

General Terms and Conditions of Purchase

采购通用条款与条件

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Preamble

导言

All Festo's present and future legal relations shall be subject exclusively to the following General Terms and Conditions of Purchase. Festo shall not be subject to conflicting terms and conditions of business, sale or delivery issued by the Supplier. Such conflicting terms and conditions are hereby contradicted. The Supplier recognises the general validity of Festo's General Terms and Conditions of Purchase on acceptance, at the latest on performance, of the contract order even if the Supplier refers to its own terms and conditions. Acceptance of the deliveries and services of the Supplier by Festo or payment for such deliveries and services shall not be construed as implying Festo's acceptance of the terms and conditions of the Supplier. The above terms shall also apply in the event that deviating or supplementary clauses, or clauses which modify Festo's General Terms and Conditions of Purchase, are contained in quotations or letters of confirmation. Such deviating, supplementary or modifying terms and conditions are hereby expressly contradicted.

费斯托目前以及将来的法律关系应只受下列采购通用条款与条件的约束。费斯托不应受供应商提出的、与本采购通用条款与条件相冲突的商业、销售或有关交付的条款或条件的约束。这些与本采购通用条款与条件相冲突的条款及条件兹被予以拒绝。即使供应商适用其自身的条款与条件，最迟在合同履行时，供应商承认费斯托采购通用条款与条件中关于接受合同订单的规定的普遍有效性。费斯托接受供应商的货物交付和服务、或就该货物交付以及服务付款不应被解释为费斯托对供应商提出的条款和条件的默认接受。上述条款同样应适用于确认书以及报价单中包含的不一致条款、补充条款或修订费斯托采购通用条款与条件的条款。这些不一致、补充或修订的条款和条件兹被明确予以拒绝。

1. Definitions

定义

1.1 "Festo" shall mean the legal entity established by Festo Group within the territory of China entering into the contract with and/or issuing the Purchase Orders to the Supplier, namely Festo (China) Ltd., Festo (China) Production Ltd. and Festo Production Ltd.

“费斯托”指和供应商签署合同和/或向供应商发出采购订单的费斯托集团在中国境内设立的法律实体，即费斯托（中国）有限公司、费斯托（中国）自动化制造有限公司和费斯托气动有限公司。

1.2 "Supplier" shall mean the legal entity who enters into the contract with Festo or to whom the Purchase Orders is issued.

“供应商”指与费斯托签署合同和/或向之发出采购订单的法律实体。

1.3 The word "Goods" include all Goods and the word "Services" include all services and/or performance of works, covered by the contract and/or the Purchase Order.

“货物”一词包括合同和/或采购订单所涉及的所有货物；“服务”一词包括合同和/或采购订单所涉及之所有服务和/或工作的履行。

1.4 "Purchase Order" shall mean Festo's Purchase Order, to which these terms and conditions shall

apply.

“采购订单”指应适用本条款及条件的费斯托的采购订单。

2. Quotations and Purchase Orders

报价单和采购订单

2.1 Sample deliveries and quotations shall be provided at no cost and shall not be binding on Festo. 样品的交付以及报价单应免费提供给费斯托并且不对费斯托具有约束力。

2.2 Purchase Orders shall only be valid if made in writing or if they are confirmed in writing by Festo. Agreements reached verbally or on the telephone shall be subject to written confirmation. All contract terms shall be in written, legally-binding form. This requirement for written form may also be fulfilled by fax, EDI or e-mail.

只有在采用书面形式或由费斯托进行书面确认的情况下，订单才具有效力。口头达成的协议或通过电话达成的协议应通过书面形式进行确认。所有的合同条款均应采用书面、法律上具有约束力的形式。该对书面形式的要求也可以通过传真、电子数据交换或电子邮件来实现。

2.3 Purchase Orders placed by Festo shall be considered as having been accepted if the Supplier does not object to the Purchase Order by means of a differing sales order confirmation within a period of 2 working days subsequent to receipt of the written Purchase Order. Deviating provisions within active scheduling and delivery agreements agreed with the Supplier shall remain unaffected.

如果在接到费斯托发出的书面采购订单之后的 2 个工作日之内，供应商未以另一内容不同的销售订单确认函的形式对该采购订单提出反对的话，费斯托下达的采购订单应被视为已被接受，但费斯托与供应商约定的现行进度计划和交货协议中的偏差条款不受影响。

3. Delivery, default and rescission

交付、迟延和撤销

3.1 The Supplier guarantees that agreed delivery dates will be adhered to. Delivery involving Services shall be considered performed on the date of satisfactory to Festo.

供应商保证遵守约定的交付日期。涉及服务的交付在费斯托验收满意之日视为完成。

3.2 The Supplier shall be regarded as having defaulted on its deliveries or other Services should it exceed the agreed date without a reminder needing to be issued in advance. Supplier agrees to advise Festo, as soon as practicable, of any delay in meeting the agreed delivery schedules and the reason therefore.

如果供应商在超出了约定的交付日期交付的，应认为供应商就其交付或其他服务已构成了迟延，并且无需提前发出催告函。供应商同意在可行的最短时间内就约定的交付时间的延迟及其原因通知费斯托。

3.3 If the Supplier fails to deliver the Goods or commence the Services or complete the work on the agreed dates (force majeure delays excluded), the Supplier will be liable for damages Festo incurs; and in that event, Festo may, in its sole discretion, either accept a revised delivery schedule, or cancel the contract for default. Unless otherwise agreed in the Purchase Order or relevant contract, the Supplier agrees to pay to Festo liquidated damages in the amount of 0.5% of the total Purchase Order value per day in the event of late delivery. Acceptance of late deliveries not in strict conformance with the delivery schedules shall not constitute a waiver thereof by Festo.

若供应商未能于约定的日期交付货物或开始提供服务或完成工作（不可抗力的延迟除外），供应商将负责赔偿费斯托因此遭受的损失；并且在该等情况下，费斯托可以自行决定接受修改的交付时间表，或者因违约取消合同。除非采购订单或相关合同另有约定，供应商同意在延迟交付的情

况下，以每延迟一天按采购订单总价的 0.5 % 支付违约金的比率向费斯托支付违约金。费斯托接受没有严格遵守交付时间表的延迟交货不构成费斯托对违约金的弃权。

3.4 In the event of force majeure, necessary reductions in business operations and closures, Festo shall be entitled to extend the delivery date or to rescind the contract. Default in acceptance shall not occur as a result. The Supplier expressly waives claims for damages except in the event of gross negligence or intent on the part of Festo's legal representatives and senior managers. In the event of force majeure before the agreed delivery date Festo shall be entitled to modify the order either by increasing or decreasing quantities or by procuring other parts of a similar type and of similar value subject to otherwise unchanged terms and conditions. Notwithstanding the above Festo shall in other respects also be entitled to extend the originally planned delivery or acceptance date by 4 weeks without the statutory effects of default in acceptance occurring as a result. Should the Supplier be unable to fulfil its undertaking to adhere to binding delivery dates as a result of force majeure, industrial disputes or other operational reasons for which the Supplier is not responsible, the Supplier shall inform Festo without delay as soon as the Supplier becomes aware of the impediment to such performance. In this event Festo shall be entitled either to extend the deadline for acceptance or, after a reasonable period of time has passed, to withdraw entirely or partially from the contract should Festo's interest in the delivery be substantially impaired. Supplier shall not, in the event of force majeure or similar, be entitled to withdraw from the contract or increase prices at its own discretion.

在不可抗力、商业经营的必要缩减及关闭的情况下，费斯托应有权延长交付期限或解除合同，且不产生迟延接受交付的后果。除非费斯托法定代表人以及高级管理人员存在重大过失或故意的情况下，供应商明确放弃损害赔偿请求权。如果在约定的交付日期之前，发生不可抗力，那么按照未被变更的条款与条件，费斯托应有权通过增加或减少数量、或者通过购买相似类型、相似价格的其他部件的方式来更改订单。除了上述规定以外，费斯托在其他方面同样应有权将原定的交付或接收期限延长 4 周，而不产生迟延接受交付的法律后果。如果供应商因不可抗力、劳资纠纷或其他供应商不承担责任的经营方面的原因，而未能履行其遵守约定的交付日期的义务，那么供应商一旦发现对这一义务履行所产生的妨碍，应立即通知费斯托。这一情况下，费斯托有权或者延长接受交付的期限，或者在经过合理的时间之后，如果费斯托的利益受到了实质性的损害，解除整个合同或部分合同。在不可抗力或类似的情况下，供应商无权解除合同或自行决定提高价格。

3.5 Delivery shall be free of charge (DDP in accordance with INCOTERMS 2010) against invoice and at the risk of the Supplier. Services shall only be provided at the place of performance agreed. The Supplier is obliged to ensure compliance with all the legal, customs and technical regulations that apply to the particular shipment.

交付应是凭发票免费提供（按照《国际贸易术语解释通则》2010 年版中 DDP 术语（完税后交货）的规定进行），风险由供应商承担。供应商只能在约定的地点提供服务。供应商有义务保证其交付符合适用于该次交付的所有法律、海关以及技术方面的规定。

3.6 The consignment to Festo shall be marked so that the contractual products can be unequivocally identified and are traceable.

在费斯托寄售的货物应当进行标识，以保证约定的产品能够被明确识别以及追踪。

4. Dispatch, prices and assumption of risk

发货、价格和风险承担

4.1 Quantities, dimensions and weights determined by Festo during receiving inspections shall be authoritative for deliveries. Over- or under-delivery are admissible within the over- and under-

delivery-tolerances specified in the Purchase Order.

费斯托在接受货物所进行的检查时所确定的交付货物的数量、尺寸以及重量，是交付的权威的数量。在采购订单规定的许可多交付或少交付的宽限范围内，多交付或少交付是允许的。

4.2 Latest together with the invoice the Supplier has to provide a proof of delivery in the following manner: (1) For Goods: provision of a signed delivery note ; (2) For Service: copy of the final acceptance certificate signed by Festo after the successful testing of the Service.

最晚在提供发票的同时，供应商应根据以下方式提供交货证明：(1) 就货物：提供签署的交货凭证；(2) 就服务：成功通过验收后费斯托签署的最终验收证书的复印件。

4.3 The risk shall only pass to Festo once the Goods have been received at agreed delivery point.

风险应在货物在约定的交付地点被接受时转移至费斯托。

4.4 All Goods must be delivered at the delivery point specified in the Purchase Order or relevant contract. If Goods are incorrectly delivered, the Supplier will be held responsible for any additional expense incurred in delivering them to their correction location.

所有货物必须在采购订单或相关合同中确定的交付地点交付。如果错误地交付货物，供应商应就将之交付至正确地点所产生的额外费用负责。

4.5 Services shall be carried out at the location specified in the Purchase Order or relevant contract. Whilst on Festo premises, the Supplier's personnel, agents and subcontractors shall at all times conduct themselves in full compliance with Festo site, safety and security regulations and shall immediately report to Festo any accidents in which they are involved.

供应商应在采购订单或相关合同中确定的地点提供服务。在费斯托的场所提供服务时，供应商的人员、代理人及分包商在任何时间均应完全遵守费斯托场所和安全保卫规章，并应立即向费斯托报告其涉入的任何事故。

4.6 The document(s) related to Goods or Services has/have to be provided completely to the extent agreed or at least as merchantable needed.

产品或服务文件必须在约定的范围内完全提供，或者至少在可供销售的情况下应提供。

4.7 Defects in deliveries shall be notified to the Supplier in writing without delay as soon as such defects are noticed/detected during the course of ordinary business operations and also if only discovered in the process of further use. To this extent the Supplier shall waive the defence of failure to issue a notification of defects in good time. Payments made shall not be construed as acknowledgement of correct delivery. Warranty agreements shall not be affected by the foregoing.

在正常的商业经营过程中以及如果仅在进一步使用的过程中，一旦发现/检查到所交付货物的瑕疵，应立即书面通知供应商该瑕疵。在这一情形下，供应商放弃以未在适当时间内就该瑕疵做出通知为由而进行抗辩的权利。付款不应被解释为对适当交付的承认。保证协议不应受到前述规定的影响。

4.8 Finally agreed prices are maximum prices and apply to deliveries inclusive of all costs of shipment and packaging free to the point of delivery (DDP Incoterms 2010).

最终商定的价格是最高价格，并且应包含运输及包装的所有费用（《国际贸易术语解释通则》2010年版，DDP（完税后交货））。

5. Payment term

付款条件

5.1 Unless otherwise stated in the Purchase Order or relevant contact, payment will be made within 90 days after the date of the receipt of the invoice by Festo provided Festo receives the Supplier's correct and valid invoice indicating the complete information, and provided the Goods have been

correctly delivered or the Services have been properly performed and Festo has accepted them.

除非在采购订单或相关合同中另有规定，在收到供应商正确、有效的标明完整信息的发票且供应商已经正确地交付了货物或适当履行了服务并且已为费斯托所接受后，费斯托将在收到发票后 90 天内付款。

5.2 If the Goods are not correctly delivered or Festo has not accepted the Services, the invoice shall be paid at the end of the calendar month falling 90 days following the date when the discrepancy is corrected to Festo's satisfaction.

供应商如果未能正确地交付货物或者费斯托未接受服务，费斯托自供应商改正错误达到费斯托满意之日起 90 天所在的日历月的月底付款。

6. Warranty and liability

保证和责任

6.1 Unless otherwise stipulated under this term, the statutory provisions apply regarding redhibitory defects and defects of title.

除非本条另有规定，法律规定适用于实物瑕疵以及所有权瑕疵。

6.2 The Supplier guarantees the use of the best material that is suitable for the purpose and correct and appropriate workmanship in keeping with the current status of science and technology. The Supplier expressly guarantees that the Goods sold conform to specimens, samples and descriptions provided by the Supplier. The information given by the Supplier in connection with sales discussions and in particular in catalogues, advertising document, public statements, data sheets and/or other product descriptions shall be regarded as the contractually agreed characteristics of products. In this context, the Supplier also guarantees that the Goods delivered possess the characteristics warranted or required by the contract and irrespective of this shall be accessible for the use preconditioned or possess the characteristics usual or expected for Goods of the same type and quality.

供应商保证使用能够实现合同目的的、最好的材料以及符合目前科技水平的、正确的以及适当的工艺。供应商明确保证，出售的产品符合供应商提供的样本、样品以及说明。供应商提供的与销售讨论有关的信息，尤其是在产品目录、宣传材料、公开声明、技术数据以及/或者其他产品说明中的信息，均应被视为合同约定的产品的特征。在这一意义上，供应商同样保证交付的产品具有合同要求或保证的特征，并且，即便不考虑这一点，能够满足合同预先规定的用途或具有同样种类和质量的商品通常所具有的或能够期待其具有的特征。

6.3 In the event of a defective delivery, Festo shall be entitled to demand rectification of defects and/or replacement supplies at no charge. Any expenditure that may arise from these, such as costs for transport, travelling, labour, material or costs for any Goods inwards inspection exceeding usual scope of inspection shall be borne by the Supplier. Should the Supplier fail to comply with Festo's written request to rectify defects within a reasonable period specified by Festo, Festo shall be entitled, at the cost of the Supplier, to perform the required action itself or to arrange for such action to be taken by a third party. Festo shall be entitled to arrange for minor defects to be rectified immediately at the cost of the Supplier. Should Festo exercise its right to rescind the contract, the Goods shall be returned to the place of dispatch at the cost and risk of the Supplier. Festo shall also be entitled to claim damages for non-performance as well as damages other than those to the delivery item itself to the extent that this is permissible by law.

在瑕疵交付的情况下，费斯托应有权要求免费修复瑕疵以及/或者更换。任何由此产生的费用，例如运输成本、交通费用、人工成本、材料或对商品进行任何超出正常检查范围的内部检查而产生的费用，均应由供应商承担。如果在费斯托规定的合理期限内，供应商未能履行费斯托修复瑕疵

的书面请求，那么费斯托应有权自行采取措施或者安排第三方来采取有关措施以修复瑕疵，由此产生的费用由供应商承担。如果瑕疵较小，费斯托应有权安排立即修复，并且由供应商承担费用。如果费斯托行使了解除合同的权利，那么货物应被退至起运地点，所产生的费用及风险均由供应商承担。同样费斯托应有权就未履行义务而提出损害赔偿请求，以及就法律允许的、除了对交付物品的损害之外的损害提出赔偿。

6.4 Unless otherwise stated in the Purchase Order or relevant contract, the warranty period is 24 months commencing in the case of deliveries of Goods with their transfer, in the case of contracts of work and Services with acceptance.

除非在采购订单或相关合同中另有规定，质保期为：在货物交付的情况下，自货物交付起 24 个月；在承揽及服务合同的情况下，自接受承揽或服务起 24 个月。

6.5 The Supplier shall in all circumstances be liable to Festo for faults of whatever nature, in particular for negligence of any type on the part of the Supplier's employees, staff or other parties obliged to perform Services for the Supplier. The Supplier shall be responsible for any negligence of his sub-Suppliers and subcontractors and shall be liable for.

对于供应商所有的过错，无论其性质如何，供应商在任何情况下均应对费斯托承担责任，尤其是供应商的雇员、员工或其他有义务为供应商提供服务的人的任何过失。供应商应对其下级供应商和分包商的任何过失负责，并应负责。

6.6 The Supplier shall indemnify Festo against claims, regardless of their legal basis, from Festo's contractual parties or other third parties which arise as a result of the Supplier's any negligent or intentional infringement of contractual or subsidiary obligations or of the Supplier's non-contractual duties to exercise due care. This shall apply in particular to product liability claims resulting from defects in the product delivered by the Supplier regardless of who is regarded as the manufacturer under liability law. In this context it shall be incumbent on the Supplier to demonstrate that the Goods delivered to Festo were not defective.

无论其法律依据为何，供应商应当就费斯托的合同相对方或其他第三方当事人因供应商过失或故意违反合同义务、附带义务或供应商的适当注意义务（非合同义务）而产生的索赔补偿费斯托。这一规定应尤其适用于因供应商交付的产品瑕疵而产生的产品责任索赔，而不考虑产品责任法中有关哪一方应被视为生产者的有关规定。这一情形下，供应商承担向费斯托证明其交付的产品不存在瑕疵的责任。

6.7 The Supplier shall bear all costs and expenditure resulting therefrom (including but not limited to all costs of a possible lawsuit or necessary repair/recall actions). The Supplier engages to take out a suitable insurance policy for liability and product liability and to provide Festo with a copy of a valid confirmation of insurance coverage.

供应商承担所有的由此产生的成本和费用（包括但不限于可能的诉讼或必要的修理/召回措施而产生的所有成本）。供应商保证就责任与产品责任办理一份适当的保险，并且向费斯托提供一份有效的保单范围确认书副本。

7. Prohibited substances

禁用物质

The Supplier guarantees that the products supplied to Festo do not contain any substances included in the Festo norm of prohibited substances (see Festo Supplier Information System under sis.Festo.com). This norm is part of Festo's General Terms and Conditions of Purchase.

供应商保证，向费斯托提供的产品不含有任何费斯托禁用物质规定中的任何有关物质（参见费斯托供应商信息系统：sis.Festo.com）。这一规定是费斯托采购通用条款与条件的一部分。

8. Transfer of title

所有权转移

It is agreed with the Supplier that title to the Goods ordered shall pass to Festo upon acceptance of Goods. The Supplier affirms that the Goods delivered are not subject to any rights of third parties. Goods

费斯托与供应商约定，所订购货物的所有权应在接受货物后转移至费斯托，供应商确保所交付的货物不受第三方的任何权利的约束。

9. Quality

质量

9.1 The Supplier shall manufacture and inspect the contractual products to be delivered allowing for the relevant environmental, technical-safety and legal regulations applicable to the corresponding contractual products, the relevant industrial standards and regulations and taking into account the quality provisions usually in the market. The Supplier maintains a quality management system (QMS) that at least complies with the requirements of the ISO 9000 quality standards and will maintain and further develop these in a conforming manner throughout the term of cooperation.

供应商应生产和检查合同项下应交付的产品，且在生产与检查时，应考虑到适用于相关合同产品的有关的环保规定、技术安全以及法律规定，有关的工业标准和规定，并且要考虑到市场上通常的质量准则。供应商应维持一个至少符合国际标准化组织 (ISO) 9000 标准要求的质量管理体系，并且应在合作期间一直维持并且进一步发展这些质量标准。

10. Industrial property rights

知识产权

10.1 Drawings, models, samples and tools provided by Festo or made according to Festo's specifications are Festo's property and may not be used for third parties or made available to third parties in any other way.

费斯托提供的或按照费斯托的说明制作的图纸、模型、样品以及工具产权属于费斯托所有，并且不能由第三方当事人使用或以任何其他方式由第三方当事人获得。

10.2 The Supplier guarantees that samples, brands, models, drawings, descriptions and document provided by the same are not subject to the rights of third parties and in particular that intellectual property rights are not infringed. The Goods delivered must conform to statutory regulations and official requirements. The Supplier shall in all instances indemnify Festo against claims for damages asserted by third parties arising from infringements of such rights and regulations.

供应商保证，其提供的样品、品牌、模型、图纸、说明以及文件不涉及第三方的权利，尤其是不侵犯知识产权。所交付的产品必须与法律规定以及政府要求相符。供应商在任何情况下，都应当就第三方当事人以违反上述权利或法律规定为由而提出的索赔补偿费斯托。

11. Software

软件

11.1 Unless otherwise agreed in individual contracts, the Supplier shall grant Festo as a minimum a non-exclusive, non-transferable and time unlimited license to use software and hardware products and the associated document.

除非个别合同另有规定，供应商应至少给予费斯托非排他性的、不可转让的及无时间限制的使用

软件和硬件产品以及相关文档的许可。

11.2 Festo is entitled to create copies for data backup purposes. Festo is also entitled to pass on the same to Festo's customers in connection with the performance of contracts including a reference to possible copyright notice issued by the originator.

为备份之目的，费斯托有权复制其复印件，并将上述复印件发送至与履行合同有关的客户手中，包括引述可能的、创作人发布的版权通知。

11.3 The Supplier guarantees that the software is free of errors and that the data structure of the same is such that correct copies can be made.

供应商保证，所提供软件准确无误，其数据结构可确保正确的文件版本。

12. Changes

变更

12.1 The Supplier shall not alter or vary the Goods or Services, except as directed in writing by Festo. Festo shall have the right at any time during the execution of the Purchase Order or contract, by notice in writing, to direct the Supplier to make changes in the following: (a) specifications, drawings, data incorporated in Purchase Order or contract; (b) methods of shipment or packing; (c) place of delivery; and (d) time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of Purchase Order or contract, with the consent of Festo, an equitable adjustment may be made in the purchase price or delivery schedule, or both. If the parties cannot agree to such price or time adjustment within ten (10) business days (or such other time as may be then agreeable to both parties), of Supplier's receipt of Festo's request for a change, Festo may terminate Purchase Order or contract upon five (5) business days prior notice to the Supplier.

除非经费斯托书面指示，供应商不得修改或改变货物或服务。费斯托有权在履行采购订单或合同过程中的任何时间通过书面通知指示供应商在下述方面进行变更(a)采购订单或合同包含的规格、图纸和数据；(b)运输或包装的方法；(c)交付地点；以及(d)交付时间。如果任何该等变更引起成本或履行采购订单或合同所需时间的增加或减少，经费斯托同意，应对采购价格或交付时间或二者进行公平的调整。如果在供应商收到费斯托要求进行变更后十(10)个工作日内(或双方可以同意的其它时间内)双方不能就该等价格或时间的调整达成协议，费斯托可以通过提前五(5)个工作日向供应商发出事先通知解除采购或合同。

12.2 The Supplier is obliged to provide prior notification well in advance to Festo of any change in the contractual products; this shall also apply to products the Supplier deals with third parties. The Supplier also engages to provide immediate written notification to Festo of a planned alteration to the production or inspection process, respectively any change to the manufacturing location. In either case, Festo reserves the right to retest the products due to the above-mentioned changes according to Festo's product qualification process and/or to carry out a technical approval process. Festo reserves the right to reject these changes, if the products don't pass Festo's product qualification process because of any of the above-mentioned changes.

供应商有义务尽早事先通知费斯托合同产品的任何变更；同样的，这一规定也适用于供应商与第三方当事人进行交易的产品。如果对生产或检查过程进行计划变更，供应商同样应当立即书面通知费斯托，尤其是生产地点的任何变更。在任一情况下，费斯托保留出于上述变更而按照费斯托产品评定过程对产品进行重新检验以及/或者进行技术认证的权利。如果产品由于上述变更而未能通过费斯托的产品评定，费斯托保留拒绝接受上述变更的权利。

13. Assignment and subcontracting

转让和分包

13.1 Purchase Order or contract shall not be assigned by the Supplier nor subcontracted as a whole. The Supplier shall not subcontract or assign any part of the Services without Festo prior written consent, but the restriction contained in this clause shall not apply to subcontracts for materials, for minor details, or for any part of which the makers are named in the Purchase Order or contract. The Supplier shall be responsible for all Services and Goods supplied by subcontractors.

采购订单或合同不得由供应商全部转让或分包。未经费斯托事先书面同意，供应商不得分包或转让服务的任何部分；但是，本款限制不应当适用在采购订单或合同中已经列明制造商名称的关于某些材料、微小部分的分包合同。供应商应当对分包商提供的所有服务和货物负责。

13.2 If Festo has consented to the placing of subcontracts copies of each subcontract contract/contract shall be sent by the Supplier to Festo immediately upon signing and prior to commencement of work by the subcontractor.

费斯托同意分包时，供应商应当在签署分包合同之后立即将分包合同/合同的复印件提交给费斯托，并且提交应当在分包商开始工作之前。

14. Confidentiality

保密

The Supplier undertakes that it and the Supplier's personnel, agents and subcontractors will fully respect the confidentiality of Festo's internal business affairs. The Supplier hereby undertakes to treat as confidential all information obtained from Festo or communicated to the Supplier pursuant to this General Terms and Conditions (or through discussions or negotiations prior to the contract being entered into) or acquired in the performance of the contract, and will not divulge such information to any person (except to its own employees and then only to employees who need to know the same) and will use such information solely in connection with performing its obligations under the contract and not for its own benefit or for the benefit of any third party, provided that this clause shall not extend to information:

- (1) which is rightfully in possession prior to the commencement of the negotiations resulting in the Purchase Order or contract; or
- (2) which is already public knowledge or becomes so at a further date (other than as a result of breach of this clause); or
- (3) which is communicated or disclosed to the Supplier by a third party lawfully in possession thereof and entitled so to disclose it.

Supplier shall not issue any press release or make any public announcement, or disclosure as to the existence of the Purchase Order or contract or its contents, or any aspect of the business relationship contemplated by the Purchase Order or contract without the prior written consent of Festo.

供应商承诺，其自身以及其员工、代理人和分包商会充分尊重费斯托内部业务事宜的保密性。供应商在此承诺对根据本通用条款与条件从费斯托得到或者传递给供应商（或者，在合同签署之前的讨论或者协商中）或者在履行合同的过程中得到的所有信息保密，并不会将该等信息披露给任何人（但是其自身雇员除外，限于需要知悉该等信息的雇员）且仅为与履行其在合同项下的义务有关的目的使用该等信息，不会为其自身的利益或者任何第三方的利益使用。下述信息除外：

- (1) 在由采购订单或合同产生的协商开始之前已经合法占有的信息；或者
- (2) 已经处于公共领域或者后来进入公共领域的信息（但是因为违反本条款而进入公共领域的除外）；或者
- (3) 合法持有并有权披露信息的第三方传递或者披露给供应商的信息。

未经费斯托事先书面同意，供应商不得就采购订单或合同的存在或其内容，或就采购订单或合同所预期的商业关系的任何方面，召开任何新闻发布会，作出任何公开声明或披露。

15. Defence and indemnity

抗辩和赔偿

Supplier shall be responsible for and bear any claim, action, fines, punishment and other requests for compensation made by any third parties arising out of, incident to or in connection with Goods/Services provided by the Supplier, and shall also indemnify, compensate and hold harmless Festo and its officers, directors, employees, agents, parent company, subsidiaries, customers and other affiliates from and against the fees, liabilities, obligations and losses incurred by the aforementioned third parties' claims.

供应商应当负责并承担任何第三方就供应商提供的货物/服务的或与该等货物/服务有关的索赔、诉讼、罚款、惩罚和其他赔偿要求，并对费斯托及其管理人员、董事、员工、代理、母公司、子公司、客户和其他关联方进行赔偿、补偿，使其免于承担因上述第三方要求而产生的任何费用、责任、义务或损失。

16. Setoff

抵销

Festo shall have the right at all times to setoff any amount due or payable to Supplier hereunder against any claim or charge Festo may have against the Supplier.

费斯托有权在任何时候以费斯托对供应商的任何索赔或收费抵销在本合同项下应向供应商支付的任何到期款项。

17. Termination for Convenience

因便利而终止

17.1 Festo may, at any time, on reasonable notice to Supplier, terminate a Purchase Order due to Festo's convenience without any cost or liability, unless the parties agree otherwise. Upon receipt of such notice of termination, Supplier shall, unless otherwise specified in such notice, immediately stop all work hereunder or, as the case may be, give prompt written notice to and cause all of its suppliers or subcontractors to cease all related work, and, upon Festo's request, return all related materials provided to Supplier by Festo under such Purchase Order.

费斯托可以随时向供应商发出合理的通知因自身便利而终止采购订单，除非双方另有约定，费斯托不对供应商承担任何费用或责任。在收到终止通知后，供应商应立即停止该采购订单下的所有工作，或根据具体情况，立即通知并使其所有供应商或分包商停止相关工作。同时，供应商应按费斯托要求返还费斯托已按本采购订单向其提供的所有相关材料。

17.2 Festo shall pay to Supplier the following amounts without duplication: (a) the contract price for all Goods and/or Services which have been completed in accordance with the Purchase Order and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Supplier in furnishing the Goods and/or Services under the Purchase Order, provided, however that, within thirty (30) days after receipt of Festo's termination notice, Supplier shall provide Festo a comprehensive termination claim, with sufficient supporting documentation and evidence relating to such payment to Festo's satisfaction. In no event shall such payment made under this Clause exceed the total price for the Goods and/or Services terminated.

费斯托应向供应商支付下列尚未支付的费用：(a) 已按照采购订单完成但尚未支付的所有货物和

/或服务的合同价款；和(b) 供应商为提供采购订单下货物和/或服务而发生的半成品和原材料的实际费用。但前提是，供应商在收到费斯托的终止通知之日起的三十（30）天内，应向费斯托提交一份详细的终止补偿申请单，并附上令费斯托满意的与上述款项有关的充分证明材料。无论在何种情况下，费斯托根据本条支付的款项均不应超过终止的货物和/或服务的订单总价。

18. Applicable law

法律适用

The contractual relationship between Festo and the Supplier shall be subject to the law of the People's Republic of China excluding all bilateral and/or multilateral agreements relating to the purchase of movable property and in particular excluding the UN Convention on Contracts for the International Sale of Goods of 11 April 1989 (CISG).

费斯托与供应商之间的合同关系应受中华人民共和国法律的约束，不包括有关动产买卖的所有双边以及/或者多边协议，尤其不包括 1989 年 4 月 11 日《联合国国际货物买卖合同公约》(CISG) 的约束。

19. Place of performance and jurisdiction

履行地和管辖法院

19.1 The place of performance for the delivery is the respective delivery destination.

履行交付的地点是各个交付目的地。

19.2 The jurisdiction for all disputes from the contractual relationship between the parties in conjunction with the General Terms and Conditions of Purchase shall be the competent People's Court in the place where Festo is located.

因当事人之间就本采购通用条款与条件而产生纠纷争议的管辖法院为费斯托所在地的人民法院。

20. Compliance

合规承诺

The supplier warrants that he or she has been informed of the Festo Code of Conduct for Business Partners, which can be downloaded from https://www.festo.com/group/de/repo/assets/pdf/corporate/Festo-Code-of-Conduct-Business-Partners_EN.pdf, and has instructed his or her managers and employees to comply with it. To secure this good conduct the supplier commits to take any necessary step to avoid any illegal actions, especially to avoid illegal actions which are able to incriminate Festo. Therefore within its company and/or group the supplier shall take any necessary actions and launch any system needed to monitor compliance with the Festo Code of Conduct for Business Partners of its directors, officers, employees and Subcontractors especially such actions which are essential to avoid corruption or any other criminal acts.

供应商保证已知悉费斯托商业伙伴行为准则，该准则可通过

https://www.festo.com.cn/net/SupportPortal/Files/709185/Code%20of%20Conduct%20Business%20Partners%20CN_FINAL.pdf 下载，并要求公司管理人员和员工遵守该准则。为保证合作顺利进行，供应商承诺采取一切必要措施避免发生任何非法行为，特别是可能使费斯托受牵连的非法行为。因此，供应商应在公司和/或集团内采取一切必要的，尤其是对避免腐败或任何其他犯罪行为至关重要的行动，并启动一切必要的系统，以监督其董事、管理人员、员工和承包商对费斯托商业伙伴行为准则的遵守情况。

21. Final provisions

最终条款

21.1 Should any constituent part or parts of these terms be null and void, this shall not affect the remaining terms or the validity of this document as a whole.

如若本文件中存在任何无效条款，其将不影响其余条款的效力及本文件的整体有效性。

21.2 Should a provision contained in these terms or this document be null and void with regard to mandatory foreign law, the Supplier shall, on request, agree to contractual additions with Festo and make declarations to third parties or official authorities which will ensure the validity of the relevant provisions and, if this is not possible, which ensure that the business intent and content remains valid even under foreign law.

就强制性国外法律而言，如果本文件或其条款中包含无效规定，则按要求，供应商应当同意与费斯托签订补充合同，并向第三方或官方机构做出声明，确保相关规定的有效性，若不可行，则确保其商务意图与内容即便在国外法律下仍然有效。

21.3 The Supplier has been specifically informed that Festo stores personal data about the Supplier. The Supplier hereby expressly agrees that Festo may collect, store, process, use and transfer the Supplier's personal data for the purpose of performing the contract.

供应商已就费斯托将会储存供应商的个人信息这一事项得到具体的通知。供应商兹明确同意费斯托可以为了履行合同的目的收集、存储、处理、使用和转移供应商个人信息。

21.4 These General Terms and Conditions of Purchase are executed in the English and Chinese languages. Both language versions shall be equally valid. In case of discrepancies between the English and Chinese languages, the Chinese version shall prevail, unless the parties agree otherwise. 本采购通用条款与条件同时以中、英文版本签署。两种文本具有同等效力。如两种文本存在歧义，除非双方另行达成协议，否则应以中文文本为准。

21.5 By signing, Supplier confirms and acknowledges that he has received, read, fully understood and agreed to these General Terms and Conditions of Purchase, the clauses in these General Terms and Conditions of Purchase are fair and reasonable, as well as Festo has fully performed all its statutory obligations of publication, notification and clarification.

通过签署本采购通用条款与条件，供应商认可并承认其已经收到、阅读、完全理解并同意本采购通用条款与条件，本采购通用条款与条件的规定是公平合理的，以及费斯托已经完全履行其所有法定公开、提请注意和解释的义务。