



BMW GROUP

BMW Automotive Finance(China) Co.,Ltd

宝马汽车金融(中国)有限公司

框架合同

Frame Contract

Supplier
供应商

康辉集团北京国际会议展览有限公司
Comfort International M.I.C.E.Service Co

文档号码
Document Number 4800006859
文档日期
Doc.Date 24.05.2018
供应商号码
Vendor No. 469556

China

参考旧合同号
Old Contract Ref Number Sissy Lai
联系人
Contact Person Chunlan Lai
你的参考序号
Your Ref. AFC000708
交付至
Delivery Address:

宝马汽车金融(中国)有限公司

BMW Automotive Finance(China) Co., Ltd.

注意
Attention to Zhong lan
电话
Telephone 010-65877464
传真
Fax
打印日期
Print Date 02.01.2019
页数
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中国北京市朝阳区东三环北路霞光里18号
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宝马汽车金融
(中国)有限公司
BMW Automotive
Finance
(China) Co., Ltd.

国际商业用语
(Incoterms)

UN

refer to the payment terms

合同细节

Contract details

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中国北京市朝阳区
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Internet
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| 项目 Item | 项目描述 Description | 数量 Quantity | 度量单位 Unit | 单价 Net Unit Price in CNY |
|------------|---|----------------|--------------|-----------------------------|
| 00010 | St af f events | 1.00 | EA | 800.00 |
| 00020 | Shenzhen: 800 RMB/ participating associate/ day St af f events | 1.00 | EA | 700.00 |
| 00030 | 700 RMB/ participating associate/ day St af f events | 1.00 | EA | 600.00 |
| 00040 | 3rd tier cities : 600 RMB/ participating associate/ day St af f events | 1.00 | EA | 1,000.00 |
| 00050 | working location (Multi- location Joint function): 1000 RMB / person / day St af f events | 1.00 | EA | 5,000.00 |

Beijing/Shanghai/Guangzhou/Shenzhen/Chengdu/Hangzhou:



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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.

宝马金融相关业务部门（下称“宝马金融业务需求部门”）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 SF 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金融业务需求部门发出的申购单进行供应。

5. SF 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 SF.
宝马金融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金融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 (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 SF ("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，与本框架/价值合同及申购单共同构成供应商与宝马金融之间的采购合同（下称“采购合同”）。就采购合同的解释和履行，

宝马汽车金融
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BMW Autonomie
Finance
(China) Co., Ltd.

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Supplier 康辉集团北京国际会议展览有限公司
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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 SF for the first time, it shall fill in a vendor information form in an accurate manner as requested by SF, and fax this document back to SF Purchasing Department and Finance Department respectively after signing it and affixing its chop on it. Otherwise SF shall not be liable for any delay of payment resulting therefrom. 如果供应商第一次与宝马金融签订采购合同，供应商应按宝马金融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金融采购部及财务部。否则，宝马金融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 SF'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. 网址 Internet www.bmw.com.cn

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| | | | |
|-----------------|--|-------------------------|------------|
| Supplier 供应商 | 康辉集团北京国际会议展览有限公司 Comfort International M.I.C.E.Service Co | 文档号码 Document Number | 4800006859 |
| Print Date | 02.01.2019 | 文档日期 Doc. Date | 24.05.2018 |
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delivered on the agreed delivery date.

除非双方另有书面约定，宝马金融应在供应商按照采购合同约定向宝马金融交付全部服务且满足本框架/价值合同第16.2条约定的全部要求后支付采购合同项下价款。为确认付款日之目的，在约定的交付日期之前进行的交付应视为在约定的交付日期交付。

16.2

For the price under each Call-off, after SF Requesting Department confirms acceptance of the Services according to the Purchase Contract and completion of SF's internal payment approval process, the Supplier shall issue a legally compliant invoice to SF. SF Finance Department shall make the payment in one lump sum within 30 days upon receiving the aforementioned invoice. 就每笔申购单项下的价款，在宝马金融业务需求部门确认服务已按采购合同约定确认接收服务且已通过宝马金融内部付款审批手续后，供应商应向宝马金融开具合规的发票。宝马金融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 SF as soon as possible within 30 days after acceptance of Services by SF. 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 SF shall have right to reject the payment.

供应商应该在宝马金融接收服务后30天之内尽快开具并向宝马金融提交发票，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；否则宝马金融有权拒绝付款。

16.4

Invoices must be sent or submitted to the following personnel of SF: 发票必须送达或提交给宝马金融的以下人员:

Invoice Center, Finance Department

财务部 发票中心

电话
Telephone
+86 10-84559600
宝马汽车金融 (China) Co., Ltd.

传真
Fax
+86 10-84558700
财务部 李婷

网址
Internet
www.bmw.com.cn
Finance Department Ms. Li Ting

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宝马汽车金融
(中国)有限公司
BMW Automotive
Finance
(China) Co., Ltd.



Supplier
供应商

康辉集团北京国际会议展览有限公司
Comfort International M.I.C.E.Service Co


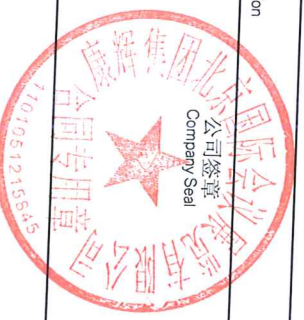
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宝马汽车金融
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| | | |
|--|--|--|
| 无需签字，电子审批完毕 No signature required, electronically approved by | | 公司签章 Company Seal |
| Chunlan Lai Christian Stadel | |  |
| 供应商确认 Supplier Confirmation | | |
| 签名 Name | |  |
| 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)

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| 8. Price, Invoicing and Payment 价款、发票开具和付款 | 11 |
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| 21. Miscellaneous 其他 | 24 |

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

| | |
|---|--|
| BMW Automotive Finance (China) Co., Ltd. (chop) 宝马汽车金融 (中国) 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. SF reserves the right to revise the current version of these GTC and STC(s), and issue new versions. SF 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。宝马金融保留修改本一般条款和特殊条款现时有效的版本并发布新版本的权力。宝马金融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 SF'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 SF'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 SF 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》，则应适用宝马金融发出的询价函（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报价单约、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、获得宝马金融事前书面许可、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 SF 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金融负责，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 SF, BMW Group and BMW dealers, fully perform the duties under the Purchase Contract, and make ultimate efforts to provide to SF 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金融、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、高效并充分负责地向宝马金融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 SF. This shall not prejudice any right of SF 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 | 仅在经宝马金融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金融就供应商依据本一般条款第3.1条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 |

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|---|--|
| <p>3.7 In the event of any government inspection/investigation to SF in relation to the Purchase Contract, the Supplier shall cooperate and support actively upon the request by SF.</p> | <p>3.7 如果发生任何针对宝马金融的与采购合同相关的政府检查/调查, 供应商应根据宝马金融的要求积极配合和支持。</p> |
| <p>3.8 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 SF's project manager.</p> <p>(b) The Supplier's project manager shall upon request inform SF'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 SF'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 SF. If needed, SF may demand the replacement of the Supplier's project manager.</p> | <p>3.8 供应商必须指定一名项目经理。</p> <p>(a) 项目经理应当计划、协调和监控订单项目的所有方面。他/她应作为向宝马金融的项目经理汇报的负责联络人。如果宝马金融要求, 供应商的项目经理必须随时将项目进展情况通知宝马金融的经理。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(无论如何不适于紧急情况发生后两小时内)向宝马金融的项目经理进行报告。</p> <p>(b) 项目经理应基于重大原因且在事先书面通知宝马金融的情况下被供应商替换。如果必要, 宝马金融可以要求替换供应商的项目经理。</p> |
| <p>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:</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 SF;</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 SF on request, or offer it to SF before said documentation is destroyed, or destroy it and provide evidence acceptable to SF regarding the destruction of such item pursuant to the prior written instruction of SF;</p> <p>(c) the Supplier shall perform data-handling in accordance with the regulations of SF, 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, and all financial and/or accounting data/archives as defined by applicable laws and regulations shall be stored within the territory of the PRC and shall not be transferred outside the PRC for whatever reasons unless otherwise approved by SF in writing in advance and permitted under applicable laws;</p> <p>(d) if needed for the execution of the Purchase Contract, SF may provide tools, dies, documents, information, data (e.g. factual statements about products of SF and BMW Corporate Identity</p> | <p>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:</p> <p>(a) 供应商应当按照法律法规规定或宝马金融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金融, 或者根据宝马金融事先书面指令将其销毁并提供宝马金融可接受的销毁证据, 就所有上述活动供应商应向宝马金融收取任何费用;</p> <p>(c) 供应商应按宝马金融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; 此外, 适用法律法规所定义的所有财务及/或会计数据/档案均必须存储在中国境内, 除非宝马金融事先书面同意并且适用法律同时允许, 不得以任何理由转移至中国境外;</p> <p>(d) 为履行采购合同的需要, 宝马金融可向供应商提供工具、模具、文件、信息、供数据(例如为企业形象和设计要求提供</p> |

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| <p>Personnel”). If any of the Supplier Personnel causes any loss to SF by his/her negligent or intentional action/inaction, SF is entitled to claim for damages against the Supplier directly. The Supplier shall keep SF harmless from and fully indemnified for the damages so incurred.</p> | <p>担责任。如果由于任何供应商人员的疏忽或故意的作为/不作为对宝马金融造成任何损害，宝马金融有权直接向供应商索赔。供应商应使宝马金融不受损害，并全额赔偿因此产生的损失。</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 SF or any of its employees, officers or directors of SF, or any employee, director, officer or shareholder of the Supplier has any Affiliate Relationship with SF’s other suppliers or their personnel, and the Affiliate Relationship might affect the impartiality of business relationship between SF and the Supplier, or SF and other suppliers, and/or the interest of SF, the Supplier shall promptly inform SF of such relationship, provided that such relationship is identifiable with due care of general businessmen, and SF shall have the right to request the Supplier not to involve or suspend its involvement in the related transactions. If SF 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金融或其任何雇员、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金融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金融与供应商之间、或是宝马金融与其它供应商之间的利益、关系的公平性和/或宝马金融的利益，则供应商应在通过一般商人的正常商业谨慎成就可以发现的范围内，将此关联关系及时书面通知宝马金融，宝马金融有权要求供应商不参与或暂缓参与关联交易。如果宝马金融对披露前述关联关系向供应商提出形式和内容的特定要求，供应商应按按照宝马金融的要求进行披露。</p> |
| <p>3.14 The Purchase Contract entered into by and between SF and the Supplier does not by any means establish any employment relationship between SF and the Supplier Personnel. The Supplier Personnel may not work as a member of SF team. They may however act as the consultants to a SF team if their work with regard to the provision of Goods/Services or the Project consists in guiding the SF team (i.e., guiding and management function).</p> | <p>3.14 供应商与宝马金融之间签署采购合同不应以任何方式被理解为在宝马金融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金融团队的成员工作。但是如果其与货物/服务或项目相关的工作包括为宝马金融团队提供指导（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。</p> |
| <p>3.15 The Supplier Personnel are not entitled to use or claim benefits or facilities provided by SF, 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 SF 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 供应商人员无权使用或主张宝马金融提供的福利和设施，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 - 参加宝马金融员工改进建议计划 - 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>3.16 The Supplier Personnel shall not be included in SF’s mailing lists, job plans, telephone directories, vacation plans etc. They may however be named and listed in SF systems for capacity planning or control provided that:</p> | <p>3.16 供应商人员不应列于宝马金融的邮件列表、工作计划、电话簿、休假计划等之内。但可以为产能计划或控制的目的将其列于宝马金融系统中，其前提是：</p> |

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| <p>feasible and their impacts on quality, deadlines and costs and to notify SF of the results in writing. The Supplier also undertakes to suggest amendments or supplements to SF 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 SF.</p> | <p>用的影响，并将结果书面通知宝马金融。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金融提出建议，并在得到宝马金融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 SF 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金融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，只有在双方在該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 documents associated with the Purchase Contract. SF 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，供应商应当向宝马金融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金融。宝马金融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 SF.</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，最晚不超过宝马金融规定的截止期限。</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 SF in whole or in part shall not indicate that SF 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。宝马金融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> |

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| | <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 SF. 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，但不得对宝马金融造成质量、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。</p> |
| 7.2 | <p>The Supplier acknowledges that any third parties, whom SF entrusts with planning and/or monitoring tasks, do not have any authority to represent SF in giving any notification, direction or instruction that SF 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：宝马金融委托的执行计划和/或监控任务的任何第三方均无权代表宝马金融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>SF 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, SF shall not be liable for the completeness and correctness of the deliveries even if SF has acknowledged the receipt in writing. The Supplier shall bear all of the risks associated with the deliverables.</p> | <p>7.3 宝马金融有权，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，但是宝马金融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 SF with proof thereof. In this regard, the Supplier shall fully indemnify SF 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，供应商应自费用取得第三方许可或授权，并且应向宝马金融出示相关证明。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金融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 SF.</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、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。宝马金融不承担招待/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 SF for a specific phase.</p> | <p>8.2 除非双方另有书面约定，宝马金融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/服务通过宝马金融验收前宝马金融无义务付款。</p> |
| 8.3 | <p>Payment for the Price shall be made by bank transfer or by cheque at SF's discretion. The Supplier must issue the qualified invoice/voucher to SF in accordance with the</p> | <p>8.3 价款的支付方式应依据宝马金融的要求使用银行转账或支票。供应商应根据届时有效适用的中国税收法律法规向宝马</p> |

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| <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 SF, the Supplier shall claim from SF the third party expense in its net value (i.e., excluding any taxes, in particular VAT payable by such subcontractor) of aforementioned subcontractor. SF 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 SF a valid and compliant tax invoice.</p> | <p>8.5 经宝马金融事先书面同意, 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税费尤其是增值税费) 向宝马金融主张第三方费用。宝马金融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金融提供有效且合规的税务发票。</p> |
| <p>8.6 If SF demands the provision of a bank guarantee, the Supplier shall provide it within the time limit as requested by SF. The Supplier shall apply to its bank with SF's template for issuing a bank guarantee, which shall cover any claim for indemnification or allegation which can be made by SF under the Purchase Contract. Any change to SF's bank guarantee (template) shall obtain SF's written consent in advance.</p> <p>If any advance payment is agreed by SF, it shall only be made conditional upon the receipt of an advance payment bank guarantee provided by the Supplier.</p> <p>SF's claim of rights under a bank guarantee will not affect its right to claim for indemnification of damages afterwards.</p> | <p>8.6 如宝马金融要求供应商提供保函, 供应商应当于宝马金融要求的期限内提供。金融供应商应当向其开户行申请按照宝马金融提供的保函模板开具保函, 以涵盖宝马金融根据采购合同可能提出的任何损害赔偿请求或主张。任何对宝马金融保函模板的修改均应获得宝马金融的书面同意。</p> <p>如双方约定由宝马金融支付预付款, 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>宝马金融主张保函项下的权利并不影响其后续的索赔权利。</p> <p>宝马金融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>8.7 SF 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 宝马金融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, SF may audit all SF 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 SF with all related documents, true and authentic, and give any necessary assistance. During the process of audit, SF 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>SF'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 SF 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, 宝马金融可随时对供应商的所有与宝马金融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, 供应商应向宝马金融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, 宝马金融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>宝马金融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金融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> |

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| The Supplier shall not invoice SF with these taxes separately as far as they are not so expressly provided in the Purchase Contract. | |
| 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 10.1 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 SF, the Supplier undertakes to provide all the required documents to support SF during official investigations related to duties and export controls and to use similar caution in its dealings with its business partners. | 10.2 根据宝马金融的要求，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金融，并在与其商业伙伴交易时尽到类似的注意。 |
| 10.3 SF 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 SF a breach of the law. This same shall apply, notwithstanding an infringement by the Supplier, if the execution of the Purchase Contract by SF 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 SF. | 10.3 如果供应商违反本一般条款第10.1条的规定，并因此导致宝马金融签署采购合同的行为违法，宝马金融有权拒绝收货物/服务。如果宝马金融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金融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 SF 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 SF 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 SF 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 SF 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 SF. | 10.4 供应商应当告知宝马金融与应当提供的货物/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金融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，则必须告知宝马金融对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。供应商还应告知宝马金融相关的分类号码（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金融。 |
| 10.5 The Supplier must support SF with all the required means to reduce or minimize SF'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, SF 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金融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金融提供原产地证书。 |
| The Supplier must contact SF 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金融进行联络。 | |

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| <p>(b) Request the Supplier to replace the defective Goods with new ones within the period as provided in SF'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 SF. 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, SF 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 SF.</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 SF.</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 SF 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,宝马金融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) 要求供应商在宝马金融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,并承担宝马金融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,宝马金融有权请第三方修复有缺陷的货物或从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金融。</p> <p>(c) 要求供应商按照质量低劣的程度、损害的程度和宝马金融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。供应商应对宝马金融拒绝接受货物/服务加以认可,以采购合同中约定的价值返还宝马金融,并承担与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 SF are SF's properties (i.e. whose property rights remain with SF). Goods or Service deliverables procured by the Supplier from a third party for SF under the Purchase Contract are SF's properties (i.e. whose property rights are transferred to SF) 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 SF under the Purchase Contract become SF's properties (i.e. whose property rights are transferred to SF) immediately upon being created/produced.</p> <p>The Supplier is liable for ensuring that the properties owned by SF will be handled with due care, and that any access to and use of such properties by third parties without SF's prior authorization will be prevented, any failure of which shall be informed to SF without any delay. The Supplier shall compensate to SF'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金融提供给供应商的全部文件、工具或其他材料系宝马金融财产(即:其所有权一直属于宝马金融)。供应商为宝马金融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)即成为宝马金融财产(所有权转让给宝马金融)。供应商依据采购合同为宝马金融制作/制造完毕即成为宝马金融的财产(所有权转让给宝马金融)。</p> <p>供应商有义务确保谨慎使用宝马金融所有的财产,并禁止第三方未经宝马金融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的接触和使用供应商均应立即通知宝马金融。供应商应当就该等未经授权接触的接触和使用对宝马金融造成的损失(如有)进行赔偿。</p> |

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| <p>case any Goods/Services or Projects contain any Background Rights, SF 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 SF in writing form of the extent to which the Supplier is restricted in its use of said Background Rights.</p> | <p>景知识产权，宝马金融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金融。</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 SF upon request. SF 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保护的履行合同期间获取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信息保护的所有义务，并且经宝马金融要求，供应商必须须提供相关证明。如果宝马金融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，则宝马金融有权立即解除合同。</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 SF 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 SF 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金融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，宝马金融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 SF 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, SF shall be entitled to disclose information to affiliated companies of SF.</p> | <p>14. 保密与宣传</p> <p>14.1 供应商和宝马金融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，但是宝马金融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 SF. SF has the right to require the Supplier or its personnel to sign a confidentiality agreement in writing.</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金融获得的信息。宝马金融有权要求供应商或其人员签署书面的保密协议。</p> |

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| 17 Force Majeure | |
| 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. 不可抗力 17.1 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 | |
| 18.1 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, SF shall be entitled to, including, without limitation, the following measures: (a) For any remediable breach by the Supplier, SF 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 SF's satisfaction at its own cost within the prescribed time period, or SF decides not to request the Supplier to remedy its breach, SF 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 SF's loss and expense incurred (e.g. legal fees and lawyer expense), the Supplier shall hold SF harmless from and fully indemnified for any outstanding loss of SF arising from the aforementioned breach or default. | 18. 违约责任与保险 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, 宝马金融有权包括但不限于下列措施: (a) 就可补救的供应商违约, 宝马金融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) 如果供应商未在规定的期限内完成令宝马金融合理满意的自费补救, 或者宝马金融决定不要求供应商补救其违约行为, 宝马金融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) 全部或部分解除主合同, 并且要求供应商向宝马金融支付相当于违约所涉及的订单项下价款总金额的30%作为违约金。如该等违约金不足以赔偿宝马金融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马金融予以充分赔偿, 以使宝马金融免受任何损害。 |

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| <p>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, SF shall have the right to claim default penalties and compensation according to Clause 18.1 hereof.</p> | <p>对于本第19.3条 (a) 项至 (c) 中约定的情形, 宝马金融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, SF 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 SF can make use of said Goods/Services. This shall be without prejudice to any claims for penalties or damages by SF. SF shall not be liable to compensate the Supplier for SF's exercising of the termination right.</p> | <p>19.4 如果供应商对合同解除负有责任, 则宝马金融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金融可以使用的货物/服务支付价款。宝马金融主张违约金和损害赔偿的权利不受影响, 且宝马金融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 SF is fully responsible for the grounds of the termination, SF 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 SF in accordance with Clause 12 hereof.</p> | <p>19.5 如果合同解除完全是由于宝马金融造成的, 宝马金融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/或使用权依据本一般条款第12条的约定转交给宝马金融。</p> |
| <p>19.6 Unless otherwise agreed and confirmed by SF 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 SF employee who participated or has participated in the performance of the Purchase Contract, otherwise SF shall have the right to request the Supplier to compensate all its losses resulted therefrom.</p> | <p>19.6 除非宝马金融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, 供应商不得向宝马金融参与采购合同履行的前任及现任雇员发出招聘要约, 否则宝马金融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 the dispute to the China International Economic and Trade Arbitration Commission for arbitration in Beijing pursuant to its Arbitration Rules as then in force.</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其根据其届时有效的仲裁规则在北京进行最终裁决。</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 Ruichen Int'l center, NO. 13 Hongzhuangnan south road, Chaoyang district Beijing, 北京市朝阳区农展馆南路13号润辰商务中心1510

Contact info (Name/E-mail/MP): Amanda / amihuan@cct.cn / 15210315875



| | Item | Budget(RMB) | Remark | Description |
|--|-----------------|-------------|--------|--|
| A | Insurance | 25.00 | | |
| B | Tour Guide | 2,400.00 | | |
| C | Transportation | 0.00 | | |
| D | Accommodation | 0.00 | | |
| E | Food & Beverage | 0.00 | | |
| F | Meeting | 0.00 | | |
| G | Team Building | 0.00 | | |
| H | Visits | 0.00 | | |
| I | Miscellaneous | 3.00 | | |
| J | Service Charge | 242.80 | | |
| GRAND-Total(All (Business Tax Included)) | | 2,670.80 | | All tax inclusive, VAT normal invoice (价税普通发票) |

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-平安行旅游意外险: 1人/2日险, 保额10万。 | 5.00 | 1 | 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。 | 8.00 | 1 | 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。 | 12.00 | 1 | 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-更多选择前往明亚保险公司, 保额额以及保额。 | | | 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 | | | | 25.00 | |

| B. Tour Guide | Item | Unit Price(RMB) | QTY | Total Price(RMB) | Description |
|---------------|--|-----------------|-----|------------------|---------------------------------|
| 1 | Tour Guide-Chinese Mandarin 中文导游(含导游) (1人/2日含导游) | 1,000.00 | 1 | 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 中英双导游(含导游) (1人/2日含导游) | 1,400.00 | 1 | 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 | |

| 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 | |

| 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 |
| 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(Business Tax included) | | 0.00 | | All tax inclusive, VAT normal invoice (增值税普通发票) |
| Remarks: Please note that 3rd party invoices are paid net by BBA since VAT is claimed back by your company. | | | | |

DETAILS

| 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. |
| | | | | 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. |
| | | | | 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 (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 | | 交通 | | | | | 0.00 | |
| D. Accommodation | | | | | | | | |
| 住宿 | | Item | 项目 | Unit Price (RMB) | 单价 (人民币) | QTY | Total Price (RMB) | Description |
| 1 | | Hotel | 酒店 | | | | 0.00 | 酒店名称 Twin room incl. breakfast |
| D. Accommodation | | 住宿 | | | | | 0.00 | 双床间含早餐 |
| E. F&B | | | | | | | | |
| 餐饮 | | Item | 项目 | Unit Price (RMB) | 单价 (人民币) | QTY | Total Price (RMB) | Description |
| 1 | | Breakfast | 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 | Total Price (RMB) | Description |
| 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 | |
| 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 | Total Price (RMB) | Description |
| 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 | Total Price (RMB) | Description |
| 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 | Total Price (RMB) | Description |
| 1 | | Mineral Water (瓶人) | 矿泉水-礦師傅 (瓶人) | | | | 0.00 | 固定单价, 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 (瓶人) | | | | 0.00 | 固定单价, 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 | |
| I. Miscellaneous | | 杂项 | | | | | 0.00 | |
| J. Service Charge | | | | | | | | |
| 服务费 | | Item | 项目 | Unit Price (RMB) | 单价 (人民币) | Ratio | Total Price (RMB) | Description |
| 1 | | Service Charge | 服务费 | | | | 0% | 固定比例项, All tax inclusive, VAT normal invoice |
| J. Service Charge | | 服务费 | | | | | 0% | (增值税普通发票) |

Statement of Expenses

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

Date/Duration: _____

Department: _____

Total number of participants: _____

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

BBA premises: _____

External venue: _____

Agenda: (Please specify the agenda of the activity)

| 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:

_____ Travel Agency Representative

_____ Organizer of BBA

_____ 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。