

General Terms and Conditions of Purchase China **中国采购通用条款及条件**

1. General Provisions

总则

- 1.1 These General Terms and Conditions shall be applied to any purchase orders, order confirmations or relevant contracts (collectively "a Purchase Order" or "Purchase Orders") made between any entity of Wacker Neuson Group (i.e. Wacker Neuson SE and all its affiliates) in China ("Wacker Neuson") and the party providing goods or services to Wacker Neuson ("Supplier"). The application of any terms and conditions of the Supplier shall be expressly excluded, unless as otherwise agreed by the parties. Should there be any inconsistency between these General Terms and Conditions and the terms of any Purchase Order or Frame Contract, the terms of such Purchase Order or Frame Contract shall prevail.

本通用条款及条件适用于威克诺森集团（即 Wacker Neuson SE 及其所有关联公司）在中国的任何实体（“威克诺森”）与为威克诺森提供货物或服务一方（“供应商”）之间订立的任何采购订单、订单确认函或相关合同（“采购订单”）。除非双方另有约定，供应商的任何条款及条件的适用应明确排除在外。如本通用条款及条件与任何采购订单或框架合同的规定不一致，以该采购订单或框架合同的规定为准。

- 1.2 The Supplier shall be obliged to accept the Purchase Order provided by Wacker Neuson within one week upon the receipt of such Purchase Order. If Supplier fails to accept such Purchase Order within the specified time limit, such Purchase Order shall no longer be binding on Wacker Neuson as an offer. By accepting any Wacker Neuson's Purchase Order, the Supplier hereto is deemed as accepting these General Terms and Conditions. Any change or modification of the Purchase Order and/or these General Terms and Conditions is invalid without explicitly agreed and consented in writing by both parties. The way of accepting of Purchase Order shall be made by both parties' authorized representatives through signing and stamping the corporate seal if there is no agreement of signature and stamp exemption between both Wacker Neuson and Supplier. The accepted Purchase Order can be transferred through fax, email or EDI; however, if a Purchase Order is only signed by Wacker Neuson's authorized representative and stamped by Wacker Neuson's corporate seal, any actual performance by the Supplier of the Purchase Order according to its terms and conditions shall be deemed as the acceptance of the Purchase Order.

供应商应在收到威克诺森提供的采购订单后一周内接受该采购订单。如供应商未能在规定的期限内接受该采购订单，该采购订单将对威克诺森不再具有要约形式的约束力。通过接受任何威克诺森发出的采购订单，供应商即被视为接受本通用条款及条件。采购订单和/或本通用条款及条件的任何变更或修改，未经双方明确的书面同意，均无效。如威克诺森与供应商之间不存在豁免签章的协议，则采购订单的接受应以双方授权代表签字并加盖双方公章而有效。接受的采购订单可以通过传真、电子邮件或者电子数据交换的方式发送，但是，如果采购订单仅由威克诺森的授权代表签字，并加盖威克诺森的公章，而供应商根据采购订单的条款和条件对采购订单进行了任何实际履行的，也应被视为是对采购订单的接受。

2. Delivery of Goods and Provision of Service

货物交付和服务提供

- 2.1 The Supplier shall deliver the goods or provide the service subject to the terms of the Purchase Order and Delivered Duty Paid (DDP) as per Incoterms 2010 unless indicated otherwise on the Purchase Order. The delivery is finalized by the arrival of the goods hereunder at the place of delivery and the completing of its unloading; if the goods hereunder are in no need for delivery in a tangible carrier, e.g. electronic information products, the delivery is finalized by receiving the related documents of title by Wacker Neuson.

供应商应按照采购订单中的条款以及《2010年国际贸易术语解释通则》中 DDP 贸易术语交付货物或提供服务，但采购订单另有规定的除外。本合同项下的货物到达交付地点并完成卸货后，即完成交付；如果本合同项下的货物不需要以有形的载体进行交付（如电子信息类产品），则在威克诺森收到相关权属证明文件后即完成交付。

- 2.2 The terms of package in the Purchase Order should be complied with; in absence of such terms, all goods shall be packaged in a manner which is in accordance with good commercial practices, adequate to ensure the safe arrival of the goods in good condition at the place of delivery. If the Supplier fails to package the goods properly, it shall be liable to compensate Wacker Neuson for all losses as a result thereof, including indemnifying Wacker Neuson against any third party's claims for its losses suffered as a result thereof.

供应商应按照采购订单中约定的包装条款进行包装，如无约定，则所有货物的包装方式应遵守良好商业惯例，足以确保货物完好无损地安全抵达交付地点。如果供应商未能妥善包装货物，其应负责赔偿威克诺森因此而遭受的所有损失，包括赔偿威克诺森因第三方索赔而遭受的损失。

- 2.3 Unless otherwise agreed by the parties in writing, the Supplier shall be responsible for obtaining all export/import licenses, certificates of origin and other documentation (if applicable) necessary for import and customs clearance of the goods.

除非双方另有书面约定，供应商应负责取得所有出口/进口许可证、原产地证书和货物进口和清关所需的其他文件（如适用）。

- 2.4 Any partial or earlier delivery shall not be permitted unless as otherwise agreed by Wacker Neuson in advance. Wacker Neuson shall not be responsible for the payment for the goods beyond the agreed quantity/weight in the Purchase Order or the service provided beyond the agreed scope of service in the Purchase Order. If the Supplier requires Wacker Neuson to store or return the goods beyond the above scope, the Supplier shall bear all relevant expenses and risks.

除非事先得到威克诺森的同意，否则不允许部分或提前交付。对于超出采购订单约定的数量/重量提供的货物或约定的服务范围提供的服务，威克诺森不负有付款义务。如果供应商要求威克诺森将超出上述范围的货物储存或退回，则供应商应承担所有相关费用和 risk。

3. Ownership and Risks **所有权和风险**

Unless otherwise agreed by the parties in writing, Wacker Neuson shall be entitled to the ownership of the goods hereunder and bear the risks thereof from the moment of delivery (as defined in Clauses 2.1) of the goods

hereunder. Wacker Neuson rejects any arrangement of ownership preservation.

除非双方另有书面约定，威克诺森自本合同项下货物交付之日起（如第 2.1 条所定义）取得货物的所有权并承担货物相关的风险。威克诺森拒绝任何所有权保留的安排。

4. Price and Payment **价款和支付**

4.1 Wacker Neuson shall make payments to the Supplier according to the price laid down in the Purchase Order. Wacker Neuson only bears the expenses explicitly prior agreed by the parties in writing.

威克诺森应根据采购订单中规定的价款向供应商付款。威克诺森仅承担双方事先书面明确约定的费用。

4.2 Prices shall not be changed unless otherwise agreed by the parties in writing. 除非双方另有书面约定，价款不得变更。

4.3 The Supplier shall deliver the goods or service items as well as all legitimate invoices complied with both parties' agreement to Wacker Neuson. Unless otherwise agreed by the parties in writing, Wacker Neuson shall make payment to the Supplier with 60 days upon receipt of all the goods or service items as well as all issued invoices which shall comply with all applicable laws and regulations as well as Wacker Neuson's requirements. All issued invoices shall specify the number of the Purchase Order as well as any other information which may be required by Wacker Neuson. If the Supplier fails to issue the invoice with information required by Wacker Neuson including but not limited to the number of Purchase Order, Wacker Neuson is entitled to require the Supplier to correct the invoices and postpone the corresponding payment without any liability.

供应商应将符合双方约定的货物或服务项目以及所有合法的发票交付给威克诺森。除非双方另有书面约定，威克诺森应在收到所有货物或服务项目以及符合所有适用的法律法规以及威克诺森的要求的所有开具的发票后的 60 天内付款。开具的所有发票应注明订单的编号以及威克诺森可能要求的其他信息。如果供应商开具的发票未能标注威克诺森所要求的信息（包括但不限于订单编号），威克诺森有权要求供应商更正发票并推迟相应的付款，并且不承担任何责任。

4.4 The payment by Wacker Neuson shall not constitute the acceptance of the specifications, quality, or quantity/weight of the goods or quality of the services. 威克诺森的付款不构成对货物的规格、质量或数量/重量或服务质量的接受。

5. Inspection and Claims **检验和索赔**

Wacker Neuson will inspect (1) the goods after delivery; or (2) the services after completion (with regard to several services or a long-term service, the inspection will be conducted after the completion of a single service). Despite the inspection is conducted, Wacker Neuson shall still be entitled to claim to the Supplier for the compensation for damages incurred (1) from the defects or inconsistencies with the Purchase Order of the goods received by Wacker Neuson or any third party designated by Wacker Neuson at any time; and/or

(2) from the quality of service within the after-sale warranty period (if applicable) after the completion of service. The Supplier shall bear full responsibilities for any flaw or defect of the goods or the services and the loss caused thereby.

威克诺森将对（1）交付后的货物；或（2）完成的服务（对于多个服务或长期服务，将在单项服务完成后进行检验）进行检验。尽管进行了检验，但威克诺森仍有权要求供应商向其赔偿因以下事项造成的损害：（1）因威克诺森或其指定的任何第三方在任何时候收到的货物存在缺陷或与采购订单不一致；和/或（2）服务完成后在售后质保期内（如适用）服务的质量。供应商应对货物或服务的任何瑕疵或缺陷及由此造成的损失承担全部责任。

6 Representations and Warranties

陈述和保证

- 6.1 In addition to all other express warranties given, the Supplier represents and warrants that: (1) it is legally incorporated and validly existing under the laws of its place of incorporation;(2) it has obtained and will keep in possession all necessary registrations, licenses, approvals and authorizations etc., which makes it qualified to execute and perform any Purchase Order, and it will not interfere with or infringe any right of any third party.

除所有其他已经做出的明确保证外，供应商陈述并保证：（1）其根据注册地法律合法注册并有效存续；（2）其已经获得并保有所有必要的登记、许可、批准和授权等，使得其有资格签署和履行任何采购订单，且其不会妨碍或侵犯任何第三方的权利。

- 6.2 The Supplier represents and warrants that, it shall indemnify, defend and hold Wacker Neuson and its affiliates, directors, officers, agents, representatives and employees harmless from and against any legal liability, cost or loss related to the goods or services hereunder, caused by tort, breach of contract or any other illegitimate actions, including but not limit to the infringement of intellectual property rights, unfair competition, unauthorized disposition etc..

供应商陈述并保证，供应商应对其侵权、违约或任何其他违法行为，包括但不限于侵犯知识产权、不正当竞争、未经授权的处分等行为，对威克诺森及其关联方、董事、管理人员、代理人、代表和雇员进行赔偿并使威克诺森及其关联方、董事、管理人员、代理人、代表和雇员免于承担任何与货物或服务相关的法律责任、成本或损失。

- 6.3 The Supplier warrants that all goods or services provided shall (1) completely conform to the terms of contracts of sale of goods or provision of services executed by the parties, the terms of the Purchase Order, the standard set forth in the list of goods or service items, and the requirements of Wacker Neuson on specifications and qualities of goods or services; (2) be free from flaws or defects on materials, production and design, which are concerned and safe for their intended use; (3) be new, unused, not reworked or renovated; (4) be free from any encumbrances; (5) satisfy with mandatory requirements of laws and regulations of the country (place) in which the goods and/or service are manufactured or to be provided (known or should be known by the Supplier), e.g. the laws and regulations regarding health, safety, environment and labor; and (6) be free and clear of any encumbrance or third party rights in terms of any intellectual property used in such goods or services and not impose any legal or contractual obligation that in any ways restricts the ability of Wacker Neuson to use, exploit, assert or enforce any intellectual property used in such

goods or services or necessary for the conduct of its business related to such goods or services.

供应商保证所有提供的商品或服务应（1）完全符合双方签署的销售货物或提供服务的合同中的条款、采购订单的条款、商品或服务项目列表所列标准，以及威克诺森对产品或服务的规格和质量的要求；（2）在与预期安全使用有关材料、生产和设计上无瑕疵或缺陷；（3）是全新、未使用、未翻修和改造的；（4）无权利负担；（5）符合（供应商知道或应该知道的）产品和/或服务生产或提供所在国家或地方法律法规的强制性要求，例如有关健康、安全、环境和劳动的法律法规；和（6）在用于该等商品或服务的知识产权方面，不存在任何权利负担或第三人权利，威克诺森不被施加任何法律或合同义务，以任何形式限制其使用、开发、维护或执行任何用于该等货物或服务的知识产权或进行与该等货物或服务相关业务所必需的知识产权。

- 6.4 The Supplier represents and warrants that, it shall not violate any applicable anti-corruption laws and regulations in any jurisdiction, including the PRC Anti-unfair Competition Law. The Supplier shall indemnify and hold Wacker Neuson harmless from the Supplier's breach of any anti-corruption laws. Any such violation shall lead to the immediate termination of this Purchase Order and Wacker Neuson shall be relieved from further performance under the Purchase Order. The Supplier agrees to execute all statements of compliance with anti-corruption laws and regulations as required by Wacker Neuson, and to furnish such further statements as may be required by Wacker Neuson from time to time.

供应商陈述并保证，其不得违反在任何司法管辖区域内所适用的任何反腐败法律法规，包括《中华人民共和国反不正当竞争法》。供应商应对其违反任何反腐败法律的行为对威克诺森进行赔偿并使威克诺森免受损害。任何此类违法行为都将导致采购订单的立即解除，并免除威克诺森在采购订单项下的进一步履行义务。供应商同意按照威克诺森的要求签署所有符合反腐败法律法规的声明，并随时做出威克诺森可能要求的进一步声明。

- 6.5 With regard to the provision of service to Wacker Neuson, the Supplier represents and warrants that: (1) no working personnel assigned to provide any service to Wacker Neuson is a member of, or a relative of a member of Wacker Neuson's working force, and the scope of the working force shall be defined by Wacker Neuson; (2) the working personnel assigned to perform any portion of the services to Wacker Neuson is in a legitimate relationship of employment, engagement or any other labor dispatch with the Supplier; (3) the assignment of the working personnel by the Supplier does not violate any law, regulation or relevant contractual obligations; and (4) judge whether any working personnel assigned to perform any portion of the services to Wacker Neuson has a relative who is currently employed by Wacker Neuson, and, if so, the Supplier shall immediately inform Wacker Neuson of the name and position of such relative so that Wacker Neuson can determine whether allowing such personnel to provide the service contemplated would be in violation of Wacker Neuson's policies regarding such matters. The Supplier shall pay the remuneration or other fees payable to such working personnel as well as the related tax according to the agreements between it and the working personnel or related parties, and the laws and regulations.

关于向威克诺森提供的服务，供应商陈述并保证：（1）被指定为威克诺森提供任何服务的工作人员非威克诺森的工作人员或其近亲属，该等威克诺森工作人员的范围由威克诺森定义；（2）被指定为威克诺森提供任何部分服务的工作人员应与供应商存在合法的劳动关系、聘用关系或任何其他劳务派遣关

系：（3）供应商在派遣工作人员上不违反任何法律、法规或相关合同义务；和（4）对任何指定为威克诺森提供任何部分服务的工作人员，是否有近亲属目前受雇于威克诺森进行判断，如是，供应商应立即通知威克诺森该近亲属的姓名与职位，威克诺森将对允许该等工作人员提供服务是否违背威克诺森关于此类事务的政策进行判定。供应商应根据其与该工作人员或相关方的协议和法律法规的规定，向该等工作人员支付报酬或其他费用以及相关税费。

7. Liability 责任

- 7.1 If the Supplier recognizes that it is impossible to deliver the goods or provide the services on time, it shall immediately notify Wacker Neuson in writing before the date of delivery of goods or the deadline of provision of services set forth in the Purchase Order, and the Supplier shall also undertake all liabilities incurred as a result of the delay of delivery or provision.

如果供应商确认其无法按时交付货物或提供服务，应在货物交付日或采购订单中规定的服务提供截止日之前以书面形式立即通知威克诺森，并应承担因迟延交付货物或提供服务而产生的所有责任。

- 7.2 If the Supplier fails to deliver the goods or provide the services according to the terms of the Purchase Order, or breaches any term of the Purchase Order, its conduct shall be deemed as a breach of contract. Wacker Neuson shall be entitled to (1) in case of any late delivery, require the Supplier to pay the liquidated damages amounting to 0.5% of the value of the Purchase Order for each delayed day, up to maximum of 10% of the value of the delayed part of the order; (2) terminate the Purchase Order entirely or partly; (3) require the refund by the Supplier, and Wacker Neuson will return goods to the Supplier, all risks and expenses shall be borne by the Supplier (if applicable); and (4) require the Supplier to indemnify Wacker Neuson all related losses, including the price difference paid for the substitute goods or services by Wacker Neuson.

如果供应商未能按照采购订单的条款交付货物或提供服务，或其违反采购订单的任何条款，其行为将被视为违约。威克诺森有权（1）在任何迟延交付的情况下，要求供应商每迟延 1 日，支付采购订单价款 0.5% 的违约金，但最高不得超过采购订单迟延交付部分价款额的 10%；（2）解除全部或部分的采购订单；（3）要求供应商退还货款，同时威克诺森将把货物退回供应商，所有风险和费用应由供应商承担（如适用）；（4）要求供应商向威克诺森赔偿其所遭受的相关损失，包括支付替代商品或服务所产生的差价。

8. Confidentiality 保密

- 8.1 All the information provided by Wacker Neuson to the Supplier related to the goods or services, including but not limited to, the financial information or data; marketing methods and materials; business plans and strategies; business operation and systems; pricing policies; employees, customers, and suppliers; trade secrets; discoveries; inventions; improvements; research; development; know-how; designs; products; compositions; prototypes; samples; biological or physical materials; manufacturing processes; structures and operations of computer systems; and drawings, specifications, or other documents prepared by the Supplier for Wacker Neuson in connection with any Purchase Order of Wacker Neuson (its parent companies, subsidiaries or affiliates) shall be

confidential information owned by Wacker Neuson. Confidential information is Wacker Neuson's exclusive property. The Supplier shall protect and possess the confidential information in good faith, and shall not disclose any such confidential information to any third party, or use such information for any purpose other than performing this Purchase Order, unless otherwise agreed by Wacker Neuson in writing to do so. The confidential information shall be returned to Wacker Neuson upon termination of the Purchase Order, unless otherwise instructed by Wacker Neuson in writing.

所有威克诺森向供应商提供的与货物或服务相关的信息应为威克诺森所拥有的保密信息，该等信息包括但不限于财务信息或数据、营销方式和材料、商业计划和战略、业务运作和系统、定价政策、员工、客户和供应商、商业秘密、发现、发明、改进、研究、发展、专有技术、设计、产品、作品、原型、样本、生物或物理材料、制造工艺、计算机系统的结构和操作、图纸、规格及其他与威克诺森（及其母公司，子公司或关联方）任何采购订单有关的由供应商向威克诺森提供的其他文件。保密信息系威克诺森的专有财产。除非威克诺森另行书面同意，供应商应善意保护并占有保密信息，不得向任何第三方披露此类保密信息，或将此类信息用于履行本采购订单之外的任何其他目的。除非威克诺森另有书面指示，保密信息应在采购订单解除后由供应商退还给威克诺森。

- 8.2 The Supplier shall not advertise or publish the fact that Wacker Neuson purchases goods or services from the Supplier, nor disclose any information relating to the Purchase Order without Wacker Neuson's written approval, unless otherwise agreed by the parties in writing.

除非双方另有书面约定，供应商不得在未经威克诺森书面批准的情况下，宣传或公布其为威克诺森提供商品或服务的事实，也不得披露与采购订单有关的任何信息。

- 8.3 Unless expressly agreed in writing between WN and the Supplier, no commercial, financial or technical information disclosed in any manner at any time by the Supplier to Wacker Neuson shall be deemed secret or confidential, and the Supplier have no right to interfere with the rights of Wacker Neuson upon such information abovementioned.

除威克诺森与供应商之间以书面形式明确约定外，供应商在任何时候以任何方式向威克诺森披露的商业、财务或技术信息均不被视为秘密或机密，供应商无权干涉威克诺森根据上述信息所拥有的权利。

9. Intellectual Property 知识产权

- 9.1 During performing any Purchase Order, the Supplier may use (whether registered or unregistered) trademarks, trade names, patents or copyrights owned by, or licensed to Wacker Neuson only for the purpose of and to the extent necessary to the performance of its obligations under the Purchase Order. The Supplier shall be liable to and compensate Wacker Neuson for all the losses and legal liabilities arising out of or in connection with the Supplier's violation of this clause.

在履行任何采购订单期间，供应商仅可以为履行其采购订单项下的义务所必需的目的，而使用由威克诺森所有或被许可的（无论是已注册还是未注册的）商标、商号、专利或著作权。供应商应承担因其违反本条款所导致的或与违反本条款相关的法律责任，并赔偿威克诺森因此而遭受的所有损失。

- 9.2 In the event that redundant materials arise in the course of production and are unable to be produced into finished products, or the finished samples produced by the Supplier fail to be confirmed by Wacker Neuson, or the finished products produced by the Supplier fail to meet the requirements set forth in the Purchase Order, which bear any sign or declaration containing any of Wacker Neuson's trademark, trade name, mark, patent or copyright, the Supplier shall not use such materials, products or samples for any purpose other than performing this Purchase Order. The Supplier must notify Wacker Neuson in writing of such materials, products or samples, and destroy them as requested by Wacker Neuson and bear all the expenses and losses incurred therefrom. The Supplier must, after destroying the said materials, products or samples, provide Wacker Neuson with pictures or video records as evidence. Wacker Neuson reserves the right to send its employees to the site to make supervision and take photos at the time of the abovementioned destruction.

如果在生产过程中出现多余材料且无法用于生产成品，或供应商生产的成品样品未经威克诺森确认通过，或供应商生产的成品未能达到采购订单中规定的要求，若这些材料、样品及成品中包含威克诺森所拥有的商标、商号、标记、专利或著作权等标志或声明，供应商不得将此类材料、产品或样品用于履行采购订单之外的其他目的。供应商必须书面通知威克诺森该等材料、产品或样品的情况，按照威克诺森的要求销毁，并承担由此产生的所有费用和损失。供应商必须在销毁上述材料、产品或样品后，向威克诺森提供图片或视频记录作为证据。威克诺森保留将其员工派往上述销毁现场进行监督和拍照的权利。

10. Force Majeure 不可抗力

Neither Wacker Neuson nor the Supplier shall be liable for any delay or failure to perform under any Purchase Order which is caused by force majeure. A force majeure event shall include war, riots, fires, floods, strikes or any other similar circumstances that cannot be anticipated, overcome or avoided by the parties. The affected party shall inform the other party of the force majeure event within 7 days after its occurrence. If the force majeure event lasts for more than 30 days or the impact on the provision of the goods or services could not be completely eliminated within 30 days after the occurrence of such force majeure events, Wacker Neuson shall be entitled to terminate the whole or part of any Purchase Order by notifying the Supplier in writing, and such termination notice shall come into effect upon its issuance or the effective date explicitly specified therein.

因不可抗力导致迟延或未能履行采购订单，威克诺森和供应商均不承担责任。不可抗力事件应包括战争、骚乱、火灾、洪水、罢工或任何其他双方无法预见、无法克服或无法避免的类似情况。受不可抗力事件影响的一方应在事件发生后 7 天内通知另一方。如果不可抗力事件持续超过 30 天，或者该事件对提供货物或服务的影响无法在不可抗力事件发生后 30 天内完全消除的，威克诺森有权书面通知供应商解除整个或部分采购订单，该解除通知应于明确规定的生效日期生效，若无明确规定的生效日期，则一经发出即生效。

11. Independent Contractor 独立承包商

It is expressly agreed and understood that the relationship established between the parties herein according to any Purchase Order is a relationship between independent buyer and seller. The Supplier is not entitled to enter into any

contract, bear or incur any debt, obligation or liability in the name of Wacker Neuson. The Supplier shall not be deemed to be a joint venturer, partner, agent, representative or employee of Wacker Neuson. The Supplier must pay its own taxes based on its income, profits and property independently.

双方明确同意并理解，双方根据任何采购订单建立起来的关系为独立买方和卖方之间的关系。供应商无权以威克诺森的名义订立任何合同、承担或招致任何债务、义务或责任。供应商不应被视为威克诺森的合资方、合作伙伴、代理商、代表或员工。供应商必须根据其自身的收入、利润和财产独立支付自己的税款。

12. Assignment 转让

Neither party may assign or transfer its rights or obligations hereunder without the written consent of the other party; however, Wacker Neuson may assign its rights and/or obligations hereunder to its affiliates or successors. The Supplier hereby agrees to such assignment by Wacker Neuson in advance during executing the related Purchase Order.

未经另一方书面同意，任何一方均不得转让其在本通用条款和条件项下的权利或义务；但是，威克诺森可以将其权利和/或义务转让给其关联公司或继承方。供应商特此提前同意威克诺森在履行相关采购订单期间进行该等转让。

13. Termination of Purchase Order 采购订单的解除

In addition to any other rights of termination granted to Wacker Neuson hereunder, Wacker Neuson shall also have the right to terminate all or any part of any Purchase Order in the event that the Supplier cannot continue its normal business operations, becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors or becomes involved in any liquidation, dissolution, reorganization, or any lawsuit, arbitration or any other legal actions affecting its ability of performance of the Purchase Order. In addition, Wacker Neuson may terminate all or any part of any Purchase Order at any time prior to the delivery of goods or provision of services by sending written notice to the Supplier after paying the Supplier the reasonable cost incurred in the Supplier's performance of the terminated portion of this Purchase Order. Such termination notice shall come into effect upon its issuance.

除了本通用条款和条件中被授予的解除采购订单的任何其他权利外，如果供应商无法继续其正常的业务运营、陷入破产或无力偿债的状态，或为债权人的利益而作出概况转让，或涉及任何清算、解散、重组以及诉讼、仲裁等任何其他法律事务，影响供应商履行采购订单能力的，威克诺森也有权解除全部或部分采购订单。此外，在支付了供应商已履行完毕的采购订单被解除部分的合理费用之后，威克诺森可以在交付货物或提供服务之前的任何时间，书面通知解除采购订单的全部或任何部分。该解除通知自发出之日起生效。

14. Governing Law and Settlement of Disputes 适用法律和争议解决

- 14.1 Any Purchase Order and these General Terms and Conditions shall be subject to the laws of the People's Republic of China.
任何采购订单以及本通用条款及条件均受中华人民共和国法律的约束。

- 14.2 Any dispute, controversy or claim arising out of or relating to any Purchase Order and/or these General Terms and Conditions, including the validity, invalidity, breach or termination thereof, shall be submitted to resolution by arbitration before the China International Economic and Trade Arbitration Commission (concurrently named the "Court of Arbitration of the China Chamber of International Commerce") ("CIETAC") in accordance with the arbitration rules of CIETAC in force when the notice of arbitration is submitted in accordance with these rules. Any proceedings shall take place in Shanghai at the CIETAC. The arbitration award shall be final and binding upon the Parties and shall not be subject to further appeal. Arbitration fees as well as attorney costs shall be borne by the losing party, unless otherwise stipulated by the arbitration tribunal.

凡因任何采购订单和/或本通用条款和条件所引起的或与之相关的任何争议、纠纷或索赔，包括本通用条款和条件的生效、无效、违约或解除，均应由中国国际经济贸易仲裁委员会（亦称为“中国国际商会仲裁院”）（以下简称“贸仲”）根据提交仲裁通知之时有效的贸仲仲裁规则以仲裁的方式解决。任何程序均应当在上海于贸仲进行。仲裁裁决是终局的且对双方均有约束力，无后续上诉程序。仲裁费及律师费用由败诉一方负担，除非仲裁庭另有规定。

- 14.3 The arbitral tribunal shall comprise of three arbitrators. One arbitrator shall be appointed by the 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.

仲裁庭应由三名仲裁员组成。威克诺森和供应商各选择一名仲裁员，第三名仲裁员作为首席仲裁员应由双方共同指定的一名仲裁员担任。若双方在争议提交贸仲后 30 日内，未能就指定第三名仲裁员达成一致协议的，则应由贸仲指定该第三名仲裁员。仲裁应同时以中文和英文进行。