

# Additional Conditions for the Purchase of Machines, Equipment and Assembly Services

## 机器、设备和装配服务 补充采购条件

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1. In addition to Clause III, 1 of the General Conditions of Purchase of the Schaeffler Group, the supplier shall check information and documents made available by us for completeness and noticeable faults and, as the case may be, shall correct them after consultation with us and shall also immediately demand any lacking information and documents in addition. The supplier may invoke default of information and documents to be delivered by us only, if it has demanded them in written form in good time and has sent at least one reminder in written form.

除舍弗勒集团《通用采购条件》条款三第一项规定外，供应商应对我们所提供的信息和文件的完整性和明显的错误进行核实，并在征询我们的意见后，根据情况而定，进行更正并立即就任何缺少的或补充的信息和文件提出要求。只有在以书面形式及时提出要求并且向我们发出了至少一份书面形式的提醒的情况下，供应商才可援引我们所提供信息和文件存在的错误。

2. Prior to the beginning of the production, all production documents such as drawings shall be submitted to us for insight purposes.

在生产开始前，出于了解情况的目的，图纸等所有生产文件均应提交给我们。

3. All documents to be supplied therewith have to correspond to the requirement specification and have to comply at least with applicable legal provisions and engineer standards, including our company standards that were made accessible to the supplier. The documents shall be supplied in the agreed number in English language on data carriers. Versions in other languages have to be agreed upon separately.

所有提交的文件均应符合物品的需求规范，并应至少符合适用的法律规定和设计标准，包括供应商所能获取的我们的公司标准。文件应当按约定数量以数据载体提供，语言应为英语。其他语言版本只有在另有约定的情况下方能提供。

Even without a separate agreement, mounting instructions and operating instruction shall also be supplied to us at least in English language and from which the entire handling of the supplied article can be inferred. In addition, all documents required for repair, servicing and maintenance of the supplied article shall also be supplied.

即使没有单独约定，装配说明和操作说明亦应至少以英语形式向我们提供，从中可推断出对所供物品的全部操作。此外，为修理、维修和维护所供物品所需的所有文件亦应向我们提供。

4. Unless explicitly otherwise provided in the respective requirement specification, elements and parts of the supplied article have to be designed and arranged according to the latest state of the art and science such that they can be serviced, checked, repaired and replaced quickly and easily. Wearing parts have to be designed and arranged such that they have a service life as long as possible considering the operating conditions which have to be expected according to the intended use.

除非在各自的需求规范中另有明确规定，所供物品和部件均应根据最新的科学技术工艺水平予以设计和安排，以便能够迅速地、方便地维修、检查、修理和更换。易损件的设计和安排须使其根据预期用途按照预期操作条件，具有尽可能长的使用寿命。

5. Together with the requirement specification a project schedule has to be agreed. In case the requirement specification does not contain any time schedule for the project, the supplier shall at least present, immediately after the conclusion of the contract, a production plan from which the production progress per calendar week can be gathered. Additionally, the supplier shall autonomously report to us the production progress every four weeks.

除需求规范外，还应就项目进度达成一致。如需求规范没有规定任何关于项目时间进度的内容，合同订立后，供应商至少应立即提交生产计划，其中应列明每周的生产进度。另外，供应商亦应自主每四周向我们通报生产进度。

6. We shall be entitled, with previous timely notice, to inspect the producing premises of the supplier and its sub-suppliers during normal business hours in order to check the production and the production progress

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of the article to be supplied. The supplier shall cooperate in such inspections, in particular shall provide us with all information required for such inspection.

我们有权在事先及时通知的情况下，于正常营业时间对供应商及其次级供应商的生产场所进行检查，以对拟供物品的生产和生产进度进行核实。供应商应配合上述检查，特别是应向我们提供进行该等检查所需的所有信息。

7. Any obligation for us to make advance payments has to be explicitly agreed in writing to be binding. In any case any obligation for advance payment is conditional that the supplier presents an unlimited, joint and several guarantee of a reputable bank as security for our potential repayment claims, in which the bank grants respective security to us by waiving the plea of voidability, the plea of capability of set-off and the plea of failure to pursue remedies. The supplier may also provide other but equivalent security which is acceptable for us.

任何关于我们支付预付款的义务必须以书面形式达成一致，方具有约束力。在任何情况下，支付预付款的前提是供应商应提供一个信誉良好的银行出具的无限连带保证的保函作为对潜在的款项偿还索赔的担保，该银行应承诺放弃无效抗辩权、抵消抗辩权以及救济未用尽抗辩权。我们也接受供应商提供其他但同等具有担保效力的方式。

8. If an assembly is stipulated by contract, it shall also comprise all necessary additional services such as the provision of the required scaffolds, utensils, lifting devices, tools, etc.. If an assistance from our side is agreed upon, said assistance will be rendered at the expense of the supplier, unless it was explicitly stipulated in written that the assistance will be free of charge.

如果合同中包含装配的规定，其应包括所有必要的额外服务，例如提供所需的脚手架、器具、举升装置和工具等。如我方同意提供协助，则供应商应承担该等协助的费用，除非书面另有明文规定该协助服务是免费的。

Unless such dates are not already fixed in the requirement specification, the supplier shall correlate with us the dates for the assembly work in good time. Prior to the beginning of the work, the supplier shall check the foundations and the supply points for suitability as well as all other circumstances relevant for a proper assembly.

如未在需求规范中明确约定装配日期，供应商应及时通知我们上述日期。在装配工作开始前，供应商应检查实施装配相关的基础、设施供应点的适用性以及与其他所有相关情形。

The supplier shall inform us in suitable manner on the current status with respect to the persons commissioned by it with the assembly work at our factory. We are entitled to reject staff members or agents of the supplier for good cause. In this case, the supplier shall immediately provide for a reliable replacement. The engagement of sub-suppliers requires our prior written consent.

供应商应以合适的方式告知我们受其委托在我们工厂进行装配的人员的当前情况。我们有权基于合理理由拒绝供应商的职员或代理人。在这种情况下，供应商应立即提供可信赖的替代人员。次级供应商的启用须经我们的事先书面同意。

Work that has to be performed at our factory premises shall not obstruct the working activity. If obstructions are unavoidable, they have to be limited to a minimum as far as practically possible.

必须在我们工厂场所内进行的作业不得妨碍经营活动。如果妨碍是不可避免的，它们必须限制在实际可行的最小范围内。

We shall be entitled to check all objects introduced into our premises or removed from our premises. On delivery and redelivery, the supplier shall provide us with lists in which the objects are specified. Objects which remain owned by the supplier have to be characterized as such with the brand or the trademark of the supplier. The supplier is fully responsible for its objects which were introduced into our premises, we do not assume any security obligation for such objects, in particular no safeguarding, custody or observation obligation.

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我们有权检查带入我们场所或从我们的场所移走的所有物品。交货和再交货时，供应商应向我们提供列明物品详细情况的清单。仍为供应商所有的物品必须通过标注供应商的品牌或商标加以区分。供应商对其带入我们场所的物品承担全部责任。我们对于上述供应商在我们工厂内的物品不承担任何安全义务，尤其没有安全防护、保管和监管的义务。

Water, compressed air and current will be provided by us at the given supply points. If additional supply lines and conduits and supply points are required, the supplier shall arrange for them and maintain them at its own expense and risk and has to remove them again after completion of the assembly work.

供水，压缩气体以及供电由我们在指定的供应点予以提供。如果需要其它供应管线、电路和供应点，供应商应自担费用和风险进行相应安排和维护并在装配工作完成后将其移除。

The supplier shall always notify us of fire-hazardous work prior to the beginning thereof. Unless otherwise agreed in written form, the supplier shall be responsible for a fire guard during and after termination of the fire-hazardous work.

对于有火灾危险的作业，供应商必须在开始之前通知我们。除非另有书面约定，在有火灾危险的作业进行期间以及完成后，供应商应负责相关的防火工作。

9. Subject to the provisions of the respective requirement specification, we shall be entitled to request, prior to delivery, a pre-acceptance at the supplier's premises with functional testing, in case of machine tools also a geometrical checking according to DIN ISO 230-1, a test according to VDI/DGQ 3441 (statistic testing of the working and positioning accuracy) as well as according to DIN 45635 (noise level test). The date of the pre-acceptance shall be proposed to us by the supplier in good time, at least, however, 4 weeks in advance, and has to be agreed upon with us. Not later than one week before the pre-acceptance, all documents required for the pre-acceptance shall be provided to us by the supplier. The supplier shall place all tools, devices, materials and personal required for the carrying out of the pre-acceptance at our disposal without charge.

依据各自的需求规范中的条款，在交货前，我们有权在供应商的场所要求进行预验收，并进行功能测试、如机床则还要依据 DIN ISO 230-1 的规定进行几何测试、依据 VDI/DGQ 3441 的规定进行测试（运转和定位精度的数据测试）以及依据 DIN 45635 的规定进行测试（噪声水平测试）。供应商应及时向我们提议预验收日期，至少提前四周通知我们并须经我们同意。供应商至迟应在预验收的一周前向我们提供预验收所需的全部文件。供应商应免费将预验收所需的所有工具、装置、材料和人员交由我们支配。

An examination of the production output of the article to be supplied (acceptance) shall be agreed upon separately in any case

对所供物品（验收）产量的检验在任何情况下均须单独约定。

10. The acceptance of the article to be supplied shall be stipulated in the requirement specification. In case the requirement specification does not contain such provisions, the following provisions shall apply at least:

The supplied article will be submitted to a functional testing or - if agreed - to a trial run at our factory. For the functional testing as well as for the trial run, a proper instruction of our staff by the supplier as well as a four weeks smooth run under series conditions have to take place. On this occasion it has to be evidenced that the supplied article provides the performances as agreed upon in the contract. During the functional testing and during the trial run we shall be entitled to use the supplied article for production. After carrying out the successful functional testing or, as the case may be, the successful trial run, the supplied article shall be subject to acceptance. For this we shall draw up an acceptance protocol on the acceptance, which shall be signed by the supplier and us.

所供物品的验收应该规定在需求规范中。如果需求规范中没有包含这类规定，应至少适用以下条款：

所供物品须提交至我们的工厂进行功能测试或者——如有约定——进行试运行。对于功能测试和试运行，供应商必须对我们的员工进行适当指导，并在成批生产条件下平稳运行四周。在这种情况下，须证明所供

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物品具有合同约定的性能。在功能测试和试运行期间，我们有权使用所供物品进行生产。功能测试实施成功后，或视情况而定，试运行成功后，所供物品须经验收。为此，我们将制作验收协议，由我们和供应商共同签署。

11. Pre-acceptance, functional testing, trial run and acceptance shall be always carried out at the expense and risk of the supplier, wherein the supplier shall provide suitable testing and measuring means as well as sufficient supervisory staff. Operating staff and materials for the functional testing and the trial run will be provided by us.

预验收、功能测试、试运行以及验收的费用和风险应一直由供应商承担，为此供应商应提供适当的测试和测量工具以及足够的监控人员。功能测试和试运行的操作人员和原材料由我们提供。

If the pre-acceptance, the functional testing, the trial run or the acceptance have to be interrupted, extended or repeated due to reasons for which the supplier is responsible, the supplier shall bear all costs and disadvantages resulting for us therefrom.

如果由于供应商应当负责的原因，预验收、功能测试、试运行或验收不得不中断、延期或者重复进行，则供应商应承担我们由此而产生的所有费用和不利后果。

12. Unless otherwise explicitly agreed in writing, all deliveries shall be DAP (Incoterms 2010) at the place designated in the contractual documents.

除非另有明确书面约定，所有货物应遵循 DAP (Incoterms 2010) 交付至合同文件指定的目的地

13. If the operation of the supplied article is subject to an approval by public authorities, the supplier shall procure and prove said approval at its own expense.

如果所供物品的运行须经政府当局批准，则供应商应自担费用取得和证明该批准。

14. Unless otherwise explicitly agreed in writing, the limitation period for claims regarding defects in quality and defects of title shall be 36 months from the date of acceptance of the supplied article, unless applicable statutory law provides for a longer limitation period.

除非另有书面明确约定或可适用的强制性法律规定了一个更长的时效，关于质量缺陷和所有权缺陷的索赔时效为验收所供物品之日起 36 个月。

The limitation period for spare parts shall be 24 months commencing from the date of putting them into operation, not exceeding, however, 36 months after our receipt of the spare parts.

备件的索赔时效为 24 个月，自将它们投入生产之日起开始，但最长不得超过我们收到该备件后的 36 个月。

15. The supplier shall be obliged, for the duration of 10 years commencing from the acceptance, to deliver spare parts and to carry out repair work at reasonable and equitable market conditions. Spare part deliveries and repair work shall be carried out based on the conditions which apply to the original delivery.

供应商有义务在验收后的 10 年内在合理和公平的市场情况下提供备件和进行维修工作。备件供应和维修工作应依据原供货所达成的条件予以进行。

16. In all other respects, our General Conditions of Purchase of the Schaeffler Group shall apply.

就所有其他未尽事宜，我方舍弗勒《通用采购条件》应予以适用。

Schaeffler Friction Products (Suzhou) Co., Ltd.  
舍弗勒摩擦产品（苏州）有限公司