

General Terms and Conditions for Services and Works  
服务与工作通用条款

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.

供应商的特别条款仅在订购方明确以书面方式认可后方能适用。订购方对于不同条款的沉默不应视为订购方对于这些条款的认可或同意，本条款同样适用于今后签订的合同。

- 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与条件的有效性后，该等通用条款应替代供应商的任何条款和条件的适用，尤其是供应商的通用条款和条件，以及那些规定“采购订单或提议视为对通用条款与条件的无条件的认可”的条款和条件，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，供应商清楚地确认其已放弃源于其通用条款与条件或供应商其他条件的合法异议。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。本协议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. Implementation of contractual relationship

合同关系的实现

- 3.1 The Supplier shall provide its services in its own name and for its own account as independent entrepreneur. The Supplier shall not be authorised to represent the Ordering Party in legal transactions. The Supplier is not a representative of the Ordering Party.

供应商作为独立的主体应当以其自身名义并使用其自己的账户向订购方提供服务。供应商不得被授权在法律事务中代理订购方。供应商不构成订购方的代表。

- 3.2 In performing its activities, the Supplier shall not be subject to the instructions of the Ordering Party and its employees. An employment relationship between the parties shall not be created.

在履行过程中，供应商不受订购方和其雇员之间的指令影响。双方之间不构成任何雇佣关系。

- 3.3 Unless otherwise required by the Ordering Party, the Supplier itself shall freely determine the days, time management on these days and the place of providing its service. This shall not affect the Supplier's obligation to fulfil the agreed services according to the contract.

除非订购方另行提出要求，供应商可自由决定其提供服务期间的时间安排，以及提供服务的地点。时间和地点的安排不应影响供应商根据合同约定提供服务的义务。

- 3.4 The Supplier can commission third parties to provide the service unless the Supplier's personal provision of the service was agreed. This shall not apply if there is good cause to exclude a third party commissioned. Such good cause shall exist in particular if the third parties commissioned by the Supplier lack the required qualifications and professional experience necessary to fulfil the tasks according to the contract or the requirements for the commissioning of third parties under data protection law do not exist.

供应商可以委托第三方提供服务除非已就供应商亲自提供服务达成一致。本条不适用于有合理理由排除第三方委托的情形。本条所称的合理理由系指供应商委托的第三方缺乏所需资质以及缺少数据保护法项下完成任务所必要的专业经验。

- 3.5 If the Supplier provides services relevant for safety, the Supplier shall undertake a corresponding risk assessment. Work equipment used or facilities requiring special supervision must be subjected to the required examinations. If hazardous substances are handled, the corresponding safety data sheets must be taken along while the service is being provided.

如供应商提供的服务涉及安全性，供应商应承担相应的风险评估的费用。使用的工作设备或需要特别监管的设施必须经过相关测试。当有害物质被处理时，供应商应在提供服务的同时附上相应的安全数据表。

- 3.6 If documents for the use of the service covered by the contract are required, the Supplier shall deliver them to the Ordering Party, even if this is not expressly agreed.

合同项下使用服务所需的文件应同时交付给订购方，即使没有明确约定。

4. Change request / Additional expenses  
变更需求/额外的费用

- 4.1 The Ordering Party shall have the right, also after conclusion of the contract, to request changes to the delivery item and/or object of the service according to the regulations set forth below if the deviations, when considered objectively, taking into account the Supplier's business and its know-how and order book, can be reasonably expected of the Supplier technically and logistically. The Supplier shall review the Ordering Party's change request without delay and notify the Ordering Party immediately in writing of its effect on the contract framework. This notification duty shall include a declaration as to whether the desired changes are at all feasible technically and/or logistically and expedient and a declaration concerning the effects of the change requests on the contract framework agreed up to that time such as the concept, periods, deadlines, acceptance modalities and remuneration in the form of a quotation. The Ordering Party shall then give the Supplier a decision immediately on the implementation of the changes.

在合同订立后，如订购方对供应商的业务情况及订单上的专有技术客观地考量后合理的预见供应商的技术和运筹与约定存在偏差的，订购方应当有权按照下述规定要求改变服务的交付项目和/或对象。供应商应毫不延迟地审查订购方的变更请求并立即以书面形式通知订购方其在合同框架下的效力。该通知义务应包含对于被要求的变更说明其在技术及运筹上是否可行，以及对该等变更对于合同框架影响的声明。上述影响包括理念，期间，期限，验收方式报酬的报价形式。订购方收到上述声明后应当立即通知供应商关于是否执行变更事项的最终决定。

- 4.2 In the case of a positive decision and agreement on the changes to the contract terms and conditions, the change to the purchase order shall become an integral part of the contract.

当双方决定变更合同条款和条件并达成一致时，采购订单的变更将构成合同不可分割的部分。

- 4.3 Where change requests by the Ordering Party in terms of the object of the order or the implementation of the order are technically and economically insignificant for the Supplier, the Supplier cannot request a change to the contract terms and conditions.

当订购方提出变更订单的客体或订单的履行而这些变更无论在技术上或经济上对于供应商而言都是无关紧要时，供应商不得要求变更合同的条款和条件。

- 4.4 Additional expenses shall only be reimbursed and additional remuneration only paid if the payment was expressly agreed. This shall not affect the precedence of an individual agreement in any form.

仅在双方明确约定时，订购方才需支付额外的费用和额外的报酬。本条款在任何形式下不影响单项协议的优先级。

## 5. Acceptance of works 工作的验收

- 5.1 The Supplier shall deliver the works on the agreed date of delivery according to the agreed requirements. If a delivery date is not agreed, the works shall be accepted after their completion. 供应商应依据约定要求的日期交付工作。如交付日期未明确约定，验收应在工作完成后进行。

- 5.2 Once provided by the Supplier, the works shall be subjected to an acceptance test. After completion of the acceptance test, the Ordering Party shall declare acceptance of the work performance is free of defects. 供应商提交工作后，应当组织验收测试。验收测试完成后，订购方应宣布工作的验收没有缺陷。

- 5.3 Fictitious acceptance is expressly excluded. Acceptance must be given in writing, by email or fax except in the event that the Ordering Party uses the works delivered for the intended purpose outside the agreed test processes and/or test procedures for longer than 14 calendar days. 虚拟的验收应明确被排除。验收结果应通过电子邮件或传真以书面形式作出除非订购方在未进行测试程序时已经就合同目的使用相关交付的工作成果达 14 个日历日的。

## 6. Remuneration 报酬

- 6.1 As remuneration for its services and for the rights granted and/or assigned to the Ordering Party according to section 10 below, the Ordering Party shall pay the Supplier the agreed amount after the services have been provided correctly and within the prescribed time. 订购方应支付下述第 10 条约定的服务及权利转让的报酬，该等报酬应在相应服务在规定时间内正确提供后支付给供应商。

- 6.2 The agreed remuneration shall cover all the services to be provided by the Supplier and other expenses connected therewith unless otherwise agreed. 除非另有约定，合同约定的报酬应当涵盖供应商提供的全部服务和由此产生的费用。

- 6.3 Travel expenses shall only be reimbursed if otherwise agreed in writing. They shall only be reimbursed when duly invoiced and copies of supporting documents are submitted. Exceptions to this shall require the prior written consent of the Ordering Party.

仅在存在书面约定的情况下，差旅费方可报销。报销应提交正式发票和支持文件的复印件。此条款的例外仅在事先得到订购方书面同意的情况下。

## 7. Invoices and payments 发票与付款

- 7.1 Payments shall be made, unless otherwise agreed, after 30 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. 除非有相反约定，付款应在 30 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。

- 7.2 An invoice shall only be deemed duly issued if it states the Ordering Party's purchase order number. 仅在写明订购方采购订单号时，发票视为正式开具。

- 7.3 Payments shall not constitute any acknowledgement by the Ordering Party that the 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。

- 7.4 The Supplier shall be responsible itself 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。

## 8. Default 拖延

- 8.1 The timeliness of the service shall depend on the agreed date of the service. If services are subject to acceptance, therefore the works capable of acceptance being offered to the Ordering Party for the purpose of carrying out acceptance is decisive. 服务的时效取决于约定的服务的约定日期。当服务需要验收时，供应商应将等待验收的工作提供给订购方以备验收。

- 8.2 Where a delay in the services or parts thereof resp. supplementary performance is evident, the Ordering Party must be notified immediately in writing or text form and any remedial measures by the Supplier must be described in detail. 当服务或补充履行发生明显迟延时，供应商应当立即以书面方式通知订购方且须对采取的任何补救措施进行详细的描述。

## 9. Non-performance or defective performance/defects/limitation period 不履行或瑕疵履行/缺陷/期限

- 9.1 In the event of non-performance or defective performance and/or a defective service ("defect"), the Supplier shall, at the Ordering Party's option, at its own expense within a reasonable period either remedy the defect or provide its services again free of defects. If the Supplier fails to remedy the defect within a reasonable additional period or fails to provide the services again free of defects, the Ordering Party can rescind the contract or reduce the remuneration appropriately or remedy the defect or have it remedied at the Supplier's expense and request damages instead of performance.

发生不履行或瑕疵履行的情况时，供应商应根据订购方的选择在合理期限内自行承担费用弥补缺陷或重新提供无缺陷的服务。如供应商未能在合理的补充时间内弥补缺陷或重新提供无缺陷的服务的，订购方有权解除合同或适当减少合同价款或自行弥补缺陷但费用由供应商承担并向供应商主张损失。

- 9.2 The Ordering Party reserves the right to assert other statutory warranty claims and other damage claims.

订购方保留主张其他法定质保索赔和其他损害赔偿的权利。

- 9.3 In the case of works claims against the Supplier based on defects shall become statute-barred 36 months as of acceptance.

对于工作缺陷的损害赔偿主张的时效应为 36 个月，自验收之日起算。

- 9.4 Warranty claims and other damage claims by the Operating Party shall in addition be determined by statutory provisions.

订购方主张质保索赔和其他损害赔偿的权利应由其他条款补充规定。

**10. Work results, inventions, property rights and copyrights**  
**工作成果, 发明, 财产权和著作权**

**10.1** The Supplier warrants that the services provided under the contract are free of third-party rights. The Supplier shall indemnify the Ordering Party in particular against third-party claims for infringement of rights.

供应商保证其提供的服务均不涉及第三方权利。供应商应就第三方对于侵权的索赔向订购方进行相应赔偿。

**10.2** The Supplier shall deliver all work results to be provided according to the order to the Ordering Party.

供应商应当将订单项下的工作成果交付给订购方。

**10.3** "Work results" are all results and findings including protectable results which are realised when the Supplier and/or a third party commissioned by the Supplier provides the ordered services, in particular the works, intermediate and/or by-product results, objects, concepts, graphics, sketches, reports, documents, software and their source code to be created.

"工作成果"是订购方委托供应商及/或第三方提供服务的所有的结果和发现,包括保护的结果,特别是作品,中间和/或副产品结果,对象,概念,图形,草图,报告,文档,软件和它们的源代码。

**10.4** The Supplier undertakes to give notification of these work results in the form requested by the Ordering Party in writing or text form immediately after their creation. The work results shall become the property of the Ordering Party, if possible, upon their creation and in their respective processing condition. The Supplier shall hold the work results in safe custody on behalf of the Ordering Party until their delivery.

供应商承诺当工作成果创立后立即按照订购方要求的书面或文本形式通知订购方。如有可能根据创作和处理的条件工作结果应成为订购方的财产。供应商应当代表订购方安全保存工作成果直至交付。

**10.5** The Ordering Party shall also be entitled to the irrevocable, exclusive right, which can be transferred and sub-licensed, without restriction in time, space and content, to use the work results itself or have them used in any way by third parties, to reproduce, modify and also to publish or exploit them in a form processed by it. If it is impossible by law to grant title to them, the Supplier shall ensure that the Ordering Party is granted a right of use in writing to the extent prescribed.

订购方有权排他地使用工作成果或转让和授权给第三方以任何方式使用该工作成果,包括重做,修改或出版、发表等处理方式。上述权利不受时间、空间和内容限制。如在法律上无法获得所有权,供应商应书面保证订购方有权在规定的程度内使用工作成果。

**10.6** All rights to the work results granted and assigned by the Supplier to the Ordering Party within the scope of this contract and rights resulting therefrom, including property rights which may be based on these rights, shall be covered by the remuneration due under the contract. The Supplier shall ensure, unless otherwise agreed in an individual case, that the author waives its right to be named within the scope of the work results realised.

合同项下的报酬应涵盖供应商向订购方交付合同项下的工作成果的全部权利包括基于这些权利产生的知识产权。除非另有约定外,供应商应保证作者放弃工作成果的署名权。

**10.7** The Supplier shall not assert any rights arising from the laws of intellectual properties against the Ordering Party. The Supplier shall also ensure this with respect to its employees and third parties commissioned by it.

供应商不得就知识产权对订购方主张任何产生的权利。供应商的上述保证应及其雇员和委托第三方。

**11. Open Source Software**  
**开源软件**

**11.1** 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。

**11.2** "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。

**11.3** 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。

**12. Business liability insurance**  
**商业责任险**

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

供应商承诺在合同关系存续期间, 购买合适的商业责任险, 且至少持续至合同终止后 5 年。

**13. Documents, provision of objects, material**  
**文件, 对象的提供, 材料**

**13.1** Documents and/or objects provided shall remain the property of the Ordering Party and shall be stored separately free of charge, must be marked and managed as the Ordering Party's property. The supply or provision of information shall not constitute any transfer of intellectual property. Its use shall only be admissible for orders of the Ordering Party. In the event of a negligent reduction in value or loss, the Supplier shall provide compensation.

订购方提供的文件和/或对象应为订购方的财产, 且应被免费单独予以保存, 保存及管理时需注明订购方财产。信息的提供不构成任何形式的知识产权的转让也仅能用于执行订购方的订单。如因疏忽发生价值的损失和减少, 供应商应当作出赔偿。

**13.2** If the Ordering Party supplies the Supplier with material or parts free of charge or subject to a charge, the Ordering Party shall retain title to them (goods subject to retention of title). Processing or conversion shall be performed by the Supplier on behalf of the Ordering Party. If goods subject to retention of title are processed with other goods that do not belong to the Ordering Party, the Ordering Party shall acquire co-ownership in the new article in the ratio of the gross value of its supplied article (purchase price plus VAT) to the other processed objects at the time of processing. Section 13.1 shall apply accordingly.

如订购方向供应商免费提供材料和部件或收取一定费用, 订购方保留材料和部件的所有权 (货物所有权的保留)。处理或转换工作应当由供应商代表订购方完成。如果受保留所有权的货物与不属于订购方其他货物共同处理的, 订购方应当就其提供材料和部件的价值比例取得新的产品的共同所有权 (采购价格加增值税)。第 13.1 节亦据此适用。

**14. Nondisclosure, return of documents**  
**保密, 文件的归还**

**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 within the meaning of Chinese Company Law 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（如无要求至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发表附有以订购方为受益人的违约金条款的终止声明。

- 14.3 The Supplier shall place a written obligation corresponding to this section 14 upon third parties that it commissions to provide the services in compliance with section 3.4, and shall provide the Ordering Party with proof at its request.

供应商应当向第三方设置一项与本合同第 14 条相应的书面义务承诺其在提供服务时应遵守第 3.4 条，并在订购方提出要求时提供相应证据。

#### 15. Data protection, information security 数据保护，信息安全

- 15.1 The Supplier shall take appropriate data protection measures and measures to protect its IT systems against programs with malicious functions (viruses, worms, Trojans) and the access of unauthorised third parties in order to protect information received from the Ordering Party and to protect appropriately the results created for the Ordering Party against loss, modification, transfer or access by unauthorised third parties.

供应商应采取适当的数据保护措施保护其信息技术系统免受恶意功能的攻击（病毒，蠕虫，木马）和未经授权的第三方进入系统，以保护从订购方接收到的信息，并防止其为订购方创造的结果遭受损失，变更，转让或被未经授权第三方访问。

- 15.2 If the Supplier has access to personal data when providing the service, the Supplier shall comply with statutory provisions on data protection and allow the Ordering Party to inform itself about compliance with such provisions. The Supplier shall in particular conclude the agreements with the Ordering Party legally required under data protection law. The Supplier shall oblige its employees and freelance employees in writing according to relevant data protection laws.

如果提供服务时，供应商有权访问个人数据，供应商应遵守有关数据保护的法律规定，并允许订购方通知其遵守这样的规定。供应商和订购方应特别订立的数据保护法律规定的协议。供应商应根据相关的数据保护法律书面责成其员工和兼职员工遵守规定。

- 15.3 The Supplier shall place a written obligation corresponding to this section 15 upon third parties that it commissions to provide the services in compliance with section 3.4.

供应商应当向第三方设置一项与本合同第 15 条相应的书面义务承诺其在提供服务时应遵守第 3.4 条。

- 15.4 If the Ordering Party is BSH Hausgeräte GmbH and if it operates as commissioned data processor for group companies e.g. within the scope of providing IT applications for subsidiaries, the following shall apply: If, according to the Individual Contract, the Supplier also processes data, for which the respective group company is responsible, the Supplier shall be sub-supplier in relation to the group company. The group company shall as a rule exercise any authority it has to instruct and rights of control with respect to the Supplier by instruction to the Ordering Party. Should the group company approach the Supplier directly in relation to information, controls, instructions, the Supplier shall forward this request immediately to the Ordering Party.

如果订购方是 BSH Hausgeräte GmbH 且为集团公司委托数据处理，包括申请子公司 IT 服务的范围内，应适用以下规定：如果根据独立合同，供应商也处理数据，则各自集团公司负责，供应商相对于集团公司应为分包商。集团公司应通过向订购方作出指令的方式向供应商进行授权或监控。如果集团公司直接与供应商就有关的信息，控制，指导进行接触，供应商应立即转发该请求给订购方。

#### 16. Corporate social responsibility 企业社会责任

- 16.1 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 of 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.

该供应商承诺遵守其相应适用的法律系统，不容忍任何形式的贪污贿赂，尊重员工的基本权利，遵守禁止童工和强迫劳动的法律。供应商应进一步承担雇员在工作场所的健康和安全责任，提供公平的薪酬和工作时间，符合环境立法并以最大努力促使自己的供应商遵守该等原则的要求。

#### 17. Assignment

##### 转让

- 17.1 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。

#### 18. Place of jurisdiction, applicable law

##### 管辖地区，适用法律

- 18.1 If the Supplier is a general merchant, any disputes arising hereunder shall be subject to the exclusive jurisdiction of the courts of where the Ordering Party located.

如果供应商为普通商业主体的，本合同项下的任何纠纷应排他的提交至订购方所在地有管辖权的法院。

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

合同关系排他地适用中华人民共和国法律。