

General Terms and Conditions of Purchase and Special Conditions of the dormakaba Group Companies Having Their Registered Offices in the People's Republic of China and Taiwan

适用于注册办公地位于中华人民共和国与台湾境内之dormakaba集团公司的采购通用条款和条件与专用条件

A. General Terms and Conditions of Purchase 采购通用条款和条件

1. Scope 范围

- 1.1 These Terms and Conditions of Purchase are the subject of all orders placed by 本《采购通用条款和条件》适用（且排他适用）于以下公司所下达的订单
- dormakaba Access Solutions (China) Ltd. 多玛凯拔（上海）管理有限公司
 - dormakaba China Limited 多玛凯拔门控系统有限公司
 - dormakaba Hong Kong Limited 香港多玛凯拔有限公司
 - dormakaba Hong Kong Limited (Taiwan Branch) 香港多玛凯拔有限公司台湾分公司
 - TLHM Co, Ltd. 腾力門控股份有限公司
 - WAH MEI Access Security Technology Co. LTD. 华美安防科技有限公司
 - Wah Yuet Hong Kong Limited 华粤香港有限公司
 - Wah Yuet (Ng's) Overseas Co Ltd. 華粵(伍氏)海外有限公司
 - PLH Path Line (China) Ltd. 知途(中國)有限公司
 - dormakaba (China) Technologies Ltd. 多玛凯拔科技有限公司
- as well as Affiliated Companies as defined herein of dormakaba Deutschland GmbH having their registered office in the People's Republic of China (in the following referred to as the **PRC**) and Taiwan 以及注册办公地位于中华人民共和国（下称“**中国**”）与台湾境内的dormakaba Deutschland GmbH的关联公司（定义见下文）
- (in the following jointly referred to as the **dormakaba Group** – individual group companies also referred to as **dormakaba**) and apply exclusively. For the purpose of these Terms and Conditions of Purchase, any legal entity which from time to time controls, is controlled by, or is under common control with a relevant other legal entity, control meaning the power to direct the management and policies of a legal entity directly or indirectly, whether through the ownership of voting rights, by contract or otherwise (and provided that a legal entity shall be deemed to control another legal entity if such first legal entity owns fifty percent (50%) or more of the capital stock or other equity interest of such other legal entity), shall be regarded as an affiliated company (in the following jointly referred to as **Affiliated Companies**, and each individually as an **Affiliated Company**).
- （在下文中共同称为**dormakaba集团**——单个集团公司也称为**dormakaba**）。就本《采购通用条款和条件》而言，对于任何一家法律实体，该法律实体不时控制的其他相关法律实体、控制该法律实体的其他法律实体、或者与该法律实体共同受他人控制的法律实体均应视为为该法律实体的关联公司（下文合称为**各关联公司**，单称为**关联公司**）。控制一词是指直接或间接决定一家法律实体之管理和政策的权力，不论是通过拥有投票权、合同安排还是其他方式实现的决定权（如果一家法律实体拥有另一家法律实体百分之五十（50%）或以上的股本或其他股权，则应视为前一家法律实体控制后一家法律实体）。
- 1.2 Any conflicting or additional terms and conditions of the supplier (in the following referred to as **Supplier**) are rejected. They will apply only if dormakaba expressly agrees to them or parts of them in writing. 任何有冲突的或附加的供应商（下文称为**供应商**）的条款和条件，特此均予排除。前述供应商的条款和条件或任何其他

部分仅在dormakaba以书面形式明确接受的情况下，方才适用。

- 1.3 These Terms and Conditions of Purchase will also apply if dormakaba, having knowledge of conflicting or deviating terms and conditions of the Supplier, accepts services or deliveries provided by the Supplier without reservation or if payment was made. 即使dormakaba在知晓供应商的条款和条件与本《采购通用条款和条件》有冲突或相背离的情况下没有保留地接受了供应商提供的服务或交付，或者已经付款，也适用本《采购通用条款和条件》。
- 1.4 Any individual agreements made with the Supplier in individual cases (such as master supply agreements, written side agreements, supplements and/or amendments, etc.) will in any event take precedence over these General Terms and Conditions of Purchase. For such agreements to be valid, an express contract or an express confirmation by dormakaba is required. 具体情况下与供应商达成的任何单个协议（如主供应协议、书面补充协议、其补充和/或修订等）在任何情况下均优先于本《采购通用条款和条件》。为使该等协议有效，需有明确的合同或dormakaba的明确确认。
- 1.5 Reference to the applicability of statutory provisions is made for clarification purposes only. Even without such clarification, the applicable statutory provisions will therefore apply insofar as they are not directly amended or expressly excluded by these General Terms and Conditions of Purchase. 本《采购通用条款和条件》中如提及若干法定条款法律规定之适用性，均只作为说明。即使未作该等说明，只要本《采购通用条款和条件》未加以直接修改或明确排除，所适用的法律规定应当尽数适用。
- ### 2. Conclusion of contract 合同订立
- 2.1 Offers of the Supplier shall be binding and always be provided free of charge for dormakaba. A contract shall only be concluded by dormakaba's written confirmation of an offer. 供应商的要约应具有约束力，并应始终免费提供给dormakaba。只有经dormakaba书面确认要约，合同方才视为订立。
- 2.2 Alternatively, dormakaba shall send the Supplier a written order. **If the Supplier does not object to the order within five (5) working days (Monday to Friday), the order shall be deemed accepted. If the offer contains a commitment period, the Supplier shall object within this period.** 或者，dormakaba应向供应商发送一份书面订单。**如果供应商在五（5）个工作日（周一至周五）内未对上述订单提出异议，该订单则视为已被供应商接受。如果要约含有承诺期，供应商则应在该期限内提出异议。**
- 2.3 If dormakaba refers to target quantities in the order, these are non-binding demand forecasts which do not constitute an obligation for dormakaba to accept delivery. 如果dormakaba在订单中提到目标数量，这些数量是不具约束力的需求预测，不构成dormakaba接受交付的义务。
- 2.4 The Supplier will notify dormakaba of any obvious errors (such as typographical or arithmetical errors) and omissions in the order, including the order documents, so that they can be corrected and/or completed before acceptance. 供应商如发现订单（包括订单文件）中存在任何明显的错误（如打印或计算错误）和遗漏，供应商将通知dormakaba，从而在dormakaba验收前予以纠正和/或补充。
- 2.5 If the Supplier accepts the order with deviations, these deviations must be expressly indicated. Any acceptance changing an order is considered a new offer. In addition, the Supplier is required to inform dormakaba in the order of any changes compared to previous contractual conditions or catalogue details in writing. A contract will be deemed to exist only after dormakaba has expressly accepted the changed conditions. 如果供应商在接受订单时发现偏差，必须明确指出这些偏差。如果供应商接受订单时对订单进行修改，则视为提出一项新的要约。此外，供应商还应以书面形式在订单中告知dormakaba与原合同条件或价目表细节之间的差异。仅在

dormakaba明确接受变更的条件后，合同才视为成立。

- 2.6 Any changes occurring after the conclusion of the contract (for example, deviation from specification, change in material and/or dimensions, change in production method or place of production) are accepted only if dormakaba has expressly agreed to such change in advance.

对于在合同订立后发生的变动（例如，偏离规格、更改材料和/或尺寸、变更生产方法或生产地点），经dormakaba事先明确同意方予以接受。

- 2.7 The Supplier may sub-contract *if and to the extent that no service by it personally was agreed*. dormakaba may object to the Supplier's sub-contracting for good cause. In such case, the Supplier must carry out the order itself. Good cause is deemed to exist in particular if the subcontractor, when looked at objectively, does not offer a guarantee that the contract concluded by dormakaba with the Supplier and the work undertaken by the subcontractor in this respect will be fulfilled in accordance with the contract.

如果未约定必须由供应商自身提供服务，供应商则可将该等服务进行分包。dormakaba可出于正当事由反对供应商进行分包。遇此情形，须由供应商自行履行订单。如客观而言，对于dormakaba与供应商所签订的合同以及该合同项下分包商所承担的工作，分包商无法保证能按照该合同加以履行，这种情况尤应视为存在正当事由。

- 2.8 The Supplier will bear the procurement risk for its deliveries and services, unless expressly agreed otherwise in individual cases (in particular if a limited obligation in kind, an obligation in kind restricted to available stocks or a specific obligation is agreed). dormakaba shall not accept any reservation of self-supply (meaning a reservation subject to timely and correct supply of incoming goods) on the part of the Supplier.

供应商在交付货物和提供服务方面存在的采购风险，将由该供应商自行承担，除非具体情况下另有明确约定（尤其是如果约定了有限的种类之债、以现有库存为限的存货之债，或一项特定之债）。dormakaba不接受供应商的任何自身供货保留条款（指以供应商自身及时获取正确供货为前提的保留条件）。

3. Compliance with legal requirements and the code of conduct / quality management system / objection notification

遵守法律要求和行为准则 / 质量管理体系 / 异议通知书

- 3.1 The Supplier is required to comply with the state of the art in science and technology at the time the contract is concluded, all applicable laws, regulations, guidelines and requirements of the authorities. Such applicable legal requirements shall at all times constitute a minimum standard.

The requirements set out in these Terms and Conditions are intended to supplement and extend, but not to limit or replace, any obligations imposed by applicable law. In the event of any conflict, the stricter requirement shall apply.

The Supplier shall ensure ongoing compliance with the legal and regulatory requirements applicable at the time of performance, delivery, and throughout the relevant lifecycle (meaning all phases of a product, including its design, development, testing, manufacturing, deployment, operation, maintenance, updating and, where applicable, decommissioning) of the Products or services.

供应商须具备相关合同订立时属于先进的科技水平，遵守一切所适用的法律法规、主管部门的指导方针和要求。适用的法律法规要求在任何时候均构成本协议项下应遵守的最低标准。

本条款与条件旨在对适用法律规定进行补充和延伸，而非限制、替代或减轻该等法定义务。如本条款与条件与适用法律之间存在任何冲突，应以要求更为严格者为准。

供应商应确保在产品或服务的履行、交付过程中，以及产品相关生命周期（包括产品的设计、开发、测试、制造、部署、运行、维护、更新，以及适用情况下的停用、拆除或处置等各阶段）内，持续遵守适用的法律法规及监管要求。

- 3.2 The Supplier especially warrants that the products supplied have undergone any required conformity assessment procedures applicable (at component or final product level).

The Supplier shall provide dormakaba, upon request or at the latest upon delivery, with all information, documentation and test reports necessary to demonstrate such compliance and to support any conformity assessment of the final product without undue delay.

供应商特别保证，其供应的产品（包括零部件及最终产品）均已完成法律法规要求的全部评估程序。

供应商应根据 dormakaba 的要求，或最迟于产品交付时，向 dormakaba 提供证明产品符合相关要求所需的全部信息、文件及测试报告，并应在不无故延误的情况下，为最终产品的符合性评定提供一切必要的支持。

- 3.3 Furthermore, the Supplier is obliged to comply with the provisions of the dormakaba Supplier Code of Conduct, in particular the internationally recognized human rights and environmental standards formulated therein. The dormakaba Supplier Code of Conduct is available at <https://www.dormakabagroup.com/en/suppliers#knowledge-hub> and will be sent to the Supplier free of charge upon request. The Supplier shall further endeavor to ensure that its suppliers, insofar as they are necessary for the delivery of goods or services to or for dormakaba, also comply with the contents of the dormakaba Supplier Code of Conduct and the suppliers shall likewise undertake to agree on the contents of the dormakaba Supplier Code of Conduct with all further suppliers within the entire supply chain.

此外，供应商还有义务遵守《dormakaba供应商行为准则》，特别是其中所包含的国际公认的人权和环境标准。

《dormakaba供应商行为准则》可在 <https://www.dormakabagroup.com/en/suppliers#knowledge-hub> 上查阅，并可应要求免费发送给供应商。如供应商在向 dormakaba 交付货物或提供服务时需使用供货方，供应商应努力保证其供货方同样遵守《dormakaba供应商行为准则》的内容，且相关供货方同样承诺，与整个供应链中所有更下游的供货方就遵守《dormakaba供应商行为准则》的内容达成一致。

- 3.4 The Supplier shall regularly check and analyze whether the dormakaba Supplier Code of Conduct is complied with within its supply chain and shall inform dormakaba in writing how compliance is checked and the result of these checks. These notifications shall be made at the conclusion of the contract and annually thereafter and shall be addressed to the responsible sustainability contact in Purchasing known to the Supplier. If non-compliance with the dormakaba Supplier Code of Conduct becomes known, the Supplier shall inform dormakaba immediately in writing. In this case, dormakaba reserves the right to withdraw from and terminate the contract with immediate effect, and without the Supplier being entitled to any claim for damages or recourse due to such termination.

供应商应定期检查和分析《dormakaba供应商行为准则》在其供应链中是否得到遵守，并应以书面形式告知dormakaba其是如何检查遵守情况的以及该等检查结果。上述通知应在合同订立时发送，此后每年一次。上述通知发送给供应商所知的采购部负责可持续发展的联系人。如果发现有不遵守

《dormakaba供应商行为准则》的情况，供应商则应立即以书面形式通知dormakaba。遇此情形，dormakaba保留立即退出和解除合同的权利，且供应商无权因就前述解除提出任何索赔或追索。

- 3.5 The Supplier undertakes to comply with the requirements of the Supplier Quality Manual (available at <https://www.dormakabagroup.com/en/suppliers#knowledge-hub>) and will implement a quality management system in accordance with DIN EN ISO 9001 and an environmental management system in accordance with DIN EN ISO 14001 and maintain them until complete fulfilment of the last contract concluded with dormakaba. The Supplier's products must be manufactured and tested in accordance with the provisions of this quality management. dormakaba is entitled to monitor compliance with the quality management by the Supplier in its production facilities after prior notice and during normal business hours.

供应商承诺遵守供应商质量手册（可在 <https://www.dormakabagroup.com/en/suppliers#knowledge-hub> 查阅）的要求，并将实施符合DIN EN ISO 9001的质量管理体系和符合DIN EN ISO 14001的环境管理体系，并将维持

前述管理体系，直至供应商与dormakaba签订的最后一份合同履行完毕。供应商必须按照上述质量管理的规定进行产品生产和测试。dormakaba有权在事先通知后，在正常工作时间内对供应商的生产设施内遵守质量管理的情况进行监督。

- 3.6 The Supplier is required to test the products to be delivered in accordance with the PRC industrial standards generally applicable at the time of conclusion of the contract before delivery to dormakaba and to make the test results available to dormakaba on request without further remuneration. dormakaba can test the products in comparison with this. Carrying out a test is not deemed acceptance. 供应商在向dormakaba交付产品之前，应按照订立合同时普遍适用的德国工业标准对这些产品进行测试，并应dormakaba的要求提供测试结果，且不索要任何报酬。dormakaba可参照前述规定，进行产品测试。对产品进行测试并不视为验收该等产品。

- 3.7 The Supplier's deliveries and services must comply with Directive 2011/65/EC ("RoHS") and respective PRC regulations on the restriction of the use of certain hazardous substances in electrical and electronic equipment, such as but not limited to the *PRC Administrative Measures for the Restricted Use of Hazardous Substances in Electrical and Electronic Products*, and with Regulation 2006/1907/EC ("REACH") and respective PRC regulations, such as but not limited to the *PRC Measures for the Registration for Environmental Management for New Chemical Substances*. The Supplier further undertakes to deliver only products that do not contain any tin, tantalum, tungsten or gold from the Congo or the bordering countries of the "DRC" region. 供应商交付的货物和提供的服务必须符合欧盟有关限制在电气和电子设备中使用某些有害物质的第2011/65/EC号指令（“RoHS”）以及中国相关规定，例如但不限于《中华人民共和国电器电子产品有害物质限制适用管理办法》，并且符合第2006/1907/EC号法规（“REACH”）以及中国相关法规，例如但不限于《中华人民共和国新化学物质环境管理登记办法》。供应商还承诺，所交付的产品不含任何来自刚果或“刚果民主共和国”地区周边国家的锡、钽、钨或金。

- 3.8 If the relevant laws, regulations or the state of science or technology change between the conclusion of the contract and its fulfilment and should this influence the type and/or scope of the Supplier's contractual performance, the Supplier will inform dormakaba immediately in writing about the change and the associated consequences in terms of deadlines and costs. dormakaba will decide on the changes within a reasonable period of time. In the event of approval, the parties will reach an amicable cost settlement on the basis of the order and adjust the contract. If dormakaba does not accept the change, both parties are entitled to withdraw from and terminate the not yet fulfilled part of the contract. 自合同订立起到履行完毕期间，如相关法律法规变更或科技水平发生变化，影响了供应商合同履行的类型和/或范围，供应商则将以书面形式告知dormakaba所发生的变更和变化以及在期限和费用方面的相关后果。dormakaba将在合理时间内对上述变更和变化作出决定。在接受上述变更和变化的情况下，双方将在订单的基础上友好达成费用结算方案，并对合同作出相应调整。如果dormakaba不接受上述变更和变化，双方均有权退出和解除合同中尚未履行的部分。

4. Terms of delivery 交付条款

- 4.1 Unless otherwise agreed, deliveries will be made DDP (Incoterms 2020) to the agreed place, including packaging and ancillary costs such as fuel surcharges, freight or customs charges. Upon request, the Supplier must take back packaging material from dormakaba. 除非另有约定，将按DDP条款（《国际贸易术语解释通则》2020年版）交付至约定地点，所承担的费用包括包装费和附加费用，如燃油附加费、运费或海关费用等。经要求，供应商必须从dormakaba收回包装材料。
- 4.2 dormakaba does not accept reservations of title by the Supplier. dormakaba不接受供应商的所有权保留。
- 4.3 The Supplier's respective delivery or service must be accompanied by detailed documentation in Chinese language according to the current state of the art at the time

of conclusion of the contract.

供应商履行交付或服务时，必须按照合同订立时的技术水平提供详细的中文资料。

- 4.4 If the Supplier provides deliveries or services not from the PRC but from another country, dormakaba must be provided with documentary proof of origin without special request. In addition, the country of origin must be indicated on the product and/or its packaging in accordance with the relevant legal provisions.

如果供应商不是从中国而是从其他国家交付货物或提供服务，则必须向dormakaba提供原产地证明文件，且dormakaba无需就此特别提出要求。此外，还须按照相关法律规定，在产品和/或其包装上注明原产国。

- 4.5 Each delivery must be accompanied by two copies of the delivery note. The delivery note must include the order no., article no. and supplier no. If the Supplier does not specify the order no., article no. or supplier no., dormakaba is not responsible for delays in processing.

每项交货必须附有两份交货单。交货单的内容必须包括订单号、物品号和供应商编号。如果供应商未注明订单号、物品号或供应商编号，对于处理过程中的延误，dormakaba则不负任何责任。

- 4.6 Prior to the dispatch of the goods, dormakaba is to be informed in writing of the value, weight and the date of dispatch.

在货物发运前，应以书面形式告知dormakaba货物的价值、重量和发运日期。

- 4.7 Should the Supplier be required to provide material samples, test protocols, quality control documents or other documentation, the receipt of such documents in the agreed language will also be required for the deliveries or services to be deemed complete.

如果要求供应商提供材料样品、测试文件、质量控制文件或其他资料，收到以约定语言编写的上述资料也将是交付或服务视为完成的必要条件。

- 4.8 The Supplier will ensure the delivery of spare parts for a period which corresponds to the usual period of technical usability of the delivery item, but at least ten years after delivery of the last delivery of the respective delivery item to dormakaba providing no other availability of spare parts has been expressly agreed with dormakaba in writing. During this period, the Supplier undertakes to deliver such parts to dormakaba at normal market economic and legal conditions.

供应商确保按交付物通常的技术使用寿命供应备件，但在供应商未就如何从其他渠道获取备件与dormakaba达成明确书面约定的情况下，该备件供应期至少应持续至供应商最后一次向dormakaba交付相关交付物后满十年。在此期间，供应商承诺按通常的市场经济和法律条件向dormakaba交付该等备件。

- 4.9 If the Supplier intends to discontinue delivery of spare parts for the contractual delivery item after expiry of the period specified in section 4.8 above, dormakaba must be given the opportunity to place a final order with a notice period of at least 90 calendar days, which must be at least equal to the last average annual requirements of the last three years. The same applies if delivery is discontinued before the period has expired, in which case dormakaba further reserves the right to claim compensation based on breach of contract under section 4.8.

如果供应商打算在上述第4.8条规定的期限届满后停止供应合同交付物的备件，则必须给dormakaba最后一次下达订单的机会，并且必须至少提前90个日历日通知dormakaba。前述最后订单的订购量必须至少等于过去三年的年平均需求量。这项规定同样适用于在上述规定期限结束前停止供应备件的情形。遇此情形，dormakaba还有权基于供应商违反第4.8条而提出索赔。

- 4.10 If the Supplier is responsible for installation or assembly and the parties have not agreed otherwise, the Supplier will bear all necessary ancillary costs (for example, travel costs) and provide the tools free of charge.

如果供应商负责安装或装配，且双方未另行约定，供应商将承担所有必要的附加费用（如差旅费）并免费提供工具。

- 4.11 Partial deliveries or services are permissible only with dormakaba's prior express written consent; in the case of permissible partial deliveries, these must be marked as such

in the delivery documents. The same applies if the Supplier delivers the goods prior to the agreed date or in too large quantity. If the Supplier breaches any of the above provisions of this section 4.11, dormakaba will be entitled to return the goods at the Supplier's expense and risk or to store the goods with third parties at the Supplier's expense and risk.

经dormakaba事先明确书面同意，方允许供应商分批交付货物或分期提供服务；在允许分批分期交付的情况下，必须在交付文件中予以标明。项规定同样适用于供应商在约定日期前交付货物或超量交付数量的情形。如果供应商违反本4.11条任何规定，dormakaba将有权退回货物，相关费用和风险由供应商承担，或将货物存放在第三方，相关费用和 risk 由供应商承担。

5. Period of performance

履行期

5.1 The agreed dates for delivery and/or service are binding. 经双方约定的货物交付日期和/或服务提供日期是有约束力的。

5.2 The Supplier is required to notify dormakaba without delay in writing if any circumstances occur or become evident which would suggest that the agreed deadline cannot be met. This will have no effect on the obligation to meet the originally agreed deadline. The Supplier is liable to dormakaba for all damages and expenses incurred by dormakaba as a result of a breach of the above obligation by the Supplier.

如有情况表明或者显而易见供应商无法按照约定的最后期限供货或提供服务，供应商则应立即以书面形式通知dormakaba，不得拖延。项规定并不影响供应商履行最初约定期限的义务。如供应商违反上述义务，供应商应向dormakaba承担因其该等违约而给dormakaba造成的所有损失和费用。

5.3 The Supplier can refer to and invoke a lack of necessary documents to be provided by dormakaba only if it expressly demanded them in a timely manner from dormakaba in writing.

如供应商及时以书面形式明确要求dormakaba提供必要文件但dormakaba并未提供，遇此情况，供应商才能以dormakaba未提供应当提供的必要文件为由提出权利主张。

6. Delay in Delivery

延迟交付

6.1 Delay in delivery by Supplier: If, other than in circumstances of force majeure as defined herein, the contractually agreed delivery or service deadlines are exceeded, the Supplier will be deemed in default and in breach of contract without need for a reminder. The Supplier is required to notify dormakaba without delay in writing if any circumstances occur or become evident which would suggest that the contractually agreed deadlines for delivery or service cannot be met. If dormakaba accepts a delayed delivery or service provided by the Supplier without reservation, this does not constitute a waiver of any claims which dormakaba may assert due to the delayed delivery or service.

供应商延迟交付：如果合同约定的交付或服务期限已过，且未发生本文内定义的不可抗力情形，供应商未按约交付，则视为供应商违约，届时无需催告。如有情况表明或者显而易见供应商无法按照合同约定的最后期限交付货物或提供服务，供应商应及时以书面形式通知dormakaba。如果dormakaba毫无保留地接受供应商延迟交付货物或提供服务，这并不构成dormakaba放弃自身因供货商延迟交付货物或提供服务而可能提出的任何索赔。

6.2 If the Supplier is in delay, dormakaba will be entitled to full statutory claims. dormakaba may, in particular claim damages in lieu of performance and/or withdraw from and terminate the contract.

如果供应商出现延误，dormakaba有权提出全部法定索赔。dormakaba尤其可以要求损害赔偿以代替履约和/或退出和解除合同。

6.3 If the Supplier is in delay, dormakaba will be entitled to a contractual penalty amounting to 0.05% of the net remuneration for the delayed service and/or delivery for each full day of delay, but not exceeding 10% of the net remuneration for the delayed delivery or service. The

contractual penalty can also be claimed up to 14 calendar days after receipt of the service and/or delivery without reference to such a reservation being necessary. The contractual penalty will be deducted from the total default loss which has been asserted. Further, dormakaba shall be entitled to cancel any purchase order, order confirmation and/or contract by giving written notice to Supplier without prior notice period, if the delivery or service is delayed, other than in circumstances of force majeure as defined herein, for a period of more than 15 days.

如果供应商出现延误，dormakaba有权要求合同违约金，每迟延履约一整日，合同违约金金额为延迟提供服务/或延迟交付货物对应的净报酬的0.05%，但不超过该净报酬金额的10%。dormakaba也可在收到服务和/或交付的货物后14个日历日内提出合同违约金要求，无需提及此种保留是否必要。合同违约金将从所主张的违约损失总额中扣除。此外，如交付货物或提供服务延迟超过15天（本文定义的不可抗力情况除外），dormakaba有权通过向供应商发出书面通知取消任何采购订单、订单确认和/或合同，无需事先通知期。

6.4 First, the statutory provisions apply with regard to the occurrence of delay of acceptance by dormakaba. In deviation from this, however, the Supplier must expressly offer its services to dormakaba even if a fixed or fixable calendar date has been agreed for action or cooperation of dormakaba (for example, provision of material). If dormakaba is in delay with acceptance, the Supplier is entitled to demand compensation for its reasonable additional expenses actually incurred and proved nu the Supplier pursuant to the statutory provisions. If the contract concerns non-fungible items (custom-made items) that are to be manufactured by the Supplier, the Supplier is entitled to further rights only if dormakaba has undertaken to assist and is responsible for failure to assist.

如出现dormakaba延迟接受交付的情况，首先适用法定条款。尽管有前一句的规定，即使双方已经就dormakaba应采取的行动或提供的合作（例如：提供材料）商定了确定的或可以确定的日期，供应商也必须明确向dormakaba主动提供服务。如出现dormakaba延迟接受交付的情况，供应商有权根据法律规定要求补偿其实际合理产生且供应商有证据证明的额外费用。如果合同涉及的是应由供应商制造的不可替代品（定制品），则除非dormakaba此前已承诺提供协助，并对未能提供协助的情形负责，供应商才有权享有其他权利。

7. Passage of risk on delivery of goods

货物交付时的风险转移

7.1 The risk will pass to dormakaba upon arrival of the goods at the agreed place of delivery (DDP Incoterms 2020).

风险将在货物到达约定的交货地点后即转移给dormakaba（《国际贸易术语解释通则》2020版项下的DDP条款）。

7.2 This also applies if dormakaba has assumed the costs of shipment in an individual case based on a separate contractual agreement.

上述规定同样适用于dormakaba在具体情况下已根据另行签订的合同协议承担运输费用的情形。

8. Notification of defects

瑕疵通知

8.1 dormakaba will inspect the goods in due time upon receipt for any discrepancies in quantity, incorrect deliveries, and externally visible damage. The inspection for compliance with the quantity and identity of the delivered goods is carried out at least on the basis of the delivery documents. Defects that cannot be detected within the scope of this inspection are deemed hidden defects. The notification of obvious defects will be deemed filed in a timely manner if it is sent to the Supplier within 10 calendar days of receipt of the goods. The notification of hidden defects will be deemed filed in a timely manner if it is sent to the Supplier within 10 calendar days of their discovery, latest however within 36 months after the passage of risk in the case of purchase agreements and 36 months after acceptance in the case of contracts for work and services.

dormakaba收到货物后，将适时检查数量方面是否存在差异、交付是否有误以及是否存在外观可见的损坏。检查所交

付货物是否符合数量和品类要求时，至少应当对照交付文件进行。在此种检查范围内无法发现的瑕疵应视为隐蔽瑕疵。如dormakaba在收到货物后**10个日历日**内将关于明显瑕疵的瑕疵通知发送给供应商，即视为及时提交了通知。如发现隐蔽瑕疵，且dormakaba在此种发现后**10个日历日**内将瑕疵通知发送给供应商，即视为及时提交了通知，但不得晚于采购合同项下风险转移后的36个月内，或承揽和服务合同项下验收后的36个月内。

- 8.2 For larger quantities, the inspection of the goods by dormakaba is limited to representative random reviews. Defects which are not detected in this inspection will be deemed hidden.

对于数量较大的货物，dormakaba所进行的检验仅限于随机抽样检验。在前述抽样检验中未发现的瑕疵即视为隐蔽瑕疵。

9. Warranty claims 质保请求

- 9.1 The Supplier warrants that its deliveries and services comply with the statutory provisions, the current state of the art and the objective and subjective requirements as well as any assembly requirements. In the event of defects, dormakaba will be entitled to full statutory warranty claims subject to the following conditions. In particular, dormakaba may, at its discretion, demand remedy of the defect or delivery of a defect-free item or production of a new product. The Supplier will bear all costs of remedying defects, in particular transport, travel, labour and material costs as well as deinstallation and reinstallation costs. Further, the Supplier shall indemnify and hold harmless dormakaba from and against all direct and indirect losses incurred by dormakaba as well as from and against all claims of customers and/or other third parties against dormakaba, including claims for indirect losses, by reason of defects.

供应商保证，其交付的货物和提供的服务符合法律规定，具备当下先进的技术水平、并且符合客观和主观要求以及任何装配要求。在出现瑕疵的情况下，dormakaba将有权在符合以下条件的情况下提出全部法定质保请求。特别是，dormakaba可自行决定要求补救瑕疵或交付无瑕疵的物品或生产新产品。供应商将承担修复瑕疵的所有费用，特别是运输费、差旅费、人工费和材料费以及拆除和重新安装费用。此外，对于dormakaba因瑕疵而遭受的一切直接和间接损失以及因客户和/或其他第三方基于瑕疵而对dormakaba提出索赔，包括对间接损失的索赔，供应商应补偿dormakaba使其免受损害。

- 9.2 If dormakaba rightly asserts claims as a result of the defective delivery or service, the Supplier must pay dormakaba a lump sum compensation for expenses of RMB 400 (gross). dormakaba reserves the right to assert further claims. On the other hand, the Supplier is entitled to prove that no expenditure or less expenditure was incurred by dormakaba as a result of this.

如果dormakaba因供应商交付的货物或提供的服务有瑕疵而有正当理由提出权利主张，供应商则须向dormakaba一次性支付人民币400元（毛额）的费用补偿。dormakaba保留提出进一步权利主张的权利。另一方面，经提供证明，供应商有权主张dormakaba并未因相关瑕疵产生开支，或者所产生的开支金额较dormakaba主张的低。

- 9.3 The Supplier warrants that the goods and services which it supplies do not infringe any third-party rights within the Member States of the European Union, the PRC, the US, India, Australia and Singapore. If dormakaba informs the Supplier prior to conclusion of the contract that the delivery item is intended for another country than the countries listed, the liability for legal defects will also extend to this country. The Supplier indemnifies dormakaba from all legitimate claims which third parties assert against dormakaba based on legal defects. This indemnification duty does not apply if the Supplier is not responsible for the legal defect.

供应商保证，其提供的货物和服务不侵犯欧盟成员国、中国、美国、印度、澳大利亚和新加坡境内的任何第三方权利。如果dormakaba在签订合同前向供应商提出交付物拟用于前述列举以外的其他国家，则供应商就法律意义上瑕疵所承担的责任也将延伸至该国。对于第三方基于法律意义上的瑕疵而向dormakaba提出的所有合法索赔，供应商应向

dormakaba作出补偿。如果供应商对于法律意义上的瑕疵不负有任何责任，上述补偿义务则不适用。

- 9.4 In the event of withdrawal or termination of the contract, dormakaba is entitled to continue using the goods and services supplied by the Supplier free of charge until a suitable replacement is provided. In the event of withdrawal or termination of the contract, the Supplier bears the costs of installation and deinstallation, removal, return transport and is responsible for disposal.

在退出或解除合同的情况下，dormakaba有权继续免费使用供应商提供的货物和服务，直至可获得合适的替代品。在退出或解除合同的情况下，供应商承担安装和拆卸、拆除、返程运输的费用并负责处理。

- 9.5 Warranty claims against the Supplier shall be made within the following warranty periods: 36 months after the passage of risk in the case of purchase agreements and 36 months after acceptance in the case of contracts for work and services., unless statutory law provides for longer warranty periods or limitation period for warranty claims. In the latter case, such longer period applies.

就针对供应商的质保请求应在以下期限内做出：在签订了采购协议的情况下，其时效期限于风险转移满36个月之时结束，在签订了承揽和服务合同的情况下，其时效期限于验收满36个月之时结束，除非法律规定了更长的质保期或提出质保请求的时效期限。在后种情况下，应适用较长的期限。

- 9.6 If, with dormakaba's consent, the Supplier subjects to the examination of the existence or elimination of a defect, the warranty period or limitation period for warranty claims will be suspended until the Supplier has communicated the result of examination to dormakaba in writing or declared to dormakaba in writing that the defect has been eliminated or refuses towards dormakaba in writing to continue the attempt to remedy the defect.

如经dormakaba同意，供应商检查是否存在瑕疵或采取瑕疵消除措施，质保期或提出质保请求的时效期限则将中止，直到供应商以书面形式将检查结果告知dormakaba，或供应商向dormakaba书面声明瑕疵已被消除，或供应商以书面形式拒绝继续尝试纠正瑕疵。

10. Product liability/ (Post-)Market Monitoring 产品责任/上市后监管

- 10.1 The Supplier will ensure that it is always possible to trace its products throughout its entire supply chain and provide in the event of recalls, security incidents, or regulatory actions, all necessary information and support to dormakaba.

供应商应确保其产品在整个供应链中始终保持可追溯性，并在发生产品召回、安全事件或监管措施等情形时，及时向dormakaba提供一切必要的信息和支持。

- 10.2 If a customer or a third party asserts a claim for damages against dormakaba on the basis of a product defect, the Supplier is required to indemnify dormakaba from such claims if and to the extent that the damage was caused by a product defect of the product delivered by the Supplier. In such cases, the Supplier will assume all costs and expenses incurred by dormakaba as a result of the defective delivery and/or service, including the costs of any appropriate legal action or recall action. dormakaba will inform the Supplier in advance of the type and scope of the recall action and give the Supplier the opportunity to cooperate in mitigating the damage, unless this is not reasonable for dormakaba, in particular in case of imminent danger to life, body or health. The statutory provisions will apply in addition.

供应商将确保其始终能够追踪其产品。如果客户或第三方基于产品有瑕疵而向dormakaba提出索赔，若损害是因供应商所交付的产品有瑕疵而造成的，供应商则须就dormakaba所遭受的索赔向dormakaba作出补偿。遇此情形，供应商将承担dormakaba因交付和/或服务有瑕疵而产生的所有费用和支出，包括采取任何适当的法律行动或召回行动的费用。在计划实施召回的情况下，dormakaba将提前告知供应商召回的类型和范围，并给予供应商提供合作以减轻损失的机会，除非如此行事对dormakaba而言是不合理的，特别是在危及生命、身体或健康的紧急情况下。此外，还将适用法律规定。

- 10.3 The Supplier shall monitor the safety and performance of the Products after delivery and shall promptly inform dormakaba of any newly identified risks or defects.

供应商应在产品交付后持续监控产品的安全性和性能，并及时将任何新发现的风险或缺陷通知 dormakaba。

10.4 The statutory provisions apply with regard to the liability of the Supplier.

关于供应商的责任，适用法律规定。

10.5 From the time of the first conclusion of the contract with dormakaba, the Supplier undertakes towards dormakaba for a period of up to 36 months after the last delivery and/or provision of service to maintain an industrial third-party insurance policy with a lump sum coverage of at least RMB 36,000,000 per personal injury/damage to property and RMB 7,000,000 for pecuniary losses; if dormakaba is entitled to further compensation claims, these will remain unaffected. The Supplier must provide dormakaba with evidence of the insurance mentioned above and the payment of premiums for it on first request. If the proof of insurance and premium payment is not provided to dormakaba within seven calendar days upon dormakaba's request, dormakaba will be entitled to withdraw from and terminate contracts not yet fulfilled in whole or in part (with respect to the part not yet fulfilled).

从首次与dormakaba签订合同之时起，供应商向dormakaba承诺，针对最后一次交付和/或提供服务后的36个月内，维持一份行业第三方保险，每次人身伤害/财产损失的总保额至少为人民币36,000,000元，金钱损失的总保额至少为人民币7,000,000元；即使dormakaba有权提出进一步的索赔，上述承诺仍将不受影响。供应商必须在dormakaba第一次要求时向dormakaba提供有关上述保险及其保费支付的相关证明。如果在dormakaba提出要求后七个工作日内未向dormakaba提供有关保险和保费支付的证明，dormakaba则有权退出和解除完全或部分尚未履行的合同（就尚未履行的部分而言）。

11. Waste management/ Packaging material 废物管理/包装材料

11.1 Insofar as waste is produced during the Supplier's fulfilment of the contract, the Supplier will, unless otherwise agreed in writing, recycle, or dispose of the waste at its own expense in accordance with the provisions of applicable waste law. The title, risk and responsibility under waste law will pass to the Supplier at the time the waste is produced.

就供应商在履行合同的过程中产生的废物而言，除非另有书面约定，供应商将按照所适用的有关废物管理的法律规定回收或自费处理这些废物。有关废物管理的法律项下涉及的所有权、风险和责任将在废物产生之时转移给供应商。

11.2 At dormakaba's request, the Supplier shall take back packaging material at its own expense at the place of performance.

应dormakaba的要求，供应商应在履约地自费收回包装材料。

12. Prices/invoicing 价格/开票

12.1 The agreed prices are binding and fixed prices plus statutory VAT – including all discounts, surcharges, packaging, freight and customs costs. Should the parties agree otherwise, the following will apply: The Supplier is to ship the contractual items at the lowest possible cost in each case, unless dormakaba has specified a particular mode of transport to the Supplier. The Supplier will bear any additional costs arising from non-compliance with shipping instructions. The same applies to additional costs that arise due to express delivery to meet a delivery deadline.

双方商定的价格是具有约束力的固定价格，加上法定增值税——包括所有的折扣、附加费用、包装费、运费和海关费用。如果双方另有约定，将适用以下规定：供应商在每种情况下均应按尽可能低的成本运输合同项下的物品，除非dormakaba向供应商指定了特定的运输方式。供应商将承担因不遵守运输指示而产生的任何额外费用。这项规定同样适用于为满足交货期限而选用加急运输所产生的额外费用。

12.2 After fulfilment of the contract, the tax invoices (i.e., "fapiao") to be issued are to be sent to the invoice address stated in the order, separately for each order. A list that shows the invoice numbers of the issued tax invoices (in the following referred to as **Invoice List**) shall be sent together with the issued tax invoices. Order numbers must be indicated for each tax invoice on the Invoice List. All accounting

documents must be included.

在合同履行后，供应商应当针对每份订单单独开具税务发票，并发送至订单中注明的发票收件地址。供应商应当制备一份列明已开具税务发票发票号的清单（下称**发票清单**），连同已开具的税务发票一同发送。应在发票清单上，就各张税务发票注明相应的订单号，且须附上所有相关会计凭证。

12.3 Invoices for agreed partial services must be marked "Partial Services Invoice" in the Invoice List, final invoices must be marked "Outstanding Services Invoice" in the Invoice List. For the agreed partial services, its invoice must be marked on the invoice list as "partial service invoice", the final invoice must be marked on the invoice list as "incomplete service invoice".

12.4 Price increases can only be imposed on dormakaba by the Supplier if they are expressly agreed in writing in the contract.

经双方在合同中明确书面约定，供应商方可对dormakaba实施提价。

13. Terms of payment 支付条款

13.1 Payments will be due, unless otherwise agreed, within 14 days with a 3% discount, or within 30 days with a 2% discount or within 90 days net.

除非另有约定，dormakaba在14天内付款的，享有3%的折扣，或者30天内付款的，享有2%的折扣，或者dormakaba应当在90天内支付净额。

13.2 In the absence of any other agreement, the payment period will commence only when and insofar as the delivery or service has been provided completely and properly, the delivery date has passed, and the proper tax invoice ("fapiao") has been received. Should the Supplier be required to submit material tests, test protocols, quality control documents or other documentation to dormakaba, the full receipt of such documents in the agreed language, in the absence of such in Chinese, will also be required for the deliveries or services to be deemed complete.

如双方之间无任何其他约定，只有当供应商已完整且妥善交付货物或提供服务，交付日期已过，且dormakaba已收到正式税务发票的情况下，付款期方才起计。如果要求供应商向dormakaba提交材料测试、测试文件、质量控制文件或其他资料，dormakaba收到上述所有资料的约定语言版本后（如无中文版本），相关货物交付或服务提供方才视为完成。

13.3 Discount deduction is also permissible if dormakaba offsets or reserves a reasonable amount of payments owing to defects; the payment period will begin once all defects have been remedied.

在dormakaba由于交付或服务存在瑕疵而按合理金额抵销或保留了付款的情况下，也是允许扣除折扣的；一旦所有的瑕疵得到纠正，付款期则将开始计算。

13.4 Payments do not constitute acknowledgement that deliveries and services rendered comply with the terms of the contract and/or these Terms and Conditions of Purchase.

付款并不构成确认所提供的交付和服务符合合同条款和/或本《采购通用条款和条件》的规定。

13.5 If advance payments have been contractually agreed, these advance payments will not be due until dormakaba has received a guarantee from the Supplier issued by a major bank acceptable to dormakaba in the amount of the advance payment, which secures these advance payments, and which is directly enforceable and due on first request, waiving the defense of unexhausted remedies for the advance payment amount.

如果合同约定了预付款，在dormakaba从供应商处收到按预付款金额出具的、担保预付款支付的担保函之前，这些预付款不会到期。上述担保函应由一家dormakaba接受的主流银行签发，并表明放弃以救济措施未用尽为由而拒绝支付预付款金额的抗辩权利。一经要求，上述担保函即可直接执行。

14. Set-off / right of retention / assignment 抵销 / 保留权 / 转让

14.1 dormakaba is entitled to set off all due and enforceable claims which an enterprise of the dormakaba group has against the Supplier against claims from the individual orders. Upon request of the Supplier, dormakaba will inform the Supplier which companies belong to the dormakaba

Group.

dormakaba有权将dormakaba集团旗下企业针对供应商所享有的所有到期且可执行的债权用于抵销因单个订单而产生的债权。经供应商提出要求，dormakaba将告知供应商哪些公司属于dormakaba集团。

- 14.2 As far as dormakaba is entitled to claims against other enterprises belonging to the same group as the Supplier, dormakaba is entitled to withhold payments until the claims against this enterprise have been settled.

只要dormakaba有权向与供应商属于同一集团的其他企业提出索赔，dormakaba就有权保留对供应商的应付款，直到对该企业的索赔得到解决。

- 14.3 Assignments and other transfers of rights and duties of the Supplier are excluded.

供应商的权利和义务不得转让，也不得以其他形式进行转移。

15. Rights of use and intellectual property rights 使用权和知识产权

- 15.1 The Supplier will grant dormakaba a simple, unlimited, freely transferable, sublicensable and irrevocable right, unlimited in terms of subject matter, territory and time, to use the delivery item and/or service result contractually owed by the Supplier. The right of use will extend to all known and unknown types of use and include in particular the purpose of production (including integration into other products, quality assurance, data management etc.), use and marketing of other products (which may also include the delivery item or service result). If the delivery item or service result was developed on behalf of dormakaba, the Supplier will grant dormakaba the rights of use in an exclusive form, notwithstanding the provisions of the preceding sentence.

供应商将授予dormakaba一项简单的、无限制的、可自由转让、可转授且不可撤销的权利，允许dormakaba使用供应商按合同约定提供的交付物和/或服务成果，这项使用权在标的物、地域和时间方面不受任何限制。这项使用权将延伸至所有已知和未知的使用类型，尤其包括用于生产（包括整合到其他产品、质量保证、数据管理等）、使用和营销其他产品（也可能包括交付物或服务成果）之目的。如果交付物或服务成果是代表dormakaba开发的，尽管有前述规定，供应商将授予dormakaba独占使用权。

The rights of use specified in section 15.1, sentences 1, 2 and 3, include in particular the right to alter or process the delivery item and/or the service result or to structure/design it in any other way and to use it in the original or in the altered, processed or restructured/redesigned form, in particular to reproduce and use it for operation on or with data processing systems and data processing equipment. The delivery item and/or the service result will in particular also include illustrations, drawings, specifications, data sheets, calculations, methods of analysis, formulae, prototypes, samples, models and material embodiments of any documentation, suggestions, findings, ideas, proposals, know-how and experience of a protectable and unprotectable nature, inventions, data, software (source and object code), drafts, designs, reports on trials and developments, documents, any original mechanical and electronic (EDA) CAD files, any circuit board specifications and the pick-and-place data as well as all other tangible and intangible results produced or developed by the Supplier when concluding and executing the contract. dormakaba is entitled, but not required, to name the Supplier as originator. The remuneration for the transfer and granting of the rights of use pursuant to this section 15 and any exploitation of these as well as any naming of the Supplier as originator is already included in the contractual remuneration or price pursuant to section 12.

第15.1条第1句、第2句和第3句所规定的使用权尤其包括以下权利：改动或加工交付物和/或服务成果或以其他方式对其进行结构安排/设计的权利，以及以原始或经改动、经加工或经重组/经重新设计的形式对其进行使用，特别是对其进行复制以及将其用于数据处理系统和数据处理设备上的操作或用数据处理系统和数据处理设备进行的操作。交付物和/或服务成果将特别包括图表、图纸、规格、数据表、计算、分析方法、公式、原型、样品、模型，任何可得到保护和无法得

到保护的资料、建议、发现、构思、提议、专有技术和经验的实物呈现，发明、数据、软件（源代码和目标代码）、草案、设计、试验和开发报告、文件、任何原始机械和电子的（EDA）CAD文件、任何电路板规格和取放数据以及供应商在订立和执行合同期间产生或开发的所有其他有形和无形成果。dormakaba有权，但无义务，将供应商指定为原创者。根据本第15条转让和授予使用权的报酬和对这些使用权的任何利用以及将供应商列为原创者的任何命名，均已涵盖在按第12条确定的合同报酬或价格中。

- 15.2 If the delivery item and/or service result contains any open-source software (i.e., for example software underlying the BSD licence, the GNU General Public Licence or the GNU Lesser or Library Licence, or similar software) or shareware/freeware components (in the following "Open-Source Software"), the Supplier must inform dormakaba of this in good time – as far as possible before, but at the latest upon conclusion of the contract – and of any resulting restrictions of the delivery item and/or service result or of the intellectual property rights in emphasized form and make the following materials and information available:

如果交付物和/或服务成果包含任何开放源代码软件（例如，基于BSD许可证、GNU通用公共许可证或GNU小型或图书馆许可证的软件，或类似软件）或共享软件/免费软件组件（以下简称“开源软件”），供应商必须及时——尽可能在合同订立前，但最迟在合同订立后——告知dormakaba，且特别指出因此产生的对交付物和/或服务成果的任何限制或知识产权并提供下列材料和信息：

- Source code or Open-Source Software; insofar as the licence conditions of the originator of this software permit this; and
源代码或开源软件；只要根据该软件原创者的许可条件，允许使用该软件；以及
- List of all Open-Source Software used with a reference to the respectively applicable licence together with a copy of the text of the licence conditions (including all annexes) in Chinese or English.
所使用的所有开源软件的清单，并注明各自适用的许可证，以及一份中文或英语的许可条件文本（包括所有附件）。

- 15.3 If the Supplier does not inform dormakaba that the delivery item and/or the service result contains Open-Source Software, or does so only after conclusion of the contract, dormakaba may withdraw from and terminate the contract within 14 calendar days after having gained knowledge of this without any claims of the Supplier against dormakaba arising from this (any remuneration already paid must be reimbursed to dormakaba). If the Supplier does not provide dormakaba with the materials and information stated in section 15.2 at the latest upon conclusion of the contract, dormakaba may withdraw from and terminate the contract if the Supplier does not provide the missing materials or information immediately after a separate corresponding request by dormakaba. The statutory provisions will apply in addition.

如果供应商未告知dormakaba交付物和/或服务成果包含开源软件，或在合同订立后才告知，dormakaba可在得知此情形后14个日历日内退出和解除合同，而供应商不得因此对dormakaba提出任何索赔（已支付的任何报酬必须偿还给dormakaba）。如果供应商最迟未在合同订立时向dormakaba提供第15.2条所述材料和信息，若在dormakaba另行提出相应要求后，供应商未立即提供所缺材料或信息，dormakaba则可退出和解除合同。此外，还将适用法律规定。

- 15.4 The Supplier guarantees to dormakaba that
供应商向dormakaba保证：

- the delivery item and/or the service result as well as all other provided materials are free from any kind of third-party intellectual property rights which prevent or restrict dormakaba from using them in accordance with the contract and these Terms and Conditions of Purchase; 交付物和/或服务成果以及所提供的任何其他材料不存在任何类型的第三方知识产权，不会因此阻碍或限制dormakaba按合同及本《采购通用条款和条件》的规定进行的使用；
- all licence obligations applicable to the Open-Source

Software have been completely fulfilled by the Supplier and do not prevent dormakaba from using the delivery item and/or the service result in accordance with the contract and these Terms and Conditions of Purchase; 供应商已完全履行适用于开源软件的所有许可义务，不妨碍dormakaba按照合同及本《采购通用条款和条件》的规定使用交付物和/或服务成果；

- dormakaba is not required by the use of the Open-Source Software to publish the source code of other software solutions or other material/know-how (i.e. no copyleft effect); and dormakaba不因使用开源软件而需公布其他软件解决方案的源代码或其他材料/专有技术（即：著佐权（copyleft）效应）；以及
- the Supplier has made available to dormakaba all necessary licence conditions and source codes as well as other materials and information so that dormakaba and, if appropriate, its Affiliated Companies, distributors and their customers can produce an executable version of this Open-Source Software.

供应商已向dormakaba提供所有必要的许可条件和源代码以及其他材料和信息，以便dormakaba和（适用情况下）其关联公司、经销商及其客户能够制作本开源软件的可执行版本。

- 15.5 The Supplier assumes sole liability towards those who assert infringements of intellectual property rights and indemnifies dormakaba from any claims in full upon initial request. dormakaba is required to inform the Supplier as soon as reasonably possible if claims are asserted against dormakaba due to infringement of intellectual property rights and to act in agreement with the Supplier in the event of disputes with third parties.

如果有人指出发生了侵犯其知识产权的情形，由供应商向该人承担全部责任，并在dormakaba首次提出请求后，就dormakaba所遭受的任何索赔，对dormakaba作出全额赔偿。如果因侵犯知识产权而导致dormakaba遭受索赔，dormakaba须在合理可能的情况下尽早通知供应商，并在与第三方发生纠纷时，与供应商达成一致后采取行动。

- 15.6 If claims are asserted due to infringements of intellectual property rights and if the rights to which dormakaba is entitled are impaired or denied (in the following "Impairments"), the Supplier is required at its own discretion either

如果因侵犯知识产权而遭受索赔，且如果dormakaba享有的权利受损或被否认（下文中简称“损害”），供应商则需自行决定采取以下措施：

- to alter the delivery item and/or the service result in such a way that they are no longer covered by the scope of protection, but do correspond to the contractual provisions, or 改动交付物和/或服务成果，使其不再属于保护范围，但符合合同规定，或
- to obtain authorization that the delivery item and/or the service result can be used as contractually agreed without restrictions and without additional costs for dormakaba. 获得授权，以确保交付物和/或服务成果可按合同约定使用，不受限制，且不会导致dormakaba承担任何额外费用。If the Supplier does not manage to eliminate the abovementioned Impairments, dormakaba will be entitled to withdraw from and terminate the contract or to demand a reduction of the remuneration. This will not affect any claims of dormakaba going beyond this.

如果供应商未设法消除上述损害，dormakaba则将有权退出和解除合同或要求降低报酬。这并不影响dormakaba提出任何其他权利主张。

16. Provision of materials / tools 提供材料/工具

- 16.1 dormakaba reserves title in any parts that it provides to the Supplier. Processing or reworking by the Supplier is carried out for and on behalf of dormakaba. If in the course of processing the reserved goods are combined with other items which do not belong to dormakaba, dormakaba will acquire and the Supplier will transfer to dormakaba pro-rata co-title in the new item commensurate with the ratio of the

value of the goods (purchase price plus VAT) to that of the other processed items at the time of processing.

对于dormakaba提供给供应商的任何零件，dormakaba保留其所有权。供应商实施的加工或改造是为及代表dormakaba开展的。如果在加工过程中，所有权保留的货物与不属于dormakaba的其他物品混合，dormakaba将收购，且供应商应向其转让根据加工时货物的价值（购买价格加增值税）与其他加工物品的价值之间的比例，按比例获得新生成物品的共有所有权的供应商所有的相应份额。

- 16.2 If the goods provided by dormakaba are irreversibly mixed with other items which do not belong to dormakaba, dormakaba will acquire and the Supplier will transfer to dormakaba pro-rata co-title in the new item commensurate with the ratio of the value of the reserved goods (purchase price plus VAT) to that of the other mixed items at the time of mixing. If the mixing process takes place in such a way that the Supplier's item must be regarded as the principal item, it is deemed to have been agreed that the Supplier will transfer pro-rata co-title to dormakaba; the Supplier will hold the items in which dormakaba has sole or co-title on behalf of dormakaba.

如果dormakaba提供的货物与不属于dormakaba的其他物品相混合，且混合过程是不可逆转的，则dormakaba将收购，且供应商应向其转让根据混合时所有权保留货物的价值（购买价加增值税）与其他混合物品价值的比例，按比例获得所形成的新物品的共有所有权的供应商所有的相应份额。如果根据混合方式，供应商的物品须视为主要物品，则视为已约定供应商将按比例获得的共有所有权转让给dormakaba；供应商将代表dormakaba持有dormakaba独有的或拥有共有所有权的物品。

- 16.3 If the Supplier is contractually required to manufacture tools for dormakaba, the tools will become the property of dormakaba after completion and payment of the manufacturing costs. If the tools for the production of parts remain with the Supplier, the handing over of the tool will be replaced by the fact that the Supplier possesses and holds the tools on behalf of dormakaba and dormakaba acquires indirect possession. The tools will be handed over to the Supplier by dormakaba for production purposes only. dormakaba is entitled to demand the tools back from the Supplier at any time. In addition, the provisions stated in section 16.4 apply.

如果供应商按合同规定为dormakaba制造工具，则在制造完成且制造费用支付后，这些工具将成为dormakaba的财产。如果工具仍在供应商处用于生产零部件，工具移交则取代为由供应商代表dormakaba占有及持有工具，dormakaba获得间接占有。工具将由dormakaba移交给供应商，仅用于生产目的。dormakaba有权随时要求供应商归还工具。此外，第16.4条所述的规定也适用。

- 16.4 dormakaba reserves title in the tools provided by dormakaba to the Supplier. The Supplier is required to use the tools exclusively for the production of the goods ordered by dormakaba and must refrain from using them for third parties. The Supplier is also required to take out property insurance for the tools belonging to dormakaba at replacement value, which includes cover for all risks. At the same time, the Supplier hereby assigns to dormakaba all compensation claims under this insurance policy; dormakaba accepts the assignment. The Supplier must carry out any necessary maintenance, inspection, service and repair work on dormakaba's tools at its own cost in good time. Any incidents must be reported to dormakaba immediately; failure to do so does not affect claims of dormakaba for compensation.

对于dormakaba提供给供应商的工具，dormakaba保留所有权。供应商须将这些工具专用于生产dormakaba所订购的货物，且须避免将其用于第三方。对于属于dormakaba的工具，供应商还应按其重置价值购买财产保险，其中包括针对所有风险的保障。同时，供应商特此向dormakaba转让按该保单享有的所有索赔权；dormakaba接受该转让。供应商必须及时对dormakaba的工具进行任何必要的维护、检查、保养和修理，相关费用由供应商自行承担。如发生任何事故，供应商须立即报告dormakaba；即使供应商不报告，也不影响dormakaba的索赔权。

- 16.5 All documents handed over by dormakaba remain the sole property of dormakaba. Without prior written consent, the documents handed over by dormakaba may not be copied or used commercially. They may not be made accessible to third parties and must be returned to dormakaba completely without special request and immediately after execution of the contract. Special experts and sub-contractors engaged by the Supplier are not deemed to be third parties if they have sworn secrecy to the Supplier for the benefit of dormakaba as a genuine contract for the benefit of third parties in the same way. The Supplier is liable for all damages incurred by dormakaba from the breach of this obligation.

所有由dormakaba移交的文件仍为dormakaba的专属财产。未经dormakaba事先书面同意，不得复制dormakaba所移交的文件或将该等文件用于商业用途。这些文件不得提供给第三方，且在合同签订后须立即将这些文件全部交还给dormakaba，届时无需特别要求。供应商聘请的特别专家和分包商如果向供应商承诺保密而受益方为dormakaba，如同存在一份以第三方为受益方的真实合同，则这些特别专家和分包商不视为第三方。如果供应商违反上述义务，则对于dormakaba因此遭受的所有损害，供应商应承担赔偿责任。

- 16.6 If the information provided to the Supplier is embodied in data, it must be completely deleted by overwriting at any time upon first request by dormakaba and the deletion must be confirmed in writing to dormakaba immediately.

如果提供给供应商的信息包含在数据中，供应商则须于dormakaba在任何时候首次要求后及时以覆盖的方式完全删除该等信息，并必须立即以书面形式向dormakaba确认已实施上述删除。

- 16.7 In the case of data transmitted by dormakaba to the Supplier, dormakaba is also entitled to receive a cease-and-desist commitment with a penalty clause from the Supplier towards dormakaba, which contains a contractual penalty for each case of violation of the cease-and-desist obligation for further use of data transmitted by dormakaba or on behalf of dormakaba or copies of these. The amount of the contractual penalty can be determined by dormakaba at its reasonable discretion. The Supplier will not be required to cease and desist if it is subject to an official or legal obligation to disclose or use data.

在dormakaba向供应商传输数据的情况下，dormakaba也有权获得供应商对dormakaba作出的停用承诺。该停用承诺附有相应的违约金条款，即：如果供应商违反停用义务，进一步使用dormakaba传输的或代表dormakaba传输的数据或这些数据的副本，则对于每次违反停用义务，供应商应支付合同约定的违约金。合同规定的违约金金额可由dormakaba经合理判断后作出决定。如果供应商因官方要求或法律规定而须披露或使用相关数据，供应商则无需停用该等数据。

17. Export control provisions

出口管制规定

- 17.1 Upon request, the Supplier will provide dormakaba free of charge with a Supplier's declaration, a certificate of origin or all other documents required by customs authorities or any other authority with regard to the agreed delivery/service of the Supplier.

经要求，供应商将免费向dormakaba提供供应商声明、原产地证明或海关或任何其他权力机关要求的与供应商的约定的交付/服务有关的所有其他文件。

- 17.2 The Supplier will comply with all requirements of applicable national and international foreign trade law. The Supplier undertakes to inform dormakaba in good time in writing, stating the respective export list number, if the contractual items are included in the annexes of the EC Dual-Use Regulation (EC Regulation No. 428/2009), the German export list or the US export list or are subject to US re-export regulations. In addition, the Supplier will fully comply with any and all PRC export control laws and regulations.

供应商将遵守所适用的国家和国际外贸法律的所有要求。供应商承诺，如果合同项下的物品属于《欧盟两用物项条例》（欧盟2009年第428号条例）的附件、德国出口清单或美国出口清单所列物项，或受美国再出口条例的约束，供应商则应及时以书面形式通知dormakaba，该通知中将注明相关出口清单编号。此外，供应商还将完全遵守中国有关出口管制的

任何及所有法律和法规。

- 17.3 Upon dormakaba's request, the Supplier will provide dormakaba, free of charge, with the technical parameters, functionality and material compositions necessary for checking the entry in the export lists.

经dormakaba要求，供应商将免费向dormakaba提供检查出口清单条目所需的技术参数、功能和材料构成信息。

- 17.4 If the Supplier breaches any of the above provisions of this section 17, it will compensate dormakaba for all damages, expenses and costs arising from this.

如果供应商违反本第17条的上述任何规定，其则将赔偿dormakaba因此遭受的所有损失、费用和成本。

18. Confidentiality

保密

- 18.1 The parties are required to treat confidentially all confidential information of the other respective party and its Affiliated Companies that is made known to it in connection with or while executing the contract and use it only for the contractually agreed purposes. The duty of confidentiality does not apply to those employees, staff and external advisors who are directly involved in the execution of the contract ("need to know" principle) and who are legally or contractually required – to the extent permitted by law, also for the time after they leave the company – to maintain confidentiality or if the other party has agreed to disclosure. Confidential information within the meaning of this provision include any trade secret (i.e. any technical and management information which is unknown to the public and can produce economic benefits and which are of practical value to other proprietors and have therefore been kept secret), business or technical information, in the form of technical data, formulae, processes, techniques, methods, concepts, discoveries, ideas, patent applications, inventions, license arrangements, schematics, drawings, software, know-how, business and financial information, such as, customer lists, sales data, financial information, business strategies, plans, and third-party information, as well as other confidential information of an economic, legal, financial, technical or fiscal nature which relates to the business activities, customers or employees of the parties and which is designated as such or is by its nature to be regarded as confidential, irrespective of whether and how it is documented or embodied.

对于一方因合同获悉或在执行合同时获悉的另一方及其关联公司（的所有保密信息，该方应予保密，且仅将该等信息用于合同约定之目的。上述保密义务不适用于那些直接参与合同执行（基于“需了解”原则）且根据法律规定或合同规定有保密义务——在法律允许的范围内，离职后也有保密义务——的员工、人员和外部顾问，也不适用于另一方已同意披露的情形。本条款项下保密信息包括任何商业秘密（即：任何不为公众所知、可产生经济效益、对其他所有人具有实用价值因而予以保密的技术和管理信息）、商业或技术信息（其形式包括技术数据、公式、工艺、技术、方法、概念、发现、构思、专利申请、发明、许可安排、图表、图纸、软件、专有技术）、商业和财务信息（例如：客户名单、销售数据、财务信息、商业战略、计划和第三方信息），以及其他经济、法律、金融、技术或财务性质的保密信息，这些信息与双方的商业活动、客户或员工有关，并被指定为保密信息或因其性质而视为保密信息，无论其如何记录或呈现。

- 18.2 The term "confidential information" does not include information which (i) is in the public domain or is or becomes generally accessible (unless this is as a result of an infringement of contract by the informed party or one of its representatives); (ii) was already lawfully at the disposal of the informed party without a confidentiality duty before it received the information from the informing party; or (iii) was received by a third party who is entitled to disclose this information without restriction. The existence of one of the above exceptions must be proven by the party seeking to rely on it.

“保密信息”不包括以下信息：(i) 属于公共领域或者已是或已成为可普遍获取的信息（除非是由于获悉方或其代表违反合同而造成的）；(ii) 在获悉方从披露方处收到该信息之前，已为获悉方合法支配的信息，且获悉方对该信息无保密义务；或

the obligations set out in these terms, either directly or through an independent third party. dormakaba is also entitled to request a self-assessment of Supplier. 在提前发出合理通知的情况下, dormakaba 有权自行或委托独立第三方对供应商履行本条款项下义务的合规情况进行审计。dormakaba 亦有权要求供应商开展自我评估。

- 22.2 The Supplier shall promptly provide necessary cooperation and all information reasonably required to demonstrate compliance.

供应商应及时提供必要的配合, 并根据合理要求提供证明其合规情况所需的全部信息。

23. Breach of Contract 违约

- 23.1 Any party failing to fulfill any or part of its obligations under the contract and these Terms and Conditions of Purchase shall bear the losses caused by such failure. The defaulting party's liability for damages shall equal the actual loss suffered by the other party resulting from the breach, but such liability shall not exceed the losses which were foreseeable by the party in breach at the time of conclusion of the contract. Should such failure be attributable to the fault of both parties, both parties shall be liable according to their respective degree of fault.

如果任何一方未能履行其在合同和本《采购通用条款和条件》项下的任何义务或部分义务, 该方则应承担由此造成的损失。违约方的损害赔偿赔偿责任应等于另一方因违约而遭受的实际损失额, 但该责任额不应超过违约方在订立合同时可预见的损失。如果该违约是因双方的过错造成的, 双方则应根据各自的过错程度承担责任。

- 23.2 Notwithstanding section 21.1 above, dormakaba shall, in any event, only be liable for damages and losses arising out of or in connection with the contract and these Terms and Conditions of Purchase to the extent as they have been caused by dormakaba's gross negligence or intention.

尽管有上述第21.1条的规定, 如因合同和本《采购通用条款和条件》而产生任何损害和损失或与之相关的损害和损失, 在任何情况下, dormakaba 仅在该等损害和损失是因 dormakaba 的重大过失或故意造成的情况下和范围内承担责任。

The above limitation shall not apply in case of personal injuries caused by dormakaba.

上述限制不适用于由 dormakaba 造成的人身伤害。

24. Termination 解约

- 24.1 The contracts concluded by the parties in relation to these Terms and Conditions of Purchase can be terminated at any time by mutual written agreement of the Parties.

双方缔结的与本《采购通用条款和条件》有关的合同可随时通过双方的书面协议予以解除。

- 24.2 dormakaba shall be entitled to terminate the contract by notice in writing without prior notice period if:

如发生以下任何情形, dormakaba 有权以书面通知的方式解除合同, 而无需提前通知期:

- (1) the Supplier ceases or announces its intention to cease to carry on its business; or
供应商停止或宣布打算停止其业务经营; 或
- (2) the Supplier enters into liquidation or is declared insolvent or bankrupt or is deemed to be insolvent or unable to pay its debts.
供应商进入清算程序或被宣告为无偿付能力或破产, 或被视为无偿付能力或无法偿还其债务。
- (3) the Supplier engages in any illegal or criminal conduct as defined under applicable law.
供应商从事所适用法律项下任何违法或犯罪行为。

- 24.3 Except as otherwise provided herein, where a Party has committed a material breach of the contract and/or these Terms and Conditions of Purchase, and the breach has not been remedied within 1 (one) month after having been given notice thereof by the non-breaching Party, the non-breaching Party is entitled to terminate the contract by giving written notice to the breaching Party with a prior notice period of 1

(one) month.

除非本《采购通用条款和条件》中另有规定, 如果一方严重违反了合同和/或本《采购通用条款和条件》, 且该违约情形在非违约方就此发出通知后1 (一) 个月内未得到纠正, 非违约方则有权向违约方发出书面通知以解除合同, 事先通知期为1 (一) 个月

- 24.4 Upon termination of the contract, the parties shall continue to perform all orders for the goods or services which have already been accepted prior to and at the time of termination unless the terminating party, at its option, notifies the other party in writing that it cancels any or all orders which provide for delivery after the effective date of termination.

合同解除后, 双方应继续履行在解约前和解约时已接受的有关货物或服务的所有订单, 除非解约方选择以书面形式通知另一方, 取消规定在解约生效后交付的任何或所有订单。

- 24.5 The termination of the Agreement by either Party shall be without prejudice to the accrued rights and obligations of the parties, including, but not limited to (i) the obligation to make payment of all amounts then or thereafter due and payable and (ii) claims of damages directly caused by the failure of a party to fulfill its obligations under the Agreement.

任何一方解除合同均不影响双方已产生的权利和义务, 包括但不限于: (i) 支付当时或随后到期且应付的所有款项的义务; 以及(ii)因一方未能履行合同义务而直接导致的损害赔偿要求。

25. Publication / advertising 刊物/广告

An evaluation or announcement of existing business relations with dormakaba in publications or for advertising purposes is permissible only with the express prior written consent of dormakaba.

仅在事先征得 dormakaba 明确书面同意的情况下, 才允许在刊物中或出于广告目的而评价或公布与 dormakaba 的现有业务关系。

26. Place of performance, choice of law, dispute resolution 履约地点、法律选择、争议解决

- 26.1 The place of performance for the respective service or delivery is the agreed place of delivery for deliveries and the agreed place of performance for services. For payments, the registered office of dormakaba is agreed as the place of performance.

相关服务或交付的履行地点, 对于交付物而言是约定的交付地点, 对于服务而言是约定的履行地点。对于付款而言, dormakaba 的注册办公地为所约定的履行地点。

- 26.2 These Terms and Conditions of Purchase and the contractual relationship between dormakaba and the Supplier are governed exclusively by the laws of the PRC. The UN Convention on the International Sale of Goods (CISG) and other international uniform laws are expressly excluded. Any claims of a non-contractual nature in connection with these Terms and Conditions of Purchase or the contractual relationship are governed exclusively by the laws of the PRC.

本《采购通用条款和条件》以及 dormakaba 和供应商之间的合同关系完全受中国法律的管辖。明确排除《联合国国际货物销售公约》(CISG) 和其他国际统一法律的适用。任何与本《采购通用条款和条件》或合同关系有关的非合同性质的权利主张均受中国法律排他管辖。

- 26.3 Any amendment of or addition to the Terms and Conditions of Purchase, including any amendment to the written form requirement, must be made in writing.

对《采购通用条款和条件》的任何修改或补充, 包括对书面形式要求的任何修改, 必须采用书面形式。

- 26.4 All notices (such as setting of a deadline, reminder, declaration of withdrawal) and other communications must be in writing to be valid and will be transmitted in person, by registered mail, by courier, by fax or by means of electronic communication to the respective recipient.

所有的通知(如: 设定最后期限、提醒、解约声明)和其他通信均须采用书面形式才有效, 并将通过亲自递送、挂号信、快递、传真或电子通信的方式传送给相关收件人。

- 26.5 Any dispute arising out of or in connection with the contract

and these Terms and Conditions of Purchase or over their validity shall be resolved through friendly consultation. If no agreement can be reached within 30 days after the dispute has arisen, the dispute can only be submitted for arbitration to the China International Economic and Trade Arbitration Commission ("CIETAC"), Shanghai Sub-Commission, and shall be decided according to Arbitration Rules of the said arbitration commission effective on the date of request for arbitration. The place of arbitration shall be Shanghai, PRC. All arbitration proceedings shall be held in the Chinese language. The arbitration tribunal shall consist of 3 (three) arbitrators. Each party shall appoint 1 (one) arbitrator. The third arbitrator shall act as chairman, shall be jointly appointed by the above-mentioned arbitrators. If one party fails to appoint its arbitrator within 1 (one) month after receipt of the notice of arbitration by the arbitration commission or in case the arbitrators fail to reach an agreement on the chairman within 1 (one) month after they have been appointed, the respective arbitrator or the chairman shall be appointed by the Chairman of the CIETAC, Shanghai Sub-Commission. The arbitration award shall be final and binding on the parties. The arbitration fee and the reasonable expenses of the winning party, including lawyer's fees, shall be borne by the losing party except awarded otherwise by the arbitration tribunal. During the arbitration proceedings, the parties shall continue to perform with the contract and these Terms and Conditions of Purchase, except for the provisions which are under dispute. The parties agree that the contract and the obligations and relationships resulting therefrom, and the agreements related thereto are commercial and this arbitration clause is an explicit waiver of any sovereign immunity that may apply against the enforcement and execution of any arbitral award or any judgment thereon.

对于因本《采购通用条款和条件》产生的或与之有关或有关其有效性的任何争议，应当首先通过友好协商予以解决。如果在产生争议后三十（30）日内未达成一致意见，则该争议只可提交由中国国际经济贸易仲裁委员会（“贸仲委”）上海分会予以仲裁，根据提交仲裁申请之日贸仲委有效的仲裁规则作出裁决。仲裁地为中国上海。所进行的所有仲裁程序应使用中文。仲裁庭应由3（三）名仲裁员组成。每一方应指定1（一）名仲裁员。作为首席仲裁员的第三名仲裁员应由上述仲裁员共同指定。若一方在收到贸仲委的仲裁通知后1（一）个月内未指定其仲裁员，或上述仲裁员在其被指定后1（一）个月内未就第三名仲裁员的人选达成一致意见，相关仲裁员或首席仲裁员则应由贸仲委上海分会的主任指定。仲裁裁决为终局裁决，对双方均有约束力。仲裁费用和胜方的合理费用（包括律师费）应由败方承担，除非仲裁庭另有裁决。仲裁程序进行期间，双方应继续履行合同以及本《采购通用条款和条件》，争议所涉条款除外。双方同意，合同及因其产生的义务和关系以及与其相关的约定均属商业性质，且如果对于有关前述各项的任何仲裁裁决或判决的强制执行和执行，可适用任何主权豁免抗辩，本仲裁条款构成对该主权豁免的明确放弃。

B. Special conditions for contracts for work and services, contracts for work and materials 承揽和服务合同、承揽和材料合同的专用条件

1. Scope of application / deviations 适用范围/调整

1.1 These special conditions will apply in addition to the General Terms and Conditions of Purchase of the companies of the dormakaba Group with their registered offices in the PRC in the event that a contract for work and services, contract for work and materials or service contract exists.

如有承揽和服务合同、承揽和材料合同或服务合同，则除了适用dormakaba集团内注册办公地位于中国之公司的《采购通用条款和条件》，还将适用本专用条件。

1.2 The receipt of the goods described in the General Terms and Conditions will be replaced by the acceptance of the goods in the case of a contract for work and services or a contract for work and materials and by the provision of services in the case of a service agreement.

对于《采购通用条款和条件》所描述的收货，如有工程和服务合同或工程和材料合同，则将取代为验收货物，如有服务协议，则将取代为提供服务。

2. Services 服务

2.1 In execution of and on the basis of these special terms and conditions, the parties will conclude individual contracts for the performance of the services (in the following referred to as "Individual Contracts").

在执行本专用条款和条件期间，以本专用条款和条件为基础，双方将就履行服务签订单独合同（在下文中称为“单独合同”）。

2.2 For the provision of the contractual services, dormakaba will pay the Supplier the remuneration agreed in the respective Individual Contract.

对于合同服务的提供，dormakaba将向供应商支付相关单独合同中约定的报酬。

2.3 If the Individual Contract provides for an effort-based remuneration, the following applies:

如果单独合同规定按所付出的努力支付报酬，则适用以下规定：

- dormakaba will pay the Supplier the agreed remuneration for each actual working day worked (net working time of at least eight hours; travel time, breaks, etc. are not considered to be working hours). The smallest chargeable unit is agreed to be one hour (= 1/8 person day). The payment obligation exists only against corresponding proof of performance, stating the activities carried out, which must be approved by the responsible contact person at dormakaba.

dormakaba将按实际花费的每个工作日（净工作时间至少为8小时；差旅时间、休息时间等不视为工作时间），向供应商支付约定的报酬。最小的收费单位约定为一小时（=1/8人日）。仅在供应商提供相应履行证明，说明所开展活动的情况下，dormakaba才有付款义务。上述证明须经dormakaba的负责联络人认可。

- Irrespective of the Supplier's actual effort, dormakaba will be required at most to pay the maximum price stipulated in the Individual Contract. If such a maximum amount is not expressly stipulated, the amount stated in the expenditure and cost estimate of the respective Individual Contract may be exceeded by no more than 10%. Expenditure incurred in excess of this will not be subject to remuneration.

无论供应商实际付出的努力是多少，dormakaba应支付的金额最多为单独合同中规定的最高价格。如果未就该最高金额作出明确规定，则以各单独合同项下的支出和成本估算金额为基准，dormakaba应支付的金额以该估算金额的110%为上限。超出部分概不付报酬。

2.4 In addition to the remuneration, no costs, expenses or travel expenses will be reimbursed to the Supplier, unless otherwise expressly agreed in writing. Furthermore, in the absence of any express written agreement to the contrary, the Supplier will not be entitled to any additional remuneration for any work performed in the evening or at

night or on Saturdays, Sundays or public holidays, unless dormakaba expressly wishes the work to be performed in the evening or at night or on Saturdays, Sundays or public holidays.

除支付报酬外，dormakaba将不会就任何成本、支出或差旅费而向供应商作出任何偿付，除非以书面形式另行明确约定。此外，在无任何明确相反的书面约定的情况下，除非dormakaba明确希望供应商在晚间或夜间或在周六、周日或公共假期开展作业，供应商将无权就其在该等时间段实施的作业而获得任何额外报酬

3. Changes to services 服务变更

3.1 The Supplier will notify dormakaba immediately in writing of any change or extension of the scope of the contract. The changes or extensions become legally effective only with the express written consent of dormakaba. If the Supplier changes or extends its service or delivery without prior express written consent, the Supplier will compensate dormakaba for all damages or expenses arising from this. The statutory provisions will apply in addition.

供应商如欲变更或扩大合同范围，则将立即以书面形式通知dormakaba。该等变更或扩大仅在获得dormakaba明确书面同意后，才具有法律效力。如果供应商在未经事先明确书面同意的情况下变更或扩大其服务或交付范围，供应商则应向dormakaba赔偿因此产生的所有损失或费用。此外，对此还将适用法律规定。

3.2 Change requests from dormakaba must be checked by the Supplier within ten working days for possible consequences and the result of this check must be communicated to dormakaba in writing. Effects on costs as well as on the time and date schedule are to be indicated here in particular. If dormakaba decides to implement the changes, the contracting parties will adjust the Individual Contract accordingly in writing.

如果dormakaba提出变更请求，供应商则须在十个工作日内进行审核，以确定可能产生的后果，并将审核结果以书面形式通知dormakaba。审核结果中应特别说明所提议变更对成本以及时间和日期安排所造成的影响。如果dormakaba决定实施这些变更，合同双方将以书面形式对相关的单独合同进行相应调整。

4. Salary Payment Obligations 工资支付义务

4.1 The Supplier assures that it and/or its subcontractors will comply with all obligations regarding salary payments from the PRC labor laws. In particular, the Supplier assures that the employees employed by it and/or by its subcontractors and used within the scope of the services to be provided for dormakaba will receive at least the statutory minimum wage or the wage from the respectively binding regulation on the due date and that no further deductions apart from the statutory deductions will be made. At the request of dormakaba, the Supplier is required to provide evidence of payment of the minimum wage by the Supplier and/or its subcontractors.

供应商保证其和/或其分包商将遵守中国劳动法律规定的有关工资支付的所有义务。特别是，供应商保证，供应商和/或其分包商在为dormakaba提供服务时所雇用和采用的员工，他们在应当领取工资之日至少领取到法定最低工资，或相关具有约束力的法规所规定金额的工资，且除法定扣款外，他们的工资不会有其他扣款。经dormakaba提出要求，供应商应提供证明供应商和/或其分包商已支付最低工资的证据。

4.2 The Supplier is required to indemnify dormakaba from any and all claims (including fines) which a third party asserts against dormakaba as a result of actions or omissions on the part of the Supplier due to a violation of the PRC labor laws, in particular due to falling short of the statutory and/or collectively agreed minimum wage.

如果供应商违反中国劳动法律，特别是供应商支付的工资未达到法定和/或集体约定的最低工资标准，则对于因其作为或不作为构成违法而导致第三方对dormakaba提出的任何及所有索赔（包括罚款），供应商必须对dormakaba作出补偿。

4.3 In the event of claims against dormakaba by third parties, dormakaba may make appropriate deductions from the

contractually agreed remuneration up to the amount of the client's claims for securing the costs associated with the claims.

在第三方对dormakaba提出索赔的情况下，dormakaba可从合同约定的报酬中扣除适当金额，以确保能够支付该等主张所涉费用，但所扣金额以第三方的索赔金额为限。

(最近修订：2023年4月13日)

5. Objection notification

异议通知

The Supplier is required to notify dormakaba without delay in writing of any objections against the intended type of execution or against the service of other entrepreneurs.

如果对于既定的执行类型或为其他企业提供的服务，供应商有任何异议，则须及时以书面形式通知dormakaba。

6. Exchange of personnel

人员撤换

- 6.1 dormakaba is entitled to demand the exchange of deployed personnel for good cause (e.g. professional unsuitability to perform the service owed, violation of safety regulations, violation of environmental protection regulations, etc.). In this case, the Supplier undertakes to provide qualified replacement without delay. This does not affect the agreed deadlines.

dormakaba有权基于正当理由（例如：就履行所需提供的服务而言未达到专业胜任程度、违反安全规定、违反环境保护规定等）要求撤换所安排的人员。遇此情形，供应商承诺及时提供合格的替代人员。这并不影响约定的最后期限。

- 6.2 The exchange of personnel by the Supplier requires the prior written consent of dormakaba.

供应商如欲撤换人员，须获得dormakaba事先书面同意。

- 6.3 All costs associated with an exchange of personnel as mentioned in section 6.1 are to be borne by the Supplier.

与第6.1条所述的人员撤换有关的所有费用应由供应商承担。

- 6.4 For an appropriate training period, the Supplier will not charge any costs for the new employee in the event of an exchange of personnel according to section 6.1.

在根据第6.1条进行人员撤换的情况下，对于适当的培训期，供应商不会收取新员工的任何费用。

7. Entering the works premises

进入作业场所

- 7.1 Entry to the dormakaba works premises must be reported to the doorman in good time.

进入dormakaba作业场所须及时向门卫报告。

- 7.2 The technical instructions of the dormakaba staff must be followed.

必须遵守dormakaba工作人员的技术指令。

8. Acceptance

验收

- 8.1 In the case of a contract for work and services or a contract for work and materials, dormakaba will accept the goods within the agreed period (in the sense of a contract for work and services); if no period of acceptance has been agreed, dormakaba will accept the work within a reasonable period of time, but at the latest within 30 working days after the full completion of the contractually owed service.

在有工程和服务合同或工程和材料合同的情况下，dormakaba将在（工程和服务合同所涉）约定的期限内验收货物；如果未约定验收期限，dormakaba将在合理的时间内验收作业情况，但最迟在合同规定的服务全部完成后30个工作日内进行验收。

- 8.2 A fictitious acceptance, for example through the putting into use of the contractual items (including their intended use) by dormakaba, is excluded. Partial acceptances are also not permissible.

排除适用视同验收（例如：因dormakaba投入使用合同项下物品（包括按照其预期用途加以使用）），也不允许分批验收。

- 8.3 In all other respects, the provisions of statutory law apply.

在所有其他方面，适用法律规定。

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