5 The contractor is obliged to attach all necessary documents such as commercial invoice, delivery bill and all information for a complete and correct import customs declaration to the delivery in case of Goods deliveries across customs borders. The following must be observed with regard to the invoice:

如果货物跨境交付，缔约方有义务随附所有必要的文件，例如商业发票、交货单和完整、正确的进口报关单所需的所有信息。对于发票，应遵守以下规定：

19.6 In addition, costs not included in the price of the Goods (e.g. research and development costs, license fees, tooling costs, materials provided by BSH in connection with the delivery of the Goods) shall be listed separately in the invoice.

此外，不包含在货物价格中的费用（例如研发费用、许可费、模具费用、BSH 提供的与交付货物相关的材料）应在发票中单独列出。

19.7 In the case of deliveries free of charge, the Contractor shall be obliged to indicate in the pro forma invoice a statement of value reflecting a price customary in the market and the reference "For Customs Purpose Only". The invoice or delivery bill must also state the reason for the free delivery (e.g. free sample shipment).

对于免费交付的货物，缔约方有义务在形式发票上标明一份反映市场上通行价格的价值说明，并注明“仅供海关使用”。发票或交货单还必须说明免费交付的原因（例如免费发货样品）。

19.8 The Contractor shall assist BSH with all means necessary to reduce or minimize BSH's payment obligations with respect to customs duties or costs for customs clearance.

缔约方应协助 BSH 采取所有必要的手段，以减少或最小化 BSH 在关税或清关费用方面的支付义务。

19.9 The following shall apply additionally to the delivery of software: Unless otherwise agreed in the delivery or offer documents, a cross-border transfer of software, software know-how, technology or other data (e.g. map material) shall take place exclusively in electronic form (e.g. by e-mail or download). This does not apply to "embedded software" (software that is physically located on a hardware).

以下规定还应适用于软件的交付，除非在交付或报价文件中另有约定，软件、软件专有技术、技术或其他数据（例如地图资料）的跨境转让应排他性地以电子形式（例如通过电子邮件或下载）进行。本规定不适用于“嵌入式软件”（位于硬件上的自有软件）。

20. Code of Conduct / Corporate Social Responsibility/ Equal Treatment 行为准则/企业社会责任/平等待遇

20.1 The Contractor undertakes to comply with the principles of the Code of Conduct for Suppliers of the BSH Group (available at [Documents | BSH Hausgeräte GmbH \(bsh-group.com\)](#)). Accordingly, the Contractor undertakes to comply with the laws of the applicable legal system(s), to uphold internationally recognized human rights, to assume ecological responsibility and to conduct business ethically. He will take responsibility for the health and safety of his employees in the workplace, ensure fair pay and working hours, observe environmental protection laws and promote and demand compliance with these principles from his subcontractors to the best of his ability.

缔约方承诺遵守 BSH 集团供应商行为准则（可在 [Documents | BSH Hausgeräte GmbH \(bsh-group.com\)](#) (BSH-group.com) 获取）的各项原则。因此，缔约方承诺遵守适用的法律体系的法律，支持国际公认的人权，承担生态责任，并以符合道德规范的方式开展业务。缔约方将负责其工作场所员工的健康和安全，确保公平的报酬和工作时间，遵守环境保护法律，并尽其所能促进和要求其分包商遵守上述原则。

20.2 The Contractor undertakes to prevent or eliminate discrimination on racist grounds or on grounds of ethnic origin, gender, religion or belief, disability, age or sexual identity. The prohibition of discrimination applies equally to the employer, employees, external service providers and to other business partners. When providing Services, the regulations of the anti-discrimination and equal treatment laws applicable in the country where the Services are provided must be observed.

缔约方承诺防止或消除基于种族主义的歧视或基于民族血统、性别、宗教或信仰、残疾、年龄或性别的歧视。禁止歧视平等地适用于雇主、雇员、外部服务供应商和其他商业合作伙伴。在提供服务时，必须遵守适用于服务提供所在国的反歧视和平等待遇法律的规定。

21. Force majeure

不可抗力

Force majeure, operational disruptions through no fault of the parties, riots, official measures and other unavoidable events shall release BSH and the Contractor from their contractually owed performance and acceptance obligations for the duration of the event. BSH and the Contractor shall be obliged to provide each other with the necessary and reasonable information without delay and to adjust their obligations temporarily to the changed circumstances, in particular to the possibly changed market requirements, in good faith. During such events and within two weeks after their end, BSH shall be entitled - without prejudice to its other rights - to withdraw from the contract in whole or in part in the event that an adjustment is not suitable, insofar as these events are not of insignificant duration.

不可抗力、非因双方过错造成的运营中断、暴动、官方措施和其他不可避免的事件应免除 BSH 和缔约方在事件持续期间的合同履约和验收义务。BSH 和缔约方有义务毫不延迟地向对方提供必要且合理的信息，并根据变化的情况，特别是可能变化的市场要求，善意地临时调整双方的义务。在上述事件期间及事件结束后两周内，如认为调整不合适，BSH 有权在不影响其其他权利的情况下全部或部分退出合同，前提是该等事件持续的时间不长。

22. Assignment

转让

The Contractor shall only be entitled to assign the receivables and other rights with the prior written consent of BSH.

缔约方仅在 BSH 事先书面同意的情况下有权转让应收款和其他权利。

23. Place of jurisdiction / Applicable law

管辖地/适用法律

23.1 For disputes arising from the contractual relationship, if the Contractor is a registered trader, the court at which BSH shall have exclusive jurisdiction.

对于因合同关系产生的争议，如缔约方是注册贸易商，则 BSH 所在地法院具有专属管辖权。

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

本合同关系受中华人民共和国法律专属管辖。