



**General Terms and Conditions of Purchase and Contract
of Sika Automotive Tianjin**

西卡汽车零部件（天津）有限公司采购订单一般购买条件

This general purchasing condition is part of PO

此一般购买条件适用于双方之间所有的采购订单

1. Scope 范围

1.1. These General Purchase Conditions apply to all goods purchased by Sika ("Goods") from Supplier and are incorporated into every Purchase Order issued by Sika to Supplier ("Order") except where Sika and Supplier (each a "Party" and collectively, the "Parties") have concluded a separate written supply agreement. Modifications to these General Purchase Conditions or the Order placed by Sika are only valid, if they have been agreed upon by both Parties in writing. General Sales Conditions of the Supplier only apply if accepted in writing by Sika.

本一般购买条件适用于 Sika 从供应商购买的所有货物（“货物”）并纳入 Sika 向供应商签发的每份购买订单（“订单”），除非 Sika 与供应商（各自称为“一方”，合称为“双方”）已达成单独的书面供应协议。对本一般购买条件和 Sika 所发订单的修改只有经双方以书面形式同意后方为有效。供应商的一般销售条件仅在经 sika 书面接受后适用。

1.2. Type of Goods to be supplied, their quantity and their required specifications of the Goods are defined in the Order and/or all other written documentation made available by Sika to Supplier and in Supplier's offer. In case of conflicts between contractual documents of the same nature with respect to the type of Goods to be supplied, their quantity and their required specifications, the document bearing the later date has priority.

所供货物的种类，数量以及所要求的货物规格在订单/或 Sika 提供给供应商的所有其他书面文件中以及供应商的要约中确定。如具有相同性质的合同文件之间就待供货物种类，数量以及所要求的货物规格出现不一致的情况，则以日期较后的文件为准。

2. Order 订单

2.1. The Order is deemed accepted upon receipt of an according Order confirmation from Supplier or upon beginning of the delivery of the according Goods, whichever occurs earlier. Any and all terms conditions, or provisions specified by Supplier in its acceptance, confirmation or acknowledgement of Sika's Order that change, modify or differ from the terms of the Order and these General Purchase Conditions are rejected and null and void.

订单从 Sika 收到供应商相应的订单确认书或者开始交付相应货物（以较早发生者为准）时视为接受。供应商在其接受，确认或承认 Sika 订单时所列明的变更，修改或修订订单和本一般购买条件条款的任何及一切条款条件或条文均不予采购并归为无效。

2.2. Sika reserves the right to request adjustments to Orders. Supplier shall use best efforts to comply with such requests. The Parties mutually agree on any amendments to the Purchase Price, if any, as a result of such adjustments.

Sika 保留要求对订单做出调整的权利。供应商应尽其最大努力遵照此等调整要求。双方相互同意因上述调整而对购买价格做出的任何修改（如有）。

3. Purchase Price and payment terms 一购买价格和支付条款

3.1. Unless otherwise stated the Purchase Price indicated in the Order includes packaging, all taxes (but with the exclusion of any value added tax, if applicable), fees, duties, delivery charges (in accordance with agreed delivery terms) and any other charges applicable to the deliveries. It also covers all services provided by Supplier under this Order.

除非另有规定，订单中所示的购买价格包括安装费，全部税款，费用以及送货费(根据商定的交付条款确定)以及与交付有关的任何其他收费。购买价格还涵盖供应商在本订单项下提供的一切服务。

3.2. Payment terms are as stated in the Order. 支付条款在订单中规定。

4. Delivery 交付

4.1. Unless agreed otherwise in writing delivery time for the Goods is as stated in the Order. The agreed delivery time is of the essence and Supplier shall be liable for any and all damages, including without limitation consequential damages, incurred by Sika as a result of a delay in delivery. Without limiting its duty to deliver on time Supplier must immediately notify Sika of any circumstances which may delay the delivery of the Goods. Partial deliveries are only permitted if agreed by Sika.

除非另行书面商定，货物的交付时间如订单所规定。商定的交付时间至关重要，对于因交付延迟而给 Sika 造成的任何及一切损害（包括但不限于间接损害），供应商应承担赔偿责任。供应商除履行按时交付义务外，必须将任何可能延迟交付货物的情况立即通知 Sika。只有 Sika 同意，方允许部分交付。

4.2. Together with the delivery of Goods, Supplier shall also deliver all technical documentation and quality certificates as required for the use of the Goods and / or as stated in the Order.

在交付货物的同时，供应商还应交付为使用货物所需的和/或在订单中所规定的一切技术文件和质量合格证书。

4.3. Unless otherwise stated in the Order, delivery term is DDP (Incoterms 2010) to the place named in Sika's order.

除非订单中另有规定，交付条款为 DDP 完税后交货（《2010 年国际贸易术语解释通则》）至 Sika 订单中指定的地点。

4.4. Benefits and risk shall pass to Sika upon delivery of the Goods in accordance with the agreed delivery terms.

在按照商定的交付条款交付货物后，利益和风险应转移至 Sika。

5. Guarantee 保证

5.1. Supplier guarantees that all Goods delivered are in conformity with the Order either for the period as stated in the Order or as provided by the applicable law ("Guarantee Period"). This means that the Goods will be fit for the purpose for which Sika destines them, provided that either the Supplier has been informed of such purpose or the same was otherwise reasonably known to it. Supplier further guarantees that the Goods are in conformity with the agreed specifications and approved samples, that they are free from faults in design, construction, manufacture and material, that they satisfy mandatory regulations relating to inter alia health, safety and the environment, valid in the country of delivery and, in as far as known to the Supplier, the country of destination and that they do not infringe any third party's intellectual property rights.

供应商保证，交付的所有货物均在订单所述期限或使用法律规定的期限内（“保证期”）与订单相符。即货物符合 Sika 指定的目的，但条件是已将此等目的通知供应商或者供应商在合理情况下应当知晓该目的。供应商进一步保证，货物符合商定的规格和核准的样品一致，货物符合交付地国以及供应商目前所知的目的地国有效的涉及包括健康，安全和环境等事项在内的强制性法规，而且，货物不侵犯任何第三方的知识产权。

5.2. Sika's obligation to inspect the delivered Goods is limited to correct type of Goods and correct quantity. Every inspection and notification of defects by Sika within the Guarantee Period shall be deemed as having been made in time; Sika is not bound to a certain notice period.

Sika 检验交付货物的义务仅限于正确的货物种类和正确的数量。Sika 在保证期内的每一次检验和对瑕疵的每一次通知均应被视为及时做出；Sika 不受特定通知期的限制和约束。

5.3. If the Goods are not in conformity with the Order, Sika may, at its discretion, require that the defective Goods be repaired or replaced, or that the missing part or parts be delivered, without prejudice to Sika's other rights under these General Purchase Conditions or under the law, including but not limited to right to rescind the Order and the right to claim consequential damages.

如果货物与订单不符，Sika 有权自行决定要求对瑕疵货物进行修理或更换，或者要求交付缺失的部分；上述要求不影响 Sika 在本一般购买条件或法律项下的其他权利，包括但不限于撤销订单的权利以及主张间接损害赔偿的权利。

5.4. In the event of rejection, Sika shall inform Supplier as soon as possible thereof, giving the reason which lead to the rejection. At Sika's discretion, rejected goods will be returned by Sika to Supplier or retained by Sika until Supplier has given Sika further instructions as to their disposal within 5 working days.

如果 Sika 拒绝接收，Sika 应尽快通知供应商，并说明导致拒收的原因。Sika 有权选择将被拒收的货物退回给供应商或者暂留货物至供应商在 5 个工作日内向 Sika 发出进一步如何处置指示。

6. Confidentiality 保密

6.1. All data and information obtained from Sika whether verbally or in writing shall be applied by the Supplier for the execution of the Order(s) only. All such data and information shall remain Sika's property and if in written form shall be returned to Sika immediately upon its first request, together with all copies thereof.

不论供应商是通过口头还是书面形式从 Sika 获得的一切数据和信息仅限于为履行订单而使用。该等所有数据和信息均仍为 Sika 的财产，如果该等数据和信息以书面形式提供，则供应商应在 Sika 首次要求后立即将其与所有复印件一起退还给 Sika。

6.2. All data and information shall be kept in strictest confidence by the Supplier and he shall not refer thereto nor to the fact that he supplies or has supplied Sika in any publications, advertisements or other verbal or written form unless with Sika's prior written approval.

供应商应对所有数据和信息予以严格保密，未经 Sika 事先书面批准，供应商不得在任何出版物、广告中或以其他口头或书面形式提及该等数据和信息，亦不得提及供应商向 Sika 供货或已向 Sika 供货的事实。

7. Improper performance 不当履约

Improper performance of the Supplier will render the Supplier in default immediately, without notice of default being required. The Supplier must compensate Sika for all damage resulting from negligence of the Supplier in the performance of the Order or of a wrongful act of the Supplier, which includes all damages incurred by Sika as a result of third party claims.

供应商的不当履约将立即造成其违约而无须发出违约的通知。供应商必须就其在履行订单过程中的过失或其不当行为造成的 Sika 的全部损失承担赔偿责任，其中包括 Sika 因第三方索赔而发生的一切损失。

8.Additional Provisions 补充条款

8.1. Late assertion of a right or waiving a right in a particular case shall not be deemed as a waiver of any of Sika's contractual or statutory rights.

在某一特定情况下主张或放弃某项权利不得被视为放弃 Sika 的任何合同或法定权利。

8.2. The Order may not be assigned to a third party without Sika's prior consent. Notwithstanding the foregoing, it is understood and agreed that Sika shall be entitled to assign the Order to other companies of the Sika Group.

未所 Sika 事先同意，订单不得转让给第三方。虽有前述规定，双方理解并同意 Sika 有权将订单转让给 Sika 集团的其他公司。

8.3. All offers, Orders, contracts and these General Purchase Conditions shall be governed by the material laws of the country in which Sika has its legal domicile. The UN Convention on International Sale of Goods ("CISG") shall not apply. All disputes between Sika and the Supplier that ensue from an Order will be submitted the Court having jurisdiction over Sika, without prejudice to Sika's right to submit a dispute to the court that would be competent absent this clause.

所有要约，订单，合同以及本一般购买条件将适用 Sika 法定住所地国的实体法。《联合国国际货物销售合同公约》（“CISG”）不适用。在 Sika 与供应商之间因订单引起的一切争取将提交给 Sika 所在营业地法院管辖，且不影响在无本条约定情况下 Sika 将争议提交有管辖权法院的权利。

Tianjin, January 2019

Sika Automotive Tinajin, China

请回签以确认订单

Please acknowledge by

signing & return by fax