

优奥玛塑胶部件（昆山）有限公司
中国江苏省昆山市张浦镇俱进路329号

of
Joma Polytec Plastic Parts (Kunshan) Co., Ltd.,
No. 329 Jujin Road, Zhangpu Town, Kunshan City,
Jiangsu Province, China

I. 一般规则

所有我方与供应商之间签订的协议均包含以下条款和条件。供应商的一般商业条件对我方无效，即便我方未明确对此提出反对。我方接收合同并不意味着对供应商一般商业条件的认可。

II. 订单和订单确认

1. 只有书面发出的订单才具有法律约束力。个别情况下，由我方预先规定的订购条款和包含公差规格的图纸也具有法律约束力。供应商接受订单即表明其已通过审查现有的计划而知悉供货的种类和范围。对订单本身以及我方提供的资料、图纸和方案中明显的疏漏、书写或计算错误，我方不承担责任。供应商有义务告知我方该类错误，以便我方更正并更新订单。这同样适用于缺少资料和图纸的情况。
2. 订单只有在附带有约束力的交付期限，并在送达供应商后的 14 日内被书面确认后才对我方具有法律约束力，个案中另有约定的除外。
3. 与我方订单文本和内容以及后续合同变更相比的数量和质量差异，只有经我方明确以书面确认后，才视为双方就该等差异达成一致。其影响，特别涉及成本的增减，将由双方一致协商。
4. 由我方提供的或者基于我方订单而生产的图纸、模具、样品、模型、商标和设计或者类似物品以及产成品和半成品，均为我方财产，只有在我方明确书面同意的情况下才可提供给第三方。除个别特殊约定有所保留的情形外，这些物品应当在完成订单后返还我方而无需经我方特别要求。使用这类生产工具、商标和设计而生产或改善的产品只可以在获得我方明确书面许可的情形下方可提供予第三方。

I. General

The following conditions are part of the content of all contracts between us and the Supplier. General purchasing conditions of the Supplier do not apply to us, even though we might not have expressly disapproved them. Acceptance of contractual content does not constitute an approval of the general purchasing conditions of the Supplier.

II. Order and Confirmation

1. Only written orders are binding on us. In isolated cases order norms and drawings, including tolerance specifications that have been provided by us are binding. With acceptance of the order the Supplier acknowledges that it has informed itself about the format and the scope of the service through inspection of the existing plans. In case of apparent mistakes, spelling- or calculation errors in the order itself or the documents, drawings and plans provided by us, no obligation exists for us. The Supplier is obliged to inform us about such mistakes to allow for the order to be corrected and renewed. This also applies in case of missing documents or drawings.
2. Orders only bind us, if they are expressly confirmed by the Supplier in writing and identify a binding delivery date within 14 days from receipt at the Supplier, unless otherwise agreed in particular case.
3. Deviations in quantity and quality from the text and content of our order and subsequent changes in contract are only valid if we have confirmed them in writing. Consequences, in particular relating to additional or less costs, are to be agreed upon jointly.
4. Drawings, tools, samples, models, trademarks and designs or the like and finished or semi-finished products which are provided by us or produced on our order, remain our property and are not to be delivered to third parties without our express, written authorization. Despite deviating agreements in particular cases, they are to be returned to us with the completion of the order without additional request from our side. Products which have been produced or perfected with such production tools, trademarks and designs can only be delivered to third parties with our express and written authorization.

III. 交付和履行

1. 约定的交付期限和交付日期具有法律约束力。交付期限始于下单日。在交付期限内或在交付日当日，货物必须到达我方指定的接收地点。
2. 无需我方提前敦促，供应商若未在交货期限内交付货物，即构成延迟交付。遵守交付主要指在规定的交期内，在我方告知的目标地点和/或使用地点交付货物为判断标准。供应商应知悉并承认，若交付的数量或质量同约定存在差异，即构成延迟交付。
3. 在延迟交付的情形下，我方有权遵守合同义务而继续履行或者在无法确定期限情况下解除合同和/或要求损害赔偿。供应商有义务赔偿由此产生的损失。此外我方在延迟交付的情形下有权要求供应商支付违约金，其数额为每延迟一整周应按延迟交付货物价值的0.5%计算，最多不超过总合约价值的5%。
4. 如果将要发生延迟交付的情况，供应商应立即告知我方并征求我方关于维持合同的决定。无条件接收延迟交付的货物不代表我方放弃基于延迟交付而享有的索赔权。
5. 原则上不允许部分交付，除非我方以书面形式明确表示同意。
6. 在交付期限截止前，我方不负有收货的义务。
7. 在交付不可能的情形下，我方有权要求损害赔偿或者行使其他担保权利。

IV. 发货

1. 我方的发货规定因被遵守。任何因无视我方发货规定而造成我方承担的费用应当由供应商承担。这同样适用于附加费用，即供应商造成的必要加急运输情况下的费用。我方仅认可同我方事先书面约定的额外运输保险费用。

III. Delivery and Performance

1. The agreed deadline and dates for delivery are binding. They start with the date of the order. Products have to be received at the place identified by us within the deadline or on the date for delivery.
2. The Supplier will be in default with the performance of its obligations, if delivery does not occur within the deadline for delivery. A prior demand from us is not required. Compliance with the deadline for delivery mainly depends on the point in time in which performance has been received at the targeted place and/or place of usage informed by us. The Supplier is aware and acknowledges that delivery of an amount or quality, which deviates from the agreed, establishes delayed delivery.
3. In case of delayed delivery we are entitled to demand performance of the contractual obligations or, after having unsuccessfully set a further deadline for performance, to rescind the contract and to demand damages. The Supplier is then obliged to compensate us for our losses which have resulted from this. Further, in case of delayed delivery, we are entitled to demand a contractual penalty in the amount of 0.5% of the value of the delivery in default per completed week, however, at a maximum of 5% of the total value of the order.
4. In case delays are to be expected the Supplier has to inform us about this immediately and to obtain from us a decision on the continuance of the contract. Acceptance of a late delivery/performance without reservation does represent a waiver of any rights which we are entitled to as a result of the delayed delivery/performance.
5. Deliveries in parts are generally not acceptable, unless we have agreed to them expressly and in writing.
6. We are not obliged to accept delivery before the identified date for delivery.
7. If delivery cannot be made, we are entitled to demand compensation for damages and to exercise other security rights which we are entitled to as a result of the non-delivery.

IV. Shipping

1. Our shipping regulations are to be complied with. Any costs caused by non-compliance are to be borne by the Supplier. The same applies to additional costs caused by the Supplier through circumstances which require a faster transportation. We only accept additional insurance for transportation if it was agreed to by us prior and in writing.

2. 供应商有义务在我方指定的接收地点交货，所有运费由供应商承担，我方不承担任何费用。如果我方在个例中需承担运费，供应商应选择我方规定的运输方式，如我方未对此做出规定，则应选择对我方而言最有利的运输和交付方式。
3. 只有当我方在指定接收地点接受货物后，货物风险才转移到我方。
4. 价格已包含包装费用。如果另有约定，包装费用应以单独成本价格而计算。供应商必须选择我方预先规定好的包装，并注意通过包装来保护货物免受损坏。在退回时，至少2/3计算的价值将记入贷方。

V. 质量，环境，验收和质量申诉

1. 供应商有义务在中国遵守我方就其供货所要求的技术信息、适用的事故防范规定、法规、符合ISO 14001/EMAS的环保法律以及中国最新认可的技术规则。
2. 供应商应执行一种在方式和范围上适当的质量检测以确保供货的质量。
3. 尺寸、数量和质量以我方进货检验和质量检验确定的数值为准。
4. 供应商不得对延迟的质量问题申诉和无条件验收提出异议。

VI. 瑕疵责任/ 费用补偿/ 期限/ 保险

1. 如果货物存在瑕疵，我方将依照适用的法律规定行使权利，除非下述条款另有规定。在危及操作安全、遭受特别重大损害或者为了维持我方对客户供货能力的情况下，我方可在供应商的指导下自行修复或者让第三方代为修复。由此产生的费用应由供应商承担。供应商应赔偿所有基于物件瑕疵而由我方直接或者间接承担的损失或开支。只要交付的货物中部分被认定为有瑕疵，则供应商还需赔偿超出正常范围的进货控制开支。这同样适用于我方或我方客户在进一步商业过程中对所收到的货物进行部分或者全部核查的费用。凡

2. Delivery occurs to the point of acceptance identified by us and at the cost of the Supplier and free of any charges for us. In case we have to bear the cost of transportation on an exceptional basis the Supplier needs to choose the mode of transportation identified by us, otherwise the most favorable mode of transportation and delivery for us.
3. The risk for the products only passes to us with our acceptance at the identified delivery point.
4. Packaging is included in the price. In case something different is agreed upon as an exception, packaging is to be charged at the cost price. The Supplier has to choose the mode of packaging identified by us and to take care that the goods are protected from damage by the packaging. In case of a return shipment at least two-thirds of the charged value is to be credited.

V. Quality, Environment, Acceptance and Notification of Faults

1. The Supplier is obliged to comply with the technical data requested by us for the deliveries, applicable regulations for the prevention of accidents, any applicable legal regulations, applicable environmental protection in dependence on ISO 14001/ EMAS and the latest acknowledged technical rules in China.
2. The Supplier has to perform quality inspections, which are sufficient in nature and extent, to ensure the quality of its deliveries.
3. For measures, quantity and quality those values shall be taken as final which have been established during our control and quality inspections of incoming products.
4. The Supplier waives any rights to object due to a late notification of faults of the products and an unreserved acceptance.

VI. Liability for Faults / Refund of Expenses / Time Limits / Insurance

1. In case of faulty products being delivered, all rights are to be determined according to applicable laws, unless otherwise stipulated in the conditions below. In case of threats to the security of our operations, risks of unusually high damage or to maintain our capability to deliver to our customers, we are entitled to remedy faults to products ourselves with guidance of the Supplier or through third parties. Any costs caused by this are to be borne by the Supplier. The Supplier is liable to us for any losses or expenses caused by, directly or indirectly, the fault of the product. Additional expenses for inspections of products in excess of regular inspection efforts are

供应商使用第三方实现交付，则供应商对第三方行为负责。

2. 供应商应赔偿我方客户或者我方在瑕疵责任事件发生的前期或关联阶段为防止损害或者减少损害（例如：召回行动）而支出的费用。
3. 若因供货商的瑕疵供货而导致我方须依法为客户承担相应费用，则供应商应赔偿我方该等费用。
4. 除非法律另有强制性规定，供应商有义务在货物送达我方或者我方验收（若有法律或合同规定）后的 48 个月内承担瑕疵责任。在补充履行的情况下，期间因交付的产品的不能依照合同目的被使用，其承担瑕疵责任的期限相应被延长。
5. 供应商有义务，在供货关系存续期间，为第 VI 条所示风险维持合适的保险保障。在我方要求下，供应商应提供证明。

VII. 价格和支付

1. 约定的价格包含包装费，运费以及其它杂费。
2. 如果价格依照重量计算，则应当以我方确定的净重量计算。
3. 我们在 30 日支付期限内应享有账单含税价格 2% 的现金折扣，或者在 60 日支付期限内应享有账单不含税价格 2% 的现金折扣。如果货物到达晚于账单送达我方，则支付期限起始于货物到达日。支付方式由我方决定。货到付款是不被接受的。
4. 在预付货款的情况下，我方有权要求银行担保。
5. 对我方享有的债权只能在我方书面同意的情况下被转让。

VIII. 保护性权利

供应商保证，第三方的专利权或者其他保护性权利不会因为其货物或者我方对其货物的使用而受到损害。供应

also compensable, if at least parts of the delivery are faulty. This also applies to a full or partial inspection of the received products in the further conduct of business with us or our customers. If the Supplier uses third parties for the performance of its obligations, these operate as its agents and the Supplier will be liable for their actions.

2. The Supplier will also compensate any expenses of our customers or us, which are caused prior to or in connection with situations of liability for faulty products for the early prevention or minimization of damages (e.g. recalls).
3. The Supplier will compensate any expenses which we are required to pay to our customers and which are caused by faulty products from the Supplier.
4. Unless otherwise stipulated by law, the Supplier is liable for faults which materialize within 48 months from delivery to us or from acceptance (if the same is stipulated by law or contract). In case of a supplementary performance the time limit is extended by the time in which the products, which are to be delivered, cannot be used.
5. The Supplier is obliged, for the duration of the supply relationship, to maintain appropriate insurance coverage for the risks under section VI. Proof is to be provided upon our request.

VII. Price and Payment

1. The agreed prices are inclusive of packaging, freight and other expenses.
2. Prices are as per weight. For calculation the net weight as established by us is relevant.
3. We pay within 30 days with a 2% cash discount of the gross invoiced value or within 60 days net. If the receipt of the products occurs after receipt of the invoice the deadline for payment begins with the date of the receipt of the goods. The method of payment will be determined by us. Cash on delivery cannot be accepted.
4. In case of advance payments, we are entitled to request a bank guarantee.
5. Creditor's rights against us can only be assigned with our written approval.

VIII. Property Rights

The Supplier is liable that through its delivery and usage by us no patent or other property rights of third parties are infringed. It indemnifies us and our customers from

商确保我方以及我方的客户免于因行使该等保护性权利而被索赔。除非供应商交付的货物是依照我方提供的图纸、模型或者其他类似描述或设计而生产，并且供应商不知悉保护性权利由此被侵害，或者供应商在生产产品时无法知悉保护性权利由此被侵害。

all claims resulting from the infringing of such property rights. This does not apply, insofar the Supplier produced the delivered products pursuant to our drawings, models or descriptions or layouts similar to these and does not know or cannot know in relation to the products which have been produced by it, that this causes property rights to be infringed.

IX. 不可抗力

战争、内战、由于政治关系变化而导致的出口限制或贸易限制、罢工、停业、停工、经营受限等等使得我方无法履行合同义务的事件，应被视为不可抗力，其免除我方在该等事件持续期间的及时接收货物之义务。合同合作方有义务通知对方了解此事并依照诚实信用原则根据变更的情势而调整其义务。

IX. Force Majeure

War, civil war, export or trade restrictions due to changes of political circumstances, strikes, lock outs, business disruptions and restrictions, such as events which make our performance of the contract impossible or unacceptable, are considered force majeure and, for the time of their existence, relieve us from the duty to accept the products in time. The parties to the contract are obliged to inform each other about this and to adjust their obligations in accordance with the changed circumstances in good faith.

X. 保存/财产

提供的材料属于我方的财产，应当单独分开存放并仅为我方采购订单之目的而使用。供应商对其减值或损失负有无过错责任。使用我方提供的材料而制成的物品，在各个生产阶段，均按比例属于我方财产。供应商代表我方保管这些物品；替我方保管这些物品和材料的成本都已包含在购买价格中。

X. Custody/Property

Provided materials remain our property. They have to be stored separately and can only be used for our orders. For a diminution in value or loss only the Supplier will be liable, even if it acted without fault. Products, which have been produced with the materials provided by us, are in part our property as per the respective production stage. The Supplier retains the products on our behalf in its custody. Costs for this are contained in the purchase price.

XI. 反腐败，反奴隶制和贩卖人口

1. 反腐败，
供应商应：
 - a. 遵守与反贿赂和反腐败 相关的所有适用的法律，法规和条例，
 - b. 及时向买方报告供应商因履行合同而收到的任何不适当的财务或其他好处的要求或需求；
2. 反奴隶制和贩卖 人口，
供应商应：
 - a. 确保其每个分包商遵守与奴隶制和贩卖人口相关的所以适用的法律，法规和条例。
 - b. 一旦了解与合同相关的供应链中任何实际或者可能的奴隶制或者贩卖人口，应通知买方。

XII. Anti-Corruption, Anti-Slavery and Human Trafficking

1. Anti-Corruption,
the supplier shall:
 - a. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption;
 - b. promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract.
2. Anti-Slavery and Human Trafficking,
the supplier shall:
 - a. and shall procure that each of its subcontractors shall comply with all applicable laws, statutes and regulations relating to slavery and human trafficking.
 - b. notify the Buyer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract.

XI. 商业秘密

XIII. Trade Secrets

供应商有义务，将我方的订单以及所有与之相关联的商业和技术事宜作为商业秘密来对待。

The Supplier is obliged to treat our orders and all commercial and technical details related to these as trade secrets.

XII. 结尾条款

1. 口头的附加约定需要达成书面形式方才生效。
2. 供应商若转让基于与我方签署的协议而具有的权利和义务，需要获得我方的书面同意方为有效。
3. 如果上述单一条款无效或成为无效，则余下条款效力不变。
4. 履行地为由我方预先规定的交货地或执行地，支付地点为中华人民共和国昆山市。
5. 凡因本一般采购条件而产生或与本一般采购条件有关的任何争议，包括其解释、履行、效力、可执行性或者终止，均应提交上海国际仲裁中心（SHIAC）通过仲裁程序予以解决。仲裁程序将依照上海国际仲裁中心在递交仲裁之日有效的仲裁规则执行。仲裁应当以[英语]进行。上海国际仲裁中心的裁决是终局性的，对所有参与的缔约方有法律约束力。
6. 本协议仅适用于中国法律。
7. 本一般采购条件的语言是英语和中文。如有争议，以英文版本为准。

XIII. 确认

供应商在此确认，我方已向供应商全面指明了上述一般采购条件，该等规则免除了我方责任或者规定了供应商的额外责任，我方对此进行了充分的说明。

地点，日期，供应商签字

XIV. Final Provisions

1. Oral supplementary agreements are only valid if made out in writing.
2. A transfer of the Supplier's rights and duties under the contract concluded with us requires our written approval for its validity.
3. Should a term in these conditions be or become void, the remaining terms will not be affected by this.
4. Place of performance is the place of delivery or performance as specified by us, for payments this is Kunshan, P.R. China.
5. All disputes under or in connection with these conditions, including the interpretation, performance, validity, enforceability or finalization, are to be submitted to the Shanghai International Arbitration Center (SHIAC) for decision in an arbitration proceeding. The arbitration proceeding will be conducted pursuant to the rules of the SHIAC and be conducted in English, as in force on the day of submission. The decision of the SHIAC is final and binding for all parties involved.
6. Only Chinese law is applicable.
7. The languages of these Conditions are English and Chinese. In case of contradictions the version in English shall prevail.

XV. Confirmation

The Supplier assures and confirms that those terms of these General Purchasing Conditions which relieve us from liability or which provide for an additional liability of the Supplier, were pointed out by us to the Supplier in a sufficient manner and that complete explanations were given.

Place, Date, Signature of Supplier