

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



BBA_地址

BBA Address:

大东区山嘴子路14号

14 Shanzuizi Road, Dadong District

沈阳/ Shenyang

110044

采购订单号 Order No.	M75014526
订单日期 Order date	2021-05-20
版本号 Version No.	BBA-TP-BJ-S414-00

供应商名称/地址

Supplier Name / Address:

康辉集团北京国际会议展览有限公司

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

北京市朝阳区农展馆南路13号12层1510内002

100125

请在所有的信件,发票及送货单上注明采购订单号。 PURCHASE ORDER NUMBER MUST BE REFLECTED ON ALL CORRESPONDENCE, INVOICES AND DELIVERY NOTES	
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一次性采购订单

One Time Buy P.O.

华晨宝马申请人姓名 BBA applicant name	Gao Kun
华晨宝马申请人电话 BBA applicant phone	+86-36-71290087
供应商联系人姓名 Supplier contact person name	仲岚
供应商联系人电话 Supplier contact person Tel.	13910193620
供应商传真号 Supplier Fax number	

采购员代码 Buyer code	采购员姓名 Buyer name	电话号码 Tel. No.	付款方式 Terms of payment			
			收到货物及发票后30天付款 30 Days after Receipt of invoice and goods			
735	Chunlan Lai	010-84003423	交付日期 Delivery date	数量 Quantity	计量单位 UoM	货币种类 Currency
00010	2021 North Region Customer Support Works 2021 North Region Customer Support Workshop Refer to final quotation Reference to PR: 5000036192 10	2021-12-31	1	EA	RMB	836,402.33
				Total:	836,402.33	

通用采购条款 General purchasing conditions

国际贸易术语 Incoterms	UN Refer to payment term
通用条款 General conditions	<p>One-time-buy Purchase Order for Service (Applicable to Local Supplier) 一次性服务采购订单 (适用于本地供应商)</p> <p>I. General Provisions 通用条款</p> <p>1. This One-time-buy Purchase Order for Service (Applicable to Local Supplier) ("Purchase Order") is executed by and between BMW Brilliance Automotive Ltd. ("BBA") and Comfort International M.I.C.E. Service Co.,Ltd. ("Supplier"). BBA agrees to buy and the Supplier agrees to provide the service(s) as listed in the table above (the "Services") according to the terms and conditions stipulated in</p>

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this Purchase Order and all its appendices.

本一次性服务采购订单(适用于本地供应商)(下称"采购订单")由华晨宝马汽车有限公司(下称"华晨宝马")与康辉集团北京国际会议展览有限公司(下称"供应商")签署。华晨宝马同意根据本采购订单及其附件的约定购买、供应商同意根据本采购订单及其附件的约定提供前述表格中所述的服务(下称"服务")。

BBA and the Supplier are hereinafter collectively referred to as the "Parties", and individually referred to as a "Party".

华晨宝马与供应商以下合称为"双方",单称为"一方"。

2. The documents listed below from item (b) to (c) are appendices to the Purchase Order, and together with the Purchase Order, shall constitute the integral parts of the Purchase Contract between the Supplier and BBA ("Purchase Contract"), following the sequence of a step-down priority with respect to 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)项所列文件是采购订单的附件,与采购订单共同构成供应商与华晨宝马之间的采购合同(以下简称"采购合同")。就采购合同的解释和履行,其效力的优先性按下列顺序依次递减;如各文件之间存在冲突,效力较高文件之规定应优先适用:

(a) Purchase Order

采购订单

(b) Appendix 1: General Terms and Conditions for Purchase of Goods and Services (Version 05/2016) ("GTC")

附件1:关于采购货物和服务的一般条款(2016年5月版本)(以下简称"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

3. The Services' specific technical requirements, service standard and drawings, 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 BBA'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 BBA'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 BBA 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》,则应适用华晨宝马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、获得华晨宝马事先书面许可、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 BBA for the first time, it shall fill in a

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vendor information form in an accurate manner as requested by BBA, and fax this document back to BBA Purchasing Department and Corporate Accounting Department respectively after signing it and affixing its chop on it. Otherwise BBA shall not be liable for any delay of payment resulting therefrom.
如果供应商第一次与华晨宝马签订采购合同，供应商应按华晨宝马要求准确填写供应商信息表，并在签字且盖章后分别传真给华晨宝马采购部及会计部。否则，华晨宝马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, BBA shall be entitled to early terminate the Purchase Order upon issuing a three-month prior written notice to the Supplier; and if BBA moves/relocates, modifies or upgrades its equipment, or shuts down its plant(s), it shall be entitled to early terminate the Purchase Order upon issuing a one-month prior written notice to the Supplier.
除一般条款中约定的合同解除情形外，华晨宝马有权提前3个月书面通知供应商解除采购订单；如遇华晨宝马搬迁、设备改造、停产等情况，华晨宝马有权提前1个月通知供应商解除采购订单。

7. Any amendment to the Purchase Contract shall come into force only after being confirmed (for BBA: confirmed by its Purchasing Department), 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（对于华晨宝马而言，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 Contract).
采购合同正本一式两份，双方各持一份（如双方依法使用可靠的电子签名签署采购合同，则本条款不适用）。

9. The Purchase Order shall become effective after the Parties affix chops or legally use the reliable electronic signatures on the Purchase Order and its appendices (excluding the appendices executed by the Parties before signing this Purchase Order) and remain effective until the Parties have fully performed their rights and obligations under the Purchase Order. The Supplier shall ensure its authorized representative to sign or legally use the reliable electronic signature on the Purchase Order.
本采购订单自双方在采购订单及其附件（双方在签署采购订单前已签署的附件除外）上盖章或依法使用可靠的电子签名之日起生效，直至双方在采购订单项下的权利义务全部履行完毕后终止。供应商应确保其正式授权代表在采购订单上签字或依法使用可靠的电子签名。

II. Payment Provisions 付款条款

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BMW Brilliance Automotive Ltd.



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10. Payment 付款

10.1 Unless otherwise agreed in writing by the Parties, BBA shall only pay the price under the Purchase Contract after the Supplier delivers all the Services to BBA according to the provisions of the Purchase Contract and meets all the requirements as set forth in Clause 10.2 hereof. For identifying the payment due date, deliverables made before the agreed delivery date shall not be deemed as having been delivered on the agreed delivery date.

除非双方另有书面约定, 华晨宝马仅应在供应商按照采购合同约定向华晨宝马支付全部服务并满足本采购订单第10.2条约定的全部条件后支付价款。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。

10.2 After the relevant BBA business department which orders the Services under this Purchase Order confirms acceptance of the Service(s) according to the Purchase Contract and completion of BBA's internal payment approval process, the Supplier shall issue a legally compliant and qualified VAT invoice to BBA. BBA Corporate Accounting Department shall make the payment in one lump sum within 30 days upon receiving the aforementioned invoice.

在华晨宝马订购本采购订单项下服务的相关业务部门确认服务已按采购合同约定接收且已完成华晨宝马内部付款审批手续后, 供应商应向华晨宝马开具合规的增值税发票。华晨宝马会计部应在收到前述发票后30天内一次性付款。

10.3 The Supplier shall issue and submit invoice to BBA as soon as possible within 30 days after acceptance of Services by BBA. The invoice from the Supplier shall state all information as provided in Clause 8 of the GTC, including without limitation the order number and the SAP CR No., and the Supplier's name on the invoice must be the same as that on the Purchase Order and the company seal of the Supplier; otherwise BBA shall have the right to reject the payment.

供应商应该在华晨宝马接收服务后30天之内尽快开具并向华晨宝马提交发票, 供应商提交的发票应写明一般条款第8条约定的全部信息, 包括但不限于订单号和SAP系统收货号, 发票上的供应商名称必须与采购订单及供应商公司公章上所载明的公司名称一致; 否则华晨宝马有权拒绝付款。

10.4 Please find below the contact information for submitting invoices:
发票提交的联系信息如下:

Corporate Accounting Department
会计部

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

No. 14, Shanzuizi Road, Dadong District, Shenyang, Liaoning Province
辽宁省沈阳市大东区山嘴子路14号

Post Code 邮编: 110044

Telephone 联系电话: 0086-24-8455 6252

Email Address 电子邮件: invoicing@bmw-brilliance.cn

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.

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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. BBA's Tax Registration Information

BBA的税务登记信息

Company's name: BMW Brilliance Automotive Ltd.

公司名称: 华晨宝马汽车有限公司

Tax Registration Number 税务登记号: 91210100746494975X

Address: No. 14, Shanzuizi Road, Dadong District, Shenyang.

地址: 沈阳市大东区山嘴子路14号

Telephone 电话: 0086-24-8455 6251

Bank Account: Pudong Development Bank Shenyang Branch 766-4135011055

开户银行及帐号: 浦发行沈阳分行 766-4135011055

**** END OF ORDER ****

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华晨宝马汽车有限公司基于金额限制的批准 BMW Brilliance Automotive Ltd. approval based on value limits			
批准方式 Release method		电子批准 Electronically released	
姓名 Name	Lai Chunlan	Koch Torsten	
部门 Dept.	BBT-M-9	BBT-M-9	
日期 Date	20210520	20210521	
签字 Sign			
供应商确认 Supplier confirmation			
姓名 Name		供应商签章 Supplier seal	
部门 Dept.			
日期 Date			
签字 Sign			