

通用采购条款 GENERAL CONDITIONS OF PURCHASE

1. 前言 Foreword

1.1. 基于采购商的采购订单，这些通用条款适用于采购商和供应商之间的所有合同。供应商擅自附上、参照、增加或修改的不同于这些通用采购条款的内容，将认为不被接受，除非经过采购商的书面认可。

These General Conditions of Purchase apply to all contracts between the Purchaser and Supplier, based on the Purchaser's purchase orders. Conditions different from these, attached hereto, referred to, added or amended by the Supplier shall have no value unless expressly and specifically accepted in writing by the Purchaser.

1.2. 每个订单包含所涉及产品的采购技术规范。因此接受订单，就是无条件地接受所有技术规范，因为它是销售合同的不可分割的一部分。

Every order involves reference to the Purchaser's technical specifications in force for the Products included in the order. Acceptance of orders therefore require full unconditional acceptance of all the technical specifications which thereby become an integral part of the sales contract.

2 订单确认 - 价格 Order acknowledgement - Prices

2.1. 供应商应当在收到采购商下达的订单后不迟于 5 天通过“供应商网络协作 (SNC)”系统以电子方式向采购商发送确认函，通知采购商其接受该订单。如果供应商没有这种系统可用，其应当以书面形式或者通过除采购商所实施系统以外的其他互联网系统发送确认函。采购商收到该等订单确认函之后，即应当视为双方达成了协议。在任何情况下，如果供应商执行了订单，并且采购商接受了供应商交付的产品，根据本通用采购条款，即使未获得书面确认函，也应当视为双方达成了协议。

The Supplier shall inform the Purchaser of acceptance of the order by sending him a confirmation in an electronic way by the means of the Supplier Network Collaboration (SNC) system within and not later than 5 days and not exceeding from receipt. If the Supplier does not have this system available he shall send the confirmation in writing or by the means of an internet system other than the one implemented by the Purchaser. The agreement shall be considered concluded on receipt of such confirmation of order. In any case, even in the absence of written confirmation the agreement shall be considered concluded – and subjected to these General Conditions – if the Supplier executes the order and the Purchaser accepts the Products delivered to him by the Supplier.

2.2. 指定的或订单中提到的价格是固定的，不能有任何变动；其中包括采购商所指示的交货产品所用的包装。

The prices indicated or referred to in the order are fixed and cannot undergo any variation; they include packing to the Purchaser's instructions for dispatch.

3. 发票 Invoicing

3.1 供应商不应在交付产品之前签发产品发票。发票应于每个订单相对应，而且需要在发票上显示订单号、材料代码、发货单号、数量和货品描述、单价、总价、VAT、供应商代码，交货条款，货物原产地（如优惠或不优惠）和海关编码（至少前 4 位）。否则采购商有权拒收货物。

Invoices relating to the Products shall be issued by the Supplier and dated not before the delivery of the relative Products. They shall refer to each individual order and indicate the order number, material item code, delivery note number, the quantity and description of the goods, unit price, total price, VAT, Supplier's code, the agreed delivery terms and the origin of the goods (if preferential or not preferential) and customs code (at least the first 4 digits). Otherwise the Purchaser shall have the right to refuse acceptance of the goods.

3.2. 如果发票中含有不合格品，采购商将停止付款，直到此不合

格品被替换和修补，并且因撤回银行汇票、票据或现金等产生的手续费，采购商不予偿还。

Payment arrangements for invoices involving supplies in which non-conforming Products have been found will not be made until such Products are replaced or repaired. Therefore, all charges deriving from the withdrawal of bank drafts, bills, or cash orders shall not be refunded by the Purchaser.

4. 交货地点、文件和条件 Place, documents and terms of delivery

4.1. 须按采购单上指定的日期和地点交付所有产品。须严格执行交货条款。因此，不仅拒绝延迟交货，而且不同意提前交货，除非是采购商要求。

All Products shall be delivered to the Purchaser's facilities on the dates and in the places specified on the purchase order. Agreed delivery terms are binding. Therefore, not only delays are excluded, but also deliveries in advance of the agreed date, unless required by the Purchaser.

4.2. 交付产品须附有交货单（每个订单一张），交货单上显示订单号，材料代码和描述，计量单位，数量，单位数量，每件包装的数量，重量和货物的原产地等详细信息。如要求，供应商须发布遵从适用的指令和法规的 CE 符合性声明。

The Products shall travel with a delivery note (one for each order) that shows details of the order number, materials item code and description, measuring unit, quantity, number of units, number of packs per article, weight and origin of the goods.

4.3 如果供应商延迟交付任何产品使采购商的权利遭受损害，采购商有权要求：

Subject to the Purchaser's right to damages if the Supplier delays delivery of any the Products, the Purchaser shall be entitled to:

a) 罚款金额应不低于现行商业贸易法律规定的有关延迟付款金额数和/或

Charge the Supplier a fine of no less than the amount laid down in current regulations regarding commercial transactions for delayed payment and/or

b) 如果交货延迟超过八天，则除了 a) 项所述的罚款外，将考虑因供应商不履行而依法终止合同。

Subject to the fine mentioned in a) above, consider the contract terminated by right due to non-fulfilment by the Supplier if the delay exceeds eight days.

4.4. 任何提前于订单所要求日期交货的产品，采购商可以退还给供应商并由供应商付费，这种情况可认为产品未交付。如果采购商决定接收，付款应以原协议的交付日期进行支付。

The Purchaser may send back to the Supplier, at the Supplier's expense, any Products delivered in advance of the delivery date endorsed on the order; such Products shall be considered not delivered. If the Purchaser decides to accept an early delivery, the terms of payment shall in any case apply from the agreed delivery date.

4.5. 交货时，产品应随附必要的文件，以确保符合所有现行的指令和/或适用的国内和国际法规。

At the moment of the delivery, the Products shall be accompanied by the documentation needed to guarantee the compliance with all Directives in force and/or the applicable national and international Regulations.

5. 包装 Packing

5.1. 供应商应当确保包装适合所供应的产品以及其他类似的条件，以保证产品抵达采购商仓库时保持完整。

The Supplier shall assure that the packaging is suitable for the supplied Products and such to guarantee that the Products arrive integral at the warehouse of the Purchaser.

5.2 包装须用标签进行标识，其能被采购商自动接收货物区域读取（例如 DATAMATRIX）。

Packing shall be identified with a label that can be read in the Purchaser's automatic goods acceptance areas (e.g. DATAMATRIX).

5.3. 标签须符合采购商 0.20.02 手册的规定，随后的修订，可在 www.zippasindustries.com 网站上查阅和打印。

The label shall comply with the specifications written in the Purchaser's 0.20.02 manual and subsequent amendments, available for consultation and printout on the website www.zippasindustries.com.

5.4. 如果供应商无法根据采购商要求的标记张贴 DATAMATRIX 类型的标签，其应当提供标签，并在标签上注明供应商名称、货物净重、包装数量和件数、采购商材料项目代码和生产批号及采购商订单号码。

If the Supplier is unable to apply a label of DATAMATRIX type according to the Purchaser's requested indications, he shall provide a label carrying the Supplier's name, net weight of the goods, quantity and number of packages, Purchaser's material item code and production batch number, Purchaser's order number.

6. 供货规范 Supply acceptance

6.1. 供应商承诺供应以精湛的技术制造、无缺陷并且符合技术规格和适用现行标准的产品。

The Supplier undertakes to supply Products made in a workmanlike manner, without defects and conforming to the technical specifications and applicable current standards.

6.2 采购商有权检验其订购的产品，拒绝接受不合格和/或过量供应的货物，并以“运费到付”的方式将该等货物退回供应商。采购商应当将货物不合格和/或供应商声明的货物数量与采购商接收的货物数量之间的差异情况通知供应商。

The Purchaser has the right to inspect the Products ordered and refuse to accept goods that do not conform and/or are supplied in excess number, returning them carriage forward. The non conformities and/or the differences in quantity between what the Supplier declares and what the Purchaser receives shall be communicated to the Supplier.

6.3. 如果因产品不合格而不被接受，采购商有权取消整个订单或订单的一部分。经采购商对不合格沟通及接受换货申请，被拒收的批次或元件须在供应商付费条件下于 7 天内进行替换。

Subject to the Purchaser's right to cancel the whole order or part of it if Products, are not accepted because they do not conform, the batches or units refused shall be replaced at the Supplier's cost within seven (7) days from the Purchaser's communication of non-acceptance together with a request for replacement.

6.4 对任何不合格产品，采购商有权要求赔偿损失，可任意要求：

In the case of non-conforming Products, subject to the right to demand damages, the Purchaser may require, at his discretion:

a) 合格产品替换不合格产品，或

Free replacement of the faulty Products with conforming ones, or

b) 终止合同，并要求供应商退回所涉及的货款部分。

Termination of the contract with consequent credit of the amount involved.

6.5. 如果不合格产品需要额外的加工和/或雇佣劳动力使其变得有用，所产生的费用都必须由供应商承担。

If the non-conforming Products need extra machining and/or employment of labour to make them usable, the costs involved shall be charged to the Supplier.

7 担保 Warranty

7.1. 除非另有书面约定，由供应商出具的保修期是指从产品的发货期起的 30 个月内有效。

The warranty issued by the Supplier is valid for thirty (30) months from the date of consignment of the Products, unless otherwise agreed in writing.

7.2. 在保修期内，供应商依照采购商要求在采购商的工厂或其客户的工厂免费替换或修理故障产品。

During the warranty period, at the request of the Purchaser the Supplier shall replace or repair faulty Products free of charge on the Purchaser's premises or at its Customer's facilities.

7.3. 如果在采购商生产过程中发现的不合格品，此不合格品不是由采购商造成的，供应商应保证更换，替换或修理元件必须同样

受益于原产品的担保条款。

If the Products supplied are used in the Purchaser's production processes, the Supplier shall also guarantee replacement of non-conforming Products not due to the Purchaser's production process. The replaced or repaired units shall benefit from the same warranty terms applied to the replaced or repaired Products.

8. 生产过程更改 Changes to the production process

8.1. 由于采购单是基于先前批准的供应商及其生产过程，因此供应商计 1 更改生产过程和/或移动生产地点和/或更改材料和/或次级供应商和/或设计，必须提前并书面通知采购商。

As the purchase order presupposes prior approval of the Supplier and his production process, the Supplier shall inform the Purchaser well in advance and in writing about his intention to change the production process and/or move production of the Product to another place and/or change materials and/or sub-suppliers and/or design.

8.2. 供应商必须获得采购商的书面批准，在进行任何更改和供应新制造的产品前。

The Supplier shall obtain written approval from the Purchaser before making any changes and supplying Products made with the new manufacturing.

8.3. 因此采购商必须有权批准新过程和/或新地方制造的产品。

The Purchaser shall therefore have the right to approve the Product before it is manufactured and sold with the new process and/or in the new place.

9. 首次生产批准 First production for approval

9.1. 为了开始采购商的批准程序，从而批准采购和使用此产品于其生产过程，新产品在第一次交货时，须包含由最终生产工具（场所）制造出样品的介绍，合适的标识，提供一份证明产品符合的测试报告，并且遵守现行适用的标准/规定。

In order to start the Purchaser's approval procedure and therefore authorizing the purchase and use of the Product in his production process, the first consignment of a new Product shall comprise the presentation of a lot of the Product manufactured with final production tools (preseries), suitably identified and provided with a report containing the tests made by the Supplier to certify Product conformity and compliance to the applicable standards/regulations in force.

9.2. 如果产品是由供应商设计制造的，采购商只提供尺寸图纸（规格），当采购商有特殊要求时，除以上提及的内容外，供应商必须提交上述提及的样品及各个零件的图纸或其他相关文件；这些文件需及时更新，如果在供应期间，之前经批准的产品发生更改，须经过采购商提前批准。

If the Products are manufactured to the Supplier's project for which the Purchaser only provides the dimensions drawing (as well as any specifications), in addition to what above mentioned, the Supplier, when specially required by the Purchaser, shall present the drawings for the individual parts or other relevant documents; such documentation shall be promptly updated if, during the provision of supplies, the approved Product undergoes changes, formerly approved by the Purchaser.

10. 工业产权和知识产权 Industrial and intellectual property

10.1. 供应商保证所供应的产品不侵犯第二方的任何专利、版权或其他工业产权或知识产权，并保证采购商不受任何来自第二方的要求，索赔等损害。

The Supplier guarantees that the Products supplied do not violate any patents, copyrights or other industrial or intellectual property rights of third parties and undertakes to indemnify, hold harmless and compensate the Purchaser against any applications, demands, damages or costs deriving from claims by third parties.

11 技术文件 工装 模具 Technical documentation – Tooling – Dies

11.1. 供应商应当及时更新采购商提供的技术文件，继续更新其在组织内部使用的或其分供应商使用的内部文件，并保证在进行生

产和质量控制的场所可随时获取该等文件；而且其应当避免使用过时的文件。

The Supplier shall keep up-to-date the technical documentation received by the Purchaser, proceed with the updating of the internal documents he uses in his organisation or used by his sub-suppliers and guarantee that the documents are available when and where the production and the quality controls are carried out; moreover he shall avoid that obsolete documents are used.

11.2. 供应商须尽心保管和保密来自采购商的图纸、样品和所有其他文件和/或材料，当采购商要求时，应将所有资料归还给采购商。明文禁止供应商使用和复制这些文件和材料用于供应商和采购商关系之外的目的。

The Supplier shall exercise great care and confidentiality in keeping the drawings, samples and all other documents and/or materials received from the Purchaser, and shall return them whenever the Purchaser requires them. It is expressly prohibited for the Supplier to use and reproduce such documents and materials for purposes different from the Supplier relationship with the Purchaser.

11.3. 供应商应对采购商所要求的试验，检测和批准试验结果数据进行正确记录，不仅包括本生产线的和涉及到的下级供应商的。供应商须保存记录，保存期限不少于现行标准规定的制造商责任期限。

The Supplier shall keep suitable records of the results of tests, checks and approval tests relating to both his own production and that of any sub-suppliers, to be produced when required by the Purchaser's Quality Dept. The Supplier shall keep the records of results for no less than the term provided for in current standards concerning Manufacturer's liability.

11.4. 在任何情况下，如果进入了诉讼程序，无论是法庭上还是法庭外，供应商应当将所有规定的文件保留更长的时间，直至诉讼结束。

In any case the Supplier shall keep all the prescribed documentation for an even longer period when litigation is entered into, in court or out of court, up to the end of the proceedings.

11.5. 供应商应当对属于采购商和为采购商所有的任何模具和工装或其他类似物品进行标识和维护，并为该等物品投保失窃险和火灾险，相关费用由供应商自行承担。在供应商关系终止后，或者在任何情况下，经采购商要求，供应商应当将所有模具和工装归还采购商，并确保它们的可操作性和完整性。

The Supplier shall provide identification and maintenance for any dies and tooling or whatever belonging to the Purchaser and in his possession, and insure them at his own expense against theft and fire. On termination of the Supplier relationship or in any case at the request of the Purchaser the Supplier shall return the dies and tooling, operational and complete in all their parts.

11.6. 供应商和采购商一起准备的工装，供应商须谨慎使用和保存，没有采购商的书面授权，不能擅自更改和/或销毁和/或其他使用。任何情况，供应商应对任何损害导致不可用和/或对上述工装的破坏负有责任。

Tooling prepared by the Supplier and Purchaser together shall be very carefully used and kept by the Supplier and may not be altered and/or destroyed and/or used by others without prior written authorization from the Purchaser. In any case the Supplier shall be held liable for any damages caused by non-availability and/or destruction of said tooling.

11.7. 如果使用时出现异常，消除异常需要特别维护，供应商须通知采购商以便收到如何做的指示（任何损坏/破坏须由供应商承担）。

If anomalies occur during use, the elimination of which requires extraordinary maintenance, the Supplier shall inform the Purchaser in order to receive instructions about what to do (any damage/breakages shall be charged exclusively to the Supplier).

12. 保密条款 Confidentiality clause

12.1. 所有供应商所知道的信息和数据，只除了众所周知的信息之外，供应商都有义务保密，甚至不能透露给第三方知道。

All information and data that comes to the notice of the Supplier,

excluding only those of public domain, are to be considered reserved and confidential and the Supplier shall therefore undertake not to disclose them to third parties.

13. 道德准则 Code of Ethics

13.1. 供应商声明，其了解采购商的《职业道德准则》中包含的有关组织管理责任和原则方面的规定，该准则可以在采购商的公司网站 www.zippasindustries.com 上获取和打印，其应当视为本通用采购条款的一个完整组成部分。

The Supplier declares that he is aware of the regulations regarding the administrative responsibilities of organisations and the principles included in the Purchaser's Code of Ethics, available for consultation and printout on the website www.zippasindustries.com, to be considered an integral part of these General Purchase Conditions.

13.2. 如果因供应商未遵守上述道德准则的规定，而导致了不履行合同的严重后果，采购商有权立即终止关系。

Failure by the Supplier to observe the provisions in the above-mentioned Code of Ethics shall to all effects and purposes imply serious non-fulfilment of the contract and shall authorize the Purchaser to terminate the relationship with immediate effect.

14. 管辖法院 — 适用法律 Competent Court – Applicable law

14.1 本通用采购条款及与其执行相关的关联合同适用《联合国国际货物销售公约》（即 1980 年 4 月 11 日订立的《维也纳公约》），如双方因本通用采购条款产生争议，应当适用国际销售中公认地适用于国际销售合同的法律原则。

The General Conditions of Purchase and correlated contracts connected to its execution are governed by the Convention of the United Nations on the International Sale of Goods (Vienna Convention of 11.04.1980) and, for the disputes excluded from it, by the law principles generally recognized in the international sale applicable to the international sale contracts.

14.2. 如果双方之间产生任何争议，特雷维索法院应当为唯一具管辖权的法院，但双方理解，在任何情况下，如果采购商向供应商提起诉讼，采购商应当可以合法地选择任何其他具管辖权的法院。

In case of any dispute between the parties the competent court will be exclusively the Court of Treviso, being understood that the Purchaser shall be in any case legitimated to choose any other competent court in case of an action against the Supplier.

15. 在供应商处检查 Inspections on Supplier's premises

15.1. 采购商有权访问供应商工厂，通过通知与客户及政府当局一起评估供应商的组织（设备，劳动力，材料，生产过程，最终试验，发货，等）。

The Purchaser reserves the right to visit the Supplier's premises, with notice and together with Customers and the government Authorities for the purpose of assessing his organization (equipment, labour, incoming materials, production process, final tests, dispatch, etc.).

16. 禁止广告 No publicity

16.1. 供应商在任何类型的宣传中提及向采购商供货，应当经采购商明确授权。

Publicity of any type that refers to supplies made to the Purchaser shall be expressly authorized by himself.