

**General Terms and Conditions of Purchase of
KNAPP Automation Systems (Suzhou) Co., Ltd.**

**科纳普自动化系统（苏州）有限公司
通用采购条款与条件**

CONTENT

Part A - General Terms (applicable to the supply of materials and the provision of services)
Part B - Special Terms (special terms for supply of materials)
Part C - Special Terms (special terms for the provision of services)

内容

A部分 - 一般条款（适用于材料供应和服务）
B部分 - 特别条款（材料供应的特别条款）
C部分 - 特别条款（服务提供的特别条款）

Preamble

These General Terms and Conditions of Purchase (**GTC**) shall apply to all orders (supply of materials and provision of services) of KNAPP Automation Systems (Suzhou) Co., Ltd. (**KNAPP**).

前言

本通用采购条款与条件(**GTC**)适用于科纳普自动化系统（苏州）有限公司（**科纳普**）的所有（材料供应和服务提供）订单。

The contractual relationship between KNAPP and the SUPPLIER is subject to all provisions of Part A - General Terms as well as those parts of the Special Terms that are applicable to the specific content of the contract between KNAPP and the SUPPLIER.

科纳普与供应商之间的合同关系受A部分 - 一般条款以及特别条款中适用于科纳普与供应商之间合同具体内容的所有规定的约束。

A. General Terms**A. 一般条款****1. General information**

- 1.1. Unless expressly agreed otherwise in writing by KNAPP, these GTC shall apply to any current and future supply of materials and provision of services by the SUPPLIER as well as to any offers and payments to and from KNAPP.
- 1.2. Deviating terms and conditions of the SUPPLIER shall only be valid if KNAPP expressly recognizes them in writing. If KNAPP refers to any offer documents of the SUPPLIER in its purchase order, this does not imply acceptance or recognition by KNAPP of the SUPPLIER's terms and conditions.
- 1.3. Any contract between KNAPP and the SUPPLIER is subject to all provisions of these GTC that are applicable to the specific content of the contract. In case of contradictions between the General and Special Terms, the Special Terms prevail.
- 1.4. The SUPPLIER shall register in the supplier portal of KNAPP. The SUPPLIER is obliged to process inquiries made by KNAPP through such supplier portal in accordance with the applicable conditions and to keep the SUPPLIER's master data (such as contact/address information, certificates) in the supplier portal always up to date.

1. 一般信息

- 1.1. 除非由科纳普另行明确书面同意，本通用采购条款与条件适用于供应商现在和将来的任何材料供应和服务提供以及由科纳普提供的、和向科纳普提供的任何要约和款项。
- 1.2. 供应商之与此不同的条款和条件应在科纳普以书面形式明确认可时方有效。若科纳普在其采购订单中提及供应商的任何要约文件，这并不意味着科纳普接受或认可供应商的条款和条件。
- 1.3. 科纳普与供应商之间的任何合同均受通用采购条款与条件中适用于合同具体内容的所有条款的约束。如果一般条款和特别条款之间存在矛盾，则以特别条款为准。
- 1.4. 供应商应在科纳普的供应商门户中注册。供应商有义务根据适用条件处理科纳普通过该供应商门户提出的询问，并保持供应商门户中供应商的主数据（例如联系/地址信息、证书）始终为最新。

2. Conclusion of contract/purchase order

- 2.1. The SUPPLIER shall check all documents provided by KNAPP for accuracy and completeness. The SUPPLIER shall not be entitled to claim for a contract amendment because of a claim of insufficient information being provided by KNAPP.
- 2.2. Purchase orders shall only be valid after they have been placed by KNAPP in writing (which for the sake of these GTC shall include the electronic written form). Confirmation of purchase orders placed by KNAPP shall be provided by the SUPPLIER immediately in writing after KNAPP has placed them, in any event within 3 working days after the purchase order placement. Purchase order confirmations must contain the price, and date and place of delivery. Confirmation of the purchase order shall constitute the conclusion of the contract.
- 2.3. Assurances and ancillary agreements as well as additions and modifications of any kind of the purchase order/contract shall only be valid after they are confirmed by KNAPP in writing.
- 2.4. In the event of contradictions between the contract (including appendices, if any) and these GTC, the contract prevails.

2. 合同/采购订单的达成

- 2.1. 供应商应检查科纳普提供的所有文件的准确性和完整性。供应商无权以科纳普提供的信息不充分为由而主张修改合同。
- 2.2. 采购订单仅在科纳普以书面形式下达后方有效（就该通用采购条款与条件而言，应包括电子书面形式）。对科纳普下达的采购订单的确认应由供应商在科纳普下达采购订单后立即以书面形式做出，在任何情况下须在下达采购订单后三（3）个工作日内进行。采购订单确认必须包含价格、交货时间和地点。采购订单的确认即构成合同的订立。
- 2.3. 保证协议和附属协议以及对任何类型的采购订单/合同进行的补充和修改应仅在科纳普以书面形式予以确认后生效。
- 2.4. 若合同（包括附录，如有）与该通用采购条款与条件之间存在矛盾，则以合同为准。

3. Supply of materials and provision of services, delays

- 3.1. All supply of materials and provision of services shall be rendered on the agreed dates and at the agreed place of delivery, otherwise at KNAPP's site.
- 3.2. The supply of materials and provision of services must comply with the laws, regulations, directives, norms and standards, etc. as valid and applicable at the place of delivery.
- 3.3. The SUPPLIER confirms it has informed itself unequivocally and sufficiently of the contract goals, performance requirements, general conditions etc., as well as of the scope and extent of the contract project and that it has fully taken this information into account in preparing its offer.
- 3.4. The SUPPLIER supplies materials and/or provides services which form part of a complex KNAPP system to be installed at the site of KNAPP's customers. Any impairment of the SUPPLIER to supply materials

3. 材料供应与服务提供、延误

- 3.1. 所有材料供应和服务提供均应在约定日期和约定交付地点交付，否则在科纳普场地交付。
- 3.2. 材料供应和服务提供必须遵守交付地有效且适用的法律、法规、指令、规范和标准等。
- 3.3. 供应商确认其已明确且充分地了解了合同目标、履约要求、一般条件等以及合同项目的范围和程度，并且供应商在准备其报价时已经充分考虑到该等信息。
- 3.4. 供应商供应的材料和/或提供的服务构成待安装在科纳普客户现场的复合科纳普系统的一部分。供应商之材料供应和/或服务提供的任何减损通常会导致科纳普/其关联方在科纳普客户现场安装复合科纳普系统时出现问题

and/or provide services usually results in problems in the implementation by KNAPP/its affiliates to install the complex KNAPP system at the site of KNAPP's customers. Therefore, the SUPPLIER undertakes to exercise special care and diligence to perform the contract to fulfil the requirements of these circumstances. In particular the SUPPLIER shall provide all information which may be relevant for the fulfilment of the contract.

- 3.5. The SUPPLIER accepts and understands that meeting the delivery times is essential for the fulfilment of the contract. Thus, the SUPPLIER undertakes to conduct every reasonable action necessary to avoid any delays. As soon as the SUPPLIER believes that a delay of the supply of materials and/or the provisions of services may occur, the SUPPLIER shall inform KNAPP immediately in writing and submit an updated schedule and an action plan for meeting the delivery dates (as to be adjusted, if and as applicable). Any such information shall be without prejudice to any rights and claims by KNAPP against the SUPPLIER and resulting from the delay.
- 3.6. If the SUPPLIER does not meet the agreed delivery dates, the SUPPLIER must pay liquidated damages of 1 % of the total contract price per day of delay, up to maximum 10 % of the total purchase price. KNAPP is entitled to deduct the amount of liquidated damages from the SUPPLIER'S invoice or request the SUPPLIER to pay the liquidated damages to KNAPP. The settlement of the liquidated damages does not release the SUPPLIER from its obligation to supply materials and/or provide services under the contract. The settlement of liquidated damages does also not restrict KNAPP to claim compensation for further damages and/or other rights of KNAPP available under the contract or applicable law.
- 3.7. KNAPP has the right to demand that the SUPPLIER temporarily suspend the performance of the contract at any time and the SUPPLIER accepts to follow such demand. In such a case, the SUPPLIER must detail to KNAPP the consequences which threaten to arise and offer KNAPP the most economical change to the contract performance schedule. The SUPPLIER may make no claims against KNAPP for temporary suspending the performance of the contract, provided the suspension does not exceed more than 95 days.
- 3.8. Any drawings, tools, moulds etc. that KNAPP provides to the SUPPLIER shall remain the property of KNAPP and shall not be passed on to third parties. The SUPPLIER acknowledges that these drawings, tools, moulds etc. are protected under IPR and other laws exclusively for KNAPP/its affiliates. These materials must be returned to KNAPP upon first written demand by KNAPP.

4. Documentation

- 4.1. If stated in the purchase order or otherwise agreed or if legally required regarding the scope of supply of materials and/or provision of services by the SUPPLIER, the SUPPLIER is obliged to supply documentation in accordance with the following provisions:
- 4.2. All documents accompanying the SUPPLIER'S supply of materials and provision of services of a written, graphical or other nature are considered documentation that serves to ensure that the SUPPLIER and KNAPP can fulfil their obligations towards their contractual partners in a timely manner. Such documents relate to manufacturing, quality control, risk assessment, safety regulations, shipping, export, customs clearance, storage, installation, training, operation, repairs, maintenance, procurement of spare parts, etc. The documentation to be delivered by the SUPPLIER shall be specified separately by KNAPP and must be delivered by the SUPPLIER to the specified location.
- 4.3. Documentation forms an integral part of the scope of supply of materials and provision of services by the SUPPLIER. If the SUPPLIER fails to deliver the documentation in due time and in line with the requirements of KNAPP and the agreed standards, directives etc., the SUPPLIER shall be liable to pay liquidated damages in accordance with clause 3.6.
- 4.4. If a CE, CCC or other similar declaration of conformity or a declaration of incorporation of the SUPPLIER is required for the supply of materials of the SUPPLIER, the SUPPLIER is obliged to apply for such declarations, obtain such declaration and provide KNAPP with the necessary documentation both in the language of KNAPP'S customer ("END CUSTOMER") and in Chinese. The SUPPLIER shall bear liability for damages arising from errors in the translation.

题。因此，供应商承诺特别谨慎和勤勉地履行合同，以满足这些情况下的要求。特别是，供应商应提供可能与履行合同相关的所有信息。

- 3.5. 供应商接受并理解满足交货时间对于履行合同至关重要。因此，供应商承诺采取一切必要的合理行动以避免任何延误。一旦供应商认为可能出现材料供应和/或服务提供延误的情况，供应商应立即书面通知科纳普并提交更新后的进度表和为满足（经调整（如适用）的）交付时间而制定的行动计划。任何此类信息均不得损害科纳普因延误而产生的对供应商的任何权利和主张。
- 3.6. 如果供应商未遵守约定的交付日期，就延迟的每一天，供应商必须支付合同总价 1% 的违约金，最高可达总采购价的 10%。科纳普有权从供应商的账单中扣除违约金金额或要求供应商向科纳普支付违约金。违约金的清偿并不免除供应商根据合同供应材料和/或提供服务的义务。违约金的清偿也不限制科纳普就进一步损害的索赔权和/或主张其根据合同或适用法律享有的其他权利。
- 3.7. 科纳普有权随时要求供应商暂时中止履行合同，且供应商同意遵守此类要求。在此情况下，供应商必须向科纳普详细说明由此可能产生的后果，并向科纳普提供对合同履行计划作出的最为经济的变更。供应商不得就时间未超过 95 天的合同履行的暂时中止而向科纳普提出索赔。
- 3.8. 科纳普向供应商提供的任何图纸、工具、模具等均属于科纳普的财产，不得转交给第三方。供应商承认这些图纸、工具、模具等排他性地为科纳普/其关联方所有并受到知识产权和其他法律的保护。这些材料必须在科纳普首次书面要求时即归还给科纳普。

4. 文档

- 4.1. 如果采购订单中有规定或另有约定，或者如果法律对供应商供应材料和/或提供服务的范围有要求，则供应商有义务根据以下规定提供文档：
- 4.2. 供应商供应材料和提供服务时所附带的、具有书面、图形或其他性质的所有文件均被视为用于确保供应商和科纳普能够及时履行其对合同伙伴承担的义务的文档。该等文件涉及制造、质量控制、风险评估、安全守则、运输、出口、报关、储存、安装、培训、操作、修理、维护、备件采购等。供应商应交付的文档应由科纳普另行指定，并且必须由供应商交付至指定地点。
- 4.3. 文档构成供应商供应材料和提供服务的范围的不可分割的组成部分。若供应商未能按时根据科纳普的要求和约定的标准、指令等交付文档，供应商应按照第 3.6 条的规定支付违约金。
- 4.4. 如果供应商的材料供应需要具备 CE 标志、CCC 标志或其他类似的合格声明或供应商的公司注册声明，则供应商有义务申请此类声明、获取此类声明，并以科纳普客户（“最终客户”）的语言以及中文向科纳普提供必要的文档。供应商应就因翻译中的错误而导致的损害承担责任。

5. Rights of use

- 5.1. For any software included in the scope of supply provided by the SUPPLIER, the SUPPLIER grants KNAPP an irrevocable, non-exclusive, transferable usage right. Such usage right is granted without limitation to time, location or purpose of use and such usage right is fully compensated as part of the contract price.
- 5.2. For any deliverables developed by the SUPPLIER specifically for KNAPP (including but not limited to analyses, concepts, individual software including related documentation, hardware), the SUPPLIER transfers to KNAPP all transferable intellectual property rights and exploitation rights (for all currently and in the future know exploitation options). Such transfer is agreed to occur as soon as the development is created, and such transfer is fully compensated as part of the contract price. Such transfer is not limited by time, location, purpose of use or any other restriction and shall remain valid even after the contract expired or is terminated for whatever reason.
- 5.3. For project-related work results (analyses, concepts, individual software including related documentation, hardware) not originally included in the scope of supply of the SUPPLIER but created during the performance of the contract by the SUPPLIER (irrespective of whether such creation was made intentionally or by chance by the SUPPLIER), the SUPPLIER grants KNAPP an irrevocable, exclusive, transferable usage right. Such usage right is granted without limitation to time, location or purpose of use (for all currently and in the future know exploitation options and including the right to edit) and such usage right is fully compensated as part of the contract price.
- 5.4. At the request of KNAPP, the SUPPLIER undertakes to deposit the source code of the software delivered to KNAPP with an institution stipulated by KNAPP under the terms of KNAPP.

6. Force majeure

- 6.1. The parties are entitled to cease performance of their contractual obligations if such performance is made impossible or unreasonably complicated through unforeseeable objective circumstances outside the parties' control (Force Majeure). The affected party shall provide a statement to the other party within three days as of the start of such circumstances, detailing the reason for the delay, the start date of the delay and, to the extent possible, the expected impact and length of the delay. The affected party shall undertake all reasonable measures to overcome and reduce the adverse impact of the Force Majeure event and it shall inform the other party about such measures taken.
- 6.2. If the event of Force Majeure lasts more than 90 days (either accumulated or consecutive), KNAPP shall be entitled to terminate the contract with 14 days prior written notice. The supply of materials and the provision of services by the SUPPLIER up to the contract termination shall be invoiced by the SUPPLIER to KNAPP according to the actual reasonable expenses already incurred. Neither party shall be liable to the other party for the consequences of the failure to perform the contract due to an event of Force Majeure.

7. Price / terms of payment

- 7.1. Unless otherwise agreed in writing between the parties, the contract price is a fixed price exclusive of VAT. With the contract price, the SUPPLIER is fully compensated for all costs and expenses regarding the delivery of the supply of materials and provision of services. KNAPP shall only be liable to pay the contract price that is stated in the contract and shall not be liable to compensate the SUPPLIER any additional costs unless otherwise agreed in advance in writing by KNAPP. Unless otherwise agreed in writing by the parties, the terms and conditions of the initial/main purchase order shall also apply to any subsequent supplementary purchase orders as well as to purchase orders for spare parts and wear parts.
- 7.2. Unless otherwise agreed in writing between the parties, all payments shall be made by KNAPP to the SUPPLIER net within 30 days after (a) receipt by KNAPP of the original tax invoice (Fapiao) from the SUPPLIER and (b) after full performance of the purchase order. Generally, payments shall become due only after the SUPPLIER has submitted all required (payment) guarantees. Payments by KNAPP do not represent (a) any acceptance by KNAPP of the correctness of the delivery, documentation and/or services of the SUPPLIER and (b) do not represent a waiver by KNAPP of its right to assert any legal claims for non-performance of the contract.
- 7.3. KNAPP shall be entitled to offset any outstanding claims against any claims of the SUPPLIER, including from other projects, if the SUPPLIER does not fulfil its obligations in spite of being requested to do so and in spite of a reasonable grace period.

5. 使用权

- 5.1. 对于供应商提供的供应品范围内包含的任何软件，供应商授予科纳普不可撤销的、非排他性的、可转让的使用权。授予的此类使用权不受时间、地点或使用目的的限制，并且此类使用权作为合同价格的一部分已得到全额补偿。
- 5.2. 对于供应商专门为科纳普开发的任何可交付成果（包括但不限于解析、构思、单个软件（包括相关文档、硬件）），供应商将所有可转让的知识产权和使用权（针对所有当前和未来所知的利用选项）转让给科纳普。已商定在开发项目创建后立即进行此类转让，并且此类转让作为合同价格的一部分已得到全额补偿。此类转让不受时间、地点、使用目的或任何其他约束的限制，即使在合同期满或因任何原因解除后仍有效。
- 5.3. 对于起初不包含在供应商供应范围内、但由供应商在履行合同期间（有意或偶然）创造的与项目相关的工作成果（解析、构思、单个软件（包括相关文档、硬件）），供应商授予科纳普不可撤销的、排他性的、可转让的使用权。授予的此类使用权（针对所有当前和未来所知的利用选项，包括编辑权）不受时间、地点或使用目的的限制，并且此类使用权作为合同价格的一部分已得到全额补偿。
- 5.4. 应科纳普的要求，供应商承诺将向科纳普提供的软件源代码根据科纳普的条件存放在科纳普指定的机构。

6. 不可抗力

- 6.1. 如果由于双方无法控制的且不可预见的客观情况（不可抗力）导致合同义务的履行变得不可行或不合理地复杂化，则双方有权停止履行其合同义务。受影响的一方应在发生该等情形之后三天内向另一方提供一份说明，详细叙述延误的原因、延误的开始日期并尽可能说明预计的影响和延误时长。受影响的一方应采取一切合理措施克服和减少不可抗力事件的不利影响，并应将所采取的措施通知另一方。
- 6.2. 如果不可抗力事件（累计或连续）持续超过 90 天，科纳普应有权在提前 14 天书面通知的前提下终止合同。供应商在合同终止之前的材料供应和服务提供应根据实际已发生的合理费用向科纳普开具账单。双方均不就因不可抗力事件导致无法履行合同的后果向另一方承担责任。

7. 价格/付款方式

- 7.1. 除非双方另有书面约定，合同价格为不含增值税的固定价格。合同价格应完全补偿了供应商与交付供应材料和提供服务有关的所有支出。科纳普应仅有义务支付合同中规定的合同价格，而不承担赔偿供应商任何额外费用的责任，除非科纳普事前另行书面同意。除非双方另有书面约定，初始/主采购订单的条款和条件也适用于任何后续补充采购订单以及备件和易损件的采购订单。
- 7.2. 除非双方另有书面约定，所有款项均应由科纳普在 (a) 科纳普收到供应商的税务发票（发票）原件，且 (b) 在完全履行了采购订单后 30 天内以净额向供应商支付。一般而言，款项应仅在供应商提供了所有必要的（付款）担保后到期。科纳普的付款并不代表 (a) 其接受供应商之交付、文档及/或服务的正确性，并且 (b) 也不代表科纳普放弃其就不履行合同提出任何合法索赔的权利。
- 7.3. 如果供应商尽管已被要求履行其义务并且被给予合理的宽限期但仍不履行其义务，则科纳普有权将其任何待决请求权抵销供应商的任何请求权，包括其他项目项下的请求权。

8. Termination of the Contract

- 8.1.** Notwithstanding any other rights under these GTC, the contract or applicable laws, KNAPP shall be entitled to terminate any contract with the SUPPLIER in part or in full with immediate effect and by written notice to the SUPPLIER, if the SUPPLIER has materially breached the contract and not remedied the breach within a grace period 14 days, as to be notified by KNAPP to the SUPPLIER in advance in writing. A material breach of contract includes but is not limited to the following circumstances: (1) failure by the SUPPLIER to provide or continue to provide the contractually agreed supply of materials and/or provision of services (2) defects in the supply of materials and/or provision of services (3) the SUPPLIER delays the supply of materials and/or provision of services by more than 14 days (4) the SUPPLIER refuses to perform the contract. KNAPP will invoice the SUPPLIER for any resulting costs or expenses incurred from such termination and the SUPPLIER shall settle such invoice within 30 days as of the invoice issuance date.
- 8.2.** KNAPP shall have the right to carry out substitute performance of the contract by a third party at the expense and risk of the SUPPLIER, provided KNAPP has thus informed the SUPPLIER in writing and set a grace period of 14 days (from issuance of the notice) for the SUPPLIER to conduct the performance itself. The notice requirement and 14 days grace period shall not apply in case of imminent danger.
- 8.3.** If either party terminates the contract, the SUPPLIER is obliged to (a) allow KNAPP and/or the END CUSTOMER the use of the supplied materials or services and (b) must provide support and maintenance at no additional cost until KNAPP and/or the END USER approved an alternative supplier solution.
- 8.4.** KNAPP has the right to terminate the contract at any time in whole or in part without cause subject to a 14-days prior written notice to the SUPPLIER. In such case KNAPP shall pay the SUPPLIER for the supply of materials and provision of services already rendered by the SUPPLIER. In addition, KNAPP shall pay all proven costs incurred by the SUPPLIER that have been acknowledged by KNAPP and that were incurred prior to the contract termination notice date. As of receipt of the contract termination notice, the SUPPLIER shall undertake any effort not to incur new costs. Besides the aforesaid cost bearing provisions, the SUPPLIER acknowledges and accepts that KNAPP shall not assume any liability towards the SUPPLIER for any consequences of contract termination, including but not limited to the loss of profit.

9. Warranty

- 9.1.** In addition, the SUPPLIER guarantees the suitability of its deliveries and services for the specific need and the freedom from defects in design, material and workmanship as well as the provision of the service during the warranty period. The SUPPLIER represents and warrants that all supplies of materials and provisions of services (a) are performed with the necessary due diligence, skill and care and in accordance with the applicable laws, voluntary and mandatory industry standards and guidelines and the terms and conditions of the contract, (b) shall be fit for the intended purpose and are free from defects in design, material and workmanship, and (c) that services will be rendered during the warranty period.
- 9.2.** The SUPPLIER shall immediately rectify defects through replacement, repairs or by rendering a service again at the place of use of the supplies. All costs associated with the replacement, repair and/or rendering of the repeat-services (such as customs duties, transport, dismantling and installation, etc.) shall be paid and borne by the SUPPLIER.
- 9.3.** If the SUPPLIER fails to remedy defects immediately after receiving the first written request from KNAPP, KNAPP may perform the remediation work itself or assign it to a third party and all costs shall be paid and borne by the SUPPLIER.

10. Liability

- 10.1.** Notwithstanding any other obligations under the contract and these GTC, the SUPPLIER shall be liable to compensate KNAPP for all losses suffered by KNAPP because of any non- or mal-performance of the contract by the SUPPLIER (including its sub-contractors, if any). The total amount of compensation shall be equivalent to the total losses incurred by KNAPP through the breach of contract, including loss of profits that KNAPP would have been able to obtain if the SUPPLIER would have performed the contract as agreed, The SUPPLIER agrees to indemnify and hold KNAPP harmless from and against all third-party claims which KNAPP has incurred due to any

8. 合同的终止

- 8.1.** 尽管本通用采购条款与条件、合同或适用法律规定了任何其他权利, 如果供应商严重违反了合同, 且在科纳普提前书面通知供应商后 14 天的宽限期内未采取补救措施, 则科纳普应有权以书面通知的形式即效部分或全面终止其与供应商的任何合同。严重违反合同包括但不限于以下情形: (1) 供应商未能提供或持续提供合同约定的材料供应和/或服务提供; (2) 材料供应和/或服务提供存在缺陷; (3) 供应商延迟材料供应和/或服务提供超过 14 天; (4) 供应商拒绝履行合同。科纳普将就因该终止而产生的任何成本和费用向供应商开具发票, 供应商应在发票开具之日起 30 天内结清该发票。
- 8.2.** 科纳普应有权在书面通知供应商并规定为期 14 天的由供应商自行履行合同的宽限期(从发出通知时起)后安排第三方代替供应方履行合同, 费用和 risk 由供应商承担。如果发生迫在眉睫的危险, 则不适用通知要求和 14 天的宽限期。
- 8.3.** 如任何一方终止合同, 供应商有义务(a)允许科纳普和/或最终客户使用所提供的材料或服务, 且(b)在科纳普和/或最终客户批准替代供应商解决方案之前, 必须免费提供支持和维护。
- 8.4.** 科纳普应有权随时无理由地全部或部分终止合同, 但需提前 14 天向供应商发出书面通知。在此情况下, 科纳普应向供应商支付已供应的材料和已提供的服务的费用。此外, 科纳普应支付供应商在终止合同通知日期之前已经产生的、且已获得科纳普承认的所有经证实的费用。在收到终止合同通知之后, 供应商应尽其一切努力不产生任何新的费用。除上述费用承担条款外, 供应商承认并接受, 科纳普不就终止合同的任何后果(包括但不限于利润损失)向供应商承担任何责任。

9. 质量保证

- 9.1.** 此外, 供应商保证其交付和服务适合特定需求, 不存在设计、材料和工艺缺陷并保证保修期内服务的提供。供应商声明并保证, 其供应的所有材料和提供的所有服务(a)均系以必要的尽职尽责、技能和谨慎态度进行的, 并符合适用的法律、自愿和强制性行业标准和准则以及合同条款和条件, (b)应适合预期目的, 并且在设计、材料和工艺方面不存在缺陷, 以及(c)在保修期内将提供服务。
- 9.2.** 供应商应立即通过更换、修理或在供应品使用地再次提供服务的方式修复缺陷。与更换、维修和/或提供重复服务相关的所有费用(如关税、运输、拆卸和安装等)均应由供应商支付和承担。
- 9.3.** 若供应商未在收到科纳普的首次书面请求之后立即修复缺陷, 科纳普可自行或委托第三方进行修复工作, 所有费用应由供应商支付和承担。

10. 责任

- 10.1.** 尽管合同和本通用采购条款与条件规定了任何其他义务, 供应商仍有责任赔偿科纳普因供应商(包括其分包商, 如有)不履行或不当履行合同而遭受的所有损失。赔偿总额应等于违约给科纳普造成的全部损失, 包括如果供应商按约定履行合同科纳普本来可获得的利润的损失。供应商同意赔偿科纳普并使科纳普免受由于供应商(包括其分包商, 如有)违反合同而导致科纳普遭受的所有第三方索赔的损害。

breach of contract by the SUPPLIER (including its sub-contractors, if any).

- 10.2.** The SUPPLIER undertakes to insure itself adequately against all risks arising from the liability under the contract, including but not limited to product liability and general all-risk insurance. The SUPPLIER shall submit proof of these insurances (copy of the insurance cover note) to KNAPP upon conclusion of the contract at the latest. The SUPPLIER is obliged to maintain the insurance policies over the entire course of the project and until one year after the end of the warranty period and to pay the insurance premiums in a timely manner.
- 10.3.** The conclusion of an insurance policy shall not limit in any way the obligations and the liability of the SUPPLIER arising from the contract.

11. Confidentiality / data protection

- 11.1.** Trade and business secrets exchanged between KNAPP and the SUPPLIER before, during and after the contract negotiations and performance must be treated as strictly confidential without limitation of time. No such confidential information, documents, drawings, sketches or other records shall be passed on to third parties or otherwise made accessible to them without the express prior written consent of KNAPP. KNAPP shall likewise treat all documents of the SUPPLIER as confidential. KNAPP may at any time request the SUPPLIER to immediately return confidential information provided by KNAPP.
- 11.2.** The SUPPLIER is aware that the unauthorized use or disclosure of the information in accordance with this clause can cause irreparable damage to KNAPP/its affiliates and can result in serious disadvantages for KNAPP/its affiliates to an unknown extent. In the event of such an unauthorized use or disclosure by the SUPPLIER, the SUPPLIER must pay KNAPP liquidated damages in the amount of RMB 800,000.- (in words: eight-hundred thousand renminbi) per breach and upon the first written request of KNAPP; the SUPPLIER acknowledges this amount as appropriate. To the extent that KNAPP can prove that the actual damage is higher than the agreed amount of liquidated damages, the SUPPLIER is liable for all the damages. Moreover, KNAPP also reserves the right to make use of any other available legal remedies.
- 11.3.** Each party shall use personal data that were made accessible to it in the context of the contract for the sole purpose of fulfilling their respective contractual obligations. Each party shall protect such personal data against access and knowledge by third parties. Each party undertakes to the other party to comply with all the current valid, relevant data protection laws and regulations applicable to the party and the contract and to impose this obligation on any contractual partners. If authorities require any party to disclose personal data, the parties shall make such disclosure only to the requesting authority.
- 11.4.** To the extent it is agreed and required under the contract, the SUPPLIER shall process personal data on behalf of KNAPP. Such processing of personal data by the SUPPLIER shall be subject to a separate data processing agreement as required under PRC laws and regulations.
- 11.5.** KNAPP, or a third party authorized by KNAPP, has the right to visit any business premises of the SUPPLIER, during the normal business hours of the SUPPLIER. During such visit, KNAPP may inspect the compliance of the SUPPLIER with the legal/government and any other applicable requirements, the contract and these GTC (including but not limited to the implementation quality management, environmental protection and safety standards, as well as data security and data protection). Such inspection may include checking internal guidelines, processes, procedures, books and other documents. The SUPPLIER shall support such inspection to allow KNAPP to achieve the purpose of the inspection. KNAPP shall not unreasonably disturb the SUPPLIER's operations while conducting the inspection.

12. Intellectual property rights

The SUPPLIER represents and warrants that the materials and/or services provided by the SUPPLIER and subsequently being used by KNAPP/its END CUSTOMER do not infringe upon third party rights or rights of whatever nature (including but not limited to registered or unregistered intellectual property rights). Should any such third-party rights be infringed upon, and KNAPP/its END CUSTOMER is held liable for such infringement, the SUPPLIER shall fully indemnify and hold KNAPP/its END CUSTOMER harmless from and against all such third-party claims and either guarantee KNAPP the unrestricted use of the materials and/or services or provide corresponding alternatives free of charge.

- 10.2.** 供应商承诺为自己充分投保以应对因合同责任而产生的所有风险,包括但不限于产品责任险和普通一切险。供应商最迟应在签订合同之时向科纳普提交保险证明(承保通知书副本)。供应商有义务在整个项目过程中维持投保状态直至保修期结束后一年,并及时缴纳保险费。

- 10.3.** 签订保险单不得以任何方式限制供应商因合同产生的义务和责任。

11. 保密义务/数据保护

- 11.1.** 对科纳普与供应商在合同谈判和履行之前、期间和之后交换的贸易和商业秘密必须予以严格保密,不受时间限制。未经科纳普的事先明确书面同意,不得向第三方传达或以其他方式使第三方获取任何信息、文件、图纸、草图或其他记录。科纳普应同样对供应商的所有文件予以保密。科纳普可随时要求供应商立即返还科纳普提供的机密信息。
- 11.2.** 供应商知悉,根据本条款未经授权使用或披露信息可能会对科纳普/其关联方造成不可挽回的损害,并可能给科纳普/其关联方造成未知程度的严重不利。如果供应商未经授权使用或披露,供应商必须向科纳普的首次书面请求,就每次违约向科纳普支付金额为800,000(大写:捌拾万)元人民币的违约金。供应商承认该金额为适当的。如果科纳普能够证明实际损失高于约定的违约金金额,则供应商应对所有损失承担责任。此外,科纳普还保留利用任何其他可用的法律补救措施的权利。
- 11.3.** 各方应仅为履行各自合同义务之目的使用在合同范围内获取的个人数据。各方应保护该等个人数据以免第三方获得及知晓该等个人数据。各方应向对方承诺遵守适用于该方和合同的所有当前有效的相关数据保护法律法规,并承诺将此义务施加给其任何合同伙伴。如果当局要求任何一方披露个人数据,各方应向提出请求的当局披露个人数据。
- 11.4.** 在合同约定和要求的范围内,供应商应代表科纳普处理个人数据。供应商对个人数据的此类处理应遵守中国法律和法规要求的单独数据处理协议。
- 11.5.** 科纳普或由科纳普授权的第三方有权在供应商的正常营业时间内访问供应商的任何营业场所。在此访问期间,科纳普可能会检查供应商是否遵守了法律/政府和任何其他适用的要求、合同和本通用采购条款与条件(包括但不限于质量管理实施、环境保护和安全标准以及数据安全和数据保护)。此类检查可能包括检查内部指南、流程、程序、账册和其他文件。供应商应支持此类检查,以允许科纳普实现检查目的。科纳普在进行检查时不得无理干扰供应商的运营。

12. 知识产权

供应商声明并保证,由供应商提供并随后由科纳普/其最终客户使用的材料和/或服务不会侵犯第三方权利或任何性质的权利(包括但不限于注册或未注册的知识产权)。如果任何此类第三方权利受到侵犯,科纳普/其最终客户对此类侵权承担了责任,则供应商应全额赔偿科纳普/其最终客户并使其免受所有此类第三方索赔的损害,并保证科纳普对材料和/或服务不受限制的使用,或免费提供相应的替代品。

13. Miscellaneous

- 13.1.** The SUPPLIER is not allowed to sub-contract all or part of the scope of the contract to any third parties without the prior written consent of KNAPP. KNAPP reserves the right to decline subcontractors for justified reasons (as to be decided in the sole discretion of KNAPP). The SUPPLIER shall be liable to KNAPP for any acts and omissions of its subcontractors under the same conditions as for its own materials and services.
- 13.2.** The SUPPLIER is responsible for the compliance with labour law requirements and any other applicable duties stipulated by law in respect of its employees or subcontractors, as well as for the technical and safety-related instruction of its employees and subcontractors.
- 13.3.** The rights and duties arising from the contract shall be enjoyed by the legal successors of the parties. However, KNAPP shall have the option of terminating this contract with immediate effect after becoming aware of a case of the legal succession on the side of the SUPPLIER.
- 13.4.** The SUPPLIER is not entitled to establish any security or guarantee rights or rights of retention on all or part of the materials and services delivered to KNAPP or on any property provided by KNAPP to the SUPPLIER.
- 13.5.** These GTC are written in Chinese and English, with both language versions equally binding. In case of any discrepancies between the two language versions, the English version shall prevail.
- 13.6.** The SUPPLIER shall notify KNAPP immediately in writing if changes or discontinuations of the product/service portfolio of the SUPPLIER occur. The following information must be provided to KNAPP in writing:
- Description of the change/cancellation of product/service
 - Date of the last time order and date of the last time buy
 - successor product /service
 - Information on the compatibility of the successor product/service with the prior version (form, fit and function)
 - Data sheet of the successor product/service

14. Applicable law, Place of jurisdiction (arbitration)

- 14.1.** These GTC and the contract shall be exclusively governed by the applicable PRC laws and regulations. Any conflict-of-law rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
- 14.2.** If disputes arise in connection with or as a result of these GTC and/or the contract, the parties to the contract shall strive to achieve an amicable settlement within 30 days after one party notified the other party of the existence of a dispute.
- 14.3.** If a dispute cannot be settled within 30 days after one party notified the other party of the existence of a dispute, either party may submit the dispute to the Shanghai International Arbitration Center for arbitration ("SHIAC") for arbitration in accordance with the SHIAC rules as applicable at such time. The arbitration tribunal shall be formed of three arbitrators. Each party shall appoint one arbitrator and the third arbitrator (serving as chairperson of the arbitration tribunal) shall be appointed by the SHIAC in accordance with its rules. The arbitration award shall be final. The language of the arbitration proceedings shall be English.

15. Severability

Should provisions of these GTC and/or the contract be or become invalid or unenforceable in part or in whole, or should these GTC or the contract contain a loophole, this shall not affect the validity of the other provisions of these GTC and/or the contract. Ineffective or unenforceable provisions of these GTC and/or the contract shall be replaced by the parties with valid or enforceable provisions that come as close as possible to the intended purposes and consensus of the parties.

13. 其他规定

- 13.1.** 未经科纳普的事先书面同意，供应商不得将合同范围的全部或部分分包给任何第三方。科纳普保留以正当理由拒绝分包商的权利（由科纳普全权决定）。供应商应根据适用于其自有材料和服务的相同条件为其分包商的行为和不为向科纳普承担责任。
- 13.2.** 供应商有责任遵守劳动法要求以及法律规定的与其员工或分包商相关的任何其他适用义务，并负责对其员工和分包商进行技术和安全相关的指导。
- 13.3.** 合同产生的权利和义务由双方的合法继承人享有。然而，科纳普在得知供应商一方的合法继承情况后，有权选择立即解除本合同。
- 13.4.** 供应商无权在交付给科纳普的全部或部分材料和服务或科纳普向供应商提供的任何财产上设立任何担保或保证权或留置权。
- 13.5.** 本通用采购条款与条件以中文和英文书写，两种语言版本具有同等约束力。如果两种语言版本之间存在任何差异，则以英文版本为准。
- 13.6.** 如果供应商的产品/服务组合发生变更或停产，供应商应立即以书面形式通知科纳普。以下信息必须以书面形式向科纳普提供：
- 更改/取消产品/服务的说明
 - 最后一次订单的日期和最后一次采购的日期
 - 后续产品/服务
 - 有关后续产品/服务与先前版本的兼容性的信息（形式、装配和功能）
 - 后续产品/服务的数据表

14. 适用法律，管辖地（仲裁）

- 14.1.** 本通用采购条款与条件和合同应仅适用中华人民共和国的法律法规。国际私法和《联合国国际货物销售合同公约》(CISG) 的任何法律冲突规则均应被排除。
- 14.2.** 如果因本通用采购条款与条件和/或合同而产生争议或争议与之有关，双方应努力在一方通知另一方存在争议后 30 天内友好达成和解。
- 14.3.** 如果一项争议在一方通知另一方存在争议后 30 天内仍未解决，则任何一方均可将争议提交至上海国际仲裁中心（“仲裁中心”）按照届时适用的仲裁中心规则进行仲裁。仲裁庭由三名仲裁员组成。每一方应指定一名仲裁员，第三名仲裁员（担任仲裁庭主席）应由仲裁中心按照其规则指定。仲裁裁决应是终局的。仲裁程序的语言应是英语。

15. 可分割性

若本通用采购条款与条件和/或合同的规定部分或全部变得无效或不可执行，或者，若本通用采购条款与条件或合同存在遗漏，这不得影响本通用采购条款与条件和/或合同其他规定的有效性。本通用采购条款与条件和/或合同中无效或不可执行的规定应由双方以最接近双方的预期目的和双方共识的有效的和可执行的规定取代。

B. Part B - Special Terms (supply of materials)**1. Special Terms**

This Part B contains additional provisions concerning the supply of materials, systems and components and is applicable in addition to Part A – General Terms.

2. Branding and packaging

2.1. The SUPPLIER is entitled to apply company logos and/or trademarks (branding) on the supplies. However, to ensure that the complete system has a uniform appearance, the design of the branding, particularly the size, position and colour must be discussed with and approved by KNAPP in advance in writing. If the SUPPLIER applies branding that has not been thus approved by KNAPP, the SUPPLIER is obliged to change or remove the branding upon request of and at the discretion of KNAPP.

2.2. The packaging is included in the purchase price. All damages resulting from inappropriate packaging shall be borne by the SUPPLIER. The existing official regulations, especially the requirements for design and labelling of the packaging must be observed for the delivery of dangerous goods.

3. Deliveries, delays

3.1. Deliveries/shipments shall be made free of charge, at the cost and risk of the SUPPLIER, to KNAPP or to the place of delivery specified by KNAPP (INCOTERMS 2020 – DAP). The SUPPLIER shall take out third-party liability insurance and transportation insurance, which must also cover the unloading process. In addition, KNAPP reserves the right to demand the submission of specific insurance confirmations from the SUPPLIER.

3.2. Each shipment shall include a delivery notice stating the exact scope and content of the shipment. A copy of the shipping documents shall be delivered to KNAPP.

3.3. In the event of missing or incomplete shipping documents, in particular missing order reference data, KNAPP reserves the right to refuse acceptance of the delivery at the expense and risk of the SUPPLIER.

3.4. Before the SUPPLIER delivers the goods, KNAPP shall be entitled (but not obligated) to test the goods, including an inspection or testing of the goods at the SUPPLIER's facilities.

3.5. The SUPPLIER is obliged to obtain at its own expense any necessary licenses for the goods, including but not limited license for export to the country of the END CUSTOMER.

4. Additional warranty

4.1. The warranty period begins upon delivery of the goods to KNAPP in accordance with the applicable Incoterms. The warranty period shall be at least 24 months, unless according to the purchase order a longer warranty period is agreed.

4.2. KNAPP's obligation to inspect the supplies for defects following delivery is expressly excluded and the SUPPLIER is not entitled to reject its warranty obligations because of delayed notification of defects by KNAPP. During the warranty period, KNAPP has a period of 6 weeks following discovery of any defects to provide notice of defects. KNAPP shall have no obligation to inspect and test the supplies of the SUPPLIER prior to any agreed function and performance tests.

4.3. In the event of serial defects, even if the defect has not yet actually occurred in all components/subcomponents of the goods delivered, the SUPPLIER must (at its own expense) also replace components that are not defective at this point.

4.4. The SUPPLIER represents and warrants that the required spare parts package purchased by KNAPP is sufficient for continuous operation of the complete system by the END CUSTOMER during at least the warranty period. Spare parts already delivered and no longer usable due to a modification of or amendment to the scope of supply and services shall be replaced by the SUPPLIER free of charge.

4.5. The SUPPLIER guarantees the availability of spare and wear parts for the supplies for at least 10 years following the expiry of the warranty period, and in any case for the lifetime of the complete system. If spare parts are removed from the product range of the SUPPLIER, KNAPP must be notified in writing at least 6 months before the spare parts are removed.

5. Guarantee

Upon submission of the tax invoice (Fapiao), the SUPPLIER shall provide KNAPP either (a) with performance guarantees or (b) guarantees for warranty obligations, which in either case must be irrevocable and valid over the entire warranty period. Either of such guarantees shall provide that KNAPP shall be secured thereunder upon first written request by KNAPP.

B. B 部分 - 特别条款 (材料供应)**1. 特别条款**

除A部分 - 一般条款外, 本B部分包含有关材料、系统和组件供应的附加条款, 亦予适用。

2. 品牌和包装

2.1. 供应商有权在供应品上使用公司标志和/或(品牌)商标。但为了确保整个系统具有统一的外观, 品牌的设计, 特别是尺寸、位置和颜色必须事先与科纳普进行书面讨论并获得其批准。如果供应商使用未经科纳普批准的品牌, 则供应商有义务根据科纳普的决定和要求更改或删除该品牌。

2.2. 包装费包含在购买价格中。因包装不当造成的所有损失均由供应商承担。危险品交付必须遵守现有的官方规定, 特别是对包装设计和标签的要求。

3. 交付、延误

3.1. 交货/装运应免费由供应商承担成本和风险运至科纳普或科纳普指定的目的地(《国际贸易术语解释通则2020》- 目的地交货)。供应商应投保第三方责任险和运输险, 保险范围还必须包括卸货过程。此外, 科纳普保留要求供应商提交特定的保险确认书的权利。

3.2. 每批货运应包含一份说明确切货运范围和内容的交货通知。应向科纳普交付一份货运单据副本。

3.3. 若货运单据缺失或不完整, 尤其是缺失订单参考数据, 科纳普保留拒绝验收货物的权利, 相关费用和 risk 由供应商承担。

3.4. 在供应商交付货物之前, 科纳普有权(但没有义务)对货物进行检查, 包括在供应商的场所进行一次对货物的检查或测试。

3.5. 供应商有义务自费获取货物的任何必要许可证, 包括但不限于出口到最终客户国家所需的许可证。

4. 附加质量保证

4.1. 保修期从根据适用的《国际贸易术语解释通则》将货物交付给科纳普时开始计算。保修期至少为24个月, 除非根据采购订单约定了更长的保修期。

4.2. 科纳普在交付后检查供应品是否存在缺陷的义务被明确排除, 并且供应商无权因科纳普延迟通知缺陷而拒绝其保修义务。在保修期内, 科纳普在发现任何缺陷后有6周的时间提交缺陷通知。在任何商定的功能和性能测试之前, 科纳普没有义务检查和测试供应商的供应品。

4.3. 如果出现系列缺陷, 即使缺陷尚未在被交付货物的所有组件/子组件中实际出现, 供应商也必须(自费)更换当时没有缺陷的组件。

4.4. 供应商声明并保证, 科纳普购买的所需备件包足以确保最终客户至少在保修期内持续运行整个系统。因供应和服务范围的调整或修改而不再可用的已交付备件, 应由供应商免费替换。

4.5. 供应商保证在保修期满后至少10年内, 并且无论如何在整个系统的使用寿命内, 提供供应品的备件和易损件。如果备件被从供应商的产品系列中移除, 则必须在备件移除前至少6个月以书面形式通知科纳普。

5. 保证

提交税务发票(发票)后, 供应商应向科纳普提供 (a) 履约保证, 或 (b) 保修义务保证, 在任何一种情况下, 该保证均不可撤销且在整个保修期内有效。此类保证中的任何一项均应规定科纳普应在其首次书面请求时获得担保。

6. Delivery (transfer of risk), transfer of ownership

The point of delivery (transfer of risk) for the goods is determined according to the applicable Incoterm. The ownership of the goods shall remain with the SUPPLIER until the delivery and shall transfer to KNAPP upon delivery.

C. Part C - Special Terms (for the provision of services)

1. Special Terms

This Part C - Special Terms contains additional terms for the provision of services (supply and services under a contract for services) and is applicable in addition to Part A - General Terms and Part B - Special Terms.

2. Handover of the installation site

The scope of services shall also include handover of the clean and tidy installation site as well as disposal of installation and packaging materials and any other cleaning activities required.

3. Acceptance of the services

3.1. The testing, examination and acceptance procedures shall be carried out based on the procedures specified by KNAPP under the conditions defined by KNAPP.

3.2. The conformity of the supplies and services with the specifications shall be verified during the performance test for the complete system. However, KNAPP is entitled to perform additional special tests for checking the supplies and services. Any costs or expenses incurred by KNAPP in terms of personnel, materials, operating resources, etc., due to unsuccessful performance tests shall be borne by the SUPPLIER.

3.3. KNAPP shall have no obligation to inspect and test the supplies and services of the SUPPLIER prior to any agreed function and performance tests.

3.4. Should acceptance by KNAPP not be granted at the agreed time for reasons which are the SUPPLIER's responsibility, SUPPLIER is obligated to pay liquidated damages according to item 3.6. GTC or demand a price reduction or terminate the contract. This shall not restrict any other rights of KNAPP to claim for damages.

4. Additional warranty

4.1. The warranty period begins upon acceptance of the services by KNAPP. The duration warranty period shall be at least 24 months, unless according to the purchase order a longer warranty period is agreed.

4.2. The SUPPLIER shall also ensure that the design is state-of-the-art, that the supplies and services are suitable for non-stop operation as part of the complete system under the operating conditions in effect at the place of use, that all standards and official regulations applicable at the place of use are observed, and that the products and services remain available without interruption while meeting the relevant performance values.

4.3. The warranty period shall be extended by any period in which the system or its individual components cannot be used. If parts are replaced or repaired, a new warranty period of the same length as was the case for the initial delivery shall begin with the installation of the new part or completion of repairs. Throughout the entire warranty period, the SUPPLIER shall bear the burden of proof for demonstrating that any defects are not its responsibility.

6. 交付（风险转移）、所有权转移

货物的交付（风险转移）点根据适用的《国际贸易术语解释通则》确定。货物的所有权在交货前仍归供应商所有，在交货后转移至科纳普。

C. C部分 - 特别条款（服务）

1. 特别条款

除 A 部分 - 一般条款和 B 部分 - 特别条款外，本 C 部分 - 特别条款包含有关提供服务（服务合同下的供应和服务）的附加条款，亦予适用。

2. 安装场地移交

服务范围还应包括移交干净整洁的安装场地以及处置安装和包装材料以及任何其他所需的清洁活动。

3. 服务的验收

3.1. 测试、检验和验收程序应在科纳普规定的条件下根据科纳普规定的程序进行。

3.2. 供应品和服务是否符合规范，应在整个系统的性能测试中进行验证。但是，科纳普有权进行额外的特殊测试，以检查供应品和服务。由于性能测试失败而导致科纳普在人员、材料、操作资源等方面产生的任何成本或费用应由供应商承担。

3.3. 在任何约定的功能和性能测试之前，科纳普没有义务检查和测试供应商的供应品和服务。

3.4. 如果由于供应商的责任而导致科纳普未在约定的期限内验收，供应商有义务根据本通用采购条款与条件第 3.6 条支付违约金或要求降低价格或解除合同，这不限制科纳普主张赔偿的任何其他权利。

4. 附加质量保证

4.1. 保修期自科纳普接受服务时开始计算。保修期至少为 24 个月，除非根据采购订单约定了更长的保修期。

4.2. 供应商还应确保设计是最先进的，供应品和服务适合在使用地点有效的操作条件下作为完整系统的一部分不间断运行，遵守了使用地点适用的所有标准和官方法规，并且产品和服务在满足相关性能值的同时保持不间断可用。

4.3. 保修期应根据系统或其单个组件无法使用的任何期限予以延长。如果零件被更换或修理，新的保修期应在新零件的安装或修理完成后开始计算，并与首次交付时的保修期相同。在整个保修期内，供应商应承担举证责任，证明任何缺陷并非其责任。