

	<b>Purchasing General Terms &amp; Conditions for HOERBIGER companies registered in CHINA ("Buyer") for goods and services with the exception of direct production material for the automotive industry</b>	<b>在中国登记注册的贺尔碧格公司 （“购买方”） 除汽车行业直接生产材料外商品和服务的 一般采购条款和条件</b>
<b>1.</b>	<b>Scope, Form</b>	<b>范围和形式</b>
<b>1.1.</b>	Subject to the second sentence of section 1.2, these General Purchasing Terms & Conditions ("GTC") shall apply for all contractual agreements made by the Buyer with business partners and suppliers ("Seller(s)").	在符合第 1.2 条第二句规定的情况下，该一般购买条款与条件（下称“ <b>一般条款</b> ”）应适用于购买方和商业合作伙伴与供货商（“ <b>销售方</b> ”）签订的所有合同协议。
<b>1.2.</b>	The GTC shall in particular apply for contracts for the purchase of movable items ("Goods") – regardless of whether the Seller manufactures the Goods itself or buys them from suppliers – and for contracts for services ("Services") (Goods and Services hereinafter collectively referred to as "Performances"). However, the GTC shall not apply for contracts for the purchase of direct production material for the automotive industry; such contracts are subject to particular purchase terms of the Buyer, which can be retrieved from the service portal of the Buyer's purchase department ( <a href="http://procurement.hoerbiger.com">procurement.hoerbiger.com</a> (go to Download)). The prevailing version of the GTC can be retrieved from the service portal of the Buyer's purchase department ( <a href="http://procurement.hoerbiger.com">procurement.hoerbiger.com</a> (go to Download)).	一般条款适用于购买动产（“ <b>商品</b> ”）的合同——无论是销售方自己生产还是从供货商处购买的商品，以及服务（“ <b>服务</b> ”）合同（商品和服务以下合称“ <b>商品服务</b> ”）。但是，一般条款不适用于汽车行业直接生产材料的购买合同，此类合同受购买方特殊购买条款约束，相关条款可以在购买方采购部门的服务网站上下载（ <a href="http://procurement.hoerbiger.com">procurement.hoerbiger.com</a> （点击链接下载））。在购买方采购部门的服务网站（ <a href="http://procurement.hoerbiger.com">procurement.hoerbiger.com</a> （点击链接下载））可下载一般条款的当前版本。
<b>1.3.</b>	These GTC shall apply exclusively. Any differing, conflicting or supplementary terms of business set out by the Seller shall only constitute part of the contract if and insofar as the Buyer has expressly consented to their validity in writing. This requirement for consent shall apply in all cases, that is even if the Buyer accepts the deliveries of the Seller without reservation in the knowledge of the Seller's general terms and conditions.	一般条款需要排他地适用。只有在购买方书面同意其有效的范围内，销售方提供任何有差异的、冲突的或者补充性的商业条款才能构成合同的组成部分。上述关于同意的要求应适用所有情况；即使购买方在知晓销售方的一般条款情况下无保留地接受销售方交付的商品服务，除非购买方书面同意，销售方的一般条款也不适用。
<b>1.4.</b>	References to sections refer to the corresponding clauses in these GTC.	对有关条款的提及指的是本一般条款内的相应规定。
<b>1.5.</b>	Special agreements made by Buyer with the Seller in individual cases (including subsidiary agreements, additions and amendments) shall always take precedence over these GTC. Subject to evidence to the contrary, a written contract or the written confirmation of the Buyer shall prevail.	购买方和销售方在个案中签订的特别协议（包括子协议，附件，修订稿）应优先于本一般协议适用。除非有证据证明存在相反规定，购买方书面的合同约定或者书面确认应更具有优先效力。
<b>1.6.</b>	Declarations and notices of legal relevance made by the Seller in relation to the contract (e.g. the setting of a time limit, reminder, withdrawal) must be given in writing, i.e. in written or text form (e.g. letter, email), in order to be legally effective. This shall be without prejudice to statutory requirements on form and other documentary evidence, particularly if there is doubt about the authority of the declarer.	销售方作出的与合同有关的具有法律意义的声明通知（例如：时间限度，提示，解除）必须为书面形式，即书面或者文本形式（例如：信件，邮件），才能在法律意义上生效。该规定不损害国家法律对形式和其他书面证据的效力规定，特别是声明人的权威性存在质疑时。
<b>1.7.</b>	References to the validity of statutory provisions are for the purposes of clarification only. The statutory regulations shall therefore still apply, even without any such clarification, unless they are immediately amended or explicitly excluded in these GTC.	提到法律规定的有效性只是为了澄清的目的。即使没有任何此类澄清，法律规定仍然适用，除非法律规定被修订或者明确地排除在一般条款之外。
<b>1.8.</b>	The Seller shall inform the Buyer in full and without undue delay of changes to its trading name, changes of legal form and changes in its participation, shareholder or ownership structure that have a material effect on the supply relationship between the Buyer and the Seller. A change having a material effect on the supply relationship exists in the case of a transfer of all or essentially all of the assets of	销售方应完整并毫无拖延地通知购买方关于其商号、法律形式和其参与方、股东、所有权人结构发生的变更，只要该变更对于买卖双方供货关系存在重大影响。如果发生了销售方的全部或实质上全部资产转让、销售方与另一法律实体合并或分立、转移销售方作为受控公司的控制权或损益的协议的订立、在一项或多项交易中共同

	the Seller, a merger or demerger of the Seller with or to another legal entity, the conclusion of a controlling or profit and loss transfer agreement by the Seller as the controlled company or the acquisition of at least twenty-five (25) percent of the voting rights in the Seller's company by one or more purchasers acting in common in one or more transactions.	行事的一名或多名收购方收购销售方公司至少百分之二十五（25%）的表决权的情况，则存在对供货关系有重大影响的变更。
1.9.	<p><b>1.1 Definition of terms:</b></p> <p>“Acceptance”: see section 2.2</p> <p>“Buyer”: see section 1.1</p> <p>“Force Majeure”: see section 5.1</p> <p>„Further Processing“: see Section 10.9</p> <p>“Goods”: see section 1.2</p> <p>“GTC”: see section 1.1</p> <p>“In writing”: includes text form (<i>Textform</i>), e.g. by email or electronic data exchange, unless Written Form is expressly required</p> <p>“New Property Rights”: see section 11.3</p> <p>“Performances”: see section 1.2</p> <p>“Previous Property Rights”: see section 11.6</p> <p>“Seller”: see section 1.1</p> <p>“Services”: see section 1.2</p> <p>“Working Days”: days with the exception of Saturdays, Sundays, public holidays and shutdowns at the Buyer's location</p> <p>“Written Form”: handwritten signature (in the original) by the authorized representative, unless otherwise required by law</p>	<p>下列术语适用以下定义：</p> <p>“承诺”：见第2.2条；</p> <p>“购买方”：见第1.1条；</p> <p>“不可抗力”：见第5.1条；</p> <p>“进一步加工”：见第10.9条；</p> <p>“商品”：见第1.2条；</p> <p>“一般条款”：见第1.1条；</p> <p>“书面”：包括文本形式，例如通过邮件或者电子数据交换传送，除非对书写另有明确要求；</p> <p>“新财产权”：见第11.3条；</p> <p>“商品服务”：见第1.2条；</p> <p>“先前财产权”：见第11.6条；</p> <p>“销售方”：见第1.1条；</p> <p>“服务”：见第1.2条；</p> <p>“工作日”：某一日，但以下日期除外：周六、周日，公众假期和购买方运营场所关闭的日子；</p> <p>“书写”：除法律另外规定，授权代表人的手写签名（原件）。</p>
2.	<b>Conclusion of Contract, Reservation of Changes</b>	<b>合同订立和变更保留</b>
2.1.	The Buyer will in principle make binding purchase orders electronically (in which case the purchase order does not need to be signed). The Seller shall advise the Buyer of obvious errors (e.g. misspellings and errors in calculation) and incompleteness in the purchase order including order documents so that the purchase order can be corrected or completed prior to acceptance, failing which the contract shall be deemed not concluded.	购买方原则上通过电子形式订立有法律约束力的采购订单（在这种情况下，采购订单无需签字）。销售方应提示购买方注意明显的错误（例如：拼写错误或者计算错误）和采购订单（包括订单文件）不完整的地方，以便在承诺前更正和完善采购订单；销售方未能提示（并完善）的，合同不成立。
2.2.	The Seller is required to confirm purchase orders of the Buyer in writing within a period of three (3) working days or in particular to execute such purchase orders by sending the Goods without reservation (“Acceptance”).	销售方须在 3 个工作日内书面确认购买方的采购订单，或者通过无保留发出商品的形式执行该订单（“承诺”）。
2.3.	Late Acceptance or a deviating confirmation of order by the Seller will be deemed a new offer and shall require express acceptance by the Buyer.	销售方延迟承诺或者未按规定确认订单会被视作新的要约，需要取得购买方的明示确认。
2.4.	The Buyer shall have the right to demand changes with regard to the Performances even after the contract has been concluded, particularly in respect of specifications, drawings, design, construction, the time and place of delivery, packaging, quality, quantity and means of transport. The legitimate interests of the Seller must be taken into consideration in any such demands for changes, i.e. the changes must be conscionable for the Seller, which shall in particular be the case if the change is minor and/or objectively justified. The Seller shall be bound to propose changes to the Buyer which it considers necessary or expedient having regard for changes in legislation or other mandatory provisions or on other grounds. If a change entails an increase or decrease in the costs for the Seller or potentially delays the time of delivery, the Seller must advise	即使合同订立，购买方有权要求在商品服务方面作出变更，尤其是关于规格，图纸，设计，结构，交付的时间地点，包装，质量，数量还有运输方式。在作出相关变更时也需要考虑销售方合法利益，即该变更应当是在其较小和/或客观上合理的情况下，对于销售方而言合乎情理。考虑了立法或强制性法律规定和其他理由，销售方必须向购买方提出它认为有必要或者权宜的变更提议。如果此类变更包括销售方成本的增加或者减少或者可能会导致交付日期的变化，销售方必须毫无拖延地通知购买方。双方应谈判商讨对销售方补偿的合理调整，并在同意的情况下，由购买方发出一份修正的采购订单。如销售方在 10 个工作日之内没有书面提出反对修正的采购订单，修正的采购订单内容被视为同意。销售方

	the Buyer of this without undue delay. The parties shall then negotiate an appropriate adjustment of the remuneration of the Seller, with regard to which – in the case of agreement – the Buyer will issue an amended purchase order. The content of an amended purchase order will be deemed agreed if the Seller does not object to the amended purchase order in writing within ten (10) working days of receipt. The Seller shall execute the change on and in accordance with the Buyer’s demand regardless of any agreement on an adjustment of the remuneration.	应按购买方要求，执行变更，无论是否对销售方补偿的调整达成协议。
<b>3.</b>	<b>Delivery Period and Delay in Delivery</b>	<b>交付期限和延迟交付</b>
<b>3.1.</b>	The delivery period indicated by the Buyer in the purchase order shall be binding. If the delivery period is not indicated in the purchase order and has not been agreed elsewhere, it shall be two (2) weeks from conclusion of the contract. The Seller shall be bound to notify the Buyer in writing without undue delay if it expects to be unable to meet agreed delivery periods, for whatever reasons.	购买方在采购订单中所注明的交付期限应具有约束力。采购订单中未载明交付期限，又未另行约定的，自合同订立之日起两周内交货。无论出于何种原因，如销售方无法在约定的交付期限内完成交货，销售方必须毫无拖延地以书面形式通知购买方。
<b>3.2.</b>	If the Seller does not render its Performance or does not do so within the agreed delivery period or is in default, the rights of the Buyer – particularly the right of termination and compensation– shall be governed by statutory provisions. This shall be without prejudice to the clauses in sections 3.3 and 3.4.	如销售方未能履行合同，未能在约定的交付期限内履行合同，或存在其他违约情形，购买方的权利，尤其是终止（解除）的权利和获得赔偿权利，将受到法律的约束，但第 3.3 条和第 3.4 条的效力不受影响。
<b>3.3.</b>	In the case of series orders, if the Seller is in default even with a partial supply or service the Buyer shall have the right, after a reasonable period of grace set for subsequent performance has expired without result, to withdraw from (i.e., terminate) only the purchase order affected by the default or optionally from all still outstanding partial supplies or services in accordance with statutory provisions. However, the Buyer shall also have the right to choose to render itself or to obtain from third parties some or all of the Performances owed by the Seller under the still outstanding partial supplies or services in order to maintain series production and to withdraw from the affected partial supplies or services to the corresponding extent by reducing accordingly both the forecast delivery requirements and the affected binding purchase orders without thereby being obliged to make payments to the Seller, regardless of the legal grounds. The Buyer shall also have the right to demand that the Seller surrenders all tools, documents, materials, etc. that are necessary for rendering the Performance and provide expert and technical assistance and support for as long as the Seller is unable to deliver.	在批量订单中，即使销售方只是在部分供应或服务中存在违约情形，在为后续履行设定的合理宽限期届满且无结果后，购买方有权根据法律规定仅解除（即终止）受违约影响的采购订单，或者选择解除所有仍未完成供应或服务。但是，购买方也有权选择自行提供或者从第三方处获得销售方在尚未完成的部分供应或服务中应交付的部分或全部商品服务，以维持购买方的批量生产，以及通过相应地减少预期交付要求和受影响的有约束力的采购订单，在相应范围内撤出受影响的部分供应或服务，且无论法律依据如何，都没有义务向销售方付款。在销售方无法交付的情况下，购买方有权要求销售方交出提供商品服务所必须的一切工具，文件，材料等，提供专家、技术援助和支持。
<b>3.4.</b>	If the Seller is in default, the Buyer – in addition to further statutory claims – is entitled to demand a lump sum compensation payment for the losses suffered by the delay at one (1) percent of the net price per full calendar week, however, capped at five (5) percent of the net price of the late Performance. The Buyer's right to demonstrate that a greater loss has been suffered shall remain unaffected, in which case this clause shall be without prejudice to the assertion of such claim. The Seller's right to demonstrate that no loss at all or a substantively lower loss has been suffered shall remain unaffected.	如果销售方违约，购买方除进一步法定请求权之外，还有权要求销售方每延迟一个公历周，需按净价的百分之一，对因延迟而遭受的损失给予一次性赔偿，但最高不得超过迟延履行的净价的百分之五。购买方有权证明其遭受了更大的损失，在这种情况下，本条款不影响其索赔的权利。销售方证明购买方未遭受任何损失或其损失远远低于上述赔偿的权利不受影响。
<b>3.5.</b>	Rights of the Buyer already accrued in the case of default by the Seller shall continue to exist even if the Buyer subsequently consents to a change in the agreed delivery period.	在销售方违约的情况下，即使购买方随后同意变更约定的交付期限，其因销售方违约所享有的权利不受影响。



4.	<b>Performance, Delivery, Passage of Risk, Delay in Acceptance</b>	<b>履行, 交付, 风险转移, 延迟接受</b>
4.1.	Without the prior written consent of the Buyer, the Seller shall not have the right to have some or all of the Performance it owes rendered by third parties (e.g. subcontractors). Any consent of the Buyer shall not release the Seller from its sole responsibility with regard to the selection and use of the third parties (e.g. subcontractors) and their services. In this case the Seller shall in particular be bound to agree the requirements applicable between the Buyer and the Seller with the third party in writing, to monitor and ensure compliance by the third party, and to remedy deviations. The Seller shall bear the procurement risk for its Performances.	未经购买方书面同意, 销售方无权让第三方(如分包商)代为履行部分或者全部其应当交付的商品服务。购买方的任何同意都不应免除销售方在第三方(如分包商)的选择和使用及第三方服务方面的唯一责任。在这种情况下, 销售方尤其有义务将适用于购买方和销售方之间的要求以书面形式与第三方达成一致意见, 以监督和确保第三方遵守规定, 并对偏差进行补救。销售方应承担商品服务的采购风险。
4.2.	The Seller shall only deviate from the respectively applicable state of the drawings, initial sample or material or make process changes, including any transfer or relocation of production equipment, with the prior written consent of the Buyer. In the above cases the Seller shall perform a detailed examination of the effects, including effects on continuous delivery, specifications, suitability, prices, costs, customs and export requirements and treatment, and shall set out the reasons for their necessity. Any deviation shall require the prior written consent of the Buyer. The Seller is to that extent aware that a change can have an effect on functionality and/or safety in the respective application by the Buyer and by the Buyer's customer. The Seller shall bear all costs and expenses incurred as a result of the change process and its implementation.	销售方必须只有经过购买方事先书面同意才能偏离图纸、原始样品或材料或进行流程更改(包括生产设备的任何转移或搬迁)。在上述情况下, 销售方应当对相关的影响进行详细检查, 包括对持续交付、规格、适用性、价格、成本、海关和出口的要求和处理的影响, 并阐明必要性。如有任何偏差, 应征得购买方的事先书面同意。在此程度上销售方意识到, 变更可能会对购买方和购买方客户各自应用程序的功能和/或安全性产生影响。销售方应承担因更改流程及其实施的所有成本和费用。
4.3.	Unless otherwise agreed with the Seller, the risk associated with the Goods shall pass from the Seller to the Buyer in accordance with "DDP (named place)" Incoterms 2020. In the absence of agreement with the Seller on the place of performance, Performance shall be rendered at the registered office of the Buyer. If an acceptance procedure is performed (required by law or by agreement between the parties), this shall prevail for the passage of risk. In other respects also the statutory provisions of the law governing contracts to produce a work shall apply analogously in the case of an acceptance procedure. This shall be without prejudice to the further clauses in section 4.5. If the Buyer is late in acceptance pursuant to section 4.7, this will be regarded as equivalent to delivery or an acceptance procedure.	除与销售方另行约定以外, 与商品关联风险应按照《国际贸易术语解释通则 2020》的“DDP(指定地点)”术语的规定从销售方转移给购买方。如果就履约地点购买方没有与销售方达成一致, 商品服务应在购买方注册办公室交付。如已完成验收程序(由法律规定或者双方协议约定), 则以该验收程序的完成作为风险转移。其他管理生产合同的法律规定也同样适用于验收程序。这不影响第 4.5 条的进一步的条款。如果购买方按照第 4.7 条规定的情况延迟受领, 则将被视为等同于交付或验收过程。
4.4.	The delivery notes must contain all content pursuant to DIN 4991 or VDA 4912 or as specifically requested by the Buyer, in particular the Buyer's purchase order number and the Seller's supplier number. The Seller shall also make the delivery documents required by the Buyer in accordance with the Buyer's requirements available in digital form pursuant to VDA 4987 (ASN Advanced Shipment Notification). If the delivery note is missing or incomplete, the Buyer will not be responsible for the resulting delays in processing or payment and default in payment by the Buyer is excluded to that extent. The Buyer must also be sent a corresponding shipping notification having the same content separately from the delivery note. Goods consignments must always be identified with a label (Global Transport Label GTL pursuant to VDA 4994).	交付单据必须包含 DIN 4991 或 VDA 4912 规定的所有内容或购买方特别要求的内容, 尤其是购买方的采购订单号和销售方的供应商编码。销售方应按购买方要求, 根据 VDA 4987 (ASN 高级装运通知) 以电子形式制作交付文件。如果交付单据缺失或不完整, 购买方将不对由此导致的延迟处理和延迟付款负责, 购买方违约支付的责任在此范围内上被排除。购买方还必须收到与交付单据有相同内容的相应的发货通知。商品托运必须始终通过标签(根据 VDA 4994 的全球运输标签 GTL) 被识别。
4.5.	If the Performances rendered by the Seller for the Buyer are performances of a work (e.g. design services, prototypes, resources, repairs, programming services), the Buyer will	如果销售方向购买方交付的商品服务属于工作服务(如设计服务、原型、资源、维修、编程服务), 购买方将

	conduct an acceptance process for these Performances and prepare a written report on the result of the acceptance process. The Seller shall advise the Buyer in writing in good time of all performance elements which it considers eligible for acceptance in the acceptance process, indicating suitable test methods for the Buyer. Payment of an invoice or reasonable use on a trial basis shall not be considered acceptance by the Buyer of the relevant Performance. Until acceptance the Buyer shall have the right to cancel performance of the work it ordered from the Seller at any time.	对这些商品服务进行验收，并就验收结果出具一份书面报告。销售方应在验收过程中及时以书面形式告知购买方其认为符合验收条件的所有性能要素，并为购买方指明合适的测试方法。发票支付或在试验的基础上合理使用不得视为购买方已经完成相关商品服务的验收。验收前，购买方有权随时取消其关于商品服务的订购。
4.6.	Unless particularly regulated in the Buyer's logistics and packaging requirements, the Seller shall pack the Performance properly in customary recyclable packaging. The Seller shall advise the Buyer in writing in good time beforehand of possible risks associated with the Buyer's logistics and packaging requirements. The Seller shall at the request of the Buyer take packaging material back at its own expense.	除非特别规定了购买方物流和包装要求，销售方应使用常规的可回收包装妥善包装产品。销售方应事先以书面方式及时通知购买方关于购买方物流和包装的潜在风险。销售方应当应购买方要求，自付费用收回包装材料。
4.7.	The statutory provisions shall apply for the occurrence of delay in acceptance by the Buyer. However, even then the Seller must expressly offer its Performance to the Buyer if a particular or determinable calendar period has been agreed for an action or cooperation by the Buyer (e.g. the provision of material). If the Buyer delays acceptance, the Seller may demand compensation for its additional expenses in accordance with statutory provisions. If the contract concerns a non-fungible item to be manufactured by the Seller (customization), the Seller shall only accrue further rights if the Buyer undertook to cooperate and is at fault for the lack of cooperation.	法定规定适用于购买方延迟接受的情况。然而，如果购买方已就某一行动或合作商定了特定的或可确定的公历期限（比如提供材料），销售方必须明确向购买方提供商品服务。如果购买方延迟接受，销售方可以按照法律规定要求赔偿其额外的费用。如果合同涉及的标的是由销售方生产的非代替品（定制），销售方只有在购买方有义务合作却因缺少合作而违约时才享有进一步的权利。
4.8.	In the case of delivery earlier than the delivery date originally agreed, the Buyer reserves the right to reject the Performance and return it at the cost and risk of the Seller or to store it temporarily until the delivery date originally agreed. In the case of temporary storage, the Seller hereby consents to the originally agreed delivery date being the date the Performance is delivered, so that temporary storage will be at the risk of the Seller.	如果交付时间早于原先约定的交付日期，购买方保留拒绝商品服务并在销售方承担成本和风险的情况下退货的权利，或者临时存储商品直到原先商定的交付日期。在临时存储的情况下，销售方特此同意原先商定的交付日期为商品服务的交付日期，因此临时存储的风险仍由销售方承担。
5.	<b>Force Majeure</b>	<b>不可抗力</b>
5.1.	Where the non-performance of obligations hereunder is caused by a Force Majeure (as defined below), no civil liability shall arise therefrom, except as otherwise provided for by any applicable law. Force Majeure means any objective circumstance that is unforeseeable, inevitable, and insurmountable, including in particular official measures and orders, lawful labor disputes (including lockouts and strikes), pandemics and epidemics, floods, storms, explosions, uprisings, natural catastrophes, war and sabotage.	因不可抗力（定义如下）不能履行本一般条款义务的，不承担民事责任。法律另有规定的，依照其规定。不可抗力是指不能预见、不能避免且不能克服的客观情况，特别包括官方的措施和命令，合法的劳动争议（包括停工和罢工），传染病和流行病、洪水、风暴、爆炸、起义、自然灾害、战争和破坏。
5.2.	The party concerned may only invoke Force Majeure if it has notified the other party in writing without undue delay of the expected duration and the circumstances that could lead to a case of Force Majeure once it has identified these circumstances. The party concerned shall consult the other party on suitable remedial measures and perform these at its own expense in order to overcome or mitigate the event. This notwithstanding, the Buyer shall have the right to render the Performance affected by the Force Majeure itself or obtain it from third parties and reduce both the forecast delivery requirements possibly affected and the binding purchase	有关当事人只有在确认可能导致发生不可抗力的情况后，没有不当地拖延书面通知另一方预期持续时间以及可能导致发生不可抗力的情况，才能援引不可抗力。当事人就应当采取适当的补救措施征询另一方的意见，以克服或者减轻事件危害，并自担费用予以实施。尽管如此，无论法律如何规定，购买方仍然有权就受不可抗力影响部分的商品服务，自行提供或者从第三方处获得，并且减少可能受不可抗力影响的预期交货要求和有约束力的采购订单。不论法律依据如何，购买方都没有义务向销售方付款。购买方还应有权要求销售方无偿交出履

	orders affected by the Force Majeure without thereby being obliged to make payments to the Seller, regardless of the legal grounds. The Buyer shall also have the right to demand that the Seller surrender free of charge all tools, documents, materials, information, etc. that are necessary for rendering the Performance and provide expert and technical assistance and support for the duration of the hindrance to delivery.	行商品服务所需的一切工具、文件、材料、信息等，并在此障碍期间提供专家、技术援助和支持。
5.3.	If a case of Force Majeure lasts longer than thirty (30) calendar days without interruption or sixty (60) calendar days within one hundred and eighty (180) consecutive calendar days, the Buyer may – without prejudice to its other rights – terminate the contract in its entirety at the end of the month with a notice period of one month. In this case neither party shall have the right to demand compensation or damages from the other party. This shall be without prejudice to obligations relating to Performances already delivered.	如果不可抗力事件持续超过 30 个公历日不中断，或在连续 180 个公历日内有 60 个公历日，在不损害购买方其他权利的情况下，购买方可以设定一个月的通知期限，在该通知期届满时完全终止合同。在这种情况下，任何一方都无权要求另一方赔偿损失。这不应影响与已交付的与商品服务有关的义务。
6.	<b>Prices and Payment Terms, Invoicing</b>	<b>价格和支付条款，发票</b>
6.1.	The price indicated in the purchase order shall be binding. Sales tax (or similar taxes) at the prevailing rate shall be itemized and listed.	采购订单中的价格具有法定约束力。按现行税率征收的销售税（或类似的税）应单独分项列示。
6.2.	Unless otherwise agreed in the individual case, the price includes all Performances and incidental performances of the Seller (e.g. assembly, installation) as well as all incidental costs (e.g. due packaging, transport costs including any transport and liability insurance, and assembly insurance).	除非在个别情况下的另有约定，该价格包括所有商品服务和销售方附加的商品服务（如装配、安装）以及所有的附带费用（例如，适当的包装、包括运输和责任保险的运输费用以及装配保险）。
6.3.	If purchase order has not provided for payment schedule, the agreed price shall be due for payment by the Buyer within ninety (90) calendar days of complete delivery and Performance (including any acceptance procedure that may be agreed) in accordance with the terms of the purchase order and receipt of a due invoice pursuant to section 6.4. For the case that the Seller delivers early pursuant to section 4.8, the due date for the payment of the Buyer that is to be calculated in accordance with sentence 1 of section 6.3 shall continue to apply. The Buyer and the Seller shall each bear the fees charged by their respective banks. In the case of a bank transfer, payment will be considered timely if the Buyer's instruction to transfer reaches the Buyer's bank before the payment period expires; the Buyer shall not be responsible for delays caused by the banks involved in the payment process.	如果采购订单未规定付款时间表，约定的价款应按照采购订单条款以及收到的符合第 6.4 条规定的到期发票以及采购订单条款，在交货和交付商品服务（包括任何可能商定的验收程序）完成后九十（90）个公历日内由购买方支付。在第 4.8 条规定的情况下，销售方提早送达的，购买方应付款日期按照第 6.3 条的第 1 句话的规定计算。购买方和销售方应各自承担各自银行所收取的费用。在银行转账的情况下，如果在付款期届满前购买方发出的支付指令到达购买方银行，则被视为按时支付；购买方不为银行支付过程的延误负责。
6.4.	To enable the speedy and efficient processing of invoices, invoices must be issued in original, and copy thereof sent to the email address indicated in the purchase order. A due invoice must meet the following requirements: (a) All information required for the invoice must be shown in a general and electronically readable form. (b) The HOERBIGER purchase order number must be indicated on invoices relating to specific purchase orders. (c) The invoice must conform to the corresponding purchase order, and in particular must use the same material numbers and order units and, where possible, the same order texts. (d) The Buyer's company that issued the purchase order must be clearly identified on the invoice as the recipient of the Performance.	为了快速高效地处理发票，发票必须开具原件，并将复印件发送到采购订单中提供的电子邮箱。一张合格的发票必须符合下列要求： (a) 与发票相关的所有信息必须以通用和电子可读的形式显示。 (b) 贺尔碧格采购订单号必须显示在与特定的采购订单相关的发票上。 (c) 发票必须符合相应的采购订单，尤其是必须使用相同的材料号码和订购单位，并且在可能的情况下，使用相同的订单文本。 (d) 购买方发出采购订单的购买方公司必须被在发票上清楚地标明其是商品服务的接受方。
6.5.	The Buyer shall not owe any interest after the due date. Late payment shall be governed by statutory provisions.	购买方在到期日之后不应承担任何利息。逾期付款应当按照法律规定处理。



6.6.	The Buyer shall have rights of set-off and retention and the defense of non-performance to the statutory extent. The Buyer shall in particular have the right to withhold due payments for as long as it still has claims against the Seller arising from incomplete or deficient Performances.	购买方有权在法律规定的范围行使抵销权、留置权和对对方不履行的抗辩权。购买方尤其有权不支付到期付款，只要购买方仍对销售方的不完整或有瑕疵的履约行为有请求权。
6.7.	The Seller shall only have a right of set-off or retention on account of counterclaims that have been declared final in a court of law or are undisputed.	销售方只有因为法院已宣布为终局的或无争议的请求权才享有抵销权或留置权。
6.8.	Each party shall bear the costs of their own banking and payment operations, in particular their foreign bank transfers.	各方应承担各自银行和支付业务的费用，特别是外国银行转账。
7.	<b>Deficient Performance, Notifications of Defects, Processing of Complaints, Deactivation</b>	<b>商品服务瑕疵，瑕疵通知，投诉处理，停用</b>
7.1.	Unless otherwise determined below, the rights of the Buyer in the case of deficiencies in title and material in the Goods (including incorrect and short deliveries, inexpert assembly, deficient assembly, operator or user instructions) and in the case of other breaches of duty by the Seller shall be governed by statutory provisions.	除非下文另有约定，在商品所有权和材料存在瑕疵的情况下（包括交货不正确和交货不足、组装缺陷、组装瑕疵，操作人员或使用说明不当）和其他违反销售方义务的情况，应当按照法律规定处理。
7.2.	The Performance of the Seller is free of defects if, at the time of the passage of risk, the Goods supplied by the Seller, the Service performed by the Seller or the product processed with the Seller's Service (a) conform one hundred (100) percent to the agreed quality, the approved initial sample and the other contractual bases or statutory requirements worldwide; (b) are of good quality in terms of material and workmanship and are free of defects and suitable for the Buyer's customary use known to the Seller or recognizably intended by the Buyer; (c) do not infringe any third-party rights, in particular property rights (as defined in section 11), and are not subject to any other restriction with regard to use, manufacture, modification and/or sale, including import and export; (d) do not infringe any third-party ownership or property rights with regard to their manufacturing process and technology when used in accordance with the contract; and (e) reach the Buyer's place of delivery on the delivery date, in the agreed quantity and packed in accordance with the contract.	销售方的商品服务要被视为是没有瑕疵的，则在风险转移时，销售方提供的商品和服务或由销售方的服务加工的产品需符合以下情况： (a) 百分之百符合约定的质量，经核准的初始样品和其他合同依据或世界范围内的法定要求； (b) 品质优良的材料和工艺，无瑕疵，并且适合销售方知晓的购买方惯常用途或购买方可辨别的使用目的； (c) 不侵犯任何第三方的权利，尤其是财产权（由第11条定义的），在使用、制造、改装和/或销售，包括进出口方面不受任何其他限制； (d) 按照合同规定的使用方式，不侵犯任何第三方关于制造工艺和技术的所有权或产权；以及 (e) 按照合同规定，在交货日期按照约定的数量和包装到达购买方的交货地点。
7.3.	If the Seller's Performance consists in the production of a work (section 4.5), the Performance will in particular be deemed deficient if (a) an agreed assembly is performed deficiently or inexpertly; or (b) suitable operating and user instructions in the national language of the Buyer and/or the language required by the Buyer are missing or incomplete.	如果销售方的商品服务包括工作服务（第4.5条），商品服务出现以下情况将被视为有瑕疵： (a) 约定的组装操作有瑕疵或不专业；或 (b) 用购买方本国语言和/或购买方要求的语言编写的适当的操作和使用说明缺失或者不完整。
7.4.	The Seller shall indemnify the Buyer against all claims which third parties bring against the Buyer because the Performance or its use infringes or is alleged to infringe property rights (see section 7.2). The Seller shall reimburse the Buyer for all necessary expenses incurred to that end in connection with legal action by third parties. This shall not apply if the Seller is neither responsible for the infringement	销售方应赔偿购买方由于使用商品服务侵权或被指控侵犯财产权利（见第7.2条）而引起的第三方对购买方的索赔。销售方应补偿购买方由该事项引起，与第三方诉讼有关的一切必要的费用。如果销售方对侵犯财产权不负有责任，且销售方尽到了适当的商业注意义务，在交货时也不可能知道财产权受到侵犯，则不适用此规定。

	of property rights nor, exercising due commercial care, could have known of the infringement of property rights at the time of delivery.	
7.5.	The parties shall inform each other without undue delay of all risks of infringement and alleged infringements of third-party rights (in particular property rights as defined in section 11) of which they become aware.	双方应毫不迟延地告知对方其知晓的所有侵权和涉嫌侵犯第三方权利（特别是第 11 条定义的财产权）的风险。
7.6.	Those service descriptions such as drawings, specifications, initial samples, manufacturing processes and materials used which are part of the respective contract – in particular through designation or reference in the purchase order – or were included in the contract in similar manner, such as these GTC, shall always be considered an agreement on quality. It shall make no difference whether the service description comes from the Buyer, the Seller or the manufacturer within the meaning of applicable laws.	所有规定在各自合同中的服务描述，如图纸、规格、初始样品、生产流程和使用材料——尤其是在采购订单中指示和提及的，包含在合同以类似的方式，如本一般条款，应被视为对于商品质量的合意。来自于购买方，销售方或适用法律下规定的生产商的服务描述没有任何区别。
7.7.	The Seller shall notify the Buyer without undue delay if it becomes aware of circumstances indicating that the Performance or a product created with the Services of the Seller is not or may not be suitable for the Buyer's customary use known to the Seller or recognizably intended by the Buyer. This duty of notification shall also exist for the case that the Buyer has specified to the Seller the intended use of the Performance or of the product created with the Services of the Seller.	销售方在意识到商品服务或由销售方服务创建的产品不符合或者可能不符合其所知晓的购买方的惯常用途以及购买方可辨别的使用目的，应立即通知购买方，不得无故拖延。如果购买方已向销售方明确指示了商品服务或通过销售方服务创造的产品的预期用途，则销售方也应承担上述通知义务。
7.8.	The Buyer shall not be under any obligation to inspect the Performance or make special inquiries about any defects when concluding the contract. The Buyer shall therefore also have unrestricted defect claims, if, as a result of gross negligence, the Buyer remained unaware of the defect when concluding the contract.	购买方在订立合同时无义务检查商品服务或对任何瑕疵进行专门调查。因此，如果购买方由于重大过失在订立合同时没有意识到瑕疵，仍然可以提出请求权。
7.9.	The Buyer's duties to inspect and notify defects shall be governed by statutory provisions, with the proviso that the Buyer's duty to inspect shall be limited to defects which come to light in the course of a receiving inspection with external examination, including of the shipping documents (e.g. damage in transit, incorrect and short deliveries), or are identifiable from sampling procedures during the Buyer's quality control. If an acceptance procedure is agreed, no duty to inspect and notify defects shall exist. In other respects the extent to which an inspection is feasible in the ordinary course of business, having due regard for the circumstances of the individual case, shall prevail. This shall be without prejudice to the Buyer's duty to give notification of hidden defects discovered later. Notwithstanding a duty to inspect and notify defects, a notification of defects given by the Buyer shall always be considered given timely and without undue delay if it is sent within ten (10) working days of discovery or, in the case of manifest defects, of delivery.	购买方检验并通知瑕疵的义务应受法律规定的约束，但购买方的义务仅限于在接受检验中对外观检查发现的瑕疵，包括运输单证中体现的（例如运输中的损毁，错误交付和交付数量短缺），或可以从购买方质量控制过程中的抽样程序中识别出来的瑕疵。如果约定了验收程序，则上述检验和通知的义务均不存在。此外，在各个情况下，以在日常业务过程中进行检验的可行程度为准。这不应影响购买方之后发现的隐藏瑕疵的通知义务。尽管有检验和通知的义务，但如果购买方在发现瑕疵后的十（10）个工作日内通知销售方，或是在有明显瑕疵的情况下交货后十（10）个工作日内通知对方，则通知应始终被视为及时且没有不当拖延的。
7.10.	Subsequent performance shall also include the removal of the defective Goods and renewed installation if the Goods had been installed in or attached to another item, depending on their nature and intended purpose; this shall be without prejudice to the Buyer's statutory claim to reimbursement of the corresponding expenses.	根据商品的性质和预期使用目的，后续履行还应包括拆除有瑕疵的商品并重新安装（如果这些商品已安装在另一个物品中或已附加到另一个物品上）；这不影响购买方主张相应费用的法定赔偿。
7.11.	If a material defect or deficiency in title exists, the Buyer shall have the right to reduce the price or withdraw from the contract in accordance with statutory provisions. The Buyer shall also be entitled to claim compensation and reimbursement of expenses in accordance with statutory	如果权利存在重大缺陷或瑕疵，则购买方有权根据法律规定降低价格或解除合同。购买方也应有权根据法律规定要求赔偿和报销费用。尽管购买方享有法律规定和第 7.10 条规定的权利，如果销售方在购买方设定的合理时间内，未能履行后续履行义务（由购买方选择纠正瑕疵



	provisions. Notwithstanding the statutory rights of the Buyer and the clauses in section 7.10 , if the Seller fails to meet its obligation to subsequently perform—at the Buyer's option by rectifying the defect or supplying an item free of defects – within a reasonable period of time set by the Buyer, the Buyer may rectify the defect itself and demand reimbursement from the Seller for its necessary expenses or a corresponding advance. If subsequent performance by the Seller fails or is unconscionable for the Buyer (e.g. because of particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no time limit needs to be set; the Buyer will inform the Seller of such circumstances without undue delay, where possible in advance.	或提供无瑕疵商品），购买方可以自行纠正瑕疵并且要求销售方赔偿其必要的费用或相应的预付款。如果销售方的后续履行不合格或对购买方而言不合理（例如，由于特殊紧急情况，操作安全存在风险或即将发生不成比例的损坏），则不存在时间限制；购买方将无不当延误地通知销售方，在可能的情况下，提前通知销售方。
7.12.	As part of its quality support for its Performance, the Seller shall conduct an examination of complaints from the Buyer in accordance with DIN ISO 10002 and deliver a duly completed 8D report to the Buyer within the reasonable period of time set by the Buyer. The Seller shall make the analysis details and examination results available to the Buyer and take suitable corrective actions, having due regard for the provisions of these GTC. If the Buyer does not receive a duly completed and transparent 8D report and/or analysis details and examination results from the Seller, and if no alternative amicable agreement on corrective actions is reached between the parties, it will be assumed that the Performance which was the subject of the complaint was actually already deficient at the time of the passage of risk. In this case it will be incumbent upon the Seller to prove otherwise. The Seller shall finally bear the costs incurred for the purposes of inspection and subsequent performance if, after the inspection has been performed, a defect exists or there is an irrefutable presumption of a defect in accordance with the above provisions. This shall in other respects be without prejudice to the Buyer's liability in the case of unjustified complaints. However, to that extent the Buyer shall only be liable if it recognized or through gross negligence failed to recognize that no defect existed.	作为对商品服务的质量支持的一部分，销售方应根据 DIN ISO 10002 对购买方的投诉进行检查，并在购买方设定的合理时间内向购买方交付一份妥善填写的 8D 报告。在充分考虑本一般条款的情况下，销售方向购买方提供分析细节和检验结果，并采取适当的纠正措施。如果购买方未从销售方那里收到妥善填写且易懂的 8D 报告和/或细节分析以及检查结果，并且双方之间未就纠正措施达成友好协议，则假定该被投诉的商品服务在风险转移之时已经存在瑕疵。在这种情况下，销售方有责任证明并非如此。如果按照上述规定进行检验后，发现存在瑕疵或无法推翻瑕疵推定，则销售方最终应承担为进行检验和后续履行而发生的费用。另一方面，这并不影响购买方在不正当投诉的情况下的责任。但是购买方仅在发现或由于重大过失而没有发现不存在瑕疵的情况下承担责任。
7.13.	Unless otherwise expressly regulated in these GTC, payments, checks or the receiving by the Buyer of the Performance shall constitute neither acceptance of the Performance as conforming to contract nor a waiver of claims arising from warranty or other breaches of contract.	除非该一般条款另有明确规定，否则付款，支票或购买方对商品服务的接收，均不构成遵循合同规定验收商品服务，也不构成放弃因保修或其他违约而引起的请求权的权利。
7.14.	Segregated or deficient Goods or a segregated or deficient product created with the Services of the Seller will be permanently and appropriately marked as such or deactivated at the Seller's expense after the Seller has allowed the Buyer to do so or after the cause and the quantity of the Goods which were the subject of the complaint have been clarified. The Buyer shall have the right to determine the method of deactivation, ensuring that the purpose intended thereby can be achieved while also giving reasonable consideration to the financial interests of the Seller (particularly with regard to the costs of deactivation), and to require appropriate evidence.	在销售方允许购买方这样做或在澄清了投诉的原因和商品数量的情况下，分割的或有缺陷的商品，或通过销售方服务创建的分割的或有缺陷的商品，将被永久性且适当地就其本身被标记，或由销售方承担费用而被停用。购买方有权确定停用方法，确保达到预期的目的，同时还应合理考虑销售方的财产利益（尤其是有关停用成本），并要求提供适当的证据。
8.	<b>Recourse against Suppliers</b>	<b>对供应商的追偿权</b>
8.1.	The recourse claims within a supply chain (recourse against suppliers) that are allowed by law shall accrue to the Buyer without restriction in addition to the claims for defects. The Buyer shall in particular have the right to demand from the	除对瑕疵的请求权外，购买方还可以在法律允许的范围内不受限制的行使供应链中的追偿权（针对供应商的追偿权）。在个别情况下，购买方应有权要求销售方准确履行购买方对客户继续履行的类型（重作或更换）。该

	Seller precisely the type of subsequent performance (improvement or substitute delivery) that the Buyer owes to its customer in the individual case. This shall not limit the Buyer's statutory right of choice within the scope of subsequent performance.	条款不限制购买方在后续继续履行范围内的法定选择权。
8.2.	Before the Buyer is allowed to recognize or fulfil a claim for defects brought by its customer, including reimbursement of expenses, the Buyer will notify the Seller with a brief statement of the facts of the matter and ask for a written opinion. If a substantiated opinion is not received within a reasonable period of time and if no amicable solution is brought about, the defect claim actually granted by the Buyer shall be deemed as if owed to the Buyer's customer. In this case it will be incumbent upon the Seller to prove otherwise.	购买方在被允许确认或满足客户提出的包括补偿费用在内的瑕疵索赔之前，将会通知销售方简要说明此事的事实，并征求书面意见。若购买方在合理期限内未收到具体化的意见，或者是友好的解决方案，则实际授予购买方的瑕疵请求权应被视为是购买方客户所享有的。在这种情况下销售方有责任证明其他情况。
8.3.	The Buyer's claims from recourse against suppliers shall apply even if the defective Goods were processed by the Buyer or another entrepreneur, e.g. through installation in another product.	即使有缺陷的商品是由购买方或其他企业加工的，例如安装在另一种产品中，购买方享有对供应商追偿权。
9.	<b>Product Liability</b>	<b>产品责任</b>
9.1.	If the Seller is responsible for a product defect because it provides defective Performances or Services in connection with the creation of a product, it shall on first request pay the Buyer compensation or indemnify the Buyer against claims of third parties.	若销售方因产品制造过程中提供的商品服务或服务有缺陷而对产品瑕疵负责，则销售方应在购买方第一次提出请求之后向购买方支付赔偿金或赔偿购买方对第三方的索赔。
9.2.	In the case that the Seller has an obligation to indemnify pursuant to section 9.1, the Seller shall also reimburse all the expenses incurred by the Buyer from or in connection with legal action by a third party, including field activities such as recalls or service campaigns conducted by the Buyer. In deciding on the conduct of a field activity, the Buyer will exercise its due discretion and take reasonable account of the interests of the Seller. The Buyer will – where possible and reasonable – inform the Seller of the content and scope of a field activity and offer it the opportunity to comment. This shall be without prejudice to further and/or other statutory rights of the Buyer, in particular to compensation and reimbursement of expenses, the filing of suits for performance and the claiming of provisional legal protection.	若销售方根据 9.1 条有义务进行赔偿，销售方还应赔偿购买方因第三方有关的法律行动而产生的所有费用，包括现场活动，例如召回或购买方进行的服务活动。在考虑是否进行现场活动时，购买方应合理考虑销售方的利益并酌情决定。购买方将在可能且合理的情况下告知销售方将现场活动的内容和范围提供给销售方，并给予销售方评论的机会。这不会影响购买方进一步和/或其他法定权利，尤其是赔偿和费用报销，提起诉讼和请求临时法律保护的权利。
10.	<b>Buyer's Ownership Rights to Information and Objects, Seller's Retention of Title</b>	<b>购买方对信息和物品的所有权，销售方的所有权保留</b>
10.1.	Information and objects (as defined in sections 10.2 and 10.3, in each case in conjunction with section 10.4) are and shall remain the sole property of the Buyer and must be appropriately, clearly and permanently identified as such by the Seller. They may only be used for the Performance ordered by the Buyer and shall be returned to the Buyer upon fulfilment of the agreed Performance, upon termination, in the case of Force Majeure and if the Buyer has a legitimate need for them. The Seller shall be bound to present to the Buyer on request at any time suitable evidence (e.g. confirmation, photographs) of the fulfilment of its obligations.	信息和物品（如第 10.2 条和第 10.3 条定义，在任何情况下均应结合第 10.4 条理解）始终是购买方的专有财产，并且销售方必须对此进行适当的，明确的，永久的确认。他们只能用于购买方订购的商品服务，并且应在完成约定的商品服务后退还给购买方。履行终止之后，若出现不可抗力或是在购买方有合法需要的情况下，销售方有义务随时应要求向购买方出示其履行义务的合适的证据（例如，确认书，照片）。
10.2.	Information within the meaning of section 10 means illustrations, design drawings, commercial and technical data, contractual and official documents, business data, operating procedures, know-how and inventions, as well as further information of a tangible or intangible nature.	第 10 条所指的信息是指插图，设计图，商业和技术数据，合同和官方文件，商业数据，运营程序，专有技术和发明，以及其他有形或无形的信息。

10.3.	Objects within the meaning of section 10 mean specimens, prototypes, special resources, material for production or packaging, computer equipment, transport containers and measuring equipment, as well as other objects.	第 10 条所指物品是指样本, 原型, 特殊资源, 生产或包装材料, 计算机设备, 运输容器和测量设备以及其他物品。
10.4.	Information and objects within the meaning of section 10 are those (a) which the Buyer makes available to the Seller; (b) for which the Buyer pays an amount stated and agreed by the Seller and/or for which it can be assumed that the amount will be amortized over the receipt of the benefit; or (c) which are based on indispensable technological knowledge, ideas or equipment of the Buyer and (i) are specifically used for the Performance or (ii) are created thereby or (iii) are manufactured in accordance with the Buyer's instructions.	第 10 条所指的信息和物品是指: (a) 购买方向销售方提供的; (b) 购买方为此向销售方支付其主张并同意的金额的, 和/或是可以假设其金额将在收到收益时摊销的; 或者 (c) 基于购买方必不可少的技术知识, 想法或设备, 并且 (i) 专门用于此商品服务或 (ii) 由此创建或 (iii) 根据购买方的指示制造的。
10.5.	The Seller shall keep the information and objects properly and in a safe place, complying with all applicable statutory provisions, protected from access by third parties, loss, damage and deterioration, and separately from other items.	销售方应将信息和物品妥善保存在安全的地方, 遵守所有适用的法规条款, 防止第三方进入, 丢失, 损坏和老化, 并与其他物品分开存放。
10.6.	The Seller shall insure the information and objects appropriately against theft, damage and loss at their reinstatement/production cost and include them in an all-risks insurance policy at their reinstatement/production cost.	销售方应按恢复成本或生产成本为信息和物品提供适当的保险, 以防盗窃, 损坏和损失, 并按恢复成本或生产成本将其纳入全险政策中。
10.7.	Information and objects may not be disposed of, relocated, consumed, scrapped or transferred as security without the prior written consent of the Buyer.	未经购买方事先书面同意, 不得处置, 迁移, 消耗, 报废信息和物品或者将其作为担保转让。
10.8.	In the case that information and objects are returned, they must be returned properly and – if applicable – in the maintained condition and appropriate transport packaging at the Seller's expense. The Seller may only keep copies of information if this is required by law or for the purposes of proving the fulfilment of performances within the meaning of PRC Product Quality Law and they are kept safe from access by third parties.	若归还信息和物品, 必须妥善归还。如果可以, 应当以维持的状态和以适当的运输包装归还销售方, 费用由销售方承担。销售方仅可在法律要求的情况下或出于证明履行《中华人民共和国产品质量法》规定的商品服务的目的而保留信息的副本, 并确保第三方无法访问这些信息。
10.9.	The processing, mixing or combination (“ <b>Further Processing</b> ”) by the Seller of information and objects with each other and/or with items of the Seller shall in each case be performed for the Buyer, so that ownership of the new item created by Further Processing shall accrue solely to the Buyer and is to be effectively transferred to it. The creation of co-ownership in favor of the Seller is excluded. The same shall apply in the case of the Further Processing by the Buyer of the Goods supplied by the Seller with other items, so that the Buyer is regarded as the manufacturer of the item created thereby and acquires sole title both to the Seller's Goods and to the newly created item not later than with the Further Processing; the Seller expressly agrees that the Buyer will have and hold the delivered Goods and the newly created item as owner – notwithstanding any earlier transfer of title – not later than from the Further Processing.	在任何情况下, 销售方将购买方的信息和物品和/或销售方的信息和物品, 相互之间进行加工、附和或混合 (“ <b>进一步加工</b> ”) 都应是购买方而执行, 因此进一步加工产生的新物品所有权应完归属于购买方, 并且应有效地转移至购买方。排除对销售方有利的共同所有权的创设。上述规定也同样适用于购买方对销售方提供的商品与其他商品一并进一步加工的情况, 因此购买方被视为由此产生的商品的制造商, 并在不迟于进一步加工后获得销售方商品和新商品的唯一所有权。销售方明确同意购买方将在不迟于进一步加工后作为所有权人拥有和持有交付的商品和新产生物品, 不论先前发生任何所有权的转让。
10.10.	Transfer of the Goods to the Buyer shall be unconditional and without regard to payment of the price. If, however, the Buyer accepts an offer to transfer made the Seller in the individual case that is conditional upon payment, the Seller's retention of title shall expire not later than upon payment for the Goods supplied. The Buyer shall retain the right even before payment to resell the Goods in the ordinary course of business with assignment in advance of the claim arising	将商品所有权转让给购买方应是无条件的, 不考虑价款的支付。但是, 如果购买方接受销售方在个别情况下提出的以付款为条件的转让要约, 则销售方所有权保留的期限应在不迟于所供商品付款后届满。购买方应保留付款前在正常业务过程中转售商品的权利, 并在由此产生的请求权发生之前进行转让 (或者将简单所有权保留的有效期限延长至转售), 并且购买方有权在正常业务中进



	thereby (alternatively with the validity of the simple retention of title being extended to the resale) and shall further have the right to Further Processing within the ordinary course of business. All other forms of retention of title are thereby excluded, in particular retention of title that are expanded, forwarded or extended to the further processing. This shall be without prejudice to section 10.9.	一步加工。因此所有其他形式的所有权保留都应被排除，特别是扩大、转至或延展到进一步加工的所有权保留。此处不应影响第 10.9 条的规定。
<b>11.</b>	<b>Property Rights</b>	<b>财产权</b>
<b>11.1.</b>	Property rights within the meaning of these GTC mean (i) patents, trade marks, utility models, designs and semiconductor products which have been requested, granted or registered, (ii) know-how (knowledge acquired through tests and experience and which is secret, material and described), and (iii) copyright and related property rights.	本一般条款所指的财产权是指 (i) 已申请、授予或注册的专利、商标、实用新型、设计和半导体产品, (ii) 专有技术 (通过测试和经验获得的知识, 是秘密的、重要的和描述的), 以及 (iii) 版权和相关财产权。
<b>11.2.</b>	The Buyer alone is entitled to the property rights in or to the information and/or objects of the Buyer (as defined in section 10). To the extent that the Seller uses information or objects of the Buyer in order to render the Performance owed, the Buyer grants it a simple, non-transferable and non-sublicensable right to use the information and objects during the term and solely for the purposes of this contract.	购买方单独对购买方的信息和/或物品 (定义见第 10 条) 享有财产权。就下述范围而言如果销售方使用购买方的信息或物品以便于履行其所负的提供商品服务的义务, 购买方授予销售方一项简单的、不可转让的、不可转授权的权利在本合同期限内仅为本合同之目的使用该信息或物品。
<b>11.3.</b>	The Buyer alone is entitled to the property rights created in the Buyer-specific manufacture of the Goods or rendering of the Performance of the Seller or its employees and third parties engaged by it (" <b>New Property Rights</b> ") and – except in the case of section 11.4 – the Seller shall transfer these to the Buyer in full. In the case of non-Buyer-specific manufacture, the Buyer will only receive non-exclusive rights to use the property rights to the otherwise same extent as for exclusive rights of use.	购买方单独有权享有在购买方特定的商品生产或销售方或其雇员和第三方的提供商品服务过程中产生的财产权 (" <b>新财产权</b> ") , 除第 11.4 条的情况外, 销售方应将这些财产权全部转让给购买方。在非购买方特定生产的情况下, 购买方将仅获得与独占使用权相同范围内的非独占使用权。
<b>11.4.</b>	To the extent that the New Property Rights arise from works protected by copyright, the Seller hereby transfers the exclusive, transferable and sublicensable right to use them without limit in territory, content and time (with the exception of moral rights) to the Buyer. This right of use shall in particular include the reproduction, distribution, communication to the public and making available to the public of the New Property Rights in all types of use which are known or become known in the future, including the right to adapt and develop the New Property Rights and to use the results thereby created to the above extent. The clause in the 2nd sentence of section 11.3 shall apply in the case of non-Buyer-specific manufacture.	如果新财产权产生于受版权保护的作品, 销售方特此将使用这些作品的独家、可转让和可转授权的权利转让给购买方, 不受地域、内容和时间的限制 (精神权利除外)。这一使用权尤其应包括复制、发行、向公众传播和向公众提供已知或未来成为已知的所有使用类型中的新财产权, 包括调整和发展新财产权的权利, 以及在上述范围内使用由此产生的成果的权利。第 11.3 条第 2 句中的条款应适用于非购买方特定生产的情况。
<b>11.5.</b>	The Seller shall be bound to ensure that the rights pursuant to sections 11.3 and 11.4 can be granted to the Buyer in full and that the authors acting for it irrevocably waive their right to be named as authors under copyright law.	销售方有义务确保第 11.3 条和第 11.4 条规定的权利可以完全授予购买方, 并且代表购买方行事的作者不可撤销地放弃其根据版权法被命名为作者的权利。
<b>11.6.</b>	Insofar as the Seller already has property rights (as owner or under license) in connection with the Goods or the rendering of the Performance under these GTC (" <b>Previous Property Rights</b> ") and uses these for this manufacture, the Seller shall notify the Buyer of these in writing when concluding the contract.	只要销售方在本一般条款下已经拥有 (作为所有者或被许可方) 与商品或提供商品服务相关的财产权 (" <b>先前财产权</b> ") 并将其用于本生产, 销售方应在签订合同时书面通知购买方。
<b>11.7.</b>	Insofar as the Buyer or third parties authorized by it imperatively require the Previous Property Rights of the Seller in order to use the Goods or the Service to be performed by the Seller, the Seller grants them a non-exclusive and irrevocable right, unlimited in territory and covered by the agreed purchase price, to use these Previous	如果购买方或其授权的第三方为了使用销售方提供的商品或服务而迫切要求销售方的先前财产权, 则销售方授予他们一项非排他性的、不可撤销的权利, 该权利不受地域限制, 并包含在商定的购买价中, 将这些先前财产权用于此目的, 包括修改权、复制权和分配权, 以及在上述范围内全部或部分转让这些财产权的权利。上述使

	Property Rights for this purpose, including the right of modification, reproduction and distribution and the right to transfer them in whole or in part to the above extent. If the use recognizable to the seller is intended to be permanent, the right of use shall be unlimited in time.	用权在时间上应不受限制，如果销售方可以辨认的对权利的使用将会是永久性的。
11.8.	Insofar as the scope of performance includes software, and unless expressly agreed otherwise, the provisions of sections 11.1 to and including 11.7 shall also apply for the software, including its documentation. Insofar as the software consists of software and software components that the Seller programs specifically for the Buyer, the Seller shall transfer the source code to the Buyer without undue delay if this is necessary for its functionality, interoperability and need for adaptation by the Buyer. The rights of use and exploitation shall extend to the object code, the documentation and, if transferred, the source code also. In other respects the provisions in section 11.5 to 11.7 shall apply analogously.	如果商品服务范围包括软件，除非另有明确约定，第 11.1 条至第 11.7 条（包括第 11.7 条）的规定也应适用于软件，包括其文档。如果软件由销售方专门为购买方编程的软件和软件组件组成，销售方应在其功能、互操作性以及购买方需要调整的情况下，将毫无不当延误地源代码转让给购买方。使用权和收益权应延伸至目标代码、文件，如果转让，还应延伸至源代码。在其他方面，第 11.5 条至第 11.7 条的规定也应适用。
12.	<b>Spare Parts</b>	<b>备件</b>
12.1.	The Seller shall be bound to keep spare parts for the Goods supplied to the Buyer in stock for a period of at least fifteen (15) years after delivery.	销售方有义务在交货后至少十五（15）年内保持供应给购买方的商品的备件库存。
12.2.	If the Seller intends to cease the production of spare parts for the products delivered to the Buyer, it shall notify the Buyer of this without undue delay after the decision on cessation. Subject to section 12.1, this decision must be made at least twelve (12) months before the cessation of production.	如果销售方打算停止生产交付给购买方的产品的备件，应在作出停止决定后通知购买方，不得无故拖延。在符合第 12.1 条规定的情况下，必须在停产前至少十二（12）个月作出决定。
13.	<b>Conformity</b>	<b>一致性</b>
13.1.	HOERBIGER's quality assurance requirements in the prevailing version are a material part of the contract ( <a href="http://procurement.hoerbiger.com">procurement.hoerbiger.com</a> (go to Download)).	贺尔碧格届时版本的质量保证要求是合同的重要组成部分（ <a href="http://procurement.hoerbiger.com">procurement.hoerbiger.com</a> （点击下载））。
13.2.	In addition to the requirements under section 13.1, for its Performance the Seller is required to observe all globally applicable pertinent provisions, directives, standards, laws and relevant requirements of the customers of the Buyer which reflect both the state of the art and technology and safety and environmental requirements, all in the version applicable at the time of performance.	除了第 13.1 条的要求外，销售方在商品服务时还应遵守所有全球适用的相关规定、指令、标准、法律和购买方客户的相关要求，这些反映最先进的科技和安全及环境要求的规定、指令、标准、法律和要求，均为履约时适用的版本。
13.3.	The Performance of the Seller may not contain any substances which are classed as or suspected of being carcinogenic, mutagenic or toxic to reproduction or any artificially radioactive substances or release any such substances.	销售方的商品服务中不得含有任何被归类为或疑似致癌、致突变或对生殖有毒性的物质，或任何人工放射性物质，且不得释放任何该等物质。
13.4.	In the event that provisions of the above requirements overlap in content or deviate from each other, the stricter requirement (e.g. prohibition before declaration) shall always prevail.	如果上述要求的规定内容重叠或相互偏离，应始终以更严格的要求（如禁止优先于声明）为准。
13.5.	Should a manufacturer's declaration or a declaration of conformity ("Machinery Directive") be required for the Performance, the Seller must create this and make it available at its expense without undue delay on request. For the case that a safety data sheet or substance safety report is required for the Performance, the Seller shall likewise make the corresponding documents available to the Buyer at its expense.	如果商品服务需要制造商声明或符合相关规定的合格声明，销售方必须按照要求毫无拖延地自费创建并提供符合要求的声明。如果商品服务需要安全数据表或物质安全报告，销售方同样应自费向购买方提供相应的文件。
13.6.	The Seller is aware that the Buyer will transport the Performance worldwide by truck, rail and/or air or water.	销售方知晓购买方将通过卡车、铁路和/或空运或水运的方式在全球范围内运输商品服务。
13.7.	With the offer the Seller shall send to the Buyer a fully completed safety data sheet for materials (substances,	销售方应在要约时向购买方发送一份关于材料（物质、制剂）和物品（如产品、服务、零件、技术设备、未清

	preparations) and objects (e.g. products, services, parts, technical equipment, uncleaned empties) which by their nature, properties or condition may present risks to the life and health of humans, to the environment and to property and which are therefore subject to regulations requiring special treatment with regard to packaging, transport, storage, handling or waste disposal. In the event of changes in the materials, objects or legal situation, the Seller shall send updated data sheets immediately.	洗的空瓶) 的完整的安全数据表, 这些材料、物品的性质、性质或状况可能对购买方的生命和健康构成风险, 因此在包装、运输、储存、处理或废物处置方面, 受要求特殊处理的法规约束。如果材料、物品或法律情况发生变化, 销售方应立即发送更新的数据表。
13.8.	The Seller shall be bound to send information and documents that are required in connection with section 13 to the Buyer promptly and enable their review. The Seller shall ensure that production and the test records and other documents and data – regardless of how they are stored – in connection with the rendering of the Performance can be inspected even after the end of post-series delivery. The Seller shall to that end store the documentation in a suitable, structured manner.	销售方有义务及时向购买方发送与第 13 条有关的信息和文件, 并使购买方能够进行审查。销售方应确保与提供商品服务有关的生产和测试记录以及其他文件和数据, 无论其如何储存, 即使在后续一系列交付结束后也能被检查。为此, 销售方应以适当、结构化的方式储存文件。
14.	<b>Labelling of the Goods, Advertising</b>	<b>商品标签、广告</b>
14.1.	The Seller shall label the Goods in accordance with the Buyer's instructions.	销售方应按照购买方的指示给商品贴上标签。
14.2.	Neither the Seller nor the Buyer may use copyrighted names, logos, trade names, trade marks or service marks of the other party without the prior written consent of the party holding or controlling these copyrights as owner.	未经拥有或控制版权的一方事先书面同意, 买卖双方均不得使用版权所有者受版权保护的名称、徽标、商号、商标或服务商标。
14.3.	Without the prior written consent of the Buyer, the Seller may not disclose the fact that it is a contract partner or supplier of the Buyer either in its marketing measures (e.g. when exhibiting the Goods) or in any other manner unless such publication is required by mandatory provisions of law. Even in this case the Seller shall inform the Buyer in good time before any such disclosure.	未经购买方事先书面同意, 销售方不得在其营销措施中 (例如在展示商品时) 或以其他方式披露其是购买方的合同伙伴或供应商的事实, 除非法律强制性规定要求披露。即使在这种情况下, 销售方也应在披露前及时通知购买方。
15.	<b>Confidentiality and Data Security</b>	<b>保密和数据安全</b>
15.1.	The Seller shall be bound to treat the terms of a purchase order from the Buyer and all information and objects (as defined in section 10) which are made available to it for this purpose as well as other information in strict confidence, to protect them from access by unauthorized third parties, and to only use them in order to execute the relevant purchase order. It shall return these to the Buyer immediately on demand after enquiries have been dealt with or purchase orders executed, unless doing so conflicts with statutory duties of retention.	销售方有义务严格保密购买方的采购订单条款、为此目的提供的所有信息和物品 (定义见第 10 条) 以及其他信息, 以防止未经授权的第三方接触, 并且仅用于执行相关采购订单。除非与法定保留义务相冲突, 否则在处理询价或执行采购订单后, 应在购买方提出要求时立即将其退还给购买方。
15.2.	The duties of confidentiality pursuant to section 15 shall not exist if and to the extent that information (a) is in or enters the public domain without any breach of these duties; (b) was lawfully acquired from a third party; (c) was already known to the Seller; (d) must be disclosed on the basis of mandatory legal provisions or orders of a court or authority; or (e) was independently developed by the Seller without the use of or reference to the information of the Buyer. The burden of proof that one or more of the above exceptions apply shall rest with the Seller.	如果信息符合下列情况, 则第 15 条规定的保密义务不存在: (a) 在没有违反相关义务的情况下已经存在或进入公共领域; (b) 是从第三方合法获得的; (c) 销售方已经知道; (d) 必须根据强制性法律规定或法院或者当局的命令予以披露; 或 (e) 由销售方独立开发, 未使用或参考购买方信息。 上述一项或多项例外适用的举证责任应由销售方承担。
15.3.	The Seller shall, to the extent allowed by law, make all reasonable efforts to notify the Buyer without undue delay of any such reason for disclosure, give the Buyer the possibility, to the extent allowed by law, to object to or	销售方应在法律允许的范围内, 尽一切合理的努力将任何此类披露的理由不无故拖延地通知购买方, 在法律允许的范围内, 给予购买方反对或限制此类披露的可能



	restrict such disclosure, and offer the Buyer reasonable cooperation in the Buyer's attempts to prevent or restrict any such disclosure.	性, 并在购买方试图阻止或限制此类披露的过程中给予购买方充分的合作。
15.4.	The Seller shall bind the subcontractors approved by the Buyer in accordance with section 4.1 to the same obligations under section 15.	销售方应使购买方根据第 4.1 条批准的分包商承担第 15 条规定的相同义务。
15.5.	The Seller's duties of confidentiality pursuant to section 15 shall continue to apply for a period of another five (5) years beyond the end of the respective last purchase order.	第 15 条规定的销售方保密义务应在各自最后一份采购订单结束后的五 (5) 年内继续适用。
15.6.	In the case of electronic information, the Seller shall ensure the confidentiality, availability and integrity of such information by installing appropriate protective mechanisms for data processing and data storage systems.	对于电子信息, 销售方应通过为数据处理和数据存储系统安装适当的保护机制, 确保此类信息的机密性、可用性和完整性。
16.	<b>Customs, Origin, International Supply Chain, Export Control</b>	<b>海关, 原产地, 国际供应链, 出口管制</b>
16.1.	The Seller shall inform itself of the requirements of customs procedures and shall make all necessary documents and information available to the Buyer in good time, such as the statistical article number (HS code / harmonized code), the names of preferential goods, certificates of origin and all other necessary information for import and export procedures. The Seller shall enclose a commercial invoice in English in duplicate with the accompanying documents for customs purposes. Any deviation will only be permitted with the prior written consent of the Buyer.	销售方应自行了解海关程序的要求, 并及时向购买方提供所有必要的文件和信息, 如统计物品编号 (HS 代码/统一编码)、优惠商品的名称, 原产地证书和进出口手续所需的所有其他资料。销售方应附上一式两份的英文商业发票及海关所需的附随文件。任何偏差只有在购买方事先书面同意的情况下才允许。
16.2.	Unless other or further requirements are laid down by law, the Seller shall send to the Buyer prior to first-time delivery with a corresponding validity period and thereafter unsolicited before the validity period expires a long-term supplier's declaration for products with preferential origin. The Buyer must be notified of any changes to the origin in writing without undue delay.	除非法律另有规定或进一步要求, 否则销售方应在首次交货前向购买方发送一份具有相应有效期的声明, 和此后有效期届满前主动提供的长期供应商优惠原产地产品声明。原产地的任何变更必须以书面形式通知购买方, 不得无故拖延。
16.3.	With regard to its goods within the meaning of foreign trade legislation, including all component parts, the Seller shall inform the Buyer without undue delay of (a) export restrictions and issued export approvals which exist in the country of manufacture and/or in the country of dispatch of the Performance; (b) duties to obtain approval which exist under US export and re-export law, including what are known as EAR99 goods; and (c) duties to obtain approval for dual-use goods, armaments and other goods listed as "restricted" which exist under Community law of the European Union or the national provisions of foreign trade legislation.  To the extent that the Seller supplies merchandise, services and/or technologies which are subject to export controls, the Seller shall forward the following information and corresponding documents to the Buyer unsolicited: (a) the dual-use list number (goods list annexes to the Dual-Use Regulation (EC) 428/2009 as respectively amended); (b) in the case of US merchandise, services and/or technologies, (i) whether these are subject to US re-export provisions (Export administration Regulations EAR and International Traffic in Arms Regulations ITAR); (ii) the ECCN no. (Export Control Classification Number) pursuant to US Export Administration Regulations	对于其外贸法规所指的商品, 包括所有零部件, 销售方应无不当延误地通知购买方: (a) 制造国和/或商品服务出口国存在的出口限制和签发的出口批准; (b) 根据美国《出口和再出口法》(包括被称为 EAR99 的商品) 规定, 获得批准的关税; 以及 (c) 欧盟共同体法律或国家外贸立法规定下列为“限制”的军民两用商品、军备和其他商品获得批准的义务。  如果销售方提供受出口管制的商品、服务和/或技术, 销售方应主动向购买方提供以下信息和相应文件: (a) 两用物品清单编号 (分别经修订的《两用物品条例》(EC) 428/2009 的商品清单附件); (b) 就美国商品、服务和/或技术而言, i) 是否受美国再出口规定 (出口管理条例 EAR 和国际武器贸易条例 ITAR) 的约束; ii) 根据美国出口管理条例 (EAR, 根据 ITAR 的 USML (美国军火清单)) 的 ECCN 号 (出口管制分类号); iii) 出口许可证 iv) 美国原始数量, 以及在必要时, 须经批准的部分的数量;

	<p>(EAR, USML (U.S. Munitions List) according to ITAR);</p> <p>(iii) an export license; and</p> <p>(iv) the US original quantity and where necessary the amount of the portions subject to approval;</p> <p>(c) information on transport through the USA and/or manufacture and/or storage in the USA and/or production with the aid of US technology or parts;</p> <p>(d) other goods-related information material for the purposes of requesting official approvals; and</p> <p>(e) a contact person of the Seller for the clarification of any queries.</p>	<p>(c) 通过美国运输和/或在美国制造和/或储存和/或借助美国技术或零件进行生产的信息;</p> <p>(d) 用于请求官方批准的其他商品相关信息材料; 以及</p> <p>(e) 销售方联系人, 以澄清任何疑问。</p>
16.4.	This duty of information shall exist for the Seller even after the end of business relations and for as long as these duties of information vis-à-vis the competent government agencies are incumbent upon the Seller and/or the Buyer.	即使在业务关系结束后, 只要销售方和/或购买方对主管政府机构负有这些信息义务, 销售方也应承担这些信息义务。
16.5.	The Seller undertakes to produce, store, process and load Performances which are produced, stored, conveyed or supplied to or received by the Buyer at safe establishments and at safe transshipment locations and to protect them from unauthorized access during their production, storage, modification, processing, loading and conveyance. The personnel used must be reliable. Business partners acting on behalf of the Seller must be informed that they are likewise required take measures to safeguard the above supply chain. The Seller shall also ensure that it and its business partners comply with the pertinent laws and regulations, in particular those relating to foreign trade legislation (including import and export provisions) and anti-terror lists. A safety declaration or relevant certificate number must be provided on request.	销售方承诺在安全场所和安全转运地点生产、储存、加工和装载生产、储存、运输或提供给购买方或购买方接收的商品服务, 并在生产、储存、修改、加工、装载和运输过程中防止未经授权的接触。使用的人员必须可靠。代表销售方行事的商业伙伴必须被告知, 他们同样需要采取措施保障上述供应链。销售方还应确保其及其业务伙伴遵守相关法律法规, 特别是与外贸立法(包括进出口规定)和反恐清单有关的法律法规。经要求必须提供安全声明或相关证书编号。
16.6.	The Seller shall be bound to deliver the information and documents required in connection with sections 16.3 to 16.5 in good time, enable their examination by the customs authorities and obtain any official confirmations that may be required. The Seller shall assist the Buyer in reducing or minimizing the customs duties.	销售方有义务及时交付第 16.3 条至第 16.5 条要求的信息和文件, 以便海关当局对其进行检查, 并获得可能需要的任何官方确认。销售方应协助购买方降低或最小化关税。
16.7.	If the Seller fails to fulfil its obligations pursuant to section 16, the Buyer shall not be responsible for any resulting delays in processing and payment of purchase orders (i.e. any default of the Buyer in that regard is expressly excluded for the duration of the resulting delay) and the Seller shall in that regard indemnify the Buyer against losses, claims of third parties and other consequences.	如果销售方未能履行第 16 条规定的义务, 购买方不应对其采购订单处理和支付过程中的任何延误负责(即购买方在这方面的任何违约在延误期间被明确排除在外), 销售方应在这方面赔偿购买方的损失、第三方的请求权和其他后果。
16.8.	The Seller shall make all reasonable efforts to ensure that its third parties (e.g. suppliers) approved in accordance with section 4.1 also comply with the obligations on the Seller that are set out in section 16.	销售方应尽一切合理努力确保其根据第 4.1 条被批准的第三方(如供应商)也遵守第 16 条规定的销售方义务。
17.	<b>Insurance</b>	<b>保险</b>
17.1.	The Seller shall take out and maintain product liability insurance to the customary and reasonable extent in the industry with a flat-rate sum insured of at least five (5) million euros per case of personal injury/material damage with a leading and solvent insurer which covers the Seller's liability towards the Buyer and third parties to the necessary extent. The Seller shall present evidence of the existence and coverage of these insurance policies to the Buyer on request at any time and without undue delay.	销售方应按照行业惯例和合理程度投保并维持产品责任保险, 每起人身伤害/物质损害案件的统一投保额至少为五百万欧元, 由一家领先且有偿付能力的保险公司在必要的范围内承担销售方对购买方和第三方的责任。应购买方要求, 销售方应随时向购买方提供这些保险单的存在和保险范围的证据, 不得无故拖延。

17.2.	The existence of an insurance contract shall not lead to a limitation of the obligations on the Seller arising from these GTC.	保险合同的存在不应导致本一般条款对销售方义务的限制。
17.3.	Unless otherwise determined from the Incoterms applicable for the purchase order, the Seller shall obligate every carrier engaged by it to take out insurance for its own transport liability.	除非适用于采购订单的《国际贸易术语解释通则》另有规定，销售方应责成其雇用的每一承运人为其自身的运输责任投保。
18.	<b>Protection of Personal Data</b>	<b>个人数据保护</b>
	The Buyer processes personal data electronically and non-electronically in conformity with the pertinent data protection regulations for the purposes of fulfilling obligations arising from the business relationship, law and business practice and keeps such data for a corresponding period of time. To that extent the personal data may be transmitted to companies of the HOERBIGER Group and business partners registered in the EU and in non-EU countries.	购买方根据相关数据保护条例以电子和非电子方式处理个人数据，以履行业务关系、法律和商业惯例产生的义务，并将此类数据保留相应的一段时间。在这种情况下，个人数据可能会传输给贺尔碧格集团的公司和在欧盟和非欧盟国家注册的商业伙伴。
19.	<b>Limitation Period</b>	<b>时效期间</b>
19.1.	Unless otherwise determined below, the mutual claims of the Buyer and Seller shall become time-barred in accordance with statutory provisions.	除非下文另有规定，购买方和销售方的相互请求权应根据法律规定有时效限制。
19.2.	If an acceptance procedure is agreed, the limitation period shall always begin from the acceptance procedure. The limitation period shall not prejudice the statutory limitation period for claims in rem of third parties for the restitution of property; claims arising from deficiencies in title shall in any case not become time-barred for as long as the third party can still assert the right – in particular because it is not yet time-barred – against the Buyer.	约定验收程序的，时效期间从验收程序开始计算。时效期限不影响第三人要求返还财产的物权请求权的法定时效期限；在任何情况下，只要第三方仍然可以向购买方主张权利，特别是因为该权利尚未受到时效限制，因所有权缺陷而产生的请求权就不应受到时效限制。
19.3.	The limitation periods under the law governing the sale of goods, including this extension, shall apply to the statutory extent for all contractual claims based on defects. To the extent that the Buyer is entitled to non-contractual claims for compensation due to a defect, the regular statutory limitation period shall apply unless application of the limitation periods of the law governing the sale of goods results in a longer limitation period in the individual case.	管辖商品销售的法律规定的时效期限，包括本次延期，应在法定范围内适用于所有基于瑕疵的合同请求权。如果购买方有权因瑕疵而提出非合同请求权，则应适用正常的法定时效期限，除非适用商品销售法的时效期限导致个别案件的时效期限更长。
20.	<b>Termination of / Withdrawal from Contracts, Phase-out Period, Continuation</b>	<b>终止/解除合同、逐步淘汰期、继续</b>
20.1.	Notwithstanding other rights of the Buyer, the Buyer may terminate contracts in whole or in part at any time and will be released from the associated duty of counter-performance, in particular (a) if twenty-five (25) percent or more of the voting shares in the Seller are acquired or directly or indirectly controlled by a third party; (b) if the Seller is persistently unable to maintain its competitiveness in terms of technology, quality, service and price; (c) if supply contracts with customers of the Buyer in which the Performance is used are terminated; (d) if the Seller is prevented from being able to render its Performances according to the contract beyond the respective periods of time due to an event of Force Majeure; or (e) in the event of an infringement of a provision in section 13.2 and/or section 22.	尽管购买方有其他权利，购买方可随时全部或部分终止合同，并将免除相关的反履行义务，特别是： (a) 如果销售方百分之二十五（25%）或以上的有表决权的股份被第三方收购或直接或间接控制； (b) 销售方在技术、质量、服务和价格方面持续无法保持竞争力； (c) 与使用商品服务的购买方客户的供货合同终止的； (d) 如果由于不可抗力事件，销售方不能在相应的时间段内按照合同提供商品服务；或 (e) 如果违反第13.2条和/或第22条的规定。



20.2.	Unless expressly agreed in writing, neither party may bring claims against the other party on the basis of termination of the contract pursuant to section 20.1.	除非另有明确书面约定，任何一方均不得以第 20.1 条规定的合同终止为由向另一方提出索赔。
20.3.	In addition, a party can terminate (cancel) a contract in whole or in part for good cause, which shall in particular exist if (a) a material deterioration or considerable risk to the financial circumstances of the other party hereto occurs or threatens to occur and the fulfilment of obligations towards the other party is thereby endangered; (b) a material part of the business equipment of the other party that is essential for the performance of the respective agreement becomes the object of confiscation, expropriation or a boycott; or (c) the other party breaches material contractual obligations (e.g. suspension/loss of certification, breach of the duty of confidentiality, breach of the code of conduct) despite a warning notice from the first party. In addition, if the Seller repeatedly renders deficient Performances despite notice from the Buyer, or there is a gross breach of trust, e.g. false statements are made about Performances, Buyer is entitled to terminate the contract.	此外，一方当事人可以以正当理由全部或部分终止（解除）合同，尤其在下列情况下： (a) 另一方的财务状况出现或可能出现重大恶化或相当大的风险，从而危及对另一方履行义务； (b) 另一方的业务设备中对履行有关协议至关重要的重要部分成为没收、征收或抵制对象；或 (c) 另一方不顾上述一方的警告通知而违反合同的实质性义务（例如中止/失去认证、违反保密义务、违反行为守则）。 此外，如果销售方不顾购买方的通知，多次提供有瑕疵的商品服务，或者存在严重的失信行为，例如，未经购买方事先书面同意，对商品服务作出虚假陈述，则购买方有权解除合同。
20.4.	To ensure continuous supply, the Seller shall be bound to inform the Buyer in writing without undue delay of events which could indicate that the Buyer has a right of termination within the meaning of section 20.1 or section 20.3.	为确保持续供应，销售方有义务不无故拖延地以书面形式通知购买方可能表明购买方有权根据第 20.1 条或第 20.3 条的规定终止/解除合同的事件。
20.5.	In the event of the termination of a contract that is not founded on a material breach of contract by the Buyer and for which there is no other good cause for the Seller, the Buyer shall have the option of a phase-out period of up to twelve months from the effective date of the termination if and for as long as the Performance and the spare parts cannot be obtained from another supplier on comparable terms to those of the contract, evidence of which must be provided by the Seller. During the phase-out period the Seller shall be bound to supply the Performance and spare parts to the Buyer under the terms and conditions of this contract together with delivery schedules and purchase orders. The Seller may ask the Buyer how long the phase-out period is expected to last.	如果合同的终止并非基于购买方的重大违约，且销售方无其他正当理由，购买方可以选择自终止生效日起最长十二个月的逐步淘汰期，如果且只要商品服务和备件不能从另一个供应商处根据与合同条款类似的条款获得，销售方必须提供此类证据。在逐步淘汰期间，销售方有义务根据本合同的条款和条件以及交货时间表和采购订单向购买方提供商品服务和备件。销售方可向购买方询问逐步淘汰期预计将持续多久。
20.6.	Unless otherwise agreed in writing, following the termination of a contract these GTC and the Performance-specific provisions shall continue to apply for spare parts and post-series deliveries. Furthermore, any termination of a contract shall be without prejudice to the clauses governing confidentiality agreements, warranties, liability, property rights, post-series and spare parts deliveries, the phase-out period, customs and export provisions, ownership rights and rights of use.	除非另有书面约定，合同终止后，这些一般条款和商品服务特定条款应继续适用于备件和后系列交付。此外，合同的任何终止均不得影响有关保密协议、保证、责任、财产权、后系列和备件交付、逐步淘汰期、海关和出口规定、所有权和使用权的条款。
20.7.	The Buyer shall be informed in writing and in good time in advance of all corporate or structural changes in the Seller, with full details of the effects on the rendering of Performances of the Seller.	销售方的所有公司或结构变更应提前以书面形式及时通知购买方，并详细说明对销售方商品服务的影响。
21.	<b>Transfer, Assignment</b>	<b>转让，让渡</b>
21.1.	Except in the case of section 21.1, the Seller shall not have the right to transfer this agreement and all rights and obligations arising from it to third parties without the written consent of the Buyer. Transfer by the Buyer shall not require the consent of the Seller.	除第 21.1 条的情况外，未经购买方书面同意，销售方无权将本协议及其产生的所有权利和义务转让给第三方。购买方转让不需要销售方同意。 销售方无权让渡金钱给付请求权。如果购买方明确书面同意了该让渡，销售方应在合理期限内，即至少提前14

	The Seller shall not have the right to assign monetary claims. If in that regard the Buyer expressly agrees in writing, the Seller shall inform the Buyer in writing in good time, at least 14 (fourteen) working days in advance, so that the Buyer can change the payment recipient, failing which the Buyer may make payment to the Seller with discharging effect.	个工作日书面通知购买方，以便购买方可以变更付款接收人，否则购买方可向销售方支付款项，并产生清偿效力。
<b>22.</b>	<b>Safety Requirements for the Seller at HOERBIGER Sites</b>	<b>销售方在贺尔碧格现场的安全要求</b>
	The Seller shall inform its employees prior to entering HOERBIGER sites of the duty to comply with safety requirements. The safety instructions for external companies are available to download from <a href="http://procurement.hoerbiger.com">procurement.hoerbiger.com</a> (go to Download).	销售方应在进入贺尔碧格现场前通知其员工遵守安全要求的义务。可从 <a href="http://procurement.hoerbiger.com">procurement.hoerbiger.com</a> 下载适用于外部公司的安全说明。
<b>23.</b>	<b>Code of Conduct, Minimum Wage</b>	<b>行为准则、最低工资</b>
<b>23.1.</b>	It is particularly important for the Buyer that the following principles are observed in the business relationship and with intermediaries, commercial agents, contract dealers and upstream suppliers. The Code of Conduct is available to download from <a href="http://www.hoerbiger.com">www.hoerbiger.com</a> . The Seller confirms that the following principles and practices are observed in its supply chain: (a) Compliance with laws and regulations (b) Respect for human dignity, personal freedom rights, equal treatment (prohibition of discrimination); prohibition of child, forced and illegal labor; freedom of association and collective bargaining; compliance with minimum wage and working hours regulations; provision of safe working conditions (c) Prohibition of bribery, corruption and extortion; prohibition of soliciting direct or indirect benefits personally or for third parties; prohibition of offering or procuring direct or indirect advantages (d) Compliance with provisions of foreign trade legislation and anti-money-laundering legislation (e) Abstention from anti-competitive practices (f) Compliance with social and environment laws and provisions; compliance with conflict material provisions (i.e. goods and materials are only to be obtained from legal and ethically responsible sources) (g) Correct and complete recording of all transactions in the business records and documents (h) Compliance with laws and regulations governing information security and data protection	对于购买方来说，在与中间人、商业代理、合同经销商和上游供应商的业务关系中遵守以下原则尤为重要。行为准则可从 <a href="http://www.hoerbiger.com">www.hoerbiger.com</a> 下载。销售方确认其供应链遵循以下原则和实践： (a) 遵守法律法规 (b) 尊重人的尊严、个人自由权利、平等待遇（禁止歧视）；禁止童工、强迫劳动和非法劳动；结社自由和集体谈判；遵守最低工资和工作时间条例；提供安全的工作条件 (c) 禁止贿赂、腐败和敲诈；禁止向个人或第三方索取直接或间接利益；禁止提供或获取直接或间接利益 (d) 遵守外贸立法和反洗钱立法的规定 (e) 杜绝反竞争做法 (f) 遵守社会和环境法律和规定；遵守冲突实质规定（即商品和材料只能从法律和道德上负责的来源获得） (g) 在业务记录和文件中正确完整地记录所有交易 (h) 遵守有关信息安全和数据保护的法律法规
<b>23.2.</b>	If the Seller becomes aware that an executive, managing director or partner of it, the Buyer or a third party involved in the business relationship with the Buyer is (apparently) in breach of the Code of Conduct, the Seller shall inform the Buyer of the (apparent) breach in writing without undue delay. The report must be sent to the following email address: <a href="mailto:compliance@hoerbiger.com">compliance@hoerbiger.com</a> .	如果销售方意识到其执行董事、常务董事或合伙人、购买方或与购买方有业务关系的第三方（明显）违反了行为准则，销售方应毫无拖延地书面通知购买方（明显）违反行为准则。报告必须发送到以下电子邮件地址： <a href="mailto:compliance@hoerbiger.com">compliance@hoerbiger.com</a> 。
<b>23.3.</b>	The Seller shall take corrective action to protect itself and the Buyer from harmful consequences, including fines, contract penalties, the termination of business with its customers and reputational damage.	销售方应采取纠正措施，保护自己和购买方不受有害后果的影响，包括罚款、合同罚款、终止与客户的业务和名誉损害。
<b>23.4.</b>	The Seller shall implement compliance provisions pursuant to section 22 and shall verify compliance by itself and its suppliers to a reasonable extent.	销售方应根据第 22 条执行合规规定，并应在合理范围内验证其自身及其供应商的合规性。
<b>23.5.</b>	The Buyer may review compliance with the Code of Conduct at any time. The Seller shall cooperate with the Buyer and	购买方可随时审查对行为准则的遵守情况。销售方应与购买方合作并协助审查，包括提交文件和声明。

	assist this review, including by presenting documents and declarations.	
23.6.	The Seller shall indemnify the Buyer against claims brought by third parties under applicable regulations governing liability and minimum wages in the supply chain. If Performances are subcontracted, this duty of indemnification shall also extend to the subcontractors or other third parties engaged by the Seller and their employees.	销售方应赔偿购买方第三方根据有关供应链责任和最低工资的适用的法律法规提出的索赔。如果商品服务被分包, 这种赔偿责任也应延伸到销售方及其雇员雇用的分包商或其他第三方。
24.	<b>General Provisions</b>	<b>一般规定</b>
24.1.	No addition, amendment, cancellation or waiver in respect of any provision contained in these GTC or a purchase order and no consent of a party to a deviation therefrom shall be effective under any circumstances unless it is made in writing and signed by both parties. Even if these requirements are met, this waiver or consent shall only apply for the particular situation and purpose for which it was given. Any communication or request directed at the Seller under particular circumstances or on a particular occasion shall not entitle the Seller to receive a further communication or request under similar or different circumstances.	在任何情况下, 对本一般条款或采购订单中包含的任何条款的增加、修订、取消或弃权以及一方对偏离规定的同意均无效, 除非以书面形式作出并经双方签字。即使这些要求得到满足, 这种弃权或同意也只适用于特定的情况和目的。在特定情况下或特定场合针对销售方的任何通信或请求均不应使销售方有权在类似或不同情况下收到进一步的通信或请求。
24.2.	The headings of the provisions contained in these GTC are for convenience only and may not be used to interpret them.	本一般条款中所含条款的标题仅为方便起见, 不得用于解释。
24.3.	Should a provision or a part of a provision of these GTC be or become ineffective or unenforceable, it shall be disregarded and shall be without prejudice to the validity of the rest of these GTC. If necessary, the Buyer and the Seller shall be bound to replace the ineffective or unenforceable provision with an effective and enforceable provision equivalent to it in economic result provided that this does not result in a material change to the content of these GTC.	如果本一般条款的某一条款或部分条款无效或不能执行, 该条款或部分条款应不予考虑, 并不影响本一般条款其余条款的有效性。如有必要, 购买方和销售方有义务以在经济效果上等同的有效和可强制执行的规定取代无效或不可强制执行的规定, 条件是这一般条款不会导致本一般条款的内容发生实质性变化。
24.4.	No recurring practice between the Seller and the Buyer and no delay or omission by the Seller or Buyer in exercising a right granted under these GTC or a legal remedy shall be deemed a waiver of these rights. Each right granted in these GTC and each legal remedy of the Buyer is cumulative and shall exist simultaneously alongside other rights and legal remedies granted in law or applicable concepts of fairness, depending on the legal regime.	销售方和购买方之间的任何重复实践, 以及销售方或购买方在行使本一般条款项下授予的权利时的任何延迟或疏忽, 或法律补救措施均不得视为放弃这些权利。本一般条款中授予的每项权利和购买方的每项法律救济是累积的, 应与法律或适用的公平概念中授予的其他权利和法律救济同时存在, 具体取决于法律制度。
24.5.	English version of this document shall prevail in case of inconsistency between Chinese and English versions.	如果本文件的中英文版本不一致, 应以英文本为准。
25.	<b>Choice of Law and Venue / Arbitration</b>	<b>法律和地点的选择/仲裁</b>
25.1.	These GTC, the contractual relationship between the Buyer and the Seller and every agreement established in accordance with these GTC on the basis of a purchase order shall be governed by the laws of People's Republic of China, expressly excluding the conflicts-of-laws provisions of international private law and international uniform law, in particular the UN Sales Convention (CISG). The requirements for and effects of the retention of title shall be subject to the law of the place where the Goods are stored if the choice in favor of People's Republic of China law is inadmissible or ineffective under that law.	本一般条款、购买方和销售方之间的合同关系以及根据本一般条款在采购订单基础上建立的每项协议均应受中华人民共和国法律的管辖, 明确排除国际私法和国际统一法的法律冲突条款, 特别是《联合国国际货物销售合同公约》(CISG)。如果根据该法律, 有利于中国法律的选择不可接受或无效, 所有权保留的要求和效力应以商品存放地的法律为准。
25.2.	Any dispute arising from or in connection with the contract between Seller(s) and purchaser shall be submitted to Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center for arbitration.	凡销售方和购买方之间因本合同引起的或与本合同有关的任何争议, 均应提交上海国际经济贸易仲裁委员会/上海国际仲裁中心进行仲裁。
	-- End of page --	--本页终--