

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，并应管辖我们的全球采购交易。

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.

我们的采购通则排他适用于，任何与我们的采购通则相冲突或相背离的供应商的条款和条件，除非我们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 [\[business-partners/#logistics-regulations-and-standards\]\(https://www.bosch.com/company/supply-chain/information-for-business-partners/#logistics-regulations-and-standards\) 中的物流与供应商手册）。](https://www.bosch.com/company/supply-chain/information-for-</div><div data-bbox=)

- 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://assets.bosch.com/media/global/bosch_group/purchasing_and_logistics/information_for_business_partners/downloads/purchasing_docs/terms_and_conditions/global_1/supplementary-terms-and-conditions-work-and-services_en_cn.pdf "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://assets.bosch.com/media/global/bosch_group/purchasing_and_logistics/information_for_business_partners/downloads/purchasing_docs/terms_and_conditions/global_1/supplementary-terms-and-conditions-work-and-services_en_cn.pdf 中的全球补充条款和条件）。
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，则必须立即通知我们的采购部门。
- 3.4 The unconditional acceptance of a delayed delivery or service 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，直至我们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们会接受。
- 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。
- 3.7 Unless otherwise stipulated in the supplementary Terms and Conditions of Purchase for Software, the supplier shall assign to us an unlimited and

worldwide license to use any software included in the delivery. Such license shall encompass, in particular, duplication, loading and running the software.

除非在软件采购的补充条款中另有规定，供应商应向我方授予使用交付的任何软件的无限制的，全球范围的许可。这种许可应特别包括复制、装载和运行该软件。

- 3.8 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 sub-license to use insofar as this is necessary for the use of the hardware.

我们有权将软件的使用权以任何其他形式分许可、出租、租赁或转让给我们的关联公司，以及负责制造我们的产品并因此需要软件使用权的分包商。我们还拥有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。

- 3.9 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。

- 3.10 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)。

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们合理控制范围内的情况，如大流行病，在该事件期间，我们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，在不影响我们可能拥有的任何其他权利的情况下，我们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.

我们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；发票不得与货物一起附上。

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, invoices shall be paid within 120 days from receipt of the Goods or performance of the services respectively, and of a duly issued and verifiable invoice sent to the invoice address as instructed by us. Payment is subject to invoice verification.

除另有约定外，发票应在我方收到相应的货物或服务履行完毕，且供应商按照我方指示，已将相关适当开具并可验证的发票寄至指定地址后 120 天内支付。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. 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.

我们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. Only in the event of disproportionate expenses, the supplier may refuse the chosen type of subsequent performance.

我们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。只有在费用过高的情况下，供应商才可以拒绝我方所选择的继续履行方式。

- 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 im-

minent 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 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.

供应商应赔偿我们, 并使我们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没有责任且不应负责。在我们提出要求后, 供应商应立即向我们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, 并应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。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 in the event of fraudulent misrepresentation, 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 upon completion of delivery of the Goods (transfer of risk). Any longer statutory limitation periods shall take precedence.

除欺诈性虚假陈述的情况外, 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。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考虑。

- 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, 相应地适用9.5的规定(赔偿索赔的时效期)。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 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相应责任。

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, 供应商有义务对我们进行赔偿并使我们不受影响。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地召回方式, 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，我们有权解除合同：
- SUPPLIER suspends making its payments altogether, or 供应商全面停止付款，或
 - SUPPLIER fails to clear off its debt as due, and its assets are not enough to pay off all the debts or it is obviously incapable of clearing off its debts 供应商不能清偿到期债务，并且资产不足以清偿全部债务或者明显缺乏清偿能力的，或
 - SUPPLIER is obviously likely that it is unable to pay off its debts; or 供应商有明显丧失清偿能力的可能的；或
 - an application is filed for insolvency or comparable debt settlement proceedings to be initiated with respect to the assets or operation of SUPPLIER or 供应商已提交破产申请或针对供应商财产或运营的类似的债务清算程序已启动的，或
 - the opening of insolvency proceedings relating to the assets of SUPPLIER is dismissed. 与供应商资产有关的破产程序的启动被驳回。
- 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. 如果我们基于上述条款行使解除权或终止权而解除或终止合同的，供应商应赔偿我们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 条不影响我们可以获得的任何法定权利或索赔。

12. Conducting Work 开展工作

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 suitable and sufficiently qualified employees and safe working equipment on our premises. Any accidents occurring on our premises must be reported to us immediately. 为履行合同而在我们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，并告知我们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们。

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. The supplier is entitled to sell the products manufactured using our Provisions in its ordinary course of business subject to retention of title and written consent of us. 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. We may revoke the supplier's rights pursuant to this clause 13 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.

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的所有权人，所有权比例为备品的价值占整个产品的价值的比例；供应商应当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之共同所有权，直至因备料供应引发的索赔全部解决为止。在我方保留所有权以及书面同意的前提下，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。如果供货方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，我方可以撤销供货方根据本条款规定享有的权利。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.

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。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，从我方获得的所有的信息（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 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.

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 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. This also applies analogously to our print orders.

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。本采购通则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 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 Goods (goods, software and technology) under all the applicable national and international export control and customs regulations, as well as under the export control and customs regulations of the country of origin of the Goods.

The supplier shall send the following information on Goods subject to (re-) export license requirements or restrictions to ExportControl.CTX2@bosch.com in good time prior to the first delivery:

供应商应在其商业文件中，或通过我们指定的其他通讯方式（如平台），告知我们根据所有适用的国内和国际贸易管制和海关法规，以及货物原产国的出口管制和海关法规，对货物（货物、软件和技术）的（再）出口的任何适用要求或限制。

供应商应在首次交货前及时将受（再）出口许可要求或限制的货物的下列信息发送给 ExportControl.CTX2@bosch.com。

- Bosh 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
- Country of origin of the Goods 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 organization to resolve any inquiries
供应商组织机构中负责解决我方询问的联系人

The supplier shall provide us with the ECCN (including EAR99) for all Goods subject to US (re-) export control regulations.

The supplier shall notify us immediately about any changes of the export list numbers (including the ECCN) resulting from technical changes or changes in statutory law or due to any official statement of a regulatory body.

供应商应向我们提供所有受美国（再）出口管制条例约束的货物的ECCN（包括EAR99）。

供应商应立即通知我们由于技术变化或法律变化或由于监管机构的任何官方声明而导致的出口清单号码（包括ECCN）的任何变化。

- 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 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，特别是支持我们采取必要的措施，以实现作为授权经济经营者（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或类似计划范围内的声明。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，并应在发票上注明这一点。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，供应商应在我们提出要求后的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。它应立即以书面形式通知我们随后的变化。

- 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，如下情况应当被注意：

- 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.
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 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”

- 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们降低或最小化我方就关税或海关申报的支付。

- 15.6 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（如地图数据）的跨关转移只能通过电子方式进行（如电子邮件或每次下载）。本采购通则不应适用于“嵌入式软件”（物理上集成在硬件中的软件）。

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.

在与我们的贸易往来中，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.

在与我们的贸易往来中，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 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 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. 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.

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>）和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这些原则行事。这些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](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 respond to inquiries to compliance, social responsibility and sustainability in the supply chain 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 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.

供应商应在合理的时间内，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，并告知我们所采取的调查措施，如果有必要，应通知我们受影响的供应商。如果怀疑被证明是合理的，供应商必须在合理的时间内将其组织内部采取的措施告知我们，以防止未来的违规行为。如果供应商未能在合理期限内履行这些义务，我们保留取消与该供应商的合同或立即终止合同的权利。

- 16.6 In the event of severe violations of the law by the supplier and in the event of violations of clauses 16.1 to 16.4, 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 16.4 条，我们保留从现有合同中撤销或终止合同的权利，而不另行通知。

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. Miscellaneous 其他

- 18.1 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。

- 18.2 The contractual relationships shall exclusively be governed by PRC laws 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）。

- 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 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。