

GENERAL CONDITIONS OF PURCHASE 通用采购条款

1. Foreword 前言

1.1. These General Conditions of Purchase apply to all contracts executed between Purchaser and Supplier, based on Purchaser's orders issued to purchase raw materials, other materials, tools, molds, machines or any other goods, services, consultancy activity or other activities by the Supplier ("Products"). Conditions different from those set forth herein, which are attached, referred to, added or amended by the Supplier shall not be valid and are not effective between the Parties unless expressly and specifically accepted in writing by the Purchaser. For avoidance of doubt, this provision shall apply whether Supplier's terms and conditions are issued or delivered to the Purchaser prior or after the issuance of Purchaser's purchase orders. 本通用采购条件适用于买方与供应商之间签订的所有合同，这些合同基于买方为购买供应商原材料、其他材料、工具、模具、机器或任何其他商品、服务、咨询活动或其他活动（“产品”）而发出的订单。除非买方以书面形式明确具体地接受，否则供应商附加、提及、添加或修订的与本文所载之条件不同的条件应在双方之间无效。为免生疑问，无论供应商之条款和条件是在买方发出采购订单之前还是之后发出或交付给买方，本项规定均适用。

1.2. Every purchase order shall be deemed to make reference, explicitly or implicitly, to the Purchaser's technical specifications in force for the Products included in the order. Acceptance of orders therefore require full unconditional acceptance of all the technical specifications which thereby become an integral part of the sales contract. 每份采购订单应视为明示或默示地参考有关订单中所包含产品的买方现行技术规范。因此，接受订单需要完全无条件地接受所有技术规范，从而成为销售合同不可或缺的组成部分。

1.3. For the purpose of these General Conditions of Purchase (i) "Purchaser" shall mean ZIPPAS INDUSTRIES HANGZHOU Ltd; (ii) "Supplier" shall mean any physical person or corporate, company, entity, associations or enterprise to which the Purchaser orders the Products; and (iii) "Parties" shall mean jointly Purchaser and Supplier. 出于本通用采购条件之目的：

(i) “买方”应指杭州佐帕斯工业有限公司；(ii) “供应商”应指买方向其订购产品的任何自然人或法人、公司、实体、协会或企业；以及 (iii) “双方”应指买方和供应商。

2. Order confirmation – Prices 订单确认 - 价格

2.1. The Supplier shall inform the Purchaser of acceptance of the order by sending him a confirmation in an electronic way by means of the Supplier Network Collaboration (SNC) system within and not later than 5 days from the receipt of the order. If the Supplier does not have this system available he shall send the confirmation in writing or by the means of an internet system other than the one implemented by the Purchaser. The sale and purchase agreement shall be considered executed on receiving date of such order confirmation. In any case, even in

the absence of written confirmation the sale and purchase agreement shall be considered to be executed – and governed by these General Conditions of Purchase – if the Supplier, even tacitly, executes or performs the order and the Purchaser accepts the Products delivered to him by the Supplier. 供应商应在收到订单后 5 天内且不迟于收到订单后 5 天，通过供应商网络协同（SNC）系统以电子方式向买方发送确认书，通知买方接受订单。如果供应商未获得该系统，则其应以书面形式或通过除买方实施系统之外的互联网系统发送确认书。销售和购买协议应视为在订单确认收到之日执行。在任何情况下，即使在无书面确认的情况下，如果供应商（甚至默许地）执行或履行订单，并且买方接受供应商向其交付的产品，则销售和购买协议应视为已执行，并受本通用采购条件管辖。

2.2. The prices indicated or referred to in the order are fixed and cannot undergo any variation; other than the Products, the prices include packing to be made in accordance with the Purchaser's instructions for dispatch. 订单中标明或提及的价格为固定价格，不得作出任何变更；除产品外，价格包括根据买方发货指示进行的包装。

3. Invoicing 发票

3.1. Invoices relating to the Products shall be issued by the Supplier and dated not before the delivery of the related Products. They shall refer to each individual order and indicate the order number, material item code, delivery note number, quantity and description of the Products, unit price, total price, VAT, Supplier's code, agreed delivery terms, origin of the Products (if preferential or not preferential) and the customs code (at least the first 4 digits). Otherwise the Purchaser shall have the right to refuse the Products. 与产品相关的发票应由供应商开具，日期不得早于相关产品交付之前。发票应参考每份订单，并注明订单编号、材料项目代码、交货单编号、产品数量和说明、单价、总价、增值税、供应商代码、商定交付条款、产品原产地（如有优惠或无优惠）和海关代码（至少前 4 位数字）。否则，买方应有权拒绝产品。

3.2. Payment of invoices involving supplies in which non-conforming Products have been found will not be made until such Products are replaced or repaired. Therefore, all charges deriving from the withdrawal of bank drafts, bills, or cash orders shall not be refunded by the Purchaser. 除非更换或维修不合格产品，否则买方不会支付涉及发现不合格产品的供应品发票款项。因此，买方不会退还因撤销银行汇票、票据或现金订单而产生的所有费用。

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

4.1. All Products shall be delivered to the Purchaser's facilities on the dates and in the places specified in the purchase order. Agreed delivery terms and dates are mandatory for the Supplier. Therefore, any delivery performed prior or later than the agreed delivery dates is excluded, unless required by the Purchaser. 所

有产品应在采购订单中指定的日期和地点交付至买方设施。供应商必须遵守商定的交付条款和日期。因此，除非买方要求，否则不包括在商定交付日期之前或之后进行的任何交付。

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

4.2. 产品应附有交货单（每份订单一份交货单），以注明订单编号、材料项目代码和说明、计量单位、数量、件数、每件商品包装数量、重量和商品原产地的详细信息。

4.3. Save for Purchaser's right to claim further damages, if the Supplier delays delivery of any the Products with reference to the dates provided for in the purchase order, the Purchaser shall be entitled to:除买方要求进一步损害赔偿的权利外，如果供应商根据采购订单中规定的日期延迟交付任何产品，则买方应有权：

a) charge the Supplier liquidated damages for an amount equal to 2% of the invoiced price of the Products per each week of delay starting from the first day following the date on which the Products should have been delivered, up to a maximum of 15%. The liquidated damages arise and become fully due on the first day of each week of delay. The Parties agree that the amount of the liquidated damages consists in a genuine and fair estimation of the damages and losses that the Purchaser would suffer due to the delayed supply of the Products and, therefore, the Supplier waives any claims or requests of liquidated damages reduction even before any competent authorities;自产品应交付之日后第一天开始，每延迟一周，向供应商收取相当于产品发票价格 2% 的违约赔偿金，最高不超过 15%。违约赔偿金在每个延迟周第一天产生并到期。双方同意，违约赔偿金包括对买方因延迟供应产品而所遭受损害和损失的真实和公平估计，因此，供应商放弃任何违约赔偿金减少的索赔或请求，即使提交至任何主管当局；

b) save for to the liquidated damages set forth in a) above, terminate the contract due to non-fulfilment by the Supplier if the delay exceeds eight days.除上述 a) 中规定的违约赔偿金外，如果延迟超过八天，则可因供应商未履行合同而终止合同。

4.4. The Purchaser may return to the Supplier, at the Supplier's expense, any Products delivered in advance of the delivery date endorsed on the order; such Products shall be considered not delivered. If the Purchaser decides to accept an early delivery, the terms of payment shall in any case apply from the agreed delivery date. 任何提前于订单所要求日期交货的产品，采购商可以退还给供应商并由供应商付费，这种情况可认为产品未交付。如果采购商决定接收，付款应以原协议的交付日期进行支付。

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

必要的文件，以确保符合所有现行的指令和/或适用的国内和国际法规。

5. Packing 包装

5.1. The Supplier guarantees that the packaging is suitable for the supplied Products and that the Products will be delivered intact and integral at the warehouse of the Purchaser. 供应商保证包装适合所供应的产品，且产品将完整无损地交付至买方仓库。

5.2. Packing shall be identified with a label that can be read in the Purchaser's automatic goods acceptance areas (e.g. DATAMATRIX). 包装须用标签进行标识，其能被采购商自动接收货物区域读取（例如 DATAMATRIX）。

5.3. The label shall comply with the specifications written in the Purchaser's 0.20.02 manual and subsequent amendments, available for consultation and printout on the website www.zoppasindustries.com. 标签须符合采购商 0.20.02 手册的规定，随后的修订，可在 www.zoppasindustries.com 网站上查阅和打印。

5.4. If the Supplier is unable to apply a label of DATAMATRIX type according to the Purchaser's requested indications, he shall provide a label carrying the Supplier's name, net weight of the goods, quantity and number of packages, Purchaser's material item code and production batch number, Purchaser's order number. 如果供应商无法根据采购商要求的标记张贴 DATAMATRIX 类型的标签，其应当提供标签，并在标签上注明供应商名称、货物净重、包装数量和件数、采购商材料项目代码和生产批号及采购商订单号码。

6. Supply acceptance 供货规范

6.1. The Purchaser has the right to inspect the Products ordered and refuse non conforming Products and/or Products which are supplied in excess number, and returning them carriage forward. 买方有权检查订购的产品，拒绝不合格产品和/或过量供应的产品，并将此类产品退回。

6.2. Save for Purchaser's right to cancel the whole order or part of it, if Products are not accepted due to their non-conformities, the batches or units refused shall be replaced at Supplier's cost within seven (7) days from the Purchaser's communication of non-acceptance together with a request for replacement. 如果因产品不合格而不被接受，采购商有权取消整个订单或订单的一部分。经采购商对不合格沟通及接受换货申请，被拒收的批次或元件须在供应商付费条件下于 7 天内进行替换。

6.3. In case of non-conforming Products, save for the right to claim Damages, the Purchaser is entitled to require, at his own discretion: 对任何不合格产品，采购商有权要求赔偿损失，可任意要求：

a) free replacement of the faulty Products with conforming ones, or 合格产品替换不合格产品，或

b) termination of the contract with consequent credit of the amount involved. 终止合同，并要求供应商退回所涉及的货款部分。

6.4. If the non-conforming Products need to be reworked and/or employment of labour to make them usable is required, the relevant costs shall be charged to the Supplier. 如果不合格产品需要返工和/或需要雇佣工人进行修补, 则相关费用应由供应商承担。

7. Warranty 担保

7.1. Supplier guarantees that the Products work perfectly are free from any defects and quality issues and conform to the relevant technical specifications for thirty (30) months from the date of their delivery, unless otherwise agreed in writing. Further, the Supplier guarantees to transfer good title of the Products which are free from any encumbrances, pledges or seizure, as well as that Products comply with all applicable laws and regulations in force at the time they are delivered to the Purchaser. 除非另有书面约定, 否则供应商保证产品在交付之日起三十(30)个月内工况良好, 无任何缺陷和质量问题, 并符合相关技术规范。此外, 供应商保证转让无任何产权负担、质押或扣押的产品有效所有权, 并且产品在交付给买方时符合当时有效的所有适用法律法规。

7.2. During the warranty period, at the request of the Purchaser the Supplier shall replace or repair faulty Products free of charge on the Purchaser's premises or at the facilities of Purchaser's Customer. 在保修期内, 供应商依照采购商要求在采购商的工厂或其客户的工厂免费替换或修理故障产品。

7.3. If the Products supplied are used in the Purchaser's production processes, the Supplier shall also guarantee replacement of non-conforming Products not due to the Purchaser's production process. The replacing or repaired units shall benefit from the same warranty terms applied to the replaced or repaired non conforming Products. 如果在采购商生产过程中发现的不合格品, 此不合格品不是由采购商造成的, 供应商应保证更换, 替换或修理不合格元件必须同样受益于原产品的担保条款。

7.4. The Supplier represents and warrants that the Supplier itself, its contractors, sub-contractors and the Products supplied to the Purchaser comply with all applicable national, European and international custom laws and regulations as well as the regulations on import and export controls including but not limited to export regulations of dual-use goods. 供应商声明并保证, 供应商本身、其承包商、分包商和供应给买方的产品符合所有适用的国家、欧洲和国际惯例法律法规以及进出口控制法规, 包括但不限于两用商品的出口法规。

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

8.1. As the purchase order presupposes prior approval of the Supplier and his production process, the Supplier shall inform the Purchaser well in advance and in writing about his intention to change the production process and/or move production of the Product to another place and/or change materials and/or Sub-suppliers and/or design. 由于采购单是基于先前批准的供应商及其生产过程, 因此供应商若有意更改生产过程和/或移动生产地点和/或更改材料和/或次级供应商和/或设计, 必须提前并书面通知采购商。

8.2. The Supplier shall obtain written approval from the Purchaser before making any changes and supplying Products made with the new manufacturing. 供应商必须获得采购商的书面批准, 在进行任何更改和供应新制造的产品前。

8.3. The Purchaser shall therefore have the right to approve the Product before it is manufactured and sold with the new process and/or in the new place. 因此采购商必须有权批准新过程和/或新地方制造的产品。

9. First production for approval 首次生产批准

9.1. In order to start the Purchaser's approval procedure and therefore authorizing the purchase and use of the Product in his production process, the first delivery of a new Product shall comprise a lot of the Product manufactured with final production tools (preseries), suitably identified and provided with a report containing the tests made by the Supplier to certify Product conformity and compliance with the applicable standards/regulations in force. 为了开始采购商的批准程序, 从而批准采购和使用此产品于其生产过程, 新产品在第一次交货时, 须包含由最终生产工具(场所)制造出样品的介绍, 合适的标识, 提供一份证明产品符合的测试报告, 并且遵守现行适用的标准/规定。

9.2. If the Products are manufactured on the basis of Supplier's project for which the Purchaser only provides the dimensions drawing (as well as any specifications), in addition to what above mentioned, the Supplier, when specially required by the Purchaser, shall deliver the drawings for the individual parts or other relevant documents; such documentation shall be promptly updated if, during the provision of supplies, the approved Product undergoes changes, formerly approved by the Purchaser. 如果产品是由供应商设计制造的, 采购商只提供尺寸图纸(规格), 当采购商有特殊要求时, 除以上提及的内容外, 供应商必须提交上述提及的样品及各个零件的图纸或其他相关文件; 这些文件需及时更新, 如果在供应期间, 之前经批准的产品发生更改, 须经过采购商提前批准。

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

10.1. The Supplier represents and warrants that the Products do not infringe any patents, copyrights or other Industrial and Intellectual Property Rights of third parties and undertakes to indemnify, hold harmless and compensate the Purchaser from and against any Damages (as defined in section 18) arising from claims by any third parties. 供应商声明并保证, 产品不会侵犯第三方的任何专利、版权或其他工业和知识产权, 并承诺对买方因任何第三方索赔而造成的任何损害(定义见第18节)进行赔偿和补偿, 并使之免受损害。

10.2. All Intellectual and Industrial Property Rights arising out of the design phase, development or manufacture of a Product for the Purchaser shall vest in and absolutely owned by the Purchaser, except for Intellectual and Industrial Property Rights independently acquired by the Supplier without any support of the Purchaser, prior to the date on which the Purchaser entered into any discussion with Supplier in relation to the supply of the relevant Product. The Supplier shall

indemnify and hold the Purchaser harmless from and against any and all claims made by its employees or inventors in relation to the aforementioned Intellectual and Industrial Property Rights. 在买方与供应商就相关产品的供应进行任何讨论之日前，因买方产品设计阶段、开发或制造而产生的所有知识产权和工业产权应归买方所有，但供应商在无买方任何支持的情况下独立获得的知识产权和工业产权除外。供应商应对买方因其雇员或发明者就上述知识产权和工业产权提出的任何和所有索赔进行赔偿，并使之免受损害。

10.3. The Supplier grants and shall cause its employees, consultants and suppliers grant to the Purchaser, for a period of twenty years, a royalty-free, worldwide, irrevocable and non-exclusive license of their Intellectual and Industrial Property Rights to the extent they are necessary to use, sell, distribute or otherwise market the Products. 供应商授予，并应促使其雇员、顾问和供应商向买方授予知识产权和工业产权的免版权、全球性、不可撤销和非排他性许可，有效期为二十年，前提是此类许可是使用、销售、分销或以其他方式销售产品所必需的许可。

10.4. For the purposes of these General Conditions of Purchase and of the supply relationships governed thereby, "Intellectual and Industrial Property Rights" means all intellectual and industrial property rights including, but not limited to, trademarks and designs, logos and other distinctive signs, drawings and models, inventions, utility models, patents and patent applications, trade secrets, know-how, domain names and all related registrations or applications for registration. 出于本通用采购条件以及受其管辖的供应关系之目的，“知识产权和工业产权”是指所有知识产权和工业产权，包括但不限于商标和设计、标志和其他特殊标识、图纸和模型、发明、实用新型、专利和专利申请、商业秘密、专有技术、域名以及所有相关注册或注册申请。

10.5. The Parties declare and agree that the purchase price of the Products is determined taking into consideration Purchaser's ownership of the Intellectual and Industrial Property Rights pursuant to this section 10. 双方声明并同意，根据本第 10 节，产品的购买价格是在考虑买方对知识产权和工业产权之所有权的情况下确定。

11. Technical documentation – Tooling – Molds 技术文件 工装 模具

11.1. The Supplier shall keep up-to-date the technical documentation received by the Purchaser, proceed with the updating of the internal documents he uses in his organisation or used by his sub-suppliers and guarantee that the documents are available when and where the production and the quality controls are carried out; moreover he shall avoid that obsolete documents are used. 供应商应当及时更新采购商提供的技术文件，继续更新其在组织内部使用的或其分供应商使用的内部文件，并保证在进行生产和质量控制的场所可随时获取该等文件；而且其应当避免使用过时的文件。

11.2. The Supplier shall exercise great care and confidentiality in keeping the drawings, samples and all other documents

and/or materials received from the Purchaser, and shall return them whenever the Purchaser requires them. It is expressly prohibited for the Supplier to use and reproduce such documents and materials for purposes different from the Supplier relationship with the Purchaser. 供应商须尽心保管和保密来自采购商的图纸、样品和所有其他文件和/或材料，当采购商要求时，应将所有资料归还给采购商。明文禁止供应商使用和复制这些文件和材料用于供应商和采购商关系之外的目的。

11.3. The Supplier shall keep suitable records of the results of tests, checks and approval tests relating to both his own production and that of any Sub-suppliers, to be produced when required by the Purchaser's Quality Dept. The Supplier shall keep the records of results for no less than the term provided for in laws or regulation concerning manufacturer's liability. 供应商应对采购商所要求的试验，检测和批准试验结果数据进行正确记录，不仅包括本生产线的和涉及到的下级供应商的。供应商须保存记录，保存期限不少于法律或法规规定的制造商责任期限。

11.4. In any case the Supplier shall keep all the prescribed documentation for an even longer period than the period prescribed by the applicable law, when litigation is entered into, in court or out of court, up to the end of the proceedings. **11.4.** 在任何情况下，供应商应保存所有规定的文件，保存时间甚至比适用法律规定的时间更长，无论是在法庭上还是法庭外提起诉讼，直至诉讼程序结束。

11.5. The Supplier shall identify and provide for the maintenance of any molds and tooling or whatever goods belonging to the Purchaser and in Supplier possession, and insure them at his own expenses against theft and fire. Such molds, toolings and goods shall be used exclusively for the benefit of the Purchaser or companies – directly or indirectly -controlling or controlled by ZOPPAS INDUSTRIES HANGZHOU Ltd (ZOPPAS INDUSTRIES HANGZHOU Ltd and all such other companies shall be defined “ZOPPAS INDUSTRIES HEATING ELEMENT TECHNOLOGIES GROUP”) and not for Supplier's or third parties' own purposes. Upon termination of the supply relationship or in any case at the request of the Purchaser the Supplier shall return the molds, tooling, and goods operational and complete in all their parts. 供应商应确定并为属于买方和归供应商所有的任何模具和工具或任何商品提供维护，并自费购买防盗和防火保险。此类模具、工具和商品应仅用于买方或直接或间接控制杭州佐帕斯工业有限公司或受杭州佐帕斯工业有限公司控制的公司（杭州佐帕斯工业有限公司以及所有此类其他公司应为所定义的“ZOPPAS INDUSTRIES HEATING ELEMENT TECHNOLOGIES GROUP”）之利益，而非出于供应商或第三方自身目的。在供应关系终止后，或在任何情况下，应买方要求，供应商应退回模具、工具和商品所有可操作的配套部件。

11.6. Tooling prepared by the Supplier and Purchaser together shall be very carefully used and kept by the Supplier and may not be modified, altered and/or destroyed and/or used by others without prior written authorization from the Purchaser. In any

case the Supplier shall be held liable for any damages caused by non-availability and/or destruction of said tooling. 供应商和采购商一起准备的工装，供应商须谨慎使用和保存，没有采购商的书面授权，不能擅自修改，更改和/或销毁和/或其他使用。任何情况，供应商应对任何损害导致不可用和/或对上述工装的破坏负有责任。

11.7. If anomalies occur during use, the elimination of which requires extraordinary maintenance, the Supplier shall inform the Purchaser in order to receive instructions about what to do (any damage/breakages shall be charged exclusively to the Supplier). 如果使用出现异常，消除异常需要特别维护，供应商须通知采购商以便收到如何做的指示（任何损坏/破坏须由供应商承担）。

12. Confidentiality clause 保密条款

12.1. All information and data that comes to the notice of the Supplier, excluding only those of public domain, are to be considered reserved and confidential and the Supplier shall therefore undertake not to disclose them to third parties. 所有供应商所知道的信息和数据，只除了众所周知的信息之外，供应商都有义务保密，甚至不能透露给第三方知道。

13. Organization Model and Code of Ethics 组织模式和道德准则

13.1. The Supplier declares that he is aware of the regulations regarding the administrative responsibilities of organisations and the principles included in the Purchaser's Organisation Model and Code of Ethics, available for consultation and printout on the website www.zippasindustries.com, to be considered an integral part of these General Conditions of Purchase and commits himself, also on behalf of his Partners and/or Sub-suppliers, to observe them. 供应商声明，其了解关于组织行政责任的法规以及买方组织模式和道德准则中包含的原则，此类法规和原则（如需查阅和打印，请访问网站 www.zippasindustries.com）视为本通用采购条件不可或缺的组成部分，并承诺代表其合作伙伴和/或分供货商遵守此类法规和原则。

13.2. Failure by the Supplier - and by all his partners and/or sub-suppliers - to observe the provisions in the above-mentioned Organisation Model and/or Code of Ethics shall to all effects and purposes imply serious non-fulfilment of the contract and shall authorize the Purchaser to terminate the relationship with immediate effect and claim the suffered Damages. 供应商及其所有合作伙伴和/或分供货商不遵守上述组织模式和/或道德准则的规定应意味着严重不履行合同，而且应授权买方立即终止关系并就所遭受的损害提出索赔。

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

14.1. These General Conditions of Purchase and the contracts subject to such general conditions are governed by the law of the country where the registered office of the Purchaser is located at the date on which the Purchaser has purchased the Products. In the event that Supplier's registered office is located out of such country, the United Nations Convention on

Contracts for the International Sale of Goods (Vienna, 1980) will apply and the law of the country where the registered office of the Purchaser is located at the date on which the Purchaser has purchased the Products, will apply subordinately for any and all issues, facts and matters which are not covered by the aforementioned Convention. 本通用采购条件和受本通用采购条件约束之合同受买方购买产品之日买方注册办事处所在国家的法律管辖。如果供应商的注册办事处位于该国境外，则《联合国国际货物销售合同公约》（维也纳，1980）将适用，以及买方购买产品之日买方注册办事处所在国的法律将从属地适用于上述公约未涵盖的任何和所有问题、事实和事项。

14.2. Any and all disputes arising out of or connected to these General Conditions of Purchase and/or the contracts subject to such general conditions shall be settled exclusively by the competent Court of the place where the registered office of the Purchaser is located at the date the lawsuit is taken, being understood that in any case the Purchaser shall be entitled to sue the Supplier before any other court having jurisdiction. 由本通用采购条件和/或受本通用采购条件约束之合同引起的或与之相关的任何和所有争议应仅由提起诉讼之日买方注册办事处所在地的主管法院解决，应理解，在任何情况下，买方应有权在任何其他有管辖权的法院起诉供应商。

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

15.1. The Purchaser reserves the right to visit the Supplier's or his sub-suppliers premises, with notice and together with Purchaser's Customers and the government Authorities for the purpose of assessing their organization (equipment, labour, incoming materials, production process, final tests, dispatch, etc.). 采购商有权访问供应商或子供应商工厂，通过通知与采购商客户及政府当局一起评估供应商的组织（设备，劳动力，材料，生产过程，最终试验，发货，等）。

16. No publicity 禁止对外发布

16.1. Publicity of any type that refers to supplies made to the Purchaser shall be expressly authorized by the Purchaser in writing and in advance. 对于涉及向买方提供供应品的任何类型宣传，应事先得到买方的书面明确授权。

17. Counterfeit parts 假冒部件

17.1. The Supplier shall guarantee the absence of counterfeit parts in the supply where counterfeit part is meant an unauthorized copy, imitation, substitute, or modified part (e.g. material, part, component), which is knowingly misrepresented as a genuine part of an original or authorized Sub-supplier. 供应商应保证不供应假冒部件，其中假冒部件是指未经授权的复制品、仿制品、替代品或修改后的部件（如材料、部件、组件），这些假冒部件故意伪造成初始或授权分供货商的正版部件。

18. Liability and Damages 责任和损害赔偿

18.1. The Supplier shall compensate, indemnify and hold harmless the Purchaser and, to the extent permitted by the applicable law, the other Indemnifying Parties, from and against any and all claims, demands, actions, damages, losses, costs, liquidate damages, fines, liabilities, proceedings,

judgements and/or expenses including judicial and attorney costs and fees (collectively referred to as the "Damages") suffered by or charged to the Indemnifying Parties as result of or relating to non-fulfilment or breach of these General Conditions of Purchase or of the contracts governed by these General Conditions of Purchase, by the Supplier. 供应商应对买方以及适用法律许可范围内的其他赔偿方因供应商未履行或违反本通用采购条件或受本通用采购条件管辖之合同而导致的任何和所有索赔、要求、行动、损害、损失、成本、清算损害、罚款、责任、诉讼、判决和/或费用（包括赔偿方所遭受的或向赔偿方收取的司法和律师费，统称为“损害赔偿金”）进行补偿和赔偿，并使之免受损害。

18.2. For the purpose of these General Conditions of Purchase, "Indemnifying Parties" shall mean jointly the Purchaser, the companies controlling, controlled by or under the common control with Purchaser and any other entity belonging to ZOPPAS INDUSTRIES HEATING ELEMENT TECHNOLOGIES GROUP, their officers, directors, representatives, employees, agents, customers, contractors and subcontractors. 出于本通用采购条件之目的，“赔偿方”应指买方、控制买方、受买方控制或与买方受到共同控制的公司以及属于 ZOPPAS INDUSTRIES HEATING ELEMENT TECHNOLOGIES GROUP 的任何其他实体、其高级职员、董事、代表、雇员、代理人、客户、承包商和分包商。

18.3. By way of example, without any limitation purpose, the Damages shall include all the consequences that arise from or are connected to (i) personal injury, bodily injury, illness or death of any person; (ii) damage to properties; (iii) failure to perform, non-conformities, defects or lack of qualities of the Products; (iv) violation of laws, regulations, ordinances, permits, licenses or government orders (including but not limited to the violation of environmental protection, health, safety, export and import regulations); (v) counterfeiting or improper use of trademarks, patents, company secrets and know-how and any other Intellectual or Industrial Property Rights of the Indemnifying Parties; or (vi) breach or violation of any contractual or legal confidentiality obligation. 例如，在无任何限制目的情况下，损害赔偿应包括由以下方面引起的或与之相关的所有后果：（i）任何人的人身伤害、身体伤害、疾病或死亡；（ii）财产损坏；（iii）未履行条件、产品不合格、缺陷或缺乏质量；（iv）违反法律、法规、法令、许可证、执照或政府命令（包括但不限于违反环境保护、健康、安全、进出口法规）；（v）伪造或不当使用商标、专利、公司机密和专有技术以及赔偿方的任何其他知识产权或工业产权；或（vi）违反或违背任何合同或法律保密义务。

19. Assignment of contract and of rights and obligations 合同转让以及权利和义务转让

19.1. The Supplier shall not assign or otherwise transfer these General Conditions of Purchase, the contracts executed under these general conditions, as well as the rights and obligations arising out of such General Conditions of Purchase and contracts, without the prior written consent from the Purchaser.

未经买方事先书面同意，供应商不得转让或以其他方式转让本通用采购条件、根据本通用采购条件签署的合同以及因本通用采购条件和此类合同产生的权利和义务。

20. Order of prevalence 优先顺序

In the event of any conflict between the English version and other versions of these General Conditions of Purchase, the English version shall prevail.

如果本通用采购条件的英文版本与其他版本存在任何冲突，则应以英文版本为准。