



一般采购条件

General conditions of purchase

1. 范围 Scope

我们只根据《通用采购条件》下订单。即使我们没有明确表示反对，其他条件也不会成为合同的组成部分。如果我方在没有明确反对的情况下接受交货或履约则在任何情况下均不得视为接受或同意其他条款和条件。

We will only place orders on the basis of the General Conditions of Purchase. Other conditions do not become part of the contract even if we do not expressly object to them. If we accept delivery or performance without expressly objecting to it, we shall in no case be deemed to have accepted or agreed to the other terms and conditions.

2. 合同的签订 Conclusion of the contract

只有书面采购订单才对我方具有约束力。口头协议只有经我方书面确认后才具有约束力。同样适用于采购订单的修改和变更。

Only written purchase orders are binding on us. Oral agreements are only binding if they are confirmed in writing by us. The same applies to amendments and changes to purchase orders.

3. 价格 Price

规定的价格为固定价格，不包括各类附加费用。如果订单中未规定价格，则应适用现行清单价格，并扣除商业上可获得的折扣。在没有其他规定的情况下，价格包含送货地费用，并包括包装，保险费用。

The prices specified are fixed prices, excluding all types of surcharges. If no price is specified in the order, the current list price shall apply, less commercially available discounts. In the absence of any other stipulation, the price includes the cost of the place of delivery and includes the cost of packaging and insurance.

4. 交货时间 Delivery time

规定的交货时间具有约束力。在收货或应用地点收货或成功验收的时间是遵守交货时间或交货期的决定性因素。供应商/服务提供商有义务赔偿因延迟造成的所有损失。接受延迟提供的服务或交货不能解释为放弃赔偿要求。如果由于供应商的责任导致无法遵守规定的时间交货，我们有权在合理的延期期满后自行决定要求供应商赔偿未履行造成的合同造成的损失，无论是否有额外的法律要求，或从第三方获得替代方案或撤销合同。如果在双方约定的日期

之前交货，我方有权将货物退还给供货方并由供货方承担费用，或者将货物储存至双方约定的交货日期，仓储期间产生的费用将向供货方开具发票。

The stipulated delivery times are binding. The time of receipt or successful acceptance of the goods at the place of receipt or application is decisive for compliance with the delivery time or delivery period. The supplier/service provider is obliged to indemnify all damages caused by delays. Acceptance of delayed services or deliveries shall not be construed as a waiver of claims for compensation. If it is not possible to comply with the specified time of delivery due to the supplier's responsibility, we are entitled, at our own discretion, after the expiry of a reasonable period of extension, to demand compensation from the supplier for the damage caused by the non-performance of the contract, irrespective of additional legal requirements, or to obtain an alternative from a third party or to withdraw from the contract. In the event of delivery before the mutually agreed date, we shall be entitled to return the goods to the supplier at his expense or to store them until the mutually agreed delivery date, the costs incurred during storage being invoiced to the supplier.

5. 付款条件 Terms of payment

在将货物完全送达指定收货地址并提供正确的发票之前，付款期限和付款期尚未开始。一旦发现瑕疵，我们有权拒绝付款。我们保留选择付款方式的权利。付款的及时性完全取决于收款人或银行是否在付款期限内收到转账。

Payment terms and payment periods have not commenced until the goods have been fully delivered to the designated delivery address and a correct invoice has been provided. We reserve the right to refuse payment in the event that a defect is discovered. We reserve the right to choose the method of payment. The timeliness of payment is entirely dependent on the receipt of the transfer by the payee or bank within the payment term.

6. 保修 Warranty

保修应根据法律规定确定，但随后不得有任何不同的规定。供应商/卖方保证其交付的所有物品和提供的所有服务符合最新的技术水平、相关法律规定、当局、专业协会和行业协会的规定和指导原则。在个别情况下，如需偏离这些规定，供应商必须首先获得我们的书面同意。供应商的其他担保或



保证义务不受此同意书的影响。如果卖方对我方的执行方式有异议，则必须立即通知我方。一旦在业务有序发展的情况下确定供货或履约存在缺陷，我们将立即通知供货商。电脑保修期 36 个月， 阀为 24 个月， 其余产品保修期为 12 个月，从风险转移开始计算。在保修期内，因交付或服务缺陷而受到追责的，供应商必须立即免费（包括所有附带费用）通过维修或更换来纠正缺陷部件。根据我们的判断，通过维修或更换来纠正有缺陷的部件。附加索赔，其他要求，特别是转换、减少或赔偿损失的要求，不受此影响。

The warranty shall be determined in accordance with the legal provisions, but shall not subsequently be different in any way. The supplier/vendor guarantees that all items delivered and all services provided by him comply with the latest state of the art, the relevant legal provisions, the regulations and guidelines of authorities, professional associations and trade guilds. In individual cases where deviations from these regulations are required, the supplier must first obtain our written consent. Other warranty or guarantee obligations of the supplier are not affected by this consent. If the seller disagrees with our manner of execution, he must inform us immediately. We will notify the supplier as soon as a defect in delivery or performance has been established in the context of the orderly development of business. The warranty period is 36 months for computers, 24 months for valves and 12 months for the rest of the products from the transfer of risk. In the event of recourse for defective delivery or service during the warranty period, the supplier must rectify the defective parts by repair or replacement immediately and free of charge (including all incidental costs). Correction of defective parts by repair or replacement at our discretion. Additional claims, other claims, in particular claims for conversion, reduction or compensation of damages, are not affected by this.

如果供应商在我方规定的合理期限内未履行其保修义务，我方可自行采取必要措施，费用和 risk 由供应商承担，而不考虑其保修义务。在紧急情况下，我们可以自行或委托第三方对缺陷进行修复。在与供货商协调后，由供货商承担费用和 risk。如果事先与卖方无法协调，我们也有此权利，由于特殊需要或延误 risk，特别是即将出现异常高的损失。为了不影响生产，我们将在不事先协调的情况下对轻微缺陷进行补救。但不影响供应商的保修义务、但不影响供应商的保修义务。

If the supplier does not fulfil its warranty obligations within a reasonable period of time specified by us, we may take the necessary measures ourselves, at the supplier's expense and risk, irrespective of its warranty obligations. In case of emergency, we may repair the defects ourselves or commission a third party to do so, at the supplier's expense and risk, after co-ordination with the supplier. We also have this right if

prior co-ordination with the seller is not possible, due to special needs or risk of delay, especially if unusually high losses are imminent. In order not to affect production, we will remedy minor defects without prior coordination. This does not affect the warranty obligations of the supplier, but does not affect the warranty obligations of the supplier.

7. 产品责任 Product Liability

如果我们因产品责任或其他法律规定而被第三方追究责任，供应商有义务在我们首次提出要求时，在供应商对引发责任的错误负有责任的范围内，对我们的所有索赔进行赔偿。上述赔偿义务也适用于因必须采取生产召回行动而产生的所有应计支出和费用，特别是产品安全法范围内的召回行动。

If we are held liable by third parties for product liability or other legal provisions, the supplier is obliged to indemnify us against all claims to the extent that the supplier is liable for the error that triggered the liability, to the extent that the supplier is liable for the error that triggered the liability, at the time of the first request. The above obligation to indemnify also applies to all accrued expenses and costs incurred as a result of the necessity of a production recall action, in particular within the scope of the Product Safety Act.

8. 不披露 Non-disclosure

所有资料、图纸、草稿、样品或其他文件或物品，我方为提交报价或执行订单而放弃的所有信息、图纸、草稿、样品或其他文件或物件，均属我方财产，不得复制或向第三方提供，不得用于任何其他目的

All information, drawings, drafts, samples or other documents or objects, which we waive for the purpose of submitting a quotation or executing an order, are our property and may not be reproduced or made available to third parties and may not be used for any other purpose

9. 一般情况下 General

如果本《通用采购条件》的个别条款全部或部分无效，不影响其余条款的有效性。双方同意以最接近无效规定的经济目的的规定取代无效规定。

If individual provisions of these General Conditions of Purchase are invalid in whole or in part, this shall not affect the validity of the remaining provisions. The Parties agree to replace the invalid provision with the provision that most closely approximates the economic purpose of the invalid provision.