

宜世摩（上海）机电科技有限公司采购通用条款和条件

esmo Asia North Co., Ltd. General Terms and conditions of Purchase

一、适用范围

Scope of Application

1. 下列《通用采购条款与条件》仅适用于与宜世摩（上海）机电科技有限公司（以下简称“宜世摩”）进行的所有采购/订单。

The following General Terms and Conditions of Procurement apply only to all purchases/orders made with esmo Asia North Co., Ltd. (hereinafter referred to as "Esmo").

2. 本通用条款与条件具有排他性效力。供应商的通用商业条款/销售条款中若存在偏离、冲突或补充内容，仅在宜世摩以书面形式明确同意其有效性并特别提及该条款时，方可成为合同组成部分。此同意要求适用于所有情形，例如即便供应商在订单确认书或其他文件中援引其通用贸易条款，只要宜世摩未明确反对或无保留地接受供应商履约，亦适用本条款。

These General Terms and Conditions have an exclusive effect. In the event of any deviation, conflict or addition to the Supplier's General commercial Terms/Sales Terms, it may only become part of the contract if Esmo expressly agrees in writing to its validity and specifically mentions such terms. This consent requirement applies to all cases, for example, even if the Supplier cites its general trade terms in the order confirmation or other document, as long as Esmo does not explicitly object to or unreservedly accept the Supplier's performance.

3. 本通用条款与条件特别适用于销售和/或交付动产（“货物”）的合同，无论供应商是自行生产货物还是从其他供应商处采购。除非另有约定，以宜世摩下单时有效的版本为准，本通用条款与条件将作为类似未来合同的框架协议或补充条款，宜世摩无需在每个具体案例中再次援引。宜世摩保留随时修订本通用条款与条件的权利。本通用条款与条件的任何变更需提前合理通知供应商方可生效，并适用于宜世摩与供应商之间所有未来的合同。

These General Terms and Conditions apply particularly to contracts for the sale and/or delivery of movable property ("goods"), whether the supplier produces the goods itself or purchases them from other suppliers. Unless otherwise agreed, these General Terms and Conditions shall be in effect at the time of placing the order by ESMO and shall serve as a framework agreement or supplementary clause similar to a future contract, which Esmo does not need to refer to again in each specific case. Esmo reserves the right to revise these General Terms and Conditions at any time. Any changes to these General Terms and Conditions shall take effect only upon reasonable prior notice to the supplier and shall apply to all future contracts between Esmo and the Supplier.

4. 法律相关的声明与通知须依照中国法律规定及双方约定的形式提交。

Statements and notices related to law shall be submitted in accordance with the laws of China and in the form agreed upon by both parties.

5. 供应商通过履行订单或合同，接受这些采购条款和条件。

The supplier accepts these terms and conditions of purchase by fulfilling the order or contract.

二、下达订单

Place the order

1. 若报价单未载明具体约束期限，宜世摩承诺以三个工作日（周一至周五，公共假期除外，均在宜世摩注册办公地点）为有效期限。以报价单注明日期或收到宜世摩接受声明之日为准。宜世摩的订单最早自书面提交或确认之日起生效。若订单文件中已明确标注此条款，则无需手写签名即可生效。供应商须将明显错误（如打字错误、计算错误）及订单不完整情况（包括订单文件）告知宜世摩以便更正或补充，否则视为合同未成立。与订单/委托相关的口头补充协议应以书面形式记录。

If the quotation does not specify a time limit, Esmo undertakes a validity period of three working days (Monday to Friday, excluding public holidays, all at Esmo's registered office). The validity period shall be based on the date indicated in the quotation or on the date of receipt of the acceptance notice from Esmo. Orders from Esmo take effect as early as the date of written submission or confirmation. If this clause is clearly marked in the order document, it will take effect without a handwritten signature. Suppliers must inform Esmo of obvious errors (such as typing errors, calculation errors) and incomplete orders (including order documents) for correction or

supplementation, otherwise it shall be deemed that the contract has not been formed. Oral supplementary agreements related to the order/commission shall be recorded in writing.

2. 供应商有义务在7个自然日内或订单要求的期限向宜世摩确认订单，且不得有任何变更，特别是不得通过默示或发货的方式无保留地执行订单（“接受”），否则宜世摩不受该订单约束。

The supplier is obligated to confirm the order to Esmo within 7 calendar days or within the period required by the order without any alteration, particularly without the unreserved execution of the order by implied or shipping ("acceptance"), otherwise Esmo shall not be bound by the order.

3. 延迟或修改后的接受应视为新要约，需由宜世摩接受。

A delayed or modified acceptance shall be regarded as a new offer and shall be accepted by Esmo.

4. 宜世摩有权随时书面声明退出合同，理由包括但不限于：(a) 由于供应商应负责的合同签订后发生的事件（例如未能遵守法律要求或合同约定），导致订购货物无法在宜世摩的业务中使用或只能花费相当大的费用使用；或(b) 供应商的财务状况在合同签订后恶化到无法预期按合同交付的程度等。

Esmo has the right to withdraw from the contract at any time by written notice on grounds including but not limited to: (a) the goods ordered cannot be used in Esmo's business or can only be used at a considerable cost due to events occurring after the contract is concluded for which the supplier is responsible (such as failure to comply with legal requirements or contractual provisions); Or (b) the supplier's financial situation deteriorated to the extent that it could not be expected to deliver the goods as stipulated in the contract, etc.

5. 供应商提交的报价应免费且具有约束力；成本估算仅在书面协议后由宜世摩支付报酬。就供应商编制报价或项目文件、宣传手册、演示文稿或类似材料，或参加现场考察而言，在合同签订前与宜世摩举行会议或进行其他约定，宜世摩不为该等服务提供报酬。

Quotations submitted by suppliers shall be free of charge and binding; Cost estimates shall be paid by Esmo only after a written agreement. In respect of the supplier's preparation of quotations or project documents, brochures, presentations or similar materials, or participation in site inspections, the supplier shall not be remunerative for services such as meetings or other agreements held with the supplier before the contract is signed.

6. 供应商应及时、主动和免费地向宜世摩提供所有信息，包括宜世摩为货物的安装、操作、维护或维修所需的图纸和其他文件。

The Supplier shall provide Esmo with all information in a timely, proactive and free manner, including the drawings and other documents required by Esmo for the installation, operation, maintenance or repair of the goods.

7. 供应商按照特殊要求为宜世摩制作的图纸、草稿等资料，无论是否由供应商保管，均成为宜世摩的无限制财产，且无需额外报酬。供应商提供的与本协议相矛盾的声明（例如提供给宜世摩的文件），不具有约束力。

Drawings, drafts and other materials made by the supplier for Esmo in accordance with special requirements, whether or not kept by the supplier, shall become Esmo's unrestricted property without additional compensation. Statements provided by the supplier that are inconsistent with this agreement (such as documents provided to Esmo) shall not be binding.

8. 单独协议及其修正和补充只有在得到宜世摩书面发布或确认后才具有约束力。

The separate agreement and its amendments and supplements shall be binding only upon written publication or confirmation by Esmo.

9. 与订单处理相关的所有文件中应注明宜世摩指定的所有订单数据。特别注明宜世摩订单参考（订单/委托日期和编号）以及宜世摩指定或传达的材料名称和编号。

All documents related to order processing should indicate all order data specified by Esmo. Specify in particular the Esmo order reference (order/commission date and number) and the names and numbers of the materials designated or communicated by Esmo.

三、变更申请、服务变更

Request for Change, Service Change

1. 宜世摩有权随时要求变更、增加和扩展合同服务（变更请求）。如果供应商认为变更请求的实施不合理，供应商有权在收到变更请求后三日内提出异议。

Esmo reserves the right to request changes, additions, and extensions of contract services (change requests) at any time. If the supplier considers the implementation of the request for change unreasonable, the Supplier has the right to raise an objection within three days of receipt of the request for change.

2. 供应商有义务向宜世摩提供实施变更请求所需成本的计算，其中应考虑变更对履约期限、报酬和所用资源的影响。如果供应商因变更而产生额外费用，则供应商有权要求适当调整履约日期和报酬。

The supplier is obligated to provide Esmo with a calculation of the costs required to implement the change request, which should take into account the impact of the change on the performance period, remuneration and resources used. If the supplier incurs additional costs as a result of the change, the supplier shall have the right to request an appropriate adjustment of the performance date and remuneration.

3. 关于变更请求的实施协议（包括对履约期限和供应商报酬产生的影响，即“服务变更”），需由宜世摩与供应商以书面形式明确约定。相关履约变更仅在获得书面确认后生效。但供应商有义务在其合理运营能力和人员配置范围内，在履约变更发生前立即着手实施该变更请求。

The implementation agreement regarding the request for change (including the impact on the performance period and the supplier's remuneration, namely the "service change") shall be clearly agreed upon in writing by Esmo and the supplier. The relevant performance changes shall take effect only upon written confirmation. However, the supplier is obligated to proceed with the change request immediately before the change occurs, within its reasonable operational capacity and staffing.

4. 如果双方未就变更请求达成一致，宜世摩有权立即终止相关服务合同。

If the parties fail to agree on the change request, Esmo shall have the right to terminate the relevant service contract immediately.

四、合作基础

Basis of Cooperation

1. 供应商有义务以专业、准时的方式，按照法定条款和合同协议的规定提供所有约定的交付和服务。供应商始终应采用对专业人员所期望的标准，并在每种情况下都采取客观上必要的谨慎。

Suppliers are obligated to provide all agreed deliveries and services in a professional and punctual manner in accordance with legal terms and contractual agreements. Suppliers should always adopt the standards expected of professionals and, in every case, the caution that is objectively necessary.

2. 宜世摩无义务向供应商提供材料、样品、工具或其他物品，亦无需移交技术规范、图纸等文件。若宜世摩向供应商提供上述资料，其保留所有所有权及工业产权。供应商仅可在供应关系存续期间按指定用途使用相关资料，且在合作终止时必须完整归还所有资料（无论存储介质类型），不得留存副本。

Esmo has no obligation to provide the supplier with materials, samples, tools or other items, nor is it required to hand over documents such as technical specifications and drawings. If Esmo provides such information to the supplier, Esmo retains all ownership and industrial property rights. The supplier may only use the relevant materials for the designated purposes during the existence of the supply relationship and shall return all materials (regardless of the type of storage medium) in full upon termination of the cooperation and shall not retain copies.

3. 为确保生产需要，供应商应对移交的物品及文件进行核查，确保其无错误且完整，并立即向宜世摩报告任何可识别的错误。若宜世摩已告知供应商产品预期用途，供应商在发现所供物品不符合预期用途时，亦须立即通知宜世摩。供应商必须及时向宜世摩通报加工材料成分、成品或设计与先前产品相比的任何变更。

To ensure production needs, the supplier shall verify the items and documents handed over to ensure they are error-free and complete and report any identifiable errors to Esmo immediately. If Esmo has informed the supplier of the intended use of the products, the supplier must also immediately notify Esmo when it discovers that the supplied items do not conform to the intended use. Suppliers

must promptly inform Esmo of any changes in the composition of processed materials, the finished product, or the design compared to previous products.

4. 供应商无权代表宜世摩处理法律事务。宜世摩与供应商之间不存在公司法或劳动法规定的关系。

The supplier is not authorized to handle legal matters on behalf of Esmo. There is no Company law or labor law relationship between Esimo and the supplier.

五、价格和付款条件

Price and Terms of payment

1. 订单中所列的价格适用于整个订单期间，即使交货日期被推迟。所有价格包括法定销售税，如果未另行规定。此外，价格、报酬和其他货币金额以人民币表示，除非另有商定。

The prices listed in the order apply throughout the order period, even if the delivery date is postponed. All prices include statutory sales tax, unless otherwise specified. In addition, prices, remuneration and other monetary amounts are expressed in RMB, unless otherwise agreed

2. 提价必须达成协议才能生效。

A price increase must be agreed upon to take effect.

3. 除非另有约定，本价格包含供应商提供的所有服务及辅助服务（如组装、安装）以及所有辅助费用（如专业包装、运输成本（含运输及责任险）、关税等）。若协议价格未包含包装服务，且未明确约定非租赁提供的包装服务报酬，则应按可核实的成本价计费。

Unless otherwise agreed, this price includes all services and ancillary services provided by the supplier (such as assembly, installation) and all ancillary costs (such as professional packaging, transportation costs (including transportation and liability insurance), customs duties, etc.). If the agreed price does not include packaging services and does not specify the remuneration for packaging services not provided under lease, it shall be charged at verifiable cost.

4. 供应商的任何服务、支出或费用（例如，旅行时间、差旅费、食宿）未在合同中明确约定的，宜世摩不另行支付报酬或报销。

For any services, expenses or costs (e.g., travel time, travel expenses, accommodation and meals) provided by the supplier that are not explicitly stipulated in the contract, Esmo shall not pay additional remuneration or reimburse.

5. 供应商的所有费用确认单及发票必须至少包含以下详细信息：(i) 供应商的名称/公司名称、完整地址及账户信息；(ii) 宜世摩的名称/公司名称及完整地址；(iii) 宜世摩指定联系人姓名（需在订单中注明）；(iv) 订单日期和编号；(v) 净额；(vi) 法定增值税（如适用）及适用税率；(vii) 发票总金额；(viii) 法律规定要求的其他增值税相关信息（发票要求），特别是供应商和宜世摩的增值税注册号、发票编号、发票日期以及履行日期或履行期限。

All cost confirmation forms and invoices of the supplier must at least contain the following detailed information: (i) The name/company name, complete address and account information of the supplier; (ii) The name/company name and full address of Esmo; (iii) Name of the designated contact person of Esmo (to be indicated in the order); (iv) Order date and number; (v) net amount; (vi) Statutory value-added tax (if applicable) and applicable rates; (vii) Total invoice amount; (viii) Other VAT relevant information required by law (invoice requirements), particularly the VAT registration number, invoice number, invoice date and performance date or performance period of the supplier and Esmo

6. 供应商为交付商业货物开具的费用确认单及发票，必须至少包含以下详细信息：(i) 货物描述、商品编号（SKU）及每项单独交付的数量，(ii) 交货地址和交货日期，以及 (iii) 海关关税编码（如适用）。即使供应商除了交付货物外还提供其他辅助服务，此规定仍然适用。

The cost confirmation form and invoice issued by the supplier for the delivery of commercial goods, must also contain at least the following details: (i) description of the goods, commodity number (SKU) and the quantity of each item delivered separately, (ii) delivery address and delivery date, and (iii) customs tariff code (if applicable). This provision shall still apply even if the supplier provides additional ancillary services in addition to the delivery of the goods

7. 供应商为提供与货物交付无关的服务而开具的费用确认单及发票，应包括以下详细信息：(i) 所收费用服务的性质和内容；(ii) 提供服务的日期和/或期限；(iii) 服务报酬或其他对价；(iv) 供应商的支出和费用，包括附上相应的收据和凭证，如已商定。

The cost confirmation forms and invoices issued by the supplier for services not related to the delivery of goods, shall also include the following details: (i) the nature and content of the services charged; (ii) The date and/or period for which the service is provided; (iii) Remuneration for services or other consideration; (iv) Supplier expenditures and expenses, including accompanied by corresponding receipts and vouchers, if agreed upon.

8. 费用确认单及发票中若未包含第五章第5至7节规定的最低信息，宜世摩有权拒收并退回供应商。宜世摩保留扣留款项直至收到正确开具的发票的权利。

If the cost confirmation form and invoice do not contain the minimum information, Esmo reserves the right to reject and return them to the supplier. Esmo reserves the right to withhold the payment until a properly issued invoice is received.

9. 所有付款均以供应商与宜世摩约定的方式支付，除非另有商定，否则应采用非现金方式。

All payments shall be made in the manner agreed upon by the supplier and Esmo, and shall be made in non-cash, unless otherwise agreed.

10. 付款并不意味着承认交付和服务的完整性和无缺陷，也不影响对投诉和担保索赔的提出。

Payment does not imply recognition of the integrity and defect of delivery and service, nor does it affect the filing of complaints and warranty claims.

11. 除另有约定外，协议价款应在货物全部交付、服务完成（含验收）并收到正式开具的发票后90个自然日内支付。银行转账支付时，若款项在付款期限届满前被宜世摩银行接收，则视为按时到账；相关银行在支付流程中造成的延误，宜世摩概不负责。

Unless otherwise agreed, the price of the agreement shall be paid within 90 calendar days after full delivery of the goods, completion of the service (including acceptance) and receipt of a formally issued invoice. Bank transfer payment is considered to be on time if the payment is received by Esmo Bank before the due date; Esmo shall not be liable for any delay caused by the relevant bank in the payment process.

12. 若供应商发生非合同原因（特别是存在缺陷、延迟或未完成交付或服务）的情况，宜世摩有权暂停付款，直至供应商按合同要求完成交付或提供服务。宜世摩对供应商索赔的扣留或抵销行为，不得影响供应商已授予的任何返利、折扣及类似支付优惠。宜世摩享有的其他法定及合同权利不受影响。

If the supplier is in a situation not due to contract (particularly defects, delays or failure to complete delivery or service), Esmo reserves the right to suspend payment until the supplier completes delivery or service as required by contract. The withholding or offsetting of the supplier's claim by Esmo shall not affect any rebates, discounts or similar payment preferences granted by the supplier. Other statutory and contractual rights held by Esmo shall not be affected.

13. 宜世摩不承担违约利息。

Esmo shall not bear interest on breach of contract.

六、交付时间

Time of Delivery

1. 本协议约定的交付日期/完工日期应严格遵守。未经宜世摩书面同意，不得提前交付。若订单中未明确交货时间且双方未另行约定，则默认为自合同的签订。如果供应商由于任何原因不能在约定的时间内交货，供应商有义务立即以书面形式通知宜世摩。宜世摩根据第六条第3和第4款及双方之间合同约定提出的索赔不受影响。

The delivery date/completion date stipulated in this agreement shall be strictly adhered to. No early delivery shall be made without the written consent of Esmo. If the delivery time is not specified in the order and is not otherwise agreed by both parties, it is deemed to be from the signing of the contract. If the supplier is unable to deliver within the agreed time for any reason, the supplier is obligated to give immediate written notice Esmo. Claims made by Esmo under Article 6 (3) and (4) and the terms of the contract between the parties shall not be affected.

2. 延期需要合同双方订立新的具有约束力的书面任用协议。

The extension requires the contracting parties to enter into a new and binding written appointment agreement.

3.若供应商未履行服务义务，宜世摩有权行使法定权利，包括但不限于解除合同及索赔。即使供应商存在过错，宜世摩仍可单方面解除合同。第六条第4款之规定不受影响。

If the supplier fails to perform its service obligations, Esmo shall have the right to exercise its statutory rights, including but not limited to termination of the contract and claims. Even if the supplier is at fault, Esmo may unilaterally terminate the contract. Article 6, Paragraph 4 shall not be affected.

4.若供应商违约，宜世摩有权在任何法定索赔之外追加要求违约赔偿金，按每工作日净价的0.5%计算，但最高不超过延迟交付货物净价的5%。宜世摩保留核实实际损失金额超过该标准的权利。

In the event of a breach by the supplier, Esmo shall be entitled to claim additional damages for breach of contract in addition to any statutory claim, calculated at 0.5% of the net price per working day but not exceeding 5% of the net price of the delayed delivery of goods. Esmo reserves the right to verify that the actual amount of loss exceeds that standard.

5.供应商只有在符合合同约定及时通知宜世摩的情况下，才有权要求不可抗力。

The supplier shall have the right to claim force majeure only if it notifies Esmo in a timely manner as stipulated in the contract.

七、交付和维修

Delivery and Maintenance

1.供应商未经宜世摩事先书面同意，无权进行部分交货。

The supplier shall not make partial delivery without the prior written consent of Esmo.

2.供应商有义务在发货前至少三个工作日内，通过一份详细列明货物类型、数量及适用情况下净重的（发货）单据，及时向宜世摩通报所有交付事项和服务。供应商须在所有运输单据、订单文件及相关往来函件（特别是发货单、货运单和发票）中，按照第七章要求载明相关订单信息。

The supplier is obligated to inform Esmo of all delivery matters and services in a timely manner within at least three working days prior to shipment by a (shipping) document detailing the type, quantity and net weight applicable to the goods. The supplier shall include the relevant order information as required by Chapter VII in all transport documents, order documents and related correspondence (particularly the delivery note, air waybill and invoice).

3.无条件接受宜世摩延迟交货或服务并不构成宜世摩放弃因延迟交货或服务而产生的法定或合同索赔。

Unconditional acceptance of delay in delivery or service by Esmo does not constitute Esmo waiving any statutory or contractual claims arising from such delay.

4.具体送达地址以订单指定为准。若未明确指定收货地址且双方未另行约定，则货物应送达宜世摩指定的营业场所。该地址同时作为货物交付及后续履行行为的履行地（即债务应在债权人住所地清偿）。

The specific delivery address shall be as specified in the order. If no specific delivery address is specified and no separate agreement is made between the two parties, the goods shall be delivered to the business premises designated by Esmo. That address also serves as the place of performance for the delivery of the goods and subsequent performance (i.e. the debt shall be settled at the creditor's place of residence).

5.货物在按约完成交付后，其意外丢失或意外损坏的风险即转移至宜世摩。若双方已约定验收程序，则该程序对风险转移具有决定性作用。除此之外，工作与服务合同法的相关法律规定同样适用于验收流程。所有合同约定的履约记录及验收程序，均应由宜世摩免费履行，并由双方以书面形式确认。

The risk of accidental loss or accidental damage of the goods is transferred to Esmo after the delivery is completed as agreed. If an acceptance procedure has been agreed upon by both parties, that procedure is decisive for the transfer of risk. In addition, the relevant provisions of the Work and Services Contract Law also apply to the acceptance process. All performance records and acceptance procedures stipulated in the contract shall be performed free of charge by Esmo and confirmed in writing by both parties.

6.所有货物应包装以便运输和交付，如果其性质要求运输包装。包装应符合所有法定和合同约定的产品、包装和运输规定；特别是，它必须是安全的，并且适合于相应的运输方式。

All goods shall be packed for transport and delivery, if their nature requires transport packaging. The packaging shall comply with all legal and contractual stipulations regarding the product, packaging and transport; In particular, it must be safe and suitable for the appropriate mode of transport.

7.除运输地址外，所有货运单据必须包含订单详情（采购订单编号、采购日期、收货点、收件人姓名（如适用）以及宜世摩指定的物料名称和编号等所有信息）。若采用分包商服务，其在往来函件及货运单据中需将供应商列为客户，并注明订单数据。1吨及以上载重的运输工具须永久清晰标注单位重量。随货附带的送货单需注明签发日期、发货日期、货物清单（品号与数量）及宜世摩订单参考号（日期与编号）。若送货单缺失或不完整，宜世摩对此导致的处理延误和付款延迟概不负责。同时需单独向宜世摩发送内容相同的发货通知单。

All shipping documents, in addition to the shipping address, must contain order details (purchase order number, purchase date, place of delivery, recipient's name (if applicable), and the name and number of materials specified by Esmo, etc.). If subcontractor service is used, the supplier must be listed as a customer in correspondence and shipping documents, and order data must be indicated. For transport vehicles with a capacity of 1 ton or more, the unit weight must be permanently and clearly marked. The delivery note attached to the goods should indicate the date of issue, the date of dispatch, the goods list (item number and quantity), and the Esmo order reference number (date and number). If the delivery note is missing or incomplete, Esmo shall not be responsible for any processing delay or payment delay resulting therefrom. At the same time, a separate shipping notice with the same content should be sent to Esmo.

8. 若货物在运输过程中或交付前包装破损到达目的地，宜世摩有权在不检查内容物的情况下拒收全部货物。退货产生的运费应由供应商承担。若货物在运输过程中破损被交付给宜世摩或宜世摩指定的承运人时，同样适用此条款，前提是该运输方式已通过合同约定。

If the goods arrive at the destination with damaged packaging during transportation or before delivery, Esmo reserves the right to reject all the goods without inspecting the contents. The shipping cost of the return shall be borne by the supplier. This clause also applies if the goods are delivered to Esmo or Esmo designated carrier in damage during transportation, provided that the mode of transport has been agreed upon by contract.

9.供应商应负责按照现行有效的国家相关法律法规处置所有包装材料和/或废弃物。供应商/承包商需确保建立适当的处理系统。供应商须在接到要求后，及时向宜世摩提供参与适当处理系统的最新证明文件，不得拖延。

The supplier shall be responsible for disposing of all packaging materials and/or waste in accordance with the relevant national laws and regulations in force at present. The supplier/Contractor shall ensure the establishment of an appropriate disposal system. The supplier shall, upon receipt of the request, provide Esmo with up-to-date proof of participation in the appropriate handling system without delay.

10.若供应商未参与正常运作的处置系统或未能提供相关证明，宜世摩有权自行决定：根据第十章第十三节主张权利，或按比例分摊运输包装物收集、分类、储存、处置及回收产生的全部费用，直至签订相应合同或完成相关验证。若供应商停止参与处置系统，亦适用此条款，此时该供应商须立即以书面形式通知宜世摩。

If the supplier does not participate in the normal operation of the disposal system or fails to provide relevant proof, Esmo reserves the right to decide at its own discretion: to assert rights in accordance with Section 13 of Chapter 10, or to share all the costs arising from the collection, classification, storage, disposal and recycling of the transport packaging materials proportionally, until the corresponding contract is signed or the relevant verification is completed. This provision shall also apply if the supplier ceases to participate in the disposal system, in which case the supplier shall immediately notify Esmo in writing.

11.供应商应根据宜世摩的要求及自行决定，自行承担费用回收包装物，或在提供证据并支付合理金额后由宜世摩承担包装材料的处置费用。若供应商在交付服务过程中产生符合废弃物法规定义的废弃物，则须自行承担费用进行回收或处置（但需遵守废弃物法规中书面约定的相反条款）。根据废弃物处置法规，所有权、风险及责任自废弃物产生时即转移至供应商。

The supplier shall recover the packaging materials at its own expense, at the request of Esmo and at its own discretion, or Esmo shall bear the cost of the disposal of the packaging materials upon the provision of evidence and payment of a reasonable amount. If the supplier generates waste that meets the definition of the Waste regulations during the delivery of the service, it shall be responsible for its own cost of recycling or disposing of it (subject to the contrary provisions of the waste regulations in writing). Under the waste disposal regulations, ownership, risk and liability are transferred to the supplier from the time the waste is generated.

12.下列情况适用于工作服务：供应商须在计划验收前至少10个工作日通知宜世摩其已准备好接受工作成果，除非工作成果的类型、范围或复杂程度需要更长的通知期。宜世摩有权在收到供应商相关声明后20个工作日内免费检查供应商已交付服务的功能性，除非工作成果的类型、范围或复杂程度需要更长的检查期。工作成果的验收必须以书面形式进行，不接受部分验收和名义验收。即使宜世摩未提前申报验收而直接使用工作成果，本条款同样适用。所有验收费用均由供应商承担。

The following applies to work services: The supplier must notify Esmo at least 10 business days before the acceptance of the plan that it is ready to accept the work results, unless the type, scope or complexity of the work results requires a longer notice period. Esmo has the right to inspect the functionality of the services delivered by the supplier free of charge within 20 business days after receiving the relevant statement from the supplier, unless the type, scope or complexity of the work results requires a longer inspection period. The acceptance of the work results must be in writing and partial acceptance and nominal acceptance will not be accepted. This provision applies even if Esmo uses the work results directly without prior application for acceptance. All acceptance costs shall be borne by the supplier.

八、数据和产品信息

Data and Product Information

1. 供应商同意在交付前及时向宜世摩提供所有必要产品的最新版本信息，例如安全数据表、操作说明、标签规范、环境兼容性文件、组装指南、使用说明、职业安全措施、批准文件及CE符合性声明。

The supplier agrees to provide Esmo with up-to-date version information of all necessary products in a timely manner prior to delivery, such as safety data sheets, operating instructions, label specifications, environmental compatibility documents, assembly guidelines, instructions for use, occupational safety measures, approval documents and CE declaration of conformity.

2. 如有必要，宜世摩有权将必要的产品信息翻译成特定国家语言。

If necessary, Esmo reserves the right to translate the necessary product information into the specific language of the country.

3. 供应商保证，所交付物品不含来自刚果民主共和国或刚果民主共和国邻国的黄金、锡、钽、钨或这些材料的化合物。供应商同意向宜世摩提供有关上述物质和/或化合物来源的信息。

The supplier guarantees that the items delivered do not contain gold, tin, tantalum, tungsten or compounds of these materials from the Democratic Republic of the Congo or its neighboring countries. The supplier agrees to provide Esmo with information regarding the source of the substances and/or compounds mentioned above.

九、保留所有权

Reservation of ownership

1. 交付物品/服务交付时，所有权和处置权转移给宜世摩，即使交付是直接交给宜世摩的客户。

Delivery of Goods/Services upon delivery, ownership and disposal rights are transferred to Esmo, even if the delivery is made directly to Esmo's customer.

2. 任何简单、扩展、扩大或其他形式的保留所有权以有利于供应商的保留均被排除。宜世摩有权在未经供应商同意的情况下处理、整合到其他产品中、出售或以其他方式处置所交付的货物。

Any simple, extended, enlarged or other form of retention of ownership in favor of the supplier is excluded. Esmo has the right to handle, integrate into other products, sell or otherwise dispose of the delivered goods without the consent of the supplier.

十、质保

Warranties

1. 若货物存在重大缺陷和所有权缺陷（包括错误交付、短交货以及组装/安装不当或产品信息有误等），且供应商存在其他违约行为，则适用相关法律规定及第十至第十三节中规定的条款。

In the event that the goods have material defects and title defects (including misdelivery, short delivery, improper assembly/installation or incorrect product information, etc.) and the supplier has other breaches of contract, the relevant legal provisions and the terms set out in Sections 10 to 13 shall apply.

2. 作为合同标的的产品描述或以与这些通用采购条款和条件相同的方式纳入合同的产品描述，应视为对质量的约定，特别是通过订单中的指定或引用。无论产品描述来源于宜世摩、供应商还是制造商，均不适用任何差异。

Product descriptions that are subject to the contract or incorporated into the contract in the same manner as those General procurement terms and conditions shall be regarded as an agreement on quality, particularly by designation or reference in the order. No differences shall apply whether the product description is derived from Esmo, the supplier or the manufacturer.

3. 供应商保证，所交付的物品/服务完全符合最新技术水平和法定要求。这尤其包括：各自有效的公认科学技术规则、适用的技术法规和标准（例如GB, GB-T、DIN、EN、ISO、VDE）以及适用的职业安全和事故预防和排放保护法规。

The supplier warrants that the items/services delivered are in full compliance with the latest level of technology and statutory requirements. This particularly includes: their respective effective recognized scientific and technological rules, applicable technical regulations and standards (e.g. GB, GB-T, DIN, EN, ISO, VDE), as well as applicable occupational safety and accident prevention and emission protection regulations.

4. 如果在保修期内出现明显缺陷，则应认定为风险转移时缺陷已经存在。

If obvious defects occur during the warranty period, they should be deemed to have existed at the time of risk transfer.

5. 尽管宜世摩提出任何进一步索赔，但宜世摩在收到货物时确定的重量适用于重量偏差的情况，除非供应商证明供应商根据风险转移时公认的方法正确计算出的重量。本条款同样适用于数量。

Notwithstanding any further claims made by Esmo, the weight determined by Esmo at the time of receipt of the goods shall apply to the case of weight deviation, unless the supplier demonstrates that the supplier has correctly calculated the weight in accordance with the methods recognized at the time of risk transfer. This clause also applies to quantity.

6. 法律条款适用于检查并通知缺陷的商业义务，但有以下例外规定：除非合同另有规定，宜世摩的检查义务仅限于在货物入库检验中明显可见的外观缺陷，包括对外运单据的检查（如运输损坏、错发或短少）或通过抽样检测在质量控制过程中可识别的缺陷。若已达成验收协议，则无需履行检查义务。此外，该义务的适用范围取决于日常业务中实际可行的检查程度，并需结合具体个案情况综合考量。宜世摩对后续发现的隐蔽缺陷进行通知的要求仍不受影响。尽管宜世摩负有检查货物的义务，但若其在发现隐蔽缺陷之日起两(2)周内发出通知，则视为及时且有效的通知。

The legal provisions apply to the commercial obligation to inspect and notify of defects, with the following exceptions: Unless otherwise stipulated in the contract, Esmo's inspection obligation is limited to obvious appearance defects visible during the goods' inbound inspection, including the inspection of outbound documents (such as transportation damage, misdelivery or shortage) or defects identifiable during the quality control process through sampling inspection. If an acceptance agreement has been reached, no inspection obligation is required to be performed. Furthermore, the scope of application of this obligation depends on the extent of inspection that is actually feasible in the day-to-day business and needs to be considered in light of the specific circumstances of each case. Esmo's requirement to notify subsequent concealed defects remains unaffected. Notwithstanding the obligation of Esmo to inspect the goods, notification given by Esmo within two (2) weeks from the date of discovery of the concealed defect shall be deemed timely and effective.

7. 除宜世摩外，宜世摩的客户或任何第三方有权直接向供应商索赔交付物品/服务中的缺陷。供应商有义务调查此类投诉，立即通知宜世摩并纠正缺陷。

In addition to Esmo, Esmo's customers or any third party shall have the right to claim directly from the supplier for defects in the delivered items/services. The supplier is obligated to investigate such complaints, notify Esmo immediately and rectify the defects.

8. 如果宜世摩在检查货物时发现货物的部件存在明显缺陷，导致交付的部分货物不符合法律或合同要求，宜世摩可以拒收全部货物。

If Esmo finds obvious defects in the parts of the goods during inspection, resulting in the delivery of some goods not conforming to legal or contractual requirements, Esmo may refuse to accept all the goods.

9. 后续履约还包括移除缺陷商品并重新安装无缺陷商品，前提是这些商品在发现缺陷前已根据其性质和预期用途安装于其他物品或附着于其他物品；宜世摩对相应费用（拆除及安装成本）的法定索赔权不受影响。为检验及后续履约所需的费用，特别是运输、差旅、人工及材料成本以及任何拆卸和安装费用，即使最终证实不存在缺陷，仍应由供应商承担。宜世摩在无正当理由要求修复缺陷的情况下所承担的损害赔偿赔偿责任不受影响。

Subsequent performance also includes the removal of defective goods and the reinstallation of defect-free goods provided that these goods were installed on or attached to other articles in accordance with their nature and intended use prior to the discovery of the defect; Esmo's statutory claims for the corresponding costs (dismantling and installation costs) shall not be affected. Costs required for inspection and subsequent performance, particularly transportation, travel, labor and material costs and any dismantling and installation costs, shall still be borne by the supplier, even if the defect is ultimately confirmed to be non-existent. Esmo's liability for damages shall not be affected in the event of an unjustified request for repair of the defect.

10. 尽管宜世摩享有法定权利且第十节第9条已有相关规定，但以下条款适用：若供应商未能在宜世摩规定的合理期限内履行后续履约义务——包括通过修复缺陷（后续改进）或交付无瑕疵产品（替换交付）的方式进行补救——宜世摩可自行处理

缺陷或委托第三方进行修复，并要求供应商承担必要费用或支付相应预付款。若供应商的后续履约未能成功或宜世摩认为不合理（例如因特殊紧急情况、运营安全受威胁或即将发生重大损害），则无需设定时限；宜世摩应在可能的情况下提前通知供应商相关情况。供应商最多有两次后续履约机会。

Notwithstanding the legal rights of Esmo and the provisions of Section 10, Article 9, the following provisions apply: If the Supplier fails to perform subsequent performance obligations within a reasonable period set by Esmo - including by repairing the defect (subsequent improvement) or by delivering a product without defect (replacement delivery) - Esmo may handle the defect itself or entrust a third party to do the repair and require the supplier to bear the necessary costs or pay the corresponding advance payment. No time limit is required if the supplier's subsequent performance fails or if Esmo deems it unreasonable (e.g., due to an exceptional emergency, threat to operational safety or imminent major damage); Esmo shall, where possible, give advance notice to the supplier of the relevant circumstances. The supplier has a maximum of two opportunities for follow-up performance.

11. 以下情况适用以减损方式处理工作绩效：供应商应通过后续履行来补救工作绩效中的缺陷，具体方式由宜世摩自行决定，可以是整改或更换交付。如果对同一缺陷已多次（至少三次）出现，要求宜世摩继续等待是不合理的。在合理宽限期届满并面临拒绝威胁后，宜世摩有权解除合同或降低约定报酬。此外，宜世摩有权根据法律规定要求损害赔偿或报销无效支出。

The following circumstances apply to the handling of work performance in a derogatory manner: The supplier shall remedy the deficiencies in work performance through subsequent performance, which is at the discretion of Esmo and can be either rectification or replacement delivery. If the same defect has occurred multiple times (at least three times), it would be unreasonable to require Esmo to continue to wait. After the reasonable grace period has expired and there is a threat of rejection, Esmo has the right to terminate the contract or reduce the agreed remuneration. In addition, Esmo has the right to claim damages or reimbursement for invalid expenses in accordance with the law.

12. 宜世摩和宜世摩客户有权要求供应商赔偿与补充履约相关的费用，特别是运输、差旅、人工和材料成本。

Esmo and Esmo customers have the right to claim compensation from suppliers for expenses related to supplementary performance, particularly transportation, travel, labor and material costs.

13. 此外，若出现重大缺陷或所有权缺陷，宜世摩有权降低采购价格或解除合同。此外，宜世摩有权根据法律规定及合同约定获得损害赔偿和费用补偿。

Additionally, in the event of a material defect or title defect, Esmo has the right to lower the purchase price or terminate the contract. In addition, Esmo shall be entitled to indemnify for damages and expenses in accordance with the law and the terms of the contract.

14. 无条件接受交付或服务或临时使用，以及支付价格、酬劳或其他款项，不影响宜世摩的任何权利（不放弃或丧失权利），而且在适用情况下，不构成接受。

Unconditional acceptance of delivery or service or temporary use, as well as payment of price, remuneration or other amounts, does not affect any of Esmo's rights (without waiving or loss of rights) and, where applicable, does not constitute acceptance.

十一、供应商追索权

Supplier recourse

1. 宜世摩除缺陷、损害、缺失索赔外，有权向供应商主张其在具体个案中应向客户提供的后续履约类型（如缺陷修正或补货交付）等一切法定权利。

In addition to claims for defects, damages and omissions, Esmo has the right to assert against the supplier all statutory rights such as the types of subsequent performance that it should provide to the customer in the specific case (such as defect correction or replenishment delivery).

2. 在宜世摩确认或处理客户提出的缺陷索赔之前，宜世摩需通知供应商并要求其提供书面说明，简要说明案件事实，供应商有义务提供相关证据。若在合理期限内未收到经核实的书面说明，且双方未能达成友好解决方案，则视为供应商对此予以确认并应承担客户索赔。

Before Esmo confirms or processes a defect claim raised by the customer, Esmo shall notify the supplier and require it to provide a written statement briefly stating the facts of the case, and the supplier is obligated to provide relevant evidence. If no verified written statement is received within a reasonable period and no amicable settlement is reached between the two parties, it shall be deemed that the supplier has confirmed that Barracks is responsible for the customer's claim.

3. 即使缺陷货物已被宜世摩、宜世摩的客户或第三方以其他方式与另一产品结合或进一步加工，例如通过组装、安装或安装，宜世摩索赔仍然适用。

Even if the defective goods have been otherwise combined with another product or further processed by Esmo, Esmo's customer or a third party, for example by assembly, installation or installation, Esmo's claim shall still apply.

十二、损害赔偿责任

Liability for Damages

1. 在本通用条款与条件中没有其他规定的情况下，供应商应根据一般法定条款及合同约定承担责任。供应商应赔偿宜世摩因第三方对供应商交付的物品/服务的缺陷或损坏而提出的索赔，且此类原因不在宜世摩的控制和组织范围内。

In the absence of any other provisions in these General Terms and Conditions, the Supplier shall be liable in accordance with the general statutory terms and contractual agreement. The Supplier shall indemnify Esmo for any claims made by third parties regarding defects or damages in the goods/services delivered by the Supplier that are beyond the control and organization of Esmo.

2. 宜世摩及其法定代表人和员工仅在存在重大过失、故意不当行为，或违反义务对实现合同目的具有必要性（核心义务）时，才需承担相应的法定责任。宜世摩不承担任何其他责任。

Esmo and its legal representatives and employees shall only bear corresponding legal liability if there is gross negligence, intentional misconduct, or violation of obligations that is necessary to achieve the purpose of the contract (core obligations). Esmo shall not bear any other liability

3. 若供应商与宜世摩就采购商品达成协议或采取协同行为，且该行为构成对竞争的禁止性限制（非豁免情形），则供应商须向宜世摩支付受影响产品总价的30%作为违约金。宜世摩有权核实其实际损失并主张更高金额。

If the supplier and Esmo reach an agreement on the purchase of goods or take coordinated actions, and such actions constitute a prohibitive restriction on competition (not an exempted situation), the supplier shall pay Esmo 30% of the total price of the affected products as a penalty. Esmo has the right to verify its actual losses and to claim a higher amount.

十三、生产者的责任

Producer's Liability

1. 供应商应对任何产品损坏负责，有义务赔偿宜世摩免受任何第三方向其提出的索赔。

The supplier shall be liable for any damage to the products and shall indemnify Esmo from any claims made against it by third parties.

2. 供应商须就第三方索赔（包括因宜世摩实施召回措施引发的索赔）产生的相关费用进行报销。宜世摩应尽可能合理地向供应商说明召回措施的具体内容和适用范围，并给予供应商提出意见的机会。其他所有法律索赔不受此条款影响。

The supplier shall reimburse the costs associated with third-party claims (including those arising from the recall measures implemented by Esmo). Esmo shall, as reasonably as possible, explain to the supplier the specific content and scope of application of the recall measures and give the supplier an opportunity to comment. All other legal claims are not subject to this provision.

十四、抵销、留置权和转让

Offsets, liens and assignments

1. 宜世摩有权享有抵销权和留置权，以及在法律允许的范围内对合同未履行行为提出抗辩。特别是，只要宜世摩仍因供应商履约不完整或有缺陷而向其主张权利，则宜世摩有权拒绝支付到期款项。

Esmo is entitled to set-off rights and liens, as well as to defend against non-performance of the contract to the extent permitted by law. In particular, Esmo has the right to refuse to pay due amounts if it still claims against the supplier on the grounds of incomplete or defective performance.

2. 供应商不享有留置权。

The supplier is not entitled to a lien.

3. 供应商只有在获得宜世摩书面同意且法律许可的情况下，才可将其合同关系产生的索赔转让给第三方。

A supplier may transfer claims arising from its contractual relationship to a third party only with the written consent of Esmo and permitted by law.

十五、工业产权

Industrial property rights

1. 供应商保证，货物（包括任何文件，及供应商从第三方采购的部件等）在中国和其他国家、地区不侵犯第三方的专有权利（包括但不限于专利、版权、商标或其他知识产权），且宜世摩有权根据第八条制造文件。

The Supplier warrants that the goods (including any documents and components purchased by the supplier from third parties, etc.) do not infringe the exclusive rights (including but not limited to patents, Copyrights, trademarks or other intellectual property rights) of third parties in China and other countries and regions, and that Esmo has the right to manufacture documents in accordance with Article 8.

2. 供应商承诺赔偿宜世摩因第三方工业产权侵权产生的所有索赔（包括但不限于交付给宜世摩的货物所有权瑕疵所导致的任何进一步法定索赔），并承担相关诉讼费用（包括法院及律师费等全部诉讼相关费用）。

The Supplier undertakes to indemnify all claims (including but not limited to any further statutory claims resulting from defects in title of the goods delivered to Esmo) and to bear all litigation-related costs (including all litigation-related costs such as court and attorneys' fees) arising from infringement of the industrial property rights of third parties by Esmo.

十六、备品备件

Spare parts and components

1. 供应商有义务在最后交货后将交付给宜世摩货物和备件保存10年。

The supplier is obligated to keep the goods and spare parts delivered to Esmo for 10 years after the final delivery.

2. 若供应商计划在上述第1节规定的期限届满前或之后停止生产本协议项下的货物或备件，则应提前合理时间通知宜世摩。在此情况下，宜世摩有权就相关范围内的货物和/或备件下达最终订单，供应商应按要求履行该等订单。

If the Supplier intends to cease production of the goods or spare parts under this agreement before or after the expiration of the period set out in Section 1 above, it shall give reasonable advance notice to Esmo. In such a case, Esmo shall have the right to place final orders for the goods and/or spare parts within the relevant scope, and the Supplier shall fulfill such orders as required.

十七、公司场所及安保

Company premises and security

进入宜世摩的场地时，必须遵守宜世摩人员的安全指示。此外，供应商有义务了解适用于现场的操作规定（例如安全规定和房屋规则），遵守这些规定，并要求其人员遵守这些规定。否则，应承担相应的责任。

When entering the Esmo venue, you must follow the safety instructions given by Esmo personnel. In addition, the supplier is obligated to be aware of the operating regulations applicable to the site (such as safety regulations and house rules), comply with these regulations, and require its personnel to comply with these regulations. Otherwise, the corresponding liability shall be borne.

十八、隐私政策

Privacy Policy

需要特别说明的是，无论数据来源是供应商自身还是第三方，所有与业务往来相关的个人数据均需依法处理。有关宜世摩公司数据处理目的及范围的详细信息，请访问<https://esmo-group.cn>及宜世摩指定的其他网址或发出的通知。

It should be particularly noted that all personal data related to business transactions must be processed in accordance with the law, whether the data source is the supplier itself or a third party. Related data processing should be the king of moab company purpose and scope of detailed information, please visit <https://esmo-group.cn> and should be the specified other web site or the notice.

十九、诉讼时效

Statute of Limitations

相关诉讼时效及中止、中断依据中国法律规定。

The relevant statute of limitations and their suspension and interruption shall be governed by the laws of China.

二十、法律合规与解除权

Legal Compliance and Right of Rescission

1. 供应商有义务遵守与合同关系有关的法定条款，特别是反腐败和洗钱法以及反垄断、劳工、环境和人权条例。

Suppliers are obligated to comply with the statutory provisions related to the contractual relationship, particularly anti-corruption and money laundering laws as well as antitrust, labor, environmental and human rights regulations.

2. 供应商应确保其供应的货物符合在中国及宜世摩指定国家、地区的所有相关要求。供应商有义务在收到宜世摩要求时，通过提交适当文件的方式提供符合性验证。特别是第8条中提到的。

The supplier shall ensure that the goods it supplies comply with all relevant requirements in China and in the countries and regions designated by Esmo. Suppliers are obligated to provide verification of conformity by submitting appropriate documentation upon receipt of requests from Esmo. In particular, as mentioned in Article 8.

3. 供应商应尽合理努力确保其分包商遵守供应商承担的义务。

The supplier shall make reasonable efforts to ensure that its subcontractors comply with the obligations assumed by the supplier.

4. 供应商应确保在处理个人数据时遵守中国法律及其他适用法律要求，并确保其雇员在与宜世摩签订合同的谈判、执行及终止过程中符合这些要求。供应商尤其需采取充分的技术和组织措施，以确保对个人数据的保护水平与所涉风险相适应。

The supplier shall ensure compliance with the requirements of Chinese law and other applicable laws when processing personal data, and ensure that its employees comply with these requirements during the negotiation, execution and termination of contracts with Esmo. Suppliers, in particular, need to take adequate technical and organizational measures to ensure that the level of protection of personal data is commensurate with the risks involved.

5. 就宜世摩受合同或直接强制性法规约束的有关供应链尽职调查义务而言，供应商还承诺遵守相应的法规，并在必要时根据宜世摩的要求提供合规证明。

In respect of the supply chain due diligence obligations that Esmo is bound by contract or direct mandatory regulations, the supplier also undertakes to comply with the corresponding regulations and, where necessary, provide proof of compliance as required by Esmo.

6. 如果供应商违反其在本节下的义务，宜世摩有权全部或部分终止合同，并追究供应商损害赔偿赔偿责任，包括但不限于实际及预期损失及支出。

If the Supplier breaches its obligations under this section, Esmo shall have the right to terminate the contract in whole or in part and to hold the supplier liable for damages, including but not limited to actual and anticipated losses and expenses.

二十一、保密

Confidentiality

1. 供应商有义务对订单条件以及为此目的提供的所有信息和文件（公开可获取的信息除外）保密，采取适当措施防止泄露或第三方检查，并且仅将这些信息用于执行订单，且在完成查询或处理订单后，应要求立即返回给宜世摩。

The supplier is obligated to keep the terms of the order and all information and documents provided for this purpose (except for publicly available information) confidential, take appropriate measures to prevent leakage or third-party inspection, and use such information only for the execution of the order, and return it to Esmo immediately upon request after completing the inquiry or processing the order.

2. 未经宜世摩事先书面同意，供应商不得在广告材料、手册等中提及与宜世摩的业务关系，且特别不得展示为宜世摩制造的待交付产品。

Without the prior written consent of Esmo, suppliers shall not mention their business relationship with Esmo in advertising materials, manuals, etc., and in particular, they shall not display products manufactured for Esmo that are yet to be delivered.

3. 如果供应商违反其在本节下的义务，宜世摩有权全部或部分终止合同，并追究供应商损害赔偿赔偿责任，包括但不限于实际及预期损失及支出。

If the Supplier breaches its obligations under this section, Esmo shall have the right to terminate the contract in whole or in part and to pursue the supplier's liability for damages, including but not limited to actual and anticipated losses and expenses.

二十二、管辖地和适用法律

Jurisdiction and Applicable Law

本通用条款与条件和宜世摩与供应商之间的合同关系的解释、履行和争议解决均适用中华人民共和国法律，因执行本通用条款与条件和宜世摩与供应商之间的合同所发生的或与之有关的一切争议，双方应首先通过友好协商解决；协商不成时，任何一方均可向宜世摩所在地人民法院提起诉讼。

The interpretation, performance and dispute resolution of these General Terms and Conditions and the contractual relationship between Esmo and its suppliers shall be governed by the laws of the People's Republic of China. Any dispute arising from or in connection with the execution of these General Terms and Conditions and the contractual relationship between Esmo and its suppliers shall first be settled through friendly consultation. In the event that consultation fails, either party may bring a lawsuit before the people's court where Esmo is located.

二十三、最后条款

Final Provisions

1. 上述任何规定如完全或部分不可行、不可执行、无效或失效，其余规定仍然有效。

The remaining provisions shall remain in effect if any provision above is unfeasible, unenforceable, invalid or void in whole or in part.

2. 对法律规定的有效性的引用仅用于澄清目的。即使没有此类澄清，法律规定仍然适用，除非这些本通用条款与条件中明确修改或排除了它们。

References to the validity of a legal provision are for clarification purposes only. Even in the absence of such clarification, legal provisions shall apply, unless expressly modified or excluded in these General Terms and Conditions.

3. 就本通用条款与条件以中文以外的语言提供这些通用条款与条件，如果出现任何偏差，中文版效力优先。

These General Terms and Conditions are provided in a language other than Chinese in respect of these General Terms and Conditions. In the event of any discrepancy, the Chinese version shall prevail.

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