

## SKF General Conditions of Purchase

### 斯凯孚采购一般条款

Valid from 2008-05-21

自2008年5月21日起生效

**These conditions of purchase shall apply in full unless otherwise agreed in writing. Any other general conditions shall not be applicable, even if they were not rejected explicitly in any individual case.**

除另有书面约定，本采购一般条款应当全部适用。任何其他一般条款不应适用，即使其在任何个别情况下未被明示拒绝。

## 1. Definitions

### 1. 定义

1.1 "SKF" shall mean any company within the SKF Group of companies purchasing products under these General Conditions.

1.1 “斯凯孚”应指在本一般条款下采购产品的斯凯孚集团内的任何公司。

1.2 "Supplier" shall mean any company delivering products to SKF under these General Conditions.

1.2 “供应商”应指在本一般条款下交付产品给斯凯孚的任何公司。

1.3 "Agreement" shall mean any agreement between SKF and the Supplier related to the sale and purchase of any products. These General Conditions and the SKF Quality Standards for Suppliers (as defined below) form an integral part of the Agreement.

1.3 “协议”应指斯凯孚与供应商之间有关销售及采购产品的任何协议。本一般条款及斯凯孚对供应商质量标准（定义如下）是协议的有效组成部分。

1.4 "Products" shall mean any products and services purchased by SKF under these General Conditions.

1.4 “产品”应指斯凯孚在本一般条款下购买的任何产品及服务。

1.5 "Defective Products" shall mean Products that are not in accordance with technical and other specifications specified or otherwise established by SKF or are not fit for the purpose intended. In the absence of documented SKF requirements, "Defective Products" shall mean Products that are not in accordance with approved sample deliveries of the Products or where no samples are delivered, do not conform to generally accepted industry standards.

1.5 “瑕疵产品”应指不符合斯凯孚指定的或另行建立的技术规格及其它规格的产品或不符合特定用途的产品。如无成文的斯凯孚要求，“瑕疵产品”应指与经批准的产品的交付样品不符之产品，或在无样品交付的情况下，与普遍接受的行业标准不符之产品。

1.6 "SKF Quality Standard for Suppliers" shall mean quality requirements issued by SKF Group Purchasing.

1.6 “斯凯孚对供应商质量标准”应指斯凯孚集团采购部出具的质量要求。

## 2. Inspection of production

### 2. 产品检验

2.1 SKF shall have the right to inspect the Supplier's production, take samples and carry out other necessary investigations on the Supplier's premises.

2.1 斯凯孚有权对供应商生产进行检查、采样并在供应商标场所采取其他必要检查。

2.2 It is the Supplier's responsibility to see to it that SKF can exert its right according to clause 2.1 even in cases where production is assigned, partially or entirely, to another

company.

2.2 供应商有义务负责使斯凯孚有权根据第2.1条行使权利，即使部分或全部生产委托另一公司进行。

### **3. Quality, Ethical and Environmental, Health & Safety requirements**

#### **3. 质量、操守、环境、健康及安全要求**

3.1 The Supplier shall comply with the SKF Quality Standards for Suppliers, which implies adoption of the principles of the SKF Code of Conduct and of SKF's Environmental, Health & Safety (EHS) Policy (<http://www.skf.com>) and shall ensure that any Sub-Contractor approved by SKF under Clause 6 of these General Conditions, is legally bound to a similar compliance obligation. The Products shall be in accordance with technical and other specifications specified or otherwise established by SKF. All specifications will be considered to require that each Product must be new when delivered to SKF, unless the applicable specifications expressly permit the delivery of used, reconditioned or remanufactured Product. SKF may refuse to accept any Products that do not conform to all applicable specifications, in which case the Products will not be considered to have been delivered by the Supplier.

3.1 供应商应当遵守斯凯孚对供应商质量标准，该标准包含对斯凯孚行为准则、斯凯孚环境、健康及安全政策原则 (<http://www.skf.com>) 的采纳及应确保任何斯凯孚在本一般条款第6条下批准的分包供应商受相似遵守义务的法律约束。产品应当与斯凯孚指定的或另行建立的技术规格及其它规格一致。全部规格将被考虑以要求每一产品交付给斯凯孚时必须是全新的，除非可适用的规格明确允许被使用过的经修理的或经改造的产品。斯凯孚可拒绝接受任何与全部可适用的规格不相符的产品，在此等情形下，视为供应商未交付产品。

3.2 After SKF has approved sample deliveries and respective specifications, if so provided, of the Products, the Supplier is not allowed to change the function, appearance, properties, material, or place of production of the Products, without the prior written consent of SKF.

3.2 斯凯孚批准产品的交付样品及相关规格后（如有提供），未经斯凯孚事先书面同意，供应商不得更改产品的功能、外观、属性及材料。

3.3 SKF's approval of Products shall not affect the Supplier's liability under the Agreement.

3.3 斯凯孚批准产品并不影响供应商在协议下的责任。

3.4 The Supplier shall notify SKF forthwith of any known or apprehended Defective Products. SKF shall notify the Supplier of any Defective Products within 6 months after the Defective Products have been detected by SKF.

3.4 供应商应当立即通知斯凯孚任何已知或察觉到的瑕疵产品。斯凯孚应当于发现瑕疵产品之日起六个月内通知供应商。

3.5 If, on account of Defective Products, SKF deems it necessary to carry out an inspection of any or all Products delivered, this shall be effectuated, after consultation with the Supplier, at the Supplier's expense. The Supplier shall compensate SKF for the cost of such inspection.

因存在瑕疵产品，斯凯孚认为有必要对已交付的任何或全部产品进行检验，经与供应商磋商，此等检查应予实行并应由供应商负担费用。供应商应当就检验费用补偿斯凯孚。

3.6 The Supplier shall, immediately upon SKF's request, replace or rectify Defective Products free of charge or, if SKF so wishes, compensate SKF for the value of such Defective Products or for the costs of their rectification. In addition, the Supplier shall compensate SKF for all costs, damages and losses incurred by SKF as a result of the Defective Products.

3.6 经斯凯孚要求，供应商应当立即无偿更换或补救瑕疵产品或，如斯凯孚要求，就此等瑕疵产品价值或

其补救费用补偿斯凯孚。此外，供应商应当就所有斯凯孚因瑕疵产品发生的费用、损害及损失补偿斯凯孚。

3.7 If Defective Products have been incorporated in SKF products that have been delivered to SKF customers, SKF shall have the right to recall the SKF products concerned, at the expense of the Supplier.

3.7 如已组装有瑕疵产品的斯凯孚产品已交付给斯凯孚客户，斯凯孚有权召回有关斯凯孚产品并由供应商承担费用。

3.8 The Supplier shall indemnify SKF for freight charges with respect to Defective Products (including those related to Defective Products incorporated in SKF products) and, if the Defective Products are returned to the Supplier, the freight charges for returned Defective Products. All transport of the Defective Products in conjunction with rectification of defects shall be at the Supplier's account and risk.

3.8 供应商应当就有关瑕疵产品（包括那些有关组装在斯凯孚产品内的瑕疵产品）的运费及，如瑕疵产品退回供应商处，退回瑕疵产品的运费补偿斯凯孚。所有与补救瑕疵有关的瑕疵产品运送应当由供应商负担费用并承担风险。

3.9 The Supplier's obligations under clause 3.5-3.8 above shall expire 2 years after the SKF Products, in which the Defective Products have been incorporated, have been delivered to any SKF customer outside the SKF Group. The period of time under which the obligations shall exist shall however, not exceed three (3) years from delivery of the Defective Products to SKF. \*) The time limitations in this clause shall not affect the Supplier's product liability under clause 10 below.

3.9 供应商在上述第3.5条至第3.8条下的义务应当于瑕疵产品作为其组成部分的斯凯孚产品交付给任何斯凯孚集团外的斯凯孚客户两年后到期。但义务存续期间不应超过瑕疵产品交付给斯凯孚之日起三（3）年。\*) 本条时间限制不应影响供应商在下述第10条下的产品责任。

3.10 When a Defective Product has been remedied, the Supplier shall be liable for defects in the replaced or repaired Product under the same terms and conditions as those applicable to the original Products.

3.10 如瑕疵产品已被补救，供应商应当对已被替换或修补后产品内的瑕疵按适用于原产品的条款承担责任。

#### **4. Technical modifications**

##### **4. 技术修改**

SKF reserves the right, after the order has been placed, to modify the agreed product specification. Any such modification shall be confirmed in writing. Any difference in price and/or delivery date resulting from such modifications is to be subject to mutual agreement and must be confirmed in writing.

下放订单后，斯凯孚有权修改已约定的产品规格。任何修改应当以书面方式确认。任何此等修改引起的价格及/或交付日期变化由双方协商并应当以书面方式确认。

#### **5. Deliveries**

##### **5. 交付**

5.1 Delivery clauses shall be construed in accordance with the latest version of "INCOTERMS". If no delivery term is specifically agreed, the delivery shall be "DDP".

5.1 交付条款应当根据最新版本的“联合国国际贸易术语解释通则”解释。如无明确约定的交付条款，交付条款应当为“完税后交货（……指定目的地）”。

5.2 Deliveries shall be made in accordance with agreed delivery dates.

5.2 交付应当根据约定的交付日期进行。

5.3 SKF does not accept any responsibility for Products supplied in quantities exceeding those agreed upon or delivered before the agreed date. Such Products may be returned to the Supplier at the Supplier's expense. The risk of loss for such Products shall be borne by the Supplier.

5.3 斯凯孚无任何义务接受超过约定数量而多供应的或在约定日期前交付的产品。此等产品可由供应商负担费用退回供应商。此等产品的损失风险由供应商承担。

5.4 The Supplier shall forthwith notify SKF in writing of any known or apprehended events that may result in a breach of the agreed delivery date and advise SKF as soon as possible thereafter when delivery can be expected.

5.4 供应商应当立即将已知或察觉到的可能导致无法遵守约定交付日期的事件书面通知斯凯孚并随后尽快告知斯凯孚可预计的交付时间。

5.5 The Supplier shall have to pay for any extra freight charges incurred in ensuring that delayed deliveries reach SKF on time.

5.5 供应商应当承担任何保证已延迟的交付准时到达斯凯孚而产生的额外运费。

5.6 The Supplier shall compensate SKF for all costs, damages and losses incurred by SKF as a result of late delivery.

5.6 供应商应当就斯凯孚因延迟交付发生的所有费用、损害及损失补偿斯凯孚。

## **6. Sub-Contractors**

### **6. 分包供应商**

Supplier's use of a sub-contractor shall require SKF's prior written approval. Such use will not relieve Supplier from the responsibility for ensuring that the provisions of the Agreement are complied with.

供应商使用分包供应商应当取得斯凯孚事先书面批准。此等使用不免除供应商确保协议条款被遵守的义务。

## **7. Intellectual Property Rights**

### **7. 知识产权**

7.1 The supplier represents and warrants that the Products do not infringe any Intellectual Property Right of any third party. The Supplier shall indemnify SKF for all costs arising out or relating to the Products and/or the incorporation of the Products in the final products sold by SKF or by any customer of SKF, if such Products infringe the Intellectual Property Right of a third party. The Supplier shall assist SKF and, if so requested by SKF, shall defend SKF, at the Supplier's expense, in disputes in which SKF is involved as a consequence of said infringement.

7.1 供应商陈述并保证产品未侵犯任何第三方的任何知识产权。供应商应当就因产品及/或在斯凯孚或其任何客户售出的最终产品内组装产品而产生或与之有关的所有费用补偿斯凯孚，如此等产品侵犯第三方的知识产权。供应商应当在作为前述侵权结果而发生的涉及斯凯孚的纠纷中协助斯凯孚及，如斯凯孚要求，自负费用保护斯凯孚免收损害。

7.2 In the event the Supplier prepares for SKF notes, reports, data, and any other information regardless of the media of expression (collectively, "Material"), these shall be deemed to be works for hire and shall belong exclusively to SKF. If by operation of law any of the Material is not work made for hire, then the Supplier hereby assigns to the ownership of such Material including all copyrights thereto. The Supplier will not use any Material prepared for SKF without first obtaining the written consent of SKF.

7.2 如供应商为斯凯孚准备记录、报告、数据及任何其他信息（总称“材料”），不论其表现媒介，均视为雇主作品且应当归斯凯孚独有。如根据法律任何材料并非雇主作品，供应商兹将此等材料所有权包括相关著作权转让给斯凯孚。未事先获得斯凯孚书面同意，供应商将不使用任何为斯凯孚准备的材料。

7.3 In the event the Supplier makes an improvement to any SKF product, SKF shall be entitled to full ownership of any such improvements conceived or first actually reduced to practice by Supplier during the performance of the order. The supplier agrees to promptly disclose any such improvements and hereby assigns to SKF all intellectual property rights thereto. The Supplier further agrees to provide reasonable assistance to SKF, at SKF's expenses, for securing all intellectual property rights pursuant to Sections 7.2 and 7.3.

7.3 如供应商对任何斯凯孚产品做出改进，斯凯孚享有对任何经供应商在履行订单期间构思的或第一次事实上予以实施的此等改进的全部所有权。供应商同意立即披露任何此等改进及将所有相关知识产权转让给斯凯孚。供应商进一步同意向斯凯孚提供合理协助并由斯凯孚自负费用根据7.2款及7.3款取得所有知识产权。

## **8. Tooling**

### **8. 工具**

8.1 Special tools and equipment provided by the Supplier to be used in fulfillment of the Agreement, shall, when wholly or partly paid by SKF, become the property of SKF ("Tooling").

8.1 由供应商提供的为履行协议而使用的由斯凯孚全部或部分付款的特殊工具及设备应为斯凯孚财产（“工具”）。

8.2 The Supplier shall mark the Tooling with a clear reference that the tooling is SKF's property. The Supplier shall not, without the prior written consent of SKF, surrender Tooling to third parties and shall not be entitled to manufacture with the Tooling any products, other than the Products for SKF. The Supplier's responsibilities include taking care of repairs, storage, servicing and insurance related to the maintenance of the Tooling.

8.2 供应商应当清楚标示工具以表明其为斯凯孚财产。供应商不得未经斯凯孚事先书面同意将工具交给第三方且无权使用工具生产除为斯凯孚生产的产品以外的任何产品。供应商义务包括有关工具维护的修理、存储、维修及保险。

## **9. Termination**

### **9. 解除**

9.1 A party may terminate the Agreement by written notice forthwith and without any liability for compensation, if the other Party becomes insolvent, has a receiver or administrator appointed for its assets, or if a petition for bankruptcy is filed by that Party itself or if other bankruptcy proceedings are commenced.

9.1 如一方破产、有为其财产指定的接收人或管理人或该方提交破产申请或其他破产程序开始，另一方可以书面通知立即解除协议且不负任何赔偿责任。

9.2 When Products are delivered after agreed delivery time or when Defective Products are not rectified or replaced within reasonable time, without limitation of SKF's other rights, SKF has the right to terminate the Agreement in full or in part.

9.2 当产品在约定的交付日期后交付或当瑕疵产品在合理期限内未被补救或替换，斯凯孚有权立即解除全部或部分协议且斯凯孚的其他权利不受限制。

9.3 If the Supplier fails to fulfill his obligations under the Agreement, SKF shall have the right to terminate the Agreement forthwith.

9.3 如供应商未能履行其在协议下的义务，斯凯孚有权立即解除协议。

## **10. Product liability and insurance**

### **10. 产品责任及保险**

To the extent that SKF might incur product liability itself or towards any third party, the Supplier shall indemnify SKF as far as the damage or SKF's liability is due to Defective Products. The Supplier shall provide evidence of a business and product liability insurance, at an insured level which is adequate having regard to the business impact for SKF when purchasing the Products and must maintain such insurance with regarding to the risks covered and the amount of coverage for the term of the Agreement. Such insurance shall also cover the actions of a subcontractor or subsupplier that the Supplier may utilize under this Agreement.

如损害或斯凯孚责任因瑕疵产品所致，供应商应当就斯凯孚自身可能承担或可能向任何第三方承担的产品责任补偿斯凯孚。供应商应当提供与斯凯孚采购产品时对斯凯孚产生的商业影响相适应的保险级别的商业及产品责任保险证明且在协议期间必须维持此等保险的承保风险及保险额。此等保险应同样覆盖供应商在本协议下可能使用的分包方或分供应商的行为。

## **11. Confidentiality**

### **11. 保密**

11.1 Designs, samples, tools, drawings, plans, programs or other information provided by one party to the other party must not be used by the receiving party for any other purpose than the fulfillment of the Agreement and must not be reproduced or disclosed to a third party without the prior written permission from disclosing party.

11.1 一方向另一方提供的设计、样品、工具、图纸、计划、程序或其他信息不得被接收方用作除履行协议以外的任何其他目的，未经披露方事先书面允许亦不得被复制或向第三方透露。

11.2 When requested by the disclosing party, the receiving party shall return all documentation and computer readable data, copies included, as received from the disclosing party. Copies made by either party or on behalf of either party shall be destroyed forthwith.

11.2 经披露方要求，接收方应当归还所有从披露方处收到的文件、计算机可读数据及其复印件。任何一方自行或委托他人制作的复印件应当立即销毁。

11.3 The Supplier shall not advertise or publicize in any way, without the prior written permission from SKF, the fact that he supplies, or has been contracted to supply, Products to SKF. Further, the Supplier shall not use any SKF name, logo, trademark, or other identifying characteristic without SKF's prior written approval.

11.3 未经斯凯孚书面允许，供应商不得将其直接或作为分包商向斯凯孚供应产品这一事实进行广告宣传。未经斯凯孚事先书面批准，供应商更不得使用任何斯凯孚名称、标识、商标或其他识别性的特征。

11.4 Designs, samples, drawing, plans and programs ordered by SKF are SKF's property.

11.4 斯凯孚订购的设计、样品、图纸、计划及程序属斯凯孚财产。

11.5 On delivery, the Supplier shall provide SKF free of charge with the agreed number, or at least one copy, of documents and drawings that are sufficiently detailed to enable SKF to carry out assembly, starting up, running and maintenance of the Products.

11.5 交付时，供应商应当无偿向斯凯孚提供约定数量的或至少一份足够详细的文件及图纸以使斯凯孚能够对产品进行装配、开动、运行及维护。

## **12. Laws and regulations**

### **12. 法律法规**

Supplier shall comply with all relevant laws and regulations.

供应商应当遵守任何相关法律法规。

## **13. Payment**

### **13. 支付**

11.1 Unless otherwise agreed in writing, payment shall be made within sixty (60) days from the date of receipt of the invoice. Payment shall never be made before the Product has been delivered.

11.1 除非另行书面约定，款项应当自收到发票后六十（60）日内支付。款项始终不得在产品交付前支付。

11.2 Reception of payment shall not affect SKF's rights under the Agreement.

11.2 收到付款不应影响斯凯孚在协议下的权利。

11.3 SKF shall not accept additional charges, such as service fees or invoicing charges.

11.3 斯凯孚不应接受任何额外费用，如服务费或开票费。

### **14. Force majeure**

#### **14. 不可抗力**

14.1 Neither of the parties shall be bound by any undertakings which it is prevented from fulfilling by force majeure such as industrial disputes, third party strikes and lockouts, riots, insurrection, fire, flood, war, confiscation, or if competition is prevented by governmental intervention or regulations or other circumstances beyond the control of the party and which the party could not reasonably be expected to have anticipated at the time of the purchase, and the consequences of which the party could not reasonably have avoided or overcome.

14.1 任何一方不应受任何因不可抗力阻止而无法履行的义务约束，不可抗力包括劳资纠纷、第三方罢工及停工、暴乱、起义、火灾、洪水、战争、征用、因政府干预或法规而防止竞争或其他双方无法控制、在采购时无法合理预见且其无法合理避免或克服其后果的情形。

14.2 If, for any of the above reasons, the delivery delays exceed or is estimated to exceed six (6) months the parties are free to annul that part of the Agreement relating to the delayed delivery or non-delivery without incurring any liability with respect to the other party.

14.2 因任何上述原因，交付延迟超过或预计将超过六（6）个月，双方可解除与延迟交付或无法交付有关部分的协议而不对另一方承担任何责任。

14.3 If a party wishes to refer to force majeure, he is obliged to notify the other party forthwith of the arising and ceasing thereof.

14.3 如一方引用不可抗力，其应当立即将不可抗力的发生或停止通知另一方。

### **15. Arbitration**

#### **15. 仲裁**

15.1. Any dispute, controversy or claim arising out of or in connection with the Agreement, or breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The number of arbitrators shall be three and at least the Chairman shall be from the country in which the proceeding shall take place. The appointing authority shall be the International Chamber of Commerce in Paris.

15.1. 任何因协议产生或与协议有关的纠纷、争议或主张或协议的违反、解除或无效应当最终根据现行有效的联合国国际贸易法委员会仲裁规则仲裁解决。仲裁员人数应当为三名且至少首席仲裁员应当来自仲裁举行地国。指派机构应当为在巴黎的国际商会。

15.2 The place of arbitration shall be the capital city of the country in which the SKF purchasing company has its principle place of business. The arbitration proceedings shall,

unless otherwise agreed, be held in the English language.

15.2 仲裁地应当为斯凯孚采购公司主要营业地所在国首都城市。仲裁应当，除非另行约定，以英语进行。

## **16. Applicable law**

### **16. 适用法律**

The Agreement shall be governed by the substantial law of the country in which the purchasing SKF company has its principle place of business, notwithstanding its conflict of laws rules. The United Nations Conventions for the International Sale of Goods (CIGS) of April 11, 1980 shall not be applicable.

协议应当由作为采购方的斯凯孚公司主要营业地国实体法而非其冲突法规则管辖。1980年4月11日的联合国国际货物销售合同公约不得适用。

## **17. These conditions of purchase are drafted in both English and Chinese and in case of conflict, the English version shall prevail.**

**17. 本采购一般条款同时以中、英文书写，如有不一致，以英文文本为准。**

\*<sup>1</sup>) Note to Clause 3.9: In the event German Civil Code is applicable, §478, 479 BGB shall remain unaffected.

\*<sup>1</sup>) 第3.9条注释：如德国民法典适用，BGB478、479不应受影响。