
General terms and conditions of Purchase

通用采购框架协议条款

Contract NO./编号: 供应商拼音缩写-年度

1 The Parties Concerned/协议各方

The following parties concerned sign this agreement dated as at Xuzhou.

本协议由下述双方在____年____月____日在徐州签订。

Buyer: Xuzhou Rothe Erde Slewing Bearing Co. Ltd

购买方: 徐州罗特艾德回转支承有限公司 (以下简称甲方)

Address/地址: Luoshan Road 15, Xuzhou Economic Development Zone 徐州市经济开发区螺山路 15 号

Abbr./邮编: 221004 Telephone/电话: 0516-87989889

Registered Capital/注册资本: \$21,000,000

Registration Authority/工商登记机关: Xuzhou Industrial and Commercial Administration 徐州工商管理局

Registration No./注册号: 9132030173529613XB

Contact Person/委托联系人:

Contact Phone/委托联系人电话:

Supplier: XXXX

供应商: **XXXX**

(以下简称乙方)

Address/地址:

Abbr./邮编: Telephone/电话:

Registered Capital/注册资本:

Registration Authority/工商登记机关:

Registration No./注册号:

Contact Person/委托联系人:

Contact Phone/委托联系人电话:

The parties shall include successors and assigns.

提及的本协议的任何一方, 应包含该方的继承人和许可的受让人。

2 Supplier's General Responsibility/乙方的总体责任

2.1 Supplier himself shall admit and be responsible for the fee, the risk and the duty to carry out this Agreement, and Buyer shall not be responsible for any service or material unless express provision hereof.

乙方承认并同意, 除非本协议另有明示规定, 其应自负费用、自担风险和责任完成工作。除非本协议另有明示规定, 甲方不负责提供任何服务和材料。

2.2 Supplier shall be responsible for obtaining all third party testing certifications of the Products as requested by applicable laws and regulations, including any costs incurred in obtaining or maintaining such certifications.

乙方负责与获得履行其在本协议及任何合同(订单)项下的义务必须的所有批准、同意、许可、执照及证书有关的一切费用。

2.3 Supplier shall enter into the business in compliance with all applicable laws and regulations of China and maintain the business license and other certifications referred to hereof effectively.

乙方在其进行业务过程中, 应始终遵守中国法律的规定, 并保持其营业资质及履行本协议所要求的所有许可的有效性。

2.4 Supplier shall comply with all applicable laws and regulations (including without limitation Customs, tax, environmental, health and safety laws and regulations and any policies). Supplier should signed the Safety

management agreement with _____ and then allowed to start the service

乙方有义务遵守与环境保护、职业健康、安全生产以及劳动用工等的所有法律、法规。乙方在进厂服务前，和_____部门签署并遵守《安全管理协议书》，接受监督。

2.5 Supplier shall sign the “TK Supplier Code of Conduct” and comply with all requirements and principles in it.

乙方应签署并遵守《蒂森克虏伯供应商行为准则》（简称“tk CoC”）中所规定的所有要求和原则。

2.6 Supplier shall avoid using materials or products made of 3TG conflict minerals from Congo or its neighboring countries, and be obliged to require its own supplier to avoid using 3TG conflict minerals.

乙方应避免使用在来源于刚果民主共和国或周边国家 3TG 矿产（“冲突矿产”）的材料或产品，乙方有义务推动乙方供应商也避免使用“冲突矿产”。

2.7 Supplier who has entered Buyer’s factory is obliged to comply with “No-smoking rule” and other Buyer’s regulations. If Supplier breaks the rules, Buyer has the right to fine Supplier 500 RMB. Buyer shall bear all losses caused by the violation of the rules. If Supplier need to enter the workshop for some work, Buyer must train supplier about safety, and sign the “Notification of safety and environment for on-site working”.

乙方进入甲方工厂的工作人员（或委托人）有义务遵守禁烟等甲方公司规定、甲方有权扣除乙方因进厂人员违返公司规定导致的违约金最低 500 元，同时乙方将承担由于违法违规导致的一切损失。若乙方需要现场服务，施工人员入厂前必需接受甲方培训，并签署甲方《相关方现场施工职业安全卫生/环境告知书》。

2.8 In the process of service, Supplier shall communicate Buyer in advance and determine the disposal method in writing. It is not allow leaving the waste in Buyer's factory. Otherwise, Buyer has the right to impose a fine of 1000 ~ 30000 yuan / time on Supplier according to the seriousness of the case.

In the course of Supplier’s on-site service, the waste (or old materials) caused is _____, the disposal way agreed by two sides is _____.

- A. Supplier shall place the waste in the area designated by Buyer according to requirements;
- B. Supplier shall be responsible for the disposal and bear the relevant costs;
- C. Buyer shall be responsible for disposal;
- D. Other (please describe in detail) :

乙方服务过程中对产生的废弃(旧)物需提前和甲方沟通并书面确定处置方式，不得将废弃(旧)物随意丢放于甲方厂内，否则甲方有权根据情节严重程度给予乙方 1000~30000 元/次的罚款

乙方在甲方现场服务过程中产生的废弃(旧)物为_____，双方约定按以下第_____种方式处置

- a. 由乙方按要求分类放置于甲方指定区域；
- b. 由乙方负责处置并承担相关成本；
- c. 由甲方负责处置；
- d. 其他(请具体描述)：_____。

2.9 If supplier is chemical materials provider, the supplier should follow: ① Adhere to ‘Regulations on the Safety Administration of Dangerous Chemicals’, Regulations on Road Dangerous Goods Transportation Management and other related National Regulations to perform the activity of management selling and delivery. ② The vehicles and staff are required to get the certification and license. The drivers should carry on road transport certificates. ③ During the door to door delivery, besides the drivers, professional escort personnel should onboard with special vehicles, carrying on certificates and monitor the whole process. ④ The supplier should responsible for the validate period for all certification and report to Buyer any related changes. ⑤ The Buyer have the right to deduct the penalty of 2,000 RMB caused by the suppliers’ ultra vires

activities or safety regulation and rescind the contract to refusal of payment. In the meantime, the supplier shall be liable for any direct and indirect loss caused by supplier's ultra vires activities.

如乙方供应甲方的货物为化学品，乙方必须①严格遵守《危险化学品安全管理条例》、《道路危险货物运输管理规定》等国家法律法规相关要求，进行危险化学品的管理、销售和运输等活动，②专用车辆和人员须有相应资质、驾驶员应当随车携带《道路运输证》③整个送货过程中，除驾驶人员外，专用车辆上应当另外配备押运人员，其应随身携带从业资格证，并对运输全过程进行监管。④乙方保证所有与化学品活动相关的资质在有效期内，任何变更及时书面通知甲方。⑤甲方有权扣除乙方因违反法律法规或公司安全规定导致的违约金 2000 元，并有权随时解除合同并拒付货款，同时乙方将承担由于违法违规导致的一切损失。

2.10 It is prohibited that Supplier presents cash and gifts to Buyer's business personnel with any reason. Once it is verified, Buyer shall have the right to terminate the contract, refuse to pay for the goods unilaterally, and be investigated for legal responsibility.

乙方不得以任何理由向甲方业务人员赠送现金和礼品，否则甲方查实后有权单方终止合同、拒付货款，并将追究其法律责任。

3 Purchase Order/订货

3.1 Quantity, delivery time and other information of products within this Agreement shall be made by Fax Orders, or Purchase Orders or Purchase Contract on the basis of Buyer's self-demand.

甲方根据自身需求陆续向乙方订货。甲方具体向乙方购买产品的数量、乙方的交货时间由甲方根据自己的生产计划在本协议有效期内向乙方下达每次“订货传真”或“采购订单”或“采购合同”为准。

3.2 All the Purchase Orders confirmation or deviation shall be sent to the Buyer within three (3) working days from receipt of a Purchase Orders. Otherwise, it will be deemed to be accepted as binding by Supplier.

乙方在收到订货传真或采购订单或采购合同之日起，最迟于 3 个工作日以内给甲方回复订货、订单、合同已经收到的通知，没有回复视同接受。

3.3 The form of purchase performed by e-mail or other ways between Buyer and Supplier will be accepted and be applied to this agreement.

双方采用了电子邮件或其他书面形式为订单、合同等回复的方式，且已经履行的，这些方式也作为本协议的订货方式，适用本协议。

3.4 Supplier shall make reasonable preparation according to Buyer's demand forecast. When Buyer confirms that the model is no longer in use, Supplier may use the exclusive materials for other purposes with Buyer's permission.

乙方应按照甲方的需求预测进行合理备库，经过甲方确认该型号不再使用时，乙方可在甲方允许的情况下将专属材料另作他用。

4 Price/价格

4.1 Basic Price/基本价格

4.1.1 Supplier shall be honest to Buyer and promise to offer the best price which cannot be higher than market price.

乙方应基于诚信原则，承诺给予甲方市场同期最低价。

4.1.2 The price list is confirmed by both parties according to the market situation and updates regularly.

货物的单价按每次、某个时期内，双方确认的价格为准。《附件一》。

4.2 Price adjustment /价格调整

4.2.1 Both parties have the right to propose price adjustment in the event of price change of raw materials and other factors, and adjust the price according to the pricing model confirmed by both parties.

在原材料价格变动等因素下，双方都有权利提出价格调整，按双方确认定价模式进行价格调整。

5 Quality and Inspection Standards/质量和检验标准

5.1 Products manufactured by Supplier for Buyer shall conform to _____

- ① Drawings provided by Buyer
- ② Drawings confirmed between Buyer and supplier
- ③ Technical agreement signed between Buyer and supplier
- ④ Chinese standard: _____
- ⑤ Others: _____

乙方保证按照以下第（ ）点的要求供货

- ①甲方提供的图纸
- ②双方确认的图纸
- ③双方签订的技术协议要求
- ④国家标准:_____
- ⑤其他: _____

5.2 Quality and Inspection Standards: Executed according to technical agreement and quality assurance agreement signed by both parties.

质量和检验标准：按双方签订的《技术协议》和《质量保证协议》执行。

5.3 Products shall be manufactured in the Supplier's factory. Nor may any part of this Agreement be sub-contracted by Supplier without the prior written consent of Buyer. The purchased parts shall accord with the requirement fixed by the parties.

货物应当在乙方工厂制造。如果乙方需要外协，乙方负责通知甲方，指明生产这些货物或部件的地点，经甲方同意后，方可实施外协生产。对于外购件，乙方应根据双方确定的要求提供。

5.4 Supplier shall be responsible for quality of all products supplied to Buyer no matter made by themselves or by a subcontractor.

即便乙方的外协/外购方已得到甲方的认可，乙方对甲方负有全部质量责任。

6 Improvement and modification of Product/对货物的革新和改造

6.1 Supplier shall promise Buyer that he, his supplier and his subcontractor will improve the product together to keep their technological level and competitiveness, especially to reduce cost.

乙方保证应与自己的供应商、分包商共同研究改进和替代方案，以保持自己的技术水平和竞争能力，尤其是降低成本。

6.2 However, Supplier shall inform Buyer in a writing form of production environment changes including materials, machines, processing technic, industrial premises, tooling, designed operators etc. Supplier shall provide samples with related test and experimental verification reports to buyer. Only upon the Buyer's written confirmation, the supply shall be allowed to deliver the changed material.

但是，当乙方生产条件发生变更时（材料变更、设备变更、加工工艺变更、生产场地变更、工装模具变更，甲方指定操作人员变更等），乙方均应以书面形式通知甲方，并提供样品及相应检测、实验验证报告，经甲方书面确认后才可正式供货。

6.3 Supplier shall not modify the product drawings and technological requirement only if Supplier gets the prior written consent and identification of Buyer's technology department.

乙方对涉及货物图纸和技术要求的所有修改方案都要事先通知甲方认证。认证之前需要得到甲方技术部门的书面同意。

6.4 If Buyer's technology department does not accept the technological change, Supplier shall manufacture products according to original technological requirement processing technology.

如果甲方技术部门不同意进行认证，乙方应当按照原技术要求、加工工艺继续供货。

6.5 To emphasis on changes management, Supplier who implement any changes without authorization of Buyer will get fined, no matter quality problems caused or not, from 2,000 RMB to 20,000RMB at one single unauthorized engineering change judged by severity and that amount excludes normal claim of quality loss. The Buyer also has rights to reject related supply or terminate the supplier qualification.

为引起供应商对变更管理的重视，对于乙方未经甲方许可擅自违反工程变更管理的行为，不论最终是否导致质量问题的发生，在正常的质量损失索赔以外，将根据严重程度进行 2000-20000 元/次的考核处罚，并有权拒收供应商私自变更行为所涉及的所有产品或者终止供应商供货资格。

6.6 Buyer has the right to modify or change the technological requirement of product ten (10) days ahead. The modify or change notice should be replied by the supplier within three (3) days from receipt, otherwise it will be deemed to be accepted as binding by Supplier. And the new delivery date will be fixed by the parties later.

如果甲方希望修改货物的技术规格，应当提前 10 天书面通知乙方。在通知期限结束后 3 天没有收到乙方表示异议的答复，则此修改视为被接受，双方将商定新的供货日期。

6.7 The related documents and marks of the modified products shall be changed accordingly, so that Buyer will make the quality and compliance test according to section 4 of this agreement.

修改以后的供货在外包装、发运文件和质量文件上都要做相应修改，以便甲方按照协议的条款 5 做出质量和符合性测试。

7 Product Liabilities and Insurance/产品质量责任和保险

7.1 The limitation period for defect liability claims is five (5) years after sale of Buyer's finished product. 鉴于甲方产品的特殊性，货到甲方工厂内，加工成成品销售后质保 5 年。

7.2 Buyer will send the compliant report to Supplier whenever defect is found related to forging rings.

一旦甲方或甲方的用户发现货物的自身缺陷、运行不良或者能力不足，甲方将投诉报告发给乙方。

7.3 If the cause of defect is unclear, the parties can ask third parties to identify. If the defect is not caused by Supplier, Supplier will not be responsible for defect.

如由于甲方机器设备原因或人为原因导致乙方无法查明的，双方可以请第三方进行认证，如果认证为非乙方原因导致，乙方将不承担任何责任。

7.4 All defects which are notified within the period of limitation shall be remedied by the Supplier without delay and at no costs for Buyer. All costs of remedying defects or supplying or performing replacements, including all incidental costs (e.g. freight) shall be borne by Supplier except for Buyer's blame. If, having received notification of a defect, Supplier culpably fails to remedy such defect immediately or remedy such defect within a period set by Buyer, realize the Supply/Service as contractually agreed, or in a case of emergency, Buyer is entitled to carry out the necessary measures himself at the expense and risk of Supplier.

在质保期内，如果发生单纯因乙方的质量（责任）的质量赔偿事故，乙方保证在发生事故的 3 天以内向甲方出具同意赔偿的承诺书。质保期内，由于乙方产品质量引起的产品维修和更换而产生的所有费用（包括但不限于此更换的产品、合理的人工费和合理的运输费等）由乙方负担，但用户责任除外。

7.5 Although the limitation period for defect liability claims is three (3) years after sale of finished product, longer statutory limitation periods shall remain unaffected by this. If the defect is not caused by Supplier, Supplier will not be responsible for defect.

即便超出了合同约定的质保期，按照《中华人民共和国产品质量法》的规定，乙方仍应当承担因货物缺陷或其他质量问题产生的损失。甲、乙双方可以进行正反（第三方）方鉴定，以明确各方的责任，最终决定甲方的赔偿金额。

7.6 Products shall be manufactured in the Supplier's factory. If not, it should meet the following criteria: firstly,

the brand what buyer asks for; secondly, products from the legitimate factory through regulated channels; thirdly, standards of the brand. Once the products is found as counterfeit and shoddy products, except for losses caused by Supplier, Buyer should ask for liquidated damages not lower than ¥20000 per batch in accordance with gravity of the circumstances, not pay for products three months ahead, even cancel the Supplier.

乙方所供货物，必须是符合甲方要求的自产货物；对于提供非自产货物，第一，符合甲方的品牌要求，第二，必须是正规厂家、正规渠道的产品，第三，符合品牌所属的标准要求。对于所供货物，经甲方查处为假冒伪劣产品的，除赔偿甲方损失外，甲方将视情节严重情况收取乙方 2 万元/次的违约金，直至取消供应商资格。

8 Deliveries /交货

8.1 Delivery address: Buyers' Factory, except the location supplied by Buyer specially.

交货地点：甲方工厂内，由甲方特别指定除外。

Transport: Supplier shall be responsible for the transport which charges have been included in the price of the products. All the damage or loss of the goods before arriving at the designated location shall be borne by Supplier.

运输方式：由乙方负责，费用已包含在价格内。货物交甲方指定地点前的毁损、灭失均由乙方承担。

8.2 Packaging and identifying: Supplier shall properly pack, fasten and mark the goods for delivery in packages in accordance with Buyer's specifications. The product defects because of packaging shall be borne by Supplier.

包装和标识：包装按照甲方要求包装，货物必须要打包扎牢，且货物必须按照甲方要求进行标识。因乙方包装在途中造成的产品缺陷，责任全由乙方承担。

8.3 The relevant documents and certifications including material No., material description, quantity, weight, charge No., etc shall be provided with the goods as below:

A) conformity certificate (Raw materials and blank balls)

B) Packing list & invoices

C) Other requirements from Buyer

在交付货物的同时，乙方必须提供随货物的单证和资料，发货应附的单证和资料包括：

A)合格证明文件（原材料和毛坯球）

B)发货单（发货单标明：物料号、物料描述，本次发货数量及重量，热处理炉罐号等）。发货单壹式贰份。发货数量有争议时，以双方都认可的公平秤复秤为准。

C)甲方提出的其他要求

8.4 Supplier shall comply with the delivery deadline. The goods delivered earlier more than one week shall be regarded as consignment goods. If Supplier issues the invoice, Buyer shall refuse to settle accounts.

乙方必须遵守交货期限的约定。如果没有甲方的书面同意、比约定交货期提前 1 周以上的交货视同寄售。如乙方单方开具发票，甲方可以不予结算。

8.4.1 Supplier shall reserve materials in accordance with the preparation agreement confirmed by both parties and deliver them on schedule.

乙方应按照双方确认的备货协议进行储备材料，并按期交货。

8.5 Nonconformity of Products/不符合要求的货物

8.5.1 Buyer has the right to reject the defective goods and to take the following measures:

对不合格的货物甲方有权拒收并采取以下措施：

A) Buyer returns the defective goods to Supplier, all related cost borne by the Supplier.

甲方将不合格的货物返还给乙方，因此产生的相关费用由乙方承担。

B) Supplier repairs the goods, costs borne by Supplier.

乙方进行返修，因此产生的相关费用由乙方承担。

C) Supplier provides substitute goods at its own cost.

乙方提供替代货物，因此产生的相关费用由乙方承担。

D) All defects which are notified within the period of limitation shall be remedied by the Supplier without delay and at no costs for Buyer as per "Quality Assurance Agreement".

因不合格品造成的质量索赔，按照双方签订的《质量保证协议》执行。

E) Supplier shall bear the corresponding economic loss if Buyer fails to deliver the products to the customer as scheduled due to Supplier's delivery of unqualified products.

因乙方交付不合格品而导致甲方无法按期向客户交货，乙方应承担甲方相应的经济损失（人工、材料费、加工费、运输费、差旅及甲方用户要求的合理其它赔偿等）。

8.6 Delay in Delivery/交货违约责任

8.6.1 Except force majeure, the penalties due to late of delivery shall be borne by Supplier.

如果乙方没有在合同规定的期限内将合格的货物全部交付，除不可抗力外，乙方应当承担逾期交货违约金。

8.6.2 In the case of a delay in delivery through Supplier's fault, Supplier shall pay Buyer as liquidated damages an amount of 5% of the purchase price for each one (1) day of delay

逾期交货违约金以货物的不含税价格计算，每延期一日为逾期货物总价格的 1%，总额不超逾期货物总价格的 15%。该逾期货物总价以按照合同正常履行情况下甲方应付给乙方的价格为准。

8.6.3 Supplier shall remedy the losses to Buyer in case any delay of the products causes losses or extra cost for emergency method to ensure the delivery of Buyer's own delivery time to its customer.

在逾期交货的情况下，甲方为保证工期或向自己的客户正常交货额外支出的加急费用由乙方承担。

8.6.4 If Supplier cannot deliver the goods on schedule due to force majeure, Supplier shall notify Buyer 1 month in advance and Supplier shall be exempted from liability.

乙方如因不可抗力因素不能按期交货，应提前 1 个月通知甲方，乙方可以免除责任。

9 Payment Terms and Invoices /付款方式和发票

9.1 settle accounts 货款结算

Payments shall be carried out as following period after the goods have been inspected, received and invoiced.

乙方货物经检验合格入库，开具发票后按以下付款方式结算。

9.2 Payment Terms 付款方式

Within _____days after receipt of invoice, by T/T or bill of exchange.

Buyer shall carry out payments by ___% bill of exchange and ___% T/T. Supplier shall accept bill of exchange within 180 days, and none interest discounts between each other. If part of the bill of exchange is paid by T/T, Supplier shall give a 2% discount of this part of payment (pre-tax), the discount shall be reflected in the next invoice.

收到乙方发票_____天后，以电汇或银行承兑汇票的方式付款。

甲方采用承兑___%+现款___%的付款方式支付乙方货款，乙方接受 180 天内承兑汇票，且甲乙双方互不贴息。若承兑部分甲方支付现款，则乙方按税前货款的 2%让利给予甲方，在下次开具发票时体现让利。

Supplier account bank name/乙方开户名称：

account bank 开 户 行 ：

accounts 帐 号 ：

9.3 Supplier must provide its detailed bank account information. If the information (account bank, accounts

etc.) changes, Supplier shall send out a written notice (with a valid seal) to the Buyer. Otherwise, Supplier shall bear all the risk consequences.

乙方必须向甲方提供实际银行帐号。乙方开户行、帐号等事项发生变更，必须提前以书面形式(加盖有效印章)通知甲方，否则引起的法律后果均由乙方自行承担。

9.4 It is specifically agreed by parties that the payment is just the settlement of the amount, does not mean quality conformance of Supplier's goods.

双方特别约定，甲方付款只是金额结算，不代表乙方供应的货物质量合格。

9.5 Invoice 发票

9.5.1 Supplier must supply Buyer VAT special invoice.

乙方需向甲方提供增值税专用发票。

9.5.2 The VAT special invoice must contain the following information: corporate name, taxpayer's registration number, registered address, telephone, bank, bank account, and Buyer's material number and material description must be filled in the column of "Name of goods or services", and Buyer's purchase order number must be filled in the reference column.

乙方开具的发票必须包含以下信息：单位名称、纳税人识别号、注册地址、电话、开户银行、银行账号，必须在“货物或应税劳务名称”栏中注明甲方的物料号、物料描述，在“备注栏”中注明甲方的采购订单号。

9.5.3 If the invoice didn't be delivered to Buyer in time because of Supplier's fault, leading to invoice deduction problem, Supplier must take steps to remedy the situation, to reissue an invoice, or other measures according to Supplier's requirement. If the invoice was not certificated by tax bureau, leading to invoice deduction problem, Supplier must pay the tax amount specified in the uncertificated invoice as liquidated damages.

因乙方原因发票未能及时送达甲方而导致发票不能抵扣的，推定为乙方违约责任，乙方应按甲方要求采取重新开具发票等补救措施。因乙方提供的增值税专用发票未经税务局认证，造成甲方不能抵扣的，乙方应支付未经过认证发票中载明的税款金额作为违约金。

10 Trade security agreements between partnership/商业伙伴贸易安全

As China Customs AEO Certification Enterprise, Xuzhou Rothe Erde Slewing Bearing Co. Ltd requires his supply network in compliance with Supply Chain safety requirements in the implementation of AEO, under the provision of the 'Standard regulation of Customs certified enterprise', the partner shall optimize and perfect the safety management of trade security to prevent supply chain safety risks. Specific responsibility includes:

徐州罗特艾德有限公司作为中国海关 AEO 认证企业，在推行 AEO 管理过程中，要求我公司供应商同样遵守供应链安全管理要求，依据中国海关《海关认证企业标准》，优化和完善公司的贸易安全管理，防范供应链安全管理风险。具体责任包括：

10.1 Insuring all business premises with safety-guard control to guarantee the safety of the authorized cars and staff through facility gate, production area, warehouse and parking area without any illegal infiltration.

Insuring warehouse security implemented with staff authorization management to prevent the illegal away from the storage.

应有有效的场所安全控制措施，保证车辆、人员进出大门、厂区、仓库和停车等区域的安全，应采用有效措施进行管理，应确保公司不会被非法闯入，保证保存放货物区域的安全，防止无关人员闯入和接触到存放货物，对进出仓库人员应进行授权管理。

10.2 Effective method is required of safety control via employee-identified system to control the safety-guard entry. Both sides shall make record of the releasing and recalling of staff card and administrate the authentication and inspection of visitors' entry.

对进入安全控制应有有效手段，其中需具有员工身份识别系统，对员工进行身份识别和进入控制，并对员工卡的发放回收进行登记管理；须对进入企业的访客进行身份验证、有效检查和管理。

10.3 Staff authentication on staff's reliable control. Background investigation of position candidates, including warehouse, receiving clerk, security personnel, truck drivers, China Custom business applicants or other key sensitive position related to trade safety, is required to expel those with safety criminal record or risks. Business handover and recovery of work permit and equipment immediately are required for suspending and quitting employees.

应能做好人员安全控制，须对拟聘员工进行就业背景调查，应对仓库人员、装卸货人员、安保人员、运输司机、报关人员等涉及贸易安全的重点敏感岗位员工进行有无犯罪安全背景的调查确认，确认其可靠性，对于离职或者停职员工须办理交接工作，并及时收回工作证件、设备等。

10.4 Partnership Safety-guard control is required for upstream suppliers to improve the trade safety management. Logistics service provider shall focus on spots control from door to door.

能做到商业伙伴安全控制，对上一级供应商要求优化和完善其贸易安全管理；对于物流服务商，能要求其确保供应链运输环节的安全控制。

10.5 Transportation quality control. Checking the list of specification, quantity, shipping package and inspection on suspicious cargo to make sure the goods are aligned and safe. Signature as the necessary process. Report on all exceptions like quantity over, shortage etc. and get effective solutions to deal with them.

应有效控制货物安全，在货物装卸前，需仔细核对货物的品种规格、数量、外包装，并检查可疑物品情况，以确保货物的准确性和安全性；并与提送货司机做好签字交接；在出现货物溢、短装或者其他异常现象时要及时报告并采取有效的应对措施。

10.6 Container service certification and safety-guard control. The assigned control process shall be implemented to prevent un-authored cargo or personnel mixed with the certified ones. Under instruction of the Container 7-point Inspection Method, Inspecting all suspicious objects or personnel of container in and out of interlayer before loading.

应做好集装箱安全控制，对于采用集装箱方式直接运输的货物，须具备相应的管控程序，防止未经许可的货物或者人员混入；对采用集装箱方式直接运输的货物，在装箱前，需按照“集装箱7点检查法”对集装箱进行详细检查，确保集装箱未存在夹层、夹带可疑物品或人员的情况。

10.7 Transportation equipment safety-guard control. Set up standard requirement of vehicles' intactness and security. Make inspection before loading and unloading to prevent hidden suspicious cargos or goods. Do the temporary isolation during loading and unloading trucks to prevent irrelevant personnel approaching working area.

须做好运输工具安全控制，建立保证运输工具的完整性、安全性的管理制度；在装卸货前应对运输工具进行检查，防止藏匿可疑货物、物品；在装卸货期间，对车辆做好临时隔离措施，防止无关人员接近装卸货车辆。

10.8 Crisis management ability. Supplier shall be able to deal with disaster, emergent safety accident and other exceptions and make report and solutions into normal work process. Training staff in compliance with supply chain safety work and ability of exception management are also required.

须具备有效的危机管理，具备对灾害或者紧急安全事故等异常情况的报告、处置等应急机制；并对员工做好供应链安全和危机应对的培训工作。

11 Terminations/协议解除

Buyer can terminate this Agreement when:

出现下列情形之一时，甲方可以解除本协议：

11.1 Supplier cannot meet any clause of this agreement even after Buyer's remind

乙方未能履行本协议书中的任何一项条款，且在催告以后仍未有效执行时另一方有权解除本协议。

11.2 Supplier and Buyer cannot reach mutual agreement about the price adjustment mentioned in section 4.2 双方不能就本协议条款 4.2 中的价格调整达成共识，双方都有权解除本协议并不承担任何违约责任。

11.3 If there has been a Change in Control of Supplier and influenced this agreement, Buyer can terminate it with a notice 30 days in advance.

如果乙方发生了公司控制的变化，或者发生了公司股权或公司财产的全部或部分转移，或者公司领导层发生了变化，且影响本协议正常履行时，在提前 30 天通知的前提下，甲方可以解除本协议，且不承担补偿或赔偿责任。

11.4 Thyssenkrupp complies with the principle of "the United Nations Global Compact", and is a co-signer of "Code of Conduct" (Bundesverband Materialwirtschaft, Einkauf und Logistik e.V. BME), which also complies with the principle of "the United Nations Global Compact", "the United Nations universal declaration of human rights" and "ILO conventions" (hereinafter referred to: "Standard"). Buyer expects that Supplier can comply with the Standard within the scope of its impact, and Supplier can choose its sub suppliers & subcontractors in according to the Standard. If Supplier, or sub suppliers, or subcontractors violate Standard, Buyer shall have the right to cancel the Agreement immediately without notification.

蒂森克虏伯支持《联合国全球契约》的原则，并且是德国物料管理、采购和物流协会《行为规范》(Bundesverband Materialwirtschaft, Einkauf und Logistik e.V. BME) 的共同签署人，而《行为规范》也是在《联合国全球契约》的原则以及《联合国人权宣言》和《国际劳工组织公约》(ILO) (以下统称为：“标准”) 的基础上制定的。甲方期望乙方可以在其影响范围内遵守标准。此外，甲方也期望乙方将标准纳入其对子供应商/分包商的选择中。如果乙方或其任何子供应商/分包商在任何时候违反标准，甲方有权无需通知立即解除合同。

12 Force Majeure/不可抗力

12.1 If the Agreement is not performed due to force majeure, according to the effects of the force majeure, Supplier may be full or partial exemption from responsibility, except for force majeure after discharge from the delay.

因发生了不可抗力事件不能履行合同的，根据不可抗力的影响，可以全部或部分免除责任；但因迟延履行后发生不可抗力的除外。

12.2 The one party encountered force majeure event shall sent out a notice to the other party within 5 days, explain the reason of no execution of agreement, and do its best to continue the implementation of agreement avoiding or eliminating the delay.

遭遇不可抗力事件的一方在发生不可抗力事件后 5 天以内通知另一方，说明不能按期执行合同的原因，并尽一切可能避免或消除延误的因素，以继续执行本协议。

12.3 The agreement could not be conducted only provisionally within the period of force majeure. After the event of force majeure, this agreement should be performed strictly.

不可抗力事件只在其影响期内使遭受不可抗力事件的一方暂时不能执行本协议，不可抗力事件过后，本协议仍需严格执行。

12.4 If the agreement or orders is suspended for more than a month due to force majeure events, buyer shall have the right to cancel the agreement.

如果因不可抗力事件合同或订单中止了一个月以上，甲方有权解除本协议。

13 Human Factors and inviolability/人为因素和不可让与性

13.1 This agreement is signed by _____(Supplier).

本协议由乙方的代表_____签订。

13.2 The Agreement shall not be assigned to the third party by Supplier wholly or partially without Buyer's prior consent. Even with Buyer's permission, Supplier still does not reduce the obligations, should be responsible to Buyer.

未经甲方同意，乙方不得将自己的工作部分或全部转让或分包给其他任何第三方。即使得到了甲方的许可，乙方的义务仍然没有减少，仍应当对甲方负责。

13.3 Account payable of the goods shall not be paid to the third party by Buyer wholly or partially without Buyer's prior consent.

未经甲方的许可，乙方不得将因甲方接受货物后对乙方的应付款部分或全部转让给任何第三人。

13.4 If there has been a Change in Control, leadership, full or part property right of Supplier, Supplier shall sent out a notice in advance.

乙方应将股权的主要变化，领导层的变化或自己部分或全部的产权变化事先通报给甲方。

14 Confidentiality & Intellectual Properties/保密性和知识产权

14.1 Confidentiality/保密性

Executed according to the confidentiality agreement signed by both parties.

按双方签订的保密协议执行。

14.2 知识产权

Executed according to the confidentiality agreement signed by both parties.

按双方签订的保密协议执行。

15 Formal Effective & Period of Validity/协议的正式生效和有效期

15.1 Formal Effective 正式生效

The Agreement is valid after signed and sealed by both parties.

双方签字盖章后本协议立即生效。

15.2 Period of Validity 有效期

15.2.1 Period of validity is form _____ to _____.

自正式生效之日_____年____月____日至_____年____月____日止。此后不再默示延长。

15.3 The purchase orders signed before the end of date agreement will be carried out according terms and conditions of to this Agreement.

要求结束本协议时双方应按原定条款完成原有订单。

15.4 After end of date agreement, both Buyer and supplier indemnify for each other due to the termination of this Agreement.

协议有效期满，甲方和乙方都无须因结束合同而赔偿损失。

16 Arbitration of Disputes/分歧的解决

16.1 This Agreement shall be governed by the laws of the People's Republic of China without regard for its conflict of law principles.

本协议受中国法律约束。

16.2 This Agreement is made and executed in both the Chinese and the English language versions, each with the same legal effect. In the event there is any discrepancy between the two versions, the Chinese version shall prevail.

本协议以中、英文书写并签署，每一版本均具有同等的法律效力。如两种版本存在任何冲突，则以中文版本为准。

16.3 Both parties shall friendly resolve disputes arising during the implementation of the agreement. If fail to consult, either party may sue in a court of prosecutor's place. The language of the arbitration shall be in the Chinese.

双方将本着友好协商的态度解决协议执行期间可能产生的纠纷。如果双方不能友好协商解决争端，任何一方可向法院请求解决。诉讼地点：徐州。使用语言：汉语。

17 Severability/协议的完整性

17.1 This Agreement shall apply to each and every “Purchase Order(s)” confirmed by Supplier since the Effective Date.

本协议适用于其生效后的所有经乙方确认的“采购订单”。

17.2 The whole Agreement is made up of this Agreement and its attachments, and shall displace all the negotiations, statement, agreement related with the theme of this Agreement previously, in writing or orally.

本协议及其附件构成双方的全部协议，并取代先前与本协议主题事项相关的所有谈判、陈述和协议，不论其以书面还是口头形式。

17.3 Only an instrument in writing signed by both parties to this Agreement can modify any term or provision of this Agreement.

本协议中的规定只有经过双方书面同意后方可修改或补充。

18 Others/其他

18.1 If the express delivery and return receipt are not required, the information by Fax each other shall be believable, persuasive and with equal legal effect.

如果没有用快递加回执的要求，双方采用传真方式和电子邮件交换的信息具有可信度和说服力。具有同等法律效力。

18.2 This Agreement includes following attachments 本协议的附件包括：

Attachment I: Price List

附件一：双方确定价格表

18.3 This Agreement is in duplicate, each party hold one copy, with the same legal effect.

本协议一式贰份，双方各执壹份，具有同等法律效力。

Buyer (seal)
甲方（盖章）

Supplier (seal)
乙方（盖章）

By/代表：

By/代表：