

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



采购订单

Purchase Order

供应商 康辉集团北京国际会议展览有限公司
Supplier
Comfort International M. I. C. E.
Service Co., Ltd.
朝阳区农展馆南路13号12层1510
内002
RM1510-002, Ruichen Int'l
Center, No. 13, Nongzhanguan
100125 Beijing
China

文档号码 45041624
Document Number
文档日期 2019.08.29
Doc. Date
供应商号码 4063697
Vendor No.
支付中心 8902
Cost center
联系人
Contact Person
你的参考序号
Your Ref.
交付至
Delivery Address:

宝马(中国)汽车贸易有限公司

BMW China Automotive Trading Ltd.

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
28th Floor, Tower B, Gateway Plaza
No. 18 Xia Guang Li
North Road, East Third Ring, 100027
Beijing, China

电话 +86 10 8455 8000
Telephone
传真 +86 10 8455 8028/8029
Fax

注意
Attention to

电话
Telephone

传真 010-65870596
Fax

打印日期 2019.08.29
Print Date

页数 1 of 2
Page

国际商业用语 FCA
(Incoterms) Free Carrier

购买订单细节信息

Purchase order details

项目	项目描述	数量	度量单位	单价	含税总价
Item	Description	Quantity	UoM	Unit price	Gross Amount
00010	MIX:SR Review:09.08.2019	1.00	EA	13,525.60	13,525.60
	购买申请 30037946				
	PR 30037946				
	总额: RMB				13,525.60
	Gross Value in RMB				

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

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

地址
Postal Address
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
28th F, No. Tower B,
Gateway Plaza
No. 18 Xia Guang Li
North Road, East 3rd
Ring
Chaoyang District
Beijing 100027
PR China

电话
Telephone
+86 10-84558000

传真
Fax
+86 10-84558028

网址
Internet
www.bmw.com.cn



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.

文档号码
Document Number

45041624

文档日期
Doc. Date

2019. 08. 29

打印日期
Print Date

2019. 08. 29

页数
Page

2 of 2

宝马 (中国)
汽车贸易有限公司
BMW China
Automotive Trading
Ltd.
地址
Postal Address
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
28th F. No. Tower B,
Gateway Plaza
No. 18 Xiguangli
North Road, East 3rd
Ring
Chaoyang District
Beijing 100027
PR China

电话
Telephone
+86 10-84558000

传真
Fax
+86 10-84558028

网址
Internet
www.bmw.com.cn

Approval based on limits	
Release method	
Electronically released	
申请人 Applicant	
姓名 Name	Manager Manager
日期 Date	Gin Jin
签名 Sign.	2019. 08. 20
公司签章 Company Seal	

供应商确认 Supplier Confirmation	
姓名 Name	公司签章 Company Seal
日期 Date	合同专用章
签名 Sign.	1101051745045

BMW China Automotive Trading Ltd.

宝马（中国）汽车贸易有限公司



General Contractual Terms and Conditions for Services (Version 01 / 2011)
关于服务的一般条款（2011年1月版本）

1. Scope of Application and Integral Parts of the Service Contract	1. 本一般条款的适用范围与服务合同的构成
1.1 These General Terms and Conditions shall apply to all services rendered by a service provider (hereinafter referred to as "Supplier") to BMW China Automotive Trading Ltd. (hereinafter referred to as "BMW CHINA") unless agreed otherwise in writing.	1.1 本一般条款适用于服务提供方（以下简称“供应商”）向宝马（中国）汽车贸易有限公司（以下简称“宝马中国”）提供的所有服务，双方另有书面约定的除外。
1.2 The documents below (if any) shall constitute the integral parts of the Service Contract between the Supplier and BMW CHINA (hereinafter referred to as "Service Contract"), following the sequence of a step-down priority with respect to construction and performance of the Service Contract. In the event of any conflict among the documents, the component document with the higher priority shall prevail: (a) Frame/Value Contract between BMW CHINA and Supplier (b) Purchase order or call-off by BMW CHINA in writing (hereinafter referred to as the "Order") (c) BMW CHINA's invitation for tender (briefing) including all schedules (d) These General Terms and Conditions (e) Schedule, specifications and requirements of services (e.g. the technical contents to be revised during the following negotiation) (f) BMW CHINA's rules and regulations on production resources (g) Security rules for external service providers, e.g. IT security (h) Technical provisions included in the Supplier's tender (bidding documents or proposal)	1.2 下面所列的文件(如有)应共同构成供应商与宝马中国之间的服务合同（以下简称“服务合同”）。就服务合同的解释和履行，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，以效力较高文件之规定为准： (a) 供应商与宝马中国之间签订的框架合同或价值合同 (b) 宝马中国发出的书面采购订单或申购单（以下统称为“订单”） (c) 宝马中国发出的竞标邀请文件（包括附件） (d) 本一般条款 (e) 服务执行计划、标准及要求（比如在之后的谈判中被修改的技术内容） (f) 宝马中国关于生产资源的规章和制度 (g) 对于外部服务提供者在安全方面的规定，比如IT安全等 (h) 供应商要约（投标文件或报价）中的技术条款
1.3 The Service Contract between the Supplier and BMW CHINA shall come into effect upon the acceptance by the Supplier of the Order served by BMW CHINA. The same shall apply to revisions and additions to the Service Contract.	1.3 宝马中国发出的订单经供应商接受后，宝马中国与供应商之间的服务合同生效。同样的原则也应适用于对服务合同的修改和补充。
1.4 These General Terms and Conditions shall apply to the Service Contract and all its appendices and/or amendments.	1.4 本一般条款适用于服务合同及其附件与修订。
1.5 Any deviations or contractual conditions proposed by the Supplier against or in addition to these General Terms and Conditions shall not become an integral part of the Service Contract, even if they are not expressly rejected, until and unless they are expressly approved by BMW CHINA in writing.	1.5 供应商提出的更改或增加本一般条款内容的任何变更或合同条件，即使未被明确排除，也不构成服务合同的组成部分，除非事先经宝马中国书面明确同意。
2. Execution of Order	2. 订单的执行
2.1 The Supplier shall safeguard the interests of the BMW CHINA, BMW Group and BMW dealers, perform the tasks arising from this Service Contract with proper commercial diligence.	2.1 供应商应维护宝马中国、宝马集团及宝马经销商的利益，以适当的商业审慎态度履行服务合同项下的任务。
2.2 The Supplier undertakes to carry out the services in accordance with the	2.2 供应商承诺将按照宝马中国要求的规格/标准和实施方

BMW China Automotive Trading Ltd.

宝马（中国）汽车贸易有限公司



specifications and the implementation plan issued by BMW CHINA.	案提供服务。
2.3 The Supplier may appoint a third party as its subcontractor only after the prior written consent of BMW CHINA to such effect has been rendered.	2.3 供应商聘用第三方作为分包商须取得宝马中国的事先书面同意。
2.4 The Supplier shall bear the overall responsibility for the services/goods ordered, i.e. the Supplier shall be accountable to BMW CHINA for the services/ goods in every step of the process for performing this Service Contract and with regard to all of the elements of the goods/services irrespective of whether the Supplier has engaged third parties to render all or part of the goods/services.	2.4 无论供应商是否已将服务全部或部分分包给第三方，供应商应为其所提供的服务/交付物承担全部责任，即供应商应对履行服务合同的所有环节以及最终提供的服务/交付物的各个方面向宝马中国负责。
2.5 In executing the Order, the Supplier is liable for ensuring that its services and results thereof, including the use thereof in accordance with the purpose of such services, do not contravene the currently applicable laws and regulations, including but not limited to the laws regarding commercial competitions, advertising activities and labor relationship; it shall ensure the foregoing -- if necessary by means of legal advices -- and shall advise BMW CHINA of any risks in time. Any costs that may arise in this connection have been covered by the respectively agreed Service Fee (as defined in Clause 7.1 hereinafter). In this regard, the Supplier shall hold BMW CHINA harmless from, defended against and indemnified for any claims for damages by third parties.	2.5 在订单执行的过程中，供应商有义务确保其所提供的服务及其结果（包括根据该等服务的预定目的对结果的使用）不会违背现行适用的法律法规，包括但不限于有关商业竞争、广告及劳动关系相关的法律。如有必要，供应商可通过寻求法律咨询的方式确保上述事项，并及时告知宝马中国存在的任何风险。双方约定的服务费（见本条款第7.1条的定义）已涵盖因此可能产生的任何成本。就第三方提出的与此相关的任何索赔主张，供应商应确保宝马中国获得保护、取得赔偿并免受损害。
2.6 Upon BMW CHINA's request, the Supplier shall provide the certificates, licenses and/or approval letters which are compulsory in the specific business area under requirements of the Government. It shall be deemed that the Supplier has obtained all the necessary qualifications for providing related services when the Supplier accepts the Order.	2.6 应宝马中国要求，供应商应提供根据政府要求在特定业务领域内必须具备的证照、许可和/或批准文件。一旦供应商接受订单，即应推定其已为提供相关服务取得所需的一切必要资质。
2.7 The Supplier's competitive capacity regarding quality, costs and ability to deliver as well as the ability to maintain state of the art delivery items and services for the complete contract period is a precondition for conclusion of the Service Contract.	2.7 在整个合同有效期内，供应商在质量、成本、交付能力以及保持所交付项目技术先进状态的能力等方面的竞争力是缔结服务合同的前提条件。
2.8 The project manager to be appointed by the Supplier shall plan, coordinate and supervise all aspects of the project under the Order. He or she shall be the responsible contact person reporting to BMW CHINA's project manager. The Supplier's project manager shall upon request inform BMW CHINA's project manager of the status of the project at any time.	2.8 供应商指定的项目经理负责计划、协调和监控订单项下项目的所有方面，并作为向宝马中国的项目经理汇报的负责联络人。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。
2.9 BMW CHINA shall provide the Supplier with all documents, information and data necessary for execution of the Order, especially the factual statements about products of BMW CHINA and the BMW CHINA design principles (BMW Corporate Identity Programme) for corporate identity and design.	2.9 宝马中国应向供应商提供执行订单所必需的一切文件、信息和数据，尤其是关于宝马中国产品和宝马中国设计原则（宝马企业形象准则）的说明。
The Supplier shall not be liable for factual statements about products of BMW CHINA, which were dictated by BMW CHINA. The Supplier undertakes to provide all or any part of its services under this Service Contract based on BMW CHINA design principles, and shall find out all provisions and details about the BMW CHINA design principles from the responsible BMW CHINA specialist department.	供应商不对由宝马中国传达的关于宝马中国产品的事实描述负责。供应商承诺，其在服务合同项下所提供的服务及其其中任一部分均以宝马中国设计原则为基础，为此供应商将从宝马中国内部的相关部门充分了解与宝马中国设计原则相关的所有规定及细节。
Any documents, information and data mentioned in this Clause 2.9 are handed over to the Supplier on loan and must be returned to BMW CHINA on request or at the	本第2.9条提及的向供应商转交的文件、信息和数据系宝马中国出借至供应商，经宝马中国要求或最迟在订单

BMW China Automotive Trading Ltd.

宝马（中国）汽车贸易有限公司



latest immediately upon the completion of services to be provided under an Order.	项下的服务完成时，供应商必须将其立即归还给宝马中国。
The Supplier must check any document and information handed over, also with regard to the local conditions, for their correctness and, as the case may be, the execution of preliminary work by third parties. The Supplier must notify BMW CHINA in writing of any doubts or objections whatsoever without undue delay, stating the reasons, and must reach agreement with BMW CHINA's project manager about the continuation of the work.	在交接前述文件和信息时，供应商应结合当地具体情况核查其准确性以及第三方先期工作的执行状况（视实际情况而定）。如有任何疑虑或异议，供应商应及时以书面方式通知宝马中国并在其中说明理由，并且必须与宝马中国的项目经理就后续工作达成一致。
The documents and data temporarily lent to the Supplier may not be reproduced or sold, transferred by way of security, pledged or otherwise passed on to or used by or for third parties without the prior written consent of BMW CHINA. The same applies to the delivery items produced with the aid of the above documents.	未经宝马中国事先书面同意，供应商不得对宝马中国暂时出借的文件和数据进行复制、出售、设置担保、质押，或以其它方式转交第三方，或由第三方使用，或为第三方利益而使用。上述规定同样适用于借助于前述文件而产生的一切交付物。
2.10 Upon BMW CHINA's request, the Supplier shall keep documents and data carriers concerning the deliveries/results under the Service Contract free of charge on its premises. Unless otherwise agreed, said items shall be returned at the latest two years after conclusion of the project, or the Supplier may, by agreement with BMW CHINA, destroy said items.	2.10 经宝马中国要求，供应商应免费将与服务合同项下交付物/成果相关的文件和数据载体保存在其办公场所。除非另有约定，前述物品最晚应在项目完成后两年之内返还，或者经宝马中国同意后，供应商销毁前述物品。
BMW CHINA shall be entitled to inspect all of the project related documents, which are relevant commercially or technically to the deliveries/results under the Service Contract, at the Supplier's offices without impairing the Supplier's operation and following prior agreement with the Supplier.	宝马中国有权在供应商的办公场所对商业上或技术上与服务合同项下交付物/成果有关的所有文件进行检查，前提是不影响供应商的运营，并且事先就此与供应商达成一致。
2.11 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 Service Fee, e.g. records of the staff's working time, and the effective protection of IT system against loss of data.	2.11 供应商应按宝马中国的规定进行数据处理，包括对所有与收取服务费相关的数据（例如员工的工作时间记录）进行备份，以及对IT系统进行有效的保护以防止数据丢失。
2.12 The Supplier shall be responsible itself and in its own right for the working hours of its employees, officers, secondees, representatives, agents, independent contractors or any other individuals for whom the Supplier is in the position to be responsible for the purpose of execution of the Service Contract (collectively the "Supplier Personnel"). It may however be agreed in the Service Contract to stick to the working time required by BMW CHINA, to the extent that this is required by the nature of the Service Contract and the work involved.	2.12 供应商应依其职权自行对其雇员、管理人员、借调人员、代表、代理、独立承包商及应由供应商为服务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”）的工作时间负责，但可以根据服务合同及所涉工作性质的需要在服务合同中约定遵守宝马中国要求的工作时间。
2.13 The Service 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 and cooperate as a member of a team including BMW CHINA employees. They may however act as consultants to a BMW CHINA team if their services consist in guiding the team (guiding and management function).	2.13 供应商与宝马中国之间签署服务合同不应被理解为在宝马中国与供应商人员之间存在劳动或雇佣关系。供应商人员不得作为宝马中国团队的成员工作。但是如果其服务内容包括为宝马中国团队提供指导（指导和管理职能），则相关供应商人员可以作为团队的顾问。
2.14 The Supplier Personnel are not entitled to use or claim benefits and facilities provided by BMW CHINA, including but not limited to: <ul style="list-style-type: none"> - Company doctor and medical service (with the exception of accident care) - Use of company cars and buses - Subsidized catering - Working garments provided free of charge or at a reduced price - Participation in the BMW CHINA Associate Improvements Suggestion Scheme 	2.14 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： <ul style="list-style-type: none"> - 公司医生和医疗服务（事故处理除外） - 使用公司轿车和通勤车 - 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

BMW China Automotive Trading Ltd.

宝马（中国）汽车贸易有限公司



- Business cards / personal stationery etc.	- 名片/个人文具等
Any and all exceptions to this rule as specified in the previous paragraph this Clause 2.14 must be agreed by written agreements (e.g. subsidized catering and canteen services).	本第2.14条前款规定（如补助餐食和餐厅服务）的任何例外均须通过书面协议约定。
<p>2.15 The Supplier Personnel shall not be included in BMW CHINA's mailing lists, job plans, telephone directories, vacation plans etc. They may however be named and listed in BMW CHINA systems for capacity planning or control provided:</p> <ul style="list-style-type: none"> - Such systems are used on the request of the Supplier involved; - Participation of the Supplier Personnel in such systems is required by the Supplier itself. 	<p>2.15 供应商人员不应列于宝马中国的邮件列表、工作计划、电话簿、休假计划等之内。但可以为产能计划或控制的目的将其列于宝马中国系统中，其前提是：</p> <ul style="list-style-type: none"> - 该系统是应相关供应商的要求使用的； - 供应商人员加入该系统是供应商自行要求的。
2.16 If necessary, the Supplier Personnel may work in the name of BMW CHINA, provided always that BMW CHINA's prior written authorization is obtained. The scope of the authorization must be clarified explicitly in the authorization letter. BMW CHINA shall not be responsible for any action or inaction of the Supplier Personnel that is out of the authorization.	2.16 如有必要，供应商人员可以以宝马中国的名义工作，但应得到宝马中国的事先书面授权。授权范围应在授权书中明确规定。宝马中国对供应商人员超出授权范围的任何行为（包括作为与不作为）不承担任何责任。
2.17 In case that any of the Supplier Personnel breaks internal management regulations of BMW CHINA or is proved to be unable to fulfill his/her assignment, BMW CHINA is entitled to request the Supplier to replace such personnel. The Supplier shall replace the related Supplier Personnel within three days upon receipt of BMW CHINA's notice. If the Supplier fails to replace the individual with a competent one, BMW CHINA is entitled to claim for compensation and/or to terminate the Service Contract or the related parts thereof.	2.17 如果供应商人员违反宝马中国的内部管理规定或者被证明无法胜任安排给他/她的工作，宝马中国有权要求供应商更换该等人员。供应商应在收到宝马中国通知之日起三日内更换相关供应商人员。如果供应商未能以胜任人员替换该等人员，宝马中国有权要求赔偿和/或解除服务合同或其相关部分。
2.18 If any of the Supplier Personnel causes damage to BMW CHINA by his/her negligent or intentional action/inaction, BMW CHINA is entitled to claim for compensation against the Supplier directly. The Supplier shall keep BMW CHINA harmless from and fully indemnified for the damages so incurred.	2.18 如果任何供应商人员由于其疏忽或故意的行为（包括作为与不作为）造成对宝马中国的损害，宝马中国有权直接向供应商索赔。供应商应全额赔偿，使宝马中国不受损害。
2.19 During the term of the Service Contract, the Supplier shall sufficiently maintain all necessary social insurance policies (especially medical and work related injury insurance) for the Supplier Personnel. BMW CHINA will not bear any medical expense incurred by the Supplier Personnel even for personal injury suffered at work.	2.19 在服务合同期间内，供应商应负责充分地维持供应商人员的所有必要的社会保险（尤其是医疗及工伤保险）。宝马中国不承担供应商人员的任何医疗费用，包括工伤医疗费用。
2.20 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 service.	2.20 宝马中国不承担供应商人员的生育费用。在产假期期间，供应商应指定后备人员继续服务。
2.21 The Supplier shall not employ child labor under sixteen years' old.	2.21 供应商不应雇佣未满16周岁的未成年人。
3. Permits and authorization	3. 许可与授权
3.1 The Supplier must obtain any third-party permit or authorization, if needed for fulfilling the Service Contract, at its own cost, and must provide BMW CHINA with proof thereof. In this regard, the Supplier shall indemnify BMW CHINA for any claims for damages as well as any contractual or statutory claims by third parties.	3.1 如果履行服务合同需要，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赔偿。
3.2 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	3.2 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服务合同项下有权发出的通知、指令或指示。特别是，该第三

BMW China Automotive Trading Ltd.

宝马（中国）汽车贸易有限公司



<p>to grant under the Service Contract. They particularly do not have the right to extend performance deadlines or to legally acknowledge invoice sums, Service Fee claims, management time, quantity surveys or suchlike.</p>	<p>方无权延长订单执行的截止期限，亦无权认可发票金额、服务费、管理工时、工作量计算或类似事项。</p>
<p>3.3 BMW CHINA has the right, but not the obligation, on behalf of the Supplier to accept deliveries from a third party in the Supplier's absence; 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 deliveries.</p>	<p>3.3 宝马中国有权，但没有义务，在供应商缺席的情况下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，即使其已书面签收。供应商应承担与交付物相关的所有风险。</p>
<p>4. Changes and Additions to the Purchase Order</p>	<p>4. 订单的修改与补充</p>
<p>4.1 BMW CHINA can at any time up until the acceptance of delivery demand changes and additions to the Order as it sees fit and having due regard for the interests of the Supplier. The Supplier is under a duty to suggest changes to BMW CHINA, which it considers necessary or expedient for successful performance of the Order. It shall also execute said changes following written consent by BMW CHINA.</p>	<p>4.1 宝马中国有权在验收之前的任何时间对订单进行其认为适当的修改或补充，但应适当考虑供应商的利益。就其认为成功履行订单所必需或有利的任何变更，供应商有义务向宝马中国提出建议。供应商应在得到宝马中国的书面同意后实施该等变更。</p>
<p>4.2 If a change entails an increase or reduction in cost of the Supplier for performing the Service Contract and/or the missing of a deadline, the Supplier shall be under a duty to point this out at the same time as it suggests change or without undue delay following receipt of BMW CHINA's change request, and to submit a corresponding revised tender. The change shall be made on the basis of a written agreement stipulating the compensation for the additional costs, or the allowance for the reduced costs, as well as the time schedule.</p>	<p>4.2 如果该等订单变更致使供应商的履约成本增加或减少，和/或导致供应商无法在规定期限内完成，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的修订后要约。变更应该以书面协议的形式做出，该协议应该就额外成本的补偿或成本减少部分的返还及日程安排做出明确约定。</p>
<p>4.3 If a change makes necessary any services of the Supplier which are not provided for in the Service Contract, the Supplier shall be entitled to an additional service fee provided said additional service fee is agreed prior to performance of the additional service. The additional service fee shall be determined in accordance with the bases for calculating the price for the contractual services and according to the special costs of the additional service required.</p>	<p>4.3 如果上述订单变更需要供应商进一步提供服务合同中未规定的服务，且双方在该等额外服务提供之前对所需额外支付的服务费达成了一致，则供应商有权取得该等额外服务费。额外服务费的数额应按照合同约定的服务定价依据和所需额外服务的具体成本决定。</p>
<p>5. Delivery</p>	<p>5. 交付</p>
<p>5.1 Delivery dates agreed by both parties are binding.</p>	<p>5.1 双方一致同意的交付日期具有法律约束力。</p>
<p>5.2 Whenever deadlines are stated by calendar week or months without specifying the specific dates, the 1st working day shall apply in each case.</p>	<p>5.2 如约定的截止期限未明确具体日期，仅约定某日历周或日历月，应以该周或月份的第一个工作日为准。</p>
<p>5.3 In the event of any delay for which the Supplier is responsible, BMW CHINA shall have the right to terminate the Service Contract either in whole or in part as well as to claim for any damages incurred by BMW CHINA (if any) arising from such delay.</p>	<p>5.3 如果因供应商原因造成延迟交付，宝马中国有权全部或部分解除服务合同，并要求供应商赔偿宝马中国由此产生的损失（如有）。</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 same in accordance with the Service Contract.</p>	<p>以上约定也适用于供应商按时提供了全部或部分交付物/服务，但是宝马中国依据服务合同相关规定无法接受该等交付物/服务的情形。</p>
<p>5.4 In the event of any delay for which BMW CHINA is responsible, the Supplier shall be entitled to a reasonable extension of the contractual deadline. If the Supplier pays additional cost due to the delay, it shall be entitled to require BMW CHINA to compensate for reasonable costs it incurred, but in any case, the compensation shall not include any indirect losses of the Supplier such as profit loss.</p>	<p>5.4 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合同约定的截止期限；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给予适当补偿，但是在任何情况下该补偿均不包括供应商的利润等间接性损失。</p>
<p>5.5 The Supplier must notify BMW CHINA immediately in writing of any threat of delays</p>	<p>5.5 供应商必须立即书面通知宝马中国供应商方面可能发生</p>

BMW China Automotive Trading Ltd.

宝马（中国）汽车贸易有限公司



at the side of the Supplier even if BMW CHINA has been aware of the circumstances and reasons.	的延迟，即便宝马中国已经知晓前述情形或原因。
5.6 The Supplier shall mark or label the delivery items in the manner prescribed by BMW CHINA.	5.6 供应商应按照宝马中国要求的方式对交付物进行标注。
6. Acceptance	6. 验收
6.1 BMW CHINA shall undertake the acceptance following submission by Supplier of the "declaration of readiness for acceptance" and receive the handover of all documentation associated with the subject matter of the Service Contract. If the inspection of the Supplier's services requires any commissioning, the acceptance test shall not be conducted until the commissioning has been successfully concluded. The acceptance test shall not be conducted until and unless all of the services contractually stipulated have been fulfilled.	6.1 在供应商向宝马中国提交“准备就绪可以验收”的声明并将与服务合同相关的所有文件交付给宝马中国后，宝马中国应启动验收程序。如果检查供应商提供的服务需要试运行，则验收程序直至上述试运行成功结束后方可进行。只有合同约定的所有服务都已完成才可开始验收程序。
6.2 The acceptance shall be recorded in writing. However, there shall be no acceptance until the Supplier has removed all the defects that have been found during the acceptance test. The removal of defects must be performed within a reasonable period and, at the latest, within the deadline set by BMW CHINA.	6.2 对服务的接受应有书面记录。但是，只有在验收过程中发现的瑕疵被供应商全部消除后，方可接受相关服务。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。
6.3 Payment of Service Fee by BMW CHINA in whole or in part does not mean that BMW CHINA has accepted the service under the Service Contract.	6.3 宝马中国全部或部分支付服务费并不代表其已接受服务合同项下的服务。
7. Fees and Payment	7. 服务费及付款
7.1 Unless otherwise agreed, all service fee under this Service Contract are fixed and cover all incidental costs such as transportation and installation costs, customs duties, travel costs, surcharges, etc. (herein referred to as "Service Fee"). The Service Fee shall apply unchanged until all of the services to be rendered under the Service Contract have been completed. Hospitality expenses will not be reimbursed by BMW CHINA.	7.1 除非另有约定，在服务合同项下的服务费是固定价格且包含所有附随成本如交通费、安装费、关税、差旅费及附加费等（统称为“服务费”）。前述服务费在服务合同项下的服务履行完毕之前保持不变。宝马中国不承担招待/娱乐费用。
7.2 The Supplier must pass on to BMW CHINA any benefit received from any third party for the provision of services under this Service Contract, such as discounts, bonuses, commissions, reductions etc. The Supplier shall also ensure Supplier Personnel to comply with this obligation, and shall be liable for any acceptance of the above benefit by the Personnel.	7.2 供应商为提供服务合同项下的服务而从第三方获得的任何利益比如折扣、奖金、佣金、降价等必须转交给宝马中国。供应商还应保证所有供应商人员遵守本项义务，并应就其收取该等利益承担责任。
7.3 Payment for the Service Fee shall be effected by bank transfer or by cheque. The invoice which Supplier provides to BMW CHINA shall be proper and auditable. In the event of non-compliance with the Service Contract by the Supplier, BMW CHINA reserves the right to withhold, reduce or demand the repayment of payments already made plus the corresponding interest.	7.3 服务费的付款方式可为银行转账或支票。供应商应向宝马中国提供规范的可审计的发票。如供应商未能履行服务合同的约定，宝马中国保留停止、减少付款或要求退回已付款项（包括相应利息）的权利。
7.4 Unless otherwise provided in writing, BMW CHINA will pay the Service Fee to a Supplier inside China 30 days after receipt of a proper invoice by BMW CHINA's Finance Department or to a Supplier outside China 60 days after receipt of a proper invoice by BMW CHINA's Finance Department. To avoid any delay of payments, all invoices should be sent or submitted to the Finance Department of BMW CHINA. Unless otherwise agreed, the Service Fee shall not be paid until the services have been rendered in accordance with the Service Contract. For identifying the payment due date, deliveries made before the agreed delivery date shall not be deemed as having been received until the agreed delivery date.	7.4 除非双方另有书面约定，宝马中国将在其财务部收到适当发票后30日内向国内供应商支付服务费，或在其财务部收到适当发票后60日内向国外供应商支付服务费。 为免付款延误，所有发票均应发送或提交给宝马中国财务部。 除非双方另有约定，宝马中国在供应商按照合同约定完全提供服务之前没有义务支付服务费。为了认定付款日，在约定的交付日期之前提供的服务将视为在约定的交付日期才提供。

BMW China Automotive Trading Ltd.

宝马（中国）汽车贸易有限公司



<p>7.5 The Supplier who needs to provide local VAT invoice to BMW CHINA must state the following details on its invoice; otherwise the invoice will be rejected:</p> <ul style="list-style-type: none"> - Complete name, tax register no, address, telephone, opening bank, bank account of the Supplier and of the recipient of the goods or services - BMW CHINA supplier / vendor code - Purchase order number / call-off-order number - Invoice issue date - Trade description of the goods / services - Quantity - Net amount - Tax rate, amount of tax - Total amount - Any reduction in Service Fee agreed in advance, if not taken into account in the Service Fee - Invoice stamp or finance stamp 	<p>7.5 需向宝马中国提供增值税发票的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"> - 供应商及交付物或服务接收人的全称，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 - 采购订单号/申购单号 - 开票日期 - 对交付物/服务的描述 - 数量 - 净额 - 税率及税额 - 价税合计 - 事先同意减少的金额（如在服务费中没有体现） - 发票专用章或财务专用章
<p>The 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:</p> <ul style="list-style-type: none"> - Complete name and address of the Supplier and BMW CHINA - BMW CHINA supplier / vendor code - Purchase order number / call-off-order number - Invoice issue date or date - Trade description of the goods / services - Quantity - Amount - Invoice stamp or finance stamp 	<p>需向宝马中国提供普通发票（非增值税发票）的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 - 采购订单号/申购单号 - 开票日期 - 对交付物/服务的描述 - 数量 - 金额 - 发票专用章或财务专用章
<p>The Supplier who needs to provide oversea invoice to BMW CHINA must state the following details on its invoice; otherwise the invoice will be rejected:</p> <ul style="list-style-type: none"> - Complete name and address of the Supplier and BMW CHINA - BMW CHINA supplier / vendor code; - Purchase order number / call-off-order number; - 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 	<p>需从国外向宝马中国提供发票的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 - 采购订单号/申购单号 - 开票日期 - 对交付物/服务的描述 - 数量 - 金额 - 国际电联代码 - IBAN号或银行账号 - 签字或公司印鉴
<p>7.6 If deposits are agreed to be extended by BMW CHINA, they shall only be made in return for a bank guarantee provided by the Supplier.</p>	<p>7.6 如双方约定由宝马中国支付预付款，则须以供应商提供银行担保函为条件。</p>
<p>7.7 BMW CHINA may - at any time up until the expiry of two years after the final payment - demand the Supplier presenting the original receipts. This provision shall endure beyond the termination of this Service Contract.</p>	<p>7.7 宝马中国可以在支付最后一笔款项的两年之内的任何时间要求供应商提供原始收据。此条款在服务合同终止后仍然有效。</p>
<p>7.8 During the term of the Service Contract and two years after its termination, BMW CHINA may audit all BMW CHINA and/or BMW 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 documents, true and authentic, and give any necessary assistance. During the process of audit,</p>	<p>7.8 本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和/或宝马有关的账目进行审计，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的相关文件并给予任何必要的协助。审计期间，宝马中国或受聘审计师</p>

BMW China Automotive Trading Ltd.

宝马（中国）汽车贸易有限公司



BMW CHINA or the engaged auditors are entitled to inspect and copy all documents, relevant books, time-records and accounting procedures which are related to the Service Contract.	有权核查并复制所有与服务合同有关的文件、相关帐册、时间记录及会计程序。
8. Taxes	8. 税收
For the Supplier registered in a foreign country out of PRC, BMW CHINA shall, if required by PRC tax laws, withhold and pay the applicable tax(es) to local tax office before BMW CHINA remits the money to the Supplier. In this case, the Supplier will receive payment after tax. The Supplier must provide invoices which indicate the gross price of the Service Contract, i.e. the price on invoice should be the pre-tax price.	对于境外供应商，如中国税法要求，宝马中国应在向供应商付款之前代扣相关税款并缴付给当地税务机关。在此情况下，供应商将只收到税后服务费净额。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。
9. Assignment and Set-off	9. 转让与抵销
9.1 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 Service Contract to any third party.	9.1 供应商转让服务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，供应商不得将其服务合同项下的义务转让给任何第三方。
9.2 BMW CHINA shall have the right to offset Service Fee or other payables to the Supplier against any of its claims, recourses or indemnities receivable from the Supplier.	9.2 宝马中国有权将针对供应商的任何主张、追索或可从供应商取得的任何赔偿从应该支付给供应商的服务费或其他应付款中扣除。
10. Liability and Insurance	10. 责任与保险
10.1 The Supplier shall hold BMW CHINA harmless from, defended against and fully indemnified for any and all claims, damages, losses, expenses (such as legal fees and lawyer expenses) including personal injuries of any third parties (including BMW CHINA's directors, secondees and employees) and loss of BMW CHINA's properties as a result of or in connection with the Supplier's breach of or any action/inaction of the Supplier and/or the Supplier Personnel in relation to the performance of this Service Contract.	10.1 就由于供应商违反服务合同、或供应商和/或供应商人员与履行服务合同相关的任何行为（包括作为/不作为）所引起的或与之相关的任何及所有主张、损害、损失、费用（如诉讼费和律师费），对任何第三方（包括宝马中国的董事、借调人员和雇员）的人身伤害和宝马中国财产的损失，供应商应向宝马中国做出充分赔偿、为其辩护并使其免受损害。
10.2 With regard to the potential liability for personal injuries and damages to material assets of BMW CHINA, the Supplier and third parties in relation to or as a result of the Supplier's execution of the Service Contract, the Supplier must make available sufficient insurance coverage and, if requested by BMW CHINA, must furnish evidence of such insurance coverage. The insured to be covered by the insurance policies shall include BMW CHINA and its directors, secondees and employees. The specific insurance value shall be separately agreed upon by the parties.	10.2 就与供应商履行服务合同相关或由其引起的，基于宝马中国、供应商和第三方的人身伤害和重大财产损失所存在的潜在责任，供应商必须购买足够的保险，并且如果宝马中国要求，供应商必须提供已经购买该等保险的证明。上述保险的被保险人应包括宝马中国及其董事、借调人员和雇员。具体的保险价值应由双方另行约定。
10.3 The above insurance does not have the effect of limiting the Supplier's liability as provided in Clause 10.1.	10.3 上述保险并不构成对第10.1条供应商责任的限制。
11. Property Rights, Intellectual Property Rights and Rights of Use	11. 所有权、知识产权与使用权
11.1 All documents, advertising materials and other products which are made available to the Supplier or procured by the Supplier for the interest of BMW CHINA within the framework of this Service Contract shall remain the properties of BMW CHINA or become BMW CHINA's properties immediately upon being created.	11.1 在服务合同范围内提供给供应商的、或供应商为宝马中国的利益取得的全部文件、广告材料及其它交付物应为宝马中国的财产，或一经制作完毕即成为宝马中国的财产。
The Supplier is liable for ensuring that the properties owned by BMW CHINA will be handled with due care, and that any access to 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.	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。
11.2 All the intellectual property rights and proprietary user rights resulting from ideas, designs and results of the work carried out by the Supplier or any of the Supplier	11.2 供应商或任何供应商人员在服务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及专有使用

BMW China Automotive Trading Ltd.

宝马（中国）汽车贸易有限公司



<p>Personnel under this Service Contract shall be owned by BMW CHINA. If BMW CHINA can not 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 such intellectual property rights and proprietary user 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.).</p>	<p>权属宝马中国所有。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无偿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內容）等方面均不受任何限制。</p>
<p>These rights cover the right of use, performance, exhibition, transmission/broadcasting, distribution, duplication, editing, amendment and transfer (e.g. to trading partners). The rights also include the right to store the results of work in any form whatsoever.</p>	<p>前述知识产权包括使用权、表演权、展览权、播放/广播权、发行权、复制权、编辑权、修改权及转让权（例如向贸易伙伴转让）。该等权利亦包括以任何形式保存工作成果的权利。</p>
<p>The Supplier guarantees that the person who has any right to be named as the author of the goods/services created under this Service Contract will waive the right to be thus named for the use by BMW CHINA of relevant works in the course of its ordinary business operation. In this regard the Supplier shall fully indemnify BMW CHINA for any claims by third parties.</p>	<p>供应商保证，有权利作为服务合同项下的交付物或服务的作者而署名的人将就宝马中国在日常业务经营中对相关作品的使用放弃其署名权。如果由于第三方提出的与此相关的任何主张给宝马中国造成损失，供应商应全额赔偿。</p>
<p>11.3 The Supplier guarantees that the goods/services rendered thereby or by any of the Supplier Personnel are free from defect, and free from any possible claim of Intellectual property rights by third parties which could preclude or impair BMW CHINA's use of said goods/services.</p>	<p>11.3 供应商应确保其本身或任何供应商人员提供的交付物/服务不存在任何权利瑕疵，不受制于任何可能存在的、并可能排除或限制宝马中国使用该等交付物/服务的第三方知识产权主张。</p>
<p>The Supplier shall indemnify BMW CHINA for and hold BMW CHINA 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 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 Service Contract in accordance with the statutory provisions.</p>	<p>供应商应赔偿宝马中国与上述知识产权及专有使用权相关的任何及全部第三方主张（包括由于使用供应商提供的交付物/服务而可能对宝马中国提起的任何著作权主张）和/或相关损失，并使其免受损害。在处理上述主张或损害时，供应商应在适用法律允许的范围内以其自身名义并自负费用发起或参加任何必要的法律程序。上述法律程序不影响宝马中国根据法律规定主张损害赔偿和解除服务合同的权利。</p>
<p>12. Confidentiality and Advertising</p>	<p>12. 保密与宣传</p>
<p>12.1 The Supplier undertakes to keep confidential all commercial and technical information obtained from BMW CHINA in connection with the execution of the Service Contract as well as all work results. This shall not apply to the extent that it can be evidenced that the information concerned has been in the public domain or comes into the public domain not due to the Supplier's fault, or the Supplier has acknowledged the information concerned in a legal manner.</p>	<p>12.1 供应商承诺对所有与履行服务合同相关的从宝马中国取得的商业和技术信息以及所有工作成果予以保密。但是以上保密义务不适用有证据证明的以下相关信息：已为公众所知或非因供应商的过错而为公众所知；或已经被供应商合法获知的信息。</p>
<p>12.2 This obligation of confidentiality 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.</p>	<p>12.2 以上保密义务也适用于供应商人员，不论其合作模式和法律结构。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。</p>
<p>12.3 Any advertisements or other statements to the public or to the administrative agencies by the Supplier regarding its business relationship with BMW CHINA are permitted only with BMW CHINA's prior written consent, unless said statements are required by mandatory legal provisions.</p>	<p>12.3 供应商如果希望以广告或其它形式向公众或管理机构宣传或披露其与宝马中国的业务关系，应事先取得宝马中国的书面同意，但强制性法律规定要求披露的除外。</p>
<p>12.4 The above obligations under this Clause shall continue to endure beyond termination of this Service Contract.</p>	<p>12.4 本条所规定的前述义务在服务合同终止后仍将具有约束力。</p>

BMW China Automotive Trading Ltd.

宝马（中国）汽车贸易有限公司



<p>13. Private Data Protection</p> <p>The Supplier shall ensure that all persons entrusted for the performance of the Service Contract will observe the statutory provisions on private 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 Service 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.</p>	<p>13. 私人信息保护</p> <p>供应商应保证所有接受其委托以履行服务合同的人员均应遵守关于个人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私人信息转交第三方或以服务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私人信息保护法律的要求对私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。</p>
<p>14. Force Majeure</p> <p>14.1 If any party is prevented from executing this Service Contract by force majeure, that party shall not be held liable for the non-execution of its obligations. The force majeure events shall include 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>14.2 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 proof 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 Service Contract to the effect that the obligations of the parties not due under the Service Contract need no longer to be further performed.</p>	<p>14. 不可抗力</p> <p>14.1 如任何一方因受不可抗力影响而无法履行服务合同，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>14.2 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。受不可抗力影响的一方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的文件，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本合同，双方在服务合同项下尚未到履行期的义务无需继续履行。</p>
<p>15. Termination</p> <p>15.1 BMW CHINA shall be entitled to terminate the entire Service Contract or parts thereof at any time based on the terms of this Service Contract and the relevant provisions of laws.</p> <p>15.2 If the Supplier becomes unable to pay, ceases to make payments or if a petition is filed for the opening of insolvency proceedings or of court composition proceedings over the assets of the Supplier or its sole majority shareholder, BMW CHINA shall be entitled to terminate the Service Contract without prejudice to its other rights.</p> <p>15.3 If the Supplier is responsible for the grounds for termination or if the termination is effected under Clause 15.2 hereof, BMW CHINA shall only pay for such goods/services that have been rendered up until then in accordance with the Service 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 damages by BMW CHINA.</p> <p>15.4 If BMW CHINA is fully responsible for the grounds for termination, BMW CHINA shall reimburse the expenses proven having been incurred up until termination of the Service Contract as a direct result of the Order, including the costs resulting from the Supplier's commitments which cannot be undone. The Supplier shall not be entitled to any further claims for performance or damages by virtue of the termination. The intellectual property rights and/or rights of proprietary use attaching to the work results created up until the termination shall pass on to BMW CHINA in accordance with Clause 11 hereof.</p>	<p>15. 合同解除</p> <p>15.1 宝马中国有权依据服务合同项下相关条款约定及相关法律规定随时全部或部分解除服务合同。</p> <p>15.2 如果供应商无力偿还债务、中止付款、或针对供应商或其单一多数股东的资产进行破产清算或法院主持的债务重组程序已经被申请开始，宝马中国有权在不影响其它权利的前提下解除服务合同。</p> <p>15.3 如果供应商对合同解除负有责任，或者合同是依据本一般条款第15.2条被解除的，则宝马中国仅需对届时已经依据服务合同提供、其自身的完整性已经得到证明并且宝马中国可以使用的交付物/服务支付服务费。宝马中国主张损害赔偿的任何权利不受影响。</p> <p>15.4 如果合同解除完全是由于宝马中国造成的，宝马中国应向供应商补偿其截至服务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，包括因无法终止的供应商承诺所产生的成本。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/或专有使用权应依据本一般条款第11条的约定转交给宝马中国。</p>

BMW China Automotive Trading Ltd.

宝马（中国）汽车贸易有限公司



15.5	If any employee, associate, director, officer or shareholder of the Supplier is an affiliate of BMW CHINA or any of its employees, associates, officers or directors by any kind of relationship which might affect the impartiality of business relationship between BMW CHINA and the Supplier and/or the interest of BMW CHINA, including but not limited to being connected by relationship of family members or near relatives, the Supplier shall promptly inform BMW CHINA of such relationship in writing, provided that such relationship is identifiable with due care of general businessmen. In case the Supplier fails to inform BMW CHINA of such relationship in accordance with the provisions herein, BMW CHINA shall be entitled to terminate this Service Contract immediately.	15.5	如果供应商的任何雇员、董事、管理人员或股东是宝马中国或其任何雇员、管理人员或董事的关联方，该等关联关系可能系基于任何一种可能会影响宝马中国与供应商之间商业关系的公平性和/或宝马中国利益的关系而形成，包括但不限于家庭成员或近亲属关系，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。如果供应商未能依据本条约定将该等关系通知宝马中国，宝马中国有权立即解除服务合同。
16. Applicable Laws and Dispute Settlement		16. 法律适用与争议解决	
16.1	The formation, validity, construction, performance of this Service Contract, and settlement of any disputes arising herefrom shall be governed by and construed in accordance with the laws of the PRC.	16.1	本合同的签署、效力、解释、履行及由此所产生的争议的解决均应适用中国法律并依其解释。
16.2	In the event a dispute arises in connection with the interpretation or implementation of this Service 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.	16.2	由于解释或履行服务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。
16.3	The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly.	16.3	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。
16.4	The cost of arbitration shall be borne as specified by the arbitrators or in the arbitration award.	16.4	仲裁费用根据仲裁员的要求或仲裁裁决承担。
16.5	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 Service Contract.	16.5	在发生争议及争议处于仲裁时，除在争议中的事项外，双方应继续各自行使其在服务合同项下的其他权利，并应继续各自履行在服务合同项下的其他义务。
17. Miscellaneous		17. 其它	
17.1	In the event that a provision of these Terms and Conditions or other parts of the Service Contract is or becomes ineffective, the validity of the remainder of the Service Contract shall not be affected thereby. The parties are obliged to, in good faith, replace the ineffective provision with a valid provision which is reasonable and economical and has an equivalent outcome in terms of the subject matter, provided that the content of the Service Contract will not be materially changed thereby.	17.1	如果本一般条款或服务合同的其他组成部分的条款无效，服务合同其余内容的效力不受影响。合同双方应本着善意原则，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，前提是服务合同的内容没有较实质性改变。
17.2	Any amendments and additions to the Service Contract are required to be in writing and signed by both parties before taking effect.	17.2	对服务合同的补充、修订需经双方签署书面协议后方可生效。
17.3	If there are any discrepancies between the English and the Chinese versions of the Service Contract or these General Terms and Conditions, the English version shall prevail.	17.3	如服务合同或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。