

订单基本条款

1. 本订单基本条款系奥的斯采购订单不可分割的组成部分，且仅能由双方以书面形式进行修改。供应商（下称“卖方”）接受奥的斯（下称“买方”）的采购订单，即视为接受本订单基本条款。
2. 如买卖双方已签署长期采购协议，则优先适用长期采购协议（含所有附件、附录等）的约定。
3. 除本订单中约定的内容外，买方无义务向卖方购买任何具体数量的货物。
4. 卖方必须按本订单记载内容的规定准时交付合格货物。除非得到买方事先书面批准，否则逾期 1 天以上交货也构成不按时交货。**当不按时交付发生时，卖方每天应支付买方未准时交付之货物对应金额千分之五（5%）的违约金，超过 1 个月的，买方有权取消本订单。除此之外，卖方还应赔偿该等不按时交付给买方造成的所有直接和间接损失，包括买方向买方客户支付的所有赔偿和违约金。**
5. 如卖方交付的任何货物不符合本订单或奥的斯《供应商质量手册》（该手册内容详见：SUPPLIER QUALITY MANUALS）所载的任何标准或要求（“不合格品”），买方有权选择：i) 以现状使用不合格品，但应降低价格；或 ii) 要求卖方对不合格品进行维修或返工；或 iii) 维修或更换不合格品，所有相关费用由卖方承担；或 iv) 要求卖方自行承担费用，加急运送符合要求的替换货物。
6. 卖方保证，本订单项下交付的所有货物均是全新和未使用过的，符合买方的使用或应用目的，其上未设置留置权、抵押权或任何其他第三方权利，也不在任何方面侵犯任何第三方的知识产权（包括但不限于专利、商标及商业秘密）。**卖方给予买方的质量保证期是自货物交付买方并经买方确认收货后五年，在质量保证期内，卖方应免费及时提供买方所需的一切维修服务，并就本订单货物的质量问题给买方造成的全部损失承担赔偿责任。**如果法律法规要求的货物质保期长于前述约定的质保期，则质保期自动适用法律法规的规定。卖方应在所有产品的外包装上标注交付年份和月份。
7. 因本订单项下的卖方货物质量问题，导致买方产品发生大规模或批量性的质量问题时，卖方应自费尽一切努力参与市场调查和市场拯救，降低并赔偿买方所有直接和间接损失。如果本订单项下卖方货物有关的质量问题导致政府机关（或其授权机构）命令（或者买方自行决定）对买方产品进行检验和/或改进，卖方应接受检验和/或改进的决定，并承担该等检验和/或改进的一切成本和费用，包括赔偿买方为降低损失而已经垫付的所有费用。
8. 如果本订单项下的卖方货物质量问题导致买方产品发生导致人身伤亡和/或造成重大财产损失的事件，卖方应和买方一起积极应诉或积极配合买方应诉，不得在没有取得买方事先书面同意的情况下单独和受害方达成协议。如果买方在事件中败诉或者和受害方达成和解，**则卖方应赔偿买方因诉讼判决、仲裁裁决、和解协议或其他结果所遭受的所有直接和间接损失。**
9. 卖方承诺其合法拥有本订单项下交付的所有货物的知识产权，无任何第三方知识产权纠纷风险。如因卖方和任何第三方的货物产权纠纷导致使用卖方货物的买方产品遭到封存、禁止销售、召回或索赔，卖方应自费尽一切努力降低并赔偿买方损失。
10. **卖方同意保护买方免受第三针对买方提起的与卖方对本订单的作为、不作为或违反相关的索赔、诉讼、仲裁、调查、处罚或其他任何形式的法律或行政程序（包括有关知识产权的前述程序）而产生的任何及全部责任、损失、损害、处罚、成本和花费（包括律师费），并对买方就上述责任、损失、损害、处罚、成本和花费进行赔偿。**

General Terms and Conditions of the Order

1. These General Terms and Conditions of Order are an integral part of this Order and may only be amended in writing by the parties. Acceptance by Supplier (hereinafter "Seller") of Otis (hereinafter "Buyer") Purchase Order shall be deemed acceptance of these General Terms and Conditions of Order.
2. If the Buyer and the Seller have signed a long-term supply agreement, then provisions of the long-term supply agreement (including all its annexes, addendums, appendices, etc.) shall prevail.
3. Other than what is agreed under this Order, the Buyer shall not be obligated to purchase any specific volume of goods from the Seller.
4. The Seller must deliver qualified goods on time in accordance with the contents set forth in this Order. Unless the prior written approval is obtained from the Buyer, any delivery made more than 1 day behind the schedule shall also constitute an untimely delivery. **In the event of any untimely delivery, the Seller shall pay to the Buyer liquidated damages equal to 5% of the value of the undelivered goods on a daily basis, and the Buyer shall be entitled to cancel this Order if the delay exceeds 1 month. In addition, the Seller shall also compensate the Buyer for all direct and indirect losses caused by such untimely delivery, including all the compensation and liquidated damages paid by the Buyer to the Buyer's customers.**
5. Whenever the Seller delivers any goods that do not conform to any criteria or requirements specified in this Order or **the Supplier Quality Manual (full text: SUPPLIER QUALITY MANUALS)** (the "Non-conforming Goods"), the Buyer may elect to: i) use the Non-conforming Goods as-is subject to a reduction in the price; or ii) require the Seller to repair or re-work the Non-conforming Goods; or iii) repair or replace the Non-conforming Goods at the Seller's cost; or iv) require the Seller, at its sole cost, to ship conforming replacement goods on an expedited basis.
6. The Seller warrants that all the goods delivered under this Order are brand new and unused, fit for use or application by the Buyer, free and clear of any lien, mortgage or any other third-party rights, and do not infringe on any third party's intellectual property rights (including without limitation patents, trademarks, and trade secrets) in any respect. **The warranty period granted by the Seller to the Buyer is 5 years from delivery of the goods to the Buyer as well as confirmed by the Buyer of such delivery. During such warranty period, the Seller shall provide all maintenance and repair services as needed by the Buyer free of charge in a timely manner and shall be liable for all the losses caused to the Buyer due to the quality problems of the goods delivered under this Order.** Where the warranty period prescribed by laws and regulations exceeds the aforesaid period, such warranty period shall automatically be extended to accommodate the legal requirements. The Seller shall label all the packages with the month and year of the delivery.
7. Where the quality problems of the Seller's goods delivered under this Order result in large-scale or batch-wide quality problems of the Buyer's products, the Seller shall (at its own expense) make every endeavor to participate in the market investigation and market rescue to minimize the Buyer's losses and compensate the Buyer for all direct and indirect losses. If as a result of quality problems related to the Seller's goods delivered under this Order any government authority (or its authorized agency) orders inspection and/or retrofit of the Buyer's products or the Buyer determines at its own discretion to inspect and/or retrofit the products, the Seller shall accept the decision of inspection and/or retrofit and be liable for all costs and expenses arising from such inspection and/or retrofit, including reimbursing the Buyer for all expenses paid by the Buyer to minimize the losses.
8. Where the quality problems of the Seller's goods delivered under this Order result in any incidents such as personal injuries or deaths and/or material property losses caused by the Buyer's products, the Seller shall join or actively cooperate with the Buyer to defend against any claims, and shall not reach any agreement with the injured party on its own without obtaining the Buyer's prior written consent. If the Buyer loses a lawsuit or reaches a settlement with the injured party in respect of any incident, **the Seller shall compensate the Buyer for all direct and indirect losses suffered by the Buyer due to the judgment, arbitral award, settlement agreement or otherwise.**
9. The Seller undertakes that it is the lawful owner of the intellectual property rights in and to all the goods delivered under this Order, which are free and clear of any risks of disputes involving third-party intellectual property rights. If any of the Buyer's products that are manufactured using the Seller's goods are seized, forbidden to be sold, recalled or claimed against due to disputes between the Seller and any third party over the goods, the Seller shall (at its own expense) make every endeavor to minimize the Buyer's losses and compensate the Buyer for all such losses.
10. **The Seller agrees to protect, hold harmless, defend and indemnify the Buyer from and against any and all liabilities, losses, damages, penalties, costs, and expenses (including attorneys' fees) arising from third party claims, lawsuits, arbitrations, investigations, penalties, or other legal or administrative proceedings of any kind (including those related to any**

11. 卖方确认，其已获悉且充分理解奥的斯供应商行为守则的全部内容（该等行为守则详见 [Supplier Code of Conduct | Otis](#)），并保证将严格遵循该等行为守则行事。卖方同意承担因其任何违反上述保证的行为而给买方造成的全部损失。
 12. 卖方同意，卖方（或者在履行本订单过程中卖方所用的任何其他人员）不会直接或间接向任何买方员工或第三方支付、提供、给予、收取、请求或承诺任何招待、礼物、小费、钱财或其他有价值物品，以不当影响本订单的授予或履行，或造成实际或潜在利益冲突。卖方进一步同意，向买方或其正式授权代表开放其账簿、文件及记录，以供核查卖方对前述规定的遵守情况。
 13. 卖方保证，本订单项下交付的所有卖方货物的生产和供应将依照并遵守《[供应商质量手册](#)》及所有适用法律的要求。**卖方同意承担因其任何违反上述保证的行为而给买方造成的全部直接和间接损失。**
 14. 由买方交付给卖方的所有规格、图纸、设计、生产数据和其他信息（包括使用前述信息构思、创造、获取或首先实施的所有知识产权，以及买方提供部分或全部资金的知识产权）均属于买方的财产。此类信息的交付仅为卖方履行本订单之目的。非经买方事先书面同意，卖方均不得将此类信息披露于他人或用于其他非与本订单相关之目的（包括向任何第三方销售使用了前述信息生产的任何货物）。
 15. 未经买方事先书面同意，卖方不得转让或分包其在本订单项下的任何权利或义务，亦不得在任何广告、促销、新闻发布或其他公共宣传事项中使用买方或其关联公司所有的任何知识产权（包括买方的名称或商标）。
 16. **如果卖方(a)实质性违反本订单（包括违反奥的斯供应商行为守则），或者(b)资不抵债、破产或进入破产管理程序，则买方有权立刻终止本订单。在此情形下，买方无义务向卖方进一步支付任何款项，且有权主张该等违约造成的损害赔偿。买方有权从应付给卖方的任何款项（包括但不限于货款）中直接扣除卖方应向买方支付的违约金、损失赔偿或其它任何费用，不足部分应由卖方及时补足。**
 17. 如拟对本订单和/或关联订单中所载工作范围进行变更，应在任何变更相关工作开始之前获得买方的明确书面批准。
 18. 本订单适用中华人民共和国的相关法律。与本订单有关的争议若无法通过双方友好协商得到解决，则应提交买方所在地有管辖权的人民法院审理。
11. **intellectual property rights) brought against the Buyer that are related to any action, inaction or breach of this Order by the Seller.**
The Seller acknowledges that it has been aware of and fully understood all the contents of the Supplier Code of Conduct of Otis (full text: [Supplier Code of Conduct | Otis](#)), and warrants that it will act in strict compliance with such Code of Conduct. The Seller agrees to be liable for all losses caused to the Buyer due to any breach of the aforesaid warranty.
 12. The Seller agrees that no entertainment, gift, gratuity, money, or other thing of value will be paid, offered, given, received, solicited, or promised by the Seller (or by any others used by the Seller in the performance of this Order) to any employee of the Buyer or third party, either directly or indirectly, to influence improperly the award or performance of this Order, or to create an actual or potential conflict of interest. The Seller further agrees to make its books, documents and records available to the Buyer or its duly authorized representatives for the purpose of verifying the Seller's compliance with the foregoing.
 13. The Seller warrants that all the Seller's goods delivered under this Order will be manufactured and supplied in compliance with the requirements in the [Supplier Quality Manual](#) and under all applicable laws. **The Seller agrees to be liable for all direct and indirect losses caused to the Buyer due to any breach of the aforesaid warranty.**
 14. All specifications, drawings, designs, production data and other information delivered to the Seller by the Buyer (as well as all intellectual property rights conceived, created, acquired, or first reduced to practice with the use of such information or which are partially or fully funded by the Buyer) are the Buyer's property. Such information is delivered solely for the purpose of the Seller's performance of this Order. Without the Buyer's prior written consent, the Seller shall not disclose such information to any other person or use such information for any purpose other than those related to this Order, including selling to any third party any goods produced using such information.
 15. Without the Buyer's prior written consent, the Seller shall not assign or subcontract any of its rights or obligations under this Order or use any intellectual property rights owned by the Buyer or its affiliates, including the Buyer's name or trademarks in any advertising, sales promotion, press releases, or other publicity matters.
 16. **The Buyer may terminate this Agreement immediately if: (a) the Seller breaches a material obligation under this Order, including a breach of ethics/compliance covenants found in the Otis Supplier Code of Conduct; or (b) the Seller becomes insolvent, bankrupt, or enters receivership. Under such circumstances, the Buyer shall be relieved of its obligation to make further payments to the Seller and entitled to recover damages arising from such breach. The Buyer has the right to offset any liquidated damages, compensation for losses or any other expenses that the Seller is liable for against any payment (including but not limited to purchase prices of Products) payable to the Seller. In case the payable amount to the Seller is not sufficient for offsetting the total damages, the Seller shall pay the difference to the Buyer in a timely manner.**
 17. Any proposed changes to the scope of work set forth in this Order and/or associated Order(s) must be expressly approved by the Buyer in writing prior to the commencement of any change-related work.
 18. This Order shall be governed by the laws of the People's Republic of China. Any dispute in connection with this Order that fails to be resolved through friendly negotiation between the parties shall be submitted to the competent people's court at the place where the Buyer is located for litigation.