

# General Terms and Conditions of Purchase for China

## 1. General

The contract between **Polymetrix AG** and supplier shall enter into force upon receipt of supplier's written confirmation that the purchase order received from Polymetrix AG is accepted without any changes. A purchase order must be acknowledged immediately after its receipt by supplier. In case supplier does not provide Polymetrix AG with a written confirmation that the purchase order received from Polymetrix AG is accepted without any changes within three working days after its reception, Polymetrix shall not be bound by its purchase order anymore.

The confirmation of order by supplier shall bear the company name in Chinese and English, the official company seal and the signature of a person legally authorized to represent the company, as well as any other signature or seal, etc., as shall be affixed to a document in order for it to be legally binding for supplier.

By sending the confirmation of order, the supplier accepts the present General Terms and Conditions of Purchase. This General Terms and Conditions of Purchase shall always have priority over any Terms and Conditions of Supply of supplier to the contrary unless the latter has been expressly accepted in writing by Polymetrix AG. The same priority also applies to other terms included in the quotations and confirmation of order of supplier.

All agreements (including also, but not limited to orders, order confirmations, etc.) and legally relevant declarations of the parties as well as amendments to the contract must be made in writing to be valid.

## 2. Prices

Unless otherwise agreed all prices are understood to be in RMB. The prices listed in the purchase order of Polymetrix AG are fixed. The total price includes the price of all delivery items (hereinafter "**contractual subject matter**"), its transportation FCA [place of delivery] as defined in the purchase order (Incoterms® 2020), all taxes and duties as well as customs clearance, packing for road transport, marking (Clause 6) and the corresponding documentation (Clause 8).

The supplier shall not be entitled to offset its claims against Polymetrix AG. The same applies to the assertion of retention rights. Without the prior consent of Polymetrix AG the supplier shall not be entitled to assign any claims it may have to third parties or have these collected by any third party.

## 3. Invoicing and due date of payment

The total price shall be immediately invoiced after dispatch of the contractual subject matter, whereas the invoice being issued in duplicate. Unless otherwise agreed upon in writing and under the condition that the contractually owed subject matter is in accordance with the contract and free from defects, the invoice shall fall due within 30 days after its presentation. In the event of defective delivery, Polymetrix AG shall have the right to withhold an equivalent proportion of the payment until the defective part of the delivery has been duly remedied. If the contractually owed subject matter is defective, the payment become due 30 days after rectification of defect. Cash-on-delivery consignments or bills of exchange are not acceptable. Changes in the payment address shall be timely notified by supplier in writing.

## 4. Terms of delivery

The delivery of the contractual subject matter shall be made [FCA] to Polymetrix AG as specified in the purchase order (Incoterms® 2020). The delivery date specified in the purchase order is binding. Supplier has to immediately inform Polymetrix AG if it the contractual subject matter will not be supplied within the agreed delivery time. If the delivery deadline is not met, Polymetrix AG shall be entitled to insist on the supplier's due fulfilment of the contract or to terminate the contract without granting any extension of time. The supplier undertakes to inform Polymetrix AG of any foreseeable delays in writing and without undue delay. In case of delay in delivery, Polymetrix AG shall have the right to demand payment of damages equal to 0.3% of the respective total purchase price for each working day of delay. Such damages shall be deducted from any compensation payable in respect of the delivery. This shall not affect Polymetrix AG's right to claim further compensation for additional losses it suffers.

If the delivery date is prolonged by Polymetrix AG, supplier shall store the contractual subject matter in a sheltered storage space protected from weather exposure, and theft. Supplier is entitled to receive compensation in the event that the storage period exceeds 1 month.

## 5. Place of performance

Place of performance is the place of delivery (as per Incoterms® 2020) of the subject matter according to the contract. The place of performance for payment is Oberbüren, Switzerland.

## 6. Item-tag labeling / Identification of goods / Packing list & delivery note

All delivery items shall be clearly and readily visible and accessible marked. For this purpose Polymetrix AG sends supplier item-tag-labels in physical form. Supplier is obliged to attach the labels to the product.

A packing list & delivery note for each partial delivery including the information provided on the labels as well as the delivery note number, the amount of packages, gross and net weight and packing dimension (length x width x height) has to be supplied together with the delivery. Furthermore, a copy of each delivery note shall be sent to the email address: procurement@polymetrix.com. In return supplier will receive Polymetrix AG Packing list and shipping mark patterns, which are to affix clearly visible, waterproof on each side of the package.

## 7. Shipment, transport and insurance

Supplier is liable for damages due to improper packing and for damages sustained during transport and intermediate storage.

Partial, residual, advance, surplus and reduced shipments shall always be designated as such and shall be allowed only after prior written approval given by Polymetrix AG. Direct shipments to the customer of Polymetrix AG shall take place in neutral packaging. Supplier's Papers/documents/labels are neither allowed to be attached to the consignment, nor are they allowed to be affixed inside or outside of the package. An electronic copy of the shipping documents shall be sent to the email address: procurement@polymetrix.com. Upon request, supplier shall submit the number of transport / tracking number to Polymetrix AG. The supplier undertakes to take up product liability insurance that also provides an appropriate amount of coverage for product recalls, however at least RMB 1.5 million per claim (for item price > RMB 300'000 and at least RMB 60'000 per claim for item price < RMB 300'000).

## 8. Documentation

Each delivery has to comply with the rules and regulations applicable in the place of destination. If requested by Polymetrix AG in the purchase order, supplier shall provide instruction manuals and/or data sheets in English and Chinese language. Polymetrix AG has the right to demand retroactively certificates for delivered components or machines (including but without limitation to declaration of conformity, assembly statement). At the time of delivery instruction manuals and certificates requested in the purchase order shall be sent per email to the purchasing specialist in charge.

## 9. Warranty and correction of defects

The supplier warrants and represents that all services and deliveries are qualified for a correct, secure and economic use, that they meet the scientific and technological standards and that they are suitable for the intended use.

Polymetrix AG shall be entitled to make complaints about defects within the warranty period without observing any time limit for claims. In particular, any payment made by Polymetrix AG shall not constitute any acknowledgement with respect to quantity and quality and shall in no way affect the right of Polymetrix AG to make claims.

The warranty period is 24 months from the date of delivery. During the warranty period supplier shall immediately upon notice of defect by Polymetrix AG either repair the defective part or replace it by the same quality "DDP place of destination" (in case of export) of destination as defined in the purchase order (Incoterms® 2020). The warranty period with respect to replaced or repaired parts shall commence anew, as from replacement respectively completion of the repair. If supplier fails to immediately meet his warranty obligations partly or in full, Polymetrix AG shall be entitled at its own discretion to either claim remedy of defects, to have it remedied by third parties at supplier's expenses or to ask for a price reduction or to return the contractual subject matter supplied against reimbursement of any payment already made. This shall not affect any further statutory or contractual claims, which Polymetrix AG might have.

Polymetrix AG reserves the right to claim damages from supplier for non-performance or poor performance for products manufactured according to supplier's design. In case of litigation or arbitration between the customer and Polymetrix AG, supplier shall immediately after notification thereof participate in the litigation or arbitration. If supplier does not take part in the litigation or arbitration, it shall unconditionally accept the concessions made by Polymetrix AG towards the customer concerning the contractual subject matter that he has supplied.

## 10. Blueprints, directives and instructions, technical documentation, specimens and production means of Polymetrix AG

Blueprints, directives and instructions, technical documentation such as drawings and calculations and specimens etc. made available by Polymetrix AG to supplier shall be binding. Supplier shall verify information provided by Polymetrix AG and in case of doubt, consult Polymetrix AG.

Polymetrix AG reserves all rights on its blueprints, directives and instructions, technical documentation, specimens, etc. provided to supplier. Any documentation of products and production processes (including but without limitation to production technologies, related gadgets and models) and documents containing know-how of Polymetrix AG as well as copyrights thereof remain in the property of Polymetrix AG and shall not be made accessible to third parties (including sub-suppliers), not be duplicated and not be used for any other purpose than for the fulfilment of the contract concluded with Polymetrix AG. Exceptions hereto require the prior written approval of Polymetrix AG. The supplier shall obtain corresponding undertakings from its sub-suppliers before engaging such sub-suppliers.

Supplier shall immediately return all blueprints, directives and instructions, technical documentation, specimens to Polymetrix AG after fulfilment of all contractual obligations or after premature termination of the contract.

## 11. Patents and protective rights

Supplier warrants that no patent rights, protective rights or other rights of third parties (e.g. computer software copyrights) are violated by the supply or by the utilization of the contractual subject matter and it shall fully indemnify Polymetrix AG against any claims of third parties resulting from the infringement of intellectual property rights anywhere in the world. The indemnification obligation shall also cover losses of Polymetrix AG including the costs of necessary legal action.

In case of an infringement of patent rights, protective rights or other rights of third parties, Polymetrix AG shall be entitled at its own discretion and regardless of whether supplier is at fault or not, to cancel the contract and/or to claim damages from supplier.

## 12. Safety and accident prevention / Official and legal requirements and regulations

The supplier guarantees that the contractual subject matter shall comply with the state of the art, the machine safety laws and other pertinent laws, standards and guidelines, in particular on safety, accident prevention and on threshold values for radioactivity, each applying at the time of supply. Supplier shall be liable, without any time limit, for any damage resulting from inadequate fulfilment of pertinent laws, standards and guidelines by supplier or its sub-suppliers.

## 13. Secrecy and restriction of use

Supplier shall not be allowed, without prior written permission of Polymetrix AG, to make any contractual agreements or information of technical or commercial nature received in relation to this contract, accessible to third parties or to use them for other purposes than for the fulfilment of the contract. The secrecy obligation and restriction of use shall remain valid for three years after the fulfilment or the premature termination of the contract. If the secrecy obligation or the restriction of use is violated, Polymetrix AG shall be entitled to claim damages from supplier.

## 14. Taxes

All taxes in connection with and in the execution of this contract to be levied by the Chinese Government in accordance with the tax laws in effect shall be paid by supplier, unless the respective payment shall be made by Polymetrix AG according to mandatory taxation laws or regulations of the People's Republic of China. All taxes are subject to the Agreement for the Avoidance of Double Taxation between the People's Republic of China and Switzerland.

## 15. Quality

Supplier shall manufacture the contractual subject matter according to the technical form and/or drawings received by Polymetrix AG. Supplier is obliged to check the contractual subject matter to be supplied for completeness, operability and quality. Parts, components or equipment rejected by Polymetrix AG shall be returned at supplier's expense and risk. In such a case, a compensation delivery shall be effected by supplier without delay. If the contractual subject matter are partly or fully manufactured according to the specification of Polymetrix AG, supplier is obliged to inform Polymetrix AG about any changes in production respectively testing methods (e.g. production process, materials and tools, production location, sourcing, geometries). Only after express written release of a change by Polymetrix AG, is supplier entitled to apply an adjusted or new production method respectively testing procedure for the fulfilment of purchase orders placed by Polymetrix AG. Furthermore, the contractual subject matter has to be preserved in such a way that if packed no damages occur due to corrosion, handling, transport etc. as well as receiving and storage outdoors at least until 12 months after delivery.

## 16. Inspection

Polymetrix AG is entitled to conduct a pre-shipment inspection before the delivery of the contractual subject matter. The contractual subject matter shall not be released for shipping before the pre-shipment inspection has been completed successfully.

**17. Advertising**

The use of an order placed by Polymetrix AG or the business relation with Polymetrix AG for advertising or promotion purposes strictly requires the written consent by Polymetrix AG.

**18. Further terms and conditions**

The present General Terms and Conditions of Purchase is written in English, whereas a Chinese translation might be provided. However, even if a Chinese translation is provided, the English text shall still be the prevailing version.

**19. Place of jurisdiction and applicable law**

Any dispute arising out of or in connection with the contract between the Parties (including but without limitation to this General Terms and Conditions of Purchase), including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of Arbitration Institute of the Stockholm Chamber of Commerce ("SSC").

The seat of arbitration shall be Stockholm.

The Tribunal shall consist of a sole arbitrator.

The language of arbitration shall be English.

The contract between the Parties (including but without limitation to this General Terms and Conditions of Purchase) is governed by the substantive laws of Sweden, without regard to principles of conflicts of laws.

**Polymetrix AG  
Sandackerstrasse 24  
CH-9245 Oberbüren**

## 国内采购通用条款条件

### 1. 总则

**Polymetrix** 公司和供应商之间签订的合同应正确无误, **Polymetrix** 认可供应商的书面确认后正式生效。供应商收到订单后应立即确认。如果供应商在 3 个工作日内不能书面确认 **POLYMETRIX** 正确无误的订单, **Polymetrix** 将不受此订单的法律约束。书面订单确认应载有中英文公司名称、公章和合法授权人的签名, 以及其它具有法律约束力的签名或签章等。

通过返回订单确认, 供应商接受此通用条款条件。本通用条款条件优先于供应商提供的任何其他条款条件, 除非 **Polymetrix** 书面明确表示接受后者。此条同样也适用于包含在供应商提供的报价和订单确认内的其他条款。当事各方的所有协议、合法的相关声明以及合同的修订, 必须以书面形式才可生效。

### 2. 价格

除非另有约定, 货币单位为人民币。**Polymetrix** 的采购订单中所列价格为固定价格。总价包括所有交付货物的价格(以下称“合同标的物”)。采购订单中的 **FCA** 交货地点、所有税收、关税、通关、公路运输包装、标识(条款 6)和相关文件(条款 8), 定义见 2020 年国际贸易术语解释通则。

供应商无权向 **Polymetrix** 要求抵消转移款额, 同样地也无权保留抵消转移权。不经 **Polymetrix** 事先同意, 供应商无权将其关联的第三方的任何抵消或反索赔要求转移给 **Polymetrix**。

### 3. 发票和付款日期

合同标的物发运后应即刻开具发票。除非另有书面约定和条件, 合同标的物应符合合同条款且质量合格。发票开具后 30 天之内付款。如果交付货物质量不合格, **Polymetrix** 有权扣留相应款项, 直到质量问题得到及时解决。对于不合格的合同标的物, 在其整改完毕后 30 天之内付款。不接受货到付款方式和汇票支付方式。供应商应及时书面通知付款帐号等变化。

### 4. 发货

合同标的物的交付由采购订单中定义的 **FCA** 交货地点 (根据 2020 年国际贸易术语解释通则)指定。在采购订单中约定交货日期。如果不能在约定的交货期交付合同标的物, 供应商必须立即通知 **Polymetrix**。如果在截止期仍不能交货,**POLYMETRIX** 有权不准延期, 或履行到期合同或解除合同。供应商应承诺书面通知 **Polymetrix** 任何可预见的延迟或没有不当延期。若迟延交付,每延迟一个工作日 **Polymetrix** 有权要求供应商赔偿相应采购总价的 0.3%。该赔偿不包含延迟交货的应赔金额, 也不影响 **Polymetrix** 对蒙受的额外损失要求进一步索赔的权利。如果 **Polymetrix** 要求延期, 供应商应将合同标的物置于安全场所以免于露天存放和失窃。若存放时间超过一个月, 供应商有权获得补偿。

### 5. 履行地点

合同履行地点即为合同标的物的发货地点 (根据 **INCOTERMS 2020**)。付款履行地为瑞士 **Oberbüren** 市。

### 6. 货物的标识/认定/装箱单以及交货通知

所有交付货物应当有标识并清晰易见。**Polymetrix** 会将货物标识的外观样式发给供应商。供应商则有义务将标识张贴在包装内外部。装箱单有及交货通知必须包括标签上的信息以及交货通知单编号、包装数量、毛重、净重和包装尺寸(长\*宽\*高)。供应商将装箱单及交货通知文件发至 [procurement@polymetrix.com](mailto:procurement@polymetrix.com), 收到 **Polymetrix** 装箱单和发货唛头的样式后, 用防水、清晰易见的材料张贴于外包装的每一面。

### 7. 装货、运输和保险

供应商应承担包装不当、运输和途中存放所蒙受的损失的赔偿责任。只有经过 **Polymetrix** 的事先书面准许和指定, 供应商才能分批发货、留余发货、提前发货、额外多发、减少发货。直接给 **Polymetrix** 客户的发货应为中性包装。供应商自己的纸张/文件/标签既不允许随货物发出, 也不允张贴于包装内外部。运输单据电子副本应发至 [procurement@polymetrix.com](mailto:procurement@polymetrix.com)。供应商应提供运单号给 **Polymetrix** 供跟踪查询。供应商应承担产品责任险, 该险种应包含适量的产品召回险。对于货值大于 30 万元的, 每一笔保险的赔付额至少为 150 万元; 对于货值小于 30 万元的, 每笔赔付额至少应为 6 万元。

### 8. 文件

交货必须遵守目的地适用法规。若 **Polymetrix** 在订单中要求, 供应商应提供中英文的产品操作手册和/或参数规格表。**Polymetrix** 有权要求追溯交付部件或机器的证书 (如符合标准的声明、装配书)。交货时, 采购订单要求的操作手册和证书应电邮给负责的采购人员。

### 9. 保证和不合格品保修

供应商应当确保所有的服务和发货质量合格、规格正确、性能安全经济, 符合科技标准和使用目的。

**Polymetrix** 有权在保修期内不遵循索赔期限而投诉不合格品。特别是 **Polymetrix** 的任何付款并不意味着对数量和质量的承认,也不影响 **Polymetrix** 的索赔权利。保修期为从交货日期之后 24 个月。保修期内, 供应商一经接到 **Polymetrix** 的不合格通知, 应立即维修或替换不合格品。若工厂位于中国, 应安装合格的货品并试产; 若出口, 合格品的贸易方式则为“**DDP 目的地**”(2020 年国际贸易术语解释通则)。替换或维修的保修期内应从替代或维修完成的日期重新开始。如果供应商不能立即履行部分或全部的保修义务, **Polymetrix** 有权自行决定向供应商或要求报销第三方收取的维修费用, 或要求降价, 或要求退款。这也不将影响 **Polymetrix** 可能采取的任何法定或进一步的索赔, 此外, 对于供应商提供设计却性能不达标的产品, **Polymetrix** 有权向其索赔。若客户和 **Polymetrix** 发生诉讼, 供应商得到通知后应立即参加诉讼。如果供应商不参与诉讼, 应当无条件接受 **Polymetrix** 对客户的调解要求。

### 10. 蓝图、**Polymetrix** 的指导和说明、技术文件和生产方法

**Polymetrix** 向供应商提供的蓝图、指导、说明、技术文件如图纸、计算书、样本等均具有法律约束力。供应商应核实 **Polymetrix** 所提供的信息, 如有疑问请咨询 **Polymetrix**。向供应商提供的蓝图、指导、说明、技术文件如图纸、计算书、样本等的所有权归 **Polymetrix** 所有。任何产品文件和生产工艺(如生产技术、相关工具和模具)和包含 **Polymetrix** 专利或版权均属 **Polymetrix** 所有, 不得提供给第三方, 不得复制, 也不得用于其他任何目的。事先经 **Polymetrix** 书面批准的例外。合同一经履行完毕或提前解除, 供应商应立即归还所有的蓝图、指导、说明、技术文件如图纸、计算、样本等给 **Polymetrix**。

### 11. 专利和保护权

供应商应保证合同标的物的供应和使用不侵犯专利权、保护权或其它第三方的权利(如计算机软件版权), 并应当充分保证 **Polymetrix** 免于第三方的任何索赔。若发生侵犯专利权、保护权或第三方的其他权利, 无论供应商是否侵权, **Polymetrix** 有权自行决定解除合同和/或索赔违约金。

### 12. 安全和事故预防措施 / 法律法规

合同标的物应符合目前的工艺水平、设备安全法律和其他相关法律、标准和指导方针, 特别是要符合安全、事故预防和放射性阈值方面的现行法律法规。对于供应商及其子供应商未充分执行相关法律、标准和指导方针而造成的任何损害, 供应商及其子供应商都应在任何时候承担责任。

### 13. 保密义务和限制使用

未经 **Polymetrix** 事先书面许可, 供应商不得泄露任何与本合同相关的协议、技术、商业信息给第三方或用于其他非履行本合同的目的。保密义务和限制使用条款在合同履行完毕或提前终止之后 3 年内有效。如果违反保密义务或限制使用条款, **Polymetrix** 有权向供应商索赔违约金。

### 14. 税

所有中国政府征收的与执行本合同有关的税收应由供应商缴纳, 除非中国税法强制规定由 **Polymetrix** 缴纳。所有税收应以中国和瑞士之间签订的避免双重征税的协议为准。

### 15. 质量

供应商应根据 **Polymetrix** 的技术参数和/或图纸生产合同标的物。供应商有义务检查所供产品的完整性、可操作性和质量。**Polymetrix** 拒收的零件、部件或设备, 供应商应自行承担往返成本和风险。在这种情况下, 供应商不得延迟往返送货。如果部分合同标的物的生产过程中发生变更, 供应商有义务告知 **Polymetrix** 生产或试验方法中的任何变更事项(如制造工艺、材料和工具、生产地点、采购渠道、几何尺寸)。只有 **Polymetrix** 提出明确的书面变更, 供应商才有权采用或调整新的生产方法或试验方法。此外, 合同标的物须有合适的包装以免于腐蚀、装卸、运输过程中的损害, 以及交货后至少在室外条件下接收和保存 12 个月。

### 16. 检查验收

**Polymetrix** 有权在合同标的物发货前进行检查验收。合同标的物验收达标后方可发货。

### 17. 广告

要求将 **Polymetrix** 的订单或相关的业务关系用于广告或促销时, 须征得 **Polymetrix** 的书面同意。

### 18. 其它

本通用条款条件以英文写就, 若提供中文译文, 也以英文为准。

### 19. 仲裁地及适用法律

如果买方和卖方之间在什么时候发生的与本合同有关或产生于本合同或实施相应项目过程中的任何问题、争议、和争执不能友好解决, 任何一方应有权将该事项提交给斯德哥尔摩商会仲裁院(SSC)。仲裁地点为斯德哥尔摩。仲裁庭应包括一名仲裁员。仲裁语言为英语。不考虑法律冲突的前提下, **Polymetrix** 和供应商之间的合同(包括但不限于本通用条款条件)适用于瑞典法律。

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