

General Terms and Conditions for Purchase and Deliveries 採購與交付通用條款

BSH Home Appliances Limited and the supplier of the items described herein shall be referred to as Ordering Party and the Supplier respectively. 博西華家用電器有限公司及此處所述物品的供應商分別稱為訂購方和供應商。

1. General/Form of legally binding declarations

通用/具有法律約束力的聲明

- 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.

本通用條款（以下稱“通用條款”）專用於從事商業或獨立專業活動的提供服務的自然人和法人主體。

- 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.

供應商不同的條款和條件僅在且僅限於訂購方書面明確表示確認的範圍內適用。訂購方就該等不同條款和條件的緘默不構成對其的特別確認或同意，本約定同樣適用於未來的合同。

- 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.

在供應商提及其通用條款的有效性後，該等通用條款應替代供應商的任何條款的適用，尤其是供應商的通用條款，以及那些規定“採購訂單或提議視為對通用條款的無條件的認可”的條款，或者訂購方的訂單或提議，除非訂購方已經明確放棄該等通用條款的有效性。一旦接受訂單確認，供應商清楚地確認其已放棄源於其通用條款或供應商其他條件的合法異議。訂購方在合同關係範圍內具有法律約束力的聲明僅在書面形式下有效，除非根據本通用條款文字形式已足夠。本約定不影響任何形式的單項協議的優先效力。

2. Purchase orders

採購訂單

- 2.1** Purchase orders in the form of signed quotation, contract or purchase order 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 shall be valid without signature.

以簽署的報價單，合同或採購訂單的形式採購訂單，及其修正/修改僅在書面有效。通過遠程數據傳輸和電子數據處理打印輸出而傳遞的採購訂單和提議，沒有簽名仍屬有效。

- 2.2** If the Supplier fails to accept the purchase order within 5 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 3 calendar days, if the Ordering Party has expressly indicated this legal consequence in the purchase order/call-up.

如供應商未能在收到採購訂單後 5 個日曆日內接受，訂購方可撤回訂單。如果訂購方在採購訂單或提議中明確指出了該法律後果，那麼當供應商未能在 3 個日曆日內以書面或文字形式提出反對，視為供應商已接受採購訂單。

3. Change of delivery item and object of performance

交付物和對象性能的變更

The Ordering Party shall have the right at any time to request changes to the purchase order resp. delivery item and object of performance and the associated services which can be reasonably expected of the Supplier. The Supplier shall carefully examine the Ordering Party's change request immediately and notify the Ordering Party of the effects of the changes on the structure of the contract (such as deadlines, scheduling, acceptance terms and remuneration) and shall submit a quotation for the change immediately to the Ordering Party at prices in line with prevailing market rates. The Ordering Party shall examine the Supplier's quotation for the change. Only when the Ordering Party notifies the Supplier of its acceptance of its quotation for the change in writing shall the change take effect. 訂購方有權隨時要求更改採購訂單，即交付物和履行標的以及符合供應商合理預期的相關服務。供應商應立即仔細檢查訂購方的更改要求，並通知訂購方更改對合同結構的影響（如截止日期，時間安排，接受條款和報酬），並立即向訂購方就更改提交符合市場水平的報價單。僅在訂購方書面通知供應商接受其更改的報價單時，更改才生效。

4. Delivery/Passing of risk/Packaging material

交付，風險轉移，包裝材料

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

除非另有約定，供應商的服務應視為向約定的收貨人未完稅交貨（2010 年國際貿易術語解釋通則中的目的地交貨），包括包裝。供應商應同意訂購方的運輸方式。供應商應負責在交貨地卸貨並運入交貨地點。

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

根據約定的 2010 年國際貿易術語解釋通則目的地交換，交付物的風險在交付時轉移。儘管如此，需要接收的交付物，包括交付物的裝配或安裝及其他服務，風險自接收後轉移。如因訂購方過失導致接收遲延，該等交付物接收準備就緒之日應具有決定意義。

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

供應商應在交付時向訂購方提供所有交付物安全運行所必須的和/或在各自說明書中列舉的所有文件（一份英文版，一份訂購方擬使用交付物所在國家的當地語言版）。

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

交付物的時效性應對約定接收方的接收具有決定意義。交付物（包括裝配或安裝）以及需要接收的服務的時效性應對其接收具有決定意義。如因訂購方過失導致接收遲延，該等服務接收準備就緒之日應具有決定意義。

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

如果交付或服務的遲延是可以預見的或交付或服務的質量不符合合同約定，供應商應立即以書面方式或文字形式通知訂購方並取得其決定。如交付和/或服務的遲延並非供應商責任，本約定仍適用。對遲延交付或服務的接收並不視為對損壞索賠的放棄。

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

如在訂購方營業範圍內技術和物流上可行，訂購方應處置包裝材料並向供應商收取相應費用。否則，應由供應商自費定期從訂購方處收集包裝並恰當處置。

5. Invoices and payments

發票和付款

- 5.1** Payments shall be made, unless otherwise agreed, after 30 calendar days net without deduction of cash discount. The term of payment shall begin as soon as the delivery or service is provided in full (and, in the case of works, was accepted by the Ordering Party) and the duly issued invoice has been received by the Ordering Party. An invoice shall only be deemed duly issued if it states the Ordering Party's purchase order number or quotation or contract reference number.

除非另有約定，付款應在 30 個日曆日後按無現金折扣的淨值支付。付款期限因自交付或服務完全履行後（工程結構在訂購方接收後）且訂購方收到正式開具的發票後起算。發票只有在寫明訂購方採購訂單編號或報價單或合同參考編號時才被視為已正式簽發。

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

付款並不構成訂購方對交付或服務符合合同約定的確認。

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

供應商本身應對訂購方支付的所有款項的正確稅款負責。

6. Warranty

保養

- 6.1** Unless otherwise agreed, the warranty period of 12 months or the longer warranty period as specified in the quotation or contract shall commence upon the passing of risk in the case of purchase contracts and the acceptance of the service in the case of contracts for works or deliveries with assembly and/or installation.

除非另有約定，產品組件的保養期為 12 個月或根據報價或合同中更長的保養期，自採購合同中風險轉移時起；工程合約或裝配和/或安裝交付物的合同中自接收服務時起。

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

如材料有缺陷和瑕疵，供應商應對保養期負責，訂購方有權選擇要求更換，瑕疵補救或合理的降低價格和損壞賠償以替代履行。

- 6.3** In urgent cases, the Ordering Party shall have the right to remedy the defects determined itself at the Supplier's expense without fixing a deadline.

在緊急情況下，訂購方應有權自行決定補救瑕疵，並由供應商支付費用，不設截止日期。

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

退回有缺陷的交付物之成本和風險應由供應商承擔。

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

如有後續的履行，供應商保證承擔所有後續履行所需費用，尤其是但不限於運輸費用，差旅費用，人工費用，材料費用及搬遷和後續重新安裝的費用。

- 6.6** The deliveries must be made in compliance with the applicable laws and regulations and the stipulations of the Agreement. Furthermore, hazardous substances must be specified to the Ordering Party.

交付必須符合適用的法律，法規和協議規定的要求。此外，危險物質必須向訂購方列明。

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

供應商進一步保證，交付物符合交付物相關法律規定的基本要求和評估程序。

7. Incoming goods inspection

進場貨物檢驗

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

訂購方應在收到交付物後立即對其是否符合訂購的數量和型號以及是否有明顯的運輸損耗或瑕疵進行檢驗。明顯的瑕疵必須在收到交付物或服務後 2 週內通知供應商，潛在瑕疵應在發現後立即通知供應商。

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

如果交付物的瑕疵導致在瑕疵、質量或與約定特性的誤差方面需要比慣例更高水平的進場貨物控制，則費用應由供應商承擔。

8. Property rights

財產權利

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

供應商保證，交付物上不存在第三方權利。供應商應賠償訂購方針對侵犯財產權的第三方索賠。

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

如訂購方或其客戶因侵犯財產權被禁止生產和/或交貨，供應商應向訂購方賠償所造成的損害，並且在訂購方的選擇下，應從該財產權利人獲得許可或收回交付的貨物。

9. Open Source Software

開源軟件

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

供應商承諾其服務僅包括免費和開源軟件，其使用先前已由訂購方以書面形式發布。

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

“免費開源軟件”(“FOSS”)是由所有權人免費向任何用戶提供的，允許其加工和/或在許可或其他契約性協議的基礎上傳播的免版稅軟件。

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

如果供應商使用已經發布的 FOSS，供應商有義務（不考慮其遵守許可條款的義務）向訂購方提供所有使用的自由開源軟件組件的清單並指出所使用的許可，提供一份完整許可文本的副本及版權信息和版權聲明，並提供 FOSS 組件相關源代碼。

10. Product liability

產品責任

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

如第三方向訂購方基於產品的瑕疵或供應商的其他行為或疏忽聲稱其侵犯國家或外國產品責任法律進行索賠，供應商應使訂購方免受任何此類索賠的損害和賠償，並應向訂購方賠償訂購方就此產生的任何費用，只要所稱損害來自供應商的責任範圍，領域或供應商本身的組織在外部關係中與第三方索賠人負有責任。供應商應向訂購方賠償訂購方因第三方主張的無理索賠辯護而產生的任何費用，只要所稱損害源自供應商的責任範圍，領域或組織。

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

供應商應向訂購方補償任何和所有訂購方產生的，為防止潛在損失而合理採取的召回或其他產品安全措施（如：警告，替換，產品修改或改進）所產生的費用，但限於該等潛在損失系源於供應商的責任，領域或組織的範圍。訂購方將（在可能且合理的程度內）通知供應商任何該等召回行動或其他安全措施的型號和範圍，並給予供應商發表意見的機會。訂購方將來的索賠應不受影響。

11. Business liability insurance and product liability insurance

商業責任險與產品責任險

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

供應商承諾在合同關係存續期間，購買適當的商業責任保險和產品責任保險，且至少持續至合同終止後 5 年。

12. Tools, moulds, samples etc.

工具，模具，樣品等

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

訂購方提供的工具、模具、樣品、模型、外觀、圖樣、測試規範、標準規格表、照相底圖、標準尺寸以及據此生產出的物件，未經訂購方書面同意，不得向第三方傳播，也不得用於合同目的之外的其他目的，應保護其不受未經授權的檢驗和使用。訂購方有權進一步要求其交還，尤其當供應商違反該等義務時。

13. Non-disclosure, return of documents

保密，退回文件

13.1 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.

只要未合法進入公共領域，供應商應就合同的締結和結果，交易往來以及其為訂購方提供服務而取得和與訂購方相關的專門技術和經驗或其他信息（以下稱“信息”）對未經授權的第三方保密，除非存在披露的法律或行政責任或者在個案中訂購方已書面同意傳遞信息。供應商僅可將該等信息用於提供服務所必須的目的。此保密義務應在合同關係終止後 3 年內存續。

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

供應商承諾，將訂購方或其關聯公司的所有財產安全保管，尤其是鑰匙，文件，電子存儲的數據和其他與訂購方或其關聯公司商業運營相關的文件，使其不落入未經授權的第三方手中。所有文件必須在任何時候一經要求就交付至訂購方，最遲在合同關係結束時交付至訂購方或銷毀所有文件。在訂購方向供應商傳輸數據的情形下，訂購方有權要求供應商發表附有以訂購方為受益人的違約金條款的終止聲明。

14. Foreign trade

對外貿易

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

供應商應根據適用於合同關係的相關出口和海關規定，向訂購方書面通知任何與（再）出口產品有關的許可要求，以及產品產地國的出口和海關規定。為此目的，供應商應向訂購方提供所有必要的信息。尤其包括但不限於（如適用）：（1）所有相關的出口商品目錄號碼；（2）美國商業管制清單中的出口控制分類編號（如果產品在美國出口控制管理規定的範圍內）；（3）根據現行外貿統計資料的商品分類的關稅號碼和海關商品編碼；（4）每個產品的原產地（非優惠性原產地）聲明；（5）（如訂購方要求）供應商就來自歐盟的物資的非優惠性原產地聲明；（6）（如訂購方要求）非歐盟物資的優惠原產地證書。經訂購方要求，供應商應（在涉及的相關產品交付之前）以書面形式提供所有其他與根據合同擬交付產品及其組件相關的外貿數據並在上述數據發生任何改變時立即向訂購方書面通知。

15. Corporate social responsibility

企業社會責任

The Supplier undertakes to comply with the laws of the respectively applicable legal system(s), not to tolerate any form of corruption and bribery, to respect the fundamental rights of its employees and the prohibition on child and forced labour. The Supplier shall furthermore assume responsibility for the health and safety of its employees at the workplace, provide for fair pay and working hours, comply with environmental legislation and use its best efforts to promote and demand compliance with such principles from its own suppliers. 供應商保證遵守其相應適用法律體系的法律，不容忍任何形式的貪污和賄賂，尊重僱員的基本權利，禁止童工和強迫勞動。供應商應進一步承擔僱員在工作場所的健康和安全責任，提供公平的薪酬及工作時間，符合環境立法，盡最大努力促使並要求其自己的供應商遵守該等原則的要求。

16. Force majeure

不可抗力

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

如發生不可抗力，非因訂購方過錯的運行中斷，動亂及其他不可避免的事件，且該等事件持續時間並非無足輕重（如，持續超過 4 週）

並導致訂購方需求大幅度削減，則應賦予訂購方（不考慮其他權利）全部或部分解除合同的權利，訂購方應立即向供應商通知此妨礙。

17. Assignment

權利轉讓

The Supplier shall have the right to assign the claims and other rights only with the prior written consent of the Ordering Party. 供應商僅在訂購方事先書面同意時有權轉讓其請求權和其他權利。

18. Place of jurisdiction, applicable law

管轄地和適用法律

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

任何由此產生的爭議應完全由訂購方所在地的主管法院解決。

18.2 The contractual relationship is governed exclusively by the law of Hong Kong.

合約關係完全受香港法律管轄。

19. In the event of any discrepancy between English and Chinese versions, the English version prevails.

如果中英文版本存在任何差異，以英文版本為準。