

## 威图中国一般采购条款和条件

### General Terms and Conditions of Purchase of Rittal China

下列条款构成威图公司与供应商双方在采购合同下交易的一般采购条款，供应商向威图公司提供产品及或服务的，即视为自愿接受下列一般采购条款的约束：

The following terms and conditions constitute the general terms and conditions of purchase between Rittal and Supplier under the purchase contract. In case Supplier provides products and/or services to Rittal, Supplier shall be deemed as having voluntarily accepted the following general terms and conditions of purchase:

#### 第一条、定义

##### Article 1 Definitions

1.1 在本《威图公司一般采购条款》（以下称“一般采购条款”）中，除非文中另有定义，对下列表述作如下定义：

For the purpose of these General Terms and Conditions of Purchase of Rittal, (hereinafter referred to as “Terms”), unless otherwise defined, the following words shall have the meanings given as follows:

1.1.1 “威图公司” 指作为订单和或合同项下列明作为交易采购主体之威图电子机械技术（上海）有限公司或其任一现存、将来之关联企业主体。

“Rittal” shall mean RITTAL Electrical and IT Systems (Shanghai) Co., Ltd. or any of its existing or future affiliates which is specified as the subject of purchase transaction in the order and/or contract.

1.1.2 “供应商” 指在订单和或合同项下向威图公司提供产品及或服务的一方。

“Supplier” shall mean the party which provides Rittal with products and/or services under an order and/or contract.

#### 第二条、总则

##### Article 2 General Provisions

2.1 凡威图公司向供应商采购产品及或服务的交易均应适用本一般采购条款，除非双方以书面形式明确作出另行约定，否则双方不接受任何与本一般采购条款相冲突、相矛盾的条款或约定。

These Terms shall apply to all transactions in which Rittal purchases products and/or services from Supplier. Unless otherwise expressly agreed upon in writing by both parties, both parties will not accept any terms or agreements which are in conflict or contradiction with these terms.

2.2 本一般采购条款构成双方交易之采购合同所不可分割之一部分。

These Terms shall form an integral part of the purchase contract between both parties.

2.3 除非经威图公司在双方交易合同里特别书面明示确认同意，供应商任何单方制订或宣示的任何标准销售条款或一般销售条款对威图公司均无法律约束力。

Any standard terms of sale or general terms of sale made or declared by Supplier unilaterally shall not be legally binding on Rittal, unless specifically agreed in writing by Rittal in the transaction contract between both parties.

### **第三条、合同签订和采购订单**

#### **Article 3 Signing of Contract and Purchase Order**

3.1 采购合同仅在双方签订书面形式合同文件方告成立，凡以口头或电话方式签订的采购合同威图公司均不予承认其效力。

The purchase contract shall be established only when both parties sign a written contract document. Rittal will not recognize the validity of any purchase contract which is concluded orally or by telephone.

3.2 采购订单：

Purchase order:

供应商应自收到威图公司的采购订单后 2 个工作日内予以书面确认回传。供应商未在上述期限内确认威图公司订单的，视为供应商接受采购订单。

After having received Rittal's purchase order supplier shall confirm in writing within 2 working days by using the internet platform P4T. In case Supplier fails to confirm the order from Rittal within the above time limit Supplier shall be deemed as having

accepted such purchase order.

供应商不得无故不接受威图公司下的采购订单，除非供应商能够证明供应商破产、解散或不可抗力，供应商无故不接受采购订单的，否则须赔偿威图公司因此所受的损失。

Supplier shall not reject the purchase order placed by Rittal without any justified reason. Unless Supplier can prove its bankruptcy or dissolution or any force majeure, Supplier shall compensate Rittal for the losses incurred therefrom.

### 3.3 订单变更或取消：

Modification or cancellation of order:

除非双方另有明确的约定，供应商接受威图公司的采购订单后不得单方变更和取消订单，否则威图公司并有权解除双方的采购合同。

Unless otherwise expressly agreed upon by both parties, Supplier may not unilaterally modify or cancel the order after accepting the purchase order placed by Rittal; otherwise Rittal may rescind the purchase contract between both parties.

威图公司有权根据威图公司的经营需要随时单方向供应商书面通知变更或取消采购订单。供应商应予以配合。凡被威图公司通知取消的采购产品、服务，供应商应立即停止，否则一切后果由供应商承担。

Rittal may, in light of the needs of its business, unilaterally modify or cancel the purchase order at any time by issuing a written Purchase Order notice to Supplier, and Supplier shall give cooperation. Supplier shall immediately stop the products and services which are cancelled by Rittal; otherwise all consequences arising therefrom shall be borne by Supplier.

## 第四条、产品和服务

### Article 4 Products and Services

4.1 采购的产品或服务包括但不限于产品或服务名称、规格、型号、技术指标、数量、质量标准、包装等信息应由双方书面约定，或按照威图公司单方书面采购订单或采购通知确定。

The products or services purchased, including but not limited to the name,

specification, model, technical index, quantity, quality standard and packaging of products or services, shall be agreed upon by both parties in writing, or be determined in accordance with written purchase order or purchase notice unilaterally issued by Rittal.

4.2 质量标准: 供应的产品或服务除符合双方约定或威图公司单方确定的质量标准外, 还应当符合国家标准、行业标准、地方标准或企业标准, 最终应以标准高者为准作为双方执行标准。如双方执行样品标准的, 双方应当书面确认样品或封存样品, 供应商交付的产品应当符合样品标准。如双方约定产品技术图纸的, 供应商交付的产品还应当符合技术图纸要求。

Quality standards: in addition to the quality standards agreed upon by both parties or determined by Rittal, the products or services supplied shall also comply with the national standards, industrial standards, local standards or corporate standards, and the higher standards shall prevail as the executive standards of both parties. In case both parties implement the sample standard, both parties shall confirm in writing the sample or seal the sample, and the products delivered by Supplier shall meet the sample standard. In case both parties agree on the technical drawings of products, the products delivered by Supplier shall also meet the requirements of such technical drawings.

4.3 供应商的产品或服务还应当符合威图公司的实际用途和使用目的。

The products or services of Supplier shall also conform to the actual usage and purpose of Rittal.

4.4 供应产品包装除应满足双方约定的要求外, 还应当符合国家标准、行业标准和企业标准要求, 应当符合产品的存储、保管、运输要求, 符合法定的健康、安全和环保标准要求, 否则由此引起的一切损失均由供应商承担。

In addition to the requirements agreed upon by both parties, the packaging of products supplied shall also meet the requirements of national standards, industrial standards and corporate standards, meet the storage and transportation requirements of the products, and meet the requirements of the statutory health, safety and environmental protection standards; otherwise, all losses arising therefrom shall be borne by

Supplier.

4.5 若无其他说明，在产品包装箱内供应商必须提供装箱单、产品合格证明、产品说明书、质量保证书。

Supplier shall provide the packing list, conformity certificate, product instructions and quality assurance certificate in the packing box of products if not instructed to do otherwise.

## **第五条、价格和合同价款**

### **Article 5 Price and Contract Amount**

5.1 产品或服务价格由双方明确书面约定，价格均为固定价格，不得随意更改；除非双方另有约定，价格均为含税价，价格内已包含包装费、运输费、安装费、调试费、培训费、服务费、责任保险等费用，任何未在合同或订单中明确约定的额外费用威图公司均不予支付，由供应商自行承担。

The prices of products or services shall be clearly agreed upon by both parties in writing, and the prices are fixed and may not be changed randomly; unless otherwise agreed upon by both parties, the price shall be tax inclusive, and the price shall include the packaging, transportation, installation, commissioning, training, service and liability insurance expenses. Any additional expenses not explicitly specified in the contract or order shall not be paid by Rittal and shall be borne by supplier.

5.2 合同约定价款按照产品或服务单价和双方约定的交易产品数量进行计算。

The contract amount shall be calculated according to the unit price of products or services and the quantity of products or services as agreed upon by both parties.

## **第六条、发票和付款**

### **Article 6 Invoice and Payment**

6.1 供应商应在付款前向威图公司提交符合税务要求的增值税抵扣发票，未按照上述要求提供发票的，威图公司有权相应顺延付款期限，并不承担任何违约责任。

Supplier shall submit the VAT invoice meeting taxation requirements to Rittal before payment. In case Supplier fails to provide the invoice in accordance with the above

requirements, Rittal shall have the right to extend the payment period accordingly without any liability for breach.

6.2 如果供应商未能正确地交付货物或者威图公司未接受服务，威图公司自供应商改正错误达到威图公司满意后再按账期支付。

In case Supplier fails to deliver the goods correctly or Rittal does not accept the services, Rittal will make payment in accordance with the payment period after Supplier corrects the error to the satisfaction of Rittal.

6.3 供应商应提供指定的收款银行账户。

Supplier shall provide the bank account designated for receipt of payment.

6.4 威图公司有权抵消威图公司（或其关联企业）对供应商（或其关联企业）的到期或未到期债权。如供应商需要向威图公司支付违约金或其他赔偿款的或其他款项的，威图公司有权直接在应支付给供应商的合同款中予以事先抵扣，抵扣不足的由供应商另行补足，威图公司应书面通知供应商抵扣事项和金额。

Rittal may set off the due or undue creditor's right of Rittal (or its affiliates) against Supplier (or its affiliates). In case Supplier needs to pay any penalty or other compensation to Rittal, Rittal may deduct such penalty or compensation directly from any contract amount payable to Supplier. Where the penalty or compensation is not fully deducted, Supplier shall make up for it. Rittal shall inform in writing Supplier of such deduction and amount.

6.5 除非双方另有约定，在货物已收到且服务已全部完成且验收合格的前提下，威图公司将于每月 15 日支付已到期发票。

Unless otherwise agreed upon by both parties, under the precondition that the goods have been received or the services have been fully completed and such products or services are duly accepted, the due invoice will be paid on the 15<sup>th</sup> date of every month.

## **第七条、产品交付和服务确认**

### **Article 7 Delivery of Products and Confirmation of Services**

7.1 交付地点：

**Delivery Place:**

除非双方另有约定，供应商应在威图公司指定的交货地点交付，并办理货物交付手续，移交货物附属文件。

Unless otherwise agreed upon by both parties, Supplier shall deliver the goods at the delivery place designated by Rittal, go through the delivery formalities and hand over the ancillary documents.

**7.2 交付时间期限:**

**Time limit for delivery:**

供应商应按照双方约定的时间期限交付，没有约定的则按照威图公司指定的时间期限交付。威图公司有权对交货时间期限进行提前或推迟调整(如要求提前交货的，调整前事先应获得供应商同意，因通知提前交货致使供应商多支付的费用由威图公司承担，但该费用需事先经威图公司书面审核同意)，供应商应根据威图公司调整的交付时间期限交货。

Supplier shall deliver the goods within the time limit agreed upon by both parties. In case no time limit is agreed upon, the delivery shall be made according to the time limit specified by Rittal. Rittal shall have the right to advance or postpone the delivery time (In case the advanced delivery is required, the consent from Supplier shall be obtained before adjustment. Any extra expenses paid by Supplier due to notice of advanced delivery shall be borne by Rittal, provided that such expenses shall be reviewed and agreed by Rittal in writing in advance), and Supplier shall deliver the goods in accordance with the delivery time adjusted by Rittal.

未经威图公司书面同意，供应商提前交货、分批交货或多交货或少交货的，威图公司均有权拒收。

The early delivery, partial delivery or more or less delivery by Supplier without the written consent from Rittal may be rejected by Rittal.

供应商预见交货或服务可能迟延的，则应立即向威图公司发出书面紧急通知，告知交货或服务迟延原因及能否排除交付障碍和另行确定的交货或服务时间，该通知不免除供应商应承担的迟延交货或服务违约责任。

In case Supplier foresees that the delivery of products or performance of services may

be delayed, Supplier shall immediately send a written emergency notice to Rittal, stating the reasons for delay, whether the obstacle can be removed, and the time confirmed for delivery of products or performance of services. Such notice shall not exempt Supplier from the liability for delay in delivery of products or performance of services.

7.3 供应商必须将货物交付给威图公司指定收货人员签收才为有效签收，非威图公司指定人员签收为无效签收，供应商应自行承担交付无效的法律后果。

The goods shall be deemed as validly delivered only when Supplier delivers them to the receiving personnel designated by Rittal for signature, and Supplier shall bear all legal consequences arising from invalid delivery.

交货时，供应商必须提供正式的送货单，送货单上的产品、数量等记载事项必须与双方合同或订单约定以及现场交付实物相符。

Upon delivery, Supplier shall provide the formal delivery note. The products and quantity recorded on the delivery note shall be consistent with the contract or order between both parties as well as the physical goods on site.

交付货物破损、短缺、品种、规格型号、材质等事项与合同约定不符合的，威图公司有权拒收，如已收货的，有权要求供应商限期取回，供应商迟延取回的，威图公司有权按照威图公司仓储保管费标准向供应商收取仓储保管费用，货物风险由供应商承担。

In case of damage or shortage of goods delivered and incompliance with variety, specification, model, material or quality specified in contract, Rittal may reject the goods; where the goods have been received, Rittal may require Supplier to take back the goods within a time limit; where Supplier delays in taking back the goods, Rittal may charge the supplier the storage fee according to its standard of storage fee, and the risk of the goods shall be borne by Supplier.

7.4 威图公司收货后在质保期内任何时间发现产品存在破损、短少、与合同约定不相符合等问题的仍随时有权向供应商提出质量异议，供应商应立即按照威图公司要求采取退货、更换、添补、修理、赔偿损失等等相应的补救措施。

In case of any damage, shortage or incompliance with contract is found by Rittal



within the quality warranty period after receiving the goods, Rittal still may raise the quality objection to Supplier at any time, and Supplier shall immediately take corresponding remedial measures such as return, replacement, supplementation, repair or compensation for loss as required by Rittal.

7.5 供应商应承担交货前包括但不限于运输、保险及卸货等一切费用及货物风险，未通过威图公司验收接受的货物风险不发生转移，仍由供应商承担。

Supplier shall bear all expenses including but not limited to transportation, insurance, unloading and other expenses and risks of goods before delivery. The risks of goods which are not accepted by Rittal shall not be transferred and shall still be borne by Supplier.

7.6 供应商提供服务的，履行地点、时间和方式由双方具体约定，服务应经威图公司验收，验收合格的由威图公司签发书面服务确认单，验收不合格的，供应商应当根据威图公司要求限期整改，未能整改合格的视为未履行。

In case Supplier provides the services, the place, time and method of performance shall be specified by both parties. The services shall be accepted by Rittal. In case the services are duly accepted, Rittal shall issue a written service confirmation form. In case the services are not accepted, Supplier shall make correction within a time limit according to the requirements of Rittal. Where the services can't be corrected, the services shall be deemed as not performed.

7.7 在威图公司指定地方履行合同的供应商人员应遵守适用的安全及环境保护规定，威图公司对任何上述人员发生的事故责任免责，除非该些事故责任是由于威图公司法定代表或代理人故意的不当行为或严重疏忽造成的。

The personnel of Supplier which perform the contract at the place designated by Rittal shall comply with the applicable safety and environmental protection regulations, and Rittal shall be exempted from liabilities for accidents occurred to any of such personnel, unless such accident liabilities are caused by wilfull misconduct or gross negligence of legal representative or agent of Rittal.

## 第八条、违约责任

## **Article 8 Liabilities for Breach**

8.1 供应商延迟交货或服务的，每逾期一日，每日应向威图公司支付合同总价款0.2%的违约金。该违约金若不足以弥补威图公司因供应商延迟交货或服务所遭受的一切损失的，供应商还应赔偿威图公司实际损失与违约金之间的差额。

In case Supplier delays in delivery of products or performance of services, Supplier shall pay to Rittal a penalty at the rate of 0.2% of total contract price for each and every day of delay. Where the said penalty fails to fully cover all losses suffered by Rittal due to Supplier's delay in delivery of products or performance of services, Supplier shall also compensate Rittal for the difference between actual losses and penalty.

如供应商迟延交付产品或服务超过 30 天的，威图公司有权取消该批订单，另向第三方采购；如因交付迟延导致威图公司取消订单而向第三方采购的，由此增加的采购价款和采购成本、损失均由供应商承担。

In case the delivery of products or performance of services is delayed for more than 30 days, Rittal may cancel the order and purchase such products or services from any third party; where Rittal cancels the order and purchase such products or services from a third party due to the delay in delivery of products or performance of services, the increased purchase price as well as the purchase costs and losses arising therefrom shall be borne by Supplier.

### **8.2 合同解除：**

**Termination of contract:**

除非本条款或合同另有约定，供应商违反本条款下其他任意约定情形之一的，经威图公司书面催告后未按照威图公司催告期限内予以纠正的，威图公司有权解除合同或取消订单。若供应商单方面解除合同的或因供应商原因威图公司解除合同的，威图公司有权要求供应商支付违约金和补偿损失。

Unless otherwise specified in these Terms or the contract, in case Supplier breaches any other provision of these Terms and fails to make correction within the time limit as notified by Rittal in writing, Rittal shall have the right to rescind the contract or cancel the order. Where Supplier unilaterally rescinds the contract or Rittal rescinds

the contract for any reason of Supplier, Rittal may require Supplier to pay the penalty and make compensation for losses.

## **第九条、产品所有权保留**

### **Article 9 Retention of Ownership of Products**

9.1 除非另有书面约定，威图公司不接受任何形式的产品所有权保留条款。

Rittal will not accept the retention of ownership of products in any form, unless otherwise agreed upon in writing.

9.2 威图公司接受后，产品所有权转移给威图公司。

Upon acceptance by Rittal, the ownership of products will pass to Rittal.

## **第十条、履约担保**

### **Article 10 Performance Guarantee**

10.1 如在合同签订后因供应商包括但不限于财务状况恶化或涉诉等相应因素影响供应商履行合同的，则威图公司有权要求供应商提供相应充分有效的担保。如果供应商未在合理期限内提供威图公司要求的充分有效担保的，威图公司有权解除合同。

In case Supplier's performance of the contract is affected by the deterioration of its financial status or any litigation involving Supplier after the contract is signed, Rittal shall have the right to require supplier to provide the sufficient and valid guarantee. Should Supplier fail to provide the sufficient and valid guarantee required by Rittal within a reasonable time limit, Rittal may rescind the contract.

## **第十一条、委托开发或设计**

### **Article 11 Entrusted Development or Design**

11.1 如供应商提供的产品或服务成果系威图公司特别委托开发或设计的，供应商应当按照原创要求进行开发与设计，不得复制、抄袭、仿冒和模仿，否则由此造成的一切损失由供应商承担。

In case the products or services provided by Supplier are developed or designed as

entrusted by Rittal, Supplier shall carry out the development or design according to the original requirements, and may not carry out copying, plagiarism, counterfeiting or imitation; otherwise all losses arising therefrom shall be borne by Supplier.

11.2 除非另有书面约定，供应商根据威图公司要求开发或设计所形成的一切知识产权和其他权益均归属于威图公司所有，供应商应将相应文件、图纸、和其他据以申请知识产权登记所需的一切资料移交给威图公司，并配合威图公司办理权利登记申请。

Unless otherwise agreed in writing, all intellectual property rights and other interests formed by Supplier's development or design according to the requirements of Rittal shall reside in Rittal. Supplier shall hand over the corresponding documents, drawings and all other materials required for application for registration of intellectual property rights to Rittal, and cooperate with Rittal in the application for registration of rights.

11.3 因受威图公司委托开发设计的产品应只向威图公司供应，供应商未经许可不得向第三人销售。

The products developed or designed as entrusted by Rittal shall only be supplied to Rittal, and Supplier shall not sell them to any third party without permission.

## **第十二条、关于图纸、技术信息和设备等**

### **Article 12 Drawings, Technical Information and Equipment**

12.1 供应商向威图公司提供产品或服务如双方约定由威图公司提供图纸、文件、技术信息、原材料、设备和工装等的，供应商应按照威图公司的要求保管、保密、使用和返还，威图公司所提供的图纸、文件、技术信息、原材料、设备和工装所形成的一切所有权、知识产权均属于威图公司。

With respect to the products or services supplied by Supplier to Rittal, in case both parties agree that Rittal shall provide the drawings, documents, technical information, raw materials, equipment and tooling, Supplier shall safeguard, keep confidential, use and return them as required by Rittal. All ownership and intellectual property rights of the drawings, documents, technical information, raw materials, equipment and tooling provided by Rittal shall reside in Rittal.

### 第十三条、质量保证

#### Article 13 Quality Warranty

13.1 供应商应对产品进行最终审查，以确保交付的产品没有缺陷。除非双方另有约定，供应商向威图公司供应产品的质量保证期至少为自威图公司验收合格之日起 **3 年**，但若双方约定的质量保证期短于国家规定的质量保证期的应执行国家规定的质量保证期。

Supplier shall conduct a final review on the products to ensure that the delivered products are free from defects. Unless otherwise agreed upon by both parties, the warranty period of products supplied by Supplier to Rittal shall be at least 3 years from the date of acceptance by Rittal. However, if the quality warranty period agreed upon by both parties is shorter than that stipulated by the State, the quality warranty period stipulated by the State shall apply.

13.2 供应商在质保期内应实行三包（包维修，包换货，包退货），同时产生的费用由供应商自行承担。

Supplier shall implement the 3R policies (including repair, replacement and refund) within the warranty period, and the expenses incurred shall be borne by Supplier.

产品质量出现任何问题，供应商应负责在 24 小时之内免费到场维修或更换，并需承担因产品质量缺陷给威图公司造成的一切损失和风险。

In case there is any quality problem in products, Supplier shall, at its own expenses, carry out repair or replacement on site within 24 hours, and shall bear all losses and risks incurred by Rittal due to quality defects of products.

在紧急情况下或供应商未在威图公司通知的时间内及时处理的，威图公司可自行或通过第三方修复该产品缺陷，费用由供应商承担。当货物交付更换或缺陷得到补救时，对修理或更换的部件的质保期应重新开始计算。

Under any emergency circumstance or in case Supplier fails to deal with the defect within the time limit notified by Rittal, Rittal may repair the defect of the products by itself or through a third party, and the expenses arising therefrom shall be borne by Supplier. When goods are delivered in replacement or defects are remedied, the

warranty for the repaired or replaced parts shall recommence with their re-delivery.

13.3 供应商向威图公司提供的所有产品及相关配件应当为生产商全新生产的合格产品，并符合威图公司的使用用途和使用目的。

All products and related accessories supplied by Supplier to Rittal shall be brand new and qualified products produced by manufacturer, and shall conform to the usage and purpose of Rittal.

13.4 第三方因供应商产品或服务不合格而向威图公司提出任何索赔的，供应商应赔偿威图公司由此所遭受的任何损失，该赔偿应包括但不限于因对该主张进行抗辩而产生的诉讼费、律师费、其他合理开支、索赔等；如召回的，召回的费用由供应商承担。

In case of any claim lodged by a third party against Rittal due to the disqualification of products or services provided by Supplier supplier shall compensate Rittal for all losses incurred therefrom. Such compensation shall include (without limitation) the legal costs, attorney's fees, other reasonable expenses and claims arising from the defense of such claim; in case of recall, the expenses of recall shall be borne by Supplier.

#### **第十四条、权利瑕疵担保**

##### **Article 14 Warranty for Defects in Rights**

14.1 供应商保证对其依据本采购条款向威图公司所交付的产品或提供的服务拥有合法的所有权、知识产权及其它权益，保证不侵犯任何第三方合法的所有权、知识产权及其它任何权益，保证未在交付物或服务上设置任何抵押、质押等负担或权利限制，否则，由此产生的一切责任由供应商承担，并保证不使威图公司受到任何损害，并赔偿威图公司的一切损失，包括但不限于诉讼费、律师费、调查费等各项费用。

Supplier warrants that, the products delivered or the services provided to Rittal have the legal ownership, intellectual property rights and other rights/interests, will not infringe upon the legal ownership, intellectual property rights and other rights/interests of any third party, and are free from any mortgage, pledge or other

burden or right restriction; otherwise, Supplier shall bear all liabilities arising therefrom, and shall indemnify and hold harmless Rittal against all losses, including but not limited to legal fares, attorney's fees and investigation fees.

14.2 在发生或可能发生供应商产品或服务侵权的情况下，供应商应自行承担费用采取下列威图公司接受的补救措施：

In case the products or services provided by Supplier actually infringe or may infringe upon any right, Supplier shall, at its own expense, take the following remedial measures acceptable by Rittal:

(1) 使威图公司得到继续使用和销售供应商所供应产品或服务的权利；

Acquire the right for Rittal to continue to use and sell the products or services supplied by Supplier;

(2) 用不侵权且符合双方合同的产品或服务替换该侵权的产品或服务；

Replace the infringing products or services with non-infringing products or services in accordance with the contract between both parties;

(3) 赔偿威图公司为抗辩此类索赔而产生的所有费用、支出和损失。

Compensate Rittal for all costs, expenses and losses incurred by Rittal in defending such claims.

## 第十五条 知识产权保护

### Article 15 Protection of Intellectual Property Rights

15.1 未经威图公司事先的书面许可，供应商的信纸、商业名片、促销材料和其它书面材料上均不得提及或使用威图公司之公司名称和商标。在任何情况下，供应商均不得申请注册含有威图公司名称或任何与威图公司名称相似的商标。

Supplier shall not refer to or use the company name or trademark of Rittal on iys stationery, business cards, promotional materials and other written materials without the prior written permission from Rittal. Under no circumstance shall Supplier apply for registration of any trademark containing the name of Rittal or any trademark similar to name of Rittal.

15.2 供应商经许可仅限于将威图公司商标用于供应给威图公司的产品，并遵守

威图公司适用的指令,但威图公司可随时撤回此类许可。一经威图公司提出请求,或法律要求的话,威图公司和供应商双方应订立单独的商标使用许可协议。

Supplier is only licensed to use the trademarks of Rittal on products supplied to Rittal, and shall comply with the applicable instructions from Rittal; provided that Rittal may withdraw such license at any time. At the request of Rittal or as required by the laws, Rittal and Supplier shall enter into a separate license agreement for trademarks.

15.3 未经威图公司书面同意, 供应商不得使用或许可第三人使用涉及威图公司的著作权、专利权、商业秘密权和其他知识产权。

Without the written consent from Rittal, Supplier shall not use or license the copyrights, patent rights, trade secret rights and other intellectual property rights relating to Rittal.

15.4 如供应商违反本第 15 条款下任何一项义务的, 威图公司有权立即终止合同, 一切后果由供应商承担。同时威图公司还有权要求支付双倍损失的违约金。

In case Supplier breaches any of its obligations under this Article 15, Rittal shall have the right to terminate the contract immediately, and all consequences arising therefrom shall be borne by Supplier. In addition, Rittal shall also have the right to claim against Supplier for penalty in amount equal to two times the losses.

## **第十六条、保密**

### **Article 16 Confidentiality**

16.1 供应商及其雇员应对其接触和知悉的威图公司的商业秘密及其他保密信息承担保密义务。

Supplier and its employees shall keep confidential the trade secrets and other confidential information of Rittal that they get access to and know.

16.2 除非得到威图公司的书面许可, 供应商及其雇员均不得将采购合同的内容及在采购合同执行过程中获得的威图公司商业秘密及其他保密信息向任何第三人泄露或允许第三人使用或非为威图公司采购合同目的使用。

Without the written permission from Rittal, Supplier and its employees may not disclose to any third party the contents of purchase contract as well as the trade



secrets and other confidential information of Rittal obtained during the performance of purchase contract, may not allow any third party to use them, and may not use them for any purpose other than the purchase contract of Rittal.

16.3 供应商违反保密义务任意情形之一的，威图公司有权要求供应商支付人民币 10 万元的违约金，并赔偿威图公司的一切损失。

In case Supplier breaches the confidentiality obligations, Rittal may require Supplier to pay RMB100,000 as penalty and compensate Rittal for all losses.

## **第十七条、合同转让**

### **Article 17 Transfer of Contract**

未经威图公司书面同意，供应商不得将采购合同项下权利义务转让给第三人，否则威图公司有权解除合同，并要求供应商按照合同金额的 20% 支付违约金。

Supplier shall not transfer the rights and obligations under the purchase contract to any third party without the written consent from Rittal; otherwise Rittal shall have the right to rescind the contract. The supplier is required to pay liquidated damages of 20% of the contract amount.

## **第十八条、备品备件**

### **Article 18 Spare Parts**

供应商应确保在最后一批交货后的十（10）年内，以公平和优惠的条件向威图公司或威图公司客户提供合同产品所需的替换件。

Supplier shall ensure that, within ten (10) years after the last delivery, Supplier will provide Rittal or Rittal's customers with replacement parts required for the contract products on fair and favorable terms.

## **第十九条、工具与材料**

### **Article 19 Tools and Materials**

威图公司为制造货物而交由供应商处置的材料、设备或工具应始终是威图公司的财产。如果供应商应威图公司要求采购或制造此类材料、设备或工具，威图公司

将在支付约定价格后获得其所有权。

The materials, equipment or tools that Rittal has placed at Supplier's disposal for manufacture of goods shall always be the property of Rittal. In case Supplier purchases or manufactures such materials, equipment or tools at Rittal's request, Rittal will acquire the ownership thereof upon payment of the agreed price.

供应商应负责对材料、设备和工具进行适当的维护和保管。除双方另有约定外，其费用已包括在货物的购买价中。

Supplier shall be responsible for proper maintenance and storage of materials, equipment and tools. Unless otherwise agreed upon by both parties, the costs have been included in the purchase price of the goods.

威图公司保留在任何时候要求交出属于威图公司财产的任何物品的权利。

Rittal reserves the right to demand the surrender of any item which is the property of Rittal at any time.

供应商无权将威图公司提供的材料、设备或工具用于其他客户的订单。

Supplier shall not be entitled to use the materials, equipment or tools provided by Rittal for orders from other customers.

## **第二十条、不可抗力**

### **Article 20 Force Majeure**

如果任何一方因火灾、洪水、地震、战争等任何超出任何一方合理的控制范围的不可抗力，而未能履行或未能按时履行其采购合同项下任何义务，则该未能履约的一方不就此未能履约或未能如期履约而向对方承担责任；但该受不可抗力影响的一方应在合理期限内（一般为发生后 15 天内）尽早通知对方这一情况，说明履约中止的日期及原因，而且应以合理的努力消除、补救或克服任何此类的原因。

而且，一旦导致阻碍或耽搁履约的此类原因终止，则应立即恢复履行此类义务。

In case either party fails to perform or delays in performance of any of its obligations under the purchase contract due to any force majeure beyond its reasonable control such as fire, flood, earthquake or war, such party shall not be liable to the other party for such failure or delay; however, the party affected by the force majeure shall inform the other party of the situation as soon as possible within a reasonable time limit (generally within 15 days of occurrence), stating the date and reason for suspension of performance, and shall use reasonable efforts to eliminate, remedy or overcome the cause thereof. Furthermore, the performance of such obligations shall be resumed immediately upon the termination of the cause of such failure or delay.

## **第二十一条、廉洁**

### **Article 21 Integrity**

供应商不得向威图公司人员以提供贿赂、钱款、财物、福利、招待、礼品等方式损害和破坏威图公司人员职务行为的廉洁，如遇威图公司人员基于其私人利益向供应商索取包括但不限于回扣、贿赂、招待、好处的，供应商应立即向威图公司报告披露并配合相应调查。如供应商违反本条款相应规定的，威图公司有权提前解除合同。

Supplier may not damage or destroy the integrity of personnel of Rittal during performance of their duties by providing bribe, money, property, welfare, entertainment or gifts. In case the personnel of Rittal ask for benefits (including but not limited to kickback, bribe and entertainment) from Supplier based on their private interests, Supplier shall immediately report to Rittal and give cooperation in the corresponding investigation. Where Supplier violates the corresponding provisions of this Article, Rittal shall have the right to rescind the contract ahead of schedule.

## **第二十二条、供应链中的公司责任**

### **Article 22 Corporate Responsibility in Supply Chain**

供应商承诺遵守“威图社会责任行为准则”，支持 Friedhelm Loh 集团的社会价

值观。

Supplier undertakes to comply with the *Code of Conduct for Social Responsibility of Rittal* and support the social values of Friedhelm Loh Group.

### 第二十三条、保留条款

#### **Article 23 Reservation**

如因遵守国内、国际外贸规定或海关规定或任何禁运、制裁规定而无法履行合同，则威图公司不再承担履行合同的义务。

In case it is impossible to perform the contract due to compliance with any domestic or international foreign trade regulation or customs regulation or any embargo or sanction, Rittal will not be obliged to perform the contract.

### 第二十四条、出口控制和外贸数据合规

#### **Article 24 Export Control and Foreign Trade Data Compliance**

供应商应遵循所有适用的出口控制、海关和外贸的法规（以下简称“外贸法规”），并应获得所有必要的进出口许可，除非按照适用的外贸法规应由威图公司或其他主体申请进出口许可。供应商必须及时书面通知威图公司为遵守所有外贸法规所要求的任何信息和数据，且对所有出口管制和对外贸易数据的完整性与准确性负责。

Supplier shall comply with all applicable export control, customs and foreign trade regulations (hereinafter referred to as “Foreign Trade Regulations”) and shall obtain all necessary import and export licenses, unless such licenses shall be applied for by Rittal or any other entity in accordance with applicable Foreign Trade Regulations. Supplier shall promptly notify in writing Rittal of all information and data necessary for compliance with all Foreign Trade Regulations and shall be held liable for the completeness and accuracy of all data relating to export control and foreign trade.

### 第二十五条、网络安全和数据保护

#### **Article 25 Cybersecurity and Data Protection**

供应商承诺遵守所有与网络安全及个人信息保护相关的适用法律。

Supplier undertakes to comply with all applicable laws related to network security and personal information protection.

## **第二十六条、仲裁**

### **Article 26 Arbitration**

凡因本一般采购条款及双方交易合同所产生或引起的一切争议，合同双方首先应通过友好协商解决。协商不成的，任何一方均应将争议提交上海仲裁委员会依照现行有效的仲裁规则进行仲裁。仲裁裁决是终局的，并对双方具有约束力。仲裁费和胜诉方的律师费应由败诉方承担，除非仲裁裁决有任何其他规定。

All disputes arising from or in connection with these Terms or the transaction contract between both parties shall be settled through amicable negotiation between both parties. In case no settlement can be reached through negotiation, either party shall submit the dispute to Shanghai Arbitration Commission for arbitration in accordance with the then valid arbitration rules. The arbitration award shall be final and binding on both parties. The arbitration fee and the attorney's fee of the winning party shall be borne by the losing party, unless otherwise stipulated in the arbitration award.

## **第二十七条、适用法律**

### **Article 27 Governing Laws**

凡本一般采购条款及相应的合同适用中华人民共和国法律（香港、澳门和台湾法律除外），并按照其解释。

These Terms and the corresponding contract shall be governed by and construed in accordance with the laws of the People's Republic of China (excluding the laws of Hong Kong, Macau and Taiwan).

## **第二十八条、文字语言**

### **Article 28 Language**

本一般采购条款用中英文两种文字书写，如两种文字版本规定不一致的，应以中

文版本为准。

These Terms are made out in both Chinese and English languages. In case of any discrepancy between Chinese version and English version, the Chinese version shall prevail.