

1. Scope 范围

- 1.1. These General Terms and Conditions of Purchasing (the “**GTC**”) shall apply exclusively to any and all purchase, including purchase of spare parts, tools as well as other products or services of any kind (collectively referred to as the “**Products**”) by Mehler Engineered Products (Suzhou) Co., Ltd. (“**MEP**”) and, unless otherwise expressly agreed by the Parties in writing, shall form an integral part of any and all orders of MEP or any agreement concluded with the supplier of the Products (the “**Supplier**”, the Supplier and MEP collectively referred to as “**Parties**” and individually as “**Party**”). The Supplier accepts these GTC at the latest upon delivery of the Products.

除非双方通过书面方式另有明确约定，本采购通用条款和条件（“**通用条款**”）排他适用于米勒工程绳（苏州）有限公司（以下称为“**米勒**”）的任何及所有采购（包括采购备件、工具以及任何其他种类的其他产品或服务，统称为“**货物**”），并构成米勒的任何及所有订单以及米勒与货物的供应商（“**供应商**”，供应商及米勒合称为“**双方**”，单独称为“**一方**”）之间任何协议的不可分割的组成部分。供应商最迟于交付货物时接受本通用条款。

- 1.2. These GTC shall also apply in accordance with the most recent version and to all future transactions and any agreement between the Parties without any need of express reference thereto or agreement thereon at the conclusion of such transaction or agreement.

本通用条款应根据其最新的版本适用于双方之间未来所有的交易及任何协议，且无需在达成该等交易或协议时明确提及本通用条款或就本通用条款达成协议。

- 1.3. These GTC shall apply in preference to and supersede the Supplier’s own terms and conditions or other general terms and conditions of business even where MEP accepts or pays for the Products without expressly ruling out the Supplier’s own terms and conditions. All references or indications by the Supplier to the validity of its general terms and conditions are hereby expressly rejected. Any dissenting terms and conditions shall only apply if MEP has confirmed the same in writing.

即使米勒接受货物时未明示排除供应商自己的条款和条件，本通用条款仍应当优先于并取代供应商自己的条款和条件或其他业务条款和条件而适用。本通用条款在此明确排除供应商对其自己的通知条款和条件的有效性的所有提及或暗示。除非米勒以书面形式确认，否则不适用任何与本通用条款不一致的条款和条件。

- 1.4. All agreements between the Parties shall be in writing. Verbal agreements shall be valid upon MEP’s written confirmation.

双方之间的所有合同均应以书面形式书就。口头协议仅在获得米勒书面确认后生效。

2. Quotes and Purchase Order, Product Specifications 报价、采购订单及货物规格

- 2.1 The Supplier’s quotes and cost estimates are free of charge, binding and do not imply any obligation for MEP. Should the offer or cost estimate of the Supplier deviate from the order or inquiry of MEP, the Supplier must expressly refer to this.

供应商的报价及成本预计是免费的且对供应商有约束力的，但不形成对米勒的任何义务。若供应商的报价或成本预计与米勒的订单或咨询有偏差，供应商应明确提及该偏差。

- 2.2 Unless agreed otherwise, MEP shall purchase the Products by means of providing the Supplier with a written purchase order (the “**Purchase Order**”) containing the relevant purchase details (e.g. product name, purchase price, quantity, payment terms, order number, incoterms, delivery point, delivery date, special delivery instructions) and the specifications to which the Products have to conform to, including without limitation, the material specifications, quality-, quality control-, design-, storage-, and, delivery conditions as well as the safety data sheet and safety instructions (e.g. labeling, packaging, transportation), process guidelines, testing methods, safety and customer specific requirements (“**Product Specifications**”). The Supplier shall accept the Purchase Order

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by means of providing MEP within 5 calendar days from receipt of the Purchase Order with a written order confirmation (“**Order Confirmation**”). Upon issuance of such Order Confirmation, a valid and binding agreement between the Parties for the purchase and supply of the Products pursuant to the Purchase Order and under the terms and conditions of these GTC and the respective agreement between the Parties is concluded.

除非另有约定，米勒应通过向供应商提交书面采购订单（“**采购订单**”）的方式采购货物，采购订单的内容应包含相关采购详情（如货物名称、采购价格、数量、付款条件、订单号码、国际贸易术语、交付地、交付日期、特殊的交付指示）以及货物应符合的规格（包括但不限于材料规格、质量条件、质量控制条件、设计条件、储存条件、交付条件以及安全数据表和安全指示（如标签、包装、运输）、加工指南、测试方法以及安全和顾客特别要求（“**货物规格**”））。供应商应在收到采购订单后 5 个日历日内通过向米勒提供书面订单确认函（“**订单确认函**”）的方式接受采购订单。一旦供应商出具订单确认函，双方之间即根据采购订单以及本通用条款和双方之间相关协议的条款和条件就货物的采购形成有效及有约束力的协议。

- 2.3 To the extent that a Purchase Order does not expressly contain a commitment period, MEP shall be bound to such Purchase Order for one week as from the date of the offer. Decisive for the deadline adherence shall be MEP’s receipt of the Order Confirmation. Amendments and supplements to the offer are only binding where confirmed by MEP in writing.

在采购订单未明确标明期限的限度内，该采购订单应自其日期起一周内对米勒有约束力。应根据米勒收到订单确认函的日期确定是否超过前述期限。除非米勒书面确认，供应商对采购订单的修改不具约束力。

- 2.4 MEP shall be entitled to terminate any agreement between the Parties or Purchase Order at any time and with immediate effect by serving a written notice to the Supplier provided that MEP, at its sole discretion, is no longer able to use the ordered Products in its business operations due to circumstances that have arisen after the conclusion of the agreement. In this case the Supplier shall be compensated for its partial contractual performance.

米勒有权随时通过向供应商发送书面通知的方式立即终止双方之间的任何协议或采购订单，但前提是出于协议签署后的情形导致米勒依其自行判断认为其经营过程中无法继续使用订购的货物。在该等情形下，供应商应就其部分履约行为获得补偿。

3. Price 价格

- 3.1 The price stated in the Purchase Order or otherwise agreed between the Parties is binding and includes, unless otherwise agreed, the costs of packaging, insurance, freight, transport and customs and excise to the shipping address or place of use as indicated by MEP (DDP – Delivered Duty Paid as per Incoterms 2010) – plus the respective statutory rate of value-added tax. If, in exceptional cases, an EXW (Ex Works as per Incoterms 2010) price is agreed, MEP shall only bear the cheapest shipping costs. In any case, the Supplier shall bear all costs until handover to the freight forwarder, including loading.

采购订单中载明的或双方之间另行约定的价格是有约束力的，且除非另有约定，应包含运送至米勒指定的运输地址（即完税后交货（国际商会国际贸易术语 2010 版））的包装、保险、运输及海关费用以及相关法定增值税额。如果在例外情形下，双方约定的价格为工厂交货（根据国际商会国际贸易术语 2010 版）价，米勒仅需承担最便宜的运输成本。在任何情形下，供应商应承担将货物交至货运代理人的所有费用（包括装运费用）。

- 3.2 The agreed prices are fixed prices. In addition to Section 3.1, and insofar as the Parties have not agreed otherwise, the indicated prices comprise a full and final payment for all ordered Products and include all expenditures relating to the deliveries and services to be performed by the Supplier, in particular also the costs for potential testing, approval, documentation, compilation of technical documentation and items, set-up and installation as well as provision of any tools. Claims with respect to additional deliveries and/or services are only valid if the Parties agreed thereon in advance in writing. Reductions in the period between placing of the Purchase Order and delivery shall be to the benefit of MEP.

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约定的价格是固定价格。除第 3.1 条约定之外，且在双方未达成其他约定的限度内，约定的价格包含所有采购货物的全部及最终对价，包括与供应商提供的交付及服务相关的所有费用（尤其包括可能进行的测试、批准、记录、编制技术文件及事项以及制造、安装及提供任何工具的费用）。针对额外交付及/或服务的索赔仅在双方就该等交付及/或服务事先有书面约定的前提下有效。下采购订单与交付之间的时间仅能为了米勒的利益进行缩短。

- 3.3 MEP is entitled to rights of offsetting and retention to the statutory extent. The Supplier is only entitled to rights of offsetting and retention arising from legally determined or undisputed claims. 米勒有权在法定限度内行使抵销及保留权。供应商仅能基于通过法律程序确定的或不存在争议的索赔行使抵销及保留权。

4. Payment / Invoicing 付款/发票

- 4.1 All payments shall generally be effected via bank transfer and to the bank account designated by the Supplier. Notwithstanding the foregoing, MEP shall be entitled to, at its sole discretion, pay via a commercial acceptance bill.
所有付款一般应通过银行转账的方式支付至供应商指定的银行账户。尽管有前述约定，米勒苏州有权自行决定使用商业承兑汇票进行支付。
- 4.2 Unless otherwise agreed, all payments shall be in RMB currency.
除非另有约定，所有付款应以人民币为支付货币。
- 4.3 Upon MEP's request, payments, in particular partial or advance payments, shall be secured with a bank guarantee on first demand, issued by a bank acceptable to MEP, at the Supplier's cost and for the benefit of MEP, the terms of which shall be agreed by the Parties in the individual case.
根据米勒的要求，付款（尤其是部分付款或预付款）应由一家米勒接受的银行出具的以米勒为受益人的见索即付的银行保函作担保，供应商应承担该等保函的费用，双方应根据个案约定保函的条款。
- 4.4 For the avoidance of doubt, neither MEP's acceptance of any Products nor any payment by MEP to the Supplier shall be deemed to be a waiver of any claims by MEP against the Supplier for any breach of these GTC or the respective Purchase Order or any other agreement between the Parties.
为免存疑，米勒接受任何货物或向供应商支付任何款项均不得被视为米勒放弃对供应商任何违反本通用条款、相关采购订单或双方之间任何其他协议的行为的索赔。
- 4.5 The Supplier shall issue, separately from the Product delivery, to MEP an invoice (*fapiao*) in line with applicable laws and regulations showing in particular the MEP Purchase Order number and other Purchase Order details. The Supplier is responsible for all consequences arising as a result of failure to comply with such obligation and to the extent that it is unable to evidence that it is not responsible for these.
除交付货物外，供应商应根据适用法律法规向米勒出具发票，该等发票应载明米勒的采购订单号及采购订单的其他详细信息。若供应商未能遵守本义务且在其无法证明其不对违约行为承担责任的限度内，供应商应承担由此造成的所有后果。
- 4.6 Unless agreed otherwise, the agreed payment term commences upon receipt of a correct, lawful and auditable invoice and delivery or performance of the Products. An invoice that displays defects or other errors does not trigger any payment maturity. MEP shall be entitled to return such nonconforming invoice to the Supplier at any time. In the latter case, the payment shall only become due upon receipt of a correctly issued invoice.
除非另有约定，约定的付款期限在米勒收到正确、合法及可审计的发票以及供应商交付货物时起算。存在瑕疵或其他错误的发票不引发任何付款义务。米勒有权随时向供应商返还不符合要求的发票。在后一种情形下，米勒仅在收到正确出具的发票后才负付款义务。

- 4.7 In the case of non-conforming or incomplete Products, MEP shall be entitled, without prejudice to its other rights, to withhold any payment for any and all of the Supplier's claims arising from the commercial relationship between the Parties until the proper supplementary performance has been completed by the Supplier in a reasonable scope, without compensation obligation for MEP, and without loss of rebates, cash discounts and similar payment benefits.

若存在不合格或不完整的货物，在不影响米勒享有的其他权利的前提下，米勒有权拒绝向供应商支付基于双方之间的商业关系的产生的任何及所有索赔，直至供应商在合理范围内适当补充履行其义务，且前述行为不对米勒形成额外的赔偿义务，亦不使米勒损失折扣及类似利益。

5. Delivery Terms, Delivery Period and Delay of Delivery

交付条款、交付期限以及迟延交付

- 5.1 The delivery period stated in the Purchase Order or otherwise agreed between the Parties is binding. MEP reserves the right to amend the assigned delivery period. Compliance with the delivery period shall be determined by the date of receipt of the Products at the destination specified by MEP.

采购订单中载明的或双方另行约定的交付期限是有约束力的。米勒有权修改交付期限。供应商是否遵守交付期限应根据货物到达米勒指定的地点的日期判断。

- 5.2 Early deliveries shall only be accepted following prior agreement with MEP. Without prior agreement, MEP reserves the right to refuse acceptance of the delivery and to return the delivery at the cost and risk of the Supplier.

米勒仅在其事先同意的前提下才接受提前交付。若未获得米勒事先同意，米勒有权拒绝接受提前交付，并将提前交付的货物返还供应商，且由供应商承担返还的费用及风险。

- 5.3 The Supplier shall inform MEP immediately, in written form, of any threatening or existing delay of delivery under indication of the reasons for such delay and its estimated duration. The foregoing shall not affect the occurrence of a default in delivery. MEP reserves the right to commission the contractual performance to a third party and to demand compensation from the Supplier for any necessary expenditures and additional charges, provided that due to such a delay in delivery MEP might suffer severe disadvantages (e.g. MEP's delay in its own delivery).

供应商应立即以书面形式通知米勒任何可能的或发生的迟延交付，并指明延迟的原因及预计时间。但前述通知不影响供应商的交付违约。米勒有权委托第三方履行交付义务，并要求供应商承担所有相关支出及额外费用，但前提是米勒可能由于该等迟延交付遭受严重损害（如导致米勒自身迟延交付产品）。

- 5.4 In the case of delayed delivery MEP shall be entitled to demand a contractual penalty from the Supplier in the amount of 1 % of the total order value (final invoice amount excluding value-added tax) per week commenced, to a maximum of 5 % of the total order value. Such contractual penalty or enforcement thereof shall be without prejudice to any additional statutory or contractual remedies available to MEP for a delay in delivery.

若供应商迟延交付，米勒有权要求供应商每周按照订单总价值（除去增值税后的最终发票金额）的 1% 支付违约金，违约金最高额为订单总价值的 5%。前述约定的违约金或对其执行不影响米勒对迟延交付享有的任何额外的法定或约定救济。

- 5.5 Should the Supplier not fulfill, in whole or in part, the delivery within a period of grace determined by MEP, MEP shall be entitled to reject the Products, withdraw from the respective agreement and commission the contractual performance to a third party and to demand compensation from the Supplier for any necessary expenditures and additional charges. Moreover, MEP shall be entitled to claim compensation for direct and/or indirect loss incurred as a result of such delay and without prejudice to MEP's rights to further compensation under the applicable laws or under any other agreement between the Parties.

若供应商未能在米勒确定的宽限期内交付全部或部分货物，米勒有权拒收货物，终止相关协议并

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委托第三方履行交付义务，并要求供应商承担所有相关支出及额外费用。此外，米勒有权要求供应商赔偿其因该等延迟交付造成的其直接或间接损失，且该等赔偿不影响米勒根据适用法律或双方之间任何其他协议享有的获得进一步赔偿的权利。

- 5.6 The Supplier shall in line with standard business practice insure at its own expense the Products, in particular against loss and damages, at replacement value, until their delivery to MEP.

供应商应根据标准的经营实践基于货物的重置价值自费对货物投保（尤其是针对货物灭失或损坏的风险），直至货物被交付给米勒。

- 5.7 Each Delivery shall include a delivery note in duplicate listing in particular MEP's Purchase Order number, item number and Supplier name and number.

每一次交付都应包含交付单（一式两份），该交付单应特别列明采购订单号、项目编号及供应商的名称及编号。

6. Packaging

包装

- 6.1 Packaging may only be invoiced following prior written agreement.

只有在存在事先书面协议的前提下，供应商才能就包装开具发票。

- 6.2 MEP reserves the right to return invoiced packaging that is still useable, charging it against the amount invoiced.

米勒有权返还仍可使用的已开具发票的包装，并与发票金额相抵销。

- 6.3 Returnable packaging is to be clearly labeled as such and the quantity stated in the accompanying documents. The pallets used for transport must be in faultless condition.

可返还的包装应被清楚地标记为可返还，且其数量应在附随文件中标明。用于运输的托盘必须处于无瑕疵的状态。

- 6.4 The Products are to be packed in such a manner as to avoid transportation damage.

货物应被适当包装以避免运输过程中的损坏。

7. Acceptance of Products, Transfer of Risk, Property Rights

货物接收、风险转移及所有权

- 7.1 Occurrences of *force majeure* and disruption of operations, regardless of type and cause, that render acceptance of the Products by MEP difficult or impossible, as well as unplannable changes in quantity occurring at MEP, entitle MEP to extend the acceptance periods or to withdraw from the respective agreement between the Parties. In the event of withdrawal, MEP shall reimburse the Supplier for all additional costs verifiably incurred up to the point of withdrawal.

若出现使得米勒无法或不可能接收货物的不可抗力及经营中断（不论其类型及原因）以及无法预计的米勒生产数量变更，米勒有权延长接收货物的期限或终止双方之间的相关协议。在终止的情形下，米勒应赔偿供应商至终止时产生的可证实的所有额外成本。

- 7.2 Shipping shall be at the risk of the Supplier. The risk of deterioration, including accidental loss, remains with the Supplier until full and proper delivery to the shipping address or place of use indicated by MEP, unless otherwise agreed in individual cases – as per Incoterms 2010 D-Clauses.

供应商应承担运输的风险。除非双方在个案中另有约定，供应商应根据国际商会国际贸易术语2010版的D项贸易术语承担货物毁损的风险（包括偶然损失），直至将货物交付至米勒指定的运输地点或使用地点。

- 7.3 In the case of delivery with installation or assembly, the risk shall be transferred to MEP with successful completion, which is to be documented via acceptance certificate.

若通过安装或组装交付，则风险应于安装或组装顺利完成时才转移至米勒，且应通过验收证书的方式记录安装或组装的完成。

7.4 Where the Supplier is obliged to provide material samples, inspection sheets, quality documents or other contractually agreed documents, the completeness of the delivery and performance shall also be dependent upon receipt of these documents by MEP.

若供应商有义务提供材料样品、检验单、质量文件或其他约定的文件，交付及履行的完成应取决于米勒收到该等文件。

7.5 In the case of delivery of Products subject to retention of title MEP shall be entitled to resell and reprocess such Products in the ordinary course of business. MEP shall become owner at the latest with payment of the complete payment amount.

若供应商交付货物时保留所有权，则米勒有权在其正常经营过程中重新销售及重新加工该等货物。米勒最迟应于支付全额价款时获得所有权。

8. Guarantee, Notification of Defects, Warranty Period

保证、瑕疵通知、质保期

8.1 The Supplier represents and warrants to MEP that

供应商向米勒陈述并保证如下

a) all the Products conform to the agreed specifications, standards, quality requirements and, if applicable, samples furnished by MEP to the Supplier as well as all applicable industry, health, environmental and safety standards, acknowledged codes of practice, as well as any and all laws and regulations in force at the time of delivery. All the Products are merchantable, safe, of good material and workmanship, free from any and all defects and encumbrances, and suitable for the intended purpose.

所有货物符合约定的规格、标准、质量要求、米勒向供应商提供的样品（若适用）、适用的工业、健康、环境及安全标准、公认的行为准则以及交付时有效的任何及所有法律法规。所有货物是可买卖、安全、由良好的材料和工艺制作、无任何及所有缺陷及权利负担的，且可用于拟定的用途。

b) it has good and marketable title to the Products and that no third-party rights, including intellectual property rights, are impaired by its delivery of the Products and/or MEP's use or sale of the Products.

供应商拥有货物良好的且可销售的所有权，且供应商交付货物及/或米勒使用或销售货物的行为不会影响第三方的权利（包括知识产权）。

Should the Products deviate from the aforementioned requirements, it shall be considered defective.

若货物不符合上述要求，其应被视为是有瑕疵的。

8.2 Notification of apparent defects shall be deemed to have been satisfied where MEP provides notification of the defect without delay, i.e. as soon as possible in the orderly course of business. Necessary notifications of hidden defects shall be deemed to have been satisfied where MEP provides notification of these following discovery, at the beginning of or during the processing operation.

若米勒在日常经营过程中一经发现明显瑕疵即毫不迟延地通知供应商，则视为米勒已履行明显瑕疵的通知义务。若米勒在加工操作前或过程中发现隐藏的瑕疵后即通知供应商，则视为米勒已履行隐藏瑕疵的通知义务。

8.3 In case of any defects of the Products, MEP shall determine the details of the remedial actions to be undertaken by the Supplier after consultation with the Supplier and, at its sole discretion, be entitled to:

若货物存在任何瑕疵，米勒应在与供应商协商后确定供应商应采取详细的补救措施，并有权自行采取下述行为：

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- a) Reduction of the purchase price in the case of utilization of the Products or acceptance of their defectiveness. In the event of acceptance of the defective Product, MEP shall not be obliged to waive any statutory or contractual rights;
若米勒使用货物或接受其瑕疵，米勒有权降低采购价格。在接受有瑕疵货物的情形下，米勒无义务放弃任何法定或约定的权利；
- b) Delivery of a faultless replacement Product or rectification of the defective Products within a reasonable period as determined by MEP, and including return of the Products at the Supplier's cost. The product replacement or rectification of the defective products shall be deemed to have failed where the material defect has not yet been rectified after the first attempt at supplementary performance. Should the Supplier fail to rectify the defects within a reasonable grace period as determined by MEP, MEP shall be entitled to withdraw from any respective agreement between the Parties, commission the contractual performance to a third party and to demand compensation from the Supplier for any necessary expenditures and additional charges; and/or
在米勒确定的合理时间内交付无瑕疵的货物或补救有瑕疵的货物，包括由供应商承担返还货物的费用。若供应商未能在补充履约时一次性补救主要瑕疵，则视为瑕疵产品的替换或补救已失败。若供应商未能在米勒确定的宽限期内补救瑕疵，米勒有权终止双方之间的任何相关协议以及委托第三方履行交付义务，并要求供应商承担任何相关支出及额外费用；及/或
- c) Claim for damages (including indirect and consequential damages) for any and all loss caused by the Product's defectiveness.
米勒可就货物瑕疵造成的任何及所有损失要求供应商赔偿（包括间接损害）。

MEP reserves any further claims or rights with respect to the Product's defectiveness, which shall be entitled to under applicable laws or as contractually agreed.

米勒保留其根据适用法律或双方约定享有的有关产品瑕疵的任何进一步的索赔或权利。

- 8.4 If the immediate rectification of a defect is necessary to avoid a severe disadvantage (e.g. due to exceptional urgency, threat to industrial safety, endangerment to operational safety or the threat of disproportionate damage, to prevent delay in own delivery), MEP shall be entitled to rectify the defect itself or have the defect rectified, at the Supplier's expense. The liability of the Supplier in the case of rectification of defect comprises all loss and costs caused by the defect.
若为避免严重的损害（如由于异常紧急情形、对产业安全的威胁、对运营安全的危害、不相称的损害的威胁或为防止自身交付延迟）需立即补救瑕疵，则米勒有权自行或委托第三方补救瑕疵，并由供应商承担费用。供应商对瑕疵补救的责任包含由瑕疵造成的所有损失和费用。
- 8.5 The Supplier shall bear the costs and risk related to the rectification (e. g. return costs, costs of transport). If MEP or a third party incurs damages because of a defect of a Product or the breach of any agreement between the Parties by the Supplier, the Supplier shall compensate MEP or the third party in full for the resulting damages and, unless agreed otherwise, pursuant to statutory law.
供应商应承担与补救相关的成本及风险（如返还及交通成本）。若由于产品存在瑕疵或供应商违反双方之间任何协议的约定导致客户或第三方遭受损害，除非另有约定，供应商应根据法律规定全额赔偿客户或第三方遭受的损失。
- 8.6 Any and all claims relating to defects are statute barred two (2) years after MEP or its customers notices or should have noticed the defectiveness of a Product. Such period shall restart upon each notice of defects.
与瑕疵相关的任何及所有索赔的诉讼时效为米勒或其客户知晓或应当知晓货物的瑕疵后两（2）年。该等期限应自每一次瑕疵通知时中断并重新计算。

9. Liability and Other Claims 责任及其他索赔

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- 9.1 The Supplier shall be liable for any and all personal, material and consequential damages caused by it, in line with applicable laws and regulations.
供应商应根据适用法律法规对由其造成的任何及所有对人身的、实质的及间接的损害承担责任。
- 9.2 In addition to any other remedies available to MEP under applicable laws, the Supplier hereby covenants and agrees to indemnify and hold harmless MEP and its directors, officers, employees and agents from any and all claims (including third party claims), liabilities, damages (including indirect and consequential damages), costs and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) incurred in connection with any claims that are related in any way to or arise in any way from the Products, the Supplier's performance of or failure to perform obligations under the respective Purchase Order, including claims based on the Supplier's breach of any agreement between the Parties and claims for any breach of any applicable laws and regulations.
除米勒根据适用法律享有的任何其他救济外，供应商承诺并同意补偿并使米勒和其董事、高级职员、雇员和代理免受任何及所有索赔（包括来自第三方的索赔）、债务、损害赔偿（包括间接损害赔偿）、成本和费用（包括律师、专家和顾问、和解和判决的实际费用），如果该等索赔、债务、损害赔偿、成本或费用以任何方式产生于货物、供应商履行或未能履行相关采购订单项下的义务或与之相关，包括基于供应商的违反双方之间的任何协议或任何适用的法律法规的索赔。
- 9.3 If MEP is obliged to initiate a recall campaign with third parties as a result of a defect in a Product, the Supplier shall bear any and all costs associated with such recall campaign.
若由于货物瑕疵导致米勒需自第三方处召回产品，供应商应承担与该等召回相关的任何及所有费用。
- 9.4 If MEP is subject to third party's claims, the Supplier shall, upon MEP's request, intercede on behalf of MEP to this extent and hold harmless MEP, at first request, from such claims that the Supplier would be directly liable for.
若米勒遭到第三方的索赔，则一经米勒要求，供应商应代表米勒调解并使米勒免受供应商应直接承担责任的索赔的损害。
- 9.5 The Supplier shall take out corresponding third-party liability insurance cover with a reputable insurance company and provide evidence of this to MEP on request.
供应商应向一家信誉良好的保险公司投保第三方责任险，并根据米勒的请求提供投保的证明。

10. Copyright, Patent Right, Trademark Right (of Third Parties)

第三方版权、专利权及商标权

- 10.1 The Supplier shall ensure that no rights of third parties are infringed with regard to its Products.
供应商应确保货物未侵犯任何第三方权利。
- 10.2 Should claims be made against MEP with respect to the foregoing, the Supplier shall indemnify and hold harmless MEP from such claims including any and all losses and costs necessarily incurred by MEP as a result of or relating to claims of a third party.
若米勒遭到与前述条款相关的索赔，供应商应赔偿米勒因该等索赔遭受的损失（包括由第三方索赔造成的或与其相关的米勒的任何及所有损失和成本），并使米勒免受损害。

11. Technical Documents, Confidentiality, Manufacturing Equipment

技术文件、保密性及生产设备

- 11.1 The Supplier shall treat all illustrations, drawings, calculations, templates, patterns and know-how, personal details as well as other documents or information (whether or not protected by patents, utility patents, trademarks or other intellectual property rights, irrespective of its form or medium in which it is contained) provided by MEP with the strictest confidentiality and to return such confidential information following completion of the Purchase Order, without first being requested to do so. Such confidential information shall not be passed on to unauthorized third parties or

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otherwise made accessible. Copying of such confidential information is only permissible to the extent that this is required for the performance of a Purchase Order, and where copyright permits. 供应商应将米勒提供的所有说明、图纸、计算、模板、式样、专用技术、个人信息及其他文件或信息（无论该等信息是否受专利、实用新型专利、商标或其他知识产权保护，亦不论保存该等信息的形式或媒介）进行严格保密，且即使未经米勒要求，也应在采购订单完成后向米勒返还该等保密信息。供应商不得向未经授权的第三方泄露该等保密信息或以其他方式使第三方可以获得该等保密信息。若版权允许且在履行采购订单要求的限度内，供应商方可复制该等保密信息。

11.2 The duty to maintain confidentiality shall also apply following the performance or end or termination of an agreement between the Parties; it lapses if and when the manufacturing knowledge contained within the illustrations, plans, calculations and other documents becomes common knowledge. The Supplier shall obligate its subcontractors and affiliates involved in the delivery and performance of the Products to such duty of confidentiality accordingly.

保密义务在双方之间的协议履行、期限届满或终止后仍适用，且仅在说明、计划、计算及其他文件中包含的生产知识被公众知晓时方失效。供应商应责成涉及货物交付及履约的分包商及关联方相应遵守该等保密义务。

11.3 To the extent that MEP supplies and/or makes available materials, these shall remain the property of MEP. The processing or transformation of such materials by the Supplier shall be performed on behalf of MEP at all times. If such materials are blended with other objects that do not belong to MEP, it shall acquire joint ownership of the new object to the proportion of the value of such materials to the other processed objects at the time of their processing.

在米勒提供材料的限度内，该等材料应为米勒的财产。供应商应在所有时候代表米勒加工或改变该等材料。若该等材料与不属于米勒的其他物品混合，米勒应根据加工时该等材料与其他被加工的物品价值比例获得新物品的共同所有权。

11.4 The Supplier shall only be entitled to use the commercial relationship of the Parties for advertising purposes with MEP's prior written agreement. The Supplier shall not be entitled to use the company name, the trademark or any other IP-rights of MEP without MEP's prior written agreement.

在获得米勒事先书面同意的前提下，供应商仅有权将双方的商业关系用于广告的目的。未经米勒事先书面同意，供应商无权使用米勒的公司名称、商标或任何其他知识产权。

11.5 The obligation to maintain confidentiality and refrain from utilizing the information and documents made available shall lapse where it can be proven to have been received by the Supplier prior to notification of such confidential information or was publically known or accessible. The burden of proof is upon the Supplier.

若供应商能证明其在收到保密信息前就已知晓该等信息或该等信息是为公众所知晓的，则供应商不再承担保密义务亦可使用该等信息和文件。供应商应承担举证责任。

12. Code of Conduct for Suppliers, Security in the Supply Chain

供应商的行为准则、供应链的安全性

12.1 The Supplier shall comply with any agreement between the Parties as well as applicable laws and regulations (including without limitation, anti-corruption and anti-bribery law and regulations). In particular, the Supplier shall not and shall procure that none of its employees or other third parties involved by the Supplier (including agent, subcontractor or affiliate) engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor. The Supplier is obliged to abstain from any other act or omission which may cause a criminal offense for fraud or embezzlement, bankruptcy offense, offense against competition, granting an undue benefit, advantage taking, bribery, corruption or comparable offenses of the Supplier's employees or third parties. The Supplier shall observe this obligation at all times and without exceptions and shall control its employees and other individuals working for it in an appropriate manner to ensure their adherence to these compliance obligations. Moreover, the Supplier shall ensure the health and safety of its employees, comply with any and all applicable environmental laws and apply best efforts to ensure that its subcontractors comply with this code

of conduct.

供应商应遵循双方之间任何协议以及适用的中国法律法规（包括但不限于反腐败及反贿赂法律法规）。特别地，供应商不得并应促使其员工或供应商涉及的其他第三方（包括代理、分包商或关联方）均不得积极或消极地、直接或间接地从事任何形式的贿赂、侵犯员工的基本人权或使用童工。供应商不得从事可能构成欺诈或挪用公款的刑事犯罪、破产犯罪、不正当竞争犯罪、给予非法利益、收受利益、贿赂、腐败的任何其他行为或不作为，且供应商的员工或第三方不得从事类似的犯罪行为。供应商应在任何时候均毫无例外地遵守本义务，并应以适当的方式控制其员工及其他为其工作的员工的行为以使其遵守该等合规义务。此外，供应商应确保员工的健康及安全，遵守任何及所有适用的环境法律，并应尽最大努力确保其分包商中遵守本行为准则。

12.2 The Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e. g. AEO, CTPAT). The Supplier shall protect the Products provided to MEP or provided to third parties designated by MEP against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those Products and shall obligate any subcontractors to take equivalent security measures.

为了保证供应链安全符合世界关务组织的全球贸易安全与便捷化标准架构（如 AEO、CTPAT）规定的国际认可的措施的要求，供应商应提供必需的组织指示并采取措施，尤其是针对下述安全的措施：厂房安全、包装及运输安全、合作伙伴安全、个人安全及信息安全。供应商应保护向米勒提供的货物或根据米勒指示向第三方提供的货物不受未经授权的使用及处理。供应商应对货物配置可靠的人员，并应责成其分包商采取对等的安全措施。

12.3 In addition to any other rights and remedies of MEP, MEP may terminate with immediate effect any agreement existing between the Parties and/or any Purchase Order issued thereunder in case of the Supplier's breach of its obligations under Article 12 and claim compensation for losses incurred as a result of the compliance breach. However, provided that the Supplier's compliance breach is capable of remedy, as deemed by MEP, MEP's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by MEP.

若供应商违反其第 12 条项下的义务，除米勒享有的任何其他权利及救济外，米勒有权立即终止双方之间的任何协议及/或任何采购订单，并有权要求供应商赔偿由其违反该等合规义务造成的损失。但是，若米勒认为供应商的违反合规义务的行为可以补救，则米勒行使终止权利的前提为供应商未能在米勒规定的合理的宽限期内补救该等违约行为。

13. Export Control and Foreign Trade Data Regulations

出口控制及外贸数据条例

13.1 The Supplier shall comply with any and all applicable export control, customs and foreign trade regulations ("**Foreign Trade Regulations**"). The Supplier shall advise MEP in writing within two weeks of receipt of the Purchase Order - and in case of any changes without undue delay - of any information and data required by MEP to comply with all Foreign Trade Regulations in case of export and import as well as reexport, including without limitation:

供应商应遵守任何及所有适用的出口控制、海关及外贸条例（“**外贸条例**”）。供应商应在收到采购订单后两周内以书面形式告知米勒其为遵守与进出口及转口相关的所有外贸条例所需的任何信息及数据，且应于该等信息及数据变更后毫不迟延地告知米勒该等变更，该等信息及数据包括但不限于：

- All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and
所有适用的出口清单号码，包括美国商业控制清单（ECCN）列明的出口控制分类号码；以及
- the HS-Code (Harmonized System code) and any statistical commodity code or information

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pursuant to the applicable international trade commodity statistics; and
海关编码以及适用的国际贸易商品统计数据项下的任何商品统计编码或信息；以及

- the country of origin (non-preferential origin) certificate; and – upon request of MEP- the Supplier's preferential certificate or any other certificate as required by the applicable laws and regulations.
原产地证书（非优惠国原产地），以及（根据米勒的要求）供应商的优惠国原产地证书或适用的法律法规要求的任何其他证书。

13.2 The Supplier shall be liable for any expenses and/or damages incurred by MEP due to any breach of the obligations according to section 13.1, unless the Supplier is not responsible for such breach.
供应商应对其违反第 13.1 条项下的义务而给米勒造成的任何费用及/或损害承担责任，除非供应商不应对该等违约负责。

13.3 MEP shall not be obligated to fulfill the agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions, unless MEP was or should have been aware of these obstacles when the agreement was concluded.

若由于国内或国际外贸要求、海关要求、禁运或其他制裁产生的障碍阻碍米勒的履约行为，则米勒无义务履行约定，除非米勒在签署协议时知晓或应当知晓存在该等障碍。

14. Hazardous Substances

危险物质

If the subject of the agreement between the Parties involves any material (including mixture of materials) with hazardous qualities pursuant to applicable PRC laws and regulations or if such hazardous qualities arise from the handling of such material, then, prior to bringing such material into circulation, the Supplier shall assess these hazardous qualities in line with applicable PRC laws and regulations valid at the time of delivery, and shall package and label such material accordingly. During initial sampling and with first series delivery respectively, the Supplier shall provide MEP with a current safety data sheet, issued with a date, in Chinese and English and including information regarding place of use and purpose of use. The safety data sheet must be provided again in the event of any change in the material as well as any revision of the safety data sheet by the Supplier, at the latest every 3 years. Should any particular handling requirements exist, the Supplier shall inform MEP thereon separately in writing and shall advise on the utilization of such material, taking into consideration the local prerequisites at MEP. Without prejudice to the foregoing, the statutory provisions, in particular with respect to the Supplier's obligations as per the applicable PRC laws and regulations valid at the time of delivery, shall remain unaffected.

若双方之间协议的标的物涉及的任何材料（包括材料的混合）根据适用的中国法律法规具有危险特性，或处理该等材料具有危险性，则供应商应在该等材料进入流通过程前根据交付时适用的有效的中国法律法规评估其危险特性，并相应包装及标记该等特性。在初步取样及交付第一批货物过程中，供应商应向米勒分别提交一份标明日期的中英文双语版本的当前安全数据表，该安全数据表应包含有关使用地点及使用目的的信息。若材料发生任何变更及供应商修订安全数据表，供应商应重新提供该安全数据表，且安全数据表最迟应每 3 年重新向米勒提供一次。若存在任何特殊处理要求，供应商应单独以书面形式通知米勒该等要求，且供应商应在考虑米勒的当地条件后告知米勒如何使用该等材料。在不影响前述要求的前提下，法律规定（特别是在交付时适用的有效的中国法律法规规定的供应商的义务）不受影响。

15. Applicable Law, Arbitration

适用法律、仲裁

15.1 These GTC shall be governed by and construed in accordance with the laws and regulations of the People's Republic of China (for the purpose of these GTC only, excluding Hong Kong, Macau and Taiwan) and excluding the provisions of the UN Convention on Contracts for the International Sale of Goods dated April 11, 1980 (CISG).

本通用条款应适用中华人民共和国（仅为本通用条款之目的，不包括香港、澳门及台湾）的法律法规（排除 1980 年 4 月 11 日的联合国国际货物销售合同公约），并依据其解释。

15.2 Any dispute, controversy or claim arising out of or relating to any agreement between the Parties, including without limitation, its existence, performance, breach, termination or invalidity thereof (the “Dispute”), shall be settled in friendly negotiations between the Parties. If the Dispute cannot be solved within one (1) month after friendly negotiations were first proposed by a Party to the other Party in writing, the Dispute shall exclusively be settled by arbitration under the arbitration rules of the Shanghai International Economic and Trade Arbitration Commission (“SHIAC”) in force when the notice of arbitration is submitted. The seat of arbitration shall be in Shanghai. The number of arbitrators shall be three unless the amount in dispute is less than RMB 300,000 in which case the Dispute shall be decided by a sole arbitrator. The arbitration proceedings shall be conducted in English language. The arbitration award shall be final and binding on both parties without recourse to ordinary courts of law.

因双方之间任何协议产生的或与之相关的任何纠纷、争议或权利主张，包括但不限于本等协议的存在、履行、违约、解除或无效（“争议”），应由双方通过友好协商解决。如果争议在一方首次向另一方以书面形式提出友好协商之日起一（1）个月内未能解决，则应提交上海国际经济贸易仲裁委员会（“上海贸仲”），按照仲裁申请时上海贸仲现行有效的仲裁规则进行仲裁。仲裁程序应当在上海进行。若争议金额小于 300,000 人民币，争议应由一（1）位仲裁员审理，否则仲裁庭应当由三（3）位仲裁员组成。仲裁程序应当以英文进行。仲裁裁决是终局的且对双方有约束力，且不得向法院寻求救济。

16. Miscellaneous, Termination 其他约定、终止

16.1 The Supplier is not entitled to assign its rights and obligations arising from the Parties’ contractual relationship to third parties without MEP’s prior written consent. To the extent approved by MEP in writing, the Supplier may appoint a third party to perform a Purchase Order provided that the Supplier shall be held responsible for the performance of this third party and that such third party complies with these GTC and any other agreement between the Parties.

未经米勒事先书面同意，供应商无权向第三方转让基于双方之间合同关系的权利和义务。在米勒书面批准的限度内，供应商可以委托第三方履行采购订单，但前提是供应商应就该第三方的履约行为承担责任，以及该第三方遵守本通用条款及双方之间任何其他协议。

16.2 All notices to be issued by either Party hereunder shall be written bilingually in Chinese and English and may be delivered by hand, registered post, courier service or email/fax to the other Party.

一方根据本通用条款发出的所有通知应以中文及英文书写，通过亲自递交、挂号信、快递方式或邮件/传真送达另一方。

16.3 If any of the following events occurs and without prejudice to any other remedies available to MEP under these GTC or the applicable laws, MEP is entitled to terminate the relevant Purchase Order or any agreement between the Parties with immediate effect by serving a written notice to the Supplier:

如果以下任何事件发生，米勒有权在不影响其在法律以及本通用条款项下任何其他救济权利的前提下通过书面通知供应商的方式终止相关采购订单或双方之间的任何协议，该等终止立即生效。

a) The Supplier delays delivery, in whole or in part, within a reasonable period of grace determined by MEP;

供应商在米勒确定的合理的宽限期内迟延交付全部或部分货物；

b) Any of the Products fails to comply with the Product Specifications, quality or quantity standards mentioned in these GTC and/or the relevant Purchase Order or any other agreement between the Parties and the Supplier fails to rectify such discrepancies within a reasonable period of grace determined by MEP;

任何货物未能符合货物规格或本通用条款及/或相关采购订单或双方之间其他协议约定的质量或数量标准，且供应商未能在米勒确定的合理宽限期内补救该等不合格情形；

c) The Supplier defaults in the performance of any other obligations under these GTC and/or

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the relevant Purchase Order or any agreement between the Parties and fails to rectify such default within a reasonable period of grace determined by MEP; or
供应商未能履行本通用条款及/或相关采购订单或双方之间任何协议约定的任何其他义务，且未能在米勒确定的合理的宽限期内纠正该等违约行为；或者

- d) The Supplier becomes insolvent or any bankruptcy proceeding is instituted by or against the Supplier.
供应商破产或者申请或被申请进入破产程序。

Termination shall not affect either Party's rights, obligations, liabilities and remedies that have accrued as of the termination date.

终止不应影响任何一方在合同终止之日时已产生权利、义务、责任和救济。

- 16.4 Unless otherwise stated in the Purchase Order, place of performance is the registered office of MEP.

除非采购订单中另行说明，合同履行地为米勒的注册地。

- 16.5 Nothing in these GTC shall be construed as establishing or implying a partnership or joint venture between the Parties or shall be deemed to constitute either Party as an agent of the other or to allow either Party to hold itself out as acting on behalf of the other.

本通用条款不能理解为双方之间建立了或暗含着合伙关系或合资关系，也不能理解为一方是另一方的代理或允许一方代表另一方行事。

- 16.6 Should any provision of these GTC be or become invalid or unenforceable, the validity or enforceability of the remaining provisions of these GTC shall not be affected thereby. The invalid or unenforceable provision shall then be deemed to be substituted by a valid and enforceable provision which, to the extent legally permissible, comes as close as possible to the commercial intention and purpose of the invalid or unenforceable provision.

如果本通用条款的任何条款被认定为无效或不可执行，本通用条款中其他条款的效力不受影响。该无效的或不可执行的条款应视为被有效的或可执行的条款所取代，且只要法律允许，应达到该无效或不可执行条款制订时的预期的商业目的。

- 16.7 These GTC shall be written in English and Chinese language. In the event of any discrepancy or conflict between the two versions, the English version shall prevail.

本通用条款以英文和中文两种语言文本书就。若两种语言文本之间有任何不一致或冲突，应以英文文本为准。

Mehler Engineered Products (Suzhou) Co., Ltd., Suzhou, July 2015

米勒工程绳（苏州）有限公司，苏州，2015年7月