

## 米巴采购条款与条件

### 1. 概述

客户（可能根据订单不同有所变化）为米巴集团（Miba AG）或与米巴集团（Miba AG）关联企业（无论股权比例），以下简称：客户。供货商指在本采购条款使用范围内与客户签订供货合同的公司，以下简称：供货商。无论是否事先明确表明本采购条款的约束性，本采购条款适用于客户作为采购者或类似身份与供货商缔结的所有交易，包括但不限于货品的生产和供应、对半成品的精加工及履行服务（以下统称“货品/服务”）。可到 <http://www.miba.com/en/general-terms-conditions/> 查看本采购条款的多语言版本。以合同协议中规定的语言版本为准（其他语言版本仅为参考信息），如有任何歧义，则以德语版本为准。供货商最迟向客户发出订单确认函时或开始执行订单时表示同意本采购条款。除非在个别情况下有明确表示与其不符的书面协定，客户和供货商之间的法律关系仅参照本采购条款的规定，即使供货商提到自己的销售或商业条款并且客户甚至未明确拒绝遵守供货商的标准条款。此外，即使客户在了解供货商标准条款与本采购条款不符的情况下仍然无保留地接受订货合同所规定的货品/服务，则同样以本采购条款为准。供货商有义务对每样货品的来源及批号进行跟踪和记录，并且自交货起，将此记录保存至少15年。

## Miba General Terms & Conditions of Purchase

### 1. General Information

The Customer (hereinafter: “Customer”) is Miba AG or an affiliate of Miba AG (regardless of the shareholding percentage), depending on what is indicated in the order. The Supplier (hereinafter: “Supplier”) is the company which enters into a contract with Customer in the area of application of these Miba General Terms & Conditions of Purchase (hereinafter referred to as “T&Cs of Purchase”). Regardless of whether explicit reference is made to them, these T&Cs of Purchase apply to all legal transactions between Customer as purchaser, buyer, ordering party or similar and Supplier, including but not limited to the production and supply of goods, processing of semifinished goods and provision of goods and services (hereinafter also referred to jointly as “Goods & Services”). These T&Cs of Purchase are available at <http://www.miba.com/en/general-terms-conditions/> in several languages; the language version in the language in which the contract document for which these T&Cs of Purchase form the basis was drawn up shall be deemed the authoritative version (the other language versions shall be deemed non-binding and are provided for informational purposes only); in cases of doubt, the German version shall be deemed the authoritative version. Supplier accepts these T&Cs of Purchase at the latest on the date of confirmation or start of implementation of Customer’s order. The legal relations between Customer and Supplier shall in all instances be governed by these T&Cs of Purchase alone, unless other provisions are explicitly agreed in writing in a given individual case. This shall apply regardless of any reference made by Supplier to its own terms & conditions of sale or other terms and conditions, including if Customer has not explicitly objected to the inclusion thereof. Furthermore, this shall also apply in cases where Customer, in full awareness that Supplier’s terms & conditions contradict or differ from its own, accepts the contractual Goods & Services without reservation.

## 2. 报价

供货商的报价就供货/服务的数量和性质必须完全符合询价的内容，如有偏差须立即明确向客户指出。供货商的所有报价和任何价格或成本估算均为免费。如果供货商的报价中未指明接受期限，则客户有权，在收到报价之日起的两周内接受供货商的报价。

## 3. 订购及订单

只有客户的书面或电子形式发送的订单有法律效力。口头或电话下的订单仅在客户的明确书面确认下才生效。供货商须在接到客户的订单之日起的三个工作日内（周一至周五，排除客户所在国的法定假日）对订单进行书面形式的确认。如超出三日（以客户收到日期为准），则客户有权撤销该订单（供货商无权进行任何申诉）。如果供货商无法在上述三日内进行订单确认，供货商须在三日之内向客户以书面形式明确确认具有约束力的订单确认日期（以客户收到为准）。客户可根据情况有权自由决定，是否接受该新日期或撤销订单（供货商无任何申诉权）。如供货商的某一订单确认与客户的订单有任何微小偏差，供货商均须向客户明确指出并为此获取客户明确的书面确认许可。若没有获得该许可，则客户有权随时拒绝与订单有任何微小偏差的货品/服务（供货商无任何申诉权）。

## 2. Offer

With regard to the volume and specifications of the Goods & Services, Supplier's offer shall adhere precisely to Customer's request, and Supplier shall expressly point out any deviations. All offers and any cost estimates made by Supplier shall be provided at no cost. If Supplier's offer does not indicate an acceptance deadline, Customer is in all instances entitled to accept the offer from Supplier within a two-week period following receipt of the offer.

## 3. Orders and Purchase Orders

Orders placed by Customer are only legally binding if they are set forth in writing or sent electronically. Orders which are placed orally or by telephone shall only become binding if explicitly confirmed in writing by Customer. Supplier shall confirm Customer's orders and purchase orders in writing within 3 (three) working days (i.e., Monday to Friday, not including statutory public holidays in Customer's country of domicile) of receiving Customer's order. If that deadline has passed (decisive date: date received at Customer's premises), Customer is entitled to cancel its order (without thereby establishing grounds for any claims by Supplier). If it is not feasible for Supplier to issue an order confirmation within the aforementioned three-day deadline, Supplier shall proactively and within the aforementioned deadline send Customer written notification indicating a binding date on which Customer will receive the order confirmation at its premises. Customer, at its own discretion, is then entitled to either accept the new date or to cancel the order (without thereby establishing grounds for any claims by Supplier). If an order confirmation from Supplier differs – including minor deviations – from Customer's order, Supplier shall alert Customer and shall obtain Customer's explicit written approval for the deviation(s). At any time (and without thereby establishing grounds for any claims by Supplier), without requiring approval, Customer is entitled to reject Goods & Services which are not in accordance with the order, even if the deviations are only minor. Supplier agrees to trace and maintain records regarding the source and lot number of each Good and to keep such records for at least fifteen years from delivery.

#### 4. 分包商，供应商，第三方

仅限在获得客户事先书面许可下，供货商才有权委托分包商、供应商或第三方，而若客户拒绝供货商的委托权限，则无须对此决定进行阐释。供货商有义务确保所委托的分包商、供应商或第三方在技术可靠性和供货准时性。尽管如此，供货商的义务也不会因获得了上述允许而发生任何改变。因此，如供货商以任何形式委托分包商、供应商或第三方履行合同或使用其产品或服务，则供货商须为该产品或服务承担示如自己产品/服务等同程度的责任（同样包括每家分包商、供应商或第三方的过错方面）。

客户及其客户有权，在必要时审查供货商以及其为完成订单委托的分包商、供应商或任何形式的第三方，且供货商须确保客户及其客户要求时，顺利进入相关的业务区域。供货商同样须确保客户对于其委托的分包商、供应商或任何形式的第三方拥有同样审查权利，并确保客户可顺利进入要审查的业务区域。

#### 5. 价格

协定价格（包括劳务服务费）指就合同规定供货/服务范围而有保证的固定价格，并且此价格涵盖与完成供货/服务有关的所有的费用。供货商也对提供过的成本估算做保证。明确禁止无论出于何种原因调涨价格。如无任何其他明确书面协定，订单价格是指DDP到订单指定目的地的价格（Incoterms 2010/2010年国际贸易术语解释通则），且包括包装服务。如在订单中未规定价格，则须在相应的订单确认中标明对应价格，然而，客户有权无条件拒绝供货商指定的价格并且拒绝签订合同（供货商无任何申诉权）。

#### 4. Subcontractors/Suppliers/Third Parties; Audits

Supplier requires Customer's prior written approval if it intends to use subcontractors, suppliers or third parties, and Customer does not need to provide grounds if it refuses to grant that approval. Supplier shall only use subcontractors, suppliers or third parties who provide adequate warranty for a technologically flawless and timely contractual performance. Regardless thereof, all obligations of Supplier shall remain unchanged even if approval has been granted. Insofar as it uses subcontractors, suppliers or third parties of any kind to fulfill the contract or makes use of their products or services, Supplier is liable to the same extent (also with regard to the fault of any subcontractor, supplier or third party) as if it had rendered performance itself.

If necessary, Customer and its customers are entitled to perform inspections of Supplier and its subcontractors, suppliers or third parties of any kind who are used by Supplier to fulfill the contract, and to facilitate that Supplier shall allow Customer and its customers access to the relevant business premises if asked to do so. Supplier shall ensure that Customer's right to perform inspections, and the duty to allow access to the relevant business premises, also applies to its subcontractors, suppliers and third parties.

#### 5. Prices

The agreed prices (wages also fall into this category) are guaranteed fixed prices for the contractual Goods & Services and include all of Supplier's costs associated with the provision of the Goods & Services. Supplier shall provide warranty for cost estimates. An increase in prices – for whatever reason – is expressly excluded. Unless agreed otherwise in writing, the prices are Free Carrier (FCA, per Incoterms 2010) to Customer's named place indicated on the order/order form. If no prices are shown on the order, they must be indicated in the relevant confirmation; Customer reserves the right to reject the price indicated by Supplier (without thereby establishing grounds for any claims by Supplier) and to refrain from entering into the contract.

支付该价格也包括所有权利转让或授予的权利，特别是根据本采购条款第15条及第16条的规定，无论客户使用范围和方法。

## 6. 废弃

供货商谨此声明确认，如在客户委托情况下，供货商愿意回收接受曾供应给客户的货品进行专业及合规的废弃处置。客户有义务，在合法废弃处置完成后凭借市场标准与相关账单证明，向供货商支付相应费用。

## 7. 交货日期，交货延迟

协定的供货日期及期限具有法律约束力。如未做其他书面协定，则客户订单上的日期为供货期限。需要保证的交货日期或期限以货物/服务到达订单规定交货地点的时间为准。

在协定日期前所提供的供货/服务仅在协定的供货日期当天才视为完成供货。当出现供货延迟，哪怕仅涉及部分供货/服务，客户仍有权要求：(i) 继续履行合同或 (ii) 设定14天期限，如果在此期限内未完成交货/服务，可自行选择声明撤销整个合同或仅撤销合同中规定的未及时完成的部分供货。(iii) 除以上两点外，要求赔偿由此而产生的损失。但无论如何，当供货商一旦意识到无法按时完成全部或部分供货/服务时，须立即将全部情况以书面形式告知客户，并给出解释原因、预计供货时间等。

告知后，客户有权自行决定：是否立即撤销整个合同或合同中规定的未及时完成的部分，并追究因未完成供货而造成损失的赔偿。如果订单交货期限为具体某一天的情况下出现延迟，则没有14天的延长期限而客户有权立即撤销合同追究损失赔偿。供货商不得对客户的撤销合同行为提出任何申诉。

Payment in full of the amount due shall fully satisfy all transfer/granting of rights to Customer, in particular the rights set forth in Sections 15 and 16 herein, regardless of the type and scope of use and exploitation by Customer.

## 6. Waste Disposal

Supplier hereby states its willingness to and makes an offer to Customer to take back the goods supplied by Supplier if instructed to do so by Customer, in order to allow expert waste disposal in compliance with the relevant regulations. Customer shall reimburse Supplier at market rates for the resulting costs, once the items have been disposed of in compliance with the relevant regulations and suitable proof has been provided.

## 7. Delivery Deadlines; Delayed Delivery

The agreed delivery deadlines and delivery periods are binding. Unless agreed otherwise in writing, the delivery deadline is the date shown on Customer's order. The delivery deadline/delivery period shall be deemed to have been fulfilled once the Goods & Services have been delivered to/rendered at the delivery address shown on the order. Goods & Services which are provided before the agreed delivery deadline shall be deemed to have been provided on the agreed delivery deadline date. In the event of delayed delivery – including if that only applies to certain parts of the Goods & Services – Customer is entitled to either (i) insist that the contract be upheld or (ii) at its own discretion, and after having set a 14-day follow-up deadline, withdraw from the entirety of or the affected part of the contract if the contractual Goods & Services are not provided within the follow-up deadline, and (iii) in addition to (i) or (ii) demand payment of resulting damages. Regardless of the above, as soon as it becomes aware that timely delivery of all or part of the Goods & Services will not be feasible, Supplier shall immediately send Customer written notification stating the reasons and the anticipated length of the delay. Once notification has been sent, Customer, at its own discretion, is entitled to immediately withdraw from the entirety of or the affected part of the contract and to demand payment of damages on grounds of non-performance. If there are explicit provisions stating that the Goods &



## 8. 受托加工物资；工具：

客户向供货商所提供物资的所有权永久属于客户，且须由供货商免费保存在与自己物品不同的仓库区域并且针对所有权进行明确的标记和管理。供货商使用该物资仅限于完成客户订单供货/服务的目的。当物资出现贬值或丢失时，供货商须保证客户不受控诉且不需承担损失，并根据法规提供补偿。当第三方对提供物料提出控诉，则供货商须立即以书面形式通知客户并为保护客户所有权以自费的方式采取相应措施。

用于生产货品所有特殊工具、模具和装置均由供货商提供，相关费用由供货商承担。供货商须使上述工具、模具及装置保持良好状态，且供货商须每隔一段时间有必要时，在为客户不产生任何费用的前提下，对上述工具、模具和装置进行替换。然而，客户随时有权向供货商以账面价值购买上述工具、模具和装置，从而获得相关所有权及占有权，而账面价值是指购置费用减去折旧，按照供货商账面或账户为税收或其他目的所列出的款项，以较低款项为准。供货商不得未经客户书面同意将上述工具、模具和装置抵押、出售或以其他方式进行处理。由客户为供货商提供的工具、模具或装置或由供货商为履行本订单而向客户购买的工具、模具或装置的所有权仍属客户所有，然而，供货商承担上述物品丢失或损坏的风险，正常耗损除外。供货商须始终妥善保管并维护该财产，且供货商须做“客户所有”的标记。客户有权在任何适当的时间段进入供货商的处所并参考供货商的相关记录。

Services shall be provided on a specified date (fixed-date transaction), in the event of delay Customer is entitled to withdraw from the contract without setting a follow-up deadline and to claim damages. If Customer withdraws, this does not entitle Supplier to assert any claims against Customer.

## 8. Materials Made Available; Tools

Materials which Customer makes available to Supplier shall remain Customer's property and shall be stored by Supplier separately from its own goods at no charge and clearly labelled and managed as property of Customer. Supplier may only use the materials for the purposes of providing Goods & Services to Customer. If the value of the materials falls or they are lost, Supplier shall hold harmless, defend and indemnify Customer from and against damages or claims and pay compensation as stipulated in the relevant legislation. If a third party asserts claims with regard to the materials, Supplier shall immediately notify Customer in writing and, at its own cost, shall take all necessary action to defend Customer's property rights.

All special tools, dies and equipment used in the manufacture of the Goods shall be furnished by and at the expense of Supplier. Such tools, dies and equipment shall be kept by Supplier in good condition and from time to time when necessary, shall be replaced by Supplier without expense to Customer. Customer shall have the option, however, at any time to buy from Supplier all, or any part, of such tools, dies and equipment or replacements thereof, at the book value thereof based upon cost less depreciation as shown in Supplier's books or accounts for tax purposes or as shown in Supplier's books or accounts for other purposes, whichever value is lower, and thereby become the owner, and be entitled to the possession of the same. Supplier shall not encumber, sell or otherwise dispose of such tools, dies or equipment without Customer's written consent. Tools, dies and equipment furnished to Supplier by Customer or purchased from Supplier by Customer to perform this purchase order shall remain the property of Customer, but Supplier shall bear the risk of loss of and damage to such property, normal wear and tear excepted.

Such property shall at all times be properly housed and maintained by Supplier, and shall be marked by Supplier "Property of [Customer]". Customer shall have the right to enter onto Seller's premises at all reasonable times to inspect such property and Supplier's records with respect thereto.

## 9. 保险

客户统一购买的运输险承保所有货物运输。只有客户在个别情况下以书面形式要求时，供货商方须为货品签订相应的运输保险。然而，供货商须以自费方式与知名并有偿付能力的保险公司签订包括如下范围的保险：涵盖全部情况下的财产损失和人身伤害的产品责任险、因侵犯第三方权利和车辆召回责任引起的索赔保险。根据合同规定货品/服务的价值和使用，保险的最高保险金额须至少为每年五百万欧元。若客户要求，供货商须出示保险公司的相应保险证明。客户是否检查或要求供货商出示保险证明不作为为供货商免除保险义务的行为。此外，拥有有效保险合同并不对供货商在相应合同关系中所规定的义务与责任有所限定。如果同规定货品/服务出现保险理赔事件，则客户与供货商有义务相互告知与保险理赔有关的全部情况与信息。在理赔过程中，供货商事先便已将保险合同中所规定的相应理赔权利全部转让给客户。供货商须向保险公司表明该权益转让，并在必要时向保险公司索取权益转让许可。客户基于保险合同的权益转让所获得的理赔款，将对供货商就保险理赔事件提出的索赔进行相应扣除。

## 10. 担保

供货商保证，所提供的货品/服务完全符合使用目的、最新的技术水平、相应标准及相关官方机构及行业协会的要求。而且，供货商还保证货品/服务的采购、生产和销售的过程是不牵涉第三方权利，不侵犯保密义务、工业产权及其他知识产权、以及不违反竞争法规。此外，供货商保证，货品/服务的使用

## 9. Insurance

All shipments are covered by transport insurance under Customer's general insurance policy. Supplier only needs to obtain and provide coverage via appropriate transport insurance if Customer has demanded it in writing in a given instance. However, Supplier shall, at its own cost, obtain insurance coverage from reputable, solvent insurance companies, which shall include coverage against any claims arising from product liability for property damage and personal injury, claims arising from infringement of third-party rights, and recall liability. The insurances shall provide appropriate insurance cover based on the value and use of the contractual Goods & Services, with a maximum insured amount of at least EUR 5 million per year. Upon demand, Supplier shall present to Customer proof of insurance issued by the insurer. If Customer inspects the proof of insurance or refrains from demanding that proof of insurance be presented, this does not under any circumstances mean that Supplier can forego its aforementioned duty to obtain insurance. Furthermore, the fact that an insurance policy is in place does not in any way limit Supplier's obligations or liability arising from the contractual relationship in question. If an insured event relating to the contractual Goods & Services occurs, Customer and Supplier shall provide each other with all necessary information regarding the circumstances and incidents surrounding the insured event. Supplier hereby transfers to Customer in advance all entitlements from the insurance policy in connection with an insured event of this kind. Supplier shall notify the insurer regarding this transfer and, insofar as necessary, obtain its approval for the transfer. Payments which Customer receives based on the entitlements under the insurance policy which have been transferred to it shall be offset against the claims against Supplier relating to the insured event and shall reduce them accordingly.

## 10. Warranty

Supplier guarantees that the contractual Goods & Services can be used for their intended purpose, are state-of-the-art, and comply with the relevant standards, official specifications and trade association provisions. Furthermore, Supplier guarantees that the Goods & Services are not encumbered by third-party rights and were manufactured, acquired and marketed without infringing any

也不会整体或部分、直接或间接侵犯损害第三方的工业产权及其他知识产权。使用货品/服务同样不会在未得到授权的情况下，泄露第三方经营机密或其他机密信息。对于可移动物的保证期限为自接收货品/服务之日起的48个月。对于已进行担保申诉的货品/服务，其担保期限重新发货时将归零重计。客户没有检查或提出索赔的义务，因此，法定检查义务或提出索赔义务不适用于合同规定货品/服务（参照奥地利公司法§§ 377）。与法律要求提出索赔必须走司法途径不同（参照奥地利民法典§ 933），双方协定，为保证担保义务在担保期内不仅可通过司法途径也可以书面形式提出有效索赔。如此，担保期限和账期暂停并顺延到完全排除缺陷并重新交付给客户后继续计算。如果货品/服务存在缺陷，供货商则须在客户限定的合理时限内按照客户意愿，对缺陷货品/服务进行改善或更换。

如（例如客户自由进行的抽检中）确定货品/服务的个别部件存在缺陷，则客户有权退回整批供货/服务，供货商须自行承担相关全部费用。供货商须独自承担从货品/服务中鉴别甄选出缺陷产品或完好产品的责任。如改善和更换（i）均无法实现时，（ii）为客户造成极大不便或不合理情况或（iii）未进行改善或更换或改善及更换不完全，客户有权选择退出合同或要求降价。当退出合同时，供货商须自费运回已经供应的货品，并自行承担相关全部风险。客户在紧急情况下，有权自己或委托第三方进行改善或修复，与此带来的全部费用及风险均由供货商承担。担保义务同样包括在所在地进行缺陷与故障排除的费用和拆装费用。此外，法律规定的担保规定也同样适用，且不得以协议排除客户享受该担保规定的权利。

confidentiality requirements, industrial property or other protective rights or fair competition provisions. Moreover, Supplier guarantees that use of the contractual Goods & Services will not wholly or partly, or directly or indirectly, infringe industrial property rights or intellectual property rights of third parties, and the use thereof will not result in unauthorized disclosure of commercial or business secrets or other confidential information of third parties. The warranty period for movable items is 48 months following acceptance of the Goods & Services. For Goods & Services supplied under warranty provisions, the warranty period shall start anew. Customer is not obligated to perform inspections or send defect reports. Thus, the statutory duty to perform inspections and send defect reports (§§ 377f, Austrian Commercial Code [UGB]) regarding contractual Goods & Services is not applicable. By way of derogation from the non-mandatory provision stating that warranty claims shall in all instances be asserted judicially (§ 933, Austrian Civil Code [ABGB]), it is hereby agreed that warranties which are asserted under warranty obligations may be asserted in a timely manner not only judicially but also in writing. If a defect is reported in writing in this manner, the warranty period and ongoing payment deadlines shall be interrupted, and shall start to run again once the defect has been fully rectified and the item has been handed over to Customer. If delivered Goods & Services are defective, at Customer's discretion, Supplier shall either rectify the defect within an appropriate deadline set by Customer or replace the Goods & Services.

If it is determined (e.g., via voluntary random sampling by Customer) that certain parts of the Goods & Services are defective, Customer is entitled to reject the Goods & Services in their entirety and return them to Supplier at the latter's expense. Supplier has sole responsibility for separating defective items from non-defective items. If both rectification of the defect and replacement are (i) not feasible or (ii) involve considerable inconvenience or are unreasonable for Customer or (iii) if no rectification or replacement is performed or is only partially performed, Customer, at its own discretion, is entitled to either withdraw from the contract or demand a price reduction. In the event of withdrawal from the contract, goods which have already been delivered shall be returned to Supplier at its expense and risk. In urgent cases, Customer is entitled to itself perform the necessary rectification or remediation work at Supplier's expense and risk, or to arrange for a third party to do so. The obligation to provide warranty also includes the duty to bear the costs of on-site defect rectification as well as the assumption of the removal and reinstallation costs. Aside from this, the relevant statutory warranty provisions apply. Contractual provisions which waive the applicability of

如第三方就使用货品/服务控诉客户侵权，例如要求损失赔偿或者要求客户放弃使用该货品/服务，供货商须通过签订许可使用合同确保客户有权使用货品/服务。如未在合理期限内完成，客户有权选择退出合同或基于缺陷要求降低价格并要求赔偿损失。

## 11. 赔偿，产品责任

供货商须对供货商及其委托或合作履行合同的分包商、供应商或其他人士造成的所有损失负责，并且供货商须保证客户不受任何指控（包括所有与相关成本和支出，特别是法律费用）且无任何损失。客户得到赔偿的范围涵盖全部损失，包括利润损失以及客户、其合同伙伴及终端客户所有间接损失，而客户的合同伙伴及终端客户也有权就上述损失直接要求赔偿（合同有利于第三方）。当发生客户或其客户发生召回事件时（即为防止因缺陷造成人员和物品损坏，由客户自行裁决通过更换和维修等方式排出缺陷），供货商须完全承担与此相关的全部费用（无论所供货物/服务的缺陷是否供货商造成的）除非存在证据表明其供应的货品/服务与召回事件无关。供货商担保其所供应的产品根据奥地利产品责任法（BGBl 99/1988相关适用条款）及其他适用产品责任法规的定义在设计构造、生产及指示方面完全合格。供货商特此保证所供应的产品按照当今适用的最高学术及技术标准未查到质量缺陷。供货商须书面告知客户所供货品/服务的任何有关物料、生产工艺、外购部件及其他与履行供应合同相关的改动信息。若无客户的明确书面许可（没有实质性理由，不得拒绝），严禁供货商进行上述方面的任何改动。供货商有义务提供给客户与根据产品责任法及其它适用产品责任法规的定义属于不合格品的全部数据（例如，操作说明书、警告信息、许可条例）。如供货商意识到产品有可能根据产品责任法及其他适用法规定义的缺陷错误后，有义务立即以书面形式告知客户，供货商须承担产品召回有可能造成的相关的全部损失。协定限制以下义务和权利的条款均无效：供货商根据奥地利产品责任法及其他适用法规所具有的义务以及客户根据奥地利产品责任法及其他适用法规得

the statutory warranty provisions in a manner detrimental to Customer are not permitted.

If a third party alleges to Customer that its rights have been infringed due to use of the Goods & Services and asserts a claim (e.g., a cease & desist claim or a damages claim), Supplier shall obtain the necessary usage rights for Customer by drawing up a license agreement. If this is not done within a reasonable deadline, Customer, at its own discretion, is entitled to withdraw from the contract or to demand a price reduction commensurate with the defect and to demand appropriate damages.

## 11. Damages; Product Liability

Supplier shall be liable for all damages which are caused by Supplier or its subcontractors, suppliers or other parties used by Supplier for contractual performance, and shall hold harmless, defend and indemnify Customer from and against all such damages or claims (including all associated costs and expenses, in particular the costs of legal action). Customer's claim to compensation shall cover the entirety of the damages, including but not limited to lost earnings and all consequential damages suffered by Customer, its contractual partners and/or end customers, and its contractual partners and/or end customers shall be entitled to assert such damages claims directly against Supplier (contract in favor of third parties). In the event of a product recall Customer (i.e., whereby Goods & Services that have been provided to the end customer undergo checking for defects, with a view to avoiding property damage or personal injury, and at Customer's discretion the defect is rectified, if necessary, via replacement or repair) carried out by Customer or its customers, Supplier shall bear the cost thereof regardless of its culpability, unless it can prove that the Goods & Services supplied by it were not causal for the product recall. Supplier guarantees that in terms of design, production and instructions the delivered products are free of defects as defined in Austria's Product Liability Act (Federal Law Gazette for the Republic of Austria [BGBl] No. 99/1988 (as amended from time to time)) and other applicable product liability provisions. Supplier guarantees in particular that based on the prevailing state of the art of science and technology at the time the items were marketed, no defects could be found in the delivered products. Supplier shall send Customer written notification concerning any planned changes in the materials, production processes, supplied parts or other changes



到赔偿的权利。当出现第三方对客户提出控告时，供货商有义务保证客户不受控诉且无任何损失。供货商有义务在客户要求下，随时提供缺陷产品的制造商/供应商。

relating to the provision or composition of the Goods & Services. Supplier shall refrain from making any such changes unless it has Customer's explicit written consent, which shall not be withheld without objective reason. Supplier shall provide Customer with all information (e.g., operating instructions, warning labels, approval regulations) necessary for ensuring the delivery of defect-free products as defined in the Product Liability Act or other applicable product liability provisions. If Supplier becomes aware of subsequent circumstances which could cause a product defect as defined in the Product Liability Act or other applicable product liability provisions, it shall immediately send Customer written notification and reimburse all costs and expenses associated with the recall of defective products (if applicable). Limitations of any kind on Supplier's obligations under the Product Liability Act or other applicable product liability provisions, or limitations of any kind on Customer's entitlement to assert damages under the Product Liability Act or other applicable product liability provisions, shall be deemed invalid. If claims are asserted against Customer by a third party, Supplier shall hold harmless, defend and indemnify Customer from and against such damages and claims. Supplier shall provide the names of the manufacturer or upstream supplier of the defective product if at any time asked to do so by Customer.

## 12. 第三方知识产权

供货商均有责任保证他所提供货品/服务及其使用不会以任何形式直接或间接侵犯第三方专利、实用新型专利、品牌、商标、外观设计、版权或其他知识产权，包括但不限于商业及经营机密、技术信息等（无论是因供货商原因还是供货商以外的第三原因，接受方同样需要负责）。供货商有义务保证客户不受第三方控诉并由此产生损失（包括与此相关的全部费用，特别是法律费用），供货商须承担客户与此相关而产生的所有损失、成本、费用及不利以及/或者不良结果，该原则尤为适用于间接专利侵犯。

## 12. Intellectual Property Rights of Third Parties

Regardless of culpability, Supplier shall be liable for ensuring that the Goods & Services or the use thereof do not directly or indirectly infringe patents, utility models, brands, trademarks, trade names, registered design/designs, copyright or other protective rights of third parties of any kind, including but not limited to commercial and/or business secrets and know-how. Supplier shall hold harmless, defend and indemnify Customer from and against damages or claims asserted by third parties (including all associated costs and expenses, in particular the costs of legal action), and shall reimburse Customer for all associated and resulting damages, costs, expenses and disadvantages and/or other consequences; this applies in particular also to matters relating to or arising from indirect patent infringement.

### 13. 发票、付款、抵销和退出禁令

完成货品/服务交接后，供货商通过邮寄方式将发票送给客户，严禁将其随附在货品/服务中。发票须清晰标明完整的订单号及订单日期。发票须清晰标注发货地址以及是否已付清运费。劳务服务发票须包括劳务清单或服务清单的编号和日期。如存在定期货品/服务，则须在对应月份的月末开票、至迟在次月3日的将发票寄予客户。只有符合增值税法规的发票才被视为合规发票。含有物品或数字错误或缺失的发票视为无效账单。出现上述情况，支付期限将被归零，直至出具正确发票到达后重新开始支付期限。支付时间点并不影响供货商的担保服务。支付并不代表承认供货商的供货/服务完整无误、或并不代表客户放弃担保或损失赔偿诉求。预付款的价值保持稳定，等分于总订单价值。客户保留使用往来结算方式的权利，如无任何其他书面约定，付款方式如下：**14天/5%现金折扣、30天/3%现金折扣及60天/净额**，从收到合规的账单起计算。

客户有权抵消或保留自身或与米巴利益关联公司的对于供货商及与其利益关联公司的待付款项。若无客户的书面许可，供货商无权将其对客户的应付款转移给第三方或由第三方获取该款项。供货商同样无权将自身应收款与客户应收款抵销。

### 13. Invoices; Payment; Offsetting and Assignment Prohibited

Invoices shall be sent to Customer by regular mail after the Goods & Services have been delivered/rendered; invoices shall not be enclosed along with the goods. Invoices shall show the complete order number and the order date. The invoices shall clearly show the shipping address and indicate whether the shipment was free of all charges or freight collect. Invoices for work performed shall show the number and date of the relevant wage statements and installation statements. If Goods & Services are supplied on a regular basis, invoices shall be generated at the end of the month and sent to Customer no later than the 3rd of the month following provision of the Goods & Services. Invoices shall only be deemed proper if they comply with Austria's Value-Added Tax Act [UStG]. Invoices which contain material or arithmetic defects or errors shall not be deemed to be due for payment. In such instances, the payment period shall not start to run until a corrected invoice has been received. The date of payment shall have no effect on Supplier's warranty obligations. Payment shall not constitute acknowledgement that the Goods & Services are defect-free, and shall not waive warranty claims or damages claims. Advance payments shall remain stable in value, and shall be deemed aliquots of the total order value. Customer reserves the right to perform current account netting. Unless agreed otherwise in writing, at Customer's discretion, the following payment conditions apply: 14 days with 5% discount; 30 days with 3% discount; 60 days net, in all cases calculated based on the date on which a proper invoice was received.

Customer is entitled to offset amounts which are payable by it or an affiliate of Customer against Supplier or its affiliates, or to withhold said amounts. Supplier shall refrain from assigning its claims against Customer to third parties or arranging for them to be collected by third parties unless it has Customer's written consent. Moreover, Supplier is not entitled to offset its own claims against claims of Customer.

#### 14. 不可抗力

若客户或供货商或其为履行供货合同委托或合作的分包商、供应商或第三方，因不可抗力（如包括政治性罢工、停工、战争或自然灾害等类似情况）影响准时供货/服务或仅可供应部分订单供货/服务时，客户有权全部或部分撤销订单或货品/服务，及签订的订单或仅要求在之后的某一日期提供部分订单，供货商对此无任何申诉权。

#### 15. 保密义务、图纸、样品

供货商有义务确保客户及其关联公司就合同相关的全部技术和商业信息的保密性，尤其是“机密信息”。“机密信息”包括：无论该机密信息涉及是客户，亦或与其关联企业、客户或合作伙伴，只要涉及上述各方信息的文件、图纸、数据、磁盘中存储的电子数据、工艺和流程步骤、成分、公式、模型、设备、机器、物体、市场信息、技术与商务信息、商业与运营机密、财务信息、商业模式和商业流程及其他应受保护的信息，无论在签订该采购条款之前或之后，由客户将上述信息以书面、口头、图像、虚拟、电子形式有意或无意通过发送产品或产品样本、在企业拜访或以其它途径传递给订单方、或为满足供货商使用、或供货商获取的信息，以及任何副本及其他由此推断的信息均被视为机密信息。特别是无论由客户、供货商或第三方（见第4条）创造的所有在完成供货/服务过程中所产生的信息和劳动成果均为机密信息。然而，签署该合同条款后根据合同要求而提供的信息，如果当时已经属于被专业人群广泛了解的信息，则不被视为机密信息。任何机密信息的传递或用于自身或第三方，无论是全部或部分信息、经过改动或加工、或作为其它信息的组成部分，均须每次获得客户的书面许可。此外，供货商有义务将机密信息只用于给客户提货物/服务方面并在完成交付后既不得将信息用于自身也严禁作为它用，并承诺信息管理须做到保证供货商在完成交付后能够将信息完整交还于客户。供货商尤其不得试图从机密信息中解读获取任何资讯知识或技术诀窍，亦不得试图还原或研究基础信息，禁止其进行观察、研究、拆解（“逆向工程”）或测试。该项原则同样适用于学术文件。订单及与其相关的全部工作同样被视为机密信息，须对其绝对保密。

#### 14. Force Majeure

If, due to force majeure (e.g., strike (including political strike), lockout, war, natural disaster or similar), Customer or Supplier or a subcontractor, supplier or other third party used by Supplier is unable to provide the Goods & Services or part of the due obligations in a timely manner, Customer is entitled to fully or partially withdraw from the contract or to demand provision of the Goods & Services or placed order or part thereof at a later date, without thereby establishing grounds for any Supplier claims.

#### 15. Confidentiality; Drawings and Models

Supplier shall ensure that all technical and commercial information of Customer of which it becomes aware as part of the contractual relationship is kept confidential. In particular, “Confidential Information” shall not be disclosed. The following in particular are deemed “Confidential Information,” regardless of whether they relate to Customer, its affiliates or its customers/business partners: any information, documents, drawings, data, data on electronic storage media, processes and process steps, compositions, formulae, machinery, systems, templates, objects, market and marketing information, technical and commercial information, commercial and business secrets, financial information, business models and business processes or other information that merits protection which, before or after the conclusion of the contract, are knowingly or unknowingly handed over to Supplier Customer in written, graphical, oral, visual, or electronic form, or via the sending of a product or product sample, during a company visit or in any other way, or which pass into Supplier’s realm of control and/or of which it becomes aware, as well as any copies or other information derived therefrom. In particular, information or work outcomes which arise in connection with provision of the Goods & Services, regardless of whether they were created by Customer, Supplier and/or a third party (Section 4), shall be deemed Confidential Information. The following is not deemed Confidential Information: information which in its totality and in the precise structure and composition of its components was, as of the date on which the information was disclosed under this contract, demonstrably already generally known to or easily accessible by individuals in circles that customarily deal with such types of information. Customer’s prior written

客户向供货商在订单谈判时或以用于完成订单而提供的所有机密信息，尤其是参数、计划及其他技术资料以及询价单或订单的附件（如规划图），以及受托加工物资（见第8条）和生产用工具，其所有权仍属于客户所有并仅用于该订单的交付，也不得用于其他目的、制作副本或提供给第三方。同样，供货商按照客户要求所制作的图纸、参数、图纸，计划，细节图，生产资料和其他技术资料和工具（以下统称“文件资料”）仅用于该订单的交付，也不得用于其他目的、制作副本或提供给第三方。在客户要求情况下，该类文件资料及所有机密信息包括全部节选和衍生内容须立即交还给客户，并保证作废全部副本，删除电子磁盘上的全部存储相关数据备份，对此提供书面确认。

供货商不得因获得了上述机密信息而在申请知识产权方面主张任何权利，尤其是基于先用权。。所有基于客户机密信息加工或制作的工作成果和资料，特别是共同制作的任务说明书均遵照第16条，在生成之时即归客户所有并须标记为客户所有权。生产资料，特别是客户提供给供货商的工具、样品、技术设备等，均须标记为客户所有权并参照第15条中规定享受保密条款的保护并禁止使

permission is required in each individual case for any disclosure of Confidential Information or for use of the Confidential Information for own purposes or a third party's purposes, regardless of whether all or part of the information is used, whether it is modified or processed, or is part of other information. This also applies to scientific publications. Furthermore, Supplier shall only use the Confidential Information in connection with provision of the Goods & Services, and during and after the end of order fulfillment shall not use it for its own purposes or for other parties' purposes, and shall handle the information in a manner that allows Supplier to return it after contract has been fulfilled. In particular, Supplier shall not attempt to obtain any findings or draw any conclusions from the Confidential Information, nor trace back to the information which underlies it, nor to analyze it through observation, assessment, reverse-engineering or testing. Orders and work relating to them shall also be deemed Confidential Information and therefore kept confidential.

All Confidential Information, in particular all specifications, drawings and other technical documents or attachments to enquiries or orders (e.g., plans), including materials made available per Section 8 and any production resources (e.g., tools) which are handed over or made available to Supplier by Customer in connection with the conclusion or fulfillment of the contract, shall remain the property of Customer, and along with specifications, drawings, plans, detailed drawings, production materials and other technical documents and tools (hereinafter jointly referred to as "Documents") shall be used by Supplier for the actual purpose of the contract with Customer and not for any other purposes, and shall not be duplicated or made available to third parties. Upon request, these Documents and the Confidential Information along with all excerpts and duplicates shall be immediately surrendered to Customer, any copies shall be destroyed, any backup copies or recordings on electronic storage media shall be deleted and written notification to that effect shall be sent immediately.

Supplier shall refrain from using its knowledge of the Confidential Information to assert any rights relating to protective rights applications, and in particular shall refrain from asserting rights based on prior use. As stipulated in Section 16, all work outcomes and documents which are generated or produced based on Confidential Information of Customer, including the jointly prepared specifications sheets, shall become the property of Customer when created and shall be marked as the property of Customer. Production materials, in particular



用。如客户要求，须立即将该类资料及生产资料归还给客户，并保证作废全部副本，删除电子磁盘上的全部存储相关数据备份及图纸，对此提供书面确认。

客户仅为直接负责履行相关合同的员工提供机密信息，其前提条件在于有关机密信息的知晓对相关员工履行合同是绝对必要的，并且他们提前已签署书面保密声明才可以获得相关信息。供货商有义务保证第三方及未经授权的员工无法获取可能含有客户机密信息的所有文件和资

供货商仅在客户明确书面许可的前提下，在广告材料或出版物等类似媒体暗示或表明与客户的业务关系。

当客户有理由怀疑有违反当前保密义务的行为时，供货商有举证责任，证明所涉机密信息已在合同签订时便具有社会公开性，或与其作为无关，或与其义务无关。

针对供货商透露机密信息给任何第三方或透漏机密信息给供货商的第三方，供货商有责任维护客户权益，并对任何侵犯本协议保密性的行为负责。

供货商承认违反供货商保密义务的行为可造成即刻或不可挽回的损失，且该损失在法律所规定的赔偿并有可能不足以抵消。如供货商或从供货商获取相关信息的某一人侵犯本协议，则供货商每次及每日须向客户支付赔偿金50000欧元，并独立于其它申诉或法律补救措施。排除将不同违反事件视为同一个案子。在法律允许的范围内，合同处罚不受任何司法审查或适当性评估，并且不取决于已发生的损害。

tools, templates, technical devices etc. which Customer has made available to Supplier shall be marked as the property of Customer and are subject to the confidentiality provisions and limitations on use set forth in Section 15. These documents and production materials shall be immediately surrendered to Customer upon demand, any copies shall be destroyed, any backup copies or recordings on electronic storage media shall be deleted and written notification to that effect shall be sent immediately.

Supplier shall give access to Confidential Information only to employees who are directly entrusted with the execution of the order and whose knowledge of the Confidential Information is essential for the execution of the contract and who are bound by a prior written non-disclosure agreement. Supplier shall ensure that all documents and materials which might contain Confidential Information of Customer are safeguarded and protected against access by third parties and unauthorized employees.

Supplier requires explicit written permission if it wishes to indicate or draw attention to the business relationship with Customer in advertising materials or publications of any kind.

If there are grounds for suspecting infringement of these confidentiality provisions, Supplier shall bear the burden of proof for demonstrating that the Confidential Information was already known to the general public on the contract date or was disclosed without its involvement or responsibility.

Vis-a-vis Customer Supplier is jointly and severally liable along with any third party to whom Confidential Information was disclosed by Supplier, or by whom Confidential Information was disclosed to Supplier, for any infringement of the confidentiality provisions herein.

Supplier hereby acknowledges that infringement of Supplier's confidentiality obligations could cause immediate or irreparable damage, for which statutory damages might be inadequate. For each case of infringement of this contract by Supplier and/or a person to whom Supplier has disclosed the information in question, Supplier shall pay Customer liquidated damages of EUR 50,000, regardless of further claims or legal remedies of Customer. The defense that a series of infringements should be treated as one continuous infringement is barred. Insofar as legally permissible, the contractually agreed liquidated

客户对他人使用机密信息侵犯第三方工业产权、版权或其它权利概不负责，同样也对对于供货商或第三方由此所产生的损失概不负责。供货商有权限自由使用和提供机密信息。

本条目（第15条）在合同终止或合同关系撤销后仍然适用。

## 16. 工作成果及权利归属

基于本采购条款，供货商不得获取任何未明确授予的权利。客户保留对提供给供货商用于完成供货/服务的全部物质及非物质事物的专属所有权及其它权利。供货商仅限与客户保有商业关系且仅为完成向客户供货/服务的前提下，使用以上权利，否则须参照第15条保密规定处理。

在合约框架内所产生的文件资料和工作成果（包括工具）（以下简称“工作成果”）及其开发或处理等全部权利均归客户所有，且在其产生时，其全部权利便自动转归客户所有。

所有工作成果在其生成之后便须立即告知客户。在成果生成时，供货商以法律允许的最大程度将工作成果的所有权及版权全部转交给客户，特别包括独有的专利申请权和优先权，以上所有权限仅归客户所有。此外，供货商让与客户对于所有工作成果的独家使用权，允许客户不受时间、空间及性质上的使用这些工作成果。这尤其包括复制、传播、收取其允许费或免费暂时转让、有线或无线传递、展示该工作成果。还包括免费或通过再许可的方式转让给第三方，并且第三方具有可使用工作成果的范围与客户一样。此外，客户有权自行或通过

damages shall not be subject to judicial intervention or assessment for appropriateness and shall be independent of the damages caused.

Customer shall not be liable for ensuring that the use of the Confidential Information does not infringe the intellectual property rights, copyright and/or other rights of third parties, and/or for damages caused to Supplier or a third party. Customer is completely at liberty to utilize and make use of the Confidential Information in any manner it wishes.

Section 15 herein shall continue to apply after the contractual relationship has been ended or has ceased.

## 16. Work Results; Granting of Rights

Supplier shall not acquire any rights based on these T&Cs of Purchase unless they are granted explicitly. In particular, Customer retains the sole rights to and exclusive ownership of all intangible and tangible items which are made available to Supplier (if applicable) in connection with the provision of the Goods & Services. They may only be used by Supplier during the period in which it has a business relationship with Customer and only in order to provide the Goods & Services to/for Customer, and otherwise shall be subject to the confidentiality provisions in Section 15.

Only Customer is entitled to the documents and work outcomes (including tools) (hereinafter jointly referred to as “Work Outcomes”) which are created in connection with the contract and to exploit them, and as of the creation date they shall be transferred, passed and granted to Customer.

Customer shall be notified regarding any Work Outcomes immediately after their creation. As of the creation date, Supplier transfers to Customer sole ownership of and exclusive intellectual property rights for the workout comes to the full legally permissible and transferable extent, in particular the sole right to apply for protective rights or invoke priority rights, and those rights shall pass to Customer accordingly. In addition, Supplier grants Customer exclusive utilization rights to the Work Outcomes when they are created. In the case of copyright-protected outcomes, Supplier hereby irrevocably grants Customer the exclusive rights to utilize the Work Outcomes without chronological, material or geographic limitation based on all currently known or future types of

第三方对成果进行加工及处理，并可以同等程度与范围进行开发利用或转让予第三方。

此外，客户有权自主决定提供、使用所产生的不受法律保护的秘密信息及其使用方式，尤其是商业及运营机密。

供货商谨此确认，其自身不拥有上述权利，且无须向其单独支付额外相关费用。无论客户以任何方式进行使用或加工，所有权的转让和/或转移除了供货/服务双方所商定的费用之外无需支付任何款项。此外，供货商确认，其自身对所产生的工作成果并不拥有先用权。基于已支付给供货商的费用，供货商须明确和不可撤销地放弃与工作成果和发明有关的知情权和任何其他所有权的要求。

客户可自行决定办理保障性权利的保护申请或延期。

供货商确认，供货商拥有并保有所需权利，能够遵照该协议将工作成果的所有权及其它全部可转移权利，特别包括知识产权在内以完整且具有法律效力的方式最终转让给客户，并保证客户可获取对工作成果的独家使用权。该项原则亦适用于工作中的发明及工作关系中做成的工作成果的所有权。供货商有义务就该事宜，与供货商所有与供货/服务相关的所有人士在转达合同规定项目相关信息前及指派上述人员从事合同规定项目之前，与其签订权利转移声明书。

exploitation, and in particular to duplicate, disseminate, lease and lend, transfer or send them via wireless or wired connection, or present, show, or display them and make them available, and to transfer all rights to the Work Outcomes to third parties gratis or against payment, or to grant sublicenses, and in doing so permit the third parties to utilize the Work Outcomes to the same extent. Furthermore, Customer is entitled to adapt the Work Outcomes itself or have them adapted by third parties and to exploit the adapted results thereof to the same extent or to transfer them to third parties.

Moreover, only Customer is entitled to exercise disposal over, utilize or decide on the use of created Confidential Information which is ineligible for IP protection, including business and commercial secrets.

Supplier therefore hereby confirms that Supplier no longer holds those rights. No separate remuneration shall be due; all transfers and/or granting of rights shall be deemed fully satisfied by the agreed remuneration for the Goods & Services, regardless of the type and scope of use and exploitation by Customer. Therefore, Supplier hereby attests that in particular it does not have any prior use rights to the respective Work Outcomes. Based on and in return for the aforementioned remuneration, Supplier conclusively and irrevocably waives all claims and information rights arising from inventions and all other protective rights relating to the Work Outcomes.

Applications for protective rights shall be made by Customer at its own discretion and maintained by Customer in its own interest.

Supplier shall ensure that Supplier has and holds all necessary rights to ensure that ownership and/or transferable rights, including intellectual property rights to the Work Outcomes as set forth herein, can be completely and conclusively transferred to Customer with legal effect, and that exclusive utilization rights to the Work Outcomes can be granted. This applies in particular to rights arising from employee inventions and/or rights to outcomes arising from work and labor contracts. To accomplish that, before any information about a contractual project is handed over, and before the relevant individuals on Supplier side who will perform work relating to the Goods & Services actually become involved in the contractual project, Supplier shall enter into the necessary rights transfer declarations with those individuals.

如供货商拥有的知识产权或其它权利，只要其可能会妨碍客户或客户的客户、商业伙伴根据本采购条款应使用该权利或相应供货/服务，供货商便须授予客户在全球范围免费、无期限、不受限制的（特别是客户在进一步研发及改善方面）的共同使用权，且该权限可包含供货商的客户和商业伙伴，并保证第三方须授予以上权利。

## 17. 发货、海关及出口管制

### 发货

供货商须遵守客户物流方针现行有效版本所制定的规章条例。可在以下网上参阅物流方针：

<https://www.miba.com/de/agb/>

Insofar as Supplier holds existing industrial property rights or other rights which could prevent Customer and/or its customers/business partners from exercising its rights under these T&Cs of Purchase or using the Goods & Services in question, Supplier, at no charge, hereby grants Customer the right of joint use, which shall be worldwide, perpetual, continuous, unlimited (thus in particular shall be usable by Customer in connection with further developments and/or improvements), and applicable to customers and business partners of Customer, and Supplier shall ensure that the right of joint use is also granted by third parties.

## 17. Shipping

### Shipping

Supplier shall ensure to fulfill all provisions set down in the respective applicable version of Customer's logistics guideline. The logistics guideline can be consulted at the following link:

<https://www.miba.com/en/agb/>



如各方在事先未做其他明确书面协定，则双方同意，所有发货按照国际贸易术语Incoterms 2010的FCA（指定地点）进行。货品须由供货商按运输要求进行包装并发货。此外，遵照以下规定：

a) 在信件、交货单、发货通知单、发票等类似文件中始终须表明部门、信件和订单日期。每份订单在整个函件中须进行单独处理；

b) 供货商的交货单中须特别包含以下内容：

- 客户订单号和订单中的序号
- 米巴物料编号（标注于订单上）
- 制造商
- 完整的型号标识
- 订单数量和公制数量单位；
- 属于货品的质量证明
- 交货批号、生产批号、生产编码（date code）
- 原产地及海关税号（HS编码）

c) 运单或快递或邮寄地址单背页须注明部门、订单号或其他参考号码和订单日期。务必严格遵守客户指定的运单地址。供货商有责任承担因错误声明或错误地址而造成的全部损失和费用以及支出。

d) 将供货交付运输商后，供货商有责任在发货当日向客户单独提供含有发货日期的发货通知。发票不视为发货通知。

e) 如因供货商未遵守上述规定而产生的损失，费用和开支，例如滞期费、调车费用、移库费用等，供货商须对此承担全部责任。由此原因导致无法接受的货物，供货商须对其承担仓储有关所有风险和费用，直到客户收到供货商合格的

Unless agreed otherwise in writing in a given case, the Incoterm FCA (named place) according to Incoterms 2010 shall apply to all deliveries. The goods shall be packed and prepared for shipment properly in a manner suitable for shipping by Supplier. In addition, the following provisions are applicable:

a) The department, reference number, order number and order date shall be shown on all letters, delivery notes, dispatch notes, invoices and similar documents. Each order shall be handled separately throughout written correspondence.

b) Supplier's delivery notes shall in particular contain the following information:

- Customer's order number and order item
- Customer's material number (if shown on the order)
- manufacturer
- complete type designation
- volume and metric sales unit
- any quality assurance documents which accompany the goods
- delivery lot, batch or date code (if applicable)
- country of origin and customs tariff number

c) The department, reference number, order number and order date shall be shown on the rear of the consignment note or detachable portion of the express delivery or postal address label. The exact consignment note address indicated by Customer shall apply. Supplier shall be liable for damages, costs and expenses incurred by Customer as a result of an inaccurate declaration and/or address.

d) If the goods are handed over to a freight forwarder, on the day of dispatch Supplier shall send Customer separate written notification indicating that handover has taken place and the handover date (dispatch note); invoices shall not be deemed dispatch notes.

e) Supplier shall be liable in full for damages, costs and expenses (demurrage costs, shunting costs, stock transfer costs etc.) incurred by Customer due to Supplier's failure to comply with the above provisions. Any shipments which for such reasons cannot be accepted shall be stored at Supplier's cost and risk until Customer can facilitate handling by sending proper documents. Customer

发货单据并能顺利进行交易。委托人有权立即确定运单的内容和状况，然而这不会产生任何检查义务或提出索赔义务；

f) 务必严格遵守客户可能提出的其他特别发货要求，由于不符合客户要求而给客户造成的损失须供货商全部承担。

## 海关

供货商须保证随货文件包含所有与外贸相关的数据以及递交正确、完整的报关文件所需的所有相关数据、信息及文件。这尤其涉及到以下数据和信息：

- 货品的价值，包括货币
- 海关税号（HS编码）
- 原产地
- 重量
- 商业通用品名
- 国际贸易术语（包括指定地点）

对于客户因随货文件信息不正确或不完整而造成的损害、费用及支出，由供货商承担全部责任。

供货商为货品从其关税区的正规出口承担责任，并遵守所有与此相关的法律义务。与货品从供货商税区的出口相关的所有应交费用及税费均有收货商承担。如果未另行商定，客户为货品在目的地国家的正规出口承担责任，并缴纳所有与此相关的应交税费。

is entitled to immediately check the contents and status of any such shipments, without thereby establishing grounds for an obligation to perform inspections or send defect reports.

f) Any separate shipping instructions issued by Customer shall be followed in all instances.  
The costs of damages incurred by Customer due to failure to comply with shipping regulations shall be borne by Supplier.

## Customs

Supplier shall ensure that the documents accompanying the consignment contain all data relevant to foreign trade and all relevant data, information and documents for the correct and complete lodging of a customs declaration. This refers especially to the subsequent data and information:

- Value (including currency)
- Customs Tariff Number
- Country of Origin
- Weight
- Commercial Description of Merchandise
- Incoterm (including named place)

Supplier shall be fully liable for all damages, costs and expenses arising from incorrect or incomplete information and data on accompanying shipping documents.

Supplier is responsible for the correct exportation of Goods & Services from its customs territory and shall comply with all associated legal obligations. All fees and charges incurred in connection with the export from Supplier's customs territory shall be borne by Supplier.

Unless agreed otherwise, Customer bears the responsibility for correct import customs clearance in the country of destination and pays relevant import duties and taxes.

For intra-EU shipments, Supplier shall issue a long-term supplier's declaration to Customer in accordance with Appendix 22-16 of the Implementing Regulation (EU) 2015/2447 based on the applicable regulations of preferential origin of goods. For issuing those documents, Supplier shall use forms provided

如果欧盟之内交货，根据《欧盟委员会第2015/2447号实施细则的法规》22-16附录有关优惠原产地的现行规定，供货商有义务为客户提供一份长期供货商声明。为签发此声明，须使用由客户提供的表格。供货商有义务，每次在历年度的头四个星期，最迟自首次发货起，未经请托地提供上述表格。长期供货商声明有效期须至少达一年。如果长期供货商声明中的信息在未来不再正确或供货商查明已签发的原产地声明未正确签发，则供货商须立即书面通知客户。

至于已签署自由贸易协定 / 优惠协定的国家或国家群体之间的其他跨境发货，供货商在每次发货均须未经请托地提供并附加用于被纳入自由贸易协定 / 优惠协定的相关证明（例如优先权证明）。供货商须遵守相关协定中可适用的规定。

如果供货商未签发根据协定条例规定的优先权证明并无法为此提供合理理由，客户则保留因未提供或有缺陷的优先权证明而可能产生的关税向供货商征收的权利。

#### 出口管制

如果所提供的货品（包括软件和技术）根据欧盟或美国出口管制法以及出口国的本国出口管制法被列入出口管制清单（例如，欧盟一般军用货品清单、欧盟关于两用物品出口管制的《第428/2009号欧盟理事会规章》附录1、美国军需品名录、美国商业管制清单），供货方则有义务对此向客户另作书面通知。如果因技术或法律变更或因官方确证对应提供货品的审批发生任何变化，供货商便将立即通知客户。

供货商有义务始终遵守与合同规定发货及/或所提供服务及其出口及/或再出口有关的现行适用出口规定。此外，供货商有义务遵守所有联合国、欧盟及美国制

by Customer. Supplier undertakes to provide those documents unsolicited within the first four weeks of each calendar year. The period of the validity of the long-term supplier's declaration shall be at least one year. Supplier undertakes to inform Customer immediately if this declaration shall be no longer valid or if Supplier notices that declarations issued in the past have been wrongly issued.

For other cross-border shipments between countries or groups of countries having a free trade agreement/preferential trade agreement in place, Supplier shall ensure to issue and enclose a relevant proof of preferential origin to enable Customer to make use of the free trade/preferential trade agreement. Supplier shall ensure to comply with the applicable regulations of the trade agreements. If Supplier cannot provide a plausible justification that the issuance of a proof of preferential origin was not possible according to the rules of the free trade/preferential trade agreement, Customer retains the right to charge relevant duties that have been assessed due to missing or faulty proof of preferential origin to Supplier.

#### Export Controls

Supplier undertakes to inform Customer separately in writing if provided Goods or Services (including Software and Technology) are subject to export controls according to EU- US- or the national export control laws of the exporting country and included in export control lists (e.g. common list of military/defence related products of the EU, Annex I to EC Dual Use Regulation No. 428/2009, US-Munitions List, US-Commerce Control List). Supplier shall inform Customer immediately in case of any changes regarding licensing requirements of provided Goods or Services based on technical or legal changes, or based on official decisions.

Supplier undertakes to comply with all applicable export control regulations applicable to all contractual deliveries and/or services as well as their export and/or re-export. In addition, Supplier undertakes to comply with all EU- and US- sanctions regulations and to check its business partners and suppliers against current UN-, EU- and US- sanctions lists.

Any violation of these export control provisions shall entitle Customer to immediately terminate all existing contracts with Supplier due to significant grounds. Moreover, if Supplier is listed on an UN- EU- or US sanctions list,

裁法规，并检查其商业伙伴及原供货商是否在当前联合国、欧盟及美国制裁清单之列。

此外，若供货商被列入联合国、欧盟及美国制裁清单，客户则保留终止任何业务关系、现金流及供货的权利，且立即生效。供货商有义务保证客户完全不会面临指控且无利益损失。

Customer reserves the right to terminate all business relations, payment flows and performance with immediate effect. Furthermore, in the event of infringement of any of these compliance provisions, Supplier shall comprehensively hold harmless, defend and indemnify Customer from and against any and all resulting damages and claims.



## 18. 终止合同

客户有权出于重大原因立即终止订购合同（这不影响按照本采购条款所提及的其他终止原因），重大原因包括以下情况：

- a) 供货商已进入破产程序，或者由于资产不足而破产申请被有关部门拒绝。
- b) 存在无法完成供货/服务的情况；
- c) 供货商本身或替其履行供货/服务的第三方违反了基本的合同条款或保密义务；
- d) 供货商变更（控制权变更）造成的直接或间接法律或经济影响。

终止所有或个别合同关系并不影响第10,11,12,15,16,21,22和23条的效力，以上条款在终止合同后仍继续有效。第16条所提及的转让权利或授予权利也同样适用于终止合同关系时已产生的全部现有工作成果。

## 19. 同意合同关系转移

供货商同意，客户可以将整个合同关系转移给另一家与米巴集团关联企业（无论米巴股权比例）。通过书面通知，由客户指定的该公司将具有此法律关系产生的所有义务和权利，并且享有客户的所有组织权利和其他权利。然而，对于本合同关系中产生的义务，特别是支付款项等义务，客户也始终承担共同责任。

## 18. Cancellation of Contract

Regardless of any other grounds for ending the contract set forth in these T&Cs of Purchase, Customer is entitled to terminate all contractual relations with immediate effect if there are significant grounds. The following in particular shall be considered significant grounds:

- a) Bankruptcy proceedings are opened for Supplier's assets, or opening of bankruptcy proceedings is rejected due to lack of assets;
- b) There are circumstances which make the proper provision of the Goods & Services impossible;
- c) Supplier itself or a person used by it to provide the Goods & Services infringes major contractual provisions or confidentiality obligations;
- d) There is a change in the direct or indirect legal or commercial means for exercising control at Supplier (change of control);

The ending of all or individual contractual relations shall not affect the validity of Sections 8, 10, 11, 12, 15, 16, 21, 22, 23, 24, 25 and 26, and those Sections shall continue to remain in effect after the ending of contractual relations. The transfer and granting of rights as described in Section 16 explicitly also apply to interim outcomes (if applicable) at the end of a contractual relationship.

## 19. Consent to Transfer of Contractual Relationship

Supplier hereby agrees that Customer may transfer the contractual relationship as a whole to an affiliate of Customer (independently of the shareholding percentage). In such instances, based on written notification, the affiliate specified by Customer shall take over all obligations and claims arising from the legal relationship and shall assume all of Customer's organizational and other rights. However, Customer shall continue to be jointly and severally liable to Supplier for obligations arising from the contractual relationship, including payment of the remuneration.

## 20. 税金和费用

如无明确其它协定或法定强制性规定，供货产生的所有税金和费用须由供货商承担。

## 21. 合规

供货商有义务遵守《米巴行为准则》。在以下网址可参阅此准则：

<http://www.miba.com/de/coc/>

《米巴行为准则》的规定被纳入供货商与客户之间的合同。供货商确认其对《米巴行为准则》规定的了解，并确认其员工、次级企业、供货商或任何参与合同履行的第三方均有义务遵守此准则的规定。如果供货商的员工或次级企业做出任何违背此准则的行为，供货商将立即通知供客户。供货商将支持客户获得与违背《米巴行为准则》有关的信息。

此外，供货商有义务遵守出口国、进口国及目的地国家在相关时间段现行的所有适用法规、规范及其他标准。供货商确保将此类法规同样传达给次级企业、供货商及任何参与合同履行的第三方。

## 20. Duties and Charges

Unless agreed otherwise in writing in a given case or stipulated otherwise in applicable legislation, all duties and charges which are payable based on the Goods & Services shall be borne by Supplier. This also applies if Customer has to obtain an international import certificate in order to import the goods in question.

## 21. Compliance

Supplier shall comply with the Miba Code of Conduct, which is available on the Internet at:

<http://www.miba.com/en/coc>

The Miba Code of Conduct is incorporated by reference into the contract between Supplier and Customer. Supplier hereby declares that it is familiar with the Miba Code of Conduct and that it shall ensure that its employees and its subcontractors, suppliers or third parties of any kind who are used by Supplier to fulfill the contract comply with it. Supplier shall immediately notify Customer regarding any activities on the part of its employees or its subcontractors, suppliers or third parties of any kind who are used by Supplier to fulfill the contract which constitute an infringement of the Miba Code of Conduct. Supplier shall help Customer to obtain information relating to any infringement of the Miba Code of Conduct.

Furthermore, Supplier hereby declares that it will comply with all legislation, regulations and other standards of the export country, import country and destination country which are applicable as of the relevant date. Supplier shall ensure that the aforementioned requirements are also forwarded to subcontractors, suppliers or third parties of any kind who are used by Supplier to fulfill the contract.

Any violation of the Miba Code of Conduct shall entitle Customer to immediately terminate all existing contracts with Supplier due to significant grounds.

对于任何违反《米巴行为准则》的行为，客户有权基于重要原因立即撤销与供货商的现有合同。

## 22. 数据保护

只要供货商在履行合同时使用或受客户委托处理个人数据，则供货商有义务遵守现行有效的“数据保护法”以及《基本数据保护条例》（以下简称“DSGVO”）的规定。因此，供货商须与客户参照DSGVO第28条签订订单处理协议。只要此外还进行数据传送，无论向供货商或其次级企业，只要该数据接收方位于欧盟境外第三国且为履行合同所必需，则供货商有义务签订欧盟标准合同条款或与之同等效力且由欧盟委员会颁布的合同范本，作为符合DSGVO第46条第二款c及d项的合理保证。

## 23. 履行地；管辖地

双方的履行地位于客户在确认订单时指定的地点，其他情况下，履行地为奥地利拉克辛（Laakirchen）。

如果合同双方的注册地都在中华人民共和国境内，则由本合同引起的或与本合同有关的争议的唯一管辖地是客户注册地址所在地对该标的事项有管辖权的法院。在所有其他情况下，由本合同引起的或与本合同有关的争议的唯一司法管辖地是奥地利林茨（Linz）的对该标的事项有管辖权的法院。但是，客户也有权自行决定在供货商注册地向对该标的事项有管辖权的法院针对供货商提出索赔。

## 24. 适用法律

如果合同双方的注册地都在中华人民共和国境内，则本合同，包括其是否具有法律效力和/或无效的问题，其事先和事后的效力及解释，只适用中国法律，并且排除其法律冲突条款和《联合国国际货物销售合同公约》（CISG）的适用。在所有其他情况下，本协议，包括其是否具有法律效力和/或无效的问题，其事

## 22. Data Protection

If Supplier processes personal data for and on behalf of Customer in connection with the provision of Goods & Services, it shall comply with relevant legislation, in particular Austria's Data Protection Act [DSG] (as amended from time to time) and the EU General Data Protection Regulation. Accordingly, Supplier shall enter into a controller/processor contract as defined in Art. 28 of the General Data Protection Regulation. Furthermore, if data are transferred – to Supplier or its subcontractors – to a recipient domiciled in a country outside the European Economic Area and this is absolutely necessary for the performance, Supplier is obligated to conclude EU standard contract clauses or equivalent contract templates issued by the European Commission as appropriate safeguards as defined in Art. 46 Paragraph 2 lit. c and d of the General Data Protection Regulation.

## 23. Place of Fulfillment; Place of Jurisdiction

The place of fulfillment for both parties is the location specified by Customer on the order, otherwise Laakirchen, Austria.

If all parties hereto have their registered office within the People's Republic of China, the sole place of jurisdiction for disputes arising from or in connection with this contract is the court with subject-matter jurisdiction at Customer's registered address. In all other cases, the sole place of jurisdiction for disputes arising from or in connection with this contract is the court with subject-matter jurisdiction for Linz, Austria. However, Customer is also entitled, at its own discretion, to assert claims against Supplier before the court with subject-matter jurisdiction for Supplier's registered office.

## 24. Applicable Law

If all parties hereto have their registered office within the Peoples Republic of China, this contract, including the questions of whether it is legally valid and/or void, its advance effects and aftermath and its interpretation, is subject to

先和事后的效力以及解释，仅受奥地利法律管辖，并且排除其法律冲突条款和《联合国国际货物销售合同公约》（CISG）的适用。

Chinese law only, to the exclusion of conflict of law provisions and UN Convention on the International Sale of Goods (CISG). In all other cases, this contract, including the questions of whether it is legally valid and/or void, its advance effects and aftermath and its interpretation, is subject to Austrian law only, to the exclusion of conflict of law provisions and UN Convention on the International Sale of Goods (CISG).

## 25. 可分割条款

如本合同中的某一规定不生效、无效或无法实现，则其并不影响其余规定条款的生效性、有效性或可实现性。在此情况下，所涉条款将由在经济性方面有相似结果且生效、有效、可实现的近似条款所代替。本原则亦适用于合同可能存在的漏洞。

## 26. 书面形式

仅限以书面形式对本采购条款以及供货商和客户之间的其他合同协议进行修改和补充，否则无效。该原则同样适用于偏离书面形式的要求。

## 25. Severability

If a provision of this Contract is ineffective, invalid or unenforceable, this shall not affect the effectiveness, validity or enforceability of the other provisions. In such cases, the provision shall be replaced by one which in terms of commercial outcome approximates to it as closely as possible and is not ineffective, invalid or unenforceable. The same applies to contractual gaps.

## 26. Written Form

In order to be valid, any changes or amendments to these T&Cs of Purchase or other contractual agreements between Customer and Supplier shall be carried out in writing. The same applies to deviations from the requirement regarding written form.