

GENERAL TERMS AND CONDITIONS OF PURCHASE

一般采购条款

1. Application

条款适用

- 1.1. These General Terms and Conditions of Purchase (hereinafter: “**Conditions of Purchase**”) shall apply to all business transactions between J.H. Ziegler Nonwovens and New Materials (Huzhou) Co., Ltd (hereinafter: “**ZIEGLER**”) and the supplier, even if they are not referred to in subsequent contracts. Terms and conditions of the supplier that conflict with, supplement or deviate from these Conditions of Purchase shall not become part of the contract unless their application is expressly approved by ZIEGLER in writing. These Conditions of Purchase shall apply even if ZIEGLER receives a delivery from the supplier without reservations whilst being aware of the supplier’s conflicting or deviating terms and conditions.

本一般采购条款（“**采购条款**”）适用于齐格勒无纺新材（湖州）有限公司（下称“**齐格勒**”）和供应商之间的所有商业交易，即使之后的合同并未提及本采购条款，本采购条款亦同样适用。与本采购条款有冲突、对本采购条款有增补或背离了本采购条款的供应商条款和条件不应成为合同的组成部分，除非齐格勒明确书面同意该等供应商条款和条件的适用。即使当齐格勒知悉供应商的条款和条件与本采购条款冲突或相背，但不作保留地接受供应商的交付，本采购条款仍应适用。

- 1.2. Agreements which supplement or deviate from these Conditions of Purchase and which are made between ZIEGLER and the supplier for the performance of a contract must be set out in writing in the contract. This shall also apply to the cancellation of this requirement of the written form.

齐格勒与供应商之间达成的有关合同履行的约定，若该等约定补充或背离了本采购条款的规定，则应以书面形式将该等条款规定在合同中。本规则同样适用于对书面形式要求的撤销。

- 1.3. Any rights beyond these Conditions of Purchase to which ZIEGLER is entitled by law shall remain unaffected.

齐格勒依法享有的本采购条款以外的任何权利不受影响。

2. Formation of contract and amendments

合同的订立及变更

- 2.1. Unless otherwise agreed in writing, the supplier shall provide all offers and cost estimates free of charge.

除非另有书面约定，供应商应免费提供所有报价及费用预估。

- 2.2. Purchase orders, changes or additions to purchase orders and other agreements made at the time of conclusion of the contract shall not become binding until placed or made by ZIEGLER in writing or – if purchase orders are placed orally, by telephone or using other means of telecommunication – until duly confirmed in writing.

Purchase orders that are generated using automatic devices and, therefore, do not contain a name and signature shall be deemed written purchase orders. If ZIEGLER does not respond to offers, requests or other declarations from the supplier, this shall only be deemed approval if an express written agreement to this effect has been made between ZIEGLER and the supplier. To the extent that a purchase order contains obvious errors, misspellings or calculation mistakes, it shall not be binding upon ZIEGLER.

采购订单、采购订单的变更或增加以及在合同订立之时作出的其他约定，仅在齐格勒以书面形式作出时才产生约束力或——若采购订单以电话或其他电子通讯方式口头作出，那么仅在齐格勒书面确认后才产生约束力。自动生成的不含有姓名或签章的采购订单应视为书面采购订单。若齐格勒对来自供应商的报价、要求或其他声明未予回应保持沉默，那么仅在齐格勒与供应商间就此情形有明确书面协议时，齐格勒的沉默方可视为同意。当采购订单有明显错误、拼写或计算错误时，其对齐格勒不产生约束力。

- 2.3. The supplier shall, without undue delay and in any case no later than three working days after the receipt of the purchase order, issue an order confirmation in which the price and the delivery date are expressly stated. Should the order confirmation deviate from the purchase order, the deviations shall not be deemed agreed unless and until they are expressly confirmed by ZIEGLER in writing. The same shall apply to any subsequent changes to the contract. If ZIEGLER and the supplier have entered into a framework agreement concerning future deliveries, purchase orders issued by ZIEGLER shall be binding if not objected to by the supplier within three working days after they have been received.

供应商应——立即且在任何情况下都不得迟于收到采购订单后三个工作日——发出载有明确价格及交付日期的订单确认书。若订单确认书与采购订单有偏差，则不得视为双方同意该等偏差部分，除非齐格勒以书面形式明确认可该等偏差。该等规则也适用于合同的任何后续变更。若齐格勒及供应商就将来的货物交付已经达成框架协议，则针对齐格勒发出的采购订单，若供应商在收到后三个工作日内未提出异议，则该订单产生约束力。

- 2.4. If it turns out during the performance of a contract that deviating from the originally agreed specifications is necessary or advisable, the supplier shall so advise ZIEGLER without undue delay. ZIEGLER shall inform the supplier without undue delay of whether it wishes the supplier to make changes to the original purchase order and, if so, what changes. If, as a result of such changes, there is a change in the costs incurred by the supplier in performing the contract, both ZIEGLER and the supplier shall have the right to demand an appropriate adjustment of the agreed prices.

若在合同履行中发现对原来约定规格的偏离是必要的或合理的，则供应商应立即向齐格勒提出该等建议。齐格勒应立即通知供应商其是否希望供应商对原采购订单进行变更，以及在变更情形下的变更内容。若该等订单变更导致供应商合同履行费用的改变，则齐格勒及供应商皆有权要求对约定价格进行合理调整。

3. Delivery

交付

- 3.1. The delivery must correspond to the purchase order in terms of execution, scope, and scheduling. The agreed delivery periods and delivery dates shall be binding. Delivery periods shall commence on the day the purchase order is issued.

交付必须与采购订单中的义务履行、范围及时间表相一致。约定的交付期间及交付日期具有约束力。交付期间自采购订单发出日起计算。

- 3.2. The time of receipt of the goods by ZIEGLER shall be decisive in determining whether the delivery date or the delivery period has been met.

交付日期或交付期间是否被遵守应由齐格勒收到货物的时间来决定。

- 3.3. If it becomes clear to the supplier that the delivery period cannot be met, the supplier shall so advise ZIEGLER without undue delay in writing, stating the reasons for and the expected duration of the delay. In the event of a delay in delivery, ZIEGLER shall have the right to rescind the contract, regardless of whether or not there was any negligence or willful misconduct on the part of the supplier. In the event of default of the supplier, ZIEGLER may demand liquidated damages in an amount equal to []% of the net order value for each day of delay, but not more than 5% of the net order value in total. This shall neither affect ZIEGLER's claim for damages nor any further claims of ZIEGLER. ZIEGLER's claim for delivery shall not cease to exist until the supplier has paid damages in lieu of the delivery at the request of ZIEGLER. ZIEGLER's acceptance of the late delivery shall not constitute a waiver of claims for damages.

若供应商知晓交付期间无法被遵守，则其应立即书面建议齐格勒，说明迟延原因及预计的迟延期间。当出现交付迟延时，齐格勒应有权解除合同，而不论供应商一方是否存在过失或故意的不当行为。当供应商违约时，齐格勒可要求违约赔偿金，供应商每迟延一天交付，应支付迟延交付货物的货款总额[]%作为违约金，违约金最高不超过货款总额的 5%。对违约金的请求不影响齐格勒的损害赔偿请求权或任何其他请求权。供应商依齐格勒要求向齐格勒支付替代货物交付的赔偿金后，齐格勒的交付请求权方为消灭。齐格勒对迟延交付的接受不得视为其对迟延交付的损害赔偿请求权的放弃。

- 3.4. Delivery before the agreed delivery date shall only be permitted with the prior written consent of ZIEGLER. ZIEGLER may return any goods that are delivered early at the supplier's expense or store them at the supplier's expense until the agreed delivery date.

在约定的交付日期前的交付仅在齐格勒事先书面同意时才被允许。齐格勒可返还提前交付的货物，相关费用由供应商承担，或可存储该等提前交付的货物，相关费用由供应商承担，直至约定的交付日期。

- 3.5. Unless otherwise agreed, partial deliveries and deliveries of larger or smaller quantities shall not be permitted. ZIEGLER reserves the right to recognize such deliveries in individual cases.

除非另有约定，不允许部分交付及超额或不足额交付。齐格勒保留在个别情况下确认该等交付的权利。

4. Transfer of risk and shipment

风险转移及货物装运

- 4.1. The supplier shall bear the risk of accidental loss or destruction of, or of an accidental deterioration in, the goods until ZIEGLER takes delivery of the goods (DDP, as defined by Incoterms® 2010). If the supplier is obliged to carry out the set-up or assembly of the goods in ZIEGLER's business premises, the risk shall not pass to ZIEGLER until after the goods have been put into operation.

供应商承担货物意外损毁或意外恶化的风险，直至齐格勒接受货物的交付（DDP 完税后交货，定义见《国际商会贸易术语解释通则 2010》）。若供应商有义务在齐格勒的经营场所设置或安装货物，则风险直到货物投入运行后才移转至齐格勒。

- 4.2. Each delivery must be accompanied by a delivery note which contains the order and materials number, a list of the lots supplied, the designation of the goods, the quantities supplied and the weight, information about the packaging materials used and a test certificate for the goods. ZIEGLER must immediately be given notice of shipment, such notice to contain the same information.

每次交付必须附有一份交付记录，该记录应载明订单及材料编号、供应的批次清单、货物名称、供应的数量及重量、使用的包装材料信息及货物检验证书。装运通知必须即刻向齐格勒发出，此通知应包含前述相同信息。

- 4.3. The supplier must observe the rules stipulated by ZIEGLER for the shipment of goods. The goods must be packed in such a manner as to prevent damage in transit. Packaging materials may only be used to the extent required for this purpose. It is preferred that the supplier uses environmentally friendly, recyclable packaging materials.

供应商必须遵守齐格勒就货物运输制定的规则。货物必须以防止运输损害的方式包装，且应仅在该目的所需的程度内使用包装材料。提倡供应商使用环保的、可回收的包装材料。

5. Prices and payment

价格及支付

- 5.1. The price stated in the purchase order shall be binding. Unless otherwise agreed in writing, all prices shall be "free works", duty paid (DDP, as defined by Incoterms® 2010), including packaging.

采购订单中载明的价格是具有约束力的。除非另有书面约定，全部价格为“买方工厂交货”，完税（DDP 完税后交货，定义见《国际商会贸易术语解释通则 2010》），包括包装费。

- 5.2. The supplier's invoices must state the purchase order references and the number of each single item. Otherwise, the invoices cannot be processed and, therefore, will

be deemed not received.

供应商的发票必须载明采购订单关联号及每个货品的编号。否则，发票无法被进一步处理，因而视为未收到发票。

- 5.3. Payment shall be made upon ZIEGLER taking delivery of the goods and receipt of the invoice within 14 days with a 3% discount or within 60 days net. Payment will be made subject to review of the invoice. If a shipment is defective, ZIEGLER may withhold payment until the supplier has properly performed its obligations, without ZIEGLER forfeiting its right to rebates, discounts or similar price reductions. To the extent that the supplier is obliged to provide materials tests, inspection reports, quality documents or other documents, the receipt of these documents shall be a further prerequisite for the acceptance of the goods. The time allowed for payment shall not commence until all defects have been fully remedied. If goods are delivered early, the time allowed for payment shall not commence until the agreed delivery date..

齐格勒应在接受货物交付且收到发票后的 14 天内以 3% 的折扣付款或 60 天内全额付款。付款将在对发票进行审查后进行。若货物不合格，齐格勒可拒绝支付直至供应商适当履行其义务，齐格勒并不因此丧失其要求返利、折扣或相似价格减少的权利。当供应商有义务提供材料测试、检验报告、质量文件或其他文件时，收到上述文件应为齐格勒验收货物的先决条件。仅在所有瑕疵被完全修复后方可开始计算支付期间。若货物提早交付，到约定的交付日期后才可开始计算支付期间。

- 5.4. Ownership of the goods shall be transferred to ZIEGLER free of any encumbrances when the goods are paid for, at the latest. All payments shall be made to the supplier only. Extended or prolonged retention-of-title clauses shall not be permitted. The supplier shall have no right to set its own claims off against claims of ZIEGLER unless the supplier's claims have been established in a judgment that cannot be appealed against or are undisputed. The supplier may only assert a right to retain if its own claims and the claims of ZIEGLER are based on the same contract.

货物的所有权最晚应在货款支付后无任何负担的转移至齐格勒。所有的付款应仅向供应商做出。不允许扩大的或延期的所有权保留条款。供应商不得以其请求权主张抵消齐格勒的请求权，除非供应商的请求权经不可上诉的判决确认或是没有争议的。若供应商的请求权及齐格勒的请求权基础源自同一合同，则供应商仅可主张保留权。

6. Warranty and claims for defects

瑕疵担保及请求权

- 6.1. Unless otherwise agreed, the statutory warranty rights shall apply.
除非另有约定，适用法定瑕疵担保权。
- 6.2. The supplier warrants that the goods supplied are state of the art and that they correspond to the agreed specifications, the applicable legal provisions and the regulations and guidelines issued by public authorities and professional associations. The supplier must inform ZIEGLER without undue delay in writing if the supplier has any concerns about the purchase order being performed as requested by ZIEGLER.

供应商保证提供的货物为最新技术水平且与双方约定的规格、适用的法律法规及政府机关和专业协会发布的指导方针相符。若按照齐格勒的要求对采购订单进行履行存有任何疑问，供应商应及时书面告知齐格勒。

- 6.3. To the extent feasible in the ordinary course of business, ZIEGLER shall examine without undue delay after taking delivery of the goods whether the goods received correspond to the purchase order in terms of quantity and type and whether any damage has been sustained in transit that can be identified externally

在日常经营可行的情况下，齐格勒应在接受货物交付后立即检验货物在数量、型号方面是否与采购订单一致，是否有任何外观可辨的运输损坏。

- 6.4. If a defect is discovered during such examinations or at a later point in time, ZIEGLER shall so advise the supplier within 8 working days after the examination or after the defect has been discovered.

在此检验过程中或随后若发现任何瑕疵，齐格勒应在检验或发现瑕疵后的8个工作日内告知供应商。

- 6.5. ZIEGLER's approval of drawings, calculations or other technical documents of the supplier shall not affect the supplier's responsibility for defects or the supplier's liability under any guarantee it has given.

齐格勒对图纸、计算或供应商其他技术文件的认可不影响供应商的瑕疵担保责任或供应商所作的保证的责任。

- 6.6. If the goods contain defects, ZIEGLER may, without prejudice to its statutory claims for defects, demand that the supplier repair the defects or, at ZIEGLER's option, that the supplier deliver goods which are free from defects. The supplier shall bear all necessary expenses for the repair or replacement delivery.

若货物存在瑕疵，齐格勒可在不影响其法定瑕疵请求权的情况下，要求供应商修复瑕疵或，经齐格勒自行选择，由供应商更换无瑕疵货物。供应商应承担修复或更换的全部必要费用。

- 6.7. In cases where notifying the supplier of the defect and setting an – even short – period of time for remedial action is impossible due to particular urgency and/or because the damage to be expected in the absence of remedial action is excessive in relation to the warranty obligation, ZIEGLER may take the necessary measures immediately without first consulting with the supplier.

若将瑕疵通知供应商并设置较短的维修期限会因紧急事件无法实现和/或由于损害在无修复措施的情况下相较于瑕疵担保义务过于巨大，则齐格勒可无需事先与供应商协商而即刻采取必要措施。

- 6.8. Except in cases of fraudulent intent, claims for defects shall become time-barred within 3 years unless the item has been used for a building in accordance with its normal use and has caused such building to be defective. The limitation period shall commence when ZIEGLER takes delivery of the contractual items (transfer of risk).

除故意欺诈外，瑕疵损害请求权的诉讼时效为三年，除非该货物已依据其通常功用被用于建筑物并造成该等建筑物的瑕疵。诉讼时效自齐格勒接受合同标的物的交付时起算（风险转移）。

- 6.9. If the supplier performs its obligation to take remedial action by making a

replacement delivery, the limitation period shall commence anew for any goods supplied as a replacement after ZIEGLER has taken delivery of these goods.

若供应商以更换的方式履行修复义务，则更换后货物的诉讼时效自齐格勒接受此货物交付时重新起算。

- 6.10. Suppliers of goods for which replacement parts are needed shall be obliged to supply ZIEGLER upon expiry of the limitation period for another ten years with the required replacement parts, accessories and tools.

供应的货物如需替换零件，则其供应商在诉讼时效届满后，仍有义务在之后的十年内向齐格勒供应该等需要的替换零件、配件及工具。

7. Product liability

产品责任

- 7.1. The supplier shall be obliged to indemnify and hold ZIEGLER harmless from and against any and all third-party claims under Chinese or foreign product liability law which are based on a defect of the product delivered by the supplier if and to the extent that the supplier is responsible for the product defect and the damage suffered pursuant to the principles of product liability law. This shall not affect any further claims of ZIEGLER.

如有任何第三方由于供应商交付的产品存在瑕疵而依据中国或外国产品责任法提出索赔，且根据产品责任法的规定，供应商应当为此产品瑕疵及造成的损失负责，供应商应当在其责任范围内赔偿，并使齐格勒免于承担上述赔偿责任。本条款不影响齐格勒的其他请求权。

- 7.2. In the cases set out in clause 7.1 above, the supplier shall bear all costs and expenses, including the cost of legal action, if any. In particular, the supplier shall reimburse ZIEGLER for any and all expenses which ZIEGLER incurs as a result of or in connection with any precautionary measures – in particular, product warnings, an exchange of products or product recalls – which ZIEGLER takes to avoid being held liable under product liability law. Where possible and not unreasonable for ZIEGLER, ZIEGLER shall advise the supplier of the contents and scope of the measures to be taken and give the supplier the opportunity to comment thereon.

在上述第 7.1 条规定的情况下，供应商应当承担全部费用和支出，包括因采取任何法律措施而产生的费用（如有）。供应商尤其应当偿还齐格勒因采取预防措施所引起的或相关的全部费用——特别是产品警告、产品退换或产品召回等该类齐格勒为避免承担产品责任法中规定的责任而采取的措施。若对齐格勒来说可行且不是不合理的，则齐格勒应向供应商建议将采取的措施的内容和范围，并使供应商有机会对此发表意见。

- 7.3. The supplier must appropriately insure against all risks arising from product liability, including the risk of product recalls, and shall present the insurance policy to ZIEGLER as evidence, if so requested.

供应商必须对所有因产品责任导致的风险进行适当投保，包括产品召回风险。经齐格勒要求，供应商应当向齐格勒提交保单作为证明。

8. Third-party property rights

第三方财产权

- 8.1. The supplier warrants that the delivery and use of the goods do not infringe any patents, licenses or other third-party property rights.

供应商保证，货物的交付和使用不侵犯第三方的任何专利、许可或其他第三方财产权。

- 8.2. If, due to the delivery and use of the goods, ZIEGLER or ZIEGLER's customers are held liable by a third party for infringement of any such rights, the supplier shall be obliged to indemnify and hold ZIEGLER or ZIEGLER's customers harmless from and against these claims. This duty to indemnify shall apply to all costs and expenses which are incurred in connection with ZIEGLER or ZIEGLER's customers being held liable.

若由于货物的交付和使用，第三方要求齐格勒或齐格勒的客户对侵犯任何前述权利承担责任，则供应商应有义务对此赔偿并使齐格勒或齐格勒的客户免受上述索赔。该等赔偿责任应包括齐格勒或齐格勒的客户因被第三方主张承担责任而产生的全部费用。

9. Force majeure

不可抗力

- 9.1. If an event of force majeure prevents ZIEGLER from performing its contractual obligations – in particular, from taking delivery of the goods – ZIEGLER shall be released from its obligation to perform for the duration of the impediment and a reasonable start-up period without being liable to the supplier for damages. The same shall apply if the performance of its obligations by ZIEGLER becomes unreasonably complicated or temporarily impossible because of unforeseeable circumstances for which ZIEGLER is not responsible, in particular, because of official acts, energy shortage or major disruptions of operations. This shall also apply if ZIEGLER is affected by industrial action (such as strike).

如果不可抗力事件致使齐格勒无法履行其合同义务——特别是无法接受货物的交付——则齐格勒在该等阻碍期和合理的启动期内应免于履行其义务并无须对供应商承担损害赔偿责任。由于无法预见且非归咎于齐格勒的原因，尤其是由于政府行为、能源短缺或严重的运营扰乱，导致齐格勒履行义务变得极为困难或暂时无法履行其义务，前述约定同样适用。本项约定还适用于齐格勒受到劳工行动（如罢工）影响的情形。

- 9.2. ZIEGLER may rescind the contract if an impediment within the meaning of clause 9.1 above lasts longer than four months and if, as a result of such impediment, the performance of the contract is no longer of interest to ZIEGLER. At the request of the supplier, ZIEGLER shall declare after the expiry of the aforesaid four-month period whether it will make use of its right to rescind the contract or whether it will take delivery of the goods within a reasonable period of time.

如果上述第 9.1 条意义上的阻碍事件持续超过四个月，且如果该阻碍导致合同的履行不再符合齐格勒的利益，齐格勒可解除合同。应供应商要求，齐格勒应在前述四个月期间届满后，表明是否行使其合同解除权或是否在合理期间内接受货物的交付。

10. Confidentiality

保密义务

The supplier shall be obliged to treat all information about ZIEGLER that becomes available to the supplier and is designated as confidential or can be identified as a trade or business secret due to other circumstances as confidential for an unlimited period of time and, except where required for the delivery that is to be made to ZIEGLER, shall not record, disclose or exploit any such information. The supplier shall enter into adequate contractual agreements with the employees and agents working for it to ensure that they, too, refrain at least for the duration of the business relationship from any exploitation, disclosure or unauthorized recording of such trade and business secrets for their own purposes.

供应商应对所有其获得的、标记为机密的、或根据其他条件可被认为是商业秘密的关于齐格勒的所有信息进行保密，并且除向齐格勒进行交付所必须外，不得记录、披露或利用该等信息，供应商的该等保密义务在合同期满后仍然存续。供应商应与其员工和为其工作的代理人达成适当的协议，同样确保该等主体在劳动/商业关系存续期间不得为一己目的非法利用、披露或未经授权记录这些商业秘密。

11. Export control and customs

出口和关税

The supplier shall be obliged to inform ZIEGLER in its business documents of any licenses that may be required for (re-)exporting the supplier's goods pursuant to Chinese and/or the export and customs regulations of the country of origin of the supplier's goods.

供应商应当在其商业文件中告知齐格勒，按照中国和/或供应商货物原产国的出口和关税规定，其（再）出口供应商的货物所可能需要的任何许可。

At the request of ZIEGLER, the supplier shall be obliged to provide ZIEGLER in writing with all further foreign trade data in relation to its goods and their components and additionally inform ZIEGLER without undue delay (before delivering any goods concerned) in writing of any changes in the above data.

经齐格勒要求，供应商应当书面提供全部其他与其货物和部件有关的贸易数据，此外还应立即（在交付相关货物前）书面告知齐格勒上述数据的任何变化。

12. Social responsibility and protection of the environment

社会责任及环境保护

The supplier agrees to comply with the relevant laws and regulations on how to deal with employees, the protection of the environment and safety at work.

供应商同意严格遵守有关员工、安全作业、环境保护等方面的相关法律规定。

13. Governing law/place of jurisdiction

适用法律/管辖地

13.1. The legal relations between the supplier and ZIEGLER shall be governed by the laws of the People's Republic of China.

供应商和齐格勒之间的法律关系由中华人民共和国的法律管辖。

13.2. All disputes between the supplier and ZIEGLER arising out of these Conditions of Purchase shall be settled by friendly consultation. In case where such consultation fails to resolve the disputes, either party is entitled to submit the dispute to China International Economic and Trade Arbitration Commission ("CIETAC") Shanghai Sub-Commission for arbitration according to CIETAC's arbitration rules in effect at the time of applying for arbitration. The language of arbitration shall be Chinese and the arbitration place shall be Shanghai. The arbitral award shall be final and binding upon both Parties

供应商和齐格勒之间因采购条款所引发的所有争议，首先应由双方友好协商解决。不能协商解决的，任一方可将争议提交在中国国际经济贸易仲裁委员会上海分会依据申请时现行适用的仲裁规则进行仲裁。仲裁语言为中文，仲裁地为上海。仲裁裁决是终局性的，对双方均具有拘束力。

14. Miscellaneous

其他

14.1. The supplier shall not employ a third party to carry out an order, or any material parts of an order, unless ZIEGLER has given its prior written consent.

除非齐格勒事先书面同意，供应商不得委托第三方来完成某项订单或某项订单的实质部分。

14.2. Any transfer or assignment of rights and obligations of the supplier to third parties shall require the written consent of ZIEGLER.

供应商向第三方转让任何权利或义务应得到齐格勒的书面同意。

14.3. The place of performance for all obligations that are to be performed by the supplier and by ZIEGLER shall be ZIEGLER's place of business.

供应商和齐格勒的义务履行地应为齐格勒的营业地。

14.4. These General Conditions of Purchase shall serve as the Annex for the Purchase Agreement executed by and between the supplier and ZIEGLER. These Conditions of Purchase shall come into force upon the same date with the coming into force of the Purchase Agreement.

本采购条款为齐格勒和供应商之间签署的采购协议的附件，采购协议生效后，本采购条款同时生效。