

GENERAL CONDITIONS OF PURCHASE

1. General principles

1.1 The general conditions of purchase herein are the sole conditions governing the orders placed or the purchase orders (hereinafter referred to as “**Agreement/s**”) entered into by Wamgroup S.p.A. or by any of the other companies belonging to the WAM group (hereinafter referred to as “**Wamgroup S.p.A.**”, i.e. the former, and as “**WAM**”, i.e. the other companies in the WAM group, either jointly or separately). Any amendment or addendum hereto, and likewise any sales condition envisaged by the supplier (hereinafter referred to as the “**Supplier**”) which differs either in part or in full from the conditions of purchase hereunder shall be valid solely if specifically approved in writing by WAM.

2. Orders, amendments and order confirmations

2.1 Orders, Agreements, and requests for deliveries or supplies, and likewise amendments or addenda thereto, shall be made in writing.

2.2 The validity of any oral arrangements, including therein amendments and addenda to the conditions of purchase hereunder, shall be strictly subject to the provision of written confirmation from WAM.

2.3 In order to facilitate and speed up checks, the Supplier shall return the purchase order, duly stamped and signed, to WAM, within five working days of the order date to confirm the order. After these five working days, if the Supplier has neither confirmed nor explicitly refused the purchase order, WAM can consider it fully accepted.

WAM shall be entitled not to take into consideration confirmations received by WAM in different forms or with delays with respect to the aforesaid deadline and to cancel the order since such confirmations would constitute a potentially grave impediment to the supply process. Where, in the case of missing confirmation, WAM does not expressly cancel the order and the Supplier executes it, only these general conditions of purchase shall be deemed to be applied and not those that may be offered by the Supplier at any time, including the bidding/quotation phase. The purchase order confirmation shall be sent by the Supplier via fax or email, made out for the attention of the WAM person concerned.

2.4 Purchase orders or requests for deliveries and/or supplies by WAM relating to Agreements are binding upon the Supplier.

2.5 Where featured, the technical specifications and those concerning quality and health and safety in the workplace, in addition to environmental protection and social responsibility for the delivery and packaging provided by WAM constitute an essential part of the Agreement.

基本采购条款

1、基本原则

1.1 本文件规定的基本采购条款是对威埃姆集团股份有限公司或威埃姆集团所属任何其他公司（以下共同简称“**威埃姆集团公司**”，即前者，和单独称作“**威埃姆**”，即威埃姆集团所属的其他公司）提交的订单或签署的采购订单适用的唯一条款和条件（以下称作“**协议**”）。本协议的任何修改或补充以及供应商（以下称作“**供应商**”）提出的与本协议项下的采购条款部分或全部不同的任何销售条件仅在威埃姆明确书面批准时有效。

2、订单、修改和订单确认书

2.1 订单、协议和交货请求或供货请求以及相关的修改或补充必须使用书面方式。

2.2 任何口头约定（包括本协议项下采购条款的修改和补充）必须由威埃姆书面确认，否则无效。

2.3 为了便于和加快审查，供应商应当在收到采购订单之日起五个工作日内向威埃姆交回已盖章签字的采购订单，以确认接受该采购订单。

若供应商在上述五个工作日期限内既未确认，也未明确拒绝接受采购订单，威埃姆可视为供应商已完全接受该采购订单。

对于供应商提供的不同格式的确认或者未能在上述期限内提供的确认，威埃姆有权不予考虑且有权取消该等订单，因为此类确认可能对供货流程产生重大不利影响。若供应商未给予确认，威埃姆也未明确取消该订单，并且供应商已实际履行该订单，则必须适用本《基本采购条款》，而不适用供应商在任何时候提出的条款和条件，包括供应商的投标书/报价单。采购订单确认书应当由供应商通过传真或电子邮件方式发送，并注明由威埃姆的相关联系人签收。

2.4 威埃姆签发的与协议相关的采购订单或交货请求和/或供货请求对于供应商具有约束力。

2.5 如有注明，威埃姆提供的技术规格要求以及与货物交付和包装相关的质量、工作场所卫生和安全、环境保护和社会责任要求应构成协议的基本组成部分。

3. Deliveries, paperwork, supplies, intellectual property, dealings with third parties

3.1 Deliveries or supplies which are not compliant with the specifications stated in the WAM Agreements and orders shall be accepted subject to written permission from WAM.

3.2 The dates and terms agreed in writing are binding upon the Supplier. Compliance with the delivery dates and the time the Parties have agreed shall lapse between the order date and the date of delivery to the location envisaged in the supply conditions stated in the Agreement (i.e. "Lead Time") is of fundamental importance for WAM; the agreed number of days stated in the Agreement shall, therefore, be upheld by the Supplier. If, as a result of objective market conditions, changes to the agreement lead times become necessary, the Supplier is bound to inform WAM promptly and agree on the necessary changes in good time. The Supplier is, however, nevertheless bound to honour the lead times agreed by the Parties for all the purchase orders existing and/or placed by WAM before the latter was formally notified of the need to alter the lead times relating to future purchase orders and an arrangement was reached regarding the new deadlines.

3.3 The Supplier acknowledges that delivery of the products within the delivery times envisaged in the Agreement and associated with the purchase orders subsequently placed by WAM is essential to fulfil the Agreement and is fundamental for WAM. In consideration of this, if the Supplier delivers the products late, WAM shall be entitled - without prejudice to any further right or remedy envisaged by the law or the Agreement - (a) to either accept or reject the products delivered late (b); notwithstanding such acceptance or refusal, compensation may also be sought for further damage, at a rate of 2.5% of the unit price for each delayed product for each calendar day of the delay, with such penalty amounting to no more than 20% of the unit price of the delayed products multiplied by the number of delayed products.

3.4 The deliveries shall reach the location on the date stated on the purchase order and the quantities shall correspond to those stated on the respective line in the purchase order. WAM has the power to refuse any goods delivered early if such early delivery has not been agreed beforehand and, in the event, the Supplier shall be charged for any expenses incurred. In case WAM does not refuse the goods delivered early, WAM shall be entitled to maintain the timing of payment in line with the delivery date specified in the purchase order.

3.5 Unless otherwise agreed by the parties in writing, the Supplier's obligation to deliver is not discharged upon consignment of the goods to the haulage firm or shipping agent. Except in the event of cases of force majeure, any expenses incurred payable to couriers or haulage firms for failure to collect/supply the goods shall be charged to the non-performing Supplier.

3.6 Unconditional acceptance of a delayed delivery of goods - including therein the provision of additional service - shall not

3、交货、文件、供应物资、知识产权、与第三方的交易

3.1 若交付或提供的货物不符合威埃姆协议和订单中明确规定的规格要求，威埃姆可自行裁量决定是否接受该等货物。

3.2 书面约定的日期和条款对于供应商具有约束力。按照协议双方约定的日期和时间将货物交付至协议的供货条款中规定的地点（即“**交货期**”）对于威埃姆非常重要。供应商必须按照协议中约定的数量交付货物。如果由于客观市场状况导致必须调整约定的交货期，供应商应及时通知威埃姆并就该等必要的调整与威埃姆及时达成一致。但是，就现有的和 / 或威埃姆在收到通知前已提交的所有采购订单，供应商必须遵守协议双方已约定的交货期要求。对于将来的采购订单，由协议双方按照新约定的交付期执行。

3.3 供应商确认：按照协议以及威埃姆此后提交的采购订单中约定的交付期交付货物对于履行协议和威埃姆非常重要。因此，若供应商认为货物将迟延交付，在不影响威埃姆根据法律或协议享有的其他权利或救济之前提下，威埃姆有权：（a）接受或拒绝逾期交付的货物；（b）即使接受或拒绝，要求按照每项逾期交付货物单价的2.5%按每个日历日支付违约金，该违约金总额最高不超过逾期交付货物单价的20%乘以逾期交付货物的数量。

3.4 货物应当在采购订单规定的日期交付至约定的地点，数量应当与相应采购订单中规定的货物数量一致。威埃姆有权拒收提前交付的任何货物，若协议双方此前未约定提前交付。在此情况下，提前交货产生的费用应当由供应商承担。如果威埃姆不拒绝提前交付的货物，威埃姆仍有权按照采购订单中规定的交货日期，在相应的期限内支付货款。

3.5 除非协议双方另有书面约定，当供应商将货物交付给物流公司或货运代理人托运时，并不免除供应商的交货义务。除非发生不可抗力事件，未能提取 / 供应货物而产生的应向快递公司或物流公司支付的费用应当由违约的供应商承担。

3.6 无条件接受逾期交付的货物（包括提供额外服务）并不导致威埃姆放弃追究损害赔偿的权利，也应以任何方式理解或解释为威埃姆已放弃追究损害赔偿的权利。

3.7 除非威埃姆另行明确同意，威埃姆不接受部分交货或部分供货。

3.8 供应商请求付款时须注明威埃姆在货物验收时确认的数量和重量。

3.9 在任何情况下，当货物交付时，供应商应向威埃姆提供相关货运单据中注明的所有要求的文件和 / 或使用

result in, nor in any way be understood or construed as a waiver by WAM to seek compensation for damages suffered.

3.7 As a rule, unless expressly agreed upon by WAM, partial deliveries or supplies are not accepted.

3.8 For claims purposes, reference shall be made to the quantities and weights stated by WAM during acceptance of the goods.

3.9 In any case, upon making the delivery, the Supplier shall provide WAM with all the required paperwork and/or necessary for the use of the goods supplied (for, example, the material certificates, the dimensional reports, the instruction and user handbooks, the installation and assembly manuals, and the guarantee certificates) giving indication of them in the relevant transport document. In the event that with the delivery of the goods, the Supplier fails to deliver the relevant documentation, the supply will be deemed incomplete and the relevant invoicing shall occur only since the time of delivery of such documentation to complete the supply.

3.10 The Supplier shall provide such services directly, using its own business organisation. It may assign the provision of the services to third parties solely subject to prior written permission from WAM and, in any case, in the event that such permission is given, the Supplier shall be liable to WAM for any activities by the appointed provider of the services as if such services had been provided directly thereby. In the event that the Supplier seeks services from third parties, the former undertakes to hold WAM harmless if the third party refuses to undertake a commitment or fails to perform the promised service, likewise undertaking to incorporate the terms and conditions of the Agreement hereunder into the relative underlying agreements.

3.11 The standards of performance desired by WAM, the configurations, and aims specified thereby, shall not exonerate the Supplier from the commitment undertaken thereby to provide products and solutions which are technically faultless and reasonably priced, and likewise compliant with the legislation in force. The Supplier shall inform WAM if the performance standards, configurations, and aims stated hereinabove conflict with such solution or if any modifications or improvements to the purpose or aim of the performance are necessary or appropriate for other reasons. Additional services or modifications made without prior written permission from WAM may not be used by the Supplier as grounds for claims.

3.12 WAM shall be informed immediately in the event that industrial or intellectual property rights held by third parties are required in order to process the order, even if there is simply a possibility thereof.

3.13 The services shall be provided in compliance with the scope of the Agreement and the aim of the services; the above applies also to the paperwork containing the specifications. The Supplier shall adhere to the general state of the art and the science, in addition to applicable legislation, consumer association guidelines, and to safety procedures and relative

货物所需的必要文件（例如材料证书、尺寸报告、说明书和用户手册、安装和装配手册，以及质保证明）。如果在交付货物时，供应商未交付相关的文件，应视为供应商未完全交货。当供应商交付该等相关文件以完成交货时，才能出具货物的相关发票。

3.10 供应商应使用其自有的业务组织直接提供服务。经威埃姆事先书面许可，供应商才能委托第三方提供部分服务。在任何情况下，即使威埃姆给予许可，供应商仍须就指定的服务提供商实施的任何活动向威埃姆承担责任，如同该等服务由供应商直接提供。如果供应商委托第三方提供服务，供应商承诺：若第三方拒绝履行承诺，或者未履行承诺的服务，供应商应赔偿威埃姆由此遭受的所有损失。与第三方签订的相关协议中须纳入本协议的各项条款和条件。

3.11 即使威埃姆规定相应的性能标准、配置要求和目标，供应商提供的产品和解决方案仍须符合其承诺，确保不存在技术缺陷且合理定价，符合当时有效的法律。如果威埃姆的上述性能标准、配置要求和目标与供应商的解决方案存在冲突，或者由于其他原因需要对履行的目的或目标作出必要或适当的修改或改进，供应商应通知威埃姆。对于未经威埃姆事先书面许可实施的其他服务或修改，供应商不得以此为由要求威埃姆支付相应费用。

3.12 如果处理订单需要使用第三方拥有的工业产权或知识产权，供应商应立即通知威埃姆，即使仅存在此项可能性。

3.13 提供的服务须符合协议规定的范围和服务目标。上述规定也适用于包含规格要求的文件。除了遵守适用的法律规定、消费者协会指引以及安全流程和相关措施（包括威埃姆的安全标准）以外，供应商还须符合当时的基本科技水平。当执行工程订单时，服务成果必须易于实施维护和 / 或检查。

3.14 除非本协议中另有其他规定，供应商或指定实施该等活动的第三方制作的图纸、描述、计算和其他物品应在制作完成时成为威埃姆的财产，无须威埃姆支付额外报酬。协议双方因此同意：供应商和第三方对于该等物品不享有任何权利，该等物品属于威埃姆的财产；威埃姆无须为此向第三方支付任何额外报酬，该等报酬已包含在威埃姆向供应商和第三方支付的制作服务报酬中。上述所有文件的原件应在制作完成后尽快交付给威埃姆。向威埃姆提供的文件应在安全场所妥善保存。处理订单时制作或取得的该等文件和其他文件（例如设计、图纸、草稿等）仍属于威埃姆的财产，应当在订单履行完成时尽快归还给威埃姆。对于交付的文件，威埃姆还有权申请取得专利或注册实用新型。供应商不得保留任何权利。

3.15 如果威埃姆已声明服务目标，供应商应确保服务符

measures, including the WAM safety standards. When executing engineering orders, the performance shall be aimed at ensuring easy performance of maintenance and/or inspection work.

3.14 Unless envisaged otherwise by the Agreement, the drawings, descriptions, calculations, and everything else produced by the Supplier or by third parties appointed to carry out such activities, shall become property of WAM upon the production thereof without any requirement arising concerning the remuneration thereof by WAM; on this note, the Parties henceforth agree that not only do the Supplier and the third parties not have any rights over such works, as they become property of WAM, but that the latter shall not pay any sum to the Supplier therefor, since remuneration therefor is understood as already included in the remuneration already payable to the Supplier and the third parties for the creation thereof. All the paperwork stated hereinabove shall be delivered to WAM in the original versions thereof as soon as they have been produced and are complete. The paperwork made available by WAM shall be stored carefully, in a safe place. This paperwork and other documents, such as designs, drawings, drafts, etc produced or procured in order to process the order shall remain property of WAM, to which such items shall be returned upon completion of the order at the latest. WAM reserves the rights over the paperwork made available also in the event that a patent is granted or a utility model is registered. All rights of retention by the Supplier are hereby excluded.

3.15 Where informed of the aim of the services, the Supplier shall ensure compliance of the services with such declared aim. Inspections or approvals of parts of the service shall not affect the Supplier's obligation to perform the services and provide the guarantees therefor. Acceptance shall follow on from the approval of the completed services, not from the use or payment thereof.

3.16 At its own discretion, WAM may make use of the deliverables produced during the provision of the services (including the inventions and rights of use envisaged by the applicable industrial property code), as of the time at which such deliverables are devised and produced, doing so unburdened by rights or claims by third parties, and without any remuneration payable therefor to the Supplier

3.17 Any inventions made by the Supplier during the assignment, whether patentable or not, shall be property of WAM solely, without any remuneration for the Supplier. Where not expressly provided for otherwise in the general conditions of purchase, the latter shall take appropriate measures for the immediate transfer to WAM of the inventions.

4. "Goods ready" notice

The deliveries shall take place subject to the provision of notice thereof, via email or fax made out for the attention of the WAM person concerned, with at least two days' notice and three for bulky goods, such as: containers, pipes, metal sheet, timber, etc. On the basis of this notice, if the agreed supply conditions

合该等声明的目标。检查或批准部分服务不影响供应商履行服务的义务以及供应商为此提供的保证。当威埃姆批准完成的服务时，即视为威埃姆已接受该等服务，而不是威埃姆使用或付款时。

3. 16当服务提供期间的交付成果设计和制作完成后，威埃姆可以自由使用该等交付成果（包括发明以及适用的工业产权法律规定的使用权），但威埃姆使用该等交付成果不得影响第三方的权利或请求权，威埃姆无须因此向供应商支付任何报酬。

3. 17供应商在履行服务过程中创造的任何发明（无论是是否可申请专利）应属于威埃姆的专有财产，威埃姆无须因此向供应商支付任何报酬。若基本采购条款中没有明确规定，供应商应当采取适当措施立即将发明转让给威埃姆。

4、 “货物备妥” 通知

供应商应在交货前至少提前两天通过电子邮件或传真方式通知威埃姆的联络人；对于大宗货物，例如：集装箱、管道、金属板材、木材等，应提前三天通知。基于此项通知，如果约定的供货条件为工厂外交货，威埃姆应

are ex-works, WAM shall choose a courier/haulage firm to which to assign the carriage and shall inform the Supplier thereof; should the latter fail to comply strictly with such specifications, WAM may refuse to accept the delivery. WAM shall plan the arrivals of the courier/haulage firm, establishing the priority of such arrivals and the unloading of the vehicles thereof in order to minimise waiting times. Any deliveries not planned according to the notice sent by the Supplier shall be given lowest priority and may possibly only take place on the day following the arrival at the WAM facilities.

5. Delivery notes (*)

5.1 In order to ensure smooth management and guarantee payment of the invoices on time and in the ways agreed (as stated on the purchase order), the Supplier shall guarantee that:

- in addition to the information required by law or by the Supplier, all delivery notes, without exception, shall state:
 - the order number, the job number (if expressly requested on the purchase order);
 - the WAM ID article code for the product purchased;
 - the WAM description of the product purchased;
 - the order line number of the product purchased and delivered;
 - the quantity of goods delivered for each product code and - where envisaged by the agreement between the Parties - for each pack unit;
 - the quantity delivered shall be stated in the same unit of measurement as stated on the purchase order;
 - for supplies whose purchase price refers to a different unit of measurement to that stated on the purchase order, the quantity delivered shall be stated in both units of measurement (e.g. kg and m; kg and number of units; etc.);
- each pack unit shall contain the following information:
 - the WAM ID article code for the product purchased;
 - the WAM description of the product purchased;
 - the number of products contained in the pack.

If the Supplier fails to comply with one or more provisions of this article, WAM shall be entitled to return the goods to the Supplier at the expense thereof, and/or charge the latter for any further costs incurred thereby for receiving the goods nevertheless. Should WAM decide to receive the goods nevertheless, it shall not be held in any way liable for any delays in the payment of the invoices therefor.

(*) In the countries where the delivery note is not a mandatory document, the information required in this article must be indicated on the proforma invoice accompanying the goods.

选择一家快递公司 / 物流公司托运并通知供应商。如果供应商未严格遵守该等要求, 威埃姆可以拒绝收货。威埃姆应预计快递公司 / 物流公司的到达时间, 确定货物到达和车辆卸货的优先顺序, 以尽量减少等待时间。未按照供应商通知的预计时间实施的交货将不给予优先安排, 只能在货物运抵威埃姆工厂后的第二天卸货。

5、交货单 (*)

5.1 为了确保实施顺利管理和及时按照 (采购订单中) 约定的付款方式, 供应商应保证:

- 除了法律或供应商要求的信息以外, 所有交货单须无一例外地注明:
 - 订单编号、工作单编号 (若采购订单上已明确要求);
 - 所购产品的威埃姆物品标识编号;
 - 所购产品的威埃姆描述;
 - 购买和交付产品的订单行号;
 - 按每项产品代码交付的货物数量, 以及 (若协议双方已约定) 包装单位;
 - 交货数量应使用采购订单中规定的相同度量单位注明;
 - 若购买价格使用的度量单位与采购订单中注明的单位不同, 交货数量应当同时以两种度量单位 (例如千克和米、千克和单位数量等) 标明;
- 每个包装单位已包含以下信息:
 - 所购产品的威埃姆物品标识编号;
 - 所购产品的威埃姆描述;
 - 包装中包含的产品数量。

如果供应商未遵守上述任何规定, 威埃姆有权退还货物, 相关费用由供应商承担, 和 / 或要求供应商承担因此产生的其他费用。如果威埃姆决定接受该等货物, 其无须对因此导致的迟延付款承担任何责任。

(*) 如果所在国家并不强制性要求使用交货单, 本条要求的信息必须在货物附随的形式发票中注明。

<p>6. Delivery notes (export)</p> <p>The Supplier is responsible for ensuring all the paperwork required is prepared in good time and without delaying customs procedures relating to the export of the products supplied in compliance with applicable legislation.</p> <p>7. Packaging</p> <p>The Supplier is bound to use appropriate packaging to protect the product during both carriage and storage, and to check with the WAM buyer that such packaging is suitable for the weights and sizes, and likewise to honour any specifications agreed by the Parties.</p> <p>8. Price</p> <p>8.1 The prices of the goods agreed shall not be altered unless agreed upon otherwise in writing. In any case, the new prices shall not apply to prices stated in orders already placed.</p> <p>8.2 In the event of failure to come to an arrangement, the Agreement may be terminated by either of the Parties with the commitment by the Supplier to process all the orders placed until then at the agreed prices in order to guarantee WAM production continuity.</p> <p>9. Payment and invoicing terms</p> <p>9.1 The payment terms found in the purchase order/Agreement hereunder apply. Payment is subject to prior checking of the invoice.</p> <p>9.2 Invoices shall be made out to the WAM group company which placed the purchase order in question.</p> <p>9.3 Invoices shall always indicate the relevant purchase order number.</p> <p>10. Acceptance</p> <p>Acceptance of goods is subject and subordinate to inspection and/or control by WAM to verify the quantity and weight correspondence with the purchase order. The delivered goods will be deemed accepted if WAM does not object anything within 90 days since the delivery.</p> <p>11. Supply quality control</p> <p>11.1 For every batch delivered, the Supplier is bound to check the products supplied according to the sampling plan agreed with WAM.</p> <p>11.2 The Supplier is bound to keep the documentation concerning the checks carried out, giving immediate proof thereof to WAM whenever requested.</p> <p>11.3 For the purpose of these checks, reference shall be made</p>	<p>6、送货单（出口）</p> <p>供应商应及时制作所有要求的文件，不得延误办理适用的法律要求的货物出口相关的海关手续。</p> <p>7、包装</p> <p>供应商必须使用合适的包装，防止货物在运输和存放途中遭受任何损坏，并且应当与威埃姆买方确认该等包装符合重量和尺寸要求以及协议双方约定的任何规格要求。</p> <p>8、价格</p> <p>8.1约定的货物价格不得变更，除非协议双方另有其他书面约定。在任何情况下，新的价格不适用于已提交的订单中规定的价格。</p> <p>8.2若协议双方未能达成安排，协议任何一方可以终止本协议，但供应商必须按照此前已约定的价格继续履行当时已接受的所有订单，以保证威埃姆的生产连续性。</p> <p>9、付款和发票</p> <p>9.1付款方式将在根据本协议签发的采购订单 / 签订的协议中规定。威埃姆将在付款前审核相应发票。</p> <p>9.2发票应当出具给提交相应采购订单的威埃姆集团公司。</p> <p>9.3发票应始终注明相关的采购订单编号。</p> <p>10、接受</p> <p>接受货物前，应由威埃姆检验和 / 或控制，以审核货物数量和重量是否符合采购订单的规定。如果威埃姆在货物交付后90天内未提出异议，应视为威埃姆已接受交付的货物。</p> <p>11、供货质量控制</p> <p>11.1对于每批交付的货物，供应商必须按照威埃姆接受的抽样检验方案对供应的货物实施检验。</p> <p>11.2供应商必须保留检验记录和相关文件，并在威埃姆要求时立即提供相应证据。</p> <p>11.3对于上述检验，应当参照威埃姆的正式文件（图纸、技术规格、供货规格等），并按照货物等级要求符合</p>
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to the official WAM paperwork (drawings, technical specifications, supply specifications, etc.) and – wherever so required by the goods class – to applicable international regulations.

11.4 For products for which processing is required which could result in changes to the structure of the material or part in question (e.g. heat treatment), certification of the treatment carried out is required.

11.5 For trade products (i.e. those sold by catalogue) reference shall be made to the technical catalogue based on which the supply conditions were agreed.

11.6 For all supplies, the Supplier is bound to produce and file the aforesaid inspection certificates and – if raw materials is included in the supply - the certificate of the said material which shall be transmitted to WAM upon request.

11.7 The supply shall be compliant with the quality standards stated by WAM.

11.8 The paperwork stated hereinabove is an integral part of the said supply; should part or all of this not be provided, WAM shall issue a non-compliance report.

11.9 Any flaws, faults or non-compliances with requirements shall be reported through the preparation of a non-compliance report, which shall state the article master data, the short description of the fault, and corrective actions and costs. WAM shall send this report to the Supplier within 30 days from the discovery thereof .

11.10 If the Supplier does not proceed immediately to remedy the remediable flaws, faults following, a request to do so by WAM - in the event of urgency and in particular to avoid imminent risks and prevent further damage - WAM is authorised to either suitably remedy such faults, flaws or non-compliances directly or have them suitably remedied by third parties, at the Supplier's expense.

11.11 In the event that the material needs to be returned to the Supplier, the latter is bound to collect the material, at its own expense and within no more than one week.

11.12 The Supplier is bound to provide a written explanation of the cause of the non-compliance, a description of the corrective action it intends to take to prevent the risk reoccurring, and the time it will take for such action to be implemented.

11.13 The Supplier is bound to replace the non-compliant material, at its own expense and within five days of the date on which the non-compliance was reported and in any case within the time needed to meet the production requirements stated by WAM.

12. Warranty

12.1 The goods and services supplied by Supplier and/or by third parties are guaranteed against faults and flaws (whether linked to the design or manufacture, or arising from the use of

适用的国际标准。

11.4对于加工的产品，如果加工工艺（例如热处理）可能导致相关材料结构或部件发生变化，则必须实施要求的加工处理认证。

11.5贸易产品（例如按产品目录出售的产品）必须符合相应的技术目录以及协议双方约定的供货条件。

11.6对于所有供应的货物，供应商必须制作和提交检验证书；若供应货物包括原材料，还应在威埃姆要求时提供该等原材料的证明。

11.7供应货物应符合威埃姆要求的质量标准。

11.8上述文件是供应货物的组成部分；若供应商未提供上述部分或全部文件，威埃姆将出具一份不合格报告。

11.9对于货物中的任何瑕疵、缺陷或不合格情况，威埃姆将出具一份不合格报告，其中须载明货物的主要数据、缺陷的简要描述以及相应的补救措施和费用。威埃姆应在发现上述问题后三十天内向供应商发送该报告。

11.10如果供应商未能按照威埃姆将的要求立即消除上述瑕疵或缺陷（若可以消除），或者在发生紧急情况时，尤其是可能立即发生危险以及为了防止其他损害，威埃姆有权采取适当措施直接消除该等缺陷、瑕疵或不合格，或者通过第三方采取适当补救措施，相关费用应当由供应商承担。

11.11如果相关材料需要退还给供应商，供应商应当自行承担费用在一周内收回该等材料。

11.12供应商应当提供不合格原因的书面说明、其将采取的防止将来再次发生此类风险的补救措施以及其采取该等补救措施所需的时间。

11.13供应商应当在收到不合格报告后五天内（在任何情况下，必须在符合威埃姆生产要求的期限内），自行承担费用更换不合格的材料。

12、保证

12.1供应商和 / 或第三方提供的货物和服务必须确保不存在缺陷和瑕疵（包括设计或制造缺陷，或者由于使用

inappropriate and/or poor quality materials, and/or incorrect production processes) and therefore are covered by the statutory warranty envisaged for the specific supply characteristics. On this matter, the Parties hereby acknowledge that the term within which WAM may report the latent faults to the Supplier is forty-five working days from the discovery thereof, unless any longer term is envisaged by law and, in any case, the Supplier henceforth irrevocably waives the right to plead delays by WAM in the reporting of the faults.

12.2 In the event that the Supplier supplies products of which it does not have full ownership, the Supplier shall hold WAM entirely harmless in relation to any claims from third parties, and shall likewise guarantee WAM against implied condition as to title.

12.3 The Parties further agree that the term within which claims for compensation may be filed for faults or flaws is three years, with the exception of cases of fraudulent misrepresentation. This does not apply to cases wherein the product is used within a building construction project in accordance with standard uses and laws and such use causes or has caused the faultiness thereof. The aforesaid expiry term begins on the date of delivery of the product (upon transfer of risk).

12.4 When the product no longer has the promised qualities, i.e. those which are essential for the use for which it is intended, WAM is entitled to terminate the Agreement .

12.5 If the Supplier fulfils the additional performance requirement by providing a replacement product, the terms of expiry concerning the replacement goods shall start from scratch on the date of delivery of the replacement product.

12.6 In the event that WAM incurs expenses as a result of non-complaint delivery of the products, such as for carriage, shipping, processing, labour , assembly and disassembly, materials or costs for inspection and checks, such expenditure, which WAM commits to documenting, shall be borne by the Supplier, as shall all the relative compensation and/or penalties payable to the end customer.

12.7 If WAM disputes the supply for any reason whatsoever, it may suspend payment therefor until the reason of the dispute is clarified and solved or the compliance or the grounds for the dispute have been established in court with a res judicata ruling, with the result that the Supplier may neither take action to recover the receivable in question nor apply interest of any kind to the sums not paid by WAM.

12.8 WAM may offset the sums sought from the Supplier for compensation for the damage against the sums payable thereto for the supplies, even if the account payable by WAM is not irrefutable, liquid, and collectable.

12.9 Any payment made by for the supply shall not prejudice in any way WAM's right to dispute such supply and seek refund of the payment , in addition to claiming compensation from the Supplier for all damages suffered, without exception.

不适当和 / 或劣质材料产生的缺陷，和 / 或由于不正确的生产工艺导致的缺陷），并根据具体的供货特性适用相应的法定保证。协议双方在此确认：威埃姆可以在发现任何潜在缺陷后四十五个工作日内向供应商报告该等潜在缺陷，除非法律允许更长的潜在缺陷报告期限；在任何情况下，供应商不可撤销地放弃以迟延报告缺陷为由对威埃姆提出抗辩的权利。

12.2如果供应商对于其供应的产品不享有完全的所有权，因此导致任何第三方索赔，供应商应当向威埃姆给予相应赔偿。供应商向威埃姆提供默示的所有权保证。

12.3协议双方进一步同意，威埃姆有权在三年内提出缺陷或瑕疵的相关索赔，除非供应商存在欺诈性不实陈述。上述规定不适用于按照标准用途和法律规定在房屋建筑项目中使用的产品，若该等使用导致或已导致房屋缺陷。上述索赔期限从产品交付之日起计算（当风险转移时）。

12.4如果产品不符合承诺的质量标准，即产品无法用于预定用途，威埃姆有权终止协议。

12.5如果供应商通过更换产品满足其他性能要求，更换产品的索赔期限从该更换产品交付之日起重新计算。

12.6如果威埃姆因供应商交付的不合格产品产生费用，例如运费、加工费、人工费、装配和拆卸费、材料费、检验和检查费，并且威埃姆可提供相应的凭证证明上述费用，该等费用应当由供应商承担。此外，向最终用户支付的相关赔偿金和 / 或违约金也应当由供应商承担。

12.7如果威埃姆以任何理由对供应的货物提出异议，其可以暂停付款，直至异议的理由查明和解决，或者货物已符合标准，或者该等争议已通过法院判决予以确定。在争议解决前，供应商不得采取措施追索货款，也不得在威埃姆未支付的货款上计收利息。

12.8威埃姆可以从供应商的货款中抵消和扣除供应商应支付的损失赔偿金，即使威埃姆对于其应付的账款无异议且可以清偿。

12.9除了可以要求供应商支付赔偿金以外，威埃姆支付货款的行为并不影响其对货物提出异议的权利和要求退款的权利。

13. Product liability and recall procedure

13.1 In the event that action is brought against WAM for product liability, the Supplier is bound to hold WAM harmless in relation to such claims, if such damage is attributable to a fault in the product supplied by the Supplier. In the event of liability arising from breach, such liability shall – nevertheless – apply solely if the Supplier is the defaulting party. Should the cause of the damage fall within the Supplier's scope of liability, the burden of proving otherwise shall lie therewith.

13.2 In the cases envisaged in **subsection 13.1** hereinabove, the Supplier is bound to sustain all the costs and expenses, including therein the legal costs which may be brought.

13.3 Before any action to recall products due entirely or partly to a fault in a product supplied by the Supplier, WAM shall inform the said Supplier thereof, offering the latter the chance to cooperate therewith and shall discuss therewith the most efficient ways of arranging the collection, except in the event of particular urgency which rules out the possibility of notifying the Supplier and working therewith. The cost of the recall action are understood as to be borne by the Supplier since it is attributable to a fault in the product supplied thereby.

14. Rights of withdrawal and termination

14.1 In addition to the rights of withdrawal and termination envisaged by law, WAM has the power to withdraw from the Agreement or terminate the Agreement with immediate effect in the cases stated hereinunder:

- the Supplier has stopped supplies to the customers thereof;
- the Supplier's equity/financial conditions have seriously worsened or are at risk of seriously worsening, thereby endangering the supply commitment to WAM;
- the Supplier has become insolvent or is overly indebted, or has stopped making payments.

14.2 WAM also reserves the right to withdraw from or terminate the Agreement if the Supplier files for bankruptcy, or applies for composition with creditors, or any other kind of insolvency or debt restructuring proceedings involving the assets thereof.

14.3 WAM also reserves the right to withdraw from or terminate the Agreement if the Supplier outsources its jobs using third party suppliers that do not comply with the law.

14.4 In the event that the Supplier provides a partial delivery of the supply, WAM is entitled to cancel the entire Agreement if it is not interested in such partial performance.

14.5 Should WAM withdraw from or terminate the Agreement on the grounds of the sections hereinabove, the Supplier is bound to make good the losses or damage suffered by WAM as a result thereof, unless the Supplier is not liable for the events leading to the exercising of the rights of withdrawal from or termination of the Agreement.

13、产品责任和召回程序

13.1 如果任何人对威埃姆提起产品责任诉讼，供应商应确保威埃姆在此类索赔中免于承担责任，若由于供应商提供的产品存在缺陷导致该等索赔。如果由于供应商违约导致责任，该等责任应当完全由供应商承担。如果损失原因属于供应商的责任范围，相关举证责任应当由供应商承担。

13.2 就上文**第13.1条**所述事件而言，供应商应承担所有相关费用和支出，包括可能产生的法律费用。

13.3 如果完全或部分由于供应商提供的产品存在缺陷而导致任何产品召回行动，威埃姆应通知供应商，允许供应商配合并共同讨论以最有效的方式收回产品，除非发生紧急情况，使威埃姆无法及时通知供应商并与供应商合作解决。如果由于供应商提供的产品存在缺陷而导致产品召回，因此产生的费用必须由供应商承担。

14、解除权和终止权

14.1 除了法律规定的解除权和终止权以外，如果发生以下任何情形，威埃姆有权立即解除或终止协议：

- 供应商已停止向客户供货；
- 供应商的股权 / 财务状况严重恶化，或者有可能严重恶化，因此影响履行其向威埃姆承担的供货义务；
- 供应商破产或资不抵债，或者已停止付款。

14.2 如果供应商申请破产，或申请与债权人达成破产还债和解协议，或者丧失清偿能力，或发生涉及供应商资产的债务重组程序，威埃姆也有权解除或终止协议。

14.3 如果供应商在违反法律规定的情况下将其承担的工作发包给第三方供应商，威埃姆也有权解除或终止协议。

14.4 如果供应商部分交货，且该等部分交货不符合威埃姆的利益，威埃姆有权取消整个协议。

14.5 如果依据上述规定解除或终止协议，供应商必须赔偿威埃姆因此遭受的损失或损害，除非供应商对于协议的解除或终止不承担责任。

14.6 **第13条**规定并不限制法律规定的权利和救济措施。

14.6 The rights and the actions envisaged by law shall not be limited by the provisions hereof stated in **Article 13**.

15. WAM's liability

Any parties who, while processing an order or performing an Agreement, carry out work in a WAM facility or office, shall comply with the working regulations thereof. With the exception of cases of wilful misconduct or gross negligence, WAM cannot be held liable for accidents occurring in the facilities/offices thereof resulting in injury to the said persons.

16. Handling of material and equipment owned by WAM

16.1 Any material or equipment sent to the Supplier for contract work or provided thereto on free loan for use for the performance of the Agreement are understood as property of WAM Group.

16.2 The Supplier shall be held liable for the loss or destruction thereof or any damage thereto.

16.3 Regarding such materials and equipment, the Supplier is bound as stated hereinunder:

- a) verify the correspondence between what is indicated in the documents and what is actually received;
- b) label, store, and use them with the utmost care and attention, making sure all reference to the instructions provided by WAM is made and all misuse avoided;
- c) arrange appropriate insurance against fire, theft, vandalism and natural events that could lead to the risk of damage or loss thereof, or render them unusable;
- d) report any type of incident to that effect to WAM;
- e) send WAM a year-end inventory of all the materials and equipment either fully or partly owned by WAM;
- f) not to assign them to third parties, unless previously authorised to do so by WAM, in which case the same obligations as stated hereinabove shall likewise be transferred to the third parties.

16.4 In the event of materials supplied by WAM for contract work, no remuneration shall be payable to the Supplier for work performed on the products that are discarded due to flaws and/or faults therein, unless hidden. The Supplier shall likewise be charged for the relevant materials, net of any recoverable amount, in addition to any losses in inventory and transport costs incurred.

16.5 To prevent risks of delays in deliveries to WAM caused by the non-availability at the Supplier's premises of the materials required thereby to carry out the work contracted by WAM, the Supplier is required to inform WAM promptly of any critical issues relating to such materials.

15、威埃姆的责任

在威埃姆的工厂或办公室履行订单或协议、或开展工作的任何人必须遵守威埃姆的规章制度。除非威埃姆实施故意不当行为或存在重大过失，威埃姆对于上述人员在其工厂 / 办公室作业期间因意外事故遭受的损害不承担任何责任。

16、威埃姆拥有的材料和设备的处理

16.1 威埃姆向供应商提供的用于实施合同工作，或者为履行协议向供应商免费借用的材料或设备仍属于威埃姆集团的财产。

16.2 供应商应当对该等材料和设备的丢失、毁损或损坏承担责任。

16.3 对于该等材料和设备，供应商必须：

- a) 检查相关文件描述是否与其实际收到的材料和设备一致；
- b) 按照威埃姆的指示予以标明、存放和谨慎使用，避免任何不当使用；
- c) 为可能导致损坏、灭失，或导致无法使用的火灾、偷盗、故意破坏和自然灾害等投保适当的保险；
- d) 发生任何事件时，应当向威埃姆报告；
- e) 关于威埃姆全部或部分拥有的所有材料和设备，向威埃姆提供年终库存报告；
- f) 不得转让给第三方，除非威埃姆已事先授权，在威埃姆已授权的情况下，向第三方转让时须声明上述各项义务。

16.4 如果威埃姆为合同工作提供材料，如果由于供应商的工作导致相关产品因存在瑕疵和 / 或缺陷而报废，威埃姆无须为此支付任何报酬，除非存在隐藏缺陷。在此情况下，除了其可取得的货款以外，供应商应当赔偿相关的材料费以及库存损失和运费损失。

16.5 为了防止供应商经营场所的材料库存不足，导致其无法及时为威埃姆开展工作，从而向威埃姆逾期交货的风险，供应商发现材料严重不足时必须及时通知威埃姆。

16.6 如果供应商需要将威埃姆拥有的材料转交给其他供应商，并且该等资产不会实际进入威埃姆的经营场所，供应商应及时通知威埃姆并同时发送一份交货单，从而

16.6 If the materials owned by WAM are required to be sent on by the Supplier to a further supplier, without actually entering the WAM premises, the Supplier shall promptly inform WAM thereof, sending a copy of the delivery note at the same time so that WAM is guaranteed the traceability of such materials.

17. Force majeure

In the event of cases of force majeure, labour disputes, disruptions beyond the control of WAM, riots, government measures and other unavoidable events, WAM is free from the obligation to accept the goods and/or services in accordance with the deadlines envisaged, throughout the duration of such events. During such events, and for 2 (two) weeks subsequently thereto, WAM is entitled - without prejudice to any other right thereof - to withdraw in whole or in part from the supply Agreement if such events last for a non-negligible period and WAM's requirements are considerably reduced as WAM is forced to realize its production elsewhere due to such events.

18. Confidentiality and privacy

18.1 The Supplier shall maintain confidentiality (in relation to third parties) concerning all commercial and technical information made available thereto by WAM (including information that can be obtained from objects, documents, or software, and any other information or experience) and likewise the results of the work achieved on the basis of the Agreement - (hereinafter referred to as the "**Confidential Information**") - with the exception of any information which is already public knowledge. The Confidential Information shall be made available at the Supplier's head office and solely to those people for which such information is required for the purposes of the supplies to be made to WAM. Such persons shall undertake to keep such information confidential. The Confidential Information is the sole property of WAM and may not be duplicated or used commercially - except for deliveries to WAM - without the prior written permission of WAM. As requested by WAM, all the Confidential Information disclosed by WAM (including copies or records, if any), as well as assets and tools given by WAM to the Supplier for use thereby, shall be returned or destroyed immediately in a proven manner. All rights to the Confidential Information are reserved by WAM (including industrial and intellectual property rights). This reserve shall also apply to information provided by third parties.

18.2 The products manufactured on the basis of paperwork such as drawings, designs, and suchlike, prepared by WAM or based on confidential information disclosed by WAM and likewise goods produced using tools owned by WAM or with tools modelled thereupon, may never be used by the Supplier outside the Agreement with WAM, or offered or assigned to third parties. The provisions stated hereinabove also applies to orders placed by WAM.

使威埃姆能够跟踪该等材料的去向。

17、不可抗力

如果由于不可抗力、劳动争议、威埃姆无法控制的他人破坏活动、暴乱、政府行为和其他无法避免的事件，导致威埃姆在该等事件持续期间内无法按照规定的期限接受货物和 / 或服务，威埃姆对此不承担任何责任。在上述事件持续期间内以及此后两（2）周内，在不影响威埃姆享有的任何其他权利之前提下，威埃姆有权全部或部分解除供货协议，若该等事件持续更长期间，同时威埃姆的需求量大量减少，威埃姆由于该等事件必须到其他地点实现其生产。

18、保密和隐私

18.1 供应商应当对威埃姆提供的所有商务信息和技术信息（包括可以通过标的物、文件或软件取得的信息，以及任何其他信息或经验）以及基于协议实现的成果（以下统称“**保密信息**”）予以保密（就第三方而言），已公开的任何信息例外。保密信息应在供应商的总部提供，只能向威埃姆供货时必须使用该等信息的人员提供。该等人员必须承诺对上述信息保密。保密信息是威埃姆的专有财产，未经威埃姆事先书面许可不得复制或商业性使用（向威埃姆交货时使用除外）。当威埃姆要求时，威埃姆披露的所有保密信息（包括副本或记录，若有）以及威埃姆向供应商提供使用的所有资产和工具应当及时归还，或者以可证明的方式销毁。保密信息的一切相关权利应当由威埃姆保留（包括其中的工业产权和知识产权）。此项权利保留也适用于第三方提供的信息。

18.2 根据威埃姆制作的文件（例如图纸、设计和其他类似物品）或者威埃姆披露的保密信息制造的产品，以及使用威埃姆拥有的工具生产的货物或制作的模具不得在协议规定范围以外使用，也不得向第三方提供或转让。本条规定也同样适用于威埃姆提交的订单。

18.3 未经威埃姆事先书面同意，供应商不得以任何方式复制保密信息。每份副本必须包含原件中的保密要求。

18.4 如果供应商按照公共主管部门的命令或者基于法律义务必须披露任何保密信息，供应商应及时通知威埃姆，从而使威埃姆能够阻止或限制该等披露。供应商应配合威埃姆，从而使威埃姆能够取得适当的救济或限制。如果上述命令或法律义务不允许供应商通知威埃姆，供应商仍应尽可能地限制保密信息的披露数量，且必须采取一切措施确保披露的保密信息得到保密对待。

18.3 The Supplier shall not copy or reproduce the Confidential Information, with any means, without the prior written permission of WAM. Each copy shall include the confidentiality requirements contained in the original copies.

18.4 If the Supplier is required to disclose any of the Confidential Information by order of a public authority or as a result of legal obligations, the former shall inform WAM thereof promptly to allow the latter to prevent or limit the disclosure thereof. The Supplier shall cooperate with WAM in order to obtain such remedies or limits. If the order or obligation does not allow the Supplier to inform WAM, the Supplier shall still limit the amount of Confidential Information disclosed as far as possible and shall do whatever is necessary to ensure the Confidential Information disclosed is handled confidentially.

18.5 The Supplier shall stop using the Confidential Information immediately if requested to do so by WAM and shall return all the media containing such information and all copies thereof.

18.6 Regarding the Confidential Information of a technical and commercial nature received from WAM for the supply of the product and the service, the confidentiality requirement shall also continue following performance and completion of the Agreement, unless the Confidential Information becomes public knowledge for reasons not attributable to the Supplier, or if WAM waives the confidentiality requirement in writing.

18.7 Delays in or failure to request that confidentiality requirements be fulfilled shall not constitute a waiver by WAM of its rights. Any single or partial request for fulfilment of the confidentiality requirements envisaged in the article hereinunder shall not preclude any further request for fulfilment. The Supplier undertakes to pay a fine amounting to € 50,000.00 (fifty thousand/00 euro) for each unauthorised disclosure or for any breach of the confidentiality requirements envisaged in the article hereinunder which WAM may claim there against, without prejudice to WAM's right to seek compensation for further damage. Without affecting any other rights or remedies that any Party may have, the Parties agree that damages will not be an adequate remedy for any breach of the obligation(s) under the Agreement and that WAM shall be entitled to injunction for specific performances or activities and other equitable relief for any threatened or actual breach of this article.

19. Compliance with requirements and principles

19.1 The Supplier shall comply with legal requirements concerning the treatment of employees, environmental protection and health and safety in the workplace and shall undertake to minimise the negative effects of the activities thereof on both people and the environment. Furthermore, the Supplier shall comply with the principles of the UN Global Initiatives, in particular those relating to international protection of human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discrimination in employment processes, environmental responsibility, and the

18.5 当威埃姆要求时，供应商应立即停止使用保密信息，并将包含保密信息的所有载体以及保密信息的所有副本归还给威埃姆。

18.6 关于为了提供产品和服务从威埃姆取得的技术性和商业性保密信息，相关保密义务应当在协议履行完成后继续有效，除非保密信息已公开，而供应商对此没有任何过错，或者威埃姆已书面放弃保密要求。

18.7 威埃姆迟延或未要求供应商履行保密义务并不构成威埃姆权利的放弃。单独行使或部分行使本条规定的相关保密要求并不排除将来行使该等保密要求。供应商承诺：如果其未经授权擅自披露任何保密信息，或者违反本条规定的保密义务，对于每次违约行为，威埃姆可以要求供应商支付50,000.00欧元（伍万欧元整）的违约金，且不影响威埃姆要求赔偿其他损失的权利。在不影响协议一方可能享有的其他权利和救济的前提下，协议双方同意：当协议一方违反本协议项下任何义务时，损害赔偿金可能不足以提供充分补偿；因此，当接收方即将违反或实际违反本条规定时，威埃姆有权寻求特定履行或禁令救济，以及其他衡平法救济。

19、遵守各项要求和原则

19.1 供应商应当遵守与员工对待、环境保护、工作场所卫生和安全等相关的法律规定，并承诺最大限度地减少其生产经营对人员和环境产生的不利影响。此外，供应商还应遵守联合国全球倡议中规定的原则，特别是与国际人权保护、集体劳动合同谈判权、禁止强迫劳动和雇用童工、禁止雇工招聘过程中的歧视、环境责任和预防腐败等相关的原则。

19.2 如果供应商多次违反法律和 / 或经正当警告后仍然违反法律，并且未能在合理期限内证明其已经采取补救

<p>prevention of corruption.</p> <p>19.2 In the event that the Supplier breaks the law repeatedly and/or breaks the law despite being duly forewarned, and is unable to demonstrate that it has remedied such act of unlawfulness within possible limits and has taken the necessary precautions to prevent future unlawfulness, WAM reserves the right to withdraw from or terminate the supply Agreement without notice.</p> <p>20. Place of performance</p> <p>The place of performance is the place where the goods shall be delivered in accordance with the Agreement or where the service shall be provided in accordance with the provisions of the order/Agreement.</p> <p>21. General Conditions of Purchase Language</p> <p>If the General Conditions of Purchase are written in two languages, the provision set forth in English shall prevail in case of any language conflict.</p> <p>22. Miscellaneous</p> <p>22.1 The ineffectiveness of any provision of conditions hereunder or of any subsequent supplementary agreements shall not affect the validity of the other conditions. The Parties shall agree on a replacement provision which most closely reflects their intentions on a financial level.</p> <p>22.2 The terms and conditions of purchase hereunder are governed solely by the laws of the country of residence of the WAM group company to which the products and services shall be supplied. No application shall be made of the Hague Convention on the uniform law on the international sale of goods, of the United Nations Convention on Contracts for the International Sale of Goods, or of other conventions, regulations or rules of private international law concerning the law applicable to the sale of products and services.</p> <p>22.3 Any dispute arising from conditions hereunder or in connection therewith shall be referred solely to the court with jurisdiction in the location of the registered office of the WAM group company to which the products and services shall be supplied, with any other concurrent or alternative court hereby expressly precluded.</p> <p>22.4 The Parties hereby mutually acknowledge that each provision of the general conditions of purchase hereunder has been amply discussed and agreed and specifically approved by both Parties hereto in their professional capacities, as have every single article, section, and subsection, and in particular, the following clauses stated hereinunder:</p> <p>3. Deliveries, paperwork, supplies, intellectual property,</p>	<p>措施以及采取必要的防范措施防止将来发生违法行为，威埃姆则有权不经通知立即解除或终止供货协议。</p> <p>20、合同履行地</p> <p>合同履行地是指按照协议交付货物的所在地点，或者按照订单 / 协议规定提供服务的所在地点。</p> <p>21、基本采购条款的语言</p> <p>如果基本采购条款以两种语言书写，任何语言版本出现冲突时应当以英文版为准。</p> <p>22、其他条款</p> <p>22.1 如果协议或任何补充协议中的任何条款无效，该条款无效不影响其他条款的效力。协议双方同意以经济方面最接近最先意图的条款替代该等无效条款。</p> <p>22.2 本基本采购条款和条件仅适用取得产品和服务的威埃姆集团公司住所地国家的法律。本基本采购条款和条件不适用《关于国际货物买卖合同成立统一法的海牙公约》、《联合国国际货物销售合同公约》或者其他适用于产品和服务销售的公约、国际私法规定或规则。</p> <p>22.3 本基本采购条款和条件引起或相关的任何争议应当由取得产品和服务的威埃姆集团公司注册地法域内的法院排他性管辖。在此明确排除任何其他法院的共同管辖或替代管辖。</p> <p>22.4 协议双方在此确认：本基本采购条款和条件的各项条款由协议双方基于其专业能力共同协商确定和特别批准，具体条款和规定如下：</p> <p>3、交货、文件、供应物资、知识产权、与第三方的交易</p> <p>4、“货物备妥”通知</p> <p>5、送货单</p> <p>10、接受</p> <p>11、供货质量控制</p> <p>12、保证</p>
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dealings with third parties	13、产品责任和召回程序
4. "Goods ready" notice	14、解除权和终止权
5. Delivery notes	15、威埃姆的责任
10. Acceptance	16、威埃姆拥有的材料和设备的处理
11. Supply quality control	18、保密和隐私
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13. Product liability and recall procedure	
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15. WAM's liability	
16. Handling of material and equipment owned by WAM	
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