

# GENERAL PURCHASING CONDITIONS

## 一般采购条件

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**Index F / 版本 F**

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THE PURPOSE OF PURCHASING CONDITIONS IS TO DEFINE THE TERMS AND CONDITIONS FOR PLACING AND PERFORMING PCM PURCHASE ORDERS (PRODUCTS AND/OR SERVICES) FOR PCM Entity.

购买条件的目的是确定博西莫购买订单（产品和/或服务）的条款和条件。

## ARTICLE 1. DEFINITIONS / 定义

In this Agreement, the following terms, used in upper case and interchangeably in the singular or plural, will have the following respective meanings:

在本协议中，以大写形式使用，可互换使用单数或复数形式，下列术语具有以下含义：

**GPC:** refers to this document named General Purchasing Conditions.

**GPC:** 指这份名为“一般采购条件”的文件。

**PCM:** Refers to the PCM entities as defined in page one, taken individually and/or collectively.

**PCM:** 指第 1 页中定义的博西莫实体，单独和/或共同使用。

**Subsidiary:** Refers to all independent legal entities in which the PCM company and/or its shareholders own a direct or indirect stake.

**子公司:** 指博西莫公司和/或其股东拥有的直接或间接股权的所有独立公司法人。

**Supplier:** Natural or artificial person to which the Order is addressed

**供应商:** 订单所针对的自然人或法人组织

**Buyer:** Refers to the PCM entity issuing the Order

**买方:** 指发出订单的博西莫公司

**End customer:** refers to any Customer of the Buyer purchasing a product or service incorporating the supply.

**最终客户:** 指购买包含供应的产品或服务的买方的任何客户。

**Products:** refer to products and/or items falling in the scope of application of this Agreement and for which PCM shall place Orders from the Supplier.

**产品:** 指本协议适用范围内的产品和/或产品，以及博西莫应向供应商下订单的产品。

**Specific Products:** refer to the products and/or items created and developed directly or indirectly by PCM or by the Supplier for PCM only.

**特定产品:** 指博西莫或由供应商仅为博西莫 直接或间接创建和开发的产品和/或项目。

**Standard products:** refer to products and/or items not created and developed by PCM or by the Supplier for PCM only.

**标准产品:** 指并非由博西莫或供应商仅为博西莫创建和开发的产品和/或物品。

**Order:** refers to any purchase order placed by PCM in application of this Agreement, based on the template featured in the Appendix.

**订单:** 指博西莫在应用本协议时根据附录中的模板下达的任何采购订单。

**Acknowledgement of Receipt of Order:** Refers to the acknowledgement of receipt of order (ARC) issued by the Supplier.

**收到订单告知申明:** 指供应商发出的收到订单（ARC）的确认。

**Appendices:** refer to the documents appended to the Agreement

**附录:** 请参阅协议附带的文件。

## ARTICLE 2. CONTRACTUAL DOCUMENTS / 合同文件

The Orders issued by the Buyer with the Supplier shall be governed by the provisions of these General Purchasing Conditions of Purchase once they have been accepted by the Supplier, i.e. as they are, completed or amended by a rider signed by the Parties.

买方与供应商签订的订单一经供应商接受，即由双方签署的附加条款完成或修改后，均受这些一般采购购买条件的规定约束。

The Supplies must be delivered in compliance with the Specifications mentioned either in the Order or in the rider signed by the Parties.

必须按照订单中或双方签署的附加条款中提到的规格交付耗材。

Any other provision may only apply to the Orders if they have been previously accepted in writing by each of the Parties.

任何其他规定只有在先前已被各方书面接受时才适用于订单。

If an Order has been issued within the framework of a contract agreed between the Parties, the stipulations of the said Contract shall prevail. The GPC are only intended to apply as a supplement in the absence of specific stipulations set out in the said contract.

如果订单是在双方约定的合同框架内签发的，则以该合同的规定为准。一般采购条件仅在没有上述合同中规定的具体规定的情况下作为补充申请。

## ARTICLE 3. PURPOSE AND SCOPE OF APPLICATION OF THE AGREEMENT / 协议的目的和适用范围

The Supplier undertakes to deliver the products or services to PCM in compliance with the terms defined in the Order.

供应商承诺按照订单中被定义的条款要求向博西莫交付产品或服务。

This agreement governs relations between the Supplier and PCM in the exclusive framework of its implementation. Under no circumstances may it apply, directly or indirectly, totally or partly, exceptionally or habitually, to other industrial, commercial or financial operations between PCM and the Supplier, including during the execution period of this Agreement.

该协议在专有协议框架内管理供应商与博西莫之间的关系。在任何情况下，它都不得直接或间接地全部或部分地，特别地或习惯性地适用于博西莫与供应商之间的其他工业，商业或金融业务，包括在本协议的执行期间。

Unless a provision is laid down in the Appendix, it is expressly understood by the Parties that this Agreement does not result in an exclusivity, either for the Supplier or PCM.

除非附录中规定了条款，否则双方明确理解本协议不会导致供应商或博西莫的排他性（独占性）。

## ARTICLE 4. IMPLEMENTATION OF THE AGREEMENT / 协议的执行

### 4.1. Order Management / 订单管理

This Agreement is implemented by an Order, sent by PCM to the Supplier.

本协议通过订单执行，由博西莫发送给供应商。

Unless otherwise expressed, the Supplier shall have a period of two (2) business days starting from the receipt of the Order to send an Acknowledgement of Receipt of Order by email, according to the template featured in the Appendix.

Unless reservations are expressed in the Acknowledgement of Receipt of Order, the Order shall be deemed to be accepted as it stands by the Supplier.

除非另有说明，否则供应商应自收到订单之日起两（2）个工作日内，根据附录中的模板，通过电子邮件发送订单确认书。

除非在收到订单确认书中表达了保留意见，否则该订单将被视为被供应商接受。

Any renegotiation of prices shall not affect previously issued Orders and lead times stated in this in the terms of the Agreement.

任何价格的重新协商都不会影响之前在协议条款中规定的订单和交货时间。

Provisional supply needs in PCM products, which may be communicated to the Supplier, have no contractual value.

博西莫产品的临时供应需求（可传达给供应商）没有合同价值。

For first orders, the Supplier is required to supply, where appropriate, initial samples from serial production, complying with contractual requirements relating to raw materials and quality controls.

对于初次订单，供应商必须在适当情况下提供批量生产的初始样品，并遵守与原材料和质量控制相关的合同要求。

## 4.2. Management of order changes / 订单变更管理

Any modification or adjustment of the Order on previously validated terms and conditions requires a rider, whose terms will be negotiated by mutual agreement between the Parties. It may be managed in the form of a dispensation (see article 9.6).

对已经过验证的条款和条件对订单进行的任何修改或调整都需要附加条款，其条款将通过双方之间的相互协商。它可以以特许条款的形式进行管理（见第9.6条）。

PCM may issue a request for modification (e.g. quantity/date requested) and the Supplier shall have a lead time of two (2) business days from the date of the receipt of the requested modification of Order to address an Acknowledgement of Receipt of Order

博西莫可以发出修改请求（例如要求的数量/日期），供应商应在收到订单修改订单之日起两（2）个工作日的之内对订单修改予以确认

- In case of refusal, the Supplier shall communicate it officially to PCM  
如果拒绝，供应商应将其正式传达给博西莫
- In the case of acceptance, the Parties shall formalise the new conditions  
如果接受，双方应将新条件适用于订单中

## ARTICLE 5. SUPPLIER'S OBLIGATIONS / 供应商的义务

Under this Agreement, the Supplier undertakes to:

根据本协议，供应商承诺：

- execute this Agreement in accordance with the law, regulations and practices, and with the Order;  
根据法律，法规和交易习惯以及订单执行本协议；
- declare that it has all the professional capabilities and authorisations within the framework of this Agreement to execute the Order;  
声明其拥有本协议框架内的所有协议要求的专业能力和相关授权以执行订单；
- implement all the human and material resources needed to fulfil its obligations as described in this Agreement and in the Order;  
履行本协议和订单中所述履行义务所需的所有人力和物力资源；
- to fulfil its obligation of result, comply with the prices laid down in the Special Terms and Conditions and/or the Order and delivery times laid down in this Agreement and/or in the Order;  
履行其对协议结果的义务，遵守特殊条款和条件和/或本协议和/或订单中规定的订单和交付时间中规定的价格。
- inform PCM of any risk linked to economic sanctions, export control or any other restrictive national or international regulations;  
告知博西莫与经济制裁、出口管制或任何其他限制性国家或国际法规相关的任何风险；
- inform PCM of any specific customs status communicated by local customs authorities.  
告知博西莫当地海关当局传达的任何具体海关状况。

In addition, in its professional capacity, the Supplier is bound by:

此外，在其专业能力方面，供应商受以下条件的约束：

- an obligation to inform and advise whereby it undertakes to immediately inform PCM of any difficulties that may occur during the execution of this Agreement and/or the Order;  
有义务告知并建议其立即告知博西莫在执行本协议和/或订单期间可能出现的任何困难；
- an obligation to ask PCM for information and ask questions deemed necessary to execute this Agreement and/or the Order, in particular regarding any clarification needed prior to launching production of the Products;  
有义务向博西莫索取信息并提出执行本协议和/或订单所必需的问题，特别是在启动产品生产之前所需的任何澄清；
- a duty to warn against technical choices or solutions that it may consider inappropriate or irreconcilable with the performance imperatives or needs of PCM;  
有责任对技术选择或解决方案进行警告，它可能认为与博西莫的性能要求或需求不合适或冲突的；

- compliance, if the products are delivered in the European Union, with all the obligations laid down by EC Regulation 1907/2006 of 18 December 2006 concerning the registration, assessment and authorisation of chemical substances, as well as restrictions applicable to these substances (REACH). The supplier must be up to date with the constant changes of said regulations and anticipate any restrictions; similarly, it should ensure that its subcontractors will take, where appropriate, any measures taken to comply with the said Regulation;  
如果产品在欧盟交付, 则遵守2006年12月18日EC规则1907/2006关于化学物质的注册, 评估和授权以及适用于这些物质的限制的所有义务 (REACH)。供应商必须及时了解上述法规的不断变化并预测任何限制; 同样, 它应确保其分包商在适当情况下采取任何符合上述条例的措施;
- Obtain ISO 9001, ISO 14001, OHAS 18001 certifications during the execution of this Agreement. If the Supplier is not capable of obtaining these certifications, it undertakes to do its best to improve its internal operating mode to approach these standards as closely as possible.  
在执行本协议期间获得ISO 9001, ISO 14001, OHAS 18001认证。如果供应商无法获得这些认证, 供应商应当尽最大努力改进其内部运营模式, 以尽可能接近这些标准。

If all or part of the provision needs to be implemented in the premises of PCM, the Supplier undertakes to abide by the following rules:

如果全部或部分条款需要在博西莫的场所实施, 供应商承诺遵守以下规则:

- communicate in advance to PCM the identity of its staff reporting to the PCM premises;  
事先向博西莫通报, 向博西莫报告工作人员身份;
- guarantee that its staff complies with safety rules applicable in PCM premises (in particular wearing a visitor's badge);  
保证其员工遵守博西莫场所适用的安全规则 (特别是佩戴访客徽章);
- comply with health and safety at work regulations, as well as all instructions defined by PCM in this field and applicable in its premises. As such, the Supplier declares that it is aware of PCM's prevention plan and special regulations and undertakes to ensure that its staff complies with it;  
遵守工作规定中的健康、安全以及博西莫在本领域中定义并适用于其场所的所有说明。因此, 供应商声明其了解博西莫的预防计划和特殊规定, 并承诺确保其员工遵守该规定;

Should the Parties agree to entrust the Supplier with maintenance, the Supplier undertakes to:

如果双方同意委托供应商进行维护, 供应商承诺:

- obtain approval from the Official Authorities;  
获得官方机构的批准;
- offer maintenance services as long as the equipment integrating the Supply remains in service and, consequently, maintain its complete production facilities, in such a way as to be able to supply Products and necessary spare parts, according to the special conditions negotiated with the Buyer. In this hypothesis, the Supplier must make available to the Buyer a complete bill of materials of prices of the different parts and sub-assemblies of Products covered by the Orders;  
根据与买方协商的特殊条件, 只要整合供应的设备仍在使用中, 并因此维护其完整的生产设施, 以便能够提供产品和必要的备件, 提供维护服务。在此假设中, 供应商必须向买方提供订单所涵盖的不同零件和产品子组件的完整材料清单;
- provide all the necessary technical assistance to the Buyer or End Customer during general servicing or repair of Products.  
在产品的一般维修或维修期间向买方或最终客户提供所有必要的技术协助。

## ARTICLE 6. PCM'S OBLIGATIONS / 博西莫的义务

PCM undertakes to provide the Supplier with all the information and documents needed to execute this Agreement and/or Order.

博西莫承诺向供应商提供执行本协议和/或订单所需的所有信息和文件。

PCM undertakes to honour payment of any invoices for the supply of Products as per the terms and conditions defined in Article 7.2, subject to compliant execution of this Agreement and/or the Order by the Supplier.

博西莫承诺按照第7.2条规定的条款和条件支付任何供应产品的发票, 但须遵守本协议和/或供应商的订单。



## ARTICLE 7. FINANCIAL TERMS / 财务条款

### 7.1. Prices / 价格

In consideration of perfect execution of this Agreement and/or the Order, PCM shall pay the Supplier the price stipulated in the Order.  
考虑到本协议和/或订单的完整执行，博西莫应向订购商支付订单中规定的价格。

Unless otherwise agreed in a document signed by both Parties, the price stipulated in the Order is flat, firm and definitive. In the case of large orders or specific invitations to tender, Special Terms and Conditions may be renegotiated on a case-by-case basis, in the mutual interest of the Parties.

除非双方签署的文件另有协议，否则订单中规定的价格是明确的。对于大订单或特定招标邀请，可以根据双方的共同利益，逐案重新协商特殊条款和条件。

### 7.2. Invoicing and Payment / 发票和付款

Products/Services shall be invoiced by the Supplier after delivery of the products and/or performance of services.  
Invoices issued by the Supplier for the Order shall be paid by PCM in compliance with the provisions set out in the Order.

产品/服务应在交付产品和/或提供服务后由供应商开具发票。

供应商为订单发出的发票应由博西莫按照订单中的规定支付。

Invoices must comply with the following:

发票必须符合以下条件：

- name of the entity of the PCM Group issuing the Order  
发出订单的博西莫集团的实体名称
- PCM Group' s order number  
博西莫集团的订单号
- delivery slip number  
送货单号码
- VAT number  
增值税号
- customs code for Products for intra-community deliveries  
社区内交付产品的海关编码
- complete bank details of the Supplier (name and number of the bank account, Iban, Swift, bank's address)  
完整的供应商银行详细信息（银行账户的名称和编号，Iban码，Swift码，银行的地址）
- payment by bank transfer in a currency defined by the parties and in agreement with the relevant national and international regulations relating to economic sanctions;  
以双方确定的货币进行银行转账支付，并同意与经济制裁有关的国家和国际法规；
- due date compliant with the payment deadline stipulated in this Agreement and/or in the Order.  
截止日期符合本协议和/或订单中规定的付款截止日期。

The original copy of the invoice must be sent as soon as it is issued to the address specified in the Order. Original delivery slips or reception reports or any other contractually agreed document generating invoices are sent to the Buyer and are not attached to the invoice.

发票的原始副本必须在发出到订单中指定的地址后立即发送。原始交货单或接收报告或任何其他合同约定的生成发票的文件将发送给买方，而不附在发票上。

Any credits must mention the invoice numbers and Order to which they refer to allow accurate reconciliation of accounts.

任何信用必须提及发票编号和他们参考的订单，以允许准确核对帐户。

### 7.3. Bank guarantee / 银行担保

Should PCM pay an instalment or advance payment before the delivery of the Products, it is expressly agreed that the Supplier, prior to payment of the instalment or advance, shall produce a bank guarantee allowing the refund of the instalment or advance, at first request. This bank guarantee must cover all sums to be paid by PCM as an instalment or advance. This independent and autonomous bank guarantee must be issued by a reputable bank and related costs shall be covered by the Supplier.

如果博西莫在交付产品之前支付分期付款或预付款，则明确同意供应商在支付分期付款或预付款之前，应出具银行担保，允许在第一次请求时退还分期付款或预付款。该银行担保必须包括博西莫作为分期付款或预付款支付的所有款项。这种独立自主的银行担保必须由信誉良好的银行发行，相关费用应由供应商承担。

### 7.4. Late payment / 逾期付款

In the event of late payment, simple interests shall be applied at the published LOCAL rate the day following the due date of the invoice and end on the effective settlement date.

如果延迟付款，简单利息应按发票到期日后的公布当地同业拆借利率适用，并在有效结算日期结束。

Payment by PCM of such penalties shall discharge it and is the only compensation to which the Supplier is entitled to claim in terms of late payment.

博西莫对此类处罚的支付应予以解除，并且是供应商有权就延迟付款提出索赔的唯一补偿。

### 7.5. Claim on invoice / 发票索赔

In the event of a legitimate claim by PCM regarding one or several items of an invoice, the obligation to pay the disputed sum is suspended and the application of Article 7.4 shall be excluded. PCM shall send the Supplier a letter (by mail, fax or email) justifying its position. The Supplier shall then issue a credit cancelling the disputed invoice and a new invoice for the undisputed items of the invoice shall be issued.

如果博西莫就发票的一个或多个项目提出合法索赔，则博西莫有暂停支付有争议金额的义务，并排除第7.4条的适用。博西莫应向供应商发送证明其职位的信件（通过邮件，传真或电子邮件）。然后，供应商应发出取消有争议发票的信用证，并发出无可争议的发票项目的新发票。

Should the Supplier not respond to the aforementioned letter sent by PCM within fifteen (15) calendar days starting from the receipt of this letter, the claim made by PCM shall be deemed to be accepted by the Supplier and the claimed amount shall be automatically deducted from the invoice due to PCM. The Supplier shall then issue the corresponding credit.

如果供应商在收到本函后的十五（15）个日历日内未对博西莫发送的上述信函作出回应，则博西莫的索赔应被视为供应商接受，并应自动从发票中扣除因博西莫而产生的索赔金额。然后供应商应开出相应的信用证。

## ARTICLE 8. PRODUCT/SERVICE DELIVERY TIMES / 产品/服务交付时间

### 8.1. Delivery times / 投递时间

Products shall be delivered in compliance with the terms and conditions stated in the Order.

产品应按照订单中规定的条款和条件交付。

Product delivery times are considered as a decisive factor of this Agreement and the Order, without which PCM would not have contracted with the Supplier.

产品交付时间被视为本协议和订单的决定性因素，否则博西莫将不与供应商签订合同。

### 8.2. Late delivery / 逾期送达

The Supplier undertakes to inform PCM immediately by phone and in writing of any particular difficulties, namely in terms of times or quantity, encountered in the delivery of the Products, specifying the nature of such difficulties as well as the time at which it would be able to fulfil its obligations.

供应商承诺立即通过电话和书面通知博西莫，告知产品交付过程中遇到的任何特殊困难，包括时间或数量，指明此类困难的性质以及可能的时间履行其义务。



Any additional expenditure resulting from this delay, excluding cases of *force majeure*, shall be the Supplier's responsibility.  
除了不可抗力情况外，由于此延迟而产生的任何额外支出应由供应商负责。

If PCM accepts the new delivery time proposed by the Supplier, a written correspondence shall formalise the agreement of the Parties on this point.

如果博西莫接受供应商提议的新交货时间，书面通信应正式确定双方在此方面的协议。

Regardless of the applicable incoterm defined in the Order, rapid shipping (by air in particular) may be demanded, at the Supplier's expense.

无论订单中定义的适用的国际贸易术语是什么，都可以要求快速运输（特别是空运），费用由供应商承担。

In the absence of an agreement by the Parties, the Supplier shall be held liable and PCM may, at its convenience, rightfully terminate this agreement and/or Order due to the non-performance by the Supplier of its obligations in terms of form and delivery times as set out in article 22 of this Agreement.

在双方未达成协议的情况下，供应商应承担责任，并且博西莫可以在方便时以正当理由终止本协议和/或订单，因为供应商不履行其在表格和交付方面的义务本协议第22条规定的时间。

### 8.3. Late penalties / 延迟处罚

The Supplier declares that it is fully aware of the detrimental consequences for PCM of any delay in the delivery of the Products.  
供应商声明其完全了解博西莫对产品交付延迟的不利后果。

In any case, except in cases of *force majeure* or duly proven events attributable to PCM, where the Products would not be delivered in compliance with the contractual times, PCM may apply late delivery penalties calculated as follows:

在任何情况下，除了因不可抗力或可证明可归因于博西莫的事件外，如果产品不按照合同时间交付，博西莫可以按照以下计算延迟交付罚款：

Five percent (5%) of the price (excluding taxes) of the Order per late week, starting from the agreed delivery date(s), capped at twenty percent (20%) of the price (excluding taxes) of the Order, it being specified that any late week started incurs the payment of the aforementioned penalty.

从约定的交货日期开始，每周末加收订单价格（不含税）的百分之五（5%）的罚金，上限为订单价格（不含税）的百分之二十（20%），被指明任何一周开始都要支付上述罚款。

Penalties are an obligation and have no discharging character.  
处罚是一项具有不可解除性质的义务。

The application of penalties is independent of the termination of this Agreement and/or Order, and/or claim for damages to repair the prejudice suffered that may be incurred by the late delivery of the Products by the Supplier.

处罚的实施独立于本协议和/或订单的终止，和/或修复因供应商延迟交付产品而可能产生的损害的损害赔偿。

As the termination is only declared after notice has been given, penalties are applied until the expiry of the last performance deadline fixed by this notice.

由于终止仅在通知发出后宣布，因此将适用处罚，直至本通知规定的最后履约期限届满为止。

Any penalty applicable under this article shall be deducted from the sums owed by PCM as set out in this Agreement and/or Order.  
根据本条适用的任何处罚应从本协议和/或命令中规定的博西莫所欠款项中扣除。

## ARTICLE 9. DELIVERY AND RECEPTION OF PRODUCTS/SERVICES / 产品/服务的交付和接收

### 9.1. Country of origin of products & Dual-Use Goods / 产品原产地和两用商品

#### 9.1.1. Country of Origin of the Products / 产品的原产地

The Supplier undertakes to communicate, upon request from PCM, any information related to the origin of the product, place and date of production regarding the finished product or part of its components and raw materials as well as control reports and any serial numbers.

供应商承诺根据博西莫的要求，提供与产品原产地，生产地点和生产日期相关的任何信息，包括成品或部件和原材料的部分以及控制报告和任何序列号。

The Supplier must inform PCM not only of the country of origin of the finished product, but also the country of origin of all components or any technology incorporated into the end product, namely in the case of a risk of breach of an embargo or economic sanctions, notwithstanding the preferential origin of the said finished product.

供应商必须不仅告知博西莫成品的原产国，而且还要告知博西莫所有组件的原产国或最终产品中包含的任何技术，即有违反禁运或经济制裁的风险尽管有上述成品的优惠原产地。

If PCM is unable to deliver or distribute products delivered by the Supplier from countries subject to international sanctions and/or embargoes the supplier shall actively cooperate with PCM in order to find appropriate alternative solutions within a reasonable time line (e.g. proposal of an alternative product, sending of specifications to PCM, etc.).

如果博西莫无法交付或分发供应商从受国际制裁和/或禁运的国家交付的产品，供应商应积极配合博西莫，以便在合理的时间内找到合适的替代解决方案（例如替代产品的提案，向博西莫发送规格等）。

### 9.1.2. Dual-use goods / 两用商品

The supplier shall inform PCM if the product(s) ordered are governed by European regulations on Dual-Use Goods (DUGs) and, if requested by PCM, shall provide a copy of the licence obtained from the competent authorities and/or the US ECCN number (Export control classification number).

如果订购的产品受欧洲两用商品（DUG）规定的约束，供应商应通知博西莫，如果博西莫要求，应提供从主管当局和/或美国ECCN获得的许可证副本编号（出口控制分类编号）。

## 9.2. Product packaging / 产品包装

The Supplier undertakes to follow packaging rules stipulated in the Order.

供应商承诺遵守订单中规定的包装规则。

In general, the Supplier undertakes to:

一般而言，供应商承诺：

- separate Products with different references from each other;  
具有彼此不同参考的单独产品;
- use packaging that guarantees respect for requirements mentioned in the specifications and plans as well as non-deterioration of Products during transportation and handling through to the end customer.  
使用包装，保证遵守规格和计划中提到的要求，以及在运输和处理过程中不会使产品变质到最终客户。

In the absence of specific provisions stipulated in the relevant Order, the packaging conditions are defined in the first Order placed by PCM with the Supplier.

如果相关订单中没有规定具体条款，则包装条件在博西莫与供应商的第一份订单中定义。

A label, affixed to each parcel and/or pallet, must be clearly visible to allow easy reception and storage by PCM and indicate at least:

贴在每个包裹和/或托盘上的标签必须清晰可见，以便通过博西莫轻松接收和存储，并至少表明：

- the Order number  
订单号
- the product reference / designation / index as indicated on the Order  
订单上标明的产品料号/名称/索引
- the quantity per parcel and/or pallet  
每个包裹和/或托盘的数量
- the shipping or expiration date  
运输或到期日期

For perishable Products or Products subject to a validity date, the Supplier must ensure and guarantee that such products are usable for a minimum duration of six (6) months starting from their reception date. The expiry date or validity limit date must be perfectly legible on the aforementioned label.

对于有效期的易腐产品或产品，供应商必须确保并保证此类产品自其接收日起至少可使用六（6）个月。有效期限或有效期限必须在上述标签上完全清晰。

In the event of pallet deliveries and unless otherwise stipulated in the Order, pallets shall:

托盘交付时, 除非订单另有规定, 托盘应:

- be exclusively sized in 80x120 cm (Europe format);  
尺寸为80x120厘米(欧洲格式);
- not be altered in any way (namely no broken planks or supports);  
不得以任何方式改变(即没有破碎的木板或支撑物);
- offer sufficient and appropriate resistance to the weight of the Products for safe storage;  
提供足够和适当的产品重量抵抗力, 以确保安全储存;
- be perfectly strapped to endure the transportation of Products and handling operations required.  
完美地捆绑以承受产品的运输和所需的处理操作。

If the packaging does not comply with the initial requirements formalised by PCM or is damaged, PCM reserves the right to deduct the cost of repackaging from the Supplier.

如果包装不符合博西莫规定的初始要求或已损坏, 博西莫保留从供应商处扣除重新包装成本的权利。

Any failure to comply with the rules laid down by this article may lead to the issuance by PCM of a Non-Compliance Report and, where appropriate, a refusal of the delivery of Products by PCM, which must be presented again for reception at the Supplier's expense (see article 9.6).

如果不遵守本条规定的规定, 可能会导致博西莫发布不合规报告, 并在适当情况下拒绝博西莫拒绝交付产品, 必须再次提交给供应商接收费(见第9.6条)。

### 9.3. Delivery slip / 送货单

Each delivery must be accompanied by a delivery slip, accessible before unloading of the Products, mentioning the following at least:

每次交货时必须附有送货单, 在卸货前可以使用, 至少提及以下内容:

- name of the entity of the PCM Group issuing the Order  
发出订单的博西莫集团实体的名称
- order number  
订单号
- reference and designation of the Products as indicated on the Order  
订单上注明的产品料号和名称
- quantity delivered  
交付数量
- number of parcels and their respective weight  
包裹数量及其各自的重量
- serial and/or Product batch number, where appropriate  
适当时, 产品序列号和/或产品批号
- country of Origin of the Products, where appropriate.  
适当时, 产品的原产国。

It is expressly stated that a delivery not accompanied by such a delivery slip or an incomplete or incorrect delivery slip is liable to result in the issuance by PCM of a non-compliance report and, where appropriate, a refusal of the Product delivery by PCM. The products in such a case must be presented again for reception at the Supplier's expense.

明确规定, 未附有此类交货单或不完整或不正确的交货单的交货可能导致博西莫发布不合规报告, 并在适当情况下拒绝博西莫拒绝交付产品。在这种情况下产品必须再次出示供供应商使用。

### 9.4. Documentation relating to imports / 与进口有关的文件

The Production transportation conditions, coverage of the corresponding cost and the transport insurance cost and the responsibility of the Parties during transportation of the Products are defined in compliance with the Incoterm specified in the Order.

生产运输条件, 相应成本的覆盖范围和运输保险成本以及双方在运输产品期间的责任按照订单中指定的Incoterm进行定义。

It is agreed that applicable Incoterms are CCI Incoterms in their 2010 version.

同意适用的国际贸易术语是其2010版本国际贸易术语解释通则。

In general, the Supplier for each Product delivery, undertakes to transmit the transport insurance policy, should transportation be covered by the Supplier, as well as the following documents in the event of documents produced in non-EU countries:

一般而言, 每个产品交付的供应商承诺传输运输保险单, 如果供应商承保运输, 以及在非欧盟国家/地区生成文件时的以下文件:

- certificate of origin attesting to the origin of the Products,  
证明产品原产地的原产地证
- packing list mentioning the box or parcel number, code and item description of the Products, quantity, weight, dimensions, signature and stamp,  
装箱单注明产品的箱号或包裹号、料号和品名、数量、重量、尺寸、签字和盖章;
- a certificate of conformity with European regulations, and EC norms in particular,  
符合欧洲法规, 特别是EC认证

Additional documents may be required by PCM, depending on applicable legislation or the Products' country of origin.

根据适用的法律或产品的原产国, 博西莫可能需要额外的文件。

Any breach in the rules set out by this article may lead to the issuance by PCM of a non-compliance report.

任何违反本条规定的行为都可能导致博西莫出具不符合规定的报告。

## 9.5. Receipt of product / 产品接收

The Supplier shall deliver the Products to the location agreed in the Order and during the time slot agreed with PCM, a fixed time slot (same day / same hour) may be agreed between the Parties.

供应商应将产品交付到订单约定的地点, 在与博西莫约定的时间段内, 双方可约定固定的时间段(当天/同一小时)。

In the case of non-compliance with opening times, the Products may not be received by PCM and must be presented again for reception at the Supplier's expense.

如果非工作时间段送货, PCM可能无法收到产品, 则必须由供应商自费安排重新送货。

In the event of late delivery or an excess quantity compared to the Order, the Buyer reserves the right either (i) to accept the Supply or (ii) keep the Supply available for the Supplier at its risk and peril or (iii) return it at its expense, risk and peril.

如果延迟交货或数量超过订单, 买方保留(i)接受供货或(ii)在供应商承担风险的情况下保留货物, 或(iii)在供应商承担费用、风险的情况下退还货物的权利。

## 9.1. Non-compliance management / 不符合管理

In the case, in particular, of:

特别是在下列情况下:

- a delivery presenting a safety risk;  
有安全风险的货物;
- a delivery of Products not corresponding to the specifications and/or plans referred to in the Order;  
交付不符合订单中提及的规格和/或计划的产品;
- a delivery of products in poor condition;  
交付状况不佳的产品;
- logistical non-conformities covered in Articles 9.1, 9.2 and 9.3;  
第9.1、9.2和9.3条所述后勤不合格;
- early or late delivery of Products with respect to the delivery date agreed in the Order referred to in Article 9.5;  
就第9.5条所述订单中约定的交货日期提前或延迟交货;
- a different quantity of Products delivered (less or more than the quantity featured in the Order);  
交付不同于订单数量的产品(少于或多于订单中的数量);

PCM may issue a non-compliance report and, where appropriate, refuse all or some of the Products delivered, which may be presented again for reception at the Supplier's expense until acceptance by PCM.

博西莫可发出不符合规定的报告, 并在适当情况下, 拒绝全部或部分交付的产品, 这些产品可退还给供应商, 费用由供应商承担, 直至供应商重新交货的产品被PCM接受为止。

In the event of reception of a non-compliance report, the Supplier undertakes to:

如收到不符合规定的报告, 供应商承诺:

- define and submit, in writing, a remedial action plan within forty-eight (48) hours starting from reception of the non-compliance report as well as an analysis of the cause and of its non-detection;  
从收到不遵守规定的报告以及对原因及其未被发现的原因进行分析之日起48(48)小时内, 确定并以书面提出补救行动计划;
- monitor remedial and/or corrective actions mentioned in the action plan;  
监测行动计划中提到的补救和/或纠正行动;
- supply, with the five (5) deliveries following the non-compliant Products, a control report of the criteria defined in the non-compliance report.  
在不符合规定的产品交付后的五(5)次交付中, 提供一份不符合规定的报告中定义的标准控制报告。

Under certain conditions, PCM may accept non-compliant Products, for a determined period of time, by written agreement between the parties.

In such a case, the Supplier shall ask the PCM Quality Department for a dispensation allowing it and the dispensation shall be mentioned on the delivery slip and on the parcel or pallet of the Products affected by the said dispensation.

Any occasional dispensation of non-compliant Products shall not prejudge future acceptance of Products with the same non-compliant features. Any dispensation is liable to lead to invoicing according to the Supplier's responsibility.

在某些条件下, PCM可以通过双方的书面协议, 在一段确定的时间内接受不符合规定的产品。

在这种情况下, 供应商应向博西莫质量部申请允许的批次, 批次应在送货单和受该批次影响的产品的包裹或托盘上注明。

任何不合格产品的偶然发放, 不应预先判断未来是否接受具有同样不合格特征的产品。任何豁免都有可能根据供应商的责任开具发票。

If the product is detected to be non-compliant by PCM, the Supplier shall be informed of its availability for collection. The Supplier must then collect it at its own expense, within a deadline of 2 weeks. After this deadline, the non-compliant product shall be scrapped. Rejected non-compliant products/services shall be considered to be non-delivered. During the replacement delivery, the supplier shall mention the PCM non-compliance report number on the delivery slip (e.g. NCR-2017-1234).

如果博西莫检测到该产品不合格, 供应商应被告知其可供收集。供应商必须在两周内自费领取。逾期不合格品报废处理。

不合格产品/服务应视为未交付。在换货过程中, 供应商应在送货单上注明博西莫不符合报告编号(如NCR-2017-1234)。

A financial contribution (covering additional costs, sorting and repair, express transport, etc.) may be asked of the Supplier. This shall be calculated in proportion to its responsibility after discussion between the Parties (with a minimal administrative charge of CNY400). Non-compliant products/services rejected by PCM may also give rise to the application of penalties as laid down in Article 8.3, after discussion between the Parties.

可以要求供应商提供财务捐助(包括额外费用、分拣和修理、快递运输等)。这个比例计算其责任双方讨论后(最小行政主管CNY400)。

经双方讨论, 博西莫拒绝的不符合规定的产品/服务也可能导致第8.3条规定的处罚。

## ARTICLE 10. TRANSFER OF OWNERSHIP AND RISKS / 所有权和风险的转移

The ownership of Products and Services will be transferred unconditionally to PCM starting from the date of PCM's signature featured on the delivery slip presented by the Supplier.

产品和服务的所有权将从供应商提供的交货单上的博西莫签名之日起无条件地转让给博西莫。

Risks related to the Products shall however lie with the Supplier until unreserved acceptance of the Products by PCM.

然而, 与产品相关的风险应由供应商承担, 直至博西莫无保留地接受产品。

## ARTICLE 11. SUPPLIER'S DECLARATIONS / 供应商的声明

### 11.1. Financial declarations / 财务声明

The Supplier certifies to be in a healthy legal and financial situation, in such a way that PCM has no reason to fear its failure for the duration of this Agreement.

供应商证明处于正常的法律和财务状况, 以便博西莫在本协议期间无理由担心其失败。

The Supplier, for the duration of this Agreement, undertakes to develop and diversify its customer base in such a way as not to be economically dependent on PCM. The Supplier undertakes to inform PCM as soon as the turnover made under this Agreement is equal to or greater than twenty-five percent (25%) of its total turnover. This obligation on the Supplier to provide information is an essential condition of this Agreement.



在本协议期间，供应商承诺以不经济地依赖博西莫的方式开发和多样化其客户群。一旦根据本协议进行的营业额等于或大于其总营业额的百分之二十五（25%），供应商承诺通知博西莫。供应商提供信息的义务是本协议的基本条件。

## 11.2. Ethical declarations / 道德声明

In particular, for production outside France, the Supplier certifies that:

特别是对于法国境外的生产，供应商证明：

- it satisfies all the legal and regulatory obligations in force and applicable to it in the Products' country of manufacture;  
它满足产品所在国家的所有法律和监管义务并适用于该产品；
- it does not knowingly infringe local regulations linked to the environment, except for a formalised action plan validated by the competent authorities;  
除了主管当局确认的正式行动计划外，它不会故意违反与环境相关的当地法规；
- the Products are not the total or partial result of child labour;  
产品不是童工的全部或部分结果；
- the Supplier's employees making the Products are of the legal minimum age to work in the country manufacturing the Products, it being specified that if the legal minimum age is less than fifteen (15) years, or in the absence of a legal minimum, employees must be aged fifteen (15) or more;  
制造产品的供应商员工是在制造产品的国家工作的法定最低年龄，规定如果法定最低年龄少于十五（15）年，或者在没有法定最低标准的情况下，员工必须年满十五（15）岁或以上；
- it does not use illegal or forced labour in any form whatsoever;  
它不以任何形式使用非法或强迫劳动；
- the employees do not suffer physical abuse, the threat of physical abuse, insults or any form of intimidation and are not forced to leave a money deposit or their identify papers with their employer;  
员工不会遭受身体虐待，身体虐待的威胁，侮辱或任何形式的恐吓，并且不会被迫向雇主存入存款或身份证明文件；
- that the Product production plant is secured and offers acceptable sanitary conditions, as does any professional accommodation if provided (the latter must be separated from the production zone and/or logistic zones);  
产品生产工厂是安全的，并提供可接受的卫生条件，如果提供任何专业住宿（后者必须与生产区和/或物流区分开）；
- it respects its obligations in the fight against corruption, both in its name and that of its subcontractors.  
它尊重其在反腐败斗争中的义务，无论是其名义还是其分包商。

## ARTICLE 12. COMPLIANCE WITH LABOR LAW / 遵守劳动法

The Provider guarantees that it complies with the Labor Law governing its activity. It also guarantees that the Supply shall be produced in compliance with applicable labor law in the country in which the Supply is manufactured.

提供者保证其符合管辖其活动的“劳动法”。它还保证供应的生产符合制造供应的国家适用的劳动法。

If the Supply is made in France:

如果供应是在法国制造的：

- the Supplier undertakes to comply with labor legislation relating to the fight against concealed work (articles L. 8222-1 et seq and articles R. 8222-1 et seq of the French Labor Code) and foreign labour (articles L. 8253-1 et seq and L. 8254-1 et seq of the French Labor Code). Depending on whether the Supplier is domiciled in France or abroad, it undertakes to submit to the Buyer, on the date of the Order and in all cases before the start of execution of the Supply then every six (6) months until the end of the execution of the Order, either documents set out in articles D. 8222-5 and D. 8254-1 et seq of the French Labor Code or documents set out in articles D. 8222-7 and 8 and D.8254-3 et seq of the French Labor Code.  
供应商承诺遵守与隐藏工作斗争相关的劳动立法（文章L. 8222-1 et seq和法国劳动法典第R. 8222-1及以下条款）和外国劳工（文章L. 8253-1 et seq和L. 8254-1 et seq of the French Labor Code）。根据供应商是在法国境内还是在海外，它承诺在订单日期以及在开始执行供应之前的所有情况下向买方提交，然后每六（6）个月提交一次，直至供应商。执行该命令，文件D：8222-5和D. 8254-1 et seq of the French Labor Code或文件D.8222-7和8以及D.8254-3 et seq中规定的文件法国劳动法典。
- The Supplier certifies on its honour that the employees involved in the execution of this Agreement are legally employed as set out in the provisions of articles L.3243-2, L.1221-10, L.1221-13 and 1221-15 of the French Labor Code.  
供应商以其荣誉证明参与执行本协议的员工是按照L.3243-2，L.1221-10，L.1221-13和1221-15条款的规定合法雇用的。法国劳动法典。
- In compliance with the provisions of the French Labor Code, the Supplier shall provide PCM with a certificate indicating whether or not it intends, for the execution of this Agreement, to use foreign national employees and, if so, certifying that such employees are authorised to work in France.  
根据法国“劳动法”的规定，供应商应向博西莫提供证明，表明其是否有意执行本协议，以使用外国本国雇员，如果是，则证明此类雇员已获得授权在法国工作。



The Supplier shall be responsible for managing and paying all the staff it uses to execute this Agreement and Orders.  
供应商应负责管理和支付其用于执行本协议和订单的所有员工。

### ARTICLE 13. INTUITU PERSONAE AND SUBSTITUTION / 直通人员和替代人员

This Agreement is governed according to the principle of *intuitu personae* regarding the Supplier, which has been selected for its capability and experience, and in consideration of its person (shareholders and directors).

本协议根据与供应商有关的直通人原则进行管理，该原则是根据其能力和经验以及考虑其人（股东和董事）而选定的。

Accordingly, the Supplier may not assign, subcontract or transfer all or part of its rights and obligations arising out of this Agreement, without prior and written approval from PCM including in the case of a merger, division or partial contribution of assets.

因此，未经博西莫事先书面批准，包括资产合并，分割或部分出资，供应商不得转让，转包或转让本协议产生的全部或部分权利和义务。

In the event of the transfer, even partial of the company or goodwill of the Supplier, PCM shall be justified in obtaining the termination of this Agreement, without compensation or a need to give notice, by registered letter with acknowledgement of receipt.

如果转让，即使是部分公司或供应商的商誉，博西莫也有理由通过挂号信确认收货而无需赔偿或需要发出通知而终止本协议。

In the case of the Supplier taking a direct or indirect stake in rival companies and/or customers of the PCM Group, the latter shall be justified in obtaining immediate termination of this Agreement, without a need to give notice or pay compensation, by registered letter with acknowledgement of receipt.

如果供应商直接或间接持有博西莫集团的竞争对手公司和/或客户，则后者有理由通过挂号信立即终止本协议，无需发出通知或支付赔偿确认收据。

In the case of the occurrence of any of these events, the Supplier undertakes to inform PCM within seven (7) days by registered letter with acknowledgement of receipt. It should then keep PCM informed of any changes in its situation in such a way that PCM is capable of weighing up any risks it may incur by continuing to work with the Supplier.

如果发生任何这些事件，供应商承诺在七（7）天内通过挂号信通知博西莫并确认收货。然后应该让博西莫了解其状况的任何变化，以便博西莫能够通过继续与供应商合作来权衡其可能产生的任何风险。

### ARTICLE 14. CONFIDENTIALITY / 保密条款

The Supplier acknowledges that the nature of the information entrusted to it by PCM for the execution of this Agreement and of the Order affects the strategic interests of PCM. The Supplier also recognises that the safeguarding of its interests is the very essence of its partnership with PCM.

供应商承认，博西莫为执行本协议和订单而委托给它的信息的性质影响了博西莫的战略利益。供应商还认识到保护其利益是其与博西莫合作的本质。

This safeguarding necessarily means upholding the confidentiality of information communicated to it by PCM for the execution of this Agreement and of the Order.

这种保护措施必然意味着维护博西莫为执行本协议和订单而向其传达的信息的机密性。

The Supplier shall refrain from disclosing to third parties any information relating to PCM or its activities that would not be public knowledge that it learns or receives through its relationship with PCM and the execution of this Agreement and Orders.

供应商应避免向第三方披露与博西莫或其活动有关的任何信息，这些信息与其通过与博西莫的关系以及本协议和订单的执行而学习或收到的公众不了解。

Similarly, the Supplier agrees to maintain the strictest confidentiality on the existence and the provisions of this Agreement and of the Orders.

同样，供应商同意对本协议和订单的存在和规定保持最严格的机密性。

Consequently, for the duration of this Agreement and of the Orders and for the five (5) years following their termination, unless compelled for legal or administrative purposes, it shall refrain from revealing to anyone or communicating to anyone unless it has prior written authorisation from PCM.

因此，在本协议和订单期间以及订单终止后的五（5）年内，除非出于法律或行政目的，否则除非事先获得书面授权，否则不得泄露任何人或与任何人与博西莫的沟通。（按照中国法律法规，保密义务可以约定是终身，如：保密义务不随本协议终止而终止。）

This communicated information shall remain the exclusive property of PCM.  
此传达的信息仍然是博西莫的专有财产。

At the expiry of this Agreement or of each Order, for whatever reason, the Supplier shall return to PCM all documents in its possession relating to this Agreement and to the Orders upon immediate request from PCM.

在本协议或每份订单到期时，无论出于何种原因，供应商应立即向博西莫返还与本协议有关的所有文件，并在博西莫立即要求时将订单退还给订单。

The Supplier shall thus be held responsible for any undue disclosure of Confidential Information to a third party by its employees, suppliers, providers or subcontractors. Moreover, the Supplier shall immediately take corrective action against any supplier employee who breaches the confidentiality obligations stated herein.

因此，供应商应对其员工，供应商，提供商或分包商向第三方不当披露保密信息负责。此外，供应商应立即对违反此处所述保密义务的供应商员工采取纠正措施。

## ARTICLE 15. INTELLECTUAL PROPERTY AND NON-COMPETITION / 知识产权与非竞争条款

### 15.1. Specific products / 具体产品

PCM remains the sole owner of all intellectual and industrial property rights attached to the Specific Products it has created and/or developed and to the products on which it owns intellectual and industrial property rights, the production of all or part of which it entrusts to the Supplier.

博西莫仍然是其创建和/或开发的特定产品所附带的所有知识产权和工业产权的唯一所有者，以及其拥有知识产权和工业产权的产品，其所拥有的全部或部分产品的生产供应商。

PCM shall also and automatically acquire, as and when this Agreement and Orders are executed, all intellectual and industrial property rights attached to the Specific Products created and developed directly or indirectly by the Supplier for PCM only and, as such, exclusively, without the payment of additional remuneration to that provided for in Article 8. This transfer is agreed by the Supplier on all inventions, patents, designs and models, know-how, brands, whether filed or in the process of filing, all copyright such as reproduction, representation and adaptation rights, for the whole legal term of copyright, if applicable, for the whole world; on all media (paper, IT file, digital, magnetic, etc. and in particular in the form of source and binary codes and related documentation if it is software) by all known or future means. The Supplier undertakes to obtain prior transfer of rights from its employees needed to ensure compliance with the commitments made within the framework of this Agreement and supply all documents needed to confirm that transfer before any organisation or third parties.

在本协议和订单执行时，博西莫还应自动获取由供应商仅为博西莫直接或间接创建和开发的特定产品所附带的所有知识产权和工业产权，因此，仅在没有付款的情况下第8条规定的额外报酬。该转让由供应商就所有发明，专利，设计和模型，技术诀窍，品牌，无论是提交还是在提交过程中达成一致，所有版权，如复制，陈述和适应权，适用于整个世界的版权法律条款（如果适用）；通过所有已知或未来的方式在所有媒体（纸张，IT文件，数字，磁性等，特别是源和二进制代码及相关文档，如果它是软件）的形式。供应商承诺事先从其员工转移权利，以确保遵守在本协议框架内作出的承诺，并提供在任何组织或第三方之前确认转移所需的所有文件。

The Supplier guarantees undisturbed enjoyment of intellectual and industrial property rights pursuant to Article 15.1 hereto and declares that these rights do not affect those of third parties. The Supplier shall guarantee and compensate PCM in the event of legal action by any third party in connection with intellectual property rights pursuant to Article 15.1 hereto, including reasonable legal costs.

供应商保证根据本协议第15.1条不受干扰地享受知识产权和工业产权，并声明这些权利不会影响第三方的权利。如果任何第三方根据本协议第15.1条对知识产权采取法律行动，供应商应保证并赔偿博西莫，包括合理的法律费用。

In cases where execution of this Agreement or of the Order would incur the possible filing of a patent, PCM shall be the only one qualified to perform such a filing, at its initiative and at its own expense.

如果执行本协议或订单将导致可能提交专利，则博西莫应是唯一有资格进行此类备案的人，其主动和自费。

The Supplier undertakes not to make and/or market or have made and/or marketed on its behalf or that of a third party any Specific Products unless it has obtained express prior and written approval from PCM.

除非事先得到博西莫的事先书面许可，否则供应商承诺不代表或/或向第三方或任何特定产品制造和/或销售和/或销售任何特定产品。

### 15.2. Standard products / 标准产品

The Supplier remains the sole owner of all intellectual and property rights attached to Standard Products.

供应商仍然是标准产品附带的所有知识产权和产权的唯一所有者。

The Supplier formally guarantees PCM against any disorder, complaint, eviction or claim regarding intellectual property rights attached to Standard Products. In this hypothesis, the Supplier shall cover all legal costs and all damages to which PCM could be

sentenced in court or any other compensation that it could be led to pay, particularly within the framework of a transaction or mediation related to contentious Standard Products.

供应商正式保证博西莫不受任何有关标准产品附带的知识产权的混乱，投诉，驱逐或索赔的影响。在此假设中，供应商应承担所有法律费用以及博西莫可能在法庭上被判刑的所有损害赔偿或任何其他可能导致支付的赔偿，特别是在与争议标准产品相关的交易或调解框架内。

In the event of action taken by a third party regarding intellectual property rights attached to Standard Products, the Supplier shall undertake to obtain for PCM the right to continue to use the Standard Products without generating any kind of additional costs for PCM.

如果第三方对标准产品附带的知识产权采取行动，供应商应承诺获得博西莫继续使用标准产品的权利，而不会产生任何类型的博西莫额外费用。

If the third party wins the case, the Supplier shall, at its own expense and within the shortest possible time, without prejudice to reparation of the damage suffered by PCM due to this, either:

如果第三方胜诉，供应商应自费并在尽可能短的时间内，在不损害博西莫因此造成的损害赔偿的情况下：

- obtain the right for PCM to continue to use Standard Products;  
获得博西莫继续使用标准产品的权利;
- modify Standard Products by replacing the infringed element by an equivalent non-infringed element;  
通过用等效的非侵权元素替换被侵权元素来修改标准产品;
- completely replace the infringed Standard Products.  
完全替换被侵权的标准产品。

This guarantee shall remain in force for a period equal to the duration of the protection of intellectual and industrial property rights, namely copyright.

该保证应在与知识产权和工业产权保护期限（即版权）相同的期限内有效。

In such a case, PCM may nevertheless terminate this Agreement, without prejudice to any damages that it could claim from the Supplier due to the loss suffered.

在这种情况下，博西莫可以终止本协议，但不影响因损失而可能向供应商索赔的任何损害。

## ARTICLE 16. INTERLOCUTORS / 代理人

The Supplier shall designate a permanent manager in charge of overseeing the smooth running of this Agreement.

This interlocutor shall track the setting up of the agreement, any possible developments, propose solutions or corrective actions in cases of non-compliance and ensure coordination with PCM on collaboration conditions.

供应商应指定一名负责监督本协议顺利进行的常任经理。

该对话者应跟踪协议的建立，任何可能的发展，在违规情况下提出解决方案或纠正措施，并确保在协作条件下与博西莫协调。

## ARTICLE 17. SUBCONTRACTING / 分包

The Supplier shall refrain from subcontracting to a third party all or part of the supply of Products entrusted to it through this Agreement without prior, written and formal consent from PCM, which PCM is entitled to refuse.

未经博西莫事先书面和正式同意，供应商应避免将通过本协议委托给它的全部或部分产品分包给第三方，博西莫有权拒绝。

In all cases, the Supplier shall remain personally responsible for the perfect execution of this Agreement for the parts it shall have subcontracted.

在任何情况下，供应商应对其应分包的部件的本协议的完美执行承担个人责任。

In the hypothesis of a subcontracting accepted by PCM according the terms indicated above, the performance of the part(s) of this Agreement entrusted to third parties shall be conducted under the entire responsibility of the Supplier, in terms of the quality of the Products and compliance with deadlines, which shall guarantee PCM compliance with all the obligations set out in this Agreement.

在博西莫根据上述条款接受的分包合同假设中，委托给第三方的本协议部分的履行应在供应商的全部责任下进行，产品质量和遵守最后期限，这将保证博西莫遵守本协议中规定的所有义务。

## ARTICLE 18. PERFORMANCE / 执行情况

### 18.1. Supply Chain performance / 供应链绩效

PCM measures Supply Chain performance mainly by the Supplier's satisfaction rate. The satisfaction rate measures the Supplier's ability to comply with the initial request made by the PCM in comparison with the delivery date of the whole order.

博西莫主要通过供应商的满意率来衡量供应链绩效。满意率衡量供应商是否有能力遵守博西莫与整个订单交货日期相比的初始要求。

The satisfaction rate (quantity and lead time) is measured monthly and calculated as follows:

满意率（数量和交货期）每月测量并计算如下：

- lead time (negotiated incoterm): effective date of delivery compared with the contractual date laid down in the Order  
交货期（协商的国际贸易术语）：交货的生效日期与订单中规定的合同日期相比
- quantity: quantity delivered compared to the contractual quantity laid down in the Order  
数量：交付数量与订单中规定的合同数量相比
- satisfaction rate = Lead time and Quantity  
满意率 = 交货期和数量

In the case of an annual objective defined between PCM and the Supplier, the Supplier commits to reaching the annual objective and steering through possible action plans to achieve it. For the application of this article, it is specified that the Products rejected by PCM due to non-compliance are considered as non-delivered.

如果博西莫和供应商之间确定了年度目标，则供应商承诺达到年度目标并指导可能的行动计划以实现目标。对于本文的应用，规定由于不合规而被博西莫拒绝的产品被视为未交付。

### 18.2. Quality performance / 品质表现

#### 18.2.1. General comments / 普通的留言

The Supplier must perform all necessary controls to ensure product quality. It undertakes to alert PCM of any quality variations. Unless prior approval is given by PCM, no features of the Products (reference, design, production process, presentation, material, packaging, etc.) may be modified during serial production.

供应商必须执行所有必要的控制以确保产品质量。它承诺提醒博西莫任何质量变化。

除非事先得到博西莫的批准，否则在批量生产过程中不得修改产品的功能（参考，设计，生产过程，介绍，材料，包装等）。

#### 18.2.2. Traceability / 可追溯性

##### a. Description of traceability / 可追溯性描述

The traceability requested by PCM is formalised in the following manner:

博西莫要求的可追溯性通过以下方式形式化：

- either by the item code ending with the letter T (e.g. N103273014T)  
或以字母T结尾的商品代码（例如N103273014T）
- or by the "Specificity" field completed by the wording "Traceability"  
或通过“可追溯性”措辞完成的“特殊性”字段
- or by the specifications indicated on the Order, completed "Spec number" field  
或按订单上指明的规格，填写“规格编号”字段
- or by a detailed request on the Order.  
或通过订单的详细要求。

In the case of traceability, the supply of a 3.1 certificate following NF EN 10204 is necessary.

在可追溯性的情况下，必须提供符合NF EN 10204的3.1证书。

This traceability is implemented by specific marking (if technically possible) performed by the Supplier on each part and each related packaging as requested in the Order, on the plan or in the specifications. This list prioritises the documents. If there is no indication on the marking in the previously mentioned documents, the Supplier must apply the following rule for marking:

PCM item code + PCM Order number + Increment number (001 to 00x, "x" being the quantity ordered).

这种可追溯性是通过供应商在订单，计划或规格中要求的每个部件和每个相关包装上执行的特定标记（如果技术上可行）来实现的。此列表优先处理文档。如果前面提到的文件中没有关于标记的指示，则供应商必须应用以下标记规则：

博西莫料号+ 博西莫订单号+增量编号（001到00x，“x”是订购数量）。



The Supplier must be able to provide PCM, at first request, with the traceability required and, if necessary, adapt its organisation.  
供应商必须能够在第一次请求时提供所需的可追溯性，并在必要时调整其组织。

#### b. Communication of traceability certificates / 可追溯性证书的通信

Documentation must be communicated in 2 copies to PCM as follows:

文件必须以2份形式传送给博西莫，具体如下：

- one copy by email: the subject of the email should include the following elements  
通过电子邮件将一份副本发送至以下地址：pcmsuquality@pcm.eu：电子邮件的主题应包括以下内容
  - o PCM order number - Supplier delivery slip number - PCM item code number  
博西莫订单号 - 供应商交货单号 - 博西莫料号
  - o the material batch number must also be added in the case of raw materials (bars, tubes, plate, UPN, casting, chemical products, etc.).  
在原材料（棒材，管材，板材，UPN，铸造，化学产品等）的情况下，还必须添加材料批号。
- AND a hard copy version with the delivery slip when needed.  
货物交付时带有送货单的硬拷贝版本。

#### 18.2.3. Quality control at the Supplier's plant / 供应商工厂的质量控制

PCM or any other company assigned by it may check quality through sampling, during production or before shipping of the Products.  
If the Checked products are found to be non-compliant, PCM may ask the Supplier to ensure their compliance.

博西莫或其指定的任何其他公司可以通过抽样，生产期间或产品运输前检查质量。如果发现产品不合规，博西莫可能会要求供应商确保其符合要求。

The Supplier cannot refuse PCM, or a company assigned by it, to conduct a verification during production or prior to shipping the Products. Delivery times as set out in article 9.1 may not be extended due to this control.

供应商不得拒绝博西莫或其指定的公司在生产过程中或产品发货前进行验证。由于这种控制，第9.1条规定的交货时间可能不会延长。

PCM shall pay for the quality controls and any travel costs for the initial quality control. If PCM or a company assigned by it were required to make an additional control due to non-compliant products, the Supplier shall cover all related expenses.

博西莫应支付质量控制和初始质量控制的任何差旅费用。如果博西莫或其指定的公司因不合规产品而需要进行额外控制，则供应商应承担所有相关费用。

#### 18.2.4. Supplier audit / 供应商审核

PCM or a company assigned by it may, at any time, perform an audit of the system/process/product at the Supplier's premises to ensure that the production of Products is performed by the Supplier in compliance with the provisions of this Agreement and Order. PCM must however give ten (10) working days' notice prior to the start of the audit.

博西莫或其指定的公司可以随时在供应商的场所对系统/过程/产品进行审核，以确保供应商按照本协议和订单的规定执行产品生产。但是，博西莫必须在审核开始前提前十（10）个工作日通知。。

The Supplier shall fully cooperate with these audits.

供应商应完全配合这些审核。

After an audit, PCM or any company assigned by it shall submit to the Supplier an audit report precisely indicating any potential shortcomings observed, corrective action to be set up, where appropriate, as well as implementation deadlines. Unless the Supplier responds within eight (8) days starting from reception by the Supplier, the aforementioned audit shall be considered as accepted in its entirety by the Supplier. If the Supplier fails to take corrective measures within the set deadlines, PCM shall be entitled to terminate this Agreement by registered letter with acknowledgement of receipt, without prejudice to any damages PCM could claim.

在审核之后，博西莫或由其指定的任何公司应向供应商提交一份审核报告，准确指出所观察到的任何潜在缺陷，在适当情况下建立纠正措施以及实施截止日期。除非供应商在收到供应商接收后的八（8）天内回复，否则上述审核应视为供应商完全接受。如果供应商未能在规定的期限内采取纠正措施，博西莫有权以挂号信的方式终止本协议并确认收货，但不影响博西莫可能要求的任何损害。

### 18.3. Supplier assessment / 供应商评估

The supplier is evaluated annually: score of A / B / C / D is communicated together with an action plan request or indication of areas of progress if necessary.

每年评估供应商：A / B / C / D 的分数与行动计划请求一起传达，或在必要时指示进展区域。

## ARTICLE 19. LOAN OF TOOLS AND MOULDS / 工具和模具的借款

PCM may be led to make available to and deposit with the Supplier tools and moulds.

可以引导博西莫向供应商工具和模具提供和存放。

In this case:

在这种情况下：

- The Supplier recognises having received such tools and moulds in good working order;  
供应商认可已收到良好工作状态的工具和模具;
- The Supplier undertakes to use tools and moulds for the exclusive benefit of PCM;  
供应商承诺使用工具和模具专用于博西莫;
- Any damage to the Tools requiring maintenance action shall be reported by the Supplier to PCM with all supporting evidence; maintenance actions shall be anticipated to avoid any late and/or non-compliant delivery;  
供应商向博西莫报告任何需要维护行动的工具损坏，并提供所有支持证据;应预期维护行动，以避免任何延迟和/或不合规的交付;
- Tools and moulds remain the full property of PCM; should the Supplier be subject to an administration order or liquidation, PCM's ownership rights over these tools and moulds shall not be affected and PCM may not be deprived of its right to dispose of the Tools and Moulds as it wishes;  
工具和模具仍然是博西莫的全部特性;如果供应商受到管理命令或清算，博西莫对这些工具和模具的所有权不受影响，博西莫不得被剥夺其按照自己的意愿处置工具和模具的权利;
- PCM reserves the right to recover the tools and moulds at any time and the Supplier may not, under any circumstances, be entitled to oppose such a recovery. The Supplier undertakes to return the tools and moulds in the same condition as it received them. ;  
博西莫保留随时收回工具和模具的权利，供应商在任何情况下都不得有权反对此类复原。供应商承诺以与收到的相同的条件退回工具和模具。;
- The legal custody of tools and moulds is entrusted to the Supplier which accepts the obligations of all custodians  
工具和模具的合法保管委托给供应商，供应商接受所有保管人的义务

Risks of loss or deterioration attached to the tools and moulds as well as any financial consequences of damage of any nature that such tools and moulds may be likely to cause are transferred by this Agreement to the supplier, on the date on which the tools and moulds shall be delivered to the Supplier.

工具和模具附带的损失或变质风险以及此类工具和模具可能造成的任何性质损害的任何财务后果均由本协议转让给供应商，在工具和模具生效之日应交付给供应商。

## ARTICLE 20. WARRANTY AND SUPPLIER'S LIABILITY / 担保和供应商的责任

### 20.1. Product warranty / 产品质量保证

The Supplier guarantees that the Products comply with the specifications and requirements agreed in the Order, that they are adapted to the specific destinations expected by PCM, have no design fault, no material fault and production fault, fully satisfy the requirements expected by PCM and meet all legal requirements and applicable standards, especially in terms of safety.

供应商保证产品符合订单中约定的规格和要求，适应博西莫预期的特定目的地，无设计缺陷，无材料故障和生产故障，完全满足博西莫预期的要求并满足要求所有法律要求和适用标准，特别是在安全方面。

Unless otherwise stipulated in the Order, the Supplier guarantees the Products and their expected outcome for a period of two (2) years, starting from their delivery date. Complaints made under the terms of this warranty shall suspend the warranty period until repair of the defect by the Supplier and the warranty period shall be extended by the equivalent repair time.

除非订单中另有规定，否则供应商保证产品及其预期结果为期两（2）年，从交货日期开始。根据本保修条款提出的投诉应暂停保修期，直至供应商修理缺陷并且保修期延长了相当的维修时间。

Warranty covers parts, labour, transport and travel expenses. It also includes dismantling, handling, customs and part re-assembly costs and for Works, demolition and repeat performance of the Works. This warranty clause does not prejudice the reparation of any damages caused to the Buyer.

保修涵盖零件，人工，运输和差旅费用。它还包括拆除，处理，海关和零件重新组装成本以及工程的拆除和重复执行。本保修条款不影响对买方造成的任何损害的赔偿。



Unless otherwise agreed between the Parties, any replacements or repairs of the Supply in respect of the guarantees provided by this Article must be performed within a maximum period of forty-five (45) days starting from the written notification by the Buyer of the defect or malfunction.

除非双方另有协议，否则本条规定的保证对供应品的任何更换或修理必须在买方书面通知缺陷后的最长四十五（45）天内进行，或者故障。

Unless otherwise agreed between the Parties, during the warranty period, the Supplier undertakes to intervene at the PCM site free of charge within two (2) days in order to repair within five (5) days, starting from written notification by the Buyer.

除非双方另有协议，否则在保修期内，供应商承诺在两（2）天内免费干预博西莫现场，以便在买方书面通知的五（5）天内进行维修。

Any replaced or repaired product or any corrected service shall be guaranteed, under the same conditions as above, until expiry of the warranty period and at least for a period of six (6) months starting from the intervention date. Should the Supplier not execute its warranty obligation, the Buyer reserves the right to perform or have performed by third parties any work required, at the Supplier's expense.

在保修期届满之前，至少从干预日期起六（6）个月内，任何更换或修理的产品或任如果供应商未履行其保修义务，买方保留履行或由第三方执行任何所需工作的权利，费用由供应商承担。

## 20.2. Supplier's liability and insurance / 供应商的责任和保险

The Supplier shall be responsible for a direct, indirect, incidental, special and consequential damage, which includes the shortfall suffered by PCM due to late deliveries, defective Products or any other shortcomings of the Supplier in the execution of the Order.

供应商应对直接，间接，偶然，特殊和后果性损害负责，其中包括由于延迟交付，有缺陷的产品或供应商在执行订单时的任何其他缺点而导致的博西莫损失。

In any case, no inspections, approvals or acceptance of the Products shall constitute a release Supplier from its liability for damages, defects or other shortcomings to satisfy the terms of the Order.

在任何情况下，对产品的检查，批准或接受不构成发布供应商免除其对损害，缺陷或其他缺陷的责任，以满足订单的条款。

The Supplier must take out and maintain, for the term of this Agreement and Order, all insurance policies needed to cover civil liability risks related to the execution of this Agreement and Order and aimed at covering bodily, material and intangible damage, consecutive or not, that may be caused by the Products.

在本协议和订单的有效期内，供应商必须采取和维护所有保险政策，以涵盖与执行本协议和订单相关的民事责任风险，旨在涵盖连续或不连续的身体，物质和无形损害，这可能是由产品引起的。

With the first order, the Supplier must send to PCM all insurance certificates proofs of its satisfied the terms of this Agreement.

在第一个订单中，供应商必须向博西莫发送所有保险凭证，证明其满足本协议的条款。

In addition, the Supplier must produce annually, as long as its contractual obligations remain, all policy renewal certificates until their maturity. In case of insufficient coverage, the Buyer is entitled to demand that the Supplier takes out additional insurance cover.

此外，只要合同义务仍然存在，供应商必须每年生产所有保单更新证书，直至其到期。如果保险范围不足，买方有权要求供应商购买额外的保险。

It is specified that sub-limitations and excesses contained in insurance policies taken out by the Supplier may not be claimed from the Buyer.

规定供应商取得的保险单中包含的子限制和过度行为可能不会向买方索赔。

Neither the submission of insurance certificates by the Supplier nor the content of insurance policies taken out shall constitute any limit of the Supplier's liability.

供应商提交保险凭证和取出的保险单内容均不构成供应商责任的任何限制。

## 20.3. Product end-of-life / 产品报废

The Supplier undertakes to deliver Products, their parts or components for repair, maintenance or development for the scheduled duration of the Order, including the warranty period, and also undertakes to ensure that their production and distribution are not interrupted for 5 years after the last delivery date.

供应商承诺在订单的预定期限（包括保修期）内交付产品，其零件或组件进行维修，维护或开发，并承诺确保其生产和分销在最后交付后的5年内不会中断日期。

Should the Supplier decide to terminate production of all or part of the Products, the Supplier must inform PCM at least six (6) months before the effective end of life of the Products so that PCM can place complementary orders and/or search for a replacement supplier or replacement products. In this respect the Supplier shall assist PCM in its search for a replacement supplier or replacement products.

如果供应商决定终止全部或部分产品的生产，供应商必须在产品有效使用寿命结束前至少六（6）个月通知博西莫，以便博西莫可以发出补充订单和/或寻找替代品供应商或替代产品。在这方面，供应商应协助博西莫寻找替代供应商或替代产品。

#### **20.4. Supplier's liability in the case of a breach of economic sanctions or any other export control / 供应商在违反经济制裁或任何其他出口管制的情况下的责任**

In all cases, no inspections, approvals or acceptance of products can exonerate the Supplier from its liability for breaches of international or national economic sanctions and export control regulations.

在任何情况下，对产品的检查，批准或接受都不能免除供应商对违反国际或国家经济制裁和出口管制法规的责任。

PCM reserves the right to demand reparation from the Supplier in the case of a breach in the provisions listed above, in the case of a fault.

如果发生故障，如果违反上述规定，博西莫保留要求供应商赔偿的权利。

### **ARTICLE 21. CANCELLATION OF AN ORDER / 取消命令**

#### **21.1. For a breach by a party of its obligations / 对于一方违反其义务**

In the case of a breach by either of the Parties of one of its obligations laid down in an Order and continuing for a period of fifteen (15) days starting from the receipt of a registered letter stating the breach(es), the non-defaulting Party may be entitled to cancel the Order, without prejudice to the damages it may claim as reparation of the loss suffered from the said contractual breaches.

如果任何一方违反其在订单中规定的一项义务，并且在收到注明违约的注册信件后持续十五（15）天，则非违约方可能有权取消该命令，但不影响其可能要求赔偿所述合同违约所遭受的损失的危害赔偿。

In cases of cancellation of the Order by the Buyer due to the fault of the Supplier, the Buyer reserves the right to execute or have executed all or part of the Order at the Supplier's expense. In this respect, the Supplier undertakes, by request of the Buyer, to communicate to the latter or to any third party designated by the latter any information needed to cancel the Supply.

如果由于供应商的过错而导致买方取消订单，买方保留执行或已执行全部或部分订单的权利，费用由供应商承担。在这方面，供应商应买方的要求，承诺向后者或后者指定的任何第三方通知取消供应所需的任何信息。

#### **21.2. For convenience / 为了方便**

PCM may cancel an Order, fully or partly, subject to giving a thirty (30) day notice by registered letter with acknowledgement of receipt to the Supplier and paying for any Products delivered as of the date of notice that have been accepted by PCM as conforming products.

博西莫可以全部或部分取消订单，但须通过挂号信给予供应商三十（30）天通知，并确认收到供应商，并支付自通知之日起已被博西莫接受为符合的任何产品。

#### **21.3. In all cases of termination / 在所有终止的情况下**

The Supplier must return at its expense and within a week to the Buyer all Entrusted Goods and Documentation still in its possession. Supplier must within a week return to the Buyer all entrusted goods and documents still in its possession.

Each Party shall be required to comply with its contractual obligations until the effective termination date, without prejudice to any damages that the complainant may obtain due to non-execution, by the defaulting Party of its obligations contained in contractual documents.

在违反合同文件中规定的义务的情况下，各方应被要求遵守其合同义务，直至有效终止日期，但不影响投诉人因不执行而可能获得的任何损害。

In addition, if the Supplier is the single source for the Buyer, the latter may postpone the effective date of termination until the implementation of an alternative source, in which case, the Supplier undertakes to execute the Orders under contractual conditions.

此外，如果供应商是买方的单一来源，后者可以推迟终止生效日期，直到实施替代来源，在这种情况下，供应商承诺在合同条件下执行订单。

## ARTICLE 22. UNFORESEEN EVENTS AND FORCE MAJEURE / 未知事件和不可抗力

### 22.1. Unforeseen events clause / 不可预见的事件条款

In the case of the occurrence of an event outside the control of the parties and compromising the balance of the contract to such a point as to make the execution of its obligations damageable to one of the parties, the parties agree to negotiate in good faith to modify the Order. The following events would be covered by this: variation of the price of raw materials, modification of customs duties, modification of exchange rates, a change in the law. In the case of a failure of negotiations, the parties agree to call on a mediator appointed by them or a conciliation arbitrated by the President of the competent Commercial Court.

如果事件发生在当事人控制范围之外并且损害合同的平衡以使其履行其义务对一方当事人造成损害, 则双方同意本着诚意进行谈判修改订单。以下事件将包括在内: 原材料价格的变化, 关税的修改, 汇率的修改, 法律的变化。如果谈判失败, 双方同意请求由他们任命的调解员或由商业主管法院院长仲裁的调解员。

### 22.2. Force majeure / 不可抗力

None of the parties to this contract may be held liable for any delay or failure to execute one of their obligations under the contract if such a delay or failure is directly or indirectly caused by a case of *force majeure*, understood here in the broad sense of French case law such as: occurrence of a natural disaster; earthquake, storm, fire, flooding, etc.; conflict, war, attacks, labour conflict, total or partial strike at the Supplier's, Customer's or suppliers, subcontractors, service providers, carriers, postal services, public services, etc.; imperative injunction by the public authorities (ban on importing, embargo); operating accidents, machine breakage, explosion.

如果因不可抗力事件直接或间接导致此类延迟或失败, 本合同的任何一方均不对延迟或未能履行合同规定的义务承担责任。法国判例法如: 发生自然灾害;地震, 风暴, 火灾, 洪水等;冲突, 战争, 攻击, 劳资冲突, 供应商, 客户或供应商, 分包商, 服务提供商, 承运商, 邮政服务, 公共服务等的全部或部分罢工;公共当局强制禁令(禁止进口, 禁运);操作事故, 机器破损, 爆炸。

Each party shall keep the other informed, immediately, of the occurrence of a case of *force majeure* of which it is aware and which, in its opinion, is likely to affect the execution of the contract. The parties must work together as soon as possible to examine, in good faith, the consequences of the force majeure and agree together on the measures to be taken.

各方应立即通知另一方其发现的不可抗力事件, 并且认为该事件可能会影响合同的执行。各方必须尽快合作, 真诚地审查不可抗力的后果, 并就应采取的措施达成一致。

## ARTICLE 23. MISCELLANEOUS PROVISIONS / 其他规定

### 23.1. Transfer of the contract / 转让合同

PCM will be entitled to freely transfer or transmit, at any time, all or part of its rights and obligations under this Agreement or any resulting advantage or interest to its subsidiaries, affiliate companies or member of the same group or to any company directly or indirectly controlled by PCM, without prior agreement from the other party to this contract and namely in the case of merger, demerger, absorption, partial contribution of assets, sale.

博西莫有权随时自由转让或传输本协议项下的全部或部分权利和义务, 或其子公司, 关联公司或同一集团成员或任何公司的直接或间接利益或利益由博西莫控制, 未经本合同另一方事先同意, 即在合并, 分拆, 吸收, 资产部分出资, 销售的情况下。

### 23.2. Amendments / 修订

This Agreement may not be amended and/or waived in any way by the Parties, except in a writing executed by the Parties.

除缔约双方签署的书面形式外, 双方不得以任何方式修改和/或放弃本协议。

### 23.3. Entirety / 整体

This Agreement and any appendices and amendments signed in compliance with the provisions of this Agreement represent the entirety of the agreement between the Parties and replace all prior discussions, negotiations and agreements between them, as to the purpose of this Agreement. Consequently, the Parties shall not be bound by the terms, conditions, guarantees or declarations contained in the documents other than this Agreement and its possible appendices and amendments signed in compliance with the provisions of this Agreement.

本协议以及根据本协议条款签署的任何附录和修订均代表双方之间的协议的全部内容, 并取代之前所有关于本协议目的的讨论, 谈判和协议。因此, 双方不受本协议以外的文件中包含的条款, 条件, 保证或声明以及根据本协议条款签署的可能的附录和修订的约束。

### 23.4. Titles / 标题

The titles of the articles of this Agreement should allow the identification of the said Articles. If there is a difficulty of interpretation between any of the titles heading each article and of any of the articles, the titles shall be declared non-existent.

本协议条款的标题应允许识别上述条款。如果对每篇文章和任何条款的任何标题之间存在解释上的困难，则应声明标题不存在。

### 23.5. Contractual autonomy / 契约自治

The invalidity or unenforceability of any of the provisions of this Agreement shall not impose the invalidity of any other provisions which retain all their force and scope.

本协议任何条款的无效或不可执行不得强制保留其所有力量和范围的任何其他条款无效。

However, Parties may, by common agreement, agree to replace the invalid stipulation(s).

但是，缔约方可以通过共同协议同意替换无效的规定。

### 23.6. Waiver / 放弃

If a Party does not exercise a right set out in this Agreement, it will not be considered to have waived it, unless specifically stated in writing by the Parties.

如果一方未行使本协议中规定的权利，则不会被视为放弃该协议，除非双方书面明确说明。

### 23.7. Appendices / 附录

Appendices and the preamble to this Agreement are an integral part of this Agreement and have a mandatory character in the same way as the Agreement itself.

附录和本协议的序言是本协议的组成部分，具有与协议本身相同的强制性。

## ARTICLE 24. APPLICABLE LAW AND COMPETENT COURT / 适用法律和主管法院

This agreement is governed by the law of the place where the agreement is signed or where the agreement is performed. By mutual agreement, the Parties may agree to resort to the use of mediation before referral to the Court.

本协议受协议签约地或协议履行地法律管辖。经双方同意，双方可以同意在提交法院之前诉诸调解。

Both parties expressly agree that if the two parties cannot reach an agreement, either party may bring a lawsuit to the Shanghai Changning District People's Court.

双方明确同意，如双方不能达成一致，任何一方均可以向上海市长宁区法院提起诉讼。

## **APPENDIX 1 - PURCHASE ORDER & ACKNOWLEDGEMENT OF RECEIPT OF ORDER TEMPLATE / 附录 1-购买订单及订单确认的样本**

PURCHASE ORDER TEMPLATE 订单样本

[illegible]



## APPENDIX 2 - EXAMPLE OF AN ACKNOWLEDGED RECEIPT OF ORDER 订单确认样本

~~XXXX (China) Power Transmission Co., Ltd.~~Reminder of PCM Order  
博西莫订单号码

XXXX (China) Power Transmission Co., Ltd.

No. 510 Changyang Street, Suzhou Industrial Park 215026, Jiangsu, P.R. China

## Order Confirmation

Number/Date 302739276/2019/10/21  
 Purchase Order No. 2019-07-1517-949/PCM  
 2008014  
 Purchase Order Date 2019/10/21  
 Customer Account No. 930011283  
 Field representative Xaatchina  
 Contact Chen Qijun

215021  
 江苏 吴江  
 平望镇中法工业集中区 12-13号  
 博西莫泵业(苏州)有限公司

## Ship-to address

215021  
 江苏 吴江  
 平望镇中法工业集中区 12-13号  
 博西莫泵业(苏州)有限公司

Item	Description	Material	Qty	Total
100	SK973.1F VL-100LP/4 CUS TW			
	Product Name	Helical Gearmotor		
	Motor Type	CUS		
	Motor Speed	1,770 1/min		
	Ratio	59.91		
	Output Speed	30.000 1/min		
	Service Factor	4.50		
	Output Torque M2 (Nm)	711.00		
	Motor Power (KW)	2.200		
	Voltage (V)	230/460		
	Frequency (Hz)	60		
	Efficiency Class	Premium NFF acc. to NEMA		
	Life Cycle	S1		
	Motor Enclosure Type	IP55		
	Insulation Class	F		
	Rated Current Low Volt (A)	7.65		
	Rated Current High Volt (A)	3.84		
	Power Factor 1	0.79		
	Environmental temp. motor	40°C		
	Gearbox Mounting Position	M1		
	Housing Type	B5 Flange		
	Bearing design	Heavy Duty Bearings (VL)		
	Output Shaft Dimensions	60X120		
	Shaft Material	1.7225 / 42CrMo4 / AISI 4140		
	Flange Diameter (mm)	450		
	Breather	Autovent		
	Motor Temperature Protection	Thermotek		
	Motor Connection	Star; High Voltage		
	Terminal Box Position	2/1		
	Lubricant Type	ISO VG 220 mineral oil		
	Lubricant	CLP 220		
	Quantity Lubricant(l)	7.450		
	Paint Option	Without paint		
	China Energy Label CML	China Energy Label CML		
	CE Logo	Yes		
	CCC Logo	No		
	Separate part	China Energy Label CML		
	Weight	approx. 147 KG / PC		
	Net Price			
	Delivery Date.	approx. 2019/11/13		

Confirmation of  
quantities 数量确认Confirmation of technical  
data 技术参数确认Confirmation of  
prices 单价确认Confirmation of  
delivery times 交货时间确认

Total amount CNY  
 Value-added tax 13.00 %  
 Total value incl. VAT

We acknowledge your order with thanks.

We deliver according to the following conditions:

Terms of payment Within 30 days without deduction

Terms of delivery DDP Shanghai according to Incoterms 2010  
 including packaging

Confirmation of  
sales conditions  
交易条件确认Confirmation of total  
price 总价确认