

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



供应商
Supplier
康辉集团北京国际会议展览有限公司
Comfort International M.I.C.E.
Service Co., Ltd.
朝阳区农展馆南路13号12层1510
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Center, No.13, Nongzhanguan
100125 Beijing
China

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4063697
支付中心
Cost center
8802
联系人
Contact Person
Sissy Lai
你的参考序号
Your Ref.
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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
电话
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打印日期
Print Date
02.04.2024
页数
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国际商业用语
(Incoterms)
UN
Refer to payment

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

购买订单细节信息
Purchase order details

项目 Item	项目描述 Description	数量 Quantity	度量单位 UoM	单价 Unit price	含税总价 Gross Amount
00010	MIX: IMDE Airticket:07.05.2024 购买申请 31015576 PR 31015576 Project Name: IMDE Airticket This agency is response for ticket booking for Investor agents KOL KOC. Time: May 7th . 2024-May 11th . 2024 Refer to final quotation	1.00	EA	4,776,572.00	4,776,572.00
	净价: RMB Net Value in RMB 税: RMB Tax Value in RMB			4,506,200.00	270,372.00

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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 those contents provided in the 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 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、图纸、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《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。如果供应商最终报价单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单的单独文件突出强调且明确指出、获得宝马中国事先书面许可、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。

4. 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 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。

5. 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 Services 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。

6. In addition to the early termination circumstances as set out in the GTC, BMW China shall be entitled to early terminate the Purchase Order anytime 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，提前解除采购订单的部分或全部。

7. Any amendment to the Purchase Contract shall come into force only after being confirmed (for BMW China: confirmed by its Purchasing Department), signed and affixed chops or legally used the reliable electronic signatures by the Parties. The Supplier shall ensure its authorized representative to sign or legally use the reliable electronic signature on the amendment document.

对采购合同的任何修改，均应经双方确认（对于宝马中国而言，应得到其采购部门的确认），且盖章或依法使用可靠的电子签名后方为生效。供应商应确保其正式授权代表在修改文件上签字或依法使用可靠的电子签名。

8. The Purchase Contract shall be executed in two originals, and each Party holds one original (this clause is not applicable when the Parties legally use the reliable electronic signatures to execute the Purchase

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汽车贸易有限公司
BMW China
Automotive Trading
Ltd.

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东三环北路霞光里18号
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10.4 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

28th F, Tower B, Gateway Plaza, No. 18 Xia Guang Li North Road East Third Ring, Chaoyang District, PRC.
中国北京市朝阳区东三环北路霞光里18号佳程广场B座28层

Post Code 100027

邮编: 100027

Telephone 010-8455-3215

联系电话: 010-8455-3215

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

10.5 Price 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。

11. 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

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

地址: 中国北京市朝阳区东三环北路霞光里18号佳程广场B座28层

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

地址

Postal Address

中国北京市朝阳区
东三环北路霞光里18号
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General Terms and Conditions for Purchase of Goods and Services

(Version 01/ 2024)

关于采购货物和服务的一般条款 (2024年1月版本)

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11. Quality Warranty and Claim 质量保证和索赔	17
12. Property Rights, Intellectual Property Rights and Rights of Use 所有权、知识产权与使用权	18
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Confirmed by affixing chops of the Parties 双方盖章确认

BMW China Automotive Trading Ltd. (chop) 宝马(中国)汽车贸易有限公司 (盖章)	Supplier:  供应商:  北京国际会议展览有限公司 合同专用章 (盖章)
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<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.</p>	<p>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。</p>
<p>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.</p>	<p>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。</p>
<p>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).</p>	<p>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)。</p>
<p>3 Execution of the Purchase Contract</p> <p>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.</p>	<p>3. 采购合同的执行</p> <p>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。</p>
<p>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.</p>	<p>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。</p>
<p>3.3 The Supplier is not entitled to any rights of refusal of performance and rights of retention against a claim of BMW China or to enforce its own claim, unless the claim of the</p>	<p>3.3 供应商无权针对宝马中国的索赔享有任何拒绝履行的权利和保留权, 也无权强制执行其自己的索赔(除非供应商的索赔无争议或合法成立)。这尤其适用</p>

<p>3.7 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>3.7 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>3.8 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>3.8 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>3.9 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>3.9 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>3.10 The Supplier shall notify BMW China completely and without undue delay of name changes, changes in legal form as well as changes which are material to the business relationship between BMW China and the Supplier and which pertain to the Supplier's participation, shareholder- or ownership structure; the Supplier shall inform BMW China of the changes.</p> <p>To the extent permissible without violating applicable law or contractual obligations, the Supplier shall inform BMW China in advance of any planned changes material to the business relationship by informing the responsible purchasing department(s) of BMW China.</p>	<p>3.10 供应商应完整且不拖延地通知宝马中国其名称变更、组织形式变更以及任何对宝马中国与供应商之间的业务关系具有重大意义且与供应商参与、股东或所有权结构有关的变更。供应商应将此类变更通知宝马中国。</p> <p>在不违反适用法律或合同义务的情况下, 在允许范围内, 供应商应通过通知宝马中国的相关采购部门, 提前通知宝马中国任何对业务关系有重大影响的变更计划。</p>
<p>A material change for the business relationship exists upon transfer of all or essentially all assets of the Supplier, a merger or split of the Supplier with or to another legal entity, the conclusion of a control or profit transfer agreement by the Supplier as the controlled company, and the acquisition of at least 50 percent of the voting rights to the Supplier's company by one or more purchasers acting jointly in one or more</p>	<p>对业务关系有影响的重大变化包括供应商的全部或实质上的全部资产发生转让、供应商与另一法人实体合并或分离、供应商作为受控公司签订控制权或利润转让协议、以及在一项或多项交易中联合行动的一名或多名购买者收购供应商公司至少50%的投票权。对于上</p>

<p>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>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>3.12 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>3.12 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>3.13 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 17 hereinafter.</p>	<p>3.13 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17条的约定承担违约责任。</p>
<p>3.14 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 Contract (collectively the "Supplier Personnel"). If any of the Supplier Personnel causes any loss to BMW China by his/her negligent or intentional action/inaction, BMW China is entitled to claim for damages against the Supplier directly. The Supplier shall keep BMW China harmless from and fully indemnified for the damages so incurred.</p>	<p>3.14 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>3.15 If any employee, director, officer or shareholder of the Supplier has any relative relationship, commercial interest relationship or other affiliate relationship (the "Affiliate Relationship") with BMW China or any of its employees, officers or directors of BMW China, or any employee, director, officer or shareholder of the Supplier has any Affiliate Relationship with BMW China's other suppliers or their personnel, and the Affiliate Relationship might affect the impartiality of business relationship between BMW China and the Supplier, or BMW China and other suppliers, and/or the interest of BMW China, the Supplier shall promptly inform BMW China of such relationship in, provided that such relationship is identifiable with due care of general businessmen, and BMW China shall have the right to request the Supplier not to involve or suspend its involvement in the related transactions. If BMW China raises specific requests on</p>	<p>3.15 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“关联关系”），或者供应商的任何雇员、董事、管理人员或股东与宝马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</p>

<p>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>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>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>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>3.21 The Supplier shall not employ child labor under sixteen years' old.</p>	<p>3.21 供应商不应雇佣未满十六周岁的未成年人。</p>
<p>3.22 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>3.22 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>3.23 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 (including without limitation the EHS Fire and Security Agreement, Discipline Provisions for EHS Fire Security Violations and regulations on prohibiting photography). 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>3.23 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（包括但不限于《EHS消防及安保管理协议》、《EHS消防安保违约事件处理规定》及禁止拍照的规定），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>4 Amendments and Supplements</p>	<p>4. 修改与补充</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 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>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</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</p>

<p>(e) to adjust the Goods purchased or adjust the corresponding scope of the Services;</p> <p>(f) to seek substitute Goods/Services by third party;</p> <p>(g) to take certain measures by its own to minimize the loss;</p> <p>(h) terminate the Main Contract; and/or</p> <p>(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.</p> <p>BMW China shall not be liable to the Supplier for BMW China's exercising of aforementioned unilateral rights.</p> <p>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.</p>	<p>(e) 调整采购的货物或调整服务的相应范围；</p> <p>(f) 向第三方寻求替代货物/服务；</p> <p>(g) 自行采取特定措施以减少损失；</p> <p>(h) 解除主合同；和/或</p> <p>(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。</p> <p>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。</p> <p>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。</p>
<p>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.</p>	<p>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。</p>
<p>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.</p>	<p>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。</p>
<p>7 Power of Representation</p> <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. 授权</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</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</p>

<ul style="list-style-type: none"> - Complete name, tax register number, address, telephone, opening bank, bank account of the Supplier and of BMW China - BMW China supplier/vendor code - Order No. - SAP GR No. - Invoice issuance date - Trade description of the Goods/Services in Chinese - Quantity - Net amount - Tax rate, amount of tax - Total Price amount (tax included) - Any reduction in Price agreed in advance if not taken into account in the Price - Invoice stamp - Other information required by the PRC tax regulations, as amended from time to time 	<ul style="list-style-type: none"> - 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 - 宝马中国的供应商编号 - 订单号 - 收货号 - 发票开具日期 - 对货物/服务的中文描述 - 数量 - 净额 - 税率及税额 - 含税总价款 - 事先同意在价款中减少的金额（如在价款中没有体现） - 发票专用章 - 不时修订的中国税法所要求的其他信息
<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"> - Complete name and address of the Supplier and BMW China - BMW China supplier/vendor code - Order number - SAP GR No. - Invoice issuance date - Trade description of the Goods/Services in Chinese - Quantity - Amount - Invoice stamp - Other information required by the PRC tax regulations, as amended from time to time 	<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，否则发票将会被拒收：</p> <ul style="list-style-type: none"> - 供应商及宝马中国的全称及地址 - 宝马中国的供应商编号 - 订单号 - 收货号 - 发票开具日期 - 对货物/服务的中文描述 - 数量 - 金额 - 发票专用章 - 不时修订的中国税法所要求的其他信息
<p>The Supplier registered in a foreign country or in Taiwan, Hongkong or Macao (“Overseas Suppliers”) shall state the following details on its invoice, otherwise the invoice will be rejected by BMW China:</p> <ul style="list-style-type: none"> - Complete name and address of the Overseas Supplier and BMW China - BMW China supplier / vendor code - Order number - SAP GR No. - Invoice issue date - Trade description of the Goods/Services - Quantity - Amount - Swift code - International Bank Account Number or Bank Account Number - Signature or company stamp - Other information required by the PRC tax regulations, as amended from time to time 	<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，否则发票将会被拒收：</p> <ul style="list-style-type: none"> - 境外供应商及宝马中国的全称及地址 - 宝马中国的供应商编号 - 订单号 - 收货号 - 发票开具日期 - 对货物/服务的描述 - 数量 - 金额 - 国际电联代码 - IBAN号或银行账号 - 签字或公司盖章 - 不时修订的中国税法所要求的其他信息

9 Taxes	9. 税费
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.).	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）。
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.	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。
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. 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.	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。 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。 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证、信息和文件方面的所有义务和责任。
9.4 The Supplier shall pay all taxes which the Supplier incurs in PRC or elsewhere due to the purchase, consumption or production of goods or for the use of services or from business trips by its own employees, which are required for the provision of the Goods/Services. These taxes have been covered as costs by the Price provided in the Main Contract. The Supplier may at its own cost claim for the reimbursement, deduction or repayment of these taxes in PRC or elsewhere. The Supplier shall not invoice BMW China with these taxes separately as far as they are not so expressly provided in the Purchase Contract.	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>(f) whether the related parties (such as dealers, brokers, end-users etc.) are listed on the control list such as prohibited or restricted transaction list etc.; Whether there are unauthorized transactions with entities on the relevant control list (including but not limited to prohibited or restricted transaction list entities including China control list entities, and the United Nations sanction list entities, etc.).</p> <p>(g) whether the transportation route of transactional items with BMW China passes through or maybe pass through the sensitive country(ies).</p>	<p>(f) 交易相关方（如承销商、中间商、最终用户等）是否被列入管控名单等禁止或限制交易名单；是否与相关的管控名单实体（包括但不限于我国管控名单等禁止或限制交易名单实体以及联合国制裁清单实体等）进行过未经授权的交易。</p> <p>(g) 与宝马中国交易物项的运输路线是否途经或可能途经敏感国家。</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 the Department of Imports and Exports BBF-3 of 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华晨宝马依法降低或减少海关关税方面的付款义务。如果供应商提供服务并基于优惠条件将该等服务进口至接收国，则供应商必须在法律要求成就的情况下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出口部BBF-3进行联络。</p>
<p>10.6 Upon arrival at the port of destination, The General Administration of Customs of the People's Republic of China or its designated Inspection Department 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 Customs Inspection Division 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 Customs.</p>	<p>10.6 在运抵目的地港口后，中华人民共和国海关总署或其指定的口岸监管或查检部门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收货物或凭借海关签发的证书向供应商索赔。</p>
<p>11 Quality Warranty and Claim</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.</p>	<p>11. 质量保证和索赔</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>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>12 Property Rights, Intellectual Property Rights and Rights of Use</p>	<p>12. 所有权、知识产权与使用权</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 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>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购的采购合同项下的货物或服务交付物自前述采购完成或主合同签署之日（以后到者为准）即成为宝马中国财产（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</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</p>

<p>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>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>13 Data Protection</p> <p>13.1 The Supplier shall ensure that all persons entrusted for the performance of the Purchase Contract will observe the statutory provisions on data protection and that they will not pass on to any third parties or exploit it in any other way which has not been provided in the Purchase Contract. Any obligation to maintain data secrecy required under private data protection law must be imposed on said personnel before they start their work, which must be evidenced to BMW China upon request. BMW China shall have the right to early terminate the Main Contract immediately if it deems that the information of its customer becomes unsafe or any right of its customer is affected due to the service provided by the Supplier under the Purchase Contract.</p>	<p>13. 信息保护</p> <p>13.1 供应商应保证所有接受其委托以履行采购合同的人员均应遵守关于信息保护的法律规定,并且该等人员不会将其在履行合同期间获知的任何个人信息转交第三方或以采购合同未约定的其它方式加以利用。供应商必须在前述人员开始工作之前令其负有依据个人信息保护法律的要求对个人信息进行保密的所有义务,并且经宝马中国要求,供应商必须提供相关证明。如果宝马中国认为其客户的信息处于不安全状态或其客户的权利因供应商根据采购合同提供的服务受到影响,则宝马中国有权利立即解除主合同。</p>
<p>13.2 If the Supplier processes personal data during the provision of the works or service, it undertakes to conclude an agreement 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>13.2 如果供应商在提供劳务或服务期间对任何个人信息进行处理,供应商承诺按照宝马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>14 Confidentiality and Advertising</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. 保密与宣传</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>

<ul style="list-style-type: none"> (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, political affiliation, veteran status, or other characteristics protected by local law (e) Compliance with occupational health and safety standards (f) Protection from individual arbitrary personnel measures (g) Maintenance of employability by basic and advanced training (h) Maintenance of adequate social working conditions (i) Provision of conditions that enable employees to enjoy a reasonable standard of living (j) Remuneration, which permits employees to secure their livelihoods including their social and cultural participation (living wage) (k) Implementation of equal opportunities and family-friendly policies (l) The protection of indigenous rights (m) Ban on bribery and blackmail (n) Safeguarding of animal welfare and animal protection, in particular the 3R principle (Replacement, Re-dunction, Refinement) in animal testing (o) Compliance with current laws and regulations. <p>In view thereof, Supplier shall take adequate measures in order to prevent corruption offences within its company.</p>	<ul style="list-style-type: none"> (c) 积极和消极的结社自由 (d) 不因性别、种族、出身、宗教或信仰、工会或类似组织成员身份、残疾、年龄、性取向、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 (e) 遵守职业健康和安全标准 (f) 保护员工免受专断的人事管理措施 (g) 为员工提供基本的和高级的培训 (h) 维持充足的社会工作条件 (i) 提供必要条件使员工享受合理的生活水平 (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） (k) 实现机会均等和家庭友好的政策 (l) 保护原住民权利 (m) 禁止贿赂和勒索 (n) 保障动物福利和保护动物，特别是动物试验中的3R原则（替换、恢复、改进） (o) 遵守现行法律法规 <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>15.4 The Supplier must comply with all laws, standards, and official regulations applicable to it, in particular antitrust and competition law, anti-corruption and anti-money laundering law, and export control and data protection related law. The Supplier is also obliged to comply with and implement the “Supplier Code of Conduct” valid at the time of conclusion of the contract. The requirements under the “Supplier Code of Conduct” are based on international conventions and applicable laws in concerned markets where the Supplier conducts its business. Unless otherwise provided by the laws of the PRC, in case of any conflict between the laws of the PRC and any other law, regulation or code (including the applicable basis therefor), the laws of the PRC shall prevail.</p>	<p>15.4 供应商必须遵守所有适用于其的法律、标准和官方法规，特别是反垄断和竞争法、反腐败和反洗钱法以及出口管制和数据保护的相关法律。供应商还有义务遵守并执行在本合同签订时有效的《供应商行为准则》。《供应商行为准则》项下的要求以国际公约和供应商开展业务所在的有关市场的适用法律为依据。除中国法律另有规定外，如果中国法律与其他法律、法规或准则（包括其适用基准）存在任何冲突，应以中国法律为准。</p>
<p>15.5 The Supplier warrants that, within the framework of the contractual relationship, it will only transmit such data to BMW China that it is entitled to transmit.</p>	<p>15.5 供应商保证，在合同关系的框架内，其将仅向宝马中国传送其有权传送的数据。</p>
<p>15.6 In order to implement the obligations referred to in this Clause 10, the Supplier must take appropriate training, information, control and sanction measures in its organization, establish an accountable compliance function and designate it upon request.</p>	<p>15.6 为了履行本第15条中所述的义务，供应商必须在其组织中采取适当的培训、信息、控制和批准措施，并成立一个负责的按要求行事的部门。</p>
<p>15.7 It is the responsibility of the Supplier to ensure that his subcontractors also act in accordance with the provisions set out in this Clause 15.</p>	<p>15.7 供应商有责任确保其分包商亦根据本第15条的规定行事。</p>
<p>15.8 Upon written request, the Supplier shall share information on non-financial performance indicators such as environmental, employee and social concerns, attention to human rights and combating corruption and bribery as well as the underlying strategies and processes according to recognized standards, e.g., in the form of a sustainability report in accordance with</p>	<p>15.8 经书面要求，供应商应根据公认的标准，以可持续发展报告的形式，分享诸如环境、员工和社会问题、对人权的关注以及反腐败和反贿赂等非财务业绩指标的信息，以及潜在的战略和流程，例如，根据全球报告倡议组织</p>

<p>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 Main Contract. 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>款,要求供应商退回已付款项(包括相应利息),调整相应的服务范围,寻求第三方替代货物或服务或自行采取措施减少损失。</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主合同项下价款总金额的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,以使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>17.2 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 17.2.</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>17.2 就与供应商履行采购合同相关的或由其引起的服务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>17.3 The insurance provided in Clause 17.2 above does not have the effect of limiting the Supplier's liability as provided in the Purchase Contract.</p>	<p>17.3 前述第17.2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>18 Termination</p> <p>18.1 In the event that any of the following circumstances occur, the Main Contract shall be terminated:</p> <p>(a) The term provided in the Main Contract expires;</p> <p>(b) The accumulated total Price reaches BMW China's target total value as specified in the Main Contract;</p> <p>(c) Other circumstances as set out by laws and regulations.</p> <p>18.2 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>18. 合同终止与解除</p> <p>18.1 如出现下列任一情形,主合同终止:</p> <p>(a) 主合同中约定的合同期限届满;</p> <p>(b) 累计的采购价款已达到主合同中约定总采购价款;</p> <p>(c) 法律法规规定的其它合同终止情形。</p> <p>18.2 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>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>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>18.7 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>18.7 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17条、第18条和第19条于主合同解除或终止后继续有效。</p>
<p>19 Applicable Laws and Dispute Settlement</p> <p>19.1 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>19. 法律适用与争议解决</p> <p>19.1 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>19.2 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>19.2 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>19.3 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>19.3 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>19.4 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>19.4 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>19.5 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>19.5 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他们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>20 Miscellaneous</p> <p>20.1 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>20. 其它</p> <p>20.1 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>20.2 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 writing, the Supplier is not allowed to delegate its obligations under the Purchase Contract to any third party.</p>	<p>20.2 供应商转让采购合同项下的权利应得到宝马中国的事先书面同意。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>

Basic information and cost overview

Project	2024 International MINI Driving Experience & Product Launch Training- Travel Agency Part
Agency Name	
Quotation Date	
Quotation Version	

Contact	
Name	Haicheng
Surname	Liang
Position	Director
Mobile	13774269098
Fixed line	
Email	lianghaicheng@cct.cn

Content	Quoted Price
MICE Agency Travel & Onsite	0.00
Guests Travel & Documents	4,251,200.00
Service Fee	255,000.00
Total Net	4,506,200.00
VAT (6%) **	270,372.00
Gross Total	4,776,572.00

* Please state surcharges (i.e. Business Tax) clearly and indicate which modules are affected.
 ** Please note that 3rd party invoices are paid net by BMW since VAT is claimed back by your company.



No.	Total	Unit	Number of time	Quantity/Time	Days	Unit price	Sum	Detailed Work load/ Comments / Deliverables
I	Agency Travel & Accommodation						¥4,506,200.00	
I A	On site							Transportation, hotel and air ticket, all related expense, provide list of participants
I A1	Crew flights for event (Economy class)	Round trip	3	-	1	¥0	¥0.00	Round trip, economy class.
I A2	Agency Staff Accommodation	Re/Night	1	-	3	¥0	¥0.00	Local 3-star hotel.
I A3	Agency Staff working on site traffic	unit	1	-	3	¥0	¥0.00	incl. local car rental with full insurance, all the car related cost, fuel, clean, parking and toll fee
...	Please add if there is any other team members needed							
I A	Sub-Total: on-site						¥0.00	
I B	Agency Travel Documents							Transportation, hotel and air ticket, all related expense, provide list of participants
I B1	Agency Visa		3	-	1	¥0	¥0.00	
I B2	Agency Insurance		3	-	1	¥0	¥0.00	
...	Please add if there is any other team members needed							
I B	Sub-Total: Agency travel documents						¥0.00	
I	Total Agency site check& on-site						¥0	
II	Guests Travel & Documents							
II A	Guests Flight							Transportation, hotel and air ticket, all related expense, provide list of participants
II A1	International round trip airtickets - Business Class	Round trip	1	26	1	¥62,000	¥1,612,000.00	International round trip flight from Beijing/Shanghai/Chengdu/Guangzhou to Rotterdam, business class
II A2	International round trip airtickets - Economic Class	Round trip	1	314	1	¥7,500	¥2,355,000.00	International round trip flight from Beijing/Shanghai/Chengdu/Guangzhou to Rotterdam, economy class
II A3	Flight Service Fee-change		1	60	1	¥2,000	¥120,000.00	Air ticket cancel fee 机票退票费 (按PPT所列航班: KL, MU, CZ)
II A4	Flight Service Fee-cancel		1	60	1	¥2,000	¥120,000.00	Air ticket change fee 机票改签费 (按PPT所列航班: KL, MU, CZ)
...	Please add if there is any other team members needed							
II A	Sub-Total: Guest Flight						¥4,207,000	
II B	Guests Travel Documents							
II B1	Insurance	pax	340	1	1	¥100.00	¥34,000.00	Insurance minimum coverage 100% for Schengen Visa application and test drive
II B2	Documents express	pax	340	1	1	¥30.00	¥10,200.00	
...	Please add if there is any other team members needed							
II B	Sub-Total: Guests Travel Documents						¥44,200.00	
II	Total: Guests Travel & Documents						¥4,251,200.00	

III	Service Fee							
III A	Service Fee							Transportation, hotel and air ticket, all related expense, provide list of participants
III A1	Manpower - Level 1	pax	75	3	1	¥800	¥180,000.00	Please indicate function and onsite time
III A2	Manpower - Level 2	pax	75	1	1	¥1,000	¥75,000.00	Please indicate function and onsite time
...	Please add if there is any other team members needed							
III A	Sub-Total: Service Fee						¥255,000.00	
III	Total: Service Fee						¥255,000.00	

