

1. General 总则

(1.1) Unless otherwise agreed in writing or stipulated in the terms and conditions below, statutory provisions shall apply. The general terms and conditions of the vendor or supplier (also referred to hereinafter simply as the "Vendor") shall only apply if expressly acknowledged and agreed by us in writing.

除非双方另有书面约定或以下条款的规定，否则适用法律规定。供应商或供货方（以下统称“供方”）的一般条款与条件，仅在经我方书面明确确认并同意的情况下方可适用。

(1.2) Only orders placed by us in writing, using our signed company order forms, shall be binding; the same requirement shall apply to orders which are based on previous orders and to changes to orders already placed. Electronic signatures shall serve as a valid legal substitution of signatures given by hand. In the case of prolonged contractual relationships (limited or unlimited continuous obligations) applicability of the GTCP shall also extend to future contractual relationships with the relevant Vendor.

仅我方以书面形式并使用我方签署的公司订单所下达的订单具有约束力；该要求同样适用于基于以往订单而下达的订单以及对已下达订单的任何变更。电子签名视同有效的法律签名。在持续性合同关系（无论期限有限或无限）的情况下，本 GTCP 亦适用于未来与相关供方之间的合同关系。

(1.3) Submitted order has to be confirmed in written form by the Vendor, without necessity of comprising the submitted order's text, within 7 calendar days as of its receipt. Until receipt of your written order confirmation, our original submitted order is and remains free and revocable by us without cause at all times. Additional amendments and/or deviations of our original order text in terms of technical and/or commercial aspects must be marked and addressed unambiguously by the Vendor and shall only be legally effective when approved by us in written form.

供方须在收到订单之日起 7 个自然日内，以书面形式确认订单（无需逐字复述订单内容）。在我方收到供方书面订单确认前，我方提交的订单始终为自由且可随时无理由撤销。供方如对我方原订单在技术和/或商业方面进行任何补充、修改或偏离，必须明确标注并单独说明，并仅在经我方书面批准后方具有法律效力。

(1.4) No remuneration shall be paid for cost estimates/cost evaluation/quotation, plans and suchlike.

对成本估算、报价、方案、计划等不支付任何报酬。

(1.5) Where reasonable, we are entitled to change request of deliverables in terms of construction and performance. The Vendor shall cooperate accordingly. If the change results in a significant increase in the Vendor's costs or an extension of the delivery lead time, the Parties shall negotiate the content of such change and execute a written supplemental agreement. The Vendor shall not refuse or delay the implementation of the change on such grounds.

在合理范围内，我方有权要求对交付物在结构和性能方面进行变更。供方应予以配合。如变更导致供方成本显著增加或交付周期延长，双方应就变更内容协商一致并签署书面补充协议。供方不得以此为由拒绝或延迟履行变更。

2. Delivery 交付

(2.1) Unless not otherwise provided in the purchase order, delivery shall be effected according to DDP Incoterms 2020 at the location and in the quantities designated by us, under the agreed delivery terms, at the agreed lump sum (fixed) and during normal business.

除非采购订单另有约定，交付应按照 Incoterms 2020 的 DDP 条款、我方指定地点、数量、交付条件、按约定的一揽子（固定）价格，并在正常工作时间内完成。

3. Delivery Delays 交付延误

(3.1) Delivery lead times shall start from the date of written order. If the order or complete order is not delivered by that deadline, we may enforce our statutory rights without setting a period of grace for completion of the order or the outstanding part thereof. Delivery lead times shall only be construed as satisfied once all the contractual and legal obligations and where applicable, the necessary documentation (e.g. technical test documentation) has been delivered. In case of early delivery we shall be entitled to store the goods at Vendor's expense. Vendor shall hold us harmless and shall indemnify us for all costs and losses caused to us by the early delivery. If the early delivery is accepted, the purchase price shall be due on the basis of the agreed delivery lead time.

交付期限自书面订单日期起算。若订单或订单的任何部分未于期限内交付，我方有权直接行使法定权利，无需另行给予供应商履行订单或未交付部分订单的宽限期。仅在供方履行完全部合同及法律义务（包括必要的文件，如技术测试文件）时，方视为已满足交货期限要求。如发生提前交付，我方有权对货物进行存储，但由供方承担存储费用。供方应就因提前交付给我方造成的全部费用和损失予以赔偿并使我方免责。若我方接受提前交付，付款期限仍以原约定交付期限为准。

(3.2) Vendor must provide a notice to us of any anticipated delays in deliveries or part deliveries immediately in writing, stating the reasons and expected length of the delay. If we do not exercise our right in accordance with the previous clause, we may set a time period within which the Vendor shall complete the delivery. If that time period expires to no effect, we may cancel the contract for the entire delivery or the outstanding part thereof and purchase the goods from a third party at Vendor's expense.

供方须在预见可能发生延误时立即以书面形式通知我方，并说明原因及预计延误时间。如我方未根据前款行使权利，我方设定合理期限要求供方完成交付；期限届满仍未履行的，我方有权解除全部或未完成部分合同，并可由第三方替代采购，因此产生的所有费用由供方承担。

4. Transport 运输

(4.1) Deliveries shall be made in accordance with our transport instructions. If Vendor dispatches deliveries contrary to our transport instructions and without our express order, it shall be liable for any losses sustained by us as a result, including loss of earnings. Vendor shall notify us of delivery in writing well before goods arrive on our premises. Where no transport instructions are given, Vendor shall select the cheapest method of delivery that ensures goods arrive on time.

交付须遵循我方的运输指示。若供方违反我方运输指示且未经我方明确指示自行发运，由此给我方造成的全部损失（包括利润损失）由供方承担。供方应在产品抵达前提前以书面形式通知我方。若未提供运输指示，供方应选择在确保准时到达前提下的最低成本方式。

(4.2) Goods which we return to the Vendor shall be sent on Vendor's account and at Vendor's risks. Vendor shall contract adequate transport insurance at its own expense, such insurance shall be arranged on a basis that waives any right of recourse against us.

我方退回供方的产品，应由供方承担费用及风险。供方须自行购买充分的运输保险，该等保险应排除对我方的追索权。

(4.3) Delivery notices and packaging lists must be sent to and received by us prior to delivery and must quote our order number.

交货通知单和装箱清单须在交付前送达我方，并注明我方订单编号。

(4.4) Unless agreed otherwise, goods must be packaged in the standard commercial form or at least adequately packaged and protected against all forms of damage, including, where necessary, the provision of dunnage and supports, stacking arrangements, sea-fastening, the supply of lifting hooks and/or

equipment for loading and/or unloading operations, or any other arrangements as specified in the order. Any labelling requirements notified by us must be applied as described. Vendor's packaging materials shall be taken back free of charge after delivery has been effected.

除非另有约定，产品须按商业惯例或至少采取充分措施进行包装，防止任何形式的损坏，包括在必要情况下提供撑垫、堆装、海运绑扎、为工作的装（卸）载配备吊钩和/或装置或订单载明的其他约定。我方通知的标签要求须按要求粘贴。供方的包装材料在交付完成后须无偿回收。

(4.5) Goods valued over EUR 250,- which are purchased by us by open account shall be handed over by the Vendor to the person that picks up the delivery in our name, if the Vendor has verified the identity of the person by telephone confirmation of our materials management department.

单件价值超过 250 欧元、以赊账方式采购的产品，仅可在供方通过电话向我方物料管理部门核实提货人身份后，方可交付给我方提货人员。

(4.6) Goods shall only be delivered COD (cash on delivery) by express agreement.

货到付款（COD）方式须经特别书面约定方可适用。

5. Payment 付款

(5.1) We shall make payment following receipt of a verifiable invoice and due delivery/service. Payments shall be made in accordance with the payment terms agreed in the purchase order duly executed by both Parties.

在收到可核查的发票并完成合格交付/服务后，我方方予付款。付款应按照双方正式签署的采购订单中约定的付款条件执行。

(5.2) We shall require a single copy of invoices, except for consignments sent abroad, for which a duplicate invoice must be supplied. Invoices must quote the number and date of the order and delivery schedule, any additional data, unloading site, number and date of delivery note(s) and quantity of goods. We shall not be liable for any delay in payment caused by the Vendor's issuance of incorrect invoices or for any other reasons attributable to the Vendor.

通常仅提供一份发票；涉外发运须提供发票正副本。发票须注明订单号及日期、交货计划、卸货地点、交货单号及日期，以及数量。因供方提供错误发票等原因导致的任何付款延迟，我方不承担任何责任。

(5.3) We shall be entitled to offset all manner of accounts receivable and payable, including accounts owed to/payable by our affiliates.

我方有权对我方及关联公司之间的所有应收应付账款进行抵销。

(5.4) Vendor shall only be entitled to assign its rights or obligations under the contract subject to our prior expressed written consent. The transfer must quote the order number and invoice number.

供方仅得在事先取得我方书面同意的情况下转让其在合同项下的权利或义务，且转让须注明订单号及发票号。

(5.5) Non-conformities and defects of the goods or services shall entitle us to withhold payment.

如产品或服务存在不符合或缺陷情形，我方有权暂缓付款。

6. Passing of Risk and Transfer of Title 风险转移与所有权转移

(6.1) The risk shall, in principle, pass according to the agreed Incoterms 2020 clause.

风险原则上依据约定的 Incoterms 2020 条款转移。

(6.2) Unless otherwise agreed in writing, title to the Deliveries/Services (in particular also with respect to documentation, including transfer of the relevant rights to use the same) shall, in principle, pass

simultaneously with the risk or, if payment by installments has been agreed, with respect to the part of the deliveries/services concerned in no case later than upon payment (including by setoff, where applicable) of the installment agreed for that part and provided that the payment date is before the date the risk will pass according to the agreed Incoterms 2020 clause.

除非另有书面约定，产品/服务（包括相关文件及其使用权）的所有权原则上与风险同时转移；如约定分期付款，则最迟不晚于相应分期款项（包括抵销）支付完成之时，且支付日须早于风险根据 Incoterms 2020 转移之日。

7. Warranty 质保

(7.1) Vendor warrants that its deliveries/services will be provided as agreed in the contract and will be free from defects in quality and/or title of any kind both at the time of delivery and throughout the warranty period and will have the usually expected and, in particular, the specifically agreed properties.

供方保证其交付/服务符合合同约定，在交付时及质保期内不存在任何质量或权利瑕疵，并具备通常预期及特别约定的性能。

(7.2) Unless agreed otherwise, the warranty period shall be three years from commissioning or commencement of use. The warranty period shall start at new for replacement deliveries or repairs from the date on which the replacement or repair is completed and confirmed by us in writing.

除非另有约定，质保期为自投产或开始使用之日起 三年。更换或修理后的货物，质保期自其更换或修理完成并经我方书面确认之日起重新起算。

(7.3) The goods must be fit for the intended purpose, comply with our specifications, be the state of the art and be in line with current statutory requirements, relevant standards and the requirements of the authorities and professional associations.

货物须适用于预期用途，符合我方技术规范，达到现行技术水平，并符合适用法律法规、标准及主管机关和行业组织的要求。

(7.4) Vendor hereby waives objection of late notification of defects. Notification of defects shall be deemed to have been given in due time if given within the warranty period.

供方放弃因瑕疵通知迟延而提出的抗辩。在质保期内提出的瑕疵通知均视为及时。

(7.5) Our Acceptance or approval of drawings or designs submitted by the Vendor shall not be construed as waiver of any of our rights.

我方对图纸或设计的确认或批准不构成对任何权利的放弃。

(7.6) Our statutory rights notwithstanding, if Vendor fails to remedy defects or replace goods within the deadline set by us, we shall be entitled to remedy defects by ourselves or by third parties or to purchase the goods from a third party at Vendor's expense.

在不影响我方法定权利的前提下，如供方未在我方设定期限内修复缺陷或更换货物，我方有权自行或委托第三方修复，或向第三方采购，相关费用由供方承担。

(7.7) Vendor warrants that goods can be purchased and marketed without infringing third party industrial and other property rights, especially trademark, design, patent and copyrights and without infringing advertising laws. Vendor agrees to defend all such third party claims at its expense and to reimburse us for any related costs, and to hold us harmless and indemnify us in this respect.

供方保证货物的采购、销售不侵犯任何第三方的工业或其他知识产权（包括商标、外观设计、专利、著作权等），亦不违反广告法。供方须自费应对相关第三方索赔，并赔偿我方由此产生的全部费用及损失。

(7.8) Vendor undertakes to manufacture spare parts for goods delivered for at least 15 years after the date of the order in question. Vendor must submit a notice to us in writing if production of spare parts ceases. We shall be entitled following such notice to demand a delivery of spare parts for stock purposes.

供方须自订单日起至少 15 年内为交付货物提供备件。如停止备件生产，须书面通知我方；我方有权要求备货性采购。

8. Damages, Product Liability 损害赔偿及产品责任

(8.1) The Vendor shall be liable according to statutory provisions (including product liability provisions) for damage caused by Vendor (or persons attributable to him), including, but not limited to, personal injury or property damage to third parties, product recall costs, transportation expenses, inspection and testing costs, loss of profit, any compensation paid by us to customers (if any), and our costs for enforcing rights and remedies, including attorneys' fees and litigation costs.

供方应依照法律规定（包括产品责任法）对其自身或其可归责人员所致损害承担责任，包括但不限于对第三方的人身或财产损害、产品召回费用、运输费、检测费、利润损失及我方向客户支付的赔偿金（如有）、我方维权费用（律师费、诉讼费）等。

(8.2) We must be informed by written notice of any sub-contractors used by Vendor; however, such notice is not be construed as establishing any legal or business relations between us and sub-contractors. We shall be entitled without stating reasons to require that Vendor refrain from using sub-contractors named by us. Vendor shall be liable for the choice of and any fault on the part of its sub-contractors.

供方使用分包商须书面告知我方，但不构成我方与分包商的任何法律或业务关系。我方有权无须说明理由要求供方不得使用指定分包商。

(8.3) Vendor shall be liable both for his subcontractors and his suppliers as for himself, independent of the relevant influence on the provision of Deliveries/Services.

供方对其分包商及供应商的行为与过错承担无限连带责任。

(8.4) No limitations of liability are agreed.

双方不约定任何责任限制。

(8.5) Vendor further warrants that products ordered (including raw materials or sub-products) are free of defects within the meaning of the Product Liability Act, applicable laws and regulations, and industry standards in respect of their design, production and instructions. Vendor specifically warrants that, with the current state of the art, no defects could be identified in the products at the time of marketing.

供方进一步保证，所订购的产品（包括原材料或子产品）在《产品责任法》等法律法规、行业标准意义上的设计、生产及使用说明方面不存在任何缺陷。供方特别保证：按照当前技术水平，在产品投放市场时无法识别出任何缺陷。

(8.6) Supplier shall provide us with all information required in order to supply a defect-free product within the meaning of the Product Liability Act, relevant laws and regulations, and industry standards (e.g. operating instructions, warnings, approval specifications etc.). Should circumstances subsequently come to our attention that might substantiate a product defect within the meaning of the Product Liability Act, relevant laws and regulations, and industry standards, Vendor shall notify us of any such observations immediately in written form, hold us harmless and indemnify us against all third party product liability claims and reimburse all costs incurred in calling in defective products. Where products are called in, Vendor shall be liable to refund any purchase price already paid, plus our loss of earnings and any other costs incurred by us by reason of the unavailability of the goods ordered.

供方应向我方提供为确保产品在《产品责任法》等法律法规、行业标准意义上无缺陷所必需的全部信息（例如：操作说明、警示信息、批准/认证规范等）。如我方随后获悉任何可能构成《产品责任法》等法律法规、行业标准项下产品缺陷的情况，供方应立即将该等情况书面通知我方，并使我方免受损害、对所有第三方提出的产品责任索赔予以全额赔偿，同时补偿因召回缺陷产品而产生的全部费用。如发生产品召回，供方应负责退还我方已支付的全部购货价款，并赔偿我方因所订购货物无法供应而遭受的利润损失及其他一切费用。

(8.7) We shall not recognize any manner of limitations in Vendor's favor under the Product Liability Act, relevant laws and regulations, and industry standards or any obligations pursuant to any foreign product liability regulations or any limitations on any manner of compensation claims vested in us under that law or other provisions.

我方不认可任何在《产品责任法》等法律法规、行业标准项下有利于供方的责任限制，亦不认可基于任何外国产品责任法规的义务限制，或对我方依法或依其他规定所享有的任何赔偿请求权进行任何形式的限制。

(8.8) If our customers enforce claims against us, Vendor shall hold us harmless and indemnify us completely and pay any applicable damages. We shall assume that the products which we have received from the Vendor are products, for which the vendor is liable as manufacturer or importer. Should it subsequently appear that all or individual sub-products were not manufactured or imported by Vendor, Vendor shall nevertheless accept manufacturer's or importer's liability towards us.

如我方客户向我方主张权利，供方应使我方完全免责并承担全部赔偿责任。我方将视我方自供方取得的产品为供方作为制造商或进口商应承担责任的產品。即使事后发现全部或部分产品并非由供方制造或进口，供方仍应就其向我方承担制造商或进口商责任。

(8.9) It is expressly agreed that the P.R. China court with material jurisdiction shall also have sole jurisdiction for all product liability claims. Chinese product liability laws shall apply.

双方明确约定：对所有产品责任相关的索赔，中华人民共和国有管辖权的法院亦享有唯一管辖权；并适用中国的产品责任法律。

9. Quality and environmental management; REACH; RoHS 2; Conflict Minerals 质量与环境管理；REACH；RoHS 2；冲突矿产

(1) Vendor shall apply the quality principles and environmental management principles of the relevant standards including but not limited to ISO 9001, IATF 16949 (relevant to automobile-relevant upstream suppliers) and/or ISO 14001 or EMAS in providing his Deliveries/Services.

供方在提供交付物/服务时，应适用相关标准中的质量原则和环境管理原则，包括但不限于 ISO 9001、IATF 16949（适用于汽车产业链上游供应商）以及/或 ISO 14001 或 EMAS。

(2) Vendor shall ensure in an appropriate manner that the said obligations will also be complied with at the level of his agents/upstream suppliers. The relevant regulations of the Customer's QSE policy applicable at the time of conclusion of the contract and the regulations on REACH/RoHS 2/Conflict Minerals to be observed by the Vendor may be retrieved from the following internet addresses.

<https://www.voestalpine.com/group/en/group/compliance>

供方应以适当方式确保其代理人/上游供应商同样遵守上述义务。于合同订立时适用的客户 QSE 政策以及供方须遵守的 REACH / RoHS 2 / 冲突矿产相关规定，可通过以下网址获取：

<https://www.voestalpine.com/group/en/group/compliance>

(3) The criteria of energy efficiency and greenhouse gas efficiency will also be taken into account in the process of procuring energy-related goods. Upon our request Vendor shall provide additional data, such as information on consumption, the product life cycle (Life Cycle Assessment LCA) and relevant classifications according to efficiency classes.

在采购与能源相关产品时，亦将考虑能源效率及温室气体效率标准。应我方要求，供方应提供额外数据，包括消耗信息、产品生命周期（LCA）及依据能效等级作出的相关分类信息。

10. Force Majeure 不可抗力

(1) The parties shall be released from the duty of timely performance of the contract in whole or in part if they are hindered by events of force majeure.

如因不可抗力事件致使合同全部或部分无法按期履行，双方均可在相应范围内免除按期履行义务。

(2) Events of force majeure shall, but not limited to be war, strike organised by a union, armed- or unarmed riot, acts of God and fire.

不可抗力事件包括但不限于：战争、工会组织的罢工、有组织或无组织的骚乱、天灾及火灾。

(3) However, a Vendor who is hindered by an event of force majeure may claim force majeure only if he informs us about the start and the expected end of the disruption immediately and not later than five (5) calendar days after the event occurred.

但供方主张不可抗力的前提是：其须立即通知我方该等事件的发生及预计结束时间，且最迟不得晚于事件发生后 5 个自然日。

11. Our rights to rescind/dissolve the contract 我方解除/终止合同的权利

(1) Apart from the rights of rescission explicitly resulting from these GTCP we expressly reserve all rights to rescind or dissolve a contract to which we may be entitled by law or contract in connection with specific transactions or continuous supply relationships with the Vendor.

除本 GTCP 明确规定的解除权外，我方明确保留依法或依约就特定交易或与供方之间的持续供货关系解除或终止合同的一切权利。

(2) In addition, we shall, in particular, be entitled to dissolve existing contracts with the Vendor for important reason (cause) without notice or meeting formal requirements (notice of default, granting of a grace period, etc.) and with immediate effect.

此外，因重要理由（正当事由），我方有权在无需事先通知或履行任何形式要件（如违约通知、宽限期等）的情况下，立即解除或终止与供方之间的合同。

(3) Important reasons/causes include, but are not limited to, situations where the Vendor violates material (in particular contractual) obligations, reorganisation or insolvency proceedings or proceedings having similar effects are petitioned for or opened over the Vendor's assets or a petition for the opening of such proceedings is dismissed for lack of sufficient assets, in the case of a material change in the Vendor's corporate structure due to which it is unacceptable for us to adhere to the relevant contract for understandable reasons (e.g. an imminent loss of or harm to reputation or image) or in the case of violations of compliance regulations of these GTCP.

重要理由包括但不限于：供方违反重大（尤其是合同性）义务；就供方资产申请或启动重组、破产或具有类似效果的程序，或因资产不足而被驳回；供方公司结构发生重大变化，致使我方因合理理由无法继续履行相关合同（例如对声誉或形象造成即将发生的损害）；或违反本 GTCP 中的合规规定。

(4) In the case of our rescission or dissolution of the contract, we shall be entitled to all statutory and additional contractually agreed rights and claims against the Vendor. In addition, the contractor shall indemnify and hold us harmless in the case of a justified rescission or dissolution of the contract by the Vendor. 在我方依法解除或终止合同的情形下，我方有权主张全部法定及合同约定的权利与请求；此外，如供方正当事由解除或终止合同，供方亦应对我方予以赔偿并使我方免责。

12. Compliance; Code of Conduct 合规；行为准则

(1) The principles and guidelines for sustainable, ethical/moral and legally unobjectionable business conduct defined in the "Code of Conduct of voestalpine AG" and the related "Code of Conduct for voestalpine Business Partners" as amended from time to time may be retrieved from the internet address <http://www.voestalpine.com/group/en/group/compliance> and shall expressly be acknowledged and accepted by the Vendor.

《voestalpine AG 行为准则》及其不时修订的《voestalpine 业务伙伴行为准则》中关于可持续、道德/伦理及合法商业行为的原则和指引，可通过以下网址获取，并应由供方明确确认并接受：
<https://www.voestalpine.com/group/en/group/compliance>

(2) Vendor shall ensure in an appropriate manner that compliance with those principles and guidelines will be warranted by his agents/major subcontractors.

供方应以适当方式确保其代理人/主要分包商同样遵守上述原则和指引。

(3) Vendor reserves the right to check compliance with the Codes of Conduct upon prior notice, including on the Contractor's premises, to a reasonable extent and safeguarding the contractor's legitimate interests.

在事先通知的前提下，供方有权在合理范围内并在保障承包方合法权益的情况下，对遵守行为准则的情况进行检查，包括在承包方场所进行检查。

13. Confidentiality and Advertising 保密与宣传

(13.1) Vendor undertakes to treat all data and information obtained during the course of business with us as business secrets. This obligation shall extend to Vendor's employees and sub-contractors and shall apply even after termination of such business.

供方承诺将其在与我方业务往来过程中获得的全部数据和信息视为商业秘密加以保护；该义务同样适用于供方员工及分包商，并在业务关系终止后继续有效。

(13.2) Drawings, models, templates, designs and suchlike shall remain our property and shall not be divulged or otherwise made accessible to unauthorized third parties. Such items may only be reproduced to the extent needed in order to process the order.

图纸、模型、样品、设计等始终归我方所有，不得向未经授权的第三方披露或提供。仅在为履行订单所必需的范围内方可复制。

(13.3) Vendor shall only advertise that we are his customer with our prior written approval. The breaching party shall pay liquidated damages in the amount of RMB 200,000 and shall compensate us for all losses incurred, including but not limited to attorneys' fees and litigation costs arising therefrom. This clause shall survive the termination of the contract.

未经我方事先书面同意，供方不得对外宣传我方为其客户。违约方应支付 200,000 元人民币的违约金，并赔偿我方因此遭受的全部损失，包括但不限于由此产生的律师费和诉讼费用。本条款在合同终止后仍然有效。

14. Place of Performance, Place of Jurisdiction, Applicable Law 履行地点、管辖地及适用法律

(14.1) The place of performance shall be the delivery address supplied by us.

履行地点为我方指定的交货地址。

(14.2) P.R. China shall be the sole place of jurisdiction; however, we may also sue Vendor upon courts with jurisdiction in the place of its head office.

中华人民共和国为唯一管辖地；但我方亦可在供方总部所在地有管辖权的法院起诉供方。

(14.3) Chinese law shall apply. Application of the UN Convention on Contracts for the International Sale of Goods (Federal Law Gazette 1988/96) and the conflict of law rules are hereby excluded.

适用中国法律。明确排除《联合国国际货物销售合同公约》（1988/96 号联邦法律公报）及冲突法规则的适用。

15. Miscellaneous 其他

(15.1) If individual terms herein are invalid, the remaining terms shall still be binding. The invalid or unenforceable provision shall be deemed to be replaced with such legally permissible provision which comes as close as possible to the economic purpose of the invalid or unenforceable provision.

如本条款中个别条款无效，其余条款仍具约束力。该无效或不可执行条款应视为由在法律允许范围内、最接近其经济目的的条款所替代。

(15.2) Amendments to orders must be made in writing. Verbal agreements shall be null and void.

订单的任何修改均须以书面形式作出；口头约定无效。

(15.3) This clause, together with the orders and other written documents confirmed by both parties, constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, negotiations, or communications.

本条款与经双方确认的订单等书面文件共同构成双方的完整约定，取代先前所有口头或书面沟通。

(15.4) The Parties jointly agree that the appendices, receipts, notices, judicial documents in litigation or arbitration (including but not limited to summonses, pleadings, rulings, judgments, enforcement documents, arbitration documents, etc.), and other documents and materials under this GTCP shall be served in accordance with the service method and contact information specified in the purchase order. Where refusal of receipt or failure of service results from inaccurate contact information provided by one Party or from that Party's failure to timely notify the other Party in writing of any change to such information, service shall be deemed effective on the second day after the relevant information is sent by the other Party.

双方共同约定本 GTCP 项下附件、收据、通知、诉讼仲裁中的司法文书（包括但不限于传票、诉讼材料、裁定书、判决书、执行文书、仲裁文书等）及其他文件资料按采购订单约定的送达方式和信息进行送达。因一方预留的信息不准确、信息变更未及时书面告知另一方导致拒收或无法送达的，另一方在信息发出后的第二日即视为送达。

(15.5) In case of any inconsistency between the Chinese version of this GTCP and any translated version in other languages, the Chinese version shall govern.

若本 GTCP 的中文版本与其他语言的译文版本存在任何差异，以中文版本为准。