2. Blueprints, directives and instructions of Buhler, technical documentation and production means to the purchaser on completion of the contract concluded with the purchaser without the prior written permission of the purchaser. All agreements and legally relevant declarations of the contracting parties must be made in writing to be valid.

3. Delivery dates 交货日期
   The delivery dates specified by the purchaser in the order shall be binding. The supplier has to immediately inform the purchaser when circumstances making it impossible to keep delivery dates emerge. The delivery dates refer to the supply of the owed subject matter of the contract at the place of performance of the supply. If the delivery date is not observed, the supplier shall be entitled to insist on the fulfilment of the contract or to waive any further supply without granting any extension of the delivery date. In any case, the supplier shall become liable to pay indemnification to the purchaser.
   In the event of a delayed delivery, a penalty amounting to 1% of the order value affected by the delay for each commenced week. Payment of the penalty shall not release the supplier from the fulfillment of the rest of the contract. Claiming further damages by the purchaser shall be reserved.

4. Place of performance 业务履行地
   Place of performance is the place of transfer of the supplies mentioned in the order. The place of performance for the payment is at the Purchaser's place.

5. Transfer of benefit and risk 收益及风险转移
   The benefit and risk of the ordered subject matter defined in the contract shall in no event be transferred to the purchaser before delivery at the place of performance mentioned in the order. The contract标的的所有权和风险无论何时都不应由合同双方的交付履行地点转移至采购方。

6. Delivery and insurance 运输及保险
   The delivery and insurance instructions of the purchaser shall be observed in transporting the supplies. The supplier shall be liable both for improper packing and for damage sustained during transport and intermediate storage.

   All the costs in relation to packing, transportation, loading and unloading of the supplied goods or services shall be borne and paid by the supplier. Transportation insurance covering the whole duration of transportation for 110% of the total contract value and freight against all risks shall be arranged for, borne and paid by the supplier.

   A delivery note shall be attached to each dispatch of supplies. It shall contain the following information: Buhler order no., Buhler article no., name or description of item, quantity, gross weight, net weight, as well as number of packages and dimensions.

   货物的运输、运输及保险规定，均应由采购方承担。采购方应当对由于装运不当引起的损坏及非运输中所造成的损失及责任负责。

   所有与采购物或服务有关的包装、运输、装卸的有关费用应由供应商承担并支付。供应商应根据实际装运价值支付保险费用。该运输保险应覆盖整个运输期间，按总合同金额及运费的110%为保险金额投保一切险。

   每批发货应附有发运单，包含以下信息：Buhler订单号、Buhler货号、品名或项目描述、数量、毛重、净重以及包装件数和尺寸。

7. Warranty and correction of defects 质量保证及缺陷修复
General Terms and Conditions of Purchase (for domestic business)

The purchaser shall be entitled to make complaints of defect within the warranty period without obviating any time limit for claims. In particular, any payment made by the purchaser shall not constitute any acknowledgement with respect to quantity, price or quality, and shall in no manner affect the right of the purchaser to make claims.

The supplier shall guarantee freedom from defects during two years after the supplies go into service. The supplier shall correct all defects claimed by the purchaser up to the end of the warranty period immediately upon the first request and at no cost to the purchaser. After correction of a defect, the warranty period and the period for claims for the corrected and/or replaced part of the delivery start running anew.

If the supplier fails to honour his warranty obligations, or if he does not honour them without delay or completely, the purchaser shall be entitled at its own discretion either to insist on proper correction of the defects, to have the defects corrected by a third party at the supplier’s expenses or to claim a price reduction or to return the supplied subject matter of the contract against reimbursement of any payment or payments that already have been made. In addition, the purchaser reserves the right to claim damages from the supplier.

8. Technical modifications

Deviations from the agreed technical specifications and other modifications to the subject matter of the contract to be supplied by the supplier after conclusion of the contract shall not be allowed. They require the prior written approval by the purchaser. The supplier reserves the right to make technical corrections and modifications to the subject matter of the contract, as far as the deviations are necessary for the proper performance of the contract or are due to technical requirements, or if changes in the technical specification of components delivered by the supplier become necessary due to modifications of the contractually agreed subject matter. Changes in the address for payment shall be reported to the purchaser by the supplier in good time and in writing.

9. Patents and protective rights

The supplier warrants and represents that no patent rights, protective rights or other rights of third parties (e.g. computer software copyrights) are violated by the supply or by the utilization of the contractual subject matter supplied, and he shall fully indemnify the purchaser against any claims made by third parties. In case of an infringement of patent rights, protective rights or other rights of third parties, the purchaser shall be entitled, at his own discretion and regardless of whether the supplier is at fault or not, to cancel the contract and/or to claim damages from the supplier.

The supplier shall bear all costs relating to the return of defective subject matter to the supplier or the replacement, rectification or repair of the defective subject matter, if any. The supplier shall bear the costs for the replacement of the defective part of the delivery. The warranty period and the period for claims for the replaced part of the delivery start running anew.

10. Safety and accident prevention / Official and legal requirements and regulations

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

The utilization of an order placed by the purchaser, the subject matters of contract supplied to a third party or to use them for other purposes than for fulfillment of the contract concluded with the purchaser. These obligations shall remain valid even after expiration of the contract. If this obligation to maintain secrecy or the restriction of use is violated, the purchaser reserves the right to claim damages from the supplier.

11. Secrecy

The supplier shall not be allowed, without prior written permission of the purchaser, to make any contractual agreements or information of technical or commercial nature that he receives in the context of contract performances, accessible to third parties or to use them for other purposes than for fulfillment of the contract concluded with the purchaser. These obligations shall remain valid even after expiration of the contract. If this obligation to maintain secrecy or the restriction of use is violated, the purchaser reserves the right to claim damages from the supplier.
15. Code of Conduct / Legal Compliance 行为准则 / 合规

The supplier commits and will ensure that its employees, directors, officers, representatives, agents and sub-suppliers, shall in all respects and at all times adhere to the principles set forth in the Supplier Code of Conduct of the purchaser and Buhler Minimum Occupational Health and Safety Requirements from time to time in force.

The valid Supplier Code of Conduct and Buhler Minimum Occupational Health and Safety Requirements are accessible on Buhler’s homepage www.buhlergroup.com/suppliers.

Furthermore, the supplier will and will ensure, that its employees, directors, officers, representatives, agents and sub-suppliers will comply with all applicable legal requirements, whether local or foreign, including but not limited to any laws prohibiting corruption and bribery as well as with the Anti-Bribery and Anti-Corruption Rules of Buhler.

Prohibited are in particular:

- Payments for undue services.
- Payments for unaccounted services.
- Payments aimed at accelerating a process (“facilitation payments”).
- Payments without evidence of a receipt.
- Commissions not reflecting market conditions.
- Gifts (goods, entertainments, cash disbursements) exceeding CHF300 or its equivalent in other currencies.
- Over-invoicing and under-invoicing.

Supplier should ensure and abide by all applicable laws, regulations, codes of conduct and requirements relevant to personal data processing and obtain valid consent (if applicable) thereby especially pointing out clause. The supplier further undertakes to inform its personnel of whom the purchaser is entitled to process personal data and obtain valid consent (if applicable) thereby especially pointing out the purchaser’s right to transfer personal data to third parties or third parties abroad while ensuring a comparable data protection level as described in the purchaser’s privacy policy, in accordance with applicable law.

16. Data Protection 数据保护

The supplier acknowledges and agrees that the purchaser may have access to personal data (i.e. information relating to identified or identifiable natural person for example names, functions or contact details) of the supplier’s employees, representatives, consultants, agents, contractors and other personnel. Such personal data may be processed by or on behalf of the purchaser in accordance with Buhler’s privacy policy, available at www.buhlergroup.com/privacy in order to enter into and perform any rights and/or obligation under these General Terms of Purchase as well as related purposes, including but not limited to order and payment processing, tolls and import/export management, customer relationship management, business accounting and general administrative purposes. The parties agree that they act as independent controllers (as defined under applicable law) in relation to personal data processed in accordance with this clause. The supplier further undertakes to inform its personnel of whom the purchaser is entitled to process personal data and obtain valid consent (if applicable) thereby especially pointing out the purchaser’s right to transfer personal data to third parties or third parties abroad while ensuring a comparable data protection level as described in the purchaser’s privacy policy, in accordance with applicable law.

17. Further terms and conditions 进一步的条款和条件

On request and after prior written application, the supplier shall grant the purchaser admission to their production facilities. The supplier shall be obliged to check the contractual subject matter to be supplied for completeness, operability and perfect quality.

Goods rejected by the purchaser shall be sorted out and returned at the supplier’s costs and risk. In such a case, the supplier shall effect a compensation delivery without delay.

On request, the supplier shall provide a complete and accurate list of all materials, including descriptions and quantities, used in the production of the goods and services, and a list of all subcontractors involved in the production.

18. Place of jurisdiction and applicable law 争议地和适用法律

The place of jurisdiction shall be exclusively the people’s court of the purchaser’s business place.

The applicable law shall be exclusively the law of the People’s Republic of China.

19. Language 语言

These GTP are in Chinese and English. The ruling language is Chinese, and the Chinese version shall prevail in case of any language discrepancies.

本通用采购条款以中文和英文写就，如果两种语言文本之间有差异，以中文为准。