

BOSCH CHINA

Terms and Conditions of Purchase-Bosch China 采购通则——博世（中国）

These Terms and Conditions of Purchase (the “Terms”) shall apply to business transactions with companies, legal entities under public law and special funds under public law and shall govern our worldwide purchasing transactions.

这些采购条款和条件（“采购通则”）应适用于与公司、公法规定的法律实体和公法规定的特别基金进行的商业交易，并应管辖我方的全球采购交易。

1. General 总则

Our Terms apply to the exclusion of any terms and conditions of the supplier conflicting or deviating from our Terms unless we have expressly agreed to them in writing. Acceptance of or payment for the supplier’s goods and services (the “Goods”) shall not constitute an agreement of any such terms and conditions even if the acceptance or payment is made with knowledge of conflicting or supplementary terms and conditions of the supplier. Any terms and conditions of the supplier previously agreed that conflict with or supplement these Terms shall no longer be deemed agreed.

我方的采购通则排他适用于，任何与我方的采购通则相冲突或相背离的供应商的条款和条件，除非我方以书面形式明确同意它们，否则均不应适用。接受供应商的货物和服务（“货物”）或为其付款不应构成对任何此类条款和条件的同意，即使该等接受或付款是在知晓与我方采购通则冲突或补充的供应商合同条件与条款的情况下作出的。之前同意的供应商的任何条款和条件如果与采购通则相冲突或补充，则不应再被视为同意。

2. Conclusion of and Modifications to the Contract 合同的订立和修改

2.1 Orders, contracts, and order releases as well as variations and supplements thereto must be made in writing.

订单、合同订立以及订单的下达及其修改和补充均须以书面形式作出和进行。

2.2 Oral agreements of any kind, including subsequent variations and supplements to our Terms must be confirmed by us in writing to become effective.

任何形式的口头协议包括对我方采购通则后续的修改与补充，都必须经我方书面确认后方能生效。

2.3 Any communication required in writing by these Terms may be sent by telefax, remote data transmission or email.

本采购通则要求的任何书面通信可以通过电传、远程数据传输或电子邮件发送。

2.4 Cost estimates shall be binding and shall not be compensated unless expressly agreed otherwise.

成本估算具有约束力，除非另有明确约定，否则不予补偿。

2.5 We shall be entitled to cancel any order that is not accepted by the supplier within two weeks from the date of its receipt.

如果供应商在收到订单的两周内没有接受订单，我方有权取消订单。

2.6 As part of an agreed planning system for purchase orders and order releases, order releases shall become binding provided the supplier does not reject them within two working days of their receipt.

凡在订单和分订单下达计划框架内下达的分订单，如供应商在收到订单下达后的两个工作日内没有书面提出反对意见的，则订单生效。

2.7 The Packaging Specifications and the Logistics Manual of Robert Bosch GmbH shall apply (see under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#logistics-regulations-and-standards> “Logistics Supplier Manual”).

罗伯特·博世有限公司的包装规格和物流手册应适用（详见网址 <https://www.bosch.com/company/supply-chain/information-for-business-partners/#logistics-regulations-and-standards> 中的物流与供应商手册）。

2.8 For work and services, the supplementary Terms and Conditions of Purchase for Work and Services of Bosch China shall apply (see under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#purchasing-terms-and-conditions> “Global Supplementary Terms & Conditions”).

对于工作和服务，应适用博世中国工作和服务的补充采购条款和条件（详见网址 <https://www.bosch.com/company/supply-chain/information-for-business-partners/#purchasing-terms-and-conditions> 中的全球补充条款和条件）。

2.9 Within a reasonable period of time following our request, the supplier shall submit to TISAX testing (www.tisax.de) in accordance with the test target required by us and provide us with the test result.

在我方提出要求后的合理时间内，供应商应根据我方提出的测试目标进行 TISAX 测试（www.tisax.de），并向我方反馈测试结果。

3. Delivery 交付

3.1 Agreed delivery periods and delivery dates are binding. Relevant for compliance with agreed delivery dates or delivery periods shall be the receipt of the Goods by us. Unless delivery “free at factory gate” is agreed (DAP® or DDP® as per Incoterms 2020), the supplier shall make the Goods available in good time and shall factor in the time needed for loading and shipment as agreed with the carrier.

商定的交货期和交货日期是有约束力的。是否符合交货期限和交货日期应以我方收到货物之日为准。除非同意“指定目的地交货”（DAP®或 DDP®, 根据《国际贸易术语解释通则》2020），供应商应及时提供货物，并应考虑到与承运人商定的装载和运输所需时间。

3.2 If the supplier is responsible for assembly or installation, the supplier shall bear all the necessary cost such as travel expenses, provision of tools and daily allowances.

如果供应商负责设置或安装，供应商应承担所有必需的费用，例如交通费、工具的提供和每日的津贴。

3.3 If the supplier fails to meet agreed delivery dates, the statutory provisions shall apply. The supplier must immediately notify our ordering department if it anticipates difficulties with respect to production, the supply of precursor material, compliance with the agreed timescale or similar circumstances that could interfere with supplier’s ability to deliver on time or to deliver the agreed quality.

如果供应商未能遵守约定的交货日期，法定规则应当适

用。如果供应商预计在生产、原材料的供应、遵守约定的时间区间或类似情况方面存在困难，可能影响供应商按时交货或交付约定质量的能力，则必须立即通知我方的采购部门。

- 3.4 The unconditional acceptance of a delayed delivery or service as well as a joint determination of a different delivery date that takes the delay into account, shall not constitute a waiver of any claims for the delayed delivery or service; this applies until we have fully paid all amounts owed for the particular delivery or service.

无条件接受延迟交付或服务以及双方在考量交付情况后另行确定交付日期均并不构成对延迟交付或服务的任何索赔的放弃；前述内容持续适用，直至我方已经完全支付了对特定交付或服务所欠的所有款项。

- 3.5 The supplier shall not deliver ordered Goods by instalments unless expressly agreed or we can reasonably be expected to accept them.

供应商不得以分期交付方式交付订购的货物，除非我方明确同意或合理地预期我方会接受。

- 3.6 Quantities, weights and measurements of the Goods identified by us during incoming goods inspection shall determine supplier's compliance with contractually agreed values, subject to different quantities, weights or measurements being proved by the supplier.

货物数量、重量和尺寸应以我方在进货检查时确定的数值为准，除非供应商能证明不同的数量、重量或测量值。

The supplementary Terms and Conditions of Purchase for Software of Robert Bosch GmbH, as well as the supplementary Terms and Conditions for Products related to Open Source Software shall apply to software in addition to these Terms (see under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#purchasing-terms-and-conditions> "Global Supplementary Terms & Conditions")

罗伯特·博世有限公司的软件采购补充条款和条件，以及与开源软件相关的产品补充条款和条件适用于软件。（详见网址 <https://www.bosch.com/company/supply-chain/information-for-business-partners/#purchasing-terms-and-conditions> 中的全球补充条款和条件）。

- 3.7 Unless otherwise stipulated in the Supplementary Terms and Conditions of Purchase for Software, we shall be granted a non-exclusive, worldwide, unlimited, and irrevocable right to use the licensed software upon delivery. We shall be entitled to sublicense, rent, lease, or transfer the right to use the software in any other form to our affiliates, as well as to our subcontractors who are in charge of manufacturing our products and therefore require a right to use the software. We shall further be entitled to distribute the software to customers as part of a hardware product including a respective sublicense to use insofar as this is necessary for the use of the hardware.

除非在软件采购的补充条款中另有规定，待交付后我方应获得对该许可软件的非独占性、全球性、无限制且不可撤销的使用权。我方有权将软件的使用权以任何其他形式分许可、出租、租赁或转让给我方的关联公司，以及负责制造我方的产品并因此需要软件使用权的分包商。我方还有权将软件作为硬件产品的一部分分发给客户，包括为使用硬件所需的相应的使用许可。

- 3.8 We also have the right to use provided software, including any documentation, with the agreed performance characteristics and to the extent necessary for the use of the product in accordance with the agreement. We also have the right to make copies as necessary for backup and archive purposes.

我方也有权按照相关协议约定的性能特征并为使用产品之必要而使用该软件(包括软件的资料文件)；我方亦有权对上述软件(包括软件的资料文件)予以合理数量的备份。

4. Force Majeure 不可抗力

- 4.1 In the event of acts of God, operational disturbances without fault, riots, any action taken by a government or public authority or other circumstances not within our reasonable control such as pandemics, we shall, for the duration of such event, not be liable for a delay or failure to accept delivery of the goods or performance of services. Either party shall be obliged to promptly provide to the other party all reasonable information, and to temporarily adapt their obligations in good faith to the altered circumstances, in particular to possibly altered market conditions. During such events and for a period of two weeks thereafter, we shall be entitled, without prejudice to any other rights we may have, to rescind from the contract in whole or in part, provided a contractual adjustment is not possible, and provided that such events are not of inconsiderable duration.

如果发生天灾、非我方过错的运营中断、暴乱、政府或公共机构采取的任何行动或其他不在我方合理控制范围内的情况，如大流行病，在该事件期间，我方将不对延迟接受或不接受货物交付或服务的履行负责。任何一方都有义务及时向另一方提供所有合理的信息，并根据改变的情况，特别是可能改变的市场条件，真诚地临时调整他们的义务。在这种情况下，以及在此后的两周内，如果合同无法调整并且这种情况的持续时间并非微不足道，在不影响我方可能拥有的任何其他权利的情况下，我方应有权全部或部分解除合同。

- 4.2 The provisions of clause 4.1 above shall also apply in the case of labor disputes.

上述第 4.1 条亦适用劳动争议事件。

5. Dispatch Note and Invoice 发货单和发票

The instructions included in our orders and order releases shall apply. Invoices shall be addressed to the invoice address specified in the order or order release and shall be sent as a single copy showing the invoice number and other allocation references; the invoice must not be enclosed with the shipments.

我方的订单和订单发布中包含的指示应适用。发票编号和其它参照信息应记载于同一张发票中并寄往订单或订单发布中指定的发票地址；发票不得与货物一并附上。

6. Pricing and Transfer of Risk 定价和风险转移

Unless otherwise agreed, the prices are "Free Carrier (named place)" (FCA® Incoterms 2020) including packaging. Value added tax (VAT) is not included. The supplier shall bear all risks of loss or damage to the goods until they are loaded onto the means of transport provided by us or by our representative, or, if agreed, until the goods are received at the agreed delivery location.

除非另行约定，价格（包装成本包括在内）适用“货交承运人（目的地）”（FCA® 2020 年国际贸易术语解释通则）。增值税（VAT）不包括在内。货物在装载至我方或我方代表提供的运输工具上之前，或根据合同约定交至指定的交付地点前，货物的所有毁损和灭失风险，由供应商承担。

7. Payment Terms 支付条款

Unless otherwise agreed, the invoice shall be paid within 120 days after receipt of a duly issued invoice to the invoice address as instructed by us.

除非另有约定，应在正式发票送达我方所指定的地址后的120天内完成支付。

Payment shall be made subject to invoice verification and after receipt of the goods or performance of the service.

应待发票核实完毕并在收到货物或服务后完成价款支付。

8. Notification of Defects

对瑕疵或缺陷产品的通知

8.1 Our incoming goods inspection shall be limited to obvious damages, in particular transport damage, and discrepancies in identity or quantity of the Goods, except as otherwise agreed in the Agreement on Quality and Corporate Social Responsibility.

我方的进货检查应仅限于明显的损坏，特别是运输损坏，以及货物的类别或数量的差异，除非质量与企业社会责任协议中另有约定。

8.2 We will give notice of any defects found immediately after their discovery.

我方将在发现瑕疵或缺陷之后立即通知贵方。

8.3 To this extent, the supplier waives the objection of delayed notification of defects.

供应商放弃对延迟发出的瑕疵或缺陷通知提出异议的权利。

9. Claims for Defects

对瑕疵或缺陷产品的索赔

9.1 Unless otherwise stated below, the statutory provisions for defects as to quality and defects of title shall apply.

除非下文另有说明，条款对质量瑕疵或缺陷和权利瑕疵的相关规定应当予以适用。

9.2 We have the right to select the type of subsequent performance. Place of performance for such remedy shall be the intended location of the Goods. This shall be the place where the Goods are located at the time of the warranty claim.

我方有权选择继续履行的方式。这种补救措施的履行地点应是货物的预期目的地。该地应为发生瑕疵/缺陷索赔时货物所在地点。

9.3 In the event the supplier fails to commence rectifying the defect following our request to do so and following expiry of a reasonably short grace period, we shall be entitled, in urgent cases (in particular to prevent imminent danger or greater damage to the Goods), to rectify the defect ourselves or have it rectified by a third party at the supplier's cost.

如果供应商没有在我方要求其修正瑕疵或缺陷后立刻开始修正该等瑕疵或缺陷，则在紧急情况下，尤其是为了避免面临的风险或防止损失，我方有权自行或通过第三方修正该等瑕疵或缺陷，相关费用由供应商承担。

9.4 The supplier shall indemnify us and hold us harmless from any claims for the violation of third party rights by the Goods, unless the supplier can prove not to be liable for the violation. Immediately upon request, the supplier shall provide us with all information and documents on his goods and services that are required for the defense against such third party claims. Further, the supplier shall provide reasonable support in proving that the Goods are free from third-party rights, such as e.g. research on third party IP rights, and shall, on request, make respective documents and analyses available.

供应商应赔偿我方，并使我方免受任何因货物侵犯第三方权利而产生的索赔，除非供应商能证明其对该侵权行为没有

责任且不应负责。在我方提出要求后，供应商应立即向我方提供有关其货物和服务的所有信息和文件，以抵御此类第三方索赔。此外，供应商应提供合理的支持，以证明货物不受第三方权利的影响，例如对第三方知识产权的重新研究，并按要求提供相关文件和分析。

9.5 The limitation period for indemnity claims shall be three years. The limitation period for indemnity claims shall begin at the end of the year in which the claim arose and in which we became aware, or without gross negligence ought to have become aware, of the circumstances supporting the claim and of the person liable. Any longer statutory limitation periods shall take precedence. This shall also apply to the aforementioned right to access information and documents.

索赔提出的时限为3年。该时限应当起算于此等索赔发生且我方已知晓可证明该索赔的情形并且知晓债务人当年的年底，或我方应当知晓上述情况且无重大过失时起算。任何更长的法定时效期限应优先适用。本条也适用于上述额外的针对信息和文件的诉求。

9.6 The limitation period for claims for defects shall be three years unless the Goods have been used according to their conventional purpose for a construction, and have caused the defectiveness thereof. The limitation period shall commence - except in the event of fraudulent misrepresentation - upon completion of delivery of the Goods (transfer of risk). Any longer statutory limitation periods shall take precedence.

瑕疵索赔的时效期为三年，除非货物已按其常规用途用于建筑，并因此导致了瑕疵的发生。除欺诈性虚假陈述的情况外，时效期应从货物交付（风险转移）完成后开始计算。任何更长的法定时效期限应优先适用。

9.7 For claims based on defects of title, clause 9.5 (limitation period for indemnity claims) shall apply accordingly. Any longer statutory limitation periods shall take precedence.

对于基于所有权瑕疵的索赔，应相应地适用9.5的规定（赔偿索赔的时效期）。任何更长的法定时效期限应予以优先适用。

9.8 If the supplier effects its obligation of subsequent performance by supplying replacement goods, the limitation period of such replacement goods shall begin anew upon their delivery, unless the supplier explicitly and correctly made the reservation when effecting the subsequent performance that the replacement goods were delivered as mere good will and to avoid disputes, or to continue the business relationship.

如果供应商通过提供替换货物来履行其继续履约义务，则该替换货物的时效期应从其交付时重新开始，除非供应商在履行继续履约义务时明确并正确地提出保留意见，即替换货物的交付仅仅是出于善意和避免纠纷，或为了继续业务关系。

9.9 The supplier shall bear all costs for transport, travel, labor, installation, dismantling and material arising in the context of the subsequent performance. If, as a result of defective Goods, we incur costs and expenses in connection with the repair or replacement of the defective Goods, and we were entitled to reasonably make them, in particular costs and expenses for sorting, for an incoming goods inspection exceeding the regular scope, for an examination and analysis of the defect, as well as costs for the involvement of external or internal staff, the supplier shall bear these costs unless he is not liable for the defect.

供应商应承担继续履行过程中产生的所有运输、差旅、人工、安装、拆卸和材料费用。如果由于货物有瑕疵/缺陷，导致我方发生任何维修或重置（我方有权或有理由进行此等维修或重置的情形下）成本或开支，尤其是关于分拣、超过常规范围的进货检验、关于瑕疵或缺陷的检验和分析、以及引入外部或内部人员的成本，供应商应当完全承担上述成本和费用，除非其对此等瑕疵或缺陷没

有责任。

9.10 Insofar as our customers are automotive manufacturers and use a reference market procedure or a similar, in the automotive industry common, procedure for determining and settling warranty claims for defective Bosch products, this procedure shall also apply to the relationship between the supplier and us if the defect is attributable to the supplier's products.

鉴于目前汽车制造商（作为我方的客户）采用参考市场程序（或其他在汽车制造工业领域类似的一般程序）判定并解决针对博世瑕疵或缺陷产品的质量保证金索赔，若任何产品瑕疵或缺陷可归因于供应商产品，该等程序也同样适用于我方与供应商业务关系中。

9.11 The supplier shall be liable for the fault of its sub-suppliers as it is for its own faults.

供应商应当将其子供应商的过错视为自身的过错并承担连带责任。

10. Product Liability and Recall 产品责任和召回

10.1 In the event of a product liability claim, the supplier is obliged to indemnify us and hold us harmless from such claims if and to the extent the damage was caused by a defect in the Goods supplied by the supplier. In cases of liability based on fault, this shall only apply if the supplier is at fault. Insofar as the cause of the damage falls within the area of responsibility of the supplier, the supplier shall bear the burden of proof not to be at fault.

在产品责任索赔的情况下，如果损害是由供应商提供的货物的瑕疵/缺陷造成的，供应商有义务对我方进行赔偿并使我方不受影响。如果是基于过错的责任，这只适用于供应商有过错的情形。只要损害的原因属于供应商的责任范围，供应商应承担不存在过错的举证责任。

10.2 In the cases of clause 10.1 above, the supplier shall bear all costs and expenses, including any legal fees, except such costs are in total not necessary and reasonable.

在上述第 10.1 款的情况下，供应商承担所有费用和开支，包括任何法律行动的费用，除非该等费用完全不必要且不合理。

10.3 In all other respects, the statutory provisions shall apply.

在其他方面，应遵循法定规定。

10.4 Prior to any recall action which is partially or wholly caused by a defect in the supplier's Goods, we shall notify the supplier, give the supplier the opportunity to collaborate, and discuss with the supplier the efficient initiation of the recall action, except such notification of or collaboration with the supplier is not possible due to the particular urgency. The costs of the recall action shall be borne by the supplier to the extent that a recall action is caused by a defect in the Goods supplied by the supplier, except the supplier is not liable for the defect.

在进行因供应商提供的产品的全部或部分瑕疵/缺陷而进行的任何召回活动之前，我方将通知供应商，为供应商提供合作机会并与供应商讨论有效率的召回方式，因情况的紧急程度而无法通知供应商或与供应商合作的除外。因供应商提供的产品的缺陷而遭致的召回，召回费用应由供应商承担，除非供应商对产品瑕疵/缺陷完全没有责任。

11. Rescission and Termination 解除和终止

11.1 In addition to the statutory rights of rescission, we shall be entitled to rescind from the contract if there is or threatens to

be a fundamental deterioration to the financial circumstances of the supplier that jeopardises the performance of any supply obligation to us.

除法定解除权外，如果供应商的财务状况出现或有可能出现根本性恶化，并因此危及到我方供应义务的履行，我方有权解除合同。

11.2 We further have the right to rescind from the contract if

在以下情况下，我方有权解除合同：

- the supplier meets the criteria for insolvency;
供应商满足破产条件；
- the supplier suspends payment of its debts;
供应商中止清偿债务；
- over-indebtedness of the supplier becomes apparent;
供应商出现明显的资不抵债；
- the supplier files a petition for institution of insolvency proceedings or comparable debt settlement proceedings over its assets or business operation.
供应商就其资产或业务运营提出破产申请或相关债务结算申请。

11.3 In the event of a contract for performance of recurring obligations, clauses 11.1 and 11.2 shall apply by analogy provided that the right to rescind from the contract shall be substituted by an extraordinary right to terminate the contract with immediate effect.

如果是履行经常性义务的合同，第 11.1 和 11.2 款应类推适用，但合同的解除权将被替换为终止合同的特别权利，而无需另行通知。

11.4 If the supplier partially performed, we are only entitled to rescind from the whole contract if we have no interest in the partial performance.

如果供应商进行了部分履约，如我方就该部分履行无法受益，则我方有权解除整个合同。

11.5 If we rescind from or terminate the contract by virtue of the foregoing contractual rescission or termination rights, the supplier shall compensate us for the loss or damage incurred as a result, unless the supplier did not cause the rights to rescind from or terminate the contract to arise.

如果我方基于上述条款行使解除权或终止权而解除或终止合同的，供应商应赔偿我方因此而遭受的损失或损害，非因供应商原因导致的解除或终止合同除外。

11.6 This clause 11 shall not affect any statutory rights or claims available to us.

本第 11 条不影响我方可以获得的任何法定权利或索赔。

12. Conducting Work 开展工作

12.1 Suppliers who carry out work on our factory premises in fulfillment of the agreement must observe the statutory laws and regulations as well as our plant regulations. The supplier shall nominate a key contact responsible for the order who shall ensure compliance with supervision and control duties. The key contact shall align with our coordinator prior to carrying out any work, shall implement appropriate safety precautions and shall inform us and third parties affected about risks resulting from one another. The supplier shall be responsible for the instruction and safety of its employees and subcontractors as well as for the elimination of risks for third parties. The supplier shall only use suitably and sufficiently qualified employees and safe working equipment on our premises. Any accidents occurring on our premises must be reported to us immediately.

为履行合同而在我方工厂开展工作的供应商必须遵守法定法律法规和工厂规定。供应商应当指定专人负责完成订单，此人应当确保履行其监督和控制职责。供应商负责人有义务在进行工作之前与我方协调员进行核对，以制定适当的安全预防措施，并告知我方和受影响的第三方可能的威胁。供应商应当负责对其员工以及分包商进行指导并负责其安全以及消除来自第三方的风险。供应商在工厂场所内应当仅使用合适且满足标准的员工和安全的工作设备。工厂现场发生的任何事故都必须立即报告给我方。

- 12.2 Suppliers which obtain access to IT systems of Bosch to fulfill their contractual obligations, have to limit the number of employees with access to IT systems of Bosch as much as possible and to inform Bosch upon request about their names in writing. They may neither to change independently any access rights granted to its employees nor to transfer such rights to a third party. While executing admin tasks, they may assign or change access rights only in accordance with existing regulations. They shall keep access to data as limited as possible and shall keep record of the access. They must ensure that while accessing the IT systems of Bosch by using their IT systems, unauthorized third parties cannot access the IT systems of Bosch nor by connections of their IT systems to other foreign networks.

为履行合同义务而访问博世 IT 系统的供应商须尽可能限制可访问博世 IT 系统的员工人数，并要求以书面形式告知博世该等员工的姓名。供应商既不得单独变更授予其员工的访问权，亦不得将此等权利转让予第三方。在执行管理任务时，供应商只能根据现行法规分配或更改访问权限。供应商应尽可能限制对数据的访问，并保存访问记录。供应商须确保在使用其 IT 系统访问博世的 IT 系统时，未经授权的第三方无法访问博世的 IT 系统，亦无法通过其 IT 系统与其他国外网络的连接访问博世的 IT 系统。

- 12.3 Supplier may assign only sufficiently qualified employees who have committed themselves to comply with the regulations regarding data security, data protection and confidentiality, and who have been trained to it on a regular basis. Supplier ensures that its employees fulfil their tasks with due diligence, while accessing IT systems of Bosch refrain from any attempt to access applications and/or data which they do not need to access in order to fulfil their tasks, do not change or transfer access rights without proper authorization, and access the internet via the IT systems of Bosch only if this is necessary to fulfil the contractual obligations.

供应商仅能委派有足够资质的员工，此等员工须遵守与数据安全、数据保护与保密相关的法规，并定期接受相关培训。供应商应确保其员工尽职尽责地完成其任务，在访问博世 IT 系统时，不得访问与完成其任务无关的应用程序和/或数据，不得擅自更改或转让访问权限，仅在履行合同义务所必需的情况下通过博世 IT 系统访问互联网。

13. Provision of Materials 物料供应

Materials, parts, containers and special packaging provided by us against payment or free of charge ("Provisions") remain our property; if payment is owed, this shall apply until full payment has been made. Provisions shall only be used in accordance with the contractually intended purpose. The processing and assembly of Provisions shall only take place on our behalf. The parties acknowledge that we shall be co-owner of the products manufactured with the Provisions in proportion to the value of the Provisions in relation to the value of the whole product; such co-owned products shall be kept safe for us by the supplier. We retain co-ownership on the products manufactured using our Provisions until all our claims arising out of the supply of Provisions have been satisfied in full.

由我方有偿或无偿提供的材料、部件、容器和特殊包装，

仍然是我方的财产（“备品”），如果需要付款，则直至完全付款前仍属我方财产。备品只能按指定用途使用。备品只能为我方之利益和目的进行加工和组装。双方同意我方应为使用我方备品生产的产品共同所有人，所有权比例为备品的价值占整个产品的价值的比例；供应商应为我方之利益妥善保管此等共同所有的产品。我方保留对使用我方备料生产的产品共同所有权，直至因备料供应引发的索赔全部解决为止。

The supplier is entitled to sell the products manufactured using our Provisions in its ordinary course of business subject to retention of title. The supplier hereby assigns to us all claims, including ancillary rights, arising or to arise from such resale in full. The assigned claims shall secure the claims we have accrued by supplying the Provisions. The supplier is entitled to enforce the assigned claims.

在我方保留所有权的前提下，供应商可在正常的业务过程中出售使用我方备品生产的产品。供货方在此将所有来自于该等出售的求偿权及附属权利。该转让的求偿额作为对我方就备品提出偿付的担保。供应商有权清收该转让的求偿额。

We may revoke the supplier's rights pursuant to this clause if the supplier fails to duly perform its contractual obligations, is in default of payment, suspends its payments, or if the supplier files a petition for institution of insolvency proceedings or of similar debt settlement proceedings over its assets. Further, we may revoke the supplier's rights under this clause 13 if its financial circumstances deteriorate fundamentally or threaten to do so or if the supplier meets the criteria for insolvency or over-indebtedness. Upon request of the supplier, if the value of the securities issued exceeds the value of our claims by more than 10 % in total, we shall release securities of our choice to this extent.

如果供应商未按规定履行对我方的义务、拖欠货款、停止付款，或者供应商就其资产申请启动破产程序或类似的债务清偿程序，我方可以撤销供方根据本第 13 条之规定享有的权利。如果供应商的财务状况从根本上恶化或有可能恶化，或者供应商符合破产或资不抵债的标准，我方也可以撤销供应商在本第 13 条下的权利。如果为我方提供的担保价值已超过我方债权价值的总和，且超过部分大于我方债权总额的 10%，我方将根据供应商的要求酌情解除担保。

14. Documentation and Confidentiality 文件及保密

- 14.1 The supplier shall keep all business and technical information made available by us (including features which may be derived from objects, documents or software provided and any other knowledge or experience) confidential as long as and to the extent that it is not proven public knowledge, and it may disclose such information only to those employees and representatives who necessarily need to know it for the contractual purpose, and who are themselves committed to confidentiality; the information remains our exclusive property. Without our prior written consent, such information must not be duplicated or commercially exploited, except for deliveries to us. At our request, the supplier shall immediately and in full return or destroy all information originating from us (if appropriate also including any copies or records made) and items provided by us. We reserve all rights to such information (including copyright and the right to file applications for intellectual property rights such as patents, utility models, semiconductor protection, etc.). In the event third parties provided the information to us, the reservation of rights shall also apply for the benefit of such third parties.

对于从我方获知的所有商业或技术信息（包括知悉的标的物的特征、交付的文件或软件以及任何其他信息或经验），只要未为公众所知的，供应商应当保密，并且该等信息只能提供给为合同之目的而需要知晓该等信息的

供应商员工和代表，且该等人员也应被要求对该等信息予以保密。未经我方事先书面同意，该等信息（向我方交付除外）不得被复制或用于商业用途。在我方要求时，从我方获得的所有信息（包括任何复印件或所作的纪录，如可行）以及借用的资料应当立即完全返还给我方或销毁。我方保留对此类信息的所有权利（包括著作权和申请各类工业产权，如专利、实用新型、半导体保护等的权利）。如果上述信息由第三方提供给我方，该等权利保留同样适用于该第三方。

- 14.2 “Supplier shall comply with and duly process the Component Supply Chain Chart (CSCC) which can be found on <https://www.bosch.com/company/supply-chain/information-for-business-partners/#quality-regulations-and-standards> under “Specific quality documents for Mobility Solutions”. For the avoidance of doubt, all information regarding applicable information of the supply chain shall be filled in to the best knowledge of supplier and updated, if necessary. Furthermore, upon Bosch request, Supplier shall support Bosch with any and all information regarding the supply chain in case of a respective governmental request. For the supply of Contract Products to BOSCH, SUPPLIER shall use best efforts to oblige its (sub-)suppliers in a similar way and have them also use best efforts to oblige its suppliers in a similar way and shall be responsible if the SUPPLIER did not succeed and is in such case obliged to get such information on its own and provide it to BOSCH.”

“供应商应遵守并妥填组件供应链表 (CSCC)，该表可在网 址 <https://www.bosch.com/company/supply-chain/information-for-business-partners/#quality-regulations-and-standards> 中“移动解决方案的特定质量文件”下进行下载。为免生疑义，供应商应尽其所知填写所有与供应链适用信息有关的信息，并在必要时进行更新。此外，应博世要求，供应商应在相关政府部门提出要求时，向博世提供有关供应链的任何及所有信息。在向博世提供合同产品时，供应商应尽最大努力要求其（分）供应商以类似方式履行义务，并要求其（分）供应商同样尽最大努力要求该（分）供应商之供应商以类似的方式履行义务。如果供应商未能妥当履行其义务，则应承担相应责任，且自行获取此等信息并交予博世。

- 14.3 Products manufactured on the basis of documentation drafted by us such as drawings, models and the like, or based on our confidential information, or manufactured with our tools or with copies of our tools, shall neither be used by the supplier itself nor offered or supplied to third parties.

基于我方设计的文件（例如图纸、模型和类似文件）或基于我方的保密信息或通过使用我方模具或使用我方模具的复制品而生产的产品，供应商既不能自己使用，也不能提供或供应给第三方。

This also applies analogously to our print orders.
本采购通则同样适用于我方的印制订单。

15. Export Control, Customs and Withholding Tax 出口管制、海关与预扣税

- 15.1 The supplier shall inform us in its business documents, or by other means of communication as specified by us (e.g. platforms), about any applicable requirements or restrictions for the (re-) export of the items (goods, software and technology) under applicable export control and customs regulations, as well as under the export control and customs regulations of the country of origin of the items. .

供应商应在其商业文件中，或通过我方指定的其他通讯方式（如平台），告知我方根据适用的出口管制与海关法规，以及物项原产国的出口管制和海关法规，对物项（货物、软件和技术）的（再）出口的任何适用要求或限制。 .

The supplier shall send the following information on items subject to (re-) export license requirements or restrictions to Bosch in proper method and in good time prior to the first delivery:

供应商应在首次交货前以适当的方式及时向博世发送以下有关受（再）出口许可要求或限制的物项的信息：

- Bosch material number,
博世的物料号，
- Product description,
产品描述，
- All applicable export list numbers including the Export Control Classification Number pursuant to the U.S. Commerce Control List (ECCN),
所有适用的出口编号，包括在美国商业管制清单中列明的出口控制归类号（ECCN），
- Country of origin of the items under commercial policy (non- preferential origin),
商业政策项下物项的原产国（非优惠原产国），
- HS Code of the items,
物项海关编码。

Supplier shall inform Bosch without delay in case of any changes of export license requirements export list numbers (including ECCN) for his items due to amendments of technical parameters, amendments of export control or customs laws or official directives.

如因技术参数修订、出口管制或海关法律变更或官方指令而导致其物项的出口许可要求、出口清单编号（包括ECCN）发生变更，供应商应及时告知博世。

Supplier shall provide the ECCN (including EAR99) to Bosch for all items subject to U.S. export controls.

供应商应向博世提供所有受美国出口管制的 ECCN（包括EAR99）。

- 15.2 The supplier is obliged to implement measures as appropriate for its business model to secure the supply chain as defined by the WCO SAFE Framework of Standards, and in particular, to support us in taking necessary measures to achieve and keep the authorization as Authorized Economic Operator (AEO). The supplier is obliged to provide appropriate evidence, e.g. authorizations or declarations such as security declarations, declarations within the scope of C-TPAT or similar programs. We, or a third party instructed by us, shall be entitled to examine the supplier’s evidence as set forth under this clause at the supplier’s premises.

供应商有义务实施适合其商业模式的措施，以确保世界海关组织标准框架所规定的供应链安全，特别是支持我方采取必要的措施，以实现和维持作为经认证的经营者（AEO）的授权。供应商有义务提供适当的证据，例如授权或声明，如安全声明、C-TPAT 或类似计划的声明。我方或我方委托的第三方有权在供应商处审查本条款规定的供应商的证据。

- 15.3 The supplier is obliged to inform us about the Goods’ non-preferential origin and shall indicate the same on the invoice. Upon our request, the supplier shall issue a certificate of origin. The supplier ensures to provide details about the required preferential origin and to enclose the required proof of origin with all deliveries from any member state of a free trade agreement/preferential agreement. For deliveries within the European Union (EU), the supplier shall issue a long-term supplier declaration in accordance with the relevant EU implementing regulation within a period of 21 days following our request. For initial deliveries, the supplier shall provide the information about the non-preferential and preferential origin in writing at the latest at the time of the first delivery. It shall notify us about subsequent changes immediately in writing.

- 供应商有义务告知我方货物的非优惠原产地，并应在发票上注明相同的信息。应我方要求，供应商应出具原产地证明。供应商确保提供所需的优惠原产地的详细信息，并在来自自由贸易协定/优惠协定的任何成员国的所有交货中附上所需的原产地证明。对于在欧盟（EU）范围内的交付，供应商应在我方提出要求后的 21 天内，根据相关的欧盟实施条例出具长期供应商声明。对于首次交付，供应商应最迟在首次交付时以书面形式提供关于非优惠和优惠原产地的信息，并应立即以书面形式通知我方随后的变化。
- 15.4 For deliveries across customs borders, the supplier is obliged to include all required documents with the delivery, such as commercial invoice, delivery note and all information necessary for a complete and correct import customs declaration. The following should be noted for the issuance of invoices:
关于跨越关境的交付，为进行完整而准确的进口申报，供应商有义务提供此等交付所需的所有文件，例如商业发票、交付凭证和信息。关于发票，应当注意以下情况：
- Costs not included in the goods price (e.g. costs for research and development, license fees, tooling costs, Provisions of the buyer relating to the shipment) shall be listed separately and in addition to the goods price.
 - 未被包含在货物价格中成本（例如，研发成本、许可费用、模具成本、由于交付货物而由买方提供的物品或费用），此等成本应当在发票中单列。
 - In case of free of charge deliveries, the supplier is obliged to indicate a value on the pro forma invoice that reflects the Goods' fair market price and add the statement „For Customs Purpose Only“.
 - 在免费交付的情况下，供应商有义务在形式发票上标注一个价值，该价值应当反映货物的公平市场价格并在形式发票上加上“仅供海关申报之目的”的声明。
- 15.5 The supplier shall support us by all available means to reduce or minimize our payment obligations regarding customs duties or costs for customs clearance.
供应商需采取所有可用的方式支持我方降低或最小化我方就关税或海关申报的费用支付。
- 15.6 The supplier shall support us by all available means, including providing requested information and documentation, in the event of Customs' detention.
如货物遭海关扣留，供应商应通过一切可用手段向我方给予支持，包括提供所需的信息与文件。
- 15.7 If we pay royalties to foreign suppliers, we are in principle obliged to withhold withholding taxes in accordance with Chinese Corporate Income Tax Law as well as the double tax treaty between China and the respective country in which foreign supplier has its residence.
如我方向国外供应商支付特许权使用费，原则上，我方有义务根据《中华人民共和国企业所得税法》以及中国与国外供应商所在国之间的双重征税协定代扣代缴税款。
- 15.8 We are obliged to present an original tax payment certificate to the supplier.
我方有义务向供应商出示完税证明的原件。
- 15.9 Unless otherwise agreed in the delivery or quotation documents, any transfer of software, software know-how, technology or other data (e.g. cartographical data) across customs borders shall take place by electronic means only (e.g. email or per download). This clause shall not apply to "embedded software" (software that is physically integrated in hardware).

除非在交货或报价文件中另有约定，任何软件、软件知识、技术或其他数据（如制图数据）的跨关转移只能通过电子方式进行（如电子邮件或下载）。本条款不应适用于“嵌入式软件”（物理上集成在硬件中的软件）。

- 15.10 Notwithstanding any other rights and without any liability to the supplier, we are entitled to withdraw from the affected contract or to terminate it without notice in case the supplier repeatedly fails to fulfil its obligations under section 15.1-15.6.

如果供应商多次不履行第 15.1 条至 15.6 条所规定之义务，尽管其有任何其他权利，我方仍有权从受影响之合同中退出或终止该合同，且无需通知供应商亦无需对其承担任何责任。

16. Compliance, Social Responsibility and Sustainability 合规、社会责任和可持续性

- 16.1 In its trade dealings with us, the supplier undertakes not to offer or give, or request or accept, any incentive in breach of applicable anti-corruption legislation, neither in its business affairs nor when dealing with public officials.

在与我方的贸易往来中，供应商承诺不提供或给予、或要求或接受任何违反相应反腐败法的激励，无论是在其商业事务中还是与公职人员打交道时。

- 16.2 In its trade dealings with us, the supplier undertakes not to make any agreements with other undertakings or to participate in concerted practices which have as their object or effect the prevention, restriction or distortion of competition under applicable antitrust regulations.

在与我方的贸易往来中，供应商承诺不与其他企业达成任何协议，也不参与以防止、限制或扭曲竞争为目的或效果的适用反垄断法规的协同行为。

- 16.3 The supplier guarantees payment of fair wages and equal remuneration for work of equal value without distinction of any kind, and to comply with the applicable laws governing the general minimum wage; the supplier shall commit its sub-suppliers accordingly. On request, the supplier shall prove compliance with the foregoing guarantee. In the event of a breach of the foregoing guarantee to comply with the applicable laws governing the general minimum wage, the supplier shall indemnify us and hold us harmless from all third party claims and is obliged to reimburse any fines imposed on us in this context.

供应商保证工资水平相当且同工同酬，不作任何区别对待，并遵守一般最低工资的适用法律；供应商应使其分包商作出同等承诺。一经要求，供应商应当证明其行为遵从前述保证。如供应商违反上述关于遵守一般最低工资的适用法律的保证，供应商应赔偿我方并使我方免于所有第三方索赔，并有义务向我方偿还就此所处的任何罚款。

- 16.4 The supplier shall comply with the applicable statutory provisions and regulations governing the environmental protection, health and safety at work, treatment of employees and the protection of human rights.

供应商应遵守有关环境保护、健康和工作安全、雇员待遇和人权保护的适用法律规定和条例。

Further, the supplier shall observe the requirements of the Code of Conduct for Business Partners (see under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#responsibility-and-sustainability>) and the Principles of the Global Compact initiative of the United Nations (www.unglobalcompact.org) and procure for its sub-suppliers to act in accordance with the same. 此外，供应商应遵守《商业伙伴行为守则》（见 <https://www.bosch.com/company/supply-chain/information->

[for-business-partners/#responsibility-and-sustainability](https://www.bosch.com/company/supply-chain/information-for-business-partners/#responsibility-and-sustainability))以及《联合国全球契约倡议的原则》(www.unglobalcompact.org)的要求,并促使其次级供应商按照该等原则行事。

These essentially concern the protection of universal human rights, elimination of forced labor and abolition of child labor, elimination of discrimination in respect of employment and occupation, and environmental responsibility.

该等原则主要涉及保护普遍人权,消除强迫劳动和废除童工,消除就业和职业方面的歧视,以及环境责任。

To reduce adverse effects on human health and environment, the supplier shall implement and further develop an environmental management system in accordance with or comparably similar to ISO 14001. Further, the supplier shall comply with the Bosch Policy for Conflict Raw Materials and consider it in its supply management (see under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#responsibility-and-sustainability>).

为了减少对人类健康和环境的不利影响,供应商应按照或类似于 ISO 14001 的标准实施并进一步发展环境管理系统。此外,供应商应遵守博世的冲突原材料政策,并在其供应管理中考虑该政策(见 <https://www.bosch.com/company/supply-chain/information-for-business-partners/#responsibility-and-sustainability>)。

- 16.5 The supplier shall take all organizational and technical measures which are appropriate, but at least customary in the industry, to ensure the confidentiality, authenticity, integrity and availability of its business operations and performance of its contractual obligations to BOSCH (Cyber Security Requirements). Supplier shall commit its subcontractors and sub-suppliers to at least equivalent requirements in order to ensure its preceding obligations towards BOSCH.

供应商应采取一切适当的(至少应符合行业惯例的)组织与技术措施,以确保其业务运营的保密性、真实性、完整性与可用性,并履行其对博世的合同义务(网络安全要求)。供应商应承诺其分包商和次级供应商至少满足同等要求,以确保其对博世承担前述义务。

- 16.6 The supplier shall respond to inquiries to compliance, social responsibility and sustainability in the supply chain as well as Cyber Security Requirements within reasonable time and in line with stipulated formalities. In the event of a suspected violation of the obligations under clauses 16.1 to 16.4, the supplier shall promptly investigate any potential violations and inform us of investigative measures undertaken, and, where warranted, notify us of the affected suppliers. If the suspicion proves to be warranted, the supplier must inform us within a reasonable period of time of the measures undertaken internally within its organization in order to remedy the current violation and prevent future violations. If the supplier fails to comply with these obligations within a reasonable period of time, we reserve the right to rescind from contracts with the supplier or terminate them with immediate effect.

供应商应在合理的期间内,按照规定的手续,对供应链中的合规性、社会责任和可持续性以及网络安全要求的询问作出回应。如果怀疑有违反第 16.1 至 16.4 条规定的义务的情况,供应商应及时调查任何潜在的违规行为,并告知我方所采取的调查措施,如果有必要,应通知我方受影响的供应商。如果怀疑属实,供应商必须在合理的时间内向我方告知其组织内部为纠正当前的违规行为和防止今后的违规行为而采取的措施。如果供应商未能在合理期限内履行这些义务,我方保留取消与该供应商的合同或立即终止合同的权利。

- 16.7 In the event of severe violations of the law by the supplier and in the event of violations of clauses 16.1 to 16.5, we reserve the right to rescind from existing contracts or terminate them without notice.

如果供应商严重违法,以及违反第 16.1 至 16.5 条,我方保留从现有合同中撤销或终止合同的权利,而不另行通知。

- 16.8 If the supplier has provably entered into an agreement which constitutes an unlawful restriction of competition or unfair conduct (hereinafter "infringement of competition") and which relates to products or services which we have purchased from the supplier during the period of the infringement of competition (hereinafter "affected products"), the supplier shall be obliged to pay us liquidated damages in the amount of 15% of the (net) purchase turnover generated with the affected products. The supplier reserves the right to prove in individual cases that no or only significantly less damage has been incurred. However, further contractual and/or statutory claims on our part, in particular the assertion of higher damages, shall remain unaffected.

如经证明供应商已签订构成非法限制竞争或不公平行为(下称“违反竞争”)协议,且该协议涉及我方在违反竞争期间从供应商处购买的产品或服务(下称“受影响产品”),则供应商有义务向我方支付相当于受影响产品所产生的(净)采购额 15% 的违约金。在个别情况下,供货方有权证明其未造成损害或仅造成显著微小的损害。然而,我方的进一步合同和/或法定要求(特别是索取更高损害赔偿的主张)不受影响。

- 16.9 The supplier hereby represents and warrants that it will comply with all applicable data protection laws and regulations. The supplier shall ensure that the personal information provided to Bosch is legitimate and lawful. If consent or other legal basis from the individual is required by law, the supplier shall ensure that such legal basis has been obtained in accordance with the law, and the supplier shall fully inform the relevant individual in advance about the purposes, scope, and methods of collecting and processing their personal information. The supplier agrees and authorizes Bosch to use such personal information for the purposes agreed upon in this Terms. Where Bosch deems it necessary and appropriate, Bosch may transmit such personal information to its affiliates within or outside the jurisdiction of Bosch China, or to third parties providing services or products, on the premise of keeping the information confidential. Due to the necessity of internal management, supplier relationship and compliance management, and system operations, the supplier's representative's personal information (such as name, telephone, email) will be processed legally and be cross-border transferred to regions outside of China. Bosch will fulfill the cross-border compliance obligations in accordance with the requirements of applicable data protection laws. For details on how Bosch handles such personal information, please refer to < Statement on the Collection of Personal Information of Cooperating Party Representatives> (see under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#global-supplementary-terms-and-conditions>“Global Supplementary Terms & Conditions”)

供应商在此声明并保证其将遵守所有适用的数据保护法律和法规。供应商应确保其向博世提供的个人信息均合法合规。如果法律规定应取得个人同意或其他法律依据,则供应商应依法获得此等同意或法律依据,并且供应商应事先充分告知相关个人收集和处理其个人信息的目的、范围及方法。供应商同意并授权博世将此等个人信息用于本条款项下所约定之目的。博世可在其认为必要且适当之情况下,在对此等个人信息予以保密的同时,将其传送至博世中国管辖范围内的关联公司,或传送至提供服务或产品的第三方。出于内部管理、供应商关系与合规管理以及系统运行之需要,供应商代表的个人信息(如姓名、电话、电子邮件等)将在依法妥善处理跨境传输至中国以外的地区。博世将根据适用的数据保护法律之要求履行跨境合规义务。就博世对此等个人信息的处理问题,请参阅《合作方代表个人信息收集声明》(详见网址 <https://www.bosch.com/company/supply-chain/information-for-business-partners/#global-supplementary-terms-and-conditions> 中的全球补充条款和条

件)。

17. Place of Performance

履行地

Unless otherwise agreed, the place of performance is the place where the Goods are to be delivered as per the contract, or where the service is to be rendered.

除非另有约定，本合同的履行地为本合同规定的货物交付地或服务履行地。

18. Controls

控制权

18.1 Bosch records each access to IT systems if necessary and reviews its permissibility on a sample check basis. Additionally, Bosch conducts risk analyses, screenings against anti-terror and sanctions lists as well as business partner checks. In this regard, Bosch may collect, evaluate and/or transfer to external service providers. If necessary, the data

如有必要，博世或记录每次对 IT 系统的访问情况，并通过点检审查其容许度。此外，博世亦执行相关的风险分析、对照反恐与制裁名单进行筛查并对业务合作伙伴进行核查。如有必要，博世或就此收集、评估和/或向外部服务商转让 如下数据：

- for the security of infrastructure, in particular for the collection and evaluation of electronic data in case of security incidents, for analyses and correction of faults and technical errors at the IT systems of Bosch, or for evaluation of cost regarding the used resources for the purpose of internal cost transfer of IT costs;

- 用于基础设施安全的数据，特别是在发生安全事故时收集的且用于评估的电子数据，用于分析和纠正博世 IT 系统的故障和技术错误的的数据，或为实现信息技术费用的内部流转而用于评估所用资源成本的数据；

- for locking of electronic data for the purpose of evaluation in case of violation of the Commandment of Compliance, or in the case of legal proceedings, official orders, or legal defense, where Bosch has an obligation or legitimate interest with respect to the evaluation of business data - insofar as there is a contractual agreement with the supplier in this respect.

- 在博世有义务或权益对业务数据进行评估的情况下，出现违反合规声明的情形，或在法律诉讼、官方命令或法律辩护的情况下，就评估之目的用于锁定电子数据的数据（须与供应商之间存在相关协议）。

18.2 Supplier is obliged to inform its employees accordingly before transferring their data to Bosch. More information regarding this topic is available here:

<https://www.bosch.com/company/supply-chain/information-for-business-partners/#global-supplementary-terms-and-conditions>.

供应商有义务在将其员工的数据传输至博世之前向该员工告知相关情况。就此问题的更多信息，请访问：

<https://www.bosch.com/company/supply-chain/information-for-business-partners/#global-supplementary-terms-and-conditions>。

19. Miscellaneous

其他

19.1 If any provision of these Terms and of any supplemental agreements is or becomes invalid, this shall not affect the validity of the rest of the Terms. The parties shall agree to a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original

provision.

如果本采购通则以及附加协议的某一规定无效或变成无效，则该等规定的无效将不影响采购通则在其他方面的效力。双方有义务就此达成一条新的规定以代替无效的规定，该新规定应当尽可能反映无效规定所体现的经济意图。

19.2 The contractual relationships shall exclusively be governed by PRC law excluding the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

合同关系应完全受中华人民共和国法律管辖，不包括法律冲突条款和《联合国国际货物销售合同公约》（CISG）。

19.3 Any dispute, controversy or claim arising out of or relating to these Terms and Conditions of Purchase shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitration proceeding shall occur in Shanghai. The arbitral award shall be final and binding upon the parties, and any party may apply to a court of competent jurisdiction for enforcement of such award.

凡因本采购通则引起的或与本采购通则有关的任何争议、争论或主张均应提交中国国际经济贸易仲裁委员会，按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁地点在上海。仲裁裁决是终局的，对双方都有约束力，任何一方都有权向有管辖权的法院申请强制执行该仲裁裁决。

19.4 These Terms are written in the English language version. Any version prepared in any other language shall be deemed only a reference translation. In the event of any discrepancy with a version in any other language, the English language version shall prevail.

本采购通则以英文书就。以任何其它语言准备的文本应视为仅供参考的翻译本。如果任何其它语言的文本中有任何不一致之处，以英文文本为准。