

# Purchasing General Terms & Conditions for Works and Goods\*

## 工程和货物的一般采购条款和条件\*



\*shall not apply to supply for serial production  
\*不适用于批量生产

### I. Definitions & Application of T&Cs

条款和条件的定义及应用

- These Purchasing General Terms & Conditions ("GTC") shall apply to all supply contracts of dSPACE Mechatronic Control Technology (Shanghai) Co., Ltd. ("Buyer") for works such as installation or construction works, mechanical engineering, services etc. ("Works") and delivery of goods and machines ("Goods").  
一般采购条款和条件 ("GTC") 适用于德斯基机电控制技术(上海)有限公司 ("买方") 的所有供应合同, 如安装或建设工作、机械设计、服务等 ("工作") 和货物及机器 ("货物") 的供应。
- These GTC shall apply exclusively. Deviating, contradictory or additional terms & conditions of Supplier shall only and insofar become part of the Contract as Buyer expressly agrees to their application in text form (email or telex) to be sufficient. The acceptance of Works/Goods as well as payment does not constitute such an agreement.  
本 GTC 应排他适用。只有经买方以书面形式 (包括电子邮件或传真) 明确同意, 供应商的偏离、矛盾或额外的条款和条件才能包含在合同之中。接受工作/货物以及付款不构成前述同意。

### II. Purchase Orders / Purchase Order Amendment

采购订单及其修订

- Unless otherwise agreed, the Contract is entered upon Buyer issuing a Purchase Order or Purchase Order Amendment and Supplier issuing a corresponding Purchase Order Confirmation or Supplier starting to perform Works/ supply of Goods determined in the Purchase Order or Purchase Order Amendment. Buyer may cancel the Purchase Order or Purchase Order Amendment if Buyer has not received the Purchase Order Confirmation of Supplier within two days of Supplier receiving the Purchase Order or Purchase Order Amendment.  
除非另有约定, 当买方发出采购订单或采购订单修订函, 且供应商发出相应的采购订单确认函或供应商开始进行采购订单或采购订单修订函所确定的工作或提供货物时, 合同即成立。如果买方没有在供应商收到采购订单或采购订单修订函后两日内收到供应商对采购订单的确认, 买方可以取消采购订单或采购订单修订函。

### III. Scope of Supply

供应范围

- The Contract is to be understood as a "turn-key contract" and Supplier is responsible to carry out all measures deemed necessary to attain the contractual purpose and to provide Works/Goods in fully working condition without further remuneration, no matter if these measures have been explicitly mentioned in the contractual documents or not. 本合同将被理解为 "交钥匙合同", 供应商负责执行所有必要的措施以实现合同目的, 并提供处于完全工作状态的工作/货物, 且无需额外报酬, 不管此类措施在合同文件中是否明确提到。
  - These are among others:  
其中包括:
    - Provide specialists and skilled staff capable to provide obligations, 提供专家及能够胜任的专业技术人员;
    - Ensure the implementation of latest technology, incorporating best product quality, energy consumption and operator safety, 保证采用最新的技术, 包含最好的产品质量、能源消耗和操作安全;
    - Provide Goods in brand-new unused manner made from best materials with first class workmanship, 以全新的从未用过的方式提供由最好的材料、一级的工艺制作而成的货物;
    - Obtain all administrative permissions necessary for the Works/Goods, unless otherwise expressly agreed in text form, and 取得工作/货物所需的所有行政许可, 除非另有书面明确约定; 以及
    - Supplier confirms to be a technical expert and to be fully aware of technical requirements of Buyer and Buyer's customer. 供应商确认其为技术专家, 并充分了解买方及买方客户的技术要求。
  - In addition, if the scope of supply includes any Works on Buyer's or Buyer's customer's site, these are among others:  
另外, 如果供应范围包括任何在买方或买方客户的场所进行的工作, 供应商应:
    - Arrange for and provide all equipment, tools, lifting gear, vehicles – whatsoever necessary, 安排及提供所有的设备、工具、起重装置、车辆, 即一切必需物资;
    - Cleaning of the site and waste disposal, 清扫场地, 清理垃圾;
    - Maintain sufficient insurance cover for transport, assembly, commissioning, 在运输、安装、调试方面维持充分的保险;
    - Protect work area against theft, damages, accidents, and 保护工作区域免受偷窃、损害、事故; 以及
    - Scope of work must be carried out without impeding production operations at Buyer or Buyer's customer. 工作范围的开展不得妨碍买方或买方客户的生产作业。
- Supplier shall be responsible for compliance with 供应商应有责任遵守
  - all applicable laws & administrative regulations including but not limited to environmental related laws and regulations, 所有适用的法律和行政规定, 包括但不限于环境相关的法律法规;
  - Buyer's Supplier Code of Conduct, available at [Supplier Code of Conduct](#), 买方的供应商行为规范, 链接: [供应商行为规范](#);

- all applicable export control, customs and foreign trade regulations and 所有适用的出口管制、海关和外贸法规; 以及
- health & safety regulations of Buyer and Buyer's customer while working at their premises. 买方及买方客户的健康与安全条例 (如果在买方和买方客户场所工作时)

- Supplier shall be obliged to inform Buyer about any export control regulations, especially but not limited to those of the Federal Republic of Germany, the European Union, the People's Republic of China or the United States of America effecting the (re-) export of Works/Goods.  
供应商有义务通知买方任何出口管制规定, 尤其是, 但不限于, 德意志联邦共和国、欧洲联盟、中华人民共和国或美利坚合众国现行有效的工作/货物的 (再) 出口管制规定。

### IV. Delivery Terms, Title, Inspection, Delay

交货、所有权、检查、延期

- Unless otherwise agreed, Supplier shall deliver DDP (address specified in PO), according to Incoterms® 2010.  
除非另有约定, 供应商将按照国际贸易术语®2010 的 DDP 条款 (地址详见 PO) 发货
- Title in the Works/Goods shall pass to Buyer free from any liens and other encumbrances upon delivery. In the event of payment of Buyer prior to delivery of Works/Goods, Supplier shall partially transfer the title in the Works/Goods proportionally in relation of the payments effected to the total Contract Price. However, in no event shall risks pass to Buyer prior to final acceptance for Works/Goods or prior to delivery at the designated place for Goods whose nature does not entail final acceptance.  
工作/货物的所有权应于交付时转让给买方, 且不存在任何留置权和其他妨碍所有权转让的权利。如果买方在工作/货物交付之前付款, 供应商将按照已支付款项占合同总价的比例, 部分转让工作/货物的所有权。但是, 任何情况下, 在工作/货物最终验收之前, 或在无需最终验收的货物交付到指定地点之前, 风险都不应转移至买方。
- Delivered Goods are inspected by Buyer upon delivery only with regard to type and quantity and for externally visible damage, especially transport damage. Buyer shall notify Supplier of any defects without undue delay. 在交付时, 买方仅仅检查交付货物的类型和数量, 以及外部可见的损坏, 尤其是运输损坏。如发现任何缺陷, 买方应该及时通知供应商。
- Partial deliveries are not permitted unless expressly agreed in text form. 除非另有书面约定, 否则不允许部分交货。
- Supplier is obliged to inform Buyer without undue delay in text form if timely performance is endangered and shall take all endeavors to reduce or avoid any delay. 如无法按时履行, 供应商有义务立刻以书面形式通知买方, 并尽一切努力减少或避免任何迟延。
- Time is of the essence. If Supplier fails for any reason whatsoever – except for reasons due to Force Majeure as defined in Section 5 or for reasons solely attributable to Buyer – to meet the delivery date and other key-milestone dates specified in the Purchase Order or other contractual documents, Buyer shall be entitled to a penalty for each commenced week of delay of 1% of the Total Contract Price up to a maximum of 15% of the Total Contract Price.  
时间至关重要。除非是因为第五节所定义的不可抗力或仅可归咎于买方的原因, 如果供应商因为任何理由而无法满足交付日期和在采购订单或其他合同文件中规定的其他关键里程碑节点日期, 每延迟一周, 买方有权主张总合同价格的 1% 作为违约金, 最高不超过总合同价格的 15%。
- In addition, Buyer shall be entitled to all proven actual and consequential losses and damages arising from the delayed performance exceeding the agreed penalty. The delivery of any documentation to be provided by Supplier shall be prerequisite for a complete delivery and payment.  
此外, 买方有权主张由于迟延履行而导致的超过约定违约金金额的所有可证明的、实际发生的和间接产生的损失和损害。  
应由供应商提供的任何文件的交付应当被作为完全交付和付款的先决条件。

### V. Force Majeure

不可抗力

- Neither Party shall be liable for any delay in performing or for failure to perform its obligations under a Contract if the delay or failure results from an event of "Force Majeure". For clarification, Force Majeure means an event that was not foreseeable by the affected Party at the time of execution of the respective Contract, is unavoidable and outside the reasonable control of the affected Party, and for which the affected Party is not responsible, provided such event prevents the affected party from performing its obligations under the respective Contract despite all reasonable efforts, and the affected Party provides notice to the other Party within five (5) calendar days from occurrence of the respective event of Force Majeure. Should the force majeure event effecting one party continue for two months, the other party shall be entitled to (partially or fully) rescind the Contract without being obliged for compensation except for work already fully completed.  
如任何一方因为 "不可抗力", 而延迟履行或无法履行合同项下的义务, 其不承担责任。为进一步说明, 不可抗力是指受影响方在签署相应合同时无法预见、不可避免、超出其合理控制的事件。受影响方无需为此承担责任的前提是, 此类事件妨碍受影响方履行相应合同下的义务, 尽管其已尽一切合理努力, 且受影响方应在不可抗力事件发生之日起 5 个日历日之内通知另一方。如果不可抗力事件对一方的影响持续两个月的时间, 另一方有权 (部分或全部) 解除合同, 而无需承担赔偿责任, 已经完全完成的工作除外。

## VI. Inspection, Audit and Assessment 检查、审计和评估

- If requested by Buyer, Supplier will permit Buyer during the term of the Contract and for a period of 7 years following final acceptance or complete delivery of Works/Goods not entailing final acceptance to: (i) examine and copy all pertinent documents, data and other information relating to the Works/Goods and the Contract, (ii) inspect, audit and assess any facility or process relating to the Works/Goods.  
如买方要求，供应商将允许买方在合同期间及最终验收或无需最终验收的工作/货物在完成交货之后的7年内：(i) 检查和复制所有相关的文件、数据、与工作/货物相关的其他信息，以及合同；(ii) 检查、审计和评估与工作/货物相关的任何设施或程序。
- Any on-site visit will be conducted during normal business hours.  
在正常工作时间内可进行任何现场访问。
- Supplier will ensure that Buyer will be entitled to exercise all rights under XI.1 and XI.2, also with regards to sub-suppliers of Supplier.  
供应商将保证买方也有权对供应商的下级供应商实施上述第六条第1款和第六条第2款项下的所有权利。

## VII. Acceptance 验收

- For all Works/Goods whose nature entails final acceptance, final acceptance shall be effected by issuance of a final acceptance protocol after complete performance of Works/Goods and successful acceptance test.  
对于所有需要最终验收的工作/货物，在工作/货物的完全履约和成功验收测试之后，最终验收将根据最终验收协议的签发而生效。
- Use of the Works/Goods or payment shall not constitute final acceptance.  
工作/货物的使用，或者付款，都不构成最终验收。

## VIII. Invoicing, Payment 发票、付款

- Unless otherwise stated in the Contract, all prices for the Works/Goods are firm and are not subject to price escalation for any reason whatsoever.  
除非在合同中另有规定，工作/货物的所有价格都是固定的，不因任何理由而提高。
- Despite payment terms in Purchase Order or otherwise agreed, no payment shall become due prior to receipt of a respective auditable invoice according to the applicable legal requirements.  
无论采购订单中的付款条款如何约定，也无论双方是否另行商定，在收到符合法律要求的相应的可审计的发票之前，所有款项视为未到期。
- Buyer shall be entitled to set off any sum of money payable by Supplier to Buyer or any of its affiliate companies against any amount payable by Buyer to Supplier.  
买方将有权以任何一笔供应商应付给买方或其任何一家关联公司的款项抵消任何买方应付给供应商的款项。

## IX. Non-Conforming Works/Goods, Warranty, Spare Parts 不合格的工作/货物、保证、备件

- Supplier represents and warrants that the Works/Goods conform to the requirements of the Contract and the Specifications and that they are new, of good design, material and workmanship, free from defects, and fit and safe for the purpose intended. These warranties shall be in addition to all other warranties, expressed, implied or statutory. Payment for, inspection of, or receipt of the Works/Goods does not constitute a waiver of any of Buyer's rights in the event of any breach of warranty.  
供应商陈述并保证，工作/货物符合合同及规格/技术参数的要求，并且是全新的，具有良好的设计、材料和工艺，没有缺陷，对计划用途来说是合适且安全的。此类保证不排除其它明确的、暗示的或法定的保证。在供应商违反此类保证的情况下，支付、检查、接受工作/货物不构成对任何买方权利的放弃。
- The Warranty Period shall be 36 months beginning with final acceptance – or if the nature of the Works/Goods does not entail final acceptance – 36 months after complete delivery. The Warranty Period shall be suspended for the defective part from notice of defect until complete rectification of it. For any replaced or repaired Works/Goods, the Warranty Period shall re-start after successful rectification.  
质保期为最终验收之日起的36个月——或如果工作/货物无需最终验收，则为交付完成之后的36个月。缺陷部分的质保期将自发出存在缺陷通知之日起，暂停直至整改完成。对于任何更换或维修的工作/货物，其质保期应在成功整改后重新开始计算。
- Supplier shall rectify all defects identified and notified within Warranty Period at Supplier's expense at Buyer's discretion by either repair or replacement of the defective parts of Work/ Goods. In the event that Supplier fails to rectify the defect within a reasonable period of time determined by Buyer, Buyer shall be entitled to rescind the Contract in whole or in part, demand reduction in price or remedy the defect itself at Supplier's expenses. Supplier shall indemnify Buyer from all damages incurred due to the defects.  
供应商将修复在质保期之内识别和通知到的所有缺陷，费用由供应商承担。买方可自主选择对工作/货物的缺陷部分进行修理或替换。如果供应商无法在买方决定的合理期限内修复缺陷，买方将有权全部或部分解除合同、要求降低价格或者自行修复缺陷，由供应商承担费用。供应商应赔偿买方因缺陷而遭受的所有损害

- Rectification according to 3) shall include coverage of any costs and expenses, such as costs of disassembly and re-assembly, all labor costs, travel expenses etc. 依照上述第九条第3款所做的修复包括所有费用和花销，比如拆卸和重组费用、所有的人工费、差旅费等等。
- Buyer shall immediately be entitled but not obliged to rectify defects itself at Supplier's costs in the event that it is not reasonable for Buyer to request the Supplier to rectify the defect within reasonable time in order to mitigate potential damages, e.g. material damages due to down-times at Buyer or Buyer's customer or penalties for delay etc. 如果买方要求供应商在合理的时间内修复缺陷是不合理的，为降低潜在的损害（比如买方或买方客户停工期间所遭受的实质损害或者迟延罚款等），买方有权（但没有义务）立即自行修复缺陷，费用由供应商承担。
- Supplier ensures provision of spare and wear parts for at least 15 years after delivery. 供应商保证在交货之后的至少15年之内提供备用零件和易损件。

## X. BUYER's Property/ Supplies 买方财产/物资

- All equipment, materials, tooling, and other supplies owned by Buyer or Buyer's customer that Supplier provides to Supplier ("Supplies"), is and shall remain the property of Buyer. Such Supplies shall not be made available to any third party without the prior consent of Buyer in text form. Supplier shall use such Supplies solely for the contractually agreed purpose and shall return such Supplies in good and working order to Buyer upon request. In the event of termination or expiration of these Agreement, Supplier shall return such Supplies within ten (10) days after the effective date of termination or expiration.  
由买方或买方的客户所有的，由买方提供给供应商的，所有设备、材料、工具和其他物资（“物资”）都是且始终是买方的财产。此类物资在未提前得到买方的书面同意之前，不得提供给任何第三方。供应商仅可以将此类物资用于合同规定的目的，并且，经买方要求，需将此类物资完好归还并保证其可正常运转。如本协议解除或到期终止，供应商应在解除日或到期日起十（10）日之内，归还此类物资。
- Supplier shall store these Supplies separately from its own property and mark it as property of Buyer or Buyer's customer as the case may be. Supplier shall provide for sufficient insurance against ordinary risks (e.g. theft, fire etc.).  
供应商应将此类物资与自身财产分开储存，并根据实际情况，将其标记为买方或买方客户的财产。供应商应为此类物资购买充分的保险，使其免受一般风险（如盗窃、火灾等）。
- Supplier shall inspect all Supplies owned by Buyer or Buyer's customer immediately after their receipt. If Supplier fails in doing so, the Supplies are deemed accepted and to correspond to the specification/ drawings etc.  
一收到买方或买方客户所有的物资，供应商应立即进行检查。如果供应商没有及时检查，则物资视为已被供应商接受，且符合技术规格或技术参数/图纸等的规定。

## XI. Intellectual Property Rights / Indemnification 知识产权/赔偿

- Unless otherwise agreed, all rights of use under copyrights law, commercial intellectual property rights and legal positions similar to intellectual property rights created during the provision of the Works/Goods under the Contract shall be transferred to Buyer on creation without any further conditions and without any additional remuneration. Buyer shall be exclusively entitled to these rights with no geographical, temporal or content restrictions and they may be extended, transferred, revised, adjusted, amended, reproduced or published by Buyer without Supplier's consent.  
除非另有约定，合同下工作/货物的供给期间所产生的著作权法下的所有使用权、商业知识产权以及类似知识产权的权利，一经设立即无条件转让给买方，且无需任何额外报酬。买方将独自享有此类权利，没有地理、时间或内容的限制，无需取得供应商的同意，买方即可以对它们进行扩展、转让、修改、调整、修订、复制或出版。
- If Supplier creates or adapts software during execution of the Contract, the rights of use, commercial intellectual property rights and legal positions similar to intellectual property rights as set out in XI.1. shall not be limited to the object-code but shall also extend to the source-code as well as the documentation for the created and amended software programs.  
如果供应商在合同执行期间创建或修改软件，那么第十一条第1款所列明的使用权、商业知识产权和类似于知识产权的权利将不限于目标代码，还将扩展到源代码和所创建和修改的软件程序文件。
- Buyer obtains a non-exclusive, irrevocable, unlimited, transferable license to use any commercial property rights, copyrights and legal positions similar to intellectual property rights of Supplier already existing prior to performance of the scope of service as far as necessary for the use of Works/Goods and the copyrights, commercial property rights and legal positions similar to intellectual property rights described in XI.1.  
在使用工作/货物和第十一条第1款规定的著作权、商业知识产权和类似于知识产权的权利所必需的范围内，买方获得使用供应商在履行服务范围之前已经存在的任何商业知识产权、著作权和类似于知识产权的权利的非独占的、不可撤销的、无限制的、可转让的许可。
- The use of the Works/Goods shall be free of charge for Buyer. Buyer shall be entitled to file patentable work-results for patent.  
买方将免费使用工作/货物。买方有权就可取得专利权的工作成果申请专利。
- Supplier guarantees that any and all Works/Goods are free of third party rights. 供应商保证任何及所有的工作/货物不侵犯第三方权利。

## XII. Confidentiality, Publicity

保密、公开

Supplier shall be obliged with respect to any and all information – irrespective from its nature, content or form of its materialization – that it will obtain from Buyer in relation to the provision of Works/ supply of Goods, e.g. drawings, blueprints, layouts, schemes, descriptions, specifications (“Confidential Information”) to

就任何及所有从买方处获得的与工作/货物供给相关的信息（如图纸、蓝图、设计、方案、描述、规格参数）（“保密信息”）——无论其具体的性质、内容或形式，供应商有义务

1. keep the Confidential Information strictly confidentially, refrain from disclosing it to third parties and refrain from making unauthorized copies of it, and 对保密信息进行严格保密，避免向第三方透露，避免对其进行未授权的复制，以及
2. use the Confidential Information solely for the purpose of the Contract. 仅为了合同的目的使用保密信息。

## XIII. Termination

解除

### 1. Termination for Convenience

单方解除

If the Contract includes supply Works, Buyer shall be entitled to terminate the Contract as a whole or in part at any time in which case Supplier shall be entitled to payment for all Works completed according to the specifications as well as material procured in line with the agreed spending curve. However, in any event shall the compensation be limited to the Contract Price.

如果合同包含供应工作，买方有权在任何时间完全或部分解除合同，在此情形下，供应方将有权获得已根据规格参数完成了的工作和符合双方同意的消耗曲线所采购的材料所对应的付款。但是，任何情形下，补偿都不应超过合同价格。

### 2. Termination for Default

因违约而解除

Buyer is entitled to terminate the Contract for cause in the event of Supplier committing a material breach of contract.

如果供应商实质性违约，则买方有权解除本合同。

In addition, Buyer may terminate the Contract in the event of a significant deterioration or danger of such deterioration in Supplier's financial situation jeopardizing the fulfillment of commitments towards Buyer.

此外，如果供应商财务状况严重恶化或有此等恶化的危险危及了其对于买方的履约能力，则买方可解除本合同。

Upon request of Buyer following termination, Supplier shall hand over to Buyer all work results including materials, subassemblies, special devices and/or tools at agreed prices – or if prices have not been determined – at market costs. Payments already effected by Buyer to be deducted.

合同解除之后，根据买方的要求，供应商应将所有工作结果以约定的价格（如果价格未确定，则按照市场价）移交给买方，包括材料、组件、特殊设备和/或工具。买方已经支付的款项应予以扣减。

## XIV. Indemnity and Insurance

补偿和保险

1. Should in connection with the provision of Works/Goods of Supplier any claims be asserted against Buyer, e.g. for damages to property of others or for personal injury or for infringements of third parties' rights, Supplier shall indemnify and hold harmless Buyer on first demand against the full amount of such claims. In addition, Supplier shall reimburse Buyer for any and all costs and expenses incurred by it in this connection, including legal and court fees.  
如买方因供应商提供的工作/货物而受到索赔，比如他人的财产损害、人身伤害或侵犯第三方的权利，供应商应补偿并使买方免受无条件地全额赔偿此类索赔的损失。另外，供应商应赔偿买方因此而产生的任何及一切成本和费用，包括律师费和诉讼费用。
2. Supplier shall maintain insurance coverage for a minimum of EUR 5 Mio per event with a reputable insurance company and will upon request provide Buyer with relevant insurance certificates.  
供应商应向信誉良好的保险公司购买并维持每一次事故至少五百万欧元保额的保险，并且根据要求向买方提供相关的保险证明。

## XV. Miscellaneous

其他

### 1. Amendment

修订

No modification, amendment or waiver of these GTCs and the Contract shall be effective unless in text form and signed/ confirmed by both parties. This also applies to any amendments to this Clause.

除非双方以书面形式签署或确认，对本 GTC 和合同的任何修改、修订或弃权无效。此约定同样适用于本条的任何修订。

### 2. Governing Law

适用法律

These GTCs, the Contract and all rights and obligations hereunder, shall be governed by and construed in accordance with the laws of the People's Republic of China, excluding its provisions regarding conflict of laws as well as the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

本 GTC、合同及其项下的所有权利和义务均受中华人民共和国法律管辖并根据其进行解释，排除其法律冲突相关规定以及联合国国际货物销售合同公约（CISG）的适用。

### 3. Jurisdiction

管辖

Any dispute, controversy or claim arising out of or in relation to these GTCs, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Arbitration Rules of Shanghai International Economic and Trade Arbitration Commission. The number of arbitrators shall be three; the seat of the arbitration shall be in Shanghai, China; the arbitral proceedings shall be conducted in Chinese.

因本 GTC 或相关事宜引起的任何争议、纠纷或索赔，包括其有效性、无效、违约或解除，均应根据上海国际经济贸易仲裁委员会仲裁规则进行仲裁解决。仲裁员人数应为三名；仲裁地点应为中国上海；仲裁程序应以中文进行。

### 4. Non-Assignment

不可转让

Supplier shall not assign any rights, delegate any duties or subcontract any Work/Goods without Buyer's prior consent in text form (which consent Buyer may grant or withhold in Buyer's sole and absolute discretion), and that any attempt to do so is void and has no effect. No assignment shall relieve Supplier of its obligations under the Contract.

未经买方事先书面同意（买方自行决定是否给予此类同意），供应商不得转让任何权利、委托任何义务或转包任何工作/货物，并且，任何试图采取前述行为的行为都是无效的。转让不会免除供应商在合同下的义务。

### 5. No Waiver

不可弃权

The failure of Buyer to enforce a provision, exercise a right or pursue a default shall not be considered a waiver. The express waiver of a provision is to be effective only in the specific instance, and as to the specific purpose, for which it was given.

买方未能实施某一条款、行使某项权利或追究某项违约责任，并不构成弃权。对某一条款的明示放弃仅在特定情况下，且为特殊目的作出时有效。

### 6. Severability

可分性

If any provision of these GTCs is determined to be invalid, illegal or unenforceable, the remaining provisions remain in full force and effect so long as the essential terms and conditions reflect the original intent of the parties and remain valid, legal and enforceable. This provision also applies in case the Contract turns out to be incomplete.

如果本 GTC 中的任何条款被认定为无效、不合法或不可执行，只要重要条款仍可反映双方的初始意图，且依旧有效、合法和可执行，则剩余条款仍具有全部法律效力。本条同样适用于本合同被认定为不完整的情况。

### 7. Change of Control

控制权变更

In case of a Change of Control concerning the Supplier's ownership structure, including any parent companies, the Supplier is obliged to give prompt notice in text form of same to Buyer. Buyer is entitled to terminate the Agreement without notice.

如发生与供应商的所有权结构（包括任何母公司）有关的所有权变更，供应商有义务立即以书面形式通知买方。买方有权终止本协议而无需另行通知。

### 8. Entire Agreement

完整合同

The above clauses constitute the entire agreement of the parties in respect of its subject matter and supersedes any agreements, contracts, representations and understandings, oral or in text form, made prior to or after issuance of the Purchase Order, unless expressly referred to in the Purchase Order.

以上条款构成了双方对相关主题事宜的完整协议，替代双方在发出采购订单之前或之后，以口头或书面形式做出的任何协议、合同、声明和谅解，除非采购订单另有明确说明。

The GTC's are written in English and Chinese with equal legal force. In case of any inconsistency in the interpretation of the two versions, the English version shall prevail. 本协议以英文和中文写成，具备同等法律效力。中英文文本存在意思不一致的情况下，以英文文本为准