

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



供应商 Supplier	中国康辉旅行社集团有限责任公司 China Kanghui Travel Group Co., Ltd. 朝阳区农展馆南路5号,京朝大厦1208室 Rm1208, Jingzhao tower, No. 1 south rd Nong Zhan Beijing China	文档号码 Document Number	45035958
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		支付中心 Cost center	8302
		联系人 Contact Person	Sissy
		你的参考序号 Your Ref.	10275
		交付至 Delivery Address:	宝马(中国)汽车贸易有限公司
注意 Attention to	Zhong Lan	BMW China Automotive Trading Ltd.	
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页数 Page	1 of 7	电话 Telephone	+86 10 8455 8000
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国际商业用语
(Incoterms) UN
购买订单细节信息
Purchase order details

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BMW China
Automotive Trading
Ltd.

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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	2017 Marketing Team Building Workshop 购买申请 31009557 PR 31009557	1.00	EA	73,059.89	73,059.89
	2017 Marketing Department Team Building Workshop The total cost is shared between NSC and BBA NSC share 73,059.89, BBA share 57,177.31, This is NSC cost. Refer to the final quotation				
	总额: RMB Gross Value in RMB				73,059.89



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(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)

(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 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.

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10. Payment 付款

10.1 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 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，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 BMW China business department which orders the Services under this Purchase Order confirms acceptance of the Service(s) 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.

在宝马中国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。

10.3 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 order number and the SAP GR 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 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；否则宝马中国有权拒绝付款。

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Supplier 中国康辉旅行社集团有限责任公司

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China Kanghui Travel Group
Co., Ltd.

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签名 Name	买家 Buyer Chunlan Lai	采购经理 Purchasing Manager Heine Joerg
日期 Date	2017.08.10	2017.08.10
无需签字, 电子审批完毕 No signature required. electronically approved		
公司签章 Company Seal		

供应商确认 Supplier Confirmation	
签名 Name	公司签章 Company Seal
日期 Date	
签名 Sign.	

2017.08.09

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

关于采购货物和服务的一般条款 (2016年11月版本)

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20. Applicable Laws and Dispute Settlement 法律适用与争议解决	23
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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: _____ (chop) 供应商: _____ (盖章)
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2.3 Unless otherwise agreed, the version of these GTC and STC(s) in force at the time of the contract conclusion shall be an integral part of the Purchase Contract. BMW China reserves the right to revise the current version of these GTC and STC(s), and issue new versions. BMW China shall deliver the revised version to the Supplier, and the Supplier shall confirm the contents or provide feedback in writing within 5 working days upon receiving it, otherwise it shall be regarded as the Supplier's acceptance of the revised version.	2.3 除非另有约定, 本一般条款和特殊条款在采购合同订立时有效的版本应当成为采购合同的组成部分。宝马中国保留修改本一般条款和特殊条款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)。
<h3>3 Execution of the Purchase Contract</h3> <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>	<h3>3. 采购合同的执行</h3> <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>
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条就项目所承担的全部义务和责任向其提

<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>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>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>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; 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>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>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>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>为履行采购合同的需要, 宝马中国可向供应商提供工具、模具、文件、信息、数据(例如为企业形象和设计要求提供的宝马中国产品的事实描述和宝马企业形象准则)、模板、图形、样品、图纸和/或其他材料(以下统称为“文件/物</p>

<p>Contract (collectively the “Supplier Personnel”). If any of the Supplier Personnel causes any loss to BMW China by his/her negligent or intentional action/inaction, BMW China is entitled to claim for damages against the Supplier directly. The Supplier shall keep BMW China harmless from and fully indemnified for the damages so incurred.</p>	<p>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>3.13 If any employee, director, officer or shareholder of the Supplier has any relative relationship, commercial interest relationship or other affiliate relationship (the “Affiliate Relationship”) with BMW China or any of its employees, officers or directors of BMW China, or any employee, director, officer or shareholder of the Supplier has any Affiliate Relationship with BMW China’s other suppliers or their personnel, and the Affiliate Relationship might affect the impartiality of business relationship between BMW China and the Supplier, or BMW China and other suppliers, and/or the interest of BMW China, the Supplier shall promptly inform BMW China of such relationship in, provided that such relationship is identifiable with due care of general businessmen, and BMW China shall have the right to request the Supplier not to involve or suspend its involvement in the related transactions. If BMW China raises specific requests on the form and contents for the disclosure of the Affiliate Relationship to the Supplier, the Supplier shall meet such requests.</p>	<p>3.13 如果供应商的任何雇员、董事、管理人员或股东与宝马中国或其任何雇员、管理人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"> - company doctor and medical service (with the exception of accident care) - use of company cars and shuttles - subsidized catering - working garments provided free of charge or at a reduced price - participation in the BMW China Associate Improvements Suggestion Scheme - business cards/personal stationery etc. <p>Any and all exceptions to this rule as specified in the previous paragraph of this Clause 3.15 (e.g. subsidized catering and canteen service and shuttle service) must be agreed by prior written agreements.</p>	<p>3.15 供应商人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"> - 公司医生和医疗服务（事故处理除外） - 公司车辆和通勤车/班车 - 受补助的餐食 - 免费或折价工作服 - 参加宝马中国员工改进建议计划 - 名片/个人文具等 <p>本第3.15条前款规定（如补助餐食和餐厅服务以及通勤车服务）的任何例外均须通过双方书面协议约定。</p>

<p>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规定。</p>
<p>4.3 If an amendment means that the Supplier must provide additional Goods/Services which are not included in the Purchase Contract, the Supplier shall only be entitled to the additional Price insofar as it has been agreed prior to the execution of the additional work for such Goods and Services. The additional Price shall be determined in accordance with the basis for calculating the Price for the Goods/Services provided for in the Purchase Contract and according to the special costs of the additional Goods/Services required.</p>	<p>4.3 如果一项变更需要供应商进一步提供采购合同中未规定的货物/服务，只有在双方在该等额外工作实施之前对所需额外支付的价款达成一致的情况下，供应商才有权取得该等额外价款。额外价款的数额应按照采购合同约定的货物/服务的定价依据和需要额外提供的货物/服务的具体成本决定。</p>
<p>5 Inspection and Acceptance</p> <p>5.1 Unless otherwise provided in the Main Contract, after the whole Project as stipulated in the Purchase Contract has been completed, the Supplier shall submit a written confirmation on readiness for acceptance and handover all documentations associated with the Purchase Contract. BMW China shall undertake the inspection and acceptance upon receiving the aforesaid confirmation and documentations. If the inspection of Goods/Services provided by the Supplier requires any commissioning, the inspection and acceptance shall not be conducted until the commissioning has been successfully concluded.</p>	<p>5. 检查和验收</p> <p>5.1 除非主合同另有规定，采购合同约定的项目全部完成后，供应商应当向宝马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>

<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的主张对宝马中国造成的损失进行全额赔偿。</p>
<p>8 Price, Invoicing and Payment</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>8. 价款、发票和付款</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>following details on its invoice, otherwise the invoice will be rejected by BMW China:</p> <ul style="list-style-type: none"> - Complete name and address of the Overseas Supplier and BMW China - BMW China supplier / vendor code - Order number - SAP GR No. - Invoice issue date - Trade description of the Goods/Services - Quantity - Amount - Swift code - International Bank Account Number or Bank Account Number - Signature or company stamp - Other information required by the PRC tax regulations, as amended from time to time 	<ul style="list-style-type: none"> - 境外供应商及宝马中国的全称及地址 - 宝马中国的供应商编号 - 订单号 - 收货号 - 发票开具日期 - 对货物/服务的描述 - 数量 - 金额 - 国际电联代码 - IBAN号或银行账号 - 签字或公司盖章 - 不时修订的中国税法所要求的其他信息
8.5	<p>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>
8.6	<p>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>
8.7	<p>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>
8.8	<p>During the term of the Purchase Contract and two years after its termination, BMW China may audit all BMW China related account of the Supplier at any time with 5 working days prior written notice. For the purpose of carrying out the audit, the Supplier shall provide BMW China with all related</p>	<p>8.8 采购合同期间及终止后两年之内，宝马中国可随时对供应商的所有与宝马中国有关的帐目进行审计，但应提前5个工作日发出书面通知。为进行该等审计，供应商应向宝马中国提供全部真实有效</p>

<p>The Supplier shall meet all its certification, information and documentation obligations and other duties required for the application of reduced tax rates or exemptions under the applicable double taxation agreements or other regulations.</p>		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>10 Duties, origin and export controls</p>		10. 关税、原产地和出口管制
10.1	The Supplier shall comply with all applicable laws and regulations related to duties and export controls (including US and locally applicable export control law) and all the requirements related to the security of the supply chain.	10.1 供应商应当遵守与关税和出口管制相关的法律法规（包括美国以及当地适用的出口管制法）以及与供应链安全相关的一切要求。
10.2	At the request of 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.	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	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.	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	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	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>11.3 For clarity, "defects" provided in Clause 11.1 and 11.2 refer to any of the following circumstances:</p> <p>(a) If the quality and/or the specifications of the Goods/Services is found not in conformity with the contracted stipulations; or</p> <p>(b) If the Goods/Services are defective for any reasons, including latent defect or the use of unsuitable materials.</p>	<p>11.3 为明确起见, 第11.1条和第11.2条规定 的“瑕疵”系指以下两种情况之一:</p> <p>(a) 货物/服务的质量和/或规格与约定不符; 或者</p> <p>(b) 货物/服务因任何原因存在瑕疵 (包括潜在瑕疵或使用不适当的材料)。</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>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</p>	<p>12.1 在采购合同范围内宝马中国提供给供应商的全部文件、工具或其他材料系宝马中国财产 (即: 其所有权一直属于宝马中国)。供应商为宝马中国从第三方采</p>

<p>intellectual property rights by third parties which could preclude or impair BMW China's use of said Goods/Services.</p> <p>The Supplier shall indemnify BMW China and its agents, employees, officers, subsidiaries, affiliates and assignees for and hold them harmless from any and all third-party claims and/or related damages in respect of the above intellectual property rights and proprietary user rights, including the claims of any right of authorship which may be asserted against BMW China, its agents, employees, officers, subsidiaries, affiliates and assignees because of the use of the Goods/Services rendered by the Supplier. In dealing with the above claims and damages, the Supplier shall, to the extent allowed by applicable laws, initiate or participate in any necessary legal procedures in its own name and at its own cost. This is without prejudice to BMW China's right to claim for damages and to rescind the Main Contract in accordance with the statutory provisions.</p>	<p>的、并可能排除或限制宝马中国使用该等货物/服务的第三方知识产权主张。</p> <p>对于任何第三方就上述知识产权及专有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-transferable right to use such Background Rights (related costs has been included in the Price under the Main Contract), without any restrictions with regard to time, content, territory, form of storage or manner of use (including those saved in electronic media such as CD-ROM or as an on-line version etc.).</p> <p>In case that the Background Rights involves any intellectual-property rights owned by any third parties, the Supplier is obligated to, prior to the execution of the Purchase Contract, inform 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>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</p>	<p>13.2 如果供应商在提供劳务或服务期间对任何个人信息进行处理，供应商承诺按照</p>

<p>political affiliation, veteran status, or other characteristics protected by local law</p> <p>(e) Compliance with occupational health and safety standards</p> <p>(f) Protection from individual arbitrary personnel measures</p> <p>(g) Maintenance of employability by basic and advanced training</p> <p>(h) Maintenance of adequate social working conditions</p> <p>(i) Provision of conditions that enable employees to enjoy a reasonable standard of living</p> <p>(j) Remuneration, which permits employees to secure their livelihoods including their social and cultural participation (living wage)</p> <p>(k) Implementation of equal opportunities and family-friendly policies</p> <p>(l) The protection of indigenous rights</p> <p>(m) Ban on bribery and blackmail</p> <p>(n) Compliance with current laws and regulations.</p> <p>In view thereof, Supplier shall take adequate measures in order to prevent corruption offences within its company.</p>	<p>向、国籍、婚姻状况、政治派别、退伍军人身份或其他受到地方法律保护的特征而歧视</p> <p>(e) 遵守职业健康和安全标准</p> <p>(f) 保护员工免受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>17 Force Majeure</p> <p>17.1 If any Party is prevented from executing this Purchase Contract by force majeure, that Party shall not be held liable for the non-execution of its obligations. The force majeure events shall include but not limited to fire, typhoon, flood, earthquake or other natural disasters, explosion, strike, change of law or policy, embargo or other events beyond any Party's reasonable control or foreseeability.</p>	<p>17. 不可抗力</p> <p>17.1 如任何一方因受不可抗力影响而无法履行采购合同，该方对其无法履行义务的行为不承担责任。不可抗力事件包括火灾、台风、洪水、地震或其他自然灾害、爆炸、罢工、法律或政策的改变、禁运或其他超出任何一方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>18 Default Liability and Insurance</p> <p>18.1 Unless otherwise provided in writing by the Parties, in the event of any breach by the Supplier of its representations and warranties, or in the event of failure to perform any duty by the Supplier and/or Supplier Personnel, BMW China shall be</p>	<p>18. 违约责任与保险</p> <p>18.1 除非双方另有书面规定，如供应商违反采购合同中约定的陈述与保证，或供应商和/或供应商人员未履行其在采购合同中约定的义务，宝马中国有权采取包括但不限于下列措施：</p>

<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"> (a) The term provided in the Main Contract expires; (b) The accumulated total Price reaches BMW China's target total value as specified in the Main Contract; (c) Other circumstances as set out by laws and regulations. 	<p>19.1 如出现下列任一情形，主合同终止：</p> <ul style="list-style-type: none"> (a) 主合同中约定的合同期限届满； (b) 累计的采购价款已达到主合同中约定总采购价款； (c) 法律法规规定的其它合同终止情形。
<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"> (a) The Supplier or a subcontractor directly or indirectly engaged by it fails to comply with or breaches a relevant legal regulation and BMW China can therefore not be reasonably expected to continue with the collaboration taking into account all the circumstances and the interests of both Parties; (b) The Supplier has offered, promised or given benefits to a company representative (in particular a BMW China employee) or an official which could be designed to have an undue influence on this person in relation to the negotiation, decision or execution of the Purchase Contract; (c) The Supplier fails to inform BMW China of the Affiliate Relationship in accordance with Clause 3.13 herein; (d) The Supplier becomes insolvent, ceases to make payments or if a petition is filed for the opening of insolvency proceedings or of court winding-up proceedings over the assets of the Supplier or its sole majority shareholder. <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"> (a) 供应商或其直接或间接委任的分包商未能遵守或者违反了某一法律规定，导致宝马中国在考虑所有情形和双方利益后合理认为无法继续合作； (b) 供应商向某一公司代表（特别是宝马中国雇员）或官员提供、承诺或授予了可能对此人在采购合同的谈判、决策和执行方面产生不正当影响的利益； (c) 供应商未能依据本一般条款第3.13条的约定将相关人员的关联关系通知宝马中国； (d) 供应商无力偿还债务、中止付款、或已经被申请开始针对供应商或其单一股东的资产进行的破产清算程序或法院主持的解散清算程序。 <p>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>

	writing, the Supplier is not allowed to delegate its obligations under the Purchase Contract to any third party.	
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.	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。
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.	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。
21.5	If there are any discrepancies between the English and the Chinese versions of the Purchase Contract, the English version shall prevail.	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。

Remarks: Agency service fee should be a package price, which ensure the smooth implementation without additional service cost, cost includes phone charge, F&B during preparation and onsite, and any other allowance which need pay to agency staffs or 3rd party staffs.

Both in EN & CN

Project Name: BMW Marketing Department Team Building Workshop 2017

Project Date: 22th-23th ,SEP,2017 , 93人 , 3人不住宿

Quotation Date: 8th AUG,2017

Quotation Version:

Agency Name:CHINA COMFORT TRAVEL GROUP CO.,LTD.

Agency Address:

Contact Info (Name/E-mail/MP): ZHAO.FENG ZHAOFFENG@CCT.CN 13511070014

Item 项目	Budget(RMB) 预算 (人民币)	Remark 备注	Description 描述
A Local Shuttle 当地交通	4,000.00		
B Accommodation 住宿	25,960.00		93人 , 3人不住宿
C Food & Beverage 餐饮	46,510.00		
D TB Side Programme 团建活动	29,720.00		
E Insurance 保险	0.00		
F Manpower	14,400.00		

BBA (Split ratio will be shared before agency issue invoice)

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

A. Shuttle 交通		Item 项目	Unit Price (RMB) 单价 (人民币)	No. of item 次数	QTY 数量	Total Price (RMB) 总价 (人民币)	Description 描述
A1	Shuttle 大巴		2,000.00	1	1	¥ 2,000.00	1. 9月22号, 古北水镇, 45 seats each bus. 2. NO less than 45 seats each bus. 3. Bus rental from official company. 4. Driver with experiences for the road to 古北水镇.
A2	Shuttle 大巴		2,000.00	1	1	¥ 2,000.00	9月23号, 从古北水镇到佳程广场, 49座大巴1台
A. Transportation 交通						¥ 4,000.00	往返价格
B. Accommodation 住宿		Item 项目	Unit Price (RMB) 单价 (人民币)	No. of item 次数	QTY 数量	Total Price (RMB) 总价 (人民币)	Description 描述
B1			880.00	1	7	¥ 6,160.00	杨家客栈 (河景阳台家庭房) 1间 长城书舍 (家庭房) 4间 长城书舍 (豪华家庭房) 2间
B2			750.00	1	14	¥ 10,500.00	洗尘客栈 (复式家庭房AB) 6间 (家庭房) 2间 段家大院 (1.5大床AB) 5间
B3			600.00	1	2	¥ 1,200.00	段家大院 (庭院大床) 2间
B4			450.00	1	6	¥ 2,700.00	青叶客栈 (大床房) (阳光大床房) 6间
B5			450.00	1	12	¥ 5,400.00	英华客栈 (标间AB) 4间 永顺客栈 (标间AB) 8间
B6			1,100.00	1		¥ 1,100.00	码头客栈 (豪华阳台家庭房) 1间
B. Accommodation 住宿						¥ 25,960.00	

D6	Mineral Water 矿泉水	0.00	1	0	¥	Day 1 during TB break, during get -gether, during team building任务区, in shuttle bus (免费赠送)
D. TB Side Programme 团建活动					¥	29,720.00
E. Insurance 保险						
Item 项目		Unit Price (RMB) 单价 (人民币)	No. of item 次数	QTY 数量	Total Price (RMB) 总价 (人民币)	Description 描述
E1	Insurance 出行意外险	0.00	1	93	¥	- For所有中外员工 (免费赠送)
E. Insurance 保险					¥	-