

宝马(中国)汽车贸易有限公司 BMW China Automotive Trading Ltd.



框架合同 Frame Contract

供应商 康辉集团北京国际会议展览有限公司
Supplier

文档号码 46001371
Document Number

Comfort International M.I.C.E.
Service Co., Ltd.

文档日期 2018.05.08
Doc.Date

朝阳区农展馆南路13号12层1510
内002

供应商号码 4063697
Vendor No.

RM1510-002, Ruichen Int'l
Center, No.13, Nongzhanguan
100125 Beijing
China

联系人 Sissy Lai
Contact Person
你的参考序号 TP001320
Your Ref.
交付至
Delivery Address:

宝马(中国)汽车贸易有限公司

BMW China Automotive Trading Ltd.

注意
Attention to

中国北京市朝阳区东三环北路霞光里18号
佳程广场B座28层

电话
Telephone

28th Floor, Tower B, Gateway Plaza

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No.18 Xia Guang Li

打印日期 2019.01.02
Print Date

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Page

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国际商业用语 UN
(Incoterms) refer to payment terms
合同细节
Contract details

宝马(中国)
汽车贸易有限公司
BMW China
Automotive Trading
Ltd.

地址

Postal Address
中国北京市朝阳区

东三环北路霞光里18号

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项目 Item	项目描述 Description	交付日期 Delivery Date	数量 数量	度量单位 UoM	单价 Gross Unit Price in RMB
00010	Associate in Beijing/Shanghai/Guangzhou/ Shenzhen: 800 RMB/ participating associate/ day	Depend on call-off	Depend on call-off	EA	800.00
00020	Associate in Chengdu/Hangzhou: 700 RMB/ participating associate/ day	Depend on call-off	Depend on call-off	EA	700.00
00030	Associate in Shenyang and other 2nd /3rd tier cities : 600 RMB/ participating associate/ day	Depend on call-off	Depend on call-off	EA	600.00
00040	Associate out of department' s major call-off	Depend on call-off	Depend on call-off	EA	1,000.00



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2. Related BMW China business department ("BMW China Requesting Department") will order the Services under this Frame/Value Contract through issuing written call-off(s) ("Call-off(s)") to the Supplier. Oral call-off(s) shall not be valid.

宝马中国相关业务部门（下称“宝马中国业务需求部门”）通过发出书面申购（下称“申购单”）向供应商订购本框架/价值合同项下的服务。口头申购无效。

This Frame/Value Contract and the Call-off(s) are hereinafter collectively referred to as the "Main Contract".

本框架/价值合同及申购单以下合称为“主合同”。

3. The Services quantity, delivery date and location for each order shall be provided in the Call-off(s).

每次认购的服务的数量、交付时间及地点应在申购单中明确。

4. Only the Services listed under this Frame/Value Contract shall be provided by the Supplier against the Call-off(s) issued by the BMW China Requesting Department.

只有本框架/价值合同所列的服务，供应商才可以按宝马中国业务需求部门发出的申购单进行供应。

5. BMW China has full discretion to unilaterally determine whether and when to issue the Call-off(s) based on its actual demands. This Frame /Value Contract originates no claim of the Supplier for conclusion of individual Call-off(s) for any Service provided hereunder by BMW China.

宝马中国有权根据实际需求全权自行确定是否及何时发出申购单，本框架/价值合同并不赋予供应商要求宝马中国必须发出申购单认购本框架/价值合同所列任何一项服务的权利。

6. The documents listed below from item (b) to (f) are appendices to the Frame/Value Contract, and together with the Frame/Value Contract and Call-off(s)), shall constitute the integral parts of the purchase contract between the Supplier and BMW China ("Purchase Contract"), following the sequence of a step-down priority with respect to the construction and performance of the Purchase Contract . In the event of any conflict among the documents, the component document with the higher priority shall prevail:

下面第 (b) 项至第 (f) 项所列文件是框架/价值合同的附件，与框架/价值合同及申购单共同构成供应商与宝马中国之间的采购合同（下称“采购合同”）。就采购合同的解释和履行，其效力的优先性按下列顺序依次递减；如各文件之间存在冲突，效力较高文件之规定优先适用：

(a) Main Contract (i.e. Frame/Value Contract and Call-off(s))

地址	Postal Address
	中国北京市朝阳区 东三环北路霞光里18号
	佳程广场8座28层
	28th F. No Tower B Gateway Plaza No.18 Xiaoguangli North Road, East 3rd Ring
	Chaoyang District Beijing 100027 PR China
电话	Telephone
+86 10-84538000	+86 10-84538000
传真	Fax
+86 10-8458028	+86 10-8458028
网址	Internet
www.bmw.com.cn	www.bmw.com.cn



供应商 Supplier	康辉集团北京国际会议展览有限公司 Comfort International M.I.C.E. Service Co., Ltd.	文档号码 Document Number	46001371
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the first time, it shall fill in a vendor information form in an accurate manner as requested by BMW China, and fax this document back to BMW China Purchasing Department and Finance Department respectively after signing it and affixing its chop on it. Otherwise BMW China shall not be liable for any delay of payment resulting therefrom. 如果供应商第一次与宝马中国签订采购合同，供应商应按宝马中国要求准确填写供应商信息表，并在签字且盖章后分别传真给宝马中国采购部及财务部。否则，宝马中国对任何由此引起的付款延迟不承担任何责任。

9. The Supplier's competitive capacity in certain aspects such as quality, costs and ability to deliver as well as the ability to maintain state-of-the-art delivery of service(s) during the entire contract term is a precondition for conclusion of the Purchase Contract. 供应商在整个合同有效期内保持在质量、成本、交付能力以及所交付服务的技术先进状态等方面的竞争力是缔结采购合同的前提条件。

10. This Frame/Value Contract shall remain valid until 2019 年 12 月 31 日 unless otherwise provided in writing by the Parties. 除非双方另行书面约定，本框架/价值合同将持续有效至 2019 年 12 月 31 日。

11. In the event that any of the following circumstances occur, the Main Contract shall be terminated: 有下列情形之一的，主合同终止：

- (a) The term provided in the Frame/Value Contract expires; 框架/价值合同中约定的合同期限届满；
- (b) The accumulated total value under the Call-off(s) reaches BMW China's target total value as specified in the Purchase Contract; 申购单累计的采购价款已达到采购合同中约定总采购价款；
- (c) Other circumstances as set out by laws and regulations. 法律法规规定的其它合同终止情形。

12. In addition to the early termination circumstances as set out in the GTC, BMW China shall be entitled to early terminate this Frame/Value Contract for Service partially or wholly upon issuing a three-month prior written notice to the Supplier. 除一般条款中约定的合同解除情形外，宝马中国应有权在任何时候，以提前三（3）个月书面通知供应商的方式，提前解除服务采购框架/价值合同的部分或全部。

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宝马（中国）
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BMW China
Automotive Trading
Ltd.

地址
Postal Address
中国北京市朝阳区
东三环北路霞光里18号

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No.18 Xiguanqin
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Chaoyang District
Beijing 100027
PR China



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possible within 30 days after acceptance of Services by BMW China.

The invoice from the Supplier shall state all information as provided in Clause 8 of the GTC, including without limitation the Call-off number and the SAP GR No., and the Supplier's name on the invoice must be the same as that on this Frame/Value Contract and the company seal of the Supplier; otherwise BMW China shall have the right to reject the payment.

供应商应该在宝马中国接收服务后30天之内尽快开具并向宝马中国提交发票，供应商提交的发票应写明一般条款第8条约定的全部信息，包括但不限于申购单号和SAP系统收货号，发票上的供应商名称必须与框架/价值合同及供应商公司印章上所载明的公司名称一致；否则宝马中国有权拒绝付款。

16.1 Invoices must be sent or submitted to the following personnel of BMW China :
发票必须送达或提交给宝马中国的以下人员:

Invoice Center, Finance Department
财务部 发票中心

BMW China Automotive Trading Ltd.

宝马 (中国) -汽车贸易有限公司

28th F, Tower B, Gateway Plaza, No. 18 Xia Guang Li North Road
Fast Third Ring, Chaoyang District, PRC.

中国北京市朝阳区东三环北路霞光里18号佳程广场B座28层

Post Code 100027

邮编: 100027

Telephone 010-8455-3215

联系电话: 010-8455-3215

[Remark: wording for BMW China: BMW China purchase should decide whether it is applicable to the project.]

宝马 (中国)
汽车贸易有限公司
BMW China
Automotive Trading
Ltd.

地址
Postal Address
中国北京市朝阳区
东三环北路霞光里18号
佳程广场B座28层

16.2 All the prices under the Purchase Contract shall include taxes. Each Party shall pay the relevant taxes and surcharges in accordance with the then valid tax regulations.
采购合同项下的价款均应含税价。双方应当根据届时有效的税法规定各自缴纳相关税费。

17. BMW China's Tax Registration Information
宝马中国的税务登记信息

Company's name: BMW China Automotive Trading Ltd.
公司名称: 宝马(中国)汽车贸易有限公司

Tax Registration Number 911100007178598671
税务登记号: 911100007178598671

电话
Telephone +86 10-84558000

传真
Fax +86 10-84558028

地址: 中国北京市朝阳区东三环北路霞光里18号佳程广场B座28层



网址
Internet
www.bmw.com.cn

General Terms and Conditions for Purchase of Goods and Services
(Version 11/ 2016)

关于采购货物和服务的一般条款（2016 年 11 月版本）

List of Clauses 条款目录	Page 页码
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3. Execution of the Purchase Contract 采购合同的执行	3
4. Amendments and Supplements 修改与补充	8
5. Inspection and Acceptance 检查和验收	9
6. Deadline and Delay 期限和迟延	9
7. Power of Representation 授权	10
8. Price, Invoicing and Payment 价款、发票开具和付款	11
9. Taxes 税费	14
10. Duties, origin and export controls 关税、原产地和出口管制	15
11. Quality Warranty and Claim 质量保证和索赔	16
12. Property Rights, Intellectual Property Rights and Rights of Use 所有权、知识产权与使用权	17
13. Data protection 信息保护	19
14. Confidentiality and Advertising 保密与宣传	19
15. Environment Protection 环境保护	20
16. Social Responsibility 社会责任	20
17. Force Majeure 不可抗力	21
18. Default Liability and Insurance 违约责任与保险	21
19. Termination 合同终止与解除	22
20. Applicable Laws and Dispute Settlement 法律适用与争议解决	23
21. Miscellaneous 其他	24

Confirmed by affixing chops of the Parties 双方盖章确认

BMW China Automotive Trading Ltd. (chop) 宝马（中国）汽车贸易有限公司（盖章） 	Supplier: _____ (chop) 供应商: _____（盖章） 
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2.3	Unless otherwise agreed, the version of these GTC and STC(s) in force at the time of the contract conclusion shall be an integral part of the Purchase Contract. BMW China reserves the right to revise the current version of these GTC and STC(s), and issue new versions. BMW China shall deliver the revised version to the Supplier, and the Supplier shall confirm the contents or provide feedback in writing within 5 working days upon receiving it, otherwise it shall be regarded as the Supplier's acceptance of the revised version.	2.3	除非另有约定，本一般条款和特殊条款在采购合同订立时有效的版本应当成为采购合同的组成部分。宝马中国保留修改本一般条款和特殊条款时有效的版本并发布新版本的权力。宝马中国应当向供应商提供修改的版本，且供应商应当于收到后五个工作日内以书面方式确认其内容或提供反馈，否则应视为供应商已经接受了修改的版本。
2.4	Project's specific technical requirements, service standard, Goods' specifications and drawings, Project's implementation plans and other details of the Project shall be included in the Service Level Agreement or Technical Requirements. If no Service Level Agreement or Technical Requirements is prepared, technical requirements related contents provided in BMW China's request for quotation ("RFQ") and technical requirements related contents provided in the final quotation confirmed by both Parties or those contents provided in the Supplier's tender, bidding documents or proposal ("Supplier's Quotation") shall apply. If the technical requirements related contents provided in the final quotation confirmed by both Parties or Supplier's Quotation differ from the technical requirements related contents provided in BMW China's RFQ, these differences shall not be applied unless the Supplier has highlighted and pointed out the differences in a separate document annexed to its final quotation, obtained written prior consent from BMW China and included such differences in the Service Level Agreement or Technical Requirements.	2.4	关于项目的具体技术要求、服务标准、货物规格与图纸、项目实施计划和其他与项目相关的细节在《服务水平协议》或《技术要求》中明确。如果双方没有准备《服务水平协议》或《技术要求》，则应适用宝马中国发出的询价函（下称“询价函”）中包含的技术要求相关内容和双方确认的最终报价或供应商要约、投标文件或报价（下称“供应商报价”）中的技术要求或供应商报价中的双方确认的最终报价或供应商报价中的技术要求与询价函中约定的内容不同，则此等差异仅应在供应商通过一份附于最终报价的单独文件突出强调且明确指出、获得宝马中国事前书面许可、并在《服务水平协议》或《技术要求》中予以明确后方可适用。
2.5	These GTC and the applicable STC(s) shall apply to the Purchase Contract and all its appendices and amendments and supplements (if any).	2.5	本一般条款及适用的特殊条款应适用于采购合同及其所有附件、修订与补充协议（如有）。
3	Execution of the Purchase Contract	3.	采购合同的执行
3.1	The Supplier shall bear the overall responsibility for the Project, i.e. the Supplier shall be accountable to BMW China for the Project in all process stages for performing the Purchase Contract and with regard to all components of the Projects irrespective of whether the Supplier has used subcontractor directly or indirectly as part of its execution of the Purchase Contract.	3.1	供应商应对项目承担全部责任，即供应商应在履行采购合同的所有环节中对项目的各个方面向宝马中国负责，不论供应商是否已直接或间接使用了分包商作为其对采购合同执行的一部分。
3.2	The Supplier shall fully safeguard the interests, brands, and product image of BMW China, BMW Group and BMW dealers, fully perform the duties under the Purchase Contract, and make ultimate efforts to provide to BMW China the Goods/ Services agreed under the Purchase Contract with due diligence, high efficiency and sufficient conscientiousness.	3.2	供应商应充分维护宝马中国、宝马集团及宝马经销商的利益、品牌及产品形象，完全履行采购合同项下供应商的各项义务，并且尽最大努力谨慎、高效并充分地负责地向宝马中国提供采购合同约定的货物/服务。
3.3	The Supplier may direct or indirectly appoint a third party as its subcontractor only after the prior written consent of BMW China. This shall not prejudice any right of BMW China to claim against the Supplier for its overall responsibilities and liabilities for the Project as set out in Clause 3.1 hereof. The	3.3	仅在经宝马中国事先书面同意的情况下，供应商方可直接或间接聘用第三方作为分包商。该等聘用不得影响宝马中国就供应商依据本一般条款第3.1条应就项目所承担的全部义务和责任向其提

3.7	In the event of any government inspection/investigation to BMW China in relation to the Purchase Contract, the Supplier shall cooperate and support actively upon the request by BMW China.	3.7	如果发生任何针对宝马中国的与采购合同相关的政府检查、调查，供应商应根据宝马中国的要求积极配合和支持。
3.8	<p>The Supplier must appoint a project manager.</p> <p>(a) The project manager shall plan, coordinate and supervise all the aspects of the Project under the Order. He or she shall be the responsible contact person reporting to BMW China's project manager.</p> <p>(b) The Supplier's project manager shall upon request inform BMW China's project manager of the status of the Project at any time. To do this, he or she must provide an up to date report with the start and finish dates, level of completion and the status of each function. In the event of any emergency which may affect the performance of the Purchase Contract, the Supplier's project manager shall immediately (in any event not later than two hours after the emergency) report to BMW China's project manager.</p> <p>(c) The project manager may only be replaced by the Supplier for a material reason and after giving prior written notification to BMW China. If needed, BMW China may demand the replacement of the Supplier's project manager.</p>	3.8	<p>供应商必须指定一名项目经理。</p> <p>(a) 项目经理应当计划、协调和监督订单项下项目的所有方面。他/她应作为向宝马中国的项目经理汇报的负责联络人。如果宝马中国要求，供应商的项目经理必须随时将项目进展情况通知宝马中国的项目经理。为此，他/她必须提供包含起止时间、完成程度和每一功能/职能现状的最新报告。如发生任何可能影响采购合同履行的紧急情况，供应商的项目经理应立即（无论如何不迟于紧急情况发生后的两小时内）向宝马中国的项目经理进行报告。</p> <p>(c) 项目经理仅应基于重大原因且在事先书面通知宝马中国的情况下被供应商替换。如果必要，宝马中国可以要求替换供应商的项目经理。</p>
3.9	<p>Unless otherwise provided in the RFQ, the Supplier shall, without any additional payment, take all the measures that are necessary to achieve the underlying object of the Purchase Contract, even if they are not expressly set out in the Purchase Contract. These include in particular that:</p> <p>(a) the Supplier shall mark or label the Goods or deliverables of Services in the manner required by laws or regulations or as prescribed by BMW China;</p> <p>(b) the Supplier shall document all tests carried out in the course of executing the Purchase Contract and their results, reserve all the documents and data carriers concerning the deliveries/results with respect to the Goods/Services, and shall ensure that it is easily possible to assign said deliveries/results to specific Goods/Services. The Supplier shall keep the above documentation for a period of at least 10 years after the completion of the Project and shall, at the sole cost of the Supplier, supply it to BMW China on request, or offer it to BMW China before said documentation is destroyed, or destroy it and provide evidence acceptable to BMW China regarding the destruction of such item pursuant to the prior written instruction of BMW China;</p> <p>(c) the Supplier shall perform data-handling in accordance with the regulations of BMW China, including the maintenance of back-up for all data relevant to collection of fee with respect to the Goods/Services, e.g. records of staff's working time, and the effective protection of IT system against loss of data, if needed for the execution of the Purchase Contract, BMW China may provide tools, dies, documents, information, data (e.g. factual statements about products of BMW China and BMW Corporate Identity Programme for corporate identity and design requirement), die-plates, patterns, samples,</p>	3.9	<p>除非询价函中另有规定，供应商应当采取一切必要措施达到采购合同的预期目标且不收取任何额外费用，即使该等目标并未明确规定于采购合同中。该等措施特别包括：</p> <p>(a) 供应商应当按照法律法规规定或宝马中国要求的方式对货物或服务的交付物进行标注或标记；</p> <p>(b) 供应商应当记录执行采购合同时所做的一切测试及其结果、保存与货物/服务相关的涉及交货情况/结果的所有文件和数据载体，并且应当确保前述交货情况/结果易于与具体的货物/服务相对应。供应商应自项目完成后保留前述资料至少10年，且应根据要求将其提供给宝马中国，或者根据宝马中国事先书面指令将其销毁并提供宝马中国可接受的销毁证据，就所有上述活动供应商应向宝马中国收取任何费用；</p> <p>(c) 供应商应按宝马中国的规定进行数据处理，包括对所有与收取货物/服务相关费用的数据（例如员工的工作时间记录）进行维护备份，以及对IT系统进行有效的保护以防止数据丢失；</p> <p>(d) 为履行采购合同的需要，宝马中国可向供应商提供工具、模具、文件、信息、数据（例如为企业形象和设计要求提供的宝马中国产品的事实描述和宝马企业形象准则）、模板、图形、样品、图纸和/或其他材料（以下统称为“文件/物</p>

<p>Contract (collectively the “Supplier Personnel”). If any of the Supplier Personnel causes any loss to BMW China by his/her negligent or intentional action/inaction, BMW China is entitled to claim for damages against the Supplier directly. The Supplier shall keep BMW China harmless from and fully indemnified for the damages so incurred.</p>	
<p>3.13 If any employee, director, officer or shareholder of the Supplier has any relative relationship, commercial interest relationship or other affiliate relationship (the “Affiliate Relationship”) with BMW China or any of its employees, officers or directors of BMW China, or any employee, director, officer or shareholder of the Supplier has any Affiliate Relationship with BMW China’s other suppliers or their personnel, and the Affiliate Relationship might affect the impartiality of business relationship between BMW China and the Supplier, or BMW China and other suppliers, and/or the interest of BMW China, the Supplier shall promptly inform BMW China of such relationship in, provided that such relationship is identifiable with due care of general businessmen, and BMW China shall have the right to request the Supplier not to involve or suspend its involvement in the related transactions. If BMW China raises specific requests on the form and contents for the disclosure of the Affiliate Relationship to the Supplier, the Supplier shall meet such requests.</p>	<p>3.13 如果供应商的任何雇员、董事、管理人员或股东与宝马中国或其任何雇员、管理人員或董事存在亲属关系、商业利益关系或其它关联关系（下称“关联关系”），或者供应商的任何雇员、董事、管理人員或股东与宝马中国的其他供应商或其相关人員之间存在前述关联关系，并且该等关联关系可能会影响宝马中国与供应商之间的、或关系的公平性和/或宝马中国的利益，则供应商应在通过一般商人的正常商业谨慎就可以发现的范围内，将此种关系及时书面通知宝马中国，宝马中国有权要求供应商不参与或暂缓参与关联交易。如果宝马中国对披露前述关联关系向供应商提出形式和内容方面的特定要求，供应商应按照宝马中国的要求进行披露。</p>
<p>3.14 The Purchase Contract entered into by and between BMW China and the Supplier does not by any means establish any employment relationship between BMW China and the Supplier Personnel. The Supplier Personnel may not work as a member of BMW China team. They may however act as the consultants to a BMW China team if their work with regard to the provision of Goods/Services or the Project consists in guiding the BMW China team (i.e., guiding and management function).</p>	<p>3.14 供应商与宝马中国之间签署采购合同不应以任何方式被理解为在宝马中国与供应商人員之间建立劳动关系。供应商人員不得作为宝马中国团队的成員工作。但是如果其与货物/服务或项目相关的工作包括为宝马中国团队提供指导（即指导和管理职能），则相关供应商人員可以作为团队的顾问。</p>
<p>3.15 The Supplier Personnel are not entitled to use or claim benefits or facilities provided by BMW China, including but not limited to:</p> <ul style="list-style-type: none"> - company doctor and medical service (with the exception of accident care) - use of company cars and shuttles - subsidized catering - working garments provided free of charge or at a reduced price - participation in the BMW China Associate Improvements Suggestion Scheme - business cards/personal stationery etc. <p>Any and all exceptions to this rule as specified in the previous paragraph of this Clause 3.15 (e.g. subsidized catering and canteen service and shuttle service) must be agreed by prior written agreements.</p>	<p>3.15 供应商人員无权使用或主张宝马中国提供的福利和设施，包括但不限于：</p> <ul style="list-style-type: none"> - 公司医生和医疗服务（事故处理除外） - 公司车辆和通勤车/班车 - 受补助的餐食 - 免费或折价工作服 - 参加宝马中国員工改进建议计划 - 名片/个人文具等 <p>本第3.15条前款规定（如补助餐食和餐厅服务以及通勤车服务）的任何例外均须通过双方书面协议约定。</p>

<p>Supplier. This shall particularly apply to amendments and supplements to the Project which are required for technical reasons, as a result of official requirements or to meet the deadlines or cost targets. The Supplier undertakes to check such amendments and supplements without delay to ensure they are technically feasible and their impacts on quality, deadlines and costs and to notify BMW China of the results in writing. The Supplier also undertakes to suggest amendments or supplements to BMW China which it regards as necessary or expedient to ensure the successful fulfilment of the Purchase Contract and to execute said amendments or supplements after receiving written consent from BMW China.</p>	<p>要求的、或为实现截止期限或费用目标而导致的对项目基于技术原因而进行的修改或补充。供应商有义务及时对该等修改或补充进行检查，以确保其在技术上可行，并且检查其对质量、期限和费用的影响，并将结果书面通知宝马中国。就其认为成功履行采购合同所必需或有利的任何修改与补充，供应商承诺将向宝马中国提出建议，并在得到宝马中国的书面同意后实施该等修改与补充。</p>
<p>4.2 If an amendment results in an increase or reduction in costs and/or a deadline extension, the Supplier undertakes to point this out at the same time as providing its amendment suggestion or immediately after receiving the amendment request from BMW China and to submit an appropriate supplementary quotation. The amendment shall be made on the basis of a written agreement which contains details of the payment of additional costs or the refund of prepaid costs and the timetable for the work.</p>	<p>4.2 如果一项修改导致成本增加或减少和/或期限延长，供应商有义务在提交其修改建议的同时或在收到宝马中国的修改要求后立即指出上述情况，并且有义务提交相应修订后的报价。变更应该以书面协议的形式做出，该协议应该就额外成本的补偿或成本减少部分的退还及日程安排做出明确约定。</p>
<p>4.3 If an amendment means that the Supplier must provide additional Goods/Services which are not included in the Purchase Contract, the Supplier shall only be entitled to the additional Price insofar as it has been agreed prior to the execution of the additional work for such Goods and Services. The additional Price shall be determined in accordance with the basis for calculating the Price for the Goods/Services provided for in the Purchase Contract and according to the special costs of the additional Goods/Services required.</p>	<p>4.3 如果一项变更需要供应商进一步提供采购合同中未规定的货物/服务，只有在双方在该等额外工作实施之前对所需额外支付的价款达成一致的情况下，供应商才有权取得该等额外价款。额外价款的数额应按照采购合同约定的货物/服务的定价依据和需要额外提供的货物/服务的具体成本决定。</p>
<p>5 Inspection and Acceptance</p>	<p>5. 检查和验收</p>
<p>5.1 Unless otherwise provided in the Main Contract, after the whole Project as stipulated in the Purchase Contract has been completed, the Supplier shall submit a written confirmation on readiness for acceptance and handover all documentations associated with the Purchase Contract. BMW China shall undertake the inspection and acceptance upon receiving the aforesaid confirmation and documentations. If the inspection of Goods/Services provided by the Supplier requires any commissioning, the inspection and acceptance shall not be conducted until the commissioning has been successfully concluded.</p>	<p>5.1 除非主合同另有规定，采购合同约定的项目全部完成后，供应商应当向宝马中国提交准备就绪可以验收的书面确认，并将与采购合同相关的所有文件交付给宝马中国。宝马中国应在收到前述确认及文件后及时启动验收程序。如果检查供应商提供的货物/服务需要试运行，则检查和验收程序直至上述试运行成功结束后方可进行。</p>
<p>5.2 The acceptance of the Project shall be recorded in writing. The acceptance procedure shall not be completed until the Supplier has removed all the defects as provided in Clause 11 that have been found during the acceptance test. The removal of defects must be performed by the Supplier within a reasonable period and, at the latest, before the deadline set by BMW China.</p>	<p>5.2 对项目的验收应有书面记录。只有在验收测试中发现的本合同条款第11条约定的瑕疵被供应商全部消除后，验收方可完成。供应商应在合理的期限内尽快消除前述瑕疵，最晚不超过宝马中国规定的截止期限。</p>

7.1	The Supplier shall not represent BMW China in transactions unless BMW China's prior written authorization letter is obtained. The scope and term of the written authorization must be clarified explicitly in the authorization letter. The Supplier shall be fully responsible for any action or inaction of the Supplier Personnel that is beyond the scope and term of authorization.	7.1	除非得到宝马中国的书面授权，供应商不得在任何交易中代表宝马中国。书面授权应明确说明授权的范围和期限。供应商应当对供应商人员超越授权范围和期限的任何作为和不作为承担全部责任。
7.2	However, the Supplier shall be entitled to take action required to complete the ordered works or provide Goods/Services as set out in the Purchase Contract and to ensure that the Project can be conducted correctly and which shall not have any negative effects of a qualitative, deadline or financial nature for BMW China. This shall also apply to the declarations which are materially necessary for the coordination and monitoring of the execution of the Purchase Contract.		然而，供应商有权采取完成采购合同规定的工作或提供货物/服务和为确保项目得到正确实施所必须的措施，但不得对宝马中国造成质量、期限或财务方面的负面影响。前述规定也适用于对执行采购合同的协调和监控来说实质上的声明。
7.2	The Supplier acknowledges that any third parties, whom BMW China entrusts with planning and/or monitoring tasks, do not have any authority to represent BMW China in giving any notification, direction or instruction that BMW China is entitled to grant under the Purchase Contract. They particularly do not have the right to extend performance deadlines or to legally acknowledge invoice sums, Price, management time, quantity surveys or suchlike.	7.2	供应商了解：宝马中国委托的执行计划和/或监控任务的任何第三方均无权代表宝马中国做出任何其在采购合同项下有权发出的通知、指令或指示。特别是，该第三方无权延长订单执行的截止期限，亦无权认可发票金额、价款、管理工时、工作量统计或类似事项。
7.3	BMW China has the right, but not the obligation, on behalf of the Supplier to accept deliverables from a third party in the Supplier's absence upon prior consent of the Supplier; however, BMW China shall not be liable for the completeness and correctness of the deliveries even if BMW China has acknowledged the receipt in writing. The Supplier shall bear all of the risks associated with the deliverables.	7.3	宝马中国有权，但没有义务，在供应商缺席的情况下经供应商事先同意代表供应商接受第三方的交付物，但是宝马中国不对该交付物的完整性和准确性负责，即使其已书面签收。供应商应承担与交付物相关的所有风险。
7.4	If needed for fulfilling the Purchase Contract, the Supplier must obtain any third-party permit or authorization at its own cost, and must provide BMW China with proof thereof. In this regard, the Supplier shall fully indemnify BMW China for any claims for damages as well as any contractual or statutory claims by third parties.	7.4	如果履行采购合同需要，供应商应自负费用取得第三方许可或授权，并且应向宝马中国出示相关证明。供应商应就第三方提出的任何与此相关的索赔主张及其基于合同约定或法律规定的主张对宝马中国造成的损失进行全额赔偿。
8	Price, Invoicing and Payment	8.	价款、发票和付款
8.1	Unless otherwise agreed in the Main Contract, all the price under the Purchase Contract shall be fixed prices inclusive of any statutory payable value-added tax and all additional costs such as transportation and installation costs, travel and lodging costs, surcharges, etc. (herein referred to as the "Price"). The Price shall maintain unchanged until all of the Project to be rendered under the Purchase Contract has been completed. Hospitality / entertainment expenses will not be reimbursed by BMW China.	8.1	除非主合同另有约定，采购合同项下的价格是固定价格，且已经包含法定应付的增值税及所有额外成本如交通费、安装费、差旅费及附加费等（以下统称为“价款”）。价款在采购合同项下的项目履行完毕之前保持不变。宝马中国不承担招待/娱乐费用。
8.2	Unless otherwise agreed in writing, the Price shall not be paid until the completion of the Project and the acceptance of the Goods/Services in accordance with the Purchase Contract, or if provided in the Main Contract that the Goods/Services will	8.2	除非双方另有书面约定，宝马中国在供应商按照采购合同约定完成项目以及货物/服务通过验收之前没有义务支付价款。如果主合同规定货物/服务分不同阶

<p>following details on its invoice, otherwise the invoice will be rejected by BMW China:</p> <ul style="list-style-type: none"> - Complete name and address of the Overseas Supplier and BMW China - BMW China supplier / vendor code - Order number - SAP GR No. - Invoice issue date - Trade description of the Goods/Services - Quantity - Amount - Swift code - International Bank Account Number or Bank Account Number - Signature or company stamp - Other information required by the PRC tax regulations, as amended from time to time 	<ul style="list-style-type: none"> - 境外供应商及宝马中国的全称及地址 - 宝马中国的供应商编号 - 订单号 - 收货号 - 发票开具日期 - 对货物/服务的描述 - 数量 - 金额 - 国际电联代码 - IBAN号或银行账号 - 签字或公司盖章 - 不时修订的中国税法所要求的其他信息
<p>8.5 In the event any third party is engaged by the Supplier as its subcontractor with prior written consent from BMW China, the Supplier shall claim from BMW China the third party expense in its net value (i.e., excluding any taxes, in particular VAT payable by such subcontractor) of aforementioned subcontractor. BMW China will only be liable for the value-added tax payable by the Supplier directly for the service provided under the Purchase Contract with the pre-condition that the Supplier provides to BMW China a valid and compliant tax invoice.</p>	<p>8.5 经宝马中国事先书面同意, 供应商聘用第三方作为其分包商的, 供应商应仅就该分包商的费用净值 (不含该分包商应缴纳的 any 税费尤其是增值稅费) 向宝马中国主张第三方费用。宝马中国仅承担供应商依据采购合同提供服务直接产生的增值稅, 前提是供应商已向宝马中国提供有效且合规的稅务发票。</p>
<p>8.6 If BMW China demands the provision of a bank guarantee, the Supplier shall provide it within the time limit as requested by BMW China. The Supplier shall apply to its bank with BMW China's template for issuing a bank guarantee, which shall cover any claim for indemnification or allegation which can be made by BMW China under the Purchase Contract. Any change to BMW China's bank guarantee (template) shall obtain BMW China's written consent in advance.</p> <p>If any advance payment is agreed by BMW China, it shall only be made conditional upon the receipt of an advance payment bank guarantee provided by the Supplier.</p> <p>BMW China's claim of rights under a bank guarantee will not affect its right to claim for indemnification of damages afterwards.</p>	<p>8.6 如宝马中国要求供应商提供保函, 供应商应当于宝马中国要求的期限内提供。中国供应商应当向其开户行申请按照宝马中国提供的保函模板开具保函, 以涵盖宝马中国根据采购合同可能提出的任何损害賠償请求或主张。任何对宝马中国保函模板的修改均应获得宝马中国的事先书面同意。</p> <p>如双方约定由宝马中国支付预付款, 则须以收到供应商提供的银行预付款担保函为前提条件。</p> <p>宝马中国主张保函项下的权利并不影响其后续的索賠权利。</p>
<p>8.7 BMW China may, at any time up until the expiry of two years after the final payment, demand the Supplier presenting the original vouchers. This provision shall endure beyond the termination of this Purchase Contract.</p>	<p>8.7 宝马中国可以在支付最后一笔款项后的两年之内的任何时间要求供应商提供原始发票或收據凭証。此条款在采购合同终止/解除后仍然有效。</p>
<p>8.8 During the term of the Purchase Contract and two years after its termination, BMW China may audit all BMW China related account of the Supplier at any time with 5 working days prior written notice. For the purpose of carrying out the audit, the Supplier shall provide BMW China with all related</p>	<p>8.8 采购合同期间及终止后两年之内, 宝马中国可随时对供应商的所有与宝马中国有关的帐目进行审计, 但应提前5个工作日发出书面通知。为进行该等审计, 供应商应向宝马中国提供全部真实有效</p>

<p>The Supplier shall meet all its certification, information and documentation obligations and other duties required for the application of reduced tax rates or exemptions under the applicable double taxation agreements or other regulations.</p>	<p>证、信息和文件方面的所有义务和责任。</p>
<p>9.4 The Supplier shall pay all taxes which the Supplier incurs in PRC or elsewhere due to the purchase, consumption or production of goods or for the use of services or from business trips by its own employees, which are required for the provision of the Goods/Services. These taxes have been covered as costs by the Price provided in the Main Contract. The Supplier may at its own cost claim for the reimbursement, deduction or repayment of these taxes in PRC or elsewhere. The Supplier shall not invoice BMW China with these taxes separately as far as they are not so expressly provided in the Purchase Contract.</p>	<p>9.4 供应商应当支付其在中国或其他地区因采购、消耗、生产货物、使用服务或其雇员为提供货物/服务而进行必要的差旅所发生的税费。该等税费作为费用已经包含在主合同中约定的价款中。供应商可以自负费用申请该等税款在中国或其他地区的补偿、减少或返还。只要采购合同中未明确规定，供应商不应就前述税款向宝马中国单独开具发票。</p>
<p>10 Duties, origin and export controls</p>	<p>10. 关税、原产地和出口管制</p>
<p>10.1 The Supplier shall comply with all applicable laws and regulations related to duties and export controls (including US and locally applicable export control law) and all the requirements related to the security of the supply chain.</p>	<p>10.1 供应商应当遵守与关税和出口管制相关的法律法规（包括美国以及当地适用的出口管制法）以及与供应链安全相关的一切要求。</p>
<p>10.2 At the request of BMW China, the Supplier undertakes to provide all the required documents to support BMW China during official investigations related to duties and export controls and to use similar caution in its dealings with its business partners.</p>	<p>10.2 根据宝马中国的要求，供应商承诺在政府关税和出口管制相关调查中提供一切需要的文件支持宝马中国，并在与其商业伙伴交易时尽到类似的注意。</p>
<p>10.3 BMW China shall be entitled to reject the Goods/Services from the Supplier if the Supplier breaches regulations set out in Clause 10.1 hereof, and this would make the execution of the Purchase Contract by BMW China a breach of the law. This same shall apply, notwithstanding an infringement by the Supplier, if the execution of the Purchase Contract by BMW China would constitute a breach of the regulations set out in Clause 10.1. In these cases the Supplier agrees to waive its right to any compensation or other claims relating to the justified exercise of its right to withhold performance on the part of BMW China.</p>	<p>10.3 如果供应商违反本一般条款第10.1条的规定，并因此导致宝马中国签署采购合同的行为违法，宝马中国有权拒收货物/服务。如果宝马中国签署采购合同构成对第10.1条规定的违反，即使构成对供应商违约，前述规定也应适用。在前述情况下，供应商同意放弃主张与其正当行使要求宝马中国停止履行的权利相关的任何赔偿或其他请求的权利。</p>
<p>10.4 The Supplier must notify BMW China of possible export restrictions relating to the Goods/Service to be provided which are applicable in the country of production and/or shipment. The Supplier must notify BMW China if the Goods especially production equipment are subject to an export/re-export license under US law. If the Supplier is based in the European Union, it must notify BMW China of existing license requirements for dual use goods and armaments pursuant to European export restrictions and their implementations in national law. The Supplier must also notify BMW China of the relevant classification number (for example the ECCN Export Control Classification Number for US products, the “AL number” of goods included on the German exports list or in the EC Dual Use Directive, etc.) and of the possible license</p>	<p>10.4 供应商应当告知宝马中国与应当提供的货物/服务相关的、在生产国和/或装运国适用的可能发生的出口管制。供应商必须告知宝马中国其供应的货物尤其是生产设备是否受到美国法关于出口/再出口许可的管制。如果供应商位于欧盟，则必须告知宝马中国对关于军民两用的物资和武器是否存在欧盟出口管制下的许可要求及其在国内法项下的适用。供应商还应当告知宝马中国相关的分类号码（例如美国货物的ECCN出口管制分类号码，德国出口清单上或欧盟军民双重用途指令中的货物“AL”号码”等），以</p>

<p>11.3 For clarity, “defects” provided in Clause 11.1 and 11.2 refer to any of the following circumstances:</p> <p>(a) If the quality and/or the specifications of the Goods/Services is found not in conformity with the contracted stipulations; or</p> <p>(b) If the Goods/Services are defective for any reasons, including latent defect or the use of unsuitable materials.</p>	<p>11.3 为明确起见, 第11.1条和第11.2条规定的“瑕疵”系指以下两种情况之一:</p> <p>(a) 货物/服务的质量和/或规格与约定不符; 或者</p> <p>(b) 货物/服务因任何原因存在瑕疵 (包括潜在瑕疵或使用不当的材料)。</p>
<p>11.4 Whenever receiving a claim form BMW China, the Supplier shall reply within 10 days, otherwise the claim shall be regarded as accepted.</p>	<p>11.4 如果供应商应在收到宝马中国提出任何索赔后10天内作出答复, 否则视为供应商已接受此等索赔。</p>
<p>11.5 In case the Supplier is liable for the defects and a claim is made by BMW China according to Clause 11 hereof, BMW China shall be entitled to avail itself of the following remedies at its discretion, whether or not any part of the Goods/Services have been accepted:</p> <p>(a) Request the Supplier to rectify the defect at the Supplier's expenses on time. If the Supplier is late with this, BMW China can rectify the defect by itself or engage the third party for the rectification and demand compensation for the costs incurred by this.</p> <p>(b) Request the Supplier to replace the defective Goods with new ones within the period as provided in BMW China's written request, which conform to the specifications, quality and performances as stipulated in the Purchase Contract, and bear all expenses incurred to and direct losses sustained by BMW China. The Supplier shall, at the same time, guarantee the quality of the replacement Goods for a further warranty period as specified in Clause 11 of these GTC. If the Supplier fails to replace the defective Goods with those in compliance with the Purchase Contract within the aforesaid period, BMW China is entitled to engage a third party to repair the defective Goods or to purchase replacement Goods from other suppliers. Any cost incurred from such repair or replacement shall be compensated by the Supplier to the BMW China.</p> <p>(c) Request the Supplier to devalue the Goods/Services according to the degree of the inferiority, extent of damage and amount of losses suffered by BMW China.</p> <p>(d) Rejects the Goods/Services (in whole or in part) and returns them to the Supplier. The Supplier shall agree to the rejection of the Goods/Services, refund BMW China the value of the Goods/Services so rejected in the same currency as provided in the Purchase Contract, and bear all risk and direct losses and expenses in connection therewith including interest accrued, banking charges, freight, insurance premium, inspection charges, storage, stevedore charges and all other necessary expenses required for the custody and protection of the rejected Goods/Services.</p> <p>(e) Fully or partially terminate the Main Contract.</p>	<p>11.5 如果供应商为瑕疵负有责任且宝马中国根据本一般条款第11条提出索赔, 无论宝马中国是否已经验收了货物/服务的任何部分, 宝马中国都有权自主决定行使下列救济中的任意一项或几项:</p> <p>(a) 要求供应商及时自付费用修正瑕疵。如果供应商发生迟延, 宝马中国可自行或聘请第三方修正瑕疵并要求供应商赔偿由此产生的费用。</p> <p>(b) 要求供应商在宝马中国书面要求中规定的期限内, 以符合采购合同中规定的技术规格、质量和性能要求的新货物替换有瑕疵货物, 并承担宝马中国由此发生的一切费用和遭受的一切直接损失。供应商应同时在本一般条款第11条所规定的保修期间内保证替换货物的质量。如果供应商未能在上述期限内更换符合方同要求的货物, 宝马中国有权请第三方购买替换货物。因此发生的修理或替换费用应由供应商赔偿给宝马中国。</p> <p>(c) 要求供应商按照质量低劣的程度、损害的程度和宝马中国所遭受的损失的对货物/服务加以折价。</p> <p>(d) 拒收全部或部分货物/服务, 将货物/服务退还供应商。供应商应对宝马中国拒绝接受货物/服务加以认可, 以采购合同中约定的相同货币将被拒绝接受的货物/服务的价值退还宝马中国, 并承担与之相关的一切风险和直接损失及费用, 包括利息、银行收费、运费、保险费、检验费、存储费、搬运费及保管和保护被拒绝接受的货物/服务所需的所有其他必要费用。</p> <p>(e) 全部或部分解除主合同。</p>
<p>12 Property Rights, Intellectual Property Rights and Rights of Use</p> <p>12.1 All documents, tools or other materials which are made available to the Supplier by BMW China are BMW China's properties (i.e. whose property rights remain with BMW China). Goods or Service deliverables procured by the</p>	<p>12. 所有权、知识产权与使用权</p> <p>12.1 在采购合同范围内宝马中国提供给供应商的全部文件、工具或其他材料系宝马中国财产 (即: 其所有权一直属于宝马中国)。供应商为宝马中国从第三方采</p>

<p>intellectual property rights by third parties which could preclude or impair BMW China's use of said Goods/Services.</p> <p>The Supplier shall indemnify BMW China and its agents, employees, officers, subsidiaries, affiliates and assignees for and hold them harmless from any and all third-party claims and/or related damages in respect of the above intellectual property rights and proprietary user rights, including the claims of any right of authorship which may be asserted against BMW China, its agents, employees, officers, subsidiaries, affiliates and assignees because of the use of the Goods/Services rendered by the Supplier. In dealing with the above claims and damages, the Supplier shall, to the extent allowed by applicable laws, initiate or participate in any necessary/legal procedures in its own name and at its own cost. This is without prejudice to BMW China's right to claim for damages and to rescind the Main Contract in accordance with the statutory provisions.</p>	<p>的、并可能排除或限制宝马中国使用该等货物/服务的第三方知识产权主张。</p> <p>对于任何第三方就上述知识产权及专有权向宝马中国及宝马中国的代理人、员工、管理人员、子公司、关联公司以及受让人提起的任何主张，包括因为其使用供应商提供的货物/服务而向其提出的任何作者权，供应商应对宝马中国及宝马中国的代理人、员工、管理人员、子公司、关联公司及受让人因此遭受的损失予以赔偿，并使其免受损害。在处理上述主张或损害时，供应商应在适用法律允许的范围以内其自身名义并自负费用发起或参加任何必要的法律程序。上述法律程序不影响宝马中国根据法律规定主张损害赔偿和解除主合同的权利。</p>
<p>12.5 Unless otherwise provided in the Main Contract, the intellectual property rights that have been lawfully obtained by the Supplier before the execution of the Purchase Contract ("Background Rights") shall remain with the Supplier. In case any Goods/Services or Projects contain any Background Rights, BMW China shall have a non-exclusive and non-transferrable right to use such Background Rights (related costs has been included in the Price under the Main Contract), without any restrictions with regard to time, content, territory, form of storage or manner of use (including those saved in electronic media such as CD-ROM or as an on-line version etc.).</p> <p>In case that the Background Rights involves any intellectual-property rights owned by any third parties, the Supplier is obligated to, prior to the execution of the Purchase Contract, inform BMW China in writing form of the extent to which the Supplier is restricted in its use of said Background Rights.</p>	<p>12.5 除双方在主合同中另有约定外，在采购合同订立前供应商已经合法取得的知识产权（下称“背景知识产权”）仍归供应商所有。如货物/服务或项目含有任何背景知识产权，宝马中国对背景知识产权享有非独占的和不可转让的使用权（相关的使用费已在主合同中约定的价款中包含），在时间、内容、地域、存储介质或使用方式（包括那些存储在光盘等电子媒介或存储为在线版本等的的内容）等方面均不受任何限制。</p> <p>如背景知识产权涉及第三方知识产权，供应商应在采购合同订立前将其在使用该等背景知识产权中受到限制的程度和范围书面告知宝马中国。</p>
<p>13 Data protection</p> <p>13.1 The Supplier shall ensure that all persons entrusted for the performance of the Purchase Contract will observe the statutory provisions on data protection and that they will not pass on to any third parties or exploit it in any other way which has not been provided in the Purchase Contract. Any obligation to maintain data secrecy required under private data protection law must be imposed on said personnel before they start their work, which must be evidenced to BMW China upon request. BMW China shall have the right to early terminate the Main Contract immediately if it deems that the information of its customer becomes unsafe or any right of its customer is affected due to the service provided by the Supplier under the Purchase Contract.</p> <p>13.2 If the Supplier processes personal data during the provision of the works or service, it undertakes to conclude an agreement</p>	<p>13. 信息保护</p> <p>13.1 供应商应保证所有接受其委托以履行采购合同的人员均应遵守关于信息保护的法律规定，并且该等人员不会将其在履行合同期间获知的任何个人信息转交第三方或以采购合同未约定的其它方式加以利用。供应商必须在前述人员开始工作之前令其负有依据个人信息保护法律的要求对个人信息进行保密的所有义务，并且经宝马中国要求，供应商必须提供相关证明。如果宝马中国认为其客户的信息处于不安全状态或其客户的权利因供应商根据采购合同提供的服务受到影响，则宝马中国有权立即解除主合同。</p> <p>13.2 如果供应商在提供劳务或服务期间对任何个人信息进行处理，供应商承诺按照</p>

<p>political affiliation, veteran status, or other characteristics protected by local law</p> <p>(e) Compliance with occupational health and safety standards</p> <p>(f) Protection from individual arbitrary personnel measures</p> <p>(g) Maintenance of employability by basic and advanced training</p> <p>(h) Maintenance of adequate social working conditions</p> <p>(i) Provision of conditions that enable employees to enjoy a reasonable standard of living</p> <p>(j) Remuneration, which permits employees to secure their livelihoods including their social and cultural participation (living wage)</p> <p>(k) Implementation of equal opportunities and family-friendly policies</p> <p>(l) The protection of indigenous rights</p> <p>(m) Ban on bribery and blackmail</p> <p>(n) Compliance with current laws and regulations.</p> <p>In view thereof, Supplier shall take adequate measures in order to prevent corruption offences within its company.</p>	<p>向、国籍、婚姻状况、政治派别、退伍军人身份或其他受到地方法律保护的特征而歧视</p> <p>(e) 遵守职业健康和安全标准</p> <p>(f) 保护员工免受中断的人事管理措施</p> <p>(g) 为员工提供基本的和高级的培训</p> <p>(h) 维持充足的社会工作条件</p> <p>(i) 提供必要条件使员工享受合理的生活水平</p> <p>(j) 使员工获得允许其保证生计（包括社会生活和文化生活）的报酬（最低生活工资）</p> <p>(k) 实现机会均等和家庭友好的政策</p> <p>(l) 保护原住民权利</p> <p>(m) 禁止贿赂和勒索</p> <p>(n) 遵守现行法律法规</p> <p>有鉴于此，供应商应采取适当措施避免其公司内部出现贪污腐败。</p>
<p>16.2 It shall be the Supplier's responsibility to cause all and any of its subcontractors to act according to the regulations of this Clause 16.</p>	<p>16.2 供应商有责任促使其所有分包商按照本第16条的规定行事。</p>
<p>17 Force Majeure</p> <p>17.1 If any Party is prevented from executing this Purchase Contract by force majeure, that Party shall not be held liable for the non-execution of its obligations. The force majeure events shall include but not limited to fire, typhoon, flood, earthquake or other natural disasters, explosion, strike, change of law or policy, embargo or other events beyond any Party's reasonable control or foreseeability.</p>	<p>17. 不可抗力</p> <p>17.1 如任何一方因受不可抗力影响而无法履行采购合同，该方对其无法履行义务的行为不承担责任。不可抗力事件包括火灾、台风、洪水、地震或其他自然灾害、爆炸、罢工、法律或政策的改变、禁运或其他超出任何一方合理控制或预见能力范围的事件。</p>
<p>17.2 However, the Party prevented by the force majeure shall advise the other Party of such occurrence by fax within three days of this kind of incident. And the prevented Party shall furnish a certificate issued by the Chamber of Commerce at the locality of occurrence or other appropriate proof of the occurrence of such force majeure event latest within 14 days of this incident to prove that such occurrence really happened, one by fax and one original by registered express mail. Under such circumstances, however, the prevented Party is still under the obligation to take all necessary measures to overcome such incident. In case the accident lasts for more than two months, any Party shall have the right to terminate the Purchase Contract to the effect that the obligations of the Parties not due under the Main Contract need no longer to be further performed.</p>	<p>17.2 然而，受不可抗力影响的一方应在事件发生的三日以内以传真的形式向另一方通知该等事件的发生，并应在不可抗力事件发生的14日内提供事件发生当地的商会颁发的证明或其它可以证明该等事件确实发生的适当文件以证明该等事件确实发生，并将该证明以传真形式并将其原件以挂号快递邮件的形式寄送给另一方。然而在此情况下，受不可抗力影响的一方依旧有义务采取所有必要措施克服不可抗力事件的影响。如果不可抗力事件持续超过两个月，任何一方均有权解除主合同，双方在采购合同项下尚未到履行期的义务无需继续履行。</p>
<p>18 Default Liability and Insurance</p> <p>18.1 Unless otherwise provided in writing by the Parties, in the event of any breach by the Supplier of its representations and warranties, or in the event of failure to perform any duty by the Supplier and/or Supplier Personnel, BMW China shall be</p>	<p>18. 违约责任与保险</p> <p>18.1 除非双方另有书面规定，如供应商违反采购合同中约定的陈述与保证，或供应商和/或供应商人员未履行其在采购合同中约定的义务，宝马中国有权采取包括但不限于下列措施：</p>

19.1	In the event that any of the following circumstances occur, the Main Contract shall be terminated: (a) The term provided in the Main Contract expires; (b) The accumulated total Price reaches BMW China's target total value as specified in the Main Contract; (c) Other circumstances as set out by laws and regulations.	19.1 如出现下列任一情形, 主合同终止: (a) 主合同中约定的合同期限届满; (b) 累计的采购价款已达到主合同中约定总采购价款; (c) 法律法规规定的其它合同终止情形。
19.2	BMW China shall be entitled to early terminate the entire Main Contract or parts thereof based on the terms of the Purchase Contract and the relevant provisions of laws.	19.2 宝马中国有权依据采购合同项下相关条款的约定及相关法律法规的规定全部或部分解除主合同。
19.3	In addition to the provisions as set out in these GTC, BMW China shall have the right to early terminate the Main Contract immediately if any of the following circumstances occurs: (a) The Supplier or a subcontractor directly or indirectly engaged by it fails to comply with or breaches a relevant legal regulation and BMW China can therefore not be reasonably expected to continue with the collaboration taking into account all the circumstances and the interests of both Parties; (b) The Supplier has offered, promised or given benefits to a company representative (in particular a BMW China employee) or an official which could be designed to have an undue influence on this person in relation to the negotiation, decision or execution of the Purchase Contract; (c) The Supplier fails to inform BMW China of the Affiliate Relationship in accordance with Clause 3.13 herein; (d) The Supplier becomes insolvent, ceases to make payments or if a petition is filed for the opening of insolvency proceedings or of court winding-up proceedings over the assets of the Supplier or its sole majority shareholder. For the circumstances provided in item (a) to (c) of this Clause 19.3, BMW China shall have the right to claim default penalties and compensation according to Clause 18.1 hereof.	19.3 除本一般条款其它条款已有约定的情形外, 如出现以下任何一种情形, 宝马中国有权立即解除主合同: (a) 供应商或其直接或间接委任的分包商未能遵守或者违反了某一法律规定, 导致宝马中国在考虑所有情形和双方利益后合理认为无法继续合作; (b) 供应商向某一公司代表 (特别是宝马中国雇员) 或官员提供、承诺或授予了可能对此人在采购合同的谈判、决策和执行方面产生不正当影响的利益; (c) 供应商未能依据本一般条款第3.13条的约定将相关人员的关联关系通知宝马中国; (d) 供应商无力偿还债务、中止付款、或已经被申请开始针对供应商或其单一大股东的资产进行的破产清算程序或法院主持的解散清算程序。 对于本第19.3条 (a) 项至 (c) 中约定的情形, 宝马中国有权依据本一般条款第18.1条的约定向供应商主张违约金及相关违约赔偿。
19.4	If the Supplier is responsible for the grounds of the termination, BMW China shall only pay for such Goods/Services that have been rendered up until then in accordance with the Purchase Contract and have been evidenced to be complete in themselves, to the extent that BMW China can make use of said Goods/Services. This shall be without prejudice to any claims for penalties or damages by BMW China. BMW China shall not be liable to compensate the Supplier for BMW China's exercising of the termination right.	19.4 如果供应商对合同解除负有责任, 则宝马中国仅需对届时已经依据采购合同提供、其自身的完整性已经得到证明并且宝马中国可以使用的货物/服务支付价款。宝马中国主张违约金和损害赔偿的权利不受影响, 且宝马中国无需因行使合同解除权利而向供应商承担任何赔偿义务。
19.5	If BMW China is fully responsible for the grounds of the termination, BMW China shall reimburse the expenses proven having been incurred up until termination of the Purchase Contract as a direct result of the Order. The Supplier shall not be entitled to any further claims for performance or damages by virtue of the termination. The intellectual property and/or utility rights to the results of the work completed up to the termination shall be transferred to BMW China in accordance with Clause 12 hereof.	19.5 如果合同解除完全是由于宝马中国造成的, 宝马中国应向供应商补偿其截至采购合同被解除时供应商因履行订单而直接产生的且能被证明的费用。供应商不应由于合同解除而进一步提出任何关于履行合同或损害赔偿的主张。直至合同解除时产生的工作成果所附带的知识产权和/或使用权应依据本一般条款第12条的约定转交给宝马中国。

writing, the Supplier is not allowed to delegate its obligations under the Purchase Contract to any third party.	
<p>21.3 In the event that a provision or part of a provision of these Terms and Conditions or other parts of the Purchase Contract is or becomes invalid or unenforceable, the validity and enforceability of the remainder of the Purchase Contract shall not be affected thereby. The Parties are obliged to, in good faith, replace the invalid or unenforceable provision with a valid, enforceable provision which is reasonable and economical and has an equivalent outcome in terms of the subject matter, provided that the content of the Purchase Contract will not be materially changed thereby.</p>	<p>21.3 如果本一般条款或采购合同的其他组成部分的条款无效, 采购合同其余内容的效力不受影响。合同双方应本着诚信原则, 以合理、经济的方式, 用一个就主题事项能产生同等效果的有效约定取代前述无效约定, 前提是采购合同的内容没有被实质性改变。</p>
<p>21.4 Failure by a Party at any time to enforce any provision of this Purchase Contract or to require performance by the other Party of any of the provisions hereunder shall not be construed as a waiver of any such provision and shall not affect the validity of this Purchase Contract or any part thereof or the right of such Party to enforce any provision in accordance with its terms.</p>	<p>21.4 任何时候一方未能执行采购合同的任何规定, 或未要求另一方履行采购合同的规定, 或未取得, 不得被视为对该等规定的放弃或弃权, 并不影响采购合同或采购合同任何部分的有效性或该方根据条款执行任何规定的权利。</p>
<p>21.5 If there are any discrepancies between the English and the Chinese versions of the Purchase Contract, the English version shall prevail.</p>	<p>21.5 如本一般条款的中英文版本之间存在任何不一致, 应以英文版本为准。</p>

Both in EN & CN

Project Name: 2018 Customer diversified mobility service for pick-up and delivery service roll out
Project Date: 2018

Quotation Date: 2nd APR 2018

Quotation Version: The final round



Agency Name: Confort International M.I.C.E. service CO., LTD / 康辉集团北京国际会议展览有限公司

Agency Address: Rm. 1510 Ruichen Int'l center, NO. 13 Nongzhuanguan south road, Chaoyang district, Beijing, 北京市朝阳区农展馆南路13号润辰国际中心1510

Contact Info (Name/E-mail/MP): Amanda / amihuan@ccet.cn / 15210315975

	Item	Unit Price (RMB)	Qty	Total Price (RMB)	Remarks	Description
A	Insurance					
B	Tour Guide					
C	Transportation					
D	Accommodation					
E	Food & Beverage					
F	Meeting					
G	Team Building					
H	Visits					
I	Miscellaneous					
J	Service Charge					
GRAND- Total(J): (Business Tax included)				2,670.80		All tax inclusive, VAT normal invoice (增值税普通发票)

DETAILS (3rd party invoices are paid net by BBA since VAT is claimed back by your company.)
Remarks: Please note that 3rd party invoices are paid net by BBA since VAT is claimed back by your company.

A. Insurance	Item	Unit Price (RMB)	Qty	Total Price (RMB)	Description
1	Insurance 保险-平安行散团意外险, 1人/2日险, 保额10万。	5.00	1	5.00	固定单价项, 保险需求有利于该条目录要求, 视为参考价。
2	Insurance 保险-1人/2日险, 保额20万。	8.00	1	8.00	固定单价项, 保险需求有利于该条目录要求, 视为参考价。
3	Insurance 保险-平安行散团意外险, 1人/2日险, 保额30万。	12.00	1	12.00	固定单价项, 保险需求有利于该条目录要求, 视为参考价。
4	Insurance 保险-平安行散团意外险, 1人/2日险, 保额30万。			0.00	固定单价项, 保险需求有利于该条目录要求, 视为参考价。

A. Insurance				25.00	
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B. Tour Guide	Item	Unit Price (RMB)	Qty	Total Price (RMB)	Description
1	Tour Guide-Chinese Mandarin 中文普通话导游 (1人/2日含食宿)	1,000.00	1	1,000.00	固定单价项, 导游需求有利于该条目录要求, 视为参考价。
2	Tour Guide-Chinese & English 中英双语导游 (1人/2日含食宿)	1,400.00	1	1,400.00	固定单价项, 导游需求有利于该条目录要求, 视为参考价。

B. Tour Guide				2,400.00	
---------------	--	--	--	----------	--

C. Transportation	Item	Unit Price (RMB)	Qty	Total Price (RMB)	Description
1	Bus Rental (大巴, 中巴, 大巴)			0.00	
2	Flight Tickets 机票			0.00	
3	Train Tickets 火车票			0.00	
4	Subway/Bus 地铁/公交			0.00	
5	Taxi 出租车			0.00	

C. Transportation				0.00	
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D. Accommodation	Item	Unit Price (RMB)	Qty	Total Price (RMB)	Description
1	Hotel 酒店			0.00	酒店名称/Twin room incl. breakfast 双床间含早餐

D. Accommodation				0.00	
------------------	--	--	--	------	--

Both in EN & CN

请在此放置公司LOGO

Project Name:

Project Date:

Quotation Date:

Quotation Version:

Agency Name:

Agency Address:

Contact Info (Name/E-mail/MP):

	Item 项目	Budget(RMB) 预算 (人民币)	Remark 备注	Description 描述
A	Insurance 保险	0.00		
B	Tour Guide 导游	0.00		
C	Transportation 交通	0.00		
D	Accommodation 住宿	0.00		
E	Food & Beverage 餐饮	0.00		
F	Meeting 会议	0.00		
G	Team Building 团队建设	0.00		
H	Visits 参观游览	0.00		
I	Miscellaneous 杂项	0.00		
J	Service Charge 服务费	0.00		
GRAND- Total共计(Business Tax included)		0.00		All tax inclusive, VAT normal invoice (增值税含税发票)

DETAILS

Remarks: Please note that 3rd party invoices are paid net by BBA since VAT is claimed back by your company.

A. Insurance 保险	Item 项目	Unit Price(RMB) 单价 (人民币)	QTY 数量	Total Price (RMB) 总价 (人民币)	Description 描述
1	Insurance 保险-平安行旅游意外险, 1人/2日险, 保额10万.			0.00	固定单价项. 如最终需求有别于该条目要求, 视为参考价.
2	Insurance 保险-1人/2日险, 保额20万.			0.00	固定单价项. 如最终需求有别于该条目要求, 视为参考价.
3	Insurance 保险-平安行旅游意外险, 1人/2日险, 保额30万.			0.00	固定单价项. 如最终需求有别于该条目要求, 视为参考价.
4	Insurance 保险-更多选择请注明保险公司、保 险项以及保额.			0.00	固定单价项. 如最终需求有别于该条目要求, 视为参考价.
A. Insurance 保险				0.00	

B. Tour Guide 导游	Item 项目	Unit Price(RMB) 单价 (人民币)	QTY 数量	Total Price (RMB) 总价 (人民币)	Description 描述
1	Tour Guide-Chinese Mandarin 中文普通话导游 (1人/2日含食宿)			0.00	固定单价项. 如最终需求有别于该条目要求, 视为参考价. 导游须为与服务商签约的正式导游.
2	Tour Guide-Chinese & English 中英文双语导游 (1人/2日含食宿)			0.00	固定单价项. 如最终需求有别于该条目要求, 视为参考价. 导游须为与服务商签约的正式导游.
B. Tour Guide 导游				0.00	

C. Transportation 交通	Item 项目	Unit Price (RMB) 单价 (人民币)	QTY 数量	Total Price (RMB) 总价 (人民币)	Description 描述
1	Bus Rental (小巴, 中巴, 大巴)			0.00	
2	Flight Tickets 机票			0.00	
3	Train Tickets 火车票			0.00	
4	Subway/Bus 地铁/公交			0.00	

5	Taxi	出租车				0.00	
C. Transportation 交通							
						0.00	
D. Accommodation 住宿							
1	Hotel	酒店				0.00	酒店名称/ win room incl. breakfast 双份早餐
						0.00	
E. F&B 餐饮							
1	Breakfast	早餐				0.00	
2	Lunch	午餐				0.00	
3	Dinner	晚餐				0.00	
						0.00	
F. Meeting 会议							
1	Meeting Room Rental	会议室租赁费				0.00	
2	Meeting Equipment Rental	会议设备租赁费				0.00	
3	Tea Break	茶歇				0.00	
						0.00	
G. Team Building 团队建设							
1	Site Rental for Team Building	团队建设场地租赁				0.00	
2	Coach of Team Building	团队建设教练				0.00	
3	Equipment for Team Building	团队建设设备				0.00	
						0.00	
H. Visits 参观游览							
1	Tickets for Sites	景点门票				0.00	
						0.00	
I. Miscellaneous 杂项							
1	Mineral Water (瓶/人)	矿泉水-康师傅				0.00	固定单价项, 其他非品牌矿泉水、品牌矿泉水、体能饮料、易拉罐等参照市场价格。
2	Mineral Water (瓶/人)	矿泉水-农夫山泉				0.00	固定单价项, 其他非品牌矿泉水、品牌矿泉水、体能饮料、易拉罐等参照市场价格。
3	Fruits & Snacks	水果&食品				0.00	
4	Team Uniform & Banners	队服&条幅				0.00	
						0.00	
J. Service Charge 服务费							
1	Service Charge	服务费				0%	固定比例项, All tax inclusive, VAT normal invoice (增值税普通发票)
						0%	

Statement of Expenses

Travel Agency/M.I.C.E.: _____

Department: _____

Venue: (please specify the detailed place of the activity)

BBA premises: _____

Agenda: (Please specify the agenda of the activity)

Date/Duration: _____

Total number of participants: _____

External venue: _____

Date	Time	Topic	Responsibilities

Breakdown of expenses:

Items (if applicable)	Unit price	Quantity	Sum
Insurance (mandatory)			0
Accommodation			0
Food & Beverage			0
Meeting room & facilities			0
Flight tickets			0
Train tickets			0
Bus rental fee			0
Visits			0
Guide			0
Coach			0
Mineral water			0
Gifts			0
Miscellaneous (please specify)			0
Service Charge (All tax inclusive, VAT normal invoice)			0
Total expenses:	0	0	0

Signature: _____

Organizer of BBA

Travel Agency Representative

Highest-Level Manager of BBA

驾驶员安全驾驶承诺书

驾驶员姓名:

电话:

身份证号:

驾龄:

尊敬的领导和同事们,

大家好!

我是_____公司的驾驶员_____, 受_____旅行社委托, 负责为大家提供本次团队建设的驾驶服务。

我承诺在本次活动的全部行程中文明行车, 谨慎驾驶, 严格遵守《中华人民共和国道路交通安全法》及相关《实施细则》, 严格执行当地交通安全管理部门和公司的车辆安全管理制度, 将大家安全地送达目的地并平安地带回家, 请各位领导和同事监督。

项目负责人:

驾驶员:

服务商(盖章):

车牌号:

车辆公司:

年 月 日

年 月 日

备注: 请服务商提前在《驾驶员安全驾驶承诺书》上签字盖章交给团建随行人员或扫描给我公司团建负责人, 团建当天驾驶员须在服务商已签字盖章的《安全驾驶承诺书》上签字, 烦请服务商提前告知驾驶员。

华晨宝马汽车有限公司 BMW Brilliance Automotive Ltd



BBA_地址
BBA Address:
大东区山嘴子路14号
14 Shanzuizi Road, Dadong District
沈阳/ Shenyang
110044

采购订单号 Order No.	W7M001133
订单日期 Order date	2018.04.16
版本号 Version No.	BBA-TP-BJ-S256-01

供应商名称/地址

Supplier Name / Address:

康辉集团北京国际会议展览有限公司

Comfort International M.I.C.E. Serv
Co., Ltd.

北京市朝阳区农展馆南路13号12层1510内002

请在所有的信件,发票及送货单上注明采购订单号。
PURCHASE ORDER NUMBER MUST BE REFLECTED ON ALL CORRESPONDENCE, INVOICES AND DELIVERY NOTES

供应商代码 Supplier code	页码 Page
204004242	Page 1 of 9

100125

价值合同
Value cont. BJ Mark.

华晨宝马申请人姓名 BBA applicant name	Guljie Cao
华晨宝马申请人电话 BBA applicant phone	+86 24 84552511
华晨宝马申请人邮件 Requester Mail	Caroline.Cao@bmw-brilliance.cn
华晨宝马后备申请人姓名 Backup Requester Name	
华晨宝马后备申请人电话 Backup Requester Phone	
华晨宝马后备申请人邮件 Backup Requester Mail	

供应商联系人姓名 Supplier contact person name	Zhong Lan
供应商联系人电话 Supplier contact person Tel.	13910193620
供应商联系人邮件 Supplier Contact mail	
供应商技术联系人姓名 Supplier tech. Contact	
供应商技术联系人电话 Supplier tech. Contact phone	
供应商技术联系人邮件 Supplier tech. Contact mail	

采购员代码 Buyer code	采购员姓名 Buyer name	电话号码 Tel. No.	采购员邮件 Buyer Email	付款方式 Terms of payment
735	Chunlian Lai	+86 10 8400 3423	Sissy.Lai@bmw-brilliance.cn	见进一步注释.
编号 Item no	货物或服务描述 Material / Service description			Other payment terms, please refer to text
0000000060	Associate in Shenyang, Xian, etc.			交付日期 Delivery date
0000000070	Associate in Hangzhou, Chengdu, Foshan			数量 Quantity
0000000080	Associate in Beijing, Shanghai, Guangzhou			计量单位 UoM
0000000090	Multi-location joint function			货币种类 Currency
0000000100	Associate out of department's major working location (Multi-location joint function): RMB 1000 / person / day			含税单价 Gross price per unit
0000000110	Conference Room & Facility Conference Room & Facility for department in Beijing, Shanghai, Guangzhou, Hangzhou, Chengdu, Foshan: RMB 5000 / department Conference Room & Facility			

14 Shanzuizi Road,Dadong District
沈阳/ Shenyang.

Telephone
+86-10-8466-7000

Telex
+86-10-8226-6800

Comp. reg. no.
746494975

VAT reg. no.
210104746494975

华晨宝马汽车有限公司 BMW Brilliance Automotive Ltd



BBA_地址
BBA Address:
大东区山嘴子路14号
14 Shanzuizi Road, Dadong District
沈阳 / Shenyang
110044

采购订单号 Order No.	W7M001133
订单日期 Order date	2018.04.16
版本号 Version No.	BBA-TP-BJ-S256-01

供应商名称/地址

Supplier Name / Address:
康辉集团北京国际会议展览有限公司

请在所有的信件、发票及送货单上注明采购订单号。
PURCHASE ORDER NUMBER MUST BE REFLECTED ON ALL CORRESPONDENCE, INVOICES AND DELIVERY NOTES

Comfort International M.I.C.E. Serv
Co., Ltd.

供应商代码 Supplier code	页码 Page
204004242	Page 3 of 9

北京市朝阳区农展馆南路13号12层1510内002

价值合同
Value cont. BJ Mark.

as a "Party".
华晨宝马与供应商以下合称为“双方”，单称为“一方”。

2. Related BBA business department ("BBA Requesting Department") will order the Services under this Frame/Value Contract through issuing written call-off(s) ("Call-off(s)") to the Supplier. Oral call-off(s) shall not be valid.
华晨宝马相关业务部门（下称“华晨宝马业务需求部门”）通过发出书面申购（下称“申购单”）向供应商订购本框架/价值合同项下的服务。口头申购无效。

This Frame/Value Contract and the Call-off(s) are hereinafter collectively referred to as the "Main Contract".
本框架价值合同及申购单以下合称为“主合同”。

3. The Services quantity, delivery date and location for each order shall be provided in the Call-off(s).
每次订购的服务的数量、交付时间及地点应在申购单中明确。

4. Only the Services listed under this Frame/Value Contract shall be provided by the Supplier against the Call-off(s) issued by the BBA Requesting Department.
只有本框架价值合同所列的服务，供应商才可以按华晨宝马业务需求部门发出的申购单进行供应。

5. BBA has full discretion to unilaterally determine whether and when to issue the Call-off(s) based on its actual demands. This Frame/Value Contract originates no claim of the Supplier for conclusion of individual Call-off(s) for any Service provided hereunder by BBA.
华晨宝马有权根据实际需求全权自行确定是否及何时发出申购单，本框架/价值合同并不赋予供应商要求华晨宝马必须发出申购单订购本框架价值合同所列任何一项服务的权利。

6. The documents listed below from item (b) to (f) are appendices to the Frame/Value Contract, and together with the Frame/Value Contract and Call-off(s)), shall constitute the integral parts of the purchase contract between the Supplier and BBA ("Purchase Contract"), following the sequence of a step-down priority with respect to the construction and performance of the Purchase Contract. In the event of any conflict among the documents, the component document with the higher priority shall prevail:
下面第 (b) 项至第 (f) 项所列文件是框架价值合同的附件，与框架价值合同及申购单共同构成供应商与华晨宝马之间的采购合同（下称“采购合同”）。就采购合同的解释和履行，其效力的优先性按下列顺序依次递减；如各文件之间存在冲突，效力较高文件之规定优先适用：

14 Shanzuizi Road, Dadong District
沈阳 / Shenyang.

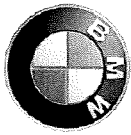
Telephone
+86-10-8466-7000

Telex
+86-10-9226-6800

Comp. reg. no.
746494975

VAT reg. no.
210104746494975

华晨宝马汽车有限公司
BMW Brilliance Automotive Ltd



BBA_地址
BBA Address:
大东区山嘴子路14号
14 Shanzuizi Road, Dadong District
沈阳 / Shenyang
110044

供应商名称/地址
Supplier Name / Address:
康辉集团北京国际会议展览有限公司

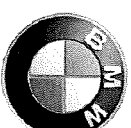
Comfort International M.I.C.E. Serv
Co., Ltd.
北京市朝阳区农展馆南路13号12层1510内002

价值合同
Value cont. BJ Mark.

采购订单号 Order No.	W7M001133
订单日期 Order date	2018.04.16
版本号 Version No.	BBA-TP-BJ-SZ56-01

请在所有的信件、发票及送货单上注明采购订单号。 PURCHASE ORDER NUMBER MUST BE REFLECTED ON ALL CORRESPONDENCE, INVOICES AND DELIVERY NOTES	
供应商代码 Supplier code	页码 Page
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如果供应商第一次与华晨宝马签订采购合同，供应商应按华晨宝马要求准确填写供应商信息表，并在签字且盖章后分别传真给华晨宝马采购部及财务部。否则，华晨宝马对任何由此引起的付款延迟不承担任何责任。	
9. The Supplier's competitive capacity in certain aspects such as quality, costs and ability to deliver as well as the ability to maintain state-of-the-art delivery of service(s) during the entire contract term is a precondition for conclusion of the Purchase Contract. 供应商在整个合同有效期内保持在质量、成本、交付能力以及所交付服务的技术先进状态等方面的竞争力是缔结采购合同的前提条件。	
10. This Frame/Value Contract shall remain valid until 31st Dec, 2019 unless otherwise provided in writing by the Parties. 除非双方另行书面约定，本框架/价值合同将持续有效至2019年12月31日。	
11. In the event that any of the following circumstances occur, the Main Contract shall be terminated: 有下列情形之一的，主合同终止： (a) The term provided in the Frame/Value Contract expires; 框架价值合同中约定的合同期限届满； (b) The accumulated total value under the Call-off(s) reaches BBA's target total value as specified in the Purchase Contract; 申购单累计的采购价款已达到采购合同中约定总采购价款； (c) Other circumstances as set out by laws and regulations. 法律法规规定的其它合同终止情形。	
12. In addition to the early termination circumstances as set out in the GTC, BBA shall be entitled to early terminate the Main Contract upon issuing a three-month prior written notice to the Supplier, and if BBA moves/relocates, modifies or upgrades its equipment, or shuts down its plant(s), it shall be entitled to early terminate the Main Contract upon issuing a one-month prior written notice to the Supplier. 除一般条款中约定的合同解除情形外，华晨宝马有权提前3个月书面通知供应商解除主合同；如遇华晨宝马搬迁、设备改造、停产等情况，华晨宝马有权提前1个月书面通知供应商解除主合同。	
13. Any amendment to the Purchase Contract shall come into force only after being confirmed (for BBA: confirmed by its Purchasing Department), signed and affixed chops by the Parties. 对采购合同的任何修改，均应经双方确认（对于华晨宝马而言，应得到其采购部门的确认）且签字盖章后方为生效。	
14 Shanzuizi Road,Dadong District 沈阳 / Shenyang.	Telephone +86-10-8466-7000 Telax +86-10-8226-6800 Comp. reg. no. 746494975 VAT reg. no. 210104746494975



华晨宝马汽车有限公司 BMW Brilliance Automotive Ltd

BBA_地址
BBA Address:
大东区山嘴子路14号
14 Shanzuizi Road, Dadong District
沈阳 / Shenyang
110044

供应商名称/地址
Supplier Name / Address:
康辉集团北京国际会议展览有限公司

Comfort International M.I.C.E. Serv
Co., Ltd.
北京市朝阳区农展馆南路13号12层1510内002

价值合同 Value cont. BJ Mark.

采购订单号 Order No.	W7M001133
订单日期 Order date	2018.04.16
版本号 Version No.	BBA-TP-BJ-S256-01

请在所有的信件, 发票及送货单上注明采购订单号。 PURCHASE ORDER NUMBER MUST BE REFLECTED ON ALL CORRESPONDENCE, INVOICES AND DELIVERY NOTES	
供应商代码 Supplier code	页码 Page
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部付款审批手续后, 供应商应向华晨宝马开具合规的发票。华晨宝马财务部应在收到前述发票后30天内一次性付款。	
16.3 The Supplier shall issue and submit invoice to BBA as soon as possible within 30 days after acceptance of Services by BBA. The invoice from the Supplier shall state all information as provided in Clause 8 of the GTC, including without limitation the Call-off number and the SAP GR No., and the Supplier's name on the invoice must be the same as that on this Frame/Value Contract and the company seal of the Supplier; otherwise BBA shall have the right to reject the payment.	
供应商应该在华晨宝马接收服务后30天之内尽快开具并向华晨宝马提交发票, 供应商提交的发票应写明一般条款第8条约定的全部信息, 包括但不限于申购单号和SAP系统收货号, 发票上的供应商名称必须与框架价值合同及供应商公司公章上所 载明的公司名称一致; 否则华晨宝马有权拒绝付款。	
16.4 Please find below the contact information for submitting invoices: 发票提交的联系信息如下: Finance Department 财务部 BMW Brilliance Automotive Ltd. 华晨宝马汽车有限公司 No. 14, Shanzuizi Road, Dadong District, Shenyang, Liaoning Province, PRC 中国辽宁省沈阳市大东区山嘴子路14号 Post Code 邮编: 110044 Telephone 联系电话: 0086-24-8455 6252 Email Address 电子邮件: invoicing@bmw-brilliance.cn	
16.5 All the prices under the Purchase Contract shall include taxes. Each Party shall pay the relevant taxes and surcharges in accordance with the then valid tax regulations. 采购合同项下的价款均应为含税价。双方应当根据届时有效的税法规定各自缴纳相关税费。	
17. BBA's Tax Registration Information 华晨宝马的税务登记信息 Company's name: BMW Brilliance Automotive Ltd. 公司名称: 华晨宝马汽车有限公司	
14 Shanzuizi Road Dadong District 沈阳 / Shenyang.	Telephone +86-10-8466-7000 Telex +86-10-8226-6800 Comp. reg. no. 746494975 VAT reg. no. 210104746494975

华晨宝马汽车有限公司
BMW Brilliance Automotive Ltd



BBA_地址
BBA Address:
大东区山嘴子路14号
14 Shanzuizi Road, Dadong District
沈阳 / Shenyang
110044

采购订单号 Order No.	W7M001133
订单日期 Order date	2018.04.16
版本号 Version No.	BBA-TP-BJ-S256-01

供应商名称/地址
Supplier Name / Address:
康辉集团北京国际会议展览有限公司




请在所有的信件, 发票及送货单上注明采购订单号。
PURCHASE ORDER NUMBER MUST BE REFLECTED ON ALL CORRESPONDENCE, INVOICES AND DELIVERY NOTES

Comfort International M.I.C.E. Serv
Co., Ltd.

供应商代码 Supplier code	页码 Page
204004242	Page 9 of 9

北京市朝阳区农展馆南路13号12层1510内002

价值合同
Value cont. BJ Mark.

华晨宝马汽车有限公司基于金额限制的批准 BMW Brilliance Automotive Ltd. approval based on value limits			
批准方式 Release method		电子批准 Electronically released	
姓名 Name	Lai Chunlian	Koch Torsten	
部门 Dept.	BBT-M-9	BBT-M-9	
日期 Date	2018.12.24	2018.12.24	
签字 Sign	 03 JAN 2019 		
供应商确认 Supplier confirmation			
姓名 Name	供应商签章 Supplier seal		
部门 Dept.			
日期 Date			
签字 Sign			

14 Shanzuizi Road, Dadong District
沈阳 / Shenyang.

Telephone
+86-10-8466-7000

Telex
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Comp. reg. no.
746494975



VAT reg. no.
210104746494975

General Terms and Conditions for Purchase of Goods and Services
(Version 05/ 2016)

关于采购货物和服务的一般条款（2016年5月版本）

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Confirmed by affixing chops of the Parties 双方盖章确认

 BMW Brilliance Automotive Ltd. (chop) 华晨宝马汽车有限公司 (盖章)	Supplier: _____ (chop) 供应商: _____ (盖章) 
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03 JAN 2019

2.3	Unless otherwise agreed, the version of these GTC and STC(s) in force at the time of the contract conclusion shall be an integral part of the Purchase Contract. BBA reserves the right to revise the current version of these GTC and STC(s), and issue new versions. BBA shall deliver the revised version to the Supplier, and the Supplier shall confirm the contents or provide feedback in writing within 5 working days upon receiving it, otherwise it shall be regarded as the Supplier's acceptance of the revised version.	2.3	除非另有约定，本一般条款和特殊条款在采购合同订立时有效的版本应当成为采购合同的组成部分。华晨宝马保留修改本一般条款和特殊条款时有效的版本并发布新版本的权力。华晨宝马应当向供应商提供修改的版本，且供应商应当于收到后五个工作日内以书面方式确认其内容或提供反馈，否则应视为供应商已经接受了修改的版本。
2.4	Project's specific technical requirements, service standard, Goods' specifications and drawings, Project's implementation plans and other details of the Project shall be included in the Service Level Agreement or Technical Requirements. If no Service Level Agreement or Technical Requirements is prepared, technical requirements related contents provided in BBA's request for quotation ("RFQ") and technical requirements related contents provided in the final quotation confirmed by both Parties or those contents provided in the Supplier's tender, bidding documents or proposal ("Supplier's Quotation") shall apply. If the technical requirements related contents provided in the final quotation confirmed by both Parties or Supplier's Quotation differ from the technical requirements related contents provided in BBA's RFQ, these differences shall not be applied unless the Supplier has highlighted and pointed out the differences in a separate document annexed to its final quotation, obtained written prior consent from BBA and included such differences in the Service Level Agreement or Technical Requirements.	2.4	关于项目的具体技术要求、服务标准、货物规格与图纸、项目实施计划和其他与项目相关的细节在《服务水平协议》或《技术要求》中明确。如果双方没有准备《服务水平协议》或《技术要求》，则应适用华晨宝马发出的询价函（下称“询价函”）中包含的技术要求相关内容和双方确认的最终报价或供应商要约、投标文件或报价（下称“供应商报价”）中的技术要求相关内容。如果双方确认的最终报价或供应商报价不同，则此等差异仅应在供应商通过一份附于最终报价的单独文件突出强调且明确指出、获得华晨宝马事前书面许可、并在《服务水平协议》或《技术要求》中予以明确后方可适用。
2.5	These GTC and the applicable STC(s) shall apply to the Purchase Contract and all its appendices and amendments and supplements (if any).	2.5	本一般条款及适用的特殊条款应适用于采购合同及其所有附件、修订与补充协议（如有）。
3	Execution of the Purchase Contract	3.	采购合同的执行
3.1	The Supplier shall bear the overall responsibility for the Project, i.e. the Supplier shall be accountable to BBA for the Project in all process stages for performing the Purchase Contract and with regard to all components of the Projects irrespective of whether the Supplier has used subcontractor directly or indirectly as part of its execution of the Purchase Contract.	3.1	供应商应对项目承担全部责任，即供应商应在履行采购合同的所有环节中对项目的各个方面向华晨宝马负责，不论供应商是否已直接或间接使用了分包商作为其对采购合同执行的一部分。
3.2	The Supplier shall fully safeguard the interests, brands, and product image of BBA, BMW Group and BMW dealers, fully perform the duties under the Purchase Contract, and make ultimate efforts to provide to BBA the Goods/ Services agreed under the Purchase Contract with due diligence, high efficiency and sufficient conscientiousness.	3.2	供应商应充分维护华晨宝马、宝马集团及宝马经销商的利益、品牌及产品形象，完全履行采购合同项下供应商的各项义务，并且尽最大努力谨慎、高效并约定的货物/服务。
3.3	The Supplier may direct or indirectly appoint a third party as its subcontractor only after the prior written consent of BBA. This shall not prejudice any right of BBA to claim against the Supplier for its overall responsibilities and liabilities for the Project as set out in Clause 3.1 hereof. The Supplier shall ensure that the subcontractor is to be bound by same terms and	3.3	仅在经华晨宝马事先书面同意的情况下，供应商方可直接或间接聘用第三方作为分包商。该等聘用不得影响华晨宝马就供应商依据本一般条款第3.1条应就项目所承担的全部义务和责任向其提出主张的任何权利。供应商应当通过与

3.7	In the event of any government inspection/investigation to BBA in relation to the Purchase Contract, the Supplier shall cooperate and support actively upon the request by BBA.	3.7	如果发生任何针对华晨宝马的与采购合同相关的政府检查/调查，供应商应根据华晨宝马的要求积极提供配合和支持。
3.8	The Supplier must appoint a project manager.	3.8	供应商必须指定一名项目经理。
(a)	The project manager shall plan, coordinate and supervise all the aspects of the Project under the Order. He or she shall be the responsible contact person reporting to BBA's project manager.	(a)	项目经理应当计划、协调和监督订单项目下的所有方面。他/她应作为向华晨宝马的项目经理汇报的负责联络人。如果华晨宝马要求，供应商的项目经理必须随时将项目进展情况通知华晨宝马的项目经理。为此，他/她必须提供包含起止时间、完成程度和每一功能/职能现状的最新报告。如发生任何可能影响采购合同履行的紧急情况，供应商的项目经理应立即（无论如何不迟于紧急情况发生后后的两小时内）向华晨宝马的项目经理进行报告。
(b)	The Supplier's project manager shall upon request inform BBA's project manager of the status of the Project at any time. To do this, he or she must provide an up to date report with the start and finish dates, level of completion and the status of each function. In the event of any emergency which may affect the performance of the Purchase Contract, the Supplier's project manager shall immediately (in any event not later than two hours after the emergency) report to BBA's project manager.	(b)	项目经理应基于重大原因且在事先书面通知华晨宝马的情况下被供应商替换。如果必要，华晨宝马可以要求替换供应商的项目经理。
(c)	The project manager may only be replaced by the Supplier for a material reason and after giving prior written notification to BBA. If needed, BBA may demand the replacement of the Supplier's project manager.	(c)	
3.9	Unless otherwise provided in the RFQ, the Supplier shall, without any additional payment, take all the measures that are necessary to achieve the underlying object of the Purchase Contract, even if they are not expressly set out in the Purchase Contract. These include in particular that: (a) the Supplier shall mark or label the Goods or deliverables of Services in the manner required by laws or regulations or as prescribed by BBA; (b) the Supplier shall document all tests carried out in the course of executing the Purchase Contract and their results, reserve all the documents and data carriers concerning the deliveries/results with respect to the Goods/Services, and shall ensure that it is easily possible to assign said deliveries/results to specific Goods/Services. The Supplier shall keep the above documentation for a period of at least 10 years after the completion of the Project and shall, at the sole cost of the Supplier, supply it to BBA on request, or offer it to BBA before said documentation is destroyed, or destroy it and provide evidence acceptable to BBA regarding the destruction of such item pursuant to the prior written instruction of BBA; the Supplier shall perform data-handling in accordance with the regulations of BBA, including the maintenance of back-up Goods/Services, e.g. records of staff's working time, and the effective protection of IT system against loss of data; (d) if needed for the execution of the Purchase Contract, BBA may provide tools, dies, documents, information, data (e.g. factual statements about products of BBA and BMW Corporate Identity Programme for corporate identity and design requirement), die-plates, patterns, samples, drawings and/or other materials (hereinafter collectively referred to as the "Documents/Materials"). The expenses, costs etc. for the	3.9	除非询价函中另有规定，供应商应当采取一切必要措施达到采购合同的预期目标且不收取任何额外费用，即使该等目标并未明确规定于采购合同中。该等措施特别包括： (a) 供应商应当按照法律法规规定或华晨宝马要求的方式对货物或服务的交付物进行标注或标记； (b) 供应商应当记录执行采购合同时所做的一切测试及其结果、保存与货物/服务相关的涉及交货情况/结果的所有文件和数据载体，并且应当确保前述交货情况和数据易于与具体的货物/服务相对应。供应商应自项目完成后保留前述资料至少10年，且应根据要求将其提供给华晨宝马，或者根据华晨宝马事先书面指令将其销毁并提供华晨宝马可接受的销毁证据，就所有上述活动供应商应向华晨宝马收取任何费用； (c) 供应商应按华晨宝马的规定进行数据处理，包括对所有与收取货物/服务相关费用的数据（例如员工的工作时间记录）进行维护备份，以及对IT系统进行有效的保护以防止数据丢失； (d) 为履行采购合同的需要，华晨宝马可向供应商提供工具、模具、文件、信息、数据（例如为企业形象和设计要求提供华晨宝马产品的事实描述和宝马企业形象准则）、模板、图形、样品、图纸和/或其他材料（以下统称为“文件/物品”）。由华晨宝马提供的文件/物品

	directly. The Supplier shall keep BBA harmless from and fully indemnified for the damages so incurred.	商索赔。供应商应使华晨宝马不受损害，并全额赔偿因此产生的损失。
3.13	If any employee, director, officer or shareholder of the Supplier has any relative relationship, commercial interest relationship or other affiliate relationship (the “ Affiliate Relationship ”) with BBA or any of its employees, officers or directors of BBA, or any employee, director, officer or shareholder of the Supplier has any Affiliate Relationship with BBA’s other suppliers or their personnel, and the Affiliate Relationship might affect the impartiality of business relationship between BBA and the Supplier, or BBA and other suppliers, and/or the interest of BBA, the Supplier shall promptly inform BBA of such relationship in, provided that such relationship is identifiable with due care of general businessmen, and BBA shall have the right to request the Supplier not to involve or suspend its involvement in the related transactions. If BBA raises specific requests on the form and contents for the disclosure of the Affiliate Relationship to the Supplier, the Supplier shall meet such requests.	3.13 如果供应商的任何雇员、董事、管理人员或股东与华晨宝马或其任何雇员、管理人员或董事存在亲属关系、商业利益关系或其它关联关系（下称“ 关联关系 ”），或者供应商的任何雇员、董事、管理人员或股东与华晨宝马的其他供应商或其相关人员之间存在前述关联关系，并且该等关联关系可能会影响华晨宝马与供应商之间、或是华晨宝马与其它供应商之间的商业关系的公平性和/或华晨宝马的正常，则供应商应在通过一般商人的通常商业谨慎就可以发现的范围内，将此种关系及时书面通知华晨宝马，华晨宝马有权要求供应商不参与或暂缓参与相关交易。如果华晨宝马对披露前述关联关系向供应商提出形式和内容方面的特定要求，供应商应按照华晨宝马的要求进行披露。
3.14	The Purchase Contract entered into by and between BBA and the Supplier does not by any means establish any employment relationship between BBA and the Supplier Personnel. The Supplier Personnel may not work as a member of BBA team. They may however act as the consultants to a BBA team if their work with regard to the provision of Goods/Services or the Project consists in guiding the BBA team (i.e., guiding and management function).	3.14 供应商与华晨宝马之间签署采购合同不应以任何方式被理解为在华晨宝马与供应商人员之间建立劳动关系。供应商人员不得作为华晨宝马团队的成员工作。但是如果其作为货物/服务或项目相关的工作包括为华晨宝马团队提供指导（即指导和管理职能），则相关供应商人员可以作为团队的顾问。
3.15	The Supplier Personnel are not entitled to use or claim benefits or facilities provided by BBA, including but not limited to: <ul style="list-style-type: none"> - company doctor and medical service (with the exception of accident care) - use of company cars and shuttles - subsidized catering - working garments provided free of charge or at a reduced price - participation in the BBA Associate Improvements Suggestion Scheme - business cards/personal stationery etc. Any and all exceptions to this rule as specified in the previous paragraph of this Clause 3.15 (e.g. subsidized catering and canteen service and shuttle service) must be agreed by prior written agreements.	3.15 供应商人员无权使用或主张华晨宝马提供的福利和设施，包括但不限于： <ul style="list-style-type: none"> - 公司医生和医疗服务（事故处理除外） - 公司车辆和通勤车/班车 - 受补助的餐食 - 免费或折价工作服 - 参加华晨宝马员工改进建议计划 - 名片/个人文具等 本第3.15条前款规定（如补助餐食和餐厅服务以及通勤车服务）的任何例外均须通过双方书面协议约定。
3.16	The Supplier Personnel shall not be included in BBA’s mailing lists, job plans, telephone directories, vacation plans etc. They may however be named and listed in BBA systems for capacity planning or control provided that: <ul style="list-style-type: none"> - such systems are used on the request of the Supplier involved. 	3.16 供应商人员不应列于华晨宝马的邮件列表、工作计划、电话簿、休假计划等之内。但可以为了产能计划或控制的目的将其列于华晨宝马系统中，其前提是： <ul style="list-style-type: none"> - 该系统是应相关供应商的要求使用的；

<p>supplements without delay to ensure they are technically feasible and their impacts on quality, deadlines and costs and to notify BBA of the results in writing. The Supplier also undertakes to suggest amendments or supplements to BBA which it regards as necessary or expedient to ensure the successful fulfilment of the Purchase Contract and to execute said amendments or supplements after receiving written consent from BBA.</p>	<p>上可行，并且检查其对质量、期限和费用影响，并将结果书面通知华晨宝马。就其认为成功履行采购合同所必需或有利的任何修改与补充，供应商承诺将向华晨宝马提出建议，并在得到华晨宝马的书面同意后实施该等修改与补充。</p>
<p>4.2 If an amendment results in an increase or reduction in costs and/or a deadline extension, the Supplier undertakes to point this out at the same time as providing its amendment suggestion or immediately after receiving the amendment request from BBA and to submit an appropriate supplementary quotation. The amendment shall be made on the basis of a written agreement which contains details of the payment of additional costs or the refund of prepaid costs and the timetable for the work.</p>	<p>4.2 如果一项修改导致成本增加或减少和/或期限延长，供应商有义务在提交其修改建议的同时或在收到华晨宝马的修改要求后立即指出上述情况，并且有义务提交相应修订后的报价。变更应该以书面协议的形式做出，该协议应该就额外成本的补偿或成本减少部分的返还及日程安排做出明确约定。</p>
<p>4.3 If an amendment means that the Supplier must provide additional Goods/Services which are not included in the Purchase Contract, the Supplier shall only be entitled to the additional Price insofar as it has been agreed prior to the execution of the additional work for such Goods and Services. The additional Price shall be determined in accordance with the basis for calculating the Price for the Goods/Services provided for in the Purchase Contract and according to the special costs of the additional Goods/Services required.</p>	<p>4.3 如果一项变更需要供应商进一步提供采购合同中未规定的货物/服务，只有在双方在该等额外工作实施之前对所需额外支付的价款达成一致的情况下，供应商才有权取得该等额外价款。额外价款的数额应按照采购合同约定的货物/服务的定价依据和需要额外提供的货物/服务的具体成本决定。</p>
<p>5 Inspection and Acceptance</p>	<p>5. 检查和验收</p>
<p>5.1 Unless otherwise provided in the Main Contract, after the whole Project as stipulated in the Purchase Contract has been completed, the Supplier shall submit a written confirmation on readiness for acceptance and handover all documentations associated with the Purchase Contract. BBA shall undertake the inspection and acceptance upon receiving the aforesaid confirmation and documentations. If the inspection of Goods/Services provided by the Supplier requires any commissioning, the inspection and acceptance shall not be conducted until the commissioning has been successfully concluded.</p>	<p>5.1 除非主合同另有规定，采购合同约定的项目全部完成后，供应商应当向华晨宝马提交准备就绪可以验收的书面确认，并将与采购合同相关的所有文件交付给华晨宝马。华晨宝马应在收到前述确认及文件后及时启动验收程序。如果检查供应商提供的货物/服务需要试运行，则检查和验收程序直至上述试运行成功结束后方可进行。</p>
<p>5.2 The acceptance of the Project shall be recorded in writing. The acceptance procedure shall not be completed until the Supplier has removed all the defects as provided in Clause 11 that have been found during the acceptance test. The removal of defects must be performed by the Supplier within a reasonable period and, at the latest, before the deadline set by BBA.</p>	<p>5.2 对项目的验收应有书面记录。只有在验收测试中发现的本一般条款第11条约定完成的瑕疵被供应商全部消除后，验收方可完成。供应商应在合理的期限内尽快消除前述瑕疵，最晚不超过华晨宝马规定的截止期限。</p>
<p>5.3 The handover of the completed Goods/Services ready for use shall not constitute the acceptance of related Goods/Services. Payments by BBA in whole or in part shall not indicate that BBA has accepted the Goods/Services under the Purchase Contract.</p>	<p>5.3 双方交接已经完工、可以使用的货物/服务不构成对相关货物/服务的验收。华晨宝马全部或部分支付款项并不代表其采购合同项下的货物/服务已通过验收。</p>
<p>6 Deadline and Delay</p>	<p>6. 期限和迟延</p>

	<p>However, the Supplier shall be entitled to take action required to complete the ordered works or provide Goods/Services as set out in the Purchase Contract and to ensure that the Project can be conducted correctly and which shall not have any negative effects of a qualitative, deadline or financial nature for BBA. This shall also apply to the declarations which are materially necessary for the coordination and monitoring of the execution of the Purchase Contract.</p>	<p>然而，供应商应有权采取完成采购合同规定的工作或提供货物/服务和为确保项目得到正确实施所必须的措施，但不得对华晨宝马造成质量、期限或财务方面的负面影响。前述规定也适用于对执行采购合同的协调和监控来说实质上的声明。</p>
7.2	<p>The Supplier acknowledges that any third parties, whom BBA entrusts with planning and/or monitoring tasks, do not have any authority to represent BBA in giving any notification, direction or instruction that BBA is entitled to grant under the Purchase Contract. They particularly do not have the right to extend performance deadlines or to legally acknowledge invoice sums, Price, management time, quantity surveys or suchlike.</p>	<p>7.2 供应商了解：华晨宝马委托的执行计划和/或监控任务的任何第三方均无权代表华晨宝马做出任何其在采购合同项下有权发出的通知、指令或指示。特别是，该第三方无权延长订单执行的截止期限，亦无权认可发票金额、价款、管理工时、工作量统计或类似事项。</p>
7.3	<p>BBA has the right, but not the obligation, on behalf of the Supplier to accept deliverables from a third party in the Supplier's absence upon prior consent of the Supplier; however, BBA shall not be liable for the completeness and correctness of the deliveries even if BBA has acknowledged the receipt in writing. The Supplier shall bear all of the risks associated with the deliverables.</p>	<p>7.3 华晨宝马有权，但没有义务，在供应商缺席的情况下经供应商事先同意代表供应商接受第三方的交付物，但是华晨宝马不对该交付物的完整性和准确性负责，既使其已书面签收。供应商应承担与交付物相关的所有风险。</p>
7.4	<p>If needed for fulfilling the Purchase Contract, the Supplier must obtain any third-party permit or authorization at its own cost, and must provide BBA with proof thereof. In this regard, the Supplier shall fully indemnify BBA for any claims for damages as well as any contractual or statutory claims by third parties.</p>	<p>7.4 如果履行采购合同需要，供应商应自费取得第三方许可或授权，并且应向华晨宝马出示相关证明。供应商应就第三方提出的任何与法律相关的主张对华晨宝马造成的损失进行全额赔偿。</p>
8	<p>Price, Invoicing and Payment</p>	<p>8. 价款、发票和付款</p>
8.1	<p>Unless otherwise agreed in the Main Contract, all the price under the Purchase Contract shall be fixed prices inclusive of any statutory payable value-added tax and all additional costs such as transportation and installation costs, travel and lodging costs, surcharges, etc.(herein referred to as the "Price"). The Price shall maintain unchanged until all of the Project to be rendered under the Purchase Contract has been completed. Hospitality / entertainment expenses will not be reimbursed by BBA.</p>	<p>8.1 除非主合同另有约定，采购合同项下的价格是固定价格，且已经包含法定应付的增值税及所有额外成本（如交通费、装卸费、差旅费及附加费等（以下统称为“价款”）。价款在采购合同项下的项目履行完毕之前保持不变。华晨宝马不承担招待/娱乐费用。</p>
8.2	<p>Unless otherwise agreed in writing, the Price shall not be paid until the completion of the Project and the acceptance of the Goods/Services in accordance with the Purchase Contract, or if provided in the Main Contract that the Goods/Services will be provided in various phases, until the acceptance/inspection of the Goods/Services by BBA for a specific phase.</p>	<p>8.2 除非双方另有书面约定，华晨宝马在供应商按照采购合同约定完成项目以及货物/服务通过验收之前没有义务支付价款。如果主合同约定货物/服务分不同阶段提供，则某一特定阶段的货物/服务通过华晨宝马验收前华晨宝马无义务付款。</p>
8.3	<p>Payment for the Price shall be made by bank transfer or by cheque at BBA's discretion. The Supplier must issue the qualified invoice/voucher to BBA in accordance with the</p>	<p>8.3 价款的支付方式应依据华晨宝马的要求使用银行转账或支票。供应商须根据届时有效适用的中国税收法律法规向华晨</p>

<ul style="list-style-type: none"> - Amount - Swift code - International Bank Account Number or Bank Account Number - Signature or company stamp - Other information required by the PRC tax regulations, as amended from time to time 	<ul style="list-style-type: none"> - 金额 - 国际电联代码 - IBAN号或银行账户 - 签字或公司盖章 - 不时修订的中国税法所要求的其他信息
<p>8.5 In the event any third party is engaged by the Supplier as its subcontractor with prior written consent from BBA, the Supplier shall claim from BBA the third party expense in its net value (i.e., excluding any taxes, in particular VAT payable by such subcontractor) of aforementioned subcontractor. BBA will only be liable for the value-added tax payable by the Supplier directly for the service provided under the Purchase Contract with the pre-condition that the Supplier provides to BBA a valid and compliant tax invoice.</p>	<p>8.5 经华晨宝马事先书面同意, 供应商聘用第三方作为其分包商的, 供应商应就该该分包商的费用净值 (不含该分包商应缴纳的税费, 尤其是增值税) 向华晨宝马主张第三方费用。华晨宝马仅承担供应商依据采购合同提供服务直接产生的增值税, 前提是供应商已向华晨宝马提供有效且合规的税务发票。</p>
<p>8.6 If BBA demands the provision of a bank guarantee, the Supplier shall provide it within the time limit as requested by BBA. The Supplier shall apply to its bank with BBA's template for issuing a bank guarantee, which shall cover any claim for indemnification or allegation which can be made by BBA under the Purchase Contract. Any change to BBA's bank guarantee (template) shall obtain BBA's written consent in advance.</p> <p>If any advance payment is agreed by BBA, it shall only be made conditional upon the receipt of an advance payment bank guarantee provided by the Supplier.</p> <p>BBA's claim of rights under a bank guarantee will not affect its right to claim for indemnification of damages afterwards.</p>	<p>8.6 如华晨宝马要求供应商提供保函, 供应商应当于华晨宝马要求的期限内提供。供应商应当向其开户行申请按照华晨宝马提供的保函模板开具保函, 以涵盖华晨宝马根据采购合同可能提出的任何损害赔偿请求或主张。任何对华晨宝马保函模板的修改均应获得华晨宝马的事先书面同意。</p> <p>如双方约定由华晨宝马支付预付款, 则须以收到供应商提供的银行预付款担保函为前提条件。</p> <p>华晨宝马主张保函项下的权利并不影响其后续的索赔权利。</p>
<p>8.7 BBA may, at any time up until the expiry of two years after the final payment, demand the Supplier presenting the original vouchers. This provision shall endure beyond the termination of this Purchase Contract.</p>	<p>8.7 华晨宝马可以在支付最后一笔款项后的两年之内的任何时间要求供应商提供原始发票或收据凭证。此条款在采购合同终止/解除后仍然有效。</p>
<p>8.8 During the term of the Purchase Contract and two years after its termination, BBA may audit all BBA related account of the Supplier at any time with 5 working days prior written notice. For the purpose of carrying out the audit, the Supplier shall provide BBA with all related documents, true and authentic, and give any necessary assistance. During the process of audit, BBA or the engaged auditors are entitled to inspect and copy all documents, relevant books, time-records and accounting procedures which are related to the Purchase Contract.</p> <p>BBA's auditing right under this clause shall not be affected, be restricted or be hindered by the Supplier's duty of confidentiality owed to any third party. To avoid doubt, the Supplier shall obtain from the third party a prior consent for disclosure of information to BBA and shall ensure the proper fulfillment of its duty under this Clause hereof.</p>	<p>8.8 采购合同期间及终止后两年之内, 华晨宝马可随时对供应商的所有与华晨宝马有关的帐目进行审计, 但应提前5个工作日发出书面通知。为进行该等审计, 供应商应向华晨宝马提供全部真实有效的相关文件并给予任何必要的协助。审计期间, 华晨宝马或受聘审计师有权核查并复制所有与采购合同有关的文件、相关帐册、时间记录及会计程序。</p> <p>华晨宝马根据本条享有的审计权不应受到供应商对任何第三方负有的保密义务的影响、限制或阻碍。为避免歧义, 供应商应当自第三方获得向华晨宝马披露信息的事前批准并保证其对本条约定的义务的适当履行。</p>

	The Supplier shall not invoice BBA with these taxes separately as far as they are not so expressly provided in the Purchase Contract.	合同中未明确规定，供应商不应就前述税款向华晨宝马单独开具发票。
10 Duties, origin and export controls		
10.1	The Supplier shall comply with all applicable laws and regulations related to duties and export controls (including US and locally applicable export control law) and all the requirements related to the security of the supply chain.	10.1 供应商应当遵守与关税和出口管制相关的法律法规（包括美国以及当地适用的出口管制法）以及与供应链安全相关的一切要求。
10.2	At the request of BBA, the Supplier undertakes to provide all the required documents to support BBA during official investigations related to duties and export controls and to use similar caution in its dealings with its business partners.	10.2 根据华晨宝马的要求，供应商承诺在政府关税和出口管制相关调查中提供一切需要的文件支持华晨宝马，并在与其商业伙伴交易时尽到类似的注意。
10.3	BBA shall be entitled to reject the Goods/Services from the Supplier if the Supplier breaches regulations set out in Clause 10.1 hereof, and this would make the execution of the Purchase Contract by BBA a breach of the law. This same shall apply, notwithstanding an infringement by the Supplier, if the execution of the Purchase Contract by BBA would constitute a breach of the regulations set out in Clause 10.1. In these cases the Supplier agrees to waive its right to any compensation or other claims relating to the justified exercise of its right to withhold performance on the part of BBA.	10.3 如果供应商违反本一般条款第10.1条的规定，并因此导致华晨宝马签署采购合同的行为违法，华晨宝马有权拒绝收货/服务。如果华晨宝马签署采购合同构成对第10.1条规定的违反，即使构成对供应商违约，前述规定也应适用。在前述情况下，供应商同意放弃主张与其正当行使要求华晨宝马停止履行的权利相关的任何赔偿或其他请求的权利。
10.4	The Supplier must notify BBA of possible export restrictions relating to the Goods/Service to be provided which are applicable in the country of production and/or shipment. The Supplier must notify BBA if the Goods especially production equipment are subject to an export/re-export license under US law. If the Supplier is based in the European Union, it must notify BBA of existing license requirements for dual use goods and armaments pursuant to European export restrictions and their implementations in national law. The Supplier must also notify BBA of the relevant classification number (for US products, the "AL number" of goods included on the German exports list or in the EC Dual Use Directive, etc.) and of the possible license exceptions for Goods especially production equipment. All notifications must be sent directly to BBA, Department for Imports and Exports.	10.4 供应商应当告知华晨宝马与应当提供的货物/服务相关的、在生产国和/或装运国适用的可能发生的出口管制。供应商必须告知华晨宝马其供应的货物尤其是生产设备是否受到美国法关于出口/再出口许可的管制。如果供应商位于欧盟，则必须告知华晨宝马对关于军民两用物资和武器是否存在欧盟出口管制下的许可要求及其在国内法项下的适用。供应商还应当告知华晨宝马相关的分类号码（例如美国货物的ECCN出口管制分类号码，德国出口清单上或欧盟军民双重用途指令中的货物“AL号码”等），以及所有通知必须直接发送至华晨宝马进出口部。
10.5	The Supplier must support BBA with all the required means to reduce or minimize BBA's payment obligations relating to customs duties by laws. If the Supplier provides Services which may be imported into the recipient country on preferential terms, the Supplier must attach a preferential certificate of origin with each consignment if the legal requirements have been satisfied for this. If certificates of origin other than preferential ones are required in the recipient country as a result of national import regulations, BBA must also be supplied with these by the Supplier.	10.5 供应商应当通过一切必要的手段支持华晨宝马依法降低或减少海关关税方面的付款义务。如果供应商提供服务并基于优惠条件将该等服务进口至接收国，则供应商必须在法律要求成就的情况下于每次发货时附上原产地优惠证书。如果根据接收国的国内进口规定应提供原产地证书而非优惠证书，则供应商应当向华晨宝马提供原产地证书。
		供应商应就任何与海关关税相关的问题或指示与华晨宝马进出口部BBF-3进行联络。

<p>to avail itself of the following remedies at its discretion, whether or not any part of the Goods/Services have been accepted:</p> <p>(a) Request the Supplier to rectify the defect at the Supplier's expenses on time. If the Supplier is late with this, BBA can rectify the defect by itself or engage the third party for the rectification and demand compensation for the costs incurred by this.</p> <p>(b) Request the Supplier to replace the defective Goods with new ones within the period as provided in BBA's written request, which conform to the specifications, quality and performances as stipulated in the Purchase Contract, and bear all expenses incurred to and direct losses sustained by BBA. The Supplier shall, at the same time, guarantee the quality of the replacement Goods for a further warranty period as specified in Clause 11 of these GTC. If the Supplier fails to replace the defective Goods with those in compliance with the Purchase Contract within the aforesaid period, BBA is entitled to engage a third party to repair the defective Goods or to purchase replacement Goods from other suppliers. Any cost incurred from such repair or replacement shall be compensated by the Supplier to the BBA.</p> <p>(c) Request the Supplier to devalue the Goods/Services according to the degree of the inferiority, extent of damage and amount of losses suffered by BBA.</p> <p>(d) Rejects the Goods/Services (in whole or in part) and returns them to the Supplier. The Supplier shall agree to the rejection of the Goods/Services, refund BBA the value of the Goods/Services so rejected in the same currency as provided in the Purchase Contract, and bear all risk and direct losses and expenses in connection therewith including interest accrued, banking charges, storage, stevedore charges and all other necessary expenses required for the custody and protection of the rejected Goods/Services.</p> <p>(e) Fully or partially terminate the Main Contract.</p>	<p>华晨宝马是否已经验收了货物/服务的任何部分，华晨宝马都有权自主决定行使下列救济中的任意一项或几项：</p> <p>(a) 要求供应商及时自付费用修正瑕疵。如果供应商发生迟延，华晨宝马可自行或聘请第三方修正瑕疵并要求供应商赔偿由此产生的费用。</p> <p>(b) 要求供应商在华晨宝马书面要求中规定的期限内，以符合采购合同中规定的技术规范、质量和性能要求的新货物替换有瑕疵货物，并承担华晨宝马由此发生的一切费用和遭受的一切直接损失。供应商应同时在本一般条款第11条所规定的保修期间内保证替换货物的质量。如果供应商未能在上述期限内更换符合方同要求的货物，华晨宝马有权请第三方购买替换货物。因此发生的修理或替换费用应由供应商赔偿给华晨宝马。</p> <p>(c) 要求供应商按照质量低劣的程度、损害的程度和华晨宝马所遭受的损失数额对货物/服务加以折价。</p> <p>(d) 拒收全部或部分货物/服务，将货物/服务退还供应商。供应商应对华晨宝马拒绝接受货物/服务加以认可，以采购合同中约定的相同货币将被拒绝接受的货物/服务的一切风险和直接损失及费用，并承担与之相关的利息、银行收费、运费、保险费、检验费、仓储费、搬运费及保管和保护被拒绝接受的货物/服务所需的所有其他必要费用。</p> <p>(e) 全部或部分解除主合同。</p>
<p>12 Property Rights, Intellectual Property Rights and Rights of Use</p> <p>12.1 All documents, tools or other materials which are made available to the Supplier by BBA are BBA's properties (i.e. whose property rights remain with BBA). Goods or Service deliverables procured by the Supplier from a third party for BBA under the Purchase Contract are BBA's properties (i.e. whose property rights are transferred to BBA) since the date when Supplier completes its purchase deal with the third party or the execution date of the Main Contract, whichever occurs latter. Goods or Service deliverables created/produced by the Supplier for BBA under the Purchase Contract become BBA's properties (i.e. whose property rights are transferred to BBA) immediately upon being created/produced.</p> <p>The Supplier is liable for ensuring that the properties owned by BBA will be handled with due care, and that any access to and use of such properties by third parties without BBA's prior authorization will be prevented, any failure of which shall be</p>	<p>12. 所有权、知识产权与使用权</p> <p>12.1 在采购合同范围内华晨宝马提供给供应商的全部文件、工具或其他材料系华晨宝马财产（即：其所有权一直属于华晨宝马）。供应商为华晨宝马从第三方采购的采购合同项下的货物或服务交付物自前述采购完成或主合同签署之日（以后到者为准）即成为华晨宝马财产（所有权转让给华晨宝马）。供应商依据采购合同为华晨宝马制作/制造的货物或服务交付物一经制作/制造完毕即成为华晨宝马的财产（所有权转让给华晨宝马）。</p> <p>供应商有义务确保谨慎使用华晨宝马所有的财产，并禁止第三方未经华晨宝马事前授权而对该等财产进行任何接触或使用，就任何未经授权接触和使用供</p>

<p>12.5 Unless otherwise provided in the Main Contract, the intellectual property rights that have been lawfully obtained by the Supplier before the execution of the Purchase Contract (“Background Rights”) shall remain with the Supplier. In case any Goods/Services or Projects contain any Background Rights, BBA shall have a non-exclusive and non-transferable right to use such Background Rights (related costs has been included in the Price under the Main Contract), without any restrictions with regard to time, content, territory, form of storage or manner of use (including those saved in electronic media such as CD-ROM or as an on-line version etc.).</p> <p>In case that the Background Rights involves any intellectual-property rights owned by any third parties, the Supplier is obligated to, prior to the execution of the Purchase Contract, inform BBA in writing form of the extent to which the Supplier is restricted in its use of said Background Rights.</p>	<p>12.5 除双方在主合同中另有约定外，在采购合同订立前供应商已经合法取得的知识产权（下称“背景知识产权”）仍归供应商所有。如货物/服务或项目含有任何背景知识产权，华晨宝马对背景知识产权享有非独占的和不可转让的使用权（相关的使用费已在主合同中约定的价款中包含），在时间、内容、地域、存储介质或使用方式（包括那些存储在光盘等电子媒介或存储为在线版本等的内 容）等方面均不受任何限制。</p> <p>如背景知识产权涉及第三方知识产权，供应商应在采购合同订立前将其在使用该等背景知识产权中受到限制的程度和范围书面告知华晨宝马。</p>
<p>13 Data protection</p> <p>13.1 The Supplier shall ensure that all persons entrusted for the performance of the Purchase Contract will observe the statutory provisions on data protection and that they will not pass on to any third parties or exploit it in any other way which has not been provided in the Purchase Contract. Any obligation to maintain data secrecy required under private data protection law must be imposed on said personnel before they start their work, which must be evidenced to BBA upon request. BBA shall have the right to early terminate the Main Contract immediately if it deems that the information of its customer becomes unsafe or any right of its customer is affected due to the service provided by the Supplier under the Purchase Contract.</p>	<p>13. 信息保护</p> <p>13.1 供应商应保证所有接受其委托以履行采购合同的人员均应遵守关于信息保护的法律规定，并且该等人员不会将其在履行合同期间获知的任何个人信息转交第三方或以采购合同未约定的其它方式加以利用。供应商必须在前述人员开始工作之前令其负有依据个人信息保护法律的要求对个人信息进行保密的所有义务，并且经华晨宝马要求，供应商必须提供相关证明。如果状态或其客户的信息处于不安全状态或因其权利因供应商根据采购合同提供的服务受到影响，则华晨宝马有权立即解除主合同。</p>
<p>13.2 If the Supplier processes personal data during the provision of the works or service, it undertakes to conclude an agreement for data processing as requested by BBA and to ensure that any other necessary agreements for processing personal data are also concluded by its subcontractors. It may be necessary in individual cases that these agreements must be concluded directly between BBA and the subcontractor.</p>	<p>13.2 如果供应商在提供劳务或服务期间对任何个人信息进行处理，供应商承诺按照华晨宝马的指示签订数据处理协议，并承诺确保其分包商也将签订其他必要的个人信息处理协议。在个别情况下，华晨宝马可能需要同分包商直接签订该等协议。</p>
<p>14 Confidentiality and Advertising</p> <p>14.1 The Supplier and BBA undertake to treat all information including but not limited to commercial and technical information which they receive directly or indirectly from the other Party as part of their business relationship as confidential and not to disclose them to third parties. Regardless of this, BBA shall be entitled to disclose information to affiliated companies of BBA.</p>	<p>14. 保密与宣传</p> <p>14.1 供应商和华晨宝马承诺对所有与履行采购合同相关的从对方直接或间接取得的所有信息包括但不限于商业和技术信息以及所有工作成果予以保密且不向第三方披露，但是华晨宝马有权向其关联公司披露前述信息。</p>
<p>14.2 The obligation of confidentiality provided in Clause 14.1 hereof also applies to the extent of all the Supplier Personnel irrespective of the type and legal structure of the collaboration. The Supplier undertakes to impose the corresponding obligations of confidentiality on such personnel. It shall also</p>	<p>14.2 本一般条款第14.1条约定的保密义务也适用于供应商人员，不论其合作的模式和法律结构如何。供应商保证以上人员负有相应的保密义务。供应商亦将采取必要措施避免第三方获知其工作成果或</p>

16.2	It shall be the Supplier's responsibility to cause all and any of its subcontractors to act according to the regulations of this Clause 16.	16.2 供应商有责任促使其所有分包商按照本第16条的规定行事。
17	Force Majeure	17. 不可抗力
17.1	If any Party is prevented from executing this Purchase Contract by force majeure, that Party shall not be held liable for the non-execution of its obligations. The force majeure events shall include but not limited to fire, typhoon, flood, earthquake or other natural disasters, explosion, strike, change of law or policy, embargo or other events beyond any Party's reasonable control or foreseeability.	17.1 如任何一方因受不可抗力影响而无法履行采购合同, 该方对其无法履行义务的行为为不承担责任。不可抗力事件包括火灾、台风、洪水、地震或其他自然灾害、爆炸、罢工、法律或政策的改变、禁运或其他超出任何一方合理控制或预见能力范围的事件。
17.2	However, the Party prevented by the force majeure shall advise the other Party of such occurrence by fax within three days of this kind of incident. And the prevented Party shall furnish a certificate issued by the Chamber of Commerce at the locality of occurrence or other appropriate proof of the occurrence of such force majeure event latest within 14 days of this incident to prove that such occurrence really happened, one by fax and one original by registered express mail. Under such circumstances, however, the prevented Party is still under the obligation to take all necessary measures to overcome such incident. In case the accident lasts for more than two months, any Party shall have the right to terminate the Purchase Contract to the effect that the obligations of the Parties not due under the Main Contract need no longer to be further performed.	17.2 然而, 受不可抗力影响的一方应在事件发生的三日以内以传真的形式向另一方通知该等事件的发生, 并应在不可抗力事件发生的14日内提供事件发生当地的商会颁发的证明或其它可以证明不可抗力事件发生的适当文件以证明该等事件确实发生, 并将该证明以传真形式并将其原件以挂号快递邮件的形式寄送给另一方。然而在此情况下, 受不可抗力影响的一方依旧有义务采取所有必要措施克服不可抗力事件的影响。如果不可抗力事件持续超过两个月, 任何一方均有权解除主合同, 双方在采购合同项下尚未到履行期的义务无需继续履行。
18	Default Liability and Insurance	18. 违约责任与保险
18.1	Unless otherwise provided in writing by the Parties, in the event of any breach by the Supplier of its representations and warranties, or in the event of failure to perform any duty by the Supplier and/or Supplier Personnel, BBA shall be entitled to, including, without limitation, the following measures: (a) For any remediable breach by the Supplier, BBA shall have the right to decide at its own discretion to send to the Supplier a written notice requiring the Supplier to remedy its breach or performance not complying with the Purchase Contract at the Supplier's own cost within a time period prescribed in such written notice. (b) If the Supplier fails to complete the remedy to BBA's satisfaction at its own cost within the prescribed time period, or BBA decides not to request the Supplier to remedy its breach, BBA shall have the right to request the Supplier to continue or suspend its delivery of the Goods/Services, request the Supplier to suspend or reduce payment, request the Supplier to refund paid amount (including the corresponding interest), adjust the corresponding scope of Service, seek substitute goods or service by a third party, or take certain measures by its own to minimize the loss. (c) Fully or partially terminate the Main Contract either in whole or in part as well as to claim for liquidated damages equivalent to 30% of the total price under the Order. If such liquidated damages cannot cover all BBA's loss and expense incurred	18.1 除非双方另有书面规定, 如供应商违反采购合同中约定的陈述与保证, 或供应商和/或供应商人员未履行其在采购合同中约定的义务, 华晨宝马有权采取包括但不限于下列措施: (a) 就可补救的供应商违约, 华晨宝马有权自行决定向供应商发出书面通知要求供应商在通知中规定的期限内自付费用补救供应应商违反或不符采购合同约定的履约行为。 (b) 如果供应应商未在规定的期限内完成令华晨宝马合理满意的自费补救, 或者华晨宝马决定不要求供应应商补救其违约行为, 华晨宝马有权要求供应应商继续或暂停, 货物/服务的交付, 要求暂停或减少付款, 要求供应应商退回已付款项(包括相应利息), 调整相应的服务范围, 寻求第三方替代货物或服务或自行采取措施减少损失。 (c) 全部或部分解除主合同, 并且要求供应应商向华晨宝马支付相当于违约所涉及的金。如该等违约金不足以赔偿华晨宝马由此遭受的全部损失及费用(如诉讼费费用和律师费等), 则供应应商还应就违约

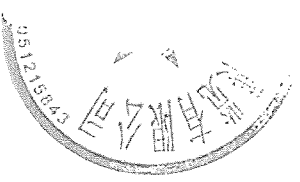
<p>on this person in relation to the negotiation, decision or execution of the Purchase Contract;</p> <p>(c) The Supplier fails to inform BBA of the Affiliate Relationship in accordance with Clause 3.13 herein;</p> <p>(d) The Supplier becomes insolvent, ceases to make payments or if a petition is filed for the opening of insolvency proceedings or of court winding-up proceedings over the assets of the Supplier or its sole majority shareholder.</p> <p>For the circumstances provided in item (a) to (c) of this Clause 19.3, BBA shall have the right to claim default penalties and compensation according to Clause 18.1 hereof.</p>	<p>(c) 供应商未能依据本一般条款第3.13条的约定将相关人员的关联关系通知华晨宝马;</p> <p>(d) 供应商无力偿还债务、中止付款、或已被申请开始针对供应商或其单一大股东的资产进行的破产清算程序或法院主持的解散清算程序。</p> <p>对于本第19.3条 (a) 项至 (c) 中约定的情形, 华晨宝马有权依据本一般条款第18.1条的约定向供应商主张违约金及相关违约赔偿。</p>
<p>19.4 If the Supplier is responsible for the grounds of the termination, BBA shall only pay for such Goods/Services that have been rendered up until then in accordance with the Purchase Contract and have been evidenced to be complete in themselves, to the extent that BBA can make use of said Goods/Services. This shall be without prejudice to any claims for penalties or damages by BBA. BBA shall not be liable to compensate the Supplier for BBA's exercising of the termination right.</p>	<p>19.4 如果供应商对合同解除负有责任, 则华晨宝马仅需对届时已经依据采购合同提供、其自身的完整性已经得到证明并且华晨宝马可以使用的货物/服务支付价款。华晨宝马主张违约金和损害赔偿的权利不受影响, 且华晨宝马无需因行使合同解除权利而向供应商承担任何赔偿义务。</p>
<p>19.5 If BBA is fully responsible for the grounds of the termination, BBA shall reimburse the expenses proven having been incurred up until termination of the Purchase Contract as a direct result of the Order. The Supplier shall not be entitled to any further claims for performance or damages by virtue of the termination. The intellectual property and/or utility rights to the results of the work completed up to the termination shall be transferred to BBA in accordance with Clause 12 hereof.</p>	<p>19.5 如果合同解除完全是由于华晨宝马造成的, 华晨宝马应向供应商补偿其截至采购合同被解除时供应商因履行订单而直接产生的且能被证明的费用。供应商不应由于合同解除而进一步提出任何关于履行合同或损害赔偿的主张。直至合同解除时产生的工作成果所附带的知识产权和/或使用权应依据本一般条款第12条的约定转交给华晨宝马。</p>
<p>19.6 Unless otherwise agreed and confirmed by BBA in writing, within the term or within six (6) months after the termination of the Purchase Contract, the Supplier shall not tender a job offer to any BBA employee who participated or has participated in the performance of the Purchase Contract, otherwise BBA shall have the right to request the Supplier to compensate all its losses resulted therefrom.</p>	<p>19.6 除非华晨宝马另行书面同意并确认, 在采购合同有效期内以及采购合同终止后六 (6) 个月内, 供应商不得向华晨宝马参与采购合同履行的前任及现任雇员发出招聘要约, 否则华晨宝马有权要求供应商赔偿其由此产生的全部损失。</p>
<p>19.7 Clause 8.7, Clause 8.8, Clause 11, Clause 12, Clause 13, Clause 14, Clause 18, Clause 19 and Clause 20 hereof shall continue to be effective after termination of the Main Contract.</p>	<p>19.7 本一般条款第8.7条、第8.8条、第11条、第12条、第13条、第14条、第18条、第19条和第20条于主合同解除或终止后继续有效。</p>
<p>20 Applicable Laws and Dispute Settlement</p> <p>20.1 The formation, validity, construction, performance of this Purchase Contract, and settlement of any disputes arising herefrom shall be governed by and construed in accordance with the laws of the PRC.</p>	<p>20. 法律适用与争议解决</p> <p>20.1 采购合同的签署、效力、解释、履行及由此所产生的争议的解决均应适用中华人民共和国法律并依其解释。</p>
<p>20.2 In the event a dispute arises in connection with the interpretation or implementation of this Purchase Contract, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations. If the dispute is not</p>	<p>20.2 由于解释或履行采购合同而产生的或与此有关的争议, 双方首先应通过友好协商解决。如果争议在友好协商开始后的60日内无法解决, 任何一方均可将该争</p>



Quotation Date: 2nd APR 2018
Quotation Version: The final



E. F&B		Item	Unit Price (RMB)	Qty	Total Price (RMB)	Description
餐食		项目	单价 (人民币)	数量	总价 (人民币)	描述
1		早餐			0.00	
2		Lunch			0.00	
3		Dinner			0.00	
E. F&B		小计			0.00	
F. Meeting		Item	Unit Price (RMB)	Qty	Total Price (RMB)	Description
会议		项目	单价 (人民币)	数量	总价 (人民币)	描述
1		Meeting Room Rental			0.00	
2		Meeting Equipment Rental			0.00	
3		Tea Break			0.00	
F. Meeting		小计			0.00	
G. Team Building		Item	Unit Price (RMB)	Qty	Total Price (RMB)	Description
团队建设		项目	单价 (人民币)	数量	总价 (人民币)	描述
1		Site Rental for Team Building			0.00	
2		Coach of Team Building			0.00	
3		Equipment for Team Building			0.00	
G. Team Building		小计			0.00	
H. Visits		Item	Unit Price (RMB)	Qty	Total Price (RMB)	Description
参观游览		项目	单价 (人民币)	数量	总价 (人民币)	描述
1		Tickets for Sites			0.00	
H. Visits		小计			0.00	
I. Miscellaneous		Item	Unit Price (RMB)	Qty	Total Price (RMB)	Description
杂项		项目	单价 (人民币)	数量	总价 (人民币)	描述
1		Mineral Water (瓶/人)	1.00	1	1.00	固定单价项, 瓶装矿泉水, 品牌矿泉水, 依规格、数量等参照市场价格。
2		Mineral Water (瓶/人)	2.00	1	2.00	固定单价项, 瓶装矿泉水, 品牌矿泉水, 依规格、数量等参照市场价格。
3		Fruits & Snacks			0.00	
4		Team Uniform & Banners			0.00	
I. Miscellaneous		小计			3.00	
J. Service Charge		Item	Unit Price (RMB)	Ratio	Total Price (RMB)	Description
服务费		项目	单价 (人民币)	比例	总价 (人民币)	描述
1		Service Charge	2,428.00	10%	242.80	10%服务费, 固定比例项, All tax inclusive, VAT normal Invoice (增值税普通发票)
J. Service Charge		小计			242.80	



Both in EN & CN

请在此放置公司LOGO

Project Name:

Project Date:

Quotation Date:

Quotation Version:

Agency Name:

Agency Address:

Contact Info (Name/E-mail/MP):

	Item 项目	Budget(RMB) 预算 (人民币)	Remark 备注	Description 描述
A	Insurance 保险	0.00		
B	Tour Guide 导游	0.00		
C	Transportation 交通	0.00		
D	Accommodation 住宿	0.00		
E	Food & Beverage 餐饮	0.00		
F	Meeting 会议	0.00		
G	Team Building 团队建设	0.00		
H	Visits 参观游览	0.00		
I	Miscellaneous 杂项	0.00		
J	Service Charge 服务费	0.00		
GRAND- Total共计(Business Tax included)		0.00		All tax inclusive, VAT normal invoice (增值税普通发票)

DETAILS

Remarks: Please note that 3rd party invoices are paid net by BBA since VAT is claimed back by your company.

A. Insurance 保险	Item 项目	Unit Price (RMB) 单价 (人民币)	QTY 数量	Total Price (RMB) 总价 (人民币)	Description 描述
1	Insurance 保险-平安行旅游意外险, 1人/2日险, 保额10万。			0.00	固定单价项。 如最终需求有别于该条目要求, 视为参考价。
2	Insurance 保险-1人/2日险, 保额20万。			0.00	固定单价项。 如最终需求有别于该条目要求, 视为参考价。
3	Insurance 保险-平安行旅游意外险, 1人/2日险, 保额30万。			0.00	固定单价项。 如最终需求有别于该条目要求, 视为参考价。
4	Insurance 保险-更多选择请注明保险公司、保 险项以及保额。			0.00	固定单价项。 如最终需求有别于该条目要求, 视为参考价。
A. Insurance 保险				0.00	

B. Tour Guide 导游	Item 项目	Unit Price (RMB) 单价 (人民币)	QTY 数量	Total Price (RMB) 总价 (人民币)	Description 描述
1	Tour Guide-Chinese Mandarin 中文普通话导游 (1人/2日含食宿)			0.00	固定单价项。 如最终需求有别于该条目要求, 视为参考价。 导游须为与服务商签约的正式导游。
2	Tour Guide-Chinese & English 中英文双语导游 (1人/2日含食宿)			0.00	固定单价项。 如最终需求有别于该条目要求, 视为参考价。 导游须为与服务商签约的正式导游。
B. Tour Guide 导游				0.00	

C. Transportation 交通	Item 项目	Unit Price (RMB) 单价 (人民币)	QTY 数量	Total Price (RMB) 总价 (人民币)	Description 描述
1	Bus Rental 租车费 (小巴, 中巴, 大巴)			0.00	
2	Flight Tickets 机票			0.00	
3	Train Tickets 火车票			0.00	
4	Subway/Bus 地铁/公交			0.00	

5	Taxi	出租车				0.00	
C. Transportation							
交通						0.00	
D. Accommodation							
住宿	项目	Unit Price (RMB)	数量	Total Price (RMB)	描述		
1	酒店			0.00	酒店名称/In room incl. breakfast 双床间含早餐		
住宿						0.00	
E. F&B							
餐饮	项目	Unit Price (RMB)	数量	Total Price (RMB)	描述		
1	早餐			0.00			
2	午餐			0.00			
3	晚餐			0.00			
餐饮						0.00	
F. Meeting							
会议	项目	Unit Price (RMB)	数量	Total Price (RMB)	描述		
1	Meeting Room Rental			0.00			
2	会议室租赁费			0.00			
3	Meeting Equipment Rental			0.00			
	Tea Break			0.00			
会议						0.00	
G. Team Building							
团队建设	项目	Unit Price (RMB)	数量	Total Price (RMB)	描述		
1	Site Rental for Team Building			0.00			
2	团队建设场地租赁			0.00			
3	Coach of Team Building			0.00			
3	Equipment for Team Building			0.00			
团队建设						0.00	
H. Visits							
参观游览	项目	Unit Price (RMB)	数量	Total Price (RMB)	描述		
1	Tickets for Sites			0.00			
参观游览						0.00	
I. Miscellaneous							
杂项	项目	Unit Price (RMB)	数量	Total Price (RMB)	描述		
1	Mineral Water (瓶/人)			0.00	固定单价项, 其他非品牌矿泉水、品牌矿泉水、体能饮料、易拉罐等参照市场价格。		
2	Mineral Water 矿泉水-农夫山泉 (瓶/人)			0.00	固定单价项, 其他非品牌矿泉水、品牌矿泉水、体能饮料、易拉罐等参照市场价格。		
3	Fruits & Snacks			0.00			
4	Team Uniform & Banners			0.00			
杂项						0.00	
J. Service Charge							
服务费	项目	Unit Price (RMB)	数量	Total Price (RMB)	描述		
1	Service Charge			0%	固定比例项, All tax inclusive, VAT normal Invoice (增值税含服务费)		
服务费						0%	

Statement of Expenses

Travel Agency/M.I.C.E.: _____

Department: _____

Venue: (please specify the detailed place of the activity)

BBA premises: _____

Agenda: (Please specify the agenda of the activity)

Date/Duration: _____

Total number of participants: _____

External venue: _____

Date	Time	Topic	Responsibilities

Breakdown of expenses:

Items (if applicable)	Unit price	Quantity	Sum
Insurance (mandatory)			0
Accommodation			0
Food & Beverage			0
Meeting room & facilities			0
Flight tickets			0
Train tickets			0
Bus rental fee			0
Visits			0
Guide			0
Coach			0
Mineral water			0
Gifts			0
Miscellaneous (please specify)			0
Service Charge (All tax inclusive, VAT normal invoice)			0
Total expenses:	0	0	0

Signature:

Organizer of BBA

Travel Agency Representative

Highest-Level Manager of BBA

驾驶员安全驾驶承诺书

驾驶员姓名:

电话:

身份证号:

驾龄:

尊敬的领导和同事们,

大家好!

我是_____公司的驾驶员_____, 受_____旅行社委托, 负责为大家提供本次团队建设的驾驶服务。

我承诺在本次活动的全部行程中文明行车, 谨慎驾驶, 严格遵守《中华人民共和国道路交通安全法》及相关《实施细则》, 严格执行当地交通安全管理部门和公司的车辆安全管理制度, 将大家安全地送达目的地并平安地带回家, 请各位领导和同事监督。

项目负责人:

驾驶员:

服务商 (盖章):

车牌号:

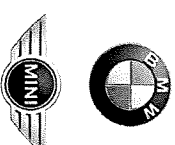
车辆公司:

年 月 日

年 月 日

备注: 请服务商提前在《驾驶员安全驾驶承诺书》上签字盖章交给团建随行人员或扫描给我公司团建负责人, 团建当天驾驶员须在服务商已签字盖章的《安全驾驶承诺书》上签字, 烦请服务商提前告知驾驶员。

BMW Group
BMW China Services Ltd.
宝马(中国)服务有限公司



框架合同
Frame Contract

供应商 康辉集团北京国际会议展览有限公司
Supplier

朝阳区农展馆南路13号12层1510
100125 Beijing
China

文档号码 4800006839
Document Number
文档日期 18.05.2018
Doc.Date
供应商号码 469513
Vendor No.

联系人 Sissy Lai
Contact Person
你的参考序号
Your Ref.
交付至
Delivery Address:

宝马(中国)服务有限公司

BMW China Services Ltd.

注意
Attention to

电话 中国北京市朝阳区东三环北路霞光里18号
Telephone 佳程广场B座21层
传真 21th Floor, Tower B, Gateway Plaza
Fax No.18 Xia Guang Li
打印日期 02.01.2019
Print Date North Road, East Third Ring, 100027
页数 1 of 9
Page Beijing, China
电话 +86 10 8455 8000
Telephone
传真 +86 10 8455 8028/8029
Fax

国际商业用语
(Incoterms)

UN
refer to payment terms

合同细节
Contract details

地址

Postal Address
中国北京市朝阳区
东三环北路霞光里18号
佳程广场A座18层

18th F, No.1 Tower A,
Gateway Plaza
No.18 Xiguanqili
North Road, East 3rd
Ring
Chaoyang District
Beijing 100027
PR China

电话
Telephone
+86 10-84558000

传真
Fax
+86 10-84558028

网址
Internet
www.bmw.com.cn

项目 Item	项目描述 Description	数量 Quantity	度量单位 Unit	单价 Net Unit Price in CNY
000010	Associate in Beijing/ Shanghai / Guangzhou/ Shenzhen: 800 RMB/ participating associate/ day	1.00	EA	800.00
000020	Associate in Chengdu/ Hangzhou : 700 RMB/ participating associate/ day	1.00	EA	700.00
000030	Associate in Shenyang and other 2nd/ 3rd tier cities : 600 RMB/ participating associate/ day	1.00	EA	600.00
000040	Associate out of department's maj or working location (Multi-location Joint function):	1.00	EA	1,000.00



供应商 Supplier	康辉集团北京国际会议展览有限公司	文档号码 Document Number	4800006839
		文档日期 Doc. Date	18. 05. 2018

Print Date 02.01.2019

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2. Related BCS business department ("BCS Requesting Department") will order the Services under this Frame/Value Contract through issuing written call-off(s) ("Call-off(s)") to the Supplier. Oral call-off(s) shall not be valid.
宝马服务相关业务部门（下称“宝马服务业务需求部门”）通过发出书面申购（下称“申购单”）向供应商订购本框架/价值合同项下的服务。口头申购无效。

This Frame/Value Contract and the Call-off(s) are hereinafter collectively referred to as the "Main Contract".
本框架/价值合同及申购单以下合称为“主合同”。

3. The Services quantity, delivery date and location for each order shall be provided in the Call-off(s).
每次订购的服务的数量、交付时间及地点应在申购单中明确。

4. Only the Services listed under this Frame/Value Contract shall be provided by the Supplier against the Call-off(s) issued by the BCS Requesting Department.
只有本框架/价值合同所列的服务，供应商才可以按宝马服务业务需求部门发出的申购单进行供应。

5. BCS has full discretion to unilaterally determine whether and when to issue the Call-off(s) based on its actual demands. This Frame/Value Contract originates no claim of the Supplier for conclusion of individual Call-off(s) for any Service provided hereunder by BCS.
宝马服务有权根据实际需求全权自行确定是否及何时发出申购单，本框架/价值合同并不赋予供应商要求宝马服务必须发出申购单以购本框架/价值合同所列任何一项服务的权利。

6. The documents listed below from item (b) to (e) are appendices to the Frame/Value Contract, and together with the Frame/Value Contract and Call-off(s), shall constitute the integral parts of the purchase contract between the Supplier and BCS ("Purchase Contract"), following the sequence of a step-down priority with respect to the construction and performance of the Purchase Contract. In the event of any conflict among the documents, the component document with the higher priority shall prevail:
下面第 (b) 项至第 (e) 项所列文件是框架/价值合同的附件，

宝马(中国) 服务有限公司 BMW China Services Ltd.	地址 Postal Address 中国北京市朝阳区 东三环北路霞光里18号 佳贸广场A座18层	18th F, No.1 Tower A, Gateway Plaza No.18 Xuanwumen North Road, East Ring Chaoyang District Beijing, 100027 PR China	电话 Telephone +86 10-84558000
			传真 Fax +86 10-84558028
		网址 Internet www.bmw.com.cn	



供应商 Supplier	康辉集团北京国际会议展览有限公司	文档号码 Document Number	4800006839
Print Date	02.01.2019	文档日期 Doc. Date	18. 05. 2018
页数 Page	5 of 9		

求相关内容。如果最终报价单或供应商报价中的技术要求与宝马服务询价函中约定的内容不同，则此等差异仅应在供应商通过一份附于最终报价单的单独文件突出强调且明确指出、获得宝马服务事前书面许可、并在附件《技术要求》中予以明确方能成为采购合同的组成部分。最终报价单中不应包含任何法律条款和发货相关条款，否则该等条款无效。

8. If the Supplier concludes Purchase Contract with BCS for the first time, it shall fill in a vendor information form in an accurate manner as requested by BCS, and fax this document back to BCS Purchasing Department and Finance Department respectively after signing it and affixing its chop on it. Otherwise BCS shall not be liable for any delay of payment resulting therefrom. 如果供应商第一次与宝马服务签订采购合同，供应商应按宝马服务要求准确填写供应商信息表，并在签字且盖章后分别传真给宝马服务采购部及财务部。否则，宝马服务对任何由此引起的付款延迟不承担任何责任。

9. The Supplier's competitive capacity in certain aspects such as quality, costs and ability to deliver as well as the ability to maintain state-of-the-art delivery of service(s) during the entire contract term is a precondition for conclusion of the Purchase Contract. 供应商在整个合同有效期内保持在质量、成本、交付能力以及所交付服务的技术先进状态等方面的竞争力是缔结采购合同的前提条件。

10. This Frame/Value Contract shall remain valid until 2019.12.31 unless otherwise provided in writing by the Parties. 除非双方另行书面约定，本框架/价值合同将持续有效至2019.12.31

11. In the event that any of the following circumstances occur, the Main Contract shall be terminated:
有下列情形之一的，主合同终止：
(a) The term provided in the Frame/Value Contract expires;
(b) 框架/价值合同中约定的合同期限届满；

The accumulated total value under the Call-off(s) reaches BCS's target total value as specified in the Purchase Contract;
申购单累计的采购价款已达到采购合同中约定总采购价款；
(c)

宝马(中国)
服务有限公司
BMW China
Services Ltd.
地址
Postal Address
中国北京市朝阳区
东三环北路霞光里18号
佳程广场A座18层
18th F.No.Tower A,
Civeway Plaza
No.18, East 3rd
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Chaoyang District
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传真
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+86 10-84558028
网址
Internet
www.bmw.com.cn



4800006839

18.05.2018

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to BCS.

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the

of BCS:



供应商
Supplier

康辉集团北京国际会议展览有限公司

文档号码
Document Number

4800006839

文档日期
Doc. Date

18. 05. 2018

Print Date

02.01.2019

页数
Page

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无需签字，电子审批完毕 No signature required, electronically approved by	公司签章 Company Seal
<div>Sonia Wang Cornelia Gaertner</div> <div></div>	

宝马(中国)
服务有限公司
BMW China
Services Ltd.

地址
Postal Address
中国北京市朝阳区
东三环北路霞光里18号
佳程广场A座18层

18th F, No. Tower A,
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PR China

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+86 10-84580000

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Fax
+86 10-8458028

网址
Internet
www.bmw.com.cn

供应商确认 Supplier Confirmation	
签名 Name	<div></div>
日期 Date	
签名 Sign.	

General Terms and Conditions for Purchase of Goods and Services
(Version 11/ 2016)
关于采购货物和服务的一般条款 (2016 年 11 月版本)

List of Clauses 条款目录	Page 页码
1. Scope of Application 适用范围	2
2. Conclusion and Integral Parts of the Purchase Contract 采购合同的订立与构成	2
3. Execution of the Purchase Contract 采购合同的执行	3
4. Amendments and Supplements 修改与补充	8
5. Inspection and Acceptance 检查和验收	9
6. Deadline and Delay 期限和迟延	9
7. Power of Representation 授权	10
8. Price, Invoicing and Payment 价款、发票开具和付款	11
9. Taxes 税费	14
10. Duties, Origin and Export Controls 关税、原产地和出口管制	15
11. Quality Warranty and Claim 质量保证和索赔	16
12. Property Rights, Intellectual Property Rights and Rights of Use 所有权、知识产权与使用权	17
13. Data Protection 信息保护	19
14. Confidentiality and Advertising 保密与宣传	19
15. Environment Protection 环境保护	20
16. Social Responsibility 社会责任	20
17. Force Majeure 不可抗力	21
18. Default Liability and Insurance 违约责任与保险	21
19. Termination 合同终止与解除	22
20. Applicable Laws and Dispute Settlement 法律适用与争议解决	23
21. Miscellaneous 其他	24

Confirmed by affixing chops of the Parties 双方盖章确认

BMW China Services Ltd. (chop) 宝马 (中国) 服务有限公司 (盖章)	Supplier: _____ (chop) 供应商: _____ (盖章)
--	--

2.3	Unless otherwise agreed, the version of these GTC and STC(s) in force at the time of the contract conclusion shall be an integral part of the Purchase Contract. BCS reserves the right to revise the current version of these GTC and STC(s), and issue new versions. BCS shall deliver the revised version to the Supplier, and the Supplier shall confirm the contents or provide feedback in writing within 5 working days upon receiving it, otherwise it shall be regarded as the Supplier's acceptance of the revised version.	2.3	除非另有约定，本 一般条款和特殊条款 在采购合同订立时有效的版本应当成为采购合同的组成部分。宝马 服务 保留修改本 一般条款和特殊条款 时有效的版本并发布新版本的权力。宝马 服务 应当向供应商提供修改的版本，且供应商应当于收到后五个工作日内以书面方式确认其内容或提供反馈，否则应视为供应商已经接受了修改的版本。
2.4	Project's specific technical requirements, service standard, Goods' specifications and drawings, Project's implementation plans and other details of the Project shall be included in the Service Level Agreement or Technical Requirements. If no Service Level Agreement or Technical Requirements is prepared, technical requirements related contents provided in BCS's request for quotation ("RFQ") and technical requirements related contents provided in the final quotation confirmed by both Parties or those contents provided in the Supplier's tender, bidding documents or proposal ("Supplier's Quotation") shall apply. If the technical requirements related contents provided in the final quotation confirmed by both Parties or Supplier's Quotation differ from the technical requirements related contents provided in BCS's RFQ, these differences shall not be applied unless the Supplier has highlighted and pointed out the differences in a separate document annexed to its final quotation, obtained written prior consent from BCS and included such differences in the Service Level Agreement or Technical Requirements.	2.4	关于项目的具体技术要求、服务标准、货物规格与图纸、项目实施计划和其他与项目相关的细节在《服务水平协议》或《技术要求》中明确。如果双方没有准备《服务水平协议》或《技术要求》，则应适用宝马 服务 发出的询价函（下称“询价函”）中包含的技术要求相关内容和双方确认的最终报价或供应商要约、投标文件或报价（下称“供应商报价”）中的技术要求相关内容。如果双方确认的最终报价或供应商报价中的技术要求与询价函中约定的内容不同，则此等差异仅应在供应商通过一份附于最终报价的单独文件突出强调且明确指出、获得宝马 服务 事前书面许可、并在《服务水平协议》或《技术要求》中以明确后方可适用。
2.5	These GTC and the applicable STC(s) shall apply to the Purchase Contract and all its appendices and amendments and supplements (if any).	2.5	本 一般条款 及适用的 特殊条款 应适用于采购合同及其所有附件、修订与补充协议（如有）。
3	Execution of the Purchase Contract	3.	采购合同的执行
3.1	The Supplier shall bear the overall responsibility for the Project, i.e. the Supplier shall be accountable to BCS for the Project in all process stages for performing the Purchase Contract and with regard to all components of the Projects irrespective of whether the Supplier has used subcontractor directly or indirectly as part of its execution of the Purchase Contract.	3.1	供应商应对项目承担全部责任，即供应商应在履行采购合同的所有环节中对项目各个方面向宝马 服务 负责，不论供应商是否已直接或间接使用了分包商作为其对采购合同执行的一部分。
3.2	The Supplier shall fully safeguard the interests, brands, and product image of BCS, BMW Group and BMW dealers, fully perform the duties under the Purchase Contract, and make ultimate efforts to provide to BCS the Goods/ Services agreed under the Purchase Contract with due diligence, high efficiency and sufficient conscientiousness.	3.2	供应商应充分维护宝马 服务 、宝马集团及宝马经销商的利益、品牌及产品形象，完全履行采购合同项下供应商的各项义务，并且尽最大努力谨慎、高效并充分地负责地向宝马 服务 提供采购合同约定的货物/服务。
3.3	The Supplier may directly or indirectly appoint a third party as its subcontractor only after the prior written consent of BCS. This shall not prejudice any right of BCS to claim against the Supplier for its overall responsibilities and liabilities for the Project as set out in Clause 3.1 herof. The Supplier shall ensure that the subcontractor is to be bound by	3.3	仅在经过宝马 服务 事先书面同意的情况下，供应商方可直接或间接聘用第三方作为分包商。该等聘用不得影响宝马 服务 就供应商依据本 一般条款 第3.1条应就项目所承担的全部义务和责任向其提出主张的任何权利。供应商应当通过与

3.7	In the event of any government inspection/investigation to BCS in relation to the Purchase Contract, the Supplier shall cooperate and support actively upon the request by BCS.	3.7	如果发生任何针对宝马服务的与采购合同相关的政府检查/调查，供应商应根据宝马服务的要求积极配合和支持。
3.8	The Supplier must appoint a project manager.	3.8	供应商必须指定一名项目经理。
(a)	The project manager shall plan, coordinate and supervise all the aspects of the Project under the Order. He or she shall be the responsible contact person reporting to BCS's project manager.	(a)	项目经理应当计划、协调和监控订单项目的所有方面。他/她应作为向宝马服务的项目经理汇报的负责联络人。如果宝马服务要求，供应商的项目经理必须随时将项目进展情况向宝马服务的项目经理。为此，他/她必须提供包含起止时间、完成程度和每一功能/职能现状的最新报告。如发生任何可能影响采购合同履行紧急情况，供应商的项目经理应立即（无论如何不迟于紧急情况发生后的两小时内）向宝马服务的项目经理进行报告。
(b)	The Supplier's project manager shall upon request inform BCS's project manager of the status of the Project at any time. To do this, he or she must provide an up to date report with the start and finish dates, level of completion and the status of each function. In the event of any emergency which may affect the performance of the Purchase Contract, the Supplier's project manager shall immediately (in any event not later than two hours after the emergency) report to BCS's project manager.	(b)	项目经理应仅基于重大原因且在事先书面通知宝马服务的情况下被供应商替换。如果必要，宝马服务可以要求替换供应商的项目经理。
(c)	The project manager may only be replaced by the Supplier for a material reason and after giving prior written notification to BCS. If needed, BCS may demand the replacement of the Supplier's project manager.	(c)	
3.9	Unless otherwise provided in the RFQ, the Supplier shall, without any additional payment, take all the measures that are necessary to achieve the underlying object of the Purchase Contract, even if they are not expressly set out in the Purchase Contract. These include in particular that: (a) the Supplier shall mark or label the Goods or deliverables of Services in the manner required by laws or regulations or as prescribed by BCS; (b) the Supplier shall document all tests carried out in the course of executing the Purchase Contract and their results, reserve all the documents and data carriers concerning the deliveries/results with respect to the Goods/Services, and shall ensure that it is easily possible to assign said deliveries/results to specific Goods/Services. The Supplier shall keep the above documentation for a period of at least 10 years after the completion of the Project and shall, at the sole cost of the Supplier, supply it to BCS on request, or offer it to BCS before said documentation is destroyed, or destroy it and provide evidence acceptable to BCS regarding the destruction of such item pursuant to the prior written instruction of BCS; (c) the Supplier shall perform data-handling in accordance with the regulations of BCS, including the maintenance of back-up for all data relevant to collection of fee with respect to the Goods/Services, e.g. records of staff's working time, and the effective protection of IT system against loss of data; (d) if needed for the execution of the Purchase Contract, BCS may provide tools, dies, documents, information, data (e.g. factual statements about products of BCS and BMW Corporate Identity Programme for corporate identity and design requirement), die-plates, patterns, samples, drawings and/or other materials (hereinafter collectively referred to as the "Documents/Materials"). The expenses, costs etc. for the	3.9	除非询价函中另有规定，供应商应当采取一切必要措施达到采购合同的预期目标且不收取任何额外费用，即使该等目标并未明确规定于采购合同中。该等措施特别包括： (a) 供应商应当按照法律法规规定或宝马服务要求的方式对货物或服务的交付物进行标注或标记； (b) 供应商应当记录执行采购合同时所做的一切测试及其结果、保存与货物/服务相关的涉及交货情况/结果的所有文件和数据载体，并且应当确保前述所有文件情况/结果易于与具体的货物/服务相对应。供应商应自项目完成后保留前述资料至少10年，且应根据要求将其提供给宝马服务，或于前述资料销毁前向宝马服务提供，或者根据宝马服务事先书面指令将其销毁并提供宝马服务可接受的销毁证据，就所有上述活动供应商应向宝马服务收取任何费用； (c) 供应商应按宝马服务的规定进行数据处理，包括对所有与收取货物/服务相关费用的数据（例如员工的工作时间记录）进行维护备份，以及对IT系统进行有效的保护以防止数据丢失； (d) 为履行采购合同的需要，宝马服务可向供应商提供工具、模具、文件、信息、提供的宝马服务产品的事实描述和宝马企业形象（例如为企业形象和设计要求提供的宝马服务产品的事实描述和宝马企业形象准则）、模板、图形、样品、图纸和/或其他材料（以下统称为“文件/物品”）。由宝马服务提供的文件/物品

	directly. The Supplier shall keep BCS harmless from and fully indemnified for the damages so incurred.	商索赔。供应商应使宝马服务不受损害，并全额赔偿因此产生的损失。
3.13	If any employee, director, officer or shareholder of the Supplier has any relative relationship, commercial interest relationship or other affiliate relationship (the “ Affiliate Relationship ”) with BCS or any of its employees, officers or directors of BCS, or any employee, director, officer or shareholder of the Supplier has any Affiliate Relationship with BCS’s other suppliers or their personnel, and the Affiliate Relationship might affect the impartiality of business relationship between BCS and the Supplier, or BCS and other suppliers, and/or the interest of BCS, the Supplier shall promptly inform BCS of such relationship, provided that such relationship is identifiable with due care of general businessmen, and BCS shall have the right to request the Supplier not to involve or suspend its involvement in the related transactions. If BCS raises specific requests on the form and contents for the disclosure of the Affiliate Relationship to the Supplier, the Supplier shall meet such requests.	3.13 如果供应商的任何雇员、董事、管理人员或股东与宝马服务或其任何雇员、管理人员或董事存在亲属关系、商业利益关系或其它关联关系（下称“ 关联关系 ”），或者供应商的任何雇员、董事、管理人员或股东与宝马服务的其他供应商或其相关人员之间存在前述关联关系，并且该等关联关系可能影响宝马服务与供应商之间、或是宝马服务与其它供应商之间的商业关系的公平性和/或宝马服务的利益，则供应商应在通过一般商人的正常商业谨慎就可以发现的范围内，将此种关系及时书面通知宝马服务，宝马服务有权要求供应商不参与或暂缓参与相关交易。如果宝马服务对披露前述关联关系向供应商提出形式和内容方面的特定要求，供应商应按照宝马服务的要求进行披露。
3.14	The Purchase Contract entered into by and between BCS and the Supplier does not by any means establish any employment relationship between BCS and the Supplier Personnel. The Supplier Personnel may not work as a member of BCS team. They may however act as the consultants to a BCS team if their work with regard to the provision of Goods/Services or the Project consists in guiding the BCS team (i.e., guiding and management function).	3.14 供应商与宝马服务之间签署采购合同不应以任何方式被理解为在宝马服务与供应商人员之间建立劳动关系。供应商人员不得作为宝马服务团队的成员工作。但是如果其与货物/服务或项目相关的工作包括为宝马服务团队提供指导（即指导和管理职能），则相关供应商人员可以作为团队的顾问。
3.15	The Supplier Personnel are not entitled to use or claim benefits or facilities provided by BCS, including but not limited to: <ul style="list-style-type: none"> - company doctor and medical service (with the exception of accident care) - use of company cars and shuttles - subsidized catering - working garments provided free of charge or at a reduced price - participation in the BCS Associate Improvements Suggestion Scheme - business cards/personal stationery etc. Any and all exceptions to this rule as specified in the previous paragraph of this Clause 3.15 (e.g. subsidized catering and canteen service and shuttle service) must be agreed by prior written agreements.	3.15 供应商人员无权使用或主张宝马服务提供的福利和设施，包括但不限于： <ul style="list-style-type: none"> - 公司医生和医疗服务（事故处理除外） - 公司车辆和通勤车/班车 - 受补助的餐食 - 免费或折价工作服务 - 参加宝马服务员工改进建议计划 - 名片/个人文具等 本第3.15条前款规定（如补助餐食和餐厅服务以及通勤车服务）的任何例外均须通过双方书面协议约定。
3.16	The Supplier Personnel shall not be included in BCS’s mailing lists, job plans, telephone directories, vacation plans etc. They may however be named and listed in BCS systems for capacity planning or control provided that: <ul style="list-style-type: none"> - such systems are used on the request of the Supplier involved. 	3.16 供应商人员不应列于宝马服务的邮件列表、工作计划、电话簿、休假计划等之内。但可以为了产能计划或控制的目的将其列于宝马服务系统中，其前提是： <ul style="list-style-type: none"> - 该系统是应相关供应商的要求使用的。

<p>undertakes to suggest amendments or supplements to BCS which it regards as necessary or expedient to ensure the successful fulfilment of the Purchase Contract and to execute said amendments or supplements after receiving written consent from BCS.</p>	<p>或有利的任何修改与补充，供应商承诺将向宝马服务提出建议，并在得到宝马服务的书面同意后实施该等修改与补充。</p>
<p>4.2 If an amendment results in an increase or reduction in costs and/or a deadline extension, the Supplier undertakes to point this out at the same time as providing its amendment suggestion or immediately after receiving the amendment request from BCS and to submit an appropriate supplementary quotation. The amendment shall be made on the basis of a written agreement which contains details of the payment of additional costs or the refund of prepaid costs and the timetable for the work.</p>	<p>4.2 如果一项修改导致成本增加或减少和/或期限延长，供应商有义务在提交其修改建议的同时或在收到宝马服务的修改要求后立即指出上述情况，并且有义务提交相应修订后的报价。变更应该以书面协议的形式做出，该协议应该就额外成本的补偿或成本减少部分的返还及日程安排做出明确约定。</p>
<p>4.3 If an amendment means that the Supplier must provide additional Goods/Services which are not included in the Purchase Contract, the Supplier shall only be entitled to the additional Price insofar as it has been agreed prior to the execution of the additional work for such Goods and Services. The additional Price shall be determined in accordance with the basis for calculating the Price for the Goods/Services provided for in the Purchase Contract and according to the special costs of the additional Goods/Services required.</p>	<p>4.3 如果一项变更需要供应商进一步提供采购合同中未规定的货物/服务，只有在双方在该等额外工作实施之前对所需额外支付的价款达成一致的情况下，供应商才有权取得该等额外价款。额外价款的数额应按照采购合同约定的货物/服务的定价依据和需要额外提供的货物/服务的具体成本决定。</p>
<p>5 Inspection and Acceptance</p> <p>5.1 Unless otherwise provided in the Main Contract, after the whole Project as stipulated in the Purchase Contract has been completed, the Supplier shall submit a written confirmation on readiness for acceptance and handover all documentations associated with the Purchase Contract. BCS shall undertake the inspection and acceptance upon receiving the aforesaid confirmation and documentations. If the inspection of Goods/Services provided by the Supplier requires any commissioning, the inspection and acceptance shall not be conducted until the commissioning has been successfully concluded.</p>	<p>5. 检查和验收</p> <p>5.1 除非主合同另有规定，采购合同约定的项目全部完成后，供应商应当向宝马服务提交准备就绪可以验收的书面确认，并将与采购合同相关的所有文件交付给宝马服务。宝马服务应在收到前述确认及文件后及时启动验收程序。如果检查供应商提供的货物/服务需要试运行，则检查和验收程序直至上述试运行成功结束后方可进行。</p>
<p>5.2 The acceptance of the Project shall be recorded in writing. The acceptance procedure shall not be completed until the Supplier has removed all the defects as provided in Clause 11 that have been found during the acceptance test. The removal of defects must be performed by the Supplier within a reasonable period and, at the latest, before the deadline set by BCS.</p>	<p>5.2 对项目的验收应有书面记录。只有在验收测试中发现的本合同条款第11条约定的瑕疵被供应商全部消除后，验收方可完成。供应商应在合理的期限内尽快消除前述瑕疵，最晚不超过宝马服务规定的截止期限。</p>
<p>5.3 The handover of the completed Goods/Services ready for use shall not constitute the acceptance of related Goods/Services. Payments by BCS in whole or in part shall not indicate that BCS has accepted the Goods/Services under the Purchase Contract.</p>	<p>5.3 双方交接已经完工、可以使用的货物/服务不构成对相关货物/服务的验收。宝马服务全部或部分支付款项并不代表其采购合同项下的货物/服务已通过验收。</p>
<p>6 Deadline and Delay</p> <p>6.1 Delivery dates (for Goods purchase, dates when the Goods arrive at BCS appointed place) agreed by both Parties are binding. Whenever deadlines are stated by calendar week or</p>	<p>6. 期限和迟延</p> <p>6.1 双方一致同意的交付日期（对于货物采购，交付日期是指货物到达宝马服务指定收货地点的日期）具有法律约束力。</p>

	set out in the Purchase Contract and to ensure that the Project can be conducted correctly and which shall not have any negative effects of a qualitative, deadline or financial nature for BCS. This shall also apply to the declarations which are materially necessary for the coordination and monitoring of the execution of the Purchase Contract.		目得到正确实施所必须的措施，但不得对宝马服务造成质量、期限或财务方面的负面影响。前述规定也适用于对执行采购合同的协调和监控来说实质上必要的声明。
7.2	The Supplier acknowledges that any third parties, whom BCS entrusts with planning and/or monitoring tasks, do not have any authority to represent BCS in giving any notification, direction or instruction that BCS is entitled to grant under the Purchase Contract. They particularly do not have the right to extend performance deadlines or to legally acknowledge invoice sums, Price, management time, quantity surveys or suchlike.	7.2	供应商了解：宝马服务委托的执行计划和/或监控任务的任何第三方均无权代表宝马服务做出任何其在采购合同项下有权发出的通知、指令或指示。特别是，该第三方无权延长订单执行的截止期限，亦无权认可发票金额、价款、管理工时、工作量统计或类似事项。
7.3	BCS has the right, but not the obligation, on behalf of the Supplier to accept deliverables from a third party in the Supplier's absence upon prior consent of the Supplier; however, BCS shall not be liable for the completeness and correctness of the deliveries even if BCS has acknowledged the receipt in writing. The Supplier shall bear all of the risks associated with the deliverables.	7.3	宝马服务有权，但没有义务，在供应商缺席的情况下经供应商事先同意代表供应商接受第三方的交付物，但是宝马服务不对该交付物的完整性和准确性负责，即使其已书面签收。供应商应承担与交付物相关的所有风险。
7.4	If needed for fulfilling the Purchase Contract, the Supplier must obtain any third-party permit or authorization at its own cost, and must provide BCS with proof thereof. In this regard, the Supplier shall fully indemnify BCS for any claims for damages as well as any contractual or statutory claims by third parties.	7.4	如果履行采购合同需要，供应商应自费用取得第三方许可或授权，并且应向宝马服务出示相关证明。供应商应就第三方提出的任何与此相关的索赔主张及其基于合同约定或法律规定的对宝马服务造成的损失进行全额赔偿。
8	Price, Invoicing and Payment	8.	价款、发票和付款
8.1	Unless otherwise agreed in the Main Contract, all the price under the Purchase Contract shall be fixed prices inclusive of any statutory payable value-added tax and all additional costs such as transportation and installation costs, travel and lodging costs, surcharges, etc. (herein referred to as the "Price"). The Price shall maintain unchanged until all of the Project to be rendered under the Purchase Contract has been completed. Hospitality / entertainment expenses will not be reimbursed by BCS.	8.1	除非主合同另有约定，采购合同项下的价格是固定价格，且已经包含法定应付的增值税及所有额外成本如交通费、安运费、差旅费及附加费等（以下统称为“价款”）。价款在采购合同项下的项目履行完毕之前保持不变。宝马服务承担招待/娱乐费用。
8.2	Unless otherwise agreed in writing, the Price shall not be paid until the completion of the Project and the acceptance of the Goods/Services in accordance with the Purchase Contract, or if provided in the Main Contract that the Goods/Services will be provided in various phases, until the acceptance/inspection of the Goods/Services by BCS for a specific phase.	8.2	除非双方另有书面约定，宝马服务在供应商按照采购合同约定完成项目以及货物/服务通过验收之前没有义务支付价款。如果主合同规定货物/服务分不同阶段提供，则某一特定阶段的货物/服务通过宝马服务验收前宝马服务无义务付款。
8.3	Payment for the Price shall be made by bank transfer or by cheque at BCS's discretion. The Supplier must issue the qualified invoice/voucher to BCS in accordance with the applicable PRC tax regulations in force. The original invoice/voucher must be addressed to the Finance Department of BCS. In the event of non-compliance with the Purchase	8.3	价款的支付方式应依据宝马服务的要求使用银行转账或支票。供应商须根据届时有效适用的中国税收法律法规向宝马服务开具合规的发票或收据。原始发票或收据应当寄送至宝马服务财务部门。如供应商未能履行采购合同的约定，宝

<ul style="list-style-type: none"> - International Bank Account Number or Bank Account Number - Signature or company stamp - Other information required by the PRC tax regulations, as amended from time to time 	<ul style="list-style-type: none"> - 签字或公司盖章 - 不时修订的中国税法所要求的其他信息
<p>8.5 In the event any third party is engaged by the Supplier as its subcontractor with prior written consent from BCS, the Supplier shall claim from BCS the third party expense in its net value (i.e., excluding any taxes, in particular VAT payable by such subcontractor) of aforementioned subcontractor. BCS will only be liable for the value-added tax payable by the Supplier directly for the service provided under the Purchase Contract with the pre-condition that the Supplier provides to BCS a valid and compliant tax invoice.</p>	<p>8.5 经宝马服务事先书面同意, 供应商聘用第三方作为其分包商的, 供应商应仅就该分包商的费用净值 (不含该分包商应缴纳的任何费用尤其是增值税费) 向宝马服务主张第三方费用。宝马服务仅承担供应商依据采购合同提供服务直接产生的增值税, 前提是供应商已向宝马服务提供有效且合规的税务发票。</p>
<p>8.6 If BCS demands the provision of a bank guarantee, the Supplier shall provide it within the time limit as requested by BCS. The Supplier shall apply to its bank with BCS's template for issuing a bank guarantee, which shall cover any claim for indemnification or allegation which can be made by BCS under the Purchase Contract. Any change to BCS's bank guarantee (template) shall obtain BCS's written consent in advance.</p> <p>If any advance payment is agreed by BCS, it shall only be made conditional upon the receipt of an advance payment bank guarantee provided by the Supplier.</p> <p>BCS's claim of rights under a bank guarantee will not affect its right to claim for indemnification of damages afterwards.</p>	<p>8.6 如宝马服务要求供应商提供保函, 供应商应当于宝马服务要求的期限内提供。供应商应当向其开户行申请按照宝马服务提供的保函模板开具保函, 以涵盖宝马服务根据采购合同可能提出的任何损害赔偿请求或主张。任何对宝马服务保函模板的修改均应获得宝马服务的事先书面同意。</p> <p>如双方约定由宝马服务支付预付款, 则须以收到供应商提供的银行预付款担保函为前提条件。</p> <p>宝马服务主张保函项下的权利并不影响其后续的索赔权利。</p>
<p>8.7 BCS may, at any time up until the expiry of two years after the final payment, demand the Supplier presenting the original vouchers. This provision shall endure beyond the termination of this Purchase Contract.</p>	<p>8.7 宝马服务可以在支付最后一笔款项后的两年之内的任何时间要求供应商提供原始发票或收据凭证。此条款在采购合同终止/解除后仍然有效。</p>
<p>8.8 During the term of the Purchase Contract and two years after its termination, BCS may audit all BCS related account of the Supplier at any time with 5 working days prior written notice. For the purpose of carrying out the audit, the Supplier shall provide BCS with all related documents, true and authentic, and give any necessary assistance. During the process of audit, BCS or the engaged auditors are entitled to inspect and copy all documents, relevant books, time-records and accounting procedures which are related to the Purchase Contract.</p> <p>BCS's auditing right under this clause shall not be affected, be restricted or be hindered by the Supplier's duty of confidentiality owed to any third party. To avoid doubt, the Supplier shall obtain from the third party a prior consent for disclosure of information to BCS and shall ensure the proper fulfillment of its duty under this Clause hereof.</p>	<p>8.8 采购合同期间及终止后两年之内, 宝马服务可随时对供应商的所有与宝马服务有关的帐目进行审计, 但应提前5个工作日发出书面通知。为进行该等审计, 供应商应向宝马服务提供全部真实有效的相关文件并给予任何必要的协助。审计期间, 宝马服务或受聘审计师有权核查并复制所有与采购合同有关的文件、相关帐册、时间记录及会计程序。</p> <p>宝马服务根据本条享有的审计权不应受到供应商对任何第三方负有的保密义务的影响、限制或阻碍。为避免歧义, 供应商应当自第三方获得向宝马服务披露信息的事前批准并保证其对本条约定的义务的适当履行。</p>

The Supplier shall not invoice BCS with these taxes separately as far as they are not so expressly provided in the Purchase Contract.		合同中未明确规定，供应商不应就前述税款向宝马服务单独开具发票。
10 Duties, Origin and Export Controls		
10.1 The Supplier shall comply with all applicable laws and regulations related to duties and export controls (including US and locally applicable export control law) and all the requirements related to the security of the supply chain.	10. 关税、原产地和出口管制	
10.2 At the request of BCS, the Supplier undertakes to provide all the required documents to support BCS during official investigations related to duties and export controls and to use similar caution in its dealings with its business partners.	10.2 根据宝马服务的要求，供应商承诺在政府关税和出口管制相关调查中提供一切需要的文件支持宝马服务，并在与其商业伙伴交易时尽到类似的注意。	10.1 供应商应当遵守与关税和出口管制相关的法律法规（包括美国以及当地适用的出口管制法）以及与供应链安全相关的一切要求。
10.3 BCS shall be entitled to reject the Goods/Services from the Supplier if the Supplier breaches regulations set out in Clause 10.1 hereof, and this would make the execution of the Purchase Contract by BCS a breach of the law. This same shall apply, notwithstanding an infringement by the Supplier, if the execution of the Purchase Contract by BCS would constitute a breach of the regulations set out in Clause 10.1. In these cases the Supplier agrees to waive its right to any compensation or other claims relating to the justified exercise of its right to withhold performance on the part of BCS.	10.3 如果供应商违反本一般条款第10.1条的规定，并因此导致宝马服务签署采购合同的行为违法，宝马服务有权拒收货物/服务。如果宝马服务签署采购合同构成对第10.1条规定的违反，即使构成对供应商违约，前述规定也应适用。在前述情况下，供应商同意放弃主张与其正当行使要求宝马服务停止履行的权利相关的任何赔偿或其他请求的权利。	10.3 如果供应商违反本一般条款第10.1条的规定，并因此导致宝马服务签署采购合同的行为违法，宝马服务有权拒收货物/服务。如果宝马服务签署采购合同构成对第10.1条规定的违反，即使构成对供应商违约，前述规定也应适用。在前述情况下，供应商同意放弃主张与其正当行使要求宝马服务停止履行的权利相关的任何赔偿或其他请求的权利。
10.4 The Supplier must notify BCS of possible export restrictions relating to the Goods/Service to be provided which are applicable in the country of production and/or shipment. The Supplier must notify BCS if the Goods especially production equipment are subject to an export/re-export license under US law. If the Supplier is based in the European Union, it must notify BCS of existing license requirements for dual use goods and armaments pursuant to European export restrictions and their implementations in national law. The Supplier must also notify BCS of the relevant classification number (for example the ECCN Export Control Classification Number for US products; the "AL number" of goods included on the German exports list or in the EC Dual Use Directive, etc.) and of the possible license exceptions for Goods especially production equipment. All notifications must be sent directly to BCS.	10.4 供应商应当告知宝马服务与应当提供的货物/服务相关的、在生产国和/或装运国适用的可能发生的出口管制。供应商必须告知宝马服务其供应的货物尤其是生产设备是否受到美国法关于出口/再出口许可的管制。如果供应商位于欧盟，则必须告知宝马服务对关于军民两用物资和武器是否存在欧盟出口管制下的许可要求及其在国内法项下的适用。供应商还应当告知宝马服务相关的分类号码（例如美国货物的ECCN出口管制分类号码，德国出口清单上或欧盟军民双重用途指令中的货物“AL号码”等），以及货物（特别是生产设备）许可例外。所有通知必须直接发送至宝马服务。	10.4 供应商应当告知宝马服务与应当提供的货物/服务相关的、在生产国和/或装运国适用的可能发生的出口管制。供应商必须告知宝马服务其供应的货物尤其是生产设备是否受到美国法关于出口/再出口许可的管制。如果供应商位于欧盟，则必须告知宝马服务对关于军民两用物资和武器是否存在欧盟出口管制下的许可要求及其在国内法项下的适用。供应商还应当告知宝马服务相关的分类号码（例如美国货物的ECCN出口管制分类号码，德国出口清单上或欧盟军民双重用途指令中的货物“AL号码”等），以及货物（特别是生产设备）许可例外。所有通知必须直接发送至宝马服务。
10.5 The Supplier must support BCS with all the required means to reduce or minimize BCS's payment obligations relating to customs duties by laws. If the Supplier provides Services which may be imported into the recipient country on preferential terms, the Supplier must attach a preferential certificate of origin with each consignment if the legal requirements have been satisfied for this. If certificates of origin other than preferential ones are required in the recipient country as a result of national import regulations, BCS must also be supplied with these by the Supplier.	10.5 供应商应当通过一切必要的手段支持宝马服务依法降低或减少海关关税方面的付款义务。如果供应商提供服务并基于优惠条件将该等服务进口至接收国，则供应商必须在法律要求成就的情况下于每次发货时附上原产地优惠证书。如果根据接收国的国内进口规定应提供原产地证书而非优惠证书，则供应商应当向宝马服务提供原产地证书。	10.5 供应商应当通过一切必要的手段支持宝马服务依法降低或减少海关关税方面的付款义务。如果供应商提供服务并基于优惠条件将该等服务进口至接收国，则供应商必须在法律要求成就的情况下于每次发货时附上原产地优惠证书。如果根据接收国的国内进口规定应提供原产地证书而非优惠证书，则供应商应当向宝马服务提供原产地证书。
The Supplier must contact BCS to discuss any questions and instructions relating to customs duties.		供应商应就任何与海关关税相关的问题或指示与宝马服务进行联络。

<p>(a) Request the Supplier to rectify the defect at the Supplier's expenses on time. If the Supplier is late with this, BCS can rectify the defect by itself or engage the third party for the rectification and demand compensation for the costs incurred by this.</p> <p>(b) Request the Supplier to replace the defective Goods with new ones within the period as provided in BCS's written request, which conform to the specifications, quality and performances as stipulated in the Purchase Contract, and bear all expenses incurred to and direct losses sustained by BCS. The Supplier shall, at the same time, guarantee the quality of the replacement Goods for a further warranty period as specified in Clause 11 of these GTC. If the Supplier fails to replace the defective Goods with those in compliance with the Purchase Contract within the aforesaid period, BCS is entitled to engage a third party to repair the defective Goods or to purchase replacement Goods from other suppliers. Any cost incurred from such repair or replacement shall be compensated by the Supplier to the BCS.</p> <p>(c) Request the Supplier to devalueate the Goods/Services according to the degree of the inferiority, extent of damage and amount of losses suffered by BCS.</p> <p>(d) Rejects the Goods/Services (in whole or in part) and returns them to the Supplier. The Supplier shall agree to the rejection of the Goods/Services, refund BCS the value of the Goods/Services so rejected in the same currency as provided in the Purchase Contract, and bear all risk and direct losses and expenses in connection therewith including interest accrued, banking charges, freight, insurance premium, inspection charges, storage, stevedore charges and all other necessary expenses required for the custody and protection of the rejected Goods/Services.</p> <p>(e) Fully or partially terminate the Main Contract.</p>	<p>(a) 要求供应商及时自付费用修正瑕疵。如果供应商发生迟延, 宝马服务可自行或聘请第三方修正瑕疵并要求供应商赔偿由此产生的费用。</p> <p>(b) 要求供应商在宝马服务书面要求中规定的期限内, 以符合采购合同中规定的技术规格、质量和性能要求的新货物替换有瑕疵货物, 并承担宝马服务由此发生的一切费用和遭受的一切直接损失。供应商应同时在本一般条款第11条所规定的保修期间内保证替换货物的质量。如果供应商未能在上述期限内更换符合合同要求的货物, 宝马服务有权请第三方修复有缺陷的货物, 或其它供应商处购买替换货物。因此发生的修理或替换费用应由供应商赔偿给宝马服务。</p> <p>(c) 要求供应商按照质量低劣的程度、损害的程度和宝马服务所遭受的损失的对货物/服务加以折价。</p> <p>(d) 拒收全部或部分货物/服务, 将货物/服务退还供应商。供应商应对宝马服务拒绝接受货物/服务加以认可, 以采购合同中约定的相同货币将被拒绝接受的货物/服务的价值退还宝马服务, 并承担与之相关的一切风险和直接损失及费用, 包括利息、银行收费、运费、保险费、检验费、存储费、搬运费及保管和保护被拒绝接受的货物/服务所需的所有其他必要费用。</p> <p>(e) 全部或部分解除主合同。</p>
<p>12 Property Rights, Intellectual Property Rights and Rights of Use</p> <p>12.1 All documents, tools or other materials which are made available to the Supplier by BCS are BCS's properties (i.e. whose property rights remain with BCS). Goods or Service deliverables procured by the Supplier from a third party for BCS under the Purchase Contract are BCS's properties (i.e. whose property rights are transferred to BCS) since the date when Supplier completes its purchase deal with the third party or the execution date of the Main Contract, whichever occurs latter. Goods or Service deliverables created/produced by the Supplier for BCS under the Purchase Contract become BCS's properties (i.e. whose property rights are transferred to BCS) immediately upon being created/produced.</p> <p>The Supplier is liable for ensuring that the properties owned by BCS will be handled with due care, and that any access to and use of such properties by third parties without BCS's prior authorization will be prevented, any failure of which shall be informed to BCS without any delay. The Supplier shall compensate to BCS's losses (if any) incurred by such unauthorized access and use.</p>	<p>12. 所有权、知识产权与使用权</p> <p>12.1 在采购合同范围内宝马服务提供给供应商的全部文件、工具或其他材料属于宝马服务财产 (即: 其所有权一直属于宝马服务)。供应商为宝马服务或服务从第三方采购的采购合同项下的货物或服务交付物自前述采购完成或主合同签署之日 (以后到者为准) 即成为宝马服务财产 (所有权转让给宝马服务)。供应商依据采购合同为宝马服务制作/制造的货物或服务交付物一经制作/制造完毕即成为宝马服务的财产 (所有权转让给宝马服务)。</p> <p>供应商有义务确保谨慎使用宝马服务所有的财产, 并禁止第三方未经宝马服务事前授权, 而对该等财产进行任何接触或使用, 就任何未经授权接触和使用供应商均应立即通知宝马服务。供应商应当就该等未经授权接触和使用对宝马服务造成的损失 (如有) 进行赔偿。</p>

<p>13.1 The Supplier shall ensure that all persons entrusted for the performance of the Purchase Contract will observe the statutory provisions on data protection and that they will not pass on to any third parties or exploit it in any other way which has not been provided in the Purchase Contract. Any obligation to maintain data secrecy required under private data protection law must be imposed on said personnel before they start their work, which must be evidenced to BCS upon request. BCS shall have the right to early terminate the Main Contract immediately if it deems that the information of its customer becomes unsafe or any right of its customer is affected due to the service provided by the Supplier under the Purchase Contract.</p>	<p>商所有。如货物/服务或项目含有任何背景知识产权，宝马服务对背景知识产权享有非独占的和不可转让的使用权（相关的使用费已在主合同中约定的价款中包含），在时间、内容、地域、存储介质或使用方式（包括那些存储在光盘等电子媒介或存储为在线版本等的）等方面均不受任何限制。</p> <p>如背景知识产权涉及第三方知识产权，供应商应在采购合同订立前将其在使用该等背景知识产权中受到限制的程度和范围书面告知宝马服务。</p>
<p>13 Data Protection</p> <p>13.1 The Supplier shall ensure that all persons entrusted for the performance of the Purchase Contract will observe the statutory provisions on data protection and that they will not pass on to any third parties or exploit it in any other way which has not been provided in the Purchase Contract. Any obligation to maintain data secrecy required under private data protection law must be imposed on said personnel before they start their work, which must be evidenced to BCS upon request. BCS shall have the right to early terminate the Main Contract immediately if it deems that the information of its customer becomes unsafe or any right of its customer is affected due to the service provided by the Supplier under the Purchase Contract.</p>	<p>13. 信息保护</p> <p>13.1 供应商应保证所有接受其委托以履行采购合同的人员均应遵守关于信息保护的法律规定，并且该等人员不会将其在履行合同期间获知的任何个人信息转交第三方或以采购合同未约定的其它方式加以利用。供应商必须在前述人员开始工作之前令其负有依据个人信息保护法律的要求对个人信息进行保密的所有义务，并且经宝马服务要求，供应商必须须提供相关证明。如果宝马服务认为其客户的信息处于不安全状态或其客户的权利因供应商根据采购合同提供的服务受到影响，则宝马服务有权立即解除合同。</p>
<p>13.2 If the Supplier processes personal data during the provision of the works or service, it undertakes to conclude an agreement for data processing as requested by BCS and to ensure that any other necessary agreements for processing personal data are also concluded by its subcontractors. It may be necessary in individual cases that these agreements must be concluded directly between BCS and the subcontractor.</p>	<p>13.2 如果供应商在提供劳务或服务期间对任何个人信息进行处理，供应商承诺按照宝马服务的指示签订数据处理协议，并承诺确保其分包商也将签订其他必要的个人信息处理协议。在个别情况下，宝马服务可能需要同分包商直接签订该等协议。</p>
<p>14 Confidentiality and Advertising</p> <p>14.1 The Supplier and BCS undertake to treat all information including but not limited to commercial and technical information which they receive directly or indirectly from the other Party as part of their business relationship as confidential and not to disclose them to third parties. Regardless of this, BCS shall be entitled to disclose information to affiliated companies of BCS.</p>	<p>14. 保密与宣传</p> <p>14.1 供应商和宝马服务承诺对所有与履行采购合同相关的从对方直接或间接取得的所有信息包括但不限于商业和技术信息以及所有工作成果予以保密且不问第三方披露，但是宝马服务有权向其关联公司披露前述信息。</p>
<p>14.2 The obligation of confidentiality provided in Clause 14.1 hereof also applies to the extent of all the Supplier Personnel irrespective of the type and legal structure of the collaboration. The Supplier undertakes to impose the corresponding obligations of confidentiality on such personnel. It shall also take all reasonable precautions to prevent third parties from accessing to the work results or the information obtained from</p>	<p>14.2 本一般条款第14.1条约定的保密义务也适用于供应商人员。不论其合作的模式和法律结构如何，供应商保证以上人员负有相应的保密义务。供应商亦将采取必要措施避免第三方获知其工作成果或从宝马服务获得的信息。宝马服务有权要求供应商或其人员签署书面的保密协议。</p>

16.2	It shall be the Supplier's responsibility to cause all and any of its subcontractors to act according to the regulations of this Clause 16.	16.2 供应商有责任促使其所有分包商按照本合同第16条的规定行事。
17	Force Majeure	17. 不可抗力
17.1	If any Party is prevented from executing this Purchase Contract by force majeure, that Party shall not be held liable for the non-execution of its obligations. The force majeure events shall include but not limited to fire, typhoon, flood, earthquake or other natural disasters, explosion, strike, change of law or policy, embargo or other events beyond any Party's reasonable control or foreseeability.	17.1 如任何一方因受不可抗力影响而无法履行采购合同, 该方对其无法履行义务的行为不承担任何责任。不可抗力事件包括火灾、台风、洪水、地震或其他自然灾害、爆炸、罢工、法律或政策的改变、禁运或其他超出任何一方可合理控制或预见能力范围的事件。
17.2	However, the Party prevented by the force majeure shall advise the other Party of such occurrence by fax within three days of this kind of incident. And the prevented Party shall furnish a certificate issued by the Chamber of Commerce at the locality of occurrence or other appropriate proof of the occurrence of such force majeure event latest within 14 days of this incident to prove that such occurrence really happened, one by fax and one original by registered express mail. Under such circumstances, however, the prevented Party is still under the obligation to take all necessary measures to overcome such incident. In case the accident lasts for more than two months, any Party shall have the right to terminate the Purchase Contract to the effect that the obligations of the Parties not due under the Main Contract need no longer to be further performed.	17.2 然而, 受不可抗力影响的一方应在事件发生的三日以内以传真的形式向另一方通知该等事件的发生, 并应在不可抗力事件发生的14日内提供事件发生当地的商会颁发的证明或其它可以证明该等事件发生的事件发生的适当文件以证明该等事件确实发生, 并将该证明以传真形式并将其原件以挂号快递邮件的形式寄送给另一方。然而在此情况下, 受不可抗力影响的一方依旧有义务采取所有必要措施克服不可抗力事件的影响。如果不可抗力事件持续超过两个月, 任何一方均有权解除主合同, 双方在采购合同项下尚未到履行期的义务无需继续履行。
18	Default Liability and Insurance	18. 违约责任与保险
18.1	Unless otherwise provided in writing by the Parties, in the event of any breach by the Supplier of its representations and warranties, or in the event of failure to perform any duty by the Supplier and/or Supplier Personnel, BCS shall be entitled to, including, without limitation, the following measures:	18.1 除非双方另有书面规定, 如供应商违反采购合同中约定的陈述与保证, 或供应商和/或供应商人员未履行其在采购合同中约定的义务, 宝马服务有权采取包括但不限于下列措施:
(a)	For any remediable breach by the Supplier, BCS shall have the right to decide at its own discretion to send to the Supplier a written notice requiring the Supplier to remedy its breach or performance not complying with the Purchase Contract at the Supplier's own cost within a time period prescribed in such written notice.	(a) 就可补救的供应商违约, 宝马服务有权自行决定向供应商发出书面通知要求供应商在通知中规定的期限内自付费用补救供应商违约或不符采购合同约定的履行行为。
(b)	If the Supplier fails to complete the remedy to BCS's satisfaction at its own cost within the prescribed time period, or BCS decides not to request the Supplier to remedy its breach, BCS shall have the right to request the Supplier to continue or suspend its delivery of the Goods/Services, request the Supplier to suspend or reduce payment, request the Supplier to refund paid amount (including the corresponding interest), adjust the corresponding scope of Service, seek substitute goods or service by a third party, or take certain measures by its own to minimize the loss.	(b) 如果供应商未在规定的期限内完成令宝马服务合理满意的自费补救, 或者宝马服务决定不要求供应商补救其违约行为, 宝马服务有权要求供应商继续或暂停货物/服务的交付, 要求暂停或减少付款, 要求供应商退回已付款项(包括相应利息), 调整相应的服务范围, 寻求第三方替代货物或服务或自行采取措施减少损失。
(c)	Fully or partially terminate the Main Contract either in whole or in part as well as to claim for liquidated damages equivalent to 30% of the total price under the Order. If such liquidated damages cannot cover all BCS's loss and expense incurred (e.g. legal fees and lawyer expense), the Supplier shall hold	(c) 全部或部分解除合同, 并且要求供应商向宝马服务支付相当于违约所涉及的金。如该等违约金不足以赔偿宝马服务由此遭受的全部损失及费用(如诉讼费用和律师费等), 则供应商还应就违约金不能弥补的违约引起的其余损失向宝

<p>(c) The Supplier fails to inform BCS of the Affiliate Relationship in accordance with Clause 3.13 herein.</p> <p>(d) The Supplier becomes insolvent, ceases to make payments or if a petition is filed for the opening of insolvency proceedings or of court winding-up proceedings over the assets of the Supplier or its sole majority shareholder.</p> <p>For the circumstances provided in item (a) to (c) of this Clause 19.3, BCS shall have the right to claim default penalties and compensation according to Clause 18.1 hereof.</p>	<p>(d) 供应商无力偿还债务、中止付款、或已经被申请开始针对供应商或其单一大股东的破产清算程序或法院主持的解散清算程序。</p> <p>对于本第19.3条 (a) 项至 (c) 中约定的情形, 宝马服务有权依据本一般条款第18.1条的约定向供应商主张违约金及相关违约赔偿。</p>
<p>19.4 If the Supplier is responsible for the grounds of the termination, BCS shall only pay for such Goods/Services that have been rendered up until then in accordance with the Purchase Contract and have been evidenced to be complete in themselves, to the extent that BCS can make use of said Goods/Services. This shall be without prejudice to any claims for penalties or damages by BCS. BCS shall not be liable to compensate the Supplier for BCS's exercising of the termination right.</p>	<p>19.4 如果供应商对合同解除负有责任, 则宝马服务仅需对届时已经依据采购合同提供、其自身的完整性已经得到证明并且宝马服务可以使用的货物/服务支付价款。宝马服务主张违约金和损害赔偿的权利不受影响, 且宝马服务无需因行使合同解除权利而向供应商承担任何赔偿义务。</p>
<p>19.5 If BCS is fully responsible for the grounds of the termination, BCS shall reimburse the expenses proven having been incurred up until termination of the Purchase Contract as a direct result of the Order. The Supplier shall not be entitled to any further claims for performance or damages by virtue of the termination. The intellectual property and/or utility rights to the results of the work completed up to the termination shall be transferred to BCS in accordance with Clause 12 hereof.</p>	<p>19.5 如果合同解除完全是由于宝马服务造成的, 宝马服务应向供应商补偿其截至采购合同被解除时供应商因履行订单而直接产生的且能被证明的费用。供应商不应由于合同解除而进一步提出任何关于履行合同或损害赔偿的主张。直至合同解除时产生的工作成果所附带的知识产权和/或使用权应依据本一般条款第12条的约定转交给宝马服务。</p>
<p>19.6 Unless otherwise agreed and confirmed by BCS in writing, within the term or within six (6) months after the termination of the Purchase Contract, the Supplier shall not render a job offer to any BCS employee who participated or has participated in the performance of the Purchase Contract, otherwise BCS shall have the right to request the Supplier to compensate all its losses resulted therefrom.</p>	<p>19.6 除非宝马服务另行书面同意并确认, 在采购合同有效期内以及采购合同终止后六 (6) 个月内, 供应商不得向宝马服务参与采购合同履行的前任及现任雇员发出招聘要约, 否则宝马服务有权要求供应商赔偿其由此产生的全部损失。</p>
<p>19.7 Clause 8.7, Clause 8.8, Clause 11, Clause 12, Clause 13, Clause 14, Clause 18, Clause 19 and Clause 20 hereof shall continue to be effective after termination of the Main Contract.</p>	<p>19.7 本一般条款第8.7条、第8.8条、第11条、第12条、第13条、第14条、第18条、第19条和第20条于主合同解除或终止后继续有效。</p>
<p>20 Applicable Laws and Dispute Settlement</p>	<p>20. 法律适用与争议解决</p>
<p>20.1 The formation, validity, construction, performance of this Purchase Contract, and settlement of any disputes arising herefrom shall be governed by and construed in accordance with the laws of the PRC.</p>	<p>20.1 采购合同的签署、效力、解释、履行及由此所产生的争议的解决均应适用中华人民共和国法律并依其解释。</p>
<p>20.2 In the event a dispute arises in connection with the interpretation or implementation of this Purchase Contract, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations. If the dispute is not resolved in this manner within 60 days after the commencement of such consultation, either Party may submit</p>	<p>20.2 由于解释或履行采购合同而产生的或与此有关的争议, 双方首先应通过友好协商解决。如果争议在友好协商开始后的60日内无法解决, 任何一方均可将该争议提交中国国际经济贸易仲裁委员会由</p>

Both in EN & CN

Project Name: 2018 Customer diversified mobility service for pick-up and delivery service roll out
Project Date: 2018

Quotation Date: 2nd APR 2018

Quotation Version: The final round

Agency Name: Comfort International M.I.C.E. service CO.,LTD / 康辉集团北京国际会议展览有限公司

Agency Address: Rm. 1510 Ruitichen Int'l center, NO.13 Nongzhanguan south road, Chaoyang district Beijing 北京市朝阳区农展馆南路13号瑞辰国际中心1510

Contact Info (Name/E-mail/MP): Amanda / amlhuan@cccl.cn / 15210315875



Item	Item	Unit	Qty	Unit Price (RMB)	Total Price (RMB)	Description
A	Insurance	份数	25.00			
B	Tour Guide	导游	2,400.00			
C	Transportation	交通	0.00			
D	Accommodation	住宿	0.00			
E	Food & Beverage	餐饮	0.00			
F	Meeting	会议	0.00			
G	Team Building	团队建设	0.00			
H	Visits	参观游览	0.00			
I	Miscellaneous	杂项	3.00			
J	Service Charge	服务费	242.80			
GRAND Total (incl Business Tax included)				2,670.80		All tax inclusive, VAT normal invoice (增值税普通发票)

DETAILS: 3rd party invoices are paid net by BBA since VAT is claimed back by CMS)
Remarks: Please note that 3rd party invoices are paid net by BBA since VAT is claimed back by your company.

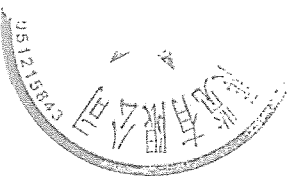
Item	Item	Unit	Qty	Unit Price (RMB)	Total Price (RMB)	Description
1	Insurance	保险-平安行旅游意外险, 1人/2日险, 保额10万	1	5.00	5.00	固定单价项, 如最终需求有别于该条目要求, 视为参考价。
2	Insurance	保险-1人/2日险, 保额20万	1	8.00	8.00	固定单价项, 如最终需求有别于该条目要求, 视为参考价。
3	Insurance	保险-平安行旅游意外险, 1人/2日险, 保额30万	1	12.00	12.00	固定单价项, 如最终需求有别于该条目要求, 视为参考价。
4	Insurance	保险-平安行旅游意外险, 1人/2日险, 保额30万	1	12.00	12.00	固定单价项, 如最终需求有别于该条目要求, 视为参考价。
A. Insurance					25.00	

Item	Item	Unit	Qty	Unit Price (RMB)	Total Price (RMB)	Description
1	Tour Guide-Chinese	中文导游语种 (1人/2日含食宿)	1	1,000.00	1,000.00	固定单价项, 如最终需求有别于该条目要求, 视为参考价。
2	Tour Guide-Chinese & English	中英文导游语种 (1人/2日含食宿)	1	1,400.00	1,400.00	固定单价项, 如最终需求有别于该条目要求, 视为参考价。
B. Tour Guide					2,400.00	

Item	Item	Unit	Qty	Unit Price (RMB)	Total Price (RMB)	Description
1	Bus Rental	租用车 (大巴, 大巴, 大巴)			0.00	
2	Flight Tickets	机票			0.00	
3	Train Tickets	火车票			0.00	
4	Subway/Bus	地铁/公交			0.00	
5	Taxi	出租车			0.00	
C. Transportation					0.00	

Item	Item	Unit	Qty	Unit Price (RMB)	Total Price (RMB)	Description
1	Hotel	酒店			0.00	酒店名称 Twin room incl breakfast
D. Accommodation					0.00	

E. F&B 餐饮		Item 项目	Unit Price (RMB) 单价 (人民币)	QTY 数量	Total Price (RMB) 总价 (人民币)	Description 描述
1	早餐				0.00	
2	Lunch 午餐				0.00	
3	Dinner 晚餐				0.00	
E. F&B 餐饮					0.00	
F. Meeting 会议		Item 项目	Unit Price (RMB) 单价 (人民币)	QTY 数量	Total Price (RMB) 总价 (人民币)	Description 描述
1	Meeting Room Rental 会议室租赁				0.00	
2	Meeting Equipment Rental 会议设备租赁				0.00	
3	Tea Break 茶歇				0.00	
F. Meeting 会议					0.00	
G. Team Building 团队建设		Item 项目	Unit Price (RMB) 单价 (人民币)	QTY 数量	Total Price (RMB) 总价 (人民币)	Description 描述
1	Site Rental for Team Building 团队建设场地租赁				0.00	
2	Coach of Team Building 团队建设教练				0.00	
3	Equipment for Team Building 团队建设设备				0.00	
G. Team Building 团队建设					0.00	
H. Visits 参观游览		Item 项目	Unit Price (RMB) 单价 (人民币)	QTY 数量	Total Price (RMB) 总价 (人民币)	Description 描述
1	Tickets for Sites 景点门票				0.00	
H. Visits 参观游览					0.00	
I. Miscellaneous 杂项		Item 项目	Unit Price (RMB) 单价 (人民币)	QTY 数量	Total Price (RMB) 总价 (人民币)	Description 描述
1	Mineral Water 矿泉水 (瓶/人)		1.00	1	1.00	固定单价, 其他非品牌矿泉水、品牌矿泉水、桶装矿泉水、瓶装饮料、瓶装罐等参照市场价格。
2	Mineral Water 矿泉水 (瓶/人)		2.00	1	2.00	固定单价, 其他非品牌矿泉水、品牌矿泉水、桶装矿泉水、瓶装饮料、瓶装罐等参照市场价格。
3	Fruits & Snacks 水果及食品				0.00	
4	Team Uniform & Banners 队服及条幅				0.00	
I. Miscellaneous 杂项					0.00	
J. Service Charge 服务费		Item 项目	Unit Price (RMB) 单价 (人民币)	Ratio 比例	Total Price (RMB) 总价 (人民币)	Description 描述
1	Service Charge 服务费		2,428.00	10%	242.80	10%服务费, 固定比例项. All tax inclusive, VAT normal invoice (增值税普通发票)
J. Service Charge 服务费					242.80	



Both in EN & CN

请在此放置公司LOGO

Project Name:
Project Date:
Quotation Date:
Quotation Version:
Agency Name:
Agency Address:
Contact Info (Name/E-mail/MP):

Item 项目		Budget(RMB) 预算 (人民币)	Remark 备注	Description 描述
A	Insurance 保险	0.00		
B	Tour Guide 导游	0.00		
C	Transportation 交通	0.00		
D	Accommodation 住宿	0.00		
E	Food & Beverage 餐饮	0.00		
F	Meeting 会议	0.00		
G	Team Building 团队建设	0.00		
H	Visits 参观游览	0.00		
I	Miscellaneous 杂项	0.00		
J	Service Charge 服务费	0.00		
GRAND- Total共计 (Business Tax included)		0.00		All tax inclusive, VAT normal invoice (增值税普通发票)

DETAILS

Remarks: Please note that 3rd party invoices are paid net by BBA since VAT is claimed back by your company.

A. Insurance 保险	Item 项目	Unit Price (RMB) 单价 (人民币)	QTY 数量	Total Price (RMB) 总价 (人民币)	Description 描述
1	Insurance 保险-平安行旅游意外险, 1人/2日险, 保额10万。			0.00	固定单价项。 如最终需求有别于该条目要求, 视为参考价。
2	Insurance 保险-1人/2日险, 保额20万。			0.00	固定单价项。 如最终需求有别于该条目要求, 视为参考价。
3	Insurance 保险-平安行旅游意外险, 1人/2日险, 保额30万。			0.00	固定单价项。 如最终需求有别于该条目要求, 视为参考价。
4	Insurance 保险-更多选择请注明保险公司、保 险项以及保额。			0.00	固定单价项。 如最终需求有别于该条目要求, 视为参考价。
A. Insurance 保险				0.00	

B. Tour Guide 导游	Item 项目	Unit Price (RMB) 单价 (人民币)	QTY 数量	Total Price (RMB) 总价 (人民币)	Description 描述
1	Tour Guide-Chinese Mandarin 中文普通话导游 (1人/2日含食宿)			0.00	固定单价项。 如最终需求有别于该条目要求, 视为参考价。 导游须为与服务商签约的正式导游。
2	Tour Guide-Chinese & English 中英文双语导游 (1人/2日含食宿)			0.00	固定单价项。 如最终需求有别于该条目要求, 视为参考价。 导游须为与服务商签约的正式导游。
B. Tour Guide 导游				0.00	

C. Transportation 交通	Item 项目	Unit Price (RMB) 单价 (人民币)	QTY 数量	Total Price (RMB) 总价 (人民币)	Description 描述
1	Bus Rental (小巴, 中巴, 大巴)			0.00	
2	Flight Tickets 机票			0.00	
3	Train Tickets 火车票			0.00	
4	Subway/Bus 地铁/公交			0.00	

5	Taxi				0.00	
C. Transportation						
交通					0.00	
D. Accommodation						
住宿	Item	Unit Price (RMB)	QTY	Total Price (RMB)	Description	
1	Hotel			0.00	酒店名称Twin room incl breakfast	
D. Accommodation					0.00	双人间含早餐
E. F&B						
餐饮	Item	Unit Price (RMB)	QTY	Total Price (RMB)	Description	
1	Breakfast			0.00		
2	Lunch			0.00		
3	Dinner			0.00		
E. F&B					0.00	
F. Meeting						
会议	Item	Unit Price (RMB)	QTY	Total Price (RMB)	Description	
1	Meeting Room Rental			0.00		
2	会议室租赁费			0.00		
3	Tea Break			0.00		
F. Meeting					0.00	
G. Team Building						
团队建设	Item	Unit Price (RMB)	QTY	Total Price (RMB)	Description	
1	Site Rental for Team Building			0.00		
2	团队建设场地租赁			0.00		
3	Coach of Team Building			0.00		
3	Equipment for Team Building			0.00		
G. Team Building					0.00	
H. Visits						
参观游览	Item	Unit Price (RMB)	QTY	Total Price (RMB)	Description	
1	Tickets for Sites			0.00		
H. Visits					0.00	
I. Miscellaneous						
杂项	Item	Unit Price (RMB)	QTY	Total Price (RMB)	Description	
1	Mineral Water			0.00	固定单价项, 其他非品牌矿泉水, 品牌矿泉水、体能饮料、易拉罐等参照市场价格。	
2	矿泉水-农夫山泉 (瓶/人)			0.00	固定单价项, 其他非品牌矿泉水, 品牌矿泉水、体能饮料、易拉罐等参照市场价格。	
3	Fruits & Snacks			0.00		
4	Team Uniform & Banners			0.00		
I. Miscellaneous					0.00	
J. Service Charge						
服务费	Item	Unit Price (RMB)	Ratio	Total Price (RMB)	Description	
1	Service Charge			0%	固定比例项, All tax inclusive, VAT normal invoice (增值税含通交费)	
J. Service Charge					0%	

Statement of Expenses

Travel Agency/M.I.C.E.:

Department: _____

Date/Duration: _____

Venue: (please specify the detailed place of the activity)
BBA premises: _____

Total number of participants: _____

Agenda: (Please specify the agenda of the activity) _____

External venue: _____

Date	Time	Topic	Responsibilities

Breakdown of expenses:

Items (if applicable)	Unit price	Quantity	Sum
Insurance (mandatory)			0
Accommodation			0
Food & Beverage			0
Meeting room & facilities			0
Flight tickets			0
Train tickets			0
Bus rental fee			0
Visits			0
Guide			0
Coach			0
Mineral water			0
Gifts			0
Miscellaneous (please specify)			0
Service Charge (All tax inclusive, VAT normal invoice)			0
Total expenses:	0	0	0

Signature: _____

Organizer of BBA

Travel Agency Representative

Highest-Level Manager of BBA

驾驶员安全驾驶承诺书

驾驶员姓名:

电话:

身份证号:

驾龄:

尊敬的领导和同事们,

大家好!

我是_____公司的驾驶员_____, 受_____旅行社委托, 负责为大家提供本次团队建设的驾驶服务。

我承诺在本次活动的全部行程中文明行车, 谨慎驾驶, 严格遵守《中华人民共和国道路交通安全法》及相关《实施细则》, 严格执行当地交通安全管理部门和公司的车辆安全管理制度, 将大家安全地送达目的地并平安地带回家, 请各位领导和同事监督。

项目负责人:

驾驶员:

服务商(盖章):

车牌号:

车辆公司:

年 月 日

年 月 日

备注: 请服务商提前在《驾驶员安全驾驶承诺书》上签字盖章交给团建随行人员或扫描给我公司团建负责人, 团建当天驾驶员须在服务商已签字盖章的《安全驾驶承诺书》上签字, 烦请服务商提前告知驾驶员。