

§ 1 总则 General

1. 以下通用条款适用于 Suedwolle Group GmbH (以下简称“Suedwolle Group”)及其关联公司与供应商之间的所有订单（包括货物和服务）及相关法律关系。
The following general terms of business for purchase of goods and services apply to all orders (supplies and services) and legal relationships between Suedwolle Group GmbH (“Suedwolle Group”), its affiliated group companies and its suppliers.
2. 本条款具有排他适用效力，如供应商条款与本条款冲突，除非经 Suedwolle Group 书面同意，否则不予接受，在知悉存在冲突的前提下即使 Suedwolle Group 接受了供货或服务，该供应商条款仍不作为本协议内容的一部分。
These general terms of business apply exclusively. In the event that any terms of business of our suppliers conflict with these present terms of business or with legal stipulations, such terms of business of our suppliers are hereby expressly contradicted, unless Suedwolle Group has agreed in writing on an individual basis to accept such conflicting terms of business of our supplier. The terms of business of our supplier also do not become part of the content of an agreement even though Suedwolle Group has accepted supplies or services in cognizance of such conflicting or supplementary terms of business.
3. Suedwolle Group 与供应商就本条款实施所达成的协议，应均以书面形式记录
All agreements which are reached between Suedwolle Group and the supplier regarding the execution of these terms have to be recorded in writing.
4. Suedwolle Group 仅接受质量至少符合最新版 Oeko-Tex Standard 100 1 类附录 6 标准、不含 APEO 且未列入最新 REACH SVHC 清单的原材料。
Suedwolle Group only accepts goods which quality corresponds at least with the most recent Oeko-Tex Standard 100 Class 1 Appendix 6, is free of APEO and is not listed in the most recent REACH SVHC list.
5. 供应商保证其交付的货物以及所提供的工艺、产品和服务符合当地技术水平，并遵守出口国、进口国及目的地国的法律法规适用要求（例如包括但不限于 REACH 法规、SVHC 候选清单、加州 65 号提案、美国消费安全委员第 16 篇、瑞士《化学品风险降低条例》、欧盟（EU）No528/2012...）---如已知，并符合 Suedwolle Group 的企业社会责任（CSR）要求。
The supplier warrants that its deliveries and the processes, products and services provided by it are in accordance with the state of the art and comply with the applicable legal and regulatory requirements of the exporting country, the importing country and the country of destination (e.g. but not limited to REACH Regulation, SVHC Candidate List, California Proposition 65, CPSC Title 16, Swiss Chemical Risk Reduction Ordinance, EU Regulation (EU) No 528/2012...) - if known, as well as with the CSR of Suedwolle Group.
6. 若下达的是经 GOTS、IVN Best、GRS、RWS 或其他认证的订单，供应商须保证符合本标准，特别是化学品相关要求。
此外，我方要求供应商承诺实施 ZDHC MRSL 标准，并在与加工、销售或交付给 Suedwolle Group 的产品相关的制造过程中，消除所有化学配方中的有害化学物质。
If a GOTS, IVN Best, GRS, RWS or other certified order is placed, the supplier guarantees the compliance with this standard, especially the chemical requirements.
Moreover we ask our suppliers to commit themselves to the implementation of ZDHC MRSL and the elimination of hazardous chemicals in all chemical formulations used in manufacturing processes associated with the product processed, sold or delivered to Suedwolle Group.

§ 2 订单接收 Offers

若供应商未在两周内以书面形式拒绝我方的订单，则视为该订单已被接受。

Our order shall be deemed accepted if not rejected in writing within two weeks by the supplier.

§ 3 价格与订单范围 **Prices and scope of order**

1. Suedwolle Group 订单中列明的价格为最高限价，即使在此期间发生价格上涨，该价格亦保持不变。但若供应商在交货日期前下调价格，则应相应下调应付价格。
The prices given in the Suedwolle Group order are maximum prices and will remain unchanged, even in the event of price increases that may take place in the interim. If, however, the supplier reduces his prices before the date of delivery, the supplier will reduce the price to be paid to a corresponding degree.
2. 该价格已包含运费、包装及其他额外费用，且为卖方承担直至货物送达我方指定收货中心为止的所有费用。
The prices apply including freight, packaging and other additional costs free from the reception center named by us until delivery.
3. 我方仅处理包含我方要求的所有必要信息的发票。
We can only manage invoices if they contain all required details according to our demands.
4. Suedwolle Group 保留根据工程技术领域的新进展，在该等进展能为 Suedwolle Group 带来改进的情况下，缩减或扩大订单范围的权利，以及要求修改订单执行方式的权利。若由此导致成本增加，相关费用应由 Suedwolle Group 承担。若成本减少，则该部分金额将从订单金额中扣除。供应商应在开始执行变更后的服务之前，应 Suedwolle Group 的要求，就此类价格变动向其通报。
Suedwolle Group reserves the right to reduce or increase the scope of the order, as well as to request modifications in the mode of order execution, on the basis of new developments in the state of the engineering art, insofar as such developments represent an improvement for Suedwolle Group. If cost increases thereby arise, they have to be borne by Suedwolle Group. In the case of cost reductions, these will be subtracted from the value of the order. The supplier will inform Suedwolle Group on inquiry of such price changes before beginning execution of the changed services.
5. 对于境外合同相对方，该相对方应承担所有涉及海关、领事费以及因德意志联邦共和国境外有效法规产生的任何税费、收费、费率或关税，以及与此相关的任何开支。此外，供应商还同意遵守德意志联邦共和国关于包装、称重、海关和进口手续的相关规定。因此类规定产生的任何额外费用由供应商承担。
In case of foreign contractual partners, such contractual partners will bear any costs involving customs, consulate fees, as well as any taxes, fees, rates, or duties arising from regulations valid outside the Federal Republic of Germany, as well as any expenses arising in conjunction therewith. In association herewith, the supplier also agrees to observe the regulations of the Federal Republic of Germany with regard to packing and packaging, weighing, customs, and import procedures. Any additional charges arising from such regulations are for the account of the supplier.

§ 4 抵消与转让 **Offset and transfer**

1. 合同方无权就我方债权进行抵销，除非涉及 Suedwolle Group 未提出异议的反诉，或已作出不可上诉的终局判决的反诉。此规定同样适用于因同一合同关系而产生的留置权的行使。
The contractual partner will not be entitled to offset with respect to our claims, unless the matter involves counterclaims that are not contested by Suedwolle Group, or that have been finally judged as non-appealable. The same will apply to the assertion of rights of retention, which result from the same contractual relationship.
2. 合同相对方仅在获得我方事先书面同意后，才可对我方的非金钱债权转让给第三方。
The contractual partner may transfer claims against us that are not monetary claims, to third parties only with our prior written consent.

§ 5 交货时间和交货数量 Delivery time and delivery quantity

1. 订单中载明的交货时间具有约束力。供应商若未按约定交货期履行，无需催告即构成违约。
The delivery time stated in the order is binding. The supplier shall be in default, without the need of a reminder, if he does not meet the agreed delivery dates.
2. 若出现或供应商知悉任何表明无法遵守约定交货或履行期限的情况，供应商有义务立即书面通知我方。
The supplier shall be obliged to notify us in writing without delay if any circumstances arise or if the supplier becomes aware of any circumstances which indicate that the agreed time limits for delivery or performance cannot be met.
3. 发生交付延迟时，Suedwolle Group 有权主张法定赔偿。
In the event of delay in delivery Suedwolle Group shall be entitled to statutory claims.
4. 若供应商在交付和/或制造动产方面发生延迟，或在安装和调试不动产方面发生延迟，供应商应支付因延迟造成的违约损害赔偿，金额至少为每个日历日延迟按净合同金额的 0.2% 计算，但每起延迟事件不超过净合同金额的 5%。但 Suedwolle Group 保留通过相关证据证明因延迟产生的更大损害以及额外损害的权利。根据《德国民法典》(BGB)第 341 条第 3 款保留合同罚金的权利，我方可在基础合同关系最终付款前主张该权利。
If the supplier is in default of delivery and/or manufacture of movable goods, or if he is in default with the installation and commissioning of immovable goods, the supplier will pay compensation of the default damage due to the delay of at least 0.2 % of the net contracted amount per calendar day of delay, but not more than a maximum limit of 5 % of the net contracted amount per case of delay. Suedwolle Group, however, reserves the right to assertion of claims, as verified by relevant evidence, for greater damages resulting from delay, as well as for additional damages. The reservation of contract penalty according to § 341 section 3 BGB may be asserted by us until final payment for the underlying contract relationship.
5. 必须按约定交货。若不足量仍作为待交数量。超量交付的最多仅接受不超过一包。
Deliveries have to be made as agreed. Underdeliveries remain as the quantity to be delivered. Overdeliveries are only accepted up to one bale.
6. 若交付货物的条件重量与计算重量不符，Suedwolle Group 有权拒收整批货物。
In case of deliveries whose conditioned weight differs from the calculated weight, Suedwolle Group is entitled to decline acceptance of the whole delivery.

§ 6 货物交付与风险承担 Consignment and assumption of risk

1. 供应商应确保严格遵守相关运输条例。
The supplier assumes responsibility for exact observance of the instructed consignment regulations.
2. 若在收到货物当天未能向 Suedwolle Group 提供充分且正确的运输单据，Suedwolle Group 有权拒收该批货物。供应商应承担因正当拒收货物产生的费用。
Suedwolle Group will be entitled to decline acceptance of consignments if sufficient and correct consignment documents are not made available to Suedwolle Group on the day of receipt of the shipment. The supplier will bear the costs involved in justified refusal of acceptance of consignments.
3. 在向 Suedwolle Group 交付或由 Suedwolle Group 验收之前，合同相对方承担意外灭失或意外损坏的风险。若 Suedwolle Group 收货时发现合同相对方的货物存在可识别缺陷，则第 6.2 条的规定相应适用。
Until turnover to or acceptance by Suedwolle Group, the contractual partner will bear the risk of accidental loss or accidental damage. If the consignment of the contractual partner is found to have recognizable shortcomings upon receipt by Suedwolle Group, the stipulations as set forth here in 6.2. will apply accordingly.

4. 除非另有个别约定，所有服务均视为以运费已付方式提供至指定的交货地址。
All services will be understood to be provided on a carriage-paid basis to the delivery address as given, insofar as no agreement has been reached to the contrary on an individual basis.
5. 除非另有约定，合同相对方承担运输包装费用。仅当 Suedwolle Group 明确书面声明愿意承担或法律强制要求时，Suedwolle Group 才退回包装材料。在此情况下，合同相对方承担包装材料意外损坏、灭失或毁损的风险。
Insofar as nothing to the contrary has been agreed, the contractual partner will bear the costs for transport packing. Return of the packing material by Suedwolle Group will take place only if Suedwolle Group has expressly declared its willingness to this action in writing, or if the return is binding by law. In such cases, the contractual partner will bear the risk of accidental damage, loss, or destruction of the packing.
6. 除非书面另有约定，我方的合同相对方仅在向 Suedwolle Group 交付或由 Suedwolle Group（或通过 Suedwolle Group）验收后，才视为履行了其交付义务。除非合同相对方可以提供其他数值的证明，否则数量和重量数值最终以 Suedwolle Group 相应工厂的测量值为准。
Our contractual partner will be considered to have fulfilled his commitment to deliver only upon turnover or acceptance by Suedwolle Group or through Suedwolle Group, insofar as nothing to the contrary has been agreed in writing. Binding values for quantities and weights will be those values as measured at the respective plant of Suedwolle Group, insofar as the contractual partner cannot provide evidence of other values.
7. 若发生非 Suedwolle Group 责任或仅由 Suedwolle Group 一般或疏忽过失造成的工厂运营干扰、限制或其他不可抗力干扰，在该等干扰持续期间，Suedwolle Group 免于履行及时验收订购货物或服务的义务，也免于支付相应款项，合同相对方无权就此要求赔偿损失。不可抗力事件包括但不限于战争、罢工、闭厂、官方措施、自然灾害、流行病、大流行病、禁运或由于本条款所述情况导致的外包商交付和服务延迟，以及其他超出我方控制范围的不可预见、不可避免且严重的事件。该等事件在干扰持续期间及影响范围内解除我方的履行义务。我方将通知供应商相关情况。若干扰持续时间超过六（6）个月，我方有权（但无义务）就合同履行重新谈判或通过书面通知供应商终止本合同。但无需为此向供应商支付赔偿或补偿
In the event of plant operational disturbances, restrictions or other disturbances resulting from force majeure for which Suedwolle Group is not responsible, or for which Suedwolle Group is merely ordinarily or inadvertently negligent, Suedwolle Group will be released from the obligation to perform prompt acceptance of the ordered goods or services for the period of such disturbances, as well as for payment for the same, without a claim arising on the part of the contractual partner for restitution of damages. Cases of force majeure, including, but not limited to war, strikes, lockouts, official measures, natural disasters, epidemics, pandemics, embargoes or delays in deliveries and services by subcontractors due to such a circumstance in this clause and other unforeseeable, unavoidable and serious events beyond our control, shall release us from our performance obligations for the duration of the disruption and to the extent of its effect.. We will inform the supplier of the circumstances. If the duration of the disruption extends by more than six (6) months, we shall be entitled, but not obligated, to enter into new negotiations for the performance of the contract or to terminate this contract by written notice to the supplier. However, there shall be no obligation to pay compensation or damages to the supplier for this.
8. 《德国商法典》(HGB) 第 373 条的规定不适用。
The stipulations in Paragraph 373 of the German Commercial Code (Handelsgesetzbuch, HGB) will not apply.

§ 7 产品保证/要求 Guarantee/ Requirements for the product

1. 合同相对方保证（遵守适用的监管要求）协议项下货物符合合同约定的特性、质量和可用性，符合相关 DIN 标准，满足适用于其操作和使用的法律法规，且交付的货物不侵犯第三方权利。
The contractual partner ensures in compliance with applicable regulatory requirements that the goods of the agreement correspond to the characteristics as contractually agreed, comply with the contractually agreed quality and usability, comply with relevant DIN regulations, meet the legal and official stipulations applicable to their operation and use and that the delivered goods do not infringe upon the rights of third parties.

2. 对于动产、原材料和辅料，Suedwolle Group 的检验收货及通知缺陷义务自收到货物起开始。Suedwolle Group 的检验义务限于核对交付货物是否与订购货物一致，以及检查货物明显的外部损坏。对于明显缺陷，Suedwolle Group 必须在一个月内进行检验并提出投诉。对于隐蔽缺陷，应在发现后一个月内提出异议。对于不动产（如机器、系统），需要进行正式验收。Suedwolle Group 仅在不动产已安装、设置并具备运行条件时才有义务进行验收。
For movable objects, raw materials and excipients, the obligation of Suedwolle Group to inspect received objects and to report deficiencies will begin only once the deliveries have been received. The obligation of Suedwolle Group to inspect the deliveries will be restricted to an inspection to determine whether delivered material coincides with the ordered goods, and to determination of apparent external damage to the goods. In case of apparent deficiencies, Suedwolle Group must perform such inspection and lodge a complaint within one month. In the case of hidden shortcomings, complaint must be lodged within one month after their discovery. For immovable goods (e.g. machines, systems) a formal acceptance is required. Hereto Suedwolle Group is obliged only if the immovable good is installed, set up and operational.
3. 我方享有不受限制的法定瑕疵索赔权；在任何情况下，我方均有权自行决定要求供应商修复瑕疵或交付新货物。我方明确保留索赔的权利，特别是以赔偿金替代履行的权利。
We shall be entitled to the statutory defect claims without restriction; in any case we shall be entitled to ask the supplier for repair of the defect or for delivery of new goods as we so choose. Entitlement to damages, in particular entitlement to damages in lieu of performance, remains explicitly reserved.
4. 在特别紧急的情况下，Suedwolle Group 有权自行消除任何缺陷，费用由供应商承担。
In particularly urgent cases Suedwolle Group is entitled to remove any defects ourselves at expense to the supplier.
5. 交付货物的保证期为三十六（36）个月，自 Suedwolle Group 工厂交付或验收之日起算。
The guarantee term for deliveries of objects will be thirty six (36) months, beginning with turnover or acceptance at Suedwolle Group plant.
6. 合同相对方确保并保证合同货物按照且符合法定规定生产，包括制造国和目的地国的规定。合同相对方进一步保证合同货物交付时无缺陷，尤其包括在款式设计、材料质量、表面处理及其他产品规格（如标签、包装等）方面与样品一致。
The contractual partner ensures and guarantees that the contractual goods are produced in accordance and under compliance with the statutory stipulations. This includes the stipulations of both the manufacturing country and destination country. The contractual partner warrants furthermore that the contractual goods are delivered free of defects. This includes especially the accordance with samples regarding design, material quality, finish and other product specifications (e.g. labeling, packaging, etc.).
7. 合同相对方确保并保证合同货物在其生产场所生产，且海关及对外经济、法律原产地与实际制造国一致。未经 Suedwolle Group 事先同意，不得将订单转让或分包给分包商。若合同货物来自第三方，合同相对方预先同意 Suedwolle Group 有权检查该生产场所，以核查其生产能力、质量和制造国。
The contractual partner ensures and guarantees that the contractual goods are produced in his production sites and that customs and the foreign economic, legal origin corresponds with the actual manufacturing country. The order will not be transferred or awarded to a subcontractor without prior consent of Suedwolle Group. In the event that contractual goods are received from third parties, the contractual partner gives his advance consent that Suedwolle Group is allowed to inspect this production site to examine production capacities, qualities and the manufacturing country.
8. Suedwolle Group 保留随时（包括发货前）检查合同货物的权利，以确保质量持续稳定。但该类检验或检查均不构成对货物的验收。
Suedwolle Group remains the right to examine contractual goods at any time (as well prior to dispatch) to secure a consistent high quality. However neither this inspection nor the examination include the acceptance of the goods.

9. 产品必须遵守色牢度值、上限值及任何其他限值要求。
The products have to observe the fastness values, top limits and any other limits.

§ 8 责任 Liability

1. 根据适用法律，合同相对方应对其自身或其分包商负有责任的所有损害承担责任。对于因合同相对方或其分包商造成的损害而引发的任何第三方损害赔偿请求，以及政府监管机构等发布的指令所产生的后果，合同相对方应赔偿 Suedwolle Group 因此遭受的损失。
In accordance with applicable law the contractual partner will be liable for all damages for which he or his subcontractors are responsible. He will indemnify Suedwolle Group against any claims for damages by third parties, as well as against the consequences of instructions issued by regulatory government agencies etc., in all cases in which such claims are lodged in conjunction with damages caused by the contractual partner or his subcontractors.
2. 合同相对方或其分包商对任何损失或损害负有责任时，应立即通知 Suedwolle Group。
The contractual partner will immediately notify Suedwolle Group in the event that he or his subcontractors are responsible for any loss or damages.
3. 合同相对方同意按照第 8.4 和 8.5 款的规定投保或提供责任险和产品责任险，并在合同关系存续期间及合同关系终止后至少六个月内维持该等保险有效。Suedwolle Group 可要求提供相关证明。
The contractual partner agrees to take out or provide a liability insurance and a product liability insurance in accordance with the stipulations contained herein under Subparagraphs 8.4. and 8.5., and to keep such insurances in force throughout the term of the contractual relationship and for a period of at least six months after termination of such relationship. If required proof can be requested by Suedwolle Group.
4. 责任险应覆盖合同相对方雇佣从事相关工作的个人，只要该个人在履行本协议项下活动时可能造成损害。除非订单中规定了不同的金额，责任险的最低保额为每次损害事件：人身伤害和财产损失 500,000 欧元，经济损失 50,000 欧元。
The liability insurance will cover the liability of those persons whose services are employed by the contractual partner to conduct the relevant work, insofar as these persons may cause damages in the performance of their activities arising from the present agreement. Insofar as different amounts are not specified in the order, the minimum coverage of the liability insurance will be per occurrence giving rise to damages: EUR 500,000 for personal injury and property damage, and EUR 50,000 for pecuniary losses,
5. 合同相对方同意维持产品责任险，保额为每人每次人身伤害或财产损失 5,000,000 欧元（综合险）。
The contractual partner agrees to maintain a product liability insurance with a coverage of EUR 5.000.0000 per personal injury or property damage (blanket).
6. 若 Suedwolle Group 在保险覆盖范围之外还有权主张进一步的损害赔偿，该权利不受影响。
If Suedwolle Group is entitled to further damage claims beyond the insurance coverage, these remain unaffected.
7. Suedwolle Group 仅在以下情况下承担责任：Suedwolle Group 或其代理人存在故意或重大过失，或违反了重要的合同义务；所谓重要合同义务，是指其履行具有基本必要性，且合同双方可以信赖其得到可靠履行的义务。若因非故意或重大过失导致未履行重要合同义务，责任仅限于典型且可预见的损害。上述规定不适用于人身伤亡或健康损害。不影响基于产品责任法律法规产生的赔偿责任。
Suedwolle Group can be held liable only in cases of intentional culpability or gross negligence on the part of Suedwolle Group or its agents, or in case of breach of significant contractual obligations: which are such obligations whose fulfillment are basically essential and on whose reliable observance the contractual partners may depend. In the case of non-fulfillment of essential contractual obligations that do not arise from premeditation or gross negligence, liability will be limited to typical and predictable damages. The above stipulations do not apply

to harm suffered to life, limb, or health. Liability based on product-liability regulations and legislation is not affected by these present stipulations.

§ 9 专利与所有权 Patents and proprietary rights

1. 合同相对方应确保其交付的货物不侵犯第三方的专利、工业产权或版权。
The contractual partner will ensure that the goods delivered by him do not infringe on patents, industrial property rights or copyrights of third parties.
2. 合同相对方应赔偿 Suedwolle Group 使其免受因专利、工业产权或版权侵权可能产生的任何索赔，并承担我方进行法律抗辩的费用。若 Suedwolle Group 遭受任何索赔，Suedwolle Group 将立即书面通知合同相对方，并提供所需信息，费用由合同相对方承担。
The contractual partner will hold Suedwolle Group harmless and free especially from any claims that may arise from patent, industrial property rights or copyrights infringements and will undertake at his expense our legal defense. In the event that any claims will be lodged against Suedwolle Group, Suedwolle Group will inform the contractual partner in writing without delay and will provide the contractual partner the required information at his expense.

§ 10 使用权 Right of utilization

1. 合同相对方为履行合同而为 Suedwolle Group 准备的所有材料（即书面文件、样品、规范、编程材料、信息载体或其他文件）自创建之时起即成为 Suedwolle Group 的财产。若该等材料尚未转移，合同相对方应免费为 Suedwolle Group 保管。同时，在法律允许的范围内，合同相对方将因履行协议所产生的所有权利以及由此产生的成果的所有权利转让给 Suedwolle Group。
All material prepared for Suedwolle Group in conjunction with execution of the contract by the contracted party – i.e. written documents, samples, specifications, programming materials, information carriers or other documents – become property of Suedwolle Group at the point in time that they are created. Insofar as transfer of such material has not yet taken place, the contractual partner will store this material for Suedwolle Group at no cost. At the same time, and insofar as legally allowed, the contractual partner will assign to Suedwolle Group all rights resulting from the execution of the agreement, as well as all rights to the results arising therefrom.
2. Suedwolle Group 有权不受限制地使用协议标的物，即使在协议终止后亦然。合同相对方同意 Suedwolle Group 可在不标明版权的情况下使用协议标的物。
Suedwolle Group will be entitled to utilize the object of the agreement without restriction, also after termination of the agreement. The contractual partner agrees that Suedwolle Group may utilize the object of the agreement without copyright designation.
3. 合同相对方应立即书面通知 Suedwolle Group 其或其员工在执行基于本合同的订单过程中可能开发的，或其或其员工可能首次在实际中实现的所有发明或改进（以下简称“发明”），无论该等发明是否能够获得专利。对于所有此类发明，合同相对方应在其通知中特别强调其认为新颖或独特的特征。
The contractual partner will without delay notify Suedwolle Group completely in writing concerning any and all inventions or improvements (hereinafter referred to as “inventions”) that he or his employees may develop in the execution of an order awarded on the basis of this contract, or that he or his employees may have achieved for the first time in actual practice, regardless of whether these inventions are capable of being patented or not. For all these inventions, the contractual partner will emphasize in his notification especially those features that are new or unique according to his view.
4. 若 Suedwolle Group 要求，合同相对方应将发明转让给 Suedwolle Group。Suedwolle Group 将成为该等发明所产生的权利的所有人，无论是否已就该等发明提出专利申请。
If so requested by Suedwolle Group, the contractual partner will assign the invention to Suedwolle Group. Suedwolle Group will become the owners of the rights arising from such inventions, regardless of whether or not patent applications have been made for them.

5. 合同相对方应与其员工签订必要的协议，以确保本条款的规定得到遵守。
The contractual partner will conclude required agreements with his employees to ensure that the stipulations in this paragraph will be observed.

§ 11 提供物料 Materials provided

1. Suedwolle Group 为履行合同而提供或购买的样品、规范、文件、工具及其他物品，仍为 Suedwolle Group 的财产，或应转移给 Suedwolle Group。若特殊部件需要工具，则该工具仅可用于 Suedwolle Group 的订单。该规定同样适用于合同相对方自费为 Suedwolle Group 制造的工具。该等工具也成为 Suedwolle Group 的财产。若这些材料未移交给 Suedwolle Group，合同相对方应免费为 Suedwolle Group 保管。
Samples, specifications, documents, tools, and other objects that Suedwolle Group provides or purchases for the execution of a contract, remain property of Suedwolle Group, or will be transferred to Suedwolle Group. If tools are required for special parts, they may be used only for orders of Suedwolle Group. This also applies to tools that the contractual partner manufactures for Suedwolle Group at its expense. These tools also become property of Suedwolle Group. If these materials are not handed over to Suedwolle Group, the contractual partner will store the materials for Suedwolle Group at no cost.
2. 订单终止后，上述提供物料必须返还 Suedwolle Group，无需明确要求。
After termination of the order, the above-stated materials provided must be returned to Suedwolle Group, without explicit request.
3. 合同相对方应按照第 8 条规定对上述第 11.1 款所述物品的丢失、损坏或误用承担责任，直至该等物品被有序、完整地归还。合同相对方有义务为该等物品充分投保以防止损害和丢失，并根据要求向 Suedwolle Group 提供该保险的证明。
The contractual partner will be liable in accordance with Paragraph 8. for the loss of, damage to, or misuse of the objects named in Subparagraph 11.1. above, up until orderly and complete return of these items. The contractual partner will be obligated to sufficiently ensure these items against damage and loss, and to provide evidence of this insurance to Suedwolle Group on request.
4. 对于 Suedwolle Group 提供的物料如有任何异议，必须在接收物料时立即向货运承运人提出。
Complaints about the material that is provided by Suedwolle Group must be reported immediately to the freight carrier at the time that the material is taken over.

§ 12 所有权保留 Retention of title

1. Suedwolle Group 仅接受合同相对方简单的所有权保留。协议标的物的所有权在发票付款时转移给 Suedwolle Group。即使 Suedwolle Group 根据协议规定从发票付款中进行了合理扣减，该规定同样适用。Suedwolle Group 明确不接受合同相对方的任何延伸或扩张的所有权保留。
Suedwolle Group accepts only a simple retention of title by the Contractual partner. Property of the object of the agreement will pass to Suedwolle Group upon payment of the invoice. This also applies in cases in which Suedwolle Group has made justified deductions from the invoice payment in accordance with stipulations of the agreement. Suedwolle Group expressly will not accept any extended or expanded retention of title by the contractual partner.
2. Suedwolle Group 为履行合同而提供的物料仍是 Suedwolle Group 的财产。接收该物料后，合同相对方应立即明确标记该物料为 Suedwolle Group 的财产，并将其与类似或相同的物料分开存放。该物料仅可用于计划中的生产，不得以任何其他方式处置。
Material that is provided by Suedwolle Group for the execution of contracts remains property of Suedwolle Group. Immediately after acceptance of such material, the contractual partner will expressly mark this material as property of Suedwolle Group and will store it separately from similar or identical material. This material may be used only in connection with the planned production and may not be disposed of in any further manner.

3. 若合同相对方对 Suedwolle Group 提供的该物料进行加工、修改或与其他物品连接，该等加工、连接或修改均视为代表 Suedwolle Group 进行。Suedwolle Group 将因该等加工、修改或连接而直接成为该物料的所有人。若法律规定使该等安排不可行，则 Suedwolle Group 与合同相对方同意：在每次进行加工、修改或结合时，Suedwolle Group 即成为新物所有权人。合同相对方应以审慎商人的勤勉义务为 Suedwolle Group 妥善保管新物品，并立即将其标记为我方财产。若与不属于 Suedwolle Group 的其他物品进行加工、修改或连接，新创造物品的所有权应按所保留的经加工、修改或连接的物品价值与新创造物品价值的比例转移给 Suedwolle Group。若混合或连接导致合同相对方的物品被视为主物，则视为合同相对方同意授予 Suedwolle Group 按比例的共同所有权。

If the contractual partner processes or modifies such material provided by Suedwolle Group or connects it with other objects, such processing, connection, or modification will take place for Suedwolle Group. Suedwolle Group will directly become owners of such material by virtue of its processing, modification or connection. In the event that legal stipulations render such an arrangement impossible, Suedwolle Group and the contractual partner agree that Suedwolle Group will become owners of the new objects at each point in time of processing, modification, or connection. The contractual partner will keep the new objects safe for Suedwolle Group with all the due diligence of a sound businessman and will immediately mark them as our property. In the event of processing, modification, or connection with other objects not belonging to Suedwolle Group, ownership of the newly created objects will devolve to Suedwolle Group in the proportion that results from the ratio of the value of the processed, modified, or connected objects being retained, to the value of the newly created objects. In the event of mixture or connection in such a manner that the contractual partner's objects are considered in the sense of primary objects, it will be considered as agreed that the contractual partner grants Suedwolle Group pro-rata ownership.

4. 合同相对方同意，若第三方试图或宣布试图取得属于 Suedwolle Group 的货物（例如通过扣押或以任何其他形式限制我方的所有权），合同相对方应立即通知 Suedwolle Group。
The contractual partner agrees to notify Suedwolle Group without delay if third parties attempt or announce their attempt to gain access to goods belonging to Suedwolle Group – e.g. by garnishment or by any other form of restriction of our ownership.
5. 合同相对方同意对 Suedwolle Group 提供的物料进行任何必要的维护和检查工作，并为其接收的物品和/或后来制造的物品提供充分保险。经要求，合同相对方应提供该等充分保险的证明。
The contractual partner agrees to perform any required maintenance and inspection work on the material provided by Suedwolle Group, and to sufficiently ensure the objects turned over to him, and/or those later manufactured. Upon request, the contractual partner will provide evidence of such sufficient insurance.

§ 13 保密协议 Confidentiality agreement

1. 合同相对方应对通过双方业务关系获悉的、非众所周知的所有商业和技术信息及文件予以保密，并仅将该等材料用于履行合同约定的交付和服务。合同相对方应确保其所有分包商同样遵守本规定。保密义务在任何业务关系终止后持续有效。
The contractual partner will treat as confidential all commercial and technical information and documents that are not of general knowledge and that will become known to him through our business relationship and will use such material exclusively to perform the contracted deliveries and services. The contractual partner will ensure that all of his subcontractors likewise observe this stipulation. The confidentiality agreement will remain valid after the termination of any business relationship.
2. 在提供项目参考资料或发表文章时，合同相对方仅在获得 Suedwolle Group 事先同意后方可提及 Suedwolle Group 或其品牌。
In the event of providing project references or in publications, the contractual partner may name Suedwolle Group or its brands only if Suedwolle Group has provided prior consent.

§ 14 数据处理 Data processing

合同相对方声明，同意在履行合同所必需的范围内，按照法定规定处理和加工已提供的个人数据。对于从 Suedwolle Group 收到的个人数据亦同。

The contractual partner declares his consent that that personal data that has been provided is handled and processed to the extent necessary for the performance of the contract in compliance with statutory provisions. The same applies for personal data received from Suedwolle Group.

§ 15 付款 Payments

1. 若未注明其他付款条件，则应在 120 天内严格按净价付款。
Payments shall be made within 120 days strictly net if no other payment terms have been indicated.
2. 在发出缺陷通知后，Suedwolle Group 有权扣留预计返工或更换交货成本三倍的金額，直至完成无缺陷的交付或生产。
In the event of notification of defects, Suedwolle Group will be entitled to withhold an amount of three times the expected costs of reworking or of replacement delivery until complete, defect-free delivery or production has been made.

§ 16 遵守适用法律与道德标准 Compliance with applicable laws and ethical standards

根据我方法律义务，我方期望供应商及其员工以负责任的方式行事，并遵守我方行为准则和企业社会责任承诺中规定的基本原则。该等准则可在我方主页上查阅。

In accordance with our legal obligations, we expect that the Supplier, as well as its employees, acts responsibly and complies with the basic principles set out in our Code of Conduct and our Corporate Social Responsibility Commitment. These Codes can also be found on our homepage at <https://www.suedwollgroup.com/compliance/> and <https://www.suedwollgroup.com/wp-content/uploads/2020/05/SWG-Corporate-Social-Responsibility-Commitment-2019-ENG.pdf>

特别是，供应商承诺遵守以下要求，并确保其供应商和分包商也遵守：

In particular, the Supplier undertakes to comply with the following requirements and ensures that its suppliers and subcontractors also comply with them:

- 禁止使用童工或任何形式的强迫或强制劳动；Suedwolle Group 意识到童工的定义因国家而异。因此，Suedwolle Group 依据《联合国儿童权利公约》第 1 条，该条将儿童定义为“未满十八周岁的任何人，除非对其适用的法律规定成年年龄低于十八岁”。若地方法律允许雇佣未满 18 岁的人员，则雇佣形式不得损害该雇员的教育、健康以及身体、心理和社会发展。
The prohibition of child labor or any form of forced or compulsory labor; Suedwolle Group is aware that the definition of child labor varies from country to country. Therefore, Suedwolle Group relies on Article 1 of the UN Convention on the Rights of the Child, which defines a child as "any person who has not yet reached the age of eighteen, unless the age of majority occurs earlier under the law applicable to the child". If Land law permits the employment of persons under the age of 18, the employment must be carried out in a form that does not impair the education and health as well as the physical, mental and social development of the employees.
- 禁止其公司内任何形式的歧视，特别是基于性别、婚姻状况、怀孕、种族、种姓、肤色、年龄、性取向、宗教、政治见解、工会会员资格、员工代表职务、国籍、民族出身、健康状况或残疾的歧视，以及禁止欺凌、恐吓、暴力、暴力威胁、体罚、身体、性、心理和言语骚扰或虐待；
The prohibition of any form of discrimination in his company, in particular discrimination based on sex, marital status, pregnancy, race, caste, skin color, age, sexual orientation, religion, political opinion, membership of a trade union, function as an employee representative, nationality, ethnic origin, state of health or disability, as well as bullying, intimidation, violence, threat of violence, corporal punishment, physical, sexual, psychological, and verbal harassment or abuse;

- 为所有员工维持安全健康的工作环境，特别是提供清洁饮用水和卫生设施以及适当的个人防护装备；
Maintaining a safe and healthy working environment for all employees, in particular access to clean drinking water and sanitation, as well as adequate personal protective equipment;
- 保护环境，减少供应商活动可能对环境产生的负面影响，并遵守所在国环境保护的法律法规；
The protection of the environment and the reduction of the negative impact that the supplier's activity may have on the environment, as well as compliance with the legal regulations of the respective country for the protection of the environment;
- 遵守所在国关于职业安全的相关法律要求及当地建筑法规；以及
Compliance with the relevant legal requirements of the respective country in relation to occupational safety and compliance with local building regulations; and
- 尊重人权和基本自由，特别是反对现代奴隶制、奴役和人口贩运。
Respect for human rights and fundamental freedoms, in particular the fight against modern slavery, enslavement and trafficking in human beings

供应商声明并保证，其已遵守并将持续遵守与反贿赂和反腐败、国际贸易以及经济贸易制裁相关的所有适用法律法规。

The Supplier represents and warrants that it complies and will continue to comply with all applicable laws and regulations relating to the fight against bribery and corruption, international trade, and economic and trade sanctions.

若有合理迹象表明未满足本文提及的任何要求，Suedwolle Group 有权进行或委托进行突击或计划内审核，以确保供应商遵守该等要求。供应商承诺，如果当地法律要求或根据合同约定，将对发现的任何缺陷进行改进或纠正。

In the event of justified indications against one of the requirements mentioned herein, Suedwolle Group is entitled to carry out or have carried out unannounced or planned audits in order to ensure that the supplier complies with these requirements. The Supplier undertakes to improve or remedy any defects found if required by local law or in accordance with the contractual agreement.

就此，请参阅本条款与条件之附录 1，关于遵守美国对新疆生产建设兵团的经济制裁/禁止从乌兹别克斯坦、叙利亚或土库曼斯坦采购。

In this regard, please refer to **Appendix 1** to these Terms and Conditions regarding Compliance with U. S. Economic Sanctions Against Xinjiang Production and Construction Corps / Sourcing from Uzbekistan, Syria or Turkmenistan.

§ 17 遵守欧盟第 1907/2006 号法规 (REACH) Compliance with Regulation (EC) No. 1907 – 2006 (REACH)

1. 供应商保证其交付物符合关于化学品注册、评估、授权和限制的欧盟第 1907/2006 号法规 (REACH)。供应商特别保证，交付产品中所含的受 REACH 法规管制的物质，在过渡期届满时已适当预注册或注册。此外，供应商有义务根据 REACH 规定提供安全数据表，或根据 REACH 第 32 条提交信息，无需我方另行要求。若供应商制造 REACH 法规第 3 条所指的产品，供应商应负责确保其履行根据 REACH 法规第 33 条传递特定信息的义务。

The supplier guarantees that his deliveries comply with the regulation (EC) No. 1907 – 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). The supplier especially guarantees that the substances contained in the delivered products insofar as they are subject to the REACH regulation were properly preregistered or registered upon expiry of the transition period. Furthermore, the supplier is obliged to furnish the safety data sheets according to the provisions of REACH or to submit the information according to Art. 32 REACH without further request from our part. To the extent that the supplier manufactures products within the meaning of Article 3 of REACH Regulation, the supplier shall be responsible for ensuring that it complies with its duty to pass on certain information in accordance with Article 33 of the REACH Regulation.

2. 供应商承诺及时并立即通知买方任何影响 REACH 合规性的变更。若供应商的总括订单或单笔订单被取消，或供应商被证实违反国家或国际 REACH 合规法规，供应商承诺赔偿并使买方免受任何索赔、责任、损失、损害、判决及不具约束力的裁决（无论其法律依据为何），并承担因违规行为给买方造成的不利影响所带来的任何及所有伤害、损失或损害。

The supplier undertakes to duly and immediately inform the buyer of any changes affecting REACH compliance. In case of cancellation of blanket or single orders or proven violations of national or international REACH compliance regulations by the supplier, the supplier undertakes to exempt and hold the buyer harmless from any claim, liability, loss, damage, judgment and non-binding nature, irrespective of their legal ground, and to bear any and all harm, loss or damage arising to the buyer's disadvantage in the event of infringement.

§ 18 结尾条款 Concluding stipulations

1. 除非订单另有规定，履行地为我方注册办事处所在地。
Unless the order provides otherwise, place of performance is our registered office.
2. 因本协议或基于本协议产生的任何争议，包括涉及本票、支票或其他单据的争议，若合同相对方根据德国法律属于商人（Kaufmann），或合同相对方可依归责方式被认定为《德国商法典》（HGB）意义上的商人，则该等争议应由纽伦堡的普通管辖法院专属管辖。
Any disputes arising from or on the basis of the agreement, including disputes involving promissory notes, checks, or other documents, will be settled exclusively in the regular court of jurisdiction in Nuremberg, insofar as the contractual partner is a trader (Kaufmann) according to German law, or if the contractual partner can in attributable manner be assumed to be a trader (Kaufmann) in the sense of the German Commercial Code (HGB).
3. 若 Suedwolle Group 的关联公司以其自身名义行事，本款规定同样适用。
This also applies if a company affiliated with Suedwolle Group acts on its own behalf.
4. 即使供应商的注册办事处在国外，或 Suedwolle Group 的关联公司为合同相对方，也应仅适用德国法律，排除关于国际货物销售的《联合国国际货物销售合同公约》（CISG）。
German law shall exclusively be applicable excluding the law regarding the international purchase of personal property (CISG), even if the supplier has its registered office abroad or a company affiliated with Suedwolle Group is contractual partner.

公司代表 Confirmed:

日期 Date

公司名称 Company Name

姓名与职务 Full name and title

盖章与签字 Stamp and signature

附录 1: 遵守美国对新疆生产建设兵团的经济制裁/禁止从乌兹别克斯坦、叙利亚或土库曼斯坦采购 Appendix 1: Compliance with U. S. Economic Sanctions Against Xinjiang Production and Construction Corps / Sourcing from Uzbekistan, Syria or Turkmenistan

签署本声明, 本人证明本人经授权且具备资格代表本公司作出以下陈述 (“授权代表”)。

By signing this statement, I certify I am authorized and qualified to make the representations below on behalf of our company (an “Authorized Representative”).

我方特此声明, 为 Suedwolle Group 和/或所有关联公司制造的所有产品及半成品不使用来自以下地区的材料:

We herewith declare that all products and pre-products manufactured for Suedwolle Group and/or all affiliated companies do not use materials from:

- 中国新疆地区, 特别是最新版《UFLPA 清单》<https://www.dhs.gov/uflpa-entity-list> 中提到的实体 Xinjiang Region in China, especially those entities mentioned in the latest version of the UFLPA list <https://www.dhs.gov/uflpa-entity-list>
- 乌兹别克斯坦 Uzbekistan
- 土库曼斯坦 Turkmenistan
- 哈萨克斯坦 Kazakhstan
- 塔吉克斯坦 Tajikistan
- 叙利亚 Syria
- 伊朗 Iran

我方进一步证明, 本公司目前且将来也不会直接或间接与受制裁个人和/或与新疆生产建设兵团 (XPCC) 或其拥有 50%及以上股权的任何子公司实体进行任何与向 Suedwolle Group 或其关联公司供应的货物或服务相关的业务交易。

We also certify that our company does not currently, nor will it in the future, transact business, either directly or indirectly, with sanctioned individuals and/or with XPCC or any subsidiary entity that is owned 50 percent or more by XPCC in connection with any goods or services supplied to Suedwolle Group or its affiliated companies.

最后, 我方证明, 若上述任何陈述发生重大变化, 我方或另一授权代表将立即通知 Suedwolle Group, 并提供必要的更新信息。

Finally, we certify that if there are significant changes to any of the representations above, we or another Authorized Representative will inform Suedwolle Group immediately and provide the company with whatever updated information is necessary.

公司 Company

姓名 Name

职务 Title

签名 Signature

盖章 Stamp

日期 Date