

百能堡集团商品和服务采购通用条款（最新修订：2021年9月）

General Terms and Conditions of Purchase for the Supply of Goods and Services to Companies of the Pfannenberg Group (Last revised: September, 2021)

1. 适用 / Application

1.1 本通用采购条款（“采购条款”）适用于承包方（“承包方”）将向百能堡集团（“客户”）提供的所有商品和服务。即使在随后的合同中没有明确提及，它们也应构成与承包方签订的所有合同的一部分。

These General Terms and Conditions of Purchase (“Conditions of Purchase”) shall apply to all goods and services that are to be supplied to the Pfannenberg Group (“Customer”) by the contractor (“Contractor”). They shall form part of all contracts entered into with the Contractor, even if they are not expressly referred to in subsequent contracts.

1.2 本采购条款仅适用于与中华人民共和国民法典第一编第三章和第四章所指的法人和非法人组织进行的国内和国际商业交易。

These Conditions of Purchase shall apply exclusively in national and international business transactions with legal persons and unincorporated organizations under in Chapters 3 and chapter 4 of Part I of the Civil Code of the People's Republic of China.

1.3 除非客户明确以书面形式批准，否则与本采购条款相冲突或偏离的承包方条款不得成为合同的一部分。即使是客户明确提及指出包括承包方或第三方的条款和条件，或者即使客户在知情的情况下完全接受承包方的货物或服务，本采购条款仍应适用承包方的冲突或偏离条款。

Terms and conditions of the Contractor that conflict with or deviate from these Conditions of Purchase shall not become part of the contract unless their application is expressly approved by the Customer in writing. These Conditions of Purchase shall apply even if the Customer refers without reservations to a letter that points out or refers to terms and conditions of the Contractor or of a third party, or if the Customer accepts goods or services from the Contractor without reservations while being aware of the Contractor's conflicting or deviating terms and conditions.

1.4 如果客户和承包方已签订主协议或单独合同，则应以主协议或单独合同为准。若没有更具体的规定，协议应以本采购条款作为补充。

If Customer and Contractor have entered into master agreements or individual contracts, these shall take precedence. They shall be supplemented by the present Conditions of Purchase unless more specific provisions have been agreed therein.

百能堡电气科技（苏州）有限公司

Pfannenberg Electro-Technology (Suzhou) Co., Ltd.

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- 1.5 在任何特定情况下与承包方签订的单独协议（包括附属协议、增补和变更）均应优先于本采购条款。除非另有约定，否则此类协议内容应以客户书面协议或书面确认的形式确定。若没有更具体的规定，协议应以本采购条款作为补充。承包方的所有法律相关声明和通知（例如设定截止日期、提醒、终止或撤销）必须以书面形式发布。这也适用于此书面形式要求的取消。

Individual agreements made with the Contractor in any particular case (including ancillary agreements, additions and changes) shall, in all cases, take precedence over these Conditions of Purchase. The content of such agreements shall, subject to proof of the contrary, be as set out in a written agreement or a written confirmation from the Customer. They shall be supplemented by the present Conditions of Purchase unless more specific provisions have been agreed therein. All legally relevant declarations and notices from the Contractor (e.g. setting of a deadline, reminder, termination or rescission) must be issued in writing. This shall also apply to the cancellation of this written form requirement.

2. 采购订单、订立合同 / Purchase Orders, Formation of Contract

- 2.1 除非另有书面约定，承包方应免费提供所有报价和成本估算。

Unless otherwise agreed in writing, the Contractor shall provide all offers and cost estimates free of charge.

- 2.2 承包方应仅根据客户的采购订单交付货物或提供服务。只有当客户以书面或电子形式发出采购订单，或者如果客户以口头、电话或其他通信方式发出采购订单，且客户以书面或电子形式确认订单、并注明订单号时，客户的采购订单才具有约束力。使用自动设备生成并因此不包含名称和签名的采购订单应被视为书面采购订单。如果客户没有回应承包方的报价、请求或其他声明，则不能视为同意，只有在客户和承包方之间就此达成明确的书面协议时才视为同意。如果采购订单包含明显错误、拼写错误或计算错误，则对客户不具有约束力。

The Contractor shall only deliver goods or provide services on the basis of a purchase order from the Customer. Purchase orders from the Customer shall only be binding if they are issued by the Customer in writing or electronically or, in the case of purchase orders issued orally, by telephone or using other means of telecommunication, if they are properly confirmed by the Customer in writing or electronically, stating the order number. Purchase orders that are generated using automatic devices and, therefore, do not contain a name and signature shall be deemed written purchase orders. If the Customer does not respond to offers, requests or other declarations from the Contractor, this shall only be deemed consent if an express written agreement to this effect has been made between Customer and Contractor. To the extent that a purchase order contains obvious mistakes, misspellings or calculation errors, it shall not be binding upon the Customer.

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2.3 承包方应在收到采购订单后的五（5）个工作日内发出订单确认书，明确说明价格、交付日期和/或提供服务的日期，不得无故拖延。如果订单确认与采购订单不符，除非客户以书面形式明确确认，否则不应视为同意这些不符。如果客户和承包方已就未来的交付签订了主协议，而承包方在收到客户发出的采购订单（交付请求）后三（3）个工作日内未提出异议，则客户发出的采购订单（交付请求）应具有约束力。

The Contractor shall, without undue delay and in any case no later than five (5) working days after the receipt of the purchase order, issue an order confirmation in which the price and the delivery date and/or the date for the provision of the services are expressly stated. If the order confirmation deviates from the purchase order, the deviations shall not be deemed agreed unless and until they are expressly confirmed by the Customer in writing. If Customer and Contractor have entered into a master agreement regarding future deliveries, purchase orders (requests for delivery) issued by the Customer shall be binding if not objected to by the Contractor within three (3) working days after they have been received.

2.4 如果在合同履行过程中发现有需要或必要调整双方最初商定的规范，承包方应立即通知客户，不得无故拖延。客户应告知承包方，与原始采购订单相比，承包方是否要进行变更；如果要变更，应进行哪些变更。如果承包方在履行合同过程中产生的费用因此类变更而发生变化，客户和承包方均有权要求适当调整商定的价格。

If it turns out during the performance of a contract that deviating from the originally agreed specifications is necessary or advisable, the Contractor shall so advise the Customer without undue delay. The Customer shall inform the Contractor of whether and, if so, what changes are to be made by the Contractor compared to the original purchase order. If the costs incurred by the Contractor in performing the contract change as a result of such changes, both the Customer and the Contractor shall have the right to demand that the agreed prices be adjusted appropriately.

3. 交货 / Delivery

3.1 在执行、范围和时间进度方面，交付应与客户发布的采购订单一致。合同中规定的交付货物和提供服务的任何日期或时间段只有在明确指定为具有约束力的情况下才具有约束力。客户在采购订单中规定的交货期和交货日期应具有约束力，交货期应从采购订单发出之日开始计算。

The delivery shall correspond to the purchase order issued by the Customer in terms of execution, scope and scheduling. Any dates or time periods stated in the contracts for the delivery of goods and the provision of services shall only be binding if expressly designated as binding. The delivery periods and delivery dates stated by the Customer in the purchase order shall be binding. Delivery periods shall commence on the day the purchase order is issued.

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3.2 根据合同规定在指定日期进行交付是判定是否遵守交付日期或交付周期的关键，除非另有约定，否则应根据 DPU Incoterms® 2020 进行交付。如果未约定交付地点，则默认交货至百能堡电气科技（苏州）有限公司，中国江苏省苏州市工业园区杏林街 108 号。

The date on which the goods are delivered to the Customer in accordance with the contract shall be decisive for compliance with the delivery date or delivery period. Unless otherwise agreed, delivery shall be made in accordance with DPU Incoterms® 2020. If no place of delivery has been agreed, DPU Incoterms® 2020 – Pfannenber Electro-Technology (Suzhou) Co.,Ltd., No.108 Xinglin Street, SIP Suzhou 215026, Jiangsu, P.R.China shall apply.

3.3 如果可以预见将超过交付日期和交付周期，承包方应立即书面通知客户，说明延迟原因和预计持续时间。逾期交货的，客户有权按照法律规定解除合同。如果承包方违约，客户可要求每延迟一周支付相当于订单净值 0.5% 的合同罚款，但不得超过订单总额的 5%。客户有权主张对损害进行进一步法定索赔。合同违约金适用于承包方应承担赔偿责任的违约损失。接受逾期交货并不意味着放弃损害赔偿要求。在最终付款之前，客户有权要求支付合同违约金。

The Contractor shall notify the Customer without undue delay in writing if it can be foreseen that the delivery dates and delivery periods will be exceeded, stating the reasons for and the expected duration of the delay. In the event of a delay in delivery, the Customer shall have the right to rescind the contract in accordance with the statutory provisions. In the event of default on the part of the Contractor, the Customer may demand a contractual penalty in an amount equal to 0.5% of the net order value for each commenced week of delay, but not more than 5% of the order value in total. This shall not affect any further statutory claims of the Customer for damages. The contractual penalty shall be applied towards the damage caused by default which the Contractor is liable to compensate. Acceptance of a late delivery shall not constitute a waiver of claims for damages. The Customer may reserve the right to claim the contractual penalty until the final payment is made.

3.3 只有在客户事先书面同意的情况下，才允许在约定的交付和/或提供服务日期之前交付货物和/或提供服务。客户可以退回任何提前交付的货物或将其储存至约定的交货日期，产生的费用均由承包方承担。

The delivery of goods and/or provision of services before the agreed delivery and/or service provision date shall only be permitted with the Customer's prior written consent. The Customer may return any goods that are delivered early at the expense of the Contractor, or store them at the Contractor's expense until the agreed delivery date.

3.4 在兼顾双方共同利益的情况下，只要合理预计承包方能接受此类变更，即使在签订合同后，客户也可以要求对交付项目和/或所提供服务的日期以及交付日期或提供服务的日期进行更改。如果发生此类变更，应合理考虑对任何一方造成的后果，尤其是在增加或减少成本方面以及在交付日期或提供服务的日期方面。如果变更导致价格上涨或交货期延长，在变更后的交付或服务提供开始前的合理期限内，承包方有

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义务在获悉价格上涨金额或交货期延长（视情况而定）及原因后，立即书面通知客户，不得无故拖延。如果客户向承包方发出要求更改或延期采购的书面通知，则该更改被视为有效同意。

The Customer may, even after the contract has been entered into, demand that changes be made to the delivery item and/or to the content of the services to be provided and also to the delivery date or the date for the provision of the services to the extent that the Contractor can reasonably be expected to accept such changes, due regard being had to the mutual interests of both parties. In the event of such a change, the consequences for either party, in particular in terms of additional or reduced costs and in terms of the delivery dates or the dates for the provision of the services, shall be reasonably taken into account. If the changes lead to a price increase or to an extension of the delivery period, the Contractor shall be obliged to inform the Customer in writing of the amount of the price increase or, as the case may be, of the extension of the delivery period and the reasons for such without undue delay after obtaining knowledge thereof, and within a reasonable period before the performance of the changed delivery or the changed provision of services commences. The change shall be deemed validly agreed if the Customer sends the Contractor a written notice to change, or extend, the purchase order.

- 3.5 与货物一起，承包方应免费向客户提供必要的保护装置、原产地证明以及以中文提供的储存、组装和操作系统说明以及安全数据表。这同样适用于所供货物的维修和修理所需的文件。

Along with the goods, the Contractor shall supply the necessary protective devices, proof of origin and – in Chinese languages – storage, assembly and operating instructions as well as safety data sheets at no cost to the Customer. The same shall apply to the documentation needed for the servicing of, and repairs to, the goods supplied.

- 3.6 在未另行约定的情况下，不允许部分交付和溢、短装交付。在个别案例中对于此类交付客户拥有的权利包括向承包方收取 300 元人民币的固定处理费以支付因部分交付而产生的额外费用。承包方可以举证证明客户没有遭受任何损失或实际遭受的损失远低于该金额。

Partial deliveries and excess or short deliveries shall not be permitted, to the extent not otherwise agreed. The Customer reserves the right to recognize such deliveries in individual cases and charge the Contractor a flat processing fee of CNY300 for the additional expenses incurred as a result of the partial deliveries. The Contractor may prove that the Customer did not suffer any loss or that the loss actually suffered remains significantly below this amount.

- 3.7 尽管有上述第 3.2 条中约定的 Incoterms® 2020 条款，承包方还有义务自行负责处理和支付进口清关、预付运费和其他交付货物的费用。这还应包括有关进口国规定和进口所需的所有手续，例如进口许可证、进口安全许可证、装货前的货物检验和任何其他官方许可证。

Notwithstanding the Incoterms® 2020 clause agreed in clause 3.2 above, the Contractor shall additionally be obliged to handle, and pay for, the import clearance and the prepayment of the freight

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and other costs of delivering the goods on the Contractor's own responsibility. This shall also include all the formalities prescribed by the relevant country of import and required for import, for example, the import license, security clearance for import, inspection of the goods prior to loading and any other official permits.

- 3.8 未经客户事先书面同意，承包方无权将其在本合同项下的全部或部分义务转让给第三方（例如分包商）或聘请第三方执行委托给其的服务和工作。这也适用于承包方未准备好开展业务的服务。分包商将订单转移给其他第三方也应事先获得客户的书面同意。客户的附属公司也被视为第三方（分包商）。

The Contractor shall have no right to transfer its obligations under this contract in whole or in part to third parties (e.g. subcontractors) or engage third parties to perform the services and work entrusted to it without first obtaining the Customer's prior written consent. This shall also apply to services for which the Contractor's business is not prepared. The transfer of orders by subcontractors to further third parties shall also require the Customer's prior written consent. The Customer's affiliated companies, as defined in Sections 15 et seq. German Stock Corporation Act, are also to be considered third parties (subcontractors).

- 3.9 承包方应确保合同服务符合客户的技术规范。承包方有义务记录与此相关的任何测试，并将所有测试、测量和检查结果存档至少 5 年。在事先通知后，客户可在正常业务期间内检查并复制此类记录。

The Contractor shall ensure that the contractual services meet the Customer's technical specifications. The Contractor shall be obliged to document any tests carried out in this connection and archive all test, measurement and check results for a minimum period of 5 years. Upon prior announcement, the Customer may inspect and make copies of such records during normal business hours.

- 3.10 在未另行书面同意的情况下，承包方应对交付物品进行标记，以便能永久识别出为承包方产品。

To the extent not otherwise agreed in writing, the Contractor shall mark the delivery items in such a manner that they can be permanently identified as the Contractor's products.

4. 风险转移、装运、文件、包装 / Transfer of Risk, Shipment, Documents, Packaging

- 4.1 承包方应承担货物意外损失或毁坏或意外变质的风险，直到货物按照上述第 3.2 条规定的合同交付并被客户接受为止（DPU Incoterms®2020）。如果承包方有义务在客户的业务范围内设置或组装货物，则在货物被完全验收并交付使用前，风险不得转移给客户。

The Contractor shall bear the risk of accidental loss or destruction or accidental deterioration of the goods until they are delivered in accordance with the contract as specified in clause 3.2 above and accepted by the Customer (DPU Incoterms® 2020). If the Contractor is obliged to set up or assemble the goods in the Customer's business, the risk shall not pass to the Customer until after the goods have been accepted in full and commissioned so as to be ready for use.

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4.2 每次交付最迟应在执行时以发货通知的形式通知客户。

Each delivery shall be announced to the Customer by means of a notice of dispatch when it is carried out, at the latest.

4.3 承包方与客户之间的所有通信以及所有发票和运输文件均应注明客户的订单号。此外，每次交货都应附有交货单，其中包含日期（发出和发货）、订单和物料编号、供应批次清单、货物描述、供应数量和重量。任何未能遵守这些文件要求的行为均构成承包方的重大违约。除非承包方对违约行为不承担责任，否则承包方应负责赔偿客户因不遵守规定而遭受的任何损害。如果交货单未被递交或不完整，客户对由此造成的处理延迟和付款延迟不承担任何责任。遵守危险品运输规定，特别是任何危险货物都应标记为危险品。

All correspondence between Contractor and Customer and all invoices and shipping documents shall state the Customer's order number. In addition, each delivery shall be accompanied by a delivery note which contains the date (of issue and dispatch), the order and materials numbers, a list of the batches supplied, the description of the goods, the quantities supplied and the weight. Any failure to comply with these documentation requirements shall constitute a material breach of contract by the Contractor. The Contractor shall be liable to compensate the Customer for any damage suffered by the latter as a result of such non-compliance, unless the Contractor is not responsible for the breach of duty. If the delivery note is not included or is incomplete, the Customer shall not be responsible for any resulting delay in processing and payment. The regulations regarding the transport of dangerous goods shall be observed; in particular, any dangerous goods shall be marked as such.

4.4 承包方应遵守客户对货物运输的要求。此外，货物应按照百能堡包装规则进行包装，以避免在运输途中受损。应避免使用多余的包装材料。只能使用环保、可回收的包装材料。在承包方承担费用的情况下客户可将包装退还给承包方，或者根据客户选择将其回收或处置。

The Contractor shall observe the Customer's requirements for the shipment of the goods. In addition, the goods shall be packed in accordance with the Pfannenberg Packaging Rules in such a manner as to avoid damage in transit. Superfluous packaging materials shall be avoided. Only environmentally friendly, recyclable packaging materials may be used. The Customer may, at the Contractor's expense, return the packaging to the Contractor or, at the Customer's option, recycle it or dispose of it.

4.5 承包方承诺在经济和技术可能性规定的范围内使用环保产品和工艺。

The Contractor undertakes to use environmentally friendly products and processes, within the limits defined by the economic and technical possibilities.

4.6 如果承包方违反第 4 条中的任何规定，客户可根据法律规定解除或终止与承包方的合同，并要求赔偿损失，以及要求赔偿因此类违反行为而产生的任何第三方索赔和行政罚款。

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If the Contractor violates any of the provisions set out in this clause 0, the Customer may, in accordance with the statutory provisions, rescind its contracts with the Contractor or terminate them and claim damages and demand to be indemnified against any third-party claims and administrative fines imposed as a result of such violation.

5. RoHS & REACH 规定/ RoHS & REACH Regulation

5.1 承包方保证遵守 2011/65/EU 指令及其修订指令 2015/863/EU 关于限制在电气和电子设备中使用某些有害物质（有害物质限制 – RoHS）的要求以及国家实施法案的要求。RoHS 符合性已纳入 CE 标志要求，承包方在张贴 CE 标识时应确保产品符合 RoHS 并需准备相应的声明和技术资料。此 CE 标志应清晰可见和不可擦拭，并粘贴在电气或电子设备或铭牌上。

The Contractor warrants compliance with the requirements under Directive 2011/65/EU and its amendment 2015/863/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment (Restriction of Hazardous Substances – RoHS) and with the requirements under the national implementing acts. RoHS compliance has been incorporated into CE marking requirements, contractors should ensure that products comply with RoHS when posting CE markings and prepare corresponding declarations and technical data. This CE marking shall be affixed in a visible, legible and indelible form to the item of electrical or electronic equipment or the data plate.

5.2 若承包方提供电气电子设备及零部件，承包方应在首次交付前向客户提供 RoHS 符合性书面声明。如果符合性声明中提供的信息不再正确，承包方应以书面形式通知客户，不得无故拖延，也无需等待客户的请求。承包方应通过内部分析或委托有资质的实验室来证明是否符合 RoHS 要求，并发送证明文件至以下电子邮件地址：materialcompliance@pfannenber.com。

If the Contractor supplies electrical、electronic equipment and components, the Contractor shall provide the Customer with a written declaration of RoHS conformity before the first delivery takes place. The Contractor shall notify the Customer without undue delay, and without waiting for a request, in writing if the information provided in the declaration of conformity is no longer correct. Compliance shall be proven by means of an internal analysis or through a technically qualified laboratory commissioned for this purpose, this proof shall be sent to the following e-mail address:
materialcompliance@pfannenber.com.

5.3 承包方保证其提供的货物符合第 1907/2006 号法规 (EC) 关于化学品注册、评估、授权和限制 (“REACH 法规”) 的规定。应客户要求，承包方应最迟在交货时提供符合 REACH 法规第 31 条第 1 款至第 3 款要求的最新完整的德文安全数据表规定。随着法律规定的每次更新/修订，承包方应再次向客户提供适当的安全数据表。安全数据表应另外以纸质或电子格式发送至以下地址：

materialcompliance@pfannenber.com。

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The Contractor warrants that the goods supplied by it comply with the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation"). At the request of the Customer, the Contractor shall, at the latest upon delivery, provide a current and complete safety data sheet in the German language that meets the requirements of the REACH Regulation in accordance with Article 31(1) to (3) REACH Regulation. With each update/revision of the statutory provisions, the Contractor shall again provide the Customer with the appropriate safety data sheet. The safety data sheet shall additionally be sent in paper form or in an electronic format to the following address: materialcompliance@pfannenberg.com.

5.4 承包方保证该产品不包含任何浓度高于 0.1% 重量 (w/w) 的 REACH 法规意义上的高度关注物质。如果承包方向客户提供的产品含有高度关注的物质，其中一种或多种物质的浓度超过 0.1% 重量百分比 (w/w)，并且符合 REACH 法规第 57 条的标准并且包含在 REACH 法规附件 14（授权候选清单）和/或已根据 REACH 法规第 59(1) 条（候选清单）被识别出，根据 REACH 法规第 33 条，承包方应在 45 天内提供有关物质名称、相关 CAS 编号的信息、产品中物质浓度和产品安全使用的信息，这些信息应发送至以下电子邮件地址：materialcompliance@pfannenberg.com。

The Contractor warrants that the product does not contain any substances of very high concern within the meaning of the REACH Regulation in a concentration above 0.1% weight by weight (w/w). If the Contractor nevertheless supplies the Customer with products that contain substances of very high concern of which one or more are present in a concentration above 0.1% weight by weight (w/w) and which meet the criteria of Article 57 REACH Regulation and have been included in Annex XIV to the REACH Regulation (candidate list for authorization) and/or have been identified pursuant to Article 59(1) REACH Regulation (candidate list), the Contractor shall provide information about the name of the substance, the pertinent CAS number, the concentration of the substance in the product and the safe use of the product within 45 days in accordance with Article 33 REACH Regulation. The information shall be sent to the following e-mail address: materialcompliance@pfannenberg.com.

5.5 如果承包方违反上述第 5.1 条至第 5.3 条的任何规定，客户可根据法律规定解除或终止与承包方的合同，并对来自任何第三方的损失赔偿和因此类违约而导致的任何行政罚款进行索赔。

If the Contractor violates any of the provisions set out in clauses **Fehler! Verweisquelle konnte nicht gefunden werden.** to 5.3 above, the Customer may, in accordance with the statutory provisions, rescind its contracts with the Contractor or terminate them and claim damages and demand to be indemnified against any third-party claims and any administrative fines imposed as a result of such violation.

6. 价格、付款条件、抵销、保留权/ Prices, Terms of Payment, Set-off, Right of Retention

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6.1 采购订单中规定的价格具有约束力。除非另有书面约定，否则价格应为 Incoterms® 2020 下的 DPU 价格，并应包括包装和根据上述第 3.8 条预付的进口成本。所有标明的价格均为净价；法定增值税应在发票开具时按当时适用的税率单独列明。

The prices stated in the purchase order shall be binding. Unless otherwise agreed in writing, the prices shall be DPU Incoterms® 2020 and shall include packaging and prepayment of the import costs pursuant to clause 3.7 above. All prices stated shall be net prices; statutory value-added tax shall be stated separately at the time the invoice is issued at the then applicable rate.

6.2 发票正确性必须符合法定要求和采购订单中规定的要求。承包方的发票应注明订单信息（订单号、订单日期、数量和价格）、单件（批次）编号和送货单号。否则，发票将无法处理，因此将被视为未收到。发票副本应标为副本。除非另有约定，所有发票均应以人民币开具。

A proper invoice must meet the statutory requirements and the requirements set out in the purchase order. The Contractor's invoices shall state the order information (order number, order date, quantity and price), the number of each single item (batches) and the delivery note number. Otherwise, the invoices cannot be processed and, therefore, will be deemed not received. Copies of invoices shall be marked as duplicates. Unless otherwise agreed, all invoices shall be issued in CNY.

6.3 双方按事先约定的付款条款支付款项。如果交付货物存在缺陷，客户可以扣留付款，直到交货已妥善履行，而不丧失任何返利、折扣或类似的降价。鉴于承包方有义务提供材料试验、检验报告、质量文件、上述第 5 条规定的文件或其他记录，收到这些记录应成为接受货物的进一步先决条件。规定的付款时间应在所有缺陷完全修复后才开始。如果货物提前交付，付款时间仍按原先约定的交货日期开始计算。

Payment shall be made according to payment terms which pre-agreed by both parties. In the event of a defective delivery, the Customer may withhold payment until the delivery has been properly performed without forfeiting any rebates, discounts or similar price reductions. To the extent that the Contractor is obliged to provide materials tests, inspection reports, quality documents, documents pursuant to clause 0 above or other records, the receipt of these records shall be a further prerequisite for the acceptance of the goods. The time allowed for payment shall not commence until all defects have been fully remedied. If goods are delivered early, the time allowed for payment shall not commence until the agreed delivery date.

6.4 客户应及时履行付款义务。

The Customer shall not be in default of payment without first having received a reminder.

6.5 如果客户需要在交货前付款（预付款），承包方应在客户要求时按合同签订时的约定条款提供相应银行担保。

To the extent that the Customer is required to make a payment prior to delivery (down-payment), the

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Contractor shall, at the Customer's request, provide corresponding bank guarantees based on pre-agreed terms in the contract before the Customer makes this payment.

- 6.6 付款应在发票审核后支付。付款并不意味着确认交付符合合同规定。所有款项应根据后续索赔情况进行支付。

Payment shall be made subject to review of the invoice. Payments do not imply that the delivery is recognised as being in accordance with the contract. All payments shall be made subject to subsequent claims.

- 6.7 货物的所有权最迟应在货物付款后转移给客户，且无任何产权负担。所有付款只应支付给承包方。不允许延长或延长所有权保留条款。

Ownership of the goods shall be transferred to the Customer free of any encumbrances when the goods are paid for, at the latest. All payments shall be made to the Contractor only. Extended or prolonged retention-of-title clauses shall not be permitted.

- 6.8 只有在无法上诉或被承认或无可争议的判决中确立反诉，承包方才有权获得抵销权。承包方只有在其反诉无可争议或已在无法上诉的判决中确立并且基于相同的合同关系时，才能主张保留权。

Counterclaims shall only entitle the Contractor to a set-off if they have been established in a judgment that cannot be appealed against or are recognised or undisputed. The Contractor may only assert a right of retention if its counterclaim is undisputed or has been established in a judgment that cannot be appealed against and if it is based on the same contractual relationship.

7. 终止、解除 / Termination, Rescission

- 7.1 如果承包方负有除交付货物以外的其他义务，客户可以根据中华人民共和国民法典（如适用，参照规定执行）和/或根据任何其他适用的法律规定。此外，客户可以根据本第 7 条规定的规则终止合同。

If the Contractor owes obligations other than the delivery of the goods, the Customer may terminate the contract at any time in accordance with the Civil Code of the People's Republic of China – where applicable, applied mutatis mutandis – and/or in accordance with any other applicable statutory provisions. Furthermore, the Customer may terminate the contract in accordance with the rules set out in this clause.

- 7.2 客户可以正当理由终止或解除合同。特别是在以下情况下，应视为存在正当理由：

The Customer may terminate or rescind the contract for good cause. Good cause shall be deemed to exist, in particular, in the following cases:

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7.2.1 尽管提出了书面要求，并设定了合理的截止日期，但承包方未能履行其合同义务。

The contractor fails to perform its contractual obligations despite a written request and the setting of a reasonable deadline to no avail.

7.2.2 承包方广泛或严重违反了公法规定或要求，可能会受到与交付和服务相关的刑事处罚或行政罚款。

The Contractor commits extensive or serious violations of public-law provisions or requirements that are subject to a criminal penalty or an administrative fine in connection with the performance of deliveries and services.

7.2.3 承包方最终拒绝履行一项或多项合同义务。

The Contractor finally refuses the performance of one or more contractual obligations.

7.3 终止通知必须以书面形式发出；如果因正当理由终止合同，通知必须另外说明相关终止原因。合同任何一方终止合同后，承包方应立即向客户交付继续服务所需的所有工作记录以及客户向其提供的所有物品。

Notice of termination must be given in writing; in the event of termination for good cause, the notice must additionally state the relevant reason for termination. Upon termination of the contract by either contracting party, the Contractor shall deliver to the Customer without undue delay all the work records needed to continue the services and all items provided to it by the Customer.

7.4 如果因正当理由终止合同且承包方对终止原因负有责任的，客户仅对收到终止通知时已按合同规定提供的服务和按部分服务的商定价格向承包方进行补偿。若客户产生损失的，其赔偿主张不受影响。

If the contract is terminated for good cause and the Contractor is responsible for the reason for termination, the Customer shall only compensate the Contractor for services that have already been provided in accordance with the contract by the time the notice of termination is received, based on the agreed prices in relation to the partial service. The Customer's claims for damages, if any, shall remain unaffected.

7.5 终止和撤销的法定权利不受影响。

The statutory rights of termination and rescission shall remain unaffected.

7.6 合同的解除应当按照法律规定进行。解除的后果应完全由法规确定。

The rescission of the contract shall take place in accordance with the statutory provisions. The consequences of the rescission shall be determined exclusively by statutory law.

7.7 如果承包方无正当理由停止其服务/交付，或如果针对承包方资产的破产程序或类似法定程序已采纳启动申请，或任何此类程序已启动或因缺乏资产而被拒绝启动，客户均可额外终止合同。客户应按比例补偿承包方已提供的服务。客户可就未履行剩余义务向承包方索赔损失。

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The Customer may additionally terminate the contract if the Contractor discontinues its services/deliveries without justification or if an admissible application is made to initiate insolvency proceedings or similar statutory proceedings against the Contractor's assets or any such proceedings are initiated or their initiation is refused for lack of assets. The Customer shall compensate the Contractor on a pro rata basis for the services provided. The Customer may claim damages from the Contractor for non-performance of the remaining obligations.

7.8 如果客户根据上述第 7.1 条或出于正当理由终止合同，而承包方对终止原因不承担责任的，承包方可要求约定的报酬；然而，承包方必须接受其索赔额将因合同取消而节约的任何费用或因承包方通过在其他地方使用其劳动力产生的或故意忽略产生的任何收入而减少。

If the Customer terminates the contract in accordance with clause 7.1 above or for good cause without the Contractor being responsible for the reason for termination, the Contractor may claim the agreed remuneration; the Contractor must accept, however, that its claim will be reduced by any expenses saved by the Contractor as a result of the contract being cancelled or any earnings which the Contractor generates, or maliciously omits to generate, by using its labour elsewhere.

7.9 如果由于特殊情况，在利益平衡后客户对承包方履行义务不再有期望的，只要相关交付尚未完成，客户可根据中华人民共和国民法典随时全部或部分取消订单。如果客户根据第 7.9 条解除合同，上述第 7.4、7.7 和 7.8 条的规定应比照适用于承包方的报酬请求。客户应获得已支付的部分交付或服务的所有权。

The Customer may cancel an order for deliveries (the Civil Code of the People's Republic of China) at any time, in whole or in part, as long as the respective delivery has not yet been handed over if, due to special circumstances, the Customer no longer has an interest in the performance of the Contractor's obligations after a balancing of interests. In the event that the Customer rescinds the contract on the basis of this clause 7.9, the provisions set out in clauses 7.4, 7.7 and 7.8 above shall apply mutatis mutandis to the Contractor's claim for remuneration. The Customer shall acquire ownership of the partial deliveries or services paid for.

8. 转让、扣押、保留所有权 / Assignment, Attachment, Retention of Title

8.1 未经客户事先同意，承包方无权将其对客户的索赔转让给第三方或由第三方收集索赔，客户不得无理拒绝此类同意。如果违反或无视此要求，承包方未经客户同意将其索赔转让给第三方，或由第三方收取其索赔，客户可根据客户的选择向承包方和第三方支付具有债务结算效力的款项。如果承包方按照延长所有权保留条款的规定收到自己的供货，则上述第一句所述的同意应被视为“客户已同意”。

The Contractor shall have no right to assign its claims against the Customer to third parties or have them collected by third parties without first obtaining the Customer's prior consent, such consent not to be unreasonably withheld. If, contrary to and despite the first sentence above, the Contractor assigns

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its claims to third parties without the Customer's consent, or has its claims collected by third parties, the Customer may make payment with debt-discharging effect both to the Contractor and to the third party, as the Customer chooses. If the Contractor receives its own supplies subject to a prolonged retention-of-title clause, the consent referred to in the first sentence above shall be deemed given.

对于第三方对承包方尚未交付物的任何扣押或其他处置，承包方应及时通知客户。

The Contractor shall notify the Customer without undue delay of any attachments, seizures or other dispositions by third parties in relation to the deliveries owed by the Contractor.

9. 客户提供的物品 / Provision of items by the Customer

9.1 为履行采购订单而提供给承包方的所有样品、模型、图纸、平面图、草图和其他技术文件均归客户所有。承包方以客户费用生产或采购的模型、工具和设备应在客户付款后成为客户的财产。承包方应谨慎对待客户的此财产，将其标记为客户的财产，并在可行的情况下，将其与承包方的其他产品分开存放，并自费为其损失和其他损害投保。只有当代表客户生产和/或提供给客户时，才能使用这些模型和工具或使用这些设备生产产品和零件。当客户要求时，承包方应将模型、工具和设备交付给客户，不受第三方权利的约束。

All samples, models, drawings, plans, sketches and other technical documents provided to the Contractor for the fulfilment of purchase orders shall remain the Customer's property. Models, tools and devices which the Contractor produces or procures at the expense of the Customer shall become the Customer's property upon payment by the Customer. The Contractor shall treat this property of the Customer with care, mark it as the Customer's property and, to the extent feasible, store it separately from other products of the Contractor and insure it at the Contractor's own expense against loss and other damage. Any products and parts which are produced using these models and tools or using these devices may only be manufactured and supplied on behalf of and/or to the Customer. At the request of the Customer, the Contractor shall deliver the models, tools and devices to the Customer free from third-party rights.

9.2 根据上文第 9.1 条规定，客户的财产应在客户要求后或在订单履行后、即使没有特别要求的情况下，都应立即归还给客户。

The Customer's property pursuant to clause 9.1 above shall be returned to the Customer without undue delay at any time following a request or, without a specific request, after the order has been fulfilled.

9.3 承包方应代表客户处理或改造所提供的物品。如果任何此类物品与不属于客户的其他物品一起加工，客户应按照加工时客户物品价值与其他加工物品价值的比例，获得新物品的共同所有权。

Any processing or transformation by the Contractor of items provided shall be made on behalf of the

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Customer. If any such items are processed together with other items that do not belong to the Customer, the Customer shall acquire co-ownership of the new item in proportion to the ratio of the value of the Customer's item to the value of the other processed items at the time of processing.

10. 保修、时效、责任 / Warranty, Lapse of Time, Liability

10.1 在法定条款或承包方与客户之间的其他书面协议中未另行规定的范围内，保修和责任应受法定条款的约束。

Warranty and liability shall be governed by the statutory provisions to the extent not otherwise stated in these provisions or in another written agreement between Contractor and Customer.

10.2 承包方应确保所有交付的货物无缺陷，符合采购订单和规范，适合预期用途，是最先进的且符合适用的国家和国际法律规定，包括公共机构、雇主责任保险协会和行业协会的要求和指南。承包方尤其应遵守欧盟化学品法规 REACH 法规的规定，以及上述第 5 条规定的义务。如果承包方对客户要求的设计或性能类型有任何疑问，应立即以书面形式通知客户，不得无故拖延。

The Contractor ensures that all deliveries are free from defects, correspond with the purchase order and the specifications, are suitable for the intended use, are state-of-the-art and comply with the applicable national and international legal provisions, including the requirements and guidelines of public authorities, employers' liability insurance associations and trade associations. The Contractor shall, in particular, comply with the provisions of the EU chemicals regulation REACH Regulation, as well as with its obligations under clause 0 above. If the Contractor has any concerns about the design or type of performance requested by the Customer, it shall so advise the Customer without undue delay in writing.

10.3 除欺诈意图外，缺陷索赔应在三年后失效，除非该项目已按照其习惯用途用于建筑物并导致该建筑物出现缺陷。时效期应从客户接受合同物品 (风险转移) 时开始。

Except in cases of fraudulent intent, claims for defects shall be time-barred after three years unless the item has been used for a building in accordance with its customary use and has caused this building to be defective. The limitation period shall commence upon acceptance of the contractual item by the Customer (transfer of risk).

10.4 在正常业务范围内可行的情况下，客户应在交付和验收货物后立即检查货物的数量和类型是否与采购订单相符，以及是否存在运输过程中造成的任何外部可见损坏。

To the extent feasible within the ordinary course of business, the Customer shall check without undue delay after the delivery and acceptance of the goods whether quantity and type correspond to the purchase order and whether any externally visible damage sustained in transit exists.

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10.5 如果在这些检查期间或之后发现缺陷，客户应在检查到明显缺陷后的 5（五）个工作日内和发现隐性缺陷后的 14（十四）天内，在正常业务过程中可行的范围内，立即通知承包方这一事实。

If a defect is discovered during these checks or later, the Customer shall notify the Contractor of this fact without undue delay, within 5 (five) working days after the check for obvious defects and within 14 (fourteen) days after the discovery for hidden defects, to the extent that this is feasible within the ordinary course of business.

10.6 在批量交付的情况下，客户只有义务进行随机检查。如果这些检查表明随机样品的大部分不符合合同或法定要求，则客户没有义务进行进一步检查，并有权拒绝整批交付。如果货物是化学品，则只能在客户的实验室进行随机检查。拒绝交货并不构成解除合同的通知。

In the event of bulk deliveries, the Customer shall only be obliged to carry out random checks. If these checks show that significant portions of the random samples do not meet the contractual or statutory requirements, the Customer shall not be obliged to carry out further checks and shall have the right to reject the entire delivery. If the goods are chemicals, only a random check in the Customer's laboratories shall be conducted. The rejection of the delivery does not constitute notice to rescind the contract.

10.7 如果货物存在缺陷，客户可以在不影响其对缺陷的法定索赔的情况下，要求承包方对缺陷进行补救，或者根据客户的选择，通过后续履约方式交付无缺陷的货物。承包方应承担后续履约所需的一切费用。

If the goods contain defects, the Customer may, without prejudice to its statutory claims for defects, demand that the Contractor remedy the defects or, at the Customer's option, that it deliver goods which are free from defects by way of subsequent performance. The Contractor shall bear all the necessary expenses for subsequent performance.

10.8 承包方应承担与缺陷的识别和纠正有关的所有费用，尤其是检查费用、拆卸或拆除和安装费用、运输、人工和材料费用以及差旅费。这也适用于因合同物品被运至目的地以外的地方而导致费用增加的情况。即使事实证明没有缺陷，承包方也应承担这些必要的费用。上述情况不影响客户在无正当理由要求补救缺陷的情况下的损害赔偿赔偿责任；但是仅当客户承认或因重大疏忽未能承认不存在缺陷时，客户才应在这方面承担责任。

The Contractor shall bear all expenses incurred in connection with the identification and correction of defects, in particular, the cost of examinations, disassembly or removal and installation costs, transport, travel, labour and materials costs and travelling expenses. This shall also apply to the extent that the expenses increase as a result of the fact that the contractual item has been taken to a place other than the place of destination. The Contractor shall bear these necessary expenses even if it turns out that there was actually no defect. The above shall not affect the Customer's liability for damages in

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the event of unjustified requests to remedy defects; however, the Customer shall only be liable in this respect if the Customer recognised or was grossly negligent in failing to recognise that there was no defect.

- 10.9 如果承包方未能在客户规定的合理期限内履行其保修义务，客户可自行或由第三方采取必要措施，费用和 risk 由承包方承担，但不影响承包方的保修义务。在紧急情况下，客户可在与承包方协商后，直接自行或由第三方进行维修，费用由承包方承担。

If the Contractor culpably fails to perform its warranty obligation within a reasonable period of time set by the Customer, the Customer may take the necessary measures itself or have them taken by third parties at the expense and risk of the Contractor, without prejudice to the Contractor's warranty obligation. In case of urgency, the Customer may, upon consultation with the Contractor, carry out the repairs directly itself or have them carried out by a third party at the Contractor's expense.

- 10.10 客户或客户委托的第三方可在未事先咨询的情况下采取措施补救轻微缺陷，防止客户或第三方遭受过大损坏或操作安全风险，费用由承包方承担。客户应立即通知承包方此类措施的原因、类型和范围。这不应影响承包方的保修义务。

Measures to remedy minor defects, to prevent disproportionately large damage or to prevent risks to operational safety on the part of the Customer or third parties may be taken by the Customer or by a third party commissioned by the Customer at the Contractor's expense without prior consultation. The Customer shall promptly notify the Contractor of the reasons for and the type and scope of such measures. This shall not affect the Contractor's warranty obligation.

- 10.11 对于客户或最终客户在缺陷存在和/或缺陷纠正期间无法使用的交付或部分交付，保修期应延长使用中断的持续时间。如果承包方通过替换交付履行其后续履约义务，则在接受这些货物时，作为替换交付的货物的时效期限应重新开始。

For deliveries or parts of deliveries that cannot be used by the Customer or the end customer while the defect exists and/or during the correction of the defect, the warranty period shall be extended by the duration of the interruption of use. If the Contractor fulfils its subsequent performance obligation by making a replacement delivery, the limitation period shall commence anew for the goods delivered as a replacement upon acceptance of these goods.

- 10.12 如果承包方供应需要备件的货物，则承包方有义务在时效期限届满后再向客户提供 10 年所需的备件、附件和工具。如果承包方打算在上述 10 年期限届满后停止供应此类货物的备件，承包方有义务立即以书面形式通知客户其意图并给予客户最后一次采购的机会。

If the Contractor supplies goods for which spare parts are needed, the Contractor shall be obliged to supply the Customer upon expiry of the limitation period for another 10 years with the required spare

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parts, accessories and tools. If the Contractor intends to discontinue the supply of spare parts for such goods upon expiry of the aforesaid 10-year period, the Contractor shall be obliged to inform the Customer promptly in writing of its intention and give the Customer the opportunity to place one last purchase order.

- 10.13 承包方应及时回复有关货物的缺陷通知和投诉，并在 48 小时内提供初步声明。应客户要求，承包方应向客户提供承包方进行的故障分析（如有）的结果。如果承包方在合理期限内未遵守此类要求，客户应有权进行或已经进行自己的故障分析，费用由承包方承担。

The Contractor shall respond to notices of defects and complaints about goods without undue delay and provide an initial statement within 48 hours. At the Customer's request, the Contractor shall provide the Customer with the findings of the fault analysis (if any) carried out by the Contractor. If the Contractor does not comply with such a request within a reasonable period of time, the Customer shall have the right to carry out, or have carried out, its own fault analysis at the Contractor's expense.

- 10.14 承包方应在不无故拖延且不等待请求的情况下，将用于制造合同货物的加工材料的成分或履行其交付的任何变化通知客户。所有更改均需获得客户的书面同意。承包方有义务立即通知客户与供应合同货物和服务有关的任何侵权风险或已知的侵权案件，并通过双方协议与客户一起抵制这方面的任何索赔。

The Contractor shall, without undue delay and without waiting for a request, notify the Customer of any changes in the composition of the materials processed for the manufacture of the contractual goods or in the performance of its deliveries. All changes shall require the written consent of the Customer. The Contractor shall be obliged to notify the Customer without undue delay of any risks of infringement or cases of infringement that become known in connection with the supply of the contractual goods and services and counteract any claims in this respect together with the Customer by mutual agreement.

11. 产品责任 / Product Liability

- 11.1 即使客户知道存在缺陷，对所提供货物的验收和/或对其收据的确认也不应解除承包方的保修义务。工程验收应比照适用。

The acceptance of goods supplied and/or the acknowledgement of their receipt shall not relieve the Contractor of its warranty obligations, even if the Customer was aware of a defect. The same shall apply mutatis mutandis to the acceptance of works.

- 11.2 如果客户因承包方交付的服务的缺陷或产品的缺陷而被第三方追责并由此产生赔偿义务的，承包方应赔偿客户由此产生的所有索赔，并积极支持客户针对此类索赔进行辩护。为此，承包方应从客户收货之日起将与交付相关的所有记录和文件保存至少 5（五）年，并在客户要求时立即将其交付给客户。此外，客户有权要求承包方赔偿客户遭受的损失，包括合理的法律费用。此类损害还应包括预防性的产品

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召回费用，只要客户在对所有情况进行适当评估后认为产品召回适合保护其客户或外部第三方。如果承包方根据官方命令或为了避免产品用户或外部第三方的生命和身体危险而进行产品召回的，即使在保修期到期后，承包方也应向客户赔偿此类产品召回的费用。

To the extent that the Customer is held liable by third parties due to a defect or a product defect of the item delivered by the Contractor which gives rise to an obligation to provide compensation, the Contractor shall indemnify the Customer against all resulting claims and actively support the Customer in the defence against such claims. To this end, the Contractor shall store all records and documents relating to the delivery for a minimum period of 5 (five) years from the receipt of the delivery by the Customer and deliver them to the Customer at the first request of the latter. Furthermore, the Customer shall have the right to claim compensation from the Contractor for the damage suffered by the Customer, including reasonable legal costs. Such damage shall also include the cost of a precautionary product recall, to the extent that the Customer considers the product recall to be appropriate for the protection of its customers or external third parties after a due assessment of all circumstances. The Contractor shall reimburse the Customer for the cost of such a product recall even after the expiry of the warranty period if the Contractor carries out the product recall on the basis of an official order or in order to avert danger to life and limb of the users of the product or external third parties.

12. 使用权、第三方权利 / Rights of Use, Third-Party Rights

12.1 在包括软件的交付或服务范围内，除非另有明确书面约定，否则承包方应至少授予客户非排他性的、可转让的、不受时间、内容和地理范围限制的权利以使用该软件和相关文档，以及任何更新、升级或其他进一步的开发。如果承包方的版权在过程中得到保护，客户则有权授予分包许可。承包方有义务在进行交付或提供相关服务之前，使用当前常用的防病毒程序检查软件是否存在病毒、特洛伊木马和类似的恶意软件或漏洞。

To the extent that the delivery or service includes software, the Contractor shall, unless expressly otherwise agreed in writing, grant the Customer at least a non-exclusive, transferable right, unlimited in time, content and geographic scope, to use the software and the pertinent documentation, as well as any updates, upgrades or other further developments. The Customer shall have the right to grant sub-licences to the extent that the Contractor's copyright is safeguarded in the process. The Contractor shall be obliged to check the software for viruses, Trojan horses and similar malware or bugs using current, customary anti-virus programmes before carrying out the delivery or providing the relevant services.

12.2 如果根据合同使用交付物品或与其他物品结合使用或相互作用而需支付任何许可费的，这些费用均应由承包方承担。

To the extent that any licence fees are payable for using the delivery item in accordance with the

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contract, also in combination or interaction with other items, these fees shall be borne by the Contractor.

12.3 承包方保证其交付的物品不受第三方权利的约束，并且其交付或使用以及与其他物品的组合或交互均按合同要求进行，不会侵犯任何第三方的任何专利或其他工业产权。

The Contractor guarantees that the items delivered by it are free from third-party rights and that their delivery or their use in accordance with the contract, also in combination or interaction with other items, does not infringe any patents or other industrial property rights of any third parties.

12.4 如果承包方提供的商品或服务侵犯了第三方的任何专利权或其他工业产权，承包方有义务通过获取相关权利或在客户可接受的范围内通过修改交付项或交付变更后的项目以确保侵权行为不再存在。

If the goods or services supplied by the Contractor infringe any patents or other industrial property rights of third parties, the Contractor shall be obliged to ensure that the infringement no longer exists by procuring the relevant rights or – insofar as it is acceptable for the Customer – by modifying the delivery item or delivering an altered delivery item.

12.5 尽管有上述第 12.4 条的规定，承包方有义务保护客户免于因侵犯专利权或其他工业产权而产生的任何索赔，以及免于与这些索赔相关的费用，并承担客户因此最终产生的所有费用。如果客户在未经承包方同意的情况下与第三方就该第三方的索赔达成任何协议，尤其是妥协协议，或者承包方并不对工业产权侵权负责的，则承包方不存在此义务。承包方应在合理预期范围内向客户提供辩护所需的所有信息和记录，不得无故拖延并免费提供。此外，在客户的要求下，承包方应尽最大努力协助客户对他人主张的索赔进行辩护。承包方有义务立即通知客户任何已知的侵权风险或涉嫌侵权的风险，并通过双方协议与客户一起抵制来自这些方面的任何索赔。

Notwithstanding clause 12.4 above, the Contractor shall be obliged to indemnify the Customer against any claims for infringement of patents or other industrial property rights, as well as against the expenses incurred in connection with these claims, and bear all costs incurred by the Customer as a result thereof. This obligation shall not exist to the extent that the Customer makes any agreements with the third party in relation to this third party's claims, in particular a compromise, without the Contractor's consent or that the Contractor is not responsible for the industrial property right infringement. The Contractor shall provide the Customer with all the information and records needed for the defence without undue delay and free of charge, to the extent that the Contractor can reasonably be expected to do so. Furthermore, at the Customer's request, the Contractor shall use its best endeavours to support the Customer in the defence against the asserted claims. The Contractor shall be obliged to notify the Customer without undue delay of any risks of infringement of rights or alleged infringements of rights that become known and counteract any claims in this respect together with the Customer by mutual agreement.

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13. 出口管制和海关条例 / Export Control and Customs

13.1 承包方承诺在进行合法交易时遵守所有相关的出口管制和海关条例。这也尤其适用于承包方从其自己的供应商处购买要供应给客户的货物，或使用从此类供应商处购买任何零件或原材料来制造货物的情况。

The Contractor undertakes to observe and comply with all relevant export control and customs regulations when carrying out the legal transaction. This shall also and in particular apply in the event that the Contractor purchases the goods to be supplied to the Customer from its own suppliers, or that it uses any parts or raw materials purchased from such suppliers for the manufacture of the goods.

13.2 在具有法律效力的合法交易发生之前，承包方有义务告知客户在中国的出口管制和海关条例下与承包方将提供的货物有关的任何进出口限制，尤其是有获得进出口禁令的执照和许可证以及承包方货物原产国的出口管制和海关条例的义务，为此，承包方应至少提供以下信息：

Before the legal transaction is entered into with legal effect, the Contractor shall be obliged to inform the Customer of any import or export restrictions in relation to the goods that are to be supplied by the Contractor, in particular of any obligations to obtain a licence or a permit or of import or export bans, under Chinese export control and customs regulations, as well as of the export control and customs regulations of the country of origin of the Contractor's goods. To this end, the Contractor shall provide at least the following information:

- 适用出口管制条例下的类似产品编号，特别是根据现有禁运条例；
- 其货物及其零件的贸易原产地，包括技术和软件；
- 其商品的统计编码（HS 代码）；
- 其公司的联系人，可以联系他以澄清客户的任何疑问。
- comparable item numbers pursuant to applicable export control regulations, in particular under existing embargo regulations;
- the trade origin of its goods and their components, including technology and software;
- the statistical goods code (HS code) of its goods;
- a contact person in its company who can be contacted to clarify any queries from the Customer.

若客户有要求，承包方则有义务以书面形式向客户提供与其货物及其组件有关的所有进一步的外贸数据，并在没有无故延误的情况下另外以书面形式通知客户上述数据的所有变化（即使在相关货物交付之后）。

At the Customer's request, the Contractor shall be obliged to provide all further foreign trade data in relation to its goods and their components to the Customer in writing and to additionally inform the Customer of all changes in the above data in writing without undue delay (even after the delivery of the goods concerned).

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13.3 如果承包方违反上述第 13.1 条和第 13.2 条中提及的任何规定，因此客户因此无法转售订购的或已供应的货物（以及，如果适用，进一步加工），客户可以解除合同并要求赔偿由此造成的所有损失。

If the Contractor violates any of the provisions referred to in clauses 13.1 and 13.2 above and the Customer is, therefore, unable to resell the goods ordered or already supplied (and, if applicable, further processed), the Customer may rescind the contract and claim compensation for all resulting damage.

13.4 如果由于承包方违反上述第 13.1 条和第 13.2 条中提及的任何规定、客户因此被第三方追责的，客户也可以发出通知解除合同。此外承包方有义务就第三方因承包方违规而对客户提出的所有索赔向客户进行赔偿，并就此类索赔造成的任何损害赔偿客户。

If the Contractor violates any of the provisions referred to in clauses 13.1 and 13.2 above and the Customer is, therefore, held liable by a third party, the Customer may also give notice to rescind the contract. The Contractor shall additionally be obliged to indemnify the Customer against all claims asserted against the Customer by third parties as a result of the Contractor's violation and compensate the Customer for any damage resulting from such claims.

13.5 如果承包方违反了上述第 13.1 条和第 13.2 条中所述的任何规定，并且客户或为客户工作的个人因此被追究刑事或行政责任的，则应比照适用上述第 13.4 条的规定。

The provisions of clause 13.4 above shall apply mutatis mutandis in the event that the Contractor violates any of the provisions referred to in clauses 13.1 and 13.2 above and the Customer or individual persons who work for the Customer are, therefore, held responsible for a criminal or administrative offence.

13.6 在合同签订后，如果由于对外贸易限制（例如禁运或禁运加强）的生效导致客户无法转售订购的或已经供应的货物（以及，如果适用，进一步加工），客户可以发出通知解除合同。

If it becomes impossible for the Customer to resell the goods ordered or already supplied (and, if applicable, further processed) as a result of a restriction on foreign trade (e.g. an embargo or the tightening of an embargo) that comes into effect after the contract has been entered into, the Customer may give notice to rescind the contract.

14. 社会责任和环境保护 / Social Responsibility and Protection of the Environment

承包方承诺遵守有关员工关怀、环境保护和工作安全的相关规定，并致力于减少其活动对人类和环境的长期影响。为此，承包方应实施适当的管理体系（例如根据 ISO 14001）并尽可能进一步发展该体系。此外，承包方应遵守联合国全球契约倡议的原则。这些原则主要涉及保护国际人权、劳资谈判权、消除强迫劳动和废除童工、消除就业和职业歧视、环境责任和预防腐败。有关联合国全球契约倡议的更多信息，请访问 www.unglobalcompact.org。

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The Contractor undertakes to comply with the respective regulations on how to deal with employees, on the protection of the environment and on safety at work and to work towards reducing the long-term effects of its activities on human beings and the environment. To this end, the Contractor shall implement a suitable management system (e.g. according to ISO 14001) and further develop such system, as far as possible. Furthermore, the Contractor shall observe the principles of the Global Compact initiative of the United Nations. These principles essentially concern the protection of international human rights, the right to collective bargaining, the elimination of forced and compulsory labour and the abolition of child labour, the elimination of discrimination in employment and occupation, environmental responsibility and the prevention of corruption. Further information about the UN Global Compact initiative is available at www.unglobalcompact.org.

15. 遵守 / Compliance

15.1 承包方特此确认，向客户提供商品和/或服务的过程中将遵守相应适用法律体系的所有相关法律，特别是刑事、反垄断、社会保障和行政违法领域的法律，以及关于最低工资和避免使用童工有关的法律。The Contractor hereby confirms that it complies with all relevant laws of the respective applicable legal systems, in particular those from the areas of criminal, antitrust, social security and administrative offences law and those regarding minimum wages and the avoidance of child labour, in connection with the supply of the goods and/or services to the Customer.

15.2 承包方确认其遵守特别是相关的反腐败法律法规，并且不会为了获得客户的订单而向客户的员工或其家人提供任何财务或其他礼物。将来承包方也不会参与任何此类活动。

The Contractor confirms that it complies in particular with the relevant anti-corruption laws and regulations and that it does not make any financial or other gifts to employees of the Customer or their family members for the purpose of obtaining orders from the Customer. The Contractor will not engage in any such practices in the future, either.

15.3 承包方确认其在适用的范围内符合承包方所在国的法定工资要求。

The Contractor confirms that it fulfils the statutory wage requirements of the contractor's country.

15.4 承包方有义务要求其分包商和供应商遵守上述第 15.1 至 15.3 条的规定。

The Contractor shall be obliged to require its subcontractors and suppliers to comply with the provisions set out in clauses 15.1 to 15.3 above.

15.5 如果承包方违反上述第 15.1 条至第 15.4 条中的任何规定，客户可根据法定规定解除或终止其与承包方的合同，停止所有合同谈判，要求赔偿损失，并要求对第三方可能向客户提出的任何索赔进行赔偿。

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If the Contractor violates any of the provisions set out in clauses 15.1 to 15.4 above, the Customer may, in accordance with the statutory provisions, rescind or terminate its contracts with the Contractor, discontinue all contract negotiations and claim damages and demand to be indemnified against any claims which third parties may assert against the Customer.

16. 不可抗力 / Force Majeure

16.1 如果以下第 16.2 条含义内的不可抗力使得客户无法履行其合同义务，特别是无法接受货物，则客户应在障碍期间和合理的启动期内免除其履行义务，而无需对承包方的损害承担责任。这也同样适用于当出现客户无需责任的不可预见的情况，特别是由于因流行病（尤其是 COVID-19 流行病）、能源短缺、缺乏交通工具、停电、电信连接故障或重大运营中断而引发的官方措施（无论是否合法）、官方命令、措施或措施，而使得客户难以或暂时无法履行其义务的情况。

If force majeure within the meaning of clause 16.2 below prevents the Customer from performing its contractual obligations, in particular from accepting the goods, the Customer shall be released from its obligation to perform for the duration of the impediment and a reasonable start-up period without being liable to the Contractor for damages. The same shall apply if it is unreasonably difficult or temporarily impossible for the Customer to perform its obligations as a result of unforeseeable circumstances for which the Customer is not responsible, in particular as a result of official measures (regardless of whether they are lawful), official orders, measures or restrictions due to an epidemic (in particular, the COVID-19 epidemic), energy shortage, lack of means of transport, power outage, failure of telecommunication connections or significant operational disruptions.

16.2 不可抗力是指所有不受当事人意愿和影响的不寻常的、不可预见的事件，特别是自然灾害、恐怖袭击、政治动荡、流行病、官方措施、封锁、破坏、禁运、罢工、停工和其他形式的劳工行动。

Force majeure means all unusual, unforeseeable events that are independent of the parties' will and influence, in particular, natural disasters, terrorist attacks, political unrest, epidemics, official measures, blockades, sabotage, embargoes, strike, lockout and other forms of industrial action.

16.3 客户应立即将发生的事件通知承包方。

The Customer shall promptly inform the Contractor of the events that have occurred.

16.4 如果上述第 16.1 条所指的障碍持续超过两个月，并且由于该障碍导致客户不再对履行合同感兴趣的，客户有权解除合同。应承包方的要求，客户应在上述期限届满后声明是否行使解除合同的权利或是否在合理期限内接受货物。

The Customer shall have the right to rescind the contract if an impediment within the meaning of clause 16.1 above lasts longer than two months and if, as a result of such impediment, the fulfilment of

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the contract is no longer of interest to the Customer. At the request of the Contractor, the Customer shall declare after the expiry of the aforesaid time period whether it makes use of its right to rescind the contract or whether it will accept the goods within a reasonable period of time.

17. 质量保证和质量控制/ Quality Assurance and Quality Control

17.1 承包方应建立类型和范围合适、最先进的质量管理体系，并至少根据 ISO-9001 和/或 ISO/TS 16949（如适用）以及 FSSC 22000 进行认证，并应根据要求向客户提供证明。承包方应定期保存其进行的质量检查的记录，并应客户要求在规定时间内将这些记录提供给客户。如果客户认为有必要，承包方应与客户签订相应的质量保证协议。

The Contractor shall have in place a quality management system that is suitable in terms of type and scope, is state-of-the-art and has at least been certified according to ISO-9001 and/or, to the extent applicable, ISO/TS 16949 as well as according to FSSC 22000 and shall provide the Customer with proof thereof upon request. The Contractor shall regularly keep records of the quality checks carried out by it and make these records available to the Customer at short notice upon request. If deemed necessary by the Customer, the Contractor shall enter into a corresponding quality assurance agreement with the Customer.

17.2 如果作为验收程序的一部分对货物进行特殊质量控制，验收程序的人员费用应由客户承担，验收程序所用材料和设备的费用应由承包方承担，除非另有书面约定。

If a special quality control is to be carried out for the goods as part of the acceptance procedure, the personnel costs of the acceptance procedure shall be borne by the Customer and the cost of the materials and equipment used for the acceptance procedure shall be borne by the Contractor, unless otherwise agreed in writing.

17.3 如果由于发现缺陷而需要进行进一步的质量控制，则进一步控制的人员费用也应由承包方承担。如果货物未在上文第 17.2 条所述质量控制规定的日期提交给质量人员，则同样适用。

If it becomes necessary to carry out a further quality control as a result of defects found, the personnel costs of this further control shall also be borne by the Contractor. The same shall apply if the goods are not presented to the quality officer on the date set for the quality control referred to in clause 17.2 above.

17.4 在事先与承包方达成协议后，客户可以在承包方的营业场所进行质量审核，除非另有约定否则费用由客户自理。

Upon prior agreement with the Contractor, the Customer may – at its own expense, to the extent not otherwise agreed – carry out quality audits at the Contractor's places of business.

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18. 保密 / Confidentiality

18.1 各方有义务将从另一方直接或间接收到的所有信息、数据、记录和其他手段、或作为履行合同的一部分，无论是口头、书面、电子或任何其他方式，或在此情况下获得的（“保密信息”）仅用于履行合同义务，并将此类机密信息视为严格机密，实施适当的安全措施以保护机密信息，特别是不将此类机密信息提供给未经授权的第三方。机密信息尤其包括计算机应用程序、文件化工作流程和其他专有技术。

Each party shall be obliged to use all information, data, records and other means received from the other party directly or indirectly or as part of the performance of the contract, whether orally, in writing, electronically or in any other manner, or otherwise obtained in this context (“Confidential Information”) exclusively for the performance of its obligations, to treat such Confidential Information as strictly confidential, to implement appropriate security measures to protect the Confidential Information and, in particular, not to make such Confidential Information available to unauthorised third parties. The Confidential Information shall also and in particular include computer applications, documented work processes and other know-how.

18.2 但是，上述义务不适用于以下情况：

However, the aforesaid obligation shall not apply to information that:

a) 在各方提供时已经在公共领域（即任何第三方都可以轻松获取），或在提供后进入公共领域而没有违反任何保密义务，特别是本条款 18 下的保密义务、且不违反本采购条款或合同项下的任何义务；或者

is already in the public domain (i.e. easily accessible to any third party) at the time it is provided by the parties, or has come into the public domain after it was provided without breach of any duties of confidentiality, in particular those under this clause **Fehler! Verweisquelle konnte nicht gefunden werden.**, and without violation of any obligations under these Conditions of Purchase or the contract; or

b) 可以证明的，在提供时已为当事人所知；或者

was already known to the parties at the time it was provided, as can be proven; or

c) 当事人根据官方命令或法定义务要求披露的信息，但要求披露信息的一方已提前向另一方通知信息将被披露，并给予其机会以其他方式确保履行命令或职责。

is required to be disclosed by the parties based on an official order or a statutory duty, provided that the party required to make the disclosure has provided the other party with advance notice of the disclosure and has given it the opportunity to otherwise ensure the fulfilment of the order or duty.

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18.3 合同终止后，双方应有序地归还与供应商品和/或服务有关的或从对方或第三方收到的或以其他方式获得的所有保密信息，包括其任何副本。如果保密信息采用电子格式，则必须在交付副本后彻底删除。在销毁或删除保密信息的情况下，根据另一方的要求对保密信息的销毁必须以书面形式进行确认。

Upon termination of the contract, the parties shall return all Confidential Information generated in connection with the supply of goods and/or services or received from the respective other party or from third parties or otherwise obtained, including any copies made thereof, in an orderly manner. If the Confidential Information is in an electronic format, it must be irretrievably deleted upon delivery of a copy. In the event of destruction or deletion, the destruction of the Confidential Information must be confirmed in writing at the request of the respective other party.

18.4 承包方明确声明，其将对其代表（尤其是其员工和供应商）犯下的任何应受谴责的违规行为负责。双方应以书面形式要求参与履行合同的所有员工和供应商在雇佣法允许的范围内按照本协议整个第 18 条的规定进行保密，即使他们的雇佣关系已经结束。此外，双方应仅向为履行合同而需要了解保密信息的员工和供应商披露保密信息。承包方明确声明，其将对其代表(特别是其雇员和供应商)的任何违规行为承担责任。承包方特别承诺仅将客户的记录和材料用于客户的目的，并仅在客户允许的范围内使用，未经客户事先书面同意，不得复制或提供给第三方。

All employees and suppliers involved in the performance of the contract shall be required by the parties in writing to maintain confidentiality in accordance with this entire clause 18 even after their employment has ended, to the extent permitted under employment law. In addition, the parties shall disclose the Confidential Information only to employees and suppliers who need to know the Confidential Information for the performance of the contract. The Contractor expressly declares that it will take responsibility for any culpable violation committed by its representatives (in particular, its employees and suppliers). The Contractor undertakes, in particular, to use the Customer's records and materials exclusively for the Customer's purposes and exclusively to the extent permitted by the Customer and not to reproduce them or make them available to third parties without the Customer's prior written consent.

18.5 承包方只有在获得客户事先书面同意后才能提及其与客户的业务关系。承包方无权使用客户的任何商品名称、标志或商标。

The Contractor may only refer to its business relationship with the Customer after obtaining the Customer's prior written consent. The Contractor is not authorised to use any trade names, logos or trademarks of the Customer.

18.6 禁止承包方在交易会上展示和/或向第三方提供专门为客户制造或加工的任何交付物品。

The Contractor shall be prohibited from presenting at trade fairs and/or making available to third parties any delivery items manufactured or processed specifically for the Customer.

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18.7 整个第 18 条下的所有义务应在合同终止后继续有效。

All obligations under this entire clause 18 shall survive the termination of the contract.

18.8 承包方保证承包方提供的货物和/或服务不侵犯第三方的任何工业产权或版权。 如果发生相应的侵权行为，承包方应在客户第一次提出要求时就任何第三方索赔向客户进行赔偿，并赔偿客户因客户承担责任而遭受或产生的所有损害和费用。

The Contractor warrants that the supply of goods and/or services by the Contractor does not infringe any industrial property rights or copyrights of third parties. In the event of a corresponding culpable infringement of rights, the Contractor shall indemnify the Customer at its first request against any third-party claims and compensate the Customer for all damage and expenses suffered or incurred as a result of the Customer being held liable.

19. 适用法律、管辖地、履行地 / **Governing Law, Place of Jurisdiction, Place of Fulfilment**

19.1 本采购条款以及承包方与客户之间的全部法律关系应受中华人民共和国民法典的管辖。

These Conditions of Purchase and the entire legal relations between Contractor and Customer shall be governed by the Civil Code of the People's Republic of China.

19.2 对于由本合同关系直接或间接引起或与之相关的所有争议，客户在中国的营业地-苏州应为专属管辖地，也是国际专属管辖地。然而客户也可以在承包方的管辖地或任何其他允许的管辖地起诉承包方。

the Customer's place of business in P.R.China, Suzhou, shall be the exclusive place of jurisdiction, also the exclusive international place of jurisdiction, for all disputes arising directly or indirectly out of or in connection with this contractual relationship. However, the Customer may also sue the Contractor at the Contractor's place of jurisdiction or at any other permitted place of jurisdiction.

19.3 承包方和客户应履行的所有义务的履行地点应为客户在中国苏州的营业地点。

The place of fulfilment for all obligations that are to be performed by the Contractor and the Customer shall be the Customer's place of business in Suzhou, P.R.China.

20. 可分割性 / **Severability**

如果本采购条款或承包方与客户之间达成的其他协议的任何条款或任何条款的任何部分违反任何法律规定或因其他原因而无效或不可实施时，其他剩余条款或协议继续有效。在这种情况下，双方有义务将无效或不可实施的条款替换为最符合双方签订合同时经济效果的条款。当合同中有漏项时也参照此条款。

Should any provision, or any part of any provision, of these Conditions of Purchase or of other

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agreements made between Contractor and Customer violate any provisions of law or be or become invalid or impracticable on other grounds, this shall not affect the validity of the remaining provisions or agreements. In this case, the parties shall be obliged to replace the invalid or impracticable provision with such provision as comes closest to what the contracting parties wanted in economic terms when entering into the contract. The same shall apply mutatis mutandis if there is a gap in the contract.

21. 语言 / Language

本通用采购条款的中、英文版本具有同等效力。若两种语言版本存在不一致，以中文版为准。

Both Chinese and English versions of this general terms and conditions of purchase shall be equal binding force. In case of discrepancy between the two language versions, Chinese version shall prevail.

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