

Purchase order/Contract Terms & Conditions

采购订单/合同的条款及细则

1. Definitions:

定义:

Supplier means the company supplying the supplies; Trelleborg means Trelleborg Antivibration Solutions (Suzhou) Co., Ltd.

供应商指供应货物的公司，特瑞堡指特瑞堡减振技术（苏州）有限公司。

2. Packing:

包装:

To be packed in strong wooden cases suitable for long distance ocean/air/land freight transportation and well protected against dampness, moisture, shock, rust and rough handling or similar. The Supplier shall be liable for any damage to the commodity and expenses incurred on account of improper packing attributable to inadequate or improper protective measures taken by the Supplier in regard to the packing. The Supplier shall provide all documentation required by Trelleborg, by the carriers involved and by the authorities of the Country/Port of destination.

使用适合于长途海运/空运/陆运并能完全防潮、防湿、抗振、防生锈、且不受粗暴搬运等影响的牢固木箱包装。供应商对由于未对包装采取充分的或适当的保护措施的不适当包装行为所引发的商品的任何损坏及费用承担责任。

供应商提供特瑞堡、所涉及的承运人以及目的地政府所需要的所有文件。

For the purchase of raw materials the Supplier will provide Trelleborg with the identity and volume/amount of all ingredients (and any accepted changes in the ingredients) accompanied by the appropriate material safety data sheets ("MSDS"), physical and chemical reports of analyses or tests conducted to ensure that raw materials delivered, or raw materials used in the items delivered, conform to the specifications required by the Purchase Order/Contract and prevailing law.

供应商应提供所特瑞堡采购原材料的性能及所有配料的用量（含任何已经同意的配料变更），并提供适当的材料安全数据表（“MSDS”）、确保原材料质量的物理及化学分析/测试报告、所提供货物中所使用的原材料。所有原材料需符合采购订单/合同中的规格规定并符合相关法律。

3. Shipping marks:

唛头:

On the surface of each package, the package number, measurements, gross weight, net weight and the wording: "KEEP AWAY FROM MOISTURE" "HANDLE WITH CARE" "THIS SIDE UP" according to the characteristics of the goods and the different requirements in transportation and the following shipping mark shall be stencilled.

在每件包装物的表面，须根据货物的特性及不同的运输要求，标注上包装号、尺寸、毛重、净重及“防止潮湿”、“小心搬运”“此面朝上”。

4. Insurance:

保险:

Without prejudice to the liabilities of the Supplier under the Purchase Order/Contract, the Supplier shall maintain with a reputable insurer sufficient insurance cover to meet its liabilities under the Purchase Order/Contract. In no event shall such insurance cover be less than ten times the value of the Purchase Order/Contract.

在无损于供应商在采购订单/合同下的责任的前提下，供应商应在信誉良好的保险公司持续购买足够金额的保险，以履行其在采购订单/合同下的责任。但在任何情况下，保险金额均不得少于采购订单/合同价值的10倍。

Supplier agrees to furnish to Trelleborg promptly upon request a certificate detailing the specific coverages that it carries for its general and products liability insurance (GLI/PL).

供应商同意，如果特瑞堡要求，将及时为其提供有关特定保险范围详情的一般责任保险和产品责任险（GLI/PL）证书。

5. Trelleborg/Supplier Changes:

特瑞堡/供应商变更相关情况:

Except with Trelleborg's prior written approval Supplier will not make any change to the Supplies, their characteristics, performance, composition, sourcing or production.

除非提前获得特瑞堡的书面批准，否则，供应商不得对供应品、其特性、性能、成分、来源或生产做任何变更。

Trelleborg reserves the right to cancel any undelivered part of the supplies or to request change of the supplies and its delivery, including the packaging, testing requirements, shipping date, or time or place of delivery.

特瑞堡有权取消未交货部分货物或要求调换货物及其交货条款,包括包装方式、测试要求、装运日期或交货时间地点。

The Supplier shall within ten (10) business days of receipt of a change request notify Trelleborg in writing if such change will affect cost or timing and provide substantiation thereof. Where Trelleborg requests a change, at the request of Supplier Trelleborg and the Supplier will negotiate in good faith for an equitable price adjustment (up or down), a change in shipping or delivery terms, or other appropriate adjustment.

供应商应在收到特瑞堡变更通知 10 个工作日内,以书面形式告知特瑞堡如变更将会影响费用或时间并提供相应的支撑文件。如特瑞堡要求变更,应供应商要求,买卖双方应在平等互信的基础上上调或下调价格、调整装运或交货条款或作其他合理调整。

6. Warranty:

保证:

In addition to any other express and implied warranties provided by law or otherwise, Supplier warrants to Trelleborg that it has good and marketable title to the Goods and that the Goods shall be: (i) new; (ii) free and clear of any and all liens and encumbrances; (iii) conform with all specifications, drawings, samples and other descriptions furnished by Trelleborg or offered by Supplier; (iv) free from all defects in design (to the extent designed by Supplier), workmanship and materials; (v) be of merchantable quality; (vi) be fit and sufficient for the purposes intended by Trelleborg – to the extent known by Supplier; (vii) conform to all applicable laws in the country of production and delivery; (viii) do not infringe patents or other intellectual property rights of third parties;(ix)be no less favourable than those that the Supplier offers to any other Customer for Supplies of like grade and quality in similar quantities in price.

除了法律或其他规定所做的任何其他明示和暗示的保证外, 供应商须向特瑞堡保证其对产品拥有合法有效和适销的所有权, 并保证该等产品: (i) 为新产品; (ii) 免于任何和所有留置权和产权负担; (iii) 符合特瑞堡或供应商提供的所有规格、图纸、样品和其他说明; (iv) 无任何设计(指供应商对产品的设计)、工艺和材料缺陷;

(v) 具有适销性; (vi) 充分符合特瑞堡的指定用途(尽供应商所知); (vii) 符合生产国和交货国的所有适用法律; (viii) 不侵犯第三方专利或其他知识产权; (ix) 价格上对于相近数量同种级别和质量的产品的报价, 不能高于供应商对其他客户的报价。

7. Termination:

终止:

Trelleborg may terminate the Purchase Order/Contract in whole or in part by written notice; (i) for convenience, effective thirty (30) days following delivery of a written termination notice; (ii) immediately for default.

特瑞堡可以书面形式全部或部分终止采购订单或合同, 终止形式有以下两种: (i)于递发书面终止通知后三十日生效 (ii)如由于违约原因, 即刻生效。

Supplier shall be in default if it (i) breaches any warranty or other term of the Purchase Order/Contract; (ii) fails to deliver or threatens not to deliver Supplies in accordance with the Purchase Order/Contract; (iii) makes an assignment for the benefit of creditors, or if proceedings in bankruptcy or insolvency are instituted by or against Supplier.

如有以下任何情况, 视为供应商违约: (i) 违反采购订单/合同中的保证条款或其他任何条款; (ii)不能按照采购订单/合同约定递交货物或威胁不递交货物; (iii) 如涉及任何产权留置或破产清偿债务诉讼。

8. Indemnification:

赔偿:

Supplier shall defend, hold harmless and indemnify Trelleborg and its affiliated parties from and against any and all direct costs and expenses arising from or in connection with any damages, injuries or third party claims or demands to recover for personal injury, death, or property damage caused by or arising out of any of the goods or services supplied by Supplier (regardless of whether such claim or demand arises under tort, negligence, contract, warranty, strict liability or other legal theories), except to the extent such injury, damage or loss results from the gross negligence or intentional/wilful acts of Trelleborg.

供应商应为就下述事宜为特瑞堡抗辩、使其免受伤害并向其作出赔偿: 由任何损害、伤害或第三方索赔或要求(对由供应商提供的任何产品或服务导致或引起的个人伤害、死亡或财产损坏进行索赔或要求作出补偿, 且无论该等索赔或要求由侵权、疏忽、合同、保证、严格责任或其他法律理论所引起)引起的或与之相关的任何和所有直接费用, 除非该等伤害、损害或损失由特瑞堡的重大疏忽或蓄意/恶意行为所引起。

9. Assignment and Sub-contracting:

转让和分包:

The Purchase Order/Contract is issued to the Supplier in reliance upon its personal performance of the duties and obligations imposed. Therefore, the Supplier may not assign, delegate, transfer or otherwise dispose of any its obligations under the Purchase Order/Contract without prior written consent of the Trelleborg.

供应商须自行履行向其发出的采购订单/合同所规定的责任和义务。因此，如未事先获得特瑞堡的许可，供应商不得转让、转授、转移或以其他方式处理其在采购订单/合同下的任何义务。

10. Technical documentation and service:

技术文件和服务:

As per the attachment to this Purchase Order/Contract.

技术文件及服务, 根据本采购订单/合同的附件。

The Supplier shall provide the Trelleborg with related products documents, including internal inspection reports、material quality reports、unit weight and delivery documents.

供应商提交货物时提供给特瑞堡相应的资料, 如产品的自检报告、材质单、产品的单件重量、送货单据。

The Supplier shall comply with Trelleborg's specifications as well as with requirements.

供应商必须满足 Trelleborg 的指标以及要求。

The Supplier shall comply with the obligations established under the EU Chemicals REACH Regulation and warrants so to Trelleborg.

供应商应遵循并向特瑞堡保证履行欧盟化工产品 REACH 条款中所规定的义务

A declaration of conformity with all prevailing legal requirements, and if applicable, a hazard analysis, must accompany all Supplies.

所有提供的货物需附有符合现行法律要求的声明, 如适用, 还应提供风险分析。

11. Payment:

付款:

Trelleborg shall pay invoices for Supplies which are properly presented and not subject to dispute according to the payment term in the Purchase Order/Contract from receipt of correct invoice. If the payment date is not a business day, payment shall be due the next business day thereafter.

特瑞堡应在收到正确发票后按照采购订单或者合同约定的付款条款来付清货款, 该等发票须内容恰当且无争议。

如果付款日期为非工作日, 则应顺延至下一工作日付款。

Details refer to Contracted Process Order or Purchase Order.

具体款项见采购订单或者采购合同。

If any as below occurs, the Trelleborg reserves the rights to postpone or refuse payment and reserves the right for claim for compensation. The Supplier should response to the Trelleborg's claim request within 10 days in writing, otherwise the claim request is taken as accepted by the Supplier unconditionally.

在出现下列情况之一, 特瑞堡保留缓付、拒付及索赔权力。供应商应在 10 天内以书面形式答复特瑞堡的索赔要求, 否则将视供应商无条件接受。

If on-time delivery is below 98%, except if caused by special cases or force majeure, payment for same month will be postponed for 15 days. If on-time delivery is below between 95% and 98%, payment for same month will be postponed for 30 days. If on-time delivery is below 95%, payment for same month will be postponed for 60 days.

供应商的不及时到货率在 2%以下 (运输出现特殊情况及不可抗力因素除外), 当月的付款账期在原有的基础上延长 15 天; 不及时到货率在 2%~5%之间, 当月的付款账期在原有的基础上延长 30 天; 当不及时到货率在 5%以上, 当月的付款账期在原有的基础上延长 60 天。

Batch first-entry conformance rate is required to be at least 95%. Otherwise, the total payment for the batch will be deducted by 10% to 100% at Trelleborg's disposal.

产品报检的一次性合格率不低于 95%, 当合格率低于 95%时, 特瑞堡将酌情扣除该批货款的 10%~100%。

If the non-conformance batches reach 2 (2 inclusive) in the same month or 5 (5 inclusive) in the same year, or the non-conformance supplies cause severe quality problems, the Trelleborg will deduct 100% of payment for the whole batch. All expenses for transportation and rework for the non-conformance batch will be borne by the Supplier. And business with the Supplier will be suspended and the Supplier will be re-audited to decide whether it will be accepted as a qualified supplier.

对供应商当月连续 2 次 (含 2 次) 以上或年度累计 5 次 (含 5 次) 以上报检特瑞堡判为不合格批或给特瑞堡后道工序带来重大质量事故, 特瑞堡将扣除该批总货款的 100%。不合格品批的一切运输及返工等费用由供应商承担, 暂停供应商的业务, 视情况对供应商的合格供方资格进行重新评定。

When products with same or potential quality problems are more than 10% of the total order, the Supplier should stop the production in time for a solution. Otherwise, the Supplier bears all the losses incurred unless the misconduct is caused by a third party.

加工过程出现连续或趋向性异常问题超过总数的 10%时, 供应商仍没能及时停产待解决, 若为供应商责任, 供应商将承担其全部损失费用。

12. Inspection/Rejection:

检验/拒绝:

Trelleborg reserves the right to inspect the Goods in accordance with requirements of the Purchase Order/Contract issued by Trelleborg from time to time; however, Trelleborg is not required to perform incoming inspections of any Goods, and Supplier waives any right to require Trelleborg to conduct such inspections. Trelleborg may reject and return at Supplier's risk and expense, or retain and correct, Goods that fail to conform to the requirements of the Purchase Order/Contract even if the nonconformity does not become apparent until the manufacturing or processing stage. Supplier will reimburse Trelleborg for all reasonable expenses resulting from rejection or correction of Goods. Trelleborg's payment for non-conforming Goods shall not constitute acceptance by Trelleborg, limit or impair Trelleborg's right to exercise any rights or remedies or relieve Supplier of responsibility for the non-conforming Goods.

特瑞堡保留根据发出的采购订单/合同要求随时进行产品检验的权利, 但并不一定进行进货检验, 且供应商无权要求特瑞堡进行该等检验。特瑞堡可拒绝并退回(由供应商承担风险和费用), 或保留并校正不符合采购订单/合同要求的产品, 即使直至生产或加工时才发现该等不合格产品。供应商将为特瑞堡报销由于拒绝或校正而产生所有合理费用。特瑞堡对不合格产品付款, 并不构成特瑞堡接受该等产品, 并不限制或有损特瑞堡行使任何权利或展开任何补救措施, 或免除供应商对不合格产品的责任。

The Supplier shall confirm that the manufacturer has made a precise and comprehensive inspection of the goods regarding the quality specification, performance and quantity/ weight and issued the required certificates in that regard before the shipment.

供应商应确认在货物装运前厂商已对产品的质量规格、性能及数量/重量进行了精确的综合检验并出具了所需的证明文件。

13. Confidentiality:

保密条款:

The Purchase Order/Contract and all commercial and secret technical details provided by Trelleborg shall be kept confidential by the Supplier and shall not be divulged to any person or entity except to those of its employees and affiliates who have a need to know for the purposes of fulfilling the Purchase Order/Contract. The Supplier must obtain Trelleborg's written approval before publicly referring to its business relationship with the Trelleborg Group.

供应商应对采购订单/合同及所有商业和秘密技术信息保守机密, 不能泄露给任何个人或公司, 除非信息接收方有必要知道这些信息以便履行采购订单/合同。供应商在公开其与特瑞堡集团的业务关系前必须取得特瑞堡的书面同意。

14. Late delivery and penalty:

延迟交货及罚金:

If the Supplier fails to effect delivery on time as stipulated above in this purchase order, for other reasons than Force Majeure. Then the Trelleborg may terminate this purchase order only if the Supplier fails to ship the items for 10 (ten) weeks after the time of shipment as stipulated in this purchase order. The Trelleborg may also agree to accept late shipment beyond 10 (ten) weeks on conditions that the Supplier agrees to pay a penalty. The rate of the penalty to be charged at 5% of the purchase sum for that part of delivery, which is delayed per commenced seven days of delay, odd days less than seven should count as seven days. The maximum penalty for late delivery should not exceed 25% of the total purchase sum for all supplies.

如果由于除不可抗力外的其他原因造成供应商未能按《外协加工订单》或《订货单》规定的装运时间准时交货且拖延达十(10)周仍未能装运物件的情况下, 特瑞堡可终止此合同。如供应商同意支付罚金, 特瑞堡亦可同意接受延迟超过十(10)周装运的货物。每迟交七(7)日, 罚金按迟交货物价值的百分之五(5%)支付, 不足七(7)日的奇数日应根据七(7)日计算。延迟交货的最高罚金不应超过货物总价值的百分之二十五(25%)。

15. Liability:

责任:

Supplier shall be liable to Trelleborg to pay the liquidated damages under circumstances specified herein. If the service includes supervision of the installation of the Equipment, Supplier shall also be liable for direct physical damage to the plant caused by negligence of the Supplier in performing the service. The Supplier shall also be liable for the quality of installation performed if actually done by the Supplier or by the Suppliers subcontractors, but not otherwise.

The Trelleborg's sole remedies for delays in delivery of Equipment or completion of Service, defective Equipment and Service and failure to meet the performance criteria and all other breaches of Supplier's obligation are as stated herein.

供应商应根据本采购订单/合同规定的情况向特瑞堡支付违约赔偿金。如果供应商的服务包括对设备安装的监管, 则供应商应对由于其在提供服务过程中的过失而对设备造成的直接损坏作出赔偿。如设备实际由供应商或供应商的分包商(而非他方)进行安装, 则供应商亦应对安装质量负责。对于供应商延迟交付设备, 或延迟完成服务, 设备或服务存在缺陷, 以及没有达到运行标准或所有其它违反供应商义务的行为, 特瑞堡唯一可寻求的补救方式如本合同所述。

16. Force Majeure:

不可抗力:

Neither Trelleborg nor Supplier shall be liable to the other for delay or non-performance of their obligations under the Purchase Order/Contract which is due to a cause or causes beyond that party's control ("Force Majeure") which Force Majeure shall include (but not be limited to) Acts of God, civil disturbance, fire, storm, or flood, acts of international state governmental, federal or local authorities, bodies or institutions ("Public Authority"), non-availability of shipping or other transport, lockouts, strikes or other trade disputes, or interruption or breakdown of any communication or data processing services or equipment.

任何一方均不对另一方 ("受影响方") 因超出受影响方控制范围的原因 ("不可抗力") 而延迟履行或不履行其在本合同项下的义务承担责任, 不可抗力包括(但不限于)天灾, 内乱, 火灾, 暴风雨, 洪水, 国际州政府、联邦或地方机关、组织或机构 ("公共机关") 的行为, 船舶或其他运输工具不可用, 罢工, 罢工或其他贸易纠纷, 或任何通信或数据处理服务或设备的中断或故障。

Upon Trelleborg or Supplier (the "Affected Party") being affected by Force Majeure: (i) the Affected Party shall advise the other party of such Force Majeure in writing as soon as reasonably practicable and shall use reasonable endeavours to mitigate the effect of Force Majeure including, but not limited to, a fair and equitable allocation of any remaining supply of goods available to perform the Purchase Order/Contract; (ii) if the Force Majeure ceases to apply the parties shall resume performance of their obligations hereunder as soon as reasonably practicable after the Force Majeure ceases to apply; (iii) if the Force Majeure continues for more than thirty (30) days Trelleborg (but not Supplier) shall be entitled to cancel the Purchase Order/Contract without liability save for any outstanding obligations in respect of Goods delivered to or in the course of delivery to Trelleborg.

一旦受影响方受到不可抗力的影响: (i) 受影响方应在合理可行的情况下尽快以书面形式通知另一方该等不可抗力, 并应尽合理努力减轻不可抗力的影响, 包括但不限于: 公平合理地分配可用于履行采购订单/合同的任何剩余货物; (ii) 如果不可抗力结束, 双方应在不可抗力结束后在合理可行的情况下尽快恢复履行各自在本协议项下的义务; (iii) 如果不可抗力持续时间超过三十(30)天, 特瑞堡(而非供应商)有权取消采购订单/合同, 但与已交付给或正交付给特瑞堡的货物相关的未履行义务不受该等取消的影响。

17. Set Off:

抵消:

In addition to any right of setoff or recoupment provided by law, Trelleborg shall be entitled at any time to set off or recoup against sums payable by Trelleborg to Supplier any amounts for which the Trelleborg is liable to it under any Purchase Order/Contract or other agreements with the Supplier.

除了法律规定的任何抵消或扣除权利外, 特瑞堡还应有权从特瑞堡应向供应商支付的款项中抵消或扣除特瑞堡根据采购订单/合同或与供应商签订的其他协议应抵消或扣除的任何金额。

All rights and remedies reserved to Trelleborg in the Purchase Order/Contract are cumulative with and in addition to all other legal or equitable remedies available to Trelleborg.

特瑞堡可同时享受采购订单/合同中规定的和其他法律规定的受偿权利。

18. Code of Conduct:

行为准则:

The Trelleborg Code of Conduct is available to the Supplier on Trelleborg's webpage (www.trelleborg.com) and the Supplier acknowledges that they will abide by its terms and shall incorporate them in its business and thus observe the rules of fair competition and non-bribery and otherwise conduct business in accordance therewith.

供应商可从特瑞堡网站www.trelleborg.com上获悉特瑞堡行为准则, 并且供应商承诺遵循其条款规定并将此行为准则应用于业务运营中, 遵循公平竞争和不行贿受贿等。

19. Governing Law and Arbitration

管辖法律和仲裁:

Unless otherwise stated in the Purchase Order/Contract the laws of the People's Republic of China shall govern the contract.

除非采购订单/合同另行规定，否则，本采购订单/合同应受中华人民共和国法律管辖。

All disputes arising from the execution of, or in connection with this Purchase Order/Contract, shall be settled by friendly negotiations. If no settlement can be reached through the negotiations, submit the dispute for to Suzhou City Intermediate People's court.

因履行本采购订单/合同引发的或和本合同有关的爭議，應通過友好協商解決。如果通过协商未能解决，可将争议提交苏州中级人民法院。

By accepting this purchase order, you warrant that the iron and/or steel products are (i) not exported from Russia; (ii) not processed and/or manufactured in Russia and (iii) do not contain any Russian origin iron and/or steel input.

接收此采购订单，您需要保证钢铁制品（i）不是从俄罗斯出口的；（ii）不是在俄罗斯加工和/或制造的；（iii）也不包含任何俄罗斯原产的钢铁材料。