

General Conditions of Purchase Contract

采购合同通用条款

General /总则

1 By accepting our order or by supplying the goods ordered, the Supplier is deemed to have accepted the present conditions.

供应商一旦接受我们的订单，或者供给我们所订购的货物，即确认接受了该通用采购条款。

2 Only orders in traceable form (in writing, by Telefax, E-Mail) are binding. Verbal orders or orders by phone as well as changes and additions to our order shall be binding only if confirmed by us in traceable form. Terms at variance with our General Purchase Conditions and additional terms, including reservations regarding price or exchange rates, as well as, in particular, deviating General Conditions of Sale and Delivery of the Supplier shall be valid only if accepted by us in traceable form.

只有以可以追溯格式（书面形式，如传真、电子邮件）发放的采购订单才具有效力。以口头或电话形式对订单进行更改或增加只在我们书面确认以后生效。与本通用采购条款和附加条款有分歧的条款，以及那些与供应商《通用销售和发货条款》相冲突的其他条款特别包括价格或者汇率的约定，只在我们以书面形式确认后生效。

3 The Supplier is kindly asked to immediately (within 5 working days) return his order confirmation and to notify the exact delivery date.

供应商需要在最短时间（五个工作日）内确认我们的订单，并通知确切的交货日期。

4 The assignment of the order in whole to third parties shall require our prior consent in traceable form.

供应商如果要把订单整体外包给第三方，事先必须征得我公司的书面确认。

5 The Supplier shall be liable for all costs incurred by us as a consequence of his failure to observe our instructions or due to faulty or not validly agreed deliveries.

所有因为供应商失误而产生的费用都必须由供应商承担，这些失误包括供应商没有遵守我们的说明、发货不完整、或者没有按照协议发货等。

6 These General Purchase Conditions shall equally apply to future orders.

本通用采购条款同等适用于今后订单。

7 Our employees are forbidden to accept gifts, commissions or other compensations of whatever kind.

我们的员工禁止接受礼物、佣金或者其他任何形式的补偿。

Prices and Transport Costs / 价格和运输成本

8 Unless otherwise agreed, the prices are considered firm.

除非另有约定，该处拟定的价格确认有效。

9 In case of orders showing no price or an indicative price only we reserve the right to approve the price following the receipt of the order confirmation.

如果采购订单中没有标明价格，或者只有指导性价格，我们保留按照所收到的确认单确定价格的权利。

10 Unless otherwise agreed, all expenses for packing, transport, customs, weighing, measuring as well as all other transport costs shall be for Supplier's account.

除非另有约定，供应商应承担所有含包装、运输、报关、计重、测量以及其他的运输费用。

Invoice and Payment / 发票和付款

11 Invoices are to be submitted immediately following dispatch of the goods to the address indicated in the order.

发货后，供应商需要把发票立即送到订单指定的地址。

12 The Supplier may not claim payments being contingent on the fulfilment of his obligations, prior to the fulfilment of such obligations, unless the non-performance shall be caused by our acts or omissions.

除非由于我们的行为或疏忽所至，否则供应商不应在履行其职责的过程中或开始履行其职责之前敦促付款。

Delivery / 发运

13 Deliveries arriving without the required transport documents shall be stored at Suppliers expense and risk until such documents are properly supplied.

对于没有提供相关运输单据的到货，在我公司收到所有必要单据之前所发生的所有费用和 risk 均由供应商承担。

14 Part shipments and advance deliveries require our prior consent.

分批发货或者提前发货必须征求我公司的事先同意。

15 Deliveries by messengers are only be deemed effected if evidenced by delivery notes properly countersigned by us. Deliveries are to be made to the respective departments of our works.

通过物流公司的发货只有当我公司在交货单上正式签字后才被认定有效，同时物流公司该将货物直接发给我公司相关部门。

16 The time of delivery shall be of essence. The time of delivery is met, when the goods have arrived at our works. Foreseeable delays hindering the timely delivery in whole or in part shall be notified immediately specifying the reasons for and the estimated duration of the delay. Such notice shall without prejudice to our remedies at law (e.g. partial or total termination or rescission of the order).

交货期非常重要，且交货期指货物到达我公司的时间。供应商一旦预见到可能发生整体或部分延期交货的情况必须立即通知我们并阐明原因和延迟时间。该通知将不影响我方的法律补救措施（如部分或者整体终止或废除订单）。

17 In case of the delay, the Supplier shall not be excused by missing documents, hardware or components to be supplied by us unless he has timely requested their supply. In such case, the parties shall mutually agree on a reasonable extension of the delivery period.

供应商不能以需方没能提供全部文件、部件或零件为由延期交货，除非供应商曾及时向需方提出过要求；如供应商确实及时向需方提出上述要求，双方应共同协商延迟交货的期限。

18 The risk in the goods ordered shall pass on us upon their arrival at the place of fulfilment, or, if an acceptance test is agreed, upon successful completion of said test.

所购货物的风险在货物到达指定交货地点后；如果双方有约定的验收检验，检验通过后，风险才转移到我公司。

Packing / 包装

19 The Supplier shall be liable if the goods are damaged on transport due to faulty packing.

供应商必须对因包装不良产生的运输过程中的货物损毁负责。

Notification of Defects /缺陷通知

20 Without being bound by statutory inspection periods, we shall examine the goods supplied at our earliest convenience.

我们将根据自己的安排尽快检测鉴定货物 /产品的质量，而不受法定的检测期限限制。

21 By making payments or conducting pre-shipment tests, we are not waiving our legal remedies for faulty deliveries.

我公司的付款或交货前验收等行为并不导致我公司放弃对供应商交货过程中的缺陷采取法律补救措施的权利。

Warranty / 质量保证

22 The Supplier warrants that the goods comply with the order, in particular that they are free from defects impairing their value or fitness for the intended use and that they comply with the warranted characteristics and performance criteria. The Supplier further warrants that the goods are fit for the intended purpose and that in their manufacture high quality materials have been used.

供应商保证货物符合订单要求，特别是无导致货物价值或使用功能受损的缺陷发生；供应商保证其产品符合使用标准和设计目的要求并保证其产品有高质量原材料加工制造。

23 The goods must comply with all applicable laws, regulations and accident prevention rules being in force in People's Republic of China.

货物必须符合中国所有现行的法律、制度和事故预防规定。

24 In case of defects in the goods supplied we shall be entitled to avail ourselves of the pertinent remedies at law. However we General Purchase Conditions shall only be entitled to rescind the contract if the Supplier, within a reasonable period, has been unable or unwilling to repair the defect or to replace the defective product at his expense. In case of urgency or if the Supplier is defaulting in his obligation to remedy the defect, we are entitled to have the defects remedied at Supplier's cost.

如果供应商提供有缺陷产品，我们有权依据法律作出相应的补救。无论采用何种方法，如果供应商在合理的期限内无法或无意免费对缺陷产品进行修复或更换，我们有权取消合同。在紧急情况下，如果供应商未能履行对缺陷产品的补救职责时，我们有权对缺陷产品进行补救，相关费用由供应商承担。

25 The Supplier shall reimburse the costs of dismantling defective goods or products which have become defective as a result of defective goods supplied by Supplier as well as the costs of reinstalling goods or products being free from defects.

如果供应商提供的有缺陷产品导致采用（含有）该产品的产品出现质量问题，供应商应该承担更换、拆除故障产品以及重新安装无质量缺陷产品的全部费用。

26 Unless otherwise agreed, the warranty period shall be 24 months following the receipt of the goods in our works. To the extent the parties have agreed on subjecting the goods to a functional acceptance test in our works, the warranty period shall commence with the signing of the acceptance protocol.

除非另有约定，质量保证期为我方收到产品后 24 个月以内。如果双方约定货物必须在我方工厂通过性能测试后才可被接收，则质量保证期从我公司签署产品验收性能测试合格报告之日起计算。

27 The statute of limitations of claims for defects, which have been duly notified during the warranty period shall be 6 months from the date of notification.

对于所有发生在质保期内并且适时通知供应商的产品质量问题，索赔期限为自通知供应商之日起 6 个月之内有效

28 Defective goods or parts thereof shall remain at our disposal up to their replacement or cancellation of the contract. Following replacement the defective goods are placed at Supplier's disposal in our works.

在得到更换之前或采购合同被撤销之前，缺陷产品或部件由我公司负责处置；缺陷产品被更换后，即使是存放在我公司也应由供应商负责处置。

29 The warranty for replacement and repairs shall be the same as agreed for the original delivery; the warranty period for replaced parts and components shall start running anew. This shall equally apply to replaced parts and components.

被更换或被修复部件的质保期应该与原始供货相同，保质期的计算应该从更换或修复之日起计算。该原则适用于所有被更换或修复的零部件。

Product Liability / 产品责任

30 The Supplier shall indemnify us against any claims, damages, losses, liabilities, suits and expenses arising from the supply of defective goods or services.

供应商应该赔偿我公司任何因其提供的产品或服务缺陷而导致的索赔、财产损失、浪费、债务和费用等。

Tools, Patents, Drawings, etc / 工具，专利，图纸等

31 All data, drawings, equipment, patents, tools, models, etc. placed by us at Supplier's disposal for the manufacture of the our goods shall remain our property and may not be used for other purposes, copied or disclosed to third parties.

Copyrights therein shall remain vested in us. All documents shall be returned, free of charge, as soon as they are no longer needed for the execution of the order. If no deliveries are agreed, the documents shall equally be returned to us.

我公司为使供应商生产我方产品而向供应商提供的所有数据、图纸、设备、专利、工具、模据等均属我公司财产，版权归我公司所有。供应商不得用于其它用途或复印、泄露给第三方。一旦供应商在执行合同过程中不再需要上述资料，必须立即免费归还给我公司。即使双方最终没能达成供货协议，所有资料也必须归还。

32 Products manufactured according to drawings, patents, confidential data, our tools or copies thereof, (our) shall not be used by the Supplier for his own use nor may they be offered or delivered to third parties. This shall equally apply to printing orders.

所有按照我公司图纸、专利、保密工艺参数、工具及其副本制造的产品，供应商均不得自己使用，也不得销售或发运给第三方。以上原则同样适用于我方的订货文件。

Secrecy / 保密

33 The Supplier shall treat the order and all related deliveries as confidential.

供应商必须对我公司的所有订单和相关发货承担保密义务。

Industrial Property Rights / 工业产权

34 The Supplier warrants that the goods and services supplied do not infringe third party property rights. He will indemnify us from any third party claims related thereto.

供应商保证所提供的产品和服务不侵犯第三方的知识产权并赔偿我公司因此而遭到的第三方索赔。

35 As trademark / brand, and our company name are strictly protected by relevant laws.

作为商标/品牌和我公司名称受到相关法律严格的保护。

36 All rights to use and our company name, which includes but is not limited to mould, print, engrave them on the product, remain with WEISS GmbH in Germany. 设立于德国的 WEISS GmbH 公司拥有我公司名称的一切相关权力,包括但不限于通过模压、印刷、雕刻等方法使用公司名称标示产品。

37 The suppliers are strictly forbidden to apply the trademark / brand and company name without prior written consent of WEISS China and in particular strictly prohibited directly to other customers than our WEISS companies
事先没有获得威驰自动化技术(上海)有限公司的书面授权,任何供应商都被严格禁止使用这些商标/品牌和我公司名称,特别是用来和 WEISS 的各个公司以外的客户直接发生业务。

Place of Performance / 执行地

38 Place of performance for the goods and the services shall be the agreed place of destination. Place of performance for the payment shall be the registered office of the business unit having placed the order.
产品和服务的执行地应在双方同意的指定地点。付款执行地应为我公司下采购订单的业务所在地。

Jurisdiction and Applicable Law / 权限及使用法律

39 Exclusive place of venue for any differences shall be our office having issued the order. We shall however be entitled to bring actions in any other competent courts.
我公司下采购订单的业务所在地将是解决纠纷的管辖地。当然我公司有权在任何能胜任的法院解决纠纷。

40 In case of disputes all supplies shall be subject to substantive laws in force at buyer's place of business, deliveries from abroad in addition to the UN Convention on the International Sale of Goods.
任何有关发货的纠纷必须依据采购方业务所在地的有效法律解决。对于来自国外的发货除遵照本通用采购条款外可参照《联合国国际货物销售合同公约》协定执行。

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