



派利贸易（上海）采购商业条款

PERI Terms and Conditions of Purchase

1. 适用范围

- 1.1. 派利贸易（上海）有限公司，注册地为中国上海市静安区南京西路580号主楼1223号200041（以下简称“PERI”）的采购商业条款，仅应适用于PERI与根据中华人民共和国相关法律能够以自己名义从事商业行为的公民（自然人）、法人和非法组织（以下简称“供应商”）的商业活动。
- 1.2. PERI采购商业条款（以下简称“商业条款”或“本合同”）应适用于本公司的所有服务，包括在已存业务关系内将来的预期服务，即使未明文约定。

2. 防御条款

除非另行书面约定，双方仅适用该商业条款。其他条款，特别是供应商的商业条款，不应成为本合同的一部分，即使PERI未明确反对。

3. 供应商产品的预期用途

PERI已经或将要从供应商处采购产品（以下简称“交付物”）用以加工制造成为PERI自身的产品，并在产品描述/服务描述/订单中详细表述（以下简称“PERI终端产品”）及，PERI将其转售给终端用户（以下简称“PERI终端用户”）。

4. 合同的确立

- 4.1. PERI以订单形式对供应商的书面要约进行承诺时，合同成立。
- 4.2. 如果在要约有效期内，供应商未收到PERI的订单（及订单延迟），供应商必须在收到PERI提交的订单申报后立即通知PERI订单延迟的事实。如果供应商未履行及时通知义务，则PERI的订单将不被视为延迟。

5. 价格和支付

- 5.1. 订单价格为产品确认价格，对供应商产生约束力。除非PERI事先书面通知，不得任意变更。
- 5.2. 除非PERI的订单中另有说明，订单价格应包括产品的生产、包装、运输和安装费用以及供应商应承担的全部税费。
- 5.3. 供应商提交给PERI的成本报价对供应商具有约束力，且是免费提供的。

1. Scope

- 1.1. These Terms and Conditions of Purchase of PERI Trading (Shanghai), with registered office at Room 1223 Main Building, No. 580 West Nan Jing Road, Jing An District, Shanghai, 200041, PRC (hereinafter referred to as "PERI"), shall apply exclusively in business transactions between PERI and individuals, legal persons and unincorporated organizations that are able to conduct business in their own name under the relevant laws of the People's Republic of China (hereinafter referred to as "the Supplier").
- 1.2. The PERI Terms and Conditions of Purchase (hereinafter also referred to as the "Terms and Conditions" or the "Contract") shall apply with regard to all services, including future services rendered within the framework of on-going business relations, even if these general Terms and Conditions of Purchase are not expressly agreed upon.

2. Protective clause

Unless a differing contractual agreement has been expressly made, the Terms and Conditions shall exclusively apply. Other provisions, in particular the Supplier's General Terms and Conditions of Business, shall not become part of the contract, even if PERI does not expressly contradict the same.

3. Intended use of the products to be supplied by the Supplier

As far as PERI requires and uses the products previously acquired and to be acquired in future from the Supplier (hereinafter also referred to as "the Deliverables") for the purpose of further processing to create products to be manufactured by PERI itself and described in further detail in the specification/service description/order (hereinafter referred to as "the PERI End Products") and for resale to customers of PERI (hereinafter referred to as "the PERI End Customers")

4. Conclusion of contract

- 4.1. A contract shall come into being through an order by PERI accepting a written offer from the Supplier.
- 4.2. If an order from PERI has not been received by the Supplier within the period in which the Supplier's offer to PERI remains binding (i.e. it is late), the Supplier must notify late receipt of the order from PERI to PERI immediately following receipt of the order declaration from PERI. Only if the Supplier has previously notified PERI of the receipt of the order from PERI, the Supplier shall not be under a duty to submit the immediate declaration of receipt pursuant to the above sentence. If the Supplier delays timely notification within the meaning of this clause, then the order from PERI shall be deemed not to be late.

5. Prices and payment

- 5.1. The prices shown in the order from PERI shall be binding on the Supplier. No change in the prices or no extra charges shall be effective without the prior written consent of PERI
- 5.2. Unless stated otherwise in PERI's order, prices shall include manufacturing, packaging, transportation, installation costs of the Products and all taxes payable by the Supplier.
- 5.3. Cost quotations submitted by the Supplier to PERI shall be binding upon the Supplier and free of charge.
- 5.4. Unless otherwise agreed in writing, PERI shall pay the



- 5.4. 除非另有书面约定，否则PERI在收到有效发票后应根据供应质量和数量并根据付款条件支付采购价格。
- 5.5. 上述第5.4条规定的付款期限，自收到供应商发票之日起计算，该发票需满足本商业条款第16条的要求。但在供应商未完整交付产品之前，PERI无需支付。
- 5.6. 如需正式验收，在PERI对交付物正式验收之前，第5.5条约定的付款期限暂不计算。
- 5.7. PERI向供应商支付货款不应视为确认交付物或服务符合合同要求。
- 6. 交付期限**
- 6.1. PERI订单中约定的交货时间和期限对供应商具有约束力，所有交付物均应按照订单交付，但PERI可以在其认为适当或必要时通知供应商交付时间和期限的变更。
- 6.2. 如因供应商的原因导致逾期交货，PERI有权要求供应商支付逾期交货违约金，每延迟一周，违约金为交付物价值的0.5%，但总额不超过交付物价值的5%。且PERI保留进一步提出赔偿的权利。供应商有权向PERI提供书面证据，以证明供应商未因违约而造成损失或损失极小。如果PERI认可供应商的证明，则本条规定的违约金可相应减少。
- 6.3. 如有任何影响交货期限的情形发生，供应商必须立即以书面形式通知PERI。PERI根据法律规定拥有的解除合同或要求违约赔偿的权利不受影响。
- 7. 交付、风险转移和接收**
- 7.1. 供应商不得部分交付或者部分履行。
- 7.2. 除非另有约定，运输和包装费用、报关、过路费和税费等其他费用应由供应商承担。双方适用订立合同时有效的国际贸易术语解释通则DDP。
- 7.3. 供应商必须在每次交运时附上交货说明，注明产品内容、订单编号和/或其他订单标识。如果交货时未附带装运单据，则在装运单据到达之前，交付物的储存费用和 risk 应由供应商承担，除非供应商对装运单据的缺失不承担责任。
- 7.4. 对于无需供应商在合同履行地设置或组装的交付物，交付物意外损毁的风险自PERI于指定地点收货时转移给PERI。对于需要PERI正式验收的交付物，风险自PERI正式验收完成时转移。交付物的毁损、灭失风险在PERI接收并接受之前，均由供应商承担。
- 7.5. 包装材料的处理费用由供应商承担。
- 7.6. 供应商应对相同种类物承担责任，而不仅限于特定的库存产品。
- purchase price subject to the supply quality and quantity and in accordance with the payment terms upon receipt of valid invoice.
- 5.5. The time limit for payment pursuant to clause 5.4 shall commence upon receipt of the Supplier's invoice, provided such invoice fulfils the requirements of clause 16, but not before delivery in full of the Deliverables owed by the Supplier.
- 5.6. If a formal acceptance procedure is required to take place, the payment period shall not commence, in derogation from clause 5.5, before formal acceptance of the Deliverables by PERI.
- 5.7. Payments made by PERI to the Supplier shall not qualify as acknowledgment that the Supplier's delivery or service is in accordance with the contractual terms.
- 6. Delivery deadlines**
- 6.1. The delivery times and deadlines set out in PERI's order shall be binding upon the Supplier and PERI, and all Deliverables shall be delivered in accordance therewith, provided that PERI may notify the Supplier of any change in delivery times and deadlines as and wherever PERI deems it appropriate or necessary.
- 6.2. In the event of failure by the Supplier to comply with the delivery times and deadlines set out in clause 6.1 above or delay in delivery attributable to the Supplier, PERI shall be entitled to liquidated damages for delayed delivery in the amount of 0.5% of the delivery value per complete week of delay, but not more than a total of 5% of the delivery value. PERI reserves the right to assert further statutory claims. The Supplier shall be entitled to provide documentary evidence to PERI to the effect that, as a result of the default, either no loss or a significantly smaller loss has arisen. The liquidated damages under this clause shall be reduced accordingly in the event that the Supplier evidences a lesser default loss.
- 6.3. Circumstances jeopardizing compliance with agreed delivery deadlines must be immediately notified by the Supplier in writing to PERI. PERI's right to withdraw from the contract or to claim damages for non-fulfilment according to statutory provisions remains unaffected.
- 7. Delivery, transfer of risk, receipt**
- 7.1. Partial delivery and partial performance by the Supplier shall not be permitted.
- 7.2. Unless otherwise agreed, shipping and packaging costs, customs duties, fees and other levies shall be borne by the Supplier. The Incoterms DDP which are valid at the time of conclusion of the contract shall apply.
- 7.3. The Supplier must include, with each consignment, delivery notes indicating the content, the order number and/or other order identifier. If shipping papers are not included with a delivery, then the goods supplied shall be stored at the cost and risk of the Supplier until the arrival of the shipping papers, unless the Supplier is not responsible for the absence of the shipping papers.
- 7.4. In the case of the delivery of Deliverables for which the Supplier is not under a contractual obligation to set them up or assemble them at the place of performance, the risk of accidental loss shall pass to PERI upon receipt of the Deliverables at the shipping address indicated by PERI. In the event that a formal acceptance procedure must be conducted by PERI, the relevant time of transfer of risk shall be the time of completed formal acceptance by PERI. Notwithstanding any other term of this Terms and Conditions or any inference therefrom, the risk of damage to or loss of Deliverables shall be upon and that of the Supplier until the Deliverables are received and accepted by PERI.



7.7. PERI有权拒绝接受不符合合同或订单要求的交付物。

8. 进出口许可

如交付物受政府进出口相关法规约束，供应商应获得交付物进出口所需的许可证。该费用应由供应商自行承担，并应在交付PERI之前的适当时间内付清。

9. 文件、资料和有关单证

9.1. PERI提供的文件和说明，如插图、图纸、重量和尺寸说明，对供应商具有约束力。

9.2. 最迟在交付物交运时，供应商应将交付物所需的产品质量证书、交付所需的、合同规定的及通常使用所需的所有文件，如测试证书、分析报告和正式验收证明等交付PERI。上述附属文件应尽快提交，最迟应在货物交付时提交。

9.3. 质量证书、正式验收证明、检测证书和分析报告中的说明应视为交付物的质量协议。

10. 所有权和版权

10.1. 交付物的所有权于交付时转移给PERI。

10.2. 交付以使用为目的的样本，成本报价、图纸、文档和类似的信息，包括实体文件和虚拟文件，供应商授权PERI《中华人民共和国著作权法实施条例》（2013年修订）第二十四条项下规定的专有使用权。但供应商或相关版权所有者的使用不受此限。此授权免费，期限为永久授权，且授权内容不受限制。

10.3. 所有权或版权已经依据上述条款转移或独家授权给PERI的样本，成本报价、图纸、文档和其他类似信息，包括实体文件和虚拟文件，PERI有权在正常商业活动下将其转让给第三方。

11. 瑕疵检查

11.1. 在产品交运之前，供应商必须对交付物进行检查，以确保其完整无缺陷。在此过程中，供应商必须进行最终检查，并在适当的情况下进行最终测试，以确保全部货物完整无缺陷。

11.2. PERI以样本抽查的方式对交付物进行检查，检查内容为交付物的表面瑕疵。检查将在正常商业活动中进行。除此之外，供应商不得要求PERI检查交付物是否完整无缺陷。对于交付物的不可视缺陷，供应商不得以PERI延迟提交瑕疵检查结果而提出异议。

11.3. 即便PERI未及时通知交付物存在明显缺陷或不完整，仍不属于《中华人民共和国合同法》第一百五十七条和第一百五十八

7.5. The costs for the disposal of packaging material shall be borne by the Supplier.

7.6. The Supplier shall owe an obligation in kind, however, not limited to a stock.

7.7. PERI is entitled to reject the Deliverables if the Deliverables do not fulfill the contractual requirements.

8. Import and export licences

If Deliverables are subject to governmental import and/or export regulations, then the Supplier shall procure the requisite licences for import and/or export of the Deliverables. This shall be at the Supplier's own cost and in good time prior to delivery of the Deliverables to PERI.

9. Documents, information and documentary evidence

9.1. Documents provided by PERI and indications given by PERI, such as illustrations, drawings, indications of weights and dimensions, shall be binding on the Supplier.

9.2. At the latest upon dispatch of the Deliverables, the Supplier shall hand over to PERI the required quality certificates as well as all documents required for the delivery and for the contractually-specified and ordinary use of the Deliverables, such as test certificates, analysis reports, and formal acceptance certificates. These shall be handed over to PERI immediately and at the latest upon delivery of the Deliverables.

9.3. The indications stated in the quality certificates, formal acceptance certificates, test certificates and analysis reports shall be deemed to be quality agreements concerning the Deliverables to be supplied by the Supplier.

10. Title and copyright

10.1. Title to the Deliverables shall pass to PERI upon delivery of the Deliverables to PERI.

10.2. For the purpose of using specimens, cost quotations, drawings, documentation and similar information, both physical and virtual, the Supplier grants to PERI an exclusive right of use within the meaning of Article 24 of the Regulation for the Implementation of the Copyright Law of the People's Republic of China (2013 Revision). Use by the Supplier or the respective copyright owner is excluded. Granting of the right of use shall be free of charge, without limitation in terms of content and for an indefinite period.

10.3. Specimens, cost quotations, drawings, documentation and similar information, both physical and virtual, in respect of which ownership has passed to PERI or in which PERI has been granted an exclusive right of use under the above clause, may be used and passed on to third parties by PERI within the framework of ordinary business transactions.

11. Inspection for defects

11.1. Prior to dispatch of the Deliverables to PERI, the Supplier must check the Deliverables to ensure that they are complete and free from defects. In the course of this the Supplier must undertake final checks and, if appropriate, final tests which shall enable the Supplier to ensure that the entire consignment is free of defects and complete.

11.2. PERI inspects the items delivered on a sample basis only with regard to visible defects. The inspection will be performed in the ordinary course of business. In other respects the Supplier shall not require PERI to examine the items delivered for completeness and freedom from defects. The Supplier shall not raise any plea concerning delayed assertion of defects regarding non-visible defects.

11.3. If PERI fails to immediately notify of the visible defect or incompleteness of a Deliverable, then the Deliverables shall not, however, be deemed approved within the meaning of



条规定的视为标的物的数量或者质量符合约定的情形。在此情况下，PERI未丧失其就缺陷产品对供应商主张违约或索赔的权利。

12. 质量担保

- 12.1. 供应商应在法律规定的框架内向PERI提供质量担保。
- 12.2. 供应商应向PERI提供质量担保，担保交付物：
 - (a) 在设计、工艺和材料方面无缺陷；
 - (b) 具备适销品质，并适合PERI在发出订单时提供的任何特定用途；
 - (c) 符合相关质量机构所要求的适用规格、设计、样品及/或其他规定；
 - (d) 符合国家标准、行业标准或通常标准及符合合同目的的标准；
 - (e) 不存在任何权利负担；
 - (f) 不侵犯任何第三方的知识产权或其他权利；和
 - (g) 遵守与交付物销售有关的所有法定要求和法规。
- 12.3. 对于违反质量担保的行为，PERI有权给予供应商合理的宽限期，即只有在履行宽限期已届满的前提下，PERI才能就该质量担保主张权利。宽限期是指在合同约定的履行期限及后续履行期限届满后，给予供应商的合理期间，该合理期间应自要求供应商履行之日起不高于5个工作日。
- 12.4. 如PERI因产品缺陷而强制收回供应商生产的产品，或PERI终端用户因此减少价款，PERI有权依据《中华人民共和国合同法》、《中华人民共和国产品质量法》(2018修正)等法律法规的相关规定，对供应商主张权利，且终端用户在此项下提出关于产品缺陷的索赔要求无期限限制。在此情形下，如终端用户声称的产品缺陷在风险转移给PERI时已经存在，当供应商向PERI出售新产品时，PERI有权要求供应商赔偿其需向终端用户承担的费用损失。如产品缺陷在风险转移至PERI终端用户的六个月内被发现，视为该缺陷在供应商交付时已存在，上述救济仍适用。本条规定的PERI就费用损失向供应商的追偿权在产品交付两年后失效，但对交付物有质量保证期的，适用质量保证期，不适用该两年的规定。PERI就出售给其终端客户的新产品的缺陷向供应商提出索赔的时效，最早应自PERI完成对其终端用户赔偿的两个月内起算，且至少应延续至供应商向PERI交付产品后五(5)年。

13. 召回

- 13.1. 如有足够理由认为供应商提供的产品存在系列缺陷，PERI有权自行决定召回其出售给终端用户的产品(召回)。此情形中，系列缺陷系指合同约定的类别中至少有几项货物具有相同或类

Article 157 and 158 of Contract Law of the People's Republic of China. In this context, PERI shall not lose the rights which it holds against the Supplier in respect of defects.

12. Warranty

- 12.1. The Supplier shall provide a warranty to PERI within the framework of the statutory provisions.
- 12.2. The Supplier shall provide a warranty to PERI that the Deliverables will:
 - (a) be free from defects of design, workmanship and materials;
 - (b) be of merchantable quality and be fit for any particular purpose held out by PERI at the time PERI's order is placed;
 - (c) conform to applicable specifications, designs, samples and/or other requirements specified by PERI;
 - (d) be in accordance with the state standard or industry standard the customary standard or any particular standard consistent with the purpose of the contract;
 - (e) be free and clear of all liens, security interests or other encumbrances;
 - (f) not infringe or misappropriate any third party's intellectual property rights such as patent and design; and
 - (g) comply with all statutory requirements and regulations relating to the sale of the Deliverables.
- 12.3. In so far as, with regard to the assertion of warranty claims, it is a pre-requisite that a reasonable grace period set for performance or subsequent performance expires without the performance or subsequent performance having successfully been performed, the reasonable grace period may not be longer than 5 working days from receipt of the performance request to the Supplier.
- 12.4. If PERI has had to take back the item manufactured by the Supplier as a result of its defectiveness, or the PERI End Customer has reduced the purchase price, then with regard to the rights of PERI against the Supplier described in the Contract Law of the People's Republic of China and the Product Quality Law of the People's Republic of China (2018 Amendment) and other relevant laws and regulations, exceptionally no deadline shall be required to be set in respect of the defect asserted by the PERI End Customer. In such event, in the context of the sale of a newly manufactured item, PERI may claim reimbursement from the Supplier of the expenses which PERI would have had to bear in relation to its End Customer, if the defect asserted by the PERI End Customer had existed already at the time of transfer of risk to PERI, or within six months after the date of the passing of the risk to the PERI End Customer subject to the proviso that the time limit shall begin to run upon transfer of risk to the PERI End Customer. The reimbursement claims for expenses specified in 12.4 shall become statute-barred two (2) years after delivery of the item, except that if there is a specific warranty period, the warranty period applies. The statute of limitations for warranty claims of PERI against the Supplier regarding a defect in a newly-manufactured item sold to the PERI End Customer shall occur at the earliest two (2) months after the date on which PERI has fulfilled the claims of its End Customer. This suspension of expiration shall end at the latest five (5) years after the date on which the Supplier has delivered the item to PERI.

13. Recall

- 13.1. PERI shall be entitled, at its absolute discretion, to recall its products supplied to the End Customer (the "Recall") if sufficient suspicion arises that the product supplied by the Supplier has a serial defect. In this context, serial defects shall mean that at least a few items from the category owed



似的缺陷。本条项下的召回意味着PERI可以采取任何措施，确保PERI终端用户不会因使用产品而遭受任何不利。PERI有权发布警告并安排对缺陷产品进行更换。

- 13.2. 如PERI根据上述第13.1条通知供应商已发生召回的事实，为彻底清除每件产品的缺陷，供应商应向PERI提供所有必要信息，确保PERI能够据此评估系列缺陷所造成的影响和后果。在此情形下，供应商应主动告知该系列产品批号以及与该批次产品制造、研发有关的所有信息。
- 13.3. 供应商应根据以下标准承担召回费用：
- 出售给PERI终端用户的PERI终端产品的运回费用；
 - PERI终端产品的维修及更换费用；
 - 在召回发生后，将修复和/或更换后的终端产品交付给PERI终端用户的运输费用；
 - 如PERI或供应商无法通过维修方式完整修复缺陷产品，该缺陷产品的报废费用；
 - 如无法完整修复缺陷产品，将报废的PERI终端产品退还PERI的运输成本；
 - 召回时维修缺陷产品的人工成本，以时薪人民币480元为准（视乎不合格程度）；
 - 终端用户对PERI提出的降价和损失赔偿费用；
 - 因召回产生的其他费用。
- 13.4. 供应商有义务免费向PERI重新供应因召回被更换的产品。

14. 所有权保留

- 14.1. PERI将保留其向供应商提供的零配件的所有权。供应商在将PERI的零配件与PERI以外的其他方零配件进行加工或组装时，应当充分保障PERI的权益。在产品加工或组装时，PERI按照其配件在加工后产品中的比例对加工后的产品共同享有所有权。
- 14.2. PERI提供给供应商的模型、样品、生产设备、工具、测量和测试装置、提供的其他设备、设计、图纸、艺术品、图表、流程图、规格、照片和胶片、软件程序、样品、数据库、工作标准单和印刷模板，包括实物或虚拟的，所有权属于PERI。
- 14.3. 第14.2条所列的文件只能在取得PERI事先书面许可的下向第三方披露(当履行保密义务)。PERI有权在交易实际发生前撤回许可，除非所依据的法律变更，撤回许可可通知供应商或者第三方。PERI可随时要求返还上述第14.2条所列文件，除非另行明文约定。供应商对第14.2条所列文件无保留权。

by contract have the same or a similar defect. Recall within the meaning of this clause means that PERI may take any and all measures in order to ensure that the PERI End Customer does not suffer any disadvantage through use of the Deliverables, in particular, PERI may announce warnings and arrange for the exchange of the defective Deliverables.

- 13.2. If PERI notifies the Supplier that a Recall has occurred pursuant to 13.1 above, the Supplier shall provide PERI with all requisite information in order to ensure that PERI is in a position to assess the impact and consequences of the serial defect, in order to fully remove the defect in each recalled PERI End Product. In this context, the Supplier shall in any event notify of the batch number and all information relating to manufacture and development of the batch in question.
- 13.3. The Supplier shall assume the costs of the recall. Costs of recall shall be the following:
- Costs of return delivery of the PERI End Products supplied to the PERI End Customer;
 - Costs of repair and exchange of the defective PERI End Products;
 - Costs of the delivery of the repaired and/or exchanged PERI End Products to the PERI End Customer as shall take place following the Recall by PERI;
 - Costs of scrapping the defective Deliverables insofar as full remedy of the defects in the Deliverables is not possible on the part of either PERI or the Supplier by way of repair;
 - Costs of scrapping the PERI End Products delivered back to PERI within the framework of the Recall, insofar as PERI cannot achieve full remedy of the defects in the PERI End Products through repair;
 - Costs of the employees engaged at PERI for the purpose of remedying all defects in the context of the Recall, at a standard hourly rate of RMB480 (subject to the level of non-conformance);
 - Costs and expenses of price reductions and damages claims asserted by PERI End Customers against PERI;
 - Other costs and expenses in relation to the Recall,
- 13.4. The Supplier shall be under a duty, at its own expense, to resupply to PERI replacements in respect of all Deliverables exchanged by PERI within the framework of the recall.

14. Retention of title

- 14.1. Insofar as PERI provides the Supplier with components, PERI reserves title thereto. Processing or combining with other items owned by a party other than PERI by the Supplier shall be undertaken on behalf of PERI. In the event of processing or combining, PERI shall acquire co-ownership of the processed and combined items in the ratio of the value of the part of the item owned by PERI as compared with the other processed parts of the item at the time of processing or combining.
- 14.2. Models, specimens, production facilities, tools, measuring and testing devices, other equipment provided, designs, drawings, artworks, diagrams, flow-charts, specifications, photos and films, software programmes, samples, database, work standard sheets and printing templates, both physical and virtual, provided to the Supplier by PERI shall remain in the ownership of PERI.
- 14.3. The documents listed in clause 14.2 may only be disclosed to third parties subject to PERI's prior written consent (Confidentiality). Such consent may be revoked until the legal transaction is undertaken, unless the legal relationship on which this consent is based leads to a different conclusion. Revocation may either be declared to the Supplier or to third parties. PERI may request the documents referred to in clause 14.2 at any time, unless otherwise expressly agreed in an individual instance. The Supplier shall hold no rights of



15. 赔偿责任和追偿

- 15.1. 如因交付物缺陷而使PERI承担赔偿责任，供应商必须就该产品缺陷赔偿PERI所有损失。
- 15.2. 如第三方就供应商提供的物品侵犯商业及知识产权和/或专利权向PERI提出索赔，则供应商须就该索赔向PERI赔偿所有损失。
- 15.3. 此外，PERI仅承担法律规定的责任。

16. 发票

- 16.1. 每个订单的发票应至少包含发票联，并注明订单编号和其他订单标识符，寄送至PERI的地址派利贸易(上海)有限公司, 中国上海市静安区南京西路580号主楼1223号200041, 除非订单要求寄送其他地址。
- 16.2. 供应商应向PERI提交货款发票的发票联和抵扣联(如需)。增值税及税率必须在发票上显示。发票上必须注明税号及其他税务信息。
- 16.3. 如未按第16.2条要开具发票，发票将被退还发票人。

17. 保险

- 17.1. PERI不承担交付物的保险费用，特别是货运代理保险。
- 17.2. PERI特此告知供应商其为SVS和RVS¹的禁用客户。
- 17.3. 供应商应自担费用，为交付产品投保，包括但不限于货运保险和产品责任险。应PERI的要求，供应商应向PERI提供保单，证明其承保范围符合PERI的要求。如果供应商的保单被取消或发生重大变更，供应商应提前三十(30)天向PERI发出书面通知。除非法律禁止，供应商应要求其保险人放弃代位求偿权。

18. 债权转让和质押

只有经过PERI的事先书面许可，合同债权才可被转让或设立质押。该许可在交易实际发生前可被撤回。

19. 替换部件

- 19.1. 供应商有义务按照合理条件，在预计技术使用期限内(至少为

retention with regard to the documents referred to in clause 14.2.

15. Liability and indemnity

- 15.1. If a claim is made against PERI under its producer's liability on account of a defect in a Deliverable, then the Supplier must indemnify PERI against all liabilities, costs, expenses, damages or losses incurred by PERI in connection with and for such claim,
- 15.2. If a claim is made by a third party against PERI for infringing commercial or intellectual property rights and/or patent rights in respect of items supplied by the Supplier, then the Supplier must indemnify PERI against all liabilities, costs, expenses, damages or losses incurred by PERI in connection with and for such claim.
- 15.3. Further, PERI shall only be liable according to the statutory provisions.

16. Invoices

- 16.1. Invoices shall be issued for each order and delivery, and they shall include an indication of the order number and other order identifiers and be sent to PERI's address (PERI Trading (Shanghai) Co., Ltd., Room 1223 Main Building, No. 580 West Nan Jing Road, Jing An District, Shanghai, 200041, PRC), unless a different invoice address is indicated in the order.
- 16.2. Invoice copies and credit copies (if any) must be issued to PERI. Value added tax and tax rates must be shown in the invoice. The tax ID number and other necessary information must be indicated in the invoice.
- 16.3. Invoices not duly issued pursuant to the terms of clause 16.2 shall be returned to the issuer.

17. Insurance

- 17.1. PERI shall not assume the costs of insurance for Deliverables, in particular freight forwarding insurance.
- 17.2. The Supplier is informed that PERI is an SVS and RVS¹ prohibition customer.
- 17.3. The Supplier shall, at its own expense, maintain and carry insurance, which include without limitation freight forwarding insurance and product liability, in full force and effect with financially sound and reputable insurers for the Deliverables. Upon PERI's request, the Supplier shall provide PERI with a certificate of insurance from the Supplier's insurer evidencing the insurance coverage as requested by PERI. The Supplier shall provide PERI with thirty (30) days' advance written notice in the event of a cancellation or material change in the Supplier's insurance policy. Except where prohibited by law, the Supplier shall require its insurer to waive all rights of subrogation against PERI's insurers and PERI or the indemnitees.

18. Assignment and pledging

The assignment or pledging of contractual claims shall only be valid subject to PERI's prior written consent. Such consent may be revoked until the legal transaction is undertaken, unless the legal relationship on which this consent is based leads to a different conclusion.

19. Replacement parts

- 19.1. The Supplier shall be under a duty to hold replacement parts for the period of anticipated technical use, but for at least ten

¹ SVS/RVS为德国境内企业专有货运代理险种，与本合同有关保险需参照合同17.3条实行。

SVS/RVS are insurances taken out by freight forwarders which are commonly used in Germany. Insurance policy under this Terms and Conditions shall apply Clause 17.3.



- 产品交付后十年) · 留存替换部件。
- 19.2. 如供应商停止生产替换部件 · 应当通知PERI · 并给予PERI最终下单的机会。
- 20. 引用及出版**
在提供参考资料或制作出版物时 · 供应商只有在取得PERI事先书面许可的前提下使用PERI的公司名称或商标。该许可可在交易实际发生前可被撤回。
- 21. 中止履行**
21.1. PERI有权中止履行合同。
21.2. 中止履行必须以书面声明的形式向供应商发出。
21.3. 在中止履行期间 · 合同的权利和义务都中止。
- 22. 供应商因合同中止而解除合同**
22.1. 如根据前述第21条合同中止履行超过三个月 · 供应商有权解除合同 · 但PERI提供了适当担保的除外。此情形下 · 供应商有权要求支付约定的报酬。但必须先抵销其与PERI其他债务 · 该抵销不得附条件或者附期限。
22.2. 如供应商根据第22.1条解除合同 · 则假定供应商有权取得尚未提供给PERI的交付物和/或服务约定报酬的5% ; 如PERI或供应商能够证明该金额更高或更低 · 则此条款不适用。
- 23. PERI终止合同的权利**
23.1. 在供应商完全履行其合同义务之前 · PERI有权随时完全或部分终止合同。此情形下 · 供应商有权要求PERI支付约定的报酬。但必须先抵销其与PERI的其他债务。如PERI终止协议 · 应假定供应商有权取得尚未提供给PERI的交付物和/或服务约定报酬的5% ; 如PERI或供应商能够证明该金额更高或更低 · 则此条款不适用。
23.2. 在不影响其享有的其他权利或救济的情况下 · 如供应商发生以下任何情况 · PERI可以通过书面通知供应商的方式立即终止PERI的订单和/或合同:
(a) 供应商严重违反本商业条款 · PERI的订单、合约及/或法定责任 · 且无法补救 · 或供应商在收到有关违约的书面通知后七(7)天内未能补救;或
(b) 供应商经营状况严重恶化 · 进入清算或被接管流程 · 有丧失或者可能丧失履行债务能力的可能性。
- years following delivery according to reasonable terms and conditions.
- 19.2. If the Supplier discontinues the manufacture of replacement parts, it shall be under a duty to notify PERI accordingly and to give PERI an opportunity to place a final order.
- 20. References and publications**
When giving references or making publications, the Supplier may only use the corporate name or trademark of PERI, if PERI has previously consented thereto in writing. Such assignment or pledging will have no effect without PERI's prior written consent. Such consent may be revoked until the legal transaction is undertaken, unless the legal relationship on which this consent is based leads to a different conclusion.
- 21. Suspension**
21.1. PERI shall be entitled to suspend obligations under the Contract.
21.2. Suspension shall take place by way of written declaration to the Supplier.
21.3. During the suspension period, contractual rights and duties shall be in abeyance.
- 22. Termination by the Supplier due to suspension**
22.1. If the suspension pursuant to clause 21 lasts for longer than three months, then the Supplier shall be entitled to terminate the contract, except that PERI has provided appropriate assurance. In such event, the Supplier shall have a claim to payment of the agreed remuneration. However, it must offset that amount which it has saved by way of expenses or acquired through other use of its working capacities or wilfully failed to acquire as a result of rescission of the contract. The offset shall not be subject to any condition or time limit.
22.2. In the event of termination by the Supplier pursuant to clause 22.1, it shall be presumed that the Supplier shall be owed 5% of the agreed remuneration pertaining to the part of the delivery and/or service not yet rendered; this shall not apply if PERI or the Supplier can demonstrate that the Supplier is owed a higher or lower amount.
- 23. PERI's right of termination**
23.1. PERI shall be entitled to terminate the contract in whole or in part at any time before delivery of the Deliverables or services or any part of them by giving the Supplier prior written notice, whereupon the Supplier shall discontinue all work on PERI's order and/or the Contract. In such event, the Supplier shall be entitled to the agreed remuneration. However, it must offset that amount which it has saved by way of expenses or acquired through other use of its working capacities or wilfully failed to acquire as a result of termination of the contract. It shall be presumed that, following termination by PERI, the Supplier shall be owed 5% of the agreed remuneration pertaining to the part of the delivery and/or service not yet rendered; this shall not apply if PERI or the Supplier can demonstrate that the Supplier is owed a higher or lower amount.
23.2. Without affecting any other right or remedy available to it, PERI may terminate PERI's order and/or the Contract with immediate effect by giving written notice to the Supplier if the Supplier becomes subject to any of the following events:
(a) the Supplier commits a material breach of this Terms and Conditions, PERI's order, the Contract and/or the statutory provisions of the Ordinance, which is irremediable or the Supplier fails to remedy within a period of seven (7) days after being notified in writing of such breach; or



- (b) the Supplier enters into administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), its business has seriously deteriorated, or it is in any other circumstance which will or may cause it to lose its ability to perform.
- 24. PERI解除合同的权利**
- 24.1. 如供应商因非PERI过错的原因经营中断（以下简称“经营中断”），则PERI有权解除合同，特别是在不可抗力或运输阻碍的情况下。
- 24.2. 如业务中断仅是短期的，或服务性质为固定期限的，PERI无权根据第24.1条的条款解除合同。
- 25. 税费**
- 除非另有约定，在中华人民共和国以外提供的服务所有税费均由供应商承担。
- 26. 包装运输费用**
- 供应商应承担PERI向第三方交付产品的合理包装运输费用。
- 27. 合同履行地**
- 供应商向PERI履行合同义务的合同履行地为PERI的办公地址派利贸易(上海)有限公司,中国上海市静安区南京西路580号主楼1223号200041或PERI指定的地址。
- 28. 管辖及适用法律**
- 28.1. 与本商业条款有关的一切争议，应提交并最终上海国际经济贸易仲裁委员会（“仲裁委员会”）按仲裁委员会当时有效的仲裁规则进行解决。仲裁采用中文进行，仲裁地位于上海。仲裁裁决将为终局的，对双方具有约束力。败诉方将承担并支付所有的仲裁费用。
- 28.2. 本合同适用中华人民共和国法律，《联合国国际货物销售合同公约》(CISG)中约定的冲突法规则不适用。
- 29. 合同完整性**
- 如本商业条款中任一条款无效或不可操作，其余条款不受影响。在此情况下，双方承诺以尽可能接近该条款实际目的的有效条款替换无效或不可操作的条款。该承诺同样适用于合同未列明之处。
- 30. 不可抗力**
- 任何一方不对其无法预见的，或者即使预见，也不可避免的不可抗力，承担延迟履行或不履行的责任。在此情形下，如
- 24. PERI's right of withdrawal**
- 24.1. PERI shall be entitled to withdraw from the contract if the Supplier's operations are disrupted and this has occurred without any fault on the part of PERI (hereinafter referred to as "Operational Disruptions"), in particular, in the event of force majeure or transportation bottlenecks.
- 24.2. PERI shall not be entitled to withdraw pursuant to the terms of clause 24.1 if the Operational Disruptions are merely short-term or if the services of Supplier are fixed in nature.
- 25. Taxes, fees, levies**
- All taxes, fees and levies in connection with services rendered outside the People's Republic of China shall be borne by the Supplier unless otherwise agreed.
- 26. Costs of return transportation of packaging**
- The Supplier shall reimburse PERI for the reasonable costs of return transportation for packaging of Deliverables which it shall have paid to third parties.
- 27. Place of performance and fulfilment**
- The place of performance and fulfilment for the obligations of the Supplier in relation to PERI shall be PERI Trading (Shanghai) Co., Ltd. at Room 1223 Main Building, No. 580 West Nan Jing Road, Jing An District, Shanghai, 200041, PRC or other places indicated by PERI.
- 28. Jurisdiction and choice of law**
- 28.1. Any dispute arising out of or in connection with these Terms and Conditions, shall be submitted to and finally resolved by the Shanghai International Economic and Trade Arbitration Commission ("SHITAC") in accordance with the Arbitration Rules of the SHITAC then being in force. The language of the arbitration proceedings shall be Chinese and the arbitration procedure shall be held in Shanghai. The arbitration award shall be final and binding on the parties. The losing party shall bear all costs and expenses of the arbitration.
- 28.2. The law of the People's Republic of China shall apply exclusively, excluding all conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 29. Severance clause**
- In the event that any individual provisions of these Terms and Conditions should be or become invalid or inoperable, the remaining terms shall not be affected. The parties undertake in such event to replace any invalid or inoperable provision with a valid and operable term which comes as close as possible to the actual and economic intent of these Terms and Conditions. The same shall apply with regard to any contractual gap in these Terms and Conditions.
- 30. Force majeure**
- Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under PERI's order and/or the Contract if and to the extent such delay or



供应商中止交付产品和/或服务超过六(6)周，PERI有权提前14天发出书面通知，终止订单或合同。该行为不影响其他权利救济。

31. 保密

- 31.1. 任何一方不得在合同存续期间及合同终止五(5)年之后，向任何人披露任何保密信息，包括但不限于所有材料、设备、工具、版权、在设计图纸和其他拥有知识产权物上的权利，PERI提供给供应商的规格和数据(以下简称“机密信息”)，但下文第31.2条允许的情况除外。
- 31.2. 甲乙双方可在以下情况下披露对方的保密信息：
- (a) 为履行合同项下的义务而需要了解该等信息的雇员、管理人员、代表、分包商或顾问。各方应确保其向其披露另一方机密信息的雇员、管理人员、代表、分包商或顾问均遵守本第31条；和
 - (b) 法律或其他具有管辖权的法院或任何政府或监管机构要求披露的。
- 31.3. 任何一方不得将对方的保密信息用于除履行其在本合同项下的义务以外的任何目的。
- 31.4. 所有材料、设备、工具、版权权利设计和其他任何知识产权在所有图纸、规范和数据系PERI的专属财产，应由供应商妥善保管，直至归还PERI，供应商不得以任何方式处置或使用该财产，除非有PERI的书面指示或授权。
- 31.5. 为了保障 PERI 的业务和商誉：
- (a) 供应商不得以自己的名义将物料直接运送到PERI 客户的工地或指定地点；
 - (b) 供应商不得在其供应给PERI客户的物料，包装和任何交付文件上展示供应商的标志和任何详细信息；和
 - (c) 供应商不得直接或间接地试图以任何形式向 PERI 的当前客户、顾客或业务合作伙伴兜揽生意。

任何严重违反本条款的行为都给PERI造成重大和不可撤销的损害，因此 PERI 有权向司法单位寻求特定行为的禁制令。

32. 语言

本商业条款以中英文书写。如果存在不一致之处，则以英文版为准。

(页尾)

failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such party or if it could have been foreseen was unavoidable. If such event or circumstance prevents the Supplier from supplying the Deliverables and/or services for more than six (6) weeks, PERI shall have the right, without limiting its other rights or remedies, to terminate PERI's order or the Contract with immediate effect by giving 14 days' written notice to the Supplier.

31. Confidentiality

- 31.1. Each party undertakes that it shall not, at any time during the continuance of business relationship between PERI and the Supplier and for a period of five (5) years after the termination of the business relationship between PERI and the Supplier, disclose to any person any confidential information (including but not limited to all materials, equipment, tools, copyright, rights in designs and any other intellectual property rights in all drawings, specifications and data supplied by PERI to the Supplier) (hereinafter referred to as the "Confidential Information") of the other party, except as permitted by clause 31.2 below.
- 31.2. Each party may disclose the other party's Confidential Information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information must comply with this clause 31; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 31.3. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.
- 31.4. All materials, equipment, tools, copyright, rights in designs and any other intellectual property rights in all drawings, specifications and data supplied by PERI to the Supplier shall at all times be and remain the exclusive property of PERI, but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until they are returned to PERI, and shall not be disposed of or used in any way other than in accordance with PERI's written instructions or authorization.
- 31.5. For the protection of the business and goodwill of PERI:
- (a) the Supplier shall not ship materials under her own name directly to the job site or designated end of PERI's customer;
 - (b) the Supplier's logo and details shall not show on the materials, packages and any delivery documents to PERI's customer; and
 - (c) the Supplier shall not directly or indirectly attempt to solicit from a current client, customer, or business partner of PERI in any form.

Any material breach of this clause will cause PERI substantial and irrevocable damage and therefore PERI shall have the right to seek specific performance and injunctive relief from judicial authority.

32. Language

This Terms and Conditions is written in both English and Chinese. In the event of any inconsistency, the English version shall prevail.

(End of page)

PERI采购商业条款 – 中国区
Terms and Conditions of Purchase – China
Valid from 01.08.2020 自2020年8月1日起生效

