

## 一般采购条款

### 1. 排他性

1.1 除非我们有书面的不同表示，本“一般采购条件”适用于我们的所有采购。

1.2 除非我们已书面表示接受，供货方的一般供货条件或其他供货协议不适用于我们的采购。

1.3 另行约定的贸易术语如 FOB, CIF, DDP 等应按照 INCOTERMS2000 来解释。如有不一致之处，后者应优先于本一般采购条件适用。

### 2. 供货商的企业责任

2.1 供货商应遵守并配合 MAN 关于“供应商和业务伙伴行为准则”中规定的准则。

2.2 如果供货方聘请第三方履行职责，则应确保任何第三方符合 MAN 的“供应商和业务合作伙伴行为准则”。在任何情况下，第三方的任何此类合同交易需均受我方明确的事先书面许可，并且任何供货方的分包商必须承担供货方所承担的保密义务。

2.3 如果供应商不符合“供应商和业务伙伴行为准则”规定的原则，买方有权立即终止合同。

## General Conditions of Purchase

### Exclusivity

These General Conditions of Purchase shall apply to all our purchases, unless we have expressly agreed otherwise in writing.

Supplier's general conditions of supply or any other supply agreement shall not apply to our purchase, unless we have expressly accepted them in writing.

Separately agreed trade terms like FOB, CIF, and DDP etc. shall be interpreted in accordance with the Incoterms 2000. In the case of any inconsistency the latter shall prevail over these General Conditions of Purchase.

### Supplier's Corporate Responsibility

The supplier shall observe and comply with the principles stipulated in the MAN Code of Conduct for Suppliers & Business Partners .

If the supplier engages third parties to fulfill its duties, it shall ensure that any third party complies with the MAN Code of Conduct for Suppliers & Business Partners. Any such engagement of any third party is in all events subject to the express prior written approval of purchaser. Any subcontractor has to undertake the same secrecy obligations as are imposed upon the Supplier.

If the supplier does not comply with the principles stipulated in the MAN Code of Conduct for Suppliers & Business Partners, purchaser has the right to terminate the contract for good cause with immediate effect.

### 3. 要约

供货方的所有要约的提交不用由我们支付成本。除非我们或供货方另行书面规定，要约应自我们收到之日起 90 日内有效。即使要约是由我们邀请做出的，要约的成本也不应由我们承担。

### 4. 订单形式

4.1 订单须使用我们的正式书面格式，通过传真、信函或电子邮件发送，并由最少两位经授权的代表签署，否则无效。

任何口头协议、修改或改变须经我们书面确认后方为有效。

4.2 如果订单中明确声明，有关补充订单、草稿、图纸、评论、规格等是订单的一个组成部分，且由我们签署日期并出具，则上述规定也适用于这些补充订单、草稿、图纸、评论和规格。

4.3 在收到我方订单后 3 个工作日内供货方没有书面反对意见，或供货方已开始订单的执行，则视为双方已签定合同。对于订单任何条款的书面不同意见只有在收到我方书面确认后 3 日后才被认为接受。

### Offers

All offers of Supplier are to be submitted without cost to us. Unless otherwise provided in writing by us or by the Supplier, offers shall be open for acceptance for 90 days from the day we receive them. All offers shall be without cost for us, even if they have been submitted on our request.

### Form of orders

Orders shall only be valid, if they are placed in writing on our official form, by fax, mail or electronic mail transmission and signed by at least two authorized representatives.

Any oral agreement, amendment or change has to be confirmed by us in writing in order to become valid.

The same shall apply to supplementary orders, Sketches, drawings, comments, specifications, etc. that shall form an integral part of our orders to the extent they are expressly mentioned as such therein and are dated and initialed by us.

The contract shall be deemed to have been entered into upon receipt of our order without opposition in writing within 3 working days, or upon the start of execution of our order by Supplier. Opposition in writing with respect to any clause of the order shall not be deemed as accepted until 3 days after receipt of our written confirmation.

4.4 如供货方就合同的基本部分，尤其是数量、价格或期限方面发现了错误或可讨论的点，供货方有义务向我方询问。他有责任熟悉所有基本的日期、情况以及相应的目的，并有责任知晓第三方的供货/服务方面的限制。

The Supplier is obliged to inquire with us, in case he perceives an error or open point as regards essential parts of the contract, particularly in respect of quantity, price or term. He is responsible for getting acquainted with all essential dates, circumstances and the respective intended purpose and for knowing the limits of supply as regards the supplies/services of third parties.

## 5. 分包

## Subcontracting

5.1 如果供货方希望将通常由其生产的有关单元或部件交由第三方生产，他应当及时征求我方的事先书面批准。我方的批准不解除供货方对整个订单的排他的责任。

If the Supplier intends to have the units or components, which are usually manufactured in his works, made by a third party, he shall in due course ask for our prior written approval. Our approval shall not release Supplier's exclusive responsibility for the entire order.

5.2 供货方应对分包商供应的部分负责，使其按照供货方自己的供货同样的条件提供。他应当尽一切可行的努力选择能提供质量保证制度的分包商；无论在任何情况下，如果分包商无法提供该制度，则必须提供关于该制度的充分声明。

Supplier shall be liable for the components procured by his subcontractors under the same conditions applicable to his own supplies. He shall endeavor wherever feasible, to call in subcontractors, who can furnish a quality assurance system and in any case are able to produce an adequate declaration of the same if the quality assurance cannot be provided.

## 6. 价格

## Prices

6.1 经同意的价格应为固定价格，在订单执行的整个期间不得改变。最终的增值税（VAT）应单独列明并出具发票。

The prices agreed shall be deemed to be fixed prices and remain unchanged during the whole execution of the order. An eventual value added tax (VAT) shall be stated and invoiced separately.

6.2 如果没有就价格明确和毫不含糊地达成一致，我方保留退货的权利，费用由供货方承担。

Where the price is not definitely and unambiguously agreed upon, we reserve the right to return the goods at cost of the

supplier.

6.3 如果要求的关于材料的证书或质量要求被 迟延提供，我方保留对约定的付款期限进 行适当延迟的权利。

On delay of the requested certificates of material or quality demands, we reserve the right to extend any agreed payment period appropriately.

## 7. 材料的提供

## Provision of materials

我方为履行订单而提供的原材料即使在生产和处置之后仍为我方所有。在生产或处置之前，该原材料应做相应标记并分别存放。如我方要求，生产废料应归还我方。如有原材料有错误或不足，供货方应立即通知我方，否则即放弃此抗辩权利。

The title to materials supplied by us for execution of an order shall remain ours even following machining or processing. Such materials shall be marked accordingly and shall be stored separately until machined or processed. On demand by us, machining waste shall be returned to us. The Supplier has to notify us immediately of any faulty or insufficient material otherwise this defense shall be forfeited.

## 8. 交货期限，延迟的后果

## Delivery period, Consequences of delays

8.1 如经同意的货物在交货期限前到达目的地，交货期限的要求应被视为已遵守。

The delivery period shall be deemed to have been observed provided the agreed consignment has arrived at destination before expiry of such period.

8.2 如果供货方预计部分或全部交货无法在交 货期限内完成，他应立即通知我方，并 声明原因以及预期的延迟时间。

Should Supplier foresee that part or all of a consignment cannot be made within the delivery period, he shall notify us immediately, stating the reasons and the expected duration of the delay.

8.3 如约定的交货期限未得到遵守，无论供 货方是否进行了通知，也无论是否有违约 金的约定，我方均保留寻求法律救济的权 利。

In cases of failure to observe agreed delivery periods, we reserve the right to enforce our legal remedies, irrespective of whether Supplier has notified the delay and of whether liquidated damages have been stipulated.

8.4 供货方不得以应由我方提供的基本文件、部件或其他物件未提供作为抗辩，除非这些抗辩已经在适当时间被提出，或者当供货日期有约定时，已经书面发出了提醒函。

8.5 如果交货迟延超过约定日期两周以上，供货方除须赔付交货迟延造成的损害以外，还应支付罚金。该罚金数额为应交货物购买价格的 0.5%/周，但迟延的罚金不得超过购买总价的 5%。如整体交货迟延超过三个月，我方无论在何种情况下均有权通过单方面书面通知解除合同，该解除不损害我方的任何其他权利。

## 9. 包装，文件，装运，保险，风险承担

9.1 除非我方的装运指示有相反规定，货物应运费已付运至目的地。供货方应负责有效的和合适的包装；运费应单独列明。

9.2 包装应使得货物在运输过程和之后的任何储藏过程中有效地排除损害和腐蚀。包装应符合中国健康、安全和环保方面的所有相关法律规定。供货方应对不当包装造成的损害负责。关于对包装的特别约定（适合海运或长期包装），应遵守我方指示。

Suppliers shall not be entitled to use the non-arrival of essential documents, components or other objects to be supplied by us as a defense, unless the same have been demanded in good time or, where supply dates have been agreed, a reminder has been sent forthwith in writing.

If delivery is executed more than two weeks after the agreed date, Supplier shall pay a penalty for the delay in excess to the damages caused by the delay of delivery. This penalty amounts to 1/2 percent of the agreed purchase price of the whole delivery for every full week's delay, but the penalty of delay shall not exceed 5% of the entire purchase price. In case the whole delivery is delayed more than 3 months, we are in any case entitled to terminate the contract by unilateral written notice, without prejudices to any other right.

## Packing, Documents, Shipment, Insurance, Assumption of risk General

Failing shipment instructions from us to the contrary, consignments shall be shipped freight paid to destination. The Supplier shall be responsible for the competent and appropriate packaging; freight costs have to be stated separately.

Packaging shall be so executed that the goods are effectively protected from damage and corrosion during shipment and any subsequent storage. Packaging shall be in compliance with all relevant regulations of the PRC in respect of health, safety and environmental protection. Suppliers shall be liable for damage due to improper packing. Where special packaging is agreed (seaworthy or long-term packaging) our

instructions have to be observed.

9.3 供货方应承担由于未能遵守我方关于包装、运输和清关等方面的指示而造成的成本和损失。

Suppliers shall bear all costs and prejudices arising from failure to conform to our instructions as to packaging, shipment, Customer clearance, etc.

9.4 运输保险应由供货方办理及付费。

Transportation insurance will be covered by Supplier.

9.5 如拆装需要特别注意，供货方应及时通知我方。

Where special care is necessary during unpacking, we shall be notified thereof in good time.

9.6 我们保留退回包装材料并冲抵向我方收取的款项的权利。运回这些材料的成本由我方承担。

We reserve the right to return packing material against credit of the amount charged us. The cost of return shipment shall be to our account.

## 10. 交货

## Delivery

10.1 货物装运前应就质量和数量是否符合我方订单进行检查。交获单应确认该检验已进行。只有通过检验的材料才能够装运。

The goods have to be checked before shipment to comply in terms of quality and quantity with our order. The inspection has to be confirmed on the delivery note. Only material, which has passed the inspections shall be delivered.

10.2 所交货物在型号、质量、数量、包装和技术参数等方面必须严格符合我方订单规定，并适合我方指定的用途。我方有权利（但无义务）在交货时进行检验。如有货物不符情况，我方有权立即拒收货物，并要求更换，且不影响我方要求损害赔偿的权利。

The delivered goods shall be in strict conformity with the stipulation of the order in respect of type, quality, quantity, packing and technical parameter, and be suitable for the stipulated use of us. We have the right (but no obligation) to inspect the goods upon delivery. Non-conformity shall entitle us to immediately reject the goods and ask for replacement without prejudice to our claim of damages.

10.3 除非我方事先明确批准，不得进行部分交货以及提前交货。否则我方有权拒收此类交货。

Part deliveries and deliveries prior to the date of delivery shall not be executed without our express prior approval. Otherwise we have right to reject such

10.4 每笔交货须包含详细的交货单（发货单），包括我方参考号尤其是采购订单号。对于交货地点不同的交货，我们要求分别提供交货单。发票应一式两份，另行邮寄给我们。不符合要求所产生的任何成本由供货方承担。

10.5 所有往来函件（信函、交货单、发票等）必须表明我方的采购订单号、下单日期、货品指示，并附加毛重和净重说明。发货单必须根据订单指明交货地。

## 11. 所有权转移，收益和风险

除非书面另行规定，所有权、收益和风险在货物转移给我方时转移。货物转移在交货且我方确认收货时发生。如果某批交货的装运单据未按照指示提供，该货物的储存由供货方承担费用和 risk，直到这些装运单据提供为止。

## 12. 采购方客户取消订单

12.1 如果我方根据我方客户订单要求供货，因非可以归责于我方的原因，客户取消订单的，我方有权取消合同。

12.2 在取消订单的情况下，我方将补偿供货方经证明的、为履行已下订单所必要发

deliveries.

Each consignment has to include detailed delivery note (dispatch note) including our references in particular our purchasing order number. For consignments to different delivery addresses, we require separate delivery notes. The invoice, in duplicate, has to be sent to us by separate mail. Any additional costs due to non-compliance shall be borne by Supplier.

All correspondence (letters, delivery notes, invoices etc.) must show our purchasing order number, order date, article designations with indication of gross and net weight. The dispatch note must indicate our delivery address according to the order.

## Transfer of title, benefit and risk

Unless otherwise agreed in writing, title, benefit and risk shall pass to us on transfer of property of the goods. The transfer of property shall take place on our acknowledgement of receipt after delivery. Should the required shipment documents for a consignment not be supplied in accordance with instructions, the consignment shall be stored at Supplier's charge and risk until arrival of the same.

## Cancellation by the Client of the Purchaser

In case our client should cancel his placed order, for the performance of which the supply was intended, for reasons not attributable to us, we shall be entitled to cancel the contract.

In case of cancellation we shall reimburse the Suppliers proven expenses, which he

生的、到订单取消时为止的费用。该费用不包括后果性损失或间接损失、经营利润、特许权使用费、系列机器的开发成本，以及供货方的其它类似成本。

### **13. 生产控制**

我方或我方代表有权对生产地进行检查和永久性检验，并相应地拒绝在生产过程中的有瑕疵的部分。最终检验或检查并不解除供货方对整个交货/履约的独家责任。在订单履行过程中，供货方应给与我方进入其生产厂房（以及他的分包商的生产厂房）的永久性免费许可。

### **14. 接受，保证**

**14.1** 我们保留发货前在供货方地点检验货物的权利。

**14.2** 除非另有相反的特别约定，接受应在目的地交货且签发收货单后生效。如果需要安装、调试或试运行，在该安装、调试或试运行完成前，接受不生效。接受不得影响我方的下述权利。

**14.3** 供货方在此保证，在保证期内，所供货物无任何可能影响其所有权、价值或针对所欲目的的适用性的瑕疵；货物拥有所述特征、运行数据和规格；货物符合所有

necessarily incurred for the appropriate execution of the placed order until the cancellation. These shall not include the consequential or indirect damages business profit, royalties, development costs for serial machines and other similar cost of the Supplier.

### **Production control**

We or our representatives shall be entitled to carry out inspections and permanent examinations at the production, and reject the faulty parts respectively during manufacturing. Eventual inspections or examinations shall not relieve the Supplier of his exclusive responsibility for the whole consignment/performance. During the execution of the order the Supplier shall allow us permanent free access to the manufacturing plants (as well as to those of his subcontractors).

### **Acceptance, Guarantee**

We reserve the right to inspect the goods prior to dispatch at Supplier's premises.

Save a special agreement to the contrary, acceptance shall take place after delivery and the issuance of acknowledgement of receipt at the place of destination. Should an installation, a commissioning or a test run be needed, acceptance does not occur before the installation, commissioning or test run is completed. Acceptance shall not prejudice rights we enjoy set forth below.

Supplier hereby guarantees that within the guarantee period, the items supplied are free of any defects which might impair their title, value or their suitability for their intended use, that they possess the stated



相关 法律法规和其他规章的要求。

如在保证期内，货物/其运行或其部分非因我方过错而与 13.3 条的规定的保证不符，供货方应根据我方意见在货物所在地对该瑕疵进行补救，或由他人对其进行补救，费用由供货方承担，或者，供货方应免费向我方提供替代货物。

14.4 供货方在此保证，供货方及其分包商在履行订单时遵守了 ISO9000 到 9004 标准的所 有关于质量保证的原则。

14.5 如供货方未能及时对瑕疵作出补救，或在 紧急情况下，我方有权自行进行补救或由 其他方进行补救，费用和 risk 由供货方承担。

14.6 我方无义务对交货进行即时检验。瑕疵只 在被发现时才通知。供货方现放弃迟延通知的抗辩。如证书、检验报告或其他类似 文件作为经同意的交货范围的一部分被提供，其中包含的数据应作为担保事项，即 使这些证书等出自供货方的分包商。

14.7 保证期为调试后一年；但至少为发货后两 年，除非双方另有书面约定。如某部分的 安装因修理而不能工作，则保证期与

characteristics and the prescribed performance figures and specifications and that they are in conformity with any relevant laws, regulations and any other provisions.

Should it emerge during the guarantee period that the consignment/performance or portions thereof fail without fault on our part to conform to the guarantee provided by Clause 13.3, Supplier shall at our option forthwith remedy the defects or cause them to be remedied at his own expense and on the spot or shall supply us free of charge with non-defective replacement.

Supplier hereby guarantees that he and his subcontractors in executing the order have applied the principles of quality assurance according to the relevant standards ISO 9000 to 9004.

Should Supplier fail to remedy defects forthwith or should the case be urgent, we shall have the right to remedy the defects ourselves or cause them to be remedied at Supplier's charge and risk.

We shall not be obliged to inspect the consignment immediately. Defects will be notified on detection. Suppliers hereby waive the defense of tardy notification. If certificates, test reports or similar documents were provided as part of the agreed scope of the delivery, the data contained therein shall be deemed as warranted characteristics, even if such certificates etc. originate from subcontractors of the Supplier.

The guarantee period shall extend 1 year from the commissioning, however, at least 2 years from the date of dispatch, unless

该修理期同等顺延。

14.8 如在保证期终止后，我们能够证明，瑕疵是由于生产误差所造成，供货方应对该瑕疵进行补救，或免费提供无瑕疵的替代货物。在此情况下，因对我方设计图纸和文件的偏离而造成的误差被视为生产误差。

14.9 如发生质量参数方面的纠纷，应寻求专家意见。如双方无法就专家达成一致，双方应寻求上海市质量技术监督部门或其推荐的产品质量检验机构的意见/裁决。双方承诺，将接受根据不同情况下经同意的专家或机构的结论。专家意见/有关机构的成本由过错方承担。

14.10 如须替代交货，先前所交货物应留给我方免费使用，直到无瑕疵的替代货物交付我方可供使用为止。上述规定同样适用因错误供货而造成的合同全部或部分撤消。

14.11 替代供货或维修部分应与最初供货一样适用保证；经维修或替代的货物的保证期从他们被交付使用时重新起算。

otherwise agreed upon between the parties in writing. The guarantee period shall be extended by any time during which an installation is out of service for repair.

If we can prove after the expiry of the guarantee period, that a defect is due to a manufacture defect, the Supplier shall remedy this defect or supply of faultless replacement free of charge. In this context defects resulting from deviations of our design drawings and documents are considered to be manufacturing defects.

In the events of disputes on quality parameters, expert opinion will be obtained. If the parties cannot agree on the expert, the opinion of Shanghai Administration of Quality and Technology Supervision or its recommended institution of quality inspection will be sought. The parties undertake to accept the result of the agreed expert or the institution as the case may be. The cost of the expert opinion /institution shall be borne by the party at fault.

Where substitute delivery is made, the items originally delivered shall be left with us for use free of charge until impeccable substitute supplies are available to us ready for service. The same shall apply in case of entire or partial cancellation of the contract due to faulty supply.

Cancellation of the contract due to faulty supply. Replacement supplies and repairs shall be guaranteed with the same benefits as applied to the original supplies themselves, the guarantee period for repaired or replaced parts commencing to run anew from the date at which they are

14.12 在不损害上述条款的普遍性的前提下，我方均有权提出法律所提供的其他权利请求。

## 15. 知识产权

15.1 在合同订立之前或之后交给供货方的所有文件，如图纸、草稿、算式、模型以及铸造模版等，其知识产权仍为我方拥有。供货方将仅为履行订单这一单独目的使用这些文件。除非经我方事先书面同意，供货方不得根据这些文件为第三方生产产品，或复制这些文件，或以任何方式使其为第三方知悉，除非该第三方直接履行本订单或其部分。

15.2 经我方要求，所有文件连同其复制件应返还我方。如所订货物未能交付，供货方应将所有文件立刻返还我方。

15.3 只有经我方事先书面同意，供货方才能够为广告目的将我方公开。

## 16. 侵犯第三方权利

供货方保证，对所供货物/其运行的使用或处置未侵犯第三方的知识产权或其他权利。供货方承诺，因任何权利请求和诉讼对我方进行补偿，并承诺在任何情况下保证我方对货物/运行的使用。

taken into service.

Without prejudice to the generality of the foregoing we will in any event be entitled to such other claims as may be provided by law.

## Intellectual property rights

The intellectual property rights of all documents, like drawings, sketches, calculations, models and foundry patterns etc. which are handed over to the Supplier before or after the conclusion of the contract, remain with us. The Supplier will use these documents for the exclusive purpose of executing our order. Without our prior written approval, he shall not be entitled to manufacture products based on these documents for third parties or to copy such documents or to make them known in whatever way to third parties, who are not directly charged with the execution of the order or parts thereof.

All documents together with all copies or reproductions shall be handed over to us on demand. Should the supplies ordered not be delivered, the Supplier shall return all documents to us immediately.

Publications for advertising purposes, which mention us, shall only take place after our prior written approval. Infringement of third parties rights.

## Infringement of third parties rights

The Supplier guarantees that by using or disposing of the supply/performance no intellectual property rights or other rights of third parties are infringed. He undertakes to indemnify us against all claims and actions and in any event he shall render the

use of the supply/performance possible.  
Work carried out in our facilities.

## 17. 用我方设施工作

如工作在我方场地或在建筑或安装工地进行，本一般采购条件将被我方针对外部公司的安全指示和规则所补充，该安全指示和规则根据供货方的要求提供。另外，供货方应遵守我方所有的关于场地的规定。供货方必须为其在工作场地工作的所有人员办理保险。

## Work carried out in our facilities

Where work is carried out in our own facilities or on construction or erection sites, these General Conditions of Purchase shall be supplemented by our safety instructions and rules for outside firms, a copy of which is available for inspection upon Supplier's request. In addition, Supplier shall observe all the site regulations of us. Supplier must arrange insurance for all persons delegated to the job site.

## 18. 图纸，试验证书，操作指示

18.1 我方对建筑图纸的批准不应解除供货方对其供货的责任。为设备适当维护的目的，最终建筑图纸，试验证书，维护及操作指示以及备用品清单应按照要求的数量和语言不迟于货物的到达提供给我方。

## Drawings, Test certificates, Operating instructions

Suppliers of their responsibility for the supplies. Final construction drawings, test certificates and the maintenance and operating instructions and spare parts lists required for the proper maintenance of the supplies shall be handed to us in the quantities and languages requested not later than arrival of the supplies. (设计图纸)

18.2 图纸，工具，模型及其他我方提供给供货方的物品仍为我方财产，应在订单履行后返还给我方。这些物品应适当存储并保险，以免除任何损失或损坏。

Drawings, tools, models and the like made available by us to Suppliers shall remain our property and shall be returned to us after execution of the order. They shall be properly stored and insured against loss or damage of any kind.

## 19. 付款条件

19.1 除非双方另有约定，收货后 30 日内应支付货款，同样方法也适用于约定提交的文件。但是，出具发票的时间应为约定交货日后 30 天或约定安装完成日 30 天，以在前者为准。

19.2 我方保留就我方或者 MAN 集团的其他公司的反请求进行抵消的权利。供货方无权将其针对我方的请求权转让，除非经我方批准。我方不得不合理地拒绝批准该转让。

19.3 我方不接受货到付款（COD）的交货条件或货运公司代收款项。

19.4 如果我方提前付款，供货方须提供金额为提前付款数额的，不可撤销的银行保函。

## 20. 合同文件的优先顺序

如不同合同文件有冲突之处，应适当下述优先次序：

- a) 我方订单；
- b) 我方技术规格，如安装和/或安全规章；
- c) 一般采购条件

## 21. 适用法律，争议解决机构

## Terms of payment

Unless otherwise agreed, payment shall be executed within 30 days of receipt of the goods and the same shall be applied to the documents agreed to be delivered; the invoice, however, at the earlier 30 days after the agreed date of delivery or after the agreed erection completion date respectively.

We reserve the right to offset counter-claims by ourselves or other companies in the MAN Group. Suppliers shall not be entitled to assign claims against us except with our approval, which we will not unreasonably withhold.

We do not accept Cash on Delivery (COD), or collection by forwarder on delivery.

Where we make advance payments, Suppliers shall provide an irrevocable bank guarantee to the amount of the advance payments.

## Order of precedence of contract documents

In the event of contradictions among several contract documents the following order of precedence shall be in effect:

- a) our order
- b) our technical specifications such as erection and / or security regulations
- c) General Conditions of Purchase

## Applicable law, Jurisdiction

21.1 中华人民共和国法律应适用。如合同任何部分援引了国际公约或惯例或标准，这些公约，惯例或标准应优先于有效的中国非强制性法律适用。

The law of People's Republic of China shall govern. Where any International convention or, usage or standard is invoking in any part of the contract it shall be applicable and prevail over non-compulsory China law in force.

21.2 除关于技术参数的争议外，任何争议应提交中国国际经济贸易仲裁委员会（CIETAC）上海分会，由三人组成的仲裁庭仲裁。败诉方承担所有仲裁费用，包括胜诉方的律师费。

Except for the disputes of technological parameters, any disputes shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) Shanghai for arbitration by a tribunal constituted by three arbitrators. The losing party shall bear all arbitration expenses, including attorney fee of winning party.

21.3 本一般采购条件以英文和中文书就。如两种文本有冲突，以中文为准。

This General Conditions of Purchase are written in English and Chinese. Should any discrepancies arise, the Chinese version shall prevail.