

# General Terms and Conditions of Purchase

## 一般采购条款与条件

### 1. General Information

#### 概述

- 1.1 All orders, deliveries, services, and payments by and to FRAENKISCHE Pipe-Systems (Shanghai) Co., Ltd. and FRAENKISCHE Pipe-Systems and Components (ChangShu) Co., Ltd. (together "FRAENKISCHE") and all its affiliates in China pursuant to Part 3 Contract, Civil Code of the People's Republic of China (in the following referred to as „FRAENKISCHE“) are exclusively subject to these General Terms and Conditions of Purchase as well as the General Terms and Conditions of Sale, Delivery, and Payment, which can be obtained at any time from the FRAENKISCHE website at [www.fraenkische.com](http://www.fraenkische.com). They are part of all contracts concluded between FRAENKISCHE and its suppliers regarding the goods or services offered by them. They also apply to all future goods, services, or offers to FRAENKISCHE, even if they are not separately agreed again. Regarding existing and ongoing business relationships, the latest version of these General Terms and Conditions of Purchase applies. The acceptance of goods, services, or payments does not imply any acceptance of the general terms and conditions of the supplier. In particular, FRAENKISCHE will only be bound to the supplier's general terms and conditions insofar as these are in compliance with the latest version of FRAENKISCHE's General Terms and Conditions of Purchase or if FRAENKISCHE has consented to the supplier's general terms and conditions in writing. Even if FRAENKISCHE makes reference to a letter containing the general terms and conditions of the supplier or a third party, this does not constitute its consent to those general terms and conditions.

弗兰科希管件系统（上海）有限公司、弗兰科希管件系统（常熟）有限公司及其所有附属在华公司（下文简称为“[www.fraenkische.com](http://www.fraenkische.com)”）在企业对企业交易中按照中华人民共和国民法典合同编做出的以及向其做出的一切订单、交付、服务和付款专门受一般采购条款与条件以及一般销售、交付和付款条款与条件的约束，上述一般条款与条件可随时从 FRAENKISCHE 网站获得。上述一般条款与条件为 FRAENKISCHE 及其供应商就其提供的货物或服务签订的所有合同的组成部分，也适用于今后为 FRAENKISCHE 提供的一切货物、服务或报价，即使不再单独约定。关于现有和持续业务关系，以一般采购条款与条件的最新版本为准。货物、服务或付款的验收不表示接受供应商的一般条款与条件。尤其，FRAENKISCHE 仅受供应商的一般条款与条件的约束，其中供应商的一般条款与条件符合 FRAENKISCHE 一般采购条款与条件的最新版本或如果 FRAENKISCHE 已书面同意供应商的一般条款与条件。即使 FRAENKISCHE 谈及包含供应商或第

三方的一般条款与条件的信件，这不表示其同意该等一般条款与条件。

- 1.2 Individual agreements deviating expressly from these General Terms and Conditions of Purchase or unilateral provisions of FRAENKISCHE regarding orders take precedence.

与本一般采购条款与条件或 FRAENKISCHE 关于订单的单边规定有明确偏离的个别协议具有优先权。

### 2. Quotations by the Supplier, Orders

#### 供应商的报价、订单

- 2.1 The supplier shall be bound to their quotation for 3 months. The conditions and information stated in the supplier's quotation to FRAENKISCHE shall also apply to the subsidiaries/plants of FRAENKISCHE, a list of which can be obtained from the website of FRAENKISCHE at [www.fraenkische.com](http://www.fraenkische.com). To the extent that the supplier's order confirmation deviates from the order, FRAENKISCHE shall only be bound if FRAENKISCHE has agreed to that deviation in writing. Any changes or additions to the order by the supplier shall only be effective if confirmed in writing by FRAENKISCHE. The acceptance of goods and services which deviate from the order shall not constitute acceptance of the deviations.

供应商应受其报价约束 3 个月。供应商对 FRAENKISCHE 的报价中所述条件与信息也适用于 FRAENKISCHE 的子公司/工厂，可通过 FRAENKISCHE 网站 [www.fraenkische.com](http://www.fraenkische.com) 获得其子公司和工厂清单。在供应商的订单确认书与订单出现偏差的情况下，只有 FRAENKISCHE 已对该偏差做出书面同意，FRAENKISCHE 才受约束。只有 FRAENKISCHE 书面确认，供应商对订单做出的任何变更或添加才有效。接受与订单有偏差的货物和服务不应表示接受偏差。

- 2.2 FRAENKISCHE may cancel the order free of charge if the supplier fails to confirm it in writing within days of receipt (order confirmation).

如果供应商未在收到（订单确认书）2 周内做出书面确认，FRAENKISCHE 可取消订单，无需支付任何费用。

- 2.3 If order quantities and delivery dates are fixed in call-off orders, the following rules shall apply: The supplier must ensure the required capacities in order to be able to deliver the quantities including the forecast quantities from call-off orders. FRAENKISCHE has the following purchase commitment:

如果取消订单中确定了订单数量和交付日期，以下规定应适用：供应商必须确保具备所需能力，以便能够交付订单数量的产品，包括取消订单的预测数量。FRAENKISCHE 有以下购货承诺：

- to two (2) weeks finished contractual product bindingly

- 按照约定，两（2）周完成合同产品

- an additional two (2) weeks finished contractual product bindingly with a flexibility of +/- 20 %

- 按照约定，另外两（2）周完成合同产品，有 +/- 20 % 的浮动

- to an additional four (4) weeks raw material release, based continuously on the last call-off order.

- 另外四（4）周放行原材料，以上时间安排基于最后的取消订单。

Any quantities exceeding these release periods shall be non-binding forecast quantities. In case of a discontinued requirement of FRAENKISCHE, the supplier shall be entitled to a refund claim only in the amount of the verified costs and only as far as this material cannot be used or utilized (sold) otherwise. Respective proceeds of the supplier must be credited against the refund claim. Individual agreements with the supplier are possible and take precedence. Furthermore, call-off orders are subject to the provisions of the supply contract.

超过释放行期的任何数量为不具有约束力的预测数量。如果 FRAENKISCHE 中止要求，供应商有资格要求退还已核实费用的金额，直至不可另外使用或利用（销售）本材料。可与供应商达成个别协议，并且该等个别协议具有优先权。而且，取消订单受供货合同条款的约束。

### 3. Delivery Time, Delay

#### 交付时间、延迟

- 3.1 The delivery time stated in the purchase order (delivery date or period) is binding. The timeliness of deliveries shall depend on the receipt by the receiving office specified by FRAENKISCHE, the timeliness of performances shall depend on their acceptance. Premature deliveries shall only be permitted upon written consent by FRAENKISCHE. 采购订单（交付日期或期限）中所列的交付时间具有约束力。交付时效性应以 FRAENKISCHE 指定的接收办事处收到为准，履行时效性应以其验收为准。FRAENKISCHE 书面同意后，才允许提前交付。
- 3.2 Should a delay in delivery or performance of service be foreseeable, FRAENKISCHE shall be notified without delay. Acceptance of a delayed delivery or performance of service shall not constitute a waiver of claims for damages or any other claims by FRAENKISCHE. 如果可预见交付或服务履行延迟，应及时通知 FRAENKISCHE，毫不耽搁。接受延迟交付或服务履行不应表示 FRAENKISCHE 放弃索赔权或任何其他请求权。
- 3.3 If the day on which the delivery must be made at the latest can be determined according to the calendar, the supplier shall be in default at the end of this day without requiring a reminder by FRAENKISCHE. 如果可以根据日历确定最迟必须在哪天交付，供应商在这一天结束时不应失职，无需 FRAENKISCHE 提醒。
- 3.4 In the case of late delivery, FRAENKISCHE may exercise all statutory rights, including the right of withdrawal and the right to damages instead of performance, after the expiry of a reasonable period of grace.

如果交付推迟，FRAENKISCHE 可在合理宽限期终止后行使法定权利，包括撤回权和损害赔偿权，而不履约。

- 3.5 FRAENKISCHE shall be entitled to demand a contractual penalty of 0.3 % of the respective order value for each working day of the delay in delivery, up to a maximum total penalty of 5 % of the order value. In case of a delay regarding intermediate deadlines, the penalty amount shall run up to 5 % maximum of the order value of the services to be provided by the intermediate deadline. The total amount of all contractual penalties under the contract shall be limited to 5 % of the order value of the entire contract. The penalty shall be deducted from the default damages payable by the supplier. FRAENKISCHE may claim the contractual penalty up to the final payment date.

FRAENKISCHE 有资格要求每延迟一个工作日交付赔偿等于各订单价值 0.3% 的违约金，最高罚款总额等于订单价值的 5%。如果在中间截止日期出现延迟，罚款金额最高为中间截止日期前要提供的服务的订单价值的 5%。本合同项下所有违约金的总额不超过整个合同订单价值的 5%。应从供应商应支付的违约赔偿中扣除罚款。FRAENKISCHE 可要求在最终付款日期前支付违约金。

- 3.6 Partial and excess deliveries shall only be permitted with FRAENKISCHE's written consent.

只有 FRAENKISCHE 书面同意，才允许部分和过多交付。

### 4. Passing of Risk, Shipping, Ownership

#### 风险转移、发货、所有权

- 4.1 In the case of deliveries with installation and assembly as well as services, the risk shall pass upon acceptance; in the case of deliveries without installation or assembly, the risk shall pass upon receipt of the goods at the receiving office specified by FRAENKISCHE.
- 4.2 如果交付时提供安装与组装以及服务，验收后风险发生转移；如果交付时无需安装或组装，则在 FRAENKISCHE 指定的接收办事处收到货物后，风险发生转移。Deliveries shall be effected: DAP (Incoterms 2010). The place of destination results from the supply agreement concluded between FRAENKISCHE and the supplier. 目的地交货（2010 国际贸易术语）。目的地来自 FRAENKISCHE 与供应商签订的供货合同。
- 4.3 Insurance costs for the goods will only be covered by FRAENKISCHE upon express written agreement. 明确书面同意后，FRAENKISCHE 才支付货物的保险费。
- 4.4 FRAENKISCHE objects to retention of title arrangements and reservation of title declarations of the supplier that go beyond simple retention of title. FRAENKISCHE 反对供应商超出简单所有权保留做出的所有权保留安排和所有权保留声明。
- 4.5 Any supplies or tools provided by FRAENKISCHE to the supplier shall remain the property of FRAENKISCHE. Equipment manufactured by the supplier for the purpose of processing the order of FRAENKISCHE shall become the property of FRAENKISCHE, provided that FRAENKISCHE reimburses the supplier for the development – pro rata, if applicable – or expressly includes it in the price of the delivery/service. Such equipment shall

be identified by the supplier as property of FRAENKISCHE, stored carefully, protected against damages of any kind, and may only be used for the purposes of the contract. If the supplier acts contrary to this, FRAENKISCHE shall be entitled to assert a contractual penalty in the amount of 20 % of the value of the supplies. FRAENKISCHE also reserves the right to claim another damage. The supplier is also permitted to provide proof that a lesser damage than the one asserted or no damage at all arose. The supplier shall always immediately notify FRAENKISCHE of all damages – even insignificant ones – to the items.

FRAENKISCHE 向供应商提供的任何物资或工具仍归 FRAENKISCHE 所有。供应商为处理 FRAENKISCHE 订单而生产的设备应归 FRAENKISCHE 所有，但前提是 FRAENKISCHE 报销供应商开发费用——适用时，按比例报销——或明确将其包含在交付/服务价格内。此类设备应由供应商认定为 FRAENKISCHE 的财产，妥善存放和保护，防止遭受任何种类的损坏，并仅可用于实现本合同的目的。如果供应商做出相反行为，FRAENKISCHE 有资格要求支付金额等于物资价值的 20% 的违约金。FRAENKISCHE 也有权对另外的损坏提起索赔。也允许供应商提供证据，证明损坏小于提出的损坏或未产生损坏。供应商应始终立即通知 FRAENKISCHE 商品的全部损坏情况——甚至不严重的损坏。

- 4.6 Any processing or modification of the supplies provided by supplier shall only be done for FRAENKISCHE. If the provided materials are processed with other goods, FRAENKISCHE shall acquire joint ownership of a newly created object in proportion of the value of the provided materials to the other processed goods at the time of processing. If the supplies provided are inextricably combined with other goods that do not belong to FRAENKISCHE, FRAENKISCHE shall have co-ownership in the newly created item, based on the ratio of the supplies provided and the other goods at the time of combination. Should the combination result in supplier's goods being considered the main item as compared to the supplies provided, the supplier shall transfer proportionate co-ownership in the newly created item to FRAENKISCHE.

仅可为 FRAENKISCHE 的利益对供应商提供的物资做出任何加工或修改。如果提供的材料与其他货物一同加工，FRAENKISCHE 应按照所提供材料与加工时另一被加工货物的价值比例获得新建物体的共同所有权。如果提供的物资与不属于 FRAENKISCHE 的其他货物不可分割地组合，FRAENKISCHE 应按照所提供物资与组合时的另一货物的比例，拥有新建项目的共同所有权。如果组合后，与所提供物资相比，供应商的货物被认为是主要项目，供应商应将新建项目的成比例的共同所有权转让给 FRAENKISCHE。

- 4.7 Any tools provided by FRAENKISCHE to the supplier shall remain the property of FRAENKISCHE. These tools may only be used by the supplier for the production of the goods or services to be manufactured. Tools manufactured by the supplier for the purpose of processing the order of FRAENKISCHE shall become the property of FRAENKISCHE, provided that FRAENKISCHE reimburses the supplier for the development – pro rata, if applicable – or expressly includes it in the price of the delivery/service. Such equipment shall

be identified by the supplier as property of FRAENKISCHE, stored carefully, protected against damages of any kind, and may only be used for the purposes of the contract. The supplier shall bear the costs of maintenance and repair of these ceded tools – in absence of a different agreement – until the agreed quantity of items has been manufactured with the tool. Provided that the tool then remains with the supplier and costs are attributable to shortcomings of such items manufactured by the supplier or to improper use by the supplier, its employees, or other vicarious agents, such costs shall be borne by the supplier as well. The supplier shall always immediately notify FRAENKISCHE of all damages – even insignificant ones – to the tools. FRAENKISCHE 向供应商提供的任何工具仍归 FRAENKISCHE 所有。该等工具仅可由供应商用于生产要制造的货物或服务。供应商为加工 FRAENKISCHE 的订单而生产的工具应归 FRAENKISCHE 所有，但前提是 FRAENKISCHE 报销供应商开发费用——适用时，按比例报销——或明确将其包含在交付/服务价格内。此类设备应由供应商认定为 FRAENKISCHE 的财产，妥善存放和保护，防止遭受任何种类的损坏，并仅可用于实现本合同的目的。供应商应承担此类工具的维护和维修费用——不存在不同协议——直至已经用工具生产出约定数量的商品。假如供应商仍持有工具并且因供应商生产的此类商品的缺点或供应商、其员工或其他代理人不当使用招致费用，供应商也应承担该等费用。供应商应始终立即通知 FRAENKISCHE 工具的全部损坏情况——甚至不严重的损坏。

## 5. Payment

### 付款

- 5.1 Payments shall only be made after receipt of the complete defect-free delivery or after full and faultless performance and after receipt of a proper invoice. Partial deliveries or partial performances shall only be paid if explicitly agreed upon beforehand in writing. An agreed right of the supplier to partial delivery or partial performance shall not be sufficient for this purpose. Payments or down payments shall not constitute recognition of the deliveries or performances as contractual. 收到全部完好交付后或完全无误履行后以及收到适当发票后，才可进行付款。如果事先以书面形式明确约定，部分交付或部分履行的权利不充分。付款或预付定金不应表示确认交付或履行为合约交付或履行。
- 5.2 Payments shall be made no later than 60 days net. The other or retains payments due to defects. 付款不迟于 60 天付款。或因缺陷保留付款。

## 6. Value and Cost Analysis

### 价值与成本分析

The supplier is obliged to conduct value and cost analyses in respect of all goods. They shall disclose all relevant costs in a detailed breakdown of costs and make this available to FRAENKISCHE. After consultation with FRAENKISCHE, the supplier shall

provide qualified personnel for value and cost analysis activities.

供应商有义务对全部货物进行价值与成本分析。其应在具体的成本明细表中披露一切相关成本并使 FRAENKISCHE 可查看。与 FRAENKISCHE 磋商后，供应商应提供从事价值与成本分析的合格人选。

## 7. Price Protection

### 价格保护

Price increases shall only be possible with FRAENKISCHE's prior written consent. The same shall apply to the assertion of additional costs or expenses if these are not contractually agreed.

经 FRAENKISCHE 事先书面同意，才可提高价格。同样适用于宣称合同中未约定的附加成本或费用。

## 8. Competitiveness

### 竞争力

8.1 FRAENKISCHE and the supplier agree that maintaining the competitiveness of the goods is of great importance for the supply relationship. The competitiveness of the goods shall be ensured if the goods correspond to comparable goods of competitors in terms of price and technology.

FRAENKISCHE 和供应商同意维持货物竞争力对于供应关系十分重要。如果货物在价格和技术上相当于竞争对手的类似货物，应确保货物具有竞争力。

8.2 If FRAENKISCHE is offered a comparable product at more competitive conditions, FRAENKISCHE shall inform the supplier in writing about this and set an appropriate time limit for restoring full competitiveness of the goods.

如果 FRAENKISCHE 提供的类似产品更具竞争力，FRAENKISCHE 应书面告知供应商并设定适当期限恢复货物全部竞争力。

8.3 The supplier shall promptly draw up a catalogue of measures that they will implement in order to restore the competitiveness of the goods and provide this to FRAENKISCHE with a revised quotation. With their revised quotation, the supplier shall ensure the competitiveness of the goods within the appropriate time limit set by FRAENKISCHE.

供应商应立即起草为了恢复货物竞争力其采取的措施目录，并且将此目录随修订报价单一同提供给 FRAENKISCHE。随其修订的报价单，供应商应在 FRAENKISCHE 设定的适当期限内确保货物的竞争力。

8.4 The parties agree that the obligation to maintain competitiveness in accordance with this Section 7 is an essential duty of the supply contract.

合同各方同意按照第 7 条保持竞争力的义务为供货合同的基本义务。

## 9. Changes in the Supplier Portfolio, Spare Parts

### 供应商产品组合、备件的变化

9.1 If the supplier intends to discontinue products or product parts, FRAENKISCHE shall be informed thereof immediately and without being asked. FRAENKISCHE must be informed 6 months prior to discontinuation at the latest. In this case,

FRAENKISCHE shall be entitled to a covering purchase with regard to the affected products. The price for the products of the covering purchase shall be the price agreed last between the parties. There is no limitation with regard to the quantity of products that can be acquired by FRAENKISCHE within the scope of the covering purchase.

如果供应商想停止生产产品或产品零件，应立即告知 FRAENKISCHE，不要等到被问及。最迟在停止生产前 6 个月，必须告知 FRAENKISCHE。在此情况下，FRAENKISCHE 有资格补充采购受影响产品。补充采购产品的价格为合同双方最后约定的价格。在补充采购范围内 FRAENKISCHE 可购买的产品数量无限制。

9.2 The supplier undertakes – regardless of the period of supply – to supply FRAENKISCHE for a period of 15 years after termination of the supply in sufficient quantity with goods at market-conform prices for the use as spare parts.

供应商保证——无论供货期多长——在足量供货终止后，按市价向 FRAENKISCHE 供应备件 15 年。

The supply of products to be used in the rail engineering industry shall be subject to a term of 35 years. The parties are free to agree a shorter period for the supply of these spare parts. Even during serial delivery, the supplier shall ensure the supply of spare parts; in this case the prices shall correspond to the last agreed serial prices.

铁路工程行业所用产品的供货期为 35 年。合同双方自由约定该等备件更短的供货期。甚至在批量交付期间，供应商应确保备件供货；在此情况下，价格应相当于最后约定的批量价格。

## 10. Warranty, Recourse

### 保证、追索权

10.1 The warranty period shall end 3 years after the passing of risk. If the supplier themselves has provided or offered a longer warranty period has been agreed upon – even in parts –, this Subsection 10.1 sentence 1 shall not apply.

保证期应在风险转移后 3 年结束。如果供应商自身已提供或提出更长的保证期——即使是零件——，那么第 10.1 条第 1 句不适用。

10.2 Acceptance of the delivery/service shall be subject to inspection for the absence of defects. FRAENKISCHE's obligation to timely inspect and give notice of defects shall be restricted to the identity of the delivery/service, the packaging, external damage (sample test for loose items; in case of connected goods to an inspection of the visible sections). In any event, a complaint regarding defects shall be deemed to be made in good time if FRAENKISCHE informs the supplier within 10 working days of receipt of the goods by FRAENKISCHE. For hidden defects, the legal regulations shall apply. By accepting or approving provided specimens or samples, FRAENKISCHE does not waive any warranty claims. Upon receipt of the written notice of defects at the supplier's, the limitation of warranty claims shall be suspended.

接受交付/服务以检查不存在缺陷为准。FRAENKISCHE 及时检查并发出缺陷通知的义务应限于交付/服务、包装、外部损坏（丢失商品的样本测试；如果检查连接好的货物的外观部分）的一致性。任何情况下，如果 FRAENKISCHE 在其收到货物 10 个工作日内告知供应商缺陷问题，则认为及时

做出关于缺陷的投诉。对于关于服务的隐藏缺陷，适用相关法律规定。即使接受或批准提供的样品或样本，FRAENKISCHE 也不放弃任何保证权利要求。在服务提供方收到书面缺陷通知后，废除缺陷索赔限制。

- 10.3 If it is not possible to set the supplier a time limit for supplementary performance due to urgency in order to avert imminent danger or to avoid major damage, FRAENKISCHE shall be entitled to carry out the supplementary performance themselves or have it done by a third party at the expense of the supplier without having set a time limit.

如果因紧急情况不可能设定供应商为了避免迫在眉睫的危险或避免重大损害而追加履行的期限，在未设定期限的情况下，FRAENKISCHE 有资格自行追加履行或由第三方追加履行，由此产生的费用由供应商承担。

- 10.4 In the event of supplementary performance by delivery of flawless goods or new production of the work, the limitation of warranty claims with respect to the supplementary delivery/performance shall begin anew upon the passing of risk (Subsection 4.1), unless FRAENKISCHE had to assume – in view of the supplier's behavior – that the supplier did not feel obliged to the measure themselves, but the supplementary delivery or removal of defects was only a gesture of goodwill or similar reasons. The same shall apply to the removal of defects, provided that the value of the removal of defects is disproportionately high in relation to the agreed price of the object of delivery/performance.

如果通过交付完好货物或重新生产进行追加履行，关于追加交付/履行的保证权利要求限制应在风险转移后重新开始（第 4.1 条），除非 FRAENKISCHE 不得不假定——鉴于供应商的行为——供应商认为其没有义务采取措施，但追加交付或缺陷移除只是诚恳的意愿或类似原因。假如与交付/履行的标的物的约定价格相比，缺陷移除价值极高，前述条款也适用于缺陷移除。

- 10.5 If FRAENKISCHE incurs any costs due to a defective delivery/service, including but not limited to transport costs, travel expenses, labor costs, material costs or costs for incoming goods inspections beyond the usual scope, the supplier shall bear these costs as well.

如果因缺陷交付/服务使 FRAENKISCHE 招致任何费用，包括但不限于交通费、差旅费、劳务费、材料费或通常范围外的进货检查费用，供应商也应承担该等费用。

- 10.6 FRAENKISCHE reserves the right of recourse against the supplier if FRAENKISCHE takes back manufactured and/or sold goods due to defects in the delivery/performance or if the purchase price was therefore reduced by their own customers, if FRAENKISCHE has been charged therefore in any other way by their own customers, other contractors, or third parties, or if FRAENKISCHE therefore adjusts claims by their own customers, other contractors, or third parties to avoid disputes.

如果因交付/履行缺陷 FRAENKISCHE 取回生产/销售的货物，或如果其自己的客户因此降低采购价格，如果 FRAENKISCHE 客户、其他承包方或第三方已经以任何其他方式向 FRAENKISCHE 收取费用，或如果 FRAENKISCHE 为避免争议调整其客户、其他承包方或第三方提起的索赔，FRAENKISCHE 有权向供应商追索。

10.7 FRAENKISCHE is entitled to demand compensation from the supplier with regard to expenses that were borne by FRAENKISCHE in relation to claimants, to the extent that these claim compensation for the expenses necessary for the purpose of supplementary performance, in particular transport, travel, labor, and material costs. FRAENKISCHE 有资格要求供应商赔偿 FRAENKISCHE 承担的与索赔人相关的费用，在此情况下，索赔人要求赔偿追加履行所需的费用，尤其是交通、差旅、劳动力和材料费用。

- 10.8 If the parties have a dispute regarding the existence and/or inexistence of a material defect, an expert arbitrator will decide the controversial subject. The initiation of legal proceedings about the dispute and associated legal claims is only possible after the arbitration opinion is available. The parties shall reach an agreement on the person of the expert arbitrator within two weeks after the written request by one party. If no agreement can be reached within this period, the expert arbitrator will be appointed by the competent Chamber of Commerce and Industry following the written request of one party. The expert arbitrator must be a publicly appointed expert for the relevant area who is independent and impartial.

如果合同双方就存在和/或不存在重大缺陷发生争议，仲裁专家应裁决争议主体。只有在仲裁意见可用后，才可能启动关于争议和相关法律索赔的法律程序。合同双方应在一方提出书面要求后两周内就仲裁专家的任命达成一致意见。如果在此期限内未达成一致意见，按照一方提出的书面要求，具有管辖权的工商业联合会将任命仲裁专家。仲裁专家必须是公开任命的相关领域独立而公正的专家。

The arbitration opinion is prepared in writing and is binding for the parties. Each party has the right to provide the expert arbitrator with a written summary of their view of the dispute for the preparation of the expert opinion within four weeks after the written placement of the order. The expert arbitrator shall hold at least one hearing for the oral discussion of the dispute in which the parties and their advisors can participate. The costs and expenditures of the expert arbitrator shall be equally borne by both parties. Own costs arising within the context of the arbitration opinion, e.g., for lawyers, shall be borne by each party themselves.

仲裁意见应形成书面文件，并且对合同各方均具有约束力。书面下单后四周内，各方有权向仲裁专家提供其对争议看法的书面摘要，以便编制专家意见。仲裁专家应至少举行一次争议口头讨论审理，合同各方及其律师可参加该审理。仲裁专家的费用和支出由合同双方平摊。在仲裁意见的范围内产生的各自费用，如律师费，应由各方分别承担。

## 11. Product Liability

### 产品责任

- 11.1 The supplier shall be responsible for all third-party claims asserted for personal injury or property damage caused by a defective product supplied by it, and shall be obliged to indemnify FRAENKISCHE from the resulting liability. If FRAENKISCHE is obliged to conduct a recall against third parties due to a defect in a product delivered by the supplier, the supplier shall bear all costs associated with the recall.

供应商应负责因其供应的缺陷产品导致的人身伤害或财产损失提起的所有第三方索赔，并且有义务就产生的责任赔偿 FRAENKISCHE。如果 FRAENKISCHE 有义务因供应商交付的产品上的缺陷向第三方召回，供应商应承担与召回相关的一切费用。

- 11.2 The supplier shall be obliged to maintain at their own expense a product liability insurance with adequate coverage. On FRAENKISCHE's request, the supplier shall submit a copy of the liability insurance policy at any time.  
 供应商有义务为产品购买具有适当范围的责任保险，独自承担由此产生的保险费。只要 FRAENKISCHE 提出要求，供应商应随时提交责任保险单的副本。

## 12. Product Liability

### 产品责任

- 12.1 The supplier warrants that they fulfil the requirements of the EU chemicals regulation REACH (Regulation (EC) No. 1907/2006, published on December 30, 2006) as amended – hereinafter referred to as “REACH Regulation” – and in particular that the registration of all substances has been made in accordance with the SVHC list.

供应商保证，其执行修订后的欧盟化学品法规 REACH（2006 年 12 月 30 日发布的（EC）1907/2006 号法规）的要求——以下简称“REACH 法规”——尤其，已经按照 SVHC 清单注册一切物质。

In addition, the supplier warrants not to supply products including their packaging material that contain substances according to the following:

另外，供应商保证不交付包含下列规定的物质的产品，包括其包装材料：

- the REACH Regulation as amended;
  - 修订后的 REACH 法规;
  - Regulation (EC) 2019/1021 of the European Parliament and of the Council of June 20, 2019 regarding persistent organic pollutants (Stockholm Convention on Persistent Organic Pollutants) as amended;
  - 修订后的 2019 年 6 月 20 日欧洲议会和理事会关于持久性有机污染物（关于持久性有机污染物的斯德哥尔摩公约）的（EC）2019/1021 号法规;
  - Regulation (EC) 1005/2009 on Ozone Depleting Substances as amended;
  - 修订后的（EC）1005/2009 号关于消耗臭氧层物质的法规;
  - the Global Automotive Declarable Substance List (GADSL) as amended (at [www.gadsl.org](http://www.gadsl.org));
  - 修订后的全球汽车申报物质清单（GADSL）（登录 [www.gadsl.org](http://www.gadsl.org) 查看）;
  - Directive 2011/65/EU of the European Parliament and of the Council of June 08, 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS) as amended
  - 修订后的 2011 年 6 月 8 日欧洲议会和理事会的关于限在电气和电子设备（RoHS）中限制使用某些有害物质的 2011/65/EU 指令
- 12.2 The supplier guarantees for products that are used for export to the USA that they will observe the provisions of the California Proposition 65 as amended.

供应商保证用于出口到美国的产品遵守修订后的加州 65 号提案的规定。

- 12.3 If the goods supplied contain substances included in the “Candidate List of Substances of very High Concern” (“SVHC list”) in accordance with the REACH Regulation, the supplier shall disclose this without delay. This also applies if not yet listed substances are included in this list in the course of ongoing deliveries. The latest list is available at <http://echa.europa.eu/web/guest/candidate-list-table>.

如果供应的货物包含 REACH Regulation 规定的“Candidate List of Substances of very High Concern” (“SVHC list”)中包含的物质，供应商应毫不耽搁地进行披露。如果正在进行的交付过程中本清单包含尚未列出的物质，本条款也适用。可登录网站 <http://echa.europa.eu/web/guest/candidate-list-table> 查看最新清单。

- 12.4 In addition, the products and their packaging must not contain asbestos, biocides, and radioactive material. If these substances are contained in the products delivered to FRAENKISCHE, FRAENKISCHE shall be notified in writing prior to delivery, stating the substance and identification number, and provided with a current safety data sheet regarding the product to be delivered. Delivery of such products requires a special approval by FRAENKISCHE.

另外，产品及其包装不包含石棉、灭微生物剂和放射性物质。如果向 FRAENKISCHE 交付的产品中包含此类物质，应在交付前书面通知 FRAENKISCHE，说明物质和识别号码，并提供一份关于要交付产品的安全数据表。此类产品交付要求 FRAENKISCHE 特别批准。

- 12.5 The supplier is obliged to indemnify FRAENKISCHE from any liability in connection with the supplier's failure to comply with the above-mentioned regulations or to compensate FRAENKISCHE for damages that arise at FRAENKISCHE as a result of the supplier's non-compliance with the regulations or that are associated with the non-compliance.

如果供应商未遵守上述规定或未就其不遵守规定产生的损失或与不遵守相关的损失赔偿 FRAENKISCHE，供应商有义务就与此相关的任何责任赔偿 FRAENKISCHE。

## 13. Use of “Conflict Minerals” Concerning Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act)

涉及多德-弗兰克华尔街改革和消费者保护法（多德-弗兰克法案）第 1502 条的“争端矿物”的使用

The supplier is aware of their social responsibility with regard to the environment, safety, health, and human rights, and understands that their business behavior has an impact on society and the environment. To ensure a peaceful, fair, and sustainable use of our global resources, the supplier warrants to the following:

供应商知道其在环境、安全、健康和人权方面的社会责任，并了解其业务行为对社会和环境产生影响。为了确保平安、公平和可持续利用我们的全球资源，供应商做出以下保证：

All products of the supplier neither directly nor indirectly contain conflict minerals from mines that are funded or sponsored by armed groups in the Democratic Republic of Congo or neighboring countries (Angola, Burundi, Rwanda, Zambia, Sudan, Tanzania, Uganda, and the Central African Republic). The Dodd-Frank Act specifically refers to tin, tantalum, tungsten, columbite, gold, and derivatives thereof, mined in the above sources.

供应商的全部产品既不直接，也不间接包含刚果民主共和国或邻国（安哥拉、布隆迪、卢旺达、赞比亚、苏丹、坦桑尼亚、乌干达和中非共和国）的武装组织资助或赞助的矿产出的争端矿物。多德-弗兰克法案专指在上述来源开采的锡、钽、钨、钶铁矿、金和相关派生物。

#### 14. Assignment, Set-Off, Retention

分配、抵消、保留

- 14.1 The assignment of claims against FRAENKISCHE shall only be permitted upon their written consent. FRAENKISCHE 书面同意后，才允许分配对 FRAENKISCHE 的请求权。
- 14.2 The customer may only offset claims against FRAENKISCHE or exercise any right of retention if such claims are acknowledged, legally established, or ready for decision.  
如果对 FRAENKISCHE 的请求权经确认、依法设立或待裁决，客户才可抵消此类请求权或行使保留权。
- 14.3 FRAENKISCHE is entitled to offset all claims of any kind against all claims by the supplier and their companies, even if the claims have different maturities.  
FRAENKISCHE 有资格用任何种类的一切索赔抵消供应商及其公司提出的一切索赔，即使索赔到期日不同。

#### 15. Confidentiality, Intellectual Property Rights

保密、知识产权

- 15.1 The supplier is obliged to keep confidential all commercial and technical details associated with the orders and contracts as well as all information on business operations of FRAENKISCHE that are usually not accessible to third parties, and to not exploit the details and information themselves.  
供应商有义务对与订单和合同有关的一切商业和技术细节以及通常第三方不可查看的关于 FRAENKISCHE 业务经营的一切信息保密，并且不私自利用细节和信息。
- 15.2 The supplier warrants that the delivery and use of the purchased goods do not infringe or violate the intellectual property rights of third parties. The supplier must not conceal from FRAENKISCHE the existence of any intellectual property right.  
供应商保证，交付和使用采购的货物不侵犯或违背第三方知识产权。供应商不得向 FRAENKISCHE 隐瞒任何知识产权的存在。
- 15.3 Any tools, molds, samples, models, profiles, drawings, master copies, templates and similar material provided by FRAENKISCHE and items manufactured based on such material may not be reproduced, disclosed to third parties, or used for any purpose other than fulfilling the obligations

arising out of and under this Agreement. The above molds, samples, drawings, etc. remain the property of FRAENKISCHE. They shall be returned to FRAENKISCHE without being requested to do so if no order is placed or when a placed order has been completed.

FRAENKISCHE 提供的任何工具、模具、样本、模型、型材、图纸、原本、模板和类似材料和基于该等材料生产的商品不可复制、披露给第三方或用于履行本协议产生及项下的义务之外的任何用途。上述模具、样本、图纸等仍归 FRAENKISCHE 所有。如果没下订单或已经完成所下订单时，应在未 FRAENKISCHE 未提出要求的情况下将上述物品归还 FRAENKISCHE。

#### 16. Product- and Process-related Characteristics, Compliance, Human Rights, Occupational Health and Safety, Environmental Protection

产品和工艺相关特征、合规、人权、职业健康与安全、环境保护

- 16.1 The supplier is obliged to comply with all product- and process-related special characteristics and all laws and regulations that are relevant to them and to their business relationship with FRAENKISCHE (compliance), and to pass these on in the supply chain. The supplier shall be obliged to not take any action and to refrain from any action that may lead to criminal liability for fraud or embezzlement, insolvency crimes, crimes against competition, granting an advantage, or corruption regarding people working for the supplier or other third parties in the manufacturing country, in China, or in the country where the contractual products are used and applied if the supplier has been informed about this by FRAENKISCHE. Actions of persons active at the supplier's or for the supplier are attributed to the supplier where such persons are acting within the scope of responsibilities of the supplier. The supplier must pass on compliance with the requirements of this paragraph in the supply chain.  
供应商有义务遵守所有产品和工艺相关的特殊特征和与其相关以及与其与 FRAENKISCHE 的业务关系相关的一切法律法规（合规），并在供应链中传达。如果 FRAENKISCHE 已告知供应商，供应商有义务不采取可能因欺骗或挪用、破产犯罪、竞争犯罪、提供利益、或在生产国、中国或合约产品使用国为供应商或其他第三方工作的人员腐败导致刑事责任的任何行动并避免任何此类行动。如果供应商的现有员工或为其服务的人员在供应商责任范围内做出行动，其行动应归因于供应商。供应商必须在供应链内传达遵守本段的要求。
- 16.2 The supplier commits to the observance of human rights and social standards in their environment in accordance with Section 16 Paragraph 3 and to respect the environment and to refrain from measures that are inconsistent with these objectives and to avoid them where possible. The supplier will inform FRAENKISCHE immediately without further request of all violations of the above provisions also by their own suppliers.  
供应商承诺在其环境中按照第 16 条第 3 段遵守关于环境的人权和社会标准并防止与该等目标不符的措施，可能的话，应避免与该等目标不符的措施。如

果供应商自身的供应商违背上述规定，供应商应立即告知 FRAENKISCHE 全部违约情况，无需 FRAENKISCHE 提出进一步要求。

- 16.3 The supplier will strive for complying with decent working conditions in their environment by way of reasonable limitation of working hours and observance of minimum wages and health protection and refrain from violating these (social standards). In particular, the supplier will take action against child labor and forced labor.

供应商应在其环境中通过合理限制工作时间和遵守最低工资和健康保护，努力维护良好的工作条件并防止违反该等社会标准。尤其，供应商应采取行动不雇佣童工和强迫劳动。

- 16.4 The supplier commits to complying with the laws designed to protect the environment and to taking measures to protect the environment. Each delivery shall be made in packaging appropriate to the product, as agreed with FRAENKISCHE and in compliance with relevant environmental regulations. With regard to the environment, the supplier shall always choose an environmentally friendly form of packaging.

供应商承诺遵守用于保护环境的法律并采取环保措施。每次交付要采用与 FRAENKISCHE 约定的且满足相关环境法规的适合产品的包装。在环境方面，供应商应始终选择环保包装形式。

- 16.5 The supplier should be certified according to the DIN EN ISO 50001 energy management system and the ISO 14001 environmental management standard and maintain the respective certifications. The respective certifications shall be furnished to FRAENKISCHE upon request. The efficient use of energy is an essential component of FRAENKISCHE's company policy. In the procurement of goods, services, and facilities that have or can have an impact on the critical energy use, the valuation of the procurement is based in part on the energy-related performance (energy use, energy consumption, energy efficiency).

供应商应该通过 DIN EN ISO 50001 能源管理体系和 ISO14001 环境管理标准的认证，并维护各个认证。根据要求，向 FRAENKISCHE 提供各个认证。能源的有效使用是 FRAENKISCHE 公司制度的必要组成部分。对关键能源使用有或可有影响的货物、服务和设施采购中，要按照能源相关履行（能源使用、能源消耗、能源效应）对采购进行估价。

## 17. Data Protection

### 数据保护

- 17.1 The supplier undertakes to comply with the relevant data protection provisions, especially the provisions of the General Data Protection Regulation (GDPR) and the German Data Protection Act (*Bundesdatenschutzgesetz, BDSG*), in the provision of the contractual services as controller or processor. The supplier is responsible for the lawful handling of personal data provided to them by FRAENKISCHE for the provision of contractual services without prejudice to the other provisions in this Section. The supplier is also responsible for compliance with the formal data protection provisions (e.g., appointment of a Data Protection Officer, performance of a data protection impact assessment, maintaining records of processing activities).

供应商保证，在作为监控人或处理人提供合约服务时，遵守相关数据保护规定，尤其是通用数据保护条例（GDPR）和德国联邦数据保护法（*Bundesdatenschutzgesetz, BDSG*）。在不影响本条其他条款的情况下，供应商负责合法操作为履行合约服务 FRAENKISCHE 向其提供的个人资料。供应商也负责遵守正式的数据保护规定（例如，数据保护官员的任命、数据保护影响评估的履行、维护处理活动记录）。

- 17.2 The supplier undertakes to process the personal data provided by FRAENKISCHE only lawfully and transparently, in good faith and exclusively for the provision of the contractual services. Any use of the data beyond that, especially for the own purposes of the supplier or for purposes of third parties, is not permitted. Additionally, the supplier will limit the processing in terms of content and time to what is absolutely necessary and ensure the correctness of the data and their integrity and confidentiality.

供应商保证，合法、透明、诚信地处理 FRAENKISCHE 提供的个人资料，并仅可将其用于提供合约服务。不允许在该范围外使用资料，尤其用于供应商自身的用途或第三方的用途。另外，供应商应在内容和时间方面限制处理，除非绝对有必要，并确保资料的正确性、完整性和机密性。

- 17.3 The supplier undertakes to take technical and organizational measures in a scope provided by the relevant data protection provisions to ensure the confidentiality, availability, integrity and authenticity of the personal data provided by FRAENKISCHE. This obligation also includes measures for ensuring data protection through privacy by design and privacy by default.

供应商保证，在相关数据保护条款规定的范围内，采取技术和组织措施，确保 FRAENKISCHE 提供的个人资料的机密性、可用性、完整性和真实性。本义务也包括通过隐私设计和默认隐私确保数据保护而采取的措施。

- 17.4 The supplier undertakes to use only employees for the provision of the contractual services who have been familiarized with the legal data protection provisions and the special data protection requirements of the orders and jobs by FRAENKISCHE with appropriate measures, and, unless they are already subject to appropriate legal obligations to confidentiality, committed them comprehensively to data protection confidentiality in writing (previously data secrecy).

供应商保证，仅指定对法律数据保护规定和 FRAENKISCHE 订单和工作的特殊数据保护要求熟悉的员工采取适当措施提供合约服务，并且，除非其已经受适当的法律保密义务的约束，以书面形式承诺其全面履行数据保护保密义务（之前是资料保密）。

- 17.5 If the processing of personal data takes place in the context of commissioned data processing, the parties conclude an agreement on commissioned data processing according to the legal provisions of Art. 28 GDPR.

如果在受委任资料处理的情况下处理个人资料，双方按照 GDPR 第 28 条法律规定，签订关于受委任的资料处理的协议。



## 18. Final Provisions

### 最终条款

- 18.1 The place of performance for all deliveries and services is Jiading, Shanghai, China and Changshu, Jiangsu, China.  
一切交付的履行地是上海嘉定以及江苏常熟。
- 18.2 The exclusive place of jurisdiction is Jiading, Shanghai, China and Changshu, Jiangsu, China.. However, FRAENKISCHE may sue the supplier at their general place of jurisdiction or at any other place of infringement.  
专属管辖地是上海嘉定以及江苏常熟。然而，FRAENKISCHE 可在一般管辖地或任何其他侵权地起诉供应商。
- 18.3 The laws of the People's Republic of China apply. If the supplier is not domiciled within the People's Republic of China, FRAENKISCHE may also assert the law that applies at the supplier's domicile or the law of the place of infringement.  
中华人民共和国的法律适用。如果供应商不在中华人民共和国境内，FRAENKISCHE 也可拥护在供应商所在地适用的法律或侵权地的法律。
- 18.4 These General Terms and Conditions of Purchase remain binding in general even in the case of legal invalidity of individual provisions.  
通常，即使个别条款在法律上宣告无效，本一般采购条款与条件仍具有约束力。
- 18.5 This document is available in English and Chinese language. In case of discrepancies between the two different text versions, the Chinese text shall prevail.  
本文件提供英语和中文版本。如果两个文本版本之间存在差异，则以中文文本为准。

## Addendum to the General Terms and Conditions of Purchase:

### Special Provisions for the Purchase of Machinery and Equipment

#### 一般采购条款与条件附录：

#### 机械设备采购的特殊条款

These special provisions form an addendum to the General Terms and Conditions of Purchase and apply to all orders and the purchase of machinery and equipment. To the extent that changes are made to the General Terms and Conditions of Purchase in the following sections, these have priority over the General Terms and Conditions of Purchase. All other provisions of the General Terms and Conditions of Purchase remain unaffected.

本特殊条款构成一般采购条款与条件的附录，并且适用于机械设备的一切订单和采购。一般采购条款与条件在以下条文中做出了更改，以该等更改为准。一般采购条款与条件的所有其他条款仍不受影响。

## 3. Delivery Time, Delay

### 交付时间，延迟

3.1 sentence 2 is changed as follows:

第 3.1 条第 2 句更改如下：

The timeliness of deliveries depends on the receipt by the receiving office specified by FRAENKISCHE; the timeliness of deliveries/performances depends on their acceptance.

交付时效性应以 FRAENKISCHE 指定的接收办事处收到为准；交付/履行时效性应以其验收为准。

## 4. Passing of Risk, Shipping, Ownership

### 风险转移、发货、所有权

4.1 is changed as follows:

第 4.1 条更改如下：

In case of deliveries/performances with assembly and installation, the risk passes upon acceptance by FRAENKISCHE. Formal acceptance is required, which shall be executed within 2 weeks after completion of the delivery/performance and written notification of completion to FRAENKISCHE. An acceptance protocol shall be set up. For deliveries without assembly or installation, the risk passes upon arrival of the delivery at the receiving office specified by FRAENKISCHE.

如果交付/履行时进行组装与安装，FRAENKISCHE 验收后风险发生转移。完成交付/履行并且向 FRAENKISCHE 发出书面完成通知后 2 周内必须进行验收。应制定验收协议。如果交付时无需进行组装或安装，则货物抵达 FRAENKISCHE 指定的接收办事处后，风险发生转移。

## 5. Payment

### 付款

5.2 is changed as follows:

第 5.2 条更改如下：

The terms of payment are agreed separately between the two contracting parties and included in the order. Just in case no terms of payment are included in the order or these are incomplete, 5.2 of the General Terms and Conditions of Purchase shall apply.

付款条件由合同双方单独约定，并在订单中体现。如果订单中不包含付款条件或付款条件不完整，一般采购条款与条件第 5.2 条应适用。

## 6. Value and Cost Analysis

### 价值与成本分析

This provision does not apply and is deleted.  
本条款不适用并且删除。

## Addendum to the General Terms and Conditions of Purchase: Special Provisions for Orders and the Purchase of Services

### 一般采购条款与条件附录：

#### 服务订单和采购的特殊条款

These special provisions form an addendum to the General Terms and Conditions of Purchase and apply to all orders and the purchase of services. To the extent that changes are made to the General Terms and Conditions of Purchase in the following sections, these have priority over the General Terms and Conditions of Purchase. All other provisions of the General Terms and Conditions of Purchase remain unaffected. 本特殊条款构成一般采购条款与条件的附录，并且适用于服务的一切订单和采购。一般采购条款与条件在以下条文中做出了更改，以该等更改为准。一般采购条款与条件的所有其他条款仍不受影响。

## 6. Value and Cost Analysis

### 价值与成本分析

This provision does not apply and is deleted.  
本条款不适用并且删除。

## 8. Competitiveness

### 竞争力

Provisions 8.1–8.4 do not apply and are deleted.  
第 8.1 条-第 8.4 条不适用并且删除。

## 10. Warranty, Recourse

### 保证、追索权

10.1 is changed as follows:

第 10.1 条更改如下：

A limitation period of three years as of acceptance of the services rendered applies, unless longer periods are required by law or have been offered by the service provider.

除非法律规定的期限更长或服务提供方已提供更长时期，否则自验收所提供的服务起三年为限制期。

10.2 sentence 5 is changed as follows:

第 10.2 条第 5 句更改如下：

Upon receipt of the written notice of defects at the service provider's, the limitation of claims for defects is be suspended. 在服务提供方收到书面缺陷通知后，废除缺陷索赔限制。

10.3 is changed as follows:

第 10.3 条更改如下：

If, in case of poor performance, it is not possible to set the service provider a time limit for supplementary performance due to urgency in order to avert imminent danger or to avoid major damage, FRAENKISCHE shall be entitled to carry out

the supplementary performance by themselves at the expense of the service provider without having set a time limit.

如果履行不满意，因紧急情况不可能设定服务提供方为了避免迫在眉睫的危险或避免重大损害而追加履行的期限，在未设定期限的情况下，FRAENKISCHE 有资格自行追加履行，由此产生的费用由服务提供方承担。

10.4 is changed as follows:

第 10.4 条更改如下：

If the service is provided again as part of supplementary performance, the limitation shall begin anew, unless FRAENKISCHE had to assume – in view of the service provider's behavior – that the service provider did not feel obliged to the measure, but felt the supplementary performance was only a gesture of goodwill or similar reasons. 如果作为追加服务的一部分又提供服务，限制重新开始，除非 FRAENKISCHE 不得不假定——鉴于服务提供方的行为——服务提供方认为其没有义务采取措施，但认为追加履行只是诚恳的意愿或类似原因。

10.6 is changed as follows:

第 10.6 条更改如下：

If FRAENKISCHE has been charged by their own customers, other contractors, or third parties in any other way due to the poor service performance or if FRAENKISCHE therefore adjusts claims by their own customers, other contractors, or third parties to avoid disputes, FRAENKISCHE shall reserve the right of recourse against the service provider.

如果因服务履行不佳，FRAENKISCHE 自身客户、承包方或第三方以任何其他方式向 FRAENKISCHE 收取费用，或如果 FRAENKISCHE 为避免争议调整其客户、其他承包方或第三方提起的索赔，FRAENKISCHE 有权向服务提供方追索。

10.7 is changed as follows:

第 10.7 条更改如下：

FRAENKISCHE is entitled to demand compensation from the service provider with regard to expenses that were borne by FRAENKISCHE in relation to claimants, to the extent that these claim compensation for the expenses necessary for the purpose of supplementary performance, in particular transport, travel, labor, and material costs.

FRAENKISCHE 有资格要求服务提供方赔偿 FRAENKISCHE 承担的与索赔人相关的费用，在此情况下，索赔人要求赔偿追加履行所需的费用，尤其是交通、差旅、劳动力和材料费用。

## 11. Product Liability

### 产品责任

11.2 is changed as follows:

第 11.2 条更改如下：

The service provider is obliged to maintain at their own expense a liability insurance with adequate coverage. On FRAENKISCHE's request, the service provider will submit a copy of the liability insurance policy at any time.

服务提供方有义务购买具有适当范围的责任保险，独自承担由此产生的保险费。只要 FRAENKISCHE 提出要求，服务提供方应随时提交责任保险单的副本。

The following provisions apply additionally:

此外，以下条款适用：

## 19. Confidentiality, Intellectual Property Rights

### 保密，知识产权

19.1 The service provider is obliged to keep confidential all commercial and technical details associated with the orders and contracts as well as all information on

business operations of FRAENKISCHE that are usually not accessible to third parties, and to not exploit the details and information themselves.

服务提供方有义务对与订单和合同有关的一切商业和技术细节以及通常第三方不可查看的关于 FRAENKISCHE 业务经营的一切信息保密，并且不私自利用细节和信息。

- 19.2 The service provider warrants that intellectual property rights of third parties are not infringed by the service performed. The supplier must not conceal from FRAENKISCHE the existence of any intellectual property right.

服务提供方保证，履行的服务不侵犯第三方的知识产权。供应商不得向 FRAENKISCHE 隐瞒任何知识产权的存在。

- 19.3 Any documents and the like ceded by FRAENKISCHE must not be reproduced nor disclosed to third parties nor used for purposes other than the contractual purposes without written consent by FRAENKISCHE. The aforementioned documents remain the property of FRAENKISCHE. They shall be returned automatically without request to FRAENKISCHE if no service order is placed or when a placed service order has been completed.

未经 FRAENKISCHE 书面同意，不得复制或向第三方披露 FRAENKISCHE 让与的任何文件等资料，也不得将其用于实现合同目的之外的用途。上述文件仍归 FRAENKISCHE 所有。如果没下服务订单或已经完成所下服务订单时，应在 FRAENKISCHE 未提出要求的情况下将上述资料自动归还。

## 20. Regarding the Minimum wage regulations in China

### 关于最低工资法的规定

- 20.1 The supplier confirms and warrants that they strictly comply with the provisions regarding minimum wages in accordance with the applicable law within their company. Furthermore, the supplier warrants that they insist on strict compliance with the Minimum Wage Act also with respect to their contractors, and that they obtain corresponding written confirmation of such compliance with the Minimum Wage Act.

供应商确认并保证，在其公司内部，其严格遵守相关规定中关于最低工资的条款。而且，供应商保证其及其承包方坚持严格遵守最低工资法，并且其获得此类遵守最低工资法的相应的书面确认书。

- 20.2 In order to ensure the supplier's compliance regarding the minimum wage provision, FRAENKISCHE has the right of access and control and the right of consent with regard to the assignment of contractors.

为了确保供应商遵守最低工资规定，FRAENKISCHE 有查看权和管控权，并且对承包方的指定有同意权。

- 20.3 The supplier represents that they are not excluded from the award of public contracts.

供应商陈述，其未被排除想授予公共合约之外。

- 20.4 Upon request by FRAENKISCHE, the supplier is obliged to provide proof regarding the payment of minimum wages by the supplier and their contractors, if any, at any time for the last two years relevant with regard to the record requirement in This proof shall be provided by presenting the corresponding records regarding the hours worked and the wages paid for this purpose. Moreover, upon request by FRAENKISCHE, the supplier will allow inspection by FRAENKISCHE of the relevant (anonymized) payrolls.

根据 FRAENKISCHE 的要求，供应商随时有义务按照，提供过去 2 年关于供应商及其承包方最低工资支付的证据，

如有。应通过提交关于工作时间和支付工资的相应记录，提供本证据。而且，根据 FRAENKISCHE 的要求，供应商允许 FRAENKISCHE 检查相关（匿名）工资单。

- 20.5 In the event of violation, the supplier undertakes to pay an appropriate contractual penalty to FRAENKISCHE. The amount of the contractual penalty will be determined by FRAENKISCHE using equitable discretion and may be reviewed by the competent court in case of disputes. 如有违规，供应商承诺向 FRAENKISCHE 支付相应的违约金。如有争议，违约金的金额由 FRAENKISCHE 公平裁量后确定，并可由管辖法院评判。

- 20.6 In the event of charges by third parties against FRAENKISCHE the supplier will keep FRAENKISCHE indemnified against all claims including the costs for legal defense upon the first written request. The assertion of any further claims shall remain reserved.

如果第三方向 FRAENKISCHE 收取费用，提出首次书面要求后，供应商应就一切索赔赔偿 FRAENKISCHE，包括法律辩护费。任何进一步请求权的维护仍保留。

- 20.7 If the supplier violates the provisions stated herein, FRAENKISCHE shall be entitled to terminate the contractual relationship for cause without observing any notice period. This also applies to cases of violation of the agreed obligations to produce proof on the part of the supplier.

如果供应商违背本合同所述条款，FRAENKISCHE 有资格因此终止合约关系，无需遵守任何通知期。本条也适用于供应商违背约定的编制证据的义务的情况。

## Addendum to the General Terms and Conditions of Purchase: Special Provisions for Orders and the Purchase of Raw Materials

### 一般采购条款与条件附录：

#### 原材料订单和采购的特殊条款

These special provisions form an addendum to the General Terms and Conditions of Purchase and apply to all orders and the purchase of raw materials. To the extent that changes are made to the General Terms and Conditions of Purchase in the following sections, these have priority over the General Terms and Conditions of Purchase. All other provisions of the General Terms and Conditions of Purchase remain unaffected. 本特殊条款构成一般采购条款与条件的附录，并且适用于原材料的一切订单和采购。一般采购条款与条件在以下条文中做出了更改，以该等更改为准。一般采购条款与条件的所有其他条款仍不受影响。

## 4. Passing of Risk, Shipping, Ownership

### 风险转移、发货、所有权

4.5 does not apply and is deleted.

第 4.5 条不适用并且删除。

4.6 does not apply and is deleted.

第 4.6 条不适用并且删除。

## 6. Value and Cost Analysis 价值与成本分析

Provision 6 does not apply and is deleted.

第 6 条不适用并且删除。

## 8. Competitiveness 竞争力

Provisions 8.1–8.5 do not apply and are deleted.

第 8.1 条-第 8.5 条不适用并且删除。