

北京奔驰非生产采购通用条款

BBAC NON-PRODUCTIVE MATERIAL GENERAL TERMS AND CONDITIONS

BMBS 供应商适用 版本: 2018-05-01

For BMBS Supplier Version: May 1 2018

1. 陈述和保证

REPRESENTATIONS AND WARRANTIES

1.1. 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;
it is a company duly registered and validly existing under the laws of the jurisdiction where it is registered;
- b) 其是一个独立的法人实体, 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 this 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 this 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。
this 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、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、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”.

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 this 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), 向买方交纳货物价值和/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 this 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 this Agreement and corresponding business is rescinded for the by BBAC who then purchases substitute products 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 this Agreement. If the Goods are not delivered to the provided place, the 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, 除经采购合同中另行规定, 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, 除经采购合同中另行约定, 则适用 Incoterms 2010。
就服务而言, 除经采购合同中另行规定, 供应商应于北京奔驰指定地点提供服务。
As to the Goods, unless otherwise stipulated in Purchase Contract, 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 Contract, Incoterms 2010 is applicable.
As to the service, unless otherwise stipulated in Purchase Contract, Supplier shall perform service 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合同号, 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 Purchase Contract number 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 all Goods delivered hereunder shall (1) conform to the standards and specifications described in this Agreement and also meet the applicable industry standard(s) and corresponding mandatory laws and regulation; (2) be of good material, design and workmanship and free of defects; (3) be new (neither being used nor reconditioned), merchantable and suitable for the purpose intended; and all Service furnished shall be fully in compliance with this Agreement. Supplier will not be relieved from the aforementioned assurance and warranties by 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 this Agreement from time to time; and 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 the Supplier, if the Goods and/or Services fail to conform to the terms and conditions of this 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 the 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)终止采购合同，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 the 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 Contract, 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 5.3 (a) and 5.3 (b) and the Supplier’s timely completion of the required work to the reasonable satisfaction of BBAC shall not preclude BBAC from requiring the Supplier to undertake the liabilities (including but not limited the liquidated damages) for its failure to properly perform its obligations under this Agreement. 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/或服务违反法律规定、存在质量问题或侵犯第三人权益而使北京奔驰面临处罚、被追偿等不利后果或导致采购合同之目的不能实现的，供应商应避免北京奔驰遭受该等不利后果并赔偿北京奔驰因此蒙受的一切损失（包括但不限于经济损失、品牌价值损失等）。

The 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 punishment from authorities, claiming for compensation from third parties, or failure on contract purpose (including but not limited to disruption of activities/projects) brought up to BBAC due to violation of law, quality defects or infringement to any third parties' right caused by Goods and/or service provided by Supplier, Supplier shall indemnify BBAC all the losses (including but not limited to financial losses, brand value losses, etc.)

- 3.6. 质保期的长度于采购合同中规定。

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：

- (a) 质保期适用于北京奔驰多班运转进行生产的情况；
- (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；
- (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；
- (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，长度与采购合同中质保期一致；
- (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。

Duration of the warranty period is stipulated in Purchase Contract.

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

- (a) Warranty period is valid for the production model as multiple shifts in BBAC;
 - (b) 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) 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) 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 Contract.
 - (e) 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其他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 this 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 an 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合同而不承担任何责任，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 Contract without any liability under this circumstance. Furthermore, BBAC reserves the rights to immediately withdraw from or terminate all commercial negotiation with the Supplier and stop further cooperation with Supplier.

4. 所有权和风险转移

PASSING OF PROPERTY AND RISK TO BBAC

- 4.1. 就货物而言，在采购协议及采购合同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 title and risk in the Goods shall remain in Supplier until they are delivered at the place specified in this Agreement and Purchase Contract and transferred to BBAC's possession, at which time title and risk of the Goods shall be transferred to BBAC.
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转移给北京奔驰。
As to the Goods with installation, adjustment or assembly, the title 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合同中规定。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。如果供应商征得北京奔驰书面同意采用外包方式提供服务的，供应商应当提供第三方服务的发票复印件。
Detailed payment terms are stipulated in Purchase Contract. The Supplier shall invoice BBAC in time. BBAC will not accept the invoices issued by any third party other than the Supplier for payment hereunder. Supplier should provide all copies of invoice of 3rd party if BBAC agreed a sub-Supplier for some certain service.
- 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 this Agreement, or shall preclude BBAC's right 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含税总价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。除经双方于采购合同中另行约定，此价格中的供应商所需的费用包括但不限于：
(a) 各项设备的设计费、材料费、制造费、人工费等；
(b) 货物运输至北京奔驰指定场地的包装费、运输费、保险费；
(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；
(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；
(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。
The total amounts with tax stipulated in this Agreement include all the cost and expense necessary for Supplier, thus BBAC doesn't have any obligation of payment exceeding this amount. Unless otherwise mutually agreed in Purchase Contract by Parties, the cost and expense necessary for Supplier in the amounts include but not limited to:
(a) Cost and expense for design, materials, manufacturing and labor for all equipment;
(b) Cost and expense for packaging, freight and insurance premium to the location appointed by BBAC;
(c) 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) 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) Cost and expense for utilities, tax and other contingences which shall be paid by Supplier during working.

6. 最优惠客户待遇

MOST FAVORABLE CUSTOMER

供应商提供给买方的所有价格、质量担保、保修和优惠应与供应商向任何现有客户提供的相应价格、质量担保和优惠相当或更优。若供应商在本合同期限内与任何其它客户达成提供更多优惠或更优惠的条件的安排，则该等优惠或优惠条件自动适用于本合同，除非买方提出异议。

All of the prices, quality assurance, warranties and benefits provided by Supplier are comparable or better than the equivalent terms being offered by Supplier to any present customer. If Supplier shall, during the term of this Contract, enter into arrangements with any other customer providing greater benefits or more favorable terms, then such benefits or more favorable terms will automatically apply to this Contract unless the Purchaser(s) objects.

7. 北京奔驰的财产和信息

BBAC'S PROPERTY AND INFORMATION

为履行采购协议而由北京奔驰提供给供应商的北京奔驰和其客户的财产和信息，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。供应商所作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。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。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。

BBAC's and its customer's property and information, such as drawings, specifications, data and the like, furnished to Supplier for performance of this Agreement shall remain the property of BBAC. 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. 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 this Agreement, and shall not be duplicated or disclosed to others. Upon full performance of this 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 this Agreement.

8. 知识产权

INTELLECTUAL PROPERTY RIGHTS

- 8.1. 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、绘图、记录、文件、信息、材料、发现和发明（合称“工作产品”），均应属于买方的财产。供应商在此接受本一般条款，无条件地并不可撤销地将该工作产品所有的权利、所有权和利益转移、转让给买方。

All work products, including, without limitation, designs, artwork, software, brochures, manuals, products, procedures, drawings, notes, documents, information, materials, discoveries and inventions (collectively, the "Work Products") made, conceived or developed by Supplier which result from or relate to the Services, shall be the sole property of Purchaser(s). Supplier hereby unconditionally and irrevocably transfers and assigns to Purchaser(s) all right, title and interest in or to any Work Product by accepting these General Terms and Conditions.

- 8.2. 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 right or interest 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.

- 8.3. 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（合称“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的许可协议进行。

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.

- 8.4. 买方应当及时书面通知供应商任何向买方提出的索赔和已经采取或威胁采取的法律行动，并将允许供应商自费用进行任何因此发生的诉讼以及为和解索赔而进行的所有协商。此外，应买方合理要求，供应商应向买方提供所有必要的协助，以帮助买方保护其对货物、服务、工作产品以及工作产品中使用的标识享有的权利和利益以及就上述权利或利益进行辩护。

Purchaser(s) shall give to Supplier prompt notice in writing of any claim being made or action threatened or brought against Purchaser(s) and will permit Supplier, at Supplier’s own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim. At Purchaser’s reasonable request, Supplier shall provide all necessary assistance to Purchaser(s) in Purchaser’s efforts to defend and protect its rights and interest in the Goods, Services, the Work Products or the Marks used in the Work Products.”

9. 保密和数据保护

CONFIDENTIALITY AND DATA PROTECTION

- 9.1. 双方将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 will obey and implement content stipulated in “BBAC Non-Disclosure Agreement” concluded by and between Parties..

- 9.2. 北京奔驰向供应商披露的、与采购协议相关的任何个人信息数据（“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 extent BBAC discloses to the Supplier in connection with this Agreement any data related to individual persons (“Personal Data”), the Supplier shall treat, store, handle, transfer and modify such Personal Data in compliance with applicable privacy laws and with additional instructions provided by BBAC.

10. 不可抗力

FORCE MAJEURE

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(如自然灾害、战争、暴乱等)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 (e.g. natural catastrophes, war and riot, etc) affecting it to perform this Agreement, the party claiming affected by such event shall notify the other party in writing 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 this 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.

11. 审计、合规、可持续发展与安全

AUDIT, COMPLIANCE AND SUSTAINABILITY

- 11.1. 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 this Agreement, to verify 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, he can demand, that the examination is performed by a certified accountant appointed by BBAC that is bound by a confidentiality agreement.
- 11.2. a) 供应商应协助并与北京奔驰全力合作以遵守适用于双方拟洽谈合作业务的法律：包括且不限于中国反腐败法律、德国反腐败法律和美国反腐败法律（不考虑其管辖限制）、以及适用于供应商或其关联方从事的与本协议甲乙双方拟洽谈合作业务有关的或者与涉及各方的任何其它业务事项的任何活动的任何其他法律、法规、规定、命令、法令或具有法律效力的其他指令（各种情形下皆包含可能不时进行的修订）；
- Party B shall assist and cooperate fully with the efforts of Party A to comply with all Applicable Laws, including but not limited to the Chinese anti-corruption Law, the German anti-corruption law and U.S Foreign Corruption Practice Act, without regard to their jurisdictional limitations, and all other laws, regulations, rules, orders, decrees or other directives carrying the force of law applicable to any activities engaged in by Party B or any of its Affiliated Persons in connection with this Contract or any other business matters involving each Party (in each case as the same may be amended from time to time);
- b) 供应商有义务不从事任何欺诈、资金挪用、破产犯罪、违反竞争法、授予非正当利益，贿赂或接受贿赂等违法犯罪行为，抵制其他由供应商的雇佣人员或第三方进行的腐败行为； Party B is obliged to desist from all illegal practices such as fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the Party B or other third parties;
- c) 北京奔驰一旦发现供应商或其工作人员违反了本第 11.2 条之陈述，北京奔驰有权要求供应商对其涉嫌违反相关约定的员工进行事实调查并基于调查结果作出相应的内部处理决定；如供应商拒绝上述合作，北京奔驰应当有权立即退出或终止与供应商的进行中的交易协商谈判，如果已经签署了相应的合同，则北京奔驰有权无条件解除与供应商签订的该等合同。供应商同时还应当赔偿北京奔驰由于供应商违反以上约定而给北京奔驰造成的全部损失（包括但不限于合理的律师费用）。北京奔驰亦可永久性取消供应商作为北京奔驰的潜在商业伙伴的资格。
- In the event Party B or its employees engage in such activities in breach of representations in this section 11.2, Party A has the right to request Party B to investigate the involved employees who have violated this section and to take necessary disciplinary action based on the investigation. If Party B refuses to cooperate, Party A shall be entitled to immediately withdraw from or terminate the relevant legal transaction existing with Party B and the right to cancel all negotiations with Party B without any condition. Party B shall also indemnify Party A for all its losses caused by the above breaches of Party B (including but not limited to attorney fee). Party A may also permanently remove Party B from consideration as a potential business partner to Party A.
- 11.3. 供应商自身并代表其关联方，保证并承诺如下：
- Party B, for itself and on behalf of its Affiliated Persons, warrants and commitments that:
- a) 其已遵守并将继续遵守所有的适用法律，且尽其所知，其并未采取并将不会采取或未能采取任何行动，这些作为或不作为可能导致其自身或北京奔驰根据适用法律承担责任；
- It has complied, and will comply, with all of the Applicable Laws and has, to its best knowledge, not taken, and will not take or fail to take any action, which act or omission would subject itself or Party A to liability under the Applicable Laws;
- b) 尽其所知，其自身或及任何关联方均未已经直接或间接地向任何政府官员或为该等官员的利益提供、支付、给予或贷款，或者已经承诺支付、给予或贷款，或者将提供、支付、给予或贷款，或将承诺给予支付或贷款金钱或任何其它有价值物，以达到下述的贿赂目的：(i)影响该政府官员以其职务身份所作的任何行为或决定；(ii)诱使该等政府官员违反其法定职责作为或不作为；(iii)取得任何不当利益，或者(iv)诱使该等政府官员利用其对政府实体的影响力以影响或改变该政府实体的任何行为或决定，从而为使其自身或北京奔驰获取业务；

Neither itself nor any of its Affiliated Persons has, to its best knowledge, offered, paid, given or loaned or promised to pay, give or loan, or will offer, pay, give or loan, directly or indirectly, money or any other thing of value to or for the benefit of any Government Official, for the purposes of corruptly (i) influencing any act or decision of such Government Official in his official capacity, (ii) inducing such Government Official to do or omit to do any act in violation of his lawful duty, (iii) securing any improper advantage, or (iv) inducing such Government Official to use his influence with a Government Entity to affect or influence any act or decision of that Government Entity, in each instance to direct business to itself or Party A; c) 其自身或其任何关联方均不是一个政府实体或政府官员，该等政府实体或政府官员的职务职责包括就向供应商或北京奔驰获取业务作出决定、或对能够为供应商或北京奔驰获取业务的政府官员进行指导、控制或指挥。或者 Neither itself nor any of its Affiliated Persons is a Government Entity or a Government Official whose official duties include deciding to direct business to itself or Party A; Or, supervising, imposing control upon or instructing the actions of Government Officials who are in a position to direct business to Party B or Party A. Or

d) 如果供应商或其任何关联方是或将会是一个政府实体或政府官员，且该政府实体或政府官员的职责包括向供应商或北京奔驰获取业务做出决定，或者对能够为供应商或北京奔驰获取业务的政府官员进行指导、控制或指挥，则供应商及各自的关联方应陈述、保证并承诺，利益冲突将会被排除。供应商应毫不迟延地以书面方式通知北京奔驰其采取的、防止利益冲突的措施。

In case Party B or any of its Affiliated Persons are or will become a Government Entity or a Government Official whose official duties include decisions to direct business to Party B or Party A or to supervise or otherwise control or direct the actions of Government Officials who are in a position to direct business to Party B or Party A, Party B and the respective Affiliated Persons represent, warrant and covenant, that conflicts of interest will be excluded. Party B shall inform Party A in writing without undue delay about the measures taken to prevent a conflict of interest.

e) 供应商或其关联方未曾并将不会以获得甲乙双方拟洽谈合作业务为目的，直接或间接地与任意第三方串通价格，或通过采取其他排除竞争的手段获取商业利益。

Party B or its affiliated parties have not colluded with or will not collude with any third party regarding prices directly or indirectly, for the purpose of obtaining business cooperation under negotiation between Party A and Party B, nor have Party B or its affiliated parties obtained or will obtain commercial interests by other means of competition exclusion.

f) 供应商及其工作人员不得从事以下有可能影响公平交易、正当竞争的活动：

Party B undertakes and covenants that its employees will not engage in any of the following activities, which might influence the fairness of transaction and fair competition:

向北京奔驰工作人员及/或其亲属提供、承诺或给予其“酬金”、“回扣”或其他各种形式的现金或有价物品、包括有价证券、股份、礼物、购物卡、健身卡等；

To offer, promise or provide the employees of Party A and/or his/her relatives, in the name of ill not engage in any of the following activities, which might influence the fairness securities, shares, gifts, purchasing cards, sports cards, etc.;

请北京奔驰工作人员及/或其亲属至任何歌舞厅、夜总会、保龄球馆或其他公共娱乐场所进行消费；

To invite the employees of Party A and/or his/her relatives to any Karaoke, night club, bowling or other public places of entertainment;

免费或低价安排北京奔驰工作人员及/或其亲属旅游、度假；

To arrange tourism or vacations for the employees of Party A and/or his/her relatives for free or at a low price;

向北京奔驰工作人员及/或其亲属提供其他有形或无形的利益。

To provide tangible and intangible benefit to employees of Party A and/or his/her relatives.

g) 供应商有义务就其在过去或即将开展的合作中，同北京奔驰及其工作人员存在或将可能存在的利益冲突向北京奔驰做出及时披露，若经北京奔驰核实、测评后认定该利益冲突将影响双方业务合作的正常开展或同《北京奔驰行为准则》要求相悖，供应商应在第一时间采取具体措施（包括但不限于相关人员的回避，配合北京奔驰采取风险控制措施等）以消除对双方合作可能产生的影响。

Party B shall have the duty to make timely disclosure to Party A, if Party B has or might have conflict of interests with Party A or its employees in the past or in the future; after Party A the past or in and evaluation, if the conflict of interests will be confirmed that it will affect the normal conduct of the business cooperation or violate the requirements of BBAC Integrity Code, Party B shall take measures at the first time (including but not limited to the related people's the related taking risk

control measures in cooperation with Party A, etc.) to eliminate possible impact on the cooperation between Party A and Party B.

就该利益冲突的出现，如果供应商不能澄清其主观上不存在恶意或故意，那么北京奔驰保留进一步调查、追责、求偿的权利。

Regarding the occurrence of conflict of interests, Party A has the right to investigate, affix responsibility, and claim for compensation for Party B's breach behaviors, if Party B couldn't testify it doesn't have subjective malice or subjective intention.

利益冲突，包括但不限于：北京奔驰员工或其近亲属（配偶及双方父母，兄弟姐妹和子女）投资设立供应商或其关联方，或持有或间接持有供应商或其关联方股份，或在供应商或其关联方任职（或兼职）；自北京奔驰离职不满五年的员工在供应商管理层任职等情形。

The conflict of interests includes but is not limited to: Party A's employees or their close relatives (spouse, parents, brothers, sisters or children) invest on setting up Party B or its affiliated parties, hold shares of Party B or its affiliated parties directly or indirectly, or are hired by Party B or its affiliated parties (including part-time job); or hold positions in Party B within five years from his/her demission from Party A.

- 11.4. 如果供应商或其任何关联方违反了本第 11.3 条项下的保证与承诺，该等保证与承诺均应视为重要的且在本合同有效期内持续做出，北京奔驰应当有权立即退出或终止与供应商的正在进行中的交易协商谈判，如果已经签署了相应的合同，则北京奔驰有权无条件解除与供应商签订的该等合同。供应商还应向北京奔驰赔偿由此给北京奔驰造成的全部损失（包括但不限于合理的律师费用）。北京奔驰亦可永久性取消供应商作为北京奔驰的潜在商业伙伴的资格。

If Party B or any of its Affiliated Persons breaches any of the warranties or commitments in this Section 11.3, each of which is deemed to be material and continuously made throughout the term of this Contract, then, Party A shall be entitled to immediately withdraw from or terminate the relevant legal transaction existing with Party B and the right to cancel all negotiations with Party B without any condition. Party B shall also indemnify Party A for all its losses caused by the above breaches of Party B (include but not to attorney fee). Party A may also permanently remove Party B from consideration as a potential business partner to Party A.

11.5. 披露与沟通 Disclosure and Communication

- a) 如果出现符合 11.3 g)条所描述的情况，请通过以下途径向北京奔驰合规办公室进行信息披露：

电话：+86 10 67824498

邮箱：ccd@bbac.com.cn

When the situation described in article 11.3 g) occurs, please contact with BBAC compliance office to disclose related information through the following ways:

TEL: +86 10 67824498

E-MAIL: ccd@bbac.com.cn

- b) 供应商或其工作人员如果发现或知晓北京奔驰或其工作人员的任何不合规行为，供应商或其工作人员有义务向北京奔驰单位的商业行为办公室(BPO)举报。北京奔驰人员不得以任何理由对供应商或其工作人员进行报复。北京奔驰对举报属实和严格遵守廉洁责任的供应商，在同等条件下给予优先接洽商务活动的机会。商业行为办公室将对所有报告和相关信息严格保密。应供应商的要求，也可实施匿名处理措施。

In the event Party B or its employees are aware of any unethical behaviors of any of our employees, Party B or its employees are obliged to report the issue to the Business Practice Office (BPO) of Party A. Party A or its employees shall not take revenge on Party B or its employees for any reasons. Party B who reports honestly and acts with probity will be given priority when it is in the same condition as other candidates for carrying out business with Party A in the future. BPO will maintain strict confidentiality concerning all reports and related information, and can also ensure anonymous treatment upon your request.

商业行为办公室（中国，北京） Business Practices Office (Beijing, China)	
信件 Mail to:	北京经济技术开发区博兴路 8 号 北京奔驰汽车有限公司 1 号办公楼 2 层 A3 办公区 公司审计与合规部 商业行为办公室（收） 邮编：100176 Business Practice Office, Corporate Audit & Compliance Dept. A3 area, 2nd floor, No.1 building, Beijing Benz Automotive Co., Ltd. No.8 Boxing Road, Beijing Economic-technological Development Area (BDA) Beijing 100176
电话 Phone:	+86 10 6782 4646
电子邮箱 Email:	bpo@bbac.com.cn

c) 无论何种情形，在不违法法律法规和政府部门书面文件的前提下，未得到北京奔驰书面许可，供应商均不得向第三方或公众提供任何涉及北京奔驰商业信息的文件资料（包括但不限于 11.3 c）所述的调查报告或内部处理决定）
No matter in which situation, without Party A' s admission in writing, Party B couldn't provide any document which involves Party A's commercial information (including but not limited to reports or internal decisions as described in article 11.3 c) to any third party or public, under the legal rules and government documents.

11.6. 供应商应协助并全力配合戴姆勒或任何戴姆勒集团公司遵守适用法律。供应商应当允许戴姆勒及其代表在正常办公时间内检查并复印供应商与在本合同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。

Supplier shall assist and cooperate fully with the efforts of Daimler or any Daimler Group Company to comply with the Applicable Laws. Supplier shall permit Daimler and its representatives during normal office hours to examine and make copies of Supplier's books and records relating to transactions based on this Contract, to verify compliance by Supplier with the representations, warranties and covenants of this clause.

11.7. 北京奔驰致力于构建以诚信为基础的合规文化，在一切商业行为中秉持“公平”、“公开”、“公正”的商业原则，并倡导所有的商业伙伴与其一道共同维护合法、合规的良好商业环境。北京奔驰官方认证微信公众号“合规微平台”已面向公司内员工及外部商业伙伴开通，欢迎您关注并了解北京奔驰的合规管理及合规文化建设成果，分享您的合规关切。请扫描右侧二维码关注“北京奔驰合规微平台”。

BBAC is committed to establish a corporate culture based on integrity, follows the principles of “fairness”, “openness” and “justice” in all business activities, and hopes all its business partners join it in maintaining a legitimate and compliant business environment. “BBAC Compliance WeChat Platform”, an authorized public WeChat account, has been released to BBAC employees as well as its business partners. Please follow it to learn about the compliance management and compliance culture construction status in BBAC, and share with BBAC your compliance concerns. Please kindly scan the QR code on the right to follow “BBAC Compliance WeChat Platform”.



11.8. 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 meet: 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.), adherence to legal standards and environmental rules (including preventive environmental protection), and taking corporate social responsibility.

11.9. 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.

11.10. 北京奔驰和供应商从根源上贯彻执行环境综合保护措施，事先评定生产流程和产品对环境的冲击并综合一切因素后再转化为公司层面的决策。产品和生产流程都是按照整体原则来设计以使他们符合环保兼容性并尽可能的节约能源。

BBAC and Supplier implement integrated environmental protection, which deals with the causes, assesses the environmental impact of production processes and products in advance and integrates these into corporate decisions. Products and production processes are designed on holistic principles to make them environmentally compatible and to use resources as sparingly as possible.

12. 期限及终止

TERM AND TERMINATION

12.1. 本通用条款自双方签署之日起生效，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，双方将仍以签订合同时相应版本的通用条款为准。

单次采购的采购合同自双方签署之日起生效，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, original agreed version shall prevail.

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.

12.2. 当采购协议任何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：

Upon the occurrence of any of the following events to a Party, the other Party may unilaterally terminate this Agreement by a written notice to such 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

The Party fails to comply with any of the obligations, provisions and conditions of this 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。

The 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.

12.3. 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须的行业许可，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。

Supplier shall retain valid Business License and necessary industrial license during the term hereof; otherwise BBAC has the right to terminate this Agreement in writing with immediate effect.

13. 适用法律

APPLICABLE LAW

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。

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

14. 争议解决

DISPUTE RESOLUTION

因采购协议引起或与采购协议有关的任何争议，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或与采购协议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 this Agreement for Procurement 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 this Agreement or in the terms related to this Agreement that are not affected by the dispute.

15. 其它条款

MISCELLANEOUS

- 15.1. **全部协议。** 采购协议构成双方就主题事项的全部协议并且明确限于双方所接受的所列明的条款和条件。如果本通用条款与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 and expressly limits acceptance to the terms and conditions stated. In the case of any discrepancy between this General Terms and Conditions and other relevant contract(s), other relevant contract(s) shall prevail.
- 15.2. **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.
- 15.3. **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.
- 15.4. **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.
- 15.5. **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.
- 15.6. **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.
- 15.7. **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.
- 15.8. **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.
- 15.9. **承继人。** 采购协议对双方的承继人均有约束力，且采购协议仅为双方、双方各自的承继人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.
- 15.10. **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本合同项下的任何权利和义务。
- Assignment.** Without the prior written consent of the other Party, neither Party may assign any of its rights or obligations hereunder to any party.
- 15.11. **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。

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.

15.12. 语言。本通用条款以中、英文两种文字书就，若发生歧义，以中文版为准。。

Languages. This General Terms and Conditions is written in Chinese and English. In case of any discrepancies between the Chinese language and the English translation, the Chinese version shall prevail.