

§ 1 General – Scope**一、总则-适用范围**

- Dürr China General Terms and Conditions of Purchase (“DGTC”) shall fully apply to all orders entered into with the Supplier. The Supplier has reviewed DGTC as prompted at the time of signing the order, and agrees that the actual supply of the goods represents the Supplier's acceptance of DGTC. Dürr does not acknowledge any conflicting or deviating terms and conditions of the Supplier unless Dürr has expressly agreed in writing to his application. In the event that the terms of the contract with the Supplier are in conflict with or deviate from DGTC, DGTC shall also apply to the unreserved part of the Supplier.
杜尔中国采购基本条款与条件 (“本条款”) 将完全适用于与供应商订立的每一订单; 供应商签订订单时已按提示审阅了本条款, 且同意实际提供货物亦代表供应商对本条款的接受。除非杜尔以书面形式明确同意供应商的特殊申请, 否则将不予认可任何与本条款相冲突或背离的条件。在与供应商的合同条款中有与杜尔采购基本条款相冲突或背离的情况下, 本采购基本条款亦适用于供应商无保留的部分。
- Any correspondence shall be conducted with Dürr's purchase department placing the order. Any arrangements from other departments require the express written confirmation by the purchase department placing the order to become valid.
任何相关的需求都应通过杜尔采购部门签订的订单予以实现。任何来自于其他部门相关或特殊的需求都需得到杜尔采购部门明确的书面确认方可生效。
- The DGTC shall only apply to transactions of a commercial nature.
本条款应当仅适用于具备商业性质的交易往来。

§ 2 Order – Order Documents**二、订单条款**

- If Dürr fails to receive a written commitment from the Supplier within two weeks after the Supplier accepts Dürr's order, Dürr is entitled to cancel the order.
如果供应商在收到杜尔的订单后两周内杜尔未收到对方书面承诺, 杜尔有权取消订单。
- Dürr reserves the ownership rights and copyrights to depictions, drawings, calculations, software and other documents; they may not be made accessible to a third party without Dürr's prior written consent; they may solely be used for production based on Dürr's order and shall be returned to Dürr automatically after the order has been processed or upon Dürr's request without undue delay; they shall be kept secret from a third party; to such extent, the provision in § 10 (3) hereof shall apply in supplement.
杜尔保留对描述、图纸、计算、软件和其他文件的所有权及版权; 未经杜尔事先的书面同意, 不得让第三者查阅此类信息; 此类信息仅可用于根据双方签订的合同而进行的生产, 并应在订单完成后或根据杜尔方的要求主动归还此类信息, 不得无故拖延; 供应商应对第三方保密此类信息。在此基础上, 本条款的第 10 条第 (3) 项规定作为补充要求同样适用于该条款。

§ 3 Prices – Terms of Payment**三、价格-付款条款**

- The price stated in Dürr's order is binding. Unless otherwise agreed, the price shall include the costs of carriage, the costs to receive the goods at the place determined in Dürr's order and the costs of appropriate packaging. The return of packaging material is subject to separate agreement.
杜尔订单中所注明的价格均具有法律约束力。除非另有约定, 价格应包括运费、交货至杜尔订单中规定地点的费用以及适当包装的费用。包装材料的退货应另行约定。
- Supplier shall bear all accruing customs, taxes, duties and other importation costs arising from the order.
供应商应承担因订单而产生的所有的关税、税金及其他进口成本。
- Prices are exclusive of statutory value-added tax.
价格不含规定的法定增值税部分。
- Dürr is only obligated to pay for the invoices which indicate the order number shown in the invoice; the Supplier shall be responsible for all consequences arising from the failure or erroneous performance of invoicing obligations, unless the Supplier can prove his non-liability for these consequences.
杜尔只对标明有对应订单号的发票有付款义务; 供应商应承担因未能履行或错误履行开票义务而产生的所有后果, 除非供应商能提供他对这些后果并不负有责任的证明。
- Dürr is entitled to rights of set-off and retention to the extent provided by law.
杜尔在法律规定的范围内有抵销和保留权。
- The Supplier is not entitled to assign his receivables against Dürr to a third party or to have them collected by a third party.
供应商无权将其对杜尔的应收账款转让给第三方或转由第三方收取订单货款。
- The Supplier is only entitled to set-off claims against Dürr or to assert a right of retention if and to the extent the claims are uncontested or the counterclaim has been finally adjudicated.
供应商只有在在其索赔无异议或反索赔得到最终裁决的情况下, 才有权向杜尔抵消索赔或主张保留权。

§ 4 Delivery**四、交货条款**

- The periods and/or dates indicated in the order are binding.
订单中注明的期间和/或日期均具有法律约束力。
- The Supplier shall inform Dürr in writing form without undue delay when circumstances arise or the Supplier becomes aware of circumstances from which follow his failure to

comply with the agreed periods and/or dates. The agreed periods and/or dates shall not be extended by such information.

当紧急情况出现时或当供应商意识到由于未能遵守约定的期限和/或日期而导致的拖延的情况发生时, 供应商应以书面形式通知杜尔, 不得无故拖延。且商定的期间和/或日期不得因此类情况而延长。

- If the Supplier delays in performing his contractual obligations, Dürr is entitled to reserve the rights of relief provided by law and agreed upon in the contract. In particular, Dürr is, after unsuccessful expiration of a reasonable grace period, entitled to claim damages and to choose to terminate the contract in addition to continuing to perform the obligation of delivery. If Dürr claims damages, the Supplier is entitled to prove his non-liability for the breach of duty.

如果供应商迟延履行合同义务, 杜尔有权行使法律规定及合同约定的救济权利。特别是, 在合理宽限期届满后, 除要求继续履行交付外杜尔有权要求供应商赔偿损失, 并同时有权选择解除合同。如果杜尔要求违约赔偿, 供应商有证据证明其对违约事实不负有责任。

- Early deliveries or partial deliveries may only be made upon Dürr's prior written consent. In the case of Dürr's prior written consent, the Supplier may deliver goods or parts in advance.

在杜尔书面同意的情况下, 供应商可以提前交货或部分交货。

§ 5 Transfer of Risk – Documents**五、货物的风险转移条款**

- Unless otherwise agreed in writing form, the Supplier is liable for any loss or damage and the risk of loss of the delivered goods until the goods are received and accepted by Dürr. Except for written agreement, in the case of Dürr's prior written consent, the Supplier bears the risk of loss of the goods until the goods are received and accepted by Dürr.
除非另有书面约定, 在杜尔收到并接受货物之前, 供应商承担其所交付货物的损毁及灭失风险。
- The Supplier shall exactly indicate Dürr's order number on all shipping documents and delivery notes; in the event the Supplier fails to comply with this obligation, Dürr is not liable for any delays in the order processing and payment of invoices caused by the fault of the Supplier.
供应商应在所有装运单据和送货单上准确标明杜尔的订单号; 如果供应商未能履行这一义务, 杜尔不承担因对方过错导致的任何订单处理和付款延迟的责任。

§ 6 Quality – Environmentally Sound Performance – Management System – Documentation**六、质量-环境友好-管理条款**

- Provided nothing to the contrary has been agreed, the Supplier shall always execute the deliveries and/or services in accordance with the latest state of technology and shall advise Dürr of any opportunities for improvements and technical modifications. The Supplier shall inform Dürr in good time prior to changes in production procedures or facilities, materials or supplied parts for the deliveries and/or services, relocations of production sites, furthermore of changes in quality assurance measures, particularly procedures or facilities for testing deliveries and/or services which have an effect on the ordered deliveries and/or services so that Dürr may examine whether the changes could have a negative consequence on Dürr. Depending on the nature and scope of the changes, Dürr will decide whether Dürr's approval is required. This obligation to inform is not applicable, when the Supplier, following a careful review, can verifiably rule out such negative consequences.
如果双方事先没有签订与该条款相反的约定, 供应商应始终按照最新的技术状态执行交货和/或服务, 并向杜尔提供任何可以改进和技术修正的地方。供应商应在以下情况发生之前及时的通知杜尔: 更改生产过程或设施、提供的材料或零件的交付和/或服务, 生产基地的搬迁, 或质量的保证措施发生变更, 特别是测试交付的程序或设施影响货物的交付和/或服务, (请及时通知) 以便杜尔可以检查该变化是否会对杜尔有负面的影响。根据更改的性质和范围, 杜尔会决定是否批准该变更。当供应商经过仔细审查, 证实可以排除更改带来的消极后果时, 前述的通知义务可不适用于该项规定。
- The Supplier shall, within the limits of the commercial and technical possibilities, provide the deliveries and/or services as well as the deliveries and/or services of a third party in an environmentally sound manner. An environmentally sound performance includes, but not limited to, the selection of environmentally sound materials and production procedures for the product design (e.g. low emission, low pollutant and low waste designs, as well as dismantling friendly designs), the use of environmentally friendly and recyclable lubricants and generally, solutions preserving the resources (e.g. with respect to the consumption of energy and materials).
供应商应在商业和技术可能性的范围内, 在安全无害于环境的方式下交付其及其第三方提供的货物或服务。环保友好应包括但不限于: 环保材料的选择、产品设计和生产过程 (如低排放、低污染和低浪费的设计, 以及拆除友好设计), 使用环保和可回收的润滑剂及一般意义上的保护资源的解决方案 (如对能源和原材料的消耗)。
- Provided nothing to the contrary has been agreed, the Supplier shall provide the deliveries and/or services in such manner that the entire delivery chain, including, but not limited to, development, design, manufacture, packaging, transport, installation, operation, cleaning, maintenance, repair and disposal are in compliance with the applicable statutory and governmental regulations, provisions, rules, guidelines, and other legal norms applicable at the place of production as well as at the place of use determined by Dürr, particularly those governing quality, environmental protection, industrial safety, transport safety and product safety.
如果双方事先没有达成与该条款相反的约定, 供应商应以整个交付链的方式提供交付和/或服务, 包括但不限于, 开发、设计、制造、包装、运输、安装、操作、清洁、维护、维修和处理均是符合遵守相关法定条款及政府法规、规定、规则、指南, 以及本公司确定适用于生产场所和使用场所的其他法律规范, 特别是有关质量、环境保护、工业安全、运输安全和产品安全的法律规范。
- The Supplier is obliged to judge and maintain the changes in the legal norms stated in § 6 (3) hereof. Changes in the legal norms having a direct or indirect impact on the deliveries and/or services shall be reported to Dürr without undue delay.
供应商有义务判断并维护本条款第 6 (3) 条中规定的法律规范的变化状况。如法律规范的变更对交付和/或服务有直接或间接影响的, 应立即向杜尔报告, 不得无故拖延。

5. To implement the requirements provided under § 6 (3) and (4) hereof, the Supplier shall install, apply and refine a suitable management system customary to the industry. The management system shall include the delivered goods and/or services of the sub-suppliers of the Supplier. If the Supplier maintains a certified management system (e.g. pursuant to ISO 9001, VDA 6.4, ISO 14001 or a comparable standard, each as amended from time to time), he shall regularly and on his own accord provide Dürer with the respective certificates, i.e. on the occasion of the first delivery as well as of any follow-up delivery, and of any update of the certificate.

6. Within the scope of his management system, the Supplier shall maintain an appropriate, documented quality assurance system. The Supplier shall design his quality assurance system in such a manner which always complies with the latest state of technology. The Supplier shall document his quality tests and provide Dürer with the records upon request without undue delay and free of charge.

7. The Supplier hereby agrees to audits by Dürer or by a party appointed by Dürer to evaluate the effectiveness of his management system and, if appropriate, upon involvement of Dürer's (end) customer. Legitimate interests of the Supplier, including but not limited to his interest to maintain secrecy, shall be taken into account during the audits. Audits shall be announced to the Supplier in good time, but at least 2 weeks in advance.

8. The Supplier shall impose the same obligations on his sub-suppliers; furthermore, the Supplier shall promote and demand compliance with the obligations laid down in this § 6 from his sub-suppliers to the best of his abilities.

§ 7 Initial Inspection

七、货物查验条款

1. Provided Dürer is obliged to inspect the delivered goods and issue a notice of defect pursuant to the results of the inspection, Dürer will inspect the goods without undue delay upon receipt to establish whether they conform to the quantity and type ordered, and whether there is any shipping damage or defects visible on the surface.

2. If Dürer discovers a defect during the aforementioned inspections, Dürer shall report it to the Supplier in good time. If the defect is discovered a defect at a later time, Dürer shall report it as well to the Supplier.

3. Notices of defect shall be given within one month after delivery of the goods and/or services or, if the defects were not discovered prior to processing or bringing into service, as of their discovery.

4. Dürer has to attend no further duties towards the Supplier than the aforementioned inspections and notices.

§ 8 Defects – Liability for Defects and Other Liability

八、有关缺陷及其他的责任条款

1. The Supplier warrants that all of his deliveries and/or services are in compliance with the latest level of technology and with the agreed properties/specifications and other requirements made. The Supplier warrants that all of his deliveries and/or services are free of defects (including but not limited to defects in design, production and material) and that they are suitable for the special purposes for which Dürer has ordered them.

2. Dürer is entitled without restriction to the statutory rights for claims for defects; in any event, Dürer is, at Dürer's choice, entitled to return the defective product or have the Supplier repair, rework, or replace the defective product. Dürer expressly reserves the right to claim damages and particularly to claim damages instead of delivery only.

3. The Supplier is directly responsible for defects in the deliverables and/or services of his agents and sub-contractors.

4. Dürer is entitled to remedy the defects on its own or entrust a third party to remedy the defects at the Supplier's expense in the event of imminent danger or a special need for swift action.

5. The period of limitation for rights for claims due to defects against the Supplier shall be 36 months, commencing on the date of transfer of risk. In case when the law or national standards provide for longer periods, in such case, a longer statutory period of limitation shall apply.

因供应商的缺陷而引起的索赔权的时效为 36 个月，且应自风险转移之日起计算。但法律规定或国家标准对此情况适用的期限更长的，在这种情况下，应适用更长的法定期限。

6. In other cases, the Supplier is liable under the statutory provisions without any limitation or exclusion in terms of the grounds or the amount.

其他情形下，供应商应根据法律规定承担责任，不受任何理由或金额方面的限制。

7. Dürer's payment does not imply that Dürer acknowledges the delivery and/or service as according to contract or as free of defects.

8. Dürer's consent to the Supplier's technical documents and/or parameter data as well as the acceptance confirmation do not affect the exemption of liability for defects in the goods or services of the Supplier.

§ 9 Product Liability – Third Party Insurance Coverage

九、产品责任-第三方保险责任条款

1. In the event a product liability claim or manufacturer's liability claim is asserted against Dürer, the Supplier is obliged to hold Dürer harmless from and against such claims, provided the Supplier is responsible for the fault giving rise to the liability. Where Dürer is required under Dürer's manufacturer's liability to carry out a recall and/or service due to a defective product delivered to Dürer by the Supplier, the Supplier shall bear any and all associated costs. Any further rights under statutory law remain unaffected.

2. Within the scope of his duty to indemnification, the Supplier shall reimburse all of Dürer's costs resulting from or in connection with claims from the third party, including any recalls and/or services conducted by Dürer. Any further rights under statutory law remain unaffected.

3. In the event of a third party claims against Dürer, the Supplier shall assure Dürer his comprehensive and prompt support in investigating the circumstances and handling the case.

4. The Supplier undertakes to maintain sufficient business/public liability and extended product liability insurance with coverage of at least € 10 million per case of personal injury/property damage – all in – for the duration of the contract; however, Dürer's claims are not limited to the amount of coverage.

5. If there is a reason for Dürer to suppose that delivered goods and/or services do not conform to the applicable safety requirements, or that even during intended use a significant danger arises from the delivered goods and/or services, Dürer is entitled to demand from the Supplier a proof of compliance with the equipment safety and product safety regulations. If the Supplier fails to provide this proof within a reasonable period, Dürer is entitled to rescind of the contract.

§ 10 Retention of Title – Materials and Tools – Secrecy

十、所有权保留条款-针对材料及相关工具-保密条款

1. Materials and parts provided by Dürer remain Dürer's property and shall be stored separately, labeled and managed free of charge. Provided materials and parts may only be used for their intended purpose. The processing of materials and the assembly of parts is undertaken for Dürer. There is mutual agreement that Dürer is co-owner of the total product manufactured by using Dürer's materials and/or parts in the ratio of the value of the provided materials and parts, which are held in safekeeping for Dürer by the Supplier.

2. Dürer retains title to the tools and/or models provided by Dürer as well as to Dürer's software and other related documents or information. The Supplier is obliged to use the tools, models, documents, information and/or software belonging to Dürer solely for the manufacture of the goods ordered by Dürer.

3. The Supplier is obliged to keep all depictions, drawings, calculations, software and other documents and information received by Dürer strictly secret. This secrecy obligation shall survive the completion of the contract; it shall cease if and to the extent the production know-how contained in the provided depictions, drawings, calculations, software and other documents is accessible in the public domain.

§ 11 Fulfillment of Contract at Risk

十一、合同履约风险

If the economic situation of the Supplier deteriorates in such way that the fulfillment of the contract is seriously at risk, or he (also temporarily) ceases the performance of claims and debts, or an application for insolvency is filed, or a court or out-of-court settlement is composed, Dür is entitled to rescind the unfulfilled portion of the contract. If a partial fulfillment of the contract is not conducive to the realization of the purpose of the contract, Dür is entitled to rescind the entire contract.

如果供应商的经济状况恶化, 严重危及到合同的顺利履行, 或其他(暂时)停止债权债务的履行, 或申请破产、涉及重大法律案件或达成庭外和解, 杜尔有权撤销合同中尚未履行的部分。如果部分履行不利于实现合同目的, 则杜尔有权解除整个合同。

§ 12 Foreign Trade Law – Forbidden Materials – Supplier Declarations

十二、对外贸易法-材料禁止条款-供应商声明条款

- The Supplier shall provide the following information in offers and order confirmations: (i) statement whether the delivery and/or service is subject to export control and statement of the relevant list number under Chinese and German Export Law; (ii) statement whether the delivery and/or service is recorded in the U.S. Commercial Control List (U.S. CCL) and the relevant list number; (iii) statement whether the delivery and/or service is subject to export control under the applicable EC Dual-Use Regulation and the relevant list number; (iv) statement of the statistical commodity code number and of the country of origin of the delivery and/or service. In case of deliveries and/or services destined, according to Dür's notifications to the Supplier, for Iran (directly or indirectly), the Supplier shall also declare whether the deliveries and/or services in question are subject to export control under EC Law pursuant to EC Regulation 961/2010 or other updated EC regulations, as well as the relevant list number of the most current annex. In case of deliveries and/or services destined, according to Dür's notifications to the Supplier, for other countries, the Supplier shall inform Dür whether other export restrictions exist under Chinese, German and/or EC Law and/or foreign trade law of other states. For the relevant declarations, the Supplier shall use the form "Declaration of Export Restrictions" which Dür makes available to the Supplier at <http://www.durr.com/en/company/purchasing.html> under „Export Restrictions“. In the event that a required export license is refused, Dür expressly reserves the right to rescind the contract.

供应商应在报价和订单确认书中提供以下信息: (i) 交货和/或服务是否受出口管制以及中国和德国出口法下相关清单编号的声明; (ii) 交货和/或服务是否记录在美国商业控制清单(美国 CCL) 和相关清单编号中的声明; (iii) 交货和/或服务是否受适用的 EC 两用规则的出口管制和相关清单编号的声明; (iv) 统计商品代码编号和交付和/或服务的原产国的声明。如果根据杜尔向供应商发出的通知(直接和/或间接), 针对向伊朗发送的交付和/或服务, 供应商还需特别声明所涉及的交付和/或服务是否受欧共体法律下 EC 法规 961/2010 或其他更新的 EC 法规规定的出口管制, 并提供最新附件的相关清单编号的声明。如果根据杜尔向供应商发出的通知(直接和/或间接), 针对向其他国家发送的交付和/或服务, 供应商应告知杜尔在中国、德国和/或欧共体法律下/或其他国家的外贸法下是否存在出口限制。对于相关的声明, 供应商应使用杜尔在“出口限制”项下(<http://www.durr.com/en/company/purchasing.html>) 提供的“出口限制声明”表格模板。如果对方拒绝提供出口许可证, 杜尔明确保留解除合同的权利。

- The Supplier shall comply with existing prohibitions of substances resulting from legal norms. The Supplier shall ensure that the deliveries and/or services including their packaging delivered by him or by a third party appointed by him do not contain or emit any risk substances endangering the environment or health, which are not allowed under law for the intended use, and particularly for the use intended by Dür and communicated to the Supplier, as well as for foreseeable misuses at the place of production or at the communicated place of usage, or on the way to such place. The cases of use allowed in exemptions as well as all CMR-substances (carcinogen, mutagen, reproduction toxic) are to be avoided. Deviations from the rules of this provision shall be substantiated to Dür in a credible manner and will only be permitted by Dür if a substitution of the substance by an innocuous substance is not possible.

供应商应遵守现行法律规范对违禁物质的要求。供应商应确保由其或其指定的第三方运输的物品和/或服务及包装不包含任何在法律范围内不允许的、危害环境或健康的物质。这些物质预期用途是法规上不允许的, 特别是对于杜尔预期的用途和传达给供应商的用途, 包括在生产地点或在通知的使用地点或在去往该地点的途中发生的可预见的误用。应避免在任何情况下使用下列有害物质(致癌物质、诱变剂、生殖毒性物质)。针对不适用于本项规则的情况, 供应商应以可信的方式向杜尔证实, 并且只有在无法用无害物质替代该物质的情况下, 杜尔才会批准该项的不适用准则。

- For each delivery and/or service, the Supplier shall provide Dür with proof of legal compliance and the information required by law (e.g. safety data sheets, type test certificates, test certificates, professional certificates, other certifications, proofs of qualification) generally together with the offer, but no later than with the order confirmation. The Supplier shall enclose these proofs and all documents required for bringing into circulation (e.g. declarations of conformity and/or installation) to each delivery, and shall label the delivered goods in accordance with the legal requirements. The same applies in the event of changes to the scope of goods and/or services having an impact on the use intended by Dür at the place of usage notified by Dür, also under consideration of foreseeable misuse concerning the aspects of delivery restrictions and/or service restrictions listed in §12(2) hereof.

对于每次交付物品和/或服务, 供应商应向杜尔提供法律合规证明和法律要求的信息(如安全数据表、类型测试证书、测试证书、专业证书、其他证书、资质证明)。该信息通常情况下游和报价单一同提供, 但不能迟于订单回单确认的时间。供应商应在每次交货时附上这些合规证明和所要求的文件(如符合性声明和/或安装声明), 并按照相关法律规定为交付的货物贴上标签。如果对杜尔在杜尔通知的使用地点所预期使用的商品和/或服务范围发生变化, 在考虑可预见的关于交付方面的限制和/或服务的限制的误用上, 同样适用本条款第 12 (2) 条中列出的服务限制。

- The Supplier is obliged to declare to Dür the substances contained in his delivered goods with indication of the relevant CAS-registry numbers (“Chemical Abstracts Service”), the proportional weight in homogenous materials and the safety data sheets, provided these materials are listed in one of the following regulations:

- REACH (EC Regulation 1907/2006), particularly the REACH candidate list for materials subject to approval;
- Forbidden Chemicals Regulation (“Chemikalien-Verbotsverordnung”, implementation of directive 76/769/EEC and related amendments);
- Chemicals-OzoneLayer Regulation (“Chemikalien-Ozonschicht-Verordnung”);
- Scrapped Vehicles Regulation (“Altfahrzeug-Verordnung”, implementation of directive 2000/53/EC);
- Electrical and Electronic Devices Act (“Elektro- und Elektronikgerätegesetz”, implementation of directive 2002/95/EC and directive 2002/96/EC);

- Battery Act (“Batteriegesetz”, implementation of directive 2006/66/EC)

供应商有义务向杜尔申报其交付的货物中所含的物质, 并注明相关的 CAS 信息-注册编号(“化学成分参照表”)、均质材料的比例重量和安全数据表, 且上述材料应列于下列条例之一:

- REACH(欧洲共同体条例 1907/2006), 特别是须经批准的物料名单;
- 禁制化学品法规(“Chemikalien-Verbotsverordnung”, 第 76/769/EEC 号条例及有相关修订);
- 化学品-臭氧层调节(“Chemikalien-Ozonschicht-Verordnung”);
- 报废车辆法规(“Altfahrzeug-Verordnung”, 第 2000/53/EC 号条例);
- 《电气和电子设备法》(“Elektro- und Elektronikgerätegesetz”, 第 2002/95/EC 号及第 2002/96/EC 号条例);
- 《电池法》(“Batteriegesetz”, 第 2006/66/EC 号条例)

- The Supplier shall confirm to Dür the origin of the delivered goods in compliance with the legal regulations, (e.g. with a supplier declaration, a declaration of origin or EUR1). In the supplier declaration, the Supplier shall state the originating status of his goods under the valid regulations of origin of the country of destination, which country Dür has notified to him. The reference to the delivery will be made by indication of Dür's item number and/or Dür's order number on the supplier declaration.

供应商应按照相关法律规定(如供应商声明、原产地声明或 EUR1 声明)向杜尔确认所交付货物的原产地。在供应商声明中, 供应商应根据杜尔已通知他的目的地的有效法规说明其货物的原产地状态。供应商应在声明上标明杜尔产品编号和/或订单编号, 作为交货时的参考文件。

- Dür's payment obligation under § 3 hereof is subject to the receipt of all of the information and documentation requested above.

根据该项条款的第 3 条, 杜尔的付款义务应在收到所有的上述要求的资料 and 文件之后履行。

§ 13 Technical Documentation

十三、技术文件条款

- The delivery of technical documentation and all requested protocols shall be a constituent part of the main delivery.

相关的技术文件及要求的协议应是交付货物时的重要组成部分。

- The technical documentation shall be delivered on trade standard data media in a machine-readable form, provided nothing to the contrary is agreed.

如事先未达成与本条款相背离的条款, 技术文件可在具备行业标准数据资质的媒体上以机器可读的形式交付。

- The technical documentation shall be drawn up in accordance with the EC Machine Directive and shall be in compliance with the generally acknowledged rules of technology. Technical files shall be drawn up in accordance with the EC Machine Directive and shall be in compliance with the generally acknowledged rules of technology. Technical files shall be drawn up in accordance with the EC Machine Directive and shall be in compliance with the generally acknowledged rules of technology.

技术文件应根据 EC 机器的指令编制, 并应符合公认的技术规则。

- The operating instructions shall be drawn up in accordance with IEC 82079-1.

数据的操作规程应按照 IEC 82079-1 的要求编制。

§ 14 Rights of Use – Intellectual Property Rights

十四、知识产权条款

- The Supplier grants to Dür the non-exclusive, transferable, worldwide and perpetual right to use, to integrate into other products, partial delivery of goods and / or other forms of performance of the Supplier. The Supplier undertakes not to assert his intellectual property rights to oppose any use of delivered goods and/or services.

供应商授予杜尔非独占的、可转让的、全球的和永久使用权, 以便应用于和其他产品的整合、分批交付的或部分交付的货物中和/或供应商的其他形式的履行。供应商承诺针对已交付的货物及服务, 将不会主张其相关信息的知识产权。

- The Supplier shall ensure that Dür and Dür's customers do not infringe any intellectual property rights of a third party due to the purchase, possession, offering, use, processing or resale of the delivered goods and/or services, including, but not limited to, marks, names, patents, utility patents, design patents, trade dress rights, design rights or copyrights of a third party, including equivalent applications (hereinafter collectively referred to as “Intellectual Property Rights”) in the Supplier's country of origin as well as in the Federal Republic of Germany and the European Community; the same applies for a country to which the delivered good and/or service is intended to be ultimately shipped, provided this country has been communicated to the Supplier before conclusion of contract.

供应商应确保杜尔及其客户不会因购买、占有、提供、使用、处理或转售交付货物和/或服务的方式侵犯到任何与第三方相关的知识产权, 包括但不限于第三方的商标、名称、专利、实用新型专利、设计专利、商业外观权利、设计权或版权, 包括供应商原产国、联邦德国及欧洲共同体的具有同等效力的知识产权条款(以下统称为“知识产权”); 该条款同样适用于交付的货物和/或服务最终运送的目的国, 前提是目的国在合同签订前已通知供应商。

- In the event the Supplier commits a culpable breach of the duties laid down in § 14 (2) hereof, he shall indemnify Dür upon first demand for any and all claims of a third party resulting from such actual infringements of Intellectual Property Rights and shall bear any and all costs and expenses Dür necessarily incur in this context, including, but not limited to, the costs of legal action and defense, as well as the costs resulting from the observance of an omission obligation. The statutory period of limitation applicable to such claims shall not expire prior to a period of ten years from the execution of the relevant contract. If the Supplier infringes this clause 14 (2) hereof, he shall indemnify Dür upon first demand for any and all claims of a third party resulting from such actual infringements of Intellectual Property Rights and shall bear any and all costs and expenses Dür necessarily incur in this context, including, but not limited to, the costs of legal action and defense, as well as the costs resulting from the observance of an omission obligation. The statutory period of limitation applicable to such claims shall not expire prior to a period of ten years from the execution of the relevant contract. If the Supplier infringes this clause 14 (2) hereof, he shall indemnify Dür upon first demand for any and all claims of a third party resulting from such actual infringements of Intellectual Property Rights and shall bear any and all costs and expenses Dür necessarily incur in this context, including, but not limited to, the costs of legal action and defense, as well as the costs resulting from the observance of an omission obligation. The statutory period of limitation applicable to such claims shall not expire prior to a period of ten years from the execution of the relevant contract. If the Supplier infringes this clause 14 (2) hereof, he shall indemnify Dür upon first demand for any and all claims of a third party resulting from such actual infringements of Intellectual Property Rights and shall bear any and all costs and expenses Dür necessarily incur in this context, including, but not limited to, the costs of legal action and defense, as well as the costs resulting from the observance of an omission obligation. The statutory period of limitation applicable to such claims shall not expire prior to a period of ten years from the execution of the relevant contract.

如果供应商侵犯了本条款 14 条第 (2) 项规定的义务, 供应商应在第一时间赔偿杜尔因侵犯第三方的知识产权而被要求进行的所有索赔, 包括但不限于法律诉讼、辩护费用及因其不作为的行为而产生的费用。适用于该项赔偿义务的法定时效期间, 应自有关合同签订之日起至第十年。

- § 14 (2) hereof is not applicable if the Supplier has produced the delivered good and/or service in accordance with Dür's drawings, models or other detailed information provided by Dür, and if the Supplier neither knew nor should have known that Intellectual Property Rights of a third party are being infringed.

如果供应商根据杜尔提供的图纸、模型或其他详细信息生产交付的商品和/或服务, 并且供应商既不知道也不应该知道第三方的财产权受到了侵犯, 则本条款第 14 (2) 条不适用。

- The Supplier and Dür are obliged to inform each other without undue delay of known risks of infringement and alleged cases of infringement of intellectual property rights, and, within the scope of what can be reasonably expected, to counteract corresponding infringement claims.

供应商及杜尔都有义务及时的通知对方已知的侵权风险和将会涉嫌侵犯知识产权的案件，并在可以合理预期的范围内，阻止相应的侵权索赔。

§ 15 Software 十五、软件条款

- Software shall be delivered to Dürr on commercially available data media in machine-readable form and including user documentation.
软件信息，包括用户文档应以机器可读的形式具备行业标准数据资质的媒体上交付。
- Software developed for Dürr shall be provided to Dürr with the source code with a manufacturer's documentation.
专门为杜尔开发的软件应提供给具有制造商文件的源代码。
- For software developed for Dürr and the related documentation and parts thereof and all other work results, the Supplier shall procure and grant to Dürr an irrevocable, exclusive, worldwide and perpetual right of use, for each known type of use, including the right to reprocess, reproduce, change, expand and grant of simple rights of use to a third party.
为杜尔开发的软件及其相关文件、部分或/及所有其他工作成果，供应商应为每种已知类型的使用，包括向第三方重新处理，复制，更改，扩展和授予简单使用权的权利，获取并授予杜尔不可撤销的、独家的、全球的和永久使用权。
- If Dürr's acquisition of a right of use pursuant to § 15 (3) hereof is conflicted by rights of a third party to third-party programs or other third-party work products incorporated in the delivered goods and/or services, the Supplier and Dürr will contractually agree on the scope of Dürr's right of use in a reasonable way.
如果杜尔根据本条款第 15 条第 (3) 款获得的使用权与第三方或在交付货物或/或服务过程中与其他第三方的利益相冲突，供应商与杜尔应在合同中以合理的方式就双方的使用权范围达成一致。
- The Supplier is not entitled to reproduce, process or to make other use of the work results produced for Dürr, neither in full nor in part.
供应商无权部分或全部复制、加工或将为杜尔生产的工作成果做其他用途。
- The Supplier is not entitled to publish any of the work results of any nature produced for Dürr - neither in full nor in part.
供应商无权部分或完全公布为杜尔生产的任何性质的工作成果。
- The Supplier shall procure and/or grant to Dürr the non-exclusive, transferable, worldwide and perpetual right to use the delivered software for integration in other products, to copy it, to have used it and to have copied it by Dürr's affiliated companies and by Dürr's distributors.
供应商应获取和/或授予杜尔非独占的、可转让的、全球的和永久的使用交付的软件集成到其他产品中的权利。杜尔的关联企业及下属分销商亦有权复制或使用上述信息。
- The Supplier shall procure and/or grant to Dürr the non-exclusive, transferable, worldwide and perpetual right to license the rights of use to Dürr's affiliated companies, to Dürr's final customers and distributors and to grant other rights of use.
供应商应获取和/或授予杜尔非独占的、可转让的、全球的和永久许可使用权。对杜尔的关联企业，最终客户和分销商授予使用等其他权利。
- If the procurement and granting of a right referred to in § 15 (3), (7) and (8) hereof is legally not possible, the Supplier shall inform Dürr in writing form before conclusion of the contract. In doing so, the Supplier shall also state the reasons why the procurement and granting of the right is legally not possible.
如果相关法律法规上不能获取和授予上述第 15 条第 (3)、(7) 和 (8) 项所述的权利，供应商应在签订合同前以书面形式通知杜尔。同时，供应商还应说明在法律法规上不能获取和授予该项权利的原因。
- The Supplier warrants that no portion of the software delivered to Dürr contains, at the time of delivery, any malware intended or capable to (i) permit access of the Supplier or any third party to Dürr's computer systems without Dürr's authorization; (ii) read, write, copy, change, disable, damage or erase any software or data on Dürr's computer systems without Dürr's authorization; or (iii) perform any other actions with, on or in Dürr's computer systems without Dürr's authorization.
供应商应向杜尔保证，在交付时，交付给杜尔的软件不得包含任何有意或可能的恶意软件的部分，包括：(i) 未经杜尔授权的情况下，允许供应商或任何第三方访问杜尔计算机的恶意软件；(ii) 未经杜尔授权而读取、写入、复制、更改、禁用、损坏或删除杜尔电脑系统上的任何软件或数据；(iii) 未经杜尔授权，在杜尔的计算机系统上或系统内执行任何其他操作。

§ 16 Data Protection 十六、数据保护条款

- Personal data shall be processed by the Supplier in compliance with the legal regulations.
供应商应按照相应的法律法规，合理的处理其获悉的个人（隐私）信息。
- Personal data of the Supplier will be stored and processed by Dürr in compliance with the legal regulations.
杜尔应按照相应的法律法规，存储和处理供应商的个人数据。

§ 17 Venue – Place of Fulfillment – Applicable Law 十七、争议解决地、法律适用和管辖条款

- In the event a dispute arises in connection with the interpretation or implementation of the contract, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations. If the dispute is not resolved in this manner within 60 days after the commencement of such consultation, either Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in Shanghai pursuant to its Arbitration Rules as then in force.
由于解释或履行合同而产生的或与此有关的争议，双方首先应通过友好协商解决。如果争议在友好协商开始后的六十日内无法解决，任何一方均可将该争议提交中国国际贸易仲裁委员会，根据其届时有效的仲裁规则在上海进行最终裁决。
- Provided nothing to the contrary is agreed, the place of fulfillment of the contract shall be the place indicated in the contract, alternatively the place of Dürr's registered office.
如双方事先未达成任何与本条款相反的协议，则合同的履行地点应为合同中注明的地点，或杜尔的注册所在地。

§ 18 Anti-malignant Competition and Anti-monopoly terms 十八、反恶意竞争及垄断条例

- Both parties agree that in market transactions, as business operators, suppliers, Dürr and any third party shall abide by the principles of voluntariness, equality, fairness, good faith and generally accepted business ethics. "Malignant competition" as mentioned in this condition means the business operators violate the provisions of this law, damage the lawful rights and interests of other business operators, and disrupt social and economic order. "Suppliers and third party" as mentioned in this term refers to legal persons, other economic organizations and individuals engaged in the business of commodities or profit-making services (hereinafter referred to as commodities include services).
双方同意在市场交易中，作为商业活动的经营者、供应商，杜尔和任何第三方应当遵循自愿、平等、公平、诚信和普通接受的商业道德准则。本项所称的“恶意竞争”，是指经营者违反法律规定，损害其他经营者合法权益，扰乱社会经济秩序的行为。本条例所称的供应商及第三方，是指从事商品经营或者营利性服务（以下所称商品包括服务）的法人、其他经济组织和个人。
- Both parties agree that anti-monopoly commercial behaviors in the market. The term of "monopoly agreement" as used in this term refers to agreements, decisions or other concerted means that exclude or limit competition. The following monopoly agreements are prohibited to be reached by operators having such competitive relations: fixing or changing commodity prices; restricting the quantity of goods produced or sold; dividing the sales market or raw material purchasing market; restricting the purchase of new technology or equipment or the development of new technology or products and transaction boycott.
双方同意市场上的反垄断商业行为。所说的垄断行为是指排除或限制竞争的协议、决定或者其他的协同行为。禁止具有竞争关系的经营者达成下列垄断协议：固定或者变更商品价格；限制商品的生产数量或者销售数量；分割销售市场或者原材料采购市场；限制购买新技术、新设备或者限制开发新技术、新产品及联合抵制交易。

§ 19 Restrained competition agreement 十九、合理限制竞争条款

- Based on the DGTCP, both parties understand and agree that DGTCP does not constitute a commitment from Dürr to engage in any future business with Supplier nor does it constitute an exclusive arrangement on the part of either party. Dürr may negotiate with Supplier and/or alternate supplier(s) for additional business, in Dürr's discretion.
基于本条款，供应商及杜尔均理解并就此条款达成一致。本条款既不能成为杜尔与供应商日后开展任何业务的书面承诺，也不能为任何一方的排他性交易提供依据。杜尔可自行决定与供应商和/或替代供应商洽谈额外的业务。
- Supplier will be free to bid or contract with any company or person on any project of Supplier's choice so long as Supplier can continue to satisfy his contractual obligations to Dürr hereunder; however, Supplier shall not be a competitor with Dürr in any deal during the validity period under the DGTCP.
只要供应商能够继续履行在本条款项下对杜尔的合同义务，供应商可以自由选择在任项目与任何公司或个人进行投标或签订合同；但是，在本条款的有效期限内，供应商不得在任何交易中与杜尔竞争或形成实质的竞争关系。
- Dürr shall be entitled, at any time, without any prior notice to Supplier, to cancel and/or terminate the DGTCP immediately, in case, Dürr finds that Supplier fails to perform the obligations foregoing. If any goods or services already ordered and confirmed, it will be executed in accordance with the contract depending on the decisions from Dürr. And Supplier shall reimburse Dürr on demand for all costs and expenses incurred by it in connection with termination of the DGTCP or any ancillary documents and the completion of the goods or services contemplated herein or therein, except for the costs and expenses which shall be borne by Dürr as expressly required by relevant laws and regulations.
如果杜尔发现供应商未能如约履行上述义务，则杜尔有权在任何未事先通知供应商的情况下，立即取消和/或终止本条款。针对任何已经签订并确认的货物及服务，合同是否继续执行取决于杜尔的决定。供应商应按要求赔偿其因终止本条款或任何附属文件以及完成本条款中所述的货物或服务而产生的所有费用和开支，除相关法律法规明确规定要求该费用需由杜尔承担的除外。
- Supplier represents and warrants to and covenants with Dürr that the prices to be charged to and paid by Dürr shall not exceed the prices charged to other customers of Supplier for services that are substantially similar to the supplies and/or services hereunder.
供应商需向杜尔声明并保证，供应商向其收取及被支付的价格不得超过任何供应商向其他客户收取的，与本条款项下提供的、实质上类似货物和/或服务的价格。
- If the Supplier violates the relevant obligations and becomes the direct competitor's of Dürr as breach the contract, Dürr shall be entitled, at any time, without any prior notice to Supplier, to cancel and/or terminate the DGTCP immediately and the corresponding expenditure shall be reimbursed by Supplier.
如供应商违反了本条款项下的规定且成为了杜尔的直接竞争对手，则杜尔有权在未事先通知供应商的情况下，立即取消和/或终止本条款。因解除合同而产生的任何相关的损失将由供应商承担。

§ 20 Miscellaneous 二十、其他

- Should individual provisions of the DGTCP or of the contract entered into between the Supplier and Dürr be or become fully or partially invalid, this shall not affect the validity of the other provisions.
本条款的个别款项、条款、章节或条件的无效不影响本条款的整体效力。
- The DGTCP is finalized in good faith and on the basis of mutual trust, and is available in both Chinese and English. The English version shall prevail if there is any discrepancy.
本条款基于诚信和互相信任的原则上予以完成，同时包含中英文，如有歧义，以英文版为准。