

General Conditions of Purchase in China 中国区的一般采购条件

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1. 围

- 1.1 本一般采购条件应被排他性适用于所有由[科德宝宝翎国际贸易(上海)有限公司/科德宝宝翎衬布(南通)有限公司] (“本公司”或“我方”)订立的有关货物采购、服务和工作成果的订单和合同。由供货商提出的任何与本采购条件背离、冲突、矛盾或补充的条件皆不被我方接受也不对我方产生约束力。仅当我方在某一特殊情况下不反对纳入供货商提出的条件或我方承认供货商提出的相反或补充条款、条件且毫无保留地接受时，本采购条件也完全有效。
- 1.2 本采购条件也适用于与供货商有关的所有将来业务，即使该业务未明确或未另行约定。
- 1.3 每个合同均应纳入并适用本采购条件，但不适用于本公司已接受或意图接受的供货商书面报价或已发出或意图发出的订单中的其他条款和条件。为本采购条件之目的，本采购条件中出现的合同指供货商与本公司间签订的任何货物买卖（包括分批分期）合同。
- 1.4 供货商提供我方订单中罗列的货物/服务的，则视为供货商已接受本一般采购条件。
- 1.5 如本采购条件中任一条款已经或即将无效或无强制力则其他条款依然有效。在此情况下，与无效或无强制力条款目的最相近的合法条款应代替该无效或无强制力条款。
- 1.6 本采购条件中涉及的任何法规条款均应随着该条款被修改、重新制定或补充而相应变化。

2. 合同的完成

- 2.1 我方与供货商的任何协议以及我方所接受的所有的订单，只要在我方书面确认后，才被视为对我方具有约束力。在合同订立时或在此前后的修改、增加或附属的协议同样需要我方的书面许可。要求书面形式确认的内容只能以书面形式放弃。传真、电子邮件或远程数据传输应等同于书面形式。
- 2.2 如供货商在收到我方订单后两周内未书面接受该订单，则除非另行规定，我方有权撤销该订单。交货要求应具有约束力，除非供货商在收到交货要求后三（3）个工作日内提出异议。任何与我方订单产生的偏差、修改或补充应为无效，除非其被另行明确表明且我方书面表示同意。

3. 价格与支付

1. Scope

- 1.1 These General Conditions of Purchase exclusively apply to all orders placed and contracts concluded by [Freudenberg & Vilene International Trading (Shanghai) Co., Ltd / Freudenberg & Vilene Interlinings (Nantong) Co., Ltd.] (the “Company” or “we”) governing the purchase of goods, services and work performance. Any conditions set by our suppliers that are deviating from, or conflicting with or are contrary or supplementary to these Conditions of Purchase will not be accepted by and shall not be binding upon us. These Conditions of Purchase shall also be exclusively valid if we do not object to the incorporation of our supplier's conditions in a particular case or if, in recognition of contrary or supplementary terms and conditions by the supplier, we accept its delivery without reservation.
- 1.2 These Conditions of Purchase also apply to all future business relations with the supplier, even if not explicitly and separately stipulated
- 1.3 These Conditions of Purchase shall be incorporated into each Contract and shall govern each Contract to the exclusion of any other terms and conditions subject to which any written quotation of the supplier is accepted or purported to be accepted, or any written order is made or purported to be made, by the Company. For the purposes of these Conditions of Purchase, Contract means any contract for the sale and purchase of the goods (including any instalment thereof or any parts for such goods) made between the supplier and the Company.
- 1.4 In instances where the supplier has provided goods/services in response to an order placed by us, then the supplier is deemed to have accepted these Conditions of Purchase.
- 1.5 If any one clause of these Conditions of Purchase is or becomes invalid or unenforceable, the validity of the remaining stipulations shall not be affected. In such case, the invalid or unenforceable provisions shall be replaced by lawful provisions coming as close as possible to the purpose pursued by the invalid or unenforceable provisions.

- 3.1 订单中标明的价格为固定价格，除非书面另行规定，一般包括“免运费交货”、包装、运输、保险和交货中发生的其他费用。增值税必须另行规定，否则其被视为包含于价格中。
- 3.2 如供货商负责搭建或装配和/或试用，即使无其他书面条款规定，供货商也应承担附带发生的所有费用，如差旅费和工具提供费。
- 3.3 我方仅在收到单独寄出的发票后将进行处理。每张订单应分别附上发票，发票上必须包括订单号、订单日期、供货商编号和项目编号，且应突出显示方便阅读。如发票内容与我方采购订单不匹配，我方有权不支付该发票。
- 3.4 除跨境交易外，发票金额仅能以人民币数额开具并支付。
- 3.5 取决于供货商与我方间达成的特殊书面约定，供货商应在交货后立即或任何时候向本公司开具发票。在提货并收到发票和提货相关文件后，我方有权选择由银行转账或支票和/或汇票方式来支付。
- 3.6 未经我方事先书面同意，供货商无权全部或部分转让、分包或以其他方式处置其项下权利和/或义务。
- 3.7 我方可将我方任何应付供应商的款项与供货商任何应付我方的付款互相抵消，而无论所抵消的付款是否属于同一交易中。我方将明确确认产生的任何抵消。

4. 交货和交货时间

- 4.1 供货商应按照订单中规定的时间和地点交货或服务，且时间是关键。订单或其他任何协定中规定的交货时间具有约束力，必须严格遵守。如可能出现任何延迟而不能在规定的交货时间和截止日期内交货的，供货商应立即书面通知我方，说明延迟理由并注明期望延迟的时间长短。
- 4.2 除非是为了满足我方特殊要求而制造的货物，我方于交货完成前变更或取消对货物或服务的任何要求。供货商应随之配合变更。价格和交货要求也可根据我方变更而作适当调整，但如果供货商未能在收到变更通知后5个工作日内向我方发出书面调整要求，则不作调整。
- 4.3 货物和/服务的各个方面必须符合订单中所列明的规格、要求和描述。所有货物必须由可靠的材料、技术和设计组成，且应与我方提供或接受的相关样品或图案全方面一致。所有服务/货物都应无缺陷。
- 4.4 仅当我方明确书面表示同意时才允许分批交货和提前交货，但付款要求则不得早于原先协定的交货日期到期。

- 1.6 Any reference in these Conditions of Purchase to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. Completion of contract

- 2.1 Any agreement with the supplier and all orders, which have been accepted by us, shall be considered binding upon us only if they are set down in writing. Any modification, addition or subsidiary agreement before, at or after contract formation also requires our written consent. The writing requirement may only be waived in written form. Fax, email or remote data transmissions shall be tantamount to written form.
- 2.2 If the supplier does not accept our order within two weeks of receipt in writing, we shall be entitled to revoke the order, unless otherwise stipulated therein. Delivery calls shall be binding unless the supplier objects within three (3) working days of receipt. Any deviation from, modification of or supplement to our orders shall only be effective if explicitly and separately indicated as deviation, modification or supplement and expressly approved by us in writing.

3. Prices and payment

- 3.1 Prices specified in the order are fixed prices. Prices include “free delivery” as well as any packaging, transport, insurance and other costs of delivery, unless stipulated otherwise in writing. VAT must be separately identified, otherwise it will be considered included in the price.
- 3.2 In cases where the supplier is responsible for erection or assembly and/or commissioning while no other provisions have been agreed upon in writing, the supplier shall bear all incidental costs, such as travel expenses and provision of tools.
- 3.3 Invoices will be processed only if we receive them by separate mail. Each order must be invoiced separately. Invoices must include the order number specified in our order, order date, supplier number and our item number, all highlighted for easy readability. We reserve the right not to pay invoices that cannot be matched against our purchase order.
- 3.4 Except for cross border transactions, invoices must be made out in RMB and payments will be made in RMB only.
- 3.5 Subject to any special terms agreed in writing

4.5 除非另行协议，交货时应附有交货通知、质量检测证书或在国际上被承认的同等资质的其他检测证书，且详细说明供货商同意的行业上细节。在首次交货时还应提供一份测试报告的最初样本。

4.6 仅在提前安排的时间内才可能完成现场交付。

4.7 如有交付延迟的情况发生，供货商则有权提出证据以证明没有造成损害或仅造成轻微损害。我方有权保留提出额外损害赔偿的权利。

4.8 根据基础合同，在订单或委托在任何方面未实质性完成之前，我方保留取消整个或部分订单或委托。

4.9 一旦我方因供货商未能满足订单要求而取消全部或部分订单，则我方有权向第三方采购质量相似的货物，且在此情况下，供货商应偿还我方因上述取消所产生所有支出，包括超过原协议订单中价格的新增价款。

4.10 任何一方由于遇到不可合理控制的情形，而不能履行其项下义务仅是由于不可合理控制的情形，且违约方履行义务中无任何错误或疏忽的（包括但不限于罢工、战争或天灾），则违约方在立即通知对方并详细说明该不可抗力后，违约方在该延迟期内的违约可免责，但该违约方应尽快采取任何必要的合理行动以缓解所造成的后果。一方由于不可抗力而暂停履行期间，另一方可相应的暂停履行自己全部或部分义务，但该暂停在商业上应为合理。

5. 履行地、风险转移、所有权获得

5.1 根据订单，交付货物或提供服务的履行地应为履行行为的地点。除非另行协议，我方的支付履行地为我方注册办事处。

5.2 考虑到供货商及其风险，货物和服务应妥善包装并送达至我方指定地点。货物和服务的风险仅在我方或我方指派的运输商接受送达后，才于履行地转移至我方，或者在最终接受交货之后转移，两者间以后出现者为准，即使我方已同意支付运费。

5.3 风险在履行地转移后或我方指派的运输商交货后，我方应获得货物所有权，且不得保留供货商的任何权利。

6. 缺陷责任和其他责任

6.1 我方根据交货是所附的文件仅对交付货物的特征、质量和明显的运输损害进行检查。一旦在我方商业行为的常规过程中发现货物或服务的缺陷，我方将在发现后至少5个工作日的适当时间内通知供货商。

6.2 除非本条另有规定，根据适用的法律条款，供货商应对货物或服务的缺陷承担责任，该责任不因任

between the supplier and us, the supplier shall be entitled to invoice the Company for the price of the goods on or at any time after delivery of the goods. Payments will be made, by our choice, by bank transfer or cheque and/or bill of exchange after taking delivery and receipt of invoice as well as after receipt of all documents pertaining to the delivery.

3.6 The supplier shall not be entitled to assign, subcontract or otherwise dispose of his rights and/ or obligations hereunder wholly or partly without our prior written consent.

3.7 We may set off any amount that is payable by us to the supplier against any amount that is payable by the supplier to us whether or not arising from the same supply transaction. We shall clearly identify any set off which is made.

4. Delivery and delivery time

4.1 Time is of the essence and goods/services shall be delivered or performed on the date and at the place specified in the order and in accordance with any additional instructions specified by us. Delivery dates specified in the order or otherwise agreed upon are binding and must be strictly met. The supplier shall promptly notify us in writing if there will be likely delays in meeting delivery dates and deadlines, explaining the reasons for the delay and specifying how long they are expected to prevail.

4.2 Except in the case of goods which must be specifically manufactured to meet our requirements, we may vary or cancel any of its requirements for any good or service prior to completion of delivery. The supplier will accommodate variations by us. Fair adjustments will be made to prices and delivery requirements due to variations by us, except if the supplier does not give us a written request for an adjustment within 5 working days after notice of each variation, no increase adjustment will be made.

4.3 The goods and/or services must conform in all respects with the specifications and any other requirements or descriptions stated in the order. All goods must be of sound materials, workmanship and design and shall be equal in all respects to relevant samples or patterns provided by or accepted by us. All services/goods shall be free from defects.

4.4 Deliveries by instalments and premature deliveries

何原因或金额而加以限制或免责。在该责任范围内，供货商应赔偿我方且保证我方不受到任何第三方提出的索赔。

6.3 我方有权要求供货商实际履行。

6.4 如供货商未能按我方要求立即弥补缺陷，在紧急情况下，特别是为了避免危险或重大损害时，我方有权自行或交由第三方修正缺陷，费用由供货商承担，而无需事先给予供货商宽限期。

6.5 除非另行协议或法律规定的期限延长情形，缺陷索赔在我方收到货物和/或服务后30个月之后失效，或工作成果在最终书面接受后30个月之后失效。上述情况不适用于那些据其通常用途，被用于建筑工程但是造成建筑物缺陷的交付，该种情况下，索赔应在5年后才失效。

6.6 此外，供货商应赔偿我方且保证我方不受到任何第三方就所有权问题提出索赔。

6.7 如缺陷产品和服务需要额外的工作来进行进一步的检查的话，则供货商应承担该额外检查的费用。

7. 产品责任

7.1 如发生了归责于供货商的人身伤亡或财产损失，供货商应保证我方不承担因此产生的任何责任和第三方的赔偿请求，且应由供货商对其承担全部赔偿责任。在本条款范围内，供货商还应偿还我方所有因回收行为或任何先由我方采取措施而产生的相关费用。

7.2 供货商应向信誉良好的保险公司为我方所采购的货物/服务购买规定的足够的保险，且每份保险应满足我方的要求而确实到位。

8. 工业产权和规定

8.1 在货物/服务交付至，或以此交付为目的过程中，如有任何知识产权的产生/设计皆只属于我方所有。

8.2 供货商保证其交付的货物和其货物的使用都没有侵害第三方的工业产权或其他权利，也不得违反任何法律或政府条例，保证供货商交付的货物中不包含CFC、PCB或石棉。除非另有协定，一经我方请求，供货商应提供免费供所有有关IMD系统的数据。

8.3 如第三方因上述交货或货物的使用或与之相关的原因向我方提出索赔，供货商应使得我方免受损失。

8.4 供货商的赔偿义务还包含了由第三方诉讼所产生或与之相关的所有费用。

shall be allowed only with our express consent in writing. Payment claims, however, shall be due no earlier than on the delivery date originally agreed upon.

4.5 Unless otherwise agreed upon, deliveries must be accompanied by a delivery note and a works test certificate or any other equivalent internationally recognized test certificate generally recognized in the industry specifying the details as mutually agreed upon with the supplier. An initial sample test report must be furnished with first-time deliveries.

4.6 On-site deliveries are only possible at previously arranged times.

4.7 In case of delivery delays, the supplier shall have the right to furnish evidence that no or only slight damage was caused. The right to assert additional damages shall be reserved.

4.8 We reserve the right to cancel the whole or any part of an order or any consignment if the order is not completed in any material respects in accordance with the provisions contained in the underlying Contract.

4.9 In the event we cancel the order due to the supplier not meeting the requirements of the order, in whole or part, we will be entitled to purchase from a third party a like quantity of goods of similar description and quality and in that event the supplier shall reimburse us upon demand for all expenditure incurred by us in connection with the said cancellation including any increase in price over that agreed in the original order.

4.10 If either party is prevented from performing its obligations hereunder solely by circumstances beyond the reasonable control and without the fault or negligence of the party obligated to perform (including, without limitation, strikes, war, or acts of God), upon the prompt giving of notice to the other party detailing such force majeure event, the obligations of the party so prevented shall be excused during such period of delay, and such party shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible. During the period that the performance by either party has been suspended by reason of a force majeure event, the other party may likewise suspend the performance of all or part of its obligations to the extent that such suspension is commercially reasonable.

5. Place of performance, passage of risk, acquisition

9. 所有权保留、模具

- 9.1 我方对提供的货物保留所有权（如零件、组件、半成品）。
- 9.2 我方货物经过加工、混合或结合后所产生的产品的所有价值，我方保留所有权，因该加工、混合、结合过程为我方行为，我方视为制造者。如第三方所有权在其提供的货物经加工、混合或结合后灭失的，我方应获得这些货物一定比例客观价值的共同所有权。
- 9.3 在我方支付费用的前提下，对提供给供货商的模具和供货商自己制造或由代表我方的第三方指定的模具，一旦由供货制造和/或取得，我方财产或所有权应保留，且必须明确指明为我方财产。
- 9.4 供货商应代表我方无偿保管我方工具，充分投保并提供证据证明该保险已符合我方要求的投保范围。除非另行协定，供货商仅在为我方制造零件之目的下使用工具。
- 9.5 供货商保证对模具进行适当维护和修理且费用自付。合同一旦终止，供货商应按我方要求不得延迟地返还模具，且无任何衍生权利保留。返还时该模具同其早期使用时一样情况良好。维修费用由供货商承担。未经我方事先书面同意，任何情况下供货商都不得报废模具。

10. 质量保证

- 10.1 供货商应在整个交易期间维持质量管理体系以保证交货质量，通过内部审核来定期监测该系统，并在监测出任何偏差时立即采取行动。我方在合理地提前通知的前提下，有权对供货商的安全保障系统进行检查。在我方要求下，供货商应允许我方检查认证书、审核报告和包括所有交货的测试记录和文件的检查程序。
- 10.2 我方的“质量标准”是最新版的我方订单或我方与供货商签订的协议中的一部分，此质量标准应按要求送达至供货商。
- 10.3 根据货物/服务的预计使用年限，供货商保证我方在合理的基础上有权获得及时、适当的技术支持（如产品备件，维修服务）
- 10.4 产品的质量要求和技术标准必须符合中国国家质量监督局相关产品的技术要求和国家及行业的相关规定。供货商必须提供相应产品注册或登记备案、申领特种车辆使用牌照等手续必须的所需的全部文件（包括相关进口产品已通过中国相关部在中国使用的测试的报告），以及技术证明、合格证、许可证、注册文件等其他所需的信息。供货商如不能履行，则必须承担退货的后果，并赔偿买方的相应损失

of ownership

- 5.1 The place to which, according to the order, the goods have to be delivered or where the service is to be performed shall be the place of performance. Place of performance for our payments is our registered office, unless otherwise agreed upon.
- 5.2 On supplier's account and at supplier's risk, the goods and services shall be properly packed and made to the address designated by us. The risk in respect of the goods and services will pass on to us only with receipt of delivery by us or by a forwarding agent appointed by us at the place of performance or after final acceptance of the delivery, whichever comes later, even if we have agreed to pay the freight charges.
- 5.3 With the passage of risk at the place of performance or with delivery to a forwarding agent appointed by us, we shall acquire ownership of the goods without reservation of any rights for the supplier.

6. Liability for defects and other liability

- 6.1 We will inspect the delivered goods on the basis of accompanying documents only for identity and quantity as well as for visible transport damage. We will notify the supplier about defects of the goods or services, once discovered in the ordinary course of our business within an appropriate time of at least 5 working days after the defect has been detected.
- 6.2 Unless stipulated otherwise in this paragraph, the supplier shall be liable according to the applicable legal provisions, in particular for defects of the goods or services, whereas this liability is in no way limited or disclaimed with respect to cause or amount, and insofar shall indemnify and hold us harmless from and against any third party's claims.
- 6.3 We shall be entitled to request for the supplier's specific performance.
- 6.4 If the supplier fails to remedy the defect promptly upon our request, we shall, in urgent cases, in particular to avert danger or major damage, have the right to rectify the defects ourselves at supplier's cost or have this done by a third party without having to grant a period of grace before.
- 6.5 Claims for defects shall lapse no earlier than 30 months after the goods and/or services was

11. 一般保证

11.1 供货商接受订单后保证：

(a) 根据需要，正确安装和组装每样货物，且货物与我方有关系统和其他财产兼容并不致损坏；

(b) 供货商交付的每样货物/服务都有明确的质保期，或者如无明确期限，则质保期为交货日和我方首次使用日两者中后到达的时间之后的24个月；

(c) 应满足预计使用和目的；且

(d) 无任何设计、材料、技巧和权利上的缺陷。

11.2 我方对供货商交付的任何货物/服务的所有权、占有、修改、使用或转售不会侵害任何第三方权利，供货商保证我方不受到任何侵权索赔或诉讼。

11.3 不得直接或间接向我方雇员或代表提供任何形式的诱导或回扣。

11.4 本条款中列明的保证为补充供货商做出的或法律默认的任何其他保证。

11.5 供货商尽最大可能地将其保证的利益或从任何其他个人/实体的保证转交至我方，以使我方能通过供货商向其他个人/实体行使每样货物/服务的追索权。

11.6 供货商保证自己和交付的每样货物/服务都符合所有适用法律和法规。

12. 质保索赔

12.1 供货商应令我方满意地及时处理每个质保索赔。我方可以要求维修或更换处理，也可在处理索赔期间要求临时解决方案。组件因质保索赔而更换或升级产生的费用不由我方承担。在处理索赔期间，质保期暂停计算，直至缺陷被弥补完成后才继续计算剩余质保期。

13. 保密条款、文件

13.1 由我方提供或供货商通过我方获得的任何信息、公式、图纸、模型、工具、技术记录、程序方法、软件和其他技术和商业秘密，以及由此获得的任何工作成果（以下简称“保密信息”），供货商应对第三方严格保密。这些保密信息仅供用于供货商向我方交货的商业行为，并仅向需要这些保密信息的与该商业联系相关的人士提供，因此获得保密信息的人士应承担保密义务。

received by us, or in case of work performance 30 months after the written final acceptance, unless otherwise agreed upon or governed by legal provisions that call for extended periods. This shall not apply to deliveries that consistent with their common application are used in buildings and have caused the latter's defectiveness; in that case claims will lapse after 5 years.

6.6 In addition, the supplier shall indemnify and hold us harmless from any third-party claims related to deficiencies in title.

6.7 If defective goods and services necessitate extra work in the incoming inspection process, the supplier shall bear the costs of such additional inspection.

7. Product liability

7.1 The supplier assumes full responsibility for, indemnifies and holds us harmless from and against any liabilities and third party claims arising out of the death of or injury to any person or damage to property, if and to the extent the foregoing is attributable to the supplier. Within the scope of this provision the supplier is also obligated to reimburse to us all expenses that are incurred by or in connection with a recall action or any other measure initiated by us.

7.2 The supplier will have in force and maintain at its own cost such policy or policies of insurance with a reputable insurer which provides adequate insurance cover in respect of the provision of goods/services to us and will upon request satisfy us that such insurance is in place.

8. Industrial property rights and regulations

8.1 If any intellectual property is developed/designed during, or as the purpose of, any delivery of a good/service to us, it will belong to us only.

8.2 The supplier guarantees that neither his delivery nor its use infringes upon industrial property rights or other rights of third parties, nor violates legal or official regulations of whatever kind. The supplier also guarantees that the goods delivered by him do not contain CFC, PCB or asbestos. The supplier shall undertake to provide, at our request, all relevant IMD system data at no charge, unless otherwise agreed upon.

8.3 The supplier shall indemnify us from all and any claims lodged against us by third parties for

13.2. 在商业关系期间由我方向供货商提供的任何文件（如图纸、数据、测试规范）、样品、模型等，我方保留所有权摘录和副品）立即返还我方，且任何时候一经我方请求，供应商应不得晚于商业关系结束前（包括任何复印件、，或根据我方的选择进行销毁，其费用由供货商承担。供货商无权保留任何部分。

13.3 披露保密信息和任何可能泄露文件、样品或模型的，都不为供应商产生工业产权、商业秘密或版权，也不构成中国专利法中规定的提前公开出版或提前使用。

14. 适用法律，管辖地

14.1 与供货商间的商业关系应由中华人民共和国法律排他性管辖，且根据目的也应排除港澳台法律。联合国关于国际货物销售公约和其他有关货物销售统一法律的国际性公约也不得适用。

14.2 除非双方另行协议，双方间因本条件项下交易而产生的相关争议应根据有效的仲裁协议，交由中国国际经济贸易仲裁委员会上海分会来仲裁解决。仲裁裁决应为最终结果且对双方具有约束力。

15. 解释

15.1 除非另行要求或有其他明确说明，本采购条件中：

(a) 凡涉及“我方”指[科德宝宝翎国际贸易(上海)有限公司/科德宝宝翎衬布(南通)有限公司]；

(b) 凡涉及“供货商”指向我方提供货物或服务并受到本采购条件约束的任何个人或实体；

(c) 当事方”指我方与供货商；

(d) 货物”和“服务”包括可交付的任何形式；

(e) “订单”指为采购货物和/或服务之目的，我方向供货商发出的采购订单；

(f) 供货商超过一人以上的，每个供货商对我方承担连带责任；以及

(g) “协议”或“合同”指我方与供货商间订立的书面合同，详细描述了提供的货物/服务的范围和与之相关的各当事方的权利义务。

asons of or in connection with the delivery or its use.

8.4 The supplier's obligation of indemnification shall also cover all expenses arising from or in connection with claims by a third party..

9. Reservation of ownership, tools

9.1 We shall reserve the ownership of goods provided by us (e.g. parts, components, semifinished products).

9.2 Reservation of ownership shall also apply to products resulting from the processing, mixing or combining of our goods in their full amount, whereas these processes are performed on our part so that we are considered as manufacturer. If third-party ownership rights extinguish after processing, mixing or combining with goods from those parties, we shall acquire joint ownership at a ratio of the objective value of those goods.

9.3 Tools made available to the supplier as well as tools manufactured by the supplier himself or ordered at a third party on our behalf, to the costs of which we have contributed, shall remain our property or shall pass into our ownership upon manufacturing and/or acquisition by the supplier and must be clearly indicated as our property.

9.4 The supplier shall hold our tools in custody on our behalf at no charge, insure them adequately and furnish evidence of insurance cover at our request. The supplier shall use the tools exclusively for the purpose of manufacturing parts for us, unless otherwise agreed upon.

9.5 The supplier shall ensure proper maintenance and repair of the tools provided at his own cost. Upon termination of any Contract, the supplier shall surrender the tools without delay at our request while no right of retention may be derived by him. Upon surrender, the tools must be in apparent good order and condition corresponding to their earlier use. Costs of repair shall be borne by the supplier. In no case must the supplier scrap the tools without our prior written approval.

10. Quality assurance

10.1 The supplier shall during the entire business relation maintain a quality management system that ensures the proper quality of deliveries, monitor the system by internal audits in regular intervals and promptly take action if any deviation has been detected. We shall have the right to

inspect the supplier's quality assurance system with reasonable prior notice. At our request the supplier shall permit us to examine certification and audit reports as well as inspection procedures including all test records and documents relevant to the delivery.

10.2 Part of any order placed by us or agreement between us and the supplier are our "Quality Standards" in their current version which shall be sent to our suppliers on request.

10.3 The supplier will ensure that we have access to the prompt supply of appropriate support (e.g. spares, maintenance service) on a reasonable basis throughout the expected life of each good/ service.

10.4 Quality request and technical standard must be in accordance with the technical demand of relative products and must meet the standards under China State Quality Supervision Bureau. All of the documents and/or licenses and/or certificates and/or other necessary information (including the necessary testing reports for related imported products to be used in China by relevant Chinese authorities) needed for the registration of the relative products, application for the permit of special vehicles using in China must be provided by the supplier. Failure to do so will result in the return of the product and paying the compensation for any loss of the Buyer.

11. General Warranties

11.1 By accepting an order the supplier warrants:

(a) where applicable, each good will be properly installed and integrated into, will be compatible with and will not damage, our relevant systems and other property;

(b) each good/service supplied by the supplier will for the specified warranty periods, or if there is no specified period, then for 24 months from the later of the date of delivery and the date of first use by us;

(c) be fit for the expected use and purpose; and

(d) be free from any defect in design, materials, workmanship and title.

11.2 Ownership, possession, modification, use or resale of any good/service supplied by the supplier will not infringe any third party rights and the supplier will protect us from any infringement

claim or proceeding.

11.3 No form of inducement or reward has been or will be directly or indirectly provided to any of our employees or representatives.

11.4 The warranties set out in this clause are additional to any other assurances given by the supplier or implied by law.

11.5 The supplier will, to the extent possible, pass on to us the benefit of any warranty or other assurance from any other person/entity in respect of each good/service supplied to the intent that we may have recourse against those persons/entities through the supplier.

11.6 The supplier will ensure that the supplier, and each good/service supplied, complies with all applicable laws and regulations.

12. Warranty claims

12.1 The supplier will promptly remedy each warranty claim to our satisfaction. We may require repair or replacement solutions and a temporary solution while the claim is being remedied. Components replaced or upgraded within a warranty claim will not be charged to us. Warranty periods are suspended while each claim is being remedied, and then start again for the remaining warranty period of completion of remedying each defect.

13. Confidentiality, documents

13.1 Any information, formulations, drawings, models, tools, technical records, procedural methods, software as well as other technical and commercial know-how, made available by us or acquired by the supplier through us, and also any work results thus obtained (hereinafter "confidential information") shall be maintained in secrecy by the supplier towards third parties, may be used in the supplier's business exclusively for deliveries to us and be made available only to such persons as need to have access to confidential information in connection with the business relation and have therefore been obligated to maintain secrecy.

13.2 Any documents (e.g. drawings, figures, test specifications), samples, models etc. made available by us to the supplier during the business relationship will remain in our ownership and must be surrendered to us on our request at any time, no later than at the end of the business relationship (including any copies, extracts and replicas), or by

our choice must be destroyed at supplier's cost. The supplier thus has no right of retention thereto.

13.3 The disclosure of confidential information and any possible communication of documents, samples or models shall establish no right for the supplier to industrial property rights, know-how or copyrights and constitutes no prior publication and no right of prior use according to the PRC Patent Law.

14. Applicable law, place of jurisdiction

14.1 The business relations with our suppliers shall be exclusively governed by the laws of the People's Republic of China, which for the purpose hereof shall exclude Hong Kong Administrative Region, Macau Administrative Region and Taiwan. The UN Convention on the International Sale of Goods (C.I.S.G.) and other international conventions on uniform law on the sale of goods shall not be applicable.

14.2 Unless otherwise agreed to by the parties, any dispute arising out of or in connection with the transaction contemplated by the parties hereunder shall be submitted to and resolved by China International Economic and Trade Arbitration Committee for arbitration in Shanghai in accordance with the arbitration rules then in force. The arbitral award shall be final and binding upon both parties.

15. Interpretation

15.1 Unless the context otherwise requires or it is specifically otherwise stated:

(a) References to "we", "us", and "our" refer to [Freudenberg & Vilene International Trading (Shanghai) Co., Ltd / Freudenberg & Vilene Interlinings (Nantong) Co., Ltd.];

(b) References to "supplier" refer to any person or entity that provides goods or services to us, who is bound by these Conditions of Purchase;

(c) "party(ies)" means we and the supplier;

(d) "good" and "service" include any form of deliverable;

(e) "order" means the purchase order placed by us to the supplier for the purpose of procurement of goods and/or services;

(f) if the supplier comprises more than one

person, each of those person's liability to us is joint and several; and

(g) "agreement" or "contract" is a written contract between a supplier and us that describes in detail the scope of goods/services to be provided and each parties rights and obligations with regard to this supply.