


供应商编号: Vendor No.:	<b>Standard Terms and Conditions of Purchase for PUR-NPM &amp; PUR (WILO SE &amp; SUBSIDIARIES)</b> <b>PUR-NPM 与 PUR采购标准条款和条件 (威乐水泵集团与子公司)</b>	
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## § I General information 基本信息

- (1) The written agreement including the WILO Standard Terms and Conditions of Purchase alone shall be pertinent for the legal relationship between WILO SE or its SUBSIDIARIES (also see Annex “WILO SE subsidiaries”, hereinafter: “WILO”) and the contracting partner. This document comprises any and all provisions concerning the subject matter of the present agreement established between the parties to the agreement. Any oral agreements between the contracting partners prior to conclusion of this agreement are not legally binding and oral agreements between the parties to the agreement shall be replaced by the written agreement unless it is expressly indicated that they continue to be legally binding. Additions and amendments to the agreed provisions, including the present Terms and Conditions require written form. With the exception of Managing Directors or authorized signatories, the contracting partner’s employees are generally not authorized to enter into any oral agreements deviating therefrom; exceptions from this provision may be agreed between the two contracting parties in writing. To comply with the required written form, the above communication may be transmitted by facsimile, qualified email (electronic signature), RDT (remote data transmission, e.g. via modem, ISDN, Datex-P, etc.), EDI (electronic data/document interchange); otherwise, transmission by telecommunication means shall not be sufficient.
- “威乐采购标准条款和条件”的书面协议对于威乐水泵集团或其子公司（请详见附件“威乐水泵集团子公司”，以下简称“威乐”）与缔约伙伴之间的法律关系是直接相关的。本文件包含了与协议双方之间订立的当前协议标的相关的任何及所有规定。缔约伙伴之间在缔结本协议之前达成的任何口头协议不具有法律约束力，并且，协议双方之间的口头协议应由书面协议取代，除非明确指明这些口头协议将继续具有法律约束力。对达成一致的规定，包括本“条款和条件”，的添加和修订，必须采用书面方式。除非是常务董事或授权签字人，缔约伙伴的雇员一般无权达成内容与之存在偏差的任何口头协议；关于这一规定，如有例外，可以由缔约双方以书面方式加以约定。为了遵守关于书面方式的要求，上述沟通可以通过传真、限制电邮（电子签名）、RDT（远程数据传输，如通过调制解调器、ISDN、Datex-P等）、EDI（电子数据/文件交换）进行传输；否则，通过电讯方式进行传输是不满足要求的。
- (2) Information provided by the contracting partner of WILO about the subject matter of the delivery or service (e.g. weight, use values, load-bearing capacity, tolerances and technical data) as well as illustrations of the same by WILO (e.g. drawings and illustrations) are relevant in that they represent the basis for usability as intended by the contract as well as exact consistency. In that respect, they represent guaranteed properties and characteristics as well as descriptions or identifications of the delivery or service. Variations customary in the trade and variations ensuing from statutory regulations or which constitute technical improvements as well as replacing components by parts of the same standard shall only be admissible after prior consent by WILO and insofar as they do not adversely affect the use for the contractually intended purpose.
- 威乐缔约伙伴提供的关于交付或服务标的的信息（如重量、使用价值、承载能力、公差和技术参数）以及威乐提供的与之相关的说明（如图纸和插图）是相关的，因为它们代表了合同期望实现的可用性的基础以及精确的一致性。关于这一方面，它们代表了保证性能和特性以及对交付或服务的描述或鉴定。只有在获得威乐事先同意并且不会对合同期望实现的用途产生不利影响的情况下，才能进行行业内习惯的变更和由于法令规定而进行的或构成技术改良的、以及用相同标准零件替换组件的变更。
- (3) Unless orders or assignments by WILO contain no explicit commitment period, WILO shall be bound by them for the period of 1 week starting on the order date. Access to the declaration of acceptance at WILO represents the relevant point in time with respect to timely acceptance by WILO’s contracting partner.
- 除非威乐下达的订单或任务不含有明确的承诺期，否则威乐受订单或任务约束的期间为自订单日期起1周。访问威乐的接受声明代表了关于威乐的缔约伙伴及时接受的相关时间点。
- (4) WILO is authorised to change the time and place of delivery as well as the type of packaging by means of written communication and up until a minimum of 3 working days prior to the agreed date of delivery. The same shall apply to changes in standardised product specifications to the extent that they can be implemented within the scope of the contracting partner’s regular production process and without requiring significant additional expenses or resources; with respect to the latter a notification period of at least 7 working days shall apply.
- 威乐有权通过书面沟通方式，最晚在约定的交付日期之前3个工作日，变更交付的时间和地点以及包装类型。这一规定同样适用于对标准化产品规格的变更，前提条件是，这些变更能够在缔约伙伴的正常生产流程范围内加以实施并且无需大量的额外费用或资源；关于后者，威乐须至少提前7个工作日进行通知。
- WILO shall only reimburse the contracting partner for appropriately substantiated and reasonable costs additionally incurred as a consequence of the changes under the proviso of a separate written prior agreement in that respect.
- 如果要威乐补偿缔约伙伴因此类变更而额外产生的有适当证据证明并且是合理的费用，须就此事先达成书面协议。
- In case such changes initiated by WILO cause delivery delays that cannot be reasonably avoided within the scope of the contracting partner’s regular production and business operations, the original delivery date is postponed, accordingly. The case of delay in delivery including the ensuing legal consequences or obligations stipulated as per individual contract shall expressly remain unaffected by the above. The contracting partner shall thoroughly assess the additional costs or delay in delivery to be expected and notify WILO thereof in good time prior to the delivery date but at least within 7 working days after receiving our notification pursuant to Sentence 1 or Sentence 2 in writing.
- 如果威乐进行的此类变更导致在缔约伙伴正常的生产和经营活动范围内无法合理避免的交付延迟，则原来的交付日期应相应推迟。交付延迟的情况，包括由此发生的法律后果或单项合同规定的义务，在此明确规定不受上述内容影响。缔约伙伴应对预计产生的额外费用或交付延迟进行彻底评估，并在交付日期之前将评估结果及时通知威乐，但其通知时间至少应在收到我们按照本款第1句或第2句规定发出的书面通知之后7个工作日内。
- (5) WILO is authorised to cancel the agreement by means of a written declaration specifying the reasons if WILO has no use for the products ordered in their business operations any longer based on circumstances manifesting themselves after conclusion of

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contract. In this case, WILO undertakes to pay the contracting partner for its partial performance at cost as specified by the contracting partner ("open book principle").

如果在缔结合同之后, 相关情况表明威乐在其经营活动中已不再需要使用订购的产品, 则威乐有权通过书面声明的方式取消协议, 声明中须说明取消原因。在此种情况下, 威乐承诺按照缔约伙伴说明的因部分履约而产生的成本向其付款 (“开放原则”)。

- (6) The contracting partner shall discuss the scope of supply and performance including all drawings potentially required (CAD format) and all CE conformity declarations to be submitted, documentation and other papers as well as all necessary scheduling shall be discussed with the WILO project management team. The contracting partner, service provider or other contracting partner of WILO (including all contractors used by contracting partners of WILO) are obliged to examine any and all documents and information submitted regarding their accuracy, completeness, appropriateness and usability for implementing the assignment; this applies in particular with respect to the documents and information submitted by WILO. Insofar as variations or similar deviations are identified with regard to the documents and project requirements submitted by WILO, the contracting partner is obliged to immediately notify WILO thereof in writing and to provide a corresponding solution approach.

缔约伙伴应与威乐的项目管理团队就供货范围和履约进行协商, 包括可能需要的所有图纸 (CAD格式) 和将要提交的所有CE相符声明, 文档和其它文件以及所有必要的安排都应和威乐的项目管理团队协商。缔约伙伴、服务供应商或威乐的其它缔约伙伴 (包括威乐缔约伙伴使用的所有承包商) 都有义务检查提交的任何及所有文件和信息在准确性、完整性、适当性以及可用性方面是否满足实施任务的要求; 这一规定特别适用于威乐提交的文件和信息。只要发现威乐提交的文件及项目要求存在变更或类似偏差, 缔约伙伴就有义务立即将情况以书面方式通知威乐并提供相应的解决办法。

- (7) The contracting partner is well-acquainted with the assembly sites and places of delivery, application or performance as well as the subsequent operating conditions of the plants to be set up and the services or products to be delivered. Consequently, it shall take into account all conditions and factors that may affect plant assembly, machinery or execution of the order and delivery of the product, respectively.

缔约伙伴需非常熟悉将要建立的工厂和将要交付的服务或产品的组装现场和交付地点、应用或性能以及此后的工作条件。因此, 缔约伙伴应分别考虑好可能会影响工厂组装、机械或订单执行以及产品交付的所有条件和因素。

- (8) The contracting partner is obliged to acquaint itself with the current version of the relevant Annex "Safety requirements for contractors" as well as all associated specific "work permits" prior to entering the WILO premises and beginning of work. The contracting partner's assignment is in fact binding only subsequent to acknowledgment and observation of the above provisions.

缔约伙伴在进入威乐经营场所并开始工作之前, 有义务先熟悉和掌握相关附件“承包商安全要求”的当前版本内容以及所有相关的特定“工作许可证”。事实上, 缔约伙伴的任务只有在确认并遵守上述规定的前提下才具有约束力。

Moreover, the contracting party undertakes to instruct all employees to be assigned to the respective premises, accordingly. The respective employees concerned are obliged to confirm in writing that they have received above instruction using the form "work permit" and to hand it over to the respective project leader prior to starting on the respective assignment.

此外, 缔约伙伴承诺对将要指派到各个场所的所有雇员进行相应指示。各个相关雇员有义务用“工作许可证”的形式书面确认他们已收到上述指示, 并在开始各项任务之前将“工作许可证”上交给各个项目负责人。

WILO expects the above documents to be common knowledge and available on site. Insofar as the contracting partner is not familiar with the above documents, e.g. from previous assignments, they are to be requested from WILO as a matter of cause. In urgent cases (e.g. emergencies), the documents mentioned above may also be requested directly from WILO upon entering the company site by the contracting partner and are to be signed and returned to WILO prior to carrying out the assignment.

威乐希望上述文件成为常识并在现场能够随时获得。如果缔约伙伴不熟悉上述文件, 例如从此前的任务中, 应向威乐要求提供这些文件。在紧急情况下 (例如, 突发事件), 还可以在缔约伙伴进入公司现场时直接向威乐要求提供上述文件, 然后在执行任务之前签字并归还给威乐。

- (9) The contracting partner confirms to have any and all qualifications, confirmations, instruction certificates, certifications and official authorisations and to fulfil any and all additional requirements associated with the performance of services. The contracting partner (or third party assigned to the task) is responsible for dealing with matters concerning tax and social security law as well as a potential business registration.

缔约伙伴确认其拥有任何及所有资质、批准、指示证明、认证和正式授权, 并能够满足与履行服务相关的任何及所有额外要求。缔约伙伴 (或指派负责任务的第三方) 负责处理与税务和社保法律以及潜在营业登记有关的事宜。

- (10) WILO shall not be charged for enquiries, draft quotes, orders, visits, diagrams (CAD drawings, preliminary reports, projects, other drafts, etc. (no pay or compensation).

不得就咨询、草稿报价、订单、参观、图表 (CAD图纸、初步报告、项目、其它草稿等向威乐收费 (无付费或报酬)。

- (11) WILO will not provide any separate reimbursement for expenses or other working equipment (e.g. rental equipment, etc.). Exceptional reimbursement for the contracting partner requires prior (written) approval by WILO.

威乐不对开支费用或其它工作设备 (例如租赁设备等) 提供任何单独补偿。如果要对缔约伙伴进行例外补偿, 须经威乐事先 (书面) 批准。

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- (12) Insofar as the contracting partner makes use of WILO installations or installations paid for by WILO, the costs incurred by WILO shall be spread across the parties concerned (contracting partner or third parties commissioned by it) on a pro rata basis based on the total billing amount.

如果缔约伙伴使用了威乐的设施或威乐付款的设施，威乐产生的成本应根据总的账单金额，在相关各方（缔约伙伴或缔约伙伴委托的第三方）之间按比例进行分担。

## § 2 Software use 软件使用

- (1) Insofar as the contracting partner's scope of delivery comprises software, WILO is granted a non-excludable right to make use of the software supplied, including its complete, current documentation. It is not only provided for use concerning the dedicated supply and service item. Using the software on more than one system therefore is expressly admissible provided the license provisions mutually agreed in this respect do not expressly provide for a deviating regulation. WILO is thus authorised to use the software in accordance with the relevant laws and regulations of the People's Republic of China.

如果缔约伙伴的交付范围包含软件，威乐享有一项非排他的使用所供应的软件的权力，包括软件的完整、最新文档。提供的软件并不仅仅是用于与专门供应和服务项目相关的用途。所以，在一个以上系统中使用软件是明确允许的，前提条件是，双方相互达成一致的与此有关的许可规定没有明确的不同规定。因此，威乐有权按照中国相关法律规定使用软件。

- (2) Unless otherwise agreed between WILO and the contracting partner, the contracting partner, subsequent to a corresponding notification and during regular business hours, is obliged to perform regular software updates that are free of charge for WILO. The respective warranty period or regular limitation period starts over again, accordingly.

除非威乐与缔约伙伴之间另有约定，在获得相应通知后并在正常工作时间内，缔约伙伴有义务定期进行软件更新，更新对于威乐应是免费的。各个保证期或正常的时效期相应重新开始。

## § 3 Prices, terms of payment, invoice information 价格、付款条款、发票信息

- (1) Only the prices agreed between WILO and the contracting partner shall apply. These are net prices agreed only by the WILO purchasing department and the contracting partner and which are indicated separately in the respective order or framework agreement. In any case, before and at any other point in time of such an (on-going) price agreement, WILO is authorised to perform a detailed cost and value analysis on site of the contracting partner or its upstream source of supply, associated with cost reduction measures that are binding for the contracting partner prior to concluding the respective price agreement.

只有威乐和缔约伙伴之间约定的价格才能适用。这些价格是威乐采购部门和缔约伙伴约定的净价，在各个订单或框架协议中单独指明。无论如何，在此类（进行中的）价格协议之前和任何其它时间点，威乐有权在缔约伙伴或其上游供货来源的现场进行详细的成本与价值分析，并在缔结各个价格协议之前，采取对缔约伙伴有约束力的相关成本削减措施。

The price indicated in the order is binding and represents a fixed price until execution of the order. It applies to the scope of performance and supply as well as the period of time indicated in the order confirmations.

订单中指定的价格是具有约束力的，代表的是固定价格，直到订单执行为止。该价格适用于履约和供货范围以及确认订单中指定的时间区间。

However, should a new cost and value analysis performed by WILO during the order period or the respective framework agreement indicate that WILO requires a price adaptation, WILO undertakes to notify the contracting partner thereof, specifying the respective reasons. The contracting partner is obliged to contribute to a consensual price adaptation.

但是，如果威乐在订单期间或各个框架协议期间内进行的新的成本与价值分析表明威乐需要调整价格，威乐承诺将情况通知缔约伙伴并说明相关理由。缔约伙伴有义务参与进来以达成一个双方都同意的价格调整。

Any additional or special goods and services supplied shall only be charged for separately under the proviso of prior written agreement. Unless agreed otherwise beforehand, all prices are in CNY before the respective applicable value added tax; in case of export deliveries, prices are before customs and fees as well as other statutory charges.

只有在存在事先书面协议的情况下，才能就供应的任何额外或特别货物和服务进行单独收费。除非事先另有约定，否则所有价格都是以人民币计价的，并包含相关适用的增值税；如果是出口交付，价格包含了关税和费用以及其它法定收费。

- (2) In case no prices are indicated the contracting partners list prices applicable at the order date shall apply. The list prices applicable at the order date shall also apply if they are changed after the order date. The list prices do not affect the place of performance.

如果未指明价格，则以缔约伙伴于订单日期适用的目录价格为准。于订单日期适用的目录价格如果在订单日期之后出现变更，仍应适用。目录价格不影响履约地点。

- (3) Unless expressly agreed otherwise in writing, the price includes delivery and transport including unloading at the delivery address specified in the agreement at the contracting partner's or its contractor's risk (delivery free place of receipt, including packaging).

除非另有明确的书面约定，价格包括了交付和运输，包括于协议中规定的交付地址的卸载，风险由缔约伙伴或其承包商承担（免费于收货地交付，包括包装）。



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- (4) If, according to the agreement, in exceptional cases the price does not include packaging or transport and payment for the packaging — insofar as packaging is just provided on a loan basis — is not explicitly specified, it shall be charged to WILO at cost (“open book principle”). Upon request by WILO, the contracting partner is obliged to take back the packaging at its own expense. In all other cases, the obligation to take back packaging on the part of the contracting partner and its contractors shall be governed by the pertinent statutory provisions. The contracting partner shall bear all storage, return and disposal costs.

如果按照协议，在例外情况下，价格不包括包装或运输并且为包装支付的款项（在包装只是基于赊借而提供的情况下）未作明确规定，则包装费用应按照成本向威乐收取（“开放原则”）。应威乐要求，缔约伙伴有义务自费回收包装。在所有其它情况下，缔约伙伴及其承包商回收包装的义务应按照相关的法律规定办理。缔约伙伴应承担所有储存、退回和清理成本。

- (5) Unless specified otherwise, WILO shall pay the agreed price within the period specified in the Annex “WILO standard payment periods” after delivery and accepting the goods as in compliance with the agreement and receipt of the proper invoice. Unless provided otherwise in the Annex “WILO standard payment periods”, the statutory periods shall apply. As long as defects in delivery and/or performance have not been remedied in their entirety, WILO is authorised to retain the invoice amount in full.

除非另有规定，否则威乐应在按照协议规定交付和验收货物并收到相应发票之后，在附件“威乐标准付款期间”中规定的期间内支付约定的价款。除非附件“威乐标准付款期间”中另有规定，否则应适用法定期间。只要交付货物和/或履约存在的缺陷尚未全部得到补救，威乐就有权暂扣所有发票款项。

- (6) All order confirmations, delivery notes and invoices shall contain

所有确认订单、交货单和发票应包含以下内容：

- Company name / address  
公司名称/地址
- Tax code or VAT registration number  
税码或增值税注册编号
- Order number  
订单编号
- Order date  
订单日期
- Item number or customary designation  
物品编号或惯用名称
- Net amount  
净额
- Tax rate or tax amount  
税率或税额
- Payment terms and conditions  
付款条款和条件
- Invoice date  
发票日期
- Delivery amount  
交付金额
- Delivery date and  
交付日期和
- WILO delivery address  
威乐交付地址

- (7) Should one or more of this specifications be missing and should, within the scope of WILO's regular business activities, processing at WILO be delayed, the payment periods mentioned in para. 5 are extended in accordance with the period of delay. In case invoices are rejected, the date of receipt of the corrected invoice at WILO shall represent the relevant date of reference.

如果上述需要说明的内容有一项或多项缺失，并且，如果在威乐的正常经营活动范围内，威乐的处理出现延迟，则第5段中提到的付款期间根据延迟期间相应延长。如果发票被拒绝，威乐收到更正后发票的日期应代表相关参考日期。

WILO and its contracting partners may agree to transmit their invoice data via electronic data interchange (EDI), in accordance with the Annex “WILO EDI invoice agreement”. All payment agreements in effect between WILO and its contracting partners shall become invalid upon entry into force of such an agreement. Such an agreement essentially intends to ensure compliance with legal requirements regarding value added tax. The agreement is based on the recommendation (94/820/EC) by the European Commission dated 19 October 1994 quoted in § 14 para. 3 Value Added Tax Act [UStG] concerning the legal aspects of electronic data interchange. Using the recommended European template contract aims to ensure legal certainty for WILO and its contracting partners and avoid case- to-case negotiations.

威乐及其缔约伙伴可以按照附件“威乐EDI发票协议”规定，约定通过电子数据交换（EDI）传输它们的发票数据。在该协议生效之后，威乐及其缔约伙伴之间所有有效的付款协议都将失效。该协议本质上是用于确保遵守关于增值税的法律要求。该协议是基于欧洲委员会于1994年10月19日作出的在关于电子数据交换法律方面的《增值税法》[UStG]第14条第3段中引用的推荐。使用推荐的欧洲合同模板目的是为了确保持威乐及其缔约伙伴享有法律确定性，避免就每个个案逐一进行谈判。

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- (8) In case of delivery or performance before the due date, the payment period shall only start on the date the delivery or performance would have been due. On principle, WILO is free to choose the respective means of payment.  
如果交付或履约早于预期日期，付款期间仍应从原来预期的交付或履约日期开始计算。原则来说，威乐可以自由选择各种付款方式。
- (9) In case of a payment delay, WILO is only liable for past-due interest in the amount of 5 %. Additional interests payable to the contracting partner by WILO (e.g. default interest) are expressly ruled out according to the present agreement.  
如果付款延迟，威乐只负责承担5%的逾期利息。威乐应付给缔约伙伴的额外利息（例如，拖欠利息）按照本协议明确予以排除。
- (10) Contractual provisions concerning foreign currency debt require a separate, written case-to-case agreement.  
关于外币债务的合同规定必须签署一份单独的书面个案协议。
- (11) Any and all payments by WILO shall only be made subsequent to delivery, performance or execution and acceptance as in accordance with the agreement. This also comprises the delivery of a corresponding CE or conformity declaration as well as all technical documentation and other documents relevant to the agreement.  
威乐的任何及所有款项只在按照协议规定进行交付、履约或执行和验收之后才会支付。这也包括交付一份相应的CE或符合声明以及所有技术文档和与协议相关的其它文件。
- (12) All work payable at hourly or daily rates will be invoiced at the applicable rates agreed with WILO in writing and on the basis of appropriate and sufficiently detailed time-sheets submitted in good time. Only WILO time- sheet forms shall be used for the above documentation.  
所有按照小时或日费率付费的工作将按照与威乐书面达成一致的适用费率，根据及时提交的适当且足够详细的工作时间记录表开具发票。上述文档只能使用威乐的工作时间记录表格。

Prior approval by WILO is required concerning the price of spare parts potentially required.  
关于可能需要的备品备件的价格，需要经过威乐事先批准。

- (13) Concerning repairs on plant equipment and other equipment, prior to carrying out the repair works, the contracting partner is obliged to compile a detailed cost assessment that, unless previously agreed otherwise, is free of charge for WILO and is compiled on a net price basis and — insofar as it can be assessed — also has to contain detailed information about the cause of the damage.  
关于工厂设备和其它设备的修理，在开展修理工作之前，缔约伙伴有义务编制一份详细的成本评估表，除非此前另有约定，该成本评估表对于威乐是免费的，并且是按照净价编制的，同时，在可以进行评估的情况下，该成本评估表还必须包含关于损坏原因的详细信息。

Repair works may only be initiated subsequent to approval of the cost assessment by WILO.  
只有在成本评估表获得威乐批准之后，才能开始进行修理工作。

WILO retains sole, exclusive and unencumbered ownership of the plant equipment, assets and other items before, during and after the repair. Should the contracting partner, its contractors or a third party cause damage or destruction during the repair works, the contracting partner shall be held liable for the respective damages.  
无论是在修理之前、之中还是之后，威乐均对工厂设备、资产和其它物品保留独有、排他和无产权负担的所有权。如果缔约伙伴、其承包商或第三方在修理工作过程中导致损坏或损毁，缔约伙伴应对相关损坏负责。

- (14) Offsetting against counter-claims by the contracting partner or retaining payments or performance of service for such claims is admissible under the proviso that the counter-claims are undisputed or have been determined to be valid by law.  
抵销缔约伙伴的反索赔或保留此类索赔的款项或服务履行是允许的，前提条件是，反索赔不存在异议或已被法律认定为有效。
- (15) WILO retains sole ownership and sole usage and exploitation rights in any and all tools, moulds, plans or other documents or templates made available to the contracting partner.  
威乐对提供给缔约伙伴的任何及所有工具、模具、平面图或其它文件或模板保留独有和唯一的使用与利用权利。

WILO obtains sole ownership of any and all tools, moulds, materials, plans, other documents or templates manufactured by the contracting partner or by third parties for delivery to WILO upon production, and these tools, moulds, materials, plans, other documents or templates are to be visibly identified as such. The contracting partner or any third parties transfer all rights of use and in particular any rights to reproduction, etc. concerning the above tools, moulds, materials, plans, other documents or templates to WILO. Against this backdrop, upon request by WILO, the contracting partner undertakes to hand over all manufactured tools, moulds, materials, plans, other documents or templates without delay or reservation and free of charge to WILO.

对于缔约伙伴或第三方制造的用于交付给威乐的任何及所有工具、模具、材料、平面图、其它文件或模板，在其生产之后，威乐即获得其独有权利，同时，这些工具、模具、材料、平面图、其它文件或模板须明确注明为威乐的独有财产。缔约伙伴或任何第三方将上述工具、模具、材料、平面图、其它文件或模板相关的所有使用权利，特别是任何复制权利等，转让给威乐。在此背景下

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，应威乐要求，缔约伙伴承诺将所有制造的工具、模具、材料、平面图、其它文件或模板毫不延迟、没有保留且免费移交给威乐。

The contracting partner is obliged to notify WILO of any change of its business location in writing. The tools, moulds, plans or other documents or templates are to be maintained in usable condition and suitable for production, respectively. The contracting partner is obliged to identify any tools, moulds, plans or other documents or templates as dedicated for the production of WILO products. 如果营业地点发生任何变更，缔约伙伴有义务以书面方式通知威乐。工具、模具、平面图或其它文件或模板须各自保持可用状态并适合进行复制。缔约伙伴有义务确定专用于生产威乐产品的任何工具、模具、平面图或其它文件或模板。

The contracting partner is obliged, upon request by WILO, to hand over the tools, moulds, plans or other documents or templates without delay to WILO or the third parties commissioned by WILO if it fails to fulfil its contractual obligations vis-à-vis WILO or is no longer obliged to do so. Any retention rights concerning the tools, moulds, plans or other documents or templates on the part of the contracting partner are excluded.

如果缔约伙伴未能履行其对威乐的合同义务或不再负有这样做的义务，则应威乐要求，缔约伙伴有义务将工具、模具、平面图或其它文件或模板毫不延迟地移交给威乐或威乐委托的第三方。缔约伙伴关于工具、模具、平面图或其它文件或模板的任何保留权利均予以排除。

#### § 4 Delivery period and delivery, passing of risk 交付期间和交付，风险转移

- (1) Any order is to be confirmed without delay and by the due date provided by WILO, stating the WILO order number and data, the binding delivery date and a binding fixed price. WILO expressly reserves the right to cancel any orders that have not been confirmed by WILO's contracting partner within the required period at no charge to WILO.

任何订单均须毫不延迟地加以确认，确认时间须在威乐规定的到期日期之前，确认订单须说明威乐的订单编号和数据、有约束力的交付日期以及有约束力的固定价格。对于威乐的缔约伙伴在要求期间内未确认的任何订单，威乐明确保留取消此类订单的权利，并且威乐无须承担任何费用。

- (2) The delivery time (delivery date or period) indicated in the order is binding. Receipt of the goods and the performance of the services at the place of receipt or usage specified by WILO is the pertinent point of reference with respect to compliance with the date of delivery or performance or the period of delivery or performance, provided the delivery or performance has been concluded in due time and in compliance with the contractual provisions, or WILO has confirmed appropriate and timely delivery or performance. Should the contracting partner become aware that the agreed date cannot be met, regardless of the reasons thereof, the contracting partner undertakes to notify WILO without delay, specifying the reasons and the duration of the expected delay in writing. If this is not done immediately, or if WILO deems the delay unacceptable, WILO is entitled to cancel parts of the delivery and services ordered, respectively, or cancel the entire agreement without specifying any reasons and without any ensuing claims against WILO. The contracting partner is liable towards WILO for damages in accordance with the statutory provisions on damages comprising, in particular, also lost profits. It is expressly permitted to pass on penalties imposed on WILO by third parties; the same applies to cases of operational necessity on the part of WILO concerning necessary replacements for the delivery and services originally agreed (also comprising potential additional costs incurred by WILO because of the necessary replacement, which are directly passed on to the contracting partner by WILO).

订单中指明的交付时间（交付日期或期间）是有约束力的。在威乐规定的收货地或使用地收到货物和履行服务即关于是否遵守交付日期或履行服务日期或交付期间或履行服务期间的相关参考点，前提条件是，交付或履行服务及时完成并符合合同规定，或威乐已确认交付或履行服务是适当和及时的。如果缔约伙伴意识到约定日期无法达到，无论原因是什么，缔约伙伴都承诺毫不延迟地以书面方式通知威乐，说明原因以及预计延迟的持续时间。如果缔约伙伴未立即这样做，或如果威乐认为延迟不可接受，威乐有权分别取消部分交付和订购的服务，或取消整个协议而不用说明任何原因，并且威乐不用因此而面临任何索赔。按照关于损害赔偿的法律规定，缔约伙伴须向威乐承担损害赔偿责任，特别是，损害赔偿也包括利润损失。将第三方施加给威乐的罚金转移给缔约伙伴是明确允许的；这一规定同样适用于威乐因运营需要而对原来约定的交付和服务进行必要替换的情况（也包括威乐由于必要替换而可能产生的额外成本，此类成本由威乐直接转移给缔约伙伴）。

Accepting the delayed delivery or services does not represent a waiver of damage claims, claims to lost profit, claims ensuing from contractual penalties or necessary replacements by WILO. Prior to issuing a cancellation of contract, WILO is only required to grant the contracting partner an appropriate period for delivery or subsequent performance in case no delivery date was determined. Moreover, WILO is authorised to withdraw from the contract before performance is due if it is obvious that the prerequisites for cancellation will be fulfilled.

接受延迟的交付或服务并不代表对损害索赔、损失利润索赔、因合同罚金或威乐的必要替换而产生的索赔的放弃。如果未确定交付日期，在签发合同取消书之前，威乐只需给予缔约伙伴一个适当的交付或此后履行服务的期间。此外，如果取消合同的先决条件显然将被满足，威乐有权在履约的预定时间之前退出合同。

In case a delivery date or delivery period has been set, by means of these Standard Terms and Conditions of Purchase, WILO thus exclusively attributes the continuation of its interest in performance of the delivery or services to timely performance.

如果根据本“采购标准条款和条件”，确定了交付日期或交付期间，威乐将因此把其在履行交付或服务过程中的利益延续排他地归之于及时履约。



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- (3) In case of a delay in delivery, WILO is entitled to the statutory claims without restriction, including the right of withdrawal and its claim to payment of damages instead of performance.

如果交付延迟，威乐有权享有不受限制的法定索赔，包括退出合同的权利及其要求支付损害赔偿而非履约的请求权。

If it is possible to determine the latest date of delivery based on the contract, the contracting partner is in default upon expiry of this day without requiring a reminder by WILO. WILO expressly reserves the right to assert claims ensuing from this default as well as assert a contractual penalty. The same applies to asserting a breach of an accessory contractual obligation.

如果根据合同能够确定最晚的交付日期，则在该日期届满之后，缔约伙伴即为违约，而无需威乐发出提醒通知。威乐明确保留因此类违约而主张索赔以及主张合同罚金的权利。这一规定同样适用于就违反附属合同义务而主张的索赔。

- (4) On principle, early deliveries are not admissible unless WILO received prior notification and granted approval thereof. Should the contracting partner deliver early, WILO is entitled to either return the delivery at the contracting partners expense or store the goods until the agreed delivery date at the contracting partners expense and risk.

原则上说，除非威乐收到事先通知并且给予批准，否则提前交付是不允许的。如果缔约伙伴提前交付，威乐有权退回交付的货物，相关费用由缔约伙伴承担，或者，威乐也可以将货物存放起来，直到约定的交付日期，相关费用以及风险由缔约伙伴承担。

WILO shall accept partial deliveries upon explicit approval. In case of agreed partial deliveries, the outstanding remainder of the delivery is to be specified in writing at the time of delivery. On principle, the contracting partner is not entitled to perform partial deliveries. If WILO has to make covering purchases as a consequence, the contracting partner shall bear all associated additional costs.

经明确批准，威乐将接受部分交付。如果约定了部分交付，在交付时应以书面方式说明剩余尚未交付的部分。原则来说，缔约伙伴无权进行部分交付。如果威乐由于部分交付而需要采购加以补足的，所有相关的额外成本应由缔约伙伴承担。

Irrespective of WILO's statutory warranty rights, over- or under-deliveries are only possible upon approval by WILO. The same applies to any changes in manufacturing sites or processes.

无论威乐的法定保证权利是怎样的，多于或少于约定数量进行交付都必须经过威乐批准才能进行。这一规定同样适用于制造现场或流程的任何变更。

- (5) WILO is entitled to charging a contractual penalty in the amount of between 1 % and up to a maximum of 5 % of the respective order's net value for the beginning of each week in default. The contractual penalty is not offset against the default damage to be paid by the contracting partner.

违约每满一周，威乐有权按照相关订单净值的1%至最高不超过5%收取合同罚金。合同罚金不与缔约伙伴将要支付的违约损害赔偿相抵销。

- (6) Transfer of risk to WILO is only concluded once the goods have been handed over at the agreed destination also if shipping has been agreed. Shipping is performed at the exclusive risk of the contracting partner and/or its commissioned contractor. This risk and also the risk of deterioration including the risk of accidental loss remain exclusively with the contracting partner until delivery at delivery address or centre specified by WILO in accordance with the present agreement.

只有在货物已于约定目的地进行移交并且已约定装运的情况下，风险转移给威乐才结束。进行装运的风险完全由缔约伙伴和/或其委托承包商承担。该风险以及变质风险，包括意外损失风险，全部由缔约伙伴承担，直到按照本协议规定于威乐规定的交付地址或中心交付为止。

- (7) Delivery is subject to the respective current version of the 'Incoterms' (status quo: Incoterms 2010).

交付按照相关最新版本的“国际贸易术语解释通则”（Incoterms）（现为2010年版本Incoterms）办理。

## § 5 Ownership protection 所有权保护

- (1) WILO reserves all property rights and/or copyrights in any orders, assignments as well as drawings, illustrations, calculations, descriptions and other documents made available to the contracting partner. Without explicit authorisation by WILO, the contracting partner must not make them available to third parties or publish them, use or reproduce them itself or have them used or reproduced by third parties. Upon request by WILO, it undertakes to return these documents and potential copies to WILO in their entirety when they are no longer required within the scope of its ordinary business activities or if negotiations do not result in the conclusion of an agreement.

威乐保留对任何订单、任务以及提供给缔约伙伴的图纸、插图、计算、说明和其它文件的所有财产权和/或版权。未经威乐明确授权，缔约伙伴不得将它们提供给第三方或进行公布，不得自行使用或复制，也不得让第三方使用或复制它们。缔约伙伴承诺，在其正常经营活动范围内已无需这些文件和潜在复制品时，或者如果谈判不成功未缔结协议，应威乐要求，将它们全部退还给威乐。

- (2) Tools, devices and models made available to the contracting partner by WILO, or which are specially manufactured for contractual purposes and charged separately to WILO by the contracting partner remain property of WILO or become property of WILO. The contracting partner undertakes to specify them as WILO property, store them safely and securely, insure them and only use them for the purpose of the agreement. Maintenance and repair costs of these items are borne by the contracting partner alone. To the

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extent that these costs are incurred based on faults of such items used and/or manufactured by the contracting partner or inappropriate use by the contracting partner, its employees or other agents, they are also to be borne by the contracting partner alone. The contracting partner will notify WILO immediately of any significant damages of these items in writing. Upon request, it is required to return these items in proper condition to WILO when they are no longer required for fulfilling the agreements concluded with WILO.

威乐提供给缔约伙伴的，或为合同目的而专门制造并由缔约伙伴单独向威乐收费的工具、设备和模型，属于威乐的财产或变成威乐的财产。缔约伙伴承诺将它们注明为威乐财产，进行安全储存，为其办理保险并且只为协议目的加以使用。这些物品的维修保养费用由缔约伙伴独自承担。如果这些费用是由于缔约伙伴使用和/或制造此类物品的故障，或缔约伙伴、其雇员或其它代理人的不当使用而产生的，它们也应由缔约伙伴独自承担。如果这些物品出现任何重大损坏，缔约伙伴将立即以书面方式通知威乐。如果对于履行与威乐签订的协议而言，已不再需要这些物品，则应威乐要求，缔约伙伴必须将它们以正常状态退还给威乐。

- (3) Reservations of title on the part of the contracting partner only apply to the extent that they refer to WILOs payment obligations for the respective products the contracting partner reserves title in.

只有在涉及威乐对缔约伙伴保留其所有权的相关产品的付款义务的情况下，缔约伙伴保留所有权才能适用。

- (4) If, according to the standards of a prudent businessman, there is a risk that the contracting partner, irrespective of the reasons, encounters a liquidity bottleneck or runs the risk of insolvency, it undertakes to immediately notify WILO in writing, specifying the reasons of a potential insolvency proceedings (including the case of personal management on the part of the debtor during insolvency). It furthermore expressly confirms WILO's unimpeachable right to identify at short notice all tools, moulds, plans, other documents or templates remaining the sole property of WILO and that are subject to the sole right of use and exploitation it has made available to the contracting partner, and remove them from the contracting partner's scope of influence.

如果按照审慎商人的标准，存在缔约伙伴遭遇流动性瓶颈的风险或面临破产风险，无论原因是什么，缔约伙伴承诺立即以书面方式通知威乐，说明出现潜在破产程序的原因（包括破产期间债务人的人事管理情况）。缔约伙伴还明确证实，威乐享有以下无可质疑的权利：在通知缔约伙伴之后，立即对威乐提供给缔约伙伴的属于威乐独有财产的且享有专有使用或利用权的所有工具、模具、平面图、其它文件或模板进行识别，并将它们从缔约伙伴的影响范围内移走。

## § 6 Warranty and liability for defects 保证和缺陷责任

- (1) In case of defects, WILO is entitled to the statutory claims without restriction. The warranty period starts at delivery or, in case clearance is required, approval by WILO by means of an acceptance report.

如果存在缺陷，威乐享有不受限制的法定索赔权。保证期从交付时开始，或者，如果需要许可，则从威乐通过验收报告方式给予批准时开始。

- (2) The defective delivery items are to be returned to WILO's contracting partner upon request by a third party (freight and carriage paid). In case of a legitimate notification of defects, the contracting partner shall offer to refund the most favorable dispatch type; this applies in particular also if the costs increase because the delivery item is located at a different place than the place of intended use.

应第三方要求，有缺陷的交付物品应退回给威乐的缔约伙伴（运输已付）。如果是关于缺陷的合法通知，缔约伙伴应主动为最优惠的发送类型退款；这一规定特别适用于因交付物品位于不同于预期使用地点的另外地点而导致的成本增加的情况。

- (3) In case of quality defects of the supplied items, the contracting partner is firstly obliged and entitled to choose to either rectify the defect or provide for a replacement delivery within an appropriate period of time. In case of failure, i.e. if such rectification or replacement is impossible, unreasonable, unsuccessful, refused or unreasonably delayed, WILO may withdraw from the agreement or reduce the purchase price by an appropriate amount.

如果供应的物品存在质量缺陷，缔约伙伴首先有义务，并且也有权选择是在适当期间内消除缺陷，还是另行交付以替换缺陷物品。如果缔约伙伴未这样做，例如，如果此类缺陷消除或更换不可能、不合理、不成功、被拒绝或不合理延迟，则威乐可以退出协议或适当减少采购价款的金额。

- (4) If a defect is culpably caused by the contracting partner, WILO, as principal, is entitled to damage claims.

如果缺陷是由于缔约伙伴原因而导致的，威乐作为委托人，有权要求损害赔偿。

- (5) In case of defects in parts provided by other manufacturers the contracting partner is incapable of rectifying for licensing or factual reasons, the contracting partner may assert its warranty claims against the manufacturers and contractors on account of the principal. For the duration of the legal dispute, the limitation period concerning the corresponding warranty claims by WILO against the contracting partner is suspended.

如果是其它制造商提供的零件中存在缺陷，缔约伙伴因许可或事实原因而无法消除此类缺陷，则缔约伙伴可以代表委托人向制造商和承包商进行其保证期索赔。在法律纠纷持续期间，关于威乐对缔约伙伴的相应保证期索赔的时效期暂停。

- (6) Quality and quantity deviations are considered as reported in good time if WILO communicates them to the contracting partner within a period of 7 working days after receipt of the goods at WILO. Latent material defects are considered as reported in good time if the contracting partner is notified thereof within a period of 7 working days after discovery of the defect.



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如果威乐在其收到货物之后7个工作日内，将质量和数量偏差情况告知缔约伙伴，则这些问题视为已及时报告。如果威乐在发现潜在的材料缺陷之后7个工作日内，将其通知缔约伙伴，则此类缺陷视为已及时报告。

- (7) Acceptance based on the acceptance report or approval of samples does not represent a waiver of warranty claims on the part of WILO.

基于验收报告或样品批准的验收并不代表威乐对质保期索赔的放弃。

- (8) The limitation period of warranty claims is suspended upon receipt of the written notice of defect by the contracting partner. In case of replacement delivery and rectification of defect, the warranty period for replaced and rectified parts starts over again, unless agreed otherwise.

在缔约伙伴收到关于缺陷的书面通知之后，质保期索赔的时效期即暂停。如果另行交付进行替换以及消除缺陷的，替换和消除缺陷后的零件的质保期重新计算，除非另有约定。

- (9) The contracting partner guarantees that any and all components it supplies and all services it delivers are in compliance with the state of the art, the respective regulations and provisions and guidelines by the authorities, the relevant professional and industry associations and EU standards. Any and all product properties are guaranteed to be accordance with the relevant EU standards and material data sheets, respectively, unless other standards have been expressly agreed with WILO in writing. In case there are no relevant EU standards or material data sheets available as point of reference or if these have ceased to be valid, the corresponding DIN standards shall apply; if no such DIN standards exist, the standards of common practice shall apply unless they fall short of the state of the art. The content and scope of technical documentation is governed by the EU directives and the regulations of the EU member states the product is sold to. References to standards, material data sheets or test certificates as well as specifications concerning quality, measurements and usability on the part of the contracting partner are guaranteed to WILO by the contracting partner.

缔约伙伴保证其供应的任何及所有组件，还有其提供的所有服务，都符合当前工艺水平、政府当局制定的相关规章和规定及指导方针、相关专业与行业协会及欧盟标准。除非与威乐以书面方式明确约定其它标准，否则任何及所有产品性能均保证分别符合相关欧盟标准和材料数据表。如果没有这些相关欧盟标准或材料数据表可以作为参考点，或如果这些欧盟标准和材料数据表已停止生效，则适用相应的DIN标准；如果没有此类DIN标准，则适用惯例标准，除非惯例标准低于当前工艺水平。技术文档的内容和范围受欧盟指令以及作为产品出售对象的欧盟成员国的规章约束。缔约伙伴一方提到的关于质量、尺寸和可用性的标准、材料数据表或测试证书以及规格，都是由缔约伙伴向威乐保证过的。

- (10) If, as an exception, deviations from these provisions become necessary, the contracting partner is obliged to obtain written approval by WILO in good time. The contractual duties of the contracting partner are not affected by such an approval. If the contracting partner has reservations with respect to the type of performance requested by WILO it has to notify WILO thereof in writing, specifying the reasons.

如果作为例外，需要偏离这些规定，缔约伙伴有义务及时获得威乐的书面批准。缔约伙伴的合同义务不受该批准影响。如果缔约伙伴对威乐要求的履约类型有保留意见，必须以书面方式将保留意见通知威乐并说明原因。

- (11) Defects

缺陷

WILO is not obliged to examine the goods and open any packaging. The contracting partner's statutory rights in case of obvious defects remain unaffected. Payment of invoice does not represent an acknowledgement that the goods have been ordered and are complete or free of defects and shall represent no waiver of claims arising from warranty or default.

威乐没有义务检查货物并打开任何包装。在存在明显缺陷的情况下，缔约伙伴的法定权利不受影响。支付发票款项并不代表货物已订购，也不代表货物是完整的或不存在缺陷，也不代表对因保证或违约而引起的索赔的放弃。

All quality defects, differing amounts and dimensions are considered latent defects and make the contracting partner liable for defects, also if such defects are determined only by WILO's final customers, unless they are obvious. In case of delivery of defective goods, the contracting partner is thus entitled to refer to the lack of notification on the part of WILO if it initially requested WILO, as soon as possible after delivery and within an appropriate period of time, to examine the delivered goods to determine whether they were free of defects and provide a corresponding report.

所有质量缺陷、数量与尺寸差异，如果仅仅是由威乐的最终客户确定的，则此类缺陷被视为潜在缺陷，缔约伙伴对此类缺陷负有责任，除非它们是很明显的缺陷。在交付的是有缺陷的货物的情况下，如果缔约伙伴一开始要求威乐在交付之后尽快并在适当期间内对交付的货物进行检查，以确定货物是否存在缺陷并提供一份相应的报告，则缔约伙伴有权以威乐一方未发出关于缺陷的通知而不承担缺陷责任。

In case of defects and in case of non-approved partial delivery, WILO is entitled to request subsequent performance from the contracting partner, either consisting in the delivery of an item free of defects or by repairing the defect. The contracting partner is to bear all expenses required to perform above subsequent performance. This includes, inter alia, transport, infrastructure, labour and material costs as well as shipping costs. If the subsequent performance fails, WILO is entitled to continue to request subsequent performance.

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如果是存在缺陷以及未经批准进行部分交付的情况，威乐有权要求缔约伙伴以交付不存在缺陷的物品或修复缺陷的方式继续履约。缔约伙伴应承担上述继续履约所需的全部费用。这些费用包括但不限于，运输、基础设施、人力与材料费用以及装运费用。如果继续履约不成功，威乐有权继续要求缔约伙伴继续履约。

The contracting partner may only refuse the type of subsequent performance requested by WILO if such is only feasible in association with unreasonable costs. In this case, WILO's claim is limited to the other type of subsequent performance provided the contracting partner provides proof of the unreasonable costs in writing.

缔约伙伴可以拒绝威乐要求的继续履约的类型仅限于，此类继续履约需花费不合理的代价才可行。在此种情况下，威乐的请求权仅限于要求缔约伙伴以其它的类型继续履约，前提条件是，缔约伙伴以书面方式提供证据对不合理的代价进行证明。

If the contracting partner fails to meet its obligations with respect to subsequent performance within an appropriate period as determined by WILO, WILO is entitled to either obtain a replacement at the contracting partner's expense or repair the goods' defect itself or have them repaired otherwise at the contracting partner's expense. Moreover, WILO may also reduce the price in case a reduced value is the consequence. Damage claims on the part of WILO remain unaffected of the above.

如果缔约伙伴在威乐确定的适当期间内未能履行其关于继续履约的义务，威乐有权获得货物替换，相关费用由缔约伙伴承担，或自行修复货物，或让他人修复货物，相关费用由缔约伙伴承担。此外，如果造成货物价值降低的，威乐还可以降低价格。威乐的损害赔偿请求权不受上述规定影响。

The warranty period for defects begins with the handover of the goods to WILO or third parties specified by WILO or the respective place of receipt or place of use, unless no later date has been expressly determined.

除非明确规定了一个较晚日期，否则缺陷保证期将自货物移交给威乐或威乐规定的第三方或相关收货地或使用地之日起开始计算。

Unless otherwise agreed in writing, the warranty period for defects as of this date amounts to a minimum of 3 years and 5 years as of this date in case the items concerned are delivery items that are used for a building in accordance with their customary purpose. The above regulation also applies to the delivery of spare parts. In case parts are delivered or repaired within the scope of subsequent performance, the general provisions apply for the beginning of the respective limitation period set forth herein.

除非另有书面约定，否则缺陷质保期为自该日期起最少3年，如果相关物品是按照其习惯用途用于建筑物的交付物品，则缺陷质保期为自该日期起最少5年。上述规定同样适用于备品备件的交付。如果零件是在继续履约范围内交付或修复的，则本文中规定的各个时效期的起算适用一般规定。

Unless expressly provided otherwise above, the statutory provisions shall apply otherwise or instead.

除非上文另有明确的相反规定，否则应适用法律规定。

- (12) The contracting partner shall implement the appropriate extent and type of quality assurance in accordance with the state of the art and be able to provide proof thereof upon request. If required by WILO, it shall conclude a corresponding quality assurance agreement according to the Annex **'WILO SE Quality Guideline'** with WILO.

缔约伙伴应实施适当的质量保证措施，措施范围和类型须符合当前工艺水平要求，并能够在威乐要求后提供证据加以证明。如果威乐有要求，缔约伙伴应按照附件“**威乐水泵集团质量指南**”规定与威乐签订一份相应的质量保证协议。

- (13) Costs incurred by additional expenses caused by sorting, providing parts for return shipping, compiling delivery notes, remedies and supplementary deliveries such as for travelling, transportation, infrastructure, labour, packaging and material costs as well as assembly and disassembly costs in the plant, in storage or in the field are to be borne by the contracting partner.

由于整理、为退货提供零件、编辑交货单、采取补救措施和补充交付导致的额外费用而产生的成本，例如关于差旅、运输、基础设施、劳力、包装和材料成本以及工厂、储存或现场的组装和拆卸成本，都应由缔约伙伴承担。

The contracting partner shall be liable for all damages caused by its defective or poor quality parts and materials; it shall in particular be liable for damages occurring at WILO's customers and which are asserted against WILO by the customer.

对于因缔约伙伴有缺陷或质量不佳的零件和材料而导致的所有损害，缔约伙伴应承担全部责任；尤其是，对于威乐客户发生的损害并由客户针对威乐提起的损害赔偿，缔约伙伴应承担全部责任。

If, based on a risk analysis performed as a consequence of defective products, the contracting partner learns that WILO arrangements including defective products of the contracting partner have already been delivered and, as a consequence of these defects, may give rise to warranty and product liability claims, WILO is entitled to perform precautionary measures.

因产品存在缺陷而进行风险分析之后，如果根据分析结果，缔约伙伴认识到威乐的安排，包括缔约伙伴已经交付了的缺陷产品，由于这些缺陷，而可能导致保证期和产品责任索赔，则威乐有权采取预防措施。

To the extent that it is possible, WILO shall notify the contracting partner of the reason, scope and type of measures prior to carrying out these measures.

如果有可能，威乐应在采取这些措施之前，将措施的原因、范围和类型通知缔约伙伴。

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The parties to this agreement agree that pre-emptive measures are such measures that do not relate to individual defective products but comprise all products manufactured during a certain period. Pre-emptive measures are, in particular, but not limited to: recall or remodelling activities, preventive measures such as replacement, etc. These measures may also apply to the entire series. The costs of such a pre-emptive measure such as, e.g. transport, labour, assembly and disassembly are borne by the contracting partner.

本协议双方同意, 先发措施涉及的并不是单个缺陷产品, 而是影响到某一期间内制造的所有产品的措施。先发措施特别包括但不限于: 召回和改造活动、预防措施如更换, 等等。这些措施也可能适用于整个系列。此类先发措施的成本, 例如运输、劳力、组装和拆卸费用, 均应由缔约伙伴承担。

The contracting partner further assures that an appropriate liability or product liability insurance is in place to cover potential liability obligations and particularly product liability claims as well as recalls, the minimum coverage being 10 million EURO for each individual case. The contracting partner shall supply a confirmation of insurance upon request by WILO.

缔约伙伴还保证投保适当的责任险或产品责任险, 以保障潜在的责任义务, 特别是产品责任索赔以及产品召回, 每个个别保险事件的最低保额为1000万欧元。应威乐要求, 缔约伙伴应提供一份保险确认书。

## § 7 Product liability 产品责任

- (1) The contracting partner is responsible for all claims asserted by third parties concerning personal injuries or property damages caused by a defective product supplied by the contracting partner. This also applies if WILO is held liable for violation of official safety provisions or domestic or international product liability regulations or laws with respect to a defective product and this defect is caused by a defective product by the contracting partner.

缔约伙伴对第三方主张的、因缔约伙伴供应的缺陷产品而导致的有关人身伤害或财产损失的一切索赔要求均应负责。如威乐因违反官方安全规定或国内外相关缺陷产品的产品责任法律法规、且该缺陷由缔约伙伴的缺陷产品所导致而被追究责任, 该情况也适用上述规定。

The contracting partner is obliged to indemnify and hold harmless WILO against the resulting liability. If WILO is obliged to perform a recall with respect to third parties because of a defect of a product supplied by the contracting partner, the contracting partner shall bear all costs associated with the recall.

缔约伙伴有义务进行赔偿并使威乐免受所引发的责任。如威乐因缔约伙伴提供的产品存在缺陷而必须就第三方实施召回, 则缔约伙伴将承担召回相关的所有费用。

- (2) The contracting partner is obliged to take out a product liability insurance in the amount of at least 10 million EURO at its own expense that, unless agreed otherwise, is maintained by the contracting partner for a period of at least 6 years after delivery of the products by the contracting partner and comprises an extended liability coverage period of at least 5 years after termination of the insurance contract. Such product liability insurance of the contracting partner also is to cover what is referred to as extended product liability (e.g. assembly and disassembly costs, other subsequent costs, etc.) and coverage is to be at least 10 million EURO; the insurance is to be maintained for a period of at least 6 years after delivery of the products by the contracting partner and is to comprise an extended liability coverage period of at least 5 years after termination of the insurance contract. Further, the contracting partner is obliged to take out follow-up liability coverage for the case of termination of business operations for the duration of a minimum of 5 years subsequent to the termination of the agreement between the contracting partner and the insurer. 缔约伙伴有义务自费办理一份产品责任保险, 金额为至少1000万欧元, 除非另行商定, 保险将在缔约伙伴完成产品交付后至少6年内持续有效, 该保险并包括在保险合同终止后至少5年的延长责任期。此类缔约伙伴的产品责任保险也包括对所称的延长产品责任进行投保(如组装和拆装费用, 其他后续支出等), 其保险范围为至少1000万欧元; 保险将在缔约伙伴完成产品交付后至少6年内持续有效, 并包括在保险合同终止后至少5年的延长责任期。此外, 在业务经营终止时, 缔约伙伴有义务采取后续责任保险, 其期限为自缔约伙伴和保险人间合同终止后至少5年。

- (3) The contracting partner shall provide WILO with a copy of the liability insurance policy upon request. 缔约伙伴应根据威乐请求, 向威乐提供责任保险政策副本。

## § 8 Property rights, patents 产权, 专利

- (1) The contracting partner ensures that, in connection with its deliveries, no global third party property rights are infringed, particularly with respect to countries of the European Union and North America where it manufactures or has manufactured its products. 缔约伙伴确保其交付物不构成对全球范围内第三方产权的侵犯, 尤其是其生产或制造其产品的欧盟和北美的相关国家。
- (2) The contracting partner is obliged to indemnify WILO against all claims third parties may assert against WILO for the infringement of property rights as set forth in § 8 para. 1 and shall reimburse WILO for all necessary expenses within the context of such claims. 缔约伙伴有义务使威乐免于第8章第1段中所述的、第三方可能提起的针对威乐的产权侵权的一切索赔要求, 并应对威乐在此类索赔范围内的必要支出予以补偿。

At any time during as well as after the duration of the business relationship, agreements or assignments, the contracting partner shall indemnify WILO and its customers against all damages and costs (including lost profits, withdrawal from use, down-time,



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penalties, attorney fees, etc.) incurred by WILO and/or its customers in connection with the use or sales of parts to be delivered by the contracting partner for alleged patent, registered design, copyright, trademark or other property right infringements, regardless of location, and shall immediately reimburse WILO and/or its customers for all ensuing costs and damages without reservations.

在业务关系、合同或任务分派持续期后的任何时间内，威乐及其客户因使用或销售缔约伙伴交付的零件而发生的涉嫌专利、注册设计、版权、商标或其他产权侵权，无论其发生地点，缔约伙伴均应使威乐和/或客户免受由此导致的一切损害和成本（包括利润损失、停用、停工、罚金、律师费等），并应立即对威乐和/或客户的所有诉讼费用和损害毫无保留地做出补偿。

In case patent infringement claims are asserted against WILO or its customers, the contracting partner shall be notified thereof, including a request to initiate all measures required to fend off any such claims at its own expenses and support WILO in the defence against such claims. WILO is entitled to request an appropriate safety deposit prior to such proceedings to cover expected expenses and damages.

如专利侵权索赔指控指向威乐或其客户，应将事由通知缔约伙伴，包括请求缔约伙伴自行支付费用以启动所有必需措施以抵御此类指控，并支持威乐对此类指控进行抗辩。威乐有权在此类法律程序实施前，要求一笔合适的安全保证金，以支付预期的支出与损害。

Should WILO, as a consequence of the assertion of such claims, be prevented from using or selling any of the parts, tools, moulds, plans or other documents or templates to be supplied by the contracting partner and should the contracting partner fail to procure a usage authorisation from the proprietor of the property rights, the contracting partner shall, without delay, provide a suitable replacement that does not infringe any property rights, etc. or, if requested by WILO, shall alter the delivery items in a manner that the property right infringement is rendered obsolete.

如此类索赔主张导致威乐无法使用或出售任何缔约伙伴供应的零件、工具、模型、计划或其他文件或模板，且缔约伙伴未能从产权所有人处取得产权使用授权，则缔约伙伴应立即提供不侵害任何产权的合适的替换物，或是应威乐要求，以某种方式改变交付项目，使得产权侵权行为去除。

The claims mentioned above in § 8 para. 2 apply on behalf of WILO or its customers; the contracting partner is not held liable only to the extent that it is able to render proof that it did not cause the respective impairment at WILO or its customers.

第8章第2段中所述的索赔要求适用于威乐或其客户的代表人；缔约伙伴仅在提供其并未引发威乐或其客户的相应损害的证明的情况下不承担责任。

- (3) Potential patent and license fees are already comprised in the contracting partner's pricing.

潜在的专利和许可费用已包含在缔约伙伴的价格中。

- (4) For each case the contracting partner issues declarations concerning the origin of the products, structures, other materials or services, the contracting partner is obliged to grant access to the proof of origin certificates to the customs authorities when required and both provide the relevant information and potentially required confirmations. The contracting partner is obliged to replace any damages caused by the declared origin not being accepted by the relevant authorities as a consequence of faulty certificates or lack of verifiability.

对于缔约伙伴发布有关产品、结构、其他材料或服务的原产地的声明的各类情况，缔约伙伴有义务在必要情况下，向海关当局提供原产地证明证据的权限，并提供相关信息和可能需要的证明。因错误证明或缺乏可核实性而使所声明的原产地不被有关当局认可，由此导致的损害，缔约伙伴有义务予以替代。

- (5) WILO reserves all property rights and/or copyrights in any material or service orders, assignments as well as drawings, illustrations, calculations, descriptions and other documents made available (also electronically) to the contracting partner. Without explicit authorisation by WILO, the contracting partner must not make them available to third parties or publish them, use or reproduce them itself or have them used or reproduced by third parties. Upon request by WILO, it undertakes to return these documents and potential copies to WILO in their entirety when they are no longer required within the scope of its ordinary business activities or if negotiations do not result in the conclusion of an agreement.

威乐保留任何材料或服务订单、任务分派以及图纸、插图、计算、描述和其他缔约伙伴可用的文件（以及电子版）中的一切产权和/或版权。未经威乐明确授权，缔约伙伴不得将其向第三方提供或自行进行印刷、使用或复制，且不得经由第三方对其进行使用或复制。如威乐要求，在缔约伙伴日常业务活动中不再需要此类文件和可能的副本，或经谈判后未达成合同情况下，缔约伙伴承担将其全部归还给威乐的责任。

- (6) All documents WILO makes available to the contracting partner or that are manufactured for the purpose of the agreement remain property of WILO or become property of WILO. The contracting partner undertakes to specify them as WILO property, store them safely and securely, insure them and only use them for the purpose of the agreement. Maintenance and repair (in the event of a damage claim) costs of these documents are borne by the contracting partner alone. The contracting partner shall notify WILO immediately of any significant damages to these documents in writing. Upon request, it is required to return these documents in proper condition to WILO when they are no longer required for fulfilling the agreements concluded with WILO.

威乐提供给缔约伙伴的所有文件，或为合同目的而制造的文件，其产权仍属威乐所有，或变更为威乐所有。缔约伙伴承诺明确上述文件属威乐所有，并对其进行安全存储，为其投保，并仅为合同目的而使用。此类文件的维护与维修（如遇损坏索赔情况）费

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用由缔约伙伴单独承担。缔约伙伴应将此类文件发生的任何重大损害以书面形式立即通知威乐。如威乐要求，在完成与威乐的合同不再需要此类文件时，缔约伙伴需在适当条件下将此类文件归还给威乐。

- (7) By way of complete payment of the individual project and also in case further developments, innovations or (other) services (particularly with respect to creative / design efforts, e.g. marketing consulting, engineering, etc.) concerning performance, material or processes are achieved by the contracting partner or a commissioned third party involving WILO, both parties agree to grant WILO the unreserved and spatially and temporally unlimited right of use of the above also with respect to content. In case this right of use in favour of the contracting partner may not be used independently because of previous patents identified by the contracting partner, the parties shall obtain a mutual agreement concerning this further commercial usability (mutual patent and license agreement).

通过完成个别项目的支付，且如遇有关实施的进一步开发、创新或（其他）服务（尤其是有关创造性/设计工作，如市场咨询、工程等），材料或工艺由缔约伙伴或涉及威乐的经委托的第三方获取，双方同意授予威乐毫无保留且不限任何时间地点的关于上述内容的使用权。如该支持缔约伙伴的使用权因缔约伙伴对此前专利予以确认而不能单独使用，各方应达成一项有关进一步的商业可用性的相互合同（相互专利与许可合同）。

- (8) Reservations of title on the part of the contracting partner only apply to the extent that they refer to WILO's payment obligations for the respective documents or services the contracting partner reserves title in. Expanded or extended reservations of title are inadmissible as a matter of cause.

缔约伙伴部分的所有权保留仅适用于威乐对缔约伙伴保留所有权的各自文件或服务的支付义务情况。所有权保留的扩展或延长不得作为事务原因予以接受。

### § 9 Spare parts 备用零件

- (1) The contracting partner is obliged to provide spare parts for the products supplied to WILO for a minimum period of 15 years subsequent to delivery and finished production on the part of WILO. In case a longer period of provision is required or intended, this shall be specified in writing for each particular case.

缔约伙伴有义务在完成交付且结束威乐部分的生产后至少15年内，提供供应给威乐的产品的备用零件。如需要或拟定更长的提供期限，需以书面形式具体指定各类特殊情况。

- (2) If the contracting partner intends to terminate the production of spare parts for the products supplied to WILO, it undertakes to notify WILO thereof immediately after the termination decision has been taken and to identify a corresponding alternative spare part. Under the proviso of para. 1, the minimum period between this decision and termination of production is 6 months. In cases the contracting partner fails to notify WILO of the above circumstances, WILO is entitled to assert any resulting damages and measures required to ensure production supply with alternative materials at the contracting partner's expense.

如果缔约伙伴拟终止向威乐供应的产品的备用零件生产，需承诺在终止决定作出后立即通知威乐，并确定相应的替代备件。按第1段规定，该决定与生产终止间的最短期限为6个月。如缔约伙伴未能将上述情况通知威乐，威乐有权就任何所导致的损害和保证生产供应的替代材料所需的措施进行主张，要求缔约伙伴支付开支。

### § 10 CE marking/declaration of conformity CE 标志/一致性声明

- (1) The contracting partner expressly declares that the machine or plant or the delivery or service it supplies and operates, respectively is in compliance with the respective current EC Machinery Directive 89/392/EEC including all respective current amending directives as well as their current implementation in national laws (and the respective standards specified therein, as well as the respective current Technical Regulations for Safety in the Workplace and the current state of the art.

缔约伙伴明确声明，其供应并运行的机器、工厂、交付或服务分别符合相应的当前的欧盟机械指令 89/392/EEC，包括当前各自的修改指令，及其当前国家法律实施以及各自规定标准，以及当前各自车间安全技术规定，和当前最新技术水平。

- (2) The EC declaration of conformity or manufacturer declaration is to be submitted together with the detailed technical machine documentation by the contracting partner (either as a hard-copy document or electronically). Furthermore, the CE mark has to be attached to the machine or the plant.

缔约伙伴将EC一致性声明或制造商声明，与详细的技术机器文档一并提交（以硬拷贝文件形式或电子形式）。此外，CE标志需与机器或工厂进行连接。

- (3) In case no harmonised and no rational standards exist for machinery, plants or parts thereof, the contracting partner shall (unless agreed otherwise beforehand and in writing) always compile a risk analysis at its own expense and risk (exempting WILO) so that functional safety is fulfilled during all operational and environmental circumstances to be expected.

如不存在针对机械、工厂或零件的统一的、合理标准，缔约伙伴始终应（除非事先以书面形式另行商定）自行付费并承担风险以编纂一份风险分析（使威乐免受风险），以便在预计中的所有运行和环境情况下实现功能性安全。

- (4) Concerning service and maintenance work required according to the warranty affecting compliance with the requirements of the respective relevant EC guidelines, the contracting partner shall always compile a matrix for each of these EC regulations at its own expense and responsibility (excluding liability on the part of WILO).

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考虑到保修要求的服务和维修工作会影响遵守各自相关的EC指南要求，缔约伙伴始终应自行付费并承担责任（不包括威乐方面的责任），为每个此类EC标准编纂一个模型。

- (5) The above documents must be enclosed with the contracting partner's invoice and are considered an integral component of the agreement. Invoices shall be paid only subsequent to complete and free-of-defect implementation of the order as well as receipt of all documents and technical documentations. Additional documents required by the Commercial Inspection Authority or professional associations within the scope of the acceptance procedure concerning the machinery or plant are implemented at the contracting partner's expense and responsibility (excluding liability on the part of WILO).

以上文件必须附有缔约伙伴的发票，并被视作合同不可或缺的组成部分。发票，以及所有文件和技术文档的收据，仅在订单全部且无缺陷实施后予以支付。商业检验机构或专业协会所需的附加文件在有关机械或工厂验收程序范围内予以实施，由缔约伙伴支付费用并承担责任（不包括威乐方面的责任）。

- (6) In case the machinery, plants or other deliveries supplied by the contracting partner use or require chemicals, the above specifications also apply with respect to the application and requirements of the respective relevant regulations — again exempting WILO and at the expense of the contracting partner.

如缔约伙伴供应的机械、工厂或其他交付物使用或需要化学品，以上规格也适用于各相关法规的申请和要求—仍免除威乐责任，并由缔约伙伴支付费用。

### § 11 Confidentiality, prohibition of competition 保密，竞业禁止

- (1) The contracting partner is obliged to keep confidential and use only for executing the order the order conditions as well as all other information and documents made available for this purpose, particularly if these are commercial or technical in nature or of any other kind (with the exception of publicly available information), namely for a period of at least 10 years after conclusion of contract or the end of the business relationship, the respective later event representing the point of reference. Upon request by WILO, the contracting partner shall immediately return to WILO the respective information and documents once enquiries or orders have been processed.

缔约伙伴有义务对订单状况，以及其他所有为此目的而提供的信息和文件，尤其是此类文件性质为商业或技术类，或其他任何种类（公开信息除外）进行保密，并仅为执行订单目的而使用，即在合同结束或业务关系结束后至少10年的期限，各自时间较为靠后的事项代表参考点。根据威乐要求，缔约伙伴应在询价或订单开始处理时立即向威乐归还相应的信息和文件。

- (2) Without prior written approval by WILO, the contracting partner shall refrain from referencing the business relationship in advertising materials, brochures, etc. and shall not exhibit delivery items manufactured for WILO.

未经威乐事先书面同意，缔约伙伴不应在其宣传材料和宣传册等提及业务关系，且不应展示为威乐制造的交付项目。

- (3) The contracting partner shall bind its contractors in accordance with the above § 10.

缔约伙伴应根据上述第10章对其承包商进行约束。

- (4) The contracting partner (or third parties commissioned by it) is/are free to work for other clients. However, for the duration of the business relationship with WILO and an additional 12 months after termination of the business relationship, the contracting partner must not work for another client and utilise its knowledge and expertise there if it is a competitor of WILO. Moreover, for the same period, it undertakes to refrain from becoming employed by or providing services to any such company or entering into consultancy agreements with such companies or purchasing or becoming an indirect or direct shareholder of such companies. The contracting partner is prohibited to establish a competitor company. The contracting partner shall immediately notify WILO in writing of any activity it undertakes if there is any doubt whether it can be reconciled with its activities for WILO.

缔约伙伴（或其委托的第三方）可任意为其他客户工作，然而，在与威乐的业务关系持续期间及业务关系终止后的额外的12个月内，缔约伙伴不得为威乐其他竞争对手工作，也不得利用其知识和专长。此外，缔约伙伴承诺，在同一时期内，避免受任何此类公司雇用或向其提供服务，或与此类公司达成任何咨询合同，或通过购买等成为此类公司直接或间接的股东。缔约伙伴禁止建立竞争对手公司。如存在针对合作伙伴能否协调自身与为威乐开展的行动的疑问，缔约伙伴应立即将其承诺的任何行动以书面形式通知威乐。

### § 12 Transfer 移交

Without prior written approval by WILO, which shall not be unreasonably withheld, the contracting partner is not authorised to transfer its liabilities arising from the contractual relationship to a third party.

未经威乐事先书面同意，且该同意不应无正当理由拒绝，缔约伙伴无权将其合同关系项下的职责移交至第三方。

### § 13 Insurance, securities 保险，安全

- (1) The contracting partner is responsible for all personal injury or property damage claims asserted by it or a third party commissioned by it that are based on the use of a defective item, structure or service supplied by the contracting partner or a third party commissioned by it and is obliged to indemnify WILO against the ensuing liability in full. If WILO is obliged to perform a recall because of a defect of an item, a structure or a service supplied by the contracting partner vis-à-vis third parties; the contracting partner shall bear all costs associated with the recall.



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缔约伙伴对其自身或委托的第三方主张的、因使用缔约伙伴或委托的第三方所供应的缺陷项目、结构或服务人身伤害或财产损害索赔要求负有责任，并有义务对威乐随后的责任进行全方位补偿。如果威乐因缔约伙伴或第三方项目供应的项目、结构或服务存在缺陷而必须实施召回，则缔约伙伴应承担与召回相关的一切费用。

- (2) The contracting partner is obliged to take out an operational and product liability insurance in the amount of at least 10 million EURO at its own expense that, unless agreed otherwise in individual cases, is maintained by the contracting partner for a period of at least 6 years after delivery of the products by the contracting partner and comprises an extended liability coverage period of at least 5 years after termination of the insurance contract. Such operational and product liability insurance of the contracting partner also is to cover what is referred to as extended product liability (e.g. assembly and disassembly costs, examination and sorting costs, machinery clause including control, measurement and regulation technology) and coverage is to be at least 10 million EURO; the insurance is to be maintained for a period of at least 6 years after delivery of the products by the contracting partner and is to comprise an extended liability coverage period of at least 5 years after termination of the insurance contract. Further, the contracting partner is obliged to take out follow-up liability coverage for the case of termination of business operations for the duration of a minimum of 5 years subsequent to the termination of the agreement between the contracting partner and the insurer. In case of a change of insurers, the contracting partner is to provide for seamless insurance coverage. Upon request, the contracting partner shall provide proof of the scope of insurance coverage outlined above. Further claims on the part of WILO remain unaffected.

缔约伙伴有义务自费对运行与产品责任进行投保，额度为至少1000万欧元，除非就个别情况另行商定，该保险在缔约伙伴完成产品交付后至少6年期限内，由缔约伙伴进行维持，并包括在保险合同终止后至少5年的延长责任期。该缔约伙伴运行与产品责任保险也对所称的延长产品责任（如装配和拆卸成本、检验与分拣成本，包括控制、测量和调节技术等机械条款）进行投保，范围为至少1000万欧元；该保险在缔约伙伴完成产品交付后至少6年期限内，由缔约伙伴进行维持，并包括在保险合同终止后至少5年的延长责任期。此外，在业务经营终止时，缔约伙伴有义务采取后续责任保险，其期限为自缔约伙伴和保险人间合同终止后至少5年。如发生保险人变更，缔约伙伴应提供无缝保险覆盖。应对方要求，缔约伙伴应提供上文列出的保险覆盖范围证据。威乐方面的进一步索赔要求不受此影响。

- (3) Moreover, the contracting partner is to insure the materials and other tools provided by WILO or stored on its premises (also for an intermediate period) at its own expense against risks of loss, theft or damage, fire, water, storm, etc. in an appropriate amount. 并且，缔约伙伴应自行支付费用，在合理水平上保证威乐提供或储存于其处的材料和其他工具（包括中间阶段）免遭丢失、被窃或损害、火灾、水灾、暴风雨等。
- (4) In order to secure all contractual services, materials or structures by the contracting partner (minimum total amount of the order: 50,000 EURO) shall submit a guarantee (directly enforceable, absolute bank guarantee in an appropriate amount (currency: EURO (€)) on behalf of WILO upon conclusion of contract. This guarantee is to be issued by a large bank (or other adequate credit insurance). It has to be a directly enforceable, unconditional guarantee issued upon first request, including a waiver of objection, offsetting or benefit of execution.

为了确保所有合同内服务、材料或结构的安全（订单最小总金额为：50000欧元），缔约伙伴应代表威乐在合同订立基础上提交一份担保（可直接强制执行，绝对银行担保，金额适当（币种：欧元（€））。该担保由一家大型银行（或其他合适的信用保险）开立。该担保为可直接强制执行，首次申请开立的无条件担保，包括放弃异议，冲抵或执行效益。

#### § 14 Final provisions, severability clause最终规定，可分割条款

- (1) In case of a payment delay, WILO is only liable for past-due interest in the amount of 5 %. Additional interests payable to WILO by the contracting partner (e.g. default interest) are expressly ruled out according to the present agreement. 如发生支付延迟，按照相应法律规定，威乐仅负责5%的逾期利息。应由缔约伙伴支付给威乐的额外利息（如违约利息），按照现有合同，予以明确排除。？
- (2) The contracting partner is only entitled to set-off rights vis-à-vis WILO in consideration of claims that are either undisputed or have been recognised by declaratory judgment. The contracting partner is only entitled to rights of retention vis-à-vis WILO in consideration of such claims that are either undisputed or have been recognised by declaratory judgment and that arise from the same contractual relationship with the contracting partner.

由于索赔要求或是无可争议，或是已经宣告判决而予以确认，相对于威乐，缔约伙伴仅享有抵销权。由于此类索赔要求或是无可争议，或是已经宣告判决而予以确认，且出自和缔约伙伴的同一合同关系，相对于威乐，缔约伙伴仅享有保留权。

Moreover, the contracting partner is not entitled to only perform outstanding services or deliveries from the product portfolio against advance payment or security deposit if, after conclusion of the framework agreement, it becomes aware of circumstances suitable to diminish WILO's creditworthiness to a significant extent, thus putting at risk a payment of outstanding claims of the contracting partner towards WILO arising from the contractual relationship. Contractual provisions concerning foreign currency debt require a separate written case-to-case agreement. The parties agree to bindingly include a fixed EURO (€) foreign currency exchange rate in such provisions.

并且，如果在框架合同订立后，缔约伙伴了解能以显著程度降低威乐信誉，从而危及缔约伙伴向威乐在合同关系内就未支付索赔进行支付的情况，缔约伙伴无权针对提前付款或保证金，仅从产品组合中执行未支付的服务或交付。合同有关外币债务的规定需要一份单独而具体的书面合同。双方同意将一项固定欧元外汇汇率列入该规定之中。

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- (3) Claims of the contracting partner towards WILO may not be sold to third parties or transferred by way of security or invoice. 缔约伙伴针对威乐的索赔要求不能被出售给第三方或通过证券或发票形式移交。  
 In exceptional cases, the contracting partner may transfer its rights and obligations arising from the agreement to a third party only if WILO has agreed to this transfer in writing. Approval must not be unreasonably withheld. Third parties are companies not affiliated with the contracting partner.  
 在特殊情况下，仅当威乐书面批准进行该移交的情况下，缔约伙伴可以将其权利与义务移交给通过合同产生的第三方。无正当理由不得拒绝批准。第三方为不隶属于缔约伙伴的公司。
- (4) Any general terms and conditions of the contracting partner shall expressly not apply so that these are contested in particular also if they are submitted to WILO in a confirmation letter or otherwise or if WILO accepts deliveries or services by the contracting partner without expressly refuting the contracting partner's general terms and conditions once again. WILO's Standard Terms and Conditions of Purchase shall apply, exclusively; this shall also apply to all future business relationships between WILO and the contracting partner also if they are not expressly agreed once again.  
 任何缔约伙伴的一般条款和条件都应明确不适用，因此即使将其以确认函或其他形式提交给威乐，或威乐接受缔约伙伴的交付物或服务，而未再次明确拒绝缔约伙伴的一般条款和条件，也同样特别存在争议。威乐标准购买条款与条件应唯一适用；这也适用于威乐和缔约伙伴所有未来的业务关系，即使上述一般条款和条件未再次得到明确同意。

- (5) The following components shall be comprised in the contract - if applicable and unless agreed otherwise — in the following hierarchical order:  
 以下内容应包含在合同中——如适用，并且除非另行约定——按以下层级顺序排列：

- 5.1. The framework agreement between WILO and the contracting partner as well as the supplemental agreements contained in the annexes to the framework agreement  
 威乐与缔约伙伴间的框架合同，以及附件中所载的框架合同的补充合同
- 5.2. Separately negotiated contract terms provided they were expressly determined between WILO and the contracting partner at conclusion of contract  
 在威乐和缔约伙伴在订立合同时对其进行明确界定条件下的单独谈判的合同条款
- 5.3. Order by WILO  
 威乐订单
- 5.4. The latest applicable minutes of the negotiations  
 最新适用的谈判会议纪要
- 5.5. Routing order, logistics agreement or EDI agreement  
 路线订单，物流合同或EDI合同
- 5.6. WILO Standard Terms and Conditions of Purchase  
 威乐标准购买条款与条件
- 5.7. WILO packaging instructions  
 威乐包装说明
- 5.8. The relevant, generally recognised technology regulations, particularly the relevant DIN provisions in their applicable version  
 相关的、公认的技术规定，尤其是适用版本的相关DIN规定

Other provisions shall expressly not become a component of the agreement, also if WILO does not expressly refute this.  
 明确其他规定不得成为合同的组成部分，即使威乐并未明确对此拒绝。

- (6) Should individual provisions of this agreement turn out to be invalid or unenforceable, this shall not affect the remaining provisions of the present agreement. The parties to the agreement undertake to replace the invalid or unenforceable provision with a valid or enforceable provision that comes as close to the intent and (economic) purpose of the invalid provision. Otherwise, the statutory regulations shall apply.  
 本合同中个别条款无效或不可执行，并不对现有合同中其余条款构成影响。合同双方承诺，以接近无效条款意图和（经济）目的的有效或可执行的条款代替无效或不可执行的条款。否则，法定法规将适用。

**§ 15 Place of performance, place of jurisdiction, applicable law 履行地，管辖地，适用法律**

- (1) Unless expressly agreed otherwise in writing, the place of performance concerning all obligations arising from the contractual relationship shall be the place of performance specified by WILO.  
 除非以书面形式另行明确同意，有关合同关系中的所有义务的履行地应为威乐指定的履行地。
- (2) The People's Republic of China (Beijing) shall be the place of jurisdiction for all disputes arising from the contractual relationship.  
 合同关系内的一切争端的司法管辖地为 中国北京。
- (3) The agreements concluded between WILO and the contracting partner are governed by the law of the People's Republic of China, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The UN CISG shall only exceptionally apply if expressly confirmed in writing by WILO or if required by the law.  
 威乐和缔约伙伴间订立的合同受中国法律管辖，不包括联合国有关国际货物销售公约（CISG）的合同公约。联合国国际货物销售公约仅在由威乐以书面形式明确确认或法律需要的情况下特别适用。
- (4) Concerning legal disputes between WILO and the contracting partner outside of the territory of the People's Republic of China, the

供应商编号:  
Vendor No.:

**Standard Terms and Conditions of Purchase for PUR-NPM & PUR  
(WILO SE & SUBSIDIARIES)**  
PUR-NPM 与 PUR采购标准条款和条件 (威乐水泵集团与子公司)



law of the respective country shall apply.

威乐与缔约伙伴在中国领土之外的法律纷争，适用各自国家的法律。

- (5) Personal data of the contracting partner are treated in compliance with the relevant laws and regulations.  
缔约伙伴的个人数据依据相关法律法规处理。

**CUSTOMER :** WILO China Ltd.  
**客户:** 威乐 (中国) 水泵系统有限公司

**Partner:**  
**合作方:**

**SIGNED BY :**  
**签署:**

**SIGNED BY :**  
**签署:**

**DATE日期 :**

**DATE日期 :**