

欧尔迈技术（常州）有限公司

一般采购条款和条件

1. Area of Application / Placing of Orders

1.1. The legal relationships between the Supplier and Aumann including the companies associated with Aumann shall be subject to the terms and conditions stipulated in this document. Any modifications and amendments have to be made in writing (cf. Article 11 Contract Law). Any other general terms and conditions of business shall not be applicable even if no explicit objection has been made against them in a particular case.

1.2. Any contracts shall fix the item to be delivered and the terms and conditions to be applied and the contracts shall be binding if they are executed on Aumann forms with a proper and correct signature and company chop and are available at Aumann with a proper and correct counter-signature/ company chop by the Supplier. This latter provision shall likewise be applicable in case of any modifications or amendments. The item to be delivered is specified by the particular Aumann material number mentioned in the contract and by the documentation established accordingly. A liability for quantities and deadlines of deliveries shall only become effective through delivery schedule arrangements or call-off orders which can be submitted to the Supplier in writing. Insofar as the Supplier does not object immediately on receipt, the delivery schedule or release order shall be deemed to have been accepted by the Supplier without any order confirmation being required. The goods must be delivered together with delivery documentation and qualified quality documentation or certification. The supplier must follow the latest version of drawing provided by Aumann, whatever raw material or processing condition. If the raw material or processing condition should be substituted, it must with Aumann's prior consent in writing. If not, Aumann has the right to withdraw the contract or reject the goods.

1.3. No transfer or assignment of a purchase order to any third parties shall be authorized without Aumann's prior consent in writing.

1.4. Product modifications or changes in the Supplier's production methods, which result in an amendment of the drawing specification or quality standards or otherwise affect the operational reliability and function of Aumann products, shall only be permitted with the prior written consent of Aumann and shall only be remunerated by prior written agreement. Working hours completed shall only be calculated on the basis of recognized working hours that have been signed off by Aumann or its representatives.

1. 适用范围/下单

1.1. 供应商和 Aumann 及其他与 Aumann 合作的公司均受本文件所述条款和条件的制约。任何修改和修订条款都需以书面形式进行（参见《合同法》第 11 条）。在特殊情况下，如果未对此条款做出明确反对，其它任何形式的商业一般条款和条件均不适用。

1.2. 所有合同均需明确交付的商品以及适用的条款和条件。合同经 Aumann 与供应商正确盖章签字后，即对双方都具有约束力。此条款同样适用于对合同的修改。交付商品需明确标出合同提到或文件中规定的 Aumann 专用材料号。对于交货计划安排，Aumann 需以书面形式通知供应商交货数量及交货期限，或订单取消计划。如供应商未及时对收到的信息提出异议，则默认为供应商已接受交货计划或下放的订单，即使供应商未进行订单确认。送货单，质检报告及合格证书需随货交付。无论是原材料还是加工工艺，供应商须按照 Aumann 提供的最新版本图纸生产。如需替换原材料或加工工艺，必须提前得到 Aumann 的书面同意，否则 Aumann 有权取消合同或拒绝接收交货。

1.3. 在没有提前取得 Aumann 书面同意之前，不得向任何第三方转让全部或部分采购合同。

1.4. 如因供应商生产工艺导致产品发生更改或变更，并导致图纸技术参数、质量标准或其它的变化而影响 Aumann 产品的功能及运行的可靠性，所有这些都需提前得到 Aumann 的书面同意确认方可进行修改，并且须按预先签订的书面协议进行赔偿。所完成的工时以 Aumann 或其代表签字确认后的工作时间为准。

2. Delivery and Performance Dates and Deadlines

2.1. Delivery shall be effected on the dates mentioned in the delivery schedule call orders or call-off purchase orders. Observation of the deadlines shall be deemed as an essential contractual obligation due to the production in series. Unless otherwise agreed, all deliveries shall be made "Carriage Insurance Paid" (CIP, Incoterms 2010) to the Aumann factory or such other premises as indicated in the purchase order.

2.2. The effective date and time for the observation of the deadline or period fixed shall be the date and time of receipt at the Aumann factory to be supplied or at the place of delivery contractually agreed.

2.3. Unless delivery on the basis "ex works" has been agreed, the Supplier shall be committed to make the merchandise available for loading and dispatch in due time and to announce the transport of the merchandise to the transporting agent agreed for collection of the merchandise, while observing the usual time required for loading, dispatch and transport.

2. 交货和履约日期及截止日期

2.1. 交货日期按照交货计划单、单个采购订单或取消的采购订单执行。由于生产的串联性，按期交货是合同中一项比较重要的责任。除非另行协定，所有订单需以“运费、保费预付”（CIP，《国际贸易术语解释通则》（2010年））交付至 Aumann 工厂或采购单上标注的其它地方。

2.2. 交货截止日期或期限的生效日期和时间，是指在 Aumann 工厂内收货或合同规定的场所内收货的日期和时间。

2.3. 除双方同意按“出厂交货”方式交货外，供应商应负责商品的装载和按时派送，并告知运输代理商保证商品完好无损，同时注意装载和运输通常所需的时间。

3. Delay in Delivery

3.1. If the date of delivery agreed is not observed as a result of a circumstance for which the Supplier is responsible, the Supplier shall be obliged towards Aumann to provide a compensation for the damage caused by the delay. Acceptance of the delayed delivery or performance shall not be deemed as a waiver of any further claims arising from such delay.

Notwithstanding the above, anticipated delays in delivery must be reported to Aumann as soon as possible.

3.2. In the event a delivery should be effected earlier than agreed, Aumann shall be entitled to make a return delivery at the Supplier's expense. If no return delivery is effected in the event of a premature delivery, the merchandise shall be stored at Aumann until the delivery time agreed at the Supplier's risk and expense. If premature deliveries are accepted, the due date for payment of the purchase price shall depend on the delivery date agreed.

3.3. In the event of a delay in delivery, liquidated damages to the amount of 1 % per calendar week or part thereof, but not exceeding the maximum limit of 5 % of the value of the part of the delivery or service which is in arrears shall be payable. Apart from that, Aumann is entitled to claim compensation for damages exceeding this amount.

3. 延迟交货

3.1. 如因供应商的责任不能按期交货，供应商应向 Aumann 承担赔偿责任，对延迟交货所产生的损失进行赔偿。接受延迟交货或延期的行为不应视为放弃由延迟引起的进一步索赔要求。

尽管如此，预计交货延迟必须尽快报告给 Aumann。

3.2. 如交货时间早于约定的日期，Aumann 有权退回交付的产品，费用由供应商承担。在提前交货但未被退回的情况下，商品在约定交货日期前将被存放在 Aumann 工厂，风险和费用由供应商承担。即使接受提前交货，货款支付日期仍为约定的交货日期算起。

3.3. 在延迟交货的情况下，供应商需支付违约金，违约金为每超过一周支付合同总额的 1% 或相应部分，但最多不超过合同总额的 5%，违约金将在应付欠款中扣除。此外，Aumann 有权对超出上述金额的损失要求赔偿。

4. Terms and Periods of Payment

4.1. After acceptance of the delivered goods and receipt of the invoice, payment shall be effected within 15 days with a 2 % discount for early settlement or within 90 days with-out any deduction, excepting guarantee fee. If delivery has been agreed to be made on the basis "Free Carrier" (FCA, Incoterms 2010), the date and time of loading of the merchandise plus the usual transport time shall be relevant for payment.

4.2. In the event of a faulty or defective delivery, Aumann shall be entitled to retain payment to the value of the faulty or defective portion of the delivery until its proper and correct completion.

4.3. In the event of any current and recurring deliveries, Aumann shall be entitled – even if a separate invoice is established for each single delivery – to make a total payment for all these deliveries at the

end of each week without losing its entitlement to the discount for early settlement which has been agreed.

4.4. The invoice shall be sent to the factory to be supplied at least 15 days before becoming mature. The invoice has to show the number and the date of the contract, the number and date of the purchase order, the tax identification number, the unloading place, the number and date of the delivery note and the quantity of the merchandise invoiced. The invoice shall be allowed to refer to one single delivery note or one contract only.

4.5. Aumann shall be entitled to offset the receivables of the Supplier against receivables of Aumann or companies affiliated with the Aumann group. Assignments of the Supplier's accounts receivable to any third parties shall be authorized with a prior agreement in writing by Aumann exclusively.

This consent shall not be rejected without good cause.

4. 付款期限

4.1. 在收货和收到发票后 15 天内付款享有 2% 的折扣；90 天内结算则不享受折扣，质保金除外。如交货方式协定为“货交承运人”（FCA，《国际贸易术语解释通则》（2010 年））方式，商品装载和通常的运输时间与付款期相关。

4.2. 在交货出现错误或瑕疵的情况下，Aumann 有权保留该部分交货价值相对应的应付款直至正确完成交货。

4.3. 对于同一合同发生多次交货的情况下，即使每次发货单独开票，Aumann 有权在每周结束时对上述交货汇总付款，同时仍保留双方协定的提前结算应付款享受折扣的权利。

4.4. 发票到期前应至少提前 15 天（2 周）将发票送达收货工厂。发票必须显示合同编号和日期，采购合同号及日期，税号、卸货地点、交货通知单编号和日期，以及开票商品数量等。发票只允许涉及单次的送货单或单个合同。

4.5. Aumann 有权将其对供应商的应收款与供应商对 Aumann 和 Aumann 集团关联公司的应收款进行抵消。只能事先由 Aumann 以书面协议的方式授权将供应商的应收账款分配给任何第三方。

无正当理由不得拒绝上述一致意见。

5. Incoming Goods Check, Quality Assurance, Parts Subject to Documentation

The values defined for the goods inwards inspection of Aumann shall be definitive in relation to unit quantities, dimensions, weights and quality. The inspection and approval will be effected with a reservation to the inspection and examination of the incoming goods for their correctness and suitability and, apart from that, according to Aumann's quality regulations, and in particular according to Aumann's guideline "Quality in the Purchasing Process". Inspection staff and domestic/international authorities shall be entitled to inspect the quality of the material and/or production processes of the contractual items during working hours at the Supplier's premises.

Payment of the purchase price shall not constitute any recognition of the faultless and correct delivery of the goods.

The Supplier is committed to keep the state-of-the-art condition, the safety rules, the “General Technical Delivery Rules of Aumann According to Standard No. 05001” and the technical data requirements for his deliveries, and to check the quality of his products on a regular basis.

The Initial Sampling shall be effected in accordance with the requirements as described in the purchase order or any other supplementary material provided by Aumann to the supplier as well as the Chinese law. In the technical documents and parts marked with the letter “D”, the Supplier shall moreover be committed to stipulate in particular records when, in which way and by whom the items delivered have been checked for the safety characteristics and which results the required quality tests have given. The inspection and test records have to be saved and stored for 10 years and have to be surrendered to Aumann at any time upon request. The Supplier shall be obliged to commit his sub-suppliers to the same extent and within the bounds of the legal possibilities.

5. 进货检查、质量保证、文件记录部分

Aumann 对交付产品进行内检，交付产品一般检验产品的数量、尺寸、重量以及质量。对于产品是否合格将在预约检查后批准；此外，需按照 Aumann 的质量规定，特别是有关 Aumann “采购过程中的质量”的指导方针执行。检查人员和国内/国际机构有权在得到供应商允许后在工作时间进入供应商的经营场所检查材料质量和/或合同项目的生产加工情况。

供应商无过失的、正确的交货不应构成采购费用付款的一部分。

供应商承诺采用最先进的生产条件、最严格的安全规定，遵守“按照 Aumann 制定的技术《交付通则》之标准 05001”、以及与交付产品有关的技术数据要求，并定期检查产品质量。

按照中国法律的有关规定，初始抽样需根据采购合同中的要求执行或者如果由 Aumann 提供给供应商的补充材料，则根据中国相关法律执行。此外，对于技术文件和部件以字母“D”作标记的，供应商需有特别的记录，譬如交货项目的安全性能部分是何时由谁检测的，要求进行的安全测试的结果是怎样的。检测记录必须保存 10 年，如有需要，需随时提供。供应商有义务要求其子供应商在法律范畴内尽到到同样的责任。

6. Notice of Defects

Defects in deliveries made to Aumann shall be reported immediately in writing to the Supplier as soon as the deliveries have been properly processed. In this respect, the Supplier shall waive any objection of a delayed notice of defects.

6. 缺陷通知

一旦送货中发现缺陷问题，供应商应第一时间书面通知 Aumann，直到正确送货为止。在这方面，供应商应放弃对延迟缺陷通知提出任何异议的权利。

7. Freight, Packing, Insurance and Passing of Risk and Title

7.1. Deliveries shall be made, unless otherwise agreed in writing, Carriage Insurance Paid (CIP, Incoterms 2010), free at works, packing and freight included. The ship-ping risk shall be borne by the Supplier.

7.2. Title passes to Aumann at the time of delivery.

7. 运输、包装、保险、风险及所有权的转让

7.1. 运输已含保险费预付（CIP，《国际贸易术语解释通则》（2010年））方式交货，除非另外书面通知；工厂交货，含包装和运输费。运输风险由供应商承担。

7.2. 所有权在交货时归 Aumann 所有。

8. Guarantees and Warranties

The Supplier shall be liable for any defects of quality and defects of title in the items delivered, especially as described below.

8.1. Defects of Quality

If a faulty or defective product is delivered, the Supplier may be given an opportunity for a supplementary specific performance or rendering non-conforming performance by re-pair, correction or subsequent delivery prior to commencement of the manufacturing procedure (processing or incorporation), unless this is unacceptable for Aumann. If the Supplier is unable to carry this out within the period of grace set or the Supplier is delayed, Aumann may remedy the contractual item at the cost of the Supplier, either by its own means or by a third party, or withdraw from the contract and return the goods at the risk of the Supplier. In addition, any resulting costs and damages shall be borne by the Supplier. Further statutory claims shall remain unaffected.

8.2. Defects of Title

The Supplier shall be liable to ensure non-violation of any proprietary rights of third parties (e.g. rights in work results). In the event the use of the item delivered should violate any proprietary rights of third parties, the Supplier shall release Aumann from any related claims. Further statutory claims, including but not limited to claims under a right of re-course asserted by Aumann against the Supplier due to defects of title, shall remain unaffected. Aumann shall also be entitled to assert such claims whether the end customer is a private consumer or an entrepreneur. Upon request, the Supplier shall inform Aumann about the use of any published and unpublished own and licensed proprietary rights and applications for proprietary rights filed on the delivery item.

8.3. Warranty Period Warranty period for the guarantees and warranties as Claims as stipulated in clauses 8.1 and 8.2 as well as 9 shall expire 48 months from delivery of the end product to the end customer, but not later than 60 months from delivery to Aumann, unless the statutory warranty period is longer.

8.4. Apart from that, guarantee and warranty shall be subject to the legal requirements.

8. 保证和担保

供应商应对所交付项目的质量和所有权的缺陷承担责任，尤其是下文所述。

8.1. 质量缺陷

如供应商交付了错误或有缺陷的产品，可能给其一次机会来追加履约或在制造流程（加工或组装）开始前采用返修、整改或后续交货等非相容履约方式进行弥补，除非 Aumann 不予接受。如供应商不能在设定的宽限期内完成或出现延误，Aumann 可能以自己的方式或委托第三方来完成该合同项目，费用由供应商承担，或者从合同中撤消该项目并将商品退还供应商，风险由供应商承担。此外，所有由此产生的费用和损失均由供应商承担。Aumann 进一步的法定索赔不受影响。

8.2. 所有权缺陷

供应商有义务保证不违反第三方的所有权（例：工作成果的权利）。在使用所交付项目而违反第三方所有权的情况下，供应商应使 Aumann 免除相关的索赔要求。Aumann 进一步的法定索赔不受影响。经要求，供应商应告知 Aumann 有关所有权的公开及注册情况，以及所交付项目的所有权申请情况。

8.3. 行动限制

由条款 8.1、条款 8.2 以及条款 9 引起和与之相关的索赔，自最终产品交付至最终客户起有效期为 48 个月，但不得晚于交付至 Aumann 之日起 60 个月，法定时效更长的情况除外。因所有权缺陷而由 Aumann 提出的索赔要求则不受上述影响。如果最终客户不是个人消费者而是某个企业，Aumann 也应有权提出索赔。

8.4. 此外，质保和保修应遵从法律规定。

9. Liability

Unless otherwise provided, the Supplier shall be obliged to provide a compensation for damages which Aumann has suffered directly or indirectly as a result of a delay, faulty or defective delivery, failure to deliver, non-performance of warranties and guarantees, of a violation of safety regulations issued by competent authorities or as a result of any other legal grounds attributable to the Supplier.

If claims are made against Aumann by third parties, the Supplier shall indemnify and hold Aumann harmless.

The Supplier shall be liable for any actions taken by Aumann in defense of any damage (such as special inspections, recall etc.), to the extent as the damage underlying such action is attributable to the Supplier. Insofar, the Supplier shall be granted an opportunity for an investigation of the damage event.

The Supplier shall assume responsibility for the observation of the regulations applicable to the prevention of accidents and of the safety recommendations issued by the competent professional associations, the trade supervisory center and other similar authorities.

9. 责任

供应商应在下列情形中为 Aumann 直接或间接遭受到的损失提供补偿：延迟交付、交付失误、交付失败、质保期内的不作为、被具有资质的机构认定违反安全规定、存在其他任何可以将责任归咎于供应商的法律依据的情况。另有规定的除外。

如果第三方提出的要求对 Aumann 不利，供应商应确保 Aumann 不受损害。

供应商须对 Aumann 采取的一切避害措施（例如：特殊检查，召回等）负责，根据受损程度的不同，供应商也应承担相应的责任。在一定范围内，供应商需参与损害事件的调查。

供应商需负责了解防止事故发生的各项规定，以及由具有法定资质的专业机构、贸易管理中心和其他类似机构发布的安全建议。

10. Production Means / Purchasing of Materials / Parts Developed by Aumann

10.1. Production means such as models, samples, dies, tools, gauges, drawings and the like which have either been provided to the Supplier by Aumann or by Aumann's customers or which have been manufactured by the Supplier according to Aumann instructions and at Aumann expense, and any other materials and utilities provided to the Supplier free of charge for his processing and machining work, shall remain the property of Aumann and must not be transferred to any third parties in any way, and must neither be left for use in any other way nor be used on behalf of any third parties without Aumann's previous consent in writing even after termination of the contract. Apart from that, these production means have to be made available to Aumann free of charge and in a perfect condition after termination of the contract. Aumann may adopt any production means paid by Aumann on a pro-rata basis upon termination of the delivery at the current value of the Supplier's portion.

10.2. Any delivery items that have been developed by Aumann (e.g. that have been manufactured according to Aumann's specifications or drawings and / or which bear a Aumann trademark and / or a Aumann part number) may be sold by the Supplier to Aumann factories exclusively. Any direct deliveries to Aumann's traders and dealers or any third parties are categorically excluded. The Supplier further undertakes not to offer any such parts in catalogues or any other promotional or sales documents. In the event of a violation of any of the above obligations by the Supplier, Aumann shall be entitled to withdraw from the contract and to demand surrender as a result of the violation of the contract obtained or a compensation for the damage and loss occurred.

10.3. The Supplier shall be compelled to hold the material in safe custody on behalf of Aumann and the Supplier is further committed to inform Aumann immediately of any seizures or attachments or any other security means that could threaten the property of Aumann. If the Supplier provides development services as part of an order, these shall be included in the purchase price and shall transfer to Aumann exclusive ownership and rights of use.

10. 生产工具/材料采购/由 Aumann 开发的零件

10.1. 生产工具，譬如模型、样品、模具、工具、量具、图纸等，如果这些是由 Aumann 或其客户提供给供应商或是供应商依照 Aumann 的要求并由 Aumann 出资制造的工具，以及其他免费提供给供应商并用于加工和机械加工的材料，所有权始终归 Aumann 所有，并且不得以任何方式将其转交给任何第三方。即使在合同终止之后，未经 Aumann 事先书面许可，不得以任何其他方式留之使用或代表任何第三方进行使用。此外，在合同终止之后，Aumann 可以免费使用这些生产工具，并须保存完好。在交付完成后，Aumann 可以在按比例分配的基础上，以供应商所占份额的现有价值，获取任何由 Aumann 支付的生产工具。

10.2. 对于任何由 Aumann 开发的交付项目（例如：依据 Aumann 的规格和图纸制造的/或印有 Aumann 的商标和/或 Aumann 零件号的），供应商只可卖给 Aumann 工厂。在任何情况下都不得将其直接交付给 Aumann 的贸易商、经销商或任何其它第三方。此外，供应商不得在商品目录或其他任何宣传或销售文件中提供任何此类零件。如供应商违反上述任何一项义务，Aumann 有权撤销合同并要求其让步，以作为对违反所订合同的惩罚和对 Aumann 造成的损失的赔偿。

10.3. 供应商应代表 Aumann 妥善保管材料，对于材料的没收，抵押及安全措施问题等可能威胁到 Aumann 财产安全的问题应及时告知 Aumann。如果订单中有开发服务项目，应将其包含在购买价格中，其所有权和使用权只可转交给 Aumann。

11. Confidentiality and Data Protection

The parties hereto undertake to keep and treat as business secrets all commercial and technical details unknown to the general public which they become aware of as a result of the business relationship. Drawings and models, patterns and samples and similar items must not be surrendered or made accessible to any third parties. The Supplier must not use the fact of the business relationship for any promotional purposes or for his public relations work without Aumann' prior written consent. Sub-suppliers have to be committed according to this same provision. Aumann shall be entitled to process the data related to persons which it has obtained within the framework of the business relationship. In case of any violation of the Supplier's obligation to confidentiality and data protection, liquidated damages of 5 % of the value of the delivery or service which is effected shall be payable. Apart from that, Aumann is entitled to claim compensation for damages exceeding this amount.

11. 保密义务和数据保护

双方将视以下条款为商业机密，不得将任何商业、技术细节公之于众。所有图纸、模型、样品、样本以及其他类似项目都不得向第三者透露。未经 Aumann 事先书面同意，供应商不得利用其业务关系进行宣传 and 社交活动。子供应商同样应承担相应的责任。Aumann 有权处理其已在该业务关系框架中获得的人员相关资料。如遇供应商在保密和数据保护上出现任何违规现象，供应商应支付已完成交货或服务价值的百分之五作为违约金。除此之外，Aumann 有权要求高于此数额的损害赔偿。

12. External Manpower, compliance

12.1. If any serious violations of the occupational safety and health requirements become known to Aumann, Aumann shall be entitled to withdraw from the contract, if the Supplier fails to remedy any such reported violations immediately.

12.2. Aumann shall further be authorized to prescribe to the Supplier's personnel the immediate cessation of work. In this case the Supplier shall be liable for damage caused by delay and consequential damage. This shall also apply if the Supplier or its vicarious agents or other persons associated with the Supplier in relation to Aumann or working in the Aumann group or persons assigned by the Supplier commits an act against competition laws, anti-bribery regulations, an offence against property or a similar offence or there is justified suspicion of this having been committed.

12.3. In case of any violation of the Supplier's compliance obligations, liquidated damages of 5 % of the value of the delivery or service which is effected shall be payable. Apart from that, Aumann is entitled to claim compensation for damages exceeding this amount.

12. 外部人力资源，遵守

12.1. 如果供应商严重违反职业安全健康条例，且供应商对所汇报的违反条例未立即采取补救措施，Aumann 有权撤销合同。

12.2. 此外，Aumann 有权要求供应商的工作人员立即停止工作。在此情况下，供应商应承担由延误造成的损失。本条款同样适用于以下情况：当供应商或其代理人，或者与 Aumann 有关的供应商合伙人或在 Aumann 集团内部工作的人员，或由供应商派遣的人员，以上这些人员做出违反竞争法、反贿赂条例、侵犯财产或类似的行为，或是有正当理由怀疑做出这些行为。

12.3. 如供应商违反其责任条款，应支付已完成的交货或服务价值的百分之五应作为违约金。此外，Aumann 有权要求高于此数额的损害赔偿。

13. Force Majeure

Cases of force majeure, such as earthquake, flood, fire, war, government prohibitions or other unforeseen, and their occurrence and consequences are unforeseeable and unavoidable events ("Force Majeure") labor conflicts and any other unforeseeable, unpreventable or serious events shall release the parties hereto from their contractual obligations to perform for the duration of the disturbance or disorder and to the extent of its effect. This shall likewise apply if the events occur at a point in time in which the contractual partner concerned is in default. The prevented party shall notify the other party with-out any delay, and within 15 days thereafter provide detailed information of the events and a valid document for evidence issued by the relevant public notary organization explaining the reason of its inability to perform all or part of this Agreement. The parties shall, through consultations, decide whether to terminate the contract or to exempt part of the obligations for a certain period or indefinitely until the event of Force Majeure has ended. If the Force Majeure in question prevails for a continuous period in excess of three (3) months or if no settlement could be reached within this time period, each party has the right to terminate the contract.

13. 不可抗力

如遇不可抗力(不可抗力是指地震、水灾、火灾、战争、政府禁令或者其他无法预见，无法避免的意外事件)、劳动纠纷以及其他无法预见，无法避免的恶性事件等，双方应视事件的混乱持续时间或是严重程度，来暂缓履行合同中提及的义务。如果合同的相关合伙人在这个时间点失职，上述内容同样适用。在合理的和可接受的范围内，合同双方应立即提供一切所需信息，并切实地根据变化的情况调整自己的义务。受阻方应立即通知对方，且在 15 日之内提供事件的详细信息及有效的证据文件至相关公正机构解释无法全部或部分完成合同的原委。双方经过协商需决定是否需终止合同还是取消某个时期的部分合同，或者无限期的延长直至不可抗力事件结束。如果不可抗力事件商谈事件过长，连续事件超过了三个月，或者在这个时间段内始终无法达成一致，则双方都可终止此合同。

14. Obligation to Provide Spare Parts

The Supplier undertakes to continue to execute orders for spare and wearing parts for at least another 10 years from the last delivery effected. The guarantee provision in § 8 shall apply to spare parts.

14. 提供备件义务

供应商作出承诺：在最后一次交付完成之后，至少在 10 年之内继续执行对备件和易损件的订购。在第八条中的规定对备件同样适用。

15. Applicable Law, Place of Performance and Place of Jurisdiction

15.1. The Law of the People's Republic of China shall apply. The application of the Hague Purchase Act Accord of July 1, 1964 and of the provision of the United Nations' Convention dated April 11, 1980, on Contracts for the International Sale of Goods shall be excluded. Place of Performance shall be at the Aumann factory to be supplied or, at the discretion of Aumann, at the place of delivery contractually agreed. In case the contract is executed in the Chinese and the English language, the Chinese version shall prevail.

15.2. Any dispute arising from or in connection with this Contract shall be resolved through settlement or mediation. If no solution can be found, each party may submit the dispute to the China International Economic and Trade Arbitration Commission (CIETAC), Beijing (Arbitration Centre) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. The place of arbitration and of hearings shall be Beijing. The language of the proceedings shall be English. The arbitrators may be selected from outside the CIETAC panel. The time limit for applying for arbitration is two years, commencing on the date when the party knew or should have known that its rights were harmed.

15. 适用法律，履行地点和管辖地

15.1. 此合同适用于《中华人民共和国合同法》。对于 1984 年 7 月 1 日《海牙采购法》以及 1980 年 4 月 11 日《联合国国际货物销售合同公约》之规定的应排除在外。履行地点为接受供货的 Aumann 工厂，或在 Aumann 的考虑下，交货至合同商定的地点。如合同中有中英文版本，以中文版本为准。

15.2. 所有与本合同有关的争议应通过和解或仲裁解决。如未达成一致，各方应可将争议提交至北京（仲裁中心）中国国际经济贸易仲裁委员会（CIETAC），依据在申请时具有效力的 CIETAC 仲裁规则进行仲裁。由此产生的仲裁裁决为最终结果且对双方均具有约束力。仲裁和听证会的地点应为北京，使用语言为英语。仲裁员可选自 CIETAC 成员外的人员。申请仲裁的时限为四年，自当事人得知或应当已经获悉其权利受到侵害之日算起。