

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



BBA_地址

BBA Address:

经济技术开发区宝马大道1号

No.1 BMW Avenue, SEDA

沈阳/ Shenyang

110044

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. Serv

Co., Ltd.

北京市朝阳区农展馆南路13号12层1510内002

采购订单号 Order No.	M7D300799
订单日期 Order date	2024-11-13
版本号 Version No.	BBA-TP-BJ-4321-1-01

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华晨宝马申请人姓名 BBA applicant name	Xiaoyue
华晨宝马申请人电话 BBA applicant phone	+86-84-003343
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.	付款条件 Terms of payment				
S43	BBS-43		30 Days after invoice receipt				
编号 Item no	货物或服务描述 Material / Service description	交付日期 Delivery date	数量 Quantity	计量单位 UoM	货币种类 Currency	含税单价 Gross price per unit	合同/行号 FC/Item
00010	Aftersales_Project 1 Cap price Project 1: Regional Workshop	2024-11-13	0.197	EA	RMB	213,951.17	W7M004191/00010
Total:							42,148.38
通用采购条款 General purchasing conditions							
国际贸易术语 Incoterms	DDP shen yang Delivered Duty Paid						
通用条款 General conditions	Frame/Value Contract for Service (Applicable to Local Supplier) 服务采购框架/价值合同 (适用于本地供应商) I. #General Provisions 通用条款 1.#This Frame/Value Contract for Service (Applicable to Local Supplier) ("Frame/Value Contract") is executed by and between BMW Brilliance Automotive Ltd. ("BBA") and Comfort International M. I. C. E. Service Co., Ltd. ("Supplier").						

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<p>BBA agrees to buy and the Supplier agrees to provide the service(s) as listed in the table above ("Services") according to the terms and conditions stipulated in the Main Contract (as defined in Clause 2 hereof) and its appendices.</p> <p>本服务采购框架/价值合同 (适用于本地供应商) (下称本“框架/价值合同”) 由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合同 (见本框架/价值合同第2条定义) 及其附件的约定购买且供应商同意根据本合同及其附件的约定提供前述表格中所列的服务 (下称“服务”)。</p> <p>BBA and the Supplier are hereinafter collectively referred to as the "Parties", and individually referred to as a "Party".</p> <p>华晨宝马与供应商以下合称为“双方”，单称为“一方”。</p> <p>2. #Related BBA business department ("BBA Requesting Department") will order the Services under this Frame/Value Contract through issuing written call-off(s) ("Call-off(s)") to the Supplier. Oral call-off(s) shall not be valid. 华晨宝马相关业务部门 (下称“华晨宝马业务需求部门”) 通过发出书面申购 (下称“申购单”) 向供应商订购本框架/价值合同项下的服务。口头申购无效。</p> <p>This Frame/Value Contract and the Call-off(s) are hereinafter collectively referred to as the "Main Contract".</p> <p>本框架/价值合同及申购单以下合称为“主合同”。</p> <p>3. #The Services quantity, delivery date and location for each order shall be provided in the Call-off(s).</p> <p>每次订购的服务的数量、交付时间及地点应在申购单中明确。</p> <p>4. #Only the Services listed under this Frame/Value Contract shall be provided by the Supplier against the Call-off(s) issued by the BBA Requesting Department.</p> <p>只有本框架/价值合同所列的服务，供应商才可以按华晨宝马业务需求部门发出的申购单进行供应。</p> <p>5. #BBA has full discretion to unilaterally determine whether and when to issue the Call-off(s) based on its actual demands. This Frame/Value Contract originates no claim of the Supplier for conclusion of individual Call-off(s) for any Service provided hereunder by BBA.</p> <p>华晨宝马有权根据实际需求全权自行确定是否及何时发出申购单，本框架/价值合同并不赋予供应商要求华晨宝马必须发出申购单订购本框架/价值合同所列任何一项服务的权利。</p> <p>6. #The documents listed below from item (b) to (c) are appendices to the Frame/Value Contract, and together with the Frame/Value Contract</p>	
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	<p>tract and Call-off(s)), 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 the construction and performance of the Purchase Contract. In the event of any conflict among the documents, the component document with the higher priority shall prevail:</p> <p>下面第 (b) 项至第 (c) 项所列文件是框架/价值合同的附件, 与框架/价值合同及申购单共同构成供应商与华晨宝马之间的采购合同 (下称 "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优先适用:</p> <p>(a) #Main Contract (i.e. Frame/Value Contract and Call-off(s)) 主合同 (即: 框架/价值合同和申购单)</p> <p>(b) #Appendix 1: General Terms and Conditions for Purchase of Goods and Services (Version 01/2024) ("GTC") 附件1: 关于采购货物和服务的一般条款 (2024年1月版本) (下称 "一般条款")</p> <p>(c) #Appendix 2: Final Quotation confirmed by the Parties 附件2: 双方确认的最终报价单</p> <p>7. #The Services' specific technical requirements, service standard, implementation plans and other details of the Services shall be included in Appendix Technical Requirements. If no Technical Requirements is prepared, technical requirements related contents provided in BBA' s RFQ and technical requirements related contents provided in the final quotation confirmed by both Parties or Supplier' s Quotation shall apply. If the technical requirements related contents provided in the final quotation confirmed by both Parties or those contents provided in the Supplier' s Quotation differ from the technical requirements related contents provided in 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 difference s in Appendix Technical Requirements. The final quotation shall not include any legal terms and delivery related terms, otherwise these terms are invalid.</p> <p>关于服务的具体技术要求、服务标准、实施计划和其他与服务相关的细节在附件《技术要求》中明确。如果双方没有准备前述《技术要求》, 则应适用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。如果最终报价单或供应商报价中的技术要求与华晨宝马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、获得华晨宝马事前书面许可、并在附件《技术要求》中予以明确方能成为采购合同的组成部分。最终报价单中不应包含任何法律条款和发货相关条款, 否则该等条款无效。</p>

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	<p>8.#If the Supplier concludes Purchase Contract with BBA for the first time, it shall fill in a 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.</p> <p>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延迟不承担任何责任。</p> <p>9.#The Supplier's competitive capacity in certain aspects such as quality, costs and ability to deliver as well as the ability to maintain state-of-the-art delivery of service(s) during the entire contract term is a precondition for conclusion of the Purchase Contract.</p> <p>供应商在整个合同有效期内保持在质量、成本、交付能力以及所交付服务的技术先进状态等方面的竞争力是缔结采购合同的前提条件。</p> <p>10.#The Frame/Value Contract shall remain valid 1+2+2 years until 31st March 2029 unless otherwise provided in writing by the Parties.</p> <p>除非双方另行书面约定, 本框架/价值合同将持续1+2+2 years有效至2029年03月31日。</p> <p>11.#In the event that any of the following circumstances occur, the Main Contract shall be terminated: 有下列情形之一的, 主合同终止: (a)#The term provided in the Frame/Value Contract expires; 框架/价值合同中约定的合同期限届满; (b)#The accumulated total value under the Call-off(s) reaches BBA's target total value as specified in the Purchase Contract; 申购单累计的采购价款已达到采购合同中约定总采购价款; (c)#Other circumstances as set out by laws and regulations. 法律法规规定的其它合同终止情形。</p> <p>12.#In addition to the early termination circumstances as set out in the GTC, BBA shall be entitled to early terminate the Main Contract 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 Main Contract upon issuing a one-month prior written notice to the Supplier.</p> <p>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主合同; 如遇华晨宝马搬迁、</p>
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	设备改造、停产等情况, 华晨宝马有权提前1个月书面通知供应商解除主合同。
	13. #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。
	14. #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)。
	15. #The Frame/Value Contract shall become effective after the Parties affix chops or legally use the reliable electronic signatures on the Frame/Value Contract and its appendices (excluding those appendices executed by the Parties before signing the Frame/Value Contract). The Supplier shall ensure its authorized representative to sign or legally use the reliable electronic signature on the Frame/Value Contract. 本框架/价值合同自双方在框架/价值合同及其附件 (双方在签署框架/价值合同前已签署的附件除外) 上盖章或依法使用可靠的电子签名之日起生效。供应商应确保其正式授权代表在框架/价值合同上签字或依法使用可靠的电子签名。
	II. #Payment Provisions 付款条款
	16. #Payment 付款 16.1 #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 meet all the requirements as set forth in Clause 16.2 hereof. For identifying the payment due date, deliverables made before the agreed delivery date shall be deemed as having been delivered on the agreed delivery date. 除非双方另有书面约定, 华晨宝马仅应在供应商按照采购合同约定向华晨宝马交付全部服务且满足本框架/价值合同第16.2条约定的全部要求后支付采购合同项下价款。为确认付款日之目的, 在约定的交付日期之前进行的交付应

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	<p>视为在约定的交付日期交付。</p> <p>16.2#For the price under each Call-off, after BBA Requesting Department confirms acceptance of the Services 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.</p> <p>就每笔申购单项下的价款, 在华晨宝马业务需求部门确认服务已按采购合同约定确认接收服务且已通过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。</p> <p>16.3#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 Call-off number and the SAP GR No., and the Supplier' s name on the invoice must be the same as that on this Frame/Value Contract and the company seal of the Supplier; otherwise BBA shall have the right to reject the payment.</p> <p>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, 包括但不限于申购单号和SAP系统收货号, 发票上的供应商名称必须与框架/价值合同及供应商公司公章上所载明的公司名称一致; 否则华晨宝马有权拒绝付款。</p> <p>16.4#Please find below the contact information for submitting invoices: 发票提交的联系信息如下:</p> <p>Paper Invoice 纸质发票: Accounting Department 会计部 BMW Brilliance Automotive Ltd. 华晨宝马汽车有限公司 No.1 BMW Road, Shenyang Economic and Technological Development Zone, Shenyang City, Liaoning Province, PRC. 中国辽宁省沈阳市沈阳经济技术开发区宝马大道1号 Post Code 邮编: 110143 Telephone 联系电话: 0086-24-8455 6252</p> <p>E-Invoice 电子发票: If the Supplier submits e-invoices, the Supplier shall log on "BBA e-Invoices Portal" for submitting e-invoices, and the website is as follows:</p>
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<p>如供应商提交电子发票, 应登陆“华晨宝马电子发票平台”进行提交, 网址如下: https://b2b.bmw-brilliance.cn/e-invoice/</p> <p>For any questions for submitting paper invoices or e-invoices, the Supplier may contact invoice hotline: 0086-24-8455 6252.</p> <p>供应商在纸质发票或电子发票提交过程中如有任何问题, 可联系发票热线: 0086-24-8455 6252.</p> <p>16.5#All the prices under the Purchase Contract shall include taxes. Each Party shall pay the relevant taxes and surcharges in accordance with the then valid tax regulations. 采购合同项下的价款均应为含税价。双方应当根据届时有效的税法规定各自缴纳相关税费。</p> <p>17.#BBA's Tax Registration Information 华晨宝马的税务登记信息 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.1 BMW Road, Shenyang Economic and Technological Development Zone, Shenyang City, Liaoning Province, PRC 地址: 中国辽宁省沈阳市沈阳经济技术开发区宝马大道1号 Telephone 电话: 0086-24-8455 6251 Bank Account: Pudong Development Bank Shenyang Branch 766-4135011055 开户银行及帐号: 浦发银行沈阳分行 766-4135011055</p>	
**** END OF ORDER ****	

No.1 BMW Avenue, SEDA
沈阳/ Shenyang,

Telephone
+86-10-8455-7000

Telex
+86-10-8225-5800

Comp. reg. no.
746494975

VAT reg. no.
91210100746494975X

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



BBA_地址
BBA Address:
经济技术开发区宝马大道1号
No.1 BMW Avenue, SEDA
沈阳/ Shenyang
110044

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. Serv
Co., Ltd.
北京市朝阳区农展馆南路13号12层1510内002

采购订单号 Order No.	M7D300799
订单日期 Order date	2024-11-13
版本号 Version No.	BBA-TP-BJ-4321-1-01

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	
供应商代码 Supplier code	页码 Page
204004242	Page 8 of 8
联络人 Correspondence code	
仲岚	

申购单
Call-Off Purch.Order

根据价值限额批准 Approval based on value limits			
批准方式 Release method		电子批准 Electronically released	
采购员 Buyer		经理 Manager 上限至 / Up to 250 000 CNY	
姓名 Name		Fernando Ferrer	
部门 Dept.		BBS-A-8	
日期 Date	2024-11-15	2024-11-15	
签字 Sign			
公司章 Company seal			

供应商确认 Supplier confirmation			
姓名 Name	仲岚	供应商签章 Supplier seal	
部门 Dept.	会奖六部		
日期 Date	2024.11.13		
签字 Sign	仲岚		