

## General Purchasing Terms and Conditions of SCHOTT (Shanghai) Precision Materials & Equipment International Trading Co., Ltd

## 肖特（上海）精密材料和设备国际贸易有限公司通用采购条款

### 1. Applicability

The following terms and conditions govern orders and any other contracts relating to the delivery of goods or the performance of services between the supplier of goods or the service provider (hereafter "Supplier") and SCHOTT (Shanghai) Precision Materials & Equipment International Trading Co., Ltd (hereafter "SCHOTT"). These terms are not applicable for construction, construction services or employment contracts. The general terms of business of the Supplier do not apply unless SCHOTT has agreed to them in writing with explicit reference to the terms of business of the Supplier.

### 1. 适用范围

以下条款适用于产品供应商或服务提供者（以下简称“供应商”）与肖特（上海）精密材料和设备国际贸易有限公司（以下简称“肖特”）订立的与产品交付或服务提供有关的订单和任何其他合同。但这些条款不适用于建筑合同、建筑服务合同或劳动合同。供应商的格式商业条款不得适用，除非肖特以书面形式明确同意适用供应商商业条款。

### 2. Quotes and orders

2.1 Quotes and cost estimates of the Supplier are free of charge and do not imply any obligation for SCHOTT.

### 2. 报价和订单

2.1 供应商免费提供报价和成本估算，肖特不因报价和成本估算承担任何义务。

2.2 Only orders issued in writing are binding for SCHOTT and verbal agreements, including side agreements, changes or amendments to the order require a written confirmation from SCHOTT to be valid.

2.2 只有书面形式的订单对肖特具有约束力，口头协议，包括订单的附属协议、修改和修正经肖特书面确认后生效。

2.3 If the electronically facilitated order process has been agreed between the Supplier and SCHOTT via the SCHOTT Procurement Office ("SPO"), the SPO-conditions shall apply to the electronically facilitated order process, in all other aspects, the present terms and conditions shall apply.

2.3 如供应商和肖特同意以电子下单程序通过肖特采购办公室在线系统（“SPO”）下达订单，SPO 条款应适用于电子下单程序，但本通用采购条款仍适用于其他方面。

2.4 Unless expressly stated otherwise, the order of priority of the terms and conditions that apply to the deliveries and services commissioned through the orders is as follows:

2.4 除另有明示约定，下述文件按照以下效力顺位适用于订单项下之交付和服务：

- 1) SCHOTT order letter;
- 2) Product or service specification, further requirements provided by SCHOTT to the Supplier;
- 3) These present general purchasing terms and conditions;
- 4) Offer of the Supplier.

- 1) 肖特的订单；
- 2) 肖特向供应商提出的产品或服务规格、附加要求；
- 3) 本通用采购条款；
- 4) 供应商的要约。

### 3. Delivery period and delay of delivery

### 3. 交付期限和迟延交付

3.1 The delivery period begins on the date of the order. Early deliveries or services, or part deliveries or part services, require the prior consent of SCHOTT.

3.1 交付期限自订单日期起算。提前交付或提前服务、部分交付或提供部分服务应取得肖特事前同意。

3.2 Without prejudice to the legal rights, SCHOTT shall be entitled, in the case of a delay by the Supplier, to charge an amount equivalent to 0.2 % of the price for the part of the order affected by the delay for every commenced working day of the order delay in addition to the claim to performance. The foregoing does not affect SCHOTT's rights to claim (i) additional damages for any and all losses occurred by SCHOTT due to delay and/or (ii) reimbursement of any costs or any expenses arising or arose from delay of the Supplier.

3.2 如供应商迟延，肖特有权要求实际履行，此外，每迟延一个工作日，肖特还有权要求供应商支付受迟延影响订单部分金额的0.2%，但不减损任何肖特的法定权利。前述规定不影响肖特以下请求权（1）因迟延给肖特造成的任何损失的额外赔偿请求权，和/或（2）因供应商迟延产生之任何费用和支出的赔偿请求权。

3.3 Should the Supplier also not fulfil the delivery or service within a period of grace determined by SCHOTT, SCHOTT shall be entitled to commission the contractual performance to a third party and to demand compensation from the Supplier for any necessary expenditures and additional charges. SCHOTT also has the right to demand compensatory damages in lieu of performance.

3.3 肖特确定的宽限期内供应商仍未完成交付或服务，肖特有权将合同义务委托给第三人，要求供应商补偿任何必要的支出和额外费用。并且肖特有权主张补偿性赔偿以替代履行。

3.4 For the purpose of establishing the timeliness of delivery or rectification of delivery of goods, the relevant point in time is the date of receipt at the place of receipt designated by SCHOTT (hereafter "place of delivery"). Apart from that, timeliness of services is determined by the date on which the services are rendered completely as agreed upon and accepted as completed by SCHOTT.

#### 4. Order completion

4.1 The Supplier must indicate the SCHOTT purchasing department, order number, order date and the name of the SCHOTT purchaser in all documentation.

4.2 Subcontracts may only be awarded to third parties by the Supplier with the prior written consent of SCHOTT, provided that it is not merely a case of supply of marketable components. In any case the Supplier is obliged to ensure that in the event that a third party is subcontracted, it is able to perform the subcontracted services competently and reliably and that it meets its legal obligations as required by applicable laws, in addition to meeting the requirements for its activities as mandated by applicable law. The Supplier is obliged to place its subcontracted parties under the same obligations it bears under the contract with SCHOTT for the assigned duties, in particular with regard to the confidentiality obligation, data protection and proof of an adequate factory and product liability insurance. The responsibility for the contractual performance and the liability for any neglect of duty of the third party remain with the Supplier.

4.3 The Supplier is obliged to perform the delivery and service on its own responsibility in accordance with the current state of the art and with the aid of qualified personnel or skilled employees properly and according to the specifications, and to comply with the applicable legal and administrative provisions and any other regulations. This obligation remains unaffected from the approval of documentation and other information by SCHOTT.

In addition, the Supplier is obliged to observe the statutory regulations to combat illegal employment. Furthermore, the Supplier must meet the applicable occupational safety conditions of SCHOTT whenever the Supplier is on SCHOTT's premises.

4.4 The Supplier is not allowed to change, remove or operate SCHOTT factory equipment without prior consent. SCHOTT is not liable for any property brought onto SCHOTT's premises by the Supplier.

4.5 Goods must be delivered in accordance with the Incoterms® 2010 provision specified in the order, unless otherwise agreed. According to the Incoterms® provision, the Supplier must choose transport facilities and transport insurance in agreement with SCHOTT. Every delivery must include a delivery note indicating the SCHOTT order number, symbol, date, SCHOTT item number, and the name of SCHOTT department and contact person, as well as a description of the contents according to type and quantity, a packing slip and, if required, test certificates in accordance with the agreed specifications and any other required documentation.

In the case of software products, the delivery obligation is only fulfilled once all the (system and user) documentation is provided. For any application developed specifically for

3.4 在肖特指定的收货地点（以下简称“交付地点”）收到货物的日期为交付或补正交付产品的日期。此外，约定服务全部完成且肖特完全接受的日期是服务完成的日期。

#### 4. 完成订单

4.1 供应商须在所有文件中载明肖特采购部门、订单编号、订单日期和肖特采购人员的姓名。

4.2 供应商委任分包商应取得肖特事前书面同意，但仅供应通用零件的情况除外。任何情况下，供应商均有义务保证被委任为分包商的第三方有能力可靠地提供被分包的服务，履行适用之法律规定的法定义务，并满足适用之法律对该活动的强制性要求。供应商有义务要求分包商履行供应商在本协议项下就被分包的义务所应承担的义务，尤其是保密和信息保护义务，以及证明其已取得充分的工厂和产品责任保险的义务。

供应商对第三方履行合同和过失履行负责。

4.3 供应商应基于现有的工艺水平，依照规格、应适用的法律和行政法规以及其他规定，通过有资质的人员或技能熟练的雇员自行完成交付和服务。肖特对于文件和其他信息的批准不影响该义务。

此外，供应商有义务遵守禁止非法雇佣的法律规定。在肖特的场所内，供应商应遵守适用的肖特职业安全条件。

4.4 未经肖特事前同意，供应商不得更改、移除或运行肖特工厂的设备。肖特对供应商携带进入肖特场所的任何财产不承担责任。

4.5 除非另有约定，货物应根据订单载明的 Incoterms® 2010 条款交付。根据 Incoterms® 条款，供应商须就选择运输工具和运输保险事宜与肖特达成合意。每次交付均应附有送货单，载明肖特订单编号、标识、日期、肖特项目编号、肖特部门名称和联系人、根据型号和质量对产品的描述、装箱单，如有需要，还应附有符合约定规格的检验证书，及其他要求的文件。

如为软件产品，在提供所有（系统和用户）文件后方可完成交付。任何专门为肖特开发的应用程序，其源代码和相应文件亦应交付。

SCHOTT, the source code of the application with its appropriate documentation must also be delivered additionally.

4.6 For devices, machines or equipment, a technical description and an operating manual in accordance with the statutory provisions must also be provided free of charge. Furthermore, devices, machines or equipment must meet the requirements of the applicable safety regulations in force at the time of delivery. For machine and equipment deliveries, the Supplier must provide the required or agreed documentation, in particular relating to acceptance, assembly, installation, operation, maintenance and repair.

4.7 The goods must be packaged with appropriate, environmentally sustainable materials that can be recycled. Apart from that the relevant statutory provisions of the applicable packaging ordinance, if any, also apply. Tools and equipment shall not be loaded together with goods. Packaging costs shall be indicated separately at cost price in the offer and the invoice.

Supplier performs any unpacking or unloading operations on SCHOTT's premises at its own responsibility and takes on the responsibilities of the packager and loading agent as the case may be.

4.8 Dangerous goods must be packaged, labelled and transported or dispatched in accordance with the applicable national and international provisions. With regard to deliveries to the territory of the EU, Supplier must in particular observe all the Supplier's obligations according to the European Chemical Substances Regulation for the Registration, Evaluation, Authorization and Restriction of Chemicals - EU Regulation 1907/2006/EG - (hereafter "REACH-VO"). Furthermore, the Supplier will provide SCHOTT with a safety data sheet according to Article 31 REACH-VO in the language of the recipient country in all cases stipulated in Article 31 item 1 to 3 REACH-VO and warrants to meet its obligations under REACH-VO, such as the preregistration or registration of materials contained in the goods or approval in accordance with REACH-VO and information obligations. In particular the Supplier is obliged to inform SCHOTT immediately, if one component of a good contains a substance within a concentration of more than 0.1 weight by weight (W/W), which meets the criteria of Article 57 and Article 59 of REACH-VO (so-called "substances of very high concern"). This is also applicable for any packaging material.

4.9 The Supplier must meet all the requirements of the applicable national and international customs and foreign trade legislation. Supplier is liable for ensuring the correct labelling of all deliveries subject to a requirement to label and that the customs tariff number and the number from the applicable national export list in particular are indicated.

Order acknowledgements and all shipping documents must also be labelled. The Supplier must in particular alert to any potential authorization requirements for (re-) exports in the above mentioned documents or invoices according to the respective national export and tariff regulations as well as the export and tariff regulations of the country of origin of the goods and services - in particular items under the regulations of the US Re-export Controls - and must inform SCHOTT detailed and in writing along with the corresponding export list and customs code number.

4.10 Goods delivered to the territory of the EU must meet the source requirements under the preferential trade arrangements of

4.6 对于装置、机器或设备，供应商亦应免费提供符合法律规定的技术说明书和操作手册。此外，装置、机器或设备应符合交付时有效的、应适用的安全法规的要求。供应商交付机器和设备，应提供所需的或约定的文件，尤其是与接收、组装、安装、运行、维护和修理有关的文件。

4.7 货物应使用适当、环保且可重复使用的材料包装。此外，如存在应适用之包装法令的相关规定，亦应适用。工具和设备不得与货物一同装载。包装费用应在要约和发票的成本价格中分列载明。

供应商对其在肖特场所拆除包装或卸载负责，以及对拆除包装和卸载的人员及代理负责。

4.8 危险货物须根据应适用之国内和国际规定包装、粘贴标签、运输或调运。如交付地点在欧盟，供应商须特别遵守《欧盟化学品注册、评估、授权、限制规定》（EU Regulation 1907/2006/EG，以下简称“REACH-VO”）。在 REACH-VO 第 31 条第 1 款至第 3 款规定的情形下，供应商应向肖特提供符合 REACH-VO 第 31 条规定的、接收方所在国语言的安全数据表，并保证遵守 REACH-VO 规定的义务，例如提供信息的义务，以及根据 REACH-VO 取得批准、货物成分的预注册或注册。如某一产品的一个组件含有达到 REACH-VO 第 57 条和第 59 条（即“受高度关注的物质”）标准的某一物质的重量超过 10%，供应商应立即通知肖特。前述规定亦应适用于所有的包装材料。

4.9 供应商须满足应适用的国内和国际的关税及对外贸易法律的所有要求。供应商有义务保证所有交付产品，均根据标识要求，正确标识，并载明关税编码，尤其是应适用的国内出口清单上的编码。

订单确认函和所有的货运单据须标识。供应商应就相关国家以及货物原产国、服务来源国的出口和关税规定中可能的（再）出口许可要求，尤其是美国再出口管制规定的条款，在前述文件或发票中特别注明提醒，并以书面形式详细通知肖特，附上相应的出口清单和海关编码。

4.10 除订单另有明示规定，交付至欧盟的货物须符合欧盟优惠贸易协定的原产地要求。前述要求可至欧盟委员会官方网站浏

the EU, unless the order expressly stipulates otherwise. These can be viewed on the official website of the European Commission. The respective internet link, which was available at the time this document was being drawn up, is: [http://ec.europa.eu/taxation\\_customs/customs/customs\\_duties/rules\\_origin/preferential/index\\_en.htm](http://ec.europa.eu/taxation_customs/customs/customs_duties/rules_origin/preferential/index_en.htm). In all other respects, the Supplier shall note the non-preferential country of origin on the commercial documents and, at SCHOTT's request, the Supplier shall provide a certificate / authentication of origin for the product's country of origin.

4.11 The Supplier is liable for any damages and bears all costs arising in particular from the non-observance of the provisions in items 4.6 to 4.10. All deliveries and/or services that are not accepted as a result of the non-observance of these provisions are at the expense and the risk of the Supplier.

## 5. Prices

5.1 The prices agreed are fixed prices and constitute full and final payment for all commissioned deliveries and services and include all expenditures relating to the deliveries and services to be performed by the Supplier, in particular also the costs for potential testing, approval, documentation, compilation of technical documentation and items, packaging, transport, customs duties and border clearance fees.

5.2 For billing based on work and equipment use, the total working hours as well as the material used must be stated in written form on a respective performance template. The performance template must be presented to SCHOTT for signing on a daily basis.

## 6. Invoices, payments

6.1 Invoices must be submitted separately from the delivery to the invoicing address indicated in the order; they must correspond verbatim with the order descriptions of SCHOTT, including goods' description, price, quantity, order of the items and item numbers, as well as containing the SCHOTT order number. Any additions or shortfalls to services must be cited separately in the invoice. Performance certificates and other verification documentation shall be enclosed with the invoice. A precise description of the SCHOTT department which Supplier is in contact with and the date of the order must be cited. Invoices that fail to include this information will be sent back, will have to be considered as not received and shall therefore not be deemed due for payment.

6.2 For invoicing, the payment term begins upon complete receipt of goods or full completion of services and receipt of a correct and proper invoice at the invoicing address indicated in the order.

6.3 In the event any good or service is non-conforming or incomplete, SCHOTT is entitled – without prejudicing its other rights – to withhold any payment for any and all claims arising from the business relationship with the Supplier in a reasonable scope without compensation obligation for SCHOTT until the proper supplementary performance has been completed by Supplier, without losing any rebates, cash discounts, or similar payment benefits.

6.4 Unless otherwise agreed explicitly, payment of the price is due within a period of 60 days upon commencement of the

浏览。该文件制定后可浏览的其他网址链接为：[http://ec.europa.eu/taxation\\_customs/customs/customs\\_duties/rules\\_origin/preferential/index\\_en.htm](http://ec.europa.eu/taxation_customs/customs/customs_duties/rules_origin/preferential/index_en.htm)。在其他情况下，供应商应在商业单据中载明非优惠原产国，经肖特要求，供应商应提供产品原产国的原产地证书/证明。

4.11 尤其是供应商有义务承担因其违反第 4.6 至 4.10 款规定而产生的任何损害和费用。因供应商不履行前述条款致使交付和/或服务不被接受，供应商应对此承担费用和 risk。

## 5. 价格

5.1 约定的价格是固定价格，构成委托之所有交付和服务的全额、最终的价款，包括与供应商履行交付和服务有关的所有支出，以及潜在的测试、批准、文件准备、技术文件和条款的编制、包装、运输、关税和清关费用。

5.2 如根据工作和设备使用计费，全部工作时间以及使用的物料应以书面形式在相应的履约记录模板中说明。履约记录模板应每日提交给肖特签字确认。

## 6. 发票、付款

6.1 发票应与货物分开寄送至订单指定的发票地址；发票应与肖特订单的描述完全一致，包括货物描述、价格、数量、项目和项目编号的顺序以及肖特订单编号。额外或短缺服务应在发票中单独载明。履约证明和其他证明文件应与发票一同寄送。与供应商联系的肖特部门及订单日期须明确载明。如发票不包括前述信息将被退回，并视为未收到发票而未到付款期。

6.2 关于开票，付款期自完全接受货物或完成全部服务，且在订单指定的发票地址收到正确适当的发票后起算。

6.3 如货物或服务不合格或不完整，肖特有权在合理范围内不予支付其与供应商商业关系产生的任何款项，直至供应商适当补充履行，肖特对此无赔偿义务，且不减损肖特其他权利，且肖特仍可取得返利、现金折扣或类似支付利益的权利。

6.4 除另有明确约定，肖特应于第 6.2 款规定的付款期起算后 60 天内付款。

payment term according to item 6.2.

If payment by SCHOTT occurs within 14 days, the Supplier will calculate a 3% cash discount onto the net value of the invoice.

In the case of a bank transfer, payment will be deemed to have been made on time if the remittance order has been received by the bank in such a timely fashion that under normal circumstances a timely receipt of payment would be expected; bank delays which occur during the payment process shall not be attributed to SCHOTT.

## 7. Code of conduct and data protection

7.1 Basic company values of SCHOTT include integrity, reliability and compliance with statutory and ethical guidelines as set out more specific in SCHOTT's Code of Conduct.

Suppliers are expected by SCHOTT to share the aforementioned principles and to observe the Code of Conduct for Suppliers (available at <http://www.schott.com/CoC-Supplier>).

7.2 The Supplier will follow in particular the regulations of the applicable statutory data protection regulations if it receives personal data from SCHOTT or at the premises of SCHOTT or gains insight into those. The Supplier may only collect, process and use such data insofar as this is permitted to him by SCHOTT's order or as it is necessary for the performance of the ordered service. Any further processing of the data, in particular such for the benefit of the Supplier or a third party is not permitted.

## 8. Defects, claims, liability for defects

8.1 The Supplier warrants that deliveries and services are free from defects as to quality or of title, are as agreed and/or guaranteed, were performed expertly and appropriately without compromise to quality, meet the agreed product or service specifications, are appropriate for the expected use as per the order and comply with the stipulations specified in these terms and conditions as well as any other agreed or statutory provisions. Should the delivery or service deviate from the aforementioned requirements, it shall be considered defective.

8.2 The risk of loss and damage passes to SCHOTT upon delivery of goods as contractually agreed and in case that services are owed like assembly, installation or other service or work performances upon their proper completion and formal acceptance by SCHOTT.

8.3 In the event of defective deliveries or services, SCHOTT shall be entitled to demand rectification of the defect or performance of a delivery or service free from defects, withdraw from the contract, reduce the agreed prices accordingly or claim damages or replacement, at its discretion in accordance with the statutory regulations.

8.4 Unless agreed otherwise, any claims for defects expire after 24 months from transfer of risk according to item 8.2, unless a longer statutory period exists. If an acceptance has been agreed, the limitation period of claims begins upon unconditional acceptance.

8.5 In the event of a defective delivery or service, the Supplier is obliged to pay SCHOTT a liquidated damage equivalent to 5 % of the price of the defective delivery or service, irrespective of the amount of the expenditures arising from it. SCHOTT explicitly reserves the right to claim for higher expenditures.

如肖特于 14 天内付款，供应商应给予肖特发票净额 3% 的现金折扣。

如为银行汇款，则通常情况下汇款应到账的日期视为支付款项日期；肖特对支付过程中的银行延迟不负责任。

## 7. 行为准则和数据保护

7.1 肖特的核心价值观为诚实守信、可靠、遵守肖特行为准则载明的法定及道德指引。

供应商应遵守前述原则并遵守供应商行为准则（供应商行为准则于以下网址可见 <http://www.schott.com/CoC-Supplier>）。

7.2 如供应商自肖特或肖特场所取得或知悉个人数据，供应商应遵守适用的信息保护规定。如肖特订单许可或为履行订购服务所必需，供应商可收集、处理和使用前述数据。不得对前述数据作其他处理，尤其是为供应商或第三人的利益。

## 8. 瑕疵，索赔和瑕疵责任

8.1 供应商保证其交付和服务没有质量瑕疵或权利瑕疵，依照约定和/或保证专业并适当的履行，无质量减损，符合约定的产品或服务规格，适合订单的预期用途，遵守本通用采购条款以及其他约定条款或法律规定。如交付或服务不符合前述要求，则视为有瑕疵。

8.2 灭失和毁损风险于依据约定交付产品后转移给肖特；如为组装、安装或其他服务或工作的履行，灭失和毁损风险于完成服务并经肖特正式接受后转移至肖特。

8.3 如交付或服务存在瑕疵，肖特有权根据法律规定要求修复瑕疵、无瑕疵的履行交付或服务、终止合同、相应降低价格、主张损害赔偿或替代履行。

8.4 除非另有约定，瑕疵主张应于第 8.2 款规定的风险转移后 24 个月内提出，但法律规定更长期限的除外。如已同意接受交付，前述主张应自无条件接受交付之日起算。

8.5 如交付或服务存在瑕疵，除因此产生的费用外，供应商还应向肖特支付瑕疵交付或服务价格 5% 的违约赔偿金。肖特明确保留主张更高费用的权利。

## 9. Product liability

9.1 If the Supplier is responsible for a product damage, then it agrees, upon first demand made, to indemnify SCHOTT with respect to any third party compensatory damage claims, to the extent that the cause of the damage was within its responsibility of organization and control and it itself is liable to third parties.

9.2 In the scope of its liability within the meaning of item 9.1, the Supplier will also be obligated to reimburse any expenses which arise from or are connected with a recall campaign carried out by SCHOTT. SCHOTT shall inform the Supplier about the content and scope of any such implemented recall campaign – to the extent feasible and reasonable – and will provide it with the opportunity to present its opinion.

## 10. Third party rights

If the Supplier is liable for the infringement of third party intellectual property rights according to the statutory provisions, it will hold harmless SCHOTT of all such claims by third parties at first written request.

## 11. Technical documents, manufacturing resources

11.1 Technical documents, specifications, tools, models, manufacturing resources, drawings, work standard sheets, calculations, analyses, methods of analysis, formulas, guidelines, etc. (hereafter called "Technical Documents and Materials") provided to the Supplier by SCHOTT in connection with a bid solicitation or order may only be (i) used by the Supplier to carry out the order and for no other purpose and (ii) must not be disclosed, given or made available to unauthorized third parties. Any copying or reproducing of aforementioned Technical Documents and Materials is only permitted to the extent that this is absolutely necessary for the completion of the order commissioned by SCHOTT. They must be returned to SCHOTT along with any potential copies or duplicates immediately upon request, but at latest immediately upon completion of the order; in this regard the Supplier is not entitled to claim a right of retention toward SCHOTT. Technical Documents and Materials compiled by SCHOTT remain the property of SCHOTT. SCHOTT reserves all rights in this regard, including intellectual property rights and any other industrial property rights.

11.2 If the Supplier compiles Technical Documents and Materials for the completion of the order at the request of and in accordance with the requirements of SCHOTT, SCHOTT shall obtain all property rights of such Technical Documents and Materials. Furthermore, the Supplier shall transfer all transferable rights to SCHOTT, including the intellectual property rights and any other industrial property rights associated with such Technical documents and Materials and/or the contents therein. The price includes an adequate and final fee for the compilation of all Technical Documents and Materials and for the transfer of the aforementioned rights. This also applies when they remain in possession of the Supplier. Until such time as they are requested, the Supplier will keep these safe free of charge.

## 12. Confidentiality

12.1 The Supplier is obliged to treat the contractual relationship

## 9. 产品责任

9.1 如产品损害可归责于供应商，则一经要求，在造成损害的原因属于供应商组织和控制责任且供应商对第三方负有责任的范围内，供应商应向肖特赔偿第三方主张的损害赔偿。

9.2 在第 9.1 款规定的责任范围内，供应商有义务赔偿肖特因采取召回措施产生或与其相关的任何支出。在可行和合理的范围内，肖特应通知供应商实施前述召回措施的内容和范围，并给予供应商提出意见的机会。

## 10. 第三方权利

如根据法律规定供应商对侵犯第三方知识产权负有责任，一经肖特书面要求，供应商应保证肖特不受上述主张的损害。

## 11. 技术文件，生产资源

11.1 对于肖特提供给供应商与寻价或订单有关的技术文件、规格、工具、模型、生产资源、图纸、工作标准表、计算、分析、分析方法、公式、指南等（以下简称“技术文件和材料”）

（1）供应商只得为履行订单目的使用前述材料，不得为其他目的使用前述材料，且（2）不得给予、披露给未取得授权的第三方或使其知悉。仅为履行肖特发出的订单所必需，方可复制前述技术文件和材料。一经请求，技术文件和材料及其复印件或副本应立即返还给肖特，最迟在完成订单后立即返还给肖特。供应商无权向肖特主张留置权。肖特拥有其编辑的技术文件和材料的所有权。肖特保留其在这方面的所有权利，包括知识产权和其他工业产权。

11.2 经肖特请求，供应商根据其要求为完成订单而编辑技术文件和材料的，肖特取得该技术文件和材料的所有财产权利。并且，供应商应将所有可转让的权利转让给肖特，包括与该技术文件和材料和/或其内容有关的知识产权和任何其他工业产权。价格是完全且最终的费用，包含编辑所有技术文件和材料和转让前述权利的费用。本条款在供应商占有前述资料的情况下仍然适用。供应商应免费保管前述资料，直至肖特提出要求。

## 12. 保密

12. 供应商应对合同关系及其实现、以及因合同获得的信息保

and its completion as such, as well as any information it receives in the course of the contract, as confidential, unless the Supplier can prove to SCHOTT that it was already aware of this information or that it was made available to him later without a confidentiality obligation by a third party authorized to do so, or that they were or later became generally accessible to the public without the Supplier being at fault for this.

12.2 Any disclosure with respect to deliveries or services which contain confidential information in accordance with item 12.1 requires the express prior written consent of SCHOTT.

12.3 The confidentiality obligation continues to be valid even after completion of the order.

### 13. Conveyance

The Supplier shall only transfer the rights and obligations from the order to third parties with the prior written consent of SCHOTT.

### 14. Severability

If any provisions of these terms and conditions are or become invalid, either in whole or in part, then the validity of the remaining provisions will not be affected thereby.

### 15. Place of performance, venue, governing law

15.1 Place of performance is the place of delivery indicated in the order.

15.2 The contractual relationship between SCHOTT and Supplier shall be governed and construed in accordance with the laws of the country of SCHOTT's principal place of business. The terms and conditions set out in the United Nations Convention for the International Sale of Goods (CISG) are hereby expressly excluded.

15.3 The parties agree that the courts having jurisdiction over SCHOTT's principal place of business shall have exclusive jurisdiction for any action or proceedings commenced under any contract arising out of the business relationship between SCHOTT and Supplier.

### Disclaimer

**The Supplier hereby explicitly acknowledges that it has read, fully understood and agreed to these present general purchasing terms and conditions.**

Company Seal:

Signatures from authorized representatives:

Date:

密，除非供应商向肖特证明其已知该信息，或其后自第三人获知该信息且对此不承担保密义务，或获知信息前或获知信息后该信息非因供应商过错为公众所知悉。

12.2 披露第 12.1 款规定的与交付或服务有关的保密信息，须取得肖特事前书面同意。

12.3 保密义务于订单完成后仍然有效。

### 13. 让与

供应商转让订单项下权利和义务予第三方，须取得肖特事前书面同意。

### 14. 独立性

本通用采购条款的任何条款全部或部分无效或失效，不影响其他条款的效力。

### 15. 履行地点，场所，适用法律

15.1 履行地点是订单指定的交付地点。

15.2 肖特与供应商的合同关系及其解释适用肖特注册地所在国的法律。排除《联合国国际货物销售合同公约》的适用。

15.3 双方同意肖特注册地的管辖法院对因肖特和供应商商业关系产生的任何诉讼或程序拥有排他性管辖权。

### 声明

**供应商在此明确表示其已阅读，并充分理解、且同意遵守本通用采购条款。**

盖章:

授权代表签字:

日期: