

**GENERAL PURCHASE, SERVICE AND (SUB) CONTRACTING CONDITIONS STAHL**  
**STAHL 通用采购、服务和 (分包) 承包条款**

General purchase, service and (sub) contracting conditions of Stahl Parent B.V., with registered office in Waalwijk, and the legal entities and companies with which it is organizationally affiliated in a group filed with the Zeeland-West-Brabant District Court under number 25/2020.

Stahl Parent B.V. (注册办公地位于瓦尔韦克) 及其在组织上隶属于同一集团的法人实体和公司 (已在泽兰和西布拉班特地区法院登记, 登记编号为 25/2020) 的通用采购、服务和 (分包) 承包条款。

**1. Applicability 适用范围**

**1.1** These General Purchase, Service and (Sub) Contracting conditions (hereinafter: **General Purchase Conditions**) in all cases apply to all enquiries, offers, quotes and agreements whereby Stahl Parent B.V. and/or the legal entities and companies with which it is organizationally affiliated in a group or their legal successor(s) relying on these, hereinafter: **'STAHL'**, acts and/or act as the purchaser(s) of goods and products and/or as the party or parties commissioning the performance of activities or services (hereinafter to be referred to as the **'Agreement'**). 本通用采购、服务和 (分包) 承包条款 (以下简称为 **"通用采购条款"**) 在任何情况下均适用于 Stahl Parent B.V. 和/或其组织上隶属于同一集团的法人实体和公司或其合法继承人 (以下简称为 **"STAHL"**, 作为货物和产品买方和/或活动或服务委托方) 根据通用采购条款作出的所有询价、报价、出价和协议 (以下简称为 **"协议"**)。

**1.2** The articles 1 up to and including 19 of these conditions apply to all offers made to and agreements concluded with STAHL as well as to any agreements arising from these. If those offers or agreements (also) relate to the (sub) contracting of work and/or the performance of services, the articles 20 up to and including 23 of these conditions (also) apply. 本通用采购条款第 1 条至第 19 条适用于向 STAHL 提出的所有报价和与之签订的协议, 以及由此产生的任何协议。如果此类报价或协议 (也) 涉及工作 (分包) 承包和/或服务履行, 则本通用采购条款第 20 条至第 23 条 (也) 适用。

**1.3** Any derogations from and/or additions to these General Purchase Conditions will have binding effect only if and to the extent that written confirmation of these has been sent to the Contracting Party by an authorized representative of STAHL. 未经 STAHL 授权代表向承包方发出书面确认, 对本通用采购条款作出的任何删减和/或增补不具有任何约束力。

**1.4** In these General Purchase Conditions 'Contracting Party' means: any person or legal entity which has concluded, or wishes to conclude, an Agreement with STAHL for, or in connection with, the sale and/or the supply of items and/or activities within the meaning of STAHL's business operations, and in addition to these, its agent(s), authorized representative(s) and successor(s) by particular or universal title. 于本通用采购条款中, "承包方" 系指与 STAHL 就销售和/或供应其商业运营范围内的物品和/或活动签订或希望签订协议的任何个人或法人实体, 以及其赋予特定或通用头衔的代理人、授权代表和继承人。

**1.5** The applicability of any general terms and conditions of sale, delivery conditions, conditions of contract, conditions for the provision of services and/or other general terms and conditions, whatever named, applied by the Contracting Party are expressly rejected by STAHL. STAHL 明确拒绝承包方适用的任何通用销售条款、交付条款、合同条款、服务提供条款和/或其他通用条款和条件, 无论其名称如何。

**1.6** In these General Purchase Conditions 'in writing' includes electronic data interchange, such as an e-mail. 于本通用采购条款中, "书面" 包括电子数据交换, 如电子邮件。

**1.7** STAHL is entitled to one-sidedly amend these General Purchase Conditions. Any changes shall enter into force eight (8) calendar days from the date on which the amended conditions have been sent to the Contracting Party by STAHL. STAHL is furthermore entitled to dissolve or terminate, as the case may be, any Agreements between STAHL and the Contracting Party, if the Contracting Party does not consent to the amended conditions. STAHL 有权单方面修改本通用采购条款。任何变更应在 STAHL 将经修订的条款发送给承包方之日起八 (8) 个日历日内生效。此外, 如果承包方不同意经修订的条款, 则 STAHL 有权解除或终止其与承包方达成的任何协议 (视情况而定)。

**1.8** No rights whatsoever are to be derived from the headings, or subheadings, used in these General Purchase Conditions. The subheadings do not alter the independent contents and applicability of each article and/or paragraph, as used in these General Purchase Conditions. 本通用采购条款中使用的标题或子标题不赋予任何权利。子标题不得改变本通用采购条款中各条款和/或段落的独立内容和适用性。

**1.9** To the extent that these General Purchase Conditions have been drawn up in both English and Chinese, the meaning of the Chinese text shall at all times prevail in the event of a dispute regarding the interpretation of any provisions or terms in these General Purchase Conditions. 本通用采购条款还采用中英文起草, 在对通用采购条款中任何规定或条款的解释发生争议时, 应始终以中文版本所赋予之含义为准。

**1.10** The provisions of the International Chamber of Commerce in Paris (Incoterms 2020) apply by analogy to these General Purchase Conditions, to the Agreement and to any Agreements arising from these. 巴黎国际商会 (2020 年国际贸易术语解释通则) 的规定同样适用于本通用采购条款、协议以及由此产生的任何协议。

**2. Offers, orders and formation of the agreement 报价、订单和协议订立**  
**2.1.** An enquiry submitted by STAHL is followed by an offer from the Contracting Party, which offer shall be deemed to be irrevocable. The Contracting Party's offer shall remain valid for a period of 6 months. STAHL's enquiry as referred to in this article 2.1 has no binding effect and merely represents an invitation to make an offer. STAHL 提交询价后, 承包方应发出不可撤销的报价。承包方的报价有效期为 6 个月。第 2.1 条中提及的 STAHL 的询价不具有约束力, 仅代表报价邀请。

**2.2.** Any Agreement as well as any amendments or additions to these between STAHL and the Contracting Party shall be deemed to have been formed only after (i) the signing of an Agreement by both parties, (ii) in the manner specified in article 2.4 of the General Purchase Conditions, (iii) the acceptance in writing of a representative of STAHL duly authorized for that purpose or (iv) - notwithstanding the provisions of the final full sentence of article 2.1 above - the immediate, unconditional and written acceptance of an order by a Contracting Party (v) orally if and to the extent that the oral Agreement concerned has been confirmed in writing by a representative of STAHL duly authorized for that purpose. In the cases listed in (i) and (ii) the contents of the Agreement and of these General Purchase Conditions shall be deemed to constitute a full and correct representation of the conditions and the provisions of the delivery or the deliveries. In the case mentioned in (iii) the contents of the offer, to the extent that the offer concerned has been confirmed in writing by a representative of STAHL duly authorized for that purpose, and the General Purchase Conditions shall be deemed to constitute a full and correct representation of the conditions and the provisions of the delivery between the parties, in the case mentioned in (iv) the contents of the offer and the General Purchase Conditions shall be deemed to constitute a full and correct representation of the delivery, while in the case mentioned in (v) the contents of the written confirmation and these General Purchase Conditions shall be deemed to fully and correctly reflect the Agreement between the parties. This article 2.2 also applies to any additional work, with the proviso that an Agreement and any amendments and additions to it shall be formed and/or be binding only, if and to the extent that such additional work has been confirmed in writing. STAHL 和承包方之间的任何协议及其修订本或增补本在符合下列条件时成立: (i) 经双方签署; (ii) 按照通用采购条款第 2.4 条规定的方式; (iii) STAHL 正式授权代表以书面方式表示同意; 或 (iv) 尽管存在上文第 2.1 条最后一句的规定, 承包方立即无条件地书面接受订单; (v) 口头协议, 前提是相关口头协议已由 STAHL 正式授权代表以书面形式确认。在第 (i) 款和第 (ii) 款所述情况下, 协议和本通用采购条款所载之内容应被视为构成对交付条件和条款的完整、正确表述。在第 (iii) 款所述情况下, 如果相关报价已由 STAHL 正式授权代表以书面形式确认, 报价和本通用采购条款所载之内容应被视为构成双方之间关于交付条件和条款的完整、正确表述; 在第 (iv) 款所述情况下, 报价和本通用采购条款所载之内容应被视为构成对交付条件的完整、正确表述; 在第 (v) 款所述情况下, 书面确认和本通用采购条款所载之内容应被视为充分、正确地反映双方之间的协议。第 2.2 条也适用于任何附加工作, 该附加工作被书面确认后, 双方之间的协议及其相关修订本或增补本即成立, 并具有任何约束力。

**2.3.** In the event of framework agreements an Agreement shall be formed each time the written confirmation for performing a part of the contract within the context of the framework agreement is sent by a representative of STAHL duly authorized for that purpose. 就框架协议而言, 只要 STAHL 正式授权代表发出关于在框架协议范围内履行部分合同的书面确认, 则应构成一份协议。

**2.4.** The Contracting Party shall return an Agreement it has been sent by STAHL to the latter unaltered and signed within (3) three working days from the date of despatch of the Agreement. If the Contracting Party fails to return the Agreement within the period mentioned above and does not object to its contents within that same period in writing, or if performance of the Agreement has already commenced, the contents of the Agreement shall in that case be deemed to have been accepted and an Agreement shall be deemed to have been formed subject to the conditions mentioned in the Agreement and subject to the applicability of these General Purchase Conditions. 承包方应在协议发出之日起三 (3) 个工作日内, 在 STAHL 向其发出的协议上签字并原封不动地归还给 STAHL。如果承包方未能在上述期限内归还协议, 且在该期限内未对协议内容提出书面异议, 或者如果协议已开始履行, 在这种情况下, 应视为已同意协议内容, 且视为已根据协议所载条款和本通用采购条款的适用范围订立协议。

**2.5.** If during the performance of the Agreement use is made of drawings, models, specifications, instructions, inspection regulations and the like which have been made available by STAHL or have been approved by it, these shall form part of the Agreement. 如果在协议履行期间使用 STAHL 提供的或经其批准的图纸、模型、规范、说明、检验规程等, 则此等材料应构成协议的一部分。

- 2.6. An Agreement may be amended only with the prior written consent of STAHL and if, in STAHL's view, such is permitted by the circumstances, such as the planning envisaged by STAHL and its principal. STAHL reserves the right to charge the Contracting Party for the costs arising from any changes made at the Contracting Party's request, including costs incurred in connection with adjusting the work schedule.  
仅可经STAHL事先书面同意,且STAHL认为,由于STAHL及其委托人的计划等原因,允许作出修改,则可修改协议。STAHL有权向承包方收取因承包方要求所作的任何变更而产生的费用,包括调整工作进度所产生的费用。
- 2.7. If an Agreement is entered into by two or more Contracting Parties, they will be jointly and severally liable and STAHL will be entitled to full performance of the entire contract by either of them.  
如果与两个或两个以上的承包方签订协议,则承包方应承担连带责任,且STAHL有权要求其中任何一方完全履行整个合同。
- 2.8. Any agreements made with or undertakings given by employees of STAHL shall have no binding effect on STAHL, except if such agreements or undertakings have been confirmed in writing by a representative of STAHL duly authorized for that purpose.  
与STAHL员工签订的任何协议或STAHL员工做出的任何承诺对STAHL均无约束力,除非此类协议或承诺已由STAHL正式授权代表以书面形式确认。
- 2.9. Immediately after receipt of STAHL's order the Contracting Party shall check the consistency, the completeness and the correctness of the order concerned. Before performance of the Agreement Contracting Party must inform STAHL without delay if it suspects or should suspect that the order contains any errors and/or omissions. Such errors may at all times be rectified by STAHL.  
收到STAHL的订单后,承包方应立即检查相关订单是否一致、完整和正确。如果承包方在履行协议之前,怀疑或理应怀疑订单中含有任何错误和/或遗漏,则承包方须立即通知STAHL。STAHL可随时纠正此类错误。
- 2.10. Unless otherwise agreed in writing, any costs incurred by the Contracting Party for making an offer shall not be reimbursed by STAHL and no damages or any other form of compensation shall at any time be owed by STAHL if negotiations with STAHL are broken off, regardless of the stage to which they have advanced.  
除非另有书面约定,否则如果与STAHL的谈判中断,无论双方已进入哪个阶段,STAHL不负责承包方因发出报价而产生的任何费用,且在任何时候都无需承担任何损害赔偿或其他形式的赔偿。
- 2.11. The Agreement and these General Purchase Conditions represent the entire contents of the parties' rights and obligations and take the place of all earlier oral and written arrangements, agreements and/or representations made between the parties. In the event of a conflict between the provisions of the Agreement and these General Purchase Conditions, the provisions of the Agreement shall prevail.  
协议和本通用采购条款构成双方权利和义务之全部内容,并取代双方之前达成的所有口头和书面安排、协议和/或陈述。如果协议与本通用采购条款之间发生冲突,应以协议为准。
3. **Prices价格**
- 3.1. The prices mentioned in the Agreement are fixed and binding, they are exclusive of VAT and apply to delivery Carriage Paid (DDP Incoterms 2020) at the location stated by STAHL. All expenses that have not beforehand been set down in writing in the Agreement shall not be reimbursed by STAHL and include all costs.  
协议所述之价格为固定价格,且具有约束力,不含增值税,适用于STAHL指定地点的运费已付交货形式(2020年国际贸易术语解释通则中完税后交货)。对于所有事先未在协议中以书面形式确定的费用,STAHL概不负责,包括所有费用。
- 3.2. Payment for the total costs of the items and goods to be delivered and/or the related services to be provided shall be a fixed amount, to be determined in advance and in writing by the parties.  
待交付物品和货物和/或待提供相关服务的总费用付款为固定金额,由双方事先以书面形式确定。
- 3.3. Any costs arising from additional work may be charged for by the Contracting Party only, to the extent that STAHL has in advance agreed in writing to such additional work being carried out.  
未经STAHL事先书面同意进行附加工作,承包方不得收取附加工作产生的任何费用。
- 3.4. Any price increases and other cost-increasing circumstances are and shall remain for the Contracting Party's account, including after the conclusion of the Agreement and regardless of the time that has passed between the date of the conclusion of the Agreement and its performance.  
如果价格上涨和其他费用增加,则由承包方承担,包括协议订立之后发生的价格上涨和其他费用增加,无论协议订立之日至协议履行之日的时长。
- 3.5. Any currency differences arising between the moment of the offer and the conclusion of the Agreement or the moment of delivery/invoicing, shall not have an effect on the price.  
报价之时至协议订立之时或交付/开具发票之时期产生的任何货币差异不得对价格产生影响。
4. **Delivery交付**
- 4.1. Unless agreed otherwise, delivery shall be Carriage Paid (DDP, Incoterms 2020), unloaded alongside the means of transport in the location designated by STAHL.  
除非另有约定,否则交货条件应为运费已付(2020年国际贸易术语解释通则, DDP 完税后交货),并在STAHL指定地点的运输工具边交货。
- 4.2. If delivery Carriage Paid/DDP has not been agreed and if Contracting Party arranges the transport, or causes transport to be arranged, the risks of loading and unloading shall at all times be for the Contracting Party.  
如果未就运费已付/完税后交货达成一致,且如果承包方安排或负责安排运输,则始终由承包方承担装卸风险。
- 4.3. Each delivery shall be accompanied by a document containing the following information: a description of the goods delivered, the quantity and/or the number of the goods delivered, the order number, the country of origin, the net/gross weight per package and in total, the batch number(s), the customs tariff number, the documents prescribed by law and the product information (the 'Material Safety Data Sheets').  
每次交付应随附一份文件,其中包含以下信息:所交付货物的描述、交付货物的数量和/或数目、订单号、原产国、每件货物和所有货物的净重/毛重、批号、海关税则号、法律规定的文件和产品信息(“材料安全数据表”)。
- 4.4. The moment of delivery shall be the moment the purchased item is delivered and taken delivery of by a person with STAHL who has been authorized for that purpose, by signing the consignment note.  
交付时间应为卖方交付货物且STAHL授权人员通过签署托运单以确认收货之时。
- 4.5. Delivery/handing over by the Contracting Party shall take place at the location designated by STAHL, promptly at the agreed hour or within the agreed period. If no delivery date has been mentioned by STAHL in the order, but if, on the other hand, a delivery period or a deadline for delivery has been mentioned, such period shall commence on the day the Agreement was formed.  
承包方应在约定时间或约定期限内,在STAHL指定地点进行交付/移交。如果STAHL未在订单中说明交付日期,但说明了交付期限或交付截止日期,则该期限应自协议订立之日起开始计算。
- 4.6. The agreed delivery period and/or period for performing the work represent strict deadlines. By exceeding the delivery period and/or the period for performing the work, the Contracting Party will be in default by operation of law and shall be liable for all damage suffered by STAHL as a result of the delivery period and/or the period for performing the work being exceeded.  
约定交付期限和/或工作实施期限构成严格截止日期。如果超过交付期限和/或工作实施期限,则视为承包方违反法律规定,并应对因超过交付期限和/或工作实施期限而使STAHL遭受的所有损害负责。
- 4.7. If goods are delivered to the wrong location by the Contracting Party, any costs for delivery at the agreed location shall be borne by the Contracting Party.  
如果承包方将货物交付至错误地点,则承包方应承担在约定地点交付货物所需的费用。
- 4.8. STAHL shall bear the risk for the items and/or goods from the moment of the actual delivery.  
从实际交付之时起,STAHL应承担物品和/或货物的风险。
- 4.9. Performing the Agreement shall also be taken to mean delivering any related appliances as well as all corresponding documents, drawings, quality certificates, inspection certificates and guarantee certificates.  
履行协议还包括交付任何相关设备以及所有相应的文件、图纸、质量证书、检验证书和担保证书。
- 4.10. If a model, sample, example or specification has been shown or provided by the Contracting Party, the items, goods and/or work shall be delivered/completed in accordance with the model, sample, example or specification shown or provided. In principle the qualities and properties of the items to be delivered/the work to be performed cannot differ from the model, sample, example or specification.  
如果承包方已展示或提供模型、样品、示例或规范,则应按所展示或提供的模型、样品、示例或规范交付/完成物品、货物和/或工作。原则上,待交付物品/待实施工作的质量和性能必须符合模型、样品、示例或规范。
- 4.11. Taking delivery of the items/goods and/or payment for the items/goods or the work performed does not imply acceptance of these.  
接收物品/货物和/或就物品/货物或已实施工作付款不表示物品/货物或工作验收。
- 4.12. The consignment note must be signed upon delivery of the items by a STAHL employee who has been authorized for that purpose. The STAHL employee signs the delivered order in confirmation of the number of items/goods delivered and while doing so will point out any defects present at first sight. If upon closer inspection it appears that all or part of the delivered order has not been delivered in accordance with the agreed specifications – with the exception of the warranty provisions as set forth in article 8 below – STAHL will be entitled to reject all or part of the order and to dissolve the Agreement. STAHL shall notify the Contracting Party of this in writing within eight (8) working days. Any damage resulting from this shall be for the Contracting Party's account.  
物品交付后,STAHL授权员工须签署托运单。STAHL员工应在交付订单上签字,确认交付的物品/货物数量,并在签字时指出明显可见的缺陷。如果经过仔细检查,发现交付订单的全部或部分内容不符合约定规范(下文第8条规定之保修条款除外),则STAHL有权拒绝全部或部分订单并解除协议。STAHL应在八(8)个工作日内书面通知承包方。承包方应负责由此造成的任何损害。
- 4.13. As soon as the Contracting Party knows or should know that supply and/or delivery will not be performed, or not in time or not properly, it

shall at once notify STAHL of this in writing, stating the circumstances that have given rise to this non-performance.

如果承包方意识到或理应承担无法供应和/或交付, 或无法及时或适当供应和/或交付, 则其应立即书面通知STAHL, 说明相关情况。

- 4.14. Without prejudice to the provisions of article 20, STAHL will be authorized, in the event of non-performance, late performance or incomplete performance by the Contracting Party of the provisions of article 4.4, to impose on the Contracting Party an immediately payable penalty to 0.05 % of the agreed price of the entire order per day, except in the event of a non-attributable breach and without prejudice to STAHL's right to demand alternative and/or additional compensation. STAHL is entitled to offset this penalty/compensation against any amounts it may owe to the Contracting Party.

在不影响第20条规定的情况下, 如果承包方不履行、延迟履行或不完全履行第4.4条规定的按时交货义务, STAHL有权立即对承包方收取违约金, 违约金金额每延迟一日按合同价款的0.05%, 除非承包商对该违约不应承担责任。STAHL也可以选择其他的救济措施或者主张赔偿责任。STAHL有权从其应付给承包方的任何金额中抵消该等违约金或赔偿金。

- 4.15. Without prejudice the provisions of article 20, the parties shall consult with each other, when a situation such as the one referred to in article 4.13 arises, if, and if so, in what way, the situation that has arisen may yet be resolved to the satisfaction of STAHL.

在不影响第20条规定的情况下, 如果出现第4.13条所述之情况, 则双方应共同协商, 并以STAHL满意的方式予以解决。

- 4.16. The Contracting Party is not entitled to perform the Agreement in parts, unless agreed otherwise in writing.

除非另有书面约定, 否则承包方不得部分履行协议。

- 4.17. If STAHL requests the Contracting Party to postpone the delivery, the Contracting Party shall for its own account store, preserve, safeguard and insure the items/goods, properly packed, separately and clearly identifiable.

如果STAHL要求承包方延迟交付, 则承包方应自费储存、保存、保管物品/货物并投保, 并妥善包装, 作出单独和清晰标记。

- 4.18. The Contracting Party declares to waive its right to suspend its obligations under the Agreement, as well as its right of retention.

承包方特此声明, 其放弃中止履行协议项下义务的权利, 放弃其在协议项下享有的保留权。

## 5. Transport and risk 运输和风险

- 5.1. If no further instructions have been provided by STAHL, the manner of transport, shipping and the like will be determined by the Contracting Party as a good Contracting Party. The goods must be packed and marked correctly, in accordance with Local and international regulations. STAHL will be entitled to refuse acceptance of a shipment if the packaging fails to meet the conditions of this article 5.1.

如果STAHL未给出其他指示, 则承包方应本着善意确定运输、装运等方式。须按照当地和国际规定适当包装和标记货物。如果包装不符合第5.1条之规定, 则STAHL有权拒收货物。

- 5.2. Transport of items/goods shall be entirely at the Contracting Party's risk until the moment of receipt of the items/goods by STAHL. The Contracting Party shall take out proper insurance against this risk. Transfer takes place through signing of the consignment note by a STAHL employee authorized for that purpose.

在STAHL收到物品/货物之前, 由承包方完全承担物品/货物的运输风险。承包方应就此等风险适当投保。经STAHL授权员工签署托运单后, 风险转移。

- 5.3. Any specific wishes on the part of STAHL regarding transport and/or shipment shall at all times be complied with, without the Contracting Party being entitled to increase its prices or charge extra for this, unless those specific wishes are unreasonable, given the nature and the amount of the extra costs.

承包方应始终遵守STAHL的任何特定运输和/或装运要求, 且其无权就此提高价格或收取额外费用, 除非鉴于额外费用的性质和金额, 此等特定要求不合理。

## 6. Approval, permission 批准和许可

Any approval or permission, implicit or otherwise, granted by STAHL to the Contracting Party shall not release the Contracting Party from its obligations under the Agreement, nor shall it have an effect on the Contracting Party's responsibilities, nor shall it signify any waiver of rights by STAHL.

STAHL对承包方作出的任何暗示或其他形式的批准或许可, 不得免除承包方在协议项下的义务, 亦不得影响承包方的责任, 也不得表示 STAHL 放弃任何权利。

## 7. Payment 付款

- 7.1. Payment will be made within the period specified in the Agreement, but in the event that delivery has been postponed in accordance with article 4.17 within that same period following the time of the actual delivery, all this on the condition that the delivered items and/or the work performed and/or completed meet the specifications as referred to in article 8. In all other cases payment will be made within 60 days from receipt of the invoice at the time provided for in Article 7.2 and provided the items delivered or the work performed and/or completed meet the specifications as referred to in article 8

必须在协议规定的期限内付款; 但若因第4.17条规定而延迟交货, 则应在实际交货后的相应期限内, 在所有已交付物品和/或已实施和/或已完工工作均符合第8条所述条件后, 进行付款。否则, 不论何时, 均应在收到发票后60天内, 按第7.2条规定的时间进行付款, 但前提是: 已交付物品或已实施和/或已完工工作均符合第8条所述条件。

- 7.2. In the event that work is performed, a retention sum of five per cent (5%) of the agreed contract price is at all times withheld.

若涉及提供服务的, 则应始终扣留约定合同价格百分之五(5%)的保留金。

- 7.3. Invalid Invoices will not be considered. The Contracting Party is not entitled to add a so-called late payment surcharge to the invoice.

无效发票将不被接受。承包方无权在发票上增加所谓的滞纳金。

- 7.4. Unless agreed otherwise in writing, payment of an invoice as referred to in 7.1 of this article will be made by transferring the amount due to a bank account or giro account designated by the Contracting Party.

除非另有书面约定, 否则第7.1条所述发票应通过将应付金额转入承包方指定的银行账户或转账账户内, 完成付款。

- 7.5. STAHL is at all times entitled, before payment is made, including in the case of payment upfront or payment in instalments, to demand the furnishing of adequate security, at STAHL's discretion, regarding performance of the Contracting Party's (remaining) obligations. In the event of the Contracting Party refusing to furnish the required security, it shall be in default without notice of default being required, following which STAHL will be entitled to dissolve the Agreement, without prejudice to STAHL's right to demand compensation, including compensation for costs incurred and lost profits

不论何时, STAHL均有权在其履行付款义务前, 依据其自由裁量权, 要求承包方就其(剩余)义务的履行, 提供足够的保证。若承包方拒绝提供所要求的保证, 则应视为违约; 此后, STAHL有权在无需发出违约通知的情况下, 解除协议, 但这并不影响STAHL要求赔偿的权利, 其中包括对已发生成本和利润损失的赔偿。

- 7.6. Without prejudice to the rights, or rights of suspension, to which STAHL is entitled under the law, it will at all times be entitled to suspension, if the Contracting Party fails, or is likely to fail, in the performance of its obligations, regardless as to whether it concerns an attributable failure.

在不损害STAHL依法享有的权利或中止权的情况下, 若承包方未能履行或很可能无法履行其义务, 则不论该未履行是否涉及到任何原因, STAHL均可随时中止履行该协议。

- 7.7. Payment by STAHL shall not discharge the Contracting Party from any warranty or liability arising from the conditions, the Agreement or the law. STAHL's payment should not exempt the Contracting Party from any conditions, agreements or laws and the resulting obligations or liabilities.

STAHL的付款不应以任何方式构成对任何权利的放弃。

- 7.8. Payment by STAHL does not in any way constitute a waiver of any rights.

STAHL的付款不以任何方式构成对任何权利的放弃。

- 7.9. STAHL is at all times, taking into account the requirements for such offset under Chinese Law, entitled to offset the amount of the invoice either in full or in part against any amounts that may be owed to STAHL by the Contracting Party and/or by companies and undertakings affiliated with the Contracting Party. STAHL is furthermore entitled to offset any amounts owed by the Contracting Party to any companies and undertakings affiliated with STAHL against any amounts that may be owed to the Contracting Party by STAHL. To the extent that any permission from the Contracting Party is required, such permission shall be deemed to have been unconditionally and irrevocably granted to STAHL.

不论何时, STAHL均有权根据有关抵消的法律规定, 用承包方和/或承包方关联公司和关联企业欠STAHL的款项, 来全额或部分抵消发票金额。此外, STAHL有权用STAHL可能欠承包方的任何款项, 来抵消承包方欠任何STAHL关联公司和关联企业的款项。若在某种程度上, 需要承包方的任何许可, 则该许可应视为已无条件且不可撤销地授予STAHL。

## 8. Warranties and indemnities 保证和赔偿

- 8.1. Without prejudice to its liability under the Agreement, the Contracting Party shall warrant for a period of twenty-four (24) months from the date of delivery and/or completion that the goods supplied:

在不损害承包方在协议项下责任的情况下, 承包方应保证, 自交货和/或完工之日起二十四(24)个月内, 所提供的货物:

- a. suit the purpose they are intended for, as it is revealed by, or should have been revealed by, the nature of the delivery, and that the goods furthermore have all the characteristics and are of the quality that STAHL may reasonably expect;

符合交货性质的预期目的, 并且同时具备STAHL合理预期的所有特征和质量;

- b. fully comply with and typically meet the requirements as set forth in the product specifications, drawings, samples, orders and/or other requirements specified in the Agreement;

完全遵从并满足产品规范、图纸、样品、订单的要求和/或协议中规定的其他要求;

- c. comply with the applicable requirements under Chinese laws and regulations and those of any other country, as well as with the environmental, safety and quality standards applicable within the sector, all of these as they are in force at the time of the conclusion and the performance of the Agreement; and

遵守在签订和履行协议时有有效的中国法律和法规项下的适用要求、任

何其他国家的适用要求，以及行业内适用的环境、安全和质量标准；以及

- d. are of good quality, properly manufactured and free from defects, including defects in the composition, production, assembly, the design and the materials used and free from construction and manufacturing defects, and that they are in accordance with the agreement;  
质量良好、合理制造且无缺陷，包括在成分、生产、装配、设计和所用材料方面的缺陷，并且没有施工和制造缺陷，同时符合协议要求；
- e. do not infringe the intellectual property rights of third parties.  
不侵犯第三方的知识产权；
- 8.2. The Contracting Party shall furthermore warrant that it will make sure that the persons and servants or agents engaged by it in the performance of the Agreement will act in line with the STAHL Business Partner Code of Conduct, which may be viewed at: <https://www.stahl.com/corporate-responsibility/procurement>.  
承包方同时应保证，其在履行协议期间所雇用的任何人员和雇员或代理人均将按照《STAHL商业伙伴行为准则》行事，该行为准则获取网址：<https://www.stahl.com/corporate-responsibility/procurement>。
- 8.3. The Contracting Party shall indemnify STAHL and hold it harmless from and against all damage, costs or expenses, including, but not limited to, the reasonable costs for engaging the services of advisers such as a legal expert, as a consequence of and/or in relation to the non-performance, late performance or improper performance by the Contracting Party of its obligations under the Agreement.  
针对任何因承包方未履行、延迟履行或不当履行其在本协议项下的义务和/或与之相关事宜而产生的损害、成本或费用（包括但不限于法律专家等顾问聘请服务的合理费用），承包方应向STAHL作出赔偿，从而使其免受该等损害、成本或费用。
- 8.4. Without prejudice to STAHL's other claims, the Contracting Party shall repair all defects to the items/goods and/or the work performed during the warranty period without delay, but no later than within five (5) working days, for and in consultation with STAHL or, at STAHL's discretion, replace the defective items or all or part of the work performed. Following delivery or handing over of the items that have been replaced or repaired, the warranty period for those goods shall commence anew. STAHL reserves the right to inspect the items or the work that have/has in that case been renewed, replaced or improved.  
在不损害STAHL提出其他索赔权利情况下，承包方应在与STAHL协商后的五（5）个工作日内，及时修复保修期内物品/货物和/或工作的所有缺陷，或者按照STAHL依据其自由裁量权作出的决策，更换任何有缺陷的物品或者所有或部分已实施的工作。在交付或移交已更换或修复的物品后，该等货物的保修期应重新开始计算。在此情况下，STAHL保留检查任何已更新、已更换或已改进物品或工作的权利。
- 8.5. The Contracting Party shall bear the full costs of repairing the defects or replacing the items/goods and/or the work performed. Among these shall be the costs of putting the items/goods into service again after having been repaired or replaced. If the items/goods and/or the work form/forms part of a larger project, the costs of putting that larger project into service again shall also be borne by the Contracting Party.  
承包方应承担修复缺陷或更换物品/货物和/或已实施工作的全部费用。其中应包括修复或更换完成后物品/货物重新投入使用的费用。若任何物品/货物和/或工作是较大项目的不可分割的一部分，则该较大项目再次投入使用的费用也应由承包方承担。
- 8.6. As long as the defective items/goods and or the work have/has not been repaired or replaced by the Contracting Party, STAHL will be entitled to wholly or partly suspend payment for these items and to demand alternative and/or additional compensation.  
只要承包方尚未修复或更换任何缺陷物品/货物和/或工作，STAHL就有权全部或部分暂停对该等物品的付款，并要求其他和/或额外赔偿。
- 8.7. If the Contracting Party does not to the satisfaction of STAHL meet its obligations as referred to in article 8.4 within the prescribed period, or if it can reasonably be assumed that the Contracting Party will not, not in time or not properly carry out the repairs or make the replacements concerned, STAHL will be entitled, without prejudice to its other rights, to carry out those repairs or make those replacements itself, or have this done by third parties, at the Contracting Party's expense.  
若承包方未能在规定的期限内履行第8.4条所述的义务，使STAHL满意，或者可以合理假定承包方将无法及时进行相关的修复或更换，或者会以不当方式进行相关的修复或更换，则STAHL将有权在不损害其其他权利的情况下，自行进行修复或更换，或者委托第三方进行修复或更换，相关费用由承包方承担。
9. **Quality, inspection质量、检验**
- 9.1. Any tests, inspections and/or trials of the items/goods and/or the work performed by STAHL or by any persons or bodies designated by it for that purpose, may be performed both prior and during or after the performance of the Agreement.  
STAHL或STAHL为此委托的任何个人或机构对物品/货物和/或工作所展开的任何测试、检验和/或试验，可在协议履行期间或前后进行。
- 9.2. If ISO:9001:2000 certification or similar certification has been obtained by the Contracting Party, the latter shall furthermore grant permission to STAHL to check the Contracting Party's procedures in the field of quality control. The Contracting Party shall do all that is reasonably possible to continue meeting the standards concerned.

若承包方已获得ISO:9001:2000认证或其他类似认证，则承包方应授权STAHL检查承包方在质量控制方面的程序。承包方应尽一切合理努力，始终满足相关标准。

- 9.3. The costs of such tests, inspections and/or trials shall be borne by the Contracting Party.  
此类测试、检验和/或试验的费用应由承包方承担。
- 9.4. Irrespective of any approval being granted, the items/goods and the work performed shall nevertheless remain for the Contracting Party's account and risk. Any inspection or approval shall not release the Contracting Party from any warranty or liability, as arising from the conditions, the Agreement or the law.  
不论作出何种批准，物品/货物和已实施工作均仍由承包方承担费用和风险。任何检验或批准不得免除承包方因任何条件、协议或法律而产生的任何保证或责任。
- 9.5. If the tests, inspections and/or trials carried out prior to, during or after the performance of the Agreement result in a full or partial rejection, STAHL shall inform the Contracting Party of this in writing, or have the Contracting Party informed thereof.  
若协议履行期间或前后所展开的测试、检验和/或试验的结果是全部或部分不合格，STAHL应书面通知承包方，或者以其他方式告知承包方。
- 9.6. In the event of the items/goods and/or the work being rejected during or after delivery and/or after performance of the work, the risk with respect to the rejected items and the work performed shall remain with the Contracting Party.  
若物品/货物和/或工作在交付期间或之后和/或工作实施后被拒收，则与拒收物品和已实施工作相关的风险应由承包方承担。
10. **Confidentiality保密**
- 10.1. The Contracting Party undertakes to maintain confidentiality regarding all confidential information, all business and other information and all data, including commercial and technical data, that have in any way become known to it or been disclosed to it. The Contracting Party shall within the context of the Agreement take all possible precautions for the purpose of protecting the interests of STAHL and its customers.  
承包方承诺对其以任何方式知晓或获得的所有机密信息、所有商业和其他信息以及所有数据（包括商业和技术数据）保密。承包方应在协议范围内，采取一切可能的预防措施，来保护STAHL及其客户的利益。
- 10.2. The information referred to in article 10.1 shall be kept confidential from third parties by the Contracting Party and shall not be disclosed or multiplied, unless written permission to do so has been obtained from STAHL. If for the purpose of performing the Agreement the Contracting Party has to provide the information that has been provided to it to its employees or to agents or other third parties involved in the performance of the Agreement, the Contracting Party shall make sure that its employees and/or these agents or other third parties will observe the duty of confidentiality arising from this Agreement, before taking note of the information made available by STAHL.  
承包商应对第10.1条中所述信息保密，不得让第三方知晓，并且未经STAHL的书面许可，不得披露或复制该等信息。承包方为履行协议而必须向其雇员、代理人或其他参与协议履行的第三方提供其所有信息的，承包方应确保其雇员和/或代理人或其他第三方在获得STAHL提供的信息前，同意履行协议的相关保密职责。
- 10.3. The Contracting Party shall not, without STAHL's prior written permission, give publicity in any form whatsoever to the performance of the Agreement, nor, further thereto, maintain any direct or indirect contacts with STAHL's or the Contracting Party's customers.  
未经STAHL事先书面许可，承包方不得以任何形式公布本协议的履行情况，也不得与STAHL客户或承包方客户保持任何直接或间接联系。
- 10.4. In the event of a breach of the prohibition, order or guarantee set forth in this article, the Contracting Party shall owe STAHL a penalty, due and payable with immediate effect, of RMB ¥1000,000 (in words: one million yuans) for each breach, as well as of RMB ¥100,000 (in words: one hundred thousand yuans) for each day the breach continues, without prejudice to any of STAHL's other rights, including the right to demand alternative and additional compensation.  
在不损害STAHL任何其他权利（包括其他和额外补偿请求的权利）的情况下，若违反本条所述禁令、命令或保证，承包方应向STAHL支付到期立即应付违约金人民币1,000,000（大写：一百万元），违约每多持续一天，多付违约金人民币100,000元（大写：十万元）。
- 10.5. The duty of confidentiality shall remain in force once the agreement has ended.  
保密义务在协议终止后继续有效。
- 10.6. If a separate non-disclosure agreement has been agreed with the Contracting Party, this article 10 will be cancelled and the contents of the separate non-disclosure agreement will enter into force.  
若与承包方已达成了任何其他单独的保密协议，则第10条将废除，而单独的保密协议将生效。
11. **Assignment and outsourcing转让和外包**
- 11.1. The Contracting Party shall neither in whole nor in part assign its rights and obligations under the Agreement to third parties, nor encumber these, without STAHL's prior written permission.  
未经STAHL事先书面许可，承包方不得将其在协议项下的全部或部分权利和义务转让给第三方，也不得对该等权利和义务设置产权负担。
- 11.2. The Contracting Party is not entitled with regard to the performance of its

obligations under the Agreement to wholly or partly put another party in its place or to wholly or partly outsource the delivery and/or the performance of the work to one or more third parties, without STAHL's prior written permission.

未经STAHL事先书面许可, 承包方无权将其在本协议项下的义务履行全部或部分交由另一方完成, 或者将工作交付和/或实施全部或部分外包给一个或多个第三方。

- 11.3. In the event that STAHL grants permission for any of the acts described in article 11.1 and article 11.2 above, it is entitled to grant such permission subject to certain conditions. A full or partial substitution and/or outsourcing shall not affect the Contracting Party's responsibility for the performance of its obligations under the Agreement.

若STAHL需对上述第11.1条和第11.2条所述任何行为授予许可, 则其有权在特定条件下授予此类许可。上述全部或部分转移和/或外包不应影响承包方履行其在本协定项下义务的责任。

- 11.4. In urgent cases and, furthermore, if, following consultations with the Contracting Party, it may reasonably be assumed that the latter cannot and/or will not perform its obligations under the Agreement, or not in time or not properly, STAHL will be entitled to demand that the Contracting Party will outsource all or part of the performance of the Agreement to one or more third parties to be appointed by STAHL, at the Contracting Party's risk and expense. All this does not release the Contracting Party from its obligations under the Agreement.

在紧急情况下, 以及在与承包方协商后, 若可合理假定承包方无法和/或不会履行其在本协议项下的义务, 或者无法及时或会不当履行其义务, 则STAHL有权要求承包方将所有或部分协议履行外包给STAHL指定的任一第三方或多个第三方, 相关风险和费用由承包方承担。所有这些并不免除承包方在协议项下的义务。

## 12. Non-compete clause 竞业禁止条款

- 12.1. Except with the prior written permission from STAHL the Contracting Party shall refrain from either directly or through the intermediary of third parties making any quotes and/or offers to STAHL's customers in connection with the Agreement.

除非STAHL事先书面许可, 否则承包方不得直接或通过第三方中间人, 向STAHL客户进行与协议有关的任何出价和/或报价。

## 13. Aids 辅助工具

- 13.1. All aids, such as drawings, calculations, models, moulds, dies and tools which are provided by STAHL to the Contracting Party for the performance of an Agreement or which the Contracting Party has specifically made, or caused to be made, within the context of the Agreement with STAHL, will under all circumstances remain or become the property of STAHL, regardless as to whether or not payment has been made for these.

STAHL为履行协议而向承包方提供的所有辅助工具(例如图纸、计算书、模型、模具、压铸模和工具)或者承包方在与STAHL签订协议范围内专门制作或安排制作的所有辅助工具, 在任何情况下均为STAHL的财产, 不论是否已就该等工具作出付款。

- 13.2. All aids and all copies manufactured of these must be made available to STAHL or be returned to it as soon as a request to that effect is made.

所有辅助工具和所有制造复制品, 必须在提出相关提供和退还请求后, 立即提供和退还给STAHL。

- 13.3. As long as the aids are in the possession of the Contracting Party, these must be provided by the Contracting Party with an indelible mark, by which they are identified as the property of STAHL. The Contracting Party shall point out STAHL's right of ownership to any third parties wishing to seek recovery from these aids.

只要承包方持有辅助工具, 承包方就必须为该等辅助工具提供不可磨灭的标记, 并通过该标记确定为STAHL的财产。承包方应向任何意图从辅助工具中寻求追偿的第三方, 指出STAHL的所有权。

- 13.4. The Contracting Party shall use the aids referred to in this article for the sole purpose of carrying out deliveries and performing work for the benefit of STAHL and shall not show these to, or use them for the benefit of, third parties, unless STAHL has granted its express written permission to do so. The Contracting Party shall bear the risk of loss or damage and is under an obligation to take out insurance for them for its own account.

除非STAHL提供明确的书面许可, 否则承包方应只能在考虑STAHL利益基础上, 为交货和工作实施, 使用本条所述的辅助工具, 且不得向任何第三方展示或为第三方利益而使用该等辅助工具。承包方应承担损失或损害风险, 并有义务自行为其投保。

## 14. Liability 责任

- 14.1. The Contracting Party will be in substantial breach of contract towards STAHL if the items delivered and/or the work performed fail to meet the agreed specifications and warranties; or if in the performance of the work, the Contracting Party acts in a manner which a good contracting party, equipped with normal professional know-how and acting with due care, could have and should have avoided or, after having been declared in default in writing by STAHL, does not remedy the breach within a reasonable time limit set by STAHL.

如果承包方交付的物品和/或实施的工作不符合约定的规范和保证, 并且在实施工作过程中, 其行为方式违背了一个具备正常专业知识且谨慎行事的合格承包商本且本应避免上述不符合情况发生的方式, 或者在STAHL书

面宣告其违约后, 未在STAHL规定的合理期限内对此采取补救措施的, 将视为重大违约。

- 14.2. The Contracting Party shall be liable for all direct and/or indirect damage suffered by STAHL or any third parties as a result of a breach of contract or an unlawful act on the part of the Contracting Party, its employees or those involved by it in the performance of the Agreement.

因承包方、其雇员或参与履行协议的人员违反合同或违法行为而使STAHL或任何第三方遭受直接和/或间接损失的, 承包方应负全责。

- 14.3. The Contracting Party shall indemnify STAHL and hold that party harmless from and against all claims from third parties for compensation of any damage suffered, including penalties, and shall on STAHL's request effect a settlement with those third parties or defend itself in court against claims such as the ones referred to above, instead of or jointly with STAHL – all this at STAHL's discretion.

承包方应赔偿并使STAHL免受第三方针对任何损害赔偿(包括处罚)而提出的所有索赔, 并应按照STAHL的要求与该等第三方达成和解或在法庭上就上述索赔进行辩护, 而不牵涉到STAHL或与Stahl共同应诉(由STAHL自行决定)。

- 14.4. For the purpose of this article staff and agents of STAHL are also regarded as third parties.

就本条而言, STAHL的员工及代理人也被视为第三方。

- 14.5. The Contracting Party shall at its own expense take out adequate insurance against the liability as referred to in this article, in such a way that any damage suffered by STAHL as a result of the acts and omissions on the part of the Contracting Party and/or third parties engaged by it will be covered. If STAHL should so require, the Contracting Party shall allow STAHL to inspect the relevant insurance policy documents. In those policy documents STAHL must be listed as the co-insured in relation to the Agreement. The liability insurance taken out by the Contracting Party does not alter its liability under the Agreement or the law.

承包方应自行承担费用为本条所指的责任投保, 投保范围应涵盖因承包方和/或其雇用的第三方的作为和不作为而使STAHL遭受的所有损害。若STAHL要求, 承包方应允许STAHL查阅相关的保单文件。在保单文件中, STAHL必须被列为与协议有关的共同被保险人。承包方投保的责任保险, 不改变其在协议项下或法律规定的责任。

## 15. Hardship clause 履行困难条款

- 15.1. If an event occurs outside the control of STAHL (i) as a result of which performance on the part of STAHL of its obligation(s) is delayed, interfered with or made impossible, and if at that time STAHL had not already failed to perform that obligation or those obligations, or if an event occurs outside the control of STAHL (ii) that, in STAHL's view, has a material and far-reaching effect on its economic position, as a result of which, in STAHL's view, performing the Agreement puts it under a disproportionately heavy burden (hereinafter: a 'Circumstance'), including, but not limited to:

如果发生了STAHL无法控制的事件, (1)导致STAHL延迟或无法履行其义务, 并且如果在事件发生时STAHL还可以履行该等义务, 或者如果发生了STAHL无法控制的事件, (2)在STAHL看来, 对其经济状况产生了重大而深远的影响, 使其履行协议变得困难(以下简称“情况”), 包括但不限于:

- a worldwide Economic Crisis (as defined in 15.3 below);  
全球经济危机(定义见下文15.3);
- a specific disruption in any of STAHL's major (sales) markets;  
STAHL的任何主要(销售)市场受到了特定扰乱;
- the cancellation by STAHL's customer of STAHL's sales order, which the items to be delivered and/or the work to be performed by the Contracting Party were intended to be used for by STAHL;  
STAHL的客户取消了STAHL的销售订单, 其中承包方即将交付给STAHL的物品和/或即将完成的工作本打算供STAHL使用的;
- strikes, natural disasters, epidemics, war, terrorist attacks, disruptions in internet connectivity, the supply of energy and/or the supply of water;  
罢工、自然灾害、流行病、战争、恐怖袭击、互联网连接中断、能源供应和/或供水中断;
- a national or international prohibition or other mandatory rule or statutory limitation imposed by the authorities or other bodies on STAHL or on customers in its markets, which either in whole or in part prevent and/or hamper the sale and/or delivery by STAHL of its goods in the market, or which have a disproportionately adverse effect on STAHL's activities;  
政府当局或其他机构对STAHL或其市场客户实施了国家或国际禁令或者其他强制性规则或法定限制, 整体或部分阻碍和/或妨碍了STAHL在市场上销售和/或交付货物, 或者对STAHL的活动造成了一定的不利影响;

STAHL will be entitled to renegotiate the Agreement, without prejudice to any of its other rights arising from the Agreement or the law, while the Contracting Party will be obliged to give its best efforts to reach agreement on amending and/or replacing the terms of the Agreement. During a Circumstance STAHL shall not be liable for any damage and/or costs resulting from the non-performance, the late performance or the incomplete performance of its obligation(s) under the Agreement.

在不影响STAHL所享有的协议或法律规定的其他权利的情况下, STAHL有权就协议进行重新商议, 而承包方须尽其最大努力就修改和/或替换协议条

款达成一致。如果发生上述任一种情况,致使STAHL不履行、延迟履行或不完全履行其在协议项下的义务而造成的任何损害和/或费用, STAHL不承担任何责任。

**15.2.** STAHL shall without delay notify the Contracting Party as soon as a Circumstance occurs and, where appropriate, submit a request for renegotiations as referred to in 15.1 above (hereinafter: **'Notification'**). 一旦发生上述情况, STAHL应立即通知承包方,并在适当情况下,提交上文第15.1条所述的重新商议请求(以下简称“**通知**”)。

**15.3.** A global economic crisis (hereinafter: **'Economic Crisis'**) means an expected drop in any calendar year or three per cent (3%) or more of the annual, total, percentage 'Real GDP World growth', as published by the World Bank, in the calendar year of the Notification. The Economic Crisis is deemed to have ended when the Real GDP World growth is equal to or exceeds 0%.

全球经济危机(以下简称“**经济危机**”)是指在任何日历年度的预期衰退,或者在通知的日历年度,世界银行公布:“全球实际GDP增长率”的年度总百分比下降百分之三(3%)或以上。当全球实际GDP增长率等于或超过0%时,视为经济危机结束。

**15.4.** Without prejudice to the provisions of the preceding full sentence, STAHL will be entitled to dissolve the Agreement if (i) in STAHL's view, it is to be expected that the Circumstance will not end within a period of six (6) months following the Notification or if (ii) STAHL and the Contracting Party fail to reach agreement within a period of sixty (60) days following the Notification about amending and/or replacing the terms of the Agreement.

在不影响上述整条规定的情况下,如果(i) STAHL认为,预计情况在通知后的六(6)个月内不会结束,或者(ii) STAHL和承包方未能在通知后的六十(60)天内就修改和/或替换协议条款事项达成一致, STAHL将有权解除协议。

## **16. Termination and dissolution终止和解除**

**16.1.** An Agreement which (also) includes the performance of contracted and/or subcontracted work may not be terminated prematurely by the Contracting Party, unless with STAHL's prior, written permission. The Contracting Party will in that case be under an obligation to as much as possible limit the damage caused to STAHL as a result of such premature termination.

未经STAHL事先书面同意,承包方不得提前终止(也)包括履行合同和/或分包工作的协议。如果承包方提前终止协议,应尽可能减少因此对STAHL造成的损害。

**16.2.** If the Contracting Party fails in the performance of the Agreement between the parties, by not performing one or more of its obligations under the Agreement or other agreements arising from it, or not in time, or not properly, as well as in the case of (an application for) bankruptcy or a suspension of payments, and in the case of a shutdown, liquidation, dissolution, cessation or takeover or any similar condition regarding the business of the Contracting Party, or if all or part of its assets are seized, before judgment and otherwise, it will be in default by operation of law, after which STAHL will be entitled, without any further notice of default being required and without any intervention by the court, to unilaterally terminate all or part of the Agreement, by means of a written notification addressed to the Contracting Party. In that case STAHL will also be entitled to suspend its obligations and/or to instruct third parties to perform all or part of the Agreement, without STAHL being obliged to pay any compensation and without prejudice to any of its further rights, including its right to demand full compensation for damage, costs and interest.

如果承包方因不履行或不及时履行或不恰当履行协议下的一项或多项义务或与之相关的其他约定,并且发生(申请)破产或暂停付款,以及停产、清算、解散、停业或接管或承包方业务相关的任何类似情况,而未能履行双方达成的协议,或者其全部或部分资产在判决前或其他情况下被扣押,则根据法律规定,其视为违约, STAHL将有权以书面形式通知承包方单方面终止全部或部分协议,无需通知违约情况和采取法院干预。在这种情况下, STAHL还有权中止其义务和/或指示第三方履行全部或部分协议,而不承担任何赔偿,也不影响其任何进一步的权利,包括要求对损害、成本费用和利息进行全额赔偿的权利。

**16.3.** All amounts owed to STAHL by the Contracting Party, both now and in the future, shall be due and payable with immediate effect and in full, without reduction or setoff.

承包方欠STAHL的所有款项(包括现在和将来)应立即全额到期应付,不得扣减或抵销。

**16.4.** If the Contracting Party is declared bankrupt, STAHL will also be authorized to demand that the trustee state within a reasonable period if he or she is prepared to continue the Agreement, while furnishing security for the proper performance of the Agreement. If the trustee does not within the period stipulated state that he or she is prepared to continue the Agreement, the trustee in his or her turn cannot demand performance of the Agreement either. In the event that a suspension of payments is granted to the Contracting Party, the provisions of this paragraph apply by analogy, with the proviso that "the trustee" is replaced by "the Contracting Party and the administrator".

如果承包方宣告破产, STAHL将有权要求受托人在合理的期限内说明他或她是否愿意继续履行协议,同时提供适当的履约担保。受托人在规定的期限内未表示愿意继续履行协议的,也不能反过来要求履行协议。在准许承包方暂停付款的情况下,本款的规定同样适用,但“受托人”应改为“承包方及管理人”。

## **17. Industrial and intellectual property工业和知识产权**

**17.1.** Unless agreed otherwise in writing, STAHL shall retain or acquire ownership of the copyrights, as well as of all other rights of intellectual or industrial property with respect to all items/goods and services developed and/or supplied by virtue of the Agreement, including any designs, sketches, images, drawings, models, software and offers, as well as the corresponding preparatory design material. These items, services and documents shall remain or become the property of STAHL and must not be copied, disclosed to third parties, altered, multiplied or used in any other way without its express consent, on pain of a penalty to be paid to STAHL of RMB ¥1, 000,000 (in words: one million yuan) for each violation of this prohibition.

除非另有书面约定, STAHL应保留或取得根据协议开发和/或提供的所有物品/货物和服务的版权以及所有其他知识产权或工业产权的所有权,包括设计、草图、图像、图纸、模型、软件和报价,以及相应的初步设计资料。此类物品、服务和文件应归STAHL所有,未经其明确同意,不得复制、披露给第三方、更改、复印或以任何其他方式使用,承包方每次违反将支付违约金人民币100万元(大写:人民币一百万元)。

**17.2.** To the extent that the intellectual property rights as referred to in 10.1 cannot be transferred and/or such transfer or delivery could not take place, or not in full, for any other reason, the Contracting Party undertakes to render all possible assistance in order to have the envisaged transfer and delivery take place after all.

如果第10.1条所述的知识产权禁止转让,或由于其他原因不能转让的,承包方特此授予此类知识产权相关的全球性、独占性、可分许可和永久性的许可或使用权(视情况而定)。

**17.3.** The Contracting Party warrants that the use, including the resale, of the items/goods delivered by it or the aids purchased or manufactured by it for the benefit of STAHL, do not constitute a breach of any patent rights, trade mark rights, design rights, copyrights or other rights of third parties. 承包方保证,为STAHL之利益而使用(包括转售)其交付的物品/货物或购买或制造的辅助工具,不构成对第三方的任何专利权、商标权、设计权、版权或其他权利的侵犯。

**17.4.** To the extent that it should appear that the intellectual property rights as referred to in 10.1 may not be transferred, or transfer should prove impossible for another reason, the Contracting Party hereby grants a worldwide, exclusive, sublicensable and perpetual licence or right of use, as the case may be, in relation to these intellectual property rights.

如果第10.1条所述的知识产权似乎不可转让,或由于其他原因不能转让的,承包方特此授予此类知识产权相关的全球性、独占性、可分许可和永久性的许可或使用权(视情况而定)。

**17.5.** To the extent permitted, the Contracting Party waives its personality rights as referred to the Copyright Act which are attached to, are contained in or arise from, the items, services and documents referred to in 10.1, while the Contracting Party shall furthermore waive its powers arising from the provisions of the Copyright Act.

在允许的范围内,承包方放弃《著作权法》提及的与第10.1条所述物品、服务和文件有关的或由其产生的人格权,同时还应放弃其根据《著作权法》享有的其他权利。

**17.6.** The Contracting Party shall furthermore indemnify STAHL and hold that party harmless from and against any claims arising from the rights referred to in 10.3 and shall compensate STAHL for all damage resulting from any breach, including the cost of legal assistance incurred by STAHL.

承包方还应赔偿并使STAHL免受因第10.3条所述权利而产生的任何索赔,并赔偿STAHL因违约而遭受的所有损害,包括由此支出的各项法律费用。

## **18. Privacy隐私条款**

**18.1.** If in the performance of the Agreement personal data are processed by the Contracting Party, these must be processed properly and carefully and in accordance only with the laws and regulations applicable at that moment in the field of data protection, including in any case the General Data Protection Regulation (EU) 2016/679.

承包方在履约过程中对个人资料进行处理的,必须按照当时与资料保护有关的适用法律法规(包括欧盟第2016/679号条例《通用数据保护条例》)进行恰当、谨慎处理。

**18.2.** Any personal data which are obtained by the Contracting Party within the context of the Agreement shall not be used for the Contracting Party's own purposes, nor for any purposes other than, or extending beyond, what is reasonably necessary in order to give effect to the Agreement, unless prior written permission for this has been given by STAHL.

未经STAHL事先书面许可,承包方不得将其在协议范围内获取的任何个人资料用于私人目的,也不得用于除履行协议以外的其他任何目的。

**18.3.** If the Contracting Party acts in breach of this article and/or the relevant laws and regulations in the field of data protection, the Contracting Party shall indemnify STAHL hold that party harmless from and against any claims from third parties.

如果承包方违反本条规定和/或与数据保护相关的法律法规,承包方应赔偿并使STAHL免受第三方提出的任何索赔。

## **19. Applicable law and disputes适用法律和争议**

**19.1.** All offers, quotes, the Agreement and all agreements arising from it are exclusively governed by the law of People's Republic of China, to the exclusion of the Vienna Sales Convention of 1980 ('Convention on the International Sale of Goods 1980').

所有要约、报价、协议及由此产生的所有约定均受中国法律管辖。1980年《维也纳销售合同公约》(“1980年《国际货物销售合同公约》”)不予适用。

- 19.2. All disputes, including those which are regarded as such by one of the parties only, arising from or in connection with the Agreement to which these General Purchase Conditions apply, or the conditions in question themselves and their interpretation or implementation, both in fact and in law, shall be settled by the civil court of competent jurisdiction in Suzhou, China, except to the extent that such is prevented by rules of mandatory law and without prejudice to STAHL's right to submit a dispute to another court.

所有争议, 包括仅由一方认为的、因本通用采购条款适用的协议产生或与之相关的争议, 或与相关条款本身及其解释或实施有关的争议(无论事实上还是法律上), 应由位于中国苏州具有管辖权的民事法院解决但强制性法律规则禁止的情况除外,且上述约定不影响STAHL将争议提请另一家法院解决的权利。

#### (Sub) contracting / Contract 承包(分包)/合同

#### 20. Obligations Contracting Party 承包方义务

- 20.1. The Contracting Party declares having obtained all certificates, permits and approvals required by law and (if applicable) under the regulations applicable in the sector for the performance of the work. Copies of these shall be provided to STAHL on request.

承包方声明已获得本行业适用法律和法规(如适用)规定履行工作所需的所有证书、许可证和批准。应根据要求向STAHL提供这些证书、许可证和批准的副本。

- 20.2. The Contracting Party is obliged to comply with all regulations of the labor law, taxes act with regard to vicarious tax liability and recipients' liability, 承包方有义务遵守劳动法、涉及替代纳税义务和收款人义务的税法。

- 20.3. In the event that the Contracting Party has not, or not yet, performed its obligations arising from articles 7.1, 7.2 and 7.3 of these General Purchase Conditions, STAHL will not be obliged to effect payment until it has received the missing information and processed this information in its records and /or until the Contracting Party has performed its other obligations, if any. The Contracting Party shall indemnify STAHL and hold that party harmless from and against any penalties and/or sanctions and/or claims for damages (such as loss of income or claims from commissioning parties, employees and/or third parties) on account of a breach of the obligations and/or statutory provisions set forth in articles 7.1, 7.2 and 7.3 of these General Purchase Conditions. STAHL may seek recovery from the Contracting Party for the full amount, plus the statutory interest from the date of payment by STAHL.

若承包方尚未履行通用采购条款第7.1条、第7.2条和第7.3条规定的义务, 则在收到缺失信息并对记录中的该等信息进行处理之前, 且/或在承包方履行其它义务(如有)之前, STAHL没有义务付款。若违反了本通用采购条款第7.1条、第7.2条和第7.3条规定的义务和/或法律规定, 则承包方应对STAHL进行相应赔偿, 并使其免受任何处罚和/或制裁和/或损害赔偿(例如收入损失或委托方、员工和/或第三方提出的索赔)。STAHL可要求承包方支付全部赔偿金额以及自STAHL付款日期起的法定利息。

- 20.4. If the Contracting Party and/or the third parties whose services have been engaged by it are no longer able to meet their obligations under the law, the Contracting Party shall notify STAHL of this within three working days from the moment the inability to pay arose, failing which the Contracting Party will be in default towards STAHL by operation of law, in which case STAHL will be entitled, without any notice of default or court intervention being required, to dissolve the Agreement either in whole or in part, without prejudice to its right to demand compensation for the damage suffered.

若承包方和/或经承包方雇佣提供服务的第三方无法再履行法律规定义务, 则承包方应在无力支付之日起三个工作日内通知STAHL, 否则, 根据法律, 承包方将对STAHL构成违约。在此情形下, STAHL将有权解除全部或部分协议, 无需通知违约情况和采取法院干预, 且不影响其要求提供损害赔偿金的权利。

- 20.5. The Contracting Party is obliged to notify STAHL without delay in writing, if any information, data, time frames, schedules, working procedures, instructions and the like, provided by or on behalf of STAHL, or decisions made by or on behalf of STAHL, contain errors or defects or when it suspects the presence of such errors or defects. If the Contracting Party fails to send the written notification referred to in the previous full sentence, it shall be liable for the harmful consequences of its failure to act.

若STAHL或其代表提供的任何信息、数据、时段、计划表、工作程序、指示等或者做出的任何决定包含任何错误或缺陷, 或者承包方怀疑其中存在此等错误或缺陷, 则承包方有义务立即以书面形式通知STAHL。如果承包方未能发出上句所述的书面通知, 则承包方负责承担因此造成的不良后果。

#### 21. Organisation of the work, health and safety and the environment

##### 工作、健康、安全和环境组织

- 21.1. The Contracting Party is obliged to observe the orders and instructions provided by STAHL, the government regulations and the instructions provided by the public authorities.

承包方有义务遵守STAHL提供的命令和指示, 以及政府当局提供的政府法规和指示。

- 21.2. The Contracting Party shall make sure that its employees, as well as the agents and suppliers engaged by it, observe STAHL's Safety, Health and Environment (SHE) policy (Veiligheid, Gezondheid en Milieu (VGM)-beleid).

承包方应保证其员工及其雇佣的代理和供应商遵守STAHL的安全、健康和环境(SHE)政策(Veiligheid, Gezondheid en Milieu (VGM)-beleid)。

- 21.3. STAHL is entitled to deny the Contracting Party's employees access to the project or to remove them, or have them removed, for example due to their unsuitability, the fact that they act in breach of the health and safety and/or environmental regulations, absence of the required certificates and permits, breach of the peace, misbehaviour etc., without any further compensation being due for any damage suffered by the Contracting Party as a result thereof.

STAHL有权拒绝承包方员工参与该项目, 或者因承包方员工不称职、违反健康和安全和/或环境法规、未能出示要求的证书和许可证、妨害治安或不正当举止等将承包方员工从该项目中撤职, 且无需对因此给承包方造成的任何损害做进一步赔偿。

- 21.4. The work and rest hours at the project and the days of rest, public holidays, days' holiday or other days-off recognized nationally or at the location of the project, as prescribed by the public authorities or the collective bargaining agreement, shall also apply to the Contracting Party and its employees involved in the activities carried out at the project site. STAHL shall not be held liable for any damage suffered by the Contracting Party as a result of the above, which also applies if, as a result of a strike or other circumstances occurring at STAHL, the Contracting Party or third parties, it becomes impossible to make use of the Contracting Party's services.

政府当局或劳资协议规定的项目相关工作和休息时间以及全国公认或项目所在地适用的休息日、公共假日、多日假期或其它休息日应同样适用于承包方及其参与项目现场活动的员工。STAHL不承担因上述原因给承包方造成的任何损害; 在由于STAHL、承包方或第三方发生罢工或其它情形而导致无法采用承包方所提供服时, 此规定也适用。

- 21.5. The Contracting Party shall provide its employees with proper personal protective equipment and ensure the (correct) use of such equipment. The Contracting Party shall make sure that its employees have read the locally applicable environmental and safety regulations and that they will comply with these. All risks and costs arising from this shall be borne by the Contracting Party.

承包方向其员工提供适当的个人防护设备并确保(正确)使用这类设备。承包方应保证其员工已阅读本地适用的环境和安全法规, 且员工将遵守这些法规。因此产生的全部风险和成本应由承包方承担。

- 21.6. In the event that equipment subject to compulsory insurance is used by the Contracting Party for the purpose of carrying out work at the location of the project, the Contracting Party shall make sure that such equipment has been adequately insured against the risks of traffic and work-related damage. Where such equipment is leased by the Contracting Party, it shall make sure that adequate insurance has been taken out for it.

若承包方为在项目所在地开展工作而采用了要求缴纳强制性保险的设备, 则承包方应保证已对这类设备进行充分投保, 足以防范交通和工伤风险。承包方租用这类设备的, 则承包方应保证已为这类设备购买了充分的保险。

- 21.7. The required approved materials such as scaffolding, cherry-pickers, lifting equipment and small equipment, such as hand tools, measuring devices, wheeled scaffolding, ladders and steps etc., shall be provided by the Contracting Party and must be included in the total price.

须经批准的材料, 例如脚手架、车载升降台、起重设备和小型设备(例如手动工具、测量装置、轮式脚手架、梯子和踏板等)应由承包方提供, 且由此产生的成本必须包含在总价中。

- 21.8. The Contracting Party is obliged to take such measures as will prevent any contamination of the soil or environmental damage from occurring during the transport of equipment and/or materials. If contamination of the soil or environmental damage should nevertheless occur, the Contracting Party shall at once take appropriate measures and report the contamination to STAHL and return the soil to its original state at the Contracting Party's expense.

承包方有义务采取措施, 防止在设备和/或材料运输期间发生土壤污染或环境破坏。如果仍然发生了土壤污染或环境破坏, 则承包方应立即采取相应的措施并将污染情况报告给STAHL, 并使土壤恢复原状, 由此产生的费用应由承包方承担。

- 21.9. The Contracting Party shall be liable towards STAHL for all damage resulting from its acts or omissions in breach of the provisions of this article 21 and shall indemnify STAHL and hold that party harmless from and against any claims from third parties in this regard.

承包方应对因违反第21条规定的作为或不作为造成的所有损害对STAHL承担相应责任, 且应对STAHL进行赔偿, 并使其免于承担第三方就此提出的任何索赔。

#### 22. Additional work 额外工作

- 22.1. Any additional work shall be carried out only after written instructions to do so have been provided by an authorized representative of STAHL. Only work commissioned by an authorized representative will be paid for by STAHL.

只有在STAHL的授权代表给出书面指示后才能进行任何的额外工作。STAHL将仅支付授权代表委托进行的工作产生的费用。

- 22.2. The following shall not be regarded as additional work or extra work and

be paid for by STAHL in any case: work that should reasonably be regarded as forming part of the activities carried out for the purpose of being able to complete the project in accordance with the nature and the objective of the contract and the requirements laid down for sound work. 不得将下列工作视为额外工作，且在任何情形下，应由STAHL支付下列工作产生的费用：为了能够根据合同性质和目的以及合理的工作要求完成项目，而应合理视为所开展活动一部分的工作。

**23. Performance by third parties, hiring of employees 第三方绩效和员工雇佣**

**23.1.** If the Contracting Party, after having obtained permission from STAHL in accordance with article 11.2, transfers or outsources all or part of the work to a third party, it shall at once draw up a written Agreement to provide for this. The terms of that Agreement must correspond with the agreement that was concluded by STAHL and the Contracting Party regarding the work, with the Contracting Party and the third party by analogy adopting the position, or legal position, of STAHL and the Contracting Party respectively.

如果承包方在根据第11.2条从STAHL处获得相应许可后，将全部或部分工

作转让或外包给第三方，则承包方应立即起草一份书面协议，对此做出相应规定。协议条款必须与STAHL和承包方订立的工作协议一致，前提是承包方和第三方分别用类推方法采取STAHL和承包方的相应立场和法律立场。

**23.2.** Transfer/outsourcing of the work shall not alter the Contracting Party's obligations towards STAHL under the Agreement.

工作转让或外包不得改变协议项下承包方对STAHL承担的义务。

**23.3.** Without prejudice to the provisions of articles 20.1 and 20.2 the Contracting Party shall not be entitled to make use of any workers made available to it, if no prior permission to do so has been obtained from STAHL. In the event that work is outsourced or workers are hired as set forth above, the Contracting Party shall comply with the administrative regulations from the applicable statutory regimes governing recipients' liability, vicarious tax liability and clients' liability.

在不影响第20.1条、第20.2条规定的情形下，未经STAHL事先同意，承包方无权利用向其提供的任何工人。若按照上述规定将工作外包或雇佣工人，则承包方应遵守接收人的责任、替代纳税义务和客户责任相关适用法定制度中的行政法规。