

# Diehl Controls (Nanjing) Co. Ltd.

德国代傲电子控制（南京）有限公司

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## General Terms and Conditions of Purchase as of October 15, 2010 for Purchases from Suppliers seated outside PR China

DIEHL CONTROLS POINTS OUT THAT THESE GENERAL TERMS AND CONDITIONS MAY CONTAIN CLAUSES WHICH EXPRESSLY ELIMINATE OR LIMIT DIEHL CONTROLS' LIABILITY. UPON REQUEST OF THE SUPPLIER, DIEHL CONTROLS WILL EXPLAIN THE MEANING AND IMPLICATION OF SUCH CLAUSES.

### 1. Exclusive Validity of these Conditions; Acknowledgement of Ordinary Retention-of-Title Clauses

1.1. Unless Diehl CONTROLS and Supplier have agreed by separate written contract to deviating, other or additional conditions, all and any orders placed by Diehl CONTROLS with the Supplier shall exclusively be governed by these General Terms and Conditions of Purchase. Any conditions of the Supplier irrespective of their type and form are herewith explicitly rejected to the extent they are in conflict with these conditions.

1.2. Diehl CONTROLS accepts a simple retention of title by Supplier provided that ownership of any one item sold passes to the buyer upon full payment of the invoice for that particular item only.

### 2. Order Forms

Unless a deviant order form is agreed separately, both orders and their subsequent amendments, in order to become effective, must be made in writing. Oral orders or amendments thereto are valid only if confirmed by Diehl CONTROLS in writing.

中国境外供应商通用采购条款与条件（截至 2010 年 10 月 15 日）（以下简称“本《条件》”）

代傲控制指出，该等通用条款与条件可能包含对代傲控制的义务进行明确排除或限制的条款。应供应商的要求，代傲控制将对该等条款的意义和含义进行解释。

### 1. 本《条件》的排他性适用；普通所有权保留条款的承认

1.1. 除非代傲控制和供应商在另行签订的书面合同中约定了不同、其它或附加条件，否则代傲控制向供应商下的所有和任何订单应当受到本《通用采购条款与条件》的排他性约束。如果供应商的任何条件，无论其类型和形式，只要与本条件相冲突，则在此明确拒绝适用供应商的冲突条件。

1.2. 代傲控制接受供应商的简单所有权保留，前提是售出的任何货物的所有权在其全额付清发票金额后转移给买方。

### 2. 订单形式

除非另行约定了其他订单形式，否则订单及其随后的修改必须以书面形式方为有效。口头订单或对订单的口头修改只有经代傲控制书面确认后方可生效。

### 3. Documents

Any documents, data or data media, Diehl CONTROLS has provided to the Supplier shall remain the sole property of Diehl CONTROLS and shall not be copied or made available to third parties in any way nor be used for any purpose other than the execution of the respective contract.

Products which are manufactured on the basis of documentation drawn up by us like drawings, models or the like, or on the basis of confidential information provided by us or by using our tools or reproduced tools must not be manufactured by the Supplier for its own purposes or manufactured for, offered or delivered to any third party. This shall apply mutatis mutandis to our print jobs.

### 4. Payment

Payment shall be effected within 14 days at a 3 % cash discount, within 30 days at a 2% cash discount or within 60 days net without deduction.

### 5. Assignment of Claims

Claims against Diehl CONTROLS must not be assigned to a third party without Diehl CONTROLS's prior written consent.

### 6. Deliveries and Quantity / Quality Deviations

Agreed delivery dates shall be binding. The date of receipt of the certain product of the Supplier ("Product"/"Products") by Diehl CONTROLS shall be deemed as the relevant delivery date. Unless otherwise expressly agreed or contained in the single orders of Diehl CONTROLS delivery shall be effected DDP in compliance with INCOTERMS 2010, to the address indicated in our order. If the Supplier fails to comply with agreed delivery dates the statutory provisions shall apply. The Supplier shall notify Diehl

### 3. 文件

代傲控制提供给供应商的任何文件、数据或数据介质应当仍然为代傲控制独家所有，不得进行复制或以任何形式提供给第三方或用于实施相关合同以外的任何其他目的。

根据我方制定的文件、根据我方提供的保密信息或使用我方的工具或其复制品制造的诸如图纸、模型或类似产品，均不得由供应商出于其自身目的进行制造或为任何第三方进行制造或者提供或交付给任何第三方。本规定经调整应适用于我们的印刷作业。

### 4. 付款

14 天之内付款享有 3%的现金折扣，30 天之内付款享有 2%的现金折扣，60 天之内则应支付全款不享受任何折扣。

### 5. 债权转让

未经代傲控制事先书面同意，不得将代傲控制的债权转让给第三方。

### 6. 交付和数量/质量问题

约定的交付日期应具有约束力。供应商特定产品（以下简称“产品”）的收货日期应视为相应的交付日期。除非另有明确约定或包含在代傲控制的具体订单中，否则应按照 2010 年国际贸易术语解释通则（INCOTERMS 2010）按完税后交货（DDP）的条款交付至我方订单中写明的地址。如果供应方未能遵守约定的交付日期，则应适用法律条款。供应商应当将制造、原材料供应、交付时间的遵守或可能导致其无法按时交付的任何类似困难情况及时告知代傲控制的订单部门，不得不当迟延。

CONTROLS's ordering department without undue delay of any difficulties regarding manufacture, supply with primary material, compliance with the delivery date or similar circumstances that could prevent him from effecting delivery in due time.

Diehl CONTROLS shall be free to reject any delivery not in full conformity with the respective order in terms of quantity and/or quality.

#### 7. **Reduced Incoming Inspection; Notification**

Diehl CONTROLS's duty to inspect incoming Products is reduced to checking them for obvious, outwardly recognizable transportation and/or packaging defects and for the identity of both the quantity and the type of the products delivered. If a defect is found, notice of defect has to be given by Diehl CONTROLS without undue delay, but within 10 (ten) working days from discovery at the latest.

#### 8. **The Supplier's Unlimited Liability For His Sub-Suppliers**

The Supplier shall be liable to Diehl CONTROLS for all and any acts and/or omissions committed by any of its sub-suppliers, irrespective of the nature of the relationship he has with Diehl CONTROLS (mere sale or comprising the Supplier's obligation to manufacture or have manufactured the object of the sale).

#### 9. **Determination of the Agreed Upon Characteristics**

Any specifications agreed upon shall be deemed to have been guaranteed as durable for the period of warranty.

#### 10. **Warranty**

代傲控制应有权拒绝任何在数量和/或质量方面未完全达标的交付。

#### 7. **简化来货检验；通知**

代傲控制对交付产品的检验义务简化为检验其是否带有明显的、从外表即可辨出的运输和/或包装缺陷以及所交付产品的数量和类型。如果发现缺陷，则代傲控制应当最迟于发现缺陷后的 10（十）个工作日之内发出缺陷通知，不得不当迟延。

#### 8. **供应商对其次级供应商承担无限责任**

供应商应就其任何次级供应商的所有及任何行为和/或疏忽向代傲控制承担责任，无论其与代傲控制的合作关系属于何种性质（单纯销售、承担了供应商的制造义务或销售对象的制造）。

#### 9. **约定事项的性质确定**

约定的任何具体事项应视为已保证在质保期限内持续有效。

#### 10. **质保**

## 10.1. Treatment of Products Found to be Defective

If a Product is defective, Diehl CONTROLS may request the Supplier at Diehl CONTROLS's option to either replace or repair such part within an appropriate period. If necessary the Supplier shall remove the pertinent Products from any product into or onto which it has been assembled as a component and reinstall it subsequently. If this is impossible for the Supplier despite making reasonable efforts or if it is impossible for other reasons, Diehl CONTROLS shall remove / reinstall such part at the Supplier's cost. If the Supplier fails to replace or repair the defective Product after two attempts – or only one attempt if the defect is of a safety-critical nature – or within the time period set by Diehl CONTROLS for doing so, Diehl CONTROLS shall be entitled, at its option, either to carry out the repair of such Product itself or to have it carried out by a third person, both at the Supplier's cost. A defect shall be deemed as safety-critical if it causes the danger of either non-minor personal injuries or non-minor damage to items not part of the respective Product.

Alternatively to the above mentioned repair or replacement of the defective Product Diehl CONTROLS shall be, on its own decision, entitled either to reduce the price for such defective Product appropriately or to return them to the Supplier (by holding them ready for pick up by the Supplier) and to either retain payment or demand repayment (as the case may be) in full of the purchase price, or, finally, if the Supplier so wishes and assumes the pertinent costs, properly to dispose of them. The same rights shall inure to Diehl CONTROLS if either (i) the Supplier declines to remedy the defect; or (ii) if he is obviously unable to do so; or (iii) if the defect is negligible; or (iv) if

## 10.1. 缺陷产品的处置

如果产品带有缺陷，代傲控制/可要求供应商在适当期限内对缺陷零件予以更换或维修，具体视代傲控制的选择而定。如有必要，供应商应将其组装的任何产品中作为部件的相关产品予以拆除并将其重新安装。如果供应商作出合理努力后仍无法更换或修理，或者由于其他原因无法更换或修理，则代傲控制应当对该等零件进行拆除/重新安装，费用由供应商承担。如果供应商经两次尝试后未能仍未能对缺陷产品进行更换或维修（如果该等缺陷属于安全关键性质，则仅有一次尝试机会），或者未能在代傲控制为此设定的时间期限内进行更换或维修，则代傲控制有权选择自行维修该等产品或聘请第三方对其进行维修，费用均由供应商承担。如果该等缺陷可导致非轻微人身伤害危险或导致相关产品零件以外的物品产生非轻微损害的危险，则应视为安全关键缺陷。

除了对缺陷产品进行上述维修或更换以外，代傲控制还有权自行决定适当扣减该等缺陷产品的价格或将其退还给供应商（准备好缺陷产品以便供应商前来领取），保留全额购买价款或要求退还全额购买价款（视情况而定），或者，如果供应商有意对该等产品进行适当处置并承担相关费用，则进行该等处置产品。如果发生以下情形，则代傲控制同样可行使该等权利：(i) 供应商拒绝对该等缺陷予以补救；或(ii)如果供应商明显没有能力对该等缺陷予以补救；或(iii)如果该等缺陷可忽略不计，或(iv)如果因发生的损失异常重大和紧急，导致代傲控制无法在合理期限内获得该等更换。

代傲控制除享有上述权利之外，供应商还应就代傲控制和/或其客户因产品缺陷而遭受的任何损失、成本和花费予以补偿。该等损失包括但不限于确定缺陷产品的费用、更换和重新安装该等产品的费用、利润损失、召回维修费用和/或（包括代傲控制和代傲控制客户的）生产线停滞的费用。如果缺陷产品导致代傲控制发生其他费用，包括但不限于与正常

Diehl CONTROLS cannot reasonably be expected to wait for such removal due to the imminence of unusually high damage.

In addition to the above mentioned rights of Diehl CONTROLS Supplier shall compensate any damages, costs and expenses Diehl CONTROLS and/or its customers suffers, resulting from a defect of a Product. Such damages include, without limitation the costs of identifying defective products, the costs of their removal and subsequent reinstallation, lost profit, call-back costs and/or costs of a line standstill (both at Diehl CONTROLS itself and at Diehl CONTROLS's customers). If defective Product deliveries cause further costs incurred by Diehl CONTROLS, including without limitation transportation costs, tolls, labour costs, costs of material or costs in connection with an incoming inspection going beyond the normal scope, any such costs have to be borne by the Supplier. If the Supplier despite a respective request fails to remove the defect without delay, Diehl CONTROLS may in urgent cases, in particular for the purpose of defending against impending dangers or so as to prevent major damage, remove the defect or to have the defect removed by any third party, each at the cost of the Supplier.

## **10.2. Treatment of Delivery Partially Quality-Checked .**

### **10.2.1. Voluntary Character of Taking Samples; Definition of "Sample" and "Basis Quantity"; Treatment of Products Actually Checked**

Subject to section 7 above, Diehl CONTROLS shall be entirely free as to whether and to what extent and on what occasion (incoming inspection, during manufacturing or final tests), if any, it conducts any quality controls at all. However, if

范围以外的来货检验有关的交通费、通行费、人工费、材料费，任何该等费用均应由供应商承担。如果供应商在接到相关要求后未能及时排除缺陷，则代傲控制在紧急情况下，尤其是为了应对迫在眉睫的危险或防止发生重大损失的情况下，可聘请任何第三方排除该等缺陷，该等费用由供应商承担。

## **10.2. 接受质量检验的部分产品的处置方法**

### **10.2.1. 自主采样；“样本”和“基础数量”的定义；实际受检产品的处置**

根据上文第 7 条，代傲控制应全权决定是否进行任何质量检验，代傲控制质量检验的范围以及在何种情况下进行该等质量检验（来货检验、制造过程中检验还是最终测试中检验）。但是，如果代傲控制对任何交付产品（以下简称“基础数量”）的特定部分（以下简称“样本”）进行随机检验，则该等

Diehl CONTROLS conducts random inspections of a certain part ("Sample") of any delivery ("Basis Quantity"), any Products within such Sample that turn out to be actually defective shall - without prejudice to the rights arising from section 10.2.2 below - be treated as defective under section 10.1, above. Any non-defective Products of a Sample Diehl CONTROLS shall either return or dispose of if the quantity of such Sample is too small to be of interest to Diehl CONTROLS.

#### **10.2.2. Treatment of Products *not* Tested; Defective Sample affecting Basis Quantity as a Whole.**

In case one or more Products within the Sample is found to have a safety-critical defect or if the Sample as a whole is found to have an error rate of at least 100 ppm for defects of a non-safety-critical nature, the entire Basis Quantity shall be deemed to be defective regardless of whether or not any particular part out of such Basis Quantity is actually defective.

In such case, Diehl CONTROLS may freely choose to exercise any of the rights under section 10.1 above for all Products belonging to such Basis Quantity. The amount by which the purchase price may be reduced shall depend on the probable percentage of defective Products within the pertinent Basis Quantity and the probable gravity of their defects. In addition, in such cases Diehl CONTROLS may request the Supplier to reimburse all selection, search and testing costs incurred.

样本范围内的任何产品如果确实存在缺陷，则在不影响下文第 10.2.2.条规定的任何权利的情况下，该等产品应视为第 10.1 条定义的缺陷产品。对于样本中的任何非缺陷产品代傲控制有权将其退还，或在 该等样本的数量较小且对于代傲控制的利益不会产生影响时可对其进行处置。

#### **10.2.2. 未接受检验的产品的处置方法；缺陷样本对于整个基础数量的影响。**

如果样本中的一个或多个产品被发现存在安全关键缺陷或者整个样本的非安全关键缺陷发生率为百万分之一百，则整个基础数量应视为存在缺陷，无论该等基础数量的任何特定部分是否存在实际缺陷。

在该等情况下，代傲控制有权选择对该等基础数量的所有产品行使第 10.1 条规定的任何权利。对于购买价格的扣减金额应取决于相关基础数量内可能存在的缺陷产品的百分比以及该等产品缺陷的严重程度。此外在该等情况下，代傲控制可要求供应商对所有选样、调查和检验费用予以补偿。

### 10.3. Non-Exclusive Character of the Above Provisions

**10.3.1.** The above provisions shall in no way abridge any statutory rights in case of defects of the Products and defects of title Diehl CONTROLS may otherwise have. In addition to the provisions set forth above Diehl CONTROLS may claim reimbursement of any costs Diehl CONTROLS incurs due to a defect of the Products or a defect of title or in case such costs are invoiced to Diehl CONTROLS by a customer. Diehl CONTROLS shall have the right to select the manner in which repair is effected.

**10.3.2.** Any reliability requirements of the Products may separately be agreed in a Quality Assurance Agreement (QAA).

### 10.4. Expiring of Warranty Claims

**10.4.1.** The warranty period for any warranty claims of Diehl CONTROLS against Supplier shall be 36 (thirty-six) months after receipt of the affected Products by Diehl CONTROLS.

**10.4.2.** For replaced Products the original period of warranty shall begin to run anew when the replaced part is delivered or reinstalled as the case may be.

**10.4.3.** For repaired Products the following shall apply: In principle, the original period of the repaired Product shall remain unchanged save that it shall run for at least 6 months from the date of delivery/re-installation of the repaired Product. However, the full warranty period shall begin to run anew from this date with regard to defects of the kind that gave rise to the repair in question.

### 10.3. 上述条款的非排他性

**10.3.1.** 上述条款对代傲控制因产品缺陷、权利瑕疵何其它原因而享有的任何法定权利均不产生任何影响。除上文规定的条款以外，代傲控制可对因产品缺陷、权利瑕疵导致代傲控制遭受的任何费用或者客户就该等费用向代傲控制开具的发票提出补偿要求。代傲控制应有权选择该等补救的实施方式。

**10.3.2.** 对产品的任何可靠性要求可在另行签订的质量保证协议（QAA）中进行约定。

### 10.4. 质保索赔的时效

**10.4.1.** 代傲控制对供应商的任何质保索赔的质保期限应为代傲控制收到缺陷产品后 36（三十六）个月。

**10.4.2.** 对于更换的产品，其原有的质保期应在更换的零件交付或重新安装后（视情况而定）重新计算。

**10.4.3.** 对于经维修的产品应适用以下规定：

原则上，维修的产品原有的质保期应维持不变，除非该维修产品应自其交付/重新安装三日起运行至少 6 个月。但是，对于存在缺陷进行上述维修的产品而言，完整的质保期应当从经维修的产品交付/重新安装之日起重新计算。

**11. Reduced Duty of Diehl CONTROLS Vis-à-Vis the Supplier to Assert Certain Defences Towards Its Customers as Part of Diehl CONTROLS's Obligation of Damage Minimisation**

IF CLAIMS ARE MADE AGAINST DIEHL CONTROLS BY ONE OR SEVERAL OF ITS CUSTOMERS WHICH ARE BASED ON EXISTING OR ALLEGED DEFICIENCIES FOR WHICH, IF TRUE, THE SUPPLIER WOULD BE LIABLE, DIEHL CONTROLS, IN ORDER TO MAKE RESPECTIVE CLAIMS AGAINST THE SUPPLIER, SHALL NOT BE REQUIRED, AS PART OF ITS GENERAL DUTY TOWARDS THE SUPPLIER TO MINIMIZE ITS DAMAGE BY RAISING ANY (1) EXPIRY/PRESCRIPTION DEFENSE OR (2) DEFENSE THAT SUCH CUSTOMER FAILED TO PROPERLY NOTIFY DIEHL CONTROLS OF THE RESPECTIVE DEFECT UNLESS (1) SUCH PRESCRIPTION OCCURRED MORE THAN ONE YEAR BEFORE SUCH CLAIM WAS FIRST RAISED AGAINST DIEHL CONTROLS IN A MANNER THAT STOPPED OR INTERRUPTED SUCH PRESCRIPTION TO RUN, OR (2) IF SUCH NOTIFICATION WAS MADE LATER THAN TWO WEEKS AFTER THE DATE OF DISCOVERY.

**12. Export Control and Customs**

The Supplier is obligated to inform us in writing about possible approvals or notices mandatory with a view to (re-)exports of his Products (or parts thereof) in accordance with the then relevant export and customs regulations of the country of destination and of the country of origin of his Products. For this purpose the Supplier shall at least furnish the following information in his offers, order confirmations and invoices:

- The export list number in compliance with Ap-

**11. 代傲控制无需（作为代傲将损失降到最低的部分义务）承担代供应商向其客户提出某些抗辩的职责**

如果代傲控制的一个或多个客户就现存或声称存在的缺陷向其提出权利主张，若属实，则供应商将对此承担责任。届时为了向供应商提出相关权利主张，不得要求代傲控制（作为其对供应商承担的一般责任）通过以下方式将其损害降到最低：(1) 提出失效/诉讼时效抗辩，或(2)提出该等客户未能以适当方式代傲控制将相关抗辩告知代傲控制，除非(1)在首次向代傲控制提出该等权利主张前该等诉讼时效已超过一年以上，且该等权利主张的提出迫使该等诉讼时效中断或重新计算，或(2)是在发现缺陷日之后超过两周才发出该等通知。

**12. 出口控制和海关**

供应商有义务以书面形式通知我方，其产品（或其零件）的出口（转口）按照目的地国家和其产品原产国对出口和海关的相关现行规定可能需要哪些批准或通知。为此，供应商应在其报价、订单确认和发票中至少提供以下信息：

- 如果为德国供应商，应提供符合德国《外贸和付款条例（*Außenwirtschaftsverordnung*）》附件 AL 的出口商品目录编号或适用于该等供应商的



pendix AL to the German Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung*) (in case of German Suppliers) or similar items of relevant export lists as applicable for the respective Supplier,

- for US-American Products the ECCN (Export Control Classification Number) in compliance with the US Export Administration Regulation (EAR),
- the commercial origin of the Products and of its components including technology and software,
- whether or not the Products have been transported across the USA, manufactured or stored in the USA or manufactured by means of American technology,
- the statistic product number (HS code) of the Products; and
- a contact person of the Supplier in charge of respective matters.

On Diehl CONTROLS's request the Supplier shall provide any further export information on the Products and its components in writing as well as to inform Diehl CONTROLS about any changes in the aforementioned information (prior to delivery of any Product with regard to which there are changes in the above mentioned information).

### 13. Force Majeure

13.1 "Force Majeure" shall mean any event which is not within the control of the Parties or their affiliates and which is unforeseeable, the occurrence and consequences of which cannot be avoided or overcome, and which arise after the respective order has been agreed and prevent total or partial performance of the obligations of a Party. Such events shall include acts of government, strikes, labour disputes, fire, explosion, earthquakes, volcanic eruptions, typhoons, flood,

相关出口商品目录的类似编号，

- 如果为美国产品，应提供符合美国《出口管理条例》（EAR）的 ECCN（出口控制分类编号），
- 产品及其部件的商业来源，包括技术和软件，
- 产品是否曾在美国各地运输，是否在美国制造或储存或者是否使用美国技术制造，
- 产品的统计产品编码（海关编码）；以及
- 供应商负责相关事务的联系人。

应代傲控制的要求，供应商应当以书面形式提供有关该产品及其部件的任何进一步出口信息，以及就前述信息的任何变更通知代傲控制（如果上述信息发生变更，应在交付该等产品之前发出通知）。

### 13. 不可抗力

13.1. “不可抗力”应当指双方或其关联方控制范围之外或无法预见的任何事件，该等事件的发生及其影响无法避免或克服且发生在相关订单商定之后，并对一方全部或部分义务的履行产生影响。该等事件应包括政府行为、罢工、劳资纠纷、火灾、爆炸、地震、火山爆发、台风、洪水、经济制裁、战争行为、流行病疫（包括甲型 H1N1 流感病毒、非典型肺炎，禽流感等）、恐怖主义、自然灾害以及一般国际商业惯例认定为不可抗力

economic sanctions, acts of war, epidemics (including H1N1, SARS, bird flu, etc.), terrorism, acts of God and other events which are accepted as force majeure in general international commercial practice. If an event of Force Majeure occurs and affects the performance of the obligations of a Party, such performance shall be suspended during the period of delay caused by the Force Majeure, and this shall not constitute a breach of contract. In the event of Force Majeure, each Party shall immediately consult with the other Party in order to find an equitable solution and shall use all reasonable endeavours to minimize the loss suffered by the Parties as a direct or indirect consequence of such Force Majeure.

**13.2** Should a Force Majeure event lasts more than 1 (one) month, Diehl CONTROLS shall be – without prejudice to other rights – entitled to withdraw from the affected orders.

#### **14. Corporate Compliance**

Supplier acknowledges and undertakes to comply during the entire supply relationship with the „General Business Principles of the Diehl Corporate Group“ published on the official web-site „diehl.com“. Additionally Supplier warrants that it carries out his business in full accordance with applicable law, in particular anticorruption, anti-trust and competition law, and that it will not violate these regulations in a direct or indirect manner.

#### **15. Compliance with EU Law**

Supplier will comply in every respect and for each of the Products with the requirements and obligations of the REACH Regulation of the EU (VO (EG) No. 1907/2006 as of 18 December 2006) and of the RoHS-Directive of the EU (RL 2002/95/EG as of 27 January 2003) in its last ap-

的其它事件。如果发生不可抗力事件并影响一方义务的履行，则应在不可抗力造成的延迟期限内暂停履行该等义务且不构成合同违约。如果发生不可抗力事件，任何一方应当立即与另一方协商应对措施，并应采取所有合理努力来减小该等不可抗力对各方造成的直接或间接影响。

**13.2.** 如果不可抗力事件持续超过 1（一）个月，则代傲控制有权在不影响其它权利的情况下撤销受到该等事件影响的订单。

#### **14. 企业合规**

供应商承认并承诺在整个供应关系期间遵守官方网站“diehl.de”发布的《代傲企业集团通用商业原则》。此外供应商保证其业务经营完全遵守适用法律，尤其是反腐败法、反垄断法和竞争法，而且其不会以直接或间接方式违反该等法律和法规。

#### **15. 遵守欧盟法律**

供应商将在各个方面遵守欧盟化学品管理局的 REACH（化学品的注册、评估、授权与限制）法规（VO (EG) No. 1907/2006，2006 年 12 月 18 日起实施）以及欧盟 ROHS 指令（关于电子电气设备中有害物质使用的限制）（RL 2002/95/EG，2003 年 1 月 27 日起实施）适用版本（包括但不限于该等规

plicable version (including but not limited to changes and amendments to these rules and, as applicable, its transformations into national law by the EU member states). Diehl CONTROLS will provide Supplier on request a copy of the above mentioned rules. On request of Diehl CONTROLS Supplier shall confirm in writing that any respective Product complies with the above mentioned rules for this specific Product; such confirmations of the Supplier may be used by Diehl CONTROLS vis-à-vis its customers.

## 16. Final Provisions

**16.1.** The place of performance for all obligations governed by these Conditions shall be the place of delivery specified by Diehl CONTROLS. If no place of delivery is specified, the factory of Diehl CONTROLS located in Nanjing/China shall be deemed to be the place of performance.

**16.2.** Should any of these Conditions and the further agreements entered into be or become invalid or ineffective, the validity of the remaining provisions shall not be affected thereby. The Parties undertake to replace the provision that is or has become invalid/ineffective by such a valid/effective provision as comes closest in its economic effects to the original provision.

**16.3.** Applicable Law/Place of Jurisdiction/Arbitration

**16.3.1.** Provision for supplier seated **outside** of a member state of the European Union

With respect to orders placed with Suppliers seated **outside** of a member state of the European Union, these Conditions shall be exclusively governed by the laws of China to the exclusion of the provisions of the Convention on Contracts for the International Sale of Goods (CISG) and to the exclusion of private international law. Any disputes arising out of or in connection with the respective orders and deliveries shall be exclusively and fi-

章的修改和修订，如果欧盟成员国将该等规定转变为国家法律，还包括该等国家法律）有关每一项产品的规定和义务。代傲控制将应供应商的要求提供上述规章的副本。应代傲控制的要求，供应商应提供任何特定产品遵守上述规章的书面确认；供应商的该等确认可由代傲控制用于与其客户的当面议。

## 16. 最后条款

**16.1.** 本《条件》项下的所有义务的履行地应为代傲控制指定的交付地点。如果未指定交付地点，则代傲控制位于中国南京的工厂应视为履行地点。

**16.2.** 如果《条件》以及未来签订的进一步协议中的任何条件成为或者变为无效或失效，则其余条款的有效性不应受到影响。各方承诺将已经变为无效/失效的条款替换为与原有条款的经济效力最接近的有效条款。

**16.3.** 适用法律/裁判管辖地/仲裁地

**16.3.1.** 适用于位于欧盟成员国之外的供应商的规定

对于向位于欧盟成员国之外的供应商下达的订单，本《条件》应受到中国法律的排它性管辖，排除适用《联合国国际货物销售合同公约》（CISG）和国际私法的条款。因相关订单和交付发生或与相关订单和交付有关而发生的任何争议应当由位于上海的中国国际经济仲裁委员会（仲裁委员会）作出唯一和最终的裁决。该等仲裁裁决应为终局裁决，对于代傲控制和供应商应当具有约束力且不可上诉。该等仲裁应以英文进行。

**16.3.2** 适用于位于欧盟成员国之内的供应商的规定

nally decided by the branch of the China International Economic and Trade Arbitration Commission ("CIETAC") located in Shanghai according to the than applicable CIETAC-rules of arbitration. The arbitration award shall be final, binding and non-appealable for Diehl CONTROLS and Supplier. The arbitration shall be held in the English language.

**16.3.2. Provision for supplier seated **within** a member state of the European Union**

With respect to orders placed with Suppliers seated **within** a member state of the European Union these Conditions shall exclusively be governed by German Law to the exclusion of the provisions of the Convention on Contracts for the International Sale of Goods (CISG) and to the exclusion of private international law. Exclusive place of jurisdiction for all disputes arising out of or in connection with such orders shall be the courts located in Wangen/Allgäu, Germany.

对于向位于欧盟成员国之内的供应商下达的订单，本《条件》应受到德国法律的排它性管辖，排除适用《联合国国际货物销售合同公约》（CISG）和国际私法的条款。对于因该等订单发生或与该等订单有关而发生的所有争议，位于德国 Wangen/Allgäu 的法院具有专属司法管辖权。