

**Terms and Conditions of Purchase
of
Kaercher Cleaning Technology (Changshu) Co.,LTD**

as of April 2022
采购一般条款与条件 (2022 年 4 月版)

I. Validity 有效性

1. These Terms and Conditions of Purchase (hereinafter "Terms and Conditions of Purchase") apply to all agreements between Kaercher Cleaning Technology (Changshu) Co.,Ltd (hereinafter "We") with companies (hereinafter "Supplier") concerning the delivery or manufacture of production material, non-production material and other items and delivery items as well as the provision of services (together: "Goods") by the Supplier. The Terms and Conditions of Purchase do not apply to consumers.

该等采购的条款与条件（下称“采购条款与条件”）适用于凯驰清洁技术（常熟）有限公司（下称“我们”），与交付或制造生产材料、非生产材料和其他物料，以及交付产品及提供服务（合称“货物”）的公司（下称“供应商”）。采购条款与条件不适用于客户。

2. Our Terms and Conditions of Purchase (below) apply exclusively. We do not accept any terms and conditions of the Supplier unless We have expressly consented to them in writing. Our Terms and Conditions of Purchase apply even if We accept deliveries without reservation despite being aware of conflicting or deviating terms and conditions of the Supplier.

我们的购买条款（以下）排他性适用。除非我们以书面形式明确同意，否则我们不接受供应商的任何条款和条件。即使我们知道供应商的条款和条件与我们的有冲突或偏离，且未作保留地接受了交货，我们的购买条款和条件仍然适用。

3. Deviations from and additions to these Terms and Conditions of Purchase are only valid with our express written confirmation and apply only to the respective agreement for which they were agreed.

对这些采购条款和条件的偏离和补充仅在获得我们明确的书面确认后才有效，并且仅适用于双方同意的相应协议。

4. The version of our Terms and Conditions of Purchase which applies is the version which is valid at the time of our order and constitutes a framework agreement which also applies to any later contracts within the meaning of subsection I. 1. with the same Supplier without it being necessary for us to refer to them again.

订单生产之时有效的采购条款与条件版本为适用的版本，针对同一供应商构成 I. 1.款所辖范围内的框架协议，对后续签订的合同亦适用，且该适用无需我方再次提及。

II. Conclusion of contract 合同订立

Our orders are only binding if We have placed them in writing, by email or by fax. Verbal orders or verbal orders by phone as well as any additions or changes to an order are only valid if We confirm them in writing, by email or by fax.

我们的订单只有以书面、电子邮件或传真的形式发出才具有约束力。口头订单或电话口头订单，以及订单的任何增加或更改，只有在我们以书面、电子邮件或传真确认的情况下才有效。

III. Prices 价格

The agreed prices are fixed prices inclusive of all incidental costs, (e.g. proper packaging, transport, insurance of the Goods); in case of doubt, the price includes value added tax.

商定的价格是包括所有附带费用的固定价格（例如适当的包装，运输，货物保险）；如有疑问，价格包括增值税。

IV. Supplier's obligations 供应商义务

1. Delivery periods shall run from the date of our order.
交货期应自我们订单之日起算。
2. Preparation of offers and price estimates and similar preparatory work by the Supplier are free of charge for us unless otherwise agreed in writing.
供应商对报价和价格估算的准备工作以及类似的准备工作对我们是免费的，除非另有书面约定。
3. If there is a delay in delivery by the Supplier, We are entitled to demand 0.5% of the full price calculated on the basis of the order (including VAT) for each commenced week of default as liquidated damages for losses caused by the delay up to a total of 5% of the order value (including VAT), without any proof of actual damage being required from us. The right of the Supplier to provide proof that no damage or that the damage incurred was substantially lower remains unaffected. Any other rights and claims to which We are entitled remain unaffected the liquidated damages for losses caused by the delay shall be set off against any claims for damages resulting from the delay.
如果供应商延迟交货，我们有权要求订单（包括增值税）总价的 0.5% 每周的违约金作为由延迟交货引起的损害赔偿。最高不超过订单价值的 5%（含增值税）的违约金，无需我们提供任何实际损坏证明。供应商提供证明没有损坏或所造成的损坏远低于此的权利仍然不受影响。我们有权获得的任何其他权利和索偿均不受延误所造成的损失的违约赔偿金的影响，应与因延误而引起的任何损害赔偿相抵销。
4. If it is not possible for the Supplier to fulfil its contractual obligations on time or if the Supplier is unable to deliver in the agreed quality, it shall notify us without undue delay in writing, stating the reasons, and specify the expected delivery date and the deliverable quality. The Supplier shall compensate any damage resulting from the breach of this obligation. Our other rights and claims due to any delay in delivery remain unaffected.
如果供应商无法按时履行合同义务，或者供应商无法按约定的质量交货，则应立即书面通知我们，并说明原因以及预计的交货日期和可交付的质量。供应商应赔偿因违反本义务而造成的任何损失。我们因延迟交货而产生的其他权利和索赔不受影响。
5. If the ordered Goods have not yet been produced, We may demand changes to the construction and the design. The parties shall agree on an adjustment of the Supplier's remuneration should these changes lead to extra or reduced costs. If the parties are unable to come to an agreement, a third party-expert shall determine the adjusted remuneration. If the parties fail to agree on the person of the expert, the president of the Chamber of Commerce and Industry for the Stuttgart region shall make a decision. The parties shall each bear half of the expert's costs.
如果订购的货物尚未生产，我们可能要求更改结构和设计。这些变更导致增加或减少成本的，双方应就供应商报酬的调整达成一致。当事人不能达成协议的，由第三方专家确定合理的报酬。如果双方未能就专家人选达成一致，斯图加特地区商品及工业商会会长应做出决定。双方应

各自承担专家费用的一半。

6. The Supplier shall undertake to comply with the Kärcher code of conduct (<https://s1.kaercher-media.com/media/file/56863/kaercher-code-of-conduct.pdf>) and the generally valid principles of the UN Global Compact (<https://www.unglobalcompact.org/>). The Supplier shall in particular ensure that children and adolescents are employed only in accordance with the rules of the International Labour Organization (ILO), the United Nations (UN) and national law. The Supplier shall impose this obligation on its suppliers. In the event of contradictions between the Kärcher Code of Conduct and the principles of the UN Global Compact the Supplier shall always give the principles of the UN Global Compact priority.
供应商应承诺遵守 Kärcher 行为准则(<https://s1.kaercher-media.com/media/file/56863/kaercher-code-of-conduct.pdf>)以及联合国全球契约的一般有效原则(<https://www.unglobalcompact.org/>)。供应商应特别确保仅根据国际劳工组织（劳工组织）、联合国（联合国）和国内法的规定雇用儿童和青少年。供应商应将此义务加给其供应商。万一《Kärcher 行为准则》与《联合国全球契约》的原则发生冲突，供应商应始终优先考虑《联合国全球契约》的原则。
7. The Supplier shall also undertake to institute all the necessary measures on time so that the parts and/or devices supplied to us satisfy the requirements of the EU directives on waste electrical and electronic equipment (WEEE) and on banned substances (currently applicable version of RoHS 2, Directive 2011/65/EU) as well as the corresponding national provisions in the Member States of the European Union. In particular, this applies to the labelling of devices, the avoidance of banned substances and the provision of information for disposal companies. If changes need to be made to the parts and/or devices to be supplied in order to comply with the said legal standards, the Supplier is obliged to obtain our written consent before making these changes. The Supplier shall also observe Kärcher standard KN 050.032 "Constituent substances", which We provide as a download online (<https://www.kaercher.com/int/inside-kaercher/company/supplier-area/download-area.html>).
供应商还应保证及时采取所有必要措施，以确保向我们提供的零件和/或设备满足欧盟关于废弃电子电气设备（WEEE）和禁用物质（当前适用的 RoHS 2，2011 / 65 / EU 指令）以及欧盟成员国的相应国家规定。这尤其适用于装置的标签、避免使用违禁物质和向处置公司提供信息。如果为了符合上述法律标准而需要对所提供的部件和/或装置进行更改，供应商有义务在进行这些更改之前获得我们的书面同意。供应商还应遵守 Kärcher 标准 KN 050.032“成分物质”，我们将提供在线下载(<https://www.kaercher.com/int/inside-kaercher/company/supplier-area/download-area.html>)。
8. The Supplier undertakes to comply with all the statutory requirements resulting from the EU regulations concerning protection against chemicals (REACH) (in particular, the registration, notification and authorisation duties). The Supplier shall provide us with sufficient information as required pursuant to Art. 33 of Directive 1907/2006 EC (REACH Directive) for the safe use of the products pursuant to Art. 57 of the REACH Directive. If, as a consequence of REACH, any changes should ensue in the availability or use in accordance with the designated purpose of materials, components, groups of components, finished products or packaging or if action is required by us, the Supplier shall notify us hereof without undue delay. The Supplier shall also pass on the duties set out in this subsection to its suppliers. Should the Supplier be responsible for any damage resulting from the breach of one of the duties set out in this subsection, it is obliged to in this respect indemnify us against claims for damages by third parties upon initial request and to compensate us for any damage We have incurred. The materials, components, groups of components, finished products or packaging shall not contain any substances of very high concern (SVHC) listed in the current REACH candidate list. If SVHC should be present in a concentration higher than 0.1%, the Supplier shall notify us without undue delay.
供应商承诺遵守欧盟有关化学品保护（REACH）法规的所有法定要求（特别是注册，通知和授

权职责)。供应商应根据 Directive 1907/2006 EC (REACH Directive)第 33 条提供基于 REACH Directive 第 57 条所要求的产品安全适用的充分信息。由于 REACH, 材料、部件、部件组、成品或包装的可用性或使用应根据指定用途发生任何变化, 或者如果我方要求采取行动, 供应商应立即通知我方, 不得无故拖延。供应商还应将本小节规定的职责加于其供应商。对因违反本小节中规定的职责而造成的任何损害, 供应商有义务基于第三方对我们的求偿立即进行赔偿, 并赔偿我们所遭受的任何损害。材料、部件、部件组、成品或包装不得含有当前 REACH 候选清单中列出的任何高度关注物质 (SVHC)。如果 SVHC 的浓度高于 0.1%, 供应商应及时通知我们。

9. The Supplier shall issue and send us a long-term supplier's declaration which conforms with the official sample document pursuant to applicable EU provisions on preferential trade. Insofar as this has not yet occurred, the first long-term supplier's declaration must be signed and submitted to us within 14 days of the agreement being concluded. No later than two weeks before expiry of the respective period of validity of a long-term supplier's declaration the Supplier shall provide us with a new long-term supplier's declaration without awaiting a special request to do so. If the Supplier's manufacturing site for the Goods is not located in an EU Member State, the Supplier is required to import the corresponding contractual items into the EU with an EUR.1 movement certificate issued by the competent customs authority or with a declaration of origin. The Supplier must inform us in writing without undue delay and without awaiting a special request to do so if the information in the long-term supplier's declaration, the EUR.1 movement certificate or the declaration of origin is no longer correct for the products. If We suffer damage (including personnel costs) from failure to perform these obligations or false information from the Supplier, the Supplier must reimburse us for this damage. This shall not apply if the Supplier is not responsible for such failure to perform or the false information.

供应商应根据适用的欧盟优惠贸易规定, 向我方发出并发送符合官方样本文件的长期供应商声明。如果至今尚未发送, 则供应商必须在协议签订后 14 天内签署并向我方提交第一份长期供应商声明。在长期供应商声明的有效期届满之前, 不得迟于两周, 供应商应向我们提供新的长期供应商声明, 而无需等待特殊要求。如果供应商的商品生产地点不在欧盟成员国内, 则要求供应商用主管海关当局签发的 EUR.1 流动证书或原产地声明将相应的合同物品进口到欧盟。如果长期供应商声明、EUR.1 移动证书或原产地声明中的信息不再适用于产品, 供应商必须以书面形式通知我们, 不得无故拖延, 也不得等待特别要求。如果我们因未能履行这些义务或供应商提供虚假信息而遭受损害(包括人员费用), 供应商必须赔偿我们的损失。如果供应商不对此类不履行或虚假信息负责, 则不适用此规定。

V. Shipping 运输

1. Shipment of the Goods shall take place DAP (INCOTERMS 2010) to the place stipulated in the order. Any returns of Goods for reasons within the Supplier's scope of responsibility shall be at the Supplier's expense and risk.

货物应在 2010 年国际贸易术语解释通则 (DAP) 中规定的地点装运。因供应商责任范围内的原因退货的费用和风险应由供应商承担。

2. We are entitled to refuse to accept shipments if proper shipping documents are not submitted to us on the day of delivery, especially if our order descriptions and numbers are not listed or not listed in full, without being in default of acceptance as a result. Costs incurred as a result of the refusal to accept shall be borne by the Supplier. The shipping documents shall include a detailed delivery note with an exact description of the department that issued the order and the date of the order. In the case of express and urgent shipments as well as postal parcels a delivery note in a sealed envelope shall be enclosed with the Goods.

如果在交货当天没有向我们提交适当的装运单据, 特别是如果我们的订单说明和编号没有列出

或没有完整列出，我们有权拒绝接受货物，而不会因此而导致违约。因拒绝接受而产生的费用应由供应商承担。装运单据应包括一份详细的交货通知单，详细说明发出订单的部门和订单日期。对于快件和急件以及邮包，应在货物中附上包含送货单的密封信封。

3. Packaging of the Goods shall be carried out at the Supplier's expense. If, as an exception, We have agreed to bear the packaging costs, We shall bear them only in the amount of the cost price of the material.

货物的包装费用应由供应商承担。如果作为例外，我们同意承担包装费用，我们将只承担材料成本价的金额。

VI. Invoicing, payment 发票与付款

1. For each delivery an invoice shall be submitted separately from the shipment of Goods to our invoice verification department. The wording of the invoice must correspond to our order descriptions and it must contain our order numbers. The exact description of the department that issued the order and the date of the order must be quoted.

对于每次交货，发票应与货物装运分开提交给我们的发票验证部门。发票的措辞必须与我们的订单描述一致，并且必须包含我们的订单号。必须注明下订单部门的确切描述和订单日期。

2. We make payments at our discretion after 14 days with the deduction of 3% cash discount or after 30 days without deduction.

我们会酌情决定在 14 天后付款（扣除 3% 的现金折扣）或 30 天后（不扣除）。

3. The terms of payment set out in subsection VI.2 commence upon receipt of the proper shipping documents (V.2.) or a proper verifiable invoice (VI. 1.) or upon delivery of the proper Goods, depending on which date is later.

第 VI.2 小节中规定的付款期自收到适当的运输单据（V.2）或适当的可验证发票（VI.1.）或交付适当的货物后起算，以较晚时间为准。

4. Incorrect shipping documents or invoices as well as defective deliveries delay the course of the term of payment and may be returned by us at any time. In these cases, the term of payment shall not start to run until We have completed invoice verification or until receipt of the proper shipping documents or invoices or proper performance of the contract. The Supplier shall take into account this commencement of the payment period in its evidence of our failure to pay.

不正确的装运单据或发票以及有缺陷的交货将导致付款延期，我方也可随时退还。在这种情况下，付款期在我方完成发票核实或收到适当的装运单据或发票或适当履行合同之前不得开始起算。

5. If the contract becomes void or is terminated or reversed for whatever reason, interest in accordance with the statutory provisions shall be paid on the payments We have affected regardless of any further claims. Foreign Suppliers must - irrespective of any changes in the exchange rate that have occurred in the meantime - repay the Euro amount paid by us plus the statutory interest claims in Euros.

如果合同因任何原因失效或被终止或撤销，不管是否发生其他诉请，我们所支付的金额应根据法定的利息付息退还。无论在此期间发生任何汇率变动，外国供应商必须偿还我们支付的欧元金额加上以欧元支付的法定利息。

VII. Right of retention, offsetting, assignment 留置权、抵销权、转让权

1. The assertion of a right of retention against our claims and offsetting against counterclaims is only permitted if the counterclaims on which the right of retention is based, or the offset counterclaims are undisputed or have been declared final and absolute by a competent court.
仅在以下情况时才可以主张留置权与抵消：留置权的主张基于反诉的提出，抵销所基于的反诉必须无争议，两者都可以基于主管法院作出的终局且绝对的判决。
2. The Supplier may only assign its rights arising from this contract with our written consent; this does not apply to monetary claims arising from a commercial transaction on both sides.
供应商仅能在我方书面认可的情形下转让基于本合同而产生的权利；本款不适用于基于双方交易所产生的货币债权。

VIII. Warranty, liability 保证与责任

1. The Goods must provide the agreed performance and in terms of design and material conform to the latest state of technology, comply with the applicable accident prevention regulations and correspond to our order documents and the agreed quality. Furthermore, the Goods must be suitable for the use designated in the order or order confirmation or otherwise for the usual application and have a quality that is customary for items of the same kind and which We can expect according to the type of Goods.
货物必须符合约定的性能，并且在设计和材料方面要符合最新的技术状态，遵守适用的事故预防规定，并与我们的订单文件和约定的质量相对应。此外，货物必须适用于订单或订单确认书中指定的用途或通常用途，并具有同类商品的通用质量，以及我们可以根据货物类型来合理期待的品质。
2. The Supplier shall be liable for ensuring that no rights of third parties (especially patents, utility models, design patents, copyrights or other rights) are infringed in connection with its delivery; this does not apply if the Supplier is not responsible for the infringement of the rights of a third party. This liability applies to all Member States of the European Union, other states party to the Agreement on the European Economic Area as well as Switzerland and the USA. For our part, We are not obliged to carry out investigations to ascertain whether any industrial property rights of third parties exist. If claims are asserted against us by a third party due to the infringement of such rights, for which the Supplier is responsible, the Supplier shall be obliged, on first written request, to indemnify us against all claims by third parties and to reimburse us for all resulting damage, costs and expenditure; this includes fending off impending claims and actions of third parties. The liability of the Supplier also includes all damage, especially consequential damage, resulting from supply shortages and production disruptions and the reasonable costs of a necessary legal defence. This obligation of the Supplier shall not apply in as far as the right or claim of the third party results from the fact that the Supplier has manufactured the delivery items in accordance with technical drawings, drafts, formulae or information provided by us.
供应商应负责确保其交付的产品不侵犯第三方的权利（特别是专利、实用新型、设计专利、版权或其他权利）；如果供应商对该侵权行为不负责任则前款不适用。该责任适用于所有欧盟成员国，参与该协议的欧洲经济区域的其他国家以及瑞士和美国。我方无义务查明任何第三方是否拥有该等知识产权。如果由供应商负责的第三方因侵权行为而对我们提出索赔，则供应商有义务在收到书面请求的第一时间向我们赔偿第三方提出的所有索赔要求，并赔偿我们由此产生的所有损害，成本和费用；包括抵御第三方即将提出的索赔和诉讼的相关费用。供应商的责任还包括由于供应短缺和生产中断而造成的所有损害，特别是间接损害，以及必要的法律辩护的合理费用。如果第三方的权利或索赔是由于供应商已按照我方提供的技术图纸、草案、公式或信息制造了交付物项，则供应商的此项义务不适用。

3. If the Goods are defective, We may, at our discretion, demand the remedy of the defect or delivery of defect-free Goods. In accordance with the statutory provisions, We are entitled to rescind the contract, reduce the purchase price and demand compensation or reimbursement of futile expenditure.

如果货物有缺陷，我方可酌情要求补救缺陷或要求交付无缺陷货物。根据法律规定，我们有权解除合同，降低采购价格，并要求赔偿或补偿无效支出。

4. We are entitled, without giving prior notice to the Supplier, to remedy defects ourselves or have them remedied at the Supplier's expense if this is necessary in order to avert acute danger or to prevent substantial damage due to interruptions to our operations. This only applies if it is no longer possible, on account of such circumstances, to notify the Supplier and set it a deadline for remedying the defect itself. In addition, We shall be entitled to remedy the defect ourselves at the cost of the Supplier if the Supplier is in default with subsequent performance or refuses to provide subsequent performance.

我们有权在不事先通知供应商的情况下自行修补缺陷，或在必要时用供应商的费用进行修补，以避免严重危险的发生或防止因我们的操作中断而造成的实质性损害。该情形仅适用于不再可能通知供应商并为其规定修补缺陷的最后期限。此外，如果供应商未能履行后续义务或拒绝提供后续义务，我方有权自行修补缺陷，费用由供应商承担。

5. The acceptance and/or payment of the delivered Goods by us does not constitute the waiving of warranty rights even if We are aware of the defect at the time of accepting and/or paying for the Goods.

即使我方在接受货物和/或支付货款时意识到缺陷，我方对已交付货物的接受和/或支付并不构成放弃保修权。

6. We shall examine the delivered Goods for quality or quantity deviations within a reasonable period. The notification of defects is in due time provided it is received by the Supplier within 14 working days from when the Goods were inspected; for obvious defects the 14-day period commences on receipt of Goods, for latent defect when the defect is discovered. If We and the Supplier have concluded a quality assurance agreement, the provisions of the quality assurance agreement shall take precedence.

我们将在合理的期限内检验所交付货物的质量或数量偏差。供应商会在货物检查后的 14 个工作日内及时收到缺陷通知；对于明显的缺陷，期限为自收到货物之日起 14 天；对于潜在缺陷，期限为缺陷被发现起 14 天。如果我们和供应商签订了质量保证协议，则以质量保证协议的规定为准。

7. The limitation period for warranty claims and the time limit for rescission and the right of reduction is 36 months and begins when the Goods are delivered to us. If statute provides for longer limitation periods in individual cases, then they apply. In case of replacement delivery or remedying of defects in the context of warranty, the limitation period for replaced and remedied parts begins anew.

保修索赔的期限和解除、减免权的期限为 36 个月，自货物交付我方之日起计算。如果法律规定在个案中有更长的时效期限，则适用该规定。如果在保修范围内更换交付或修补缺陷，则更换和修补的零件的期限重新开始。

IX. Product liability, indemnity and third-party liability insurance 产品责任、赔偿和第三方责任保险

1. To the extent that the Supplier is responsible for product damage, in particular with regard to a concluded quality assurance agreement, it is required to indemnify us against compensation claims of third parties on written request and also to reimburse us in this respect for the entire damage if the cause lies in its sphere of control and organisation or the Supplier is itself liable to third parties. The statutory provisions on adjustments between joint and several debtors (*Gesamtschuldnerausgleich*) apply accordingly. Our claims and in particular the indemnification claim shall become statute-barred at the earliest three months after the date on which the claims asserted against us become statute-barred.

如果供应商对产品损害负责，特别是在已签订的质量保证协议的情况下。供应商应于我方提出书面要求时向我方赔偿第三方的索赔，并赔偿我方的全部损坏。特别是如果原因在于供应商控制和组织范围内，或者供应商本身应对第三方承担责任的。有关连带债务人之间的责任调整的法律规定也适用。我方的索赔，特别是赔偿请求至少应晚于第三方向我方索赔到期后的三个月到期。

2. In this respect the Supplier is also obliged to reimburse us for any expenses resulting from or in connection with any recall actions carried out by us. We shall inform the Supplier of the content and scope of such recall measures – as far as possible and as far as can be reasonably expected – and give the Supplier the opportunity to comment.

供应商也有义务补偿我们因我们执行的任何召回行动而产生的或与之相关的任何费用。我方应尽可能并在合理预期的范围内，将此类召回措施的内容和范围告知供应商，并给予供应商进行评论的机会。

3. The Supplier is obliged to maintain business and product liability insurance and recall action insurance with a cover amount of at least EUR 10 million flat rate per annum and a cover amount of at least EUR 5 million as a flat rate per occurrence for personal injury/damage to property (product liability insurance) and a flat rate per occurrence for recall costs (recall cost insurance) respectively and to provide us with proof thereof by handing over a written confirmation from the insurer that there is insurance cover at the time of conclusion of this agreement or during the term of this agreement if requested by us. The Supplier hereby assigns to us any current and future claims against its product liability insurer and its recall costs insurer respectively to the extent of its obligations. We herewith accept this assignment. If We are entitled to any further damages claims, they remain unaffected by this.

供应商将维持商业和产品责任保险以及召回行动保险，保险金额至少为每年 1000 万欧元的统一费率，每次发生个人伤害/财产损失的保险金额至少为 500 万欧元的统一费率（产品责任保险），每次发生召回的保险金额至少为 500 万欧元的统一费率（召回成本保险）。供应商将在签署本协议时以及在本协议期限内应我方的要求从保险公司移交书面确认书，以向我方提供上述证明。在供应商的义务范围内，供应商特此向我方转让其产品责任险和召回费用险的（未来）理赔额。我方特此接受此项转让。我方的任何其他损害赔偿请求不受影响。

X. Work performed in our factories 在我方工厂进行操作

Persons who perform work at one of our factories in fulfilment of the agreement have to comply with the relevant statutory provisions as well as the respective Kärcher company regulations; in the event of violations We do not accept any liability for accidents occurring within our sphere of control, unless We caused the accident with intent or through gross negligence. The existing regulations for entering and exiting our factories must be adhered to.

为履行协议而在我们的某家工厂中从事工作的人员必须遵守相关的法定规定以及相应的 Kärcher 公司规定；在发生违规事件时，除非我们有意或通过重大疏忽造成事故，否则我们对控制范围内发生的事故不承担任何责任。该等人员必须遵守有关进出我们工厂的现行规定。

XI. Drawings, models, tools 图纸、模型和工具

1. Drawings, models, tools, samples, work documents and other documents that We make available to the Supplier or pay for shall remain or become our property. Any necessary transfer of possession shall be replaced by the Supplier storing the items for us free of charge with the diligence of a prudent businessperson. If and to the extent a tool loan agreement exists between us and the Supplier, this tool loan agreement takes precedence.
我们向供应商提供或支付的图纸，模型，工具，样品，工作文件和其他文件将保留所有权或成为我们的财产。在任何必要的占有转移情况下，供应商应尽勤勉义务帮我们免费储存。如果我们与供应商之间存在某些工具贷款协议，则以该工具贷款协议为准。
2. The Supplier may neither hand over for inspection nor otherwise make accessible nor duplicate the items specified in subsection XI. 1 without our express written consent. This also applies to documents that We provide for printing orders. The items produced according to the documents may not be supplied to third parties without our express written consent.
未经我们明确的书面同意，供应商既不得移交检查，也不得以其他方式获取或复制第 XI.1 小节中所指的项目。这也适用于我们为印刷订单提供的文件。未经我们明确的书面同意，不得将根据这些文件生产的物品提供给第三方。
3. After completion of the order the items shall be returned to us free of charge without a special request.
订单完成后，无需特殊要求，供应商应将物品免费退还给我们。

XII. Material provided, retention of title 提供的材料，所有权保留

1. Material that We provide for the execution of our orders shall remain our property. It shall be labelled as our property immediately after the Supplier received them, and they shall be stored separately from identical or similar material. The material may only be utilised within the scope of the agreement and planned production and not in any other manner.
我们提供的用于执行订单的材料归我们所有。供应商收到它们后应立即将其标记为我们的财产，并且应与相同或相似的材料分开存储。该材料只能在协议和计划的生产范围内使用，不能以任何其他方式使用。
2. The Supplier shall check the provided material for quality and quantity deviations upon receipt and shall not process any defective material provided. If a quality assurance agreement exists between us and the Supplier, it must be observed and it takes precedence. We must be notified of any quality and quantity deviations without undue delay. The Supplier shall be liable for damage which We incur due to the breach of these obligations. The right of the Supplier to prove that it could not detect any quality or quantity deviations of the material provided or that We did not incur any damage remains unaffected.
供应商应在收到后检查我们所提供材料的质量和数量偏差，并且不得处理所提供的任何有缺陷的材料。如果我们与供应商之间存在质量保证协议，则必须优先遵守该协议。任何质量和数量上的偏差都必须立即通知我们。供应商应对我们因违反这些义务而蒙受的损失负责。供应商证明其无法检测到所提供材料的任何质量或数量偏差或我们没有受到任何损害的权利不受影响。
3. The Supplier hereby already assigns to us the future title to a new item created as a result of the processing of our material. When processing, combining or blending our material with other items the Supplier hereby already assigns to us the joint title to the new item in proportion to the value of our material compared with the value of the other material. We hereby accept such assignment. The transfer of possession shall be replaced by the Supplier storing the item for us free of charge with the diligence of a prudent businessperson.
供应商在此已将由我方材料加工而成的新产品的未来所有权转让给我方。在加工、组合或混合

我方材料与其他材料时，供应商特此按照我方材料价值与其他材料价值的比例，将新材料的整合所有权按比例转让给我方。我们在此接受此项转让。在占有转移的情况下，供应商应尽勤勉义务帮我们免费储存。

4. The Supplier shall notify us without undue delay of a forthcoming or completed pledge or any another impairment of our rights.
供应商应及时通知我方即将或已完成的质押或对我方权利的任何其他损害。
5. The Supplier is obliged to insure the material We provide against all the customary risks at its expense.
供应商有义务为我方提供的材料进行投保以避免一切常规风险，费用由其承担。

XIII. Confidentiality 保密

1. The parties shall keep confidential any information which they become aware during their contractual cooperation and which relate to the business of the respective other party (hereinafter "Disclosing Party") provided the Disclosing Party has marked the respective information as confidential or has a clear interest in its being kept confidential (hereinafter "Confidential Information"). This obligation shall continue to apply once the contractual cooperation between the parties has ended.

双方将对在本协议有效期内获知的与相对方（以下简称“披露方”）的业务有关的任何信息保密，只要披露方已将其信息标记为机密或已宣布对其保密具有明显的利益。本协议终止后，本项义务将继续适用。

2. There is no duty to observe confidentiality if the respective Confidential Information demonstrably

如果相关信息出现下列情形，则无需遵守保密义务：

- a) has been, at the time of the receipt by the other party receiving the Confidential Information (hereinafter "Receiving Party"), already in the public domain or enters the public domain at a later time without a duty to observe confidentiality being breached,
在保密信息到达信息接收方（下称“接收方”）时，在没有违反保密义务的情况下出现在公共领域或在以后到达公共领域，
- b) was already known to the Receiving Party before its receipt or if it was published by a third party entitled to do so,
接收方在接收机密信息之前已知晓，或者如果该信息已经由有权转发该信息的第三方发布，
- c) is discovered or developed by the Receiving Party independently from the Confidential Information without a duty to observe confidentiality being breached and without the involvement of the Disclosing Party and without using any other information or knowledge obtained from the Disclosing Party, or
由接收方开发，披露方未参与，也无需使用从披露方获得的其他信息或知识，或者
- d) is to be disclosed based on mandatory statutory provisions or court order to the extent of such mandatory statutory provisions or court order as applicable.

根据强制性法定条款或法院命令在适用的强制性法定条款或法院命令范围内进行披露。

The Receiving Party bears the burden of proof for any of the exceptions to apply.

接收方对上述除外情形负举证责任。

3. The parties shall ensure by way of implementing and ensuring adequate measures (including contractual regulations) that only their respective employees and authorised third parties work-

ing on their behalf, in particular their freelance workers, contractors and service providers (hereinafter "Authorized Personnel") become aware of such Confidential Information that they need to know for the performance of their contractual obligations, in particular the construction and production of the Goods. In particular, the parties shall ensure that the Authorized Personnel shall refrain from any unauthorized use, forwarding or copying of Confidential Information. Moreover, the parties shall implement adequate measures to ensure confidentiality of the Confidential Information in order to avoid disclosure other than to the Authorized Personnel and any unauthorized receipt and use by any third party.

3.各方应通过实施和确保采取适当措施（包括合同规定），确保仅有其雇员和代表他们工作的授权第三方，特别是其自由职业者，承包商和服务提供者（以下简称“授权人员”）了解履行合同义务（尤其是商品的构造和生产）所需的此类机密信息。特别是，各方应确保授权人员不得未经授权使用，转发或复制机密信息。此外，各方应采取适当措施确保机密信息的机密性，以避免信息向授权人员以外的范围进行泄露以及被任何未经授权的第三方收录和使用。

4. The respective Disclosing Party shall retain title in all technical, distribution and other information which it made available to the Receiving Party in connection with the contractual cooperation. Once the contractual cooperation has ended all documents and reproductions shall be returned by the Receiving Party to the Disclosing Party or destroyed without undue delay on written request (also by email, fax or in other text form), with the exception of the extent of any mandatory statutory provisions or court order.

各披露方应保留其向接收方提供的与合同合作有关的所有技术、分销和其他信息的所有权。合同合作结束后，除任何强制性法律规定或法院命令的范围外，所有文件和复制品应由接收方返还给披露方，或在书面请求（也可通过电子邮件、传真或其他文本形式）时立即销毁，不得有不当延误。

5. If the parties have already entered into non-disclosure agreements, these non-disclosure agreements shall continue to apply. In case any provision of any existing non-disclosure agreements is contradictory to provisions of the Terms and Conditions of Purchase, the provisions of the non-disclosure agreements shall take precedence.

如果双方已签订保密协议，则本保密协议应继续适用。如果现有的保密协议的任何规定与本协议的规定相抵触，则以保密协议的规定为准。

6. The Receiving Party shall, without the Disclosing Party's prior written consent, refrain from observing, studying, disassembling and testing (including any attempt to do so) any Good or object received or obtained in any way by the Disclosing Party in order to, in such way, obtaining any information of the Disclosing Party being subject to the confidentiality obligation as described above, unless such Good or object has been made available to the public by the Disclosing Party or with the Disclosing Party's prior consent.

如上所述，基于接收方的保密义务，没有披露方事先书面同意的情况下，接收方不应观察，研究，拆卸和测试（包括任何尝试）以任何方式收到的或获得的披露方的任何物品或对象，用以获得披露方的任何信息。除非披露方向公众提供了此类物品与对象，或事先征得披露方的同意。

XIV. Place of performance, place of jurisdiction, applicable law 履行地，管辖和法律适用

1. The place of performance is Changshu, Jiangsu, China.
履行地点是江苏省常熟市。
2. The court of Changshu shall be agreed as the place of jurisdiction.
由本协议引起的争议由常熟市人民法院管辖。

3. This agreement is executed in both English and Chinese. If any discrepancy arises between the two versions, the English version shall prevail.

本协议以中英文两种语言写就。若两版本内容不一致，则以英文版本为准。

4. If the Supplier has its place of business in China, Chinese law shall apply exclusively.

If the Supplier does not have its place of business in China, the United Nations Convention on Contracts for the International Sales of Goods (CISG) applies even if the Supplier's place of business is not located in a state party to the CISG. In addition thereto German law applies exclusively, excluding the reference provisions of private international law.

如果供应商的经营地在中国，则适用中国法。

如果供应商的经营地不在中国，则适用联合国国际货物销售公约，即使供应商所在的经营地并不在联合国国际货物销售公约的缔约国之内。德国法作为补充，但不包括其中的内国国际私法的冲突规范。

XV. Severability clause 可分割性

If one or more provisions of these Terms and Conditions of Purchase should be or become invalid or unenforceable, this shall not affect the validity of the other provisions of these Terms and Conditions of Purchase. The same applies if these Terms and Conditions of Purchase do not contain a provision that is actually necessary. The parties shall replace the invalid or unenforceable provision with a provision which is legally valid and enforceable, which in economic terms reflects as closely as possible the essence and purpose of the invalid or unenforceable provision. Should these Terms and Conditions of Purchase be incomplete, the parties shall conclude an agreement with the content they would have agreed upon had they been aware of the omission when concluding the Terms and Conditions of Purchase.

如果本购买条款和条件中的一项或多项规定应为或变为无效或不可执行，则不应影响本采购条款和条件中其他条款的有效性。在本采购条款和条件中缺失实际必要的条款时，则同样适用。

双方应将无效或不可执行的条款替换为具有法律效力和可执行性的条款，该条款在经济上尽可能反映无效或不可执行条款的实质和目的。如果本采购条款和条件不完整，双方应在像订立采购条款和条件时就意识到遗漏的情况下一样去商订协议。

XVI. UN Convention on Contracts for the International Sale of Goods (CISG)

联合国国际货物销售公约的保留

Whenever the United Nations Convention on Contracts for the International Sales of Goods (CISG) is applied the following applies in addition to the provisions above:

当本协议适用联合国货物销售公约时，如下条款应适用：

1. Instead of subsection VIII.3 the following provision applies

对该公约 VIII.3 作出保留，变更为如下条款：

If the Goods are not in accordance with the contract, We may at our discretion demand a replacement delivery or remedying of the defects. Alternatively, We have the right to reduce the purchase price pursuant to Art. 50 CISG. Furthermore, We have the right to demand cancellation of the contract; if the breach of contract is significant We are not required to set a grace period pursuant to Art. 47 (1) CISG. If We demand remedying of the defects and it fails, We are nevertheless entitled to cancel the contract, demand a proportionate reduction in the purchase price or receive a replacement delivery. In addition to the aforementioned legal remedies We may also demand compensation. We do not lose the right to demand compensation by exercising other legal remedies.

如果交付的货物与合同约定不符，我方可酌情要求重新交货或修补缺陷。或者，我们有权根据 CISG 第 50 条降低采购价格；如果违约情节重大，我方无需根据 CISG 第 47 (1) 条设置宽限期。如果我方要求修补缺陷，但未能成功，我方仍有权解除合同，要求按比例降低采购价格，或接受替换交货。除上述法律补救措施外，我方还可能要求赔偿。我方不行使其他法律补救措施而丧失要求赔偿的权利。

2. Instead of subsection VIII.6 the following provision applies

对该公约 VIII.6 作出保留，变更为如下条款：

We shall examine the delivered Goods for quality or quantity deviations within a reasonable period. Notice of the non-conformity is on time provided the Supplier receives it within 14 days after detection, but at the latest 2 years after handover of the Goods to us. If a quality assurance agreement exists between us and the Supplier, the provisions therein on the duty to examine and notify defects shall apply and take precedence.

我方应在合理的期限内检验所交付货物的质量或数量偏差。如供应商在我方检查后的 14 天内收到不合格通知，则视为我方已及时通知，但通知时间不得晚于接受货物后 2 年以内。如果我方和供应商之间存在质量保证协议，则其中关于检查和通知缺陷的义务的规定应优先适用。