

# PURCHASING CONDITIONS

## 采购协议



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# 1 General 概述

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1.1 Orders and purchases shall be issued solely in accordance with our Terms and Conditions of Purchase, to the extent that our orders do not explicitly state any other terms or conditions in writing. In the context of a current or recurring business relationship amongst business representatives, the present terms and conditions of purchase will become part of the Contract, even if Afag does not explicitly refer to their inclusion. At no time will other sales and delivery terms of the Supplier become part of the Contract. This pertains even when these are not explicitly objected to or when the delivery is unconditionally accepted. These Terms and Conditions are valid for: Afag Automation AG, CH-Huttwil, Afag GmbH, D-Amberg. Afag Engineering GmbH, D-Hardt and Afag Automation Technology (Shanghai) Co. Ltd.

除非我方订单中另有明确书面规定，否则订单和采购应完全按照我方该采购条款和条件进行。在各合作方和业务代表之间现有的或经常性的业务关系中，即使我方未明确提及这些采购条款和条件，该采购条款和条件也应成为合同的一部分。供应商的任何销售和交付条款在任何时候都不得成为该合同的一部分。即使在没有提出明确反驳或在无保留条件地接受了交货的情况下，这也是适用的。这些条款适用于：Afag Automation AG（瑞士-Zell），Afag GmbH（德国-Amberg），Afag 工程有限公司（德国-Hardt）和欧福格自动化科技（上海）有限公司。

## 2 Performance specification 履行规范

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2.1 The Supplier shall manufacture the product ordered and/or perform the service ordered in conformity with the relevant technical documentation and/or other sundry documents.

供应商应根据相关的技术文件和/或其他文件制造我方订购的产品和/或提供我方需要的服务。

2.2 Contractually agreed performance must be carried out in accordance with the applicable recognized codes of practice and must conform to the specific DIN, VDE, VDI or comparable standards. The principles, standards and legal provisions in the Purchaser's country and those at the specified place of delivery or the place of final destination will prevail.

合同约定的履约内容必须按照公认适用的技术准则进行，必须符合相关 DIN、VDE、VDI 或类似标准。相关原则、标准和法律规定应以买方所在国家、指定交货地点或最终目的地的相关规定为准。

2.3 The statutory provisions for machines, technical equipment, accident prevention, workplace safety, environmental safety, etc. must be complied with.

在机器、技术设备、事故预防、工作场所安全、环境安全等方面，供应商必须符合相关法律规定。

2.4 The Supplier is obliged to maintain a recognized quality management system for those performances carried out in accordance with this Contract.

供应商应为本合同项下的履约内容提供符合公认标准要求的质量管理体系。

2.5 The Supplier bears full responsibility for the production of tools, devices, and other equipment to the extent that these are required for the manufacturing of the product, even when the Supplier assigns third parties to produce these.

供应商应对制造产品所需的工具、装置和其他操作设备承担全部责任，即使供应商指定第三方生产这些工具、装置和其他操作设备。

2.6 Should the order contain developments, constructions, designs or similar work, the Supplier will be obliged to surrender all resulting issues, in particular construction and assembly drawings as well as documentation, user manuals, etc. in both electronic and paper forms, at the latest upon delivery or at a time mutually agreed upon in writing. We will receive sole possession of and exploitation rights to the developments, constructions, designs and similar work.

如果订单包含开发、制造、设计或类似工作，供应商有义务最迟在交付日或双方书面约定的日期提交所有工作结果，特别是制造和装配图纸以及相关纸质文件、用户手册等。我方将取得该开发、制造、设计和类似工作的独家所有权和使用权。

2.7 Software will be delivered on the data storage media customarily used in the trade in a machine-readable object code form together with the application documentation. The development of software includes, to the extent agreed upon, in addition to the scope of services, the delivery of the software on data storage media customarily used in the trade in a machine-readable source code form and the documentation of the program development in electronic form and paper form as well as manufacturer's documentation. This applies also to subsequent alternations and/or updates. The source code will be delivered in writing in the programming language with detailed explanatory comments. The comments will be written in the language of country specified by the Purchaser. Technical terminology as specified by us or by the customer must be used. Source and object codes and documentation will be provided at the time of delivery and will be commensurate with the state-of-the-art current at the time of delivery. To the extent that software is subsequently customised or updated, the source and object codes and documentation together with referencing of the amendments must be provided unrequested. The Purchaser may at any time request the relevant current source and object codes. We retain sole ownership of and exploitation rights to software developed specifically for us.

软件将以机器可读的目标程序形式在行业内惯常使用的数据存储介质上，连同应用文件一起交付。在约定的范围内，除了服务范围之外，软件开发还应包括以机器可读的源程序形式、在贸易中惯常使用

的数据存储介质上交付软件，以及以电子和纸质形式提供的、与程序开发有关的文件以及制造商相关文件；这也适用于后续的软件修改或软件更新。源代码程序将以编程语言的书面形式交付，并附有详细注释说明。注释将使用我方指定的国家语言书写。必须使用由我方或我方客户指定的技术术语。源代码和目标代码及文件将在交付时提供，并与交付时的最新技术水平要求相称。如后续需对软件进行调整或更新，供应商必须在未被要求的情况下主动提供源代码和目标程序以及相关文件，同时提供修改的参考资料。我方可随时要求获得当前相关的源代码和目标代码。我方保留拥有专门为我方开发的软件的唯一所有权和使用权。

## **3 Purchase orders 采购订单**

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**3.1 Purchase Orders and other statements are only binding when they are issued or confirmed by us in writing or electronically.**

采购订单和其他声明只有在我方以书面或电子形式发出或确认后才有约束力。

**3.2 In the event that our Purchase Orders are not confirmed within eight (8) days of submission giving a firm delivery date, we reserve the right to cancel the Purchase Order without any obligations.**

如果供应商在收到我方附有明确交付日期的采购订单后 8 天内未确认订单，我方保留取消该订单的权利，且我方对此不承担任何责任。

**3.3 Tenders and quotations shall be binding and free of charge.**

供应商应免费提供投标书和报价单，且上述文件内容应具有约束力。

**3.4 The Supplier shall not exceed the scope and authority to produce products or sell products based on our intellectual property without permission, otherwise it will constitute a serious breach of Contract and will be liable for corresponding damages or criminal liability.**

供应商不得擅自超越我方委托服务的范围及权限生产产品或未经允许私自对外出售基于我方所有的知识产权的产品，否则构成严重违约，需承担相应的损害赔偿赔偿责任，也可能需承担刑事责任。

**3.5 Unless otherwise agreed in writing, the Supplier will be liable for the costs and risks of delivery. The assumption of risk is transferred upon acceptance of goods at the place of delivery. Delivery has to be arranged to the stipulated place of delivery.**

除非另有书面约定，供应商将负责交付的费用和风险。风险承担在交货地点接受货物时即转移。必须在规定的交付地点进行交付。

**3.6 Every delivery must include a delivery note and a list of contents for each package and must be identified by our order number and order item. The delivery note and the package contents list must show quantities and must clearly specify the parts being delivered. The description used to specify the parts on the list must also be identifiable on the parts delivered. If a package contains only identical parts, the description given on the package**

contents list will suffice. If the delivered parts have been made to order using a drawing, a signed measurement protocol must be included with the delivery.

每次交货时，应随附一份交货清单，并在每个包裹内附上一份装箱内容清单。交付清单和装箱内容清单必须标明我方订单号和订单产品编号，必须包含产品数量，并且必须清楚地说明所交付的部件。为了便于货物清点，必须在产品本身上注明规格描述，该规格描述要与装箱内容清单上的相关内容一一对应。如果同一个包裹内只装有同一类产品，则仅在装箱内容清单上注明规格即可。如果交付的产品是根据图纸制造的，还必须随货附上有签字确认的尺寸报告。

**3.7 If the delivery notes or the package contents list is missing, we reserve the right to reject the delivery if it is our belief that acceptance of it would not be appropriate. If deliveries rejected by us or faulty goods are returned, the Supplier will bear the costs and risks of return transport. The value of return delivery will be charged to the Supplier. We may not thereby be considered in default of acceptance.**

对于未提供交货清单或装箱内容清单的情况，如果我方认为该送货方式不符合我方要求，我方保留拒绝收货的权利。如果我方拒收的货物或有缺陷的货物被退回，供应商应承担退货运输的费用和风险。上述情况不代表我方默认通过验收。

**3.8 Deliveries going directly to our customers must include a neutral delivery note stating the Afag company order number and must clearly state that the delivery is made on behalf of Afag. The delivery carrier must provide us with a signed dispatch notice for our accounting control purposes. In this event, the measurement report must be sent directly to Afag.**

如果直接发货给我方客户，供应商必须提供中立交货清单，清单上标明我方订单号，并明确说明该交货是代表我方进行的。承运人必须向我方提供已签署的发货通知单，用于我方会计记账凭证。在这种情况下，产品的尺寸报告必须直接发送给我方。

**3.9 Notwithstanding number 3 (5), for service Contracts the transfer of risk occurs only after acceptance.**

与第 3 条第 5 款规定不同的是，服务类合同的风险转移只有在验收后方进行移转。

**3.10 If materials needed by the Supplier to carry out installation and assembly services are delivered to or provided by us, then the Supplier's services must include unloading the transported goods and transporting these from the storage location to the place of assembly.**

如果供应商所需的安装和组装材料被交付或由我方提供，则供应商的服务范围还必须包括材料从运输工具上的卸载以及从材料储存地到组装地的运输。

## 4 Force majeure 不可抗力

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4.1 Industrial disputes, government interventions, operational breakdowns, disruptions to the supply of materials or power or any other unforeseeable, exceptional and unavoidable circumstances for which we are not at fault release us from receipt and acceptance of the delivery of goods or services for their duration. This applies even when these circumstances do not arise for us but for third parties (e.g. our customers). We will without delay inform the Supplier for these circumstances and their estimated duration. To the extent that in such circumstances our compliance with the agreement becomes impossible or economically unreasonable, we shall have the right to terminate the Contract by written notice to the Supplier with immediate effect and without any obligation to pay damages to the Supplier. There shall be no further claims. The claims of Afag remain unaffected.

不可抗力是指因劳资纠纷、政府干预、运营中断、材料采购或能源供应困难或其他不可预见的、特殊的和不可避免的、非我方过错的情形，使我方在其交付时间内无法接受产品交付或服务的情况。该情形同样适用于不是发生在我方而是发生在第三方（如我方客户）的情况。供应商应立即将此类情况的发生和预计持续时间通知我方。如果由于这些情况，供应商无法履行合同或该合同的履行对我方来说不再具有经济合理性，我方有权书面通知供应商立即终止合同，且无需赔偿供应商损失，供应商也不得因此提出后续索赔。但我方的索赔不受此影响。

## 5 Prices and terms of payment 价格与付款方式

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5.1 The invoice shall be provided with all necessary details and sent to us in single hard or electrical original after dispatch of the goods as follows:

Afag Automation Technology (Shanghai) Ltd.,

Room 102 Block 56, No. 1000 Jinhai Road, Pudong District, Shanghai, P.R.China

Financial Department

T: 021-58958065

[invoice.shanghai@afag.com](mailto:invoice.shanghai@afag.com)

发票应提供所有必要的细节，并在货物发出后以正本原件或电子发票形式寄给我们，联系方式如下：

欧福格自动化科技（上海）有限公司

上海市浦东新区金海路 1000 号 56 号楼 102 室

财务部

电话号码: 021-58958065

[invoice.shanghai@afag.com](mailto:invoice.shanghai@afag.com)

The invoice must contain all order details and may under no circumstances be included with the shipment. Partial invoices may only be used if corresponding partial deliveries were

ordered or if a corresponding written agreement was made. Invoices submitted incorrectly will be only regarded as received at the time of correct resubmission.

发票必须包含所有订单细节内容，并且在任何情况下都不得随货提供。只有在我方要求分批发货或以书面形式同意的情况下才能开具部分发票。未正确提交的发票，只有在被更正提交后方视为我方已收到。

**5.2 The agreed prices are firm and fixed and include packaging and sundry additional charges.**

订单价格为确定和固定的价格，包括包装费和各种附加费用。

**5.3 Payment will be made within 14 days with 3% discount or within 60 days net unless otherwise agreed. The payment term begins upon receipt of the invoice with all other necessary documentation. However, it may not begin before receipt and acceptance of delivery of goods or services at place of delivery and not before receipt of an agreed guarantee.**

除非另有约定，否则付款方式为 14 天内付款含 3%折扣或 60 天之内全额付款。付款期应在收到发票和所有要求的文件后开始。但是，在交货地点收到和接受交付的货物或服务之前、以及收到商定的担保之前，不得开始付款。

**5.4 Payment will be made subject to invoice verification. Our payment does not constitute confirmation of fulfilment of the Supplier's Contractual obligations. Payment will be regarded as rendered upon receipt of the transfer order by our bank.**

付款应在发票核实后进行。我方的付款并不代表我方已确认供应商履行了合同义务。我方出具银行转账凭据后，即视为我方已付款。

**5.5 Afag reserves the right to withhold an appropriate portion of the remuneration when making payment if faults are identified within the payment period. Assertion of the right to withhold results in an interruption to the payment term so that a cash discount may be deducted after fault rectification. The same applies when the final documentation has not been received by us 14 days after product delivery at latest.**

如果在付款期内已经发现产品缺陷，我方保留在付款时适当扣留部分金额的权利。保留权的主张会导致付款期中断，只有在产品缺陷问题得到解决后，方予以返还扣留的金额。该条款同样适用于我方在产品交付后 14 天内未收到最终文件的情形。

**5.6 Advance payments and instalments require a separate agreement and must first be secured by the Supplier with a directly liable and unconditional unlimited bank guarantee at the time of the initial request. The guarantee has to be subject to law in the country of the Purchaser and must nominate location of the Purchaser as the sole place of jurisdiction.**

如需约定预付款和分期付款，应签订特别协议，且必须由供应商在首次申请时通过见索即付银行保函提供担保。担保必须符合买方所在国家的法律规定，且必须指定买方所在地为唯一约定管辖地。

## **6 Delivery dates and delays 交货日期与延迟交付**

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**6.1 All agreed delivery dates are binding. We will only allow early deliveries when these have been explicitly agreed to.**

所有约定的交付日期均具有约束力，只有在我方明确同意的情况下，方允许提前交货。

**6.2 The Supplier is obliged to inform us in writing of any impending non-compliance with the agreed date and of its consequences and of the expected period of the delay.**

如存在任何即将无法满足履行约定期限的情况，供应商有义务以书面形式通知我方延误的后果以及预计的延误时间。

**6.3 If a delivery or an agreed partial delivery is not made in full or in part at the agreed time due to the fault of the Supplier, we are entitled – following the fruitless expiry of an extension period set by us - to withdraw wholly or in part from the Contract or to demand compensation for non-performance. In the event of delay with regard to the delivery date, we shall be entitled to demand a Contractual penalty in the amount of 1 % of the order value per commenced calendar week, but not more than 5 % of the total order value. This shall not affect our right to assert further claims for damages.**

如因供应商的过失，未能在约定的日期全部或部分交货，在我方设定的宽限期期满后，仍未能如期交货的，我方有权要求全部或部分撤销合同或要求就违约行为进行损失赔偿。如果延迟交货，我方有权要求供应商支付违约金，金额为每延迟一个日历周支付订单总价值的 1%，但违约金最高不超过订单总价值的 5%。上述约定不排除我方提出进一步要求损害赔偿的权利。

## **7 Warranty and notice of defects 质保期与缺陷处理**

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**7.1 In the event of any defect, we are entitled to choose to withdraw from the Contract, to claim damages for non-performance, to receive another delivery of defect-free goods without delay and/or to demand remedying of all defects.**

如出现任何产品缺陷，我方有权自行决定撤销合同，并要求赔偿违约损失，同时要求供应商立即重新交付无缺陷的全新货物和/或修复有缺陷的货物。

**7.2 In the event that subsequent performance by the Supplier will most likely not remedy the pending disadvantage of the Purchaser, the Purchaser shall have the right to perform or make any third parties perform the necessary remedy and the costs thereof shall be borne by the Supplier.**



如果供应商的后续履约行为很可能无法弥补买方的未决劣势，买方有权执行或让任何第三方执行必要的补救措施，由此产生的费用由供应商承担。

**7.3 A notice of defect shall be considered to be given in time in case of externally visible defects if the Supplier is notified within 10 working days from receipt of the goods. In case of hidden defects that cannot be discovered by regular inspection the notice of defect shall be considered to be given if the Supplier is notified within 10 working days from discovery of the defect by us or from notice being given by our customers.**

对于外部可见的缺陷，如果供应商在收到货物后 10 个工作日内得到我方通知，则应视为我方已及时发出缺陷通知。对于常规检查无法发现的隐性缺陷，如果供应商在我方发现该缺陷或我方客户发出相关通知后的 10 个工作日内被通知，则应视为我方已及时发出缺陷通知。

**7.4 The Supplier shall be obliged to refund us for any costs arising in connection with a defect in quality, including those that are legitimately charged to us by our customers. Further, the Supplier must compensate us or our customer for losses arising from business interruption, loss of profit and any other damages to the extent that the loss was caused as a result of the defective object of the Contract for which the Supplier was responsible.**

供应商有义务退还因产品质量缺陷而产生的任何费用，包括我方客户向我方合法收取的费用。此外，只要上述损失是由供应商负责的合同标的物的缺陷造成的，供应商还必须就由此造成我方或我方客户业务中断、利润损失和任何其他损失进行赔偿。

**7.5 If no other agreement was made, the limitation of liability for claims arising from a defect is 36 months from the transfer of risk. The same applies to substitute deliveries.**

如果未达成其他协议，缺陷索赔的责任期限为风险转移后 36 个月。这同样适用于替换交付。

**7.6 In case of any title defects, the Supplier shall indemnify us from any potentially arising claims by third parties.**

对于任何所有权缺陷，供应商应赔偿任何第三方由此对我方提出的任何索赔。

## **8 Retention of title 所有权保留**

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**8.1 The goods shall become our property upon payment of the complete purchase price. Any extended, expanded or other retention of title is expressly excluded.**

在支付全部货款后，货物即成为我方财产。任何扩展的、扩大的或其他的所有权保留都被明确排除。

## 9 Transfer 转让

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9.1 Any assignment or pledge of the rights accruing to the Supplier under the Contract may only be made with our prior written consent.

本合同项下供应商应享有的权利的任何转让或质押只能在事先得到我方书面同意后方可进行。

## 10 Product liability 产品责任

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10.1 Provided that damage occurs under the Supplier's product liability obligation or provided that claims for compensation are successfully asserted against us by third parties on the basis of agreements concluded or within the scope of our product liability, and provided that a compensation claim successfully asserted against us in this manner is due to a defect of the delivered goods, the Supplier will also be liable beyond the Contracted or statutory requirements to make good our loss and expenses, of which proof must be furnished. The Supplier shall be obliged to indemnify us – even without any own default - against claims of any product liability law that does not assume any default of the injured party (this applies in particular to the product liability laws of EU member states).

如我方遭受到的损害在供应商产品责任义务范围内发生的，或者如果第三方根据已签订的合同或在我方产品责任范围内对我方成功索赔，并且如以该方式成功向我方提出的损害赔偿索赔是由于供应商交付产品的缺陷造成的，则供应商应承担超出合同规定或法定条款的责任，对我方遭受到的、经证实的损害进行赔偿。供应商有义务对我方进行赔偿--即使自身没有任何违约--违反任何产品责任法中声明的、不承担任何因受害方违约而造成的损失（这尤其适用于欧盟成员国的产品责任法）。

## 11 Surrender of documents, Advertising, Confidentiality 文件交付、广告、保密条款

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11.1 Drawings, models, samples, and other documents which have been provided by us to the Supplier or to their sub suppliers or to their vicarious agents, or which have been prepared by them to our specifications, shall remain our property and may only be used to process the bid and to execute the delivery items or services ordered and may not be made accessible to third parties without our prior written consent. At our request these must be returned to us without delay or stored as arranged with us, upon delivery of the delivery items or services ordered.

由我方提供给供应商或其代理商或其分包商的图纸、模型、样品及其他文件，或根据我方规范编制的图纸、模型、样品及其他文件，应属于我方财产，仅可用于处理报价和执行订单产品交付或服务，未经我方事先书面同意，第三方不得获取。在执行订单完成产品交付或服务后，供应商应在收到我方要求后立即将其退还，或按照我方要求存档。

11.2 Those drawings, descriptions, etc. relating to the order are binding for the Supplier. The Supplier must check these for any inconsistencies and notify us without delay in writing of any suspected or identified errors. If there is no immediate advice provided in writing, the Supplier may not cite these inconsistencies or errors at a later date.

订单中的图纸、说明等对供应商具有约束力，供应商必须检查其内容是否存在任何差异，对于任何发现或怀疑的错误应立即以书面形式通知我方。如果供应商未能将这些差异或错误及时书面通知我方，供应商不得在以后的时间点提及。

11.3 If there is no immediate advice, we will be entitled to claim compensation for damages in addition to all other warranties as may be expressed or implied in this Contract or at law. The approval of any technical documentation shall not release the Supplier from any obligation under this Contract, especially a state of the art and free of defect delivery.

如供应商未能履行上述条款，我方将有权在本合同或法律中可能明示或暗示的所有其他保证之外要求损害赔偿。供应商在执行订单过程中提交并经我方批准技术文件的行为，不应免除其按照最新技术水平无缺陷交付的义务。

11.4 The Supplier will remain solely responsible for all drawings, plans and calculations made by them even when these have been approved by us.

供应商将对其编制的所有图纸、方案和计算书付全权负责，即使该图纸、方案和计算书已获得我方批准。

11.5 Further, the Supplier will maintain confidentiality regarding all our operational processes, equipment, facilities etc. and those of our customers which become known to them in connection with their services for us, even after delivery of the relevant bid or completion of the relevant order and will not disclose any of this information to third parties. The Supplier will impose these same obligations on their sub suppliers and vicarious agents. Our enquiries, orders and related correspondence may not be used for advertising purposes.

此外，即使在提交相应报价或完成相关订单后，供应商仍应就其因为我方开展活动而知晓的我方公司和客户的所有操作流程、设备、设施等，对第三方保密。供应商将对其分包商和代理商承担上述相同义务。禁止将我方询价、订单和相关信函用于广告目的。

## 12 Third party property rights 第三方产权

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12.1 The Supplier is responsible for ensuring that no domestic or foreign legal rights of third parties, in particular intellectual property rights such as patents, trademarks, copyright, or utility models are infringed in connection with the delivery and use of the Contract good. This applies even when the Supplier has not been negligent.

供应商有责任确保其合同产品的交付和我方对其交付产品的使用不侵犯第三方的国内或国外法律权利，特别是专利、商标、版权或实用新型等知识产权，该条款同样适用于供应商无过错的情形。

12.2 If the Supplier possesses intellectual property rights, the object of which is the use of the delivered Contract goods, then the Supplier will grant us the right of joint use of the delivered Contract goods free of charge to the extent that this is required in order to achieve the purpose of the Contract.

如果供应商对其供应的合同产品的使用拥有相关的知识产权，则供应商将免费授予我方为实现合同目的所必需的、共同使用该知识产权的权利。

## 13 Foreign trade law, substance bans 对外贸易法、实体禁令

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13.1 In all bids and together with their certification the Supplier must, unless otherwise agreed, provide the following details: (I) The export authorization obligation of the delivery item in accordance with the EC Dual Use Regulation stating the item number, (II) the statistical commodity code and (III) the country of origin of the goods. In the event that we are not granted the required export authorization, we will be entitled to withdraw from the agreement without prejudice to further claims.

在所有投标中，除非另有约定，否则供应商必须连同相关资质证明提交如下信息：（1）基于有效的EC两用法规要求的交付物品出口许可证，标明项目清单编号，（2）货物编号以及（3）货物原产国。如果我方未获得所需的出口许可证，我方有权撤销合同，且保留进一步索赔的权利。

13.2 To the extent that the Supplier has not agreed otherwise, the Supplier must provide evidence of the origin of the delivery item in compliance with the relevant regulations inter alia by way of a Supplier's declaration or declaration of origin or EUR 1. In the Supplier's declaration the Supplier must state the origin of the delivery item in accordance with the valid rules of origin of the country of destination.

除非另有约定，否则供应商必须根据相关规定证明交付物品的原产地，包括通过供应商声明或原产地声明或EUR 1文件。在供应商声明中，供应商应根据目的地国的有效原产地规则说明交付物品的原产地。

13.3 Existing substance prohibitions resulting from regulations in the Purchaser's country, or in the country of destination notified to the Supplier shall be complied with by the Supplier.

供应商应遵守符合买方所在国家或目的地国相关规定的现行实体禁令法规。

## 14. REACH 化学品注册、评估、许可和限制

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14.1 In order to protect human health and the environment from the risks posed by chemicals, the European Union has enacted the REACH Regulation No. 1907/2006. In this context, the European Chemicals Agency (ECHA) obliges companies to provide information on the transfer of chemicals in the supply chain and to comply with bans and restrictions imposed by them. In case the orders and purchases contain substances, mixtures (preparations), articles (objects) and complex objects, the Supplier must therefore confirm the following information:

为了保护人类健康和环境免受化学品带来危害的风险，欧盟颁布了第1907/2006号REACH法规。在这种情况下，欧洲化学品管理局（ECHA）责成各公司提供有关供应链中化学品转移的信息，并遵守其规定的禁令和限制。因此，如果订单和采购的产品中包含有关的物质、混合物（制剂）、物品（物体）和复杂物体，供应商必须确认以下信息：

14.1.1 The orders and purchases do not contain any substances which are subject to authorization according to Annex XIV of REACH Regulation No. 1907/2006 (incl. consolidated versions). Should the Supplier not be able to confirm this, Afag must be informed immediately.

该订单和采购不包含任何根据REACH法规第1907/2006号附件XIV（包括合并版本）需要授权的物质。如果供应商不能确认这一点，必须立即通知我方。

14.1.2 If the orders and purchases contain substances according to Annex XVII of REACH Regulation No. 1907/2006 (incl. consolidated versions), their use complies with the specifications of the restrictions according to the list. Should the Supplier not be able to confirm this, Afag must be informed immediately.

该订单和采购中含有REACH法规第1907/2006号（包括合并版本）附件十七所规定的物质，且其使用符合根据清单限制的规格。如果供应商不能确认这一点，必须立即通知我方。

14.1.3 The orders and purchases do not contain any substances from the list of substances of very high concern (SVHC) eligible for authorization according to REACH Regulation No. 1907/2006. Should the Supplier not be able to confirm this, he must fulfil his duty to inform

according to Art. 33 and inform Afag about the substance in articles (per individual component) and its concentration therein.

该订单和采购不包含根据REACH法规第1907/2006号有资格获得授权的高度关注物质（SVHC）清单中的任何物质。如果供应商不能确认这一点，必须根据第33条的规定履行告知义务，供应商须告知我方该物品中的物质（每个部件）及其浓度/组分。

## **15 RoHS 电气、电子设备中限制使用某些有害物质指令**

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15.1 The RoHS Directive No. 2011/65/EU of the European Union indicates which restrictions and exemptions apply to the use of certain hazardous substances in electrical and electronic equipment. It also lists maximum permissible concentration values in homogeneous materials. The aim of the directive is to ban problematic components that have been classified as environmentally hazardous from electronic waste. Since it is a directive and not a regulation, the implementation must be carried out within the framework of the respective national law. In doing so, companies will be required to provide information on the concentrations of the listed substances in the directive as well as on compliance with the maximum concentration values in the supply chain and to comply with the imposed restrictions and exemptions. To the extent that the orders and purchases include electrical equipment, electronic equipment or components for the same equipment, the Supplier shall confirm the following information:

欧盟的RoHS指令No. 2011/65/EU是针对适用于电气和电子设备中使用某些有害物质的限制和豁免。它还列出了均质材料中的最大允许浓度值。该指令的目的是禁止在电子废物中使用被归类为对环境有害的有问题的部件。由于它是一项指令，而不是一项法规，因此必须在各自的国家法律框架内进行实施。在此过程中，我方将被要求提供有关指令中所列物质浓度以及供应链中最大浓度值合规性的信息，并遵守规定的限制和豁免。如在订单和采购中包括电气设备、电子设备或同一设备的组件，供应商应确认以下信息：

15.1.1 The purchase orders and purchases do not include substances in the aforementioned equipment or components that are restricted under Article 4, paragraph 1 of RoHS Directive No. 2011/65/78 (including consolidated versions). Should the Supplier not be able to confirm this, Afag must be informed immediately.

该采购订单和采购内容不包括上述设备或部件中属于RoHS指令第2011/65/78号（包括合并版本）第4条第1款限制的物质。如果供应商不能确认这一点，必须立即通知我方。

15.1.2 The orders and purchases do not contain any substances in the aforementioned devices or components which exceed the maximum concentration values in homogeneous materials according to Annex II of the RoHS Directive No. 2011/65/78 (incl. consolidated



versions). Should the Supplier not be able to confirm this, Afag must be informed immediately.

该订单和采购的上述设备或部件中不包含任何超过RoHS指令第2011/65/78号（包括合并版本）附件二规定的均质材料最大浓度值的物质。如果供应商不能确认这一点，必须立即通知我方。

**15.1.3 The orders and purchases contain substances in the aforementioned equipment or components which exceed the maximum concentration values according to Annex III of the RoHS Directive No. 2011/65/78 (incl. consolidated versions). Accordingly, the Supplier must disclose the concentrations and refer to the temporary exemption of the directive. Should the Supplier not be able to comply with this, Afag must be informed immediately.**

该订单和采购的上述设备或部件中含有超过RoHS指令第2011/65/78号（包括合并版本）附件III规定的最大浓度值的物质。则供应商必须披露这些浓度并提及该指令的临时豁免。如果供应商不能遵守这一规定，必须立即通知我方。

**15.1.4 The orders and purchases contain substances in the aforementioned equipment or components which are exempted from the restriction in Article 4, Paragraph 1 according to Annex IV of the RoHS Directive No. 2011/65/78 (incl. consolidated versions). Accordingly, the Supplier must refer to the clause of the same annex. Should the Supplier not be able to comply with this, Afag must be informed immediately.**

该订单和采购的上述设备或部件中含有豁免于 RoHS 指令第 2011/65/78 号（包括合并版本）附件四第 4 条第 1 款的限制的物质。则供应商必须参考同一附件的条款。如果供应商不能遵守这一规定，必须立即通知我方。

## **16 Code of conduct, Accident prevention and Facility regulations 行为准则、事故预防和工厂规定**

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**16.1 The Supplier is obligated to comply with the laws and regulations of all countries in which the Supplier is active. The Supplier is particularly obligated to refrain from participating in any corrupt activity or any infringement of human rights, whether actively or passively, directly, or indirectly. The Supplier takes responsibility for the health and safety of their employees and for environmental protection measures. The Supplier will also require this of their own Suppliers and will foster this with them to the best of their ability**

供应商有义务遵守其经营活动所在的所有国家的法律法规。特别是，承诺不主动或被动、直接或间接参与贿赂或侵犯人权行为。供应商应对其员工的健康安全以及环境保护负责。供应商还应就此对其自身供应商提出要求，并尽其最大能力帮助他们符合相关要求。

16.2 During installation and assembly work on our customer's site or at the Afag premises, the Supplier is responsible for compliance with all accident prevention regulations and with all our customer's facility regulations and with any other regulations made known to the Supplier.

在我方客户现场或我方公司场所进行安装和装配工作期间，供应商有责任遵守所有事故预防规定，以及经我方客户告知的、所有相关的工厂规定和其他规定。

## **17 Cancellation, Deferred delivery 订单终止、推迟交货**

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17.1 We have the right at our sole discretion to terminate the Order at any time. In this event payment to the Supplier shall only be made for that portion of the work satisfactorily performed to the date of termination by written substantiated documentation verified by Purchaser. No further payments will be approved. This termination shall also be applied in case of partial delivery and/or partial order.

我方有权利自行决定在任何时候终止订单。在这种情况下，供应商仅可获得截至终止日期、经我方核实且书面确认圆满完成的那部分服务的付款。除此之外，我方将不会批准任何其他付款。此终止也适用于部分交付/订单的情况。

17.2 In addition to exercising any other rights and remedies available to the Purchaser we have the right to terminate the Contract or withdraw from the Contract in complete or in part if the credit rating or the ability to deliver of the Supplier worsens in such a degree that fulfilment of the Contract appears compromised, the Supplier stops payments or an application is made to open insolvency proceedings against the Supplier's assets.

如果供应商的信誉等级或交付能力恶化至合同履行面临风险的程度、供应商停止付款或申请对其资产启动破产程序，除了可行使任何其他权利和补救措施之外，我方仍有权终止合同或全部或部分撤销合同。



## 18 Place of performance, Place of jurisdiction, Applicable law 履行地、管辖地、适用法律

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18.1 The place of performance for the delivery is the destination named in the order. Should such a place not be named, the place of performance shall be the Purchaser's registered office. This also applies to payments.

交货地点为订单中指定的目的地。如未指定地点，则履行地点应为我方办公注册地点。该条款同样适用于付款。

18.2 The place of jurisdiction is the court with jurisdiction for the Purchaser.

本协议约定的管辖地应为我方办公注册地。

18.3 The contractual relationship is based upon the law of the country of the Purchaser. The United Nations Convention on Contracts for the International Sale of Goods is excluded from application.

合同关系受买方所在国法律管辖。《联合国国际货物销售合同公约》不适用。

## 19 Other 其他

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19.1 All rights and obligations of the parties are conclusively regulated in this agreement. No verbal ancillary agreements will apply. Amendments or supplements to these terms including any appendices must be in writing to take effect. This also applies to the rescinding of the requirement of the written form.

双方所有权利和义务均在本协议中做出了最终规定。任何口头附属协议均不适用。对本协议条款（包括任何附录）的修订或补充必须以书面形式进行方可生效。这同样适用于撤销对书面形式的要求。

19.2 If individual provisions in this agreement are ineffective or incomplete, then the validity of the remaining provisions will remain unaffected thereby. In lieu of the ineffective clause, the regulation which most closely satisfies the intent of the parties will apply. The statutory provisions will otherwise apply.

如本协议的单个条款无效或不完整，不影响其余条款的有效性。无效条款应被替换为最能反映双方合作意图的条款。否则，将适用法定条文。

19.3 This agreement is executed in two language versions, English and Chinese. However, in case of any discrepancies in interpretation between the two versions, the Chinese one shall take precedence.

本协议以英文和中文两种语言执行。如两种文本存在差异，则以中文文本为准。

19.4 This agreement enters into force by signing of all parties.

本协议经各方签署后生效。

(Intentionally Left Blank Below /以下无正文)

**DATE AND SIGNATURE OF THE PARTIES**

各方签署及协议签订日期

**Supplier** 供应商或销售方:

**Purchaser** 采购方(我方):

**Afag Automation Technology (Shanghai)  
Co., Ltd.**

欧福格自动化科技（上海）有限公司

**Date** 日期: . . . . .

. . . . .

**Name** 姓名: . . . . .

. . . . .

**Signature** 签字:

**Signature** 签字: