

**GENERAL TERMS AND CONDITIONS OF PURCHASE ("GTCP")**  
**总则及成交条件 (以下简称 "GTCP")****1- Acceptance 接受订单**

Any accepted order, or any order which is being executed, has to comply with the following GTCP which takes precedence over any non-accepted clauses (and more especially the supplier general terms and conditions of purchase), unless special accepted written dispensation.

除有书面许可的情况下, 任何订单的接受或执行都应遵循 GTCP 的规定, 其效力高于一切不接受条款 (尤其是高于供应商的总则及成交条件)。

**2- Definition of supply 供货的定义**

The Supply and potential service linked to it will be detailed in the order especially in the technical documents related to the order. Should supplier's omission alter the supplied product (hereinafter referred to as the "Supply"), the supplier would take them into consideration and conduct the required modifications, after having informed ExperBuy. Except for the case of detail modifications described above, the supplier is not allowed to make any substantial modification to the Supply without ExperBuy preliminary agreement. This substantial modification is understood as any change to the content of the Supply that would change the nature of the Supply as agreed by the Parties. In general, the Supply has to be delivered and conducted with care in agreement with the order, the rules of art and professional uses.

供货和与其有关的潜在服务都应当详细记录在订单中, 尤其应当记录在与订单相关的技术文件中。如果供应商供应行为与上述文件中规定内容不一致, 在已经通知 ExperBuy 后, 其应当考虑该因素并做出相应改变。除上述变更情形外, 一般来说, 在未得到 ExperBuy 的初步同意外, 供应商不得对供应做出任何实质性更改, 供应行为应当根据协议规定的订单、工艺要求和专业用途来送达和执行。实质性修改是指供应商实施的任何使双方约定供货性质发生改变的行为。

**3-Price 价格**

Unless any contrary stipulation is accepted in writing, the prices are fixed and firm and are DDP or RDA.

除有相反的书面决议被接受, 货物价格固定以 DDP 或 RDA 确定。

**4- Acceptance of delivery. 接受交货**

The supplier will accept with acknowledgement of receipt within a maximum of 8 days by notifying in written its acceptance. If the acceptance of delivery of the order or the supplier acceptances are not sent to ExperBuy within the period of time named above, the order will be considered as accepted.

在至多 8 日内, 供应商应当书面通知其是否接受订单的决定。如果接受订单交货, 但是供应商未在上述期限内将其接受的通知发送至 ExperBuy, 则订单被视为接受。

**5- Industrial property 工业产权**

The supplier ensures ExperBuy against any claim or action from any holder or licensed of any intellectual and industrial property rights during the completion of the order. The supplier must imperatively reimburse any damages on ExperBuy behalf, as well as all expenses of all kinds at ExperBuy charge related to such claim. Besides, ExperBuy reserves the right to claim from the supplier different damages due to the prejudices undergone.

供应商确认知晓在订单履行的过程中, ExperBuy 反对任何知识产权或工业产权所有者或被许可人提出赔偿要求。供应商必须代表 ExperBuy 赔偿由此产生的任何损失、支出、和 ExperBuy 需要支付的所有费用。

**6- Right of access 出入权**

ExperBuy personnel as well as, when necessary, the members of classification organisms in charge to deliver quality certification and/or representatives of ExperBuy final client have, in any circumstances, may be granted free access to the supplier and its subcontractors' workshops, as well as, to the site where the Supply is produced.

必要时, ExperBuy 负责运输货物质量认证的相关人员和评级机构成员和/或 ExperBuy 中级客户代表在任何情形下, 被授权自由出入供应商和其分包商的工作地点或产品生产地。

**7- Deadlines 期限**

The deadline for producing or delivering the Supply mentioned in the order and accepted by the supplier is firm and imperative. Unless in the case of a valid exemption (force majeure) the supplier has to strictly respect these deadlines. When not respected, the supplier undergoes the application of the conditions in the Article 17 hereafter.

供应商接受生产和送达订单中规定的供应产品确定并迫切的期限要求。除得到书面豁免同意 (不可抗力发生时) 外, 供应商应当严格遵循期限要求。如果供应商违反规定, 则使用以下第 17 条规定的内容。

**8- Payment 支付**

ExperBuy shall pay the supplier using a sixty bill of exchange after the end of the month of the delivery date through bank transfer unless express and preliminarily reported.

除通过快递或记账的方式外, 将会在交货当月月末通过银行转账的形式汇出 60 日有效期的汇票。

**13- Warranty 保证**

From the date of delivery and for a period of 36 months, the supplier must expressly guarantee, including parts and labour, the whole or part of the Supply which would not be in conformity with the legal requirements or which has some defects no matter at which stage of its conception, realization, or assembly. This obligation of guarantee of the supplier is absolute and cannot be reduced whatever the reason. The supplier will thus have to replace the whole or part of the Supply which would turn out to be defective as soon as possible. The related transportation expenses and the expenses related to travelling guarantee of in relation with warranty matter are chargeable to the supplier. The supplier also grants a warranty of 36 months on the exchanges and repair works.

自交货之日起 36 个月内, 供应商保证对包括部分或劳动成果、全部或部分货物、无论在任何阶段的设想、实际操作或组装不符合法律规定或瑕疵承担责任。无论如何, 供应商保证的义务都绝对不能被免除。如果货物有瑕疵, 则供应商应当需要尽快替换全部或部分瑕疵货物。由此产生的交通费用和运输瑕疵产品的费用都由供应商承担。供应商同时作出在交付货物 36 个月内有更换或修护货物的保证。

**14-Entrusted Property 信托财产**

Any property provided to the supplier for the fulfillment of our order is Entrusted Property and is considered on loan to the supplier.任何财产委托到订单对应的供应商都是信托财产并且应认定为租借给供应商。

The Entrusted Property shall remain our property, or that of our end customer or other party who entrusted it to us. The Entrusted Property should be identified as such and stored to avoid confusion with the goods of the supplier or third parties. Any modification or destruction of Entrusted Property shall be subject to our prior written consent.信托财产所有权仍然归属于我方, 或者委托给我们的最终用户或第三方。信托财产必须按此规则判定并储存, 以避免与供应商或第三方的所持有产品产生混淆。任何对信托财产的修改或者取消行为都应该首先跟我们书面确认。

The supplier agrees to return the Entrusted Property compliant and in good condition upon our first request 供应商依据我们的最初要求同意将信托财产返还给我方, 并保持其良好状态。

The supplier shall ensure the monitoring of Entrusted Property and take all adequate safeguards against theft or damage of any kind whatsoever. In case of direct or indirect infringement by any person with Entrusted Property, the supplier shall immediately notify us in writing, take all measures to defend the rights of the owner of Entrusted Property and terminate such infringement. In the event that the supplier has a lien under any applicable law or regulation, the supplier expressly waives the right of retention.供应商需要看管信托财产, 采用一切安全手段保证其不会遭到盗窃或者任何毁坏。一旦有人进行直接或者间接的侵犯, 供应商应当立即书面通知我方, 采取一切办法保护信托财产所有者的权益并且终止这种侵权行为。如果供应商有任何适用法律或法规下的留置权, 供应商对所有的保留权明确表示放弃。

**15- Hidden defects 隐藏性瑕疵**

The supplier shall guaranty ExperBuy that product is delivered without hidden defects. In case of defect article 13 applies without limitation in duration.

供应商向 ExperBuy 保证其交付的货物没有隐藏性瑕疵。如发生货物有隐藏性瑕疵, 则供应商责任适用上述第 13 挑规定, 且无时间限制。

**16- Confidentiality 保密**

The documents, models or tools given by ExperBuy to the supplier remain ExperBuy's property and must be returned upon simple request or at the latest when completing the order. The supplier is not entitled to keep any copy of the aforesaid materials.

ExperBuy 保留其交付给供应商的所有资料、模型或工具的所有权, 同时供应商最晚于订单履行完毕是返还给 ExperBuy。对上述材料, 供应商不得享有复制权。

**17- Technical clauses 技术条款**

The Supply shall be accompanied by a certificate of conformity (NFL00015). The articles of measurement shall be accompanied by their calibration paper. The products subjected to lapsing shall be delivered with a minimum of 80% of potential life duration.

**18- Cancellation 取消**

In case the supplier does not respect any of the order conditions or the present GTCP, ExperBuy reserves the right, after sending a written notification remaining ineffective for 3 days from the date of the notification, to cancel the order. In that case, ExperBuy shall stop at once any payment to the supplier, related to the cancelled order. Besides, ExperBuy reserves the right to file any action which ExperBuy shall consider necessary to protect ExperBuy rights and the pertaining compensation of damage so undergone. The cancellation of the order will be automatic and by rights in the following cases: renunciation or unjustified stop of the execution of the Supply, if the supplier exceeds the maximum penalties for late execution / delivery.

如果供应商没有遵守订单条款、总则和成交条件, ExperBuy 有权自发出书面通知的 3 日起取消订单。在此条件下, ExperBuy 一次性付清被取消订单的相关款项至供应商。此外, ExperBuy 有权起诉至法院保护其自身利益并申请赔偿由此产生的相应损失。

**19- Penalties 罚款**

When the deadlines of execution and/or delivery are not respected or are exceeded because of the supplier, the supplier incurs the application of penalties calculated as follows: after a deductible of 48 hours of delay and then of an additional 24 hours, a

**9- Shipping – Handling 航运-相关处理方式**

The delivery and/or the shipping of the Supply will be made on the date and in the place stipulated in the order and according to the modalities determined by Incoterms. In the absence of incoterm modalities expressly mentioned on the order the transfer of property and risks relative to the goods intervenes on the date of reception of the whole order. In general, when packaging is applied will be insured by the supplier, this packaging will have to correspond to the standards and the manners in operation and insure an adequate protection of the Supply. ExperBuy reserves the right to return any delivery arriving more than ten days in advance from the expected date or to accept the invoice from delivery date planned, as well as to refuse the superfluous Supply which was not the object of a preliminary agreement. The supplier commits to protect ExperBuy against any event likely to entail a delay in delivery with regard to the deadline stipulated in the order. The supplier makes a commitment to implement, at his expenses, any means allowing it to provide the Supply without delay. Express shipping can be required at the expense of the supplier. The supplier cannot take advantage of the fact that the payment of an invoice has been made or not to make opposition to the claims of qualities or quantities specified on ExperBuy order.

货物装船应当根据订单规定的时间、地点和国际贸易术语的相关解释完成。若订单缺乏对国际贸易术语的规定那个，则运输货物和风险自订单完全接受之日起产生。总体来讲，供应商应当保证包装的安全。货物包装应当符合相关标准和方式以便给予货物足够的保护。对于提前约定日期超过 10 日到达的货物，ExperBuy 保留拒绝接受货物或接受约定之日发票的权利，同时其可以拒绝初始协议规定外多余的货物。为保护 ExperBuy 的利益，供应商在此承诺不会发生未根据订单要求的期限后延迟交付货物。供应商承诺承担一切履行该项义务的支出确保不会发生延迟交付。供应商不得利用 ExperBuy 的信息和支付或未支付的款项获利，不得因订单中规定货物的质量或数量向 ExperBuy 提出赔偿。

**10- Cancellation of the order 订单取消**

The supplier acquaints with the particular situation of ExperBuy company placing order at the supplier, to supply its own customers with the required supplies. Consequently, the supplier accepts and gives ExperBuy the right to cancel the order and the delivery of products involved in any cancelled order, the original purchase contract between ExperBuy and its customers being terminated, without compensation on both sides, this exclusively in case ExperBuy would see itself forced to accept from its own customer the cancellation of the order initially sent to ExperBuy, this cancellation of the initial order by the customer to ExperBuy, being considered then contractually in connections between ExperBuy and the supplier, as a case of absolute necessity.

供应商熟悉 ExperBuy 的特殊情况和其消费者的要求。因此，供应商接受并给于 ExperBuy 取消订单和交付货物的权利，如果 ExperBuy 与自身客户之间的购买合同终止，双方都无须赔偿，但 ExperBuy 能够预见其与客户之间合同会被取消的除外，如果 ExperBuy 与客户之间的合同被取消，则是与 ExperBuy 和供应商之间有着绝对必要的联系。

**11- Notes – Manuals 工作须知-手册**

When, within the framework of the order, it is mandatory for the supplier to establish notes and manuals, those must be delivered at the same time as the delivery of the Supply.

在订单范围内的工作，供应商应当制定工作须知和手册连同货物一起送达。

**12- Quality Control Approval Certificates 质量控制许可证书**

The supplier will have to provide a copy of its authorisations, the approval of the sold components, and the certificate of approval. The supplier makes a commitment to give every component full specifications. The supplier makes a commitment to respect the standards such as ROHS, REACH AFNOR, CCT, UTE, AIR, etc. The supplier makes a commitment to send on simple request of ExperBuy any document concerning the goods' quality approval and authentications which includes but is not limited to certificate of origin, certificate of correspondence, matter certificate, quality control, correspondence to the standards, the documents related to customs clearance, etc. Besides, any product delivered to ExperBuy which is not in accordance with the order will be systematically returned, without requiring some prior authorization from the supplier; this return will be made at the expense of the supplier and the corresponding amount will be deducted from the invoice. No complaint and no compensation can be requested by the supplier, since its merchandise will be returned to it.

供应商应当提供各种授权书、零部件销售批准证书和其他相关批准证书的复印件。供应商承诺所有零部件都符合规格。供应商承诺遵照 ROHS、REACH AFNOR、CCT、UTE、AIR 等的相关标准。供应商承诺满足 ExperBuy 的要求，提供与货物质量相关的资料，包括但不限于：原产地证书、系列证书、原料物质证明、质量控制、系列标准和有关报关资料等。此外，如果供应商未能按照订单的要求交付货物，则 EXPERBUY 有权未经许可的情况下退回货物，退回货物产生的支出由供应商承担，在相关款项中抵扣。由于货物已被退回，供应商不得投诉或要求赔偿。

penalty of equal to 1% of the price before tax of the supply. These penalties are accrued but are expressly limited to 10 % of the price before tax of the supply. Beyond this 10 % limit, provisions of the article 17 above apply by rights. By no means shall penalties be considered as damages.

如果由于供应商的原因致使订单履行超过最后期限，则对其实施的罚款计算方式如下：延迟 48 小时后继续延迟的 24 小时，只限货物税前价值的 1%。罚款最多至货物税前总价的 10%。如果罚款超过 10%的比例，则适用上述 17 条规定内容。罚款不被视为损害赔偿。

**20- Responsibility – Insurance 责任-保险**

The supplier is responsible for any damages caused to the delivered Supply. The responsibility of the supplier is expressly extended to the damages possibly caused to a third party because of the execution of the order. By no means can ExperBuy be considered as responsible of any direct or indirect damage to the ordered or to the order's execution. The supplier makes a commitment to guarantee ExperBuy against any complaint or action in damages in connection with the order or its execution. The supplier is in charge of taking out any necessary insurance policy to cover the order and in particular to protect it-self against the risks related to the Supply. In case of total or partial loss of the supply, when this one is at the supplier risks, ExperBuy shall have the possibility to: (i) either to cancel the order and to get any sums related to the specific order paid reimbursed; (ii) or to allow the supplier to finish the order at its expenses and risk.

供应商对于运输货物产生的损失承担责任。其赔偿责任包括由于此订单执行影响的第三人。不得认定 ExperBuy 对于由于订单执行产生的损失存在直接或间接的责任。供应商在此承诺不会因为履行本订单而向 ExperBuy 提出任何投诉或作出行为要求赔偿。供应商负责承担保险事务确保订单货物已投保并保护自身遭遇风险。如果货物发生了全部或部分损失，都由供应商承担，ExperBuy 有如下选择：（1）取消订单或取得赔偿；（2）或者允许供应商继续完成订单义务，费用和 risk 由供应商承担。

**21- Settlement of disputes – Governing law 争议结局—适用法律**

All conflicts or disputes arising out of the contract shall be submitted to the tribunal of the site of ExperBuy.

由此合同产生的任何争议都应在 ExperBuy 分公司所在地提起诉讼。

**22- Other 其它**

The supplier must ensure that it does not discriminate against its employees, partners, customers, stakeholders, members and/or any party with which it is in contact. 供应商必须确保不会歧视员工，合作伙伴，客户，利益相关者，成员和/或任何一方与它接触的相关人员。