



采购通用条款及条件 汉圣中国

General Terms & Conditions of Purchase H&R China

适用区域 (Scope)

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1	概述.....	3
2	定义.....	4
3	文件.....	4
4	价格&付款条款.....	5
5	订单确认.....	5
6	交货单据&包装.....	5
7	交货条款-货权转移.....	5
8	风险.....	5
9	保密性.....	6
10	通知义务.....	6
11	延迟.....	6
12	检验, 质量&环境标准.....	6
13	保证.....	7
14	产品责任条款.....	7
15	出口&进口.....	7
16	重量和数量.....	8
17	司法管辖地.....	8
18	可分割性.....	8

1	General.....	3
2	Definitions	4
3	Documentation.....	4
4	Prices & Terms of Payment.....	5
5	Order Confirmation.....	5
6	Delivery Documents & Package	5
7	Terms of Delivery - Passing of Title....	5
8	Risk	5
9	Confidentiality.....	6
10	Obligation to Notify	6
11	Delay	6
12	Inspection, Quality & Environmental Standards	6
13	Warranty	7
14	Product Liability	7
15	Export & Import.....	7
16	Weights and quantities.....	8
17	Place of jurisdiction	8
18	Severability clause.....	8

如有质疑, 中文版本

Convenience translation. In case of doubt, the Chinese version shall apply.

For the sake of simplicity and easier reading this or similar designations of individual persons or groups include both sexes.



1 概述

这些采购通用条款将会适用在汉圣中国与卖方之间在进行采购交易过程所涉及各个阶段（例如询价、采购订单或合同时）。除非汉圣在接到卖方订单确认书之前已经书面确认接受，否则汉圣不接受卖方任何的销售条款和条件。

双方协议须充分尊重现行有效版本的汉圣“公司方针”以及“供方行为规范”，卖方必须履行其中所列的要求，并在交易执行过程中贯彻落实。

请遵守现行版本的汉圣“公司方针”。

有关内容请访问网址：

<https://www.hur.com/en/hur-ag/our-values/>

请遵守现行版本的汉圣“供方行为规范”。

有关内容请访问网址：

<https://www.hur.com/en/meta/suppliers/>

请遵守现行版本的汉圣“机械安全的附加条款和条件”。

有关内容请访问网址：

<https://www.hur.com/en/meta/suppliers/>

当采购方对采购产品有 REACH 要求时，卖方交付化学物质或制剂时，现行版本的汉圣“关于化学物质或制剂交付的补充通用条款及条件”必须被遵守。

有关内容请访问网址：

<https://www.hur.com/en/meta/suppliers/>

禁止使用致癌物质。

请遵守现行版本的对于在汉圣集团所属场地操作的附加合同条款和条件“针对承包人和分包人公司的安全规定”。

有关内容请访问网址：

<https://www.hur.com/en/meta/suppliers/>

请遵守现行版本的汉圣“关于废物处置服务的补充条

1 General

These General Purchasing Conditions shall apply between H&R China & seller at any stage of the procurement process concerned (e.g. in the request for quotation, the Purchase Order, or the contract). H&R does not accept any of the seller's terms & conditions of sale unless H&R has expressly agreed to any of them in writing prior to the date of H&R receiving the Order Confirmation.

The agreement fully respects the currently valid version of the H&R “Corporate Policy” and “Supplier Code of Conduct” on acceptance and execution of the agreement. The seller must fulfill the requirements listed therein and implement them in the course of the order execution.

Please observe the H&R “Corporate Policy”, in its current version,

available at:

<https://www.hur.com/en/hur-ag/our-values/>

Please observe the H&R “Supplier's Code of Conduct of the H&R Group”, in its current version,

available at:

<https://www.hur.com/en/meta/suppliers/>

Please observe the H&R “Supplementary terms for machine safety”, in its current version,

available at:

<https://www.hur.com/en/meta/suppliers/>

If the buyer has REACH requirements, seller is to deliver chemical substances or preparations, the following must be observed: H&R “Supplementary general terms and conditions for orders concerning deliveries of substances and mixtures” in its current version,

available at:

<https://www.hur.com/en/meta/suppliers/>

The use of carcinogenic substances is prohibited.

Please observe the for working on the company grounds of H&R “Safety regulations for contractors and subcontracted companies”, in its current version,

available at:

<https://www.hur.com/en/meta/suppliers/>

Please observe the H&R “Supplementary terms



款及条件”。

有关内容请访问网址：

<https://www.hur.com/en/meta/suppliers/>

2 定义

“协议”

指本采购通用条款和条件，及其他所有经双方书面同意可作为本协议一部分的相关文件，所共同形成的对汉圣采购产品交易的约束。

“文档”

是指任何图纸、技术文件、软件程序或承载在任何媒介或格式上的数据。

“汉圣”

是指在协议项下从卖方采购产品的汉圣中国及/或其附属公司。

“通则”

是指国际贸易术语解释通则 2010 - 国际商会对于国内和国际贸易术语所制定的规则，在不与本通用和条件项下的贸易术语存在冲突的情况下，该贸易术语被视为纳入本通用和条件，视为其中一部分。

“订单确认”

是指卖方根据本通用条款与条件第 4 条，所发给汉圣的对于汉圣的采购订单的确认。

“产品”

是指卖方依据本协议要求提供的产品、设备、部件、材料、硬件、软件、服务和其他对象（有形的和无形的）。

“采购订单”

是指汉圣书面提交给卖方的产品采购单。

“卖家”

是指产品的卖家。这些条件适用于汉圣采购的所有产品和服务。

3 文件

由汉圣提供给卖方的任何文件须保持汉圣的专有产权，并要应汉圣要求退还。未获得汉圣事先的书面授权，不得复制、转载或散布。卖方根据汉圣产品订单所出具的单据，须为汉圣的专有产权。至于供方提供的其他单据，汉圣有不受限制的复制或使用权，以

and conditions for waste disposal services”, in its current version,

available at:

<https://www.hur.com/en/meta/suppliers/>

2 Definitions

“Agreement”

means these General Terms & Conditions of Purchase & all other documents which the parties have agreed in writing will form part of the agreement governing H&R's procurement of the Product(s).

“Documents”

means any drawings, technical documents, software programs or other data bearing media in whatever medium or format.

“H&R”

means H&R China &/or its affiliates procuring Product(s) from the seller under the Agreement.

“Incoterms”

refers to Incoterms 2010 - The International Chamber of Commerce rules for the use of domestic & international trade terms, and which are incorporated into & form part of these Terms & Conditions to the extent that they do not conflict with any of the terms herein.

“Order Confirmation”

means the confirmation of H&R's order sent by Seller to H&R in accordance with clause 4.

“Product(s)”

means the products, equipment, component, material, hardware, software, services & other objects (tangible & intangible) which the Seller is required to supply under the Agreement

“Purchase Order”

means a written order for the purchase of Product(s) submitted by H&R to Seller.

“Seller”

means the Seller of the Product(s). These conditions apply to the purchase of all Product(s) & services by H&R.

3 Documentation

Any Documents provided to Seller by H&R shall remain H&R's exclusive property & shall be returned to H&R on request. The Documents may not be copied, reproduced or distributed without prior express written approval by H&R. Documents specifically prepared as a result



用于满足汉圣采购交易之目的。

4 价格&付款条款

协议所载价格为确定价格。所有的费用和税款须由卖方按照采购订单载明的贸易术语所规定的来承担。货款在收到发票月份的下一月 30 日之前结清。如果货款支付延误，卖方可提醒汉圣，汉圣须尽快结清款项。

5 订单确认

卖方应在收到 H&R 采购订单两日内，通过回复汉圣订单确认，以表明订单收讫并确认。在汉圣收到卖方订单确认后，采购交易协议即告确立。

6 交货单据&包装

价格中已含有打包和包装品费用，或基于正常运输条件所采取的防止货物破损或变质的其他保护物费用。产品应根据汉圣的指示作包装和标识。采购订单号和产品号（如适用）需要在运输单据上显示。

7 交货条款-货权转移

交货条款需要遵照国际贸易术语解释通则。在交货时货权转移至汉圣方。

8 风险

根据相应的国际贸易术语的规定，以确定产品的相关风险风险持有人。风险持有方需负责对货物投保险，保额为发票金额的 110%，需要投保一切险

H&R's order of the Product(s) & provided by Seller to H&R, shall be the exclusive property of H&R. With respect to other Documents provided by Seller, H&R shall have the unrestricted right to copy & use such other Documents for the purpose intended by H&R's purchase of the Product(s).

4 Prices & Terms of Payment

The prices stated in agreement are fixed. All charges and duties shall be payable by the Seller as per the Incoterm stated on the Purchase Order. Payment shall be effected before the 30th day of the month following the month of receipt of invoice. If payment is delayed then Seller shall notify H&R and H&R shall thereafter expedite the payment.

5 Order Confirmation

Seller shall confirm receipt of H&R's Purchase Order by sending an Order Confirmation within two (2) working days after receipt of the Purchase Order, and the agreement for purchase shall have been formed immediately on receipt by H&R of the Order Confirmation.

6 Delivery Documents & Package

The price shall include the cost of packing and package or other protection required under normal transport conditions to prevent damage to or deterioration of the Product(s) while in transit to H&R. The Products shall be packed and marked in accordance with H&R's instructions. The Purchase Order number and product numbers (if any) shall be set out in the shipping documents.

7 Terms of Delivery - Passing of Title

The terms of delivery shall be interpreted in accordance with the Incoterms. Title to the Product(s) shall be transferred to H&R when delivery has taken place.

8 Risk

Risk holder part in the products shall be in accordance with the relevant Incoterms. The risk holder party shall be responsible for arranging insurance on the cargo; insurance premium shall be 110 percent of the invoice value, covering all risks.



9 保密性

卖方须负责确保，无论汉圣口头或书面所提供其的文件或信息，在未获汉圣事先书面授权的情况下，均不得透露给第三方。

10 通知义务

如果卖方有理由相信其无法满足所约定的交期，卖方应立即以书面形式通知汉圣，说明延误原因和预计交货日期。此通知并不会解除根据本协议和适用法律所规定的卖方对延迟交货所应承担的责任。如果卖方未能适时提供延迟交货通知，汉圣将被赋予对假如卖方适时通知，本可避免产生的额外成本和费用的向卖方索赔的权利。

11 延迟

无论任何原因，一旦卖方不能在约定交期内交货，并且该延误导致汉圣遭受经济损失，则每延误一周，汉圣有权向卖方索赔采购订单额的 5% 作为违约赔偿金。违约赔偿金总额不能超出采购订单额 40%。如果交货延迟超过 2 周，汉圣可不受约束的取消全部或部分采购订单。

12 检验，质量&环境标准

汉圣有权在卖方及其分包商的场所检查产品和其相应的生产，包括相关的质量保证体系。卖方承诺遵守基于 ISO9001 质量体系标准的适用要求。此外，该产品应满足任何有其管辖权的政府的法律和规章所规定的，对于产品生产、运输和或销售（包括转售）的监管要求。该产品也应符合采购订单规定的或根据当事人之间另有约定的技术及环保标准、任何特殊的市场需求等。

9 Confidentiality

Seller is responsible for ensuring that Documents & other information provided by H&R orally or in writing, is not brought to the knowledge of third parties, without prior written authorization by H&R.

10 Obligation to Notify

Should Seller become aware of reasons to believe that the agreed delivery date cannot be met, Seller shall immediately notify H&R in writing, stating the cause of the delay and an estimated delivery date. Such notification shall not limit Seller's liability for delay according to this Agreement or applicable law. If Seller fails to give such notice in due time, H&R shall be entitled to compensation for all additional costs and expenses incurred as a result thereof which H&R could have avoided if the notice had been duly given.

11 Delay

If, for any reason whatsoever, the Product(s) are not delivered within the time agreed, and such delay causes H&R financial loss, then H&R shall, for each commenced week of delay, be entitled to claim liquidated damages amounting to five (5%) per cent of the relevant Purchase Order price. The liquidated damages shall not, however, exceed a total of forty (40%) percent of the said price. H&R shall be entitled, but not obliged to cancel the whole or part of the Purchase Order if delivery is delayed by more than 2 weeks.

12 Inspection, Quality & Environmental Standards

H&R shall be entitled to inspect the Product(s) & the production thereof, including the relevant quality assurance system, at the premises of Seller and its subcontractors. Seller undertakes to comply with the applicable requirements in the ISO 9001 quality system standards. In addition, the Product(s) shall meet the regulatory requirements imposed by the laws and regulations of any governmental entity having jurisdiction over the production, transport &/or sale (including resale) of the Products. The Product(s) shall also meet the technical standards, the environmental & any special market requirements stated in the Purchase Order or otherwise agreed upon between the parties.



此外，卖方应在任何时候都遵守汉圣关于禁止和限制物质的指令。如果汉圣有要求，卖方应提供证书证明交付产品符合本条款中提到的所有要求。

13 保证

卖方保证

- 其将遵守管辖国家的任何政府或非政府机构适用的法律和规定。
- 该产品将执行和遵守技术规格，并符合在此的其他有关约定，不会有设计、原料和工艺上的缺陷、不足和不符合。

在交付后的 12 个月内（即保修期），如发现产品缺陷、不足和不符合（即缺陷），汉圣可以拒收或退货，所有风险和费用由卖方承担。在这种情况下，汉圣即可以单方面决定取消全部或部分订单，或由卖方负责承担费用修复产品或更换成无缺陷的新产品。修复及更换，应根据要求及时进行。

当一个缺陷已纠正，卖方应参照适用原产品的条款和条件，承诺给予已替换或修复产品同样的保修期。

如果卖方未能在规定的时间内履行其上述义务，H&R 可以在不影响其他补救的情况下，自行或安排第三方进行必要的补救，风险和费用由卖方承担。

14 产品责任条款

由于产品缺陷导致的人员或财产损失应由卖方赔偿，并确保汉圣无责。

15 出口&进口

卖方负责获取和维护汉圣所订购产品在交付时所需的

In addition, Seller shall comply at all times with H&R's directive regarding banned & restricted substances. If requested by H&R, Seller shall furnish a certificate for delivered Products stating that the Products conform to all requirements referred to in this clause.

13 Warranty

Seller warrants that:

- It will comply with the applicable laws & regulations of any governmental or non-governmental body of the countries having jurisdiction over Seller.
- The Product(s) will perform & conform to the specifications and will meet what otherwise has been agreed upon, & will be free from defects, deficiencies & non-conformities in design, materials & workmanship.

H&R may reject any Product(s), and return them at Seller's risk & expense, if at any time during a period of 12 months ("the warranty period") following delivery, they are found defective, deficient or non-conforming ("the defect"). In such cases, and at the sole option of H&R, H&R shall either cancel the whole or part only of the purchase, or Seller shall be obliged at its own cost, to repair the Product(s) or replace them with new Product(s) that are free from defects. Repair & replacement shall be carried out promptly upon demand.

When a defect has been remedied, Seller shall be liable for the warranty period for defects in the replaced or repaired Product under the same terms & conditions as those applicable to the original Product.

If Seller fails to fulfill its obligations above within the prescribed time, H&R may, without prejudice to other remedies available, undertake, or engage a third party to undertake, necessary remedial works at the risk & expense of Seller.

14 Product Liability

Seller shall indemnify & hold H&R harmless for any damage done to persons or to other property which is the result of any defect.

15 Export & Import

Seller is responsible for obtaining and main-



相关出口许可证。卖方应出具由汉圣合理要求的产品相关其他进出口文件。

16 重量和数量

如果双方重量有差异，则以汉圣接收重量为准，除非卖方可以证明其所出具的重量值是基于普遍接受的检测方法并已得到确认。数量差异情况处理类此。

17 司法管辖地

管辖地为汉圣注册所在地。

买卖双方同意，有本协议、本协议项下违约、协议失效或终止等引起或与之有关的一切争议纠纷均应提交中国国际经济贸易仲裁委员会（CIETAC），根据其现行有效的仲裁规则进行仲裁。仲裁地点为上海。仲裁语言为中文。仲裁裁决为最终裁决，对双方均具有约束力。

18 可分割性

本条款和条件项下的某一条款的失效或无法履行，不影响其他条款的效力。

taining any export license(s) required for delivery of the Product(s) to H&R according to the Purchase Order. Seller shall issue all other documents reasonably requested by H&R, regarding export & import of the Product(s).

16 Weights and quantities

In the event of discrepancies in weight, the weight determined by the H&R at the time of receipt shall apply, unless the seller can prove that the weight calculated according to a generally-accepted method was correctly determined. The same shall apply to quantities.

17 Place of jurisdiction

The place of jurisdiction is H&R's registered office place.

Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in the Chinese language in Shanghai in accordance with the Arbitration Rules of the China International Economic and Trade Arbitration Commission (CIETAC) for the time being in force, which rules are deemed to be incorporated by reference in this Clause.

18 Severability clause

If any provision of these Terms and Conditions is or becomes invalid or unenforceable, this shall not affect the remaining provisions.