

Terms and Conditions of Purchase of Endress+Hauser Flowtec (China) Co., Ltd. 恩德斯豪斯流量仪表技术（中国）有限公司通用采购条款和条件

Unless other terms or conditions have been agreed upon in writing, solely the following terms and conditions of purchase apply to all present and future orders. The supplier's or contractor's (subsequently jointly referred to as "Supplier") terms and conditions of business apply only to the extent to which we have agreed to them in writing.

除非有其他条款或条件的书面约定，否则以下采购条款和条件仅适用于目前和未来的所有订单。供应商或合作方（以下统称“供应商”）的销售条款和条件仅在我们书面同意的情况下适用。

1. Placing and Acceptance of Orders

1. 下达和接受订单

1.1 Only written orders and agreements are binding. In particular, our employees are required to confirm oral supplementary agreements or commitments that go beyond the contents of the written contract or change these terms and conditions of purchase to our disadvantage.

1.1 只有书面订单和协议才有约束力。特别是，当我们的员工被要求确认超出书面合同内容的口头补充协议或承诺，或这些采购条款和条件的改变对我们不利的时候。

1.2 The Supplier must confirm the order in writing without delay.

Should we have no order confirmation within 14 days after the order date, we may cancel the order without the Supplier deriving claims from the cancellation.

1.2 供应商必须立即以书面形式确认订单。

如果我们在订单日期后的 14 天内没有收到订单确认，我们可以取消订单，而供应商不得因我们取消订单而向我们索赔。

1. Period of Delivery

2. 交付期限

2.1 The agreed-upon deadlines are binding. Compliance with a delivery date or the delivery period depends on the arrival of the delivery at the delivery address. Should an acceptance procedure be required by law or have been agreed upon, compliance depends upon successful acceptance by a person authorized by us to accept the products. Within the sense of these general terms and conditions, the so-called Factory Acceptance Test (FAT) does not represent such an acceptance.

2.1 商定的最后期限具有约束力。交付日期或交付期限的遵守取决于产品是否送达交付地址。如果法律要求或已就验收程序达成一致，则合规性取决于我方授权的人员是否成功验收产品。在通用条款和条件的意义上，所谓的工厂验收测试 (FAT) 并不代表此类验收。

2.2 As soon as the Supplier realizes that punctual fulfillment of his delivery and/or service obligation (subsequently jointly referred to as "Delivery") is wholly or partially impossible, he must notify us thereof in writing without delay and give the reasons for and the anticipated length of the delay.

2.2 一旦供应商意识到其交付或服务的实际履行情况（以下统称“交付”）完全或部分不可能，供应商必须立即以书面形式通知我们，并说明延期的原因和预期的时间。

2.3 Partial deliveries are allowed only when we agree to them in writing.

2.3 只有在我们书面同意的情况下，才允许分批交付。

2.4 Should delivery be delayed and should the delay be attributable to the Supplier, we may charge a contractual penalty of 0.5% of the agreed-upon total price of the delivery for every full week of delay. This contractual penalty is limited to a maximum amount of 5% of the agreed-upon total price of the delivery. This contractual penalty may be claimed until the final payment has been made. Further statutory rights are not affected. The Supplier may prove that damages are less than the contractual penalty.

2.4 如果延期交付，且延期是由供应商造成的，我们可以每延期一周收取约定交货总价 0.5% 的合同违约金。该合同违约金最高不得超过约定交货总价的 5%。合同违约金可以在最后一次付款之前提出。其它法定权利不受影响。供应商可以证明损失小于合同违约金。

3. Delivery / Acceptance

3. 交付/验收

3.1 When delivered, the products of every order must be separately packaged.

3.1 在交付时，每个订单的产品都必须单独包装。

3.2 Every delivery must be accompanied by bills of delivery containing our purchase order number, our stock number, the packaging type, as well as the amount and the weight of the shipment. In case one delivery consists of several packages, the Supplier must indicate in the bill of

delivery with regard to every product in which package it is packed.

3.2 每次交付都必须附有送货单，其中包括我们的采购订单号、我们的库存号、包装类型以及产品的数量和重量。如果一次交付包括多个包装，供应商必须在交货单上注明其包装的每种产品。

3.3 Unless otherwise agreed, after delivery, the invoice must be sent by letter to our address. The invoice may not accompany the shipments.

3.3 除非另有约定，在交货后，发票必须单独邮寄给我们，不可随货。

3.4 We may specify the shipment mode as well as the carrier. Otherwise, the Supplier must choose the mode of transportation most advantageous for us.

3.4 我们可以指定运输方式和承运人。否则，供应商必须选择对我们最有利的运输方式。

3.5 The Supplier has not completely fulfilled his delivery obligations until the proper delivery and shipping papers have arrived. Until we receive these documents, we may store the products at the Supplier's expense and risk. The delivery and shipping papers shall be also sent to us if the delivery address is the domicile of a third person (e. g., the domicile of our customer or another supplier).

3.5 在适当的交付和运输文件收到之前，供应商并没有完全履行其交付义务。在我们收到这些文件之前，我们可以储存产品，费用和 risk 由供应商承担。如果交付地址是第三方（例如，我们的客户或其他供应商），则交付和运输文件也应发送给我们。

4. PRICING AND PAYMENT

4. 价格和付款

4.1 The agreed-upon prices are fixed prices, include packaging, and are DDP to the delivery address (Incoterms® 2010).

4.1 商定的价格是固定价格，包括包装，并且是到交付地址的 DDP 价格 (Incoterms® 2010)。

4.2 The payment period starts after the products and invoices have been received completely and according to the contract, and after receipt of the documents specified in Section 3, but not before the agreed-upon delivery date.

4.2 付款期从完全按照合同规定收到产品和发票，并收到第 3 条规定的文件后开始，但不得早于商定的交付日期。

4.3 Payments are made with reservation of all rights concerning possibly defects. Should the delivered products be defective, we are entitled

to the statutory rights concerning withholding and offsetting payment. Payment does not mean we admit fulfillment or waive warranty or compensation for damages. The same reservation applies to a receipt of delivery from our receiving department.

4.3 付款时保留产品可能存在缺陷的所有权利。如果交付的产品有缺陷，我们有权获得扣留和抵消付款的法定权利。付款并不意味着我们放弃担保或索赔。同样也适用于我们收货部门的收货。

5. PACKAGING

5. 包装

5.1 The products to be delivered are to be packaged as is customary in the trade, or, at our request, with special packaging according to our instructions.

5.1 交付的产品应按照行业惯例进行包装，或者根据我们的要求，按照我们的说明进行特殊包装。

5.2 We may return the packaging to the point of departure at the Supplier's expense.

5.2 我们可以将包装退回到发货地，费用由供应商承担。

6. Assumption of Risk

6. 风险承担

We assume risk according to DDP at the delivery address (Incoterms® 2010). This condition also applies when we, by way of an exception, use our own transportation service provider. Should an acceptance procedure have been agreed upon or be required by law, we assume risk upon the successful acceptance of the products by a person we have authorized to do so.

我们根据 DDP (交付地址) (Incoterms® 2010) 条款来承担风险。这一条件也适用于我们在例外情况下使用自己的运输公司。如果双方已经商定验收程序或验收程序需按法律要求来执行，我们将承担经我们授权的人员成功验收产品的风险。

7. Liability for Defects

7. 缺陷责任

7.1 The period of limitations for claims due to defects is 36 months. The statutory period of limitations applies to buildings and building materials. The period of limitations begins with delivery or if – an acceptance procedure has been agreed upon or is required by law – upon final acceptance.

7.1 缺陷索赔的时效期限为 36 个月。法定诉讼时效适用于建筑物和建筑材料。诉讼时效从交付时开始，或者如果已经商定了验收程序或法律要求，诉讼时效从最终验收时开始。

7.2 The Supplier warrants that the products are free of defects of title and of material defects at assumption of risk and conform to the accepted state of the art, the relevant laws, safety and accident prevention regulations, as well as to the accepted and technical quality assurance standards (e.g., ISO, DIN, GB, VDE, VDI, TÜV, explosion danger guidelines of the appropriate professional organization). Should there be differences between these standards, the version valid in the People's Republic of China is authoritative.

7.2 供应商保证产品不存在所有权缺陷和承担风险的材料缺陷，并符合公认的技术水平、相关法律、安全和事故预防法规，以及公认的技术质量保证标准（例如，ISO、DIN、GB、VDE、VDI、TÜV、相应专业组织的爆炸危险指南）。如果这些标准之间存在差异，则以在中华人民共和国有效的版本为准。

7.3 The Supplier must perform a full outgoing goods inspection. Should the Supplier manufacture the products himself, he must also carry out inspections during production. Our incoming goods inspection is limited to inspection for obvious defects, for externally visible transportation and packaging damage, as well as for identity or quantity based on the comparison of the Supplier's shipping documents and the information in our order. There is no obligation to further examine the products. We will report defects discovered during this inspection to the Supplier without undue delay. In this respect, the Supplier waives objections based upon the delayed notification of defects.

7.3 供应商必须进行全面的货物出货检验。如果供应商自己制造产品，还必须在生产过程中进行检查。我们的进货检验仅限于检查明显的缺陷、外部可见的运输和包装损坏，以及根据供应商的运输文件和我们订单中的信息进行对比或数量检验。我们没有义务进一步检查产品。我们将及时向供应商报告检查中发现的缺陷。供应商不可因我们延迟通知缺陷而提出异议。

7.4 Should there be defects, we may choose between demanding rectification of defects or delivery of replacement goods.

After a reasonable additional extension period has expired without results, or, should, because there is particular urgency, it no longer be possible to set an additional extension period, we may, after notifying the Supplier, ourselves undertake to remedy the defect, to have the defect remedied by a third party, or to obtain replacement goods elsewhere. Unless the Supplier is not responsible for the defect, he must bear the resulting costs.

7.4 如果存在缺陷，我们可以选择要求修复缺陷或交付替换货物。

在合理的额外延长期过后没有结果，或者由于情况特别紧急，无法再设定额外延长期，我们可以在通知供应商后，自行或由第三方修复缺陷，或从其他地方获得替代货物。除非供应商不对缺陷负责，否则其必须承担由此产生的费用。

7.5 The Supplier must bear all expenses caused by remedy at or delivery of replacement goods to the place at which the products are in use. At the Supplier's request, we will inform the Supplier of the place at which the products are in use.

7.5 供应商必须承担因在产品使用地进行修复或向产品使用地交付替换货物而产生的所有费用。应供应商的要求，我们将告知供应商产品的使用地点。

7.6 Should the Supplier repair the delivered products or replace them either partially or wholly, the period of limitations according to Subsection 8.1 with respect to this defect begins anew.

7.6 如果供应商对所交付的产品进行维修或部分、全部更换，则根据第 8.1 条的规定，与该缺陷有关的时效期限重新开始计算。

8. LIABILITY

8. 责任

8.1 Should claims based on product liability be made against us, the Supplier must exempt us from such claims at our first written request if and insofar as the damage has been caused or contributed to by a defect in the products provided by the Supplier. This term does not apply in those cases of fault-dependent liability in which the Supplier is not to blame.

8.1 如果对我们提出基于产品责任的索赔，如果损害是由供应商提供的产品中的缺陷造成的或促成的，供应商必须在我们首次提出书面请求时免除我们的索赔。本条款不适用于供应商不承担过错责任的情况。

8.2 If the cause of the damage lies in the Supplier's area of responsibility, proof that the defect caused the damage is sufficient; otherwise, the Supplier carries the burden of proof.

8.2 如果损害的原因在供应商的责任范围内，则足以证明是缺陷造成损坏；否则，供应商负有举证责任。

8.3 In any case, the Supplier always assumes the costs and expenses, including the costs of possible litigation or recall, corresponding to his proportion of the cause or fault. This condition also applies in cases of discernible or imminent serial defects.

8.3 在任何情况下，供应商始终承担与其原因或故

障相关的成本和费用，包括可能的诉讼或召回费用。这一条件也适用于可识别的或即将出现的系列性缺陷的情况。

8.4 The Supplier must bear damages arising from noncompliance with these terms and conditions, the Supplier is as liable for the negligent or intentional acts of his vicarious agents as he is for his own faults.

8.4 供应商必须承担因不遵守这些条款和条件而造成的损失，供应商对其代理的疏忽或故意行为承担的责任与其自身过错的责任相同。

9. WORK AT OUR OR OUR CUSTOMERS' PREMISES

9. 在我们或我们客户的场所工作

9.1 Should the Supplier's employees or agents work at our or a customer's premises, they must observe the accident prevention regulations and all other safety rules, as well as the applicable plant regulations. They may not begin work without knowledge of these regulations.

9.1 如果供应商的员工或代理在我们或客户的场所工作，他们必须遵守事故预防条例和所有其他安全规则，以及适用的工厂规定。在不了解这些规定的情况下，他们不得开始工作。

9.2 There must be an acceptance procedure with regard to assembly and installation. Acceptance has occurred when our authorized representative has accepted the Supplier's services expressly and in writing as conforming to the contract. We may still assert a claim based on defects at the time of final payment. Should we not fulfill our duty to accept the services, the Supplier must allow us a grace period of at least 3 weeks.

9.2 装配和安装必须有验收程序。当我们的授权代表以书面形式明确接受供应商的服务，认为其符合合同规定时，即为验收。我们仍然可以在最后付款时根据缺陷提出索赔。如果我们没有履行接受服务的义务，供应商必须给予我们至少3周的宽限期。

9.3 The hours worked, as well as the material provided by the Supplier, must be confirmed by us in writing within a reasonable period of time after the work has been done.

9.3 工作时间以及供应商提供的材料，必须在工作完成后的合理时间内由我们书面确认。

10. THIRD-PARTY INDUSTRIAL PROPERTY RIGHTS

10. 第三方工业产权

10.1 The Supplier warrants that no third-party industrial property rights, e.g., patents, utility patents, or other rights; or business or trade secrets, will be violated by the use of the delivered products, even in the country of end use. He must exempt us to this extent from any possible third party claims.

10.1 供应商保证不会因使用所交付的产品而侵犯任何第三方的工业产权，如专利、实用专利或其他权利；即使在最终使用国家/地区，使用交付的产品也不会侵犯商业机密。他必须在此范围内免除我们可能遭受的第三方索赔。

10.2 The supplier is liable for every direct or indirect damages occurring to us due to his violation of such rights.

10.2 供应商对因其侵犯这些权利而给我们造成的所有直接或间接损失负责。

10.3 The Supplier is not liable to the extent that he manufactures the products exclusively according to our drawings and/or models and he did not know or could not have known that the manufacture of these products violated third-party rights.

10.3 如果供应商完全按照我们的图纸或模型制造产品，并且不知道或不可能知道这些产品的制造侵犯了第三方的权利，则供应商不承担责任。

11. MANUFACTURING EQUIPMENT; RIGHTS TO PROTOTYPES, DRAWINGS, AND MODELS

11. 制造设备；对产品类型、图纸和模型的权利

11.1 Tools and other manufacturing equipment made on our behalf and paid for by us become our property as soon as payment is completed. Transfer of possession will be replaced by the Supplier borrowing the item from us. The Supplier must store the items owned by us separately from items not belonging to us. Our ownership of the items must be noted on the items themselves and in the Supplier's account books. After the business association has ended, the manufacturing equipment must be surrendered upon our request. These tools and manufacturing equipment may neither be used by the Supplier for his own purposes nor be made available to third parties.

11.1 代表我们制造并由我们付款的工具和其他制造设备在付款完成后即成为我方财产。所有权的转移将由供应商向我们借用物来代替。供应商必须将属于我们的物品与不属于我们的物品分开存放。我们对物品的所有权必须在物品本身和供应商的账簿中注明。在业务合作结束后，必须根据我们的要求交出制造设备。这些工具和制造设备既不能由供应商用于自身目的，也不能提供给第三方。

11.2 We are solely and exclusively entitled to the results of the services as well as the intellectual property rights deriving from awarding contracts for services of any kind (i. e., research and development contracts). The decision as to whether industrial property rights are to be registered is solely ours. Should copyrights result from a contract, the Supplier grants us temporarily

and geographically unlimited sole usage rights to the work.

11.2 我们对服务成果以及因授予任何种类的服务合同（即研究和开发合同）而产生的知识产权拥有唯一和排他性的权利。是否注册工业产权完全由我们决定。如果版权源于合同，供应商将授予我们在时间和地理上不受限制的独家使用权。

11.3 Items manufactured according to documentation created by us (such as drawings, models, etc.) or according to our confidential information or with our tools or copied tools may neither be used by the Supplier for his own purposes nor offered or delivered to third parties.

11.3 根据我们制作的文件（如图纸、模型等）或根据我们的保密信息、使用我们的工具或复制的工具制造的物品，供应商不得用于自身目的，也不得向第三方提供或交付。

12. CONFIDENTIALITY

12. 保密性

12.1 The Supplier obligates himself to maintain confidentiality with respect to third parties regarding all details of our order (e. g., number of pieces, technical construction details, commercial conditions, etc.), as well as all further information requiring confidentiality he has deliberately or accidentally received from us. The Supplier may include our company in a reference list or use our order for advertising purposes only after obtaining our written permission. 12.1 供应商有义务对第三方就我们订单的所有细节（例如，件数、技术结构细节、商业条款等）以及所有有意或无意从我们这里收到的需要保密的进一步信息进行保密。只有在获得我们的书面许可后，供应商才能将我们的公司列入客户名单或将我们的订单用于广告目的。

12.2 Documents as well as objects of any sort (i. e., prototypes, drawings, manufacturing equipment, models, etc.) that we place at the Supplier's disposal must be returned to us without charge and without having been requested as soon as they are no longer needed to carry out the order. The Supplier may neither use these items for his own purposes nor make them available to third parties.

12.2 我们交由供应商处置的文件以及任何类型的物品（即原型、图纸、制造设备、模型等），一旦不再需要用于执行订单，就必须无偿归还我们。供应商不得将这些物品用于其自身目的，也不得将其提供给第三方。

13. PROVISION OF MATERIALS

13. 提供材料

13.1 Materials we provide remain our property. These materials must be stored properly and separately, and must be clearly marked as our property.

13.1 我们提供的材料仍然是我们的财产。这些材料必须适当地单独存放，并且必须明确标明是我们的财产。

13.2 The Supplier must inform us of all defects which the provided materials have at the time at which they are transferred to him in writing without delay. This information must be sent to the responsible purchasing agent. The Supplier is liable for all other damage to or lost of materials we provide.

13.2 供应商必须将所提供的材料在移交给他时存在的所有缺陷及时以书面形式通知我们。该信息必须发送给负责的采购。供应商对我们提供的材料的所有其他损坏或丢失负责。

13.3 The Supplier must conclude an adequate insurance policy (particularly against fire and water damage as well as against theft) at his own expense.

13.3 供应商必须自费购买一份足够的保险（特别是针对火灾和水灾以及盗窃的保险）。

13.4 The material provided by us may be used only for the designated purpose and is, to the extent it is not necessary for the order, returned to us.

13.4 我们提供的材料只能用于指定的目的，在订单不需要的情况下，要退回给我们。

13.5 After processing of the provided materials, we acquire title to the new goods in the proportion of the value of the provided materials in the item manufactured.

13.5 在对所提供的材料进行加工后，我们按所提供的材料在所制造的产品中的价值比例获得对新货物的所有权。

14. ASSIGNMENT

14. 转让

Rights accruing to the Supplier under this contract may be assigned or pledged only with our prior written consent. This condition does not apply to monetary claims. However, we may perform to the Supplier with the effect of a full discharge.

供应商在本合同项下的权利只有在事先得到我们的书面同意后才可以转让或抵押。这一条件不用于货币索赔。但是，我们可以向供应商履行完全解除合同的义务。

15. PLACE OF PERFORMANCE, PLACE OF

JURISDICTION, AND APPLICABLE LAW

15. 履约地点、司法管辖地和适用法律

15.1 The place of performance for all payments is the place of business of the ordering company. The place of performance for all deliveries is the destination we specify.

15.1 所有付款的履行地是订购公司的营业地。所有交货的履行地是我们指定的目的地。

15.2 The place of jurisdiction is the court that is competent at our place of business. However, we have the right to initiate legal proceedings in the court of competent jurisdiction for the Supplier's place of business.

15.2 司法管辖地是我们营业地的主管法院。然而，我们有权在供应商营业地的主管法院提起法律诉讼。

15.3 China law applies.

15.3 适用中国法律。