

1. Exclusive Scope / 适用范围

1.1 These General Terms & Conditions shall apply to procurement. They shall be applicable to all orders placed by SSM ZhongShan Ltd. ("SSM"), to the exclusion of the supplier's general terms and conditions, and subject to contrary written agreements.

此通用条款适用于采购业务，并适用于丝丝姆（中山）有限公司（以下简称丝丝姆）制定的一切采购订单，另有相反书面协议的除外。

1.2 Both parties shall be bound only by what has been agreed IN WRITING, including contrary agreements and any waiver of this requirement of written form. Pending signature of an agreement, no claims shall be derived from premature break-off of negotiations.

双方仅受经协商一致的书面条款的约束，包括相反书面协议及任何书面免责协议。未经签字的协议不具备任何索赔的效力。

2. Quotation / 报价

2.1 The supplier shall forward a quotation free of charge in response to an inquiry. Such quotation shall conform exactly to the inquiry, and draw express attention to any deviations. If the supplier sets no duration of validity for the quotation, it shall be binding for 60 days.

供应商须无偿对询价作出报价。该报价须严格符合询价要求，并注意任何有偏差之处。若供应商未注明报价有效期，则默认该报价为 60 天内有效。

3. Order / 订单

3.1 If conclusion of the contract is made conditional upon order confirmation by the supplier, the client shall only be committed if such confirmation contains no deviation from the order.

客户下达的订单，供应商确认后，且确认函与订单一致，客户须予以承认。

3.2 If the supplier detects errors or ambiguities in the order, particularly in terms of feasibility, quantity, price or deadlines, it shall draw attention to them immediately. Before proceeding with performance, the supplier shall familiarize itself with all key dates and circumstances for fulfillment of the order and with the intended purpose.

若供应商发现订单中有错误或模糊不清之处，尤其是关于可行性、数量、价格或交货期等，应立即指出。在执行订单之前，供应商须对所有关键日期和情况完全了解，以确保订单的履行及达到预期的目的。

4. Prices / 价格

4.1 Unless otherwise agreed, established prices shall be deemed firm and inclusive of all secondary costs, e.g. packing, carriage, etc.

除另有协议外，已确立的价格须被视为固定的，其包括一切间接成本，例如，包装、运输等。

5. Execution of Order / 订单执行

5.1 In the absence of special technical information, material specifications or quality regulations, only the most suitable, tried materials shall be used.

如果没有特殊的技术参数、材料规格或质量管理要求的情况下，应仅使用最合适的、已试用过的材料。

5.2 Quality changes of any kind shall only be made if the supplier has received SSM's prior written approval.

没有 SSM 公司的书面批准，供应商不可擅自改变质量标准。

5.3 The supplier undertakes to comply with the relevant product safety legislation, e.g. the EU Directives on Machinery (89/392/EEC), Electromagnetic Compatibility (89/336/EEC) and Low Voltage Electrical Equipment (73/23/EEC). The

supplier also undertakes to hand over the relevant conformity declaration as required and related documentation. All technical working resources shall comply with the recognized rules of technology, health, safety and accident prevention, and be equipped with protective devices against accidents and occupational illnesses.

供应商保证遵守相关生产安全法规，例如，欧盟关于机械方面的法规（89/392/EEC）、电磁兼容性法规（89/336/EEC）及低压电力设备法规（73/23/EEC）。供应商亦保证按照要求提交相关的申报材料及其他有关文件。所采用的加工方法应遵守合规的技术、健康、安全及事故预防方面的公认准则，并装备保护装置以预防事故及职业性疾病的发生。

5.4 Subcontracting shall require the prior written consent of SSM. Such consent shall not release the supplier from sole responsibility for the entire order.

分包业务须事先经过 SSM 公司的书面同意，且经过同意的分包业务亦不可免除供应商作为整个订单唯一责任方的义务。

5.5 Material provided by SSM shall, even after processing, remain SSM's property until completion of the supply. The quantity and quality of such provided material shall be checked on receipt, and objections immediately notified in writing. Substitute material shall be sourced from SSM.

由 SSM 公司提供的材料，即使在经过加工后，仍应视为 SSM 公司的财产，直至订单结束。SSM 公司所提供材料的质量和数量均须经过供应商验收，若有异议，供应商须立即以书面形式提出，该材料不足时应向 SSM 公司采购。

5.6 Defects and poor workmanship which are willfully suppressed, or rectified without SSM's consent, shall entitle SSM to cancel execution of all current orders, without prejudice to compensation claims.

刻意隐瞒有缺陷及质量低劣的产品，或未经 SSM 公司同意的情况下对产品进行矫正，SSM 公司有权取消该项订单，且无需支付任何赔偿。

5.7 During execution, the quality assurance requirements of standards ISO 9000 – 9004 shall be met.

在订单执行期间，质量须达到 ISO 9000 – 9004 的要求。

5.8 The supplier undertakes to conform to the legal requirements of environmental protection and to the latest state of technology at the time of execution. If the order contains no specific requirements, use shall be made: of environment-friendly and recyclable materials; of low-emission, low-pollutant constructions that are easy to dismantle and re-use; and of economical, energy-saving solutions.

在订单执行期间，供应商保证遵守环境保护法规及最新的技术要求。若订单无特殊要求，应使用：环保可回收材料；低排放低污染，且易于降解和再利用的材料；及经济且节约能源的措施。

6. Delivery Time and Consequences of Delay / 交期及延迟责任

6.1 Delivery shall take place on the agreed delivery date (the set deadline) at destination.

交货须在协议的日期及地点进行。

6.2 If the supplier cannot meet the set delivery date, it shall notify the client within 3 days of receipt of order.

若供应商无法如期交货，须在收到订单日起三天内通知客户。

6.3 Failing such notification by the supplier, the delivery date shall become binding.

若供应商无及时确认，则该订单的交货期默认为有效。

6.4 The supplier undertakes to give prompt notice of any deadlines that it is going to miss. In case of missed deadlines, the client shall be entitled to cancel the order without granting an extension and to claim compensation, or to insist upon subsequent performance plus compensation

供应商保证，若无法按时交货，将以最快时间通知客户。一旦超过交货期，客户有权取消订单，不作延期，且要求赔偿；或仍然执行订单，且要求供应商须进行赔偿。

6.5 The right of withdrawal from the contract is reserved.

保留撤销合同的权利。

6.6 The supplier shall only invoke client failure to furnish necessary documents, extras or additional parts if the supplier

requested them in good time. In such case the delivery period shall be extended accordingly.

供应商仅在客户未及时提供必要的文件、客供零件时，对交货期提出诉求。此种情况下，交货期须相应顺延。

6.7 If it is predictable, before delivery is due, that the supplier will miss the deadline, the client may withdraw from the contract and cancel the order.

在交货期未到前，若供应商可以预见到自身无法按时交货，客户有权撤销合同和取消订单。

6.8 Excess supplies shall require SSM's prior written consent. Stockpiling of production by the supplier without a matching order shall not obligate SSM to buy.

超额供应须得到 SSM 公司的书面同意。供应商未按照订单数量而超额生产，SSM 公司无义务购买多余产品。

6.9 Deliveries before agreed dates shall require the prior written permission of SSM. If it has given no such permission, SSM shall be entitled, at the supplier's expense and risk, to return goods delivered too early, or to place them in storage elsewhere until due, and to suspend payment of the invoice until the agreed delivery date.

提前交货须得到 SSM 公司的书面同意。若未征得同意，SSM 公司有权退回过早交货的产品，由供应商承担相应费用及风险；或将其置于他处存储直至交货期，且货款支付事宜仍根据原定交货期安排。

6.10 Delivery takes place more than two (2) weeks after the agreed date, the supplier shall pay a contractual penalty of 0.5 % of the agreed purchase price, per week of delay, up to a maximum amount of 5 % of total purchase price, plus compensation for loss caused by the delay. This amount will be deducted from the invoice.

若过期两周，每延迟一周，供应商须按照合同总金额的 0.5% 支付违约金，违约金最多可达合同总金额 5%，另赔偿客户因供应商延期交货而导致的损失。上述费用将在发票金额中扣除。

7. Carriage, Passing of Risk, Insurance and Packing / 运输，风险转移，保险及包装

7.1 Special transport modes and routes shall require written agreement.

特别的运输方式及路线须经书面约定。

7.2 The passing of risk and benefit shall take place on delivery at destination.

风险及利益转移须以指定交货期和交货地为准。

7.3 Save contrary instruction, consignments shall be dispatched without the mediation of a forwarding agent, and without insurance unless expressly required. Additional expenses due to part-shipments or freight surcharges (express or rapid freight) deriving from supply delays shall only be accepted if caused by SSM.

除另有相反的指示外，运输不得通过运输代理人，不得附加保险费，除非有特别要求。因延迟交货而产生的额外的运输费用，仅当其由 SSM 公司导致时，SSM 公司方负责。

7.4 The supplier shall bear full responsibility for proper packing and point out the need for special care in removing support structures etc. Packing shall effectively protect the supplies against damage and corrosion during carriage and during any short-term storage up to a maximum of 60 days. The supplier shall be liable for all damage resulting from inappropriate packing, from customs clearance and from breach of carriage instructions.

供应商须承担全部的必要的包装费用，并标识出拆运的特殊需求。包装须能有效地保护货物在运输期间及最多 60 天的短期储存期间不受损害及腐蚀。供应商须承担一切因包装不当、海关清关及违反运输指引而导致的损害。

7.5 Shipping units made available by the client shall be returned immediately after use. SSM reserves the right to return and request credit for packing material.

由客户提供的运输材料须在使用完毕后立即归还，SSM 公司有权要求归还包装材料。

7.6 A CONSIGNMENT NOTE shall be packed with each consignment.

每次运输须将托运单一并包装在内。

8. Disposal / 处置权

8.1 The supplier shall guarantee the client's right of return of supplies containing environmentally hazardous substances as defined by the statutory provisions.

供应商须保证客户有权退回含有法律规定的危害环境物质的产品。

8.2 The client shall in any case be entitled to return packing, shipping units etc. to the supplier free of charge for disposal.

客户有权将包装和运输材料退回给供应商，并无需支付其产生的费用。

9. Warranty and Complaints / 质量保证及投诉

9.1 Unless otherwise agreed, goods inwards shall be inspected as quickly as possible at destination. However, there shall be no deadline for complaint. When components are supplied for plant, acceptance of such supply shall only take place at the time of acceptance by SSM's customer of the whole plant.

除另有协议外，货物须在到达指定交货地后进行快速检查。但投诉则无期限限制。零部件供应仅在 SSM 公司的客户对整个机器接受后方可视为接受。

9.2 Raw material and semi-finished products that prove defective when processed shall be replaced charge-and carriage-free, irrespective of time lapse between delivery and objection.

原材料及半成品在生产过程中被检测为不合格时，须无偿且免运费进行更换，不计交货期与提出异议的时间差。

9.3 In urgent cases SSM or a third party shall repair urgent defects and invoice the supplier for the work at cost.

紧急情况下，SSM 公司或第三方须维修有缺陷的零部件，维修成本由供应商承担。

9.4 The supplier shall pay carriage and any traveling expenses for work done under warranty.

供应商承担保修期内的物品所引起的运输及差旅费用。

9.5 Warranty term shall be one year from delivery to SSM's customer but at the most two years from the date of delivery to SSM.

保修期须为产品自交付至 SSM 公司的客户处起的一年内，但不超过产品自交付至 SSM 公司起的两年。

9.6 The supplier shall warrant that the use or deployment of supplied objects infringes no third-party intellectual property or other rights. The supplier shall indemnify SSM in this respect and in any case ensure that SSM can use what has been received under the contract.

供应商须保证所供应的产品不侵犯任何第三方的知识产权或其他权益。供应商须在此方面保障 SSM 公司免于受罚，并保证 SSM 公司可以使用该合同中所订购且收到的产品。

9.7 Lost working hours because of quality reason will be charged to supplier. The amount mentioned in NCR will be deducted in payable of purchase order. 1st 1-3 NCR, base on hourly RMB80 per person, the 4-6 NCR, base on hourly RMB120 per person, the 7-9 NCR base on hourly RMB160 per person.

因质量产生的误工费用由供应商支付。在 NCR 中的误工费金额在货款中扣除。第 1-3 次 NCR，误工费按每小时每人人民币 80 计算；第 4-6 次 NCR，误工费按每小时每人人民币 120 计算；第 7-9 次 NCR，误工费按每小时每人人民币 160 计算。

10. Secrecy / 保密

10.1 All information, drawings, etc. which the client shall pass to the supplier for manufacture of the supply shall not be used otherwise, copied or made accessible to third parties. Any copyright shall vest in the client. All documents and copies or reproductions shall be returned to the client immediately on request. If supply does not proceed, the supplier shall surrender the documents to the client unprompted.

客户交给供应商用于该订单生产制造的一切信息、图纸不得另作他用、复制或透露给第三方。一切版权均属于客户。一切资料及复制品须按要求立即归还客户。若订单未执行，供应商须主动将资料归还客户。

10.2 The supplier shall treat the order and all related works or supplies as confidential.

供应商须对订单、相关工作或产品信息保密。

10.3 The client shall treat the supplier's or its subcontractors' technical documents as confidential. They shall remain the

intellectual property of the supplier or subcontractors.

客户须对供应商或其分包商的文件保密。客户须维护供应商或其分包商的知识产权。

10.4 Advertising publications mentioning or picturing SSM or its products shall require the prior written approval of SSM.

任何广告出版物提及 SSM 公司及其产品须事先经过 SSM 公司的书面同意。

10.5 The binder of secrecy, accepted by the supplier, shall apply equally to its subcontractors and the supplier shall impose it on them.

经供应商同意的保密条款，须同样适用于其分包商，且供应商须强制要求其分包商履行。

11. Right of Inspection, Work on Client's Premises / 检查权及客户契约执行

11.1 The client shall have the right of inspection of execution of the order. Such right shall neither alter nor restrict the supplier's duty of contractual performance. SSM may carry out quality audits on the supplier's or its subcontractors' premises by prior arrangement.

客户对订单执行拥有检查权。但该权利不得更改或限制供应商履行合同的的责任。SSM 公司可根据协议约定对供应商或其分包商施行质量审核。

11.2 Works on the client's premises shall comply with its safety directives, in addition to these General Terms & Conditions.

除本协议外，客户契约的执行须遵守安全指令。

11.3 The supplier shall insure its assembly personnel against illness, accident, the event of death and third-party liability, thereby releasing the client from all liability in respect thereof.

供应商须确保其员工无疾病、事故、死亡及第三方责任，在此方面须使客户免除一切责任。

12. Payment Terms / 付款条件

12.1 Unless otherwise agreed, payment shall be made either net within 60 days of receipt of goods/invoice, or at a 2% discount 30 days after receipt of goods/invoice. Payment shall be made at the earliest after delivery has been taken. The right of set-off against counterclaims is hereby reserved.

除另有协议外，货款须在货物/发票交付后 60 天内支付，或货物/发票交付后 30 天内支付且享有 2% 折扣。货款须在交货后尽早支付。保留索赔的权力。

12.2 The supplier shall not be entitled to assign claims against the client to third parties.

供应商不得将客户的索赔要求转嫁给第三方。

13. Force Majeure / 不可抗力

13.1 The contracting parties shall not be liable for breach of contractual obligations caused by events of force majeure. Force majeure shall mean unforeseeable and objectively unavoidable circumstances occurring after conclusion of the contract and beyond either party's control.

合同双方对因不可抗力造成的违约无须承担责任。不可抗力是指在合同签订后，客观上不可预见且不可避免，不在合同双方控制范围内的情况。

13.2 The contracting party invoking force majeure shall notify the other party of its occurrence and presumed duration immediately, failing which it cannot invoke force majeure.

合同一方援引不可抗力条款时，须及时通知另一方它的发生及预期持续的的时间，否则不可援引该条款。

13.3 The supplier shall produce to the client, on request, certified confirmation of the circumstances that it invokes as force majeure.

一经要求，供应商须向客户提供不可抗力事件的证明。

14. Place of Performance and Jurisdiction / 履行地及仲裁地

14.1 Place of performance for supply and payment shall be SSM ZhongShan establishment.

供货及付款的履行地均须为丝丝姆（中山）的所在地。

14.2 Jurisdiction shall be ZhongShan, Guangdong province.

仲裁地为广东省中山市。

14.3 Chinese law shall apply. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980 is hereby precluded.

采购合同适用中国法律。联合国于 1980 年 04 月 11 日颁布的国际贸易公约（CISG）不适用于此处。

14.4 These General Terms & Conditions shall replace all previous versions.

此通用条款一经生效，其他早期版本随即失效。