

GENERAL TERMS AND CONDITIONS OF PURCHASE

通用采购条款和条件

1. GENERAL

1. 总则

1.1 These General Terms and Conditions of Purchase (hereinafter “PURCHASE TERMS”) apply to all purchases of ENDRESS+HAUSER (hereinafter “SCOPE OF SUPPLY”), unless ENDRESS+HAUSER has expressly agreed otherwise in writing. ENDRESS+HAUSER refers to ENDRESS+HAUSER (CHINA) AUTOMATION CO., LTD.

1.1 本通用采购条款和条件（以下简称“采购条款”）适用于采购方的所有采购活动（以下简称“供货货物/服务”），除非采购方另有明确的书面协议。采购方指恩德斯豪斯（中国）自动化有限公司。

1.2 In case of contradiction between contract documents, i.e. the PURCHASE ORDER of ENDRESS+HAUSER plus all documents referred to therein (the said documents hereinafter called “CONTRACT”), the following order of precedence shall apply:

1.2 如果合同文件之间相互矛盾，即采购方的采购订单以及其中提及的所有文件（以下所述文件统称为“合同”）之间相互矛盾，适用以下优先顺序：

1. Negotiated, agreed and mutually signed document

1. 谈判、协商一致并双方签字的文件

2. ENDRESS+HAUSER’ S Purchase Order (herein after “PURCHASE ORDER”)

2. 采购方的采购订单（以下简称“采购订单”）

3. ENDRESS+HAUSER’ S PURCHASE TERMS

3. 采购方的采购条款

4. ENDRESS+HAUSER’ S request for offer

4. 采购方的询价

5. SUPPLIER’ S offer

5. 供应商的报价

6. SUPPLIER’ S Sales Terms and Conditions

6. 供应商的销售条款和条件

1.3 All documents making part of the CONTRACT can be changed only in a written, duly signed document.

1.3 构成合同部分的所有文件的更改，只能通过书面形式并经适当签字的文件进行。

1.4 ENDRESS+HAUSER may regard as binding upon the SUPPLIER, all written data and information submitted by SUPPLIER in connection with the tendering or placing of a PURCHASE ORDER process, unless such data and information is clearly marked as being non-binding.

1.4 采购方可认定由供应商提交的、与招标或采购订单下达过程相关的所有书面数据和信息对供应商均具有约束力，除非该类数据和信息被明确地标记为无约束力。

1.5 Unless otherwise agreed, delivery shall be made DDP. Trade terms like DDP, FOB, CIF, EX WORKS etc. shall be interpreted in accordance with the INCOTERMS 2010 or, after replacement thereof, the then effective INCOTERMS.

1.5 除非另有协议，交付须采取DDP方式。诸如DDP、FOB、CIF、EX WORKS等的贸易术语依据《2010年国际贸易术语解释通则》解释，或届时有效的新版本解释。

2. OFFERS IN REPLY TO INVITATIONS

2. 报价

2.1 All offers shall be without cost for ENDRESS+HAUSER, even if they have been submitted on ENDRESS+HAUSER’ S request.

2.1 供应商提交报价不得额外收费，即使是因采购方询价而提交的报价。

2.2 Unless otherwise agreed upon, offers shall be open for acceptance for 60 days following receipt by ENDRESS+HAUSER.

2.2 除非另有约定，报价自采购方收到之日起60天内有效。

3. PURCHASE ORDERS, DATA DELIVERED BY ENDRESS+HAUSER

3 采购订单，采购方提供的数据

3.1 PURCHASE ORDERS shall be valid only if they are placed in writing on ENDRESS+HAUSER' S official form and transmitted to the SUPPLIER by either facsimile, mail or e-mail. Any oral agreement, amendment or change of any PURCHASE ORDER shall be valid only if confirmed by ENDRESS+HAUSER in writing. Sketches, drawings, comments, specifications, etc. shall form an integral part of the CONTRACT provided that they are expressly mentioned in a PURCHASE ORDER.

3.1 采购订单只有在采购方以正式书面形式下达并通过传真、邮寄或者电子邮件方式传送至供应商的情况下有效。任何口头协议，任何订单的修订或更改，只有在得到采购方的书面确认的情况下有效。草图、图纸、意见、规格等如果在采购订单中明确提及，将构成合同的必要部分。

3.2 The CONTRACT shall be deemed to have been entered into upon receipt of the PURCHASE ORDER, unless SUPPLIER takes exception to the PURCHASE ORDER in writing within five (5) working days after receipt of the PURCHASE ORDER. Upon SUPPLIER' S start of the execution of the PURCHASE ORDER, the PURCHASE ORDER shall in any case be deemed to have been accepted by the SUPPLIER.

3.2 一旦收到采购订单即视为已经签订合同，除非供应商在收到该采购订单之后五（5）个工作日之内以书面形式表示对该采购订单存有异议。一旦供应商开始履行该采购订单，任何情况下将视作供应商已经接受该采购订单。

3.3 SUPPLIER shall be obliged to refer to ENDRESS+HAUSER should SUPPLIER perceive an error or open point regarding essential parts of the CONTRACT, particularly in respect of quantity, price, or term. SUPPLIER is responsible for becoming acquainted with all essential data and circumstances as well as the respective intended purpose.

3.3 如果供应商发现与合同基本部分相关的错误或空白，特别是数量、价格或交货期限方面，供应商有义务告知采购方。供应商必须熟悉所有的基本数据以及采购方的预期使用目的。

4. SUBCONTRACTING

4. 分包

SUPPLIER shall not subcontract any part of the work on any goods or services to be supplied under the CONTRACT without prior written approval of ENDRESS+HAUSER and shall submit to ENDRESS+HAUSER a list containing all sub-contractors. SUPPLIER must provide to sub-contractors all necessary information such that all purchasing requirements will be fulfilled, including key characteristics applicable to the subcontractors' scope of work. This provision shall not apply to purchases of standard commercial products or raw materials.

未获得采购方事先书面同意，供应商不得将合同项下需要供应的任何货物或服务部分分包，并且必须向采购方提交一份包含所有分包商的清单。供应商必须向所有分包商提供所有必需的信息以便所有采购要求得到满足，包括适用于分包商工作范围的关键信息。该类提供不适用于标准商品或原材料的采购。

5. PRICES AND PAYMENT

5. 价格和付款条款

5.1 Unless otherwise specified in the PURCHASE ORDER, the prices agreed shall be fixed prices and shall remain unchanged until completion of the CONTRACT and shall include packaging and freight costs, taxes and duties, however without Value Added Taxes.

5.1 除非采购订单中另有规定，合同价格必须为固定价格，保持不变直到合同履行完毕，包括包装、运输费、各种税费，但不包括增值税。

5.2 Value added taxes (VAT) or other taxes, as well as packaging and freight costs shall be stated separately in the invoice.

5.2 增值税或其他税金以及包装运输费须在发票中单独陈述。

5.3 For a period of two (2) years following the completion of the CONTRACT, ENDRESS+HAUSER may, upon its request, audit all SUPPLIER records related to the SCOPE OF SUPPLY. However, Supplier may exclude trade secrets, formulas, or processes from audit unless ENDRESS+HAUSER arranges for review by a third party under obligation of confidentiality. For purposes of the audit, SUPPLIER shall make its books and records available to ENDRESS+HAUSER during normal business hours and shall permit ENDRESS+HAUSER to have reasonable access to the SUPPLIER'S facilities to the extent necessary to conduct the audit. Additionally, SUPPLIER shall secure the compliance of its subcontractors to the extent necessary for ENDRESS+HAUSER to conduct an audit pursuant to this provision.

5.3 在合同履行后两（2）年内，采购方根据要求可审计供应商保有的与供货货物/服务相关的所有记录。供应商可以排除对商业秘密、配方或加工过程的审计，除非采购方安排第三方在遵守保密义务的情况下进行审核。为审计之目的，在正常的营业时间内，供应商应允许采购方使用其书籍和纪录，并准许采购方合理地进入供应商的设施，以审计所需的程度为限。除此之外，供应商应保证其分包商服从采购方依照本条规定进行审计。

5.4 Unless otherwise agreed upon, the purchase price shall be paid within sixty 60 days net after acceptance of the SCOPE OF SUPPLY and issuing of invoice, whichever date is later.

5.4 除非采购订单另有约定，采购价款将在采购方接受供货货物/服务或收到增值税发票之后六十（60）天之内完成支付，以后到期者为准。

5.5 If ENDRESS+HAUSER makes advance payments, SUPPLIER shall, at ENDRESS+HAUSER' S written request, provide an irrevocable and unconditional first demand bank guarantee in the amount of the advance payments, issued by a first-class bank acceptable to ENDRESS+HAUSER.

5.5 如果采购方支付预付款，根据采购方的书面要求，供应商必须提交一份采购方可接受的，信誉优质的银行出具的数额上与预付款相等的不可撤销、无条件限制的银行独立保函。

5.6 On delay of requested certificates of material, quality documents, or other documents pertaining to the SCOPE OF SUPPLY, ENDRESS+HAUSER shall be entitled to extend any agreed payment period appropriately.

5.6 对于所需材料证明、质量文件或者与供货货物/服务相关的其他文件的延迟交付，采购方有权适当地推迟约定的付款期。

5.7 ENDRESS+HAUSER reserves the right to set off counterclaims of ENDRESS+HAUSER or affiliated companies against payments owed to SUPPLIER. SUPPLIER shall only be entitled to assign claims against ENDRESS+HAUSER to third parties with ENDRESS+HAUSER' S prior written approval, which ENDRESS+HAUSER shall not refuse unreasonably.

5.7 采购方有权用采购方或其关联公司享有对供应商的索赔，去抵消欠供应商的款项。在取得采购方事先书面批准的情况下，供应商方有权将其对采购方的索赔转让给第三方，对此采购方不得无理拒绝。

6. FREE ISSUE MATERIALS / TOOLING

6. 免费供应材料/工具

6.1 The title to materials and/or tools (such as fixtures, patterns, gauges, molds, test equipment) supplied by ENDRESS+HAUSER ("FREE ISSUE MATERIALS") for execution of an order shall remain with ENDRESS+HAUSER even following machining or processing. Such materials and/or tools shall be marked as ENDRESS+HAUSER' S property and shall be stored separately until machined or processed. Upon request, by ENDRESS+HAUSER, machining waste from FREE ISSUE MATERIALS shall be returned to ENDRESS+HAUSER. The SUPPLIER shall be required to notify ENDRESS+HAUSER immediately of any faulty or insufficient quantity of material. FREE ISSUE MATERIALS made available by ENDRESS+HAUSER must be used exclusively for the execution of the PURCHASE ORDER placed by ENDRESS+HAUSER. They must neither be copied nor used for other purposes unless SUPPLIER has obtained ENDRESS+HAUSER' S prior written approval.

6.1 采购方为执行订单而提供的材料和/或工具的所有权，即使在加工或者处理之后，依然归采购方所有。该材料和/或工具必须标明为采购方的财产，在加工或处理过程中必须单独存储。如果采购方要求，免费供应材料的加工废料必须返还给采购方。对于任何故障或者材料的数量不足，供应商必须立即通知采购方。采购方提供的免费供应材料必须专项用于执行采购方的采购订单。除非供应商事先得到采购方的书面批准，否则不得复制或用于其他目的。

6.2 If tooling and tool design is provided by SUPPLIER on the PURCHASE ORDER, it will be priced separately and when finished must be invoiced separately, unless otherwise agreed. If the cost of tooling and tool design is to be amortized and included in the unit price of goods being supplied under present and future orders, then the invoice must state the total cost of the tooling, the number of units the tooling cost is to be amortized over, and the portion charged to past orders as well as the portion charged to the current orders. Tooling and tool drawings paid for by ENDRESS+HAUSER become ENDRESS+HAUSER' S property and are to be used exclusively to perform ENDRESS+HAUSER' SPURCHASE ORDERS unless otherwise expressly authorized in writing by ENDRESS+HAUSER. ENDRESS+HAUSER reserves the right to accelerate payment on tooling being amortized for the purpose of ownership.

6.2 除非另有约定，由供应商按照采购订单提供的工具和工具设计必须单独定价，并在结束时单独开具发票。如果需要将工具和工具设计的费用分摊进当前和未来订单下供应的货物单价中，那么发票必须声明工具的总价、工具总价要分期的期数、对过去订单收费的部分以及对当前订单收费的部分。除非采购方另有明确的书面授权，采购方付款的工具和工具图纸转为采购方的财产，专用于执行采购方的采购订单。采购方保留了为了获得所有权提前支付工具的分期款项的权利。

6.3 Tooling and tool designs belonging to ENDRESS+HAUSER, independent of whether provided by ENDRESS+HAUSER or delivered by SUPPLIER, as well as FREE ISSUE MATERIALS, shall be at ENDRESS+HAUSER' S disposal for any purpose, and the SUPPLIER agrees to deliver such tooling, tool designs and FREE ISSUE MATERIALS on request of ENDRESS+HAUSER at no expense, except however of shipping expenses. The tooling, tool designs and FREE IS-SUE MATERIALS shall be insured by SUPPLIER against damage and loss, and the SUPPLIER agrees to be responsible for normal maintenance, storage, damage or loss of tooling while on consignment in his facility, at no expense to ENDRESS+HAUSER.

6.3 属于采购方的工具和工具设计，不论是采购方提供的还是供应商交付的，以及免费供应材料，均由采购方决定用于何种目的。供应商同意在采购方要求时交付该工具、工具设计和免费供应材料，除运费以外不收取任何费用。供应商应为工具、工具设计和免费供应材料投保以防止其丢失和损坏，并且供应商同意工具在其工厂内使用时负责工具的维护、存储并承担损坏或丢失责任，采购方无需支付任何费用。

7. DATE OF DELIVERY AND CONSEQUENCES OF DELAYS

7. 交付日期和延期的后果

7.1 TIME IS OF THE ESSENCE. SUPPLIER shall deliver on agreed time. Early deliveries will not be accepted unless expressly accepted in writing. ENDRESS+HAUSER shall be entitled to deduct arising cost thereof such as cost for storage etc. from contract price. The date of delivery shall be deemed to have been met, if:

7.1 时间很重要。供应商必须在约定的时间交货。采购方不接受提前交货，除非另有书面文件明确接受。采购方有权从合同价款中扣除因此产生的额外费用，如存储费等。如果以下情况发生，将视为已经满足交货日期：

- a) for EX WORKS deliveries, readiness for dispatch of the SCOPE OF SUPPLY including all documents, has been announced to ENDRESS+HAUSER (department responsible for the CONTRACT) before expiry of the delivery date;
- a) 对于“EX WORKS”交货，在交货日期到期之前已经通知采购方（负责采购合同的部门）准备发运供货货物/服务，包括所有文件；
- b) in all other cases, the SCOPE OF SUPPLY, including all documents, has arrived at the place of destination and/or the performance of the services has been accepted before expiry of the de-livery date.
- b) 其他情况下，供货货物，包括所有文件，已经到达交货地点，和/或服务的履行情况在交货日期到期之前已被接受。

7.2 SUPPLIER shall provide ENDRESS+HAUSER with immediate notification of foreseeable delays in delivery, stating the reasons for the delay and the expected duration of the delay, regardless of whether the whole or part of the SCOPE OF SUPPLY is concerned. SUPPLIER is obliged to undertake at own costs all reasonable measures in order to prevent or remedy delays in delivery.

7.2 对于交货中可预见的迟延，供应商必须立即通知采购方，说明迟延的原因和迟延的预期期限，不论是全部还是部分的供货货物/服务。供应商必须自费采取所有合理的措施以避免或者补救交货的延期。

7.3 Except for cases of delayed delivery involving a genuine occurrence of an event of Force Majeure, ENDRESS+HAUSER shall be entitled pursue all claims provided by law, irrespective of whether the SUPPLIER has notified the delay.

7.3 除了确实发生不可抗力事件引起的延期情况之外，采购方有权对迟延进行索赔，不论供应商是否通知过延期。

7.4 Subject to section 7.3 above, if a fixed date has been agreed upon for the execution of the SCOPE OF SUPPLY, and if this date will not be observed due to reasons attributable to SUP-PLIER or its subcontractors, then:

7.4 根据以上第7.3节，如果为执行供货货物/服务约定了一个固定日期，并且如果由于供应商或其分包商的原因，不能遵守该日期，则：

- (i) ENDRESS+HAUSER reserves the right to terminate the CONTRACT and to ask for the reimbursement of all advance payments made after having given SUPPLIER a last opportunity to fulfill its obligations. ENDRESS+HAUSER is entitled to obtain a Liquidated damages of 20% purchase price for the entire SCOPE OF SUPPLY against SUPPLIER. In addition, ENDRESS+HAUSER may seek reimbursement for any related collections and attorneys' fees; or
- (i) 供应商未能及时纠正违约行为时，采购方有权立即解除合同，要求供应商返还所有已支付的预付款，并承担合同金额20%的违约金。除此之外，采购方可以要求供应商补偿其所有相关的收款费用和律师费；或
- (ii) ENDRESS+HAUSER reserves the right to ask the SUPPLIER to provide to ENDRESS+HAUSER with all work that has been completed in exchange for payment of the value of the work that is satisfactorily completed and provided to ENDRESS+HAUSER.

(ii) 采购方保留要求供应商交付所有已完成的工作成果，以换取已完成部分的合同对价的权利。

7.5 If the delivery date has not been met, and provided ENDRESS+HAUSER does not exercise its rights described in section 7.4 above, SUPPLIER shall pay a Liquidated damages for the delay which amount to one percent (1%) per day of the purchase price for the entire SCOPE OF SUPPLY. Liquidated damages paid shall be deducted from actual damages claimed by ENDRESS+HAUSER.

7.5 如果没有满足交货日期的规定，并且如果采购方不行使其在以上第7.4节中描述的权利，供应商应就延迟缴付违约金，该违约金数额为供货货物/服务采购价格的百分之一（1%）/每周。供应商已付的违约金将从采购方索赔的实际损失中扣除。

8. PACKAGING, SHIPMENT

8. 包装和装运

8.1 Unless otherwise agreed upon, the SCOPE OF SUPPLY shall be shipped DDP to the place of destination. SUPPLIER shall be liable for suitable and appropriate packaging, protecting the goods against damage and corrosion during shipment, and, where applicable, any subsequent short-term storage. Where special packaging is agreed, ENDRESS+HAUSER' S packing instructions are required to be strictly observed. SUPPLIER shall be liable for damages due to improper packaging and/or failure to conform to ENDRESS+HAUSER' S instructions.

8.1 除非另有约定，供货货物/服务以DDP方式装运到目的地。供应商负责适当的包装，使得货物在装运过程中免受损伤和锈蚀，以及适用的情况下任何的短期存储。如果约定了特殊包装处理，必须严格遵守采购方的包装说明。供应商应对由于包装不当和/或没有遵守采购方的操作说明而引起的损失负责。

8.2 ENDRESS+HAUSER reserves the right to return, for a refund, any part of the SCOPE OF SUPPLY which is damaged or corroded as a result of improper packing or SUPPLIER'S failure to observe specific packaging instructions. The cost of return shipment shall be absorbed by the SUPPLIER.

8.2 采购方保留退回由于不当包装或者供应商没有遵守具体的包装说明，而导致的损伤或腐蚀的任何供货货物/服务部分以便取得退款的权利。退货装运的费用由供应商承担。

8.3 Where special care is required during unpacking, SUPPLIER shall notify ENDRESS+HAUSER about the specifics thereof in due course. In particular, a suitable and conspicuous warning shall be attached to the packaging.

8.3 如果在打开包装中要求特别小心，供应商必须适时地通知采购方其中的具体要求。特别是，包装上必须在显眼的地方附加适当的警示。

9. COMPLIANCE WITH APPLICABLE LAWS

9. 遵守适用法律

9.1 SUPPLIER warrants that it will comply with all applicable laws, statutes, rules, regulations or orders in the performance of the SCOPE OF SUPPLY, and shall provide all documents required for the export from the place of production and import to the place of end-use, such as but not limited to certificates of origin, export licenses etc.

9.1 供应商保证其在履行合同过程中将遵守所有适用法律、法规、规定或命令，并且提供从生产地出口和到终端用户所在地进口所需的所有文件，包括但不限于原产地证明书、出口许可等。

10. DELIVERY / EXPORT CONTROL

10. 交货/出口控制

10.1 Partial deliveries and/or deliveries made prior to the agreed date of delivery shall not be permitted without ENDRESS+HAUSER' S express prior written approval.

未经采购方事先书面同意，供应商不得部分交货和/或在约定交货日期之前进行交货。

10.2 SUPPLIER undertakes to inspect the goods before shipment to ensure that they comply in terms of quality and quantity with the PURCHASE ORDER. Only material which has passed the inspection shall be delivered.

10.2 供应商承诺在装运之前检查货物以确保它们在质量和数量等方面符合采购订单的要求。仅有通过检查后的货物方可交货。

10.3 Each shipment has to include a detailed delivery note containing ENDRESS+HAUSER' S special instructions or references, confirmation that an inspection has been performed, and in particular ENDRESS+HAUSER' S purchase order number. For shipments to different delivery addresses, ENDRESS+HAUSER requires separate delivery notes.

10.3 每次装运必须包括一份详细的交货单，包括采购方的特别说明或参考，确认已经实施过检查，特别是采购方的采购订单号。对于到不同的交货地址，采购方要求不同的交货单。

10.4 Unless otherwise agreed upon, SUPPLIER shall provide its invoice to ENDRESS+HAUSER. Except E-Invoice, the paper invoice shall be mailed to ENDRESS+HAUSER' s billing address. Any costs caused by non-compliance shall be borne by the SUPPLIER.

10.4 除非另有约定，供应商必须向采购方提供合法的发票。除电子发票外，供应商应邮寄发票到采购方的账单地址。由于发票不符合规定造成的任何损失由供应商承担。

10.5 All correspondence (delivery notes, invoices etc.) must show ENDRESS+HAUSER' S purchase order number, order date, the quantities specified in the order, delivery notes also with indication of gross and net weight. The delivery note must indicate ENDRESS+HAUSER' S delivery address according to the CONTRACT.

10.5 所有通信（交货单、发票等）必须显示采购方的采购订单号、订购日期、订单中规定的数量，交货单还需显示毛重和净重。交货单必须按照合同标明采购方的交货地址。

10.6 The SUPPLIER hereby represents and warrants that it is, and will remain in compliance with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and EU' s export control regulations. Such requirements include, but are not limited to obtaining all required authorizations or licenses for the export or re-export of any controlled item, product, article, commodity, software or technology. Without limiting the generality of the foregoing, the SUPPLIER hereby represents and warrants that it has not been, and is not currently, debarred, suspended or otherwise prohibited or restricted from exporting, re-exporting, receiving, purchasing, processing or otherwise obtaining any item, product, article, commodity, software or technology regulated by any agency of the United States or any other state. The SUPPLIER agrees to indemnify and hold harmless ENDRESS+HAUSER from any costs, penalties or other losses caused by, or related to, any violation or breach of the warranties contained in this provision.

10.6 供应商郑重表示并保证其将遵守并保持遵守所有适用的出口法律法规，包括但不限于美国出口管制规定及欧盟的相关贸易禁运类法规。该类要求包括但不限于获得出口或转出口任何受控物品、产品、部件、商品、软件或技术所需的所有授权或许可。不受前述条款影响，供应商郑重表示并保证，其未曾并且当前也没有被美国或任何其他国家阻止、吊销或者禁止或者限制出口、转出口、接收、购买、加工或者获得任何物品、产品、部件、商品、软件或技术。供应商保证采购方不会因供应商对本条款中包含的保证的任何违背或者违反而遭受任何损失，包括罚款等。

11. TRANSFER OF OWNERSHIP AND RISK

11. 所有权和风险的转移

11.1 Transfer of ownership shall take place in case ENDRESS+HAUSER pays off entire purchase price before delivery. Between transfer of ownership and delivery, SUPPLIER will store the SCOPE OF SUPPLY without costs to ENDRESS+HAUSER and mark them as owned by ENDRESS+HAUSER. Furthermore, SUPPLIER undertakes to store and insure the SCOPE OF SUPPLY as if the ownership would not have been transferred.

11.1 发货前，如采购方已付清货款时，货物所有权转移给采购方。在所有权转让和交货之间，供应商需要保存供货货物并标明其归采购方所有，对此采购方不承担任何费用。除此之外，供应商承诺保存供货货物并为供货货物办理保险。

11.2 Risk shall pass to ENDRESS+HAUSER at the time of arrival of the delivery at the agreed place of delivery.

11.2 当货物抵达约定的交货地点时，风险则转移到采购方。

11.3 Should the requested shipment documents not be supplied in accordance with the CONTRACT and/or ENDRESS+HAUSER' S instructions, the goods shall be stored at the SUPPLIER'S charge and risk until arrival of the same.

11.3 如果没有按照合同和/或采购方的说明提供所要求的装运文件，货物的存储费用和 risk 将由供应商承担，直到该类装运文件抵达。

12. TERMINATION FOR CONVENIENCE, CANCELLATION FOR DEFAULT

12. 为方便而解除，因违约而解除

12.1 Termination for Convenience

12.1 为方便而解除

Work may be terminated under the CONTRACT by ENDRESS+HAUSER at the sole discretion of ENDRESS+HAUSER in whole or in part at any time by written notice. In this case, ENDRESS+HAUSER shall reimburse the SUPPLIER'S actual and non-cancelable expenses, which it necessarily incurred for the appropriate execution of the CONTRACT until termination, all as determined by generally accepted accounting principles. Such reimbursable expenses shall not include the business profit, fixed overhead, royalties, development cost for serial machines and other similar cost of

the SUPPLIER. In consideration of the payment made, SUPPLIER shall deliver or assign to ENDRESS+HAUSER any work in progress, and ENDRESS+HAUSER shall be entitled to use said work in progress at its own discretion.

采购方在任何时候，可以通过书面通知形式自行决定终止合同项下的全部或者部分工作。这种情况下，采购方必须补偿供应商直到终止时，为适当履行合同而必须产生的实际且不可撤消费用，根据普遍认可的会计原理确认所有的费用。该类应补偿的费用不得包括供应商的商业利润、固定管理费用、特许权使用费、机器设备的开发费用和其他类似费用。采购方付款后，供应商将进行中的任何工作成过交付或者让渡给采购方，采购方有权自行决定如何处置。

12.2 Cancellation for Default

12.2 因违约而解除

In the event SUPPLIER shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of SUPPLIER' S insolvency, or in the event SUPPLIER is in default of any provisions or requirements under the CONTRACT, ENDRESS+HAUSER may, by written notice to SUPPLIER, without prejudice to any other rights or remedies which ENDRESS+HAUSER may have under the CONTRACT, cancel further performance by SUPPLIER under the PURCHASE ORDER. In the event of such cancellation, ENDRESS+HAUSER may complete the performance of the PURCHASE ORDER by such means as ENDRESS+HAUSER selects, and SUPPLIER shall be responsible for any additional costs incurred by ENDRESS+HAUSER in so doing, SUPPLIER shall deliver or assign to ENDRESS+HAUSER any work in progress as ENDRESS+HAUSER may request and shall grant ENDRESS+HAUSER the right to use or have used all SUPPLIER documentation required for the completion of the SCOPE OF SUPPLY. Any amounts due to SUPPLIER for goods and services completed by SUPPLIER in full compliance with the terms of the CONTRACT prior to such termination shall be subject to set off of ENDRESS+HAUSER' S additional costs of completing the PURCHASE ORDER and other damages incurred by ENDRESS+HAUSER as a result of SUPPLIER' S default.

如果供应商被判定破产，为其债权人利益转让全部财产，或如果由于供应商丧失偿债能力而被指定接管人，或者在供应商违反本合同项下任何规定或要求的情况下，采购方可以采取书面通知形式通知供应商，解除对采购订单，以不损害采购方在本合同项下可能享有的其他权利或补救。如果发生该类解除，采购方可以通过其选择的方式另行履行采购订单，供应商应负责承担补偿采购方由此产生的任何额外费用。如果采购方提出要求，供应商必须将任何正在进行中的工作成果交付或转让给采购方，并且授权采购方使用或已经使用完成供货货物/服务所需的所有供应商文件。对于供应商在该类解除之前完全遵守合同的条款完成的货物和服务所产生的任何到期应付给供应商的款项，采购方有权抵扣由于供应商的违约所产生的额外费用。

13. INSPECTION, DRAWINGS, TEST CERTIFICATES, OPERATING INSTRUCTIONS, SPARE PARTS

13. 检查、图纸、测试证书、操作说明、备件

13.1 ENDRESS+HAUSER or its representatives shall be entitled, with reasonable notice, to carry out inspections and ongoing examinations of the production, respectively to reject faulty parts during manufacturing. Inspections or examinations shall not relieve SUPPLIER from its exclusive responsibility for the whole SCOPE OF SUPPLY. During the execution of the CONTRACT, SUPPLIER shall allow free access to the manufacturing plants as well as to those of its subcontractors during reasonable business hours.

13.1 采购方或其代表有权在合理通知的情况下对供应商的生产场所进行检查。检查不得免除供应商对整体供货货物/服务的全部责任。在合同履行期间，供应商应允许采购方在合理的营业时间内自由进入生产工厂以及其分包商的生产工厂。

13.2 ENDRESS+HAUSER' S approval of final drawings shall not relieve SUPPLIER of its responsibility for the SCOPE OF SUPPLY.

13.2 采购方对最终图纸的审批不得免除供应商对供货货物/服务的责任。

13.3 Final drawings, test certificates, maintenance and operating instructions and spare parts' lists required for the proper maintenance of the SCOPE OF SUPPLY shall be provided to ENDRESS+HAUSER in the quantities and languages requested together with the delivery at the latest.

13.3 适当维护供货货物/服务所需的最终图纸、测试证书、维护和操作说明以及备件清单，必须按照所需的数量和语言由供应商准备，与最后的交货一起提供给采购方。

13.4 If applicable, SUPPLIER undertakes to deliver to ENDRESS+HAUSER spare parts related to the SCOPE OF SUPPLY, at ENDRESS+HAUSER' S request, within ten (10) years after acceptance as described in Article 14 hereof. Prices for spare parts shall be fair and equitable.

13.4 如果适用，根据采购方的要求，供应商承诺在本合同中第14条中描述的验收之后十（10）年之内向采购方提供与供货货物/服务相关的备件。备件的价格必须公平、合理。

14. ACCEPTANCE, WARRANTY AND GUARANTEES

14. 验收、质量保修期

14.1 Unless otherwise agreed upon in writing, acceptance shall take place after delivery at the place of destination or after placing into operation, whichever occurs later. Payment for work in whole or part will not constitute acceptance.

14.1 除非另有书面约定，在目的地交货之后或者投入使用之后完成验收，以后发生者为准。对部分或全部工作的付款不构成接受货物。

14.2 SUPPLIER expressly warrants that the entire SCOPE OF SUPPLY covered by the CONTRACT will conform to the specifications, drawings, samples, performance guarantees, or any kind of description furnished by or specified by ENDRESS+HAUSER, and will be of merchant-able and good material and workmanship and free from defects. SUPPLIER expressly warrants that the material covered by the CONTRACT will be fit and sufficient for the purpose specified. If certificates, test reports or similar documents form part of the agreed SCOPE OF SUPPLY, the data contained therein shall be deemed as warranted characteristics, even if such certificates etc. originate from the SUPPLIER'S subcontractors.

14.2 供应商应明确地保证合同中包括的所有供货货物/服务将符合规格、图纸、样品、履约保证书或采购方提供或规定的任何类型的描述，可供销售，使用优质材料和工艺，产品不存在任何瑕疵。供应商明确保证合同中覆盖的材料符合并满足规定目的的要求。如果证书、测试报告或类似文件构成约定的供货货物/服务的部分，其中包含的数据将被视为所保证的内容，即使该类证书等来自供应商的分包商。

14.3 Unless otherwise agreed upon in writing, SUPPLIER expressly warrants that in executing the CONTRACT, SUPPLIER and the subcontractors have applied the principles of quality assurance according to the relevant ISO or equivalent standards. Quality records have to be safely archived for the period required by the applicable law for the respective goods, however not less than ten (10) years after acceptance as defined in Article 14.1 hereof.

14.3 除非另有书面约定，供应商明确地保证在执行合同时供应商和其分包商已经根据相关的ISO或者等效标准使用了质量保证原则。质量纪录在适用法律对于相应货物要求的质保期间内，必须妥善保管，但不得低于本文件下第14.1条中定义的验收之后十（10）年。

14.4 Should SUPPLIER fail to meet the warranties or guarantees during the warranty and guarantee period, SUPPLIER shall at ENDRESS+HAUSER'S option promptly remedy the defects at ENDRESS+HAUSER'S facility or have the defects remedied at SUPPLIER'S costs by a third party. Should SUPPLIER fail to promptly remedy any defects or in case of emergency, ENDRESS+HAUSER shall be entitled to remedy the defects itself or cause them to be remedied by a third party, in each case at the SUPPLIER'S cost. If, the replacement or repair of defective goods or services is not desired, SUPPLIER shall grant ENDRESS+HAUSER an adequate reduction of the contract price to reflect the value of the goods or services in their non-remedied state.

14.4 如果供应商在质保期间不能满足该保修或保证，供应商必须根据采购方的选择，立即在采购方的设施上补救缺陷，或者由第三方补救缺陷，费用由供应商承担。如果供应商不能及时补救任何缺陷或在紧急情况下，采购方有权自己补救缺陷或让第三方补救缺陷，该两种情况下都由供应商承担费用。如果不希望更换或者修理缺陷货物或服务，供应商同意采购方从合同价格中适当减款，以弥补货物或服务在没有补救的状态下的价值。

14.5 Following receipt, ENDRESS+HAUSER shall have a reasonable period of time to inspect the SCOPE OF SUPPLY or parts thereof. ENDRESS+HAUSER will promptly notify SUPPLIER of any defects that are discovered during inspection.

14.5 在收到之后，采购方必须有合理的时间检查供货货物/服务或其部分。采购方将及时通知供应商检查中发现的任何缺陷。

14.6 Unless otherwise agreed in the CONTRACT, the warranty and guarantee period shall extend twenty-four (24) months from acceptance by ENDRESS+HAUSER.

14.6 除非合同中另有约定，质保期为自采购方验收合格之日起二十四（24）个月。

Likewise, repaired or replaced goods shall be warranted and guaranteed for a period of the remainder of the original warranty period or twelve (12) months from acceptance by ENDRESS+HAUSER or putting into commercial operation of the repaired or replaced part(s) or materials (whichever period is longer) provided under the PURCHASE ORDER.

同样地，修理或更换后的货物的质保期为原质保期的剩余时间或者自采购方验收之日起或自根据采购订单提供的部件或材料修理或更换后投入商业使用之日起（以更长的时间为准）十二（12）个月。

SUPPLIER shall replace or repair latent defects free of charge. Latent defects shall be defined as defects in material, workmanship or design which occur within 10 years from delivery of the SCOPE OF SUPPLY and which could not have been discovered during the warranty period.

供应商必须免费更换或者修理潜在缺陷。潜在缺陷被定义为在材料、工艺和设计中自供货货物/服务交货之日起10年以内发生，但可能在保修期间内没有发现的缺陷。

14.7 Where substitute delivery is made, the items originally delivered to ENDRESS+HAUSER shall be left with ENDRESS+HAUSER for use free of charge until impeccable substitute delivery is ready for operation to SULZER CHEMTECH. The same shall apply in case of whole or partial termination of the contract due to faulty supply.

14.7 如果换货，原来交付的物品继续留给采购方免费使用，直到准备好无瑕疵代用品交货，供采购方使用。这也适用于由于提供瑕疵货物导致解除全部或部分合同的情况。

14.8 In the event of disputes on quality parameters, an expert opinion will be obtained.

14.8 如果对于质量参数存在争议，可征询专家意见。

15. WORK CARRIED OUT IN ENDRESS+HAUSER' S WORKS OR AT SITE

15. 采购方地点或现场实施的工作

If work is carried out in ENDRESS+HAUSER' S or its customer' s facility, or on construction or erection sites, these PURCHASE TERMS shall be supplemented by ENDRESS+HAUSER' S or its customer' s safety instructions and rules. SUPPLIER shall supply such instructions and/or rules in writing. Furthermore, SUPPLIER shall instruct its employees, consultants, etc. to comply with such instructions and rules.

如果工作需要采购方或其客户的设施或者在施工或建设场地实施，采购条款还将包括采购方或其客户的安全规则。供应商必须以书面形式提供该类规则。除此之外，供应商必须指示其雇员、顾问等人员遵守该类安全规则。

16. INTELLECTUAL PROPERTY AND SECRECY

16. 知识产权和保密

16.1 ENDRESS+HAUSER retains all intellectual property rights in all information provided to the SUPPLIER in connection with this CONTRACT, including but not limited to any documents, specifications, drawings, sketches, calculations, or models and intellectual property developed by the SUPPLIER based on information supplied by ENDRESS+HAUSER. SUPPLIER will use these documents for the exclusive purpose of executing the CONTRACT. Without ENDRESS+HAUSER' S prior written approval, SUPPLIER shall NOT be entitled to manufacture products based on these documents for third parties, or to copy such documents, or to make them known in what-ever way to third parties, which are not directly involved in the execution of the CONTRACT or parts thereof. Upon demand, SUPPLIER shall return all information, including all copies or reproductions thereof, previously supplied by ENDRESS+HAUSER in connection with this CONTRACT.

16.1 采购方保留在本合同方面提供给供应商的所有信息中的所有知识产权，包括但不限于任何文件、规格、图纸、草图、核算或供应商根据采购方提供的信息开发的模型和知识产权。供应商只可将这些文件专用于执行本合同。没有采购方事先的书面批准，供应商无权根据这些文件为第三方生产产品，或复制这些文件，或以任何方式向不直接参与执行合同或其部分的第三方透露文件内容。一旦被要求，供应商必须退回之前采购方提供的与本合同相关的所有信息，包括所有备份或其复制品。

16.2 SUPPLIER warrants that the SCOPE OF SUPPLY and any component part thereof shall not in-fringe any intellectual property rights of third parties. In the event of any infringement relating to the SCOPE OF SUPPLY SUPPLIER shall procure the right to use the equipment without impairing its suitability, or modify or replace it to make the use by ENDRESS+HAUSER or its customer non-infringing.

16.2 供应商保证供货货物/服务和其任何构成部分没有侵犯第三方的任何知识产权。如果发生任何与供货货物/服务相关的侵权行为，供应商必须购买使用该设备的权利，不得损害其适用性，或者修改或更换以便采购方或其客户在使用时不构成侵权。

16.3 SUPPLIER undertakes to provide ENDRESS+HAUSER all documents and information produced in connection with the SCOPE OF SUPPLY. ENDRESS+HAUSER shall have an unrestricted right to use said documents for the purposes of operation, maintenance, repair, training and enlargement of the SCOPE OF SUPPLY.

16.3 供应商承诺向采购方提供制定的与供货货物/服务相关的所有文件和信息。采购方可以无限制地将所述文件用于供货货物/服务的运行、维护、修理、培训和扩展。

16.4 ENDRESS+HAUSER and/or its customer shall not be mentioned in any publications for advertising purposes without ENDRESS+HAUSER' S prior written approval.

16.4 没有采购方事先的书面批准，供应商不得为了宣传目的，在任何出版物中提及采购方和/或其客户。

17. FORCE MAJEURE

17. 不可抗力

17.1 SUPPLIER shall not be liable for any non-performance, loss, damage, or delay due to war, riots, fire, flood, strikes or labor difficulty, governmental actions, acts of God, or other causes beyond the reasonable control of SUPPLIER. In the event of delay in performance due to any such cause, the date of de-livery or time for completion will be extended to reflect the length of time lost by reason of such delay. If the grounds for Force Majeure continue for more than thirty (30) calendar days, either ENDRESS+HAUSER or SUPPLIER may terminate the CONTRACT upon seven (7) days written notice to the other party.

17.1 由于战争、动乱、火灾、洪水、罢工或者劳工问题、政府措施、自然力、或者其他超出供应商合理控制范围的因数导致的任何不履行、损失、损害或者延迟，供应商不承担违约责任。如果由于任何该类原因导致的履行上的延迟，交货的日期或完成的时间将相应地延期，以弥补由于该类延迟造成的时间损失。如果不可抗力事件的原因持续超过三十（30）个日历日，采购方或供应商任何一方可以提前七（7）天向另一方发出书面通知解除合同。

17.2 SUPPLIER shall be entitled to be compensated in case of termination, for the work done prior to termination and the expenses for non-cancelable procurements. ENDRESS+HAUSER shall be entitled to receive all work results for which it has paid.

17.2 如果合同解除，供应商有权就解除之前完成的工作和不可撤消的采购的费用获得补偿。采购方有权接受其付款的所有工作成果。

18. INDEMNITY

18. 赔款

(a) SUPPLIER agrees to defend, indemnify and hold harmless ENDRESS+HAUSER and its clients, employees, agents and subcontractors, against any loss, cost, damage or liability, including attorney' s fees, arising from the negligence or other breach of duty by SUPPLIER and those for whom the SUPPLIER is responsible in connection with the CONTRACT or the goods or services supplied hereunder.

(a) 供应商同意保护，赔偿并使得采购方和其客户、雇员、代理和分包商免受由于供应商和供应商对其负有责任的与本合同或本合同下提供的货物或服务相关的人员的过失或其他违约行为而产生的任何损失、费用、损害或责任，包括律师费。

(b) In addition to the preceding, SUPPLIER shall indemnify ENDRESS+HAUSER and ENDRESS+HAUSER' S customers for any and all loss, damage, expense, (including but not limited to attorney' s fees) claims or liability arising out of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary interest based on the manufacture, installation, use, lease, or sale of any goods, materials or services furnished to ENDRESS+HAUSER under this CONTRACT. ENDRESS+HAUSER shall notify SUPPLIER promptly of any such claim or infringement and SUPPLIER shall, at its own cost, defend, compromise, or settle, any such action or actions to satisfy and discharge the same without any cost or expense whatsoever to ENDRESS+HAUSER.

(b) 除了前项以外，供应商必须对基于生产、安装、使用、租借或销售本合同下向采购方提供的任何货物、材料或服务的任何专利、商标、版权、商业秘密或其他业主权益的任何侵权或侵权的索赔而产生的任何和所有损失、损害、费用，（包括但不限于律师费）索赔或责任，保证采购方和其客户不因此遭受任何损失。

19. INSURANCE

19. 保险

SUPPLIER shall effect and maintain General Li-ability and Products Liability insurance coverage sufficient to cover SUPPLIER'S obligations and liability arising in connection with this CONTRACT. SUPPLIER'S General Liability and Products Liability insurance shall be maintained with a minimum limit of [] per occurrence and a combined aggregate coverage of [].

供应商将办理并持续一般责任险和产品责任险范围，足以覆盖产生的与本合同相关的供应商义务和责任。供应商办理的产品责任险必须维持在【】元的最小限额，总保额【】。

Upon request, SUPPLIER shall provide ENDRESS+HAUSER with insurance certificates verifying that SUPPLIER does maintain the insurance coverage specified above.

根据要求，供应商必须向采购方提供担保书，确认供应商确实保有以上规定的保险范围。

20. MISCELLANEOUS

20. 其他

20.1 Applicable Laws and Jurisdiction

20.1 适用法律和管辖权

The CONTRACT is construed and shall be interpreted in accordance with the laws of THE PEOPLE'S REPUBLIC OF CHINA excluding and without application of any conflict of law rules. ENDRESS+HAUSER and SUPPLIER expressly agree that the UN Convention for International Sale of Goods (Vienna Convention) shall not apply to this CONTRACT.

合同根据中华人民共和国的法律理解和解释，不适用任何冲突法。采购方和供应商明确地同意《联合国国际货物销售合同公约》不适用于该合同。

Nothing contained in these PURCHASE TERMS shall limit the rights of ENDRESS+HAUSER available under the applicable law.

本采购条款不得限制适用法律下采购方可享有的权利。

In case of a dispute, the parties shall make their best efforts to resolve such dispute amicably. If an amicable resolution should not be possible, the courts located in the domicile of ENDRESS+HAUSER shall have exclusive jurisdiction. All disputes shall be settled in accordance with the provision of the CONTRACT and the documents pertaining thereto.

如果存在争议，双方将尽力友善地解决该争议。如果不能友好地解决，任何一方可向采购方住所地有管辖权的人民法院提起诉讼。所有争议必须根据合同及其附属文件的约定加以解决。

20.2 Assignment

20.2 转让

Any attempt to assign, transfer, or delegate any of the rights, duties or obligations herein to a third party without prior written consent of the other party shall render such attempted assignment or transfer null and void.

ENDRESS+HAUSER' S affiliated companies shall not be considered third parties for this purpose.

事先未经对方书面同意，任何一方向第三方转让、转移或者委托本合同项下的任何权利、责任或义务的任何尝试，该类转让无效。采购方的关联公司不属于前述提及的第三方。

20.3 Waiver of Rights

20.3 放弃权利

ENDRESS+HAUSER' S or SUPPLIER' S failure to exercise any of its rights shall not constitute or be deemed a waiver or a forfeiture of such rights.

采购方或供应商不行使其任何权利，不构成或者被视为放弃或者丧失该类权利。

20.4 Severability

20.4 可分割性

If a provision of the CONTRACT is determined to be void or unenforceable, this finding shall not render other provisions void or unenforceable, and ENDRESS+HAUSER and SUPPLIER shall make their best endeavors to replace such provision by a valid one covering the original commercial intention as far as legally possible.

如果合同的某一条款被确定为无效或不可执行，不影响其他条款的效力。采购方和供应商将尽最大努力尽可能合法快速地使用涵盖原来商业意图的有效规定替换该条规定。