

The following provisions are the general terms and conditions of purchase of the following companies: (a) Baumann Federn AG, Ermenswil / CH-8630 Rütli; (b) Baumann GmbH, Friedrich-List Strasse 131, DE-72805 Lichtenstein; (c) Baumann Schlegel GmbH, Friedrich-List Strasse 131, D-72805 Lichtenstein; (d) Prodotti Baumann SRL, Via Brescia 261, IT-25075 Cortine di Nave (BS); (e) Baumann Muelles S.A., Poligono Industrial Gojain C/ Padurea 13, ES-01170 Legutiano; (f) Baumann Ressort SAS, 727 route des Tattes de Borly Boite Postale 3, FR-74380 Cranves Sales ; (g) Baumann Springs s.r.o., Na Novém Poli 384/6, CZ-73301 Karviná – Staré Město; (h) Baumann Springs Co. (S) Pte. Ltd., 33 Gul Lane, SG 629427 ; (i) Baumann Springs (Shanghai) Co. Ltd., 358-2 Shen Xia Road, Jiading District, Forward High Tech. Zone, Shanghai 2011818 CN; (j) BAUMANN SPRINGS USA Inc., 3075 No. Great Southwest, Pkwy. # 100, Grand Prairie, TX 75050 USA; (k) BAUMANN SPRINGS LEÓN S. DE R.L. DE C.V., Kappa 310 y 312, Fracc. Industrial Delta, MEX – 37545 León, Gto. (l) Baumann Springs & Coating Pvt Ltd. 5, Prime Rose Mall, Baner Road Pune, IN 411045

EACH OF THE COMPANIES MENTIONED ABOVE ACTS IN ITS OWN NAME AND ON ITS OWN ACCOUNT

## 1 Definition

"Customer" is the Baumann Group company that accepts the Supplier's offer or the Baumann Group company that submits an offer for the conclusion of a delivery contract to the Supplier which is accepted by the Supplier.

"Product" is the item that must be delivered under a contract concluded between the Customer and the Supplier.

## 2 Scope

2.1 The following terms and conditions of business (GTC) only apply to companies, public sector legal entities, and special funds set up under public law.

2.2 The following GTC apply exclusively; conflicting conditions or diverging conditions of the Supplier are not acknowledged by the Customer unless the Customer explicitly agreed their application in writing.

2.3 In the case of a standing business relationship, these GTC also apply to future contracts.

## 3 Offers, offer documents

3.1 If the Customer submits an order that does not contain any additions, restrictions or other changes compared to a valid binding offer from the Supplier, the offer is validly accepted when the Customer sends out the order, unless the Supplier has revoked its offer before the order was sent.

3.2 The Customer reserves its ownership and intellectual property rights to all illustrations, drawings, calculations and other documents. This also applies for all written documents classified as "confidential". Such documents may only be forwarded to third parties with the explicit written consent of the Customer.

## 4 Prices, payment terms

4.1 Unless a diverging INCOTERMS clause has been agreed, all Supplier's prices are deemed to be DDP INCOTERMS 2010® plus the statutory value added tax that applies on the invoice date. All ancillary costs, such as the costs for freight, insurance, export, transit, import and other permits and certificates are included in the price. The Supplier must also bear all and any taxes, duties, fees and import taxes.

4.2 Unless explicitly agreed otherwise, offers and invoices are issued in the currency of the Customer's facility.

The payment deadline is 90 days net from the invoice date; payments made within 30 days less 2%.

4.3 The date of payment for all methods of payment is the date on which the Customer can no longer access the amount in question.

4.4 In accordance with the contract, the Customer is obliged to pay the purchase price and accept the goods. If the Supplier fails to meet its obligations under this contract or the law, the Customer, irrespective of additional legal claims, can withhold all payments and services.

4.5 If it becomes clear after the conclusion of the contract that the Customer's claim to delivery is jeopardised by the partner's lack of ability, the Customer can refuse performance and set the Supplier an appropriate deadline for delivering the goods against concurrent payment. If the Supplier refuses to deliver against concurrent payment, the Customer is entitled upon expiry of the appropriate deadline to withdraw from the contract and claim the

下述的一般采购条款和条件适用于下列公司: (a) Baumann Federn AG, Ermenswil / CH-8630 Rütli; (b) Baumann GmbH, Friedrich-List Strasse 131, DE-72805 Lichtenstein; (c) Baumann Schlegel GmbH, Friedrich-List Strasse 131, D-72805 Lichtenstein; (d) Prodotti Baumann SRL, Via Brescia 261, IT-25075 Cortine di Nave (BS); (e) Baumann Muelles S.A., Poligono Industrial Gojain C/ Padurea 13, ES-01170 Legutiano; (f) Baumann Ressort SAS, 727 route des Tattes de Borly Boite Postale 3, FR-74380 Cranves Sales ; (g) Baumann Springs s.r.o., Na Novém Poli 384/6, CZ-73301 Karviná – Staré Město; (h) Baumann Springs Co. (S) Pte. Ltd., 33 Gul Lane, SG 629427 ; (i) Baumann Springs (Shanghai) Co. Ltd., 358-2 Shen Xia Road, Jiading District, Forward High Tech. Zone, Shanghai 2011818 CN; (j) BAUMANN SPRINGS USA Inc., 3075 No. Great Southwest, Pkwy. # 100, Grand Prairie, TX 75050 USA; (k) BAUMANN SPRINGS LEÓN S. DE R.L. DE C.V., Kappa 310 y 312, Fracc. Industrial Delta, MEX – 37545 León, Gto. (l) Baumann Springs & Coating Pvt Ltd. 5, Prime Rose Mall, Baner Road Pune, IN 411045

各公司总是实行独立核算。

## 1 定义

"客户"是指因供货协议的订立, 接受供应商报盘的公司、或者是供应商接受其报盘的公司。

"产品"是指按照客户和供应商之间确立的合同必须交付的产品。

## 2 范围

2.1 下面的商业条款和条件 (GTC (一般条款和条件)) 只适用于公司、公共部门合法实体和按公法设立的专项资金。

2.2 下面的一般条款和条件是专用的; 除非客户曾明确书面同意, 否则客户不接受供应商的冲突条款或分歧条款。

2.3 对于长期的业务关系, 这些GTC也适用于未来的合同。

## 3 报价、报价文件

3.1 与供应商的有效实盘相比, 如果客户提交不含任何附加条件、约束或其他变更的订单, 除非供应商在发出订单前撤销其询盘, 否则当客户发出订单时该询盘被有效接受。

3.2 客户保留对所有插图、图纸、计算结果和其他文件的所有权及知识产权。这也适用于所有被定为"confidential(机密)"的文件。有客户明确的书面同意才可以将这类文件转寄给第三方。

## 4 价格、付款条件

4.1 除非已经接受了与INCOTERMS (国际商会国际贸易术语解释通则) 有分歧的条款, 否则所有供应商的价格被视为DDPINCOTERMS 2010®加上发票开具时要交的法定增值税。所有附带的成本, 如运费、保险费、出口费、转运费、进口和其他许可和证照费包含在报价中。供应商也必须承担所有任何的税、关税、费和进口税。

4.2 除非有明确同意, 否则询盘和发票的货币是客户方的货币。

付款最后期限是发票开出后90天;  
30天内付款减掉2%。

4.3 所有付款方式的付款日期是客户不再有权使用被占金额的日期。

4.4 根据合同, 客户须支付购买价并接受货物。如果供应商不能满足合同或法律限定的义务, 不论其他的合法索赔, 客户会扣留所有的付款并拒绝服务。

4.5 如果合同订立后很明显客户的交货要求被合作伙伴的能力缺失所破坏, 那么客户能拒绝履行并给供应商设定合适的最终期限来按已付货款交付产品。如果供应商拒绝对已付货款交货, 当合适的最终期限到期时客户有权利撤回合同并索要损失的付款。

4.6 如果未约定有约束力的订单数量, 那么供应商必须按用户指明的不具约束力的订单数量 (目标数量) 为基础计算。

## 5 交货范围、交货日期、交货量

5.1 除非另有约定, 否则, 当在约定日期在合同履行地收到货物时, 交货日期被满足。

5.2 只有经过明确的同意, 才允许部分交货。

5.3 必须达到约定的交货量。只有经明确的书面同意, 才允许增加或减少制造量。

## 6 船运、风险转移

6.1 如果客户能在约定的日期处理交付的货物, 那么交货日期或最后期限被满足。

6.2 相反, 如果货物未依照 INCOTERMS 2010®交付并且没有什么协议, 那么将货物移交的风险转移给合同履行地的第一个接收方。

payment of damages.

- 4.6 If no binding order volume has been agreed, the Supplier must base its calculation on the non-binding order volume (target volume) indicated by the Customer.

## 5 Scope of delivery, delivery date, delivery volumes

- 5.1 Unless agreed otherwise, the delivery date has been met if the goods are received at the place of performance on the agreed date.
- 5.2 Partial deliveries are only permitted if agreed explicitly.
- 5.3 The agreed delivery volumes must be met. Manufacturing-related volume increases or decreases are only permitted if explicitly agreed in writing.

## 6 Shipment, transfer of risk

- 6.1 The delivery date or deadline has been met if the Customer can dispose of the delivered goods on the agreed date.
- 6.2 If the goods are not delivered in accordance with INCOTERMS 2010® and nothing to the contrary has been agreed, the risk is transferred with the handover of the goods to the first recipient at the place of performance.

## 7 Intellectual property rights

- 7.1 The Customer undertakes to inform the Supplier of any third-party claims to intellectual property rights to the delivered products within 14 days. If such third-party claims to intellectual property rights are asserted, the Customer may require the Supplier to make the necessary changes to the delivered and paid goods at its own costs. This will not affect any further claims.
- 7.2 If the Supplier is prohibited from manufacturing or delivering a product by a third party on the basis of a claim to intellectual property rights, the Customer is entitled to refuse to fulfil its acceptance obligations until the legal situation has been investigated by the Customer and the third party, unless the Customer is responsible for the violation of the intellectual property rights.
- 7.3 If the Customer's refusal to accept products incurs costs, the Supplier is obliged to reimburse these costs.
- 7.4 If the Customer's refusal to accept products leads to damage or loss, the Supplier is obliged to pay for the damage, unless the Supplier is not responsible for violating the intellectual property rights.
- 7.5 If the continuation of the transaction is delayed significantly, the Customer is entitled, irrespective of any other rights, to withdraw from the transaction.
- 7.6 The Supplier indemnifies the Customer against all corresponding third-party claims.

## 8 Quality assurance

- 8.1 Product and production process development must be carried out in accordance with Section 7.3 EN ISO 9001:2008.
- 8.2 The Supplier must have a process that ensures the quality of the procured products (see Section 7.4.3 EN ISO 9001:2008). To this end, one or more of the following methods must be applied:
- Acquisition and evaluation of statistical data by the Supplier,
  - Receiving inspection, e.g. spot checks based on performance,
  - Assessment or audit of production locations of sub-suppliers by the Supplier or an independent third party, combined with records regarding the contractual quality of the delivered products,
  - Assessment of components by a prescribed test laboratory,
  - Another method agreed with us.
- 8.3 The Supplier is not authorised to make any changes to products, processes, technical data, specifications, materials, quality criteria, dates or delivery volumes or to relocate manufacturing plants if these changes will affect our requirements of the product.

## 9 Liability for defects

- 9.1 The Supplier must deliver goods that conform to the requirements of the contract with regard to quality and type as well as packaging and containers. The goods must in particular be suitable for the purpose announced to the Supplier upon conclusion of the contract. If the Supplier prepared an initial sample, the goods must exhibit all the properties of the initial sample. If the purpose known to the Supplier cannot be reached with the properties of the initial sample, the goods do not conform to the contract. This

## 7 知识产权

- 7.1 任何第三方主张拥有已交付产品的知识产权，客户有义务在14天内告知供应商。如果有第三方明确地宣称对知识产权的所有权，那么客户可以要求供应商对交付的货物做必要的更改，费用由供应商自行承担。它不影响任何进一步的索赔。
- 7.2 如果第三方根据对知识产权的所有权，禁止供应商制造或交付产品，那么在客户和第三方完成法律情况调查前，客户有权拒绝执行其验收义务，除非客户对违背知识产权的后果负责。
- 7.3 如果客户拒绝验收产品而产生费用，供应商有义务偿还这些费用。
- 7.4 如果客户拒绝验收产品导致损坏或丢失，供应商有义务支付损坏费用，除非供应商对违反知识产权不负责。
- 7.5 如果交易的延续被严重推迟，不论任何其他的权利，客户有权撤回交易。
- 7.6 供应商偿还客户所有相应的第三方的索赔。

## 8 质量保证

- 8.1 产品和生产工艺的开放必须依照EN ISO 9001:2008第7.3节实行。
- 8.2 供应商必须有保证采购产品质量的工艺（见EN ISO 9001:2008第7.4.3节）。为了这个目的，必须采用下面的一个或多个方法：
- 由供应商获得和评估统计数据，
  - 根据质量情况进行检查，如随机突击检查，
  - 供应商或独立的第三方对下级供应商的生产场所进行评估或审核，并对交付产品的契约性作记录。
  - 由指定的测试实验室测试部件。
  - 经我们同意的其他方式。
- 8.3 如果会影响到我们的产品要求，那么供应商无权对产品、工艺、技术数据、规范、材料、质量标准、日期或交货量做任何更改或搬迁制造工厂。

## 9 质量缺陷责任

- 9.1 供应商必须交付符合合同关于质量和类型以及包装和装箱要求的货物。合同订立时，货物必须特别适于供应商宣称的用途。如果供应商准备过一个原始样品，那么货物必须跟原始样品的性能一样。如果原始样品的性能不能满足供应商所知的用途，那么货物不符合合同要求。即使客户确认了原始样品通过，这条也适用。
- 9.2 如果供应商不知道用途或未准备原始样品，那么如果货物适于同类货物常用的用途，货物才合乎合同的标准。
- 9.3 除非合同方另有约定，否则只有货物满足接收方国的标准要求，货物才符合合同标准。如果供应商知道货物将用在数个国家，只有货物满足供应商所知的所有接收方国的要求，货物才符合合同标准。
- 9.4 如果客户自发现问题或应该已发现该问题起适当的时间内未通知供应商，客户失去提出货物不符合合同要求的权利。最终日期必须依照适用的法律确定。
- 如果货物不符合合同标准，客户可选择要求改正缺陷或要求替换。如果选择改正缺陷，供应商有义务承担改正缺陷造成的所有费用，特别是运输费、基础设施费、工费和材料费。
- 9.5 如果维修失败，客户可要求降价或撤销合同。
- 9.6 客户也可依照法定条款要求对损失索赔。

## 10 客户的撤回权、无固定期限合同的终止

- 10.1 如果发生无法预见和超出客户控制的事情，根本改变业务影响或服务内容，或影响客户的运营，又或非客户原因造成合同履行无法完成，客户有权全部撤回合同或者部分撤回（除非向供应商要求接受部分撤回是不合理的）。该条款不影响任何其他撤回的法定权利。
- 10.2 这种撤回不授予供应商任何对损失索赔的权利。即使与供应商已经达成延长交货最终期限的协议，如果客户希望行使其撤回权，客户必须告知供应商其撤回意图。
- 10.3 客户可为无固定期限合同提供三个月的终止通知。

## 11 履行地、仲裁法庭、其他事项

- 11.1 除非另有明确约定，履行地是客户公司的注册地。
- 11.2 如果供应商是经销商、公共部门合法实体或依公法设立的专项资金，与该合同相关的所有争议或争议的合法性最终依照德国仲裁机构（DIS）确定，不诉诸普通法庭。
- 如果客户在欧洲，仲裁地是苏黎世。如果客户在亚洲，仲裁地是香港。如果客户在北美或南美，仲裁地是纽约。
- 必须有三个仲裁人。
- 当提交仲裁诉讼文件（可以在[www.dis-arb.de](http://www.dis-arb.de)下载）申请时，仲裁法令生效。
- 11.3 如果这些一般条款和条件的任何一个条款，或某个条款的一部分是无效的或成为无效的，那么其余的条款或某个条款的剩余部分将保持有效。

also applies if the Customer approved the initial sample.

- 9.2 If the Supplier is not aware of the purpose or did not prepare an initial sample, the goods only conform to the contract if they are suitable for the purposes for which goods of the same kind are usually used.
- 9.3 Unless agreed otherwise by the parties, the goods conform to the contract if the goods meet the requirements of the recipient country. If the Supplier knows that the goods will be used in several countries, the goods only conform to the contract if they meet the requirements of all the countries known to the Supplier as recipient countries.
- 9.4 The Customer loses the right to plead non-conformity of the goods with the contract if it does not notify the Supplier of non-conformity within a suitable period from the date on which it identified or should have identified this circumstance. This deadline must be determined in accordance with the applicable law.
- If the goods do not conform to the contract, the Customer can choose to demand the rectification of defects or the delivery of substitutes. If the rectification of defects is chosen, the Supplier is obliged to bear all the costs incurred for the removal of all defects, in particular the costs of transport, infrastructure, work and materials.
- 9.5 If the rectification fails, the Customer can either demand a price reduction or withdraw from the contract.
- 9.6 The Customer can also claim damages in accordance with the statutory provisions.

## 10 Customer's withdrawal right, termination of open-ended contracts

- 10.1 If anything unforeseen and outside the control of the Customer happens that materially changes the business impact or content of the service or materially affects the Customer's operations or if the performance of the contract subsequently proves impossible for reasons for which the Customer is not responsible, the Customer has the right to withdraw from the contract in part or in whole, unless it is unreasonable to expect the Supplier to accept a partial withdrawal. This clause does not affect any other statutory rights of withdrawal.
- 10.2 Such a withdrawal does not grant the Supplier any right to claim damages. If the Customer wishes to exercise its right of withdrawal, it must inform the Supplier of its intention, even if an extension of the delivery deadline has already been agreed with the Supplier.
- 10.3 The Customer can give three months' notice of termination for open-ended contracts.

## 11 Place of performance, arbitration court, miscellaneous

- 11.1 Unless explicitly agreed otherwise, the place of performance is the registered office of the Customer.
- 11.2 If the Supplier is a merchant, a public sector legal entity or an agent for a special fund set up under public law, all disputes in connection with this contract or its validity are finally settled in accordance with the arbitration rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts.
- If the Customer is located in Europe, the seat of arbitration is Zurich. If the Customer is located in Asia, the seat of arbitration is Hong Kong. If the Customer is located in North or South America, the seat of arbitration is New York.
- There must be three arbitrators.
- The arbitration rules that are valid when the arbitration proceedings are filed apply (can be downloaded at: [www.dis-arb.de](http://www.dis-arb.de))
- 11.3 If any provision or part of a provision of these GTC should be or become ineffective, the remaining provisions or part of a provision will remain effective.

## 12 International contracting partners

If the Supplier is located abroad, the following applies in supplementation or in deviation of the above:

- 12.1 German law applies exclusively.
- 12.2 If there are contradictory contractual offers and declarations of acceptance, the delivery is deemed to be a new offer that complies with the Customer's last declaration.
- 12.3 In the case of a defective delivery, the Customer is at all times entitled to demand the cancellation of the contract.
- After the defects have been notified, claims based on contractual

## 12 国际合作伙伴

如果供应商在国外，下面的条款作为上面条款的补充或修正使用：

- 12.1 只使用德国法律。
- 12.2 如果有矛盾的合同报价和申报承兑，该货物将被认为是根据客户最终申报的新报价的货物。
- 12.3 对于违反合同的交货，客户在任何时候有权要求撤销合同。
- 在告知缺陷后，不论缺陷告知的日期，在保修期限内任何时候可要求按照合同违约的情况进行索赔。
- 12.4 对损失的索赔不限于可预见的损失。
- 12.5 如果在第12章节的任何条款与宝马集团采购通用条款和条件的其他条款冲突，那么在第12章中的条款优先。
- 12.6 合同语言是德语。如果合作伙伴也使用其他语言，那么以德语版本为准。

violations can be asserted at any time during the warranty period, regardless of the date on which the defects were notified.

- 12.4 Claims for damages are not limited to foreseeable loss or damage.
- 12.5 If any clause in section XII contradicts the other provisions of the General Terms and Conditions of Purchase of the Baumann Group, the clause in section XII takes precedence.
- 12.6 The contract language is German. If the contracting partners also use another language, the German version will prevail.