

BOSCH CHINA

博世中国

Supplementary Terms and Conditions of Purchase for Work and Services, i.a. Engineering Services

工作和服务（以及，工程服务）补充采购条款和条件

1. Scope of Application 应用范围

These supplementary Terms and Conditions for Work and Services apply to all work and services of the supplier and supplement the Terms and Conditions of Purchase - Bosch China. The details of the performance of the service are agreed between the supplier and us in the purchase order. These supplementary Terms and Conditions for Work and Services shall apply also to all software supplies of the supplier not destined for use in or in combination with products manufactured and/or distributed by us. These Supplementary Terms and Conditions for Work and Services shall prevail over the general Terms and Conditions of Purchase in the event of inconsistencies or deviations from the General Terms and Conditions of Purchase (can be viewed in the download area of Purchasing and Logistics at www.bosch.de).

此工程和服务补充条款和条件适用于供应商的所有工程和服务，并作为对采购通则——博世（中国）的补充。服务履行的具体细节由供应商与我方在采购订单中达成一致。该工程和服务补充条款和条件同样适用于并非预计用于由我方制造和/或分销的产品或与这些产品结合使用的供应商的所有软件供应。如果与一般采购条款和条件（可在www.bosch.de的“采购与物流”下载区查看）不一致或存在偏差，工程和服务补充条款和条件将优先于一般采购条款和条件。

2. Acceptance of Work 工程验收

2.1 We shall conduct the acceptance test within a reasonable period of time. The supplier shall provide us with support to a reasonable extent in this respect.

我方将在合理的时段内进行验收测试。供应商应就此为我方提供合理支持。

2.2 The principle of overall acceptance of the services rendered by the supplier shall apply, even if partial acceptance has been explicitly agreed. The warranty period for the Services to be rendered shall commence uniformly on the date of overall acceptance. During acceptance, the interaction with services that may have already been accepted shall also be tested. If defects are detected in this context, the defect shall be deemed to exist in that part of the Service to be accepted.

即使已明确商定进行部分验收，针对供应商所提供服务的全面验收原则也仍然适用。所提供服务的保修期应自全面

验收之日开始。在验收期间，还应对与已验收服务的使用进行测试。如果在此背景下检测到缺陷，则应认为该缺陷存在于有待验收的服务部分中。

2.3 Defects detected in the course of the acceptance test shall be documented in an acceptance report. The supplier shall remedy any defects preventing acceptance without undue delay and submit the Service for acceptance again. Defects not preventing acceptance shall be remedied by the supplier under the warranty.

在验收测试过程中检测到缺陷时，应记录在验收报告。供应商应对任何妨碍验收的缺陷进行纠正，不得无故拖延，并应再次提交服务以供验收。不妨碍验收的缺陷应由供应商在保修期内进行纠正。

2.4 If there are a number defects not preventing acceptance, we have the right to refuse acceptance altogether.

如果存在大量不妨碍验收的缺陷，我方有权完全拒绝验收。

2.5 Payment or use of the services is not deemed to constitute acceptance of the service.

支付服务费用或服务的使用不得视为对服务的验收。

3. Rights of Use and Ownership Rights with Respect to Work Results 与工作成果有关的使用权和所有权

3.1 Work results within the meaning of this Section 3 encompass all results which are prepared, delivered, contributed or used by the supplier alone or, if allowed, together with others within the scope or context of this agreement for the performance of the service, such as inventions, developments, know-how, trade secrets, software, designs, graphic presentations, texts, concepts, drafts, drawings or documentations.

本节所指的工作成果包括在本协议范围内或本协议背景下为履行服务而由供应商单独准备、交付、创造或使用，或者，如果得到允许，与他人共同准备、交付、创造或使用的所有结果，例如发明、开发、专有技术、商业秘密、软件、设计、图形表示、文本、概念、草稿、图纸或文件。

3.2 The supplier shall transfer to us the intellectual property rights arising from the performance of his work on the date of creation thereof. As far as works protected by copyright are created in this context, the supplier grants us worldwide and exclusive, factual and temporally unlimited rights of use and exploitation to all works protected by copyright for all currently known and yet unknown types of use. The rights of use and exploitation encompass in particular the rights to develop, to have developed, to manufacture, to have manufactured, to distribute, to full or partial, permanent or temporary publication or duplication and of communication, including the right to let and loan, irrespective of whether the communication is in tangible or intangible form, and the right of other disclosure to third parties for public disclosure and accessibility and of processing or reworking and sublicensing. The purpose of the aforementioned transfers and grants of rights is that we may freely dispose of the intellectual property rights and copyrights of use and exploitation.

在供应商因工作而产生知识产权的情况下，供应商应在该知识产权产生之日即将其转让给我方。就在此背景下创建

的受版权保护的工作而言，供应商应授予我方全球范围内的独家、实际且不受时间限制的，通过所有当前已知或未知的使用方式，使用和利用所有受版权保护的全部工作。此等使用和利用尤其包括开发、由他人开发、制造、由他人制造、分发、全部或部分以及永久或临时发行或复制和无论有形还是无形通信的权利（其中含有出借和出租的权利），为信息公开和信息访问而向第三方另行披露，以及处理或返工和再许可的权利。上述转让和授予权利的目的是我方可以自由处置使用和利用的知识产权与版权。

3.3 If, in the context of performance of the contract by the supplier, software is compiled or edited, on the date of creation thereof we shall also have the right to the source code, including meaningful and understandable documentation according to our specifications, and it shall be released to us at any time on demand, at the latest, however, upon termination of the contract or it shall be successfully integrated into a development and integration system from us.

如果在供应商履行合同的背景下完成了软件编制或编辑工程，我方应在软件创建之日即拥有获得其源代码的权利，包括符合我方规范的具有意义且易于理解的文档，并且应根据我方要求随时向我方发布，最迟为合同终止之时，或者应成功地将其整合到我方的某个开发和集成系统中。

3.4 The supplier shall grant us all rights of use and exploitation worldwide and non-exclusively, objectively and temporally unrestricted of the trade secrets and know-how arising from the performance of its work results on the date of creation thereof.

对于供应商因履行工程结果而产生的商业秘密和专有技术，在其创建之日供应商即应在全球范围内授予我方客观且无时间限制的非独家使用和利用权。

3.5 With regard to the employees involved, the supplier shall ensure in an appropriate manner that both job-related inventions and free (non-job-related) inventions pass to us without undue delay.

就所涉及的员工而言，供应商应以适当的方式确保将与工作相关的发明和自由（非与工作相关的）发明转至我方，不得无故拖延。

3.6 We may register any inventions contained in the work results on our own discretion as a protective right in PSR and/or abroad and continue to pursue or drop the property rights resulting therefrom.

我方可以自行决定将工作结果中包含的任何发明在中国境内和/或境外作为保护权进行注册，并继续主张或放弃由此产生的所有权。

3.7 Once the agreed remuneration has been paid, all claims of the supplier for granting the rights pursuant to this section 3 have been settled. This shall also apply to the granting of rights for unknown types of use, unless this is not reasonable for the supplier considering the income and advantages deriving from such new type of use.

商定的报酬一经支付，即视为已满足供应商根据本第 3 节给予授权的所有主张。这一规定也适用于以未知的方式使用的权利的授予，除非是考虑到相对于这种新型使用方式所产生的收入和优势而言，该支付对于供应商具有不合理性。

3.8 At the supplier's request, we shall grant the supplier a non-exclusive, non-sub licensable and non-transferable right of use against payment of a suitable license fee

within the scope of a license agreement yet to be concluded between the parties on intellectual property rights, copyright usage and exploitation rights created by the supplier under this agreement, provided that this does not violate confidentiality obligations.

在供应商提出要求的情况下，我方可以就供应商根据本协议创建的知识产权、版权使用和利用权利与供应商另行达成许可协议，在许可协议范围内，并以适当许可费为条件，授予供应商非独有、不可再授权和不可转让的使用权，但以不违反保密义务为前提。

4. Subcontractors 分包商

The supplier shall render the services independently; no third party may be sub-contracted to perform part services unless we have given our prior consent in writing. In the event of sub-contracting, the supplier shall remain responsible for successful performance of the service.

供应商应独立提供服务；除非事先得到我方书面同意，否则不得将部分服务分包给第三方。即使在分包的情况下，供应商仍应对服务的成功履行负责。

5. Changes to Services 服务的变更

5.1 We have the right to request changes to services at any time in writing (e.g. reduction, modification or expansion).

我方有权随时以书面形式要求对服务进行变更（例如减少、修改或扩展）。

5.2 After receipt of a change request in writing, the supplier shall provide a qualified written feedback on the change request without undue delay, within two (2) weeks at the latest, on the following points in particular:

在收到书面变更要求后，供应商应最迟于两（2）周内就变更要求提出合格的书面反馈，不得无故拖延。反馈应特别针对以下几点：

a) Anticipated impact on performance features and on agreed process plans and timetables;

对性能特点以及商定的流程计划和时间表的预期影响；

b) If necessary, cost estimate for the implementation with offer and calculation, closely based on the previous calculation;

如有必要，应根据先前的计算结果，通过报价和计算对服务实施成本进行估算；

c) If necessary, suitable alternatives in case of unacceptability.

如有必要，在措施不受认可的情况下可采取的适用的替代方法。

5.3 The supplier is obliged to implement change requests with a neutral cost effect without undue delay and without additional compensation following a written notification from us (textual form is sufficient). Prior to the implementation of other change requests, a separate agreement in writing is required between the parties

供应商有义务以不影响成本的方式对变更要求予以实施，不得无故拖延，并且在我方发出书面通知（文本形式即足够）后无需额外补偿。在实施其他变更要求之前，双方之间需要另行签订书面协议。

5.4 We have the right to compensate for the additional expense resulting from change requests by waiving other parts of the services.

我方有权通过免除其他部分服务来弥补因变更要求而产生的额外费用。

6. Remuneration and invoicing 报酬和开具发票

6.1 Except as otherwise agreed between the parties in writing, the prices agreed are fixed prices covering the entire services and expenditures of the supplier, including travel expenses and other outlays.

除双方另有书面约定外，协议价格均为固定价格，涵盖供应商的全部服务和支出，包括差旅费和其它支出。

6.2 If the remuneration is on a time and material basis, the following provisions shall apply in addition:

如果报酬是按时间和材料来计算，则另外适用以下规定：

The remuneration shall be made on the basis of time and material based on the remuneration rates set forth in the respective order or price contract. Travel and waiting times do not count as time expended on rendering performance.

报酬应基于相应订单或价格合同中规定的报酬费率，根据时间和材料予以支付。旅行和等待时间不计入服务履行所花费的时间。

The invoice shall be issued in accordance with an agreed payment plan and shall include respective evidence on the content and scope of the Services respectively performed.

应按照商定的付款计划开具发票，并应分别包括所履行服务内容和范围的相应证据在内。

Unless otherwise explicitly agreed, the order amount provided in the contract constitutes the maximum amount of the net remuneration payable by us. The supplier must notify us in good time if it is foreseeable that the remuneration on the basis of time and material is likely to exceed this maximum amount. The supplier shall only be entitled to remuneration exceeding the maximum amount if we place a supplemental order for such exceeding amount in writing. The terms of this subsection shall apply accordingly to placing such order.

除非另有明确约定，否则合同中规定的订单金额构成我方应付报酬净额的最高金额。如果可以预见基于时间和材料的报酬可能超过该最高金额，供应商必须及时通知我方。如果我方以书面形式在该金额之外另下补充订单，供应商仅有权获得超出该最高金额的报酬。本小节的条款相应地适用于此类订单。

6.3 Travel costs shall only be reimbursed if and to the extent that this was agreed in or if we have given our explicit consent in writing to such reimbursement in an individual case. The original receipts must be submitted to evidence the expenses incurred. Travel costs shall be invoiced together with the next invoice. The information in our purchase orders and delivery schedules shall apply.

只有在双方商定的情况下且在商定的范围内，或者我方向对个别情况以书面形式明确表示同意的情况下，才能报销差旅费。必须提交原始收据证明所产生的费用。差旅费应与下一张发票一起开具发票。我方采购订单和交货计划中

的信息将适用。

A single copy of the invoice shall be sent to the respective imprinted address, indicating the invoice number and other allocation details; the invoice may not be enclosed with the consignments.

应按相应的印刷地址发送一份发票副本，注明发票号和其它分配细节；发票不得随附于货物。

7. Terms of Payment 支付条款

7.1 Payments made by us do not by any means imply acceptance or acknowledgement of the services as being in conformity with the contract.

我方付款并不意味着接受或承认服务与合同规定相符。

7.2 If we have any claims against the supplier, we have the right to withhold payments. The delivery dates agreed shall not be affected thereby. We have the right at any time to offset all our own claims against the claims of the supplier.

在我方对供应商提出索赔的情况下，我方有权拒付。商定的交货日期不会因此而受到影响。我方有权随时使用我方的所有索赔抵销供应商的索赔。

8. Warranty for Performance of Work / Work Supplies 工作履行/工作供给的担保

8.1 The supplier warrants freedom from defects as to quality and defects of title in accordance with the provisions of statute, the General Terms and Conditions of Purchase and in accordance with the following subsections.

供应商保证符合法规、一般采购条款和条件以及以下小节的规定，不存在质量缺陷和权利瑕疵。

8.2 The Services must embody the agreed properties at the time of the passing of risk. In the absence of an agreement on specific qualities, the services are free of defects if they are suitable for the use provided for in the contract, otherwise for normal use, and embody qualities which are customary in work of the same kind and which the customer can expect in accordance with the type of work.

在风险转移时，服务必须体现出商定的特性。在没有就特定质量达成协议的情况下，如果服务适用于合同中规定的用途，或者适用于正常用途，并体现出同类工作通常的质量水平，以及客户根据工作类型可以期待的质量水平，则表明服务不存在缺陷。

8.3 In the event of defects, the supplier shall undertake without undue delay all the investigations that appear necessary and notify us as quickly as possible of the causes and of the measures to cure such complaints. The supplier shall collaborate without limitation in clarifying the causes of the defects or deviations and in the search for an efficient solution to the problem even if the cause of the complaints is the subject of dispute between the contracting parties.

如果出现缺陷，供应商应毫不延迟地开展所有必要的调查，并尽快将原因和处理此类投诉的措施通知我方。在查找缺陷或偏差原因并寻求问题的有效解决方案时，即使双方对投诉原因存在争议，供应商亦应无限制地予以配合。

9. Rights of Withdrawal and Termination

撤回和终止的权利

9.1 We may give notice of termination of individual contracts for work or service.

我方可能会发出终止某项工作的单项合同的通知。

9.2 In the case of individual contracts, we are entitled to, at our sole discretion, to terminate such contracts and services in whole or in part, in any time, through a 30 days prior written notice to the supplier, without any reason, cost, penalty or liability (whether or not for breach of this Agreement), effective as of the date specified in such notice. Supplier will be entitled to payment for the portion of the Service completed in accordance with the terms of this Agreement prior to the termination.

对于单项合同，我们有权在任何时候，提前 30 天以书面通知供应商的方式，自行决定终止本协议项下的全部或部分服务或终止本协议的全部或一部分，而无需任何原因、费用、处罚或责任（无论是否违反本协议的约定），该等终止于该等通知所载明的日期起生效。供应商有权获得在终止前根据本协议的条款已完成的那部分服务所对应的费用。。

9.3 If the supplier gives notice of termination for legal cause during the term of an individual contract without us having caused such termination, the Services rendered shall not be remunerated to the extent that we have no interest in them as consequence of the termination. Sentence 1 shall apply accordingly if notice of termination is given by us based on the supplier's action that was in breach of contract. Further statutory claims of us shall remain unaffected.

如果供应商在单项合同期限内因法定理由而发出终止通知，而终止并非由我方所造成，则我方在因终止而无法获利的范围内，不予对所提供服务给付报酬。如果我方根据供应商违反合同的行为发出终止通知，则第 1 句话应适用。不影响我方进一步采取法定索赔。

9.4 Legal rights and claims shall not be restricted by the provisions included in this Section 9.

法律权利和主张不受本第 9 节规定的限制。

9.5 The termination of an individual agreement (regardless of the legal reason) shall not affect any rights granted to us under Section 3).

单项协议的终止（无论因何种法律原因）不影响根据第 3 节授予我方的任何权利。