

# 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 Supplier 康辉集团北京国际会议展览有限公司

文档号码 Document Number 46001549

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

文档日期 Doc. Date 2019.04.08

朝阳区农展馆南路13号12层1510  
内002

供应商号码 Vendor No. 4063697

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

联系人 Contact Person Sissy Lai

你的参考序号 Your Ref. 11828

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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Beijing, China

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打印日期 Print Date 2019.04.11

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国际商业用语  
(Incoterms) UN  
Refer to payment terms

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

合同细节  
Contract details

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	Round-Trip Flight to First-tier city	Depend on call-off	Depend on call-off	EA	2,120.00
00020	Round-Trip Flight to Second-tier city	Depend on call-off	Depend on call-off	EA	1,749.00
00030	Car for airport-hotel pick-up	Depend on call-off	Depend on call-off	EA	265.00
00040	Bus for Beijing Novotel-airport send off	Depend on call-off	Depend on call-off	EA	265.00
00050	Meeting package in Beijing and other fir st-tier city	Depend on call-off	Depend on call-off	EA	530.00

地址  
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项目 Item	项目描述 Description	交付日期 Delivery Date	数量 Quantity	度量单位 UoM	单价 Gross Unit Price in RMB
00060	Meeting package in Hangzhou and other sec ond-tier city	Depend on call-off	Depend on call-off	EA	477.00
00070	Business Dinner	Depend on call-off	Depend on call-off	EA	424.00
00080	Five-star hotel in Beijing and other fir st-tier city	Depend on call-off	Depend on call-off	EA	954.00
00090	Five-star hotel in Hangzhou and other se cond-tier city	Depend on call-off	Depend on call-off	EA	795.00
00100	Souvenir and meeting document and other	Depend on call-off	Depend on call-off	EA	212.00
00110	Agency Service charge (10%)	Depend on call-off	Depend on call-off	EA	1.06

付款条件及期限 30日内付款  
 Payment Terms Within 30 days Due net

Frame/Value Contract for Service  
 (Applicable to Local Supplier)  
 服务采购框架/价值合同 (适用于本地供应商)

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

#### I. General Provisions 通用条款

##### 地址

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 中国北京市朝阳区  
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 佳程广场B座28层

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1. This Frame/Value Contract for Service (Applicable to Local Supplier) ("Frame/Value Contract") is executed by and between BMW Automotive Trading Ltd. ("BMW China") and Comfort International M.I.C.E. Service Co., Ltd. ("Supplier"). BMW China agrees to buy and the Supplier agrees to provide the service(s) as listed in the table above ("Services") according to the terms and conditions stipulated in the Main Contract (as defined in Clause 2 hereof) and its appendices.

本服务采购框架/价值合同 (适用于本地供应商) (下称本"框架/价值合同") 由宝马 (中国) 汽车贸易有限公司 (下称"宝马中国") 与康辉集团北京国际会议展览有限公司 (下称"供应商") 签署。宝马中国同意根据主合同 (见本框架/价值合同第2条定义) 及其附件的约定购买且供应商同意根据主合同及其附件的约定提供前述表格中所列的服务 (下称 "服务")。

BMW China and the Supplier are hereinafter collectively referred



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to as the "Parties", and individually referred to as a "Party".  
宝马中国与供应商以下合称为"双方", 单称为"一方"。

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 (c) 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 (c) 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,

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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))  
主合同（即：框架/价值合同和申购单）
- (b) Appendix 1: General Terms and Conditions for Purchase of  
Goods and Services (Version 11/2016) ("GTC")  
附件1：关于采购货物和服务的一般条款（2016年11月版本）  
(下称“一般条款”)
- (c) Appendix 2: Final Quotation confirmed by the Parties  
附件2：双方确认的最终报价单

7. The Services' specific technical requirements, service standard, implementation plans and other details of the Services shall be included in Appendix Technical Requirements. If no Technical Requirements is prepared, technical requirements related contents provided in BMW China's RFQ and technical requirements related contents provided in the final quotation confirmed by both Parties or Supplier's Quotation shall apply. If the technical requirements related contents provided in the final quotation confirmed by both Parties or those contents provided in the Supplier's Quotation differ from the technical requirements related contents provided in BMW China's RFQ, these differences shall only become integral parts of the Purchase Contract if the Supplier has highlighted and pointed out the differences in a separate document annexed to the final quotation, obtained written prior consent from BMW China and included such differences in Appendix Technical Requirements. The final quotation shall not include any legal terms and delivery related terms, otherwise these terms are invalid.

关于服务的具体技术要求、服务标准、实施计划和其他与服务相关的细节在附件《技术要求》中明确。如果双方没有准备前述《技术要求》，则应适用宝马中国发出的询价函中包含的技术要求相关内容以及双方确认的最终报价单或供应商报价中的技术要求相关内容。如果最终报价单或供应商报价中的技术要求与宝马中国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、获得宝马中国事前书面许可、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 BMW China for 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

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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迟延  
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竞争力是缔结采购合同的前提条件。

10. This Frame/Value Contract shall remain valid until 2021.12.31 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\_2021 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。

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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。

13. Any amendment to the Purchase Contract shall come into force only after being confirmed, signed and affixed chops by the Parties.  
对采购合同的任何修改，均应经双方确认且签字盖章后方为生效。

14. The Purchase Contract shall be executed in two originals, and each Party holds one original.  
采购合同正本一式两份，双方各持一份。



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15. The Frame/Value Contract shall become effective after the Parties sign on the Frame/Value Contract and affix chops on the Frame/Value Contract and its appendices (excluding those appendices executed by the Parties before signing the Frame/Value Contract).  
本框架/价值合同自双方在框架/价值合同上签字且在框架/价值合同及其附件（双方在签署框架/价值合同前已签署的附件除外）上盖章之日起生效。

## II. Payment Provisions 付款条款

### 16. Payment 付款

16.1 Unless otherwise agreed in writing by the Parties, BMW China shall only pay the price under the Purchase Contract after the Supplier delivers all the Services to BMW China according to the provisions of the Purchase Contract and meet all the requirements as set forth in Clause 16.2 hereof. For identifying the payment due date, deliverables made before the agreed delivery date shall be deemed as having been delivered on the agreed delivery date.

除非双方另有书面约定，宝马中国仅应在供应商按照采购合同约定向宝马中国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。

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16.2 For the price under each Call-off, after BMW China Requesting Department confirms acceptance of the Services according to the Purchase Contract and completion of BMW China's internal payment approval process, the Supplier shall issue a legally compliant invoice to BMW China. BMW China 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，在宝马中国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中国内部付款审批手续后，供应商应向宝马中国开具合规的发票。宝马中国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 BMW China as soon as 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



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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公章上所载明的公司名称一致；否则宝马中国有权拒绝付款。

16.4 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

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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.]

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。

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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

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Telephone 010-84558000

电话：010-84558000

Bank Account: Bank of China Beijing Chaoyang Branch 335056019363

开户银行及帐号：中国银行北京朝阳支行 335056019363



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	买家 Buyer	采购经理 Purchasing Manager
姓名 Name	Chunlan Lai	Heine Joerg
日期 Date	2019.04.08	2019.04.08
地址 Postal Address	无需签字，电子审批完毕 No signature required. electronically approved	
28th F, No.Tower B, Gateway Plaza No.18 Xiaoguangli North Road, East 3rd Ring Chaoyang District Beijing 100027 PR China	公司签章 Company Seal	

供应商确认 Supplier Confirmation	
姓名 Name	公司签章 Company Seal
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)

<b>List of Clauses 条款目录</b>	<b>Page 页码</b>
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Confirmed by affixing chops of the Parties 双方盖章确认

<p><b>BMW China Automotive Trading Ltd. (chop)</b> 宝马(中国)汽车贸易有限公司 (盖章)</p> 	<p>Supplier: _____ (chop)</p> <p>供应商: _____ (盖章)</p> 
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## 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)

1 Scope of Application	1. 适用范围
<p>1.1 These General Terms and Conditions for Purchase of Goods and Services (Version 11/2016) ("these GTC") shall apply to the procurement of goods and services by BMW China Automotive Trading Ltd. ("BMW China") from a provider as is shown on the first page of the Main Contract (the "Supplier"). BMW China and the Supplier are hereinafter collectively referred to as "the Parties", and individually "a Party".</p> <p>The goods provided in the above paragraph are hereinafter referred to as the "Goods"; for clarity, such Goods do not include the production materials/parts to be used for assembling the series vehicles or the motor vehicle parts. The services provided in the above paragraph are hereinafter referred to as the "Services". Goods and Services are hereinafter collectively referred to as the "Goods/Services", and purchase of the Goods/Services is hereinafter referred to as a "Project".</p>	<p>1.1 本关于采购货物和服务的一般条款 (2016年11月版本) (以下合称“本一般条款” )适用于宝马(中国)汽车贸易有限公司(下称“宝马中国”)自主合同首页所示的提供者(下称“供应商”)进行的货物和服务的采购。宝马中国和供应商以下合称“双方”，单称“一方”。</p> <p>前款所述货物下称“货物”；为明确起见，该等货物不包括用于组装量产车的原材料/零部件或者用于组装摩托车的零部件。前款所述服务下称“服务”。货物与服务以下合称“货物/服务”，货物/服务的采购下称“项目”。</p>
2 Conclusion and Integral Parts of the Purchase Contract	2. 采购合同的订立与构成
<p>2.1 The contract for the procurement of Goods/Services ("Purchase Contract"), shall be concluded by a written one-time-buy purchase order or a call-off under a value /frame contract (purchase order and call-off(s) hereinafter collectively referred to as the "Order") from BMW China and the corresponding acceptance by the Supplier.</p> <p>A call-off is the declaration on the part of BMW Chinamade to the Supplier based on the executed value/frame contract which specifies the quantity of the Goods/Services to be supplied, delivery location and delivery time.</p> <p>If the Supplier confirms the Order in deviation from the Order offered by BMW China, these differences shall only apply if and in as far as BMW China expressly agrees to them in writing.</p> <p>One-time-buy purchase order or value/frame contract and its call-off(s) issued by BMW China in writing hereinafter referred to as the "Main Contract".</p>	<p>2.1 有关采购货物/服务的合同(下称“采购合同”)应通过宝马中国发出的书面一次性采购订单或价值/框架合同项下的书面申购单(采购订单和申购单以下合称“订单”)和供应商的相应接受来订立。</p> <p>申购单为宝马中国一方基于已经签署的价值/框架合同向供应商发出的详细说明货物/服务的数量、交货地点和交货时间的文件。</p> <p>如果供应商所确认的订单与宝马中国发出的订单存在差异，该等差异仅应在宝马中国明确书面同意的情况下和范围内适用。</p> <p>宝马中国以书面形式发出的一次性采购订单或者价值/框架合同及其申购单以下合称“主合同”</p>
<p>2.2 In addition to these GTC and depending on the Goods/Services concerned, various special terms and conditions such as Special Terms and Conditions for Purchase of Onsite Outsourcing Services, Special Terms and Conditions for Purchase of Training Services etc. (the "STC(s)") may also be executed. In the event of any conflict, the provisions of the STC(s) shall prevail over the provisions of these GTC.</p>	<p>2.2 除本一般条款外，基于相关的货物/服务，各种特殊条款亦可能需要签署，例如关于采购外包驻场服务的特殊条款、关于采购培训服务的特殊条款等(下称“特殊条款”)。如存在冲突，特殊条款的规定应当优先于本一般条款的规定。</p>

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现时有效的版本并发布新版本的权利。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)。
<b>3 Execution of the Purchase Contract</b>	<b>3. 采购合同的执行</b>
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、高效并充分负责任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

<p>Supplier shall ensure that the subcontractor is to be bound by same terms and conditions as set forth in the Purchase Contract through signing written agreement with the subcontractor.</p>	<p>出主张的任何权利。供应商应当通过与分包商签署书面协议，保证分包商受到与采购合同相同的条款和条件的约束。</p>
<p>3.4 If the Supplier receives any benefits from a third party, such as additional quality warranties, price discounts, bonuses, commissions and/or reductions etc. with respect to the Goods/Services and the Project that are not provided under the Purchase Contract, the Supplier shall notify and ensure BMW China to enjoy all such benefits received from the third party in a timely manner.</p> <p>The Supplier shall also ensure that all the Supplier Personnel as defined in Clause 3.12 hereof comply with the obligation provided in the above paragraph of this Clause 3.4, and shall take the responsibility as provided in the above paragraph for any acceptance of the benefits by the Supplier Personnel.</p>	<p>3.4 如果供应商自第三方就货物/服务和项目获得任何未在采购合同中规定的利益，例如额外的质量担保、价格折扣、奖金、佣金和/或减价等，则供应商应当及时通知并保证宝马中国能够享受其自第三方获得的全部该等利益。</p> <p>供应商亦应当保证本一般条款第3.12条定义的供应商人员遵守上述本第3.4条前款规定的义务，并且对供应商人员获得的任何利益承担前款规定的责任。</p>
<p>3.5 The Supplier shall be liable for ensuring that the Goods/Services and the Project it or any subcontractor whom it uses directly or indirectly supplies, including the use of such Goods/Services for the purpose of such Project, do not contravene the applicable laws and regulations in force during the execution of the Purchase Contract, including but not limited to the laws regarding production, security, environment protection, commercial competitions, monopoly, advertising activities and labor relationship; it shall ensure the foregoing, if necessary by means of legal advices at the Supplier's costs, and shall advise BMW China of any risks in time.</p> <p>Any costs and related fees that may arise in this connection by the Supplier have been covered by the respectively agreed Price (as defined in Clause 8.1 hereinafter).</p> <p>BMW China shall be entitled to reject the provision or delivery of any Goods/Services, suspend related payment or terminate the Main Contract partially or wholly in case of any breach of this Clause 3.5 by the Supplier.</p> <p>In addition, the Supplier shall indemnify and hold BMW China harmless from, defended against any claims asserted by any third party, irrespective of whether it uses subcontractor directly or indirectly as part of its execution of the Purchase Contract.</p>	<p>3.5 在采购合同执行的过程中，供应商有义务确保其自身或其直接或间接使用的任何分包商所提供的货物/服务和实施的项目，包括根据该等项目的目的对该等货物/服务的使用，不会违背现行适用的法律法规，包括但不限于有关生产、安全、环境保护、商业竞争、垄断、广告及劳动关系等相关的法律。供应商应确保履行上述义务，如有必要，供应商应自付费用获取相关法律咨询意见，并应及时告知宝马中国存在的任何风险。</p> <p>双方约定的价款（见本一般条款第8.1条的定义）已涵盖因此供应商可能产生的任何成本及相关费用。</p> <p>如果供应商违反本第3.5条的规定，则宝马中国应有权拒绝任何货物/服务的提供或发送、暂停支付相关款项，或部分或全部解除主合同。</p> <p>此外，就任何第三方提出的与此相关的任何索赔主张，供应商应确保宝马中国获得辩护、取得赔偿并免受损害，不论其是否直接或间接使用分包商作为其履行采购合同的一部分。</p>
<p>3.6 Upon BMW China's request, the Supplier shall provide the certificates, licenses and/or approval documents which are compulsory in the specific business area under requirements of the Government. Once the Supplier accepts an Order, it shall be deemed that the Supplier has obtained and been duly keeping all the necessary qualifications for supplying the Goods/Services and the Project when the Supplier accepts the Order and during the entire performance of the Purchase Contract.</p>	<p>3.6 应宝马中国要求，供应商应提供根据政府要求在特定业务领域内必须具备的证照、许可和/或批准文件。一旦供应商接受订单，即应推定其在接受订单时和整个履行采购合同期间已为提供货物/服务和实施项目取得并适当保有所需的一切必要资质。</p>

<p>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.</p>	<p>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提供配合和支持。</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 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>	<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。</p> <p>(b) 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>
<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 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;</p> <p>(d) 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>	<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, 或于前述资料销毁前向宝马中国提供, 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不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>drawings and/or other materials (hereinafter collectively referred to as the “<b>Documents/Materials</b>”). The expenses, costs etc. for the Documents/Materials provided by BMW China are already included in the Price set out in the Main Contract.</p> <p>The Supplier shall order such Documents/Materials in sufficient time advance and in the correct quantity to ensure that the Goods/Services can be provided by the Supplier according to the Purchase Contract. The Supplier must check these Documents/Materials with regard to the local conditions of using, their correctness and completeness where necessary. The Supplier must notify BMW China in writing of any doubts or objections whatsoever without delay, stating the reasons, and must reach agreement with BMW China's project manager on how to proceed with the work.</p> <p>The aforesaid Documents/Materials supplied to the Supplier are provided on a loan basis and shall remain BMW China's proprietary property. Upon BMW China's request, the Supplier shall keep Documents/Materials free of charge on its premises. They must be returned to BMW China at BMW China's request or at the latest after the completion of the Project, or the Supplier may, upon written instruction from BMW China, destroy the Documents/Materials and provide evidence acceptable to BMW China regarding the destruction of aforementioned items.</p> <p>The Documents/Materials temporarily lent to the Supplier may only be reproduced or sold, used as security, pledged or otherwise passed on to or used for third parties with the prior written consent of BMW China. The same shall apply to the goods or deliverables of services produced/created by using these Documents/Materials.</p>	<p>品”）。由宝马中国提供的文件/物品所产生的全部成本、费用等均已包含在主合同中约定的价款中。</p> <p>供应商应当适时提前预定正确数量的该等文件/物品，以确保能够根据采购合同提供货物/服务。供应商应当于必要时就该等文件/物品是否符合本地使用条件、其正确性及完整性进行检查。如果存在任何疑问或反对意见，供应商必须立即书面通知宝马中国，说明原因，并就如何继续进行工作与宝马中国的项目经理达成一致。</p> <p>提供给供应商的前述文件/物品系借给供应商使用，且为宝马中国的专属财产。基于宝马中国的要求，供应商应在其经营场所免费保管文件/物品。供应商须在宝马中国要求时或最迟在项目完成后归还给宝马中国，或者供应商可根据宝马中国的书面指示销毁文件/物品并且向宝马中国提供其能够接受的关于销毁上述物品的证据。</p> <p>临时出借给供应商的文件/物品经宝马中国事先书面同意方能被复制、出售、设定担保、质押或以其他形式转移给第三方或供第三方使用。上述规定亦适用于使用该等文件/物品生产/制作的货物或服务交付物。</p>
<p>3.10 BMW China shall be entitled to inspect all of the Project related documents, means of production and Goods/Services at the Supplier's premises with prior notice to the Supplier.</p>	<p>3.10 宝马中国有权事先通知供应商后，在供应商的经营场所对与项目有关的所有文件、生产工具及货物/服务进行检查。</p>
<p>3.11 If onsite outsourcing Service is required for the performance of the Purchase Contract, the Supplier shall provide onsite personnel to BMW China, and shall guarantee that onsite personnel will comply with relevant provisions of the Purchase Contract, in particular the Special Terms and Conditions for Purchase of Onsite Outsourcing Services.</p> <p>If the Supplier and its onsite personnel fail to comply with the aforementioned provision, the Supplier shall assume its liability for breach of contract in accordance with Clause 18 hereinafter.</p>	<p>3.11 如果采购合同的履行需要驻场外包服务，供应商应当向宝马中国提供驻场人员，并保证其驻场人员完全履行采购合同的相关约定，尤其是关于采购驻场外包服务的特殊条款中的约定。</p> <p>如供应商及其驻场人员未能遵守前述约定，供应商应依据本一般条款第18条的约定承担违约责任。</p>
<p>3.12 The Supplier shall be liable to BMW China for the actions/inactions of its employees, officers, secondees, representatives, agents, sub-contractors or any other individuals for whom the Supplier is in the position to be responsible for the purpose of execution of the Purchase</p>	<p>3.12 供应商应对其雇员、管理人员、借调人员、代表、代理、分包商及应由供应商为采购合同履行之目的而承担责任的任何其他人员（以下统称“供应商人员”）的作为与不作为向宝马中国承</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>担责任。如果由于任何供应商人员的疏忽或故意的作为/不作为对宝马中国造成任何损害, 宝马中国有权直接向供应商索赔。供应商应使宝马中国不受损害, 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 “<b>Affiliate Relationship</b>”) 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“<b>关联关系</b>”），或者供应商的任何雇员、董事、管理人员或股东与宝马中国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宝马中国与供应商之间、或是宝马中国与其它供应商之间的商业关系的公平性和/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相关交易。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员之间建立劳动关系。供应商人员不得作为宝马中国团队的成员工作。但是如果其与货物/服务或项目相关的工作包括为宝马中国团队提供指导（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 BMW China, including but not limited to:</p> <ul style="list-style-type: none"> <li>- company doctor and medical service (with the exception of accident care)</li> <li>- use of company cars and shuttles</li> <li>- subsidized catering</li> <li>- working garments provided free of charge or at a reduced price</li> <li>- participation in the BMW China Associate Improvements Suggestion Scheme</li> <li>- business cards/personal stationery etc.</li> </ul> <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中国提供的福利和设施, 包括但不限于:</p> <ul style="list-style-type: none"> <li>- 公司医生和医疗服务（事故处理除外）</li> <li>- 公司车辆和通勤车/班车</li> <li>- 受补助的餐食</li> <li>- 免费或折价工作服</li> <li>- 参加宝马中国员工改进建议计划</li> <li>- 名片/个人文具等</li> </ul> <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 BMW China's mailing lists, job plans, telephone directories, vacation plans etc. They may however be named and listed in BMW China systems for capacity planning or control provided that:</p> <ul style="list-style-type: none"> <li>- such systems are used on the request of the Supplier involved;</li> <li>- participation of the Supplier Personnel in such systems is required by the Supplier itself; and</li> <li>- BMW China has acknowledged and agreed to it.</li> </ul>	<p>3.16 供应商人员不应列于宝马中国的邮件列表、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中国系统中，其前提是：</p> <ul style="list-style-type: none"> <li>- 该系统是应相关供应商的要求使用的；</li> <li>- 供应商人员加入该系统是供应商自行要求的；并且</li> <li>- 宝马中国知晓并同意。</li> </ul>
<p>3.17 In the event that any of the Supplier Personnel violates related laws, regulations or internal management regulations of BMW China or is proved to be unable to fulfill his/her assignment, BMW China is entitled to request the Supplier to replace such personnel. The Supplier shall replace the related Supplier Personnel within three days upon receipt of BMW China's notice. If the Supplier fails to replace the individual with a competent one, BMW China is entitled to claim for damages and/or to terminate the Main Contract or the related parts thereof.</p>	<p>3.17 如果供应商人员违反相关法律规定或宝马中国的相关内部管理规定或者被证明无法胜任安排给他/她的工作，宝马中国有权要求供应商更换该等人员。供应商应在收到宝马中国通知之日起三日内更换相关供应商人员。如果供应商未能以胜任人员替换该等人员，宝马中国有权要求赔偿和/或解除主合同或其相关部分。</p>
<p>3.18 During the term of the Purchase Contract, the Supplier shall sufficiently maintain all necessary social insurance policies (especially medical and occupational injury insurance) for the Supplier Personnel who are employed by the Supplier. BMW China will not bear any medical expense incurred by the Supplier Personnel even for personal injury suffered at work.</p> <p>In addition, BMW China will not bear the maternity expense of the Supplier Personnel. During the maternity leave, the Supplier shall assign backup personnel to continue the Project.</p>	<p>3.18 在采购合同有效期内，供应商应负责充分地维持其所雇用的供应商人员的所有必要的社会保险（尤其是医疗及工伤保险）。宝马中国不承担供应商人员的任何医疗费用，包括个人在工作中受到伤害的医疗费用。</p> <p>此外，宝马中国不承担供应商人员的生育医疗费用。在产假期间，供应商应指定后备人员继续实施项目。</p>
<p>3.19 The Supplier shall not employ child labor under sixteen years' old.</p>	<p>3.19 供应商不应雇佣未满十六周岁的未成年人。</p>
<p>3.20 The Supplier shall hold BMW China defended against, harmless from and fully indemnified for in any claim resulting from the breach of the Supplier's contractual obligations with his employees, agents, collaborators, suppliers or subcontractors.</p>	<p>3.20 在因供应商违反与其员工、代理人、合伙人、供货商或分包商的合同义务引发的索赔中，供应商应保障宝马中国获得辩护、免受损害，并就其损失取得全额赔偿。</p>
<p>3.21 The Supplier which will provide onsite service at BMW China's premises must sign and ensure the Supplier Personnel to observe BMW China's visitor guidelines, site rules and other security regulations. Instructions issued by BMW China factory security officers must be obeyed in this respect. Failure in signing the aforesaid documents or serious breaches of the visitor guidelines, the site rules and other security regulations shall entitle BMW China to prohibit related Supplier Personnel from entering the premises of BMW China.</p>	<p>3.21 需要在宝马中国经营场所提供现场服务的供应商应签署并确保供应商人员遵守宝马中国访客规则、场所规定和其他安全规定，并遵守宝马中国的工厂安全管理人员作出的指示。如果供应商不签署前述文件或者任何供应商人员严重违反宝马中国访客规则、场所规定和其他安全规定，宝马中国应有权禁止相关供应商人员进入宝马中国的经营场所。</p>
<p><b>4 Amendments and Supplements</b></p>	<p><b>4. 修改与补充</b></p>
<p>4.1 BMW China shall have the right at any time up until the acceptance of Goods/Services to demand amendments and supplements to the Purchase Contract using reasonable discretion and taking into consideration of the interests of the</p>	<p>4.1 宝马中国有权在对接受货物/服务且进行验收之前的任何时间对采购合同进行其认为合理的修改或补充，但应考虑供应商的利益。前述规定特别适用于政府</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><b>5 Inspection and Acceptance</b></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><b>5. 检查和验收</b></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，最晚不超过宝马中国规定的截止期限。</p>

5.3 The handover of the completed Goods/Services ready for use shall not constitute the acceptance of related Goods/Services. Payments by BMW China in whole or in part shall not indicate that BMW China has accepted the Goods/Services under the Purchase Contract.	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。宝马中国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。
<b>6 Deadline and Delay</b> 6.1 Delivery dates (for Goods purchase, dates when the Goods arrive at BMW China appointed place) agreed by both Parties are binding. Whenever deadlines are stated by calendar week or month without specifying the specific dates, the 1st working day shall apply in each case.	<b>6. 期限和延迟</b> 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中国指定收货地点的日期）具有法律约束力。如约定的截止期限未明确具体日期，仅约定某日历周或日历月，应以该周或月份的第一个工作日为准。
6.2 In the event of any delay for which BMW China is not responsible, BMW China shall have the right to take measures, including but not limited to the following: (a) to request the Supplier to continue or suspend its delivery; (b) to request the Supplier to provide a new bank guarantee in accordance with Clause 8.6 hereinafter; (c) to cease or reduce the payment; (d) to request the Supplier to refund paid amount and pay corresponding interest; (e) to adjust the Goods purchased or adjust the corresponding scope of the Services; (f) to seek substitute Goods/Services by third party; (g) to take certain measures by its own to minimize the loss; (h) terminate the Main Contract; and/or (i) claim for liquidated damages with the standard of 0.2% of the total Price as set out in the Order for each day delayed. If such liquidated damages cannot cover all BMW China's losses and expense incurred (e.g., legal fees and lawyer expense), the Supplier shall compensate to BMW China for the remaining losses arising from such delay.  BMW China shall not be liable to the Supplier for BMW China's exercising of aforementioned unilateral rights.  The above provision shall also apply in the event that the Supplier renders the Goods/Services, in whole or in part, in due time but BMW China does not accept the Goods/Services in accordance with the Purchase Contract.	6.2 如果因不可归责于宝马中国的原因造成延迟交付，宝马中国有权采取包括但不限于下列措施： (a) 要求供应商继续或暂停交付； (b) 要求供应商根据本一般条款第8.6条提供新的银行保函； (c) 停止或减少付款； (d) 要求供应商返还已付款项并支付相应的利息； (e) 调整采购的货物或调整服务的相应范围； (f) 向第三方寻求替代货物/服务； (g) 自行采取特定措施以减少损失； (h) 解除主合同；和/或 (i) 要求供应商按照每延迟一日支付订单项下总价款的0.2%的违约金，如该等违约金不能赔偿宝马中国由此产生的全部损失及费用（如诉讼费用和律师费等），则供应商应就违约金不能弥补的其余损失向宝马中国予以赔偿。  宝马中国无需因行使前述单方权利而向供应商承担任何赔偿责任。  以上约定也适用于供应商按时提供了全部或部分货物/服务，但是宝马中国依据采购合同相关规定不接受该等货物/服务的情形。
6.3 In the event of any delay for which BMW China is responsible, the Supplier shall be entitled to a reasonable extension of the deadline of delivery. If the Supplier pays additional cost due to the delay, it shall be entitled to claim for compensation from BMW China for reasonable costs incurred, but in any event, the compensation shall not include any indirect loss of the Supplier such as loss of profit.	6.3 如果因宝马中国原因造成延迟交付，供应商有权要求合理延展约定的交付截止期限；如供应商因此延迟产生了额外的成本，则供应商有权要求宝马中国对其产生的合理费用给予补偿，但是在任何情况下该补偿均不包括利润损失等供应商的间接损失。
6.4 The Supplier must notify BMW China immediately in writing of any potential delays at the side of the Supplier even if BMW China may have been aware of the circumstances and reasons from other channels.	6.4 供应商必须立即书面通知宝马中国供应商方面可能发生的延迟，即便宝马中国可能已经从其它渠道知晓前述情形或原因。
<b>7 Power of Representation</b>	<b>7. 授权</b>

<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.</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 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.</p>	<p>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。</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必要的声明。</p>
<p>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.</p>	<p>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。</p>
<p>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.</p>	<p>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，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>
<p>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.</p>	<p>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主张对宝马中国造成的损失进行全额赔偿。</p>
<p><b>8 Price, Invoicing and Payment</b></p> <p>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.</p>	<p><b>8. 价款、发票和付款</b></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。宝马中国不承担招待/娱乐费用。</p>
<p>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</p>	<p>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>

<p>be provided in various phases, until the acceptance/inspection of the Goods/Services by BMW China for a specific phase.</p>		<p>段提供，则某一特定阶段的货物/服务通过宝马中国验收前宝马中国无义务付款。</p>
8.3	<p>Payment for the Price shall be made by bank transfer or by cheque at BMW China's discretion. The Supplier must issue the qualified invoice/voucher to BMW China in accordance with the applicable PRC tax regulations in force. The original invoice/voucher must be addressed to the Finance Department of BMW China. In the event of non-compliance with the Purchase Contract by the Supplier, BMW China reserves the right to withhold, reduce or demand the repayment of payments already made plus the corresponding interest.</p>	<p>8.3 价款的支付方式应依据宝马中国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中国开具合规的发票或收据。原始发票或收据应当寄送至宝马中国财务部门。如供应商未能履行采购合同的约定，宝马中国保留停止、预提、暂扣、减少付款或要求退回已付款项（包括相应利息）的权利。</p>
8.4	<p>Unless confirmed and consented by BMW China in advance, the local Supplier who needs to provide local VAT invoice to BMW China must state the following details on its invoice, otherwise the invoice will be rejected by BMW China:</p> <ul style="list-style-type: none"> <li>- Complete name, tax register number, address, telephone, opening bank, bank account of the Supplier and of BMW China</li> <li>- BMW China supplier/vendor code</li> <li>- Order No.</li> <li>- SAP GR No.</li> <li>- Invoice issuance date</li> <li>- Trade description of the Goods/Services in Chinese</li> <li>- Quantity</li> <li>- Net amount</li> <li>- Tax rate, amount of tax</li> <li>- Total Price amount (tax included)</li> <li>- Any reduction in Price agreed in advance if not taken into account in the Price</li> <li>- Invoice stamp</li> <li>- Other information required by the PRC tax regulations, as amended from time to time</li> </ul> <p>Unless confirmed and consented by BMW China in advance, the local Supplier who needs to provide ordinary (non-VAT) invoice to BMW China must state the following details on its invoice, otherwise the invoice will be rejected by BMW China:</p> <ul style="list-style-type: none"> <li>- Complete name and address of the Supplier and BMW China</li> <li>- BMW China supplier/vendor code</li> <li>- Order number</li> <li>- SAP GR No.</li> <li>- Invoice issuance date</li> <li>- Trade description of the Goods/Services in Chinese</li> <li>- Quantity</li> <li>- Amount</li> <li>- Invoice stamp</li> <li>- Other information required by the PRC tax regulations, as amended from time to time</li> </ul> <p>The Supplier registered in a foreign country or in Taiwan, Hongkong or Macao ("Overseas Suppliers") shall state the</p>	<p>8.4 除非事先获得宝马中国的确认和同意，需向宝马中国提供增值税发票的境内供应商应在发票上标明以下信息，否则发票将被拒收：</p> <ul style="list-style-type: none"> <li>- 供应商及宝马中国的全称，纳税人识别号、地址、电话、开户行及账号</li> <li>- 宝马中国的供应商编号</li> <li>- 订单号</li> <li>- 收货号</li> <li>- 发票开具日期</li> <li>- 对货物/服务的中文描述</li> <li>- 数量</li> <li>- 净额</li> <li>- 税率及税额</li> <li>- 含税总价款</li> <li>- 事先同意在价款中减少的金额（如在价款中没有体现）</li> <li>- 发票专用章</li> <li>- 不时修订的中国税法所要求的其他信息</li> </ul> <p>除非事先获得宝马中国的确认和同意，需向宝马中国提供非增值税发票的境内供应商应在发票上标明以下信息，否则发票将被拒收：</p> <ul style="list-style-type: none"> <li>- 供应商及宝马中国的全称及地址</li> <li>- 宝马中国的供应商编号</li> <li>- 订单号</li> <li>- 收货号</li> <li>- 发票开具日期</li> <li>- 对货物/服务的中文描述</li> <li>- 数量</li> <li>- 金额</li> <li>- 发票专用章</li> <li>- 不时修订的中国税法所要求的其他信息</li> </ul> <p>在国外或香港、澳门、台湾注册的供应商（下称“境外供应商”）应在发票上标明以下信息，否则发票将被拒收：</p>

<p>following details on its invoice, otherwise the invoice will be rejected by BMW China:</p> <ul style="list-style-type: none"> <li>- Complete name and address of the Overseas Supplier and BMW China</li> <li>- BMW China supplier / vendor code</li> <li>- Order number</li> <li>- SAP GR No.</li> <li>- Invoice issue date</li> <li>- Trade description of the Goods/Services</li> <li>- Quantity</li> <li>- Amount</li> <li>- Swift code</li> <li>- International Bank Account Number or Bank Account Number</li> <li>- Signature or company stamp</li> <li>- Other information required by the PRC tax regulations, as amended from time to time</li> </ul>	<ul style="list-style-type: none"> <li>- 境外供应商及宝马中国的全称及地址</li> <li>- 宝马中国的供应商编号</li> <li>- 订单号</li> <li>- 收货号</li> <li>- 发票开具日期</li> <li>- 对货物/服务的描述</li> <li>- 数量</li> <li>- 金额</li> <li>- 国际电联代码</li> <li>- IBAN号或银行账号</li> <li>- 签字或公司盖章</li> <li>- 不时修订的中国税法所要求的其他信息</li> </ul>
<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任何税费尤其是增值税费）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税，前提是供应商已向宝马中国提供有效且合规的税务发票。</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。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赔偿请求或主张。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赔权利。</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, 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>documents, true and authentic, and give any necessary assistance. During the process of audit, BMW China 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>BMW China'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 BMW China and shall ensure the proper fulfillment of its duty under this Clause hereof.</p>	<p>的相关文件并给予任何必要的协助。审计期间，宝马中国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>宝马中国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。为免歧义，供应商应当自第三方获得向宝马中国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>
<p>8.9 BMW China shall have the right to offset Price or other payables to the Supplier against any of its claims, recourses or indemnities receivable from the Supplier.</p>	<p>8.9 宝马中国有权将针对供应商的任何主张、追索或可从供应商取得的任何赔偿从应该支付给供应商的价款或其他应付款中扣除。</p>
<p><b>9 Taxes</b></p> <p>9.1 Taxes shall comprise all current or future taxes, charges, levies, costs and other fees of any kind as well as additional payments which must be or have been paid as a result of obligations under PRC regulatory laws and regulations (such as fines, penalty payments, etc.).</p>	<p><b>9. 税费</b></p> <p>9.1 税费应包含所有现有或未来的税款、收费、征费、支出或其他任何形式的费用以及为履行中国法律法规规定的义务而应当或已经支付的额外款项（例如罚款、滞纳金等）。</p>
<p>9.2 BMW China and the Supplier shall each be responsible for fulfilling their fiscal obligations and liabilities. If one of the Parties fails to meet its fiscal/tax obligations or liabilities and this results in loss, damage or any other disadvantage for the other Party, the first Party shall fully indemnify the other Party from said loss, damage or other disadvantage.</p>	<p>9.2 宝马中国和供应商应各自对其财务上的义务和责任负责。如果一方未履行其财务/税务上的义务或责任并对另一方造成损失、损害或任何其他不利后果，则应当充分向另一方赔偿上述损失、损害或其他不利后果。</p>
<p>9.3 If withholding tax falls due on the amounts to be paid by BMW China to the Supplier, the withholding tax shall be withheld by BMW China pursuant to the applicable law and regulations and paid to the relevant tax authority for the Supplier's account. In this case, the Supplier will receive net Price excluding tax. The Supplier must provide invoices which indicate the gross price of the Purchase Contract, i.e. the price on invoice should be the pre-tax price. Upon request of the Supplier and in compliance with applicable PRC law and regulations, BMW China shall provide the Supplier with a valid tax certificate evidencing payment of withholding taxes on behalf of the Supplier.</p> <p>If an applicable double taxation agreement or another regulation provides for a reduction or exemption from withholding tax deduction, BMW China shall only withhold the reduced amount or apply the exemption if the Supplier has provided BMW China with a valid tax exemption certificate and all other documentations and information required by BMW China and/or the applicable tax regulations necessary for effectuating the tax reduction or exemption. Otherwise BMW China shall deduct and withhold the withholding taxes from the amounts due, which must be paid to the relevant tax authority to comply with the applicable tax law.</p>	<p>9.3 如果宝马中国应向供应商支付的款项须代扣税款，则宝马中国应根据适用的法律法规为供应商代扣税款并向负责的税务机关缴纳。在此情况下，供应商将只收到税后价款净额。供应商必须提供标明合同总价的发票，即发票上的金额必须为含税价。如果供应商要求且适用的中国法律法规允许，宝马中国应向供应商提供其为供应商代扣代缴税款的税务证明。</p> <p>如果某一适用的双重征税协定或其他规则规定了代扣代缴税款的减免，只有供应商向宝马中国提供有效的免税证明以及宝马中国和/或适用的税务法规要求的为实现税收减免所必需的所有其他文件及信息，宝马中国才会扣缴减少的税款或适用免征。否则，宝马中国应当从应税金额中代扣代缴税款，以遵守适用的税法规定。</p> <p>供应商应遵守其为申请适用的双重征税协定或其他规则下减免税款而负有的认</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>		证、信息和文件方面的所有义务和责任。
9.4	<p>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>	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><b>10 Duties, origin and export controls</b></p>		<b>10. 关税、原产地和出口管制</b>
10.1	<p>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>	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	<p>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>	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。
10.3	<p>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>	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。
10.4	<p>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>	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>exceptions for Goods especially production equipment. All notifications must be sent directly to BMW China.</p>	<p>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中国。</p>
<p>10.5 The Supplier must support BMW China with all the required means to reduce or minimize BMW China'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, BMW China must also be supplied with these by the Supplier.</p> <p>The Supplier must contact BMW China to discuss any questions and instructions relating to customs duties.</p>	<p>10.5 供应商应当通过一切必要的手段支持宝马中国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中国提供原产地证书。</p> <p>供应商应就任何与海关关税相关的问题或指示与宝马中国进行联络。</p>
<p>10.6 Upon arrival at the port of destination, the General Administration of Quality Supervision, Inspection and Quarantine of the People's Republic of China or its designated local counterparts ("Inspection Bureau") will conduct a preliminary inspection to the Goods imported from abroad in respect of their quality, specifications and quantity / weight in accordance with relevant laws and regulations. If any discrepancies are found between the inspection results by the Inspection Bureau and related provisions of the Purchase Contract (except those for which either the insurance company or the shipping company is responsible), BMW China shall have the right either to reject the goods or claim against the Supplier on the strength of the inspection certificate issued by the Inspection Bureau.</p>	<p>10.6 在运抵目的地港口后，中华人民共和国出入境检验检疫局或其指定的地方检验检疫局（下称“检验检疫局”）会根据相关法规对从国外进口货物的质量、技术规格和数量/重量进行检验。如果其检验结果与采购合同的相关规定存在任何差异（应由保险公司或货运公司负责的差异除外），则宝马中国有权拒绝接受货物或凭借检验检疫局签发的证书向供应商索赔。</p>
<p><b>11 Quality Warranty and Claim</b></p> <p>11.1 With respect to Goods, the Supplier shall ensure the Goods under the Purchase Contract are brand new and free from defective of material, design and/or workmanship. Unless otherwise required by related PRC law or provided in the Main Contract, the warranty period for Goods shall be 2 years starting upon the acceptance of the Goods by BMW China.</p> <p>If the Goods is found to have any defect during the warranty period as provided in the paragraph above, BMW China shall be entitled to notify the Supplier in writing, and raise a claim against the Supplier.</p> <p>Any notice of defects by BMW China shall suspend the warranty period with regard to the defective Goods delivered. After the defect has been rectified, the warranty period for the affected Goods shall recommence afresh.</p>	<p><b>11. 质量保证和索赔</b></p> <p>11.1 就货物而言，供应商须确保采购合同项下的货物是崭新的，且不存在因材料、设计和/或制造工艺而导致的瑕疵。除非中国法律另有规定，或主合同另有约定，货物的保修期应为自该货物通过宝马中国验收之日起的2年。</p> <p>如果货物在前款规定的保修期内被发现存在任何瑕疵，宝马中国有权书面通知供应商并提出索赔。</p> <p>宝马中国发出的书面的缺陷通知将导致其保修期中断。在该缺陷得以补救后，相关货物的保修期重新起算。</p>
<p>11.2 With respect to Services, in the event BMW China notices and ascertains any defect(s) of the received Services during the proper course of its business, it shall notify the Supplier in writing and raise a claim against the Supplier.</p>	<p>11.2 就服务而言，在正常业务开展过程中，如果宝马中国发现已获得的服务存在任何瑕疵，宝马中国有权书面通知供应商并提出索赔。</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:          货物/服务的质量和/或规格与约定不符; 或者          货物/服务因任何原因存在瑕疵(包括潜在瑕疵或使用不适当的材料)。</p>
<p>11.4 Whenever receiving a claim from 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合同要求的货物, 宝马中国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/服务返还供应商。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/服务的价值返还宝马中国, 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><b>12 Property Rights, Intellectual Property Rights and Rights of Use</b></p>	<p><b>12. 所有权、知识产权与使用权</b></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>12.1 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>Supplier from a third party for BMW China under the Purchase Contract are BMW China's properties (i.e. whose property rights are transferred to BMW China) 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 BMW China under the Purchase Contract become BMW China's properties (i.e. whose property rights are transferred to BMW China) immediately upon being created/produced.</p> <p>The Supplier is liable for ensuring that the properties owned by BMW China will be handled with due care, and that any access to and use of such properties by third parties without BMW China's prior authorization will be prevented, any failure of which shall be informed to BMW China without any delay. The Supplier shall compensate to BMW China's losses (if any) incurred by such unauthorized access and use.</p>	<p>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起（以后到者为准）即成为宝马中国财产（所有权转让给宝马中国）。供应商依据采购合同为宝马中国制作/制造的货物或服务交付物一经制作/制造完毕即成为宝马中国的财产（所有权转让给宝马中国）。</p> <p>供应商有义务确保谨慎使用宝马中国所有的财产，并禁止第三方未经宝马中国事前授权而对该等财产进行任何接触或使用，就任何未经授权的接触和使用供应商均应立即通知宝马中国。供应商应当就该等未经授权的接触和使用对宝马中国造成的损失（如有）进行赔偿。</p>
<p>12.2 All the intellectual property rights resulting from ideas, designs and results of the work carried out by the Supplier or any of the Supplier Personnel under the Purchase Contract shall be owned by BMW China. All the costs and expenses etc. related to the aforementioned intellectual property rights incurred by the Supplier are included in the Price under the Main Contract.</p> <p>If BMW China cannot obtain the title to such intellectual property rights under applicable laws, the Supplier shall ensure and be liable for the transfer to BMW China of proprietary user rights of such intellectual property rights, free of charge, for BMW China's exclusive use, 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.). All the costs and expenses etc. related to the aforementioned the proprietary user rights incurred by the Supplier are included in the Price under the Main Contract.</p> <p>BMW China shall be entitled to extend, assign, revise, adapt, modify, duplicate or publish such rights without the Supplier's consent. In addition, BMW China shall be entitled to apply for a patent on patentable development results.</p>	<p>12.2 供应商或任何供应商人员在采购合同项下所从事的工作的创意、设计与成果所产生的全部知识产权属宝马中国所有，供应商产生的与前述知识产权相关的全部成本、费用等已包含在主合同中约定的价款中。</p> <p>如果依据适用法律规定宝马中国无法获得该等知识产权的权属，供应商应保证并有义务将该等知识产权的专有使用权转让给宝马中国供其进行排他性的使用，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。专有使用权相关的全部成本、费用等已包含在主合同中约定的价款中。</p> <p>宝马中国有权续延、转让、修改、调整、改变、复制或公开此等权利而无需供应商同意。此外，宝马中国有权为可申请专利的研发成果申请专利。</p>
<p>12.3 The Supplier guarantees that the person who has any right to be named as the author of the Goods/Services created under the Purchase Contract will waive the right to be thus named for the use by BMW China of relevant works in the course of its ordinary business operation. In this regard the Supplier shall fully indemnify BMW China for any claims by third parties.</p>	<p>12.3 供应商保证，有权利作为采购合同项下交付的货物/服务的作者而署名的人将就宝马中国在日常业务经营中对相关货物/服务的使用而放弃其署名权。如果由于第三方提出的与此相关的任何主张给宝马中国造成损失，供应商应全额赔偿。</p>
<p>12.4 The Supplier guarantees that the Goods/Services and the Project rendered thereby or by any of the Supplier Personnel are free from defect, and free from any possible claim of</p>	<p>12.4 供应商应确保其本身或任何供应商人员提供的货物/服务和实施的项目不存在任何权利瑕疵，不受制于任何可能存在</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使用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内以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><b>13 Data protection</b></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><b>13. 信息保护</b></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，则宝马中国有权利立即解除主合同。</p>
<p>13.2 If the Supplier processes personal data during the provision of the works or service, it undertakes to conclude an agreement</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>for data processing as requested by BMW China 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 BMW China and the subcontractor.</p>	<p>宝马中国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，宝马中国可能需要同分包商直接签订该等协议。</p>
<p><b>14 Confidentiality and Advertising</b></p>	<p><b>14. 保密与宣传</b></p>
<p>14.1 The Supplier and BMW China 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, BMW China shall be entitled to disclose information to affiliated companies of BMW China.</p>	<p>14.1 供应商和宝马中国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，但是宝马中国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 BMW China. BMW China 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中国获得的信息。宝马中国有权要求供应商或其人员签署书面的保密协议。</p>
<p>14.3 The Supplier may only publicize its business relationship with BMW China with the prior written consent of BMW China.</p>	<p>14.3 供应商如果希望公开其与宝马中国的业务关系，应事先取得宝马中国的书面同意。</p>
<p>14.4 More details related to confidentiality obligations are provided in the Confidentiality Agreement executed by the Parties.</p>	<p>14.4 与保密义务相关的更多细节约定在双方已签署的保密协议中。</p>
<p><b>15 Environment</b></p>	<p><b>15. 环境保护</b></p>
<p>15.1 During the Project, the Supplier shall use the necessary resources (in particular materials, energy and water) efficiently and shall reduce the environmental impact (in particular with respect to waste, wastewater, air pollution and noise) to a minimum. This also applies to the effort and expense of transportation and logistics.</p>	<p>15.1 在项目执行过程中，供应商应高效使用必需使用的资源（特别是材料、能源和水资源）并应将对环境的影响（特别是废物、废水、空气污染和噪音方面的影响）降至最低。前述规定亦适用于运输和物流方面的工作和费用。</p>
<p>15.2 The Supplier shall ensure that all and any of its subcontractor are contractually bound to comply with the terms of this Clause 15.</p>	<p>15.2 供应商应确保与其所有的分包商签约书面合同使其遵守本第15条的约定。</p>
<p><b>16 Social Responsibility</b></p>	<p><b>16. 社会责任</b></p>
<p>16.1 For BMW China it is of paramount importance that corporate activities take account of the social responsibility to employees and society as a whole. This applies both to BMW China itself and to its suppliers. Among others, the following principles are of particular importance:</p> <ul style="list-style-type: none"> <li>(a) Preservation of human rights</li> <li>(b) Elimination of forced, compulsory, and child labor</li> <li>(c) Positive and negative freedom of association</li> <li>(d) Elimination of discrimination on the basis of gender, origin, religion or belief, membership of a trade union or the like, handicap, age, sexual identity, nationality, marital status,</li> </ul>	<p>16.1 “对员工和社会的责任”是宝马中国公司价值和企业文化中至关重要的内容，对这一内容的考虑和关注贯穿公司活动的始终。上述原则对宝马中国的供应商应同样适用。其中，以下原则尤为重要：</p> <ul style="list-style-type: none"> <li>(a) 保障人权</li> <li>(b) 禁止雇佣童工和强迫劳动</li> <li>(c) 积极和消极的结社自由</li> <li>(d) 不因性别、出身、宗教或信仰、工会或类似组织成员身份、残疾、年龄、性取</li> </ul>

<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) 保护员工免受专断的人事管理措施</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><b>17 Force Majeure</b></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><b>17. 不可抗力</b></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可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。</p>
<p><b>18 Default Liability and Insurance</b></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><b>18. 违约责任与保险</b></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>

<p>entitled to, including, without limitation, the following measures:</p> <p>(a) For any remediable breach by the Supplier, BMW China 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.</p> <p>(b) If the Supplier fails to complete the remedy to BMW China's satisfaction at its own cost within the prescribed time period, or BMW China decides not to request the Supplier to remedy its breach, BMW China 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.</p> <p>(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 BMW China's loss and expense incurred (e.g. legal fees and lawyer expense), the Supplier shall hold BMW China harmless from and fully indemnified for any outstanding loss of BMW China arising from the aforementioned breach or default.</p> <p>BMW China shall not be liable to compensate the Supplier for BMW China's exercising of aforementioned unilateral rights.</p>	<p>(a) 就可补救的供应商违约, 宝马中国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反或不符合采购合同约定的履约行为。</p> <p>(b) 如果供应商未在规定的期限内完成令宝马中国合理满意的自费补救, 或者宝马中国决定不要求供应商补救其违约行为, 宝马中国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。</p> <p>(c) 全部或部分解除主合同, 并且要求供应商向宝马中国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中国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中国予以充分赔偿, 以便宝马中国免受任何损害。</p> <p>宝马中国无需就其单方行使上述权利而对供应商承担赔偿责任。</p>
<p>18.2 With regard to the potential liability for personal injuries and property damages of BMW China, the Supplier and third parties in relation to or as a result of the Supplier's execution of the Purchase Contract, the Supplier must make available sufficient insurance coverage, and for Goods purchase, the minimum insurance coverage is RMB10,000,000 unless otherwise specified in the Main Contract. If requested by BMW China, the Supplier shall purchase insurance policies with the types and premium as required by BMW China. The Supplier must furnish evidence of such insurance coverage upon request by BMW China. The review or any failure to request evidence of the insurance policies by BMW China shall not be regarded as a waiver of any of the duties of the Supplier set out in this Clause 18.2.</p> <p>If it becomes clear that the Services provision will directly entail liability risks in the USA or Canada, which may result in compensation claims there, the minimum insured coverage shall be EUR 10 million.</p>	<p>18.2 就与供应商履行采购合同相关的或由其引起的宝马中国、供应商和第三方的人身伤害和资产损失所导致的潜在责任, 供应商必须购买足够的保险。就货物而言, 保险价值应至少在人民币10,000,000元以上, 主合同中另有约定的除外。如果宝马中国要求, 供应商应当按照要求的种类和保额购买保险。如果宝马中国要求, 供应商必须提供已经购买该等保险的证明。宝马中国审查或未要求提供保险证明并不视为其豁免供应商在本第18.2规定的任何义务。</p> <p>如果服务的提供可能直接涉及在美国或加拿大的责任风险并在当地导致损害赔偿请求的产生, 则最低保额应为1000万欧元。</p>
<p>18.3 The insurance provided in Clause 18.2 above does not have the effect of limiting the Supplier's liability as provided in the Purchase Contract.</p>	<p>18.3 前述第18.2条中约定的保险并不构成对采购合同规定的供应商责任的限制。</p>
<p><b>19 Termination</b></p>	<p><b>19. 合同终止与解除</b></p>

<p>19.1 In the event that any of the following circumstances occur, the Main Contract shall be terminated:</p> <ul style="list-style-type: none"> <li>(a) The term provided in the Main Contract expires;</li> <li>(b) The accumulated total Price reaches BMW China's target total value as specified in the Main Contract;</li> <li>(c) Other circumstances as set out by laws and regulations.</li> </ul>	<p>19.1 如出现下列任一情形，主合同终止：</p> <ul style="list-style-type: none"> <li>(a) 主合同中约定的合同期限届满；</li> <li>(b) 累计的采购价款已达到主合同中约定总采购价款；</li> <li>(c) 法律法规规定的其它合同终止情形。</li> </ul>
<p>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.</p>	<p>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的规定全部或部分解除主合同。</p>
<p>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:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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;</li> <li>(c) The Supplier fails to inform BMW China of the Affiliate Relationship in accordance with Clause 3.13 herein;</li> <li>(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.</li> </ul> <p>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.</p>	<p>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：</p> <ul style="list-style-type: none"> <li>(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；</li> <li>(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；</li> <li>(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；</li> <li>(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。</li> </ul> <p>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。</p>
<p>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.</p>	<p>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。</p>
<p>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.</p>	<p>19.5 如果合同解除完全是由宝马中国造成的，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。</p>

<p>19.6 Unless otherwise agreed and confirmed by BMW China 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 BMW China employee who participated or has participated in the performance of the Purchase Contract, otherwise BMW China shall have the right to request the Supplier to compensate all its losses resulted therefrom.</p>	<p>19.6 除非宝马中国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，供应商不得向宝马中国参与采购合同履行的前任及现任雇员发出招聘要约，否则宝马中国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><b>20 Applicable Laws and Dispute Settlement</b></p>	<p><b>20. 法律适用与争议解决</b></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>
<p>20.3 The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.</p>	<p>20.3 仲裁裁决为终局裁决且对双方均具约束力，双方同意受仲裁裁决约束并按仲裁裁决行事。</p>
<p>20.4 The cost of arbitration (including but not limited to the attorney fee) shall be borne as specified by the arbitrators or in the arbitration award.</p>	<p>20.4 仲裁费用（包括但不限于律师费）根据仲裁员的要求或仲裁裁决承担。</p>
<p>20.5 When any dispute occurs and when any dispute is under arbitration, except for the matters under dispute the Parties shall continue to exercise their remaining respective rights, and fulfill their remaining respective obligations under this Purchase Contract.</p>	<p>20.5 在发生争议及争议处于仲裁时，除在争议中的事项外，双方应各自继续行使其在采购合同项下的其他权利，并应各自继续履行在采购合同项下的其他义务。</p>
<p><b>21 Miscellaneous</b></p>	<p><b>21. 其它</b></p>
<p>21.1 Amendments or supplements of the Purchase Contract and notices of termination must be made in writing. The requirement for written form may only be waived by means of a written agreement.</p>	<p>21.1 对采购合同的补充、修订需经双方签署书面协议后方可生效。书面形式要求仅能通过书面协议放弃。</p>
<p>21.2 The assignment of rights under the contractual relationship by the Supplier shall be subject to the prior written consent of BMW China. Unless otherwise agreed by BMW China in</p>	<p>21.2 供应商转让采购合同项下的权利应得到宝马中国事先书面同意。除非宝马中国另行书面同意，供应商不得将其采购合同项下的义务转让给任何第三方。</p>

<p>writing, the Supplier is not allowed to delegate its obligations under the Purchase Contract to any third party.</p>	
<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任何规定，不得被视为对该等规定的放弃或弃权，并不得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>

Final.

Both in EN & CN

Project Name: Top Sales Workshop  
 Project Date: 2019-2021  
 Quotation Date: 2019.3.19  
 Quotation Version: Final round  
 Agency Name: Comfort International M.I.C.E. Service CO.,LTD.  
 Agency Address: Rm.1510,Ruichen Int'l Center,No.13 Nongzhuang South Rd,Changping District,Beijing  
 Contact Info (Name/E-mail/MP): Amanda An/anjilhuan@cctv.cn/15210315615



Item	Meeting (incl. tea break&lunch)	Hotel	Round-Trip flight	Dinner
Person-times (2019-2021)	460 (dealers: 225 + BMW staff: 255)	250 (dealers)	225 (dealers)	700 (dealers: 225 + BMW staff: 75)
Total Net				¥ 1,226,050.00
NSC (50%)		0.00	¥ 612,075.00	
BBA (50%)		0.00	¥ 612,075.00	
VAT Tax 增值税	¥ 1,226,050.00	1.00	0.06	¥ 73,557.00 VAT special invoice 增值税专业发票
Total Gross		1.00		¥ 1,299,507.00
NSC (50%)		0.50		¥ 649,753.50
BBA (50%)		0.25		¥ 649,753.50

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

Item 项目	Unit Price (RMB) 单价(人民币)	No. of item 项数	QTY 数量	Total Price (RMB) 总价(人民币)	Description 备注
1 Round-Trip Flight to First-tier city 往返一线城市的国内机票	2,000.00	1	180	¥ 360,000.00	Economy class, Round-Trip Flight, from region to 1st city 经济舱, 往返机票, 由各区域的往返一线城市
2 Round-Trip Flight to Second-tier city 往返二线城市的国内机票	1,650.00	1	45	¥ 74,250.00	Economy class, Round-Trip Flight, from region to 2nd city 经济舱, 往返机票, 由各区域的往返二线城市
3 Car for airport-hotel pick-up 接机车辆	250.00	1	100	¥ 25,000.00	单次接机, 机场至酒店, 含停车费, 油费, 高速费, 新款GL8商务级别, 无需接机人员(3人一车, 预估用车次数为100) Airport pick-up, incl. parking fee, gas fee and highway charges
4 Bus for Beijing Novotel-airport send off 送机车辆	250.00	1	100	¥ 25,000.00	单次送机, 机场至酒店, 含停车费, 油费, 高速费, 新款GL8商务级别, 无需接机人员(3人一车, 预估用车次数为100) Airport send off, 33 seats bus, incl. parking fee, gas fee and highway charges
5 Meeting package in Beijing and other first-tier city 会议包, 北京等一线城市	500.00	10	38	¥ 100,000.00	include meeting room, 2 tea break, one lunch buffet 包含会议室(30-40人会议室), 全天的茶歇及酒店自助午餐, 标准同活动酒店
6 Meeting package in Hangzhou and other second-tier city 会议包, 杭州等二线城市	450.00	4	23	¥ 45,000.00	include meeting room, 2 tea break, one lunch buffet 包含会议室(30-40人会议室), 全天的茶歇及酒店自助午餐, 标准同活动酒店
7 Business Dinner 商务晚餐	400.00	1	300	¥ 120,000.00	Business Dinner, standard 400 RMB/person, which will be reimbursed for actual expenses 商务晚餐, 人均400元, 实报实销
8 Five-star hotel in Beijing and other first-tier city 5星级活动酒店, 北京等一线城市	900.00	1	185	¥ 166,500.00	In room incl. one breakfast 双标间含早餐, 酒店清单见下表
9 Five-star hotel in Hangzhou and other second-tier city 5星级活动酒店, 杭州等二线城市	750.00	1	65	¥ 48,750.00	In room incl. one breakfast 双标间含早餐, 酒店清单见下表
10 Memorabilia, meeting document and other projects 纪念品, 会议文件等其他项目	200.00	1	300	¥ 60,000.00	Memorabilia and meeting document and other related items, standard 200 RMB/person, which will be reimbursed for actual expenses 纪念品, 会议文件等其他项目, 人均200元, 实报实销
11 Agency Service charge	111,450.00	1	1	¥ 111,450.00	

北京	NO. Hotel Beijing 北京诺富特酒店	Beijing	Beijing	860	incl	incl	incl	incl	92,24, Beijing Road, Changping District 北京昌平区北京路92号
	Beijing Four Seasons Hotel 北京四季酒店	Beijing	Beijing	1,020	incl	incl	incl	incl	45 Langya East Road, 100125 Beijing 北京朝阳区郎园东街45号100125

The Westin Beijing Changping 北京长楹西餐厅	Beijing	Beijing	100	incl	incl	incl	incl	10,7 North Dong Sanhuan Rd, Chaoyang Dist. 北京朝阳区东三环北路10号
Huai Beijing 北京怀餐	Beijing	Beijing	100	incl	incl	incl	incl	1 Dong Fang Rd, Dong Sanhuan Rd, 北京朝阳区东三环路1号

上海	Intercontinental Shanghai Pudong 上海浦东洲际酒店	Shanghai	Shanghai	960	incl	incl	incl	incl	16,118 Pudong East Road, Shanghai, China 中国上海市浦东新区东16号118号
	Wanda Oriental Hotel Shanghai 上海万达东方酒店	Shanghai	Shanghai	1,010	incl	incl	incl	incl	111 Pudong South Road, Pudong New District 中国上海市浦东新区南111号
	Grand Hyatt Shanghai 上海嘉里大酒店	Shanghai	Shanghai	1,000	incl	incl	incl	incl	1000 Century Avenue, Pudong 中国上海市浦东新区世纪大道1000号
	Pudong Shangri-La Hotel Shanghai 上海浦东香格里拉大酒店	Shanghai	Shanghai	1,000	incl	incl	incl	incl	33,Fu Cheng Road, Pudong, Shanghai, 200016 中国上海市浦东新区福成路33号

杭州	INTERCONTINENTAL HangZhou 杭州洲际酒店	HangZhou	HangZhou	890	incl	incl	incl	incl	16,2 East HangZhou Road, HangZhou, 310003 中国浙江省杭州市东16号2号
	Hangzhou Mengxi Hotel Chongqing 重庆梦溪酒店	HangZhou	HangZhou	660	incl	incl	incl	incl	16,399 Ai Yuan Road, Jianggan Dist. 中国浙江省杭州市江干区16号399号
	Trivago Duxing Luxury Collection Hotel 杭州德胜国际酒店	HangZhou	HangZhou	660	incl	incl	incl	incl	39 East Wangling Road, Gaoxin District 中国浙江省杭州市拱墅区39号1314号1315号
	AV Maran 杭州爱漫	HangZhou	HangZhou	660	incl	incl	incl	incl	28 Huaiyu South Road, HangZhou, 310006 中国浙江省杭州市18号28号