



# 北京奔驰非生产采购通用条款

## BBAC Non-Productive Material General Terms and Conditions

### 1. 陈述和保证

#### Representations and Warranties

#### 1.1. 北京奔驰汽车有限公司(“北京奔驰”)与供应商在此向对方陈述并保证如下:

BBAC and Supplier hereby represent and warrant to each other that:

- a) 其是一家根据其注册地法律合法成立并有效存续的公司或其他组织;  
it is a company or other organization duly registered and validly existing under the laws of the jurisdiction where it is registered;
- b) 其是一个独立的法律实体, 能够提起诉讼、被诉并可与其它任何方建立有约束力的合同关系;  
it is an independent legal entity capable of suing, being sued and entering into contractual relationship binding on itself with any other party;
- c) 其已完成或取得签署和履行采购协议所有必要的和适用的公司内部授权程序、政府许可和批准或第三方同意(特别是, 供应商具备中国法律法规要求的符合其经营范围的相应资质, 并应向北京奔驰提交相应的证明文件; 如果供应商从下级供应商处采购货物和/或服务, 则供应商应确保该等下级供应商也具备中国法律法规要求的符合其经营范围的相应资质, 并应向北京奔驰提交相应的证明文件);  
it has taken all corporate actions and has obtained all government consents and approvals or third party consents, to the extent applicable, for its execution and performance of Purchase Agreement (particularly, Supplier shall obtain certifications in relevant business scope required by Chinese law and regulation and shall submit corresponding documentary evidence to BBAC; in case Supplier purchases Goods and/or Services from sub-suppliers, Supplier shall ensure such sub-suppliers also obtain certifications in relevant business scope required by Chinese law and regulation and shall submit corresponding documentary evidence to BBAC);
- d) 其签署和履行采购协议不违反任何适用的法律、其公司规章制度或其作为合同一方或受其约束的任何合同;  
its execution and performance of Purchase Agreement does not and will not violate any applicable laws, its company regulation, or any agreement to which it is a party or is binding by; and
- e) 采购协议构成对其合法、有效和有约束力的义务, 并可根据采购协议的条款和条件对其强制执行。  
Purchase Agreement constitutes its legal, valid and binding obligations, and is enforceable against it in accordance with the terms and conditions hereunder.

#### 1.2. 货物、服务及经营资质

Goods, service and business qualification

- a) 就货物而言, 供应商承诺其是其所提供的货物的唯一合法所有人并拥有处分该等物品的权利。该等货物和物品上不存在抵押、质押或任何其他权利负担; 亦不涉及任何争议、仲裁、诉讼或行政程序。  
For goods, Supplier warrants that it is the sole legal owner of the goods provided by it and have the full disposition right to such goods; and the goods is free of any mortgage, pledge or any other encumbrance; and is free of any dispute, arbitration, litigation or administrative procedure.
- b) 就服务而言, 供应商承诺其所提供的服务不侵犯北京奔驰或任何第三方的合法权益。  
For service, Supplier warrants that the service it provides does not infringe any legitimate rights or interests of BBAC or any third party.
- c) 根据北京奔驰要求, 供应商应将诸如营业执照、税务登记证、经营许可证、认证证书等相关必要证件、证书的复印件提供给北京奔驰。  
Supplier shall handover copies of all relevant documents or qualifications to BBAC including but not limited to business license, tax registration, franchise license, qualification and other necessary certificates, if requested by BBAC.



- 1.3. 本通用条款为北京奔驰及其分公司与供应商之间唯一的非生产采购的通用条款(如因版本升级而重新签署, 以较新者为准), 适用于供应商向北京奔驰及其分公司交付的所有非生产货物和/或服务, 以及北京奔驰及其分公司与供应商之间的现在与将来的所有采购合同及相应附件。

This General Terms and Conditions is the only general terms and conditions (if it is concluded again due to version update, the latest one shall prevail) by and between BBAC or its branches and Supplier, covering all the Goods and/or Services supplied by Supplier to BBAC or its branches and furthermore, covering all current and future Purchase Contract as well as corresponding attachment(s) by and between or its branches BBAC and Supplier.

- 1.4. 本通用条款、采购合同及其相应附件, 合称为“采购协议”。

北京奔驰与供应商, 合称为“双方”。

This General Terms and Conditions, Purchase Contract and corresponding attachment(s) are collectively referred as “this Agreement”.

BBAC and Supplier are collectively referred as “Parties”.

- 1.5. 本通用条款亦应适用于北京奔驰的分公司并具有约束力。

The General Rules shall be applicable and binding to BBAC's branches.

## 2. 交付 Delivery

- 2.1. 供应商应严格按照采购协议中规定的时间或时间表交付货物和/或提供服务。

Supplier shall deliver the goods and/or services in strict adherence to the delivery date or schedules set forth in Purchase Agreement.

供应商知悉并接受: 满足时效要求系履约的核心; 因此, 供应商应严格依照采购协议中规定的交付日期或日程表交付货物和/或提供服务。

Supplier shall acknowledge that time is of the essence in the performance hereof, and therefore, Supplier shall deliver the goods and/or provide the services in strict adherence to the delivery date or schedules which are stipulated in Purchase Agreement.

- 2.2. 若供应商非因北京奔驰原因未能于交付日期交付货物和/或提供服务(不可抗力引起的延迟除外), 供应商同意, 每延迟一周(不足一周的以一周计算), 向北京奔驰交纳货物价值和/或服务的服务费总额(视情形而定)的百分之一(1%)的违约金, 直至全部货物和/或服务交付或提供完毕。

并且在该等情况下, 供应商应在可行的最短时间内就交付时间的延迟及其原因通知北京奔驰, 北京奔驰可以自行决定接受修改的交付时间表, 或者解除采购协议及相应的交易行为。供应商将负责赔偿北京奔驰因该等延迟和解除而遭受的相应损失。

If Supplier fails to deliver the goods and/or services on the delivery dates due to any reason not attributable to BBAC (force majeure delays excluded), Supplier agrees to pay to BBAC liquidated damages in the amount of one percent (1%) of the goods' value and/or the total service fees payable for the services, as the case may be, per week (delay term less than one week shall be deemed as one week), in the event of late delivery of goods and/or services until the goods and/or services are delivered or provided in its entirety.

Furthermore, in that event, Supplier shall advise BBAC, as soon as practicable, of any delay in meeting the delivery schedules and the reason therefore. BBAC may, in its sole discretion, either accept a revised delivery schedule, or rescind Purchase Agreement and corresponding business. Supplier will be liable for corresponding damages caused to BBAC as a result of such delay and rescission.

- 2.3. 在北京奔驰因上述原因解除了采购协议及相应的交易行为, 并自第三方购买替代货品和/或接受第三方提供服务的情形下, 供应商应承担因此导致的合理的额外费用, 包括价差损失和/或加急费(如有)。

In case Purchase Agreement and corresponding business is rescinded for the aforementioned reason by BBAC who then purchases substitute goods and/or services from a third party, Supplier shall bear the reasonable additional costs including losses arising from the price difference and/or surcharge for expediting (if any).



- 2.4. 所有货物和/或服务必须在采购协议中确定的交付地点交付或履行。如果错误地交付货物，供应商除应承担采购协议项下其应承担的其他义务和责任外，还应承担将货物交付至正确地点所产生的全部额外费用。
- All goods and/or services shall be delivered at the place specified in Purchase Agreement. If the goods are not delivered to the provided place, Supplier shall be responsible for all additional cost of delivering the goods to the right place in addition to other obligations and liabilities hereunder.
- 2.5. 就货物而言，除经采购协议中另行规定，供应商应于北京奔驰营业场所内北京奔驰指定地点交付货物，并依双方约定，提供安装、调试等服务。如使用贸易术语，除经采购协议中另行约定，则适用 Incoterms 2010。就服务而言，除经采购协议中另行规定，供应商应于北京奔驰营业场所内北京奔驰指定地点提供服务。
- As to the goods, unless otherwise stipulated in Purchase Agreement, Supplier shall deliver goods at the location appointed by BBAC within BBAC premises, and according to mutual stipulation, provide services such as installation, adjustment and so on. In case that delivery term is used, unless otherwise agreed in Purchase Agreement, Incoterms 2010 is applicable. As to the services, unless otherwise stipulated in Purchase Agreement, Supplier shall perform services at the location appointed by BBAC within BBAC premises.
- 2.6. 供应商应于发运前合理时间内向北京奔驰提供发货预报。供应商负责根据适用的法律法规和良好的商业惯例，将货物妥善打包并放置于适当的集装箱或其他运输工具中，以在运输中保护货物。发货单和装箱单应载明完整的采购协议编号，同时供应商应在发运时立即通知北京奔驰，并提供上述信息。
- Supplier shall provide BBAC delivery forecast in reasonable time before shipment. Supplier shall be responsible for properly packing and packaging the goods in suitable containers or other transportation for protection during shipment in accordance with applicable laws and regulations as well as good commercial practice. The dispatch notes and the packing slips shall indicate the complete number of Purchase Agreement and Supplier shall immediately advise BBAC of shipment indicating the aforementioned data.
- 2.7. 供应商在进厂施工、安装设备、提供服务的过程中，应保持现场整洁、卫生，及时清除或统一管理因施工、安装、服务而产生的废料、垃圾、尘土、污水、污渍等。
- 在施工、安装、服务后，供应商应立即清理现场，并将上述废料、垃圾、尘土、污水等带离北京奔驰。
- In case that Supplier needs to enter BBAC premises for construction, installation of equipment or providing service, Supplier shall keep working field clean, tidy and hygienic. Furthermore, Supplier shall remove or appropriately manage the scrap, rubbish, dust, sewage or stain caused by such construction, installation or service in time.
- After construction, installation or service, Supplier shall clear working field immediately and clear away the aforementioned scrap, rubbish, dust or sewage from BBAC.

### 3. 质量担保和保修

#### Quality Assurance and Warranty

##### 3.1. 供应商担保：

- 所有采购协议下提供的货物应当：
  - (a)符合采购协议所述的标准和规格，亦符合适用的行业标准和相应的强制性法律法规要求；
  - (b)材料、设计和工艺良好，没有缺陷；
  - (c)是新的（未使用、未翻新），适销的并适于拟用于的用途；
- 所有采购协议下提供的服务应当完全符合采购协议中的要求和标准。

北京奔驰的检查、接受和付款并不免除供应商承担上述质量担保义务。

Supplier warrants that,

- all goods delivered under Purchase Agreement shall
  - (a) conform to the standards and specifications described in Purchase Agreement and also meet the applicable industry standard(s) and corresponding mandatory laws and regulation;
  - (b) be of good material, design and workmanship and free of defects;
  - (c) be new (neither being used nor reconditioned), merchantable and suitable for the purpose intended; and,



- all services furnished shall be fully in compliance with Purchase Agreement.

Supplier will not be relieved from the aforementioned assurance and warranties by the inspection, acceptance, and payment of BBAC.

3.2. 北京奔驰可以不时在采购协议中就货物的标准和规格和/或服务的要求和标准提出偏离。如果该等偏离经供应商确认，则对双方均有约束力。

BBAC may request deviations from the standards and specifications of goods and/or requirements, and standards of services described in Purchase Agreement from time to time. If such deviations are confirmed by Supplier, the deviations shall be binding on both Parties.

3.3. 在不影响北京奔驰可以向供应商主张的任何其它权利的情况下，如果货物和/或服务不符合采购协议的条款和条件或上述质量担保，北京奔驰有权在供应商交付或完成后的合理时间内：

Without prejudice to BBAC's other rights against Supplier, if the goods and/or services fail to conform to the terms and conditions of Purchase Agreement or the above quality assurance, BBAC is entitled to, within reasonable period after the delivery of the goods and/or services,

a) 对于货物：

(i)将货物退回给供应商，供应商退还货款；(ii)要求供应商更换货物；(iii)要求供应商修理；

对于服务：

(x)要求供应商退还服务费；(y)要求供应商重新提供服务；(z)要求供应商对该等不符合要求的服务进行修正。

相关费用由供应商承担。

at the Supplier's cost,

as to the Goods:

(i) reject and return the Goods to Supplier and claim for the return of the purchase price; (ii) require the Supplier to replace the Goods; or (iii) require the Supplier to repair the Goods;

as to the Services:

(x) require the Supplier to return the service fee; (y) require Supplier to re-provide the Services; or (z) require the Supplier to cure such defect.

b) 如果北京奔驰要求更换、修理货物，或者重新提供服务、进行修正，而供应商未能在合理时间内完成北京奔驰要求的工作并达到北京奔驰的合理满意，北京奔驰可以自行决定：(i)自行或聘请第三方替换、修理不符的货物和/或提供服务、进行修正，由供应商承担费用；(ii)要求降低采购价格或服务费；或者(iii)终止采购协议，要求供应商退还货款或服务费并北京奔驰不承担任何责任。

If BBAC requires to replace, repair the goods or require to re-provide services or to cure the relevant defect, while Supplier fails to finish the work required by BBAC to the reasonable satisfaction of BBAC, then BBAC may decide at its sole discretion to (i) at the Supplier's cost, replace, repair the defective Goods and/or provide the Services or cure the defect by itself or a third party engaged by BBAC; (ii) demand a reduction in the purchase price or the service fee; or (iii) terminate Purchase Agreement, require the Supplier to return the purchase price or service fee and BBAC does not assume any liability.

c) 为避免歧义，北京奔驰行使上述 a)、b)项规定的权利，以及供应商及时完成北京奔驰要求的工作并达到北京奔驰的合理满意，均不会影响北京奔驰要求供应商承担因其未适当履行采购协议或本通用条款而应承担的违约责任。同时，北京奔驰将保留就因该等未能达到协议标准和规格的货物和/或服务而导致的相应损失向供应商求偿的权利。

To avoid ambiguity, BBAC's execution of the rights provided in Section 3.3 a) and b) and the Supplier's timely completion of the required work to the reasonable satisfaction of BBAC shall not preclude BBAC from requiring Supplier to undertake the liabilities for its failure to properly perform its obligations under Purchase Agreement or this GTC. Meanwhile, BBAC shall reserve the rights to claim against Supplier for corresponding losses and damages caused by such goods and/or services not meeting contractual standard and specification.

3.4. 如果立即维修有利于为北京奔驰的利益以避免违约或者在其他紧急的情形下(且供应商无法按此时效提供维修)，北



京奔驰有权自行维修或请第三方维修，相应的费用由供应商承担。缺陷或瑕疵货物的退回应由供应商承担费用和 risk。

BBAC shall be entitled to carry out repairs or cause them to be carried out by a third party at Supplier's expense if immediate repairs are in BBAC's interest to avoid defaulting or because of any other urgency (and Supplier cannot provide repairs as efficient as this). Defective items shall be returned at Supplier's expense and risk.

- 3.5. 供应商应保证北京奔驰免于遭受因货物和/或服务瑕疵而引起任何损害、损失、责任、费用和支出（包括合理的律师费支出），为其辩护并使其免受损害。

如供应商提供的货物和/或服务存在质量缺陷或侵犯第三人权益而导致北京奔驰停产或返工，则供应商应赔偿北京奔驰因此蒙受的损失。

Supplier shall indemnify, defend and hold BBAC harmless from any damage, loss, liability, cost and expenses (including reasonable attorney fee) caused by the defective goods and/or services.

In case of any line-halt or rework brought up to BBAC due to quality defects or infringement to any third party rights caused by the goods and/or services provided by Supplier, Supplier shall indemnify BBAC for the corresponding losses.

- 3.6. 质保期的长度于采购协议中规定。

Duration of the warranty period is stipulated in Purchase Agreement.

可重复使用的货物(如设备、工具、备件等)的质保期应符合以下通用规定：

Common regulations on warranty period of reusable goods (such as equipment, tools, spare parts and so on) are as following.

- a) 质保期适用于北京奔驰多班运转进行生产的情况；

Warranty period is valid for the production model as multiple shifts in BBAC;

- b) 在质保期内，由于设计、材料、制造、安装、调试方面的原因造成货物缺陷，供应商应自行承担费用，及时予以更换或修理，以消除缺陷，并赔偿该等缺陷给北京奔驰造成的相应损失；

During the warranty period, in case of any defect of goods due to design, material, manufacturing, installation, adjustment, Supplier shall replace or repair defective goods in time on its own cost in order to eliminate such defect. Supplier shall compensate BBAC for the corresponding loss and damage caused by such defect.

- c) 质保期将因该等缺陷而暂停计算，该暂停期间自北京奔驰发出关于缺陷的书面通知之日起，至缺陷已成功消除且北京奔驰收到供应商相应的缺陷消除的书面报告之日；

The calculation of warranty period will be suspended by such defect. The suspension shall start from the date that BBAC issues notification on defect in written, and end on the date that defect is eliminated successfully and BBAC receives the corresponding written report from Supplier on elimination of defect.

- d) 供应商修理或更换的设备和/或零部件，其质保期应于修理或更换且正常运转之日起重新起算，长度与采购协议中规定的质保期一致；

The warranty period of equipment and/or components repaired or replaced by Supplier shall be recounted from the date of reparation/replacement and smooth operation, with the same duration of warranty period in Purchase Agreement.

- e) 质保期内，如果供应商未能于北京奔驰发出关于缺陷的书面通知之日起的 30 日内成功消除该等缺陷，北京奔驰有权要求换货或退货。供应商应赔偿由此给北京奔驰造成的相应损失。

During the warranty period, if Supplier fails to successfully eliminate such defect in 30 days after BBAC issuing notification on such defect in written, BBAC shall reserve the rights to require replacement or return of Goods. Supplier shall compensate BBAC for the corresponding loss and damage due to this.

- 3.7. 上述质量担保是对法定担保以及供应商向北京奔驰做出的额外范围担保的补充。上述规定及采购协议的任何规定均不应限制或损害北京奔驰享有的任何权利。

The foregoing quality assurance and warranties are in addition to all other quality assurance and warranties stipulated by law, or any warranties of additional scope given to BBAC by Supplier. Neither the foregoing nor anything contained in Purchase Agreement shall limit or impair any rights BBAC may have.



- 3.8. 如供应商所供设备中存在专用零部件，则供应商应积极保障北京奔驰在设备使用寿命内所需的相应备件。  
如供应商计划停止生产该等专用零部件，则供应商应于停产前合理时间内通知北京奔驰，并与北京奔驰协商，以确定替代方案。  
In case of any special components exist in the equipment(s) supplied by Supplier, Supplier shall actively fulfill BBAC demand on corresponding spare parts during the service life of such equipment(s).  
In case Supplier plans to stop the production of such special components, Supplier shall notice BBAC in advance with a reasonable period, and discuss with BBAC for substitute solution.
- 3.9. 如供应商向北京奔驰提供了假冒伪劣产品，供应商应赔偿北京奔驰的相应损失。  
在此情况下，北京奔驰有权解除采购协议而不承担任何责任，且北京奔驰将有权立即退出或终止与供应商的进一步商业谈判，并停止与供应商的进一步合作。  
In case of any fake or shoddy goods supplied by Supplier, Supplier shall compensate BBAC for the corresponding loss and damage.  
BBAC is entitled to rescind Purchase Agreement without any liability under this circumstance. Furthermore, BBAC reserves the rights to immediately withdraw from or terminate all commercial negotiation with Supplier and stop further cooperation with Supplier.
- 3.10. 北京奔驰将依据供应商的产品和/或服务的表现和供应商的履约情况，对供应商定期考核。考核结果将影响北京奔驰与供应商之间的商务条件。  
BBAC will evaluate Supplier according to the performance of its products and /or services and its result of performing obligations. The result of such evaluation will influence the commercial terms between BBAC and Supplier.

#### 4. 所有权和风险转移

##### Transfer of Ownership and Risk to BBAC

- 4.1. 就货物而言，在采购协议中确定的地点交付并向北京奔驰转移占有之时，货物的所有权和风险转移给北京奔驰。  
As to the goods, the ownership and risk in the goods shall remain in Supplier until they are delivered at the place specified in Purchase Agreement and transferred to BBAC's possession, at which time title and risk of the Goods shall be transferred to BBAC.
- 4.2. 对于需要安装、调试、装配的货物，所有权和风险在成功完成验收测试并由北京奔驰签发确认性文件且付款后转移给北京奔驰。  
As to the goods with installation, adjustment or assembly, the ownership and risk shall be transferred to BBAC at the time they are successfully tested and paid and confirmation notice is issued by BBAC.

#### 5. 付款

##### Payment

- 5.1. 详细付款条款于采购协议中规定。供应商应及时向北京奔驰开具发票，北京奔驰不接受除供应商以外的第三方就北京奔驰为采购协议下的付款出具的任何发票。  
Detailed payment terms are stipulated in Purchase Agreement. Supplier shall invoice BBAC in time. BBAC will not accept the invoices issued by any third party other than Supplier for payment hereunder.
- 5.2. 北京奔驰的任何付款并不代表北京奔驰认为供应商的货物和/或服务达到采购协议的要求，也不妨碍北京奔驰要求供应商退换货物，重新提供服务或进行维修的权利。  
No payment by BBAC shall imply BBAC's acceptance of any goods or services as meeting requirements of Purchase Agreement, or shall preclude BBAC's rights to require the return or replacement of goods and the re-provision of services or the maintenance.
- 5.3. 采购协议中的规定的价格包含供应商所需的全部费用，北京奔驰无超过此金额的付款义务。  
除经双方于采购协议中另行约定，此价格中的供应商所需的费用包括但不限于：



The prices stipulated in Purchase Agreement include all the cost and expense necessary for Supplier, thus BBAC doesn't have any obligation of payment exceeding such prices. Unless otherwise mutually agreed in Purchase Agreement by both Parties, the cost and expense necessary for Supplier in such prices include but not limited to:

- a) 货物的设计费、研发费、材料费、制造费、人工费等；  
Cost and expense for design, R&D, materials, manufacturing and labor for all goods;
- b) 货物运输至北京奔驰指定场地的包装费、运输费、保险费；  
Cost and expense for packaging, freight and insurance premium to the location appointed by BBAC;
- c) 在北京奔驰指定场地的搬运、吊装、安装及调试、验收费，以及供应商人员到北京奔驰指定场地的交通费、食宿费、人员服务费等；  
Cost and expense for portage, hoisting, installation, adjustment and acceptance as well as cost and expense for transportation, accommodation, service of Supplier staff at/to the location appointed by BBAC;
- d) 供应商在北京奔驰指定场地进行安装施工过程中，人员保险费、安全防护相关费用及相关法律法规规定的安全施工费用；  
Insurance premium and cost for safety assurance required by corresponding laws and regulations for Supplier staff, if Supplier installs equipment or working at the location appointed by BBAC; and
- e) 供应商应缴纳的施工过程中的水电费、各种税费及其它不可预见费。  
Cost and expense for utilities, tax and other contingences which shall be paid by Supplier during working.

## 6. 北京奔驰的财产和信息

### BBAC's Property and Information

- 6.1. 为履行采购协议而由北京奔驰提供给供应商的北京奔驰的财产和信息，例如图纸、规格、数据和类似财产，应当仍然是北京奔驰的财产。

BBAC's property and information, such as drawings, specifications, data and the like, furnished to Supplier for performance of Purchase Agreement shall remain the property of BBAC.

供应商所做的或者为生产或提供货物和/或服务而从其他方购买并向北京奔驰收费的任何设计、图纸、模具、模型、工具、技术数据/信息、材料、设备等应当自制造或者采购之日立即成为北京奔驰的财产且应被视为北京奔驰提供的财产。

Any designs, drawings, dies, molds, tooling, technical data/information, materials, equipment, etc. that Supplier makes or buys from others for producing or providing the goods and/or services and charged to BBAC's account shall become BBAC's property immediately upon manufacture or procurement and shall be deemed as BBAC furnished property.

如果可行，所有该等北京奔驰财产应当被标记为北京奔驰财产、由供应商受托持有并承担风险；供应商仅为履行采购协议的目的使用该等财产或信息，不得复制或披露给他人。

When practical, all such BBAC property shall be marked as property of BBAC, shall be held by Supplier on consignment at Supplier's risk, and shall be used exclusively to perform Purchase Agreement, and shall not be duplicated or disclosed to others.

在采购协议履行完毕后，所有北京奔驰提供的财产应当以接受时同样的状况返还北京奔驰，允许合理的磨损；但是该财产已经整合入已交付货物和/或服务中或者在履行采购协议中被消耗掉的除外。

Upon full performance of Purchase Agreement, all BBAC furnished property shall be returned to BBAC in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into goods and/or services delivered or consumed in the performance of Purchase Agreement.

## 7. 知识产权

### Intellectual Property Rights

- 7.1. 对于所有工作产品，包括但不限于由服务中产生的或与服务相关的供应商制造、构思或开发的设计、艺术品、软



件、手册、指南、产品、程序、图纸、文件、信息（合称“工作产品”），北京奔驰享有知识产权。

All work products, including but without limitation to, designs, artwork, software, brochures, manuals, products, procedures, drawings, documents and information (collectively, the “Work Products”) made, conceived or developed by Supplier which result from or relate to the services, shall be the intellectual property of BBAC.

- 7.2. 供应商保证其所提供的货物和/或服务或/或工作产品不侵犯或不构成对任何第三方的知识产权的侵犯或不正当使用。如果任何第三方对货物和/或服务或/或工作产品的权利或利益提出主张，或声称货物和/或服务或/或工作产品侵犯或不正当使用其知识产权而起诉北京奔驰，供应商应当就上述主张和诉讼对北京奔驰的任何及所有开支、费用和损失进行赔偿、为北京奔驰辩护并保证北京奔驰不受损害。

Supplier undertakes that the goods and/or services and the Work Products do not infringe, or constitute an infringement or misappropriation of, any third party’s intellectual property rights. If any third party claims any rights or interests in any goods and/or services or Work Products or brings any action against BBAC on alleged infringement or misappropriation of third party intellectual property rights by the goods and/or services or the Work Products, Supplier shall fully indemnify, defend and hold BBAC harmless against any and all such claims, actions, costs, expenses and damages which BBAC may incur or become liable for such infringement.

- 7.3. 供应商没有被许可或授权使用北京奔驰的商标、商号和标志（以下合称为“标识”），但该等标识构成与供应商提供的服务相关的工作产品不可分割的一部分的情形除外。如供应商需获得任何标识的全面并正式的许可，应当通过双方另行签订许可协议的方式进行。

Supplier is not licensed or otherwise authorized to use the trademarks, trade names and logos (collectively the “Marks”) of BBAC, except where such Marks constitute an inseparable part of any Work Products in connection with the services to be delivered by Supplier hereunder. The full and formal license of use of any Mark by Supplier, if any, shall be subject to separate license agreement(s) to be entered into by and between the Parties.

## 8. 保密和数据保护

### Confidentiality and Data Protection

- 8.1. 双方应遵守并积极履行双方签署的《北京奔驰保密协议》中规定的内容。

The Parties shall obey and implement content stipulated in the “BBAC Non-Disclosure Agreement” concluded by and between Parties.

- 8.2. 北京奔驰向供应商披露的、与采购协议或本通用条款相关的任何个人信息数据（以下简称“个人数据”），供应商应按照适用的隐私法律以及北京奔驰的进一步指示对待、存储、处理、转移和修改该等个人数据。

To the extend BBAC discloses to Supplier, in connection with Purchase Agreement or this GTC, any data related to individual persons (hereinafter referred to as “Personal Data”), Supplier shall treat, store, handle, transfer and modify such Personal Data in compliance with applicable privacy laws and with additional instructions provided by BBAC.

## 9. 不可抗力

### Force Majeure

- 9.1. 北京奔驰和供应商两者任一方由于无法预见、无法控制、无法避免的不可抗力事件而影响其履行采购协议，受不可抗力影响的一方须在事故发生后 7 天内将不可抗力事故的发生及受其影响的程度以书面方式通知另一方，并在合理期限内向另一方提交有关当局或机构出具的证明文件。如果迟延履行或履行受到影响一方毫不迟延地做出合理的努力以减轻不可抗力事故的影响，对该不可抗力事故尽快采取补救措施，并在不可抗力事故结束后尽快恢复履行，那么在不可抗力事故引起的不能履行或迟延履行的期间和范围内，不构成违约，亦不应成为任何要求赔偿的理由。

If either of BBAC and the Supplier suffers unpredictable, uncontrollable, unavoidable force majeure affecting it to perform Purchase Agreement, the party claiming affected by such event shall notify the other party in written of occurrence of such event and degree of influence within 7 days after occurrence of such event and shall submit an evidence document issued



by related authority or organization to the other party within a reasonable period time. Failure or delay in fulfilling Purchase Agreement within the period and scope of the failure or delay caused by a force majeure event shall not constitute a breach nor be considered a reason for any claim, provided that the affected party makes reasonable efforts forthwith to alleviate the impacts of the force majeure event and takes remedial action therefore as soon as possible and resumes fulfilling as soon as end of the force majeure event.

## 10. 审计、合规、可持续发展与安全 Audit, Compliance and Sustainability

- 10.1. 供应商应协助并全力配合北京奔驰或其代表遵守适用法律。供应商应当允许北京奔驰及其代表在正常办公时间内查阅供应商与在采购协议基础上的交易相关的账簿和记录，以证实供应商是否遵守本条款的声明、保证与承诺。为保护供应商商业机密，供应商可以要求，审查由北京奔驰委派的受保密协议约束的注册会计师来执行。  
Supplier shall assist and cooperate fully with the efforts of BBAC or its representatives to comply with the applicable laws. Supplier shall permit BBAC and its representatives during normal office hours to review Supplier's books and records relating to transactions based on Purchase Agreement, to verify the compliance by Supplier with the representations, warranties and covenants of this article. In so far as required for the protection of Supplier's business secrets, it can demand, that the examination is performed by a certified accountant appointed by BBAC that is bound by a confidentiality agreement.
- 10.2. 供应商有义务不从事任何会导致刑事责任的欺诈、资金挪用、破产犯罪、违反竞争法、授予非正当利益、贿赂或接受贿赂的犯罪行为，抵制其他由供应商的雇佣人员或第三方进行的腐败行为。如有违反，北京奔驰将有权立即退出或终止与供应商的正在进行中的交易并有权取消全部协商谈判，而供应商仍有义务遵循所有适用于其自身及其与北京奔驰商业关系的法律法规。  
Supplier is obliged to desist from all practices, which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, and acceptance of bribes or other corruption crimes on the part of persons employed by the supplier or other third parties. In the event of violation of the above, BBAC has the rights to immediately withdraw from or terminate all legal transactions existing with Supplier and the rights to cancel all negotiations. The above notwithstanding, Supplier is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with BBAC.
- 10.3. 供应商应确保：遵守适用的法律法规(特别是劳动、工会、对雇佣童工和强迫性劳工的禁止性规定、环境、职业安全卫生等方面的法律法规)，遵守法定标准和环境保护规则(含预防性环境保护规则)，承担企业社会责任。  
Supplier shall ensure the adherence to applicable laws and regulations (particularly, in respect of labor, trade union, prohibition of child labor and forced labor, environment, occupational safety and health, etc.), the adherence to legal standards and environmental rules (including preventive environmental protection), and taking corporate social responsibility.
- 10.4. 供应商应承诺：遵守并促进商业道德，遵守适用的反垄断法、反倾销条例和反不正当竞争法的规定，确保在市场中公平竞争。  
Supplier shall be committed to observing and promoting ethical business conduct, obeying applicable anti-trust law, anti-dumping regulation and anti-unfair-competition law and ensuring fair competition in markets.
- 10.5. 如供应商需进入北京奔驰经营场所，供应商应与北京奔驰安全环保与公司服务科接洽并签署《安全协议》，并严格执行其中的条款。  
供应商在北京奔驰经营场所内时，应遵守北京奔驰的企业管理规章制度和安全管理规定。  
In case Supplier needs to enter BBAC premises, Supplier shall contact Safety, Environment Protection & Corp. Service team of BBAC and conclude Safety Agreement as well as strictly obey the clauses thereof.  
Supplier shall observe BBAC corporation administrative rules and safety management regulations at BBAC premises.
- 10.6. 环境责任  
在处理环境问题时，供应商应遵循预防原则，积极采取措施，贯彻绿色低碳理念，以承担更大的环境责任，并开



发、推广环保技术。

如环境相关问题可能威胁供应、履约，供应商应主动、及时地向北京奔驰报告，并积极采取措施，将该等影响降到最低。

Environmental Responsibility

When dealing with environmental issues, Supplier shall follow precautionary principles and take initiatives to practice the idea of “green and low-carbon”, promoting greater environmental responsibility as well as the development and spread of environmentally friendly technologies.

If environmental issues threaten supply or performance, Supplier shall report to BBAC voluntarily and timely and take proactive measures to minimize these impacts.

#### 10.7. 环保生产

供应商应将环境保护和资源节约的理念贯穿于企业生产的各个环节，并充分考虑低碳、循环，使经济活动与环境保护相协调。

在生产各个阶段，供应商应充分考虑安全健康且确保最佳的环保措施（包含前瞻性的措施，该等措施可以预防或最小化危害环境的事故所造成的影响）。尤其重要的是，供应商应优先利用并持续开发节能、节水技术。

Environment-friendly Production

Supplier shall actively practice the concept of environmental protection and energy saving in the whole process of manufacturing. Additionally, in each phase of manufacturing, Supplier shall sufficiently consider safety and health regulations to ensure the best practice of environmental protection measures, including precautionary measures, which can prevent or minimize the effect of environmental hazard incident. More importantly, Supplier shall also give priority to the usage of and continuously develop the water and energy saving technologies.

#### 10.8. 环保产品和服务

供应商提供的所有产品和实施的所有服务均应符合其相关的环保标准和要求。该等要求适用于产品的整个生命周期、服务的全过程、使用的所有材料。

供应商在提供产品、实施服务的过程中，应识别出释放到环境中会产生潜在危害的化学品和其他物质，并及时地向北京奔驰报告，积极采取措施以确保上述危害的妥善处置

Environment-friendly Products and Services

All products and services provided by Supplier shall meet corresponding environmental standards and regulations. Those standards and regulations shall apply to the complete product life cycle or throughout the service period, as well as to all materials used. Chemicals and other substances, which are potentially harmful if released into the environment, shall be identified and reported to BBAC timely by Supplier in the whole process of providing products and services. Supplier shall take actions actively to ensure the above-mentioned hazard can be dealt with properly.

### 11. 期限及终止

#### Term and Termination

11.1. 本通用条款自订立之日起生效，并且除非双方依据本通用条款有关条款提前终止，本通用条款将持续有效。如通用条款版本升级，双方将重新签署最新版本的通用条款。

单次采购的采购合同自订立之日起生效，并且除非双方依据本通用条款有关条款提前终止，采购合同将持续有效直至全部权利义务均被行使、履行。

框架协议的采购合同的有效期，于相应采购合同中具体规定。

This General Terms and Conditions shall come into effect as from the date of conclusion and shall remain effective unless earlier terminated by the Parties pursuant to the provisions of this General Terms and Conditions. In case of any version update of this General Terms and Conditions, Parties will conclude the latest version again.

Purchase Contract for spot-buy shall come into effect as from the date of conclusion and shall remain effective until all the rights and obligations have been fully fulfilled and satisfied unless earlier terminated by the Parties pursuant to the provisions of this General Terms and Conditions.



Term of Purchase Contract for frame contract shall be stipulated in the corresponding Purchase Contract in detail.

- 11.2. 当双方中的一方出现下述情形之一时，另一方有权通过向对方发出书面通知的形式即刻终止采购协议或本通用条款：

Upon the occurrence of any of the following events to either party of the Parties, the other party may unilaterally terminate Purchase Agreement or this GTC by a written notice to its counter party with immediate effect.

- a) 一方未能履行或遵守采购协议项下的义务、条款及条件，且该等违约行为未能在其收到另一方发出的纠正违约行为通知之日起三十（30）日内予以纠正；或

A party fails to comply with any of the obligations, provisions and conditions of Purchase Agreement, and such failure is not cured within thirty (30) days after it has received a written notice from the other party; or

- b) 一方变为破产或资不抵债，或面临清算或解散，或变为无法清偿到期债务或根据适用法律被解散。

A party becomes insolvent or bankrupt, or is the subject of proceedings for liquidation or dissolution, or becomes unable to pay its debts as they become due or is dissolved in accordance with applicable law.

- 11.3. 供应商保证在采购协议有效期内持有合法的营业执照和必需的行业许可，否则北京奔驰有权立即通过书面通知的方式终止采购协议或本通用条款。

Supplier shall retain a valid business license and necessary industrial license(s) during the term of Purchase Agreement; otherwise BBAC has the rights to terminate Purchase Agreement or this GTC in writing with immediate effect.

- 11.4. 在 11.2 和 11.3 的情况下，要求终止采购协议或本通用条款的一方不应因该等终止行为而向另一方承担任何责任。

In the situations of 11.2 and 11.3, the party claiming the termination of Purchase Agreement or this GTC shall not assume any liability against the other party.

## 12. 适用法律

### Applicable Law

- 12.1. 采购协议应适用中华人民共和国法律并依照该等法律进行解释。

Purchase Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China.

## 13. 争议解决

### Dispute Resolution

- 13.1. 因采购协议、本通用条款引起或与采购协议、本通用条款有关的任何争议，如果双方不能协商解决，有争议一方应将争议提交位于北京的中国国际经济贸易仲裁委员会进行仲裁。裁决是终局的，对双方均具有约束力。争议协商和仲裁期间，双方承诺继续履行采购协议、本通用条款或与采购协议、本通用条款有关的未受争议影响条款的权利和义务。

In case any dispute arising from or in connection with Purchase Agreement or this GTC fails to be settled by the Parties through consultation, the party with the dispute shall submit the dispute to the China International Economic and Trade Arbitration Committee in Beijing for arbitration. The result of arbitration is final and binding upon the Parties. During the dispute consultation and arbitration period, both Parties promise to continue performing the rights and obligations in Purchase Agreement or in the terms related to Purchase Agreement or this GTC that are not affected by the dispute.

## 14. 其它条款

### Miscellaneous

- 14.1. 全部协议。采购协议构成双方就主题事项的全部协议。如果采购协议及其他相关合同之间有任何分歧，则以其他相关合同为准。

Entire Agreement. This Agreement sets forth the entire agreement of the Parties hereto with respect to the subject matter hereof. In the case of any discrepancy between this Agreement and other relevant contract(s), other relevant contract(s) shall prevail.



- 14.2. 进一步承诺。采购协议每一方均在此同意，为履行采购协议项下的条款并实现采购协议项下的目的，其将根据合理的需要和具体情形迅速并及时地签署相关文件并采取相关进一步的行动。  
Further Assurances. Each of the Parties agrees to expeditiously execute such documents and perform such further acts as may be reasonably required or desirable to carry out or to perform the provisions and purposes of this Agreement.
- 14.3. 修订。除非经双方书面同意，否则对采购协议的任何修改没有效力。  
Amendment. No amendment to this Agreement shall be of effect unless agreed in writing by the Parties.
- 14.4. 弃权。除非弃权方以书面形式明确表示放弃行使采购协议任何条款项下的权利、权力或救济，并在该书面文件上签名，否则该等弃权将被视为无效。采购协议任何一方未行使或延迟行使采购协议项下的任何权利、权力或救济不应视为放弃这些权利、权力或救济；任何单独一次或部分放弃行使任何权利、权力或救济亦不应妨碍将来行使这些权利、权力或救济。在不限制前述规定的前提下，如任何一方放弃就另一方违反采购协议任何条款的行为追究责任，不应视为其对任何相关后续违约行为或另一方违反采购协议其他条款的行为均放弃追究责任。  
Waiver. No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by any Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by any Party of any breach by the other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- 14.5. 可分割性。采购协议的任何条款如被确认或裁决为无效、非法或不可强制执行，则该等条款将自采购协议主体中分离，采购协议的剩余条款，在法律所能允许的最大限度内，将仍继续保持其有效性和可执行性。  
Severability. If any provision of this Agreement is determined invalid or unlawful or unenforceable to any extent such provision shall be severed from the body of this Agreement and the remainder thereof shall continue to be valid and enforceable to the fullest extent permitted by law.
- 14.6. 保险。供应商应确保其义务的履行均有充足的保险予以保障。如经北京奔驰要求，供应商应提供相应的证据。  
Insurance. Supplier is obliged to secure adequate insurance cover in respect of its obligations. It shall provide evidence of such cover if requested to do so by BBAC.  
税负。每一方均应依照适用的税收法律，承担其各自因履行采购协议而引致的所有税负。  
Taxes. Each Party shall bear all taxes incurred by it in connection with its performance of this Agreement pursuant to applicable tax law.
- 14.7. 转让。未经另一方事先书面同意，任何一方均无权向其他任何实体转让其在采购协议项下的任何权利和义务。北京奔驰同意分包时，供应商应当在签署分包合同之后立即，且分包商开始工作之前将分包合同的复印件提交给北京奔驰。分包后，供应商仍对采购协议相关的所有货物和/或服务承担质量担保和保修等义务。  
Assignment. Without the prior written consent of the other Party, neither Party may assign any of its rights or obligations hereunder to any party. When BBAC has consented to the placing of subcontracts, copies of each subcontract shall be sent by Supplier to BBAC immediately upon signing and prior to commencement of work by the subcontractor. The Supplier shall still undertake all obligations such as the quality assurance and warranties in connection with this Agreement after the subcontract.
- 14.8. 抵销。北京奔驰有权在任何时候以北京奔驰对供应商的任何索赔或收费抵销在本条款项下应向供应商支付的任何到期款项。  
Setoff. BBAC shall have the right at all times to setoff any amount due or payable to Supplier hereunder against any claim or charge BBAC may have against Supplier.
- 14.9. 承继方。采购协议对双方的承继方均有约束力，且采购协议仅为双方、双方各自的承继方及其经允许的受让人的利益而订立。  
Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and permitted assigns.
- 14.10. 采购合同。采购合同规定了双方的具体权利、义务。因此，具体业务以采购合同相关条款为准。订立本通用条款



时，采购合同的具体名称为《采购订单》、《框架协议》。

Purchase Contract. Detailed rights and obligations of Parties are stipulated in Purchase Contract; therefore, detailed business is based on corresponding clause(s) in Purchase Contract. At the time of concluding this General Terms and Conditions, the title of Purchase Contract is Purchase Order or “Contract”.

14.11. 语言。本通用条款以中、英文两种文字书就，两种文字具有同等法律效力。

Languages. This General Terms and Conditions is written in Chinese and English with equal binding force.

14.12. 本通用条款一式两份，双方各执一份，具有同等效力。

This General Terms and Conditions is made in duplicate, each party shall hold one original, and all originals shall have the same effect.

14.13. 采购协议自双方法定代表人或授权代表签字并盖章之日起生效。

This Agreement shall come into force upon the date when the legal representative or due representatives of both parties sign and seal on it.

**北京奔驰汽车有限公司**  
**Beijing Benz Automotive Co., Ltd.**

**供应商名称 Supplier Name**

采购工程师

P&S Buyer

日期 Date:

采购高级经理

P&S Senior Manager

日期 Date:

采购总经理

P&S General Manager

日期 Date:

项目经理

Project Manager

日期 Date:

授权代表

Due Representative

日期 Date: