



**General Terms and Conditions of Purchase
of the Wacker Neuson Group – the People’s Republic of China**

威克诺森集团

采购通用条款和条件

(中华人民共和国)

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1. Scope, Hierarchy, Form, Definitions

1. 范围、优先级、形式、定义

1.1. These General Terms and Conditions of Purchase –the People’s Republic of China (“**General Terms and Conditions**”) apply exclusively to all agreements concluded within the framework of the business relationship between WACKER NEUSON and the SUPPLIER, which have as their object at least the sale of goods and/or other items and/or rights to and/or the performance of works and/or services for WACKER NEUSON

1.1. 本采购通用条款和条件（中华人民共和国）（“**通用条款和条件**”）排他地适用于在威克诺森与供应商之间的业务关系框架内订立的所有协议，该等协议的标的至少是在中华人民共和国（“**中国**”）境内向威克诺森销售货物和/或其他物品和/或相关权利，和/或向威克诺森履行相关工作和/或服务（“**交付物**”）。



- (“**Deliverables**”) within the People’s Republic of China (“**PRC**”).
- | | |
|---|--|
| 1.2. The General Terms and Conditions shall apply even when the SUPPLIER has not expressly agreed to them. Conflicting or differing terms and conditions of the SUPPLIER only apply where WACKER NEUSON has expressly agreed to them in writing | 1.2. 即使供应商未明确同意，通用条款和条件也应适用。供应商的冲突或不同的条款和条件仅在威克诺森明确书面同意的情况下适用。 |
| 1.3. Framework (supply) agreements and other individual agreements concluded between WACKER NEUSON and the SUPPLIER shall prevail over these General Terms and Conditions. | 1.3. 威克诺森与供应商之间签订的框架（供应）协议和其他单独协议应优先于该等通用条款和条件。 |
| 1.4. To this extent, the following hierarchy shall apply:

I. Individual agreement

III. Framework (supply) agreement

V. General Terms and Conditions | 1.4. 在该等情况下，对于相关文件应适用如下优先级：

II. 单独签署的协议

IV. 框架（供应）协议

VI. 通用条款和条件 |
| 1.5. In the absence of any specific provisions to the contrary, all notices and declarations mentioned in these General Terms and Conditions or in connection with these General Terms and Conditions, especially any Orders or agreements, must be in text form to be effective. | 1.5. 在没有任何相反的具体规定的情况下，通用条款和条件中提及的或与该等通用条款和条件有关的所有通知和声明，特别是任何订单或协议，必须以书面形式方能生效。 |
| 1.6. These General Terms and Conditions shall be written in English and Chinese, and both languages shall be equally effective. In the event of a conflict, English language prevails. | 1.6. 该等通用条款和条件应以中英文书就，两种语言文本具有同等效力。若两种语言文本有任何冲突，以英文文本为准。 |
| 1.7. “ Order ” means the general demand for the Deliverables (e.g. by means of an individual purchase order) made to the SUPPLIER by WACKER NEUSON and any special demand by way of a call-off, to be agreed separately. All Orders from WACKER NEUSON must be in text form or transmitted by way of electronic data interchange (e.g. EDI). | 1.7. “ 订单 ”是指威克诺森向供应商提出的对交付物的一般需求（例如通过单独的采购订单），以及通过分订单的方式提出的需另行协商确定的任何特殊需求。所有来自威克诺森的订单必须以书面形式或通过电子数据交换（例如 EDI）传输。 |
| 1.8. “ EDI ” (Electronic Data Interchange) requires a separate agreement and means the electronic transfer of business documents between WACKER NEUSON and the SUPPLIER in a standard format via a uniform standardised interface. | 1.8. “ EDI ”（电子数据交换）需要单独的协议，是指威克诺森和供应商之间通过统一的标准接口以标准格式进行的商业文件电子传输。 |
| 1.9. “ Intellectual Property ” means all patents, utility models and designs, any copyrights that exist or may come into being, trademarks, brand names and product names (regardless of whether they are registerable or have actually been registered), know-how and other similar rights existing worldwide. | 1.9. “ 知识产权 ”是指所有专利、实用新型和设计、现有或可能产生的任何版权、商标、品牌名称和产品名称（无论其是否可注册或已实际注册）、专有技术和世界范围内存在的其他类似权利。 |
| 1.10. “ SUPPLIER ” indicates the manufacturer, service provider and/or seller, from which WACKER NEUSON orders the Deliverables. | 1.10. “ 供应商 ”指威克诺森从其订购交付物的制造商、服务提供商和/或卖方。 |



1.11. **“WACKER NEUSON”** indicates the relevant company of the WACKER NEUSON Group companies named below, which orders the Deliverables from the SUPPLIER:

- Wacker Neuson Machinery (China) Co., Ltd.

Furthermore, WACKER NEUSON also refers to any other company of the WACKER NEUSON Group with its registered office in the PRC and not listed here that orders Deliverables from the SUPPLIER using these General Terms and Conditions.

1.12. **“WACKER NEUSON Group”** indicates an international group of companies, made up of the parent company Wacker Neuson SE, with its headquarters in Munich, Germany, and all related companies.

1.13. **“Working Days”** include all calendar days, which are not Sundays or bank holidays where WACKER NEUSON has its registered office.

1.14. **“Related Companies”** are all companies that have affiliated relationship with Wacker Neuson SE and the affiliated relationship has the meaning assigned under the PRC Company Law.

2. Offers, Orders, Order Confirmations, Call-Offs, Amendments

2.1. Offers made by the SUPPLIER upon the request of WACKER NEUSON shall be binding and not remunerated.

2.2. The SUPPLIER shall accept Orders from WACKER NEUSON or otherwise respond to the Order without delay or at the latest within five (5) Working Days. WACKER NEUSON can withdraw the Order at any time in whole or in part until it has been accepted by the SUPPLIER. If the SUPPLIER fails to react to the Order within this time, WACKER NEUSON shall no longer be bound by the Order.

Call-offs shall result in a delivery obligation even if they are not confirmed by the SUPPLIER unless the SUPPLIER submits a reasoned objection within three (3) Working Days.

2.3. WACKER NEUSON retains the right to subsequently amend Orders. The SUPPLIER will transfer these changes into a new offer within a reasonable period. The impact of the desired changes, in particular on any additional or reduced costs and delivery times, shall be taken into account appropriately.

3. Performance, Quality and Spare Parts

3.1. The content, nature and scope, quality, dimensions, weight and amounts of the Deliverables as well as the packaging and means of transport

1.11. **“威克诺森”**系指以下向供应商订购交付物的威克诺森集团公司的相关公司:

- 威克诺森机械设备(中国)有限公司

此外,威克诺森还系指威克诺森集团的任何其他注册地在中国但未在此处列明的、使用该等通用条款和条件向供应商订购交付物的公司。

1.12. **“威克诺森集团”**系指一个国际公司集团,由总部位于德国慕尼黑的母公司 Wacker Neuson SE 及其所有关联公司组成。

1.13. **“工作日”**包括所有日历日,不包括威克诺森注册地的周日或银行假日。

1.14. **“关联公司”**系指所有与 Wacker Neuson SE 有关联关系的公司,该关联关系具有《中国公司法》赋予的含义。

2. 要约、订单、订单确认、分订单、修改

2.1. 供应商应威克诺森的要求提出的要约应具有约束力,并且不支付报酬。

2.2. 供应商应立即或最迟在五(5)个工作日内接受威克诺森的订单或以其他方式回复订单。威克诺森可随时全部或部分撤回订单,直到供应商接受订单。如果供应商未能在该等期间内对订单做出回复,威克诺森将不再受订单约束。

除非供应商在三(3)个工作日内提交了理由充分的异议,否则即使供应商未确认,分订单也应产生交货义务。

2.3. 威克诺森保留后续修改订单的权利。供应商将在合理期限内将这些修改转换为新要约。预期变更的影响应被适当考虑,尤其是对任何额外或减少的成本和交付时间的影响。

3. 性能、质量和备件

3.1. 交付物的内容、性质和范围、质量、尺寸、重量和数量以及包装和运输工具必须符合威克诺森订单中的要求(例如,技术图纸、规格和公司标



must comply with the requirements set out in the Order by WACKER NEUSON (e.g., technical drawings, specifications, and company standards), the customary kind and quality, the current state of scientific and technical knowledge, and the relevant DIN, ISO or other comparable norms and industry standards. The most recent relevant company standards of WACKER NEUSON can be accessed at any time under <https://wackerneusongroup.com/en/suppliers/company-standards>.

- 3.2. All Deliverables must comply with the relevant legal provisions, especially those concerning product or machine safety and the standards for accident prevention and environmental protection.
- 3.3. The SUPPLIER shall ensure that it is able to provide WACKER NEUSON with spare parts for the relevant Deliverables on reasonable terms for a period of at least ten (10) years after the end of series production or the business relationship. If the SUPPLIER plans to cease production of spare parts for the products it has supplied, it will inform WACKER NEUSON of this decision to cease production without delay in order to allow WACKER NEUSON to submit a last-time purchase order, if necessary. For this reason, there must be at least six (6) months between the decision to cease production and the cessation of production. The obligation under the first sentence remains unaffected.

4. Delivery, Transfer of Risk, Transport

- 4.1. Unless otherwise agreed on a case-by-case basis, the SUPPLIER will deliver DAP to the destination specified by WACKER NEUSON in accordance with the most recent Incoterms® observed by WACKER NEUSON, which is currently Incoterms® 2020.
- 4.2. Unless the agreed Incoterms® otherwise provide, the SUPPLIER shall bear the risk of accidental loss, destruction or deterioration and the risk of price variation until the Deliverables have been delivered to WACKER NEUSON or the recipient designated by WACKER NEUSON. Where an acceptance procedure has been agreed, it shall be decisive for the transfer of risk.
- 4.3. Each delivery must include a delivery note issued in accordance with DIN 4991 or that at least describes the type, amount, and weight of the delivery. Delivery notes, bills of lading, invoices and all correspondence must include the WACKER NEUSON Order and material numbers. Datasheets, operating manuals, test certificates, approvals and other documentation shall be enclosed with the delivery note in the agreed format and languages.

准)、惯常的种类和质量、科学和技术知识的现状,以及相关的 DIN、ISO 或其他可比的规范和行业标准。威克诺森最新的相关公司标准可在任何时间通过以下链接访问:
<https://wackerneusongroup.com/en/suppliers/company-standards>。

- 3.2. 所有交付物必须符合相关法律规定,特别是有关产品或机器安全以及事故预防 and 环境保护标准的规定。
- 3.3. 供应商应确保能够在批量生产或业务关系结束后至少十(10)年内,以合理的条款向威克诺森提供相关交付物的备件。如果供应商计划停止生产其所供应产品的备件,将立即通知威克诺森该等停止生产的决定,以便威克诺森在必要时提交最后一次采购订单。因此,在决定停止生产和停止生产之间必须至少间隔六(6)个月。第一句规定的义务不受影响。

4. 交付、风险转移、运输

- 4.1. 除非根据具体情况另有约定,否则供应商应按照最新版国际贸易术语解释通则(目前为2020版国际贸易术语解释通则)的 DAP 方式将货物交付至威克诺森指定的目的地。
- 4.2. 除非约定的国际贸易术语解释通则另有规定,供应商应承担意外损失、破坏或变质的风险以及价格变动的风险,直到交付物交付给威克诺森或威克诺森指定的接收人。如果约定了验收程序的,该程序的完成应决定风险转移。
- 4.3. 每次交货必须包括按照 DIN 4991 发出的交货单,或者至少描述交货的类型、数量和重量的交货单。交货单据、提单、发票和所有函件必须包括威克诺森订单和材料编号。数据表、操作手册、测试证书、批准书和其他文件应以商定的格式和语言附随在交货单中。



- 4.4. The SUPPLIER shall also provide WACKER NEUSON with all documents in good time required for export, import and transit or transport. Without these documents, WACKER NEUSON shall have no obligation to accept delivery.
- 4.5. If the delivery note is missing, if it is incomplete or if one of the documents named in sections 4.3 or 4.4 is not included, WACKER NEUSON can refuse to accept delivery and is not at fault for any resulting delay to the payment of the SUPPLIER.
- 4.6. The Deliverables shall be packed to prevent any damage during transport. The SUPPLIER commits to applying the packaging requirements set by WACKER NEUSON. If WACKER NEUSON does not make any special packaging requirements available, the transport handbook retrievable under <https://wackerneusongroup.com/en/suppliers/forms-policies> shall apply.
- 4.7. Upon delivery, the Deliverables shall become the property of WACKER NEUSON. Where and to the extent that a retention of title applies in favour of the SUPPLIER on a case-by-case basis, this will have the effect of simple retention of title notwithstanding any divergent rule. Irrespective of any agreement concerning the retention of title, WACKER NEUSON shall always be entitled to use, process and/or sell the Deliverables in the normal course of business and to transfer ownership of the Deliverables to a third party, even if this would result in the loss of the right of retention.
- 5. Delivery Times, Delays, Force Majeure, Termination**
- 5.1. The delivery time specified in the Order by WACKER NEUSON or otherwise agreed shall be binding (date of delivery or deadline).
- 5.2. If delivery is delayed or if it becomes clear that it will be delayed, the SUPPLIER shall promptly inform WACKER NEUSON of these circumstances and shall provide the reason for the delay.
- 5.3. The fulfilment of all obligations by the SUPPLIER within the agreed delivery time shall be decisive for determining adherence to the delivery times.
- 5.4. If a delivery fails to reach the agreed destination within the agreed delivery time and this failure is the fault of the SUPPLIER, WACKER NEUSON shall be entitled, irrespective of statutory rights, to demand a contractual penalty in the amount of half a per cent (0.5%) of the value of the affected Order from the SUPPLIER for each Working Day that has commenced without delivery, with a maximum penalty of five per cent (5%) of the value of the delayed Order.
- 4.4. 供应商还应及时向威克诺森提供出口、进口、过境或运输所需的所有文件。如果没有这些文件，威克诺森没有义务接受交付。
- 4.5. 如果交货单缺失、不完整或未包含第 4.3 款或第 4.4 款中指定的其中一份文件，威克诺森可以拒绝接受交付，并且对由此导致的供应商付款延迟没有过错。
- 4.6. 交付物应进行包装以防止在运输过程中发生的任何损坏。供应商承诺采用威克诺森规定的包装要求。如果威克诺森没有提供任何特殊包装要求，则通过以下链接可检索的运输手册应适用：<https://wackerneusongroup.com/en/suppliers/forms-policies>。
- 4.7. 交付后，交付物应成为威克诺森的财产。在有利于供应商的所有权保留视情况适用时，即便有任何不同的规则，这将仅产生简单保留所有权的效果。无论任何有关所有权保留的约定，威克诺森始终有权在正常经营过程中使用、处理和/或出售交付物，并有权将交付物的所有权转让给第三方，即使这将导致丧失所有权保留的效果。
- 5. 交付时间、延误、不可抗力、解除**
- 5.1. 威克诺森订单中规定的或另行约定的交付时间具有约束力（交付日期或截止日期）。
- 5.2. 如果交付延迟或明显将延迟，供应商应立即将这些情况通知威克诺森，并说明延迟原因。
- 5.3. 供应商在约定的交付时间内履行所有义务对于确定是否遵守交付时间具有决定性意义。
- 5.4. 如果因供应商的原因导致交货未能在约定的交付时间内到达约定目的地，无论法定权利如何，威克诺森有权要求供应商在未交付的每个工作日支付受影响订单价值的 0.5% 合同违约金，最高违约金为延迟订单价值的 5%。



WACKER NEUSON has the right to claim this contractual penalty even if it did not reserve this right when accepting the delivery. Where damages are claimed for the delay, the contractual penalty shall be deducted from the amount of any damages claimed.

威克诺森有权要求该等合同违约金，即使其在接受交付时未保留该权利。如果因延迟要求违约金，则应从要求的任何损害赔偿额中扣除该等合同违约金。

5.4.1. If the statutory requirements for delay are fulfilled, the SUPPLIER shall be liable for any damages caused by the delay. This applies especially for consequential loss, such as, e.g., lost profits, downtime costs, conversion costs, additional costs of goods bought to replace the delayed goods, as well as increased costs for any expedited delivery that becomes necessary because of the missed delivery deadline.

5.4.1. 如果满足延迟的法定要求，供应商应对延迟造成的任何损失负责。这尤其适用于间接损失，例如利润损失、停工成本、转换成本、为替换延迟货物而购买的货物的额外成本，以及因错过交付期限而需要的任何加速交货而增加的成本。

5.4.2. If the SUPPLIER fails to deliver within the delivery deadline, WACKER NEUSON shall be entitled, irrespective of Section 5.3.1 and 5.3.2, to cancel the Order concerned and all related Orders after a reasonable grace period of at least ten (10) Working Days. The grace period shall be dispensable when the SUPPLIER refuses to deliver, the strict adherence to the performance period is specifically agreed ("absolute fixed date transaction") or special circumstances exist, which would justify the immediate cancellation of the Order considering the interests of both sides. Such circumstances exist, for example, where, due to the delay, the Deliverables cannot be incorporated into the WACKER NEUSON production process without excessive delay or unreasonable economic expense.

5.4.2. 如果供应商未能在交付期限内交货，无论第 5.3.1 款和第 5.3.2 款如何规定，威克诺森有权在至少十（10）个工作日的合理宽限期后取消所涉订单和所有相关订单。当供应商拒绝交付货物、双方特别同意严格遵守履约期（“绝对固定日期交易”）或存在特殊情况，以及考虑到双方的利益，有理由立即取消该命令时，宽限期可以不予考虑。例如，由于延迟，交付物无法在没有过度延迟或不合理的经济费用的情况下纳入威克诺森生产流程。

5.4.3. Early deliveries and/or partial deliveries are equally impermissible. In these cases, WACKER NEUSON shall be justified in refusing to accept the delivery, returning the delivery, or storing the delivery at WACKER NEUSON until the delivery date at the cost and risk of the SUPPLIER.

5.4.3. 提前交货和/或部分交货均不被允许。在这该等情况下，威克诺森有理由拒绝接受交付、退回交付或将交付物存放在威克诺森直至交货日期，该等期间的费用和 risk 由供应商承担。

5.5. The SUPPLIER may only rely on force majeure, meaning an objective impossibility brought about by an exceptional, external event caused by an act of nature or of third parties that was unforeseeable in human judgment and experience, and which could not reasonably have been prevented ("**Force Majeure**"), when

5.5. 在下列情况时，供应商只能依赖于不可抗力，即自然行为或第三方造成的异常外部事件所导致的客观不可能，该事件是人类判断和经验无法预见的，且无法合理预防的（“**不可抗力**”）：

- the event concerned cannot under any circumstances be attributed to the SUPPLIER'S sphere of responsibility and
- the SUPPLIER has a risk management system in place which makes provisions such as, e.g. the selection and development of numerous suitable suppliers/subcontractors, planning alternative production resources and capacities, maintaining adequate inventories, the development of

- 在任何情况下，所涉事件都不能归因于供应商的责任范围，并且
- 供应商有一个风险管理系统，该系统规定如选择和开发众多合适的供应商/分包商，规划替代生产资源和能力，保持足够的库存，制定卫生概念，替代运输方案的组织（即使这些方案涉及合理的额外成本）和可比措施，但是所涉事件仍然导致无法履行协议，



hygiene concepts, the organisation of alternative transport options (even if these involve reasonable additional costs) and comparable measures, and the event concerned still makes it impossible to perform the Agreement or the SUPPLIER demonstrates an inevitability even considering such measures without actually having an explicit risk management system.

或供应商声明即使没有明确的风险管理系统的情况下考虑该等措施也不可避免。

- 5.6. Agreed time periods will be extended by the duration of the disruption caused by the Force Majeure provided that WACKER NEUSON is informed about the occurrence of such a disruption without delay in accordance with section 5.2.
- 5.7. If there is no foreseeable end to the disruption caused by the Force Majeure or if the disruption continues for more than two (2) months, WACKER NEUSON has the right to withdraw from the Agreement or terminate it with immediate effect.
- 5.8. If WACKER NEUSON is prevented from accepting the Order temporarily or generally due to Force Majeure, WACKER NEUSON can also rely on objective impossibility and withdraw from the Agreement or terminate it with immediate effect where it is not reasonable for WACKER NEUSON to accept the Deliverables. In this case, any compensation by WACKER NEUSON is excluded.

- 5.6. 约定的时间期限将延长至由不可抗力造成的中断的持续时间，前提是按照第5.2款的规定，威克诺森被毫不延迟地通知了该等中断的发生。
- 5.7. 如果无法预见因不可抗力造成的中断的结束时间，或者中断持续超过两个月，威克诺森有权退出协议或立即终止协议。
- 5.8. 如果威克诺森由于不可抗力而暂时或普遍无法接受订单，威克诺森也可以根据客观不能，在威克诺森无法接受交付物的情况下退出或立即终止协议。在该等情况下，威克诺森无须进行任何赔偿。

6. Prices, Invoices, Terms and Conditions of Payment, Set-Off and Crediting

- 6.1. The agreed prices are nett and, unless otherwise agreed, in Renminbi (“RMB”) plus the amount of any applicable statutory value-added tax to be stated separately. In addition, prices are binding fixed prices and include all services, auxiliary services and delivery DAP to the destination specified by WACKER NEUSON in accordance with Incoterms®.
- 6.2. Invoices shall preferably be sent to WACKER NEUSON electronically. Where an agreement is reached with the SUPPLIER, an invoice can be submitted via EDI (see Section 1.7.).
- Invoicing shall generally follow DIN 4991, or at least the invoicing requirements of WACKER NEUSON. These requirements can be accessed at any time under <https://wackerneusongroup.com/en/suppliers/forms-policies>.
- Notwithstanding the above, SUPPLIER shall issue special value-added tax invoice to WACKER NEUSON upon the request of WACKER NEUSON.
- 6.3. Payment of the agreed price shall be due within sixty (60) calendar days of complete delivery and

6. 价格、发票、付款条款和条件、抵销和信用额度

- 6.1. 除非另有约定，约定价格为人民币（“人民币”）净额加上任何单独列明的适用的法定增值税金额。此外，价格是具有约束力的固定价格，包括所有服务、附加服务和根据国际贸易术语解释通则的 DAP 术语交付至威克诺森指定目的地。
- 6.2. 发票优先以电子形式寄送至威克诺森。如与供应商达成协议，可以通过电子数据交换的形式提交发票（见第 1.7 款）。
- 开票一般应遵守 DIN 4991，或至少遵守威克诺森的开票要求。这些要求可通过以下链接随时访问：
<https://wackerneusongroup.com/en/suppliers/forms-policies>.
- 尽管有上述规定，供应商应根据威克诺森的要求向威克诺森开具增值税专用发票。
- 6.3. 约定价格应在完成交付和履约（包括任何约定的验收程序）以及收到第6.2款所称的正确的增值税



performance (including any agreed acceptance procedure) and the receipt of a correct special value-added tax invoice within the meaning of Section 6.2. Alternatively, WACKER NEUSON can use the credit procedure to effect payment.

专用发票后六十（60）个日历日内支付。或者威克诺森可以使用信用额度进行支付。

- 6.4. The statutory provisions apply to any default of payment. WACKER NEUSON shall not be in default of payment until it has received at least a reminder from the SUPPLIER.
- 6.5. In the case of misperformance or other counter-claims for breach of contract, WACKER NEUSON is justified in withholding part payment until the Agreement has been performed properly.
- 6.6. Further, WACKER NEUSON is entitled to offset with and against due claims that WACKER NEUSON or a Related Company has against the SUPPLIER or that the SUPPLIER has against WACKER NEUSON or a Related Company.
- 6.7. The SUPPLIER agrees that all securities provided by WACKER NEUSON also serve to secure those claims that Related Companies have against the SUPPLIER. Likewise, all securities that the SUPPLIER has provided for its Related Companies also serve to secure the claims of WACKER NEUSON against the SUPPLIER.
- 6.8. The assignment of claims of the SUPPLIER arising out of this business relationship requires the prior approval of WACKER NEUSON.

- 6.4. 法定条款适用于任何不履行付款的行为。威克诺森在收到供应商的至少一份催告函之前，不被视为违约。
- 6.5. 在履约失误或其他违约反诉的情况下，威克诺森有正当理由扣留部分付款，直到协议得到适当履行。
- 6.6. 此外，威克诺森有权抵销威克诺森或其关联公司向供应商提出的到期权利主张或供应商向威克诺森或其关联公司提出的到期权利主张。
- 6.7. 供应商同意，威克诺森提供的所有保证也用于担保关联公司对供应商的权利主张。同样，供应商为其关联公司提供的保证也用于担保威克诺森对供应商的权利主张。
- 6.8. 供应商因该业务关系产生的权利主张的转让需要获得威克诺森的事先批准。

7. Quality Assurance, Subcontractors

7. 质量保证、分包商

- 7.1. The SUPPLIER shall use its general and specialist knowledge to independently review the designs, calculations, specifications, company standards and other requirements provided by WACKER NEUSON for potential errors or inconsistencies. WACKER NEUSON shall be informed without delay of any concerns so that clarifications can be undertaken jointly. The same applies to any missing technical specifications.
- 7.2. The SUPPLIER ensures that it will maintain and implement a quality assurance system that complies with the most recent standards for the relevant supplier industry/ sector. It will independently undertake the foreseen and agreed quality assurance measures, including completing the necessary documentation. Upon request, the SUPPLIER will make this documentation available to WACKER NEUSON. The applicable requirements of WACKER NEUSON can be accessed at any time under <https://wackerneusongroup.com/en/suppliers/forms-policies>.
- 7.3. WACKER NEUSON is entitled to carry out on-the-spot controls and checks at the production site of the SUPPLIER upon prior notice and during normal business hours to verify the

- 7.1. 供应商应利用其通用和专业知识，独立审查威克诺森提供的设计、计算、规范、公司标准和其他要求，以确定潜在的错误或不一致。威克诺森应立即得到关于任何问题的通知，以便共同进行问题澄清。这同样适用于任何缺失的技术规范。
- 7.2. 供应商确保其将维护和实施符合相关供应商行业/部门最新标准的质量保证体系。它将独立采取预期和商定的质量保证措施，包括完成必要的文件。根据要求，供应商将向威克诺森提供本文件。威克诺森的适用要求可在任何时间通过以下链接访问：
<https://wackerneusongroup.com/en/suppliers/forms-policies>。
- 7.3. 威克诺森有权在事先通知的情况下和正常营业时间内对供应商的生产现场进行现场控制和检查，以核实质量保证措施的实施和遵守情况（“审



implementation of and compliance with the quality assurance measures (“**Audit**”). In particular, WACKER NEUSON is entitled to inspect the documents related to the quality assurance measures, including any guidelines, handbooks and inspection records, and to inspect the storage facilities, production lines and shipping areas to verify compliance with the quality assurance measures and, where obvious defects are detected, WACKER NEUSON may supplement its Audit with interviews. Each Party shall generally bear the corresponding costs themselves. If the Audit uncovers serious deficiencies in the quality assurance system of the SUPPLIER or identifies breaches of contractual obligations, the SUPPLIER will reimburse WACKER NEUSON for the costs of the Audit, providing these costs do not exceed the normal levels of such an audit.

计”)。特别是，威克诺森有权检查与质量保证措施有关的文件，包括任何准则、手册和检查记录，并检查仓储设施、生产线和运输区域，以核查质量保证措施的遵守情况，如果发现明显缺陷，威克诺森可以通过访谈补充其审计。每一方通常应自行承担相应的费用。如果审计发现供应商的质量保证体系存在严重缺陷或发现违反合同义务的情况，供应商将向威克诺森偿还审计费用，前提是该等费用不超过此类审计的正常水平。

7.4. The SUPPLIER may only subcontract all or part of an Order with the prior consent of WACKER NEUSON, unless such subcontractors simply supply standard goods, catalogue articles or raw materials.

7.4. 供应商只能在威克诺森事先同意的情况下分包订单的全部或部分，除非这些分包商只提供标准货物、目录物品或原材料。

7.5. Consent does not release the SUPPLIER from its responsibility for the performance of the Agreement. The SUPPLIER shall bear the risk of procurement for the agreed Deliverables. The SUPPLIER shall be liable for its subcontractor/supplier as if it were the fault or negligence of the SUPPLIER itself.

7.5. 同意并不免除供应商履行协议的责任。供应商应承担约定交付物的采购风险。供应商应对其分包商/供应商负责，如同其自身的过失或疏忽一样。

7.6. The SUPPLIER shall inform WACKER NEUSON in good time of any planned changes to the Deliverables themselves, to the production process, materials or supplied components for the Deliverables, the relocation of production sites, changes to the production process or other measures, that could affect the quality or safety of the Deliverables (e.g., change of subcontractors), and about the nature, content, and scope of these changes. The SUPPLIER will only implement these changes after prior consent of WACKER NEUSON, which WACKER NEUSON shall not unreasonably refuse.

7.6. 供应商应及时通知威克诺森任何交付物本身、交付物的生产过程、材料或供应部件的计划变更、生产场所的搬迁、生产过程的变更或其他可能影响交付物的质量或安全的措施（例如，分包商的变更），以及这些变更的性质、内容和范围。供应商必须事先得到威克诺森的同意才能实施这些变更，但威克诺森不得无理拒绝。

8. Defects, Notice of Defects and Liability for Defects (Warranty)

8. 缺陷、缺陷通知和缺陷责任（保证）

8.1. The rights of WACKER NEUSON in the case of defects of quality and/or title of the Deliverables and other breaches of duties by the SUPPLIER shall be governed by the statutory rules unless otherwise provided in the following.

8.1. 除非以下另有规定，威克诺森在质量缺陷和/或交付物所有权以及其他供应商违反职责的情况下的权利应受法定规则管辖。

8.2. There will also be a defect where, upon the transfer of risk, the Deliverables do not meet the agreed or usual purpose, the agreed quality, the accepted rules of science and technology or the statutory and regulatory provisions applicable

8.2. 如果风险转移后，交付物不符合约定或通常目的、约定质量、公认的科学和技术规则或适用于威克诺森注册地的法定和监管规定，尤其是许可要求、健康和安​​全条例以及事故预防条例，则也会存在缺陷。如果 CE、DIN、ISO 或其他同等标



where WACKER NEUSON has its registered office, in particular licencing requirements, health and safety regulations, and accident prevention regulations. Where CE, DIN, ISO or other equivalent standards apply to the Deliverables, the Deliverables must comply with such standards upon the transfer of risk and must also be free of any rights of third parties.

Those product descriptions, designs and material numbers and similar information, in particular, constitute an agreement on the quality that becomes an object of the relevant Agreement through the designation or reference to it in the Order or, in the same way, is included in the Agreement through these General Terms and Conditions. It does not make a difference whether the product description stems from WACKER NEUSON, the SUPPLIER or a subcontractor/sub-supplier. The rule contained in this provision also applies in the case that the SUPPLIER carries out construction or assembly work in relation to the Deliverables.

The acceptance or approval of samples or specimens presented does not constitute a waiver of any claims for breach of warranty.

- 8.3. In the case of contracts for sale and for work and delivery, WACKER NEUSON will notify any obvious defects in the Deliverables without delay. WACKER NEUSON'S duty to inspect is limited – to the extent that this is feasible in the ordinary course of business – to defects that are obvious from an external examination during the incoming goods inspection, including of the shipping documents (e.g., transport damage, incorrect or short delivery) or which are identified from spot checks carried out as part of quality control procedures. A notice of defects by WACKER NEUSON shall be considered as being submitted without delay where it is submitted within five (5) Working Days of the delivery to WACKER NEUSON. Where a defect is detected at a later stage, WACKER NEUSON shall inform the SUPPLIER within 2 weeks of the discovery of the defect.
- 8.4. If the defect of quality appears within six (6) months of the transfer of risk, it will be assumed that the Deliverable was already defective when the risk was transferred unless the assumption is inconsistent with the nature of the Deliverable or the defect.
- 8.5. If an acceptance procedure was agreed, WACKER NEUSON can declare its acceptance within four (4) weeks of receiving notification from the SUPPLIER that the Deliverables are completed. WACKER NEUSON shall not be obliged to accept the Deliverables in part. The acceptance report prepared by WACKER NEUSON

准适用于交付物，则交付物在风险转移时必须符合该等标准，并且必须不受第三方权利的约束。

特别是该等产品描述、设计和材料编号以及类似信息构成了一项关于质量的协议，通过订单中的指定或引用成为相关协议的客体，或者以相同的方式通过该等通用条款和条件包含在协议中。产品描述来自威克诺森、供应商或分包商/次级供应商并无分别。当供应商进行与交付物有关的建造或装配工作时，本规定中的规则也适用。

接受或批准提交的样品或样本并不构成放弃任何违反保修的索赔。

- 8.3. 在销售合同、工作和交付合同的情况下，威克诺森将毫不拖延地通知交付物中任何明显的缺陷。威克诺森的检查职责仅限于——在正常业务过程中可行的范围内——在进货检查期间的外部检查中明显的缺陷，包括装运单据（例如运输损坏、不正确或交货短缺），或者作为质量控制程序的一部分进行的抽查中发现的缺陷。如果威克诺森的缺陷通知在交付给威克诺森后五（5）个工作日内提交，则应视为立即提交。如果在后期发现缺陷，威克诺森应在发现缺陷后 2 周内通知供应商。
- 8.4. 如果质量缺陷出现在风险转移后的六（6）个月内，则将假设交付物在风险转移时已经存在缺陷，除非该假设与交付物或缺陷的性质不一致。
- 8.5. 如果已约定验收程序，威克诺森可在收到供应商关于交付物已完成的通知后四（4）周内宣布验收。威克诺森无义务接受部分交付物。威克诺森编制的验收报告应用于验收，并应列出任何明显的缺陷。只有验收报告中未记录的明显缺陷才能



shall be used for acceptance and shall list any obvious defects. Unconditional acceptance can only be assumed for obvious defects that are not recorded in the acceptance report. For work performances, it is generally assumed that acceptance is agreed.

假定无条件验收。工作表现通常假设为同意验收。

8.6. Unless otherwise agreed, all warranty claims from WACKER NEUSON shall become time-barred within three (3) years of the transfer of risk except where the statutory provisions provide for longer time limits. If an acceptance procedure has been agreed, this time limit shall start with acceptance without reservations by WACKER NEUSON.

8.6. 除非另有约定，威克诺森的所有保修索赔应在风险转移后三（3）年内到期，除非法律规定更长的时限。如果已约定了验收程序，则该时限应从威克诺森无保留验收开始计算。

8.7. When a notice of defects is received by the SUPPLIER, the limitation period for warranty claims is suspended until the SUPPLIER rejects the warranty claims, declares in writing that the defects have been remedied or refuses to continue negotiations with respect to the warranty claims of WACKER NEUSON.

8.7. 当供应商收到缺陷通知时，保修索赔的时效期暂停，直到供应商拒绝保修索赔、书面声明缺陷已得到补救或拒绝继续就威克诺森的保修索赔进行谈判后再进行计算。

8.8. WACKER NEUSON can, at its discretion, demand to either have the defect removed or to receive a replacement Deliverable without defects ("Rectification"). If the SUPPLIER delivers a replacement, the time periods in Section 8.6 shall begin anew for the replacement.

8.8. 威克诺森可自行决定要求移除缺陷或接收无缺陷的替换交付物（“纠正”）。如果供应商提供了替换物，则第8.6节中的时限应为该等替换物重新开始计算。

8.9. Any expenses necessary for inspection and Rectification shall be borne by the SUPPLIER even where there is no actual defect unless WACKER NEUSON was aware that there was no defect.

8.9. 即使没有实际缺陷，检查和纠正所需的任何费用也应由供应商承担，除非威克诺森知道没有缺陷。

8.10. If the SUPPLIER fails to fulfil its duty to rectify the defects within a reasonable deadline set by WACKER NEUSON, WACKER NEUSON can eliminate the defects itself or have a third party eliminate the defects and demand reimbursement from the SUPPLIER for any necessary expenses. If the SUPPLIER fails to rectify the defects or if Rectification would be unreasonable for WACKER NEUSON, there does not need to be any deadline. In particular, it shall be assumed to be unreasonable where particular urgency or operational safety is concerned, or there is a likelihood of disproportionate damage occurring. WACKER NEUSON will inform the SUPPLIER of this fact as soon as possible. The right to assert further rights is reserved.

8.10. 如果供应商未能在威克诺森规定的合理期限内履行其纠正缺陷的义务，威克诺森可以自行消除缺陷或让第三方消除缺陷，并要求供应商赔偿任何必要的费用。如果供应商未能纠正缺陷，或者如果纠正对威克诺森而言不合理，则无需规定任何截止日期。特别是，如果涉及特别紧急或操作安全，或有可能发生不相称的损坏，则应假定为不合理。威克诺森将尽快通知供应商这一事实。保留主张进一步权利的权利。

8.11. The SUPPLIER shall bear all necessary costs of rectifying the defect where the defective Deliverable is situated, including any installation costs.

8.11. 供应商应承担纠正缺陷交付物所有缺陷的所有必要费用，包括任何安装费用。

9. Liability for Damages, Indemnity, Product Liability, Insurance

9. 损害赔偿、补偿、产品责任、保险

9.1. Regardless of the degree of fault, the SUPPLIER shall be liable for compensation for damages

9.1. 无论过失程度如何，供应商应负责赔偿因供应商、其员工或供应商在履行服务过程中雇用的其



suffered directly or indirectly by WACKER NEUSON as a result of the breach of duties of the SUPPLIER, its staff or other third parties employed by the SUPPLIER in the performance of the service. This applies to damages resulting from defective goods and services, delays, failure to deliver and the breach of a collateral warranty, or due to the breach of a regulatory safety provision, or any other ground to be attributed to the SUPPLIER. To this extent, any limitation of liability shall not exist.

- 9.2. The SUPPLIER shall indemnify WACKER NEUSON against all claims from third parties arising out of or in relation to a breach of duties of the SUPPLIER. This includes defending WACKER NEUSON against any direct or indirect claims or regulatory measures, making all necessary information available, and assuming the costs for legal proceedings and all other necessary expenses for the defence.
- 9.3. If any product liability claim is brought against WACKER NEUSON by a customer or third party, the SUPPLIER shall indemnify WACKER NEUSON from such claims provided that and as far as the damage is caused by a defect in the Deliverable from the SUPPLIER. Within the scope of this liability, the SUPPLIER is obligated to reimburse WACKER NEUSON for all expenses resulting out of or in connection with any recall action carried out by WACKER NEUSON. Such a recall action will especially be taken where it is ordered by an authority or, in the reasonable discretion of WACKER NEUSON, is advisable to avoid impending damage to persons or property. WACKER NEUSON will share with the SUPPLIER the subject matter and scope of the recall action to be conducted in good time.
- 9.4. The SUPPLIER shall conclude extended corporate and product liability insurance (where necessary for the relevant shipment, with a clause covering the supply of defective machinery) including full coverage for personal injury or damage to property for up to EUR 10 million using the so-called product liability model and with effect until the respective expiration of the statute of limitations for defects or the absolute statute of limitations for claims of product liability. Upon request, the SUPPLIER shall present WACKER NEUSON with an insurance certificate evidencing such insurance. The SUPPLIER shall inform WACKER NEUSON of any termination of contract or change of coverage, regardless of the reason; in particular, it shall inform WACKER NEUSON without delay if the insurance contract expires without the conclusion of a subsequent contract. Should WACKER NEUSON be entitled to any claims for compensation that exceed the amount

他第三方违反职责而直接或间接导致威克诺森公司遭受的损失。这适用于因有缺陷的货物和服务、延误、未能交付和违反附带担保，或因违反监管安全规定或任何其他归因于供应商的原因而造成的损害。在此范围内，不存在任何责任限制。

- 9.2. 供应商应赔偿威克诺森因供应商违反义务而引起或与之相关的第三方的所有索赔。这包括为威克诺森就任何直接或间接索赔或监管措施进行辩护，提供所有必要的信息，并承担法律诉讼的费用和所有其他必要的辩护费用。
- 9.3. 如果客户或第三方向威克诺森提出任何产品责任索赔，供应商应赔偿威克诺森的此类索赔，前提是损害是由于供应商的交付物的缺陷造成的。在该等责任范围内，供应商有义务向威克诺森赔偿因威克诺森实施的任何召回行动而产生的或与之相关的所有费用。此类召回行动尤其适用于主管部门下令或经威克诺森合理酌情决定，建议采取此类召回行动以避免对人员或财产造成迫在眉睫的损害的情况。威克诺森将与供应商分享适时进行的召回行动的主要内容和范围。
- 9.4. 供应商应签订保险范围宽泛的公司和产品责任保险（在相关装运需要的情况下，应包含一项关于提供有缺陷机器的条款），包括使用所谓的产品责任模式的最高 1000 万欧元的人身伤害或财产损坏的全额保险，有效期至缺陷诉讼时效或产品责任索赔的绝对诉讼时效到期。一经要求，供应商应向威克诺森提供保险证明。供应商应将任何合同终止或保险范围变更通知威克诺森，无论原因为何；特别是，如果保险合同到期而未签订后续合同，则应立即通知威克诺森。如果威克诺森有权获得超过保险范围的任何索赔，该索赔不受影响。



of the insurance coverage, the claim shall be unaffected.

10. Intellectual and Industrial Property Rights

- 10.1. Intellectual property developed by the SUPPLIER in connection with a specially agreed development (“**New Intellectual Property**”) will be transferred to WACKER NEUSON to the greatest possible extent under law. This transfer shall be compensated by the payment of the price of the Deliverables. Irrespective of this obligation to transfer the New Intellectual Property, the SUPPLIER hereby grants WACKER NEUSON in advance and at no cost, an unconditional, irrevocable, transferrable, exclusive worldwide licence to the New Intellectual Property. The SUPPLIER shall use the New Intellectual Property solely for the purposes of providing the Deliverables. Unless otherwise agreed in writing, this Section shall also apply to software.
- 10.2. WACKER NEUSON exclusively reserves full ownership and all rights to all drawings, 3D models, images, matrices, models, templates, plans, and other documents and information in tangible and intangible form, especially in electronic form, as well as to all intellectual property that the SUPPLIER receives from WACKER NEUSON for the purposes of manufacturing the Deliverables.
- 10.3. The SUPPLIER shall be liable towards WACKER NEUSON for any claims arising in relation to the infringement of an intellectual property right and/or applications for industrial property rights from the use of the Deliverables supplied by the SUPPLIER. To this extent, the SUPPLIER shall indemnify WACKER NEUSON against all claims arising out of or in relation to such infringements and shall bear all costs associated costs, including the costs of any licencing fee to be paid and all reasonable costs of legal proceedings. In addition, the SUPPLIER will support WACKER NEUSON in judicial and extrajudicial proceedings against the holder of the industrial property rights. This shall not apply where the SUPPLIER can show that it is neither responsible for the infringement of the industrial property right nor would it have known about the infringement had it used the diligence of a prudent businessperson at the time of the delivery.
- 10.4. Furthermore, this warranty shall not apply to the extent that the Deliverables are produced exclusively according to the plans, documents and models provided by WACKER NEUSON and the SUPPLIER neither knew nor should it have known that the production of the Deliverables or rendering the services constituted an infringement as defined above.

10. 知识产权和工业产权

- 10.1. 供应商开发的与特别约定开发相关的知识产权（“**新知识产权**”）将在法律规定的最大范围内转让给威克诺森。该转让应通过支付交付物的价格来补偿。尽管有转让新知识产权的义务，供应商特此提前免费授予威克诺森对新知识产权的无条件、不可撤销、可转让的全球独家许可。供应商应仅将新知识产权用于提供交付物的目的。除非另有书面约定，否则本节也适用于软件。
- 10.2. 威克诺森独家保留对所有图纸、3D 模型、图像、矩阵、模型、模板、计划和其他有形和无形形式的文件和信息（尤其是电子形式），以及供应商从威克诺森处收到的用于制造交付物的所有知识产权的完全所有权和所有权利。
- 10.3. 对于因使用供应商提供的交付物而侵犯知识产权和/或申请工业产权而引起的任何索赔，供应商应对威克诺森承担责任。在该等情况下，供应商应赔偿因此类侵权行为引起的或与之相关的所有索赔，并承担所有相关费用，包括需支付的任何许可费和所有合理的法律诉讼费用。此外，供应商将在针对工业产权持有人的司法和非司法程序中支持威克诺森。如果供应商能够证明其对侵犯工业产权不负责任，并且如果供应商在交付时使用了谨慎的商人的勤勉，其也不会知道该侵权行为，则本条不适用。
- 10.4. 此外，如果交付物仅根据威克诺森提供的计划、文件和模型生产，且供应商既不知道也不应该知道生产交付物或提供服务构成上述侵权，则该等担保不适用。



11. Tools and Provided Production Materials

- 11.1. Moulds, tools, production facilities, devices, and similar equipment (“**Tools**”) made available to the SUPPLIER by WACKER NEUSON remain the sole property of WACKER NEUSON.
- 11.2. The SUPPLIER shall store the Tools properly and mark them so that they are clearly identifiable as the property of WACKER NEUSON. These Tools may not be given to third parties by either the SUPPLIER or its legal successors or used for the production of the same or similar articles by or for third parties. The Tools are to be protected against any misuse, kept confidential from unauthorised persons and surrendered to WACKER NEUSON without delay upon request from WACKER NEUSON. The SUPPLIER shall have no rights of retention or other counterclaims against this duty to surrender – for any legal reason whatsoever.
- 11.3. The same applies to Tools that were produced by the SUPPLIER for the purposes of manufacturing the Deliverables and were paid for by WACKER NEUSON. Upon payment, such Tools immediately become the property of WACKER NEUSON.
- 11.4. Amendments may only be made to the Tools with the prior consent of WACKER NEUSON.
- 11.5. The SUPPLIER shall examine the Tools regularly to check that they function properly and are accurate. If defects are found, WACKER NEUSON shall be informed of these defects without delay and the further steps clarified.
- 11.6. The SUPPLIER shall be liable for any replacement or repair costs resulting from improper handling of the Tools.
- 11.7. The costs for the replacement or repair of Tools due to normal wear and tear shall be borne by WACKER NEUSON after a prior agreement on the assumption of costs, which WACKER NEUSON shall not unreasonably refuse.
- 11.8. The SUPPLIER will store the Tools at its own costs for at least ten (10) years after the last use and will return the Tools upon the request of WACKER NEUSON. The Tools may only be disposed of or returned with the written consent of WACKER NEUSON.
- 11.9. The SUPPLIER shall inform WACKER NEUSON without delay in the case of any enforcement measures against the SUPPLIER.
- 11.10. To the extent that WACKER NEUSON makes products, raw materials, or other materials available to the SUPPLIER for production of the Deliverables (“**Production Materials**”), WACKER

11. 工具和提供的生产材料

- 11.1. 威克诺森向供应商提供的模具、工具、生产设施、装置和类似设备 (“**工具**”) 仍为威克诺森的专有财产。
- 11.2. 供应商应妥善储存工具, 并对其进行标记, 使其能够清楚地被识别为威克诺森的财产。这些工具不得由供应商或其合法继承人提供给第三方, 也不得由第三方或为第三方生产相同或类似物品。工具应受到保护, 防止任何误用, 对未经授权的人员保密, 并应威克诺森要求立即交还给威克诺森。
- 11.3. 同样的情况也适用于供应商为制造交付物而生产并由威克诺森支付费用的工具。一旦付款, 该等工具立即成为威克诺森的财产。
- 11.4. 只有在获得威克诺森事先同意的情况下, 才能对工具进行修改。
- 11.5. 供应商应定期检查工具, 以确保其功能正常且准确。如果发现缺陷, 应立即将该等缺陷告知威克诺森, 并澄清进一步的步骤。
- 11.6. 供应商应负责因工具处理不当而产生的任何更换或维修费用。
- 11.7. 由于正常磨损而更换或修理工具的费用应由威克诺森在事先就费用承担达成协议后承担, 威克诺森不得无理拒绝。
- 11.8. 供应商将在最后一次使用后自费储存工具至少十 (10) 年, 并应威克诺森的要求返还工具。只有获得威克诺森的书面同意, 才能处置或归还工具。
- 11.9. 如果供应商被采取任何强制措施, 供应商应立即通知威克诺森。
- 11.10. 如果威克诺森向供应商提供产品、原材料或其他材料以生产交付物 (“**生产材料**”), 威克诺森保留这些生产材料的所有权。生产材料的连接、混



NEUSON retains ownership of these Production Materials. The joining, mixing, processing, installation, or remodelling (“**Processing**”) of the Production Materials by the SUPPLIER takes place for WACKER NEUSON. If the Production Materials are processed together with other products, raw materials or materials that are not owned by WACKER NEUSON, WACKER NEUSON shall acquire joint ownership to the Deliverables produced in proportion to the value of the Production Materials that were used in production.

- 11.11. The SUPPLIER shall have no right of retention for the Production Materials, regardless of the reason. The Production Materials may not be used for any other purpose other than the agreed purpose, nor may they be made available to third parties without the prior agreement of WACKER NEUSON.

12. Customs and Export Controls

- 12.1. The SUPPLIER shall inform WACKER NEUSON in its business documents of any licencing requirements for export or re-export of the Deliverables under Chinese, German, European or US export and customs regulations, the export control regulations of the United Nations, or the export and tariff provisions of the country of origin of the Deliverables. Where such requirements apply, the SUPPLIER shall provide at least the following information in the relevant positions in its offers, Order confirmations, delivery notes and/or invoices:
- 12.1.1. The export list number under Annex AL of the German Foreign Trade and Payments Ordinance (*Aussenwirtschaftsverordnung, AWV*) or comparable list items of relevant export lists;
- 12.1.2. The ECCN (Export Control Classification Number) or EAR 99 under US Export Administration Regulations (EAR);
- 12.1.3. The country of origin of the Deliverables;
- 12.1.4. The HS Code of the goods.
- 12.2. The SUPPLIER shall ensure that it provides WACKER NEUSON with a long-term supplier’s declaration for products with preferential origin status in accordance with the relevant Chinese or EU legal requirements, without the need for WACKER NEUSON to first request such a declaration.
- 12.3. The SUPPLIER guarantees that it is either an Authorised Economic Operator (AEO-F or AEO-S) (if applicable) or that it fulfils the following requirements of security in the supply chain:

合、加工、安装或重塑 (“**加工**”) 由供应商为威克诺森进行。如果生产材料与其他产品、原材料或非威克诺森所有的材料一起加工，威克诺森应按照生产中使用的生产材料的价值比例获得对生产的交付物的共同所有权。

- 11.11. 无论出于何种原因，供应商均无权扣留生产材料。未经威克诺森事先同意，生产材料不得用于约定用途以外的任何其他用途，也不得提供给第三方。

12. 海关和出口管制

- 12.1. 供应商应在其商业文件中告知威克诺森中国、德国、欧洲或美国出口和海关法规下的交付物出口或再出口的任何许可要求、联合国的出口管制条例或交付物原产国的出口和关税规定。在适用此类要求的情况下，供应商应在其要约、订单确认书、交货单和/或发票中的相关位置至少提供下列信息：
- 12.1.1. 《德国对外贸易和支付条例》（*Aussenwirtschaftsverordnung, AWV*）附件 AL 下的出口清单编号或相关出口清单的类似清单项目；
- 12.1.2. 美国出口管制条例（EAR）下的 ECCN（出口管制分类号）或 EAR 99；
- 12.1.3. 交付物的原产国；
- 12.1.4. 货物的 HS 代码。
- 12.2. 供应商应确保根据相关中国或欧盟法律要求，为威克诺森提供具有优惠原产地地位的产品的长期供应商声明，而无需威克诺森首先要求此类声明。
- 12.3. 供应商保证其为授权经济运营商（AEO-F 或 AEO-S）（如适用），或满足供应链安全的以下要求：



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| 12.3.1. Deliverables that are produced and/or stored for WACKER NEUSON or transported and/or delivered to WACKER NEUSON are produced, stored and processed in secure facilities, and loaded at secure freight handling centres. | 12.3.1. 为威克诺森生产和/或储存的交付物或运输和/或交付给威克诺森的交付物在安全设施中生产、储存和处理，并在安全货运处理中心装载。 |
| 12.3.2. The Deliverables are protected against unauthorised access during production, storage, processing, loading and transport; | 12.3.2. 交付物在生产、储存、加工、装载和运输期间受到保护，防止未经授权的访问； |
| 12.3.3. The employees in charge of the production, storage, processing, loading, transport and acceptance of the Deliverables are reliable (within the meaning of Article 24 (1) of Regulation (EU) No. 2015/2447); and | 12.3.3. 负责交付物的生产、储存、加工、装载、运输和验收的员工是可靠的（符合欧盟第 2015/2447 号条例第 24(1)条的含义）；以及 |
| 12.3.4. Subcontractors or suppliers of the SUPPLIER are informed that they must also take measures to secure the above supply chain. | 12.3.4. 通知供应商的分包商或供应商必须采取措施确保上述供应链的安全。 |
| 12.4. The SUPPLIER shall inform WACKER NEUSON of the grant of AEO-F or AEO-S status (if applicable) without delay and at the latest with the first delivery by providing a copy of the official certification. | 12.4. 供应商应立即通知威克诺森授予 AEO-F 或 AEO-S 状态（如适用），并最迟应在首次交付时提供一份正式证书副本。 |

13. Confidentiality

13. 保密

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| 13.1. The SUPPLIER shall keep absolutely confidential all information, files and documents that WACKER NEUSON makes available to the SUPPLIER or that the SUPPLIER otherwise receives in the course of the business relationship regarding WACKER NEUSON or which the SUPPLIER creates or will create in connection with the fulfilment of its obligations towards WACKER NEUSON (" Confidential Information "). The SUPPLIER is prohibited from using the Confidential Information for purposes other than the fulfilment of its obligations towards WACKER NEUSON and from making the information available to third parties without the prior consent of WACKER NEUSON. | 13.1. 供应商应绝对保密威克诺森向供应商提供的所有信息、档案和文件，或供应商在与威克诺森的业务关系过程中以其他方式收到的所有信息，或供应商为履行其对威克诺森的义务而创建或将创建的所有信息和文件（" 保密信息 "）。未经威克诺森的事先同意，供应商不得将保密信息用于履行其对威克诺森的义务以外的目的，也不得将该信息提供给第三方。 |
| 13.2. This obligation shall remain in force notwithstanding any cancellation or termination of the respective Agreement, regardless of the reason; these provisions shall not apply to information, files or documents that are generally available or become generally available without a breach of the obligations of the SUPPLIER or where the SUPPLIER provides the information to a subcontractor and/or supplier to the extent necessary to fulfil the respective Agreement. | 13.2. 无论出于何种原因相关协议是否被取消或终止，该义务仍然有效；这些规定不适用于在不违反供应商义务的情况下普遍可得或变得普遍可得的信息、档案或文件，或供应商向分包商和/或供应商提供履行各自协议所需的信息的情况。 |
| 13.3. Upon request, at the latest automatically after the end of the business relationship, the Confidential Information shall be returned to WACKER NEUSON or, where agreed, destroyed or – where it is stored electronically – deleted. Upon the request of WACKER NEUSON, the SUPPLIER shall | 13.3. 根据要求，最迟应在业务关系结束后自动将保密信息返还给威克诺森，或在同意的情况下销毁或删除（以电子方式存储的情况下）。应威克诺森的要求，供应商应以书面形式确认履行这些义务。 |



confirm the performance of these obligations in writing.

14. Data Protection

- 14.1. The SUPPLIER shall comply with the provisions of the EU General Data Protection Regulation (“GDPR”), the Personal Data Protection Law of the People’s Republic of China and Data Security Law of the People’s Republic of China (collectively, “**Chinese Data Protection and Security Laws**”) and the relevant laws and implementing provisions.
- 14.2. Where, when performing the Agreement, the SUPPLIER processes personal information from WACKER NEUSON within the meaning of the GDPR and these Chinese Data Protection and Security Laws (“**Order Processing**”), an agreement shall be concluded in accordance with Article 28 (3) of the GDPR providing that the relevant conditions are fulfilled.
- 14.3. Where it transfers personal data to third countries, the SUPPLIER shall comply with the specifications of Article 44 *et seq.* of the GDPR and related provisions of these Chinese Data Protection and Security Laws and, upon request, shall present the Data Protection Officer of WACKER NEUSON with the appropriate safeguards for the transfer.
- 14.4. The SUPPLIER shall ensure that persons involved in the performance of the Agreement will be trained in data protection law and be bound to comply with data secrecy during and after the end of their employment.
- 14.5. The Data Protection Officer from WACKER NEUSON shall, upon request, be supplied with the information and proof that WACKER NEUSON requires to fulfil its obligations under the GDPR and these Chinese Data Protection and Security Laws.

15. Compliance, Code of Conduct

- 15.1. All supplies and services shall be provided in accordance with the latest version of the “Code of Conduct for Business Partners of the Wacker Neuson Group” (“**Code of Conduct**”). The latest version can be accessed under <https://wackerneusongroup.com/en/suppliers/forms-policies>. The SUPPLIER will communicate the Code of Conduct to its subcontractors and demand compliance from these third parties, where they are tasked with performing services for WACKER NEUSON. In the case of serious violations of the Code of Conduct, WACKER

14. 数据保护

- 14.1. 供应商应遵守《欧盟通用数据保护条例》（“GDPR”）、《中华人民共和国个人信息保护法》和《中华人民共和国数据安全法》（统称“**中国数据保护和安全感**”）以及相关法律和实施规定。
- 14.2. 如果在履行本协议时，供应商处理威克诺森的符合 GDPR 和中国数据保护和安全感含义的个人信息（“**订单处理**”），则应根据 GDPR 第 28(3)条签订协议，约定满足相关条件。
- 14.3. 如果供应商向第三国传输个人数据，则供应商应遵守 GDPR 第 44 条及之后条款的规范以及中国数据保护和安全感的相关规定，并要求向威克诺森的数据保护官提供适当的传输保障措施。
- 14.4. 供应商应确保参与履行本协议的人员将接受数据保护法培训，并在其雇佣期间和雇佣结束后遵守数据保密规定。
- 14.5. 一经要求，应向威克诺森的数据保护官提供威克诺森履行 GDPR 和该等中国数据保护和安全感规定的义务所需的信息和证明。

15. 合规、行为准则

- 15.1. 所有供应和服务均应按照最新版的“威克诺森集团商业伙伴行为准则”（“**行为准则**”）提供。最新版本可通过以下链接访问：
<https://wackerneusongroup.com/en/suppliers/forms-policies>。供应商将向其分包商传达行为准则，并要求负责为威克诺森提供服务的第三方遵守。如果严重违反行为准则，威克诺森有权立即终止所有订单和合同。



NEUSON shall be entitled to extraordinarily terminate all Orders and contracts with immediate effect.

15.2. In this connection, the SUPPLIER shall grant WACKER NEUSON the right, where it has justified doubts about the SUPPLIER'S compliance with the Code of Conduct and minimum social standards and where WACKER NEUSON has given advanced notice, to visit the offices and production sites of the SUPPLIER during normal business hours to ensure that the SUPPLIER is complying with the Code of Conduct and minimum social standards. To this end, WACKER NEUSON may, in particular, view documents and industrial safety measures such as guidelines and handbooks, inspect the workplaces to assess whether the work and safety measures are complied with and, where a manifest abuse is found, supplement the examination with interviews.

15.2. 在这方面，如果威克诺森有合理理由怀疑供应商是否遵守行为准则和最低社会标准，并且威克诺森事先通知供应商，威克诺森有权在正常营业时间内访问供应商的办公室和生产现场，以确保供应商遵守行为准则和最低社会标准。为此，威克诺森可特别查看文件和工业安全措施，如指南和手册，检查工作场所，以评估是否遵守了工作和安全措施，如果发现明显的滥用行为，则通过面谈补充检查。

16. Product / Material Compliance

16.1. The SUPPLIER will comply with all requirements of Regulation (EC) No. 1907/2006 (REACH) in relation to the Deliverables.

16.2. Where the Deliverables do not contain any substances of very high concern (SVHCs) within the meaning of Article 59 in combination with Article 57 of the REACH Regulation in a concentration above zero-point-one per cent (0.1%) by weight, a so-called negative declaration shall be made. This should state that the product does not contain any SVHCs or, where it does contain SVHCs, that these do not exceed the threshold of zero-point-one per cent (0.1%) by weight. In the latter case, the SVHCs concerned should be named. Article 33 of the REACH Regulation remains unaffected. If there is a change to the SVHC list, the supplier declaration shall be updated immediately after the notification of the change for all Deliverables to be delivered after the change.

16.3. In addition, the substance restrictions of Regulation 2011/65/EU (RoHS) are to be complied with fully, even if the Deliverables themselves do not fall within the scope of the RoHS Regulation. WACKER NEUSON shall be informed of any deviation from this Section 16.3, especially of any reliance on the relevant exemption request, before delivery and shall be provided with evidence to justify the reliance on the relevant exemption request.

16.4. The SUPPLIER shall make available to WACKER NEUSON without delay and upon delivery at the latest all information necessary for the notification under Article 9 (1) (i) of Directive 2008/98/EC on waste for every (single) product and, if applicable, for the packaging. The SUPPLIER shall also

16. 产品/物料合规

16.1. 供应商将遵守第 1907/2006 号法规 (EC) (REACH) 中与交付物相关的所有要求。

16.2. 如果交付物不包含任何浓度高于 0.1% (按重量计) 的 REACH 法规第 59 条和第 57 条所指的高度关注物质 (SVHCs)，则应作出所谓的负面声明。该等声明应说明产品不含任何 SVHCs，或者如果产品含有 SVHCs，则应说明 SVHCs 不超过 0.1% (按重量计) 的阈值。在后一种情况下，应明确说明相关的 SVHCs。REACH 法规第 33 条仍然不受影响。如果 SVHC 清单发生变更，则供应商声明应在通知变更后立即更新，以便在变更后交付所有交付物。

16.3. 此外，即使交付物本身不属于 RoHS 法规的范围，也应完全遵守第 2011/65/EU 号法规 (RoHS) 的物质限制。威克诺森在交货前应被告知任何偏离本第 16.3 款的情况，特别是任何依赖有关豁免请求的情况，并应被提供证据证明依赖有关豁免请求是合理的。

16.4. 供应商应毫不延迟地并最迟在交货时向威克诺森提供根据第 2008/98/EC 号指令第 9(1)(i)条就每种 (单个) 产品的废物和包装 (如适用) 发出通知所需的所有信息。供应商还应向威克诺森提供相关的 SCIP 编号。



make the relevant SCIP number available to WACKER NEUSON.

16.5. The SUPPLIER shall be responsible for ensuring that the Deliverables comply with Directive (2006/42/EC) on machinery, as amended, that they have the CE label and that they are accompanied by an EC declaration of conformity if this is prescribed in the EU for the Deliverables. The SUPPLIER shall also affix any labels to the Deliverables, their components, packaging, and all other transportation aids as are required at the destination of the Deliverables, as specified by WACKER NEUSON.

16.6. In addition, the SUPPLIER shall ensure that it will not supply any products that contain conflict minerals within the meaning of Section 1502 of the US Dodd-Frank Act of 2010, Regulation (EU) 2017/821 or other similar national or international laws and provisions. If the SUPPLIER is not able to rule out that Deliverables may contain such minerals, the SUPPLIER shall inform WACKER NEUSON without delay using the most recent version of the CFRI Conflict Minerals Reporting Template (see: <http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/>) and providing the material number for WACKER NEUSON.

16.5. 供应商应负责确保交付物符合经修订的机械指令（2006/42/EC），具有 CE 标签，并附有 EC 符合性声明（如果欧盟对交付物有规定）。供应商还应按照威克诺森的规定，在交付物、其组件、包装和交付物目的地所需的所有其他运输工具上贴上任何标签。

16.6. 此外，供应商应确保其不会供应任何含有 2010 年美国多德-弗兰克法案第 1502 节、第 2017/821 号欧盟条例或其他类似国家或国际法律和规定所述冲突矿产品的产品。如果供应商不能排除交付物可能含有此类矿物，供应商应立即使用最新版本的 CFRI 冲突矿物报告模板（见：<http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/>）通知威克诺森，并提供威克诺森的材料编号。

17. Product Responsibility, Take Back and Disposal

17.1. All electrical and electronic devices delivered to WACKER NEUSON shall apply with the applicable provisions of European Directive 2012/19/EU on Waste Electrical and Electronic Equipment (WEEE Directive), the relevant national legislation implementing the Directive, as amended, and all applicable Chinese laws, regulations and codes. Upon request, the relevant information for the notification or registration, as applicable (date of the notification/registration, registration number, brand(s) in the register, manufacturer name in the register), as well as confirmation of participation in a take-back system shall be provided to WACKER NEUSON without delay. Upon request from WACKER NEUSON, the SUPPLIER will assume the obligation to take back and properly dispose of the relevant Deliverables, as far as legally permissible, after the end of use by WACKER NEUSON, customers of WACKER NEUSON and/or its customer's customers at the SUPPLIER'S expense in accordance with the statutory provisions. Wherever permissible, the SUPPLIER shall release WACKER NEUSON from the take-back obligations for waste electrical and electronic devices and from related third-party claims. WACKER NEUSON'S entitlement to the release/indemnification by the SUPPLIER shall not become time-barred until three years since

17. 产品责任、回收和处置

17.1. 交付给威克诺森的所有电气和电子设备应适用欧洲 2012/19/EU 关于废弃电气和电子设备的指令（WEEE 指令）的适用条款，实施该指令的相关国家立法（经修订），以及所有适用的中国法律、法规和规范。一经要求，应立即向威克诺森提供通知或注册的相关信息（如适用）（通知/注册日期、注册号、注册品牌、注册制造商名称）以及参与回收系统的确认。根据威克诺森的要求，供应商将承担在威克诺森、威克诺森的客户和/或其客户的客户终止使用后，在法律允许的范围内收回并妥善处置相关交付物的义务，费用由供应商根据法定条款承担。在允许的情况下，供应商应免除威克诺森对废弃电气和电子设备的回收义务以及相关第三方索赔。威克诺森对供应商解除/赔偿的权利在最终停止使用交付物后三年内不得失效。该期限最早从威克诺森收到客户和/或其客户关于使用终止的书面通知开始计算。



the final discontinuation of use of the Deliverable. This period begins at the earliest with the receipt by WACKER NEUSON of written notice from the customer and/or its customer about the end of use.

17.2. All applicable provisions of the European Battery Directive 2006/66/EC and the relevant national implementing laws, as amended, and all applicable Chinese laws, regulations and codes shall be complied with for all rechargeable and non-rechargeable batteries delivered to WACKER NEUSON, regardless of their shape, volume, weight, material composition or use and irrespective of whether the batteries are the Deliverable or part of the Deliverable. Upon request and without delay, the SUPPLIER shall provide the relevant notification or registration information (date of the notification/registration, registration number, brand(s) in the register, manufacturer name in the register) and make available all necessary documents to show that the batteries may be placed on the market. WACKER NEUSON is free to dispose the batteries via its own disposal method, as approved by the relevant authority, and to charge the SUPPLIER the costs involved up to the normal market value for disposal.

17.3. All packaging delivered to WACKER NEUSON shall always comply with all applicable provisions of the European Packaging and Packaging Waste Directive 94/62/EC and the relevant national implementing provisions, as amended.

Upon request from WACKER NEUSON, the relevant notification or registration information (date of the notification/registration, registration number, brand(s) in the register, manufacturer name in the register), if applicable, shall be provided without delay and confirmation of participation in a take-back system shall be presented.

17.4. The SUPPLIER shall, at its own costs, take back any packaging that is not required to participate in a system as well as Deliverables and/or their component parts including the packaging and transportation aids, where this is prescribed by law. WACKER NEUSON is free to dispose of these items via its own disposal method, as approved by the relevant authority, and to charge the SUPPLIER for the actual costs involved in disposal up to the normal market value for disposal.

18. Choice of Law and Place of Jurisdiction

18.1. The laws of the PRC shall apply exclusively to the business relationship between WACKER NEUSON and the SUPPLIER. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded

17.2. 交付给威克诺森的所有可再充电和非可再充电电池，无论其形状、体积、重量、材料组成或用途如何，也无论电池是交付物还是交付物的一部分，均应遵守欧洲 2006/66/EC 电池指令和实施该指令的相关国家立法（经修订）的所有适用规定，以及所有适用的中国法律、法规和规范。一经要求，供应商应立即提供相关通知或注册信息（通知/注册日期、注册号、注册品牌、注册制造商名称），并提供所有必要的文件，证明电池可以投放市场。经相关主管部门批准，威克诺森可自由通过自己的处置方法处置电池，并向供应商收取相关成本，直至达到处置的正常市场价值。

17.3. 交付给威克诺森的所有包装应始终符合欧洲包装和包装废物指令 94/62/EC 的所有适用规定以及实施该指令的相关国家立法（经修订）。

一经要求，应立即向威克诺森提供通知或注册的相关信息（如适用）（通知/注册日期、注册号、注册品牌、注册制造商名称），并须出示参与回收系统的确认。

17.4. 供应商应自费收回不需要参与系统的任何包装以及交付物和/或其组成部分，包括法律规定的包装和运输工具。经相关主管部门批准，威克诺森可自由通过自己的处置方法处置该等事项并向供应商收取处置所涉及的实际成本，直至达到处置的正常市场价值。

18. 法律选择和管辖地

18.1. 威克诺森和供应商之间的业务关系适用中国法律，不包括《联合国国际货物销售合同公约》（CISG）。



18.2. In the event of any dispute arising out of or in connection with these General Terms and Conditions, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations. If the dispute cannot be resolved through friendly consultations within 30 days after one Party has served written notice to the other Party requesting the commencement of such consultations, such dispute shall be resolved by arbitration administered by China International Economic and Trade Arbitration Commission (concurrently named the "Court of Arbitration of the China Chamber of International Commerce") ("CIETAC") in Shanghai in accordance with the CIETAC Arbitration Rules as in force then. The arbitral tribunal shall comprise of three (3) arbitrators. One arbitrator shall be appointed by WACKER NEUSON, one arbitrator shall be appointed by the SUPPLIER, and the third, being the presiding arbitrator shall be appointed upon the agreement of the Parties. If the Parties cannot reach an agreement on the appointment of the third arbitrator within 30 days after the dispute is submitted to CIETAC, the third arbitrator shall be designated by CIETAC. The language of the arbitration proceedings shall be both Chinese and English. The arbitral award shall be final and binding upon the Parties.

18.2. 因本通用条款和条件引起或与之相关的任何争议，双方应首先尝试通过友好协商解决。如果在一方向另一方发出书面通知要求开始此类协商后 30 天内，无法通过友好协商解决争议，该争议应由中国国际经济贸易仲裁委员会（同时称为“中国国际商会仲裁院”）（“贸仲”）根据当时有效的贸仲仲裁规则在上海进行仲裁解决。仲裁庭由三名仲裁员组成。一名仲裁员由威克诺森指定，一名仲裁员由供应商指定，第三位为首席仲裁员，应由双方协商一致指定。如果双方未能在争议提交贸仲后 30 天内就第三位仲裁员的任命达成协议，第三位仲裁员应由贸仲指定。仲裁程序的语言应为中文和英文。仲裁裁决应为最终裁决，对双方均有约束力。