

General Purchase Conditions of Georg Fischer

通用采购条款

1 General

- 1.1 All our orders for products and services are subject exclusively to these General Purchase Conditions; deviating our complementary conditions of the Supplier, in particular general conditions of sale shall be valid only if mutually agreed in written form (in writing, e-mail, EDI, etc.). This applies equally to any waiver of the written form.
我方所有针对产品和服务的订单都排他地受本通用采购条款的约束；
- 1.2 Our General Purchase Conditions shall be valid also if we accept the deliveries of the Supplier without any reservation.
如果我方毫无保留的接受了供应商交付的货物，则我方的通用采购条款也适用并生效。
- 1.3 These General Purchase Conditions shall also apply to future orders.
本通用采购条款也适用于将来的订单。

2 Offers

- 2.1 Based on our request for offer, the Supplier shall submit, free of charge, a corresponding offer. The offer shall in all respects correspond to our request. Deviations are to be specified explicitly.
基于我方的报价邀请，供应商应免费提供相应的报价。报价应在各个方面符合我们的邀请。如有不符合之处需要被标注清楚。
- 2.2 Unless otherwise specified, the offer shall be valid for 90 days.
除非另有规定，报价有效期为90天。
- 2.3 All data relating to measurements, weight, performance or other characteristics in Supplier's offer shall be binding.
供应商报价中有关测量，重量，履约和其他特点的数据有约束力。

3 Orders and Order Confirmations, Variations

订单和订单确认，变更

- 3.1 Orders are valid only if transmitted by us in written form.
订单只有当我方以书面形式传送时才生效。
- 3.2 The Supplier shall confirm each order and the binding delivery dates within three working days. In case of call up orders, we expect a confirmation of the delivery date by the next following working day. Each confirmation of order must contain the following information: our order number and order date, article description, our article number, price, consignee, place of destination and if deviating from the order, tariff number and country of origin.
供应商应在三个工作日内确认订单，并确认有约束力的交货日期。如果紧急，对交货日期的确认应在下一个工作日。订单的确认必须包含以下信息：我方的订单号和订单日期，货物描述，货物号，价格，收货人和交货地，关税编号和原产地。
- 3.3 We shall be entitled to request reasonable changes to the ordered Goods regarding design and manufacture. The consequences resulting from such changes, in particular regarding increase or decrease of costs as well as regarding the delivery date shall be mutually agreed upon.
我方有权变更订单货物的设计和制造工艺方法，该变更导致的后果，特别是有关成本费用的增加和减少以及有关交货日期应由双方确认同意。

4 Compliance with Export Control and the use of Preferential Origin

遵守出口管制及使用优惠原产地

- 4.1 The Supplier shall meet all requirements of the applicable national and international customs and foreign trade law and shall include all information in the order confirmation and invoice, LTVD (Long Term Vendor Declaration) for domestic transaction. The Supplier shall inform us of any constraints or restrictions on the export or re-export of such goods under applicable export or customs laws, rules and regulations.
供应商应遵守国家和国际的贸易法规，对于国内交易应在订单确认中包含所有信息，包括发票和LTVD。供应商应该通知我方相关的出口或海关法规对出口和复出口货物的限制。
The information required for this purpose shall include indication of the country of origin, custom tariff (Harmonized Commodity Description and Coding System), dual-use trade controls and the export control classification number (ECCN) or other applicable classification designation of an item.
为该目的所要求的的信息应包括原产地，海关编码（统一商品描述和编码系统），两用物质贸易控制和出口管制分类编码（ECCN）或其他适用的货物分类代码。
- 4.2 In addition, in case of preferential origin, the Supplier have to issue the documentation required for duty-free or duty-reduced importation of the goods in accordance with the Free Trade Agreement.
The information required for this specifically includes EUR1, EUR-MED, or equivalent electronic documents (electronic valuation decision in e-dec Export).
此外，在产地优惠政策的情况下，供应商必须提供根据自由贸易协定为进口货物办理减免税所需的文件。
为此目的所需要的信息包括EUR1（欧共体原产地证书），EUR-MED（欧洲-地中海贸易、分销和服务倡议），或者相应的电子文件（电子清关程序中的电子估值决定）

5 Approval of Drawings and other Technical Documents

图纸和其他技术文件的批准

Sending the order confirmation, the Supplier have to confirm that the parts will be produced following the last version of the technical requirements (our drawings and/or technical specifications for customized parts or technical datasheet for commercial parts). Our approval does not relieve the Supplier from his responsibility for the function and quality of the Goods. The final drawings, maintenance and operating instructions as well as a list of spare parts needed for the maintenance of the Goods are to be supplied latest by commencement of the installation of the Goods.
供应商必须在订单确认中确认供应商应根据最新的技术要求生产货物（专为我方生产的部件的图纸和技术规格以及商用部件的技术数据）。我方的批准并不免除供应商对货物功能和质量的責任。用于维护货物的最终版本图纸，维护和操作指令以及备件清单应在货物被开始安装时由供应商提供。

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6 Prices, Terms of Payment

价格, 支付条款

6.1 The agreed prices are firm and shall remain firm until completion of the order. VAT shall be stated separately. The prices are understood DDP (delivered, duty paid) our place of business, according ICC Incoterms, latest edition, if not otherwise agreed in writing. (For domestic business, it should be DAP)

双方约定的价格应保持固定直至订单的完成。增值税应该另外计算。除非双方另有书面约定, 价格为国际商会国际贸易术语的最新版本的DDP (完税后交货) 交货地点为我方营业场所。(国内贸易, 应该使用DAP条款)

6.2 Invoices shall be sent upon delivery of the Goods, but separately. Invoices shall contain the following information: our order number and order date, article description, our article number, quantities and price per article, consignee and place of destination.

(there are not such more info for Chinese invoice, especially for consignment PO, they can attach a details list of delivery)

应根据交付的货物另开具发票。发票应包含以下信息: 我方的订单号和订单日期, 货物描述, 货号, 数量, 单件货物价格, 收货人和交付地点。(如果提供不了以上相应信息, 可以附带交货清单)

6.3 Unless otherwise agreed, the following terms of payment apply: (XX) days net end of month from receipt of the invoice, at the earliest however from arrival, respectively acceptance of the Goods.

除非另有约定, 以下为支付条款: 收到发票后(XX天)月结

Our payments shall not constitute acceptance of Supplier's performance. In case of defective Goods or non-performance as well as in case of missing material- or work-certificates, certificates of origin or other agreed documents we shall be entitled to withhold the payment proportionately until the contract has been properly fulfilled. We shall be entitled to set-off our own claims or claims of affiliated companies against Supplier's claims.

我方的支付不构成对供应商履约的接受。如果发现货物缺陷或违约情况, 以及有约定物料和许可证的缺失, 原产地证书的缺失和其他文件的缺失, 我方有权有比例地停止相应部分的付款直到供应商完全履行合同义务。我方有权以我方和我方关联公司的权利主张抵消供应商对我方的权利主张。

6.4 Without our prior consent in written form, which shall not be unreasonably withheld, the Supplier may not assign his claims or have them collected by third parties.

未经我方事先的书面同意, 供应商不得转让其债权, 并不得使得第三方要求我方向其支付货款。

6.5 In case of advance payments, the Supplier shall, at our request, provide a bank guarantee from a first class bank.

如果是预付款的情况, 供应商应当应我方要求出具由第一流银行提供的银行保函。(对于中国供应商, 视具体情况安排)

7 Packing, Dispatch, Transport Insurance

包装, 发运, 运输保险

7.1 The Supplier is responsible for the protection and the preservation of the Goods to be provided to us.

供应商负责保护和预留将要向我方交付的货物。

7.2 Each delivery shall be accompanied by a delivery note containing the information described in para 6.2 except the price.

每次交货须附随交付清单, 该清单应包含第6.2条规定的除价格以外的信息。

7.3 For the purpose of Identification of the articles, the article description, the article number and the serial number (if applicable) shall be clearly visible.

为识别货物的目的, 货物描述, 货物号和序列号(如果适用)应清晰可见。

7.4 Unless otherwise agreed, Supplier shall be responsible for the return of empties or packing material on his own costs (including cost of transport and disposal).

除非另有约定, 供应商应该自承费用负责返还周转用运输工装及包装材料(包括运输和处理的费用)

8 Improper Documentation / Risk and Costs

不当的文件管理 / 风险和费用

If the agreed transport documents have not been properly transmitted, the Goods shall be stored at Supplier's risk and costs until the complete documents have been transmitted.

如果约定的运输文件没有适当的转移, 供应商应负责承担费用贮存货物并承担货物损毁的风险, 直到全部文件完成转移。

9 Transport of dangerous Goods

危险货物的运输

9.1 The transport of dangerous Goods on public roads in Switzerland shall be subject to the Ordinance on the Transport of dangerous Goods.

在瑞士公路上运输危险货物应受瑞士危险货物运输法令的运输。

9.2 Goods, including those imported from abroad - are to be clearly designated according to the respective Ordinance on Chemicals of which country that is affected by the Goods. Non-observance of this requirement shall entitle us to reject the Goods.

根据受该货物影响的国家的相关化学品法令的规定, 货物, 包括从境外进口的货物在内, 应被明确标明。我方有权拒收违反该法令的货物。

9.3 The relevant safety data sheets of the Goods ordered shall be attached to the pertinent supply. The number of safety data sheets shall be specified in the relevant order. In addition, the safety data sheets, including any changes thereto, shall also be submitted in electronic form.

有关订单货物的安全数据单应随附于相关交付的货物。安全数据单的序号应按相应的次序列明。此外, 安全数据单, 包括数据单的任何变更, 也应以电子表格的形式递交。

10 Delivery Date

交货

10.1 The agreed delivery dates and periods are binding and of the essence. Delivery dates or -periods are deemed met upon arrival of the Goods at the agreed place of the agreed incoterm.

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约定的交货日期和期间具有约束力且必不可少，同时按约定的贸易术语在约定的地点交付货物可以视为按时交付货物。

10.2 In general partial or premature deliveries shall apply as non-delivery of goods and shall cause claims for damages, if such partial or premature deliveries are not approved by us in writing beforehand

如果部分或提前的货物交付未经我方事先的书面批准，该部分或提前的货物交付应被认为未交付货物，并会因此引起损害赔偿请求。

10.3 The Supplier shall notify foreseeable delays or partial delays immediately. The notice shall state the reasons for the delay and its estimated duration. If the agreed delivery date is not met, the Supplier shall be deemed in arrears.

供应商应立即通知我方可预见的迟延交货或部分迟延的交货。该通知应陈述迟延的理由以及估计的延迟的期间。如果未按约定的日期交付货物，供应商应被视为迟延交货。

10.4 If the agreed delivery date or the agreed delivery period are not met, a penalty of 2%, max. however 10% of the price of the Goods shall become due for each commenced week of delay. In case of partial delays, the penalty shall be calculated on the total price of the Goods or services which, due to the partial delay cannot be used. Payment of the penalty shall be without prejudice to our right to claim damages exceeding the penalty.

如果供应商没有按约定的交货日期或期间交货，每迟延一周供应商应承担相当于货物价格2%的违约金，但违约金最高不超过货物价格的10%，如果是部分货物迟延交付，应根据因迟延交付而无法使用部分的货物和服务的价格计算违约金。违约金的支付不妨碍我方要求供应商支付超过违约金部分的损害赔偿金的权利。

10.5 In case of missing documents or free-issue material to be supplied by us, the Supplier is only excused if he has timely requested the supply of such documents or materials. In such case, the delivery period will be prolonged adequately.

在应由我方提供文件和物料缺失的情况下，如果供应商已经及时地请求我方提供这些文件，供应商不承担责任，在该种情况下，交付期间应相应地延长。

11 Inspection and Acceptance of the Goods, Warranty

检查和接受货物，质量保证

11.1 Defects of the Goods shall be notified to the Supplier in tangible form each time they have been discovered in the ordinary course of business.. In any event, we shall be obliged to inspect inbound Goods with regard to identity, quantity or obvious transport defects and to notify any defects or deficiencies, in a reasonable timeframe, following the receipt of the Goods.

在正常的业务营运过程中发现的货物瑕疵应以有形的方式通知供应商。在任何情况下，我方应检查送达的货物的品名，数量和其他易于发现的运输造成的瑕疵，并在收货后的合理时间范围内通知供应商。

11.2 The Supplier is always required to declare/certify the conformity of the Product(s)/Service(s) with reference to the Purchase Order Requirements. 供应商应根据采购订单的要求报告/核实并确认货物或服务对订单要求的遵守。

11.3 In case the Goods or parts thereof fail to comply with the specification given pursuant to paragraph 11.2 the Supplier shall be obliged to remedy or have remedied the defects at his expense and at the place of his election at his costs. If a complete remedy of the defects cannot be expected within a reasonable period, the Supplier shall, free of charge, replace the defective Goods. In addition, he shall bear the costs of disassembly and re-assembly. If the Supplier is not capable of or fails to remedy the defects immediately, we shall be entitled, after consultation with the Supplier and at his cost and expense, to remedy the defects ourselves or to have them remedied by third parties. The same applies in case the defective parts have to be replaced. All costs of transport and related travel expenses shall be borne by the Supplier. In addition, the Supplier shall bear the handling costs we have incurred. Transport costs and travel expenses for repairs shall be borne by us if the Goods, without Supplier's knowledge, have been shipped abroad.

如果货物或部件未遵守第11.2条规定的规格，供应商有义务自承费用对缺陷进行修复和弥补。如果供应商未在合理的期限内完成修复和弥补，供应商应免费替换缺陷货物。此外，供应商应承担拆卸和组装的费用。如果供应商没有立即完成对缺陷的弥补和修复，我方有权在###自行修复缺陷或要求第三方修复缺陷，该修复的费用由供应商承担，如果缺陷货物被替换，费用也应由供应商承担，所有相关的运输和其他费用也应由供应商承担。此外，供应商应承担我方已经负担的处理费用。如果货物未经告知供应商而发运国外修理，则和修理相关的运输费用由我方承担。

11.4 All our rights at law to claim damages, in particular to claim damages for non-performance of the contract, remain reserved.

我方保留根据法律规定要求对方赔偿的权利，特别是因对方违约要求赔偿的权利。

11.5 The warranty period shall be 36 months. It starts upon arrival of the Goods at the place of destination. If a joint acceptance test has been agreed, it starts upon successful acceptance of the Goods. The warranty period for repairs or replacements shall be 12 months; it shall however not end prior to the expiry of the original warranty period for the Goods. In addition, the warranty period shall be prolonged by the period during which the Goods, due to repair work could not be operated.

质保期为36个月。质保期从货物到达目的地之日起算。如果双方联合实施货物接受测试，则起算日为成功完成测试并接受货物之日起算。被修理和替换的货物的质保期为12个月，但是该种情况下的质保期不得于原本约定的货物质保期之前到期。

11.6 In case the Supplier rejects our warranty claims, he shall remain obliged to prepare a detailed report containing the following information: article designation, our article number, type of article, serial number, analysis of the defect (root cause of the defect, remedial actions), photographs, list of exchanged parts, costs and detailed justifications for rejection of our warranty claim.

如果供应商拒绝我方在质保期内提出的权利主张，供应商应有义务准备一份详尽的包含以下内容的报告：货物的名称，货物货号，货物种类，序列号，缺陷分析（缺陷的根本原因，修复行动），照片或图片，需要更换部件的清单，费用以及拒绝质保权利主张的详细理由。

12 Quality and Complaints

质量和投诉

12.1 Quality assurance and control shall be carried out in accordance with the drawings' requirements and other technical specifications shared with the Supplier. Receiving, manufacturing and delivery inspections shall be carried out to the extent necessary for ensuring that the right quality is delivered at the right time. All first article and manufacturing inspections shall be carried out in such a way that random and systematic faults are eliminated at an early stage.

质量保证和控制应根据分享给供应商的图纸要求和其他技术规格来实施。收货，生产和货物检查的实施都应保证货物的质量和交货的时间。实施首件和生产检查应保证随机和系统的错误在早期阶段就被排除。

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Unless otherwise stated at order, the Supplier is itself responsible for measurement methods and the scope of inspections. Inspections, etc. shall be tailored to how difficult the product is to manufacture. Measuring instruments and inspection equipment shall be calibrated to national or international, traceable standards.

除非在订单中另有规定，供应商应对检查和检测的范围和方法负责。货物的检查等事项应与货物生产的难度相匹配。测量仪器和检查设备应被校准以符合国际和国家标准。

12.2 We reserve the right to plan and conduct, after an official agreement with the Supplier, audits at its sites. Audits will be done following our internal process.

与供应商协商一致后，我方保留制定审核计划并在供应商处实施现场审核的权利。审核将按照我方的内部审核流程实施。

12.3 Each delivery of products manufactured in accordance with our manufacturing data shall be accompanied by an inspection report. The inspection report shall have been compiled clearly and signed by the inspector. Wherever possible (i.e. where no subsequent process makes it impossible), measured components shall be marked and kept separate from other components. Our Supplier Quality Assurance (SQA) register on all inspection results per Supplier. These results then provide the basis for our Supplier evaluations.

根据我方的生产数据生产的每批次产品都应附随检查报告。检查报告应该被清晰的编写并由检查者签字。如果由可能（在后续程序使之可能的情况下检验合格部件需要标识并和其他零件分开存放，我们供应商质量保证部门会登记所有供应商的检验结果，同时这些检验数据将作为我们质量评价的依据

12.4 Supplier Quality Assurance Handbook (SQA) is our official documents where the applicable Quality Assurance Requirements are formalized. It is mandatory for the Supplier to fill the related SQA Compliance Matrix each time requested from one of our plants.

供应商的质量保证手册(SQA)是我方的正式文件，所有有关质量保证的要求都以文字形式记载于质量保证手册中。每一次填写有关SQA的合规模块表格是对供应商的强制要求。

13 EC-Conformity, Operating Instructions

欧盟规定的遵守，操作指令

13.1 All Goods must conform to the applicable EC-directives, operating instructions, Declarations of Conformity or Manufacturer's Declarations required by law shall be permanently updated and supplied, free of charge, in writing or electronic format in German and English language.

所有的货物必须遵守相关的欧盟指令，法律要求的操作指令，自声明或生产商声明 应由供应商免费及时更新并向我方以书面或电子文件形式提供英语和德语版本。

13.2 In addition to the German and English versions, operating instructions are to be supplied, free of charge, also in French, Spanish and Italian language, to the extent the respective instructions are used by the Supplier also for other customers. Unless otherwise agreed, the Supplier may invoice the costs of translation of operating instructions specifically made for us.

操作指令除英语和德语版本外，还应该提供法语、西班牙语和意大利版本，以使操作指令供供应商和其他客户使用。除非另有约定，供应商可以向我方开具翻译费用的发票

Our machines and spare parts are sold worldwide. It shall be the responsibility of the Supplier to acquaint himself if and where the Goods require approvals and certifications. The certification costs of Goods, which have not been specifically developed or manufactured for us, shall be borne by the Supplier. Goods to be certified must have at least one of the following approvals: CE (Europe), UL (USA), CSA (Canada), CCC (China). 我们的机器和备件在世界外国内销售，供应商有责任了解货物是否需要批准和认证。为我方专门开发或制造的货物的认证费用应由供应商承担。需要认证的货物必须至少具有下列批准之一：CE(欧洲), UL(美国), CSA(加拿大), CCC(中国)。

13.3 Due to the fact that we shall provide our products to Customers based in the United Kingdom, all the Suppliers that will provide components subjected to the "CE Declaration of Conformity" are obliged to properly provide the "UKCA Declaration of Conformity" and to mark the products following the applicable laws.

因我方将向英国客户提供产品，所有提供遵守 CE 合格声明的零部件的供应商有义务提供 UKCA 合格声明，并标注产品遵守相关的法律。

14 Spare Parts

备件

14.1 The Supplier shall procure that all his spare parts or compatible substitutes thereto are available at reasonable conditions and within a reasonable period of time for at least 10 years after serial supply.

在供货后，供应商应保证在合理条件下供应商可以在至少十年的期间内提供所有的备件和兼容的替代物。

14.2 In case of complete modules, the Supplier shall provide a constantly updated spare parts catalogue with corresponding drawings and sketches in Supplier's and in English language. The documents shall be transmitted in electronic format.

如果是成套部件的情况下，供应商应该不时地提供供应商使用语言及英语版本的更新的备件目录以及相应的图纸。该些文件应以电子文本形式传送。

15 Tailor-made Products

定制产品

Goods which have been developed by the Supplier at our request and cost or which we have developed jointly with the Supplier may not be sold to third parties for the duration of any pertinent intellectual property rights owned by us, at least however, for a period of five years following our last order.

我方出资，由供应商按照我方要求开发的产品，以及由我方和供应商联合开发的产品在我方拥有的相关的知识产权的权利期间不得出售给第三方，或至少在我方最后一个订单完成后五年内不得出售给第三方。

16 Liability, Indemnity and Insurance

责任，赔偿和保险

16.1 Without prejudice to applicable mandatory law, Supplier shall, without any limitations at first demand, indemnify and hold us harmless, for all liabilities, damages, cost, losses or expenses incurred by us as a result of Supplier's breach of the Contract. Supplier shall, without any limitations,

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indemnify and hold harmless us for any claim made by a third party against us in connection with the Goods, including but without limitation to claims that such Goods infringe a third party's Intellectual Property Rights.

在不影响强制性法律的情况下，供应商应使我方免于遭受并无限制地赔偿我方因供应商违约而产生的所有责任、损害、成本、损失或费用。供应商应使我方免于遭受并无限制地赔偿第三方针对我方提出的与货物有关诉求，包括但不限于有关货物侵犯第三方知识产权的诉求。

16.2 Supplier is responsible for the control and management of all of its employees, Suppliers and/or subcontractors, and he is responsible for their acts or omissions as if they were the acts or omissions of Supplier.

供应商负责控制和管理其所有雇员、供应商和/或其下级分包供应商，供应商应对他们的行为和过失负责，他们的过失和行为应视为供应商的过失和行为。

16.3 The Supplier shall take out and maintain a product liability insurance with a worldwide coverage of at least CHF 5 Million per personal and/or property damage and with a coverage of at least CHF 0,5 Million for the costs of dis- and reassembly. The aforementioned insurance coverage shall not constitute a limitation of Supplier's liability. The insured amount cannot be considered as limitation of liability.

供应商应该购买覆盖全球范围内的保险金额为每人或/和每件财物至少500万瑞士法郎的产品责任险以及为拆卸和组装费用的保险金额至少为50万瑞士法郎的保险。上述保险范围不得构成对供应商责任的限制。保险金额不得被认为是责任的限制。

16.4 Customer reserves the right to set off any claims under a Contract against any amounts owed to Supplier

客户有权以合同项下的权利抵消所欠供应商的款项。

17 Infringements

侵权

The Supplier shall be responsible that the Goods do not infringe any domestic or foreign patents or other industrial property rights of third parties. 供应商应保证货物不侵犯任何国内或国外的第三方的专利和其他工业产权。

18 Secrecy, Intellectual Property

秘密，知识产权

18.1 All data, drawings, etc., which we provide to the Supplier for the manufacture of the Goods, shall remain our property. They may not be used for any other purpose, copied or disclosed to any third parties. Copyrights, if existing, shall equally be our property. At our request, all documents, including any copies thereof, shall be returned to us.

所有由我方提供给供应商用作货物生产的数据、图纸等仍然是我方的财产，这些数据 and 图纸等不得被用作其他用途，也不得被复制或披露给第三方。如果存在有著作权，该著作权也为我方财产。应我方的要求，供应商应将所有文件以及文件的复印件返还给我方。

18.2 We shall equally keep secret all technical documents we receive from the Supplier. They shall remain the property of the Supplier or his subcontractors.

我方会对来自供应商的技术文件加以保密。这些技术文件为供应商及其分包商的财产。

19 Tools, Gauges, Fixtures, etc.

模具，夹具和检具等

Tools, gauges, fixtures, patterns, etc., which have been ordered and paid for by us shall remain our property. They must be safely stored and maintained as well as adequately insured against all risks by the Supplier. Without our consent in written form they may not be modified, destroyed or used for third parties. We are entitled to ask the Supplier to ship these tools, fixtures, patterns, etc. ... to one of our premises.

由我方订购并付款的模具，夹具和检具，图纸等为我方的财产。供应商必须妥善、安全的保管和恰当的维护以避免任何可能的损坏。并建议由供应商购买相关险种的保险。未经我方书面同意，这些物件不得被改动、销毁或被第三方使用。我方有权要求供应商将该些物件运送到我方指定的某一个处所。

20 Protection of Personal Data

个人数据的保护

In the context of the contractual relationship with the Supplier personal data may have to be processed. The Supplier agrees that - in the context of the execution of our orders - we process and disclose such personal data also to third parties (clients, etc.) at home and abroad.

在与供应商合同关系项下，个人数据应受到保护。在执行我方订单的情况下，供应商同意我方将在国内和国外将个人数据处理或披露给第三方。

21 Force Majeure

不可抗力

21.1 Neither Party shall be liable to the other for the non-performance of a contract caused by events of Force Majeure. "Force Majeure" are deemed to be non-foreseeable events occurring following the signing of a contract which are beyond the reasonable control of the affected Party. The same applies if such events are affecting subcontractors.

任何一方因不可抗力而无法履行合同将不构成违约。不可抗力应被视为无法预见的、在签订合同后发生的、超出受影响方合理控制的事件。

21.2 The Party invoking grounds of Force Majeure shall inform the other Party without delay of the occurrence and the probable duration of the state of Force Majeure. If it fails to do so the affected Party shall not be entitled to invoke a state of Force Majeure.

一方援引不可抗力时应毫不迟疑的将不可抗力的发生及可能的持续时间和状态通知另一方。如果未作该通知，一方无权援引不可抗力进行免责。

21.3 If a Force Majeure event exceeds thirty (30) calendar days, we may terminate the Order forthwith by written notice without liability. Each Party shall use reasonable efforts to minimize the effects of the Force Majeure event.

如果不可抗力持续超过30天，我方有权以书面通知的形式解除订单/合同并免除任何责任。任一方应在合理范围内尽可能的减小不可抗力所造成的影响。

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22 Assignment, Sub-letting, Change of Place of Manufacture

转让, 分包, 改变生产地

- 22.1 The Supplier may not assign or sub-let the order or any material part thereof without our prior consent.
未经我方书面同意, 供应商不得转让及分包订单及订单的实质的部分。
- 22.2 The Supplier shall inform us without delay if he intends to move the manufacture of the Goods from one site to another.
如果供应商意图改变货物的生产地点, 必须事先征得我方的书面同意确认。

23 Rescission, Termination

撤销, 解除

- 23.1 If the Supplier, despite a reasonable time extension granted by us, is in arrear with the delivery of the Goods or his warranty obligations pursuant to paragraph 11 we shall be entitled to rescind or terminate the contract and to claim damages for non-performance.
如果供应商在我方给与合理宽限期后仍然迟延交货或迟延履行其在第11条项下的质保义务, 我方有权撤销或解除合同并要求供应商承担违约责任。
- 23.2 If, prior to the due date, it is foreseeable that the Supplier, for reasons not attributable to us, will exceed the delivery date, entailing economic risks which reasonably cannot be expected to be borne by us, or if it is foreseeable that the Goods will not be fit for the purpose for which they are intended, we may rescind or terminate the contract and claim damages for non-performance, provided a reasonable extension for the performance of the contract has been granted, but without success.
如果在到期日前, 可以预见因不可归因于我方的原因, 供应商将迟延交货并造成了不应由我方承担的经济损失, 或者可以预见货物将无法按期望的目的被使用, 并且我方已经给了供应商合理的履约宽限期后供应商仍然未履行合同, 我方可以撤销和解除合同并对供应商主张违约赔偿。
- 23.3 The above remedies shall be in addition to and not in lieu of any other remedies available at law.
以上的补救措施是法律规定之外的额外的补救措施。

24 Place of Performance, Applicable Law, Jurisdiction

履约地点, 准据法, 管辖

- 24.1 All contracts concluded between us shall exclusively be subject to Swiss law.
双方之间的合同排他的适用中国法律。
- 24.2 Place of venue and jurisdiction shall exclusively be Zürich, Switzerland, excluding any provisions of conflict of laws and excluding the Vienna Convention of the International Sale of Goods.
合同的司法管辖地排他的为(BAC 为中国北京, CAC为中国常州), 不含冲突法和国际货物销售合同公约的适用。

25 REACH conformity and duty to provide information

REACH符合性和提供信息的义务

- 25.1 The Supplier undertakes to ensure that the goods supplied by him to us in the warehousing business or to other member companies of the Georg Fischer Group in third-party deals, including packaging, comply with the stipulations of the EC Regulation no. 1907/2006 regarding Registration, Evaluation, Authorization and Restriction of Chemical Substances (REACH Regulation). The Supplier shall ensure in particular that the delivered goods/products and the packaging thereof do not contain any substances included in the Candidate List in acc. with Art. 59 paragraph 1 of the REACH Regulation, as amended, in quantities exceeding 0.1 weight per cent (SVHC substances). Once that concentration is exceeded, the Supplier shall be required to specify to us by name the individual substances used, as well as their mass percentage. If the goods supplied by the Supplier contain substances included in the Candidate List for no matter which reason, the Supplier ensures that they are covered by an authorization acc. to the REACH Regulation. The Supplier is obliged to have all substances contained in the goods registered by himself or (pre)registered by upstream Suppliers insofar as the Supplier is subject to the registration requirement in acc. with the REACH Regulation. If the Supplier himself is not subject to the registration requirement in acc. with the REACH Regulation, he shall oblige his upstream Suppliers to comply with their obligations in acc. with the REACH Regulation. Proof of any registration made by the Supplier or his upstream Suppliers regarding the delivered goods shall be furnished to us in writing on request.
供应商应确保在仓储业务中供给我们的货物及在第三方交易中供给GF集团其它公司的产品, 包含包装, 遵守《欧盟规例》2907/2006 号关于化学物质的注册、评估、授权和限制(REACH法规)的规定。供应商应特别保证交付的产品及其包装不含REACH法规第59条第1段候选清单中包含的任何物质, 作为修订, 重量超过0.1%的数量(SVHC物质)。一旦浓度超标, 供应商应按要求向我们指出使用的个别物质的名称, 以及它们的质量百分比。无论出于何种原因, 供应商提供的货物含有清单所列物质, 供应商应确保它们按照REACH法规授权被包含。
只要供应商符合REACH法规的注册要求, 供应商必须自行注册或由上游供应商(预先)注册货物中所含的所有物质。如果供应商不符合REACH法规的注册要求, 应责成上游供应商遵守其在REACH法规中的义务。供应商或其上游供应商就已交付的货物进行的任何注册证明, 应以书面形式提供给我方。
- 25.2 The Supplier undertakes to communicate to us all items of information and documentation required in acc. with the REACH Regulation (in particular in acc. with Art. 31 et seq. of the REACH Regulation) within the time periods provided for by the REACH Regulation and/or to forward the information obtained from his upstream Supplier to us immediately.
供应商承诺在REACH法规规定的时间内向我们提供所有REACH法规所需的信息和文件(特别是REACH法规第31条及以后)并且/或者立即将其从上游供应商处获得的信息转发给我们。
- 25.3 If claims related to goods delivered by the Supplier are raised against us or other member companies of the Georg Fischer Group by customers, competitors or authorities due to infringement upon the stipulations of the REACH Regulation, we shall be entitled to require the Supplier to hold us/them harmless against such claims and to provide compensation for the damage caused by or in conjunction with non-conformity with the REACH Regulation.
如果客户、竞争对手或有关部门由于供应商交付的货物违反了REACH法规的规定向我们或GF集团的其他公司提出索赔, 我们有资格要求供应商使我们免于承担相关索赔的损失, 并且由供应商提供因不符合REACH法规而引起的或与之相关的损害赔偿。

26 RoHS – Restriction of Hazardous Substances

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RoHS-有害物质限制

All products, spare parts and materials delivered to GF must be in conformity with the RoHS Directive 2011/65/EU (RoHS 2) and the amended annex II Directive (EU) 2015/863 (RoHS 3) of the European Parliament and the Council concerning the limitation on the usage of certain hazardous substances. If the supplier cannot guarantee this, GF is to be informed immediately.

所有交付给GF的产品，备件和物料必须符合欧洲议会和理事会关于限制使用某些有害物质的问题发布的欧盟ROHS指令2011/65 (RoHS 2) 以及修订附录II指令(欧盟) 2015/863 (RoHS 3)。如果供应商无法保证，应立即通知GF。

27 Environment

环境

27.1 The Supplier takes the responsibility that the Goods are in conformity with the environmental, security and accident- prevention standards in force at the date of delivery. He shall be liable for any breach of these provisions and shall indemnify and, at its request, keep Georg Fischer harmless from any claims that may be raised by third parties against Georg Fischer.

供应商有责任确保货物在交付日有效符合环境、安全和事故预防的法规和标准。供应商应对违反以上的规定和法规承担责任，并使乔治费歇尔免受第三方对乔治费歇尔提起的任何主张和要求。

27.2 With regard to all materials and objects (in particular dangerous substances or preparations) which by their nature, properties or condition may pose dangers to the environment, to objects or people if put to use or being commissioned and which therefore require special handling with regard to packing, transport, storage or disposal, the Supplier shall submit to Georg Fischer, prior to shipment, a completely filled-out security data sheet as provided by applicable law and the pertinent EU-Directives. In addition, the Supplier shall send to Georg Fischer instructions on actions to take in case of possible transport accidents.

对于任何根据其性质、特点和条件，在被使用或托管时可能对环境、财产或人构成危险的，因此在包装、运输、储存时需要特殊处理的物料和物件（特别是危险物质及其制品），供应商应在运输前根据相关法律和欧盟指令向乔治费歇尔递交一份完整的安全数据清单。

此外，供应商应向乔治费歇尔提交应对运输过程中可能发生的事实的行动说明。

27.3 In case of the supply of plants, all properties of the plant relevant for its safe operation as well as all security measures are to be evaluated and laid down in an instruction manual or a similar document.

在交付到工厂的情况下，所有有关工厂作业的安全操作特性以及安全措施都应在操作手册或相似文件中被记载和评估。

27.4 Supplier guarantees that its supplies shall not have ionizing radiation that exceeds the relevant statutory maximum permissible value. If contractually agreed, Supplier shall present test records of adequate checking devices upon Georg Fischer's demand at any time.

供应商保证其交付的货物不含有超过法定允许的最大剂量的离子辐射。如果合同约定，应乔治费歇尔的任何时候的要求，供应商应向乔治费歇尔提供合适检测设备完成的测试记录。

28 Trade Compliance Regulations

28.1 The Supplier shall comply with all applicable export controls, customs and foreign trade regulations, embargos and other sanctions ("Trade Compliance Regulations"). The Supplier shall in particular obtain, at its own cost, the necessary export licenses or approvals for worldwide export of the Goods or any part thereof (including wares, information, software and/or technology related thereto) prior to their export.

供应商应遵守相关的出口管制、海关、外贸、禁运法律法规和其他制裁（“贸易合规规则”）。供应商特别应自承费用在出口前获得出口许可证和批准书，以使得货物或其部分可以在全球范围内出口（包括产品，信息，软件和/或相关的工艺技术）

28.2 The Supplier shall advise us in writing within one week of receipt of the purchase order (and in case of any changes without undue delay) of any information and data required by us to comply with all Trade Compliance Regulations in case of import, export and re-export. This includes without limitation

在进口、出口和复出口的情况下，供应商应在收到订单一周内书面建议我方（在变更的情况下应无过度的延迟）有关我方需要的遵守所有贸易合规规则的信息和数据。该些信息和数据包括但不限于：

a) the information whether or not the Goods or any part thereof (including wares, information, software and/or technology related thereto) are export controlled under any relevant regulation (e.g. of the country of export and/or of the US) and, if so, about the extent of such restrictions and all applicable export list numbers (e.g. for US-origin items the Export Control Classification Number ECCN according to the U.S. Commerce Control List), as well as

有关货物的信息，不论该货物或其部分（包括产品，信息，软件和/或相关的工艺技术）是否受任何相关法规（例如出口国的法规和/或美国的法规）出口管制，如果受管制，有关该种管制的程度范围和所有相关的出口清单序号（例如，对于原产地为美国的产品，根据美国商务控制清单的出口管制分类序号ECCN），以及

b) the country of origin (preferential or non-preferential origin) and, upon our request, the Supplier's declaration of preferential origin or preferential certificates.

原产地（优惠或非优惠产地）以及，应我方的要求，供应商提供的优惠产地声明或优惠证书

28.3 The coming into force of any purchase order shall be conditional upon the effective issuance of a necessary license. We have no obligation to fulfill any purchase order in case of impediments arising out of any Trade Compliance Regulations (e.g. if a license is withdrawn, revoked, not renewed or no longer valid).

在获得必须的有效的证书时订单才生效。

29 Conflict Minerals

冲突矿物

29.1 We are committed to sourcing our materials responsibly. We make every effort to ensure that our products do not contain minerals (e.g. tin, tungsten, tantalum, gold, and cobalt) sourced from mines from conflict-affected and high-risk areas.

我方承诺对采购的物料负责。我们尽一切努力确保我们的产品不含有来自受冲突影响和高风险地区的矿山的矿物（例如：锡、钨、钽、金和钴）。

29.2 We expect from our Suppliers to take appropriate due diligence measures to determine the origins of minerals used in their supply chain and ensure they do not originate from conflict and high-risk areas.

我方希望供应商采取适当的调查措施以核实在其供应链中使用的矿物的产地，以确保该矿物并非来自于受冲突影响和高风险地区。

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29.3 The Supplier has the obligation to implement all the necessary activities needed to fully respect the content of the EU "Conflict Minerals" Regulation 2017/821 that targets minerals originating from conflict-affected or high-risk areas without being limited to specific geographical locations.

供应商有义务执行和采取相关必须的行动以充分遵守欧盟的 2017/821 号冲突矿物的指令，该指令适用于来自受冲突影响和高风险地区的矿物质，而限于特定的地理位置。

30 Code for Business Partners
商业合作伙伴准则

30.1 Ethical behavior in terms of economic, environmental and social responsibility as well as legal compliance is an integral part of our business. Therefore, long term and trusting partnerships with our business partners are crucial for us and we expect sustainable, ethical and compliant behavior from them.

在经济、环境和社会责任以及法律合规方面的道德行为是我们业务不可分割的组成部分。因此，与我们的业务伙伴的长期信任合作对我们至关重要，我方期望我方的合作伙伴遵循可持续、道德和合规的行为。

30.2 The Code for Business Partners (the "Code") applies to all Suppliers, (sub-) contractors and other service providers of us and their employees (collectively referred to in this document as "business partners"). We expect these business partners to implement the principles established in this Code in their companies. It is their responsibility to verify compliance with the principles set out below in their own supply chains.

商业合作伙伴准则（“准则”）适用于所有供应商、分包商和其他服务提供商以及他们的雇员（在本文件中统称为“业务伙伴”）。我方希望这些业务伙伴在其公司中实施本守则中确立的原则，他们有责任确保其供应链遵守在以下设立的原则

30.3 It is mandatory for all the Suppliers to view our Code for Business Partner (<https://www.georgfischer.com/en/about-gf/sustainability-at-gf/code-for-business-partners.html>) and implement all the required activities to be compliant with it.

所有供应商必须通过(<https://www.georgfischer.com/en/about-gf/sustainability-at-gf/code-for-business-partners.html>)阅读我方的商业合作伙伴准则，并实施所有被要求的行动以遵守该准则。

Date: 日期

Date: 日期

Place: 地点

Place: 地点

BAC OR CAC

Supplier

Signature:.....

Signature:

Name:

Name: