

# International Purchasing Terms and Conditions of the Vorwerk Group

## 福维克集团国际采购条款和条件

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### I. Scope 范围

1) The following Purchasing Terms and Conditions apply exclusively for all orders issued by companies of the Vorwerk Group. These Purchasing Terms and Conditions apply only if the seller is a legal persons, or an unincorporated organizations. These Purchasing Terms and Conditions apply in particular to contracts for the sale and/or delivery of moveable property (hereinafter, also the “Goods”), irrespective of whether the seller manufactures the Goods itself or procures them from suppliers. These Purchasing Terms and Conditions apply in their current version as a framework agreement also to future contracts for the sale and/or delivery of moveable property with the same seller, without Vorwerk needing to make reference to them again in each individual case. Vorwerk will give the seller prompt notice in the event of changes to these Purchasing Terms and Conditions.

以下采购条款和条件仅适用于福维克集团的下属公司下达的订单。本采购条款和条件仅适用于卖方为法人或非法人组织。本采购条款和条件尤其适用于动产（以下简称“货物”）销售和/或交付合同，无论卖方是自行制造货物还是从供应商处采购货物。本采购条款和条件的当前版本（作为框架协议）适用于日后与同一卖方签订的动产销售和/或交付合同，福维克无需在每种情况下再次提及这些条款和条件。如果本采购条款和条件发生变化，福维克将立即通知卖方。

2) Neither party shall modify these terms and conditions of Purchase unless agreed in writing by both parties. .

除非双方达成书面协议，否则，任意一方不得变更本采购条款和条件。。

3) Acceptance of delivery does not constitute acknowledgement of contrary terms and conditions of sale even where Vorwerk does not expressly object at the time of acceptance. The same applies to payment of the delivery without reservation. These Purchasing Terms and Conditions are deemed accepted with confirmation or execution of the order by the seller, even where the seller makes reference to its terms and conditions of sale in connection with confirmation or execution.

即便福维克在收货时没有明确反对其他销售条款和条件，也不表示福维克对此类其他销售条款和条件的承认。该规定同样适用于货款的支付。卖方确认或执行订单，即被视为接受本采购条款和条件，即使卖方在确认或执行订单时提及其销售条款和条件。

4) Derogations from the following Purchasing Terms and Conditions require the express written consent of Vorwerk. They are applicable only to those transactions for which they are agreed to. They do not apply to contracts concluded in the past, even where these may not yet have been fully performed. They apply to future transactions only if they are of an unchanged nature.

对以下采购条款和条件的删减需要得到福维克的明确书面同意。这种删减仅适用于双方同意删减采购条款和交易的交易。它们不适用于过去签订的合同，即使这些合同可能尚未履行完毕。只有在性质不变的情况下，它们才适用于日后的交易。

5) Legally relevant declarations and notices that the seller is required to provide to Vorwerk after contract conclusion (e.g. setting of deadlines, warnings, notice of termination) must be made in writing in order to be effective.

卖方需要在签订合同后向福维克提供的与法律相关的声明和通知（例如，截止日期的确定、警告、终止通知）必须以书面形式作出才具有效力。

## **II. Offer and conclusion of contract 要约与合同的订立**

1) Orders by Vorwerk are effective only if they are issued in writing or through an ordering system used by Vorwerk. The order number generated by Vorwerk is to be indicated on the invoice for the order. If a verbal order by Vorwerk should be necessary in a given case, this first becomes effective following written confirmation by Vorwerk. Therefore, Vorwerk's order is considered binding, at the earliest, with the submission of the written confirmation. If the order, including the order documentation, contains obvious mistakes (e.g. writing or calculation errors) or is incomplete, the seller must point this out to Vorwerk prior to acceptance so as to enable Vorwerk to correct the mistakes or supplement the order. Otherwise, the contract is deemed not concluded.

1) 福维克的订单只有采用书面形式或通过福维克使用的订购系统下达时才有效。福维克将会在订单发票上注明其订单号。福维克在特定情况下发出的口头订单，经福维克书面确认后方可生效。因此，福维克的订单最早在提交书面确认后被视为具有约束力。如果订单（包括订单文件）包含明显错误（例如书写或计算错误）或不完整，卖方必须在接受订单前向福维克指出这些错误，以便福维克纠正错误或补充订单。否则，相关合同将被视为未订立。

2) Promptly following receipt of the order, the seller must either issue an order confirmation or execute the order without reservation, particularly by sending the Goods (acceptance). Vorwerk is entitled to cancel its order without being billed for any costs for this if the seller fails to accept the order within two weeks of receipt. Untimely acceptance is considered to be a new offer and requires acceptance by Vorwerk.

2) 在收到订单后，卖方必须立即发出订单确认函或无条件地执行订单（尤其是发送货物）（接受订单）。如果卖方未能在收到订单后两周内接受订单，则福维克有权取消订单，且

无需为此支付任何费用。如果卖方接受订单的时间并非双方约定的期限，则这将被视为新的要约，需要取得福维克的认可。

3) If the seller is unable or unwilling to execute the order as placed by Vorwerk, then irrespective of the arrangement in Section I of these Purchasing Terms and Conditions, it must ensure that the order confirmation clearly identifies such deviations. Vorwerk is bound by the deviations only to the extent that it approved them in writing. In all other respects, deviating order confirmations are as a rule objected to insofar as they deviate from the order. The correspondence associated with the order is to be directed exclusively to the responsible purchasing department separately for each individual order, indicating the order number and/or other identifiers.

3) 如果卖方无法或不愿意执行福维克下达的订单，则无论本采购条款和条件第一条中做出何种安排，卖方必须确保订单确认函清楚地指明此类偏差。这些偏差内容经福维克书面批准后才会对福维克产生约束力。在所有其他方面，福维克通常会反对这种偏差。与每一订单相关的信函应单独发送给主管采购部门，并注明订单号和/或其他标识符。

### **III. Delivery and transfer of title**

#### **三、交付和所有权的转移**

1) The delivery time indicated by Vorwerk in the order is binding, even where it is not expressly designated as “binding”. Controlling for compliance with delivery deadlines is receipt of the Goods by Vorwerk or by the receiving office specified by Vorwerk. If circumstances arise or become evident that tend to indicate that the agreed delivery time cannot be complied with, the seller must give Vorwerk prompt written notice thereof, including the reasons and expected duration. Acceptance by Vorwerk of an untimely delivery without reservation does not release the seller from Vorwerk’s rights based on untimely delivery.

1) 福维克在订单中指明的交付时间（即便未明确指明“具有约束力”）具有约束力。按照福维克或其指定的收货处收到货物的时间确定是否符合交付期限。如果出现卖方无法按照约定交付时间交付货物的情况或很明显可能会出现这种情况，则卖方必须及时向福维克发出书面通知，通知中须指明出现上述情况的原因及其预计持续时间。福维克接受卖方未按时交付的货物，并不意味着福维克放弃其在这种情况下可享有的权利。

2) Agreed delivery deadlines are extended appropriately if the seller is prevented from fulfilling its obligations as a result of force majeure. If delivery in such case is delayed by more than four weeks, Vorwerk is entitled to terminate the contract, either in whole or in part.

2) 如果卖方因不可抗力而无法履行其义务，则约定的交付期限应当顺延。如果在这种情况下交付延迟时间超过四周，则福维克有权终止全部或部分合同。

3) If the seller is in default in the delivery of the Goods, Vorwerk is entitled at its discretion - irrespective of the rights in subsection 4 - to demand, in lieu of performance, delivery and compensation of damages for delayed delivery or - after setting a reasonable grace period or normally at most three weeks, unless this can be dispensed with in accordance with statutory provisions - compensation of damages or in the alternative, reimbursement of expenses or to terminate the contract.

3) 如果卖方未能按时交货，则福维克可酌情决定（不考虑第 4 款中的权利）要求卖方在合理的宽限期或通常不超过三周的期限内交货并赔偿延期交付给福维克造成的损失（除非可根据法律规定予以豁免），或要求卖方以其他方式对福维克产生的费用进行补偿，福维克也可终止合同。

4) In the case of culpable default by the seller, Vorwerk is entitled, without setting a grace period and irrespective of more extensive claims for compensation of damages, to demand a contractual penalty of 0.5% of the order value per each commenced week. In the alternative, Vorwerk is entitled, following expiry of a reasonable grace period set by Vorwerk, to have the performance not yet provided by the seller carried out by a third party as the expense of the seller. Vorwerk is entitled to demand the contractual penalty of 0.5% of the order value per each commenced week in addition to performance and as the minimum amount of compensation of damages owed by the seller in accordance with statutory provisions. The assertion of more extensive damage remains reserved. In particular, Vorwerk is entitled, after expiry of a reasonable grace period to no effect, to demand compensation of damages in lieu of performance, with the compensation of damages to be set off against it.

4) 在卖方违约的情况下，福维克有权在不设定宽限期的情况下（不考虑更广泛的损害赔偿要求），要求卖方每周向福维克支付相当于订单总额 0.5% 的合同违约金。在另一种情况下，福维克有权在其设定的合理宽限期到期后，由第三方履行卖方尚未履行的义务，由此产生的费用由卖方承担。除了要求卖方履约外，福维克还有权要求卖方支付合同违约金以及法律规定的最低损害赔偿金。福维克保留要求卖方支付更多赔偿的权利。特别是，在合理的宽限期到期后，福维克有权要求卖方以支付损害赔偿金（按照统一费率确定）的方式代替履行义务。

5) Title to the Goods must be conveyed to Vorwerk unconditionally and irrespective of payment of the purchase price. However, if in a given case Vorwerk accepts an offer in writing of the seller to convey title that is contingent on payment of the purchase price, the seller's retention of title expires, at the latest, with payment of the purchase price of the delivered Goods. Vorwerk remains empowered to resell the Goods in the ordinary course of business even prior to payment of the purchase price, subject to advance assignment of the claim resulting from this. As a result, all other forms of retention of title

are in any event excluded, particularly extended retention of title, transferred retention of title, and retention of title expanded to include processing.

5) 货物所有权必须无条件转移给福维克（无论是否已支付货款）。但是，在特定情况下，如果福维克书面同意按照卖方的提议在福维克支付货款后将所有权转移给福维克，则卖方拥有的所有权最迟于福维克支付货款后转移给福维克。福维克有权在正常业务过程中转售货物（即使尚未支付货款），但需提前转让由此产生的债权。因此，在任何情况下，所有其他形式的所有权保留都被排除在外，特别是延长所有权保留、转让所有权保留和扩大到包括处理的所有权保留。

6) The seller is entitled to make partial deliveries only on the basis of special written agreement.

6) 卖方有权在经双方特殊书面约定后进行部分交付。

7) Vorwerk is entitled to draw down ordered amounts in partial amounts up to four weeks prior to a delivery date for same. Vorwerk may specify a later date for the delivery of the remaining delivery amount that was not drawn down in part on the original delivery date. In the case of partial draw-downs, the seller's concerns are to be taken appropriately into consideration.

7) 福维克有权在交付日期前分批提货。福维克可在原定交付日日期后提取剩余的货物。在分批提货的情况下，应当适当考虑卖方的担忧。

8) The weights, piece numbers, and dimensions ascertained during the incoming goods inspection at Vorwerk are controlling for Vorwerk for the purposes of invoice settlement.

8) 福维克进货检验期间确定的重量、数量和尺寸需要进行控制，以便于进行发票结算。

9) Reservations by the seller concerning the failure of its suppliers to honour their obligations are excluded.

9) 卖方的交付义务不能因其供应商未能履行义务而被免除。

10) The seller must give Vorwerk notice of any changes to the nature of the composition of the processed material or to the design execution compared with similar earlier deliveries and services prior to the start of production or - to the extent that the seller is not the producer - promptly after becoming aware of such changes. They require the written approval of Vorwerk. Vorwerk is not obligated to inspect deliveries and services for similarity following receipt.

10) 如果卖方（在卖方不是生产商的情况下）在开始生产前了解到加工材料的成分性质或设计（与以前的交付和服务相比）发生任何变更，则其应及时以书面形式通知福维克。上述变更须取得福维克的书面批准。福维克没有义务在收货后检查货物和服务的相似性。

## IV. Shipment, transfer of risk and inspection and acceptance

### 四、装运、风险转移、检验验收

1) Unless agreed otherwise, deliveries are made at the cost of the seller to the shipping address indicated in the order and free of all expenses (including the costs for loading, unloading, packaging, and return of empty packaging, as well as including any customs duties incurred). If the destination is not indicated, delivery is to be made to Vorwerk's place of business in Qingpu District of Shanghai, unless agreed otherwise. The respective destination is also the place of performance.

1) 除非双方另有约定，否则，卖方应自费将货物交付至订单中指定的装运地址，且承担相关的所有费用（包括同装载、卸载、包装和空包装返还有关的费用，以及产生的任何关税）。如果未注明目的地，则卖方应将货物交付至福维克上海市青浦区的营业地，除非双方另有约定。指定目的地也是履约地点。

2) The Goods must be packed professionally and in a manner suitable for the product so as to rule out any damage, soiling, or changes during transport. If Vorwerk approves the packaging, this does not release the seller from its responsibility for ensuring proper transport. Where so requested by Vorwerk, packaging material is to be taken back by the seller.

2) 卖方必须通过适用于产品的方式对货物进行专业包装，以避免货物在运输过程中出现任何损坏、脏污或变化。即便福维克已对包装做出批准，卖方确保适当运输的责任也不能被免除。如果福维克要求卖方收回包装材料，则卖方应照做。

3) Delivery is to be accompanied by a delivery note listing the date (issuance and shipment), content of the delivery (item numbers and pieces), and the Vorwerk order identifier (date and number), unless the parties agree otherwise in a given case.

3) 除非双方在特定情况下另有约定，否则，交付时应随附一份送货单，指明（签发和装运）日期、交付内容（物品编号和件数）以及福维克订单标识（日期和编号）。

If the delivery note is missing or incomplete, Vorwerk is not responsible for any delays in processing and payment that this may cause. Apart from the delivery note, Vorwerk is to be sent a corresponding notice of shipment with the same content. Unless agreed otherwise, the seller must issue one copy of notices of shipments and delivery notes and two copies of invoices and submit same in a timely manner.

在送货单缺失或不完整的情况下，福维克不对由此造成的任何处理和付款延迟负责。除了交货单之外，卖方还应向福维克发送一份具有相同内容的装运通知。除非双方另有约定，否则，卖方必须出具一份装运通知和交货通知副本以及两份发票副本，并及时提交给福维克。

4) Deliveries may be made only at the times, to the locations, and in the scope specified by Vorwerk. Divergent deliveries are to the detriment of the seller and do not establish any default in delivery acceptance on the part of Vorwerk.

4) 交付时间、地点和范围只能由福维克指定。交付方面的差异应由卖方承担责任，不构成福维克在交货验收方面的违约。

5) Delivery acceptance or, as the case may be, inspection and acceptance, including by third parties engaged by Vorwerk, takes place in every instance under reservation of all rights, particularly those for defective or untimely delivery. If delivery acceptance or, as the case may be, inspection and acceptance, is prevented or made considerably more difficult due to circumstances beyond the control of Vorwerk, Vorwerk is entitled to postpone delivery acceptance or, as the case may be, inspection and acceptance, for the duration of such circumstances. If this happens for a period of more than four weeks, the seller is entitled to terminate the contract. More extensive claims of the seller are excluded.

5) 交货验收或（视情况而定）检查和验收（包括由福维克雇佣的第三方进行的检查和验收），在任何情况下都将在福维克保留所有权利（尤其是在存在缺陷货物或交付延迟的情况下保留的权利）的情况下进行。如果交货验收或（视情况而定）检查和验收因超出福维克控制能力的情况而无法进行或相当困难，则福维克有权按照此类情况的存续时间相应推迟交货验收或（视情况而定）检查和验收。如果这种情况持续超过四周，则卖方有权终止合同。除此之外，卖方不能提出其他的索赔和权利。

6) The risk of accidental loss or accidental deterioration of the Goods passes to Vorwerk upon handover after acceptance of the Goods. If an inspection and acceptance procedure has been agreed upon, this is controlling for the transfer of risk. In all other respects as well, the statutory provisions of the law of contracts to produce a work apply mutatis mutandis in the case of an inspection and acceptance procedure. It is equivalent to handover or delivery acceptance if Vorwerk is in default in delivery acceptance.

6) 货物的风险责任将在货物验收合格后转移给福维克。如果双方已商定检查和验收程序，则风险的转移以此为准。在所有其他方面，在已商定检查和验收程序的情况下，合同法中的法定条款可参照适用于作品的制作。如果福维克在交货验收过程中违约，则其相当于移交或交货验收。

7) Irrespective of the arrangements in subsection 6, statutory provisions are determinative for whether Vorwerk is in default in delivery acceptance. However, the seller must also expressly offer Vorwerk its performance if a specific or specifiable calendar time has been agreed upon for an action or contribution by Vorwerk (e.g. supplying of material). If Vorwerk is in default in delivery acceptance, the seller may, in accordance with statutory provisions, demand reimbursement of its added expenses. If the contract concerns non-fungible items to be manufactured by the seller (one-off production), the seller is entitled to more extensive rights only if Vorwerk is obligated to cooperate and is responsible for the failure to do so.

7) 无论第 6 款中做出了何种安排，确定福维克在交货验收过程中是否存在违约行为时应以法律规定为准。但是，如果双方已就福维克的行动或贡献（如供应材料）商定了具体的或可指定的日历时间，则卖方还必须明确向福维克履约。如果福维克在交货验收过程中违约，则卖方可根据法律规定要求福维克赔偿卖方产生的额外费用。如果合同涉及卖方制造的不可替代物品（一次性生产），那么，在福维克有义务配合并对此负责的情况下，卖方有权享有更广泛的权利。

8) Events of force majeure and other serious events that substantially impede or delay delivery acceptance or make it impossible and for which Vorwerk is not responsible entitle Vorwerk to postpone acceptance of the Goods for the duration of the impediment and a reasonable ramp-up time or to terminate the contract in whole or in part, provided that delivery acceptance is no longer commercially reasonable. Claims of the supplier to delivery, termination, or compensation of damages are then excluded.

8) 在发生不可抗力事件或严重阻碍或延迟交货验收或使交货验收无法进行的、并非福维克方面的原因造成的其他重大事件的情况下，福维克有权对货物验收进行顺延或终止全部或部分合同（在交货验收不具备商业合理性的情况下）。在这种情况下，卖方无权提出交付、终止或损害赔偿索赔。

## **V. Prices, payments**

### **五、价格和付款**

1) All agreed prices are fixed prices for the entire period of contractual performance and exclude ancillary claims of any nature The seller must refrain from setting prices and terms for Vorwerk that are less favourable than those for other customers who are supplied under the same terms

1) 所有约定价格在整个履约期内均为固定价格，不包括任何性质的辅助索赔。卖方向福维克设定的价格和条款，应当不次于其在同等条件下针对其他客户设定的价格和条款。

2) Absent a written agreement to the contrary, the price includes all of the seller's services and ancillary services; freight, transport and, if applicable, customs duties to the delivery address specified by Vorwerk; transport insurance; and proper packaging

2) 如果除非双方另有其他书面约定，否则，价格应包括卖方的所有服务和辅助服务、到福维克指定交付地址的运费、运输费和（如适用）关税以及运输保险和适当的包装。

3) Payments are made in accordance with Vorwerk's order letter. If the order letter does not contain an arrangement, and unless agreed otherwise, payment is made following receipt of a proper invoice using means of payment chosen by Vorwerk within 14 days, calculated from proper delivery and invoice receipt, with a 3% discount for prompt



payment, or within 30 days following proper delivery and receipt of a verifiable invoice, net.

3) 付款按照福维克的订购函进行。如果订购函中未做出安排，那么，除非双方另有约定，否则，福维克应在收到相关发票后的 14 天（自完成交付且福维克收到发票后开始计算）内按照其选择的付款方式支付货款，且可在及时付款的情况下享受 3% 的折扣；或者，在完成交付且福维克收到可核证发票后的 30 天内支付货款，在这种情况下，须按净额支付。

4) If the seller is required to provide testing samples, testing records, quality documents, or other documentation, the completeness of the delivery and service also presupposes receipt of these documents and materials. Discounts for prompt payment are also permissible if Vorwerk sets off or if it withholds payments in a reasonable amount due to defects. The payment period begins after complete elimination of the defects.

4) 如果福维克要求卖方提供测试样品、测试记录、质量文件或其他文件，则交付和服务的完成以收到这些文件和材料为前提。在福维克通过抵扣付款或因缺陷而扣留合理付款金额的情况下，福维克也可以及时付款为由享受折扣。付款期应在缺陷完全消除后开始计算。

5) In the case of bank transfer, payment is made in a timely manner if the transfer order is received by the bank prior to expiry of the payment period. Vorwerk is not responsible for delays by the banks involved in the payment process.

5) 在福维克以银行转账方式付款的情况下，如果银行在付款期限到期之前收到转账单，则福维克即被视为及时付款。福维克不对参与付款流程的银行的延迟负责。

6) Vorwerk does not owe any interest on arrears. Statutory provisions are determinative for whether Vorwerk is in default, whereby in possible derogation from this, a written payment reminder by the seller is required in every instance.

6) 福维克不承担任何应付欠款的利息。确定福维克是否违约时以法律规定为准，因此，在福维克可能违约的情况下，卖方在任何情况下都需要发送书面催款单。

7) Where so requested by Vorwerk, the seller must secure any advance payments made by Vorwerk by furnishing a down payment guaranty.

7) 如果福维克要求针对福维克支付的预付款出具首付款保证书，则卖方须照做。

8) Vorwerk is entitled to rights of set-off and retention, as well as to the defence of unperformed contract, to the statutory extent. In particular, Vorwerk is entitled to withhold due and owing payments for as long as Vorwerk has open claims against the seller for incomplete or defective performance.

8) 福维克有权在法定范围内享有抵销权和保留权，且有权针对卖方不履行合同的行为进行辩护。特别是，福维克有权在其公开声称卖方未完全履约或卖方的履约存在缺陷的情况下扣留到期应付款项。

9) The seller has a right of set-off or retention only for counterclaims that are uncontested or that have been reduced to an enforceable judgment.

9) 卖方仅对无异议或已被诉诸可执行判决的反诉享有抵销权或保留权。

## **VI. Liability for defects**

### **六、缺陷责任**

1) Unless agreed otherwise, statutory provisions apply to Vorwerk's rights in the event of legal or material defects in the Goods (including wrong delivery, under-delivery, improper installation, and defective installation or operating instructions) and in the event of other breaches of duty by the seller.

1) 除非双方另有约定，否则，在货物出现法定或重大缺陷（包括错误交付、交货量不足、安装不当、安装或操作说明有缺陷）以及卖方发生其他违约行为时，福维克享有法律规定的权利。

2) Unless an agreement to the contrary has been concluded, or if longer periods apply by virtue of statutory arrangements, claims for defects are prescribed 3 years after transfer of risk. Vorwerk is entitled without limitation to any longer statutory prescription periods pursuant to statutory provisions.

2) 除非双方达成了相反的协议，或者根据法定安排适用更长的期限，否则，缺陷索赔应在风险转移后三年内提出。福维克有权按照法律规定要求更长法定时效期。

3) In accordance with statutory provisions, the seller is liable in particular for the Goods having the agreed quality at the time that risk passes to Vorwerk. Considered an agreement on quality is, in any event, those product descriptions that - particularly through specification or reference in the order by Vorwerk - form the basis of the respective contract or that were included in the contract in the same way as these Purchasing Terms and Conditions. In this regard, it makes no difference whether the product description originated from Vorwerk, the seller, or the manufacturer.

3) 根据法律规定，卖方对风险转移至福维克时具有约定质量的货物负有特别责任。在任何情况下，质量协议都是指构成相关合同的基础的产品描述（尤其是福维克通过订单中的规格或参考进行的描述）或以与本采购条款和条件相同的方式包含在合同中的产品描述。这种产品描述可以由福维克、卖方或制造商提供。

4) Vorwerk is also entitled without limitation to claims for defects even if at the time of contract conclusion, the defect remained unknown to Vorwerk as a result of gross negligence.

4) 即便福维克在签署合同时因重大过失而未对缺陷一无所知，福维克也有权针对缺陷提出索赔。

5) Vorwerk is obligated to inspect the Goods within a reasonable period of time for any deviations in identity or quantity, as well as for obvious defects. Statutory provisions apply to the commercial duty to inspect and object, with the following stipulation: Vorwerk's duty to inspect is limited to defects that become apparent, in connection with the incoming goods inspection, under an external examination, including the delivery documents, and, in connection with the quality inspection, during random sampling (e.g. transport damage, wrong delivery, under-delivery)

5) 福维克有义务在合理的时间内检查货物是否存在任何特性或数量偏差和明显的缺陷。法定条款适用于进行检查和提出异议的义务，且其中包含同下列内容有关的规定：福维克的检查义务仅限于通过外部检查（包括交付文件）（就进货检查而言）和随机检查（就质量检查而言）可以发现的明显缺陷（如运输过程中造成的损坏、错误交付、交货量不足）

If an inspection and acceptance procedure has been agreed upon, there is no duty to inspect. In addition, a key aspect is the extent to which such an inspection is possible in the ordinary course of business, taking into consideration the circumstances of the given case.

如果双方商定了检查和验收程序，则福维克没有义务进行检查。此外，一个关键方面是，考虑到特定情况，在正常业务过程中进行此类检查的可能性有多大。

The foregoing does not affect Vorwerk's duty to object in the case of defects discovered at a later point. In all cases, the objection (notice of defects) is considered prompt and timely if it is received by the seller within five business days.

上述规定不影响福维克在以后发现缺陷时提出异议的义务。在任何情况下，如果卖方在五个工作日内收到福维克提出的异议（缺陷通知），则福维克将被视为及时提出了异议。

6) The seller bears the costs expended by it for the purposes of verification and repair (including any dismantling and installation costs) even if it turns out that there was in fact no defect. Vorwerk's liability for compensation of damages in the event of an unjustified demand for elimination of defects remains unaffected. To this extent, however, Vorwerk is liable only if it recognised that there was no defect or failed to make such recognition because of gross negligence.

6) 卖方应承担因进行验证和维修而产生的费用（包括任何拆卸和安装费用），即使最终证明不存在缺陷。福维克因其在无正当理由的情况下要求消除缺陷而承担的损害赔偿责任不受影响。然而，在这种情况下，只有在确认不存在缺陷或因重大过失而没有进行此类确认时，福维克才承担责任。

7) Vorwerk is entitled to statutory claims for legal and material defects without limitation. The foregoing notwithstanding, Vorwerk is entitled to demand from the seller, at Vorwerk's discretion, elimination of defects or replacement delivery, unless the seller can refuse the type of cure chosen by Vorwerk pursuant to Statutory provisions.

7) 福维克有权就重大缺陷等提出法定索赔。尽管有上述规定，福维克有权自行决定要求卖方消除缺陷或换货，除非卖方可以根据法律条款拒绝福维克选择的补救方式。

If the seller does not commence with the elimination of defects by a reasonable deadline set by Vorwerk, Vorwerk is in urgent cases entitled to perform the necessary work itself, or have same performed by third parties, at the seller's expense after hearing from the latter. More extensive statutory rights of Vorwerk in the event of defects remain unaffected.

如果卖方未能在福维克规定的合理期限内开始消除缺陷，则福维克在紧急情况下有权自行或由第三方执行必要的工作，由此产生的费用由卖方承担。福维克在出现缺陷的情况下享有的更广泛的法定权利不受影响。

## **VII. Supplier recourse**

### **七、供应商追索权**

1) In addition to claims for defects, Vorwerk is entitled without limitation to its recourse rights within a supplier chain as are specified by statute. In particular, Vorwerk is entitled to demand from the seller precisely the type of cure (repair or replacement delivery) that Vorwerk owes to its customers in the given case. The foregoing does not limit Vorwerk's statutory right of choice.

1) 除缺陷索赔外，福维克还有权根据法律规定在供应链内行使追索权。特别是，福维克有权要求卖方提供福维克应在特定情况下对其客户提供的补救措施（维修或换货）。上述规定并不限制福维克的法定选择权。

2) Before acknowledging or satisfying a claim for defects asserted by one of its customers, Vorwerk will notify the seller, provide a brief description of the facts and circumstances, and request a written statement of position.

2) 在确认或满足某客户提出的缺陷索赔之前，福维克将通知卖方、简要描述事实和情况，并要求卖方出具一份书面形式的立场声明。

If the statement is not received by a reasonable deadline, and if an amicable solution cannot be reached, the claim for defects actually granted by Vorwerk is considered to be owed to the customer. In such case, the seller is responsible for providing proof to the contrary.

如果在合理期限内福维克未收到上述声明，且无法达成友好解决方案，则福维克实际批准的缺陷索赔将被视为应当满足的客户索赔。在这种情况下，卖方有责任提供相反的证据。

3) Vorwerk's supplier recourse claims also are applicable where the Goods were processed by Vorwerk or by one of its customers prior to their sale to a consumer, e.g. through installation in another product.

3) 福维克的供应商追索权索赔也适用于福维克或其客户在货物出售给客户之前对货物进行处理的情况（例如，将货物安装在另一种产品中）。

## **VIII. Product liability, industrial property rights, confidentiality**

### **八、产品责任、工业产权和保密**

1) If the seller is responsible for a product injury, it must indemnify Vorwerk on first demand against claims of third parties, if and to the extent that the defect or injury was caused by a defect in the Goods delivered by it, the defect can be attributed to the seller, or the seller itself bears third-party liability.

1) 如果卖方对产品损害负责，则卖方必须在福维克首次针对第三方索赔提出要求时对福维克进行赔偿，但其前提条件是，缺陷或伤害是由卖方所提供的货物中的缺陷造成的、缺陷是由于卖方的原因所造成的或卖方本身应承担第三方责任。

2) In connection with its obligation to indemnify, the seller must reimburse expenses particularly for legal defence and any recall campaigns by Vorwerk. Where possible, and to the extent it can reasonably be expected to do so, Vorwerk will notify the seller about the content and scope of recall measures and give it an opportunity to state its position. More extensive statutory rights remain unaffected.

2) 就其赔偿义务而言，卖方必须对福维克产生的费用（包括但不限于福维克因进行法律辩护和召回货物而产生的费用）做出补偿。在可能的情况下，福维克将在可合理预期的前提下将召回措施的内容和范围通知卖方，并向卖方提供一个陈述其立场的机会。更广泛的法定权利不受影响。

3) Subsections 1 and 2 apply mutatis mutandis to the extent that product defects are attributable to deliveries or services of the seller's input suppliers or subcontractors.

3) 第 1 款和第 2 款可参照适用于因卖方的供应商或分包商完成的交付或服务而造成的产品缺陷。

4) The seller must obtain sufficient insurance, but at a minimum in the amount of €5 million, covering product liability risks, including recall costs, maintain such insurance, and provide Vorwerk at any time upon demand with proof of such insurance coverage.

4) 卖方必须办理并维持相关保险（最低保额为 500 万欧元，涵盖产品责任风险，包括召回成本），并在福维克提出要求时向福维克此类保险的相关证明。

5) The seller warrants that the delivery and use of the procured Goods will not infringe any industrial property rights of third parties.

5) 卖方保证，采购货物的交付和使用不会侵犯第三方的任何工业产权。

6) If a third party brings a legal action against Vorwerk for an infringement of industrial property rights, the seller is obligated to indemnify Vorwerk against such claims on first written demand. In addition, the seller is obligated to reimburse all expenses that Vorwerk necessarily incurs as a result of or in connection a legal action brought by a third party.

6) 如果第三方以侵犯工业产权为由对福维克提起法律诉讼，则卖方有义务在福维克第一次提出书面要求时对福维克进行赔偿。此外，卖方有义务对福维克因第三方提起的法律诉讼而产生的全部费用进行补偿。

7) The seller must maintain in confidence the know-how that Vorwerk provides to it and the ideas and information of Vorwerk, refrain from using same for orders for third parties, and refrain from providing same to third parties either directly or indirectly.

7) 卖方必须对福维克向其提供的专有技术以及福维克的思想和信息进行保密，不得将其用于第三方订单，也不得将其直接或间接提供给第三方。

8) Vorwerk is entitled to the exclusive use of inventions, work product, and know-how that are generated by the seller or its personnel or persons its uses to perform an obligation in connection with work performed for Vorwerk, namely, at no charge and without any limitation in terms of time or territory. The seller must give Vorwerk prompt written notice of all inventions, work product, and know-how generated in connection with the order work and turn over existing drawings, models, and written documentation.

8) 福维克有权独家免费且不受时间、地点限制地使用卖方或其工作人员或履行同卖方为福维克开展的工作有关的义务的人产生的发明、工作成果和专有技术。卖方必须及时以书面形式将与订单工作有关的各种发明、工作成果和专业技术通知福维克，并向福维克提供现有图纸、模型和书面文件。

9) To the extent that an invention or work product is involved that is capable of gaining protection as an industrial property right, Vorwerk is entitled to acquire the industrial property right in its own name in Germany and abroad. To the extent that Vorwerk makes use of this right, and to the extent that an employee invention is involved, Vorwerk will directly pay the inventor an inventor's fee within the meaning of the German Act on Employee Inventions (Gesetz über Arbeitnehmererfindungen). The amount and due date of the inventor's fee are determined by the seller's internal policies on inventions by employees or, if these do not exist, by Vorwerk's internal policies. Vorwerk is not obligated to pay any compensation or fee to the seller itself.

9) 如果涉及能够获得工业产权保护的发明或工作产品，则福维克有权在德国和其他国家/地区以自己的名义获得工业产权。在福维克利用该权利的情况下，以及在涉及雇员发明的情况下，福维克将直接向发明人支付发明费用（见《德国雇员发明法》（Gesetz über Arbeitnehmererfindungen）中的定义）。发明费用应根据卖方关于雇员发明的内部政策或（在卖方没有此类政策的情况下）福维克的内部政策确定。福维克没有义务向卖方本身支付任何赔偿金或费用。

10) Even where an invention or work product turned over to Vorwerk is not capable of gaining protection as an industrial property right, the rights of use to which Vorwerk is entitled pursuant to subsection 4 are considered covered by the payment of the order.

10) 即使移交给福维克的发明或工作产品不能获得工业产权保护，福维克也有权在支付订单后根据第4款享有所有权。

11) The seller is obligated to take all organisational and legal steps, such as staking claim to inventions of its personnel, and to submit such declarations as may be necessary so that Vorwerk can in fact exercise the aforementioned rights.

11) 卖方有义务采取一切组织和法律措施（例如确定其工作人员发明的权利要求），并提交必要的声明，以便福维克能够实际行使上述权利。

**IX. Delivery in accordance with specifications, drawings, models of machinery, forms, tools**

九、按照规范、图纸、机械模型、模板、工具进行交付

If the seller manufactures Goods in accordance with specifications, drawings, or models of Vorwerk, the Goods and the special equipment, matrices, and the like suitable for their manufacture may be made available to third parties only with Vorwerk's written approval. The foregoing also applies where the seller has procured the special equipment, matrices, and the like at its own expense or where Vorwerk refuses to accept delivery of the ordered Goods due to untimely or defective performance or refrains from placing further orders despite proper delivery. Models, prototypes, drawings, and technical documents of any nature remain the property of Vorwerk and must be kept confidential. They are to be returned to Vorwerk upon request, together with any copies that have may have been made.

如果卖方按照福维克提供的规范、图纸或模型制造货物，那么，如果卖方打算向第三方提供此类货物以及制造货物过程中使用的专用设备、模型等，则其必须要事先取得福维克的书面批准。上述规定也适用于卖方自费采购专用设备、模型等的情况，或福维克以卖方未及时履约或履约存在缺陷为由而拒绝收货或不再下订单（即便卖方不存在交付问题）的情况。任何性质的模型、原型、图纸和技术文件均归福维克所有，必须保密。如果福维克要求卖方退还上述物品，则卖方应立即退还（包括相关副本）。

**X. Ownership and possession of machinery, forms, tools, materials, and/or equipment**

十、机械、模板、工具、材料和/或设备的所有权和占有权

1) Vorwerk retains sole, unrestricted title to machinery, forms, tools, materials, and/or equipment that it makes available to the seller.

1) 福维克保留其向卖方提供的机械、模板、工具、材料和/或设备的、不受限制的全部所有权。

2) If the seller procures or manufactures machinery, forms, tools, materials, and/or equipment at the request of Vorwerk, sole, unrestricted title to same vests in Vorwerk in their respective condition, provided that Vorwerk pays the agreed purchase price in conformity with the agreement. If in conformity with the agreement, Vorwerk pays only a portion of the value of the machinery, forms, tools, materials, and/or equipment, the corresponding pro-rata share of co-title vests in Vorwerk.

2) 卖方应福维克的要求采购或制造的机械、模板、工具、材料和/或设备的、不受限制的全部所有权，在福维克根据双方协议支付购买价的前提下，归福维克所有。在符合双方协议的情况下，福维克只需按其获得的共有所有权的比例支付机械、模板、工具、材料和/或设备的部分价款。

3) The seller must hold all machinery, forms, tools, materials, and/or equipment of Vorwerk in safe custody and maintain same at no charge and with the greatest possible care until the time they are handed over to Vorwerk, namely, at a minimum for a period of 10 years after termination of this agreement. They may first be scrapped after Vorwerk has given its prior written approval.

3) 卖方必须安全保管福维克的所有机械、模板、工具、材料和/或设备，并在交还给福维克之前（即协议终止后至少 10 年）自费对其进行维护。经福维克事先书面批准后，可将其废弃。

4) The seller is solely responsible for maintaining and repairing such machinery, forms, tools, materials, and/or equipment of Vorwerk at its own expense. Costs for post-processing machinery, forms, tools, materials, and/or equipment are exclusively for the account of the seller. The output quantity is thus unlimited.

4) 卖方应全权负责自费维护和维修福维克的此类机械、模板、工具、材料和/或设备。机械、模板、工具、材料和/或设备的后处理费用全部由卖方承担。因此，产出量是不受限制的。

Should machinery, forms, tools, materials, and/or equipment of Vorwerk become damaged by the seller, they must be repaired in conformity with the drawings at its expense.

如果卖方对福维克机械、模板、工具、材料和/或设备造成了任何损坏，则其必须自费按照图纸进行维修。

5) The seller's right of possession with respect to machinery, forms, tools, materials, and/or equipment of Vorwerk ends in the event that the seller becomes illiquid or overindebted, but not later than upon applying for the commencement of insolvency proceedings in respect of the seller's assets.



5) 卖方对福维克的机械、模板、工具、材料和/或设备的占有权将在卖方丧失流动性或过度负债时终止，但不得迟于就卖方资产提出关于启动破产程序的申请之时。

6) In the event that there is a risk of disruptions to production at Vorwerk due to default and/or unsatisfactory performance by the seller - irrespective of the reason for same - then at the request of Vorwerk, it must surrender the machinery, forms, tools, materials, and/or equipment to Vorwerk without delay. In order to avoid disruptions to production at Vorwerk, surrender must take place irrespective of any agreements to be made between the parties.

6) 如果存在由于卖方违约和/或不当履约（无论出于何种原因）而导致福维克生产中断的风险，那么，应福维克的要求，卖方必须毫不延迟地将机器、模板、工具、材料和/或设备交还给福维克。为了避免福维克的生产中断，无论双方是否达成任何协议，都必须予以交还。

7) Machinery, forms, tools, materials, and/or equipment of Vorwerk that have been paid for by Vorwerk are to be available to Vorwerk at all times in flawless condition, and they are to be labelled by the seller as the property of Vorwerk and stored and marked separately.

7) 福维克已付款的福维克机械、模板、工具、材料和/或设备在交还给福维克时应完好无损，且卖方应将其标记为福维克的财产，并单独存放和标记。

8) Parts that are manufactured using machinery, forms, tools, materials, and/or equipment owned by Vorwerk may not be offered or delivered to third parties, nor may know-how be passed on to them.

8) 卖方不得将利用福维克的机械、模板、工具、材料和/或设备制造的零件提供或交付给第三方，也不得将其专有技术传递给第三方。

9) The seller is obligated to insure the machinery, forms, tools, materials, and/or equipment of Vorwerk being stored at the seller at its expense against property damage. The seller hereby assigns to Vorwerk all compensation claims under such insurance.

9) 卖方有义务自费为储存在卖方处的福维克的机械、模板、工具、材料和/或设备办理财产损失险。卖方特此将此类保险下的所有索赔转让给福维克。

10) Material that is provided and supplied by Vorwerk for the purpose of carrying out the order remains the property of Vorwerk. Such material may be processed, combined, or intermixed with goods that belong to third parties or are encumbered with third-party rights only within the scope of the issued order. If the seller fails to meet its obligations under the order or is in default with respect thereto, Vorwerk may at any time prohibit processing and demand return of the provided material, irrespective of its manufacturing condition. If return is not possible for legal reasons, the seller must pay Vorwerk appropriate compensation of damages for the provided and supplied material.

10) 福维克为执行订单而提供的材料均属于福维克的财产。只有在符合福维克下达的订单的情况下，卖方才能将上述材料与属于第三方或涉及第三方权利的货物进行加工、组合或混合。如果卖方未能履行其在订单下的义务或违约，则福维克可随时禁止加工并要求卖方退还福维克提供的材料（无论这些材料处于何种制造阶段）。如果，由于法律方面的原因，卖方无法退换上述材料，则卖方必须就福维克提供的材料向福维克支付适当的损害赔偿金。

11) Material provided by Vorwerk is processed for and on behalf of Vorwerk without Vorwerk thereby incurring any liabilities. Title remains reserved. If the material supplied by Vorwerk is processed together with other objects that do not belong to Vorwerk, then Vorwerk acquires co-title to the new item in its respective manufacturing condition in the ratio that the value of the material supplied by Vorwerk bears to the other processed objects at the time of processing. The objects to which Vorwerk has title or co-title are to be held by the seller in safe custody for Vorwerk with the care and diligence of a prudent businessperson.

11) 福维克不对其向卖方提供、由卖方代为加工的材料承担任何责任。福维克仍保留其相关所有权。如果卖方将福维克提供的材料与其他不属于福维克的物品一起加工，则福维克可按照其提供的材料的价值在加工时与其他加工物品的价值之间的比例，取得新物品的共同所有权。福维克拥有所有权或共同所有权的物品，将由卖方以一般商人的谨慎态度进行安全保管。

12) Vorwerk retains exclusive title and all copyrights to illustrations, drawings, calculations, and other documents that Vorwerk has provided to the seller. They may be used only for the intended purpose, and they may not be reproduced, made directly or indirectly accessible to third parties, or otherwise exploited without the written approval of Vorwerk. They must be returned to Vorwerk at any time upon request. The documents must be kept confidential vis-a-vis third parties, including after the contract terminates. The obligation of confidentiality expires only if and to the extent that the knowledge contained in the provided documents has entered the public domain.

12) 福维克保留其向卖方提供的插图、图纸、计算书和其他文件的独家所有权和所有版权。卖方只能将上述资料用于预期目的，并且，未经福维克书面批准不得复制该等资料或将其直接或间接提供给第三方或以其他方式加以利用。福维克可随时要求卖方将其归还给福维克。文件必须对第三方保密，包括在合同终止后。只有在福维克提供文件中包含的知识已进入公共领域的情况下，卖方的保密义务才能终止。

## **XI. Advertising**

### **十一、广告**

The seller is not allowed to use enquiries, orders, or correspondence of Vorwerk of any nature for its advertising purposes. Advertising the business relationship that exists with Vorwerk is permissible only with the prior express consent of Vorwerk.

卖方不得将福维克的任何性质的询盘、订单或信函用于其广告目的。只有在事先征得福维克明确同意的情况下，卖方才能对其与福维克之间的业务关系进行广告宣传。

## **XII. Export control and customs**

### **十二、出口管制和海关**

1) The seller is obligated to notify Vorwerk in its business documents about any licence obligations in connection with the (re-) exporting of its goods pursuant to German, European, or U.S. export and customs provisions, as well as the export and customs provisions of the country of origin of its goods. For this purpose, the seller must at a minimum provide the following information in its offers, order confirmations, and invoices for the goods concerned:

1) 卖方有义务在其商业文件中将德国、欧洲或美国及其货物来源国的出口和海关规定中同其货物（再）出口有关的许可义务告知福维克。为此，卖方必须在其报价、订单确认函和相关货物的发票中至少提供以下信息：

- the Export List number pursuant to Annex AL of the German Foreign Trade and Payments Ordinance (Außenwirtschaftsverordnung) or comparable list position of relevant export lists,

- 《德国对外贸易和支付条例》（Außenwirtschaftsverordnung）附件 AL 中规定的出口清单编号或相关出口清单的类似清单状况；

- for U.S. goods, the ECCN (Export Control Classification Number) pursuant to the U.S. Export Administration Regulations (EAR),

- （对于美国商品来说）《美国出口管制条例》（EAR）中规定的 ECCN（出口管制分类号）；

- whether an export licence is required for its goods,

-其货物是否需要出口许可证；

- the non-preferential origin of its goods and components of its goods, including technology and software,

-其货物及其部件（包括技术和软件）的非优惠性原产地；

- whether the goods were transported through or manufactured or stored in the U.S. or were produced with the aid of U.S. technology,

- 货物是否是通过美国运输、在美国制造或存放的，或是否是利用美国技术生产的；
- the statistical goods number (HS code) of its goods.
- 其货物的统计商品编号（HS 代码）。

2) Where so requested, the seller is obligated to notify Vorwerk in writing of all other export trade data concerning its goods and their components and to inform Vorwerk in writing without delay (prior to delivery of corresponding goods affected by this) about all changes in the foregoing data.

2) 如有要求，则卖方有义务以书面形式将同其货物及其部件有关的所有其他出口贸易数据告知福维克，并在上述数据发送变动时及时（在交付受此影响的相应货物之前）通知福维克。

## **XII. Applicable law, place of jurisdiction, and miscellaneous**

### **十二、适用法律、管辖地和其他规定**

(1) All disputes under or in connection with this Agreement are to be decided by the courts with local jurisdiction over the registered office of VML. Vorwerk is entitled also to bring suit before the courts with local jurisdiction over the registered office of the Supplier. Sentences 1 and 2 are not applicable if an exclusive place of jurisdiction exists for the dispute in question.

(1) 本协议项下或与之相关的所有争议应由对 VML 注册办公地拥有本地管辖权的法院裁定。福维克还有权在对供应商注册办公地拥有本地管辖权的法院提起诉讼。如果对相关争议存在排他管辖地，则第 1、2 句不适用。

(2) The substantive law of the People's Republic of China applies to this Agreement.

(2) 中华人民共和国的实体法适用于本协议。

3) The seller undertakes to comply with recognised international social standards (particularly, the prohibition of child labour, forced labour, discrimination, etc.). The seller confirms that it complies at a minimum with the social standards in accordance with SA 8000.

3) 卖方承诺遵守公认的国际社会标准（尤其是禁止童工、强迫劳动、歧视等）。卖方确认其至少遵守同 SA 8000 一致的社会标准。

4) Any amendment or supplementation of this agreement must be made in writing in order to be valid. This form requirement may be waived only in writing.

4) 对本协议的任何修订或补充，只有在采用书面形式的情况下才具有效力。如打算放弃该形式要求，必须要采用书面形式。