

Terms and Conditions of Purchase- Bosch China

[采购通则——博世（中国）]

1. General

总则

Our Terms and Conditions of Purchase shall apply exclusively; general business terms and conditions of the Supplier conflicting with or Supplier's deviating from our Terms and Conditions of Purchase are only recognized insofar as we expressly agreed to them in writing. Acceptance or payment of goods and services from the Supplier (hereinafter referred to as Products) does not constitute agreement even if the acceptance or payment is made with knowledge of conflicting or supplementary terms and conditions of contract of the Supplier. Similarly, any terms and conditions of contract of the supplier previously agreed upon that conflict with or supplement these Terms and Conditions of Purchase shall no longer be recognized.

我方采购通则应被排他性适用，供应商与我方采购通则相冲突的一般商业条件与条款或供应商对我方采购通则的偏离，我方不予认可，除非经我方书面明确同意。接受或就供应商的货物或服务（以下简称“产品”）付款并不构成我方的同意，即使该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。同样，供应商与我方之前同意的与我方采购通则冲突或补充的任何供应商合同的条件与条款应不予被认可。

2. Conclusion of and Modifications to Contract

合同的订立和修改

- 2.1 Orders, Contracts and order releases as well as modifications and supplements thereto must be placed and 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 modifications and supplements to our Terms and Conditions of Purchase 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 The written form requirement is also deemed complied with if communications are sent by remote data transmission or facsimile transmission.
通过电子数据交换或传真的方式进行的交流也视为符合书面形式要求。
- 2.4 Cost estimates are binding and are not to be compensated unless otherwise expressly agreed by us.
除非我方明确同意，预计成本具有约束力，且无须予以补偿。
- 2.5 We are entitled to cancel the order if the Supplier does not accept the order within two weeks of receipt thereof.
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 Order releases within the framework of order and order release planning become binding if the Supplier does not object within two working days of receipt thereof.
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 (can be viewed in the download area of Purchasing and Logistics at www.bosch.com)
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 www.bosch.com 中的采购与物流下载区域）。
- 2.8 For work and services, the supplementary Terms and Conditions of Purchase for Work and Services-Bosch China shall apply (can be viewed in download area of Purchasing and Logistics at www.bosch.com).
关于工作和服务，应当补充适用博世中国有关采购工作和服务条款和条件（详见网址 www.bosch.com 中的采购与物流下载区域）。

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3. Delivery 交付

- 3.1 Deliveries deviating from our Contracts and orders are only admissible if our prior written approval is given.
若提供的货物与我方合同和订单约定不符，则仅在我方事先书面同意的情况下才予认可。
- 3.2 Agreed periods and dates are binding. Punctual compliance with the delivery periods and delivery dates is determined by the date of receipt of the Products by us. Unless delivery “free at our factory gate” is agreed (DAP or DDP Incoterms 2010), the Supplier shall make the Products available in good time, taking account of the time for loading and shipment to be agreed with the forwarder.
双方同意的交付期限和交付日期对双方具有约束力。是否严格符合交货期限和交货日期以我方收到产品的日期为准。除非一致同意适用“免费至目的地（我方指定工厂）交货”（DAP 或 DDP，2010 年国际贸易术语解释通则），供应商应根据与承运人商定的装船时间和运输时间及时将产品备好。
- 3.3 If the Supplier is responsible for set-up or installation, the Supplier shall bear all the necessary expenses 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。
- 3.4 The Supplier shall be fully liable for extra cost and all damages and losses due to the late delivery if the agreed delivery deadlines are not met. If the Supplier anticipates difficulties with respect to production, the supply of precursor material, compliance with the delivery period or similar circumstances that could interfere with Supplier’s ability to deliver punctually or to deliver the agreed quality, the Supplier must immediately notify our ordering department.
如果供应商未能在双方同意的交付期限内交货，则供应商应全部承担所有额外费用并赔偿因延迟交付产品导致的所有损害和损失。如果供应商预见到生产、所需原料供应、按时交货方面可能出现困难或类似情况从而可能影响其按时交货能力或按约定质量交货，供应商应立即通知我方的订货部门。
- 3.5 The unconditional acceptance of a delayed delivery or service does not constitute a waiver of claims to which we are entitled due to the delayed delivery or service; this applies pending full payment of the amounts owed by us for the delivery or service in question.
无条件接受延迟交付的货物或服务并不构成我方对该等延迟交付货物或服务享有的索赔权的放弃；前述同样适用于因交付和服务存在问题，我方暂停全额支付我方应支付的款项。
- 3.6 Partial deliveries are inadmissible unless we expressly agreed to them.
除非我方明确同意，否则，部分交付不被接受。
- 3.7 The values established by us during the incoming goods inspection shall determine the quantities, weights and measurements subject to the reservation of different values being proved.
货物数量、重量和尺寸以我方在进货检验期间获取的数值为准，除非能证明不同的数值已作保留。
- 3.8 Unless otherwise stipulated in the supplementary Terms and Conditions of Purchase for Software we shall together with delivery receive simple rights of use, unrestricted in terms of time and territory, to use software belonging to the scope of delivery. Our permissible use encompasses, in particular, duplication, loading and running the software.
除非软件采购条款和条件中另有约定，我方可以在交付之时不受时间及地域的限制获得属于交付范围内软件的使用权。我方获得许可的使用权包含特别是对软件的复制、装载和运行。
- 3.9 It also encompasses sublicensing, renting and every other form of passing the software on to companies affiliated to us, as well as to our subcontractors in charge of manufacturing our products and in this context require a right to use the software. The permissible use also encompasses the transmission of the software as part of a hardware product for customers and the granting of usage rights hereto, insofar as this is necessary for the use of the hardware.

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该使用权还包含将软件分许可、租赁以及以任何其他形式传给我方的关联公司，以及我们负责生产我们的产品的并且因此需要得到软件使用权的分包方。许可的使用还应当包括将软件作为硬件产品的一部分为客户进行的转移，以及因此而授予的使用权，但仅在使用硬件所必须的范围内。

3.10 We also have the right to use such provided software, including the software 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 a reasonable number of backup copies.

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)；我方也有权对上述软件(包括软件的资料文件)予以合理数量的备份。

3.11 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 apply to software (can be viewed in the download area of Purchasing and Logistics at www.bosch.com).

Robert Bosch GmbH 的软件采购的补充条件与条款，以及有关开源软件采购的条款与条件，适用于上述软件（详见网址 www.bosch.com 中的采购与物流下载区域）。

4. Force Majeure 不可抗力

4.1 Acts of God, operational disturbances without fault, unrest, governmental measures and other unavoidable events discharge us from our obligation to take punctual delivery for the duration of such event. During such events and for a two week period thereafter we are entitled – notwithstanding our other rights – to withdraw from the Contract in whole or in part, provided that such events are not of inconsiderable duration and our requirements are considerably reduced as the Products have to be procured elsewhere as a result thereof.

自然灾害、非我方过错引起的运营中断、局势动荡、政府措施以及其他不可避免的事件的发生将免除我方在该事件发生期间的按时接受交付义务。如果该等事件持续时间并非微不足道且因产品不得不在其他地方生产而导致我方采购需求极大的减少，在该等事件的持续期间及随后两周，在不影响我方其他权利的前提下，我方有权全部或部分撤销合同。

4.2 The provisions of paragraph 4.1 above also apply in the case of labor disputes.
上述第 4.1 条亦适用劳动争议事件。

5. Advice of Dispatch and Invoice 发货通知和发票

The details in our orders and order releases shall apply. An invoice showing the invoice number and other allocation references is to be sent in one copy to the respective printed mailing address; the invoice must not be enclosed with the shipments.

我方订单和批准的订单的具体内容应适用。发票编号和其它参照信息应记载于同一张发票中并寄往各个印制的地址，发票不得附在装船货物中。

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

Unless otherwise agreed, the prices are “Delivered at Place” (DAP Inco-terms 2010) including packaging. Value added tax (VAT) is not included. The Supplier bears all risks of loss or of damage to the Products until the Products are received by us or by our representative at the location to which the Products are to be delivered in accordance with the Contract.

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除非另行约定，价格（包装成本包括在内）适用“目的地交货”（DAP，2010年国际贸易术语解释通则）。增值税（VAT）不包括在内。产品在根据合同约定的交付地点交付给我方或我方代表前的产品的所有损害和损失风险，由供应商承担。

7. Payment Terms

支付条款

Unless otherwise agreed, the invoice shall be paid within 120 days without any deduction, with effect from the due date of payment and receipt of both the invoice and the goods or performance of the service. Payment is subject to invoice verification. 除非双方另有约定，支付条款为收到供应商的发票并且收到提供的货物或履行的服务后 120 日内予以全额付款。付款应在对发票确认无误后进行。

8. Notification of Defects

对瑕疵或缺陷产品的通知

- 8.1 An examination of the goods is conducted by us at incoming goods only to establish whether there is any obvious damage, in particular transport damage and discrepancies in terms of the identity or quantity of the delivery, except as otherwise agreed with the Supplier in an Agreement on Quality and Corporate Social Responsibility.
我方对来货进行的检查仅为确认是否存在任何明显的损坏，尤其是运输损坏以及在交付的性质或数量方面的差异，双方在质量与企业社会责任协议中另有规定的除外。
- 8.2 We will give notice of any defects found without undue delay 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 to 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 Based on Defects

对瑕疵或缺陷产品的索赔

- 9.1 The provisions of statute relating to defects as to quality and defects of title apply except insofar as no otherwise provided here in below.
除非下文另有规定，法律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 supplementary performance. Place of the performance shall be the intended location of the product. This is the place where the Product is located at the time of the claim based on defects. The supplier may refuse the type of supplementary performance we selected if it is only possible at disproportionate expense.
我方有权选择继续履行的方式。继续履行地点应当为产品预期的目的地。该地点为有关瑕疵的索赔提出时产品所在的地点。供应商有权拒绝我方选择的继续履行的方式，如果我方选择的方式导致供应商承担不合理的费用。
- 9.3 In the event that the supplier does not commence rectifying the defect immediately after our request to remedy it, in urgent cases, especially to ward off acute danger or to prevent greater damage, we are entitled to undertake such rectification ourselves or to have it undertaken by a third party at the expense of the supplier.
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，尤其是为了避免濒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 also hold us harmless from any claims by third parties based on the violation of third-party rights by the product, unless the supplier can prove that it is not accountable for the violation. Additionally, the supplier shall, upon request, immediately provide us with the information and documents required for the defense against such third-party claims.

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供应商应当保证我方不受任何第三方基于产品违反第三方权利的索赔的损害，除非供应商可以证明其对此等违反没有责任。此外，供应商应当，根据要求，立即向我方提供任何为了针对第三方索赔进行辩护所需要的信息和文件。

9.5 The limitation period for indemnity claims is 3 years. The limitation period for indemnity claims begins at the end of the year in which the claim arose and we became aware of the circumstances justifying the claim and of the debtor's person or should have become aware of them without gross negligence. Any longer statutory limitation periods shall take precedence. This also applies to the aforementioned additional claim to 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，或我方应当知晓上述情况且无重大过失时起算。若相关法律法规规定了更长的时限，则以相关法律法规之规定为准。本条也适用于上述额外的针对信息和文件的诉求。

9.6 Except as otherwise expressly agreed, the warranty (quality claims) period for any defect of Products provided by the Supplier shall be no less than 3 years— except in cases of fraudulent misrepresentation for which no limited period applied – from the date of completion of provision and commission for Products. . Any longer statutory limitation periods shall take precedence.

除非另行约定，供应商对所供应的产品的任何瑕疵或缺陷的保修期（质量索赔时限）不得低于 3 年 – 存在欺诈性陈述的不受时效限制 –，从产品供货及调试完成之日起算。若相关法律法规规定了更长的时限，则以相关法律法规之规定为准。

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

有关权利瑕疵的索赔，适用上述第 9.5 条。若相关法律法规规定了更长的时限，则以相关法律法规之规定为准。

9.8 If the supplier performs its obligation to effect supplementary performance by Supplying a substitute product, the statute of limitations of the goods delivered in substitution shall start to run anew after delivery thereof unless, when effecting the supplementary performance, the supplier explicitly and appropriately made the reservation that the substitute delivery was effected purely as good will, to avoid disputes or in the interests of continuation of the delivery relationship.

如果供应商以更换产品的方式履行自己的继续履行合同义务，则替代交付的产品的保修期自交付日起重新计算，除非在实施继续履行时，供应商明确并适当作出以下保留，替代交付仅为保持声誉、避免纠纷或为了交货关系的持续。

9.9 Should we incur expenses as a result of the defective delivery of the Product, in particular transport, carriage, labor costs, assembly and disassembly costs, costs of material or costs of incoming goods control exceeding the normal scope of the control, such costs shall be borne by the supplier.

如我方因瑕疵或缺陷产品的交付而发生费用，尤其是交通费、运费、劳务成本、组装和拆装成本、材料成本或因对购进货物的控制高于正常控制范围而发生的成本，都应由供应商承担。

9.10 In the context of supplementary performance, the supplier shall bear the costs for transport, travel, labor, installation, dismantling and material. If, as a result of a defective product, we incur costs and expenses in connection with the repair or replacement of the Product, which we were entitled to reasonably make, 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 employees, the supplier shall bear these costs unless he is not responsible for the defect.

在继续履行的情况下，供应商应当承担所有运输、交通、劳务、组装、拆装和材料成本。如果，因瑕疵或缺陷产品，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、超过常规范畴的进货检验、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。

9.11 Insofar as automotive manufacturers as our customers use a reference market procedure or a similar, in the automotive industry common procedure, for determining and settling warranty claims against us due to 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。

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9.12 The supplier is accountable for the fault of its sub-suppliers as it is for its own fault.
供应商应当将其分包商的过错视为自身的过错并承担责任。

10 Product Liability and Recall

产品责任和召回

10.1 In the event a product liability claim is asserted against us, the Supplier is obliged to hold us harmless from such claims if and to the extent the damage or loss was caused by a defect in the Product supplied by the Supplier.

如果出现针对我方提出的产品责任索赔，且如果该等损害是因供应商提供的货物或服务的瑕疵或缺陷引起的，则供应商有义务使我方免于遭受因该等索赔引起的损失。

10.2 In the cases of paragraph 10.1 above, the Supplier assumes all costs and expenses, including the costs of any legal action.
在前述 10.1 条的情况下，供应商应承担所有成本和费用，包括任何诉讼费用。

10.3 In all other respects the provisions of statute shall apply.
在其他方面，将适用法律的规定。

10.4 Prior to any recall action which is partially or wholly due to a defect in a Product supplied by the Supplier, we will notify the Supplier, give the Supplier the opportunity to collaborate and discuss with the Supplier the efficient conduct of the recall action, unless no notification of or collaboration by the Supplier is possible on account of the particular urgency. The costs of the recall action shall be borne by the Supplier insofar as a recall action is due to a defect in a Product supplied by the Supplier.

在进行因供应商提供的产品的全部或部分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。

11 Rights of Termination

解除

11.1 In addition to the statutory rights of rescission, we have the right to terminate the contract with immediate effect if
除了法律规定的解除与终止权之外，我方有权在下列情形下立即解除或终止与供应商的任何合同：

a) the supplier has stopped supplying its customers;
供应商已停止向客户供货；

b) there is or threatens to be a fundamental deterioration to the financial circumstances of the supplier and as a result of this, the performance of a supply obligation to us is in jeopardy;
供应商的财务状况严重恶化或面临可能严重恶化的威胁，并导致供应商可能无法向我方履行其供货义务；

c) the supplier meets the criteria for insolvency or over-indebtedness; or
供应商符合破产或资不抵债的标准；或

d) the supplier stops making its payments.
供应商停止付款。

11.2 We also have the right to withdraw from or terminate the contract if the supplier files an application for insolvency or comparable debt settlement proceedings to be initiated with respect to its assets.

如供应商申请破产或就其资产申请类似的债务清偿程序，我方亦有权解除或终止与供应商的任何合同。

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11.3 If the supplier rendered part performance, we only have the right to cancel the whole contract if we have no interest in the part performance.

对于供应商部分履行其合同义务的，如我方就该部分履行无法受益，则我方有权解除或终止整个合同。

11.4 If the supplier's delay delivery lasts more than 2 weeks, we have the right to withdraw from or terminate the related contracts and orders.

如供应商迟延交付超过二周，我方有权解除或终止与该迟延交付相关的合同和订单。

11.5 If the supplier's Products deviate from our Contracts and orders and the supplier fails to rectify the deviation within appropriate period as we required, we have the right to withdraw from or terminate the related contracts and orders.

如供应商提供的产品与我方合同和订单中的约定不符且未能在我方要求的适当期限内予以纠正，我方有权解除或终止该相关的合同和订单。

11.6 If we withdraw from or terminate the contract by virtue of the foregoing contractual rescission rights or respective termination rights, then the supplier must compensate us for the loss or damage incurred as a result, unless the supplier was not responsible for the rights arising to withdraw from or terminate the contract.

如我方基于上述解除或终止权解除或终止合同，则供应商应赔偿我方因此而遭受的损失，非因供应商原因导致我方解除或终止合同的除外。

11.7 Statutory rights and claims shall not be limited by the regulations included in this Section 11.

依据法律所享有的权利和索赔应不受本第 11 条规定的限制。

12 Conducting Work

开展工作

Persons who carry out work on our factory premises in fulfillment of the Contract must observe the respective plant regulations. The supplier is obligated to name a person in charge for the fulfilment of the order who ensures the supervisory and control duty. The supplier's person in charge is obliged to check with the coordinator before carrying out the work in order to set up suitable safety precautions and to inform us and affected third parties about mutual threats. Suppliers are responsible for the instruction and safety of their employees and subcontractors as well as for securing hazards against third parties. The supplier may only use suitable and sufficiently qualified employees and safe working equipment within the plant's premises. Any accidents occurring on the plant's premises must be reported to us immediately. The liability for accidents suffered by these persons on our factory premises is excluded except to the extent caused by willful or gross negligent breach of duty by our legal representatives or persons employed in the performance of our obligations.

在我方工厂内为履行合同而开展工作的人员必须遵守各工厂的规定。供应商应当制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开展工作前和协调员核实情况以设置合适的安全预防措施并通知我方以及受影响的第三方有关任何危险。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不受来自第三方的风险。供应商在工厂范围内应当仅使用合适并充分合格的员工以及安全生产设备。任何发生在工厂范围内的事故必须立即向我们汇报。我方不对该等人员在我方工厂内遭受的意外事故承担责任，除非该意外事故是因我方法定代表人或雇员在履行职务的过程中的故意或重大过失行为所致。

13 Provision of Materials

供应

Materials, parts, containers and special packaging provided by us against payment or free of charge remain our property ("Provisions"). These may only be used as designated. The Provisions are processed and assembled for us or our affiliates. It is agreed that we are co-owner of the products manufactured with our Provisions in proportion to the value of the Provisions in relation to the value of the whole product; such products shall be kept safe for us by the supplier to this extent. We reserve the right to joint ownership of the products manufactured using our Provisions pending settlement in full of the claims accruing through the Provisions. We acquire the complete ownership after payment of the purchasing price for products

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manufactured with our Provisions and the purchasing price for such products may deduct the pending settlement in full of the claims accruing through the Provisions. The supplier has the right to on-sell the products manufactured using our Provisions to our affiliates in the normal course of business subject to reservation of title and written consent of us. The supplier assigns to us in full now already all of the claims and ancillary rights accruing to the supplier from such sale. The assigned claims serve as security for the claims accruing to us through the Provision. The supplier has the right to collect the assigned claims. We may revoke the supplier's rights pursuant to this paragraph 13 if the supplier fails to duly perform its obligations to us, is in default of payment, stops making its payments, or if the supplier applies for the opening of insolvency proceedings or of similar debt settlement proceedings with respect to its as-sets. We may also revoke the rights of the supplier under this paragraph 13 if the financial circumstances of the supplier should deteriorate fundamentally or threaten to do so or if the supplier meets the criteria for insolvency or over-indebtedness. If the value of the security existing for us should exceed the value of our claims by more than 10 % on aggregate, we shall release security at our discretion to this extent on request by the supplier.

由我方有偿或免费提供的材料、零部件、集装箱和特殊包装均属于我方的财产（“供应”）。该等供应仅可按指定的方式使用。该等供应用于为我方或我方关联公司加工与组装。双方同意，我方为使用我方供应生产的产品共同所有人，共有份额为我方供应的价值占总产品整体价值的比例，供应商且应为我方妥善保管该等产品。对于使用我方供应生产的产品且其尚未全额偿付我方供应对应的金额的，我方保留共同所有权。在我方支付了使用我方供应生产的产品采购金额后，我方获得对于该产品完整的所有权且我方有权从对该等产品的采购金额中直接予以扣除尚未全额偿付我方供应对应的金额。在我方保留共同所有权及书面同意的前提下，供应商有权在其正常业务范围内向我方关联公司出售使用我方供应生产的产品。供应商向我方转让归于供应商的全部现有的来自于该出售的求偿权及从权利。该转让的求偿额作为对我方就供应提出偿付的担保。供应商有权清收该转让的求偿额。如果供应商未能对我方充分履行义务、拖欠其付款义务或或停止支付其款项、或申请破产或就其资产申请类似的债务清偿程序，我方可以撤销供应商在本条款项下的权利。如果供应商的财务状况严重恶化或面临可能严重恶化的威胁、或供应商符合破产或资不抵债的标准，我方亦可撤销供应商在本条款项下的权利。如果向我方转让的现有的作为担保的求偿额的价值超出我方向供应商求偿价值的部分总计多于百分之十，我方将基于供应商的请求自行决定是否解除担保。

14 Documentation and Confidentiality 文件及保密

14.1 The Supplier shall keep confidential with respect to third parties 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) as long and to the extent that it is not proven public knowledge, and it may only be made available to those persons in the Supplier's business facility who necessarily need to be involved in the use thereof for the purpose of delivery to us and who are also committed to confidentiality; the Information remains our exclusive property. Without our prior written consent, such Information must not be duplicated or exploited commercially - except for deliveries to us. At our request, all Information originating from us (if appropriate also including any copies or records made) and loaned items must be, without undue delay, returned to us in full or destroyed.

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，供应商应当对第三方保密，并且该等信息只能在供应商营业场所内，提供给为向我方供货之目的而需要使用该等信息的人员，且该等人员也应被要求对该等信息予以保密。该等信息应为我方专有财产。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。

We reserve all rights to such Information (including copyright and the right to file for industrial property rights such as patents, utility models, semiconductor protection, etc.). In the event this is provided to us by third parties, the reservation of rights also applies for the benefit of such third parties.

我方保留对该等信息的所有权利（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 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 tools modeled on our tools, may neither be used by the Supplier itself nor offered or supplied to third parties. This also applies analogously to our print orders.

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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根据我方模具制作的模具模型而生产的产品，供应商既不能自己使用，也不能提供或供应给第三方。本条款同样适用于我方的印制订单。

15 Export Control and Customs

出口控制及海关

15.1 The supplier shall be obliged to inform us about any applicable (re-) export license requirements or restrictions for the Products under German, European or US export control law and customs regulations as well as the export control law and customs regulations of the country of origin of the Products in its business documents and send the following information on Products subject to license requirements to Export-Control@de.bosch.com in good time prior to the first delivery:

供应商有义务通过其商业文件通知我方根据德国、欧盟或美国出口管制法律和海关条例以及产品原产地国出口控制方面的法律及海关条例中对产品适用的（再）出口许可要求或限制，并且，供应商还应在第一次交付前，尽快将根据此等许可要求所涉及的如下信息，发送至 Export-Control@de.bosch.com:

- 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 Products under commercial policy

产品的原产地国

- HS Code of the Products

产品的海关编码

- A contact person in its organisation to resolve any inquiries.

供应商组织机构中负责解决我方询问的联系人

15.2 The supplier is obliged to take appropriate supply chain security measures in accordance with its business model as defined by the WCO SAFE Framework of Standards and in particular to support us in taking necessary measures to maintain the authorization as Authorized Economic Operator (AEO). The supplier is obliged to provide appropriate evidence, e.g. through authorizations or declarations, e.g. security declarations, declarations within the scope of CTPAT or similar programs. We or a third party instructed by us are entitled to examine the supplier's evidence at the supplier's premises, in accordance to this paragraph. In addition, the supplier should improve and optimize its trade security management scheme in accordance with Framework of Standards to Secure and Facilitate Global Trade ("Framework") and prevailing AEO criteria issued by Customs authority of the country where Bosch is located (e.g. China). Framework is available at www.wcoomd.org. Prevailing AEO criteria issued by China Customs is available at the official website of General Administration of Customs of China

<http://www.customs.gov.cn/>

供应商有义务根据其根据世界关务组织(WCO)所提出的全球贸易安全与便捷标准架构（WCO SAFE Framework of Standards）定义的商业模式采取适当的供应链安全措施并采取必要措施维持其经认证的经营者（AEO）资格。供应商有义务提供适当的证据，例如，通过认证或声明，例如，安全声明，在 CTPAT 或其他类似项目范围内的声明。我们以及任何受我方指示的第三方，有权在供应商的场地上根据本段内容检查供应商的证据。另外，供应商应当根据全球贸易安全与便捷标准架构（Framework of Standards to Secure and Facilitate Global Trade，“架构”）以及通用的由博世所在地国（例如，中国）海关发布的 AEO 标准，提高和优化其贸易安全管理机制。架构可 www.wcoomd.org 上获得。中国海关发布的 AEO 标准在中国海关总署官方网站（<http://www.customs.gov.cn/>）上获得。

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15.3 The supplier is obliged to inform us in a binding manner about the commercial origin or the respective required preferential origin. The supplier ensures to enclose the respective required proof of origin for deliveries of goods from a free trade agreement/preferential agreement country. The commercial origin shall be indicated on the respective commercial invoice and if required, a certificate of origin shall be issued. In case of initial consignment, the original data must be communicated in writing at the latest at the time of the first delivery. Changes of the origin of goods must be immediately notified to us in writing

供应商有义务以受约束的形式通知我们相关商业来源或相应的所需的优惠原产地。供应商保证为其来源于自由贸易协议/优惠协议国的货物交付，提供需要的证据以证明其来源。

15.4 For delivery of goods across customs borders, the supplier is obliged to enclose all required documents to the delivery, such as commercial invoice, delivery note and information for a complete and correct import customs declaration. Regarding the invoice, the following shall be considered:

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，如下情况应当被注意：

- Additionally, costs not included in the goods price (e.g. research and development costs, licence fees, tooling costs, provisions of the buyer with reference to the delivery of goods) shall be listed separately in the invoice.
额外的成本不应当被包含在货物价格中（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），此等成本应当在发票中单列。
- In the case of free of charge deliveries, the supplier is obliged to declare a value, which reflects a fair market price as well as the note „For Customs Purpose Only” in the pro forma invoice. Additionally, the invoice or delivery note must also state the reason for the free of charge delivery (e.g. free shipment of samples).
在免费交付的情况下，供应商有义务申报一个价值，该价值应当反映公平市场价格并在形式发票上标注“仅供海关申报之目的”。另外，发票以及交付凭证必须载明免费交付的原因（例如，免费样品）。

15.5 The supplier must 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们降低或最小化我方就关税或海关申报的支付。

15.6 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.

尽管由其他权利并且排除对供应商的责任，若供应商重复的不能满足其在本 15.1-15 条中规定的义务的，我们有权不经过通知就撤回或终止该等受影响的协议。

16 Compliance

合规

16.1 The supplier undertakes, within the framework of its business relationship with us, not to offer or grant, promote or accept any advantages, neither in its business dealings nor when dealing with governmental officials, which are in breach of applicable anti-corruption regulations.

在与我方的商业关系的框架范围内，无论在商业贸易中或与政府官员交易时，供应商不得提供或授予、推广或接受任何违反所适用的反腐败规定的利益。

16.2 The supplier undertakes, within the framework of its business relationship with us, not to make any agreements with other companies or to agree on concerted practices with other companies aiming to or bringing about a prevention, restriction or distortion of competition under applicable antitrust regulations.

在与我方的商业关系的框架范围内，供应商不得与其他公司订立任何协议或达成任何协同行为，试图或构成适用的反垄断规定项下的阻止、限制或干预竞争。

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16.3 The supplier guarantees that it will comply with the applicable labor laws and regulations and commit sub-suppliers engaged by it to the same extent. On request, the supplier shall evidence compliance with the foregoing guarantee. In the event of a breach of the foregoing guarantee, the supplier shall hold us harmless from all third party claims and is obliged to reimburse any fines or liabilities imposed on us in this connection.

供应商保证将遵守所适用的劳动法律法规，并承诺和促使其分包商以同等程度遵守该等法律。一经要求，供应商应当证明其行为遵从前述保证。若违反了前述保证，供应商应当保证我方免受任何第三方的索赔请求，并负责赔偿所有施加在我方的罚金或责任。

16.4 The supplier shall comply with the respective statutory provisions governing the treatment of employees, environmental protection and health and safety at work and to work on reducing the adverse effects of its activities on human beings and the environment. In this respect the supplier shall set up and further develop a management system in accordance with ISO 14001 within the realms of its possibilities. Further, the supplier shall comply with the requirements of the Code of Conduct for business partners (<http://purchasing.bosch.com/en/de/responsibility/compliance/compliance.html>) and the principles of the UN Global Compact Initiative relating basically to the protection of international human rights, the abolition of forced labor and child labor, the elimination of discrimination when personnel is engaged and employed and the responsibility for the environment (www.unglobalcompact.org).

供应商应遵守关于员工待遇、环境保护、工作安全与健康及减少其活动对人类与环境带来的负面影响方面的相应的法律条文的规定。供应商应依据ISO14001在可能的情况下设立并进而开发一套管理体系。而且，供应商应遵守博世业务伙伴行为规范（<http://purchasing.bosch.com/en/de/responsibility/compliance/compliance.html>）的要求以及联合国全球契约中关于国际人权保护、废除强迫劳动和童工、消除就业人员之间的歧视以及对环境的责任的规定(www.unglobalcompact.org)。

16.5 In the event of a suspected violation of the obligations under paragraphs 16.1 to 16.4, the supplier must investigate any possible violations without undue delay and inform us of the investigation measures taken and, in justified cases, disclose the affected supply chain. If the suspicion proves to be justified, the supplier must inform us within a reasonable period of time of the measures that it has taken internally within its organization in order to prevent violations in future. If the supplier fails to comply with these obligations within a reasonable period of time, we reserve the right to withdraw from contracts with the supplier or to terminate them with immediate effect.

如果存在涉嫌违反 16.1 到 16.4 条款项下义务的情况，供应商应当毫不迟延地调查任何可能的违约行为，并且通知我方所采取的调查方式以及，在合理的情况下，披露受影响的供应链。如果该涉嫌行为被证明成立，供应商应当在合理的时间内通知我方其内部组织以防今后的违约行为所采取的措施。如果供应商在合理期限内未遵从上述义务，我方有权撤销或者立即解除与供应商的合同。

16.6 In the event of violations of the law by the supplier and in the event of violations of the provisions of paragraphs 16.1 to 16.4, we reserve the right to withdraw from the existing contracts or to terminate them without notice.

在供应商违反了法律，以及违反了第 16.1 到第 16.4 项条款的规定的情况下，我方有权撤销现有合同或不经通知地解除该合同。

17 Place of Performance

履行地

Unless otherwise agreed, the place of performance is the place to which the goods are to be delivered in accordance with 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 Miscellaneous

其他

18.1 If one of the provisions of these Terms and Conditions of Purchase and of additional agreements reached should be or become ineffective, this shall not affect the validity of the Terms and Conditions of Purchase in other respects. The parties hereto are obliged to agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision.

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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。

18.2 The contractual relationships shall be governed exclusively by the published laws and regulations of the PRC. If the PRC laws and regulations do not address a particular matter relating to the Contract, reference shall be made to general international commercial practice recognized in the PRC.

本合同关系受中华人民共和国已公布的法律、法规排他性管辖。如果中国法律法规未对与本合同关系有关的某一特定事项作出规定，则应参照在中国被认可的一般国际商业惯例。

18.3 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。

18.4 The Chinese version and the English version of these Terms and Conditions of Purchase shall have same legal force. In case of any inconsistencies between the two versions, they shall be interpreted in light of the objective of the Terms and Conditions of Purchase and in a way most accurately records the Parties' intention

本采购通则的中文文本和英文文本具有同等法律效力。如有任何不一致之处，则应根据本合同的目的并以能够最准确反映双方意图的方式进行解释。

.....
SUPPLIER

供应商

Date

日期

Company stamp

公司印章