

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

### 貨物、服務和工作採購通用條款

#### 1. Scope

##### 範圍

- 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 "Service", "Services" or "Goods").

本通用條款（「GTC」）適用於貨物、服務和工作績效（包括軟體和數據）的採購（以下同義稱為「服務」或「貨物」）。

- 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”指在特定個案中依據本通用條款採購服務的 BSH 集團的公司。

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

“供應商”指承諾向 BSH 提供服務的一方。

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

本通用條款僅適用於在從事商業或單獨的專業工作時提供服務的供應商（企業）。

- 1.5 Deviating terms and conditions of the Supplier 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.

供應商的偏離條款僅在 BSH 以書面明確認可的情況下適用。BSH 對偏離條款的沉默不應被視為認可或同意，即使 BSH 在知情的情況下毫無保留地接受了服務。

- 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.

除本通用條款外，BSH 的特殊條款（「STC」）可能被包括在本通用條款中，取決於在每種情況下訂購的服務。

- 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 在合約關係範圍內做出的具有法律約束力的聲明必須以書面形式做出。除非法律規定了更嚴格的形式，本通用條款中的書面形式要求（「書面形式」）應透過電子郵件或其他遠端資料傳輸形式得到滿足。任何形式的單獨協議的優先權不受影響。

#### 2. Order

##### 訂單

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

BSH 應以書面下達訂單。訂單或其他協議的變更必須以書面形式做出。

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

如果供應商在 5 個日曆日內沒有以書面形式提出反對，則訂單應被視為已被接受，只要 BSH 已經在訂單/分訂單中明確指出該法律後果。

#### 3. Delivery / Transfer of risk / Packaging material

##### 交付/風險轉移/包裝材料

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

除非另有約定，供應商的服務應被理解為未完稅（DAP 國際貿易術語 2020）交付至約定的接收點，包括包裝。供應商應與 BSH 協調運輸方式。

- 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.

根據已約定的 DAP 國際貿易術語 2020，風險應於貨物交付時轉移。與此不同的是，如果交付還包括貨物的安裝或裝配，以及其他應被接受的服務，則風險應於驗收時轉移。如果由於 BSH 的過失而延遲驗收，則風險應自雙方約定的準備驗收的時間轉移。

- 3.3 Upon delivery of the Services, the Supplier 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.

在交付服務時，供應商應向 BSH 提供安全操作所需的和/或在各自的規範中列出的所有文件（英文或安裝地的當地語言版本）。

#### 4. Provision of services and work

##### 提供服務和工作

- 4.1 The Supplier 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 Supplier shall not be authorized to represent BSH in legal transactions.

供應商應作為獨立供應商，以自己的名義並為自己的利益提供服務。供應商在工作過程中不應受到 BSH 的任何指示的約束。雙方不應建立僱傭關係。供應商無權在法律交易中代表 BSH。

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

對於使用合約服務所需的文件，供應商應將其移交給 BSH，即使雙方未明確約定。

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

供應商應確保僱用未被列入國家和/或國際制裁名單的員工和分包商。

- 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 節的規定同樣適用於包含貨物的入場、安裝或組裝的交付。

#### 5. Acceptance of work performances

##### 工作成果的驗收

- 5.1 In the case of work performances, BSH and the Supplier 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 和供應商應商定驗收日期。如果未商定驗收日期，則應在工作完成後進行驗收。

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

工作成果應在供應商提供後進行驗收測試。BSH 應在完成驗收測試後宣佈對工作測試的驗收，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.

虛假接受不在此列。驗收應以書面形式作出。例外情況是 BSH 在約定的測試過程和/或程序之外使用了商業服務成果超過了 14 個日曆天。

## **6. Change Request / Additional Expenses**

### **變更請求/額外費用**

- 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 Supplier, taking into account the Supplier's business object and know-how as well as the Supplier's order situation when viewed objectively. The Supplier 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 Supplier.

BSH 客觀地考慮供應商的業務目標和專有技術以及供應商的訂單情況，如果變更為技術上和邏輯上對供應商而言是合理的，則 BSH 有權在簽訂合約後要求變更工作成果。供應商應立即審核 BSH 的變更請求，並立即以書面通知 BSH 其影響。此項通知義務應包括以報價形式說明所要求的變更為技術上和/或邏輯上是否可行以及是否相關，以及說明變更要求對到目前為止已商定的合約結構的影響，例如概念、最後期限、日期、接受形式和報酬。BSH 應立即決定對供應商實施該等變更。

- 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.

在作出積極決定並就合約條件的變更達成協議後，訂單的變更構成合約的一部分。

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

如果 BSH 就合約標的或合約的執行提出技術上和對供應商而言，對價格影響較小的變更請求，則供應商不得要求變更合約條件。

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

只有在已明確同意付款的情況下，才能報銷額外費用和支付額外報酬。

## **7. Remuneration**

### **報酬**

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

BSH 應向供應商支付約定的報酬。除非另有約定，約定的報酬應包括供應商提供的所有服務和其他相關費用以及根據第 13 條進行的權利轉讓和/或授予應獲得的報酬。

- 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.

只有在明確書面同意的情况下，才能報銷差旅費。只有在正確開立發票並提交收據影本後，方能報銷。例外情況需要 BSH 的事先書面同意。

## **8. Payments and invoices**

### **付款和發票**

- 8.1** Unless otherwise agreed, payments shall be made net without discount after 60 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.

除非另有約定，付款應在 60 個日曆天內無折扣地淨價支付。付款期應在服務完全履行（且 BSH 接受其服務成果）且 BSH 收到正確開立的發票後立即開始。發票只有在符合法律規定且註明 BSH 訂單號碼的情況下才能被認為正確開立。

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

付款並不意味著 BSH 已根據合約接受服務。

- 8.3** The Supplier shall be responsible for the proper taxation of all payments made by BSH

供應商應負責對博西家電支付的所有付款進行適當的納稅。

## **9. Delay**

### **延誤**

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

約定的日期和最後期限具有約束力。除非另有約定，法定違約條款應適用。

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

若服務發生可預見的延誤或其品質不符合合約要求，供應商應立即書面通知 BSH，提供補救措施並取得 BSH 的決定。若供應商對延誤不負有責任，則本規定同樣適用。接受延誤的服務不應構成 BSH 放棄索賠的權利。

## **10. Incoming goods inspection, notification of Defects**

### **進貨檢驗、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.

儘管有法律規定，BSH 應在收到貨物後檢驗貨物，僅限於數量和性質及任何運輸損壞。明顯缺陷應在收到貨物後的正常業務過程中立即報告；隱蔽缺陷最遲應在發現貨物後的 4 週內報告。

- 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 Supplier shall bear the costs for this.

如果由於發現個別缺陷，有必要對貨物進行超出通常進貨檢驗範圍的檢驗，則供應商應承擔相關費用。

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

### **缺陷/不履行或不良履行/時效期間**

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

如果服務有缺陷（重大缺陷或所有權缺陷）或不履行或不良履行（「缺陷」），供應商應根據以下條款承擔責任：

**11.2** The Supplier 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 Supplier's expense, or make a replacement purchase and demand damages in lieu of performance.

根據 BSH 的決定，供應商應在合理期限內自費補救缺陷或提供無缺陷的服務。如果最後期限屆滿仍未能成功履行，則 BSH 可以解除或終止合同，適當地減少報酬，自行或自費修補缺陷，或重新採購並要求損害賠償以代替履行。

**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 Supplier's expense without setting a deadline.

在緊急情況下，特別是為了避免緊急危險或避免重大損害，BSH 有權在不設定期限的情況下自行修補或透過第三方修補已確認的缺陷，費用由供應商承擔。

**11.4** In the event of subsequent performance, the Supplier 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 Supplier shall bear the costs and risk of returning defective Goods.

如果需要後續履約，供應商應承擔後續履約所需的所有費用，特別是運輸、差旅、勞動力和材料成本以及拆除和安裝成本。供應商應承擔退回有缺陷貨物的費用和風險。

**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.

缺陷權利的時效期應由法律規定管轄。就採購合約而言，時效期始於風險轉移，就工作履行合約或連同安裝和/或組裝的交付貨物合約而言，時效期始於對履行的驗收。缺陷通知中斷了與有缺陷的履行有關的時效期。在缺陷修補後，有關履行的時效期間應繼續計算。BSH 保留就存在的缺陷提出其他法定索賠以及進一步要求損害賠償的權利。

## 12. Environmental clause

### 環境條款

**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).

提供的服務必須遵守適用於相關市場（「目標市場」）的相應環境和健康保護法規（例如歐洲聯盟的法規及其國家執行，特別是關於有害物質限制的（EC）第 1907/2006 號法規（「REACH」）、附件十四和附件十七）以及相應產生的申報和資訊義務（例如根據 REACH 法規第 33 條的規定）。

**12.2** The Supplier 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).

供應商還應確保服務符合目標市場的現行立法（例如符合歐盟立法對貨物規定的基本要求和評估程序）。

## 13. Property rights and copyrights, Work results

### 知識產權和版權、工作成果

**13.1** The Supplier 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.

供應商承諾提供的服務不存在排除或損害 BSH 以合約方式使用服務的第三方權利，並保證其有權向 BSH 轉讓或授予相應的使用權。第 1 句應依第 13.4 條的規定同樣適用於工作成果。

**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 Supplier 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).

如果第三方基於合約使用服務侵犯第三方權利而向 BSH 和/或其客戶提出權利主張，供應商應在收到第一個要求時就該等權利主張賠償 BSH 和/或其客戶，並賠償 BSH 和/或其客戶發生的所有損害（包括合理法律抗辯的費用）。

**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 Supplier 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 或其客戶因侵犯第三方權利而被禁止根據合約使用服務，則根據 BSH 的決定，供應商應自費從權利持有人處獲得根據合約使用所需的權利，或收回提供的服務，並將已支付的報酬償還給 BSH。

**13.4** The Supplier 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.

供應商承諾在所有工作成果產生後立即通知 BSH，並以 BSH 要求的形式移交工作成果。「工作成果」指在履行所提供服務的過程中所產生的所有成果和發現物，包括能夠受知識產權保護的成果，特別是有待創作的作品、中間和/或副產品成果、原料、實物、概念、圖形、草圖、報告、文件、軟體（以實物和源代碼格式）以及相關文件。

**13.5** The parties agree that BSH is entitled to all rights to the Work results. The Supplier 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 Supplier 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 對工作成果享有所有權利。供應商特此將工作成果的所有權利在其產生時轉讓給 BSH。若工作成果的權利是不可轉讓的，則供應商應授予 BSH 不可撤銷的、排他的、可轉讓的、可分許可的權利，不受時間、地點及內容的限制，自行或透過第三方以所有可想像的使用方式（無論該等使用方式是否已為人所知或未知）使用和開發工作成果。使用權特別包括複製、發行權、編輯、修改權、出版權、展覽權、演講權、表演權和演示權、出租權、廣播權、以圖像和/或聲音載體的方式複製的權利

、複製無線電廣播的權利、向公眾和非公眾（如互聯網或企業內部網）提供的權利、傳輸和許可權以及以任何形式儲存工作成果的權利。

**13.6** To the extent that standard software is delivered as part of the Work results, sec. 13.5 shall apply with the provision 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.

如果標準軟體作為工作成果的一部分交付，則第 13.5 款應適用，但條件是該使用權的授予必須是在非排他的基礎上，以使 BSH 能夠在合約約定的範圍內使用工作成果。本合約項下的缺陷權利應同樣適用於該標準軟體。

**13.7** The Supplier 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 Supplier 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.

供應商放棄在工作成果中署名作者或共同作者的權利以及使用該軟體的權利。但不適用註明來源的義務。供應商應確保其僱員、其他僱員和提供合約約定的服務的第三方相應地放棄其權利，並在 BSH 要求時將該等放棄權利的聲明提交給 BSH。

**13.8** Insofar as the Work results contain protectable ideas, the Supplier 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 Supplier for the registration, processing and/or defense of such property rights, the Supplier shall provide and grant these to BSH without delay and free of charge upon request.

若工作成果包含可保護的內容，供應商應立即以書面通知 BSH。BSH 單獨有權以其認為適當的任何方式使用、利用、轉讓、在任何國家註冊知識產權、維持或放棄該等知識產權。如果 BSH 要求供應商為該等知識產權的登記、處理和/或保護而提供聲明、文件或其他支持，則供應商應在 BSH 要求時毫不遲延地免費提供並給予該等支持。

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

根據本第 13 款提出的任何和所有權利主張應使用合約約定的報酬予以補償。

**13.10** If the Work results to be created are software essential for the operation of BSH, the Supplier 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).

如果創造的工作成果是 BSH 營運所必需的軟件，經 BSH 書面要求，供應商應將該軟件的最新版本的源代碼（包括相關文件）存放在 BSH 指定的存放處，費用由 BSH 承擔（託管）。

## 14. Free and Open Source Software

### 自由開源軟件

**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.

「自由開源軟件」（「FOSS」）指任何符合以下條件的軟件：（i）根據被開放源代碼促進會或自由軟件基金會承認為開源軟件的許可條款獲得許

可，並在其各自的網站上作為開源軟件列出，和/或（ii）由各自的權利持有人根據一項協議將該軟件免版稅許可給任何用戶，該協議包括該軟件的編輯權和分發權，並且僅當軟件包含某些資料或資訊（例如，許可文字、版權或所有權聲明、源代碼或書面建議）或材料或資訊的鏈接（在下文中稱為「附加 FOSS 材料」）隨軟件一起提供或揭露時，才允許分發或存取該軟件。

**14.2** The Supplier 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.

供應商承諾其服務僅包括 BSH 事先書面同意使用的 FOSS。供應商沒有使用 FOSS 的義務。

**14.3** If Supplier uses released FOSS, Supplier 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 Supplier, including the information required for compiling and installing the software, which enables BSH to create a rebuild of the software itself.

如果供應商使用了已發布的（FOSS），供應商應履行該 FOSS 相應許可條款的義務，並向 BSH 提供一份完整的清單，列明適用於許可條款的名稱和版本號、使用的 FOSS 部件、相關的許可文本、FOSS 部件的完整對應源代碼和所有附加 FOSS 材料。附加 FOSS 材料的連結是不夠的。完整對應源代碼是指供應商提交的軟件的源代碼，包括編寫和安裝該軟件所需的信息，使 BSH 能夠根據該軟件進行再開發。

**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.

根據本合同項目下的缺陷權利應同樣適用於軟件組件，並且無論該軟件是 FOSS 或專有開發的軟件或其他第三方軟件，均應適用。

## 15. Insurance

### 保險

The Supplier 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 Supplier's liability shall not be limited by the conclusion of insurance policies.

供應商承諾根據原因和金額，在其行業中通用的適當責任保險中充分投保，以應對與履行服務相關的責任風險，並按要求向 BSH 提供相關證明。供應商的責任不受保險單的限制。

## 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 Supplier shall provide compensation.

所提供的文件和/或物品仍然屬於 BSH 的財產，應該免費單獨存放、標記為 BSH 的財產並進行管理。所提供的軟件可以不進行反向工程（反向工程除外）。信息的提供不應構成知識產權的轉移。它們僅允許用於履行所承擔的服務。如果出現可歸責的損壞或損失，合約方供應商應提供賠償。

**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 Supplier violates these obligations.

由 BSH 提供的工具、模具、樣品、模型、型材、圖紙、測試規範、標準板材、印刷模板和計量表以及之後製造的物品，未經 BSH 的書面同意，不得轉讓給第三方或用於合同目的以外的其他目的。它們應被保護以防止未經授權的檢查和使用。受限於進一步的權利，BSH 尤其可以在供應商違反這些義務的情況下要求返還它們。

**16.3** If BSH provides material or parts to the Supplier free of charge or at a charge, BSH shall retain title thereto (reserved goods). Processing or transformation by the Supplier 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 以免費或收費的方式向供應商提供材料或零件，BSH 將保留對其的所有權（保留貨物）。供應商應為 BSH 加工或轉變該等材料或零件。如果需要保留所有權的貨物與不屬於 BSH 的其他物品一起加工，在加工時，BSH 應按其提供的物品的總價值與其他加工物品的比例獲得對新物品的共有所有權。第 16.1 款相應地適用。

## 17. Confidentiality / Return of items

### 保密/物品返還

**17.1** The Supplier 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 Supplier 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.

供應商應將業務關係範圍內從 BSH 獲得的或通過 BSH 獲得的所有資訊和數據（包括圖紙、文件和數據載體）、知識、經驗和專有技術以及所有合同內容視為對未經授權的第三方的保密信息，只要該等信息未合法地被公眾所知、存在法定的或官方的披露義務或 BSH 已書面同意在個別情況下進行披露（「保密信息」）。供應商應將保密信息僅用於提供服務所需的目的。即使在合同關係終止後，該保密義務在 3 年內仍應有效。

**17.2** The Supplier 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 Supplier, BSH shall also have a claim against the Supplier for the issuance of a cease-and-desist declaration in favor of BSH.

供應商承諾妥善存儲其擁有的所有保密信息、與 BSH 或其關聯公司業務運營相關的所有文件以及其擁有的其他物品，特別是文件、文件、電子存儲的數據和密鑰，以使其不會落入未經授權的第三方的手中。經要求，所有物品應在任何時候（最遲在合同關係終止時）在無需被要求的情況下交還 BSH，或應銷毀。如果數據是由 BSH 傳送給供應商，BSH 還有權向供應商主張發出以 BSH 為受益人的停止並終止聲明。

## 18. Data protection / Information security

### 數據保護/資訊安全

**18.1** The Supplier 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 :

供應商應根據各自的當前技術水平以及行業內通行的規範、標準、流程和方法（包括適當的技術、組織和操作措施），在其公司建立並維持適當水平的資訊安全，以便：

a. protect the confidentiality, availability, authenticity and integrity of all data and systems related to the performance of the contract;  
保護與履行合約有關的所有資料和系統的保密性、可用性、真實性和完整性；

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

充分保護個人資料（特別是在委託處理的情況下）免於丟失、修改、披露或被未經授權的第三方訪問；

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

預防、識別、評估和補救供應品和服務中可能存在的、特別是由漏洞或惡意軟件引起的資訊技術安全風險；及

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

預防、識別、評估和補救資訊技術界面中的資訊技術安全風險。

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，可以通過訪問控制來完成此操作；立即應用可用的安全更新；設計/默認的安全性；端點安全措施；和加密技術。

**18.2** The Supplier 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 Supplier 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.

在風險轉移的時間之外，供應商應保證服務的資訊技術安全，但至少應保證在約定的服務期限內或服務的約定期間內。如果沒有約定具體的服務期限，則供應商應保證服務在根據合同的各自目的可合理預期的合理期間內的資訊技術安全。

**18.3** The Supplier 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 Supplier'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 Supplier shall remedy such Security Breaches relevant to BSH without delay and take appropriate measures to prevent a renewed Security Breach.

供應商應立即免費向電子郵件地址 security@bosch.com 通知所有已發生或懷疑的、影響供應商運營或服務的資訊技術安全相關事件（例如安全漏洞、數據損失、事故、威脅、惡意軟件侵擾、數據誤用、數據洩露或網絡攻擊）（「安全漏洞」），並發送至郵箱 security@bosch.com。本條款僅在 BSH 實際或可能因此受到影響的情況下適用。供應商應立即糾正與 BSH 相關的該等安全漏洞，並採取適當措施防止新的安全漏洞。

**18.4** The Supplier 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.

供應商應確保所有接觸數據和系統的員工和分包商或在履行合同過程中使用的員工和分包商均經過適當的培訓和宣傳，並遵守本通用技術條款規定的資訊技術安全規範和資料保護規範。

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

如違反本第 18 款項下的義務，BSH 有權不經通知而終止合同。

**18.6** If employees of the Supplier 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 Supplier (e.g. individual identification and name, contact data). The Supplier shall support BSH to a reasonable extent in these measures (in particular to ensure the legality of the use of this data by BSH).

如果供應商的員工訪問 BSH 的系統，BSH 有權採取措施發現並防止誤用，以保護 BSH 的資訊技術系統，如有必要，還可通過檢查訪問該等系統的供應商員工的個人資料（例如個人身份和姓名、聯繫方式）的方式進行檢查。供應商應在該等措施中對 BSH 提供合理的支持（特別是為確保 BSH 使用該等數據的合法性）。

## 19. Foreign Trade

### 對外貿易

- 19.1** The Supplier 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.

供應商應根據適用的出口管制和海關法規，以及貨物原產地的出口管制和海關法規，以書面形式通知 BSH 關於貨物（貨物、軟件和技術）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](mailto: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.

對於受限於許可或限制的貨物，必須在第一次發貨前及時將以下信息發送至 [eco@bshg.com](mailto:eco@bshg.com)：BSH 材料編號、貨物描述、所有適用的出口清單編號，包括根據美國商業管制清單的出口管制分類編號（ECCN）、商業原產地和優惠原產地、商品統計編號（HS 編碼）以及其公司聯繫人以澄清任何問題。

The Supplier shall provide BSH with the ECCN (including EAR99) for all Goods subject to US (re-) export control regulations. The Supplier 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.

對於受美國（再）出口管制法規約束的所有貨物，供應商應向 BSH 提供 ECCN（包括 EAR99）。如因技術或成文法變化或監管部門的任何正式聲明導致適用於交付給 BSH 的貨物的上述信息（包括 ECCN）發生變化，供應商應立即通知 BSH。

- 19.2** The Supplier 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 Supplier 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 Supplier's evidence as set forth under this clause at the Supplier's premises.

供應商有義務根據世界海關組織《安全標準框架》中規定的其業務模式採取適當的供應鏈安全措施，並支持 BSH 採取必要措施以維持其作為經認證的經營者（AEO）的授權。供應商有義務提供適當的證據，例如通過授權或聲明，例如安全聲明、在 C-TPAT 或類似計劃範圍內的聲明。BSH 或 BSH 指定的第三方應有權在供應商的場所核實本款規定的供應商的證據。

- 19.3** The Supplier 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 Supplier 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.

供應商有義務以具有約束力形式通知 BSH 相應指定的貨物優惠原產地。對於在歐洲聯盟（歐盟）內交付的貨物，供應商應根據 BSH 的要求，按

照適用的歐盟實施法規簽發一份長期供應商聲明。對於來自自由貿易協定/優惠協定國家的貨物交付，應在相關商業發票上標明商業原產地，如有要求，應簽發原產地證書。對於首批貨物，應最遲在第一次交付時以書面形式傳送原產地數據。貨物原產地的變化應立即以書面形式通知 BSH。

- 19.4** In addition, the Supplier 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，供應商有義務通知 BSH 貨物的非優惠原產地。非優惠原產地應在相關商業發票上標明，如有要求，應簽發非優惠原產地證書。對於首次交付的貨物，應最遲在第一次交付時以書面形式傳送原產地數據。

- 19.5** The Supplier 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:

如果貨物跨境交付，供應商有義務隨附所有必要的文件，例如商業發票、交貨單和完整、正確的進口報關單所需的所有信息。對於發票，應遵守以下規定：

- 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，不包含在貨物價格中的費用（例如研發費用、許可費、模具費用、BSH 提供的與交付貨物相關的材料）應在發票中單獨列出。

- 19.7** In the case of deliveries free of charge, the Supplier 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).

對於免費交付的貨物，供應商有義務在形式發票上標明一份反映市場上通行價格的價值說明，並注明「僅供海關使用」。發票或交貨單還必須說明免費交付的原因（例如免費發貨樣品）。

- 19.8** The Supplier 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.

供應商應協助 BSH 採取所有必要的手段，以減少或最小化 BSH 在關稅或清關費用方面的支付義務。

- 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).

以下規定還應適用於軟件的交付，除非在交付或報價文件中另有約定，軟件、軟件專有技術、技術或其他數據（例如地圖資料）的跨境轉讓應排他性地以電子形式（例如通過電子郵件或下載）進行。本規定不適用於「嵌入式軟件」（位於硬件上的自有軟件）。

## 20. Code of Conduct / Corporate Social Responsibility/ Equal Treatment 行為準則/企業社會責任/平等待遇

- 20.1** The Supplier 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 Supplier 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.

供應商承諾遵守 BSH 集團供應商行為準則（可在 [Documents | BSH Hausgeräte GmbH \(bsh-group.com\)](#) (BSH-group.com) 獲取）的各項原則。因此，供應商承諾遵守適用的法律體系的法律，支持國際公認的人權，承擔生態責任，並以符合道德規範的方式開展業務。供應商將負責其工作場所員工的健康和安全，確保公平的報酬和工作時間，遵守環境保護法律，並盡其所能促進和要求其分包商遵守上述原則。

- 20.2** The Supplier 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.

供應商承諾防止或消除基於種族主義的歧視或基於民族血統、性別、宗教或信仰、殘疾、年齡或性別的歧視。禁止歧視平等地適用於僱主、僱員、外部服務供應商和其他商業合作夥伴。在提供服務時，必須遵守適用於服務提供所在國的反歧視和平等待遇法律的規定。

## **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 Supplier from their contractually owed performance and acceptance obligations for the duration of the event. BSH and the Supplier 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、非因雙方過錯造成的運營中斷、暴動、官方措施和其他不可避免的事件應免除 BSH 和供應商在事件持續期間的合同履約和驗收義務。BSH 和供應商有義務毫不遲延地向對方提供必要且合理的信息，並根據變化的情況，特別是可能變化的市場要求，善意地臨時調整雙方的義務。在上述事件期間及事件結束後兩週內，如認為調整不合適，BSH 有權在不影響其其他權利的情况下全部或部分退出合約，前提是該等事件持續的時間不短。

## **22. Assignment**

### **轉讓**

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

供應商僅在 BSH 事先書面同意的情况下有權轉讓應收款和其他權利。

## **23. Place of jurisdiction / Applicable law**

### **管轄地/適用法律**

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

對於因合約關係產生的爭議，如供應商是註冊貿易商，則以 BSH 所在地法院具有專屬管轄權。

- 23.2** The contractual relationship is governed exclusively by the law of the Hong Kong Special Administrative Region.

本合約關係受香港特別行政區法律專屬管轄。

- 23.3** In the event of any conflicts between English and Chinese versions, the English version prevails.

如果中英文版本有任何衝突，以英文版本為準。