



## General Terms and Conditions for Services Purchase by Chinese Körber Group Companies

柯尔柏集团中国公司服务采购通用条款条件（2018年10月）

### 1. 陈述和保证

#### REPRESENTATIONS AND WARRANTIES

1.1. 柯尔柏集团下属各个依中华人民共和国法律合法成立并有效存续的公司(以下简称“【柯尔柏】”)与供应商在此向对方陈述并保证如下:

Every company of the Körber Group duly registered and validly existing under the laws of the People's Republic of China (hereinafter referred to as “[KÖRBER]”) and Supplier hereby represent and warrant to each other that:

a) 其是一家根据其注册地法律合法成立并有效存续的公司;

it is a company duly registered and validly existing under the laws of the jurisdiction where it is registered;

b) 其是能够独立提起诉讼、仲裁并可与其它任何方建立、变更或终止合同关系;

it is capable of independently suing, arbitration and entering into, altering or termination of contractual relationship binding on itself with any other party;

c) 其已完成或取得签署和履行本协议所有必要的和适用的公司内部授权程序、政府许可和批准或第三方同意(特别是, 供应商具备中国法律法规要求的符合其经营范围的相应资质, 并应向【柯尔柏】提交相应的证明文件; 如果供应商从下级供应商处采购服务, 则供应商应确保该等下级供应商也具备中国法律法规要求的符合其经营范围的相应资质, 并应向【柯尔柏】提交相应的证明文件;

it has taken all corporate actions and has obtained all government consents and approvals or third party consents, to the extent applicable, for its execution and performance of this Agreement (particularly, Supplier shall obtain certifications in relevant business scope required by Chinese law and regulation and shall submit corresponding documentary evidence to [KÖRBER]; in case Supplier purchases Services from sub-suppliers, Supplier shall ensure such sub-suppliers also obtain certifications in relevant business scope required by Chinese law and regulation and shall submit corresponding documentary evidence to [KÖRBER]);

d) 其签署和履行本协议不违反任何适用的法律、其公司规章制度或其作为合同一方或受其约束的任何合同;

its execution and performance of this Agreement does not and will not violate any applicable laws, its company regulation, or any agreement to which it is a party or is binding by.

#### 1.2. 服务及经营资质

Service and business qualification

a) 就服务而言, 供应商承诺其所提供的服务遵守中国法律法规, 不侵犯【柯尔柏】或任何第三方的合法权益。

For service, Supplier warrants that the service it provides complies with laws of PRC and does not infringe any legitimate rights or interests of [KÖRBER] or any third party.

b) 供应商应根据【柯尔柏】要求, 将证明企业资质的相关必要证件、证书的复印件提供给【柯尔柏】, 包括不限于营业执照、税务登记证、财务证书和其他必要文件。

Supplier shall handover copies of all relevant documents or qualifications to [KÖRBER] including but not limited to business license, tax registration, franchise license, qualification and other necessary certificates, if requested by [KÖRBER].

1.3. 本通用条款为【柯尔柏】与供应商之间唯一的服务采购的通用条款, 适用于供应商向【柯尔柏】提供的所有服务, 以及【柯尔柏】与供应商之间的现在与将来的所有服务合同及相应附件。

This General Terms and Conditions is the only general terms and conditions by and between [KÖRBER] and Supplier, covering all the Services supplied by Supplier to [KÖRBER] and furthermore, covering all current and future Service Contract as well as corresponding attachment(s) by and between [KÖRBER] and Supplier.

1.4. 本通用条款、服务合同及其相应附件, 合称为“本协议”。

【柯尔柏】与供应商, 合称为“双方”。

This General Terms and Conditions, Service Contract and corresponding attachment(s) are collectively referred as “this Agreement”.



[KÖRBER] and Supplier are collectively referred as "Parties".

## 2. 提供服务

### PROVISION OF SERVICE

- 2.1. 供应商应严格按照服务合同中规定的时间或时间表提供服务或交付服务成果。

Supplier shall provide the Services or deliver Service Result in strict adherence to the date or schedules set forth in this Service Contract.

- 2.2. 若供应商非因【柯尔柏】原因未能于约定日期提供服务或交付服务成果(不可抗力引起的延迟除外), 供应商同意, 每延迟一周(不足一周的以一周计算), 向买方交纳服务的服务费总额的百分之一(1%)的违约金, 直至全部义务履行完毕。

并且在该等情况下, 供应商应在可行的最短时间内就延迟提供服务及其原因通知【柯尔柏】, 【柯尔柏】可以自行决定接受修改的时间表, 或者解除服务合同及相应的交易行为。供应商将负责赔偿【柯尔柏】因该等延迟和解除而遭受的相应损失;

If Supplier fails to provide the Services or deliver Service Result on the agreed delivery dates due to any reason not attributable to [KÖRBER] (force majeure delays excluded), Supplier agrees to pay to [KÖRBER] liquidated damages in the amount of one percent (1%) of the total service fees payable for the Services, as the case may be, per week (delay term less than one week shall be deemed as one week), in the event of late delivery of Services until the completion of all the obligation of Supplier.

Furthermore, in that event, Supplier shall inform [KÖRBER], as soon as practicable, of any delay in provision of service and the reason therefore. [KÖRBER] may, in its sole discretion, either accept a revised delivery schedule, or rescind Service Contract and corresponding business. Supplier will be liable for corresponding damages caused to [KÖRBER] as a result of such delay and rescission.

- 2.3. 在【柯尔柏】因上述原因解除了服务合同及相应的交易行为, 并选择第三方提供的服务, 供应商应承担因此相应的差价以及【柯尔柏】为了选择第三方而支付的合理费用。

In case the Service Contract and corresponding business are rescinded for the by [KÖRBER] who then purchases services from a third party, Supplier shall bear the relevant difference and

pay the reasonable additional costs of choosing the third party paid by [KÖRBER].

- 2.4. 供应商提供的所有服务严格符合服务合同的约定, 如在确定的地点履行。若供应商违反服务合同的约定, 供应商除应承担服务合同项下其应承担的其他义务和责任外, 还应承担在正确地点重新提供服务所产生的全部额外费用。

All Services provided by Supplier shall be strictly conformed with the stipulated clause in the Service Contract. For example, services shall be delivered at the place specified in the Service Contract. If the Supplier is in breach of the Service Contract, the Supplier shall be responsible for all additional cost of providing the Service to the right place in addition to other obligations and liabilities hereunder.

- 2.5. 供应商在进厂施工、安装设备、提供服务的过程中, 应保持现场整洁、卫生, 及时清除或统一管理因施工、安装、服务而产生的废料、垃圾、尘土、污水、污渍等。

在施工、安装、服务后, 供应商应立即清理现场, 并将上述废料、垃圾、尘土、污水等带离【柯尔柏】。

In case that Supplier needs to enter [KÖRBER] premises for construction, installation of equipment or providing service, Supplier shall keep working field clean, tidy and hygienic. Furthermore, Supplier shall remove or appropriately manage the scrap, rubbish, dust, sewage or stain caused by such construction, installation or service in time.

After construction, installation or service, Supplier shall clear working field immediately and clear away the aforementioned scrap, rubbish, dust or sewage from [KÖRBER].

## 3. 服务质量担保

### SERVICE QUALITY ASSURANCE AND WARRANTY

- 3.1. 供应商担保, 所有服务合同下提供的服务应当完全符合采购协议中的要求和标准。【柯尔柏】的检查、接受和付款并不免除供应商承担上述质量担保义务。

Supplier warrants all Service furnished shall be fully in compliance with the Service Contract. Supplier will not be relieved from the aforementioned assurance and warranties by inspection, acceptance, and payment of [KÖRBER].

- 3.2. 【柯尔柏】可以在任何时候就本协议中约定的服务要求和标准提出偏离; 如果该等偏离经供应商确认, 则对双方均有约束力。



[KÖRBER] may request deviations from the “requirements, and standards” of Services described in this Agreement from time to time; and if such deviations are confirmed by Supplier, the deviations shall be binding on both Parties.

- 3.3. 在不影响【柯尔柏】可以向供应商主张的任何其它权利的情况下，如果服务不符合服务合同的条款和条件或上述质量担保，【柯尔柏】有权在供应商完成服务后的合理时间内：

Without prejudice to [KÖRBER]’s other rights against the Supplier, if the Services fail to conform to the terms and conditions of the Service or the above quality assurance, [KÖRBER] is entitled to, within reasonable period after the delivery of the Services,

- (a) (i)要求供应商退还服务费；(ii)要求供应商重新提供服务；(iii)要求供应商对该等不符合要求的服务进行修正。相关费用由供应商承担。

at the Supplier’s cost, as to the Services, (i) require the Supplier to return the service fee; (ii) require the Supplier to re-provide the Services; or (iii) require the Supplier to cure such defect;

- (b) 如果【柯尔柏】要求重新提供服务、进行修正，而供应商未能在合理时间内完成【柯尔柏】要求的工作并达到【柯尔柏】的合理满意，【柯尔柏】可以自行决定：(i)自行或聘请第三方提供服务、进行修正，由供应商承担费用；(ii)要求降低服务费；或者(iii)终止服务合同，要求供应商退还服务费并【柯尔柏】不承担任何责任。

If [KÖRBER] requires to require to re-provide Services or to cure the relevant defect, while the Supplier fails to finish the work required by [KÖRBER] to the reasonable satisfaction of [KÖRBER], then [KÖRBER] may decide at its sole discretion to (i) at the Supplier’s cost, provide the Services or cure the defect by itself or a third party engaged by [KÖRBER]; (ii) demand a reduction in the service fee; or (iii) terminate Service Contract, require the Supplier to return the service fee and [KÖRBER] does not assume any liability;

- (c) 为避免歧义，【柯尔柏】行使上述(a)、(b)项规定的权利，以及供应商及时完成【柯尔柏】要求的工作并达到【柯尔柏】的合理满意，均不会影响【柯尔柏】要求供应商承担因其未适当履行本协议而应承担的违约责任。同时，【柯尔柏】将保留就因该等未能达到

协议标准和规格的服务而导致的相应损失向供应商求偿的权利。

To avoid ambiguity, [KÖRBER]’s execution of the rights provided in Section 5.3 (a) and 5.3 (b) and the Supplier’s timely completion of the required work to the reasonable satisfaction of [KÖRBER] shall not preclude [KÖRBER] from requiring the Supplier to undertake the liabilities (including but not limited the liquidated damages) for its failure to properly perform its obligations under this Agreement. Meanwhile, [KÖRBER] shall reserve the rights to claim against Supplier for corresponding losses and damages caused by such Services not meeting contractual standard and specification

- 3.4. 供应商应保证【柯尔柏】免于遭受因服务瑕疵而引起任何损害、损失、责任、费用和支出（包括合理的律师费支出），为其辩护并使其免受损害。

The Supplier shall indemnify, defend and hold [KÖRBER] harmless from any damage, loss, liability, cost and expenses (including reasonable attorney fee) caused by the defective Services.

- 3.5. 质保期的长度于服务合同中规定。因供应商原因重新提供服务的，质保期重新计算。

Duration of the warranty period is stipulated in Service Contract. If the Service is re-provided due to the Supplier’s reasons, the warranty period shall be recounted.

- 3.6. 上述质量担保是对法定其他担保以及供应商向【柯尔柏】做出的额外范围担保的补充。上述规定及服务合同的任何规定均不应限制或损害【柯尔柏】享有的任何权利。

The foregoing quality assurance and warranties are in addition to all other quality assurance and warranties stipulated by law, or any warranties of additional scope given to [KÖRBER] by Supplier. Neither the foregoing nor anything contained in Service Contract shall limit or impair any rights [KÖRBER] may have.

## 4. 付款

### PAYMENT

- 4.1. 供应商应及时向【柯尔柏】开具发票，【柯尔柏】不接受除供应商以外的第三方就【柯尔柏】为采购协议下的付款出具的任何发票。详细付款条款于服务合同中规定。



The Supplier shall invoice [KÖRBER] in time. [KÖRBER] will not accept the invoices issued by any third party other than the Supplier for payment hereunder. Detailed payment terms are stipulated in Service Contract.

- 4.2. 【柯尔柏】的任何付款并不代表【柯尔柏】认可供应商在本协议下提供的服务，也不妨碍【柯尔柏】要求供应商重新提供服务的权利。

No payment by [KÖRBER] shall imply [KÖRBER]'s acceptance of any Services as meeting requirements of this Agreement, or shall preclude [KÖRBER]'s right to require the re-provision of Services or the maintenance.

- 4.3. 服务合同中的规定的含税总价包含供应商所需的全部费用，【柯尔柏】无超过此金额的付款义务。除经双方于服务合同中另行约定，此价格中的供应商所需的费用包括但不限于：

- (a) 供应商在【柯尔柏】指定场地进行安装施工过程中，人员保险费、安全防护相关费用及相关法律法规规定的安全施工费用；  
(b) 供应商应缴纳的施工过程中的水电费、各种税费及其它不可预见费。

The total amounts with tax stipulated in Service Contract include all the cost and expense necessary for Supplier, thus [KÖRBER] doesn't have any obligation of payment exceeding this amount. Unless otherwise mutually agreed in Service Contract by Parties, the cost and expense necessary for Supplier in the amounts include but not limited to:

- (a) Insurance premium and cost for safety assurance required by corresponding laws and regulations for Supplier staff, if Supplier installs equipment or working at the location appointed by [KÖRBER]; and  
(b) Cost and expense for utilities, tax and other contingences which shall be paid by Supplier during working.

## 5. 【柯尔柏】的财产和信息

### **[KÖRBER]'S PROPERTY AND INFORMATION**

为履行本协议而由【柯尔柏】提供给供应商的【柯尔柏】和其客户的财产和信息，例如图纸、规格、数据和类似财产，应当仍然是【柯尔柏】的财产。供应商所作的或者为提供服务而从其他方购买并向【柯尔柏】收费的任何设计、图纸、模具、模型、工具、技术数据/信息、材料、设备等应当自制造或者采购之日立即成为【柯尔柏】的财产且应被视为【柯尔柏】提供的财产。如果可行，所有该等【柯尔柏】财产应当

被标记为【柯尔柏】财产、由供应商受托持有并承担风险；供应商仅为履行本协议的目的使用该等财产或信息，不得复制或披露给他人。在本协议履行完毕后，所有【柯尔柏】提供的财产应当以接受时同样的状况返还【柯尔柏】，允许合理的损耗；但是该财产已经整合入已交付的服务成果中或者在履行本协议中被消耗掉的除外。

[KÖRBER]'s and its customer's property and information, such as drawings, specifications, data and the like, furnished to Supplier for performance of this Agreement shall remain the property of [KÖRBER]. Any designs, drawings, dies, molds, tooling, technical data/information, materials, equipment, etc. that Supplier makes or buys from others for providing the Services and charged to [KÖRBER]'s account shall become [KÖRBER]'s property immediately upon manufacture or procurement and shall be deemed as [KÖRBER] furnished property. When practical, all such [KÖRBER] property shall be marked as property of [KÖRBER], shall be held by Supplier on consignment at Supplier's risk, and shall be used exclusively to perform this Agreement, and shall not be duplicated or disclosed to others. Upon full performance of this Agreement, all [KÖRBER] furnished property shall be returned to [KÖRBER] in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into Service Result delivered or consumed in the performance of this Agreement.

## 6. 知识产权及相关事宜

### **INTELLECTUAL PROPERTY RIGHTS AND RELATED ISSUES**

- 6.1. 供应商保证其所提供的服务或交付的服务成果不侵犯或不构成对任何第三方的知识产权的侵犯或不正当使用。如果任何第三方对服务的权利或利益提出主张，或声称服务侵犯或不正当使用其知识产权而起诉【柯尔柏】，供应商应当就上述主张和诉讼对【柯尔柏】的任何及所有开支、费用和损失进行赔偿、并保证【柯尔柏】不受损害。

Supplier undertakes that the Services or Service Result delivered do not infringe, or constitute an infringement or misappropriation of, any third party's intellectual property rights. If any third party claims any right or interest in any Services or brings any action against



[KÖRBER] on alleged infringement or misappropriation of third party intellectual property rights by the Service, Supplier shall fully indemnify, defend and hold [KÖRBER] harmless against any and all such claims, actions, costs, expenses and damages which [KÖRBER] may incur or become liable for such infringement.

- 6.2. 供应商没有被许可或授权使用【柯尔柏】的商标、商号和标志（合称“标识”），但该等标识构成与供应商提供的服务成果不可分割的一部分的情形除外。如供应商需获得任何标识的全面并正式的许可，应当通过双方另行签订的许可协议进行。

Supplier is not licensed or otherwise authorized to use the trademarks, trade names and logos (collectively the “Marks”) of [KÖRBER], except where such Marks constitute an inseparable part of any Service Result in connection with the Services to be delivered by Supplier hereunder. The full and formal license of use of any Mark by Supplier, if any, shall be subject to separate license agreement(s) to be entered into by and between the Parties.

- 6.4 供应商没有权利代表【柯尔柏】签署任何合同或协议，或在任何方面使【柯尔柏】受到法律约束。在任何情况下，供应商均不得行使以下行为：(i) 代表【柯尔柏】承担任何义务或作出任何表述；(ii) 以【柯尔柏】的名义进行信贷抵押或提供信贷；(iii) 以口头、印刷等方式将其或其经营场所宣称【柯尔柏】的子公司、分公司或办事处；(iv) 以任何形式使第三方认为或者有理由认为供应商和【柯尔柏】存在雇佣、合伙、合资关系。供应商应在所有涉及的宣传、推广和销售等各环节，向客户或任何第三方明确披露供应商和【柯尔柏】之间的真实协议关系，避免任何第三方产生供应商系【柯尔柏】关联企业的误解。另外，供应商如果向客户发布或作出了关于产品的任何确认、陈述、担保或保证，供应商不得迫使，也不得企图迫使【柯尔柏】承担其义务，除非在本协议有效期限内，【柯尔柏】向供应商以书面形式承诺承担此义务。

Supplier shall not have the right to represent [KÖRBER] to sign any contract or agreement, or make [KÖRBER] restrained by laws in any respect. Under any circumstances, the supplier shall not conduct the following behavior: (i) to represent [KÖRBER] to take any responsibility and make any description; (ii) to make loan or mortgage credit or provide credit in the name of [KÖRBER];(iii) to declare that it or its business place is the subsidiary company or branch of [KÖRBER] in oral, writing or printing. (iv) to

make the third party reasonably believe that there is any employment, partnership and joint venture relationship between Supplier and [KÖRBER]. Supplier shall disclosure real cooperation relationship of Supplier and [KÖRBER] to client or the third party during advertising, marketing, sales etc. for the purpose of avoidance of misunderstanding that Agent is the associated company of [KÖRBER] by any third party. In addition, if Supplier has made or announced to third party any confirmation, representation, guarantee or warranty about the product, Supplier shall not compel and try to compel [KÖRBER] to take its obligation, unless [KÖRBER] promised to Supplier in writing that it will take this obligation within effective term of the agreement.

## 7. 保密和数据保护

### CONFIDENTIALITY AND DATA PROTECTION

- 7.1. 对于【柯尔柏】在本协议下揭露给供应商的或供应商通过其他途径获得的相关技术、管理、财务和经营信息（包括但不限于【柯尔柏】、【柯尔柏】关联公司、【柯尔柏】合作伙伴与本协议有关的相关项目名称、产品开发计划、数据、图纸、专有技术）及本协议自身内容（以下简称“保密信息”），供应商负有保密义务。供应商承认上述保密信息具有实用价值，【柯尔柏】已对其采取了合理的保密措施。除非【柯尔柏】事先以书面形式同意，供应商不得因本协议之外的其他目的使用该保密信息，不得将保密信息揭露给第三人（包括依据其职位、工作性质，没有必要接触该保密信息的供应商雇员）或允许第三人使用。保密期限为自保密信息被揭露或（如该保密信息在本协议签订时或之后才出现）产生之日起五年内。

Supplier is obliged to keep confidential the technical, managing, financial and business information disclosed by [KÖRBER] to Supplier or Supplier acquires in other way under this Agreement (including without limitation to [KÖRBER]'s, its affiliates' and partners' relevant project name, product development plan, data, drawing and know-how) and the information contained in this Agreement itself (herein after referred to as “Confidential Information”). [KÖRBER] agrees that the said Confidential Information has actual value and Supplier has taken reasonable measures to keep such Confidential Information confidential. Except other-



wise approved in advance by [KÖRBER] in writing, Supplier shall not use such Confidential Information for no purpose other than this Agreement and disclose the Confidential Information to any other party (including Supplier's employee whom it is not necessary for to be accessible to the Confidential Information by considering his/her position and work) or allow such other party to use the Confidential Information. The Confidentiality Term shall continue for a period of five years after the disclosure or (in case the Confidential Information come into existence on or after the execution of this Agreement) the emergence of the Confidential Information.

- 7.2. 供应商未得到【柯尔柏】事先书面同意，不得以任何方式将供应商已签订本协议为【柯尔柏】提供服务一事刊登广告或公布于众，也不得在供应商的广告或促销材料中使用任何【柯尔柏】商标或商号。如发生违反此条款事件，【柯尔柏】有权取消本协议中尚未提供之服务，并无需对供应商由此而遭受的任何直接或间接损失承担任何责任，亦不再支付任何费用（在取消前所提供之服务不在此列）。

Supplier shall not, without obtaining the prior written consent of [KÖRBER], be in any manner to advertise or publish the fact that Supplier has contracted to furnish [KÖRBER] the Services covered by this Agreement, or use any trademarks or trade names of [KÖRBER] in Supplier's advertising or promotional materials. In the event of Supplier's breach of this clause, [KÖRBER] shall have the right to cancel the undelivered portion of the Services covered by this Agreement and shall not be required to bear any liability for any direct and indirect losses incurred by Supplier and shall not be required to make further payments (except for conforming Services performed prior to cancellation) .

- 7.3. 【柯尔柏】向供应商披露的、与服务合同相关的任何个人信息数据（“个人数据”），供应商应按照适用的隐私法律以对待、存储、处理、转移和修改该等个人数据。

To the extent [KÖRBER] discloses to the Supplier in connection with this Agreement any data related to individual persons ("Personal Data"), the Supplier shall treat, store, handle, transfer and modify such Personal Data in compliance with applicable privacy laws and with additional instructions provided by [KÖRBER].

## 8. 不可抗力

### FORCE MAJEURE

- 8.1 本合同所称不可抗力事件，是指遭受不可抗力方在签订合同时无法预见的且对其发生和后果不能防止或不能避免的超出其合理控制的事件，包括但不限于：地震、台风、水灾等自然力或自然灾害、火灾、战争、暴乱、罢工、火灾、运输阻滞或交通事故、疫情爆发以及其它不能预见的客观情况。

For the purpose of this Contract, a force majeure event shall mean any event which is beyond the reasonable control of a Party and is unforeseen at the time of its execution of this Contract and whose occurrence and consequences are unpreventable or unavoidable, including but not limited to natural forces or natural disasters such as earthquakes, typhoons and flood, fire, war, riots, strikes, retardation of transportation, traffic accident, outbreak of disease or any other objective instances which cannot be foreseen.

- 8.2 本合同任何一方因不可抗力不能履行或不能完全履行本合同的义务时，应在不可抗力发生之日起的七（7）日内通知另一方，并在不可抗力发生之日起的十四（14）日内向另一方提供由有关部门出具的不可抗力证明。双方应在不可抗力事件结束或其影响消除后继续履行其合同义务，与履行相关的期限（例如：交货期）也应相应延长。

If either Party is unable to perform any or all of its obligations under this Contract due to a Force Majeure Event, that Party shall inform the other Party within seven (7) Days after the occurrence of such Force Majeure Event, and within fourteen (14) Days after occurrence of such Force Majeure Event provide evidence of such Force Majeure Event issued by relevant authorities. The Parties shall continue to perform their contractual obligations after such Force Majeure Event is over or its impact is eliminated, and related performance periods (e.g. delivery period) shall be extended accordingly.

- 8.3 因不可抗力不能履行合同的，根据不可抗力的影响，部分或全部免除责任，但法律另有规定的除外。如果因不可抗力的影响致使本协议中止履行六十（60）个日历日或以上时，双方应就本合同的变更进行协商并达成补充协议。

If the Contract cannot be performed due to a Force Majeure Event, liabilities shall be exempted in all or in part to the extent of the impact of such Force Majeure Event, unless otherwise provided by law. If the Contract is sus-



pending for over sixty (60) calendar days (inclusive) due to a Force Majeure Event, the Parties shall consult with each other regarding amendment of this Contract and conclude a supplemental agreement.

## 9. 审计、合规、可持续发展与安全

### AUDIT, COMPLIANCE AND SUSTAINABILITY

9.1. 供应商应协助并全力配合【柯尔柏】或其代表遵守适用法律。供应商应当允许【柯尔柏】及其代表在正常办公时间内查阅供应商与在本协议基础上的交易相关的账簿和记录，以证实供应商是否遵守本条款的声明、保证与承诺。为保护供应商商业机密，供应商可以要求，审查由【柯尔柏】委派的受保密协议约束的注册会计师来执行。

Supplier shall assist and cooperate fully with the efforts of [KÖRBER] or its representatives to comply with the Applicable Laws. Supplier shall permit [KÖRBER] and its representatives during normal office hours to review Supplier's books and records relating to transactions based on this Agreement, to verify compliance by Supplier with the representations, warranties and covenants of this Article. In so far as required for the protection of Supplier's business secrets, he can demand, that the examination is performed by a certified accountant appointed by [KÖRBER] that is bound by a confidentiality agreement.

9.2. 供应商有义务不从事任何会导致刑事责任的欺诈、资金挪用、破产犯罪、违反竞争法、授予非正当利益、贿赂或接受贿赂的犯罪行为，抵制其他由供应商的雇佣人员或第三方进行的腐败行为。如有违反，【柯尔柏】将有权立即退出或终止与供应商的正在进行中的交易并有权取消全部协商谈判，而供应商仍有义务遵循所有适用于其自身及其与【柯尔柏】商业关系的法律法规。

Supplier is obliged to desist from all practices, which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, and acceptance of bribes or other corruption crimes on the part of persons employed by the supplier or other third parties. In the event of violation of the above, [KÖRBER] has the right to immediately withdraw from or terminate all legal transactions existing with the Supplier and the right to cancel all negotiations. The above notwithstanding,

the Supplier is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with [KÖRBER].

9.3. 供应商应确保：遵守适用的法律法规(特别是劳动、工会、对雇佣童工和强迫性劳工的禁止性规定、环境、职业安全卫生等方面的法律法规)，遵守法定标准和环境保护规则(含预防性环境保护规则)，承担企业社会责任。

Supplier shall meet: adherence to applicable laws and regulations (particularly, in respect of labor, trade union, prohibition of child labor and forced labor, environment, occupational safety and health, etc.), adherence to legal standards and environmental rules (including preventive environmental protection), and taking corporate social responsibility.

9.4. 供应商应承诺：遵守并促进商业道德，遵守适用的反垄断法、反倾销条例和反不正当竞争法的规定，确保在市场中公平竞争。

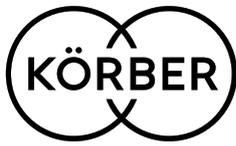
Supplier shall be committed to observing and promoting ethical business conduct, obeying applicable anti-trust law, anti-dumping regulation and anti-unfair-competition law and ensuring fair competition in markets.

9.5. 如供应商需进入【柯尔柏】经营场所，供应商应与【柯尔柏】安保部门接洽并签署《安全协议》，并严格执行其中的条款。供应商在【柯尔柏】经营场所内时：

- (i) 应遵守【柯尔柏】的企业规章制度和安全管理规定。如有分包商参与，则供应商有义务确保分包商履行义务并在必要的时候通知分包商的雇员。供应商在使用分包商之前必须经【柯尔柏】书面同意。
- (ii) 因供应商或其分包商原因导致的安全事故，由供应商承担全部法律责任和赔偿责任。

In case Supplier needs to enter [KÖRBER] premises, Supplier shall contact Safety Department of [KÖRBER] and conclude Safety Agreement as well as strictly obey the clauses thereof. When Supplier is at [KÖRBER] premises:

- (i) Supplier shall observe [KÖRBER] corporation administrative rules and safety management regulations. If sub-contractors are involved in the operation, Supplier is obliged to make sure the sub-contractor takes on the commitment and informs his/her employees as necessary. Supplier shall obtain [KÖRBER]



- prior written consent before using the sub-contractor.
- (ii) Supplier shall be responsible for all legal liabilities and compensation obligations caused by any safety accident due to the reason of Supplier or sub-contractor.

## 10. 期限及终止

### TERM AND TERMINATION

- 10.1. 单次采购的服务合同自双方签署之日起生效，并且除非双方依据本通用条款有关条款提前终止，服务合同将持续有效直至全部权利义务均被行使、履行。

框架协议的服务合同的有效期限，于相应服务合同中具体规定。

Service Contract for spot-buy shall come into effect as from the date of conclusion and shall remain effective until all the rights and obligations have been fully fulfilled and satisfied unless earlier terminated by the Parties pursuant to the provisions of this General Terms and Conditions.

Term of Service Contract for frame contract shall be stipulated in the corresponding Service Contract in detail.

- 10.2. 在服务合同届满之日，双方可以且仅可以以书面形式延长协议期限。

Upon the expiration of Service Contract, the Parties can and only can extend the term by written agreement.

- 10.3. 当服务合同任何一方出现下述情形之一时，另一方有权通过向对方发出书面通知的形式即刻终止服务合同：

Upon the occurrence of any of the following events to a Party, the other Party may unilaterally terminate this Service Contract by a written notice to such Party with immediate effect:

- a) 一方未能履行或遵守服务合同项下的义务、条款及条件，且该等违约行为未能在其收到另一方发出的纠正违约行为通知之日起三十（30）日内予以纠正；或

The Party fails to comply with any of the obligations, provisions and conditions of Service Contract, and such failure is not cured within thirty (30) days after it has received a written notice from the other Party; or

- b) 一方变为破产或资不抵债，或面临清算或解散，或变为无法清偿到期债务或根据适用法律被解散。

The Party becomes insolvent or bankrupt, or is the subject of proceedings for liquidation or dissolution, or becomes unable to pay its debts as they become due or is dissolved in accordance with applicable law.

- 10.4. 供应商保证在服务协议有效期内持有合法的营业执照和必须的行业许可，否则【柯尔柏】有权立即通过书面通知的方式终止服务合同。

Supplier shall retain valid Business License and necessary industrial license during the term hereof; otherwise [KÖRBER] has the right to terminate Service Contract in writing with immediate effect.

## 11. 适用法律

### APPLICABLE LAW

本协议应适用中华人民共和国法律并依照该等法律进行解释。排除国际私法和《联合国国际货物销售合同公约》的适用。

This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China. The application of the conflict of laws of international private law (IPR) and of the UN Convention on the International Sale of Goods (CISG) is excluded.

## 12. 争议解决

### DISPUTE RESOLUTION

因本协议引起或与本协议有关的任何争议，如果双方不能协商解决，有争议一方应将争议提交位于上海的上海国际经济贸易仲裁委员会进行仲裁。裁决是终局的，对双方均具有约束力。争议协商和仲裁期间，双方承诺继续履行本协议或与本协议有关的未受争议影响条款的权利和义务。

In case any dispute arising from or in connection with this Agreement for Service fails to be settled by the Parties through consultation, the party with the dispute shall submit the dispute to the Shanghai International Economic and Trade Arbitration Committee in Shanghai for arbitration. The result of arbitration is final and binding upon the Parties. During the dispute consultation and arbitration period, Both Parties promise to continue performing the rights and obligations in this Agreement or in the terms related to this Agreement that are not affected by the dispute.

## 13. 其它条款



## MISCELLANEOUS

- 13.1. **语言。**本协议以中、英文两种文字书就，中英文版本之间存在任何不一致，应以中文版本为准。

Languages. This Agreement is written in Chinese and English with equal binding force. If there are any discrepancies between the English and the Chinese version, the Chinese version shall prevail.

- 13.2. **全部协议。**本协议构成双方就主题事项的全部协议并且明确限于双方所接受的所列明的条款和条件。如果本通用条款与服务合同之间有任何分歧，则以服务合同为准。

Entire Agreement. This Agreement sets forth the entire agreement of the Parties hereto with respect to the subject matter hereof and expressly limits acceptance to the terms and conditions stated. In the case of any discrepancy between this General Terms and Conditions and the Service Contract, the Service Contract shall prevail.

- 13.3. **进一步承诺。**每一方均在此同意，为履行本协议项下的条款并实现本协议项下的目的，其将

根据合理的需要和具体情形迅速并及时地签署相关文件并采取相关进一步的行动。

Further Assurances. Each of the Parties agrees to expeditiously execute such documents and perform such further acts as may be reasonably required or desirable to carry out or to perform the provisions and purposes of this Agreement.

- 13.4. **部分无效。**如果本协议的某一规定完全或部分无效，则其余规定的有效性不受影响。协议双方尽量达成合意做出有效规定，确保该规定是尽可能接近无效规定的商业术语。如果无法达成一致，将申请仲裁裁定。

Partial Invalidity. Should a provision of this Agreement be invalid either in whole or in part, this shall not affect the validity of the remaining provisions. The Parties shall endeavor to agree on a valid provision that comes as close as possible to the invalid provision in business terms. If no agreement is reached, the arbitration court shall decide.

### Note on compliance

#### 合规提示

We advise that our employees are instructed to strictly comply with all applicable statutory regulations and the Values and Principles of Körber AG. In particular, our employees are not allowed to demand or to accept any inappropriate favors and donations, or to accept any promise hereof. You will find further details in our code of conduct at [www.koerber.de/en/corporate-responsibility/corporate-governance/compliance](http://www.koerber.de/en/corporate-responsibility/corporate-governance/compliance).

我们特此提示，我们公司员工被要求严格遵守所有适用的法律法规及柯尔柏集团（Körber AG）的价值观和准则。特别是，我们公司员工不得要求或接受任何不当的好处与馈赠，或者接受任何对于不当的好处与馈赠的承诺。欲知详情，敬请登陆 [www.koerber.de/compliance](http://www.koerber.de/compliance) 查阅我们的《行为准则》。