



General Terms and Conditions for Suppliers (GTC, Edition February 2011)

采购合同的基本条款 (GTC, 2011 年 2 月版本)

1. Scope

范围

These GTC are applicable for the legal relationship between SIG Combibloc Group AG or any of its affiliates (hereafter „SIG“) and the Supplier.

GTC 适用于供应商与 SIG Combibloc Group AG 及其分支机构（以下简称“SIG”）间的法律关系。

These GTC, together with the Quantity Agreements and the Orders, constitute the entire understanding and agreement between the Parties. They supersede all negotiations, prior discussions, and preliminary agreements between the parties.

GTC 与数量协议、订单共同构成双方之间的整体协议并取代双方间的所有谈判、之前的讨论以及意向书。

In case of discrepancies, the Quantity Agreements shall prevail.

双方如果有争议，应以数量协议为准。

The GTC may only be amended with the written consent of SIG. Other General Terms and Conditions, Supplier Conditions and the like are herewith without an extra notification expressly rejected by SIG and shall not be deemed accepted by SIG in any way.

GTC 如需修改应先征得 SIG 的书面同意。其他一般交易条件、供应商要求等的修改，如无 SIG 明确拒绝的额外书面通知书不应认为 SIG 默示同意该修改。

The GTC may be amended by SIG from time to time. In case of substantial amendments, SIG will inform the Supplier appropriately to the extent possible about such amendments. The up to date version of the GTC is available online as follows:

http://www.sig.biz/site/en/medien/download-bereich/6_terms_of_purchase/Terms_of_Purchase.jsp

SIG 可以不定期修改 GTC。如有实质性修改，SIG 应在适当的范围内就 GTC 的修改通知供应商。GTC 的最新版本可在线查看，网址如下：

http://www.sig.biz/site/en/medien/download-bereich/6_terms_of_purchase/Terms_of_Purchase.jsp

2. Offering

要约

Offers and tenders must be provided by the Supplier free of charge.

供应商应免费提供报价与投标。



3. Conclusion of Contract

合同订立

Orders are legally binding only if made in writing. Repeat orders, call-offs, as well as changes and corrections thereto can also be communicated by e-mail.

订单只有以书面形式提出才有法律约束力。续订单，取消订单以及订单的修改、修正也可以通过电子邮件方式进行协商。

Oral orders and orders made by phone are only valid if confirmed in writing by SIG subsequently.

口头订单和电话订单须经 SIG 的相应的书面确认后才生效。

4. Order Acceptance, Right of Cancellation

订单接受与解除权

The Supplier shall confirm the order in writing and without modification, including the complete order data within 10 days after receipt of the order. In the absence of such confirmation, SIG shall be entitled to cancel the order without cause. Any obligation or liability of SIG in respect of any such order cancellation is hereby waived.

供应商应在收到订单后 10 日内无修改的对订单进行书面确认，包括全面的订单数据确认。如无上述书面确认，SIG 有权无理由的解除订单。任何因解除上述订单而引致的由 SIG 承担的义务或责任应予以豁免。

5. Variation of Orders

订单的变更

Orders may be varied with regard to quantity, quality and/or technical aspects by SIG to the extent that the variations are economically and technically reasonable for the Supplier.

SIG 可以变更订单内所述的数量、质量和/或工艺，如果上述变更在经济或技术上对供应商是合理的。

Possible extra costs arising from such alternation requests have to be communicated to SIG immediately. Notwithstanding the amount of and the reasons for the extra costs arising from such change request, SIG is entitled to revoke its alternation request.

如供应商因订单变更而可能向 SIG 收取额外的费用，供应商须与 SIG 及时沟通。不管因该变更所产生费用的金额和原因，SIG 有权取消该变更费用。

6. Written Form

书面形式

If not expressly agreed otherwise between the Parties or stated in these GTC, the written form requirement is fulfilled by sending the confirmation by letter post, fax, e-mail or by electronic data interchange (EDI).

如果双方之间未明确表示同意或在 GTC 中约定，书面形式要求指通过发送邮寄信件、传真、电子邮件或电子数据交换来确认。



7. Prices, Freight Cost, Taxes

价格、运费和税费

Prices are deemed fixed prices unless otherwise agreed.

除非双方另有约定，价格应认为为固定价格。

Cost for packaging and freight to supply point as well as customs and duties, if applicable, are included in the price and cannot be charged extra to SIG. Unless agreed to the contrary, any applicable VAT will be added to the price (including packaging and freight).

包装、运输到供货点的费用以及海关税费包含在价格以内且不能向 SIG 收取额外费用。除非双方有相反约定，任何可能发生的增值税亦应包含在价格以内（包括包装费和运输费）。

If the Parties have not agreed on a price, the current list price of the Supplier shall be binding subject to consideration of usual commercial discounts (i.e. cash or quantity discounts).

如果双方未就价格达成一致意见，应以供应商现行的价格列表为准，该价格列表应适用商业折扣（即现金或数量上的折扣）的惯例。

8. Supply and Place of Delivery

供货和交货地点

All Invoices, waybills, delivery notes and other correspondence referring to the order must reference the order number.

所有的发票、运货单、提货单以及其他往来信件如涉及订单，均应注明订单号。

Upon dispatch of the goods, the Supplier shall send SIG a delivery note containing a material list, the order number and the place of delivery.

发货时，供应商应向 SIG 发送送货单。送货单应注明物品清单，订单号和交货地点。

On each consignment, the Supplier shall attach, visibly from the outside, a packing list detailing the delivered Goods with their measurements, the weight, the number of parts, the order number as well as the place of delivery.

每次托运货物，供应商应在外包装上的显著位置贴上装箱单。装箱单上应详细列明所运货物的测量尺寸、重量、零部件的数量、订单号以及交货地点。

In each case, deliveries exceeding the ordered amount will be accepted by SIG only upon specific written consent. Under the obligations of the respective order, incomplete deliveries are considered as a partial default with the same consequences as for late delivery according to article 13 of these GTC.

如果实际运输的货物数量超过订单上所述的货物数量，只有 SIG 作出特别的书面同意，SIG 才接受超出部分的货物。对于每个独立订单，未完全的交货将被认为是对该订单的部分违约，依据 GTC 第十三条上述部分违约与迟延交付有相同的法律后果。



The goods have to be packaged properly in order to avoid any damage during transportation. If possible, the Supplier shall use ecological packaging materials.

为防运输过程中货物的任何损毁，应对货物进行适当的包装。如有可能，供应商应使用生态环保的包装材料。

The Supplier shall refund SIG for any extra costs that are incurred due to the non-compliance with the above obligations of the Supplier.

如果供应商未履行上述义务而引致的任何额外费用，供应商应向 SIG 补偿该费用的支出。

The Supplier is required to accept returns of packaging materials, replacement parts etc. in accordance with any applicable laws and regulations.

根据现行法律法规，供应商应接受包装材料、替换零部件等的返还。

Until arrival at the delivery point, the delivery of the Goods is at the risk of the Supplier.

供应商承担运输中的货物的风险直至货物运输至交货地点为止。

Unless otherwise agreed, the place of performance shall be at the indicated point of delivery,

除非双方另有约定，合同履行地应为指定的交货地点。

[In addition / if specified in the order], the Parties refer to the INCOTERMS in effect at the delivery date.

[另外/如订单中指明]，双方适用交货日有效的国际贸易术语解释通则。

9. Disclosure of Changes of Product Features

产品特征变化的揭露

The Supplier shall mark all delivery notes and invoices with the international identification code according to the World Customs Organization's code list (WCO).

供应商应根据世界海关组织代码表（WCO）在所有的送货单和发票上标上国际识别码。

The Supplier shall inform SIG in advance by giving a written notice, if the identification code has been changed for any reason.

如果因任何原因致使识别码变更，供应商应提前书面通知 SIG。



The Supplier shall inform SIG about any changes of product features and specifications beforehand in order to allow SIG to perform any necessary amendments of the system or of the process. The Supplier shall also inform SIG about any impact that can arise out of such changes, i.e. on processes, storage as well as on possible security issues that have to be taken.

为使 SIG 对系统或进程进行合适的修改, 供应商应对产品特征以及规格的变化提前通知 SIG。并且供应商应通知 SIG 进行修改 (即修改流程、仓储以及需要采取的安全保卫事项) 所可能引致的任何影响。

The implementation of such changes and amendments requires the written approval of SIG. The written consent of SIG shall only be refused if the changes and amendments result in a cost increase (i.e. due to more extensive security provisions), if they are not fully compatible with the existing systems and processes or due to other good reasons.

该变更和修改的执行应当获得 SIG 的书面批准。如果该变更和修改导致费用的增加 (即更大范围的安保准备), 或其不完全符合现有的系统及流程以及其它合理理由, SIG 的该书面同意仅在该情况下应当被拒绝。

The Supplier is liable for any damages that occur from a non-observance of this disclosure requirement and will hold SIG harmless and defend SIG against any corresponding claims from third parties.

如果供应商不遵照本揭露条款的要求, 供应商应对其不遵守本揭露条款所引致的任何损失承担责任, 使 SIG 免受损失。如果第三方向 SIG 提起相关要求, 供应商应使 SIG 免受损害并应为 SIG 进行抗辩。

10. Invoicing

开具发票

Invoices and supporting documents have to be sent to SIG separately with each delivery. Incorrectly submitted invoices are deemed not received.

供应商应于每次运输货物之时同时向 SIG 发送发票和证明文件。如果供应商提交错误的发票将被认为未收到货物的发票和证明文件。

The invoice does not replace the delivery note.

发票不能取代送货单。

11. Payment Terms

付款条件

Invoices have to be paid within 45 days net from their delivery date or within 20 days applying a discount of 3% of the invoiced price.

SIG 应于交货之日起 45 日内支付货款或交货之日起 20 日内付款并享受发票票面金额 3% 的折扣。



If test certificates have to be submitted by the Supplier, such certificates shall be sent together with the delivery to SIG. The term of payment starts only after receiving the respective test certificates.

如果供应商必须提交检验报告，该检验报告应与所运货物一起发送给 SIG。付款期限自收到相关的检验报告起算。

12. Assignment of claims

权利主张转让

Claims against SIG may not be assigned to any third party.

针对 SIG 的主张不应当向第三方转让。

13. Delivery Terms, Late Deliveries

交货条款，迟延交货

Agreed delivery terms are binding and have to be respected. The delivery term is deemed fulfilled if the goods have arrived at the place of delivery specified by SIG or have been accepted by SIG in due time.

双方约定的交付条款具有法律约束力，双方均须遵守。如果货物运抵 SIG 指定的交货地点或者在适当的时间内 SIG 接受货物，应认为交付完成。

The Supplier shall inform SIG in writing immediately about any possible delay of the delivery term, indicating the reasons for the delay as well as the estimated new delivery date.

如果依据交付条款存在迟延交货的可能，供应商应及时书面通知 SIG，指明迟延的原因以及预估的新交付日期。

SIG is entitled to get information about the status of the order on the premises of the Supplier. To the extent necessary, the Supplier shall grant SIG, upon prior notice, access to its premises as well as the relevant documents and files.

SIG 有权在供应商处取得相关订单履行状态的信息。在必要的限度以内，供应商应提前通知 SIG 并授予 SIG 进入其厂房以及参阅相关文件和档案的权限。

The consequences for late delivery are the following:

迟延交付的法律后果如下：

In the event of default and after granting a grace period of 20 days to the Supplier in order to comply with its delivery duties, SIG is entitled, at its sole discretion, either (i) to insist on delivery, (ii) to cancel the contract and to claim damages, or (iii) to organize a replacement delivery or performance by a third party at the expense of the Supplier.

如果供应商违反交付条款并且为了使供应商遵守交付义务给予供应商 20 天的宽限期的情况下供应商仍无法按时交付，SIG 有权自行决定，要求（1）坚持交付；或（2）解除合同并要求损害赔偿；或者（3）由第三方代替供应商交货或履行交付义务，费用由供应商承担。



SIG is entitled to withhold payment in part or in full until the Supplier has fulfilled its obligations completely.

SIG 有权全部或部分暂缓支付货款，直至供应商完全履行其义务。

14. Early Delivery, Partial Delivery

提前交付，部分交付

SIG is entitled to refuse early delivery unless sufficient space is available and the early delivery does not cause any extra cost. The acceptance of early delivery has no impact on the passing of risk and on the payment term, which shall remain pegged to the original, agreed delivery date.

SIG 有权拒绝提前交货，除非 SIG 有足够的空间储存并且提前交付不会引致额外的费用。接受提前交货并不影响风险转移和支付条款，风险转移和支付条款仍应依据原来协商一致的交付日期进行履行。

Partial deliveries have only to be accepted by SIG if so agreed. Partial deliveries have to be invoiced separately, and the respective invoice must show the remaining quantity.

只有 SIG 同意的情况下才能接受部分交付。供应商应就部分交付出具单独的发票，并且该发票应注明未交付的货物数量。

15. Warranty

保证

The Supplier shall deliver all goods in accordance with applicable laws and regulations, as well as recommendations of authorities and trade organisations. The goods have to be produced according to the state of the art and have to be certified regarding compliance with safety regulations.

供应商应根据现行法律法规以及权威机构和贸易组织的提议对所购全部货物进行运输。货物应依据最先进的技术进行制造，并且依据安全守则进行认证。

The regulations for noise protection according to DIN 45641 and 45635 have to be observed.

应遵守 DIN 45641 和 45635 的噪声防护法律法规。

Any relevant material safety data sheets have to be handed over with the delivery. If not, the Supplier shall be obliged to indemnify and defend SIG for corresponding claims of third parties.

相关的重要的安全说明书应与货物一起交付。如果供应商未将安全说明书与货物一起交付，供应商应为第三方提起的相关争议为 SIG 进行辩护并且赔偿 SIG 的损失。

SIG has to be informed immediately in writing if the delivery cannot be made in accordance with SIG's order.

如果供应商无法按照 SIG 的订单交付，供应商应立即书面通知 SIG。



The Supplier shall use ecologically friendly products and processes and is responsible to observe applicable environmental regulations during production and delivery of the goods.

供应商应使用环保的原材料以及工艺流程并且应在生产和运输货物的过程中遵守现行的环境法律法规。

SIG shall strive to inform the Supplier within 10 days from arrival of the goods about any visible defects. Hidden defects have to be notified to the Supplier within 10 days from their discovery.

SIG 应在货物抵达之日起 10 日内尽力通知供应商运抵的货物所存在的显著瑕疵，并应在发现之日起 10 日内通知供应商所交付的货物存在的隐性瑕疵。

Any defects, including without limitation defects in material and non-conformance with specifications, descriptions or agreed properties, have to be remedied within the shortest possible delay at the expense of the Supplier. SIG has the choice whether the defective goods shall be repaired or replaced by the Supplier.

如果产品有任何瑕疵，包括但不限于材料的瑕疵和与规格、描述或双方约定的性能不符，供应商应在最短时间内对产品瑕疵进行补救，费用由供应商承担。SIG 有权选择要求供应商对瑕疵产品进行修理或更换。

In addition, the Supplier is liable for the cost of remediation of deficiencies, including cost of investigation, dismantling and (re-)assembly, transport and labour cost as well as any other consequential cost.

另外，供应商应承担弥补瑕疵的费用，包括检验费、拆装费、运输费、人工费以及其他相应费用。

If the Supplier fails to remedy the defects within a reasonable timeframe set by SIG, SIG is entitled to terminate the contract or to claim a reduction of the price. Any claims for damages shall be reserved.

如果供应商无法在 SIG 确定的合理时期内对瑕疵进行补救，SIG 有权单方解除合同或者要求降低价格。SIG 保留要求损害赔偿的权利。

Minor deficiencies can also be remedied by SIG or by a third party according to SIG's instructions without prior notification by SIG and at the expense of the Supplier.

轻微瑕疵 SIG 亦可以不须提前向供应商发送通知的情况下自行补救或者在 SIG 的指示下由第三方对轻微瑕疵进行补救，费用由供应商承担。



16. Warranty Period

保修期

Unless expressly otherwise agreed, the warranty period is 24 months from delivery at the agreed point of delivery or the acceptance date as indicated on the acceptance protocol. The warranty period for spare parts commences with their installation or use.

除非双方另有特别约定，保修期自货物运抵双方约定的交付点或者在交接协议上指明的接受日期之日起的 24 个月。零配件的保修期自安装或使用之日起算。

The warranty period for buildings and building material conforms to the corresponding SIA-norms or, if not applicable, to the corresponding legal regulations.

建筑物及建筑材料的保修期遵照 SIA 相关规范。如果无法适用 SIA 规范，应遵照相关法律法规的要求。

If a deficiency is discovered within 6 months from the date of delivery, the Parties assume that the Goods have been delivered in a defective condition, unless the opposite has been proved by the Supplier or is obvious.

如果自交付日起 6 个月内发现瑕疵，双方应认为在交付时货物已存在该瑕疵，除非供应商提出相反证据证实或者该瑕疵为显著瑕疵。

The warranty period is suspended as long as the Parties do not agree about a warranty claim.

只要双方未就保修请求达成一致意见，暂停保修期的计算。

17. Force Majeure

不可抗力

The parties shall be excused from their respective obligations in case of an event of Force Majeure (i.e. natural catastrophes, war or warlike events, civil disturbance) or in the event of a country-wide general strike that cannot be influenced by the affected party, for the duration of such event and to the extent that the party is affected by the event. To the extent reasonably possible, each party shall immediately inform the other and to adjust their performance under the agreement to the new situation. Interruptions of production as a result of wearouts, defects or other breakdowns and the like of machines and equipment are not considered as a case of Force Majeure.

任何一方由于不可抗力事件（即自然灾害、战争或类似战争的事件、内乱）或者在全国范围内总罢工时而受影响方无法对其改变的影响下，在受影响的时期或程度的范围内双方应就各自的合同义务予以免除。在合理的范围内，任何一方应及时通知另一方并且在新情况下调整双方合同履行的义务。机器设备的磨损、缺陷或其它故障及相似的原因所引起的生产停顿不应视作不可抗力。

SIG shall be excused from the acceptance of ordered goods or services and is entitled to terminate the agreement to the extent that the goods or services have become useless for SIG due to the delay caused by the event of Force Majeure.

如果因不可抗力致使供应商迟延交付，SIG 有权拒收所订购的产品或服务。并且如果因迟延交付致使所交付的产品或服务对 SIG 已无价值，SIG 有权解除合同。



Each party shall bear its own damages.

双方均应各自承担其不可抗力所引致的损失。

18. Quality Management and Insurance

质量管理和保险

The Supplier guarantees to maintain a quality management in accordance with the state of the art. If necessary, the Parties shall agree upon a Quality Agreement containing the corresponding details.

供应商保证根据最先进的技术进行质量管理。如果有必要，双方应协商制定包含相关详情的质量协议。

The goods have to be marked in such way to make them recognisable as being produced by the Supplier.

货物应进行标注，使其易识别为供应商制造。

Unless otherwise agreed, the Supplier shall contract product and general liability insurance with coverage of at least EUR 5 million. Upon request, the Supplier shall make the policy available to SIG for inspection, and shall name SIG as an additional insured under the policy.

除非另行约定，供应商应就合同货物投至少 5 百万欧元的一般责任险。供应商应根据 SIG 的要求制定方便 SIG 进行检查的保险单并且应在保险单上列 SIG 为额外的被保险人。

19. Export Control Clause

出口控制条款

Regardless of any data contained in the quotation, Seller shall provide, and support by documentary evidence, the following information to the Buyer:

除了报价所包含的所有数据外，卖方应提供给买方下述信息，并提供所支持的书面证据：

- the customs tariff numbers of the goods
- 货物的海关关税编码；
- whether the goods and/or services of the purchase order are subject to export restrictions according to the latest version of the foreign trade regulations, the foreign trade law and the export list or the law on the control of military weapons and the European regulations on export control of dual-use items
- 采购单所列明的货物或服务是否受到相关法律法规规定的出口限制，这些法律法规包括：最新的外贸条例，外贸法律，出口清单，有关武器控制的法律以及欧盟有关军民两用物品的出口控制方面的规定；



- whether U.S. export control laws and regulations are applicable; the Seller shall also provide the relevant documents for the authorisation process in case of re-export.
- 是否适用美国有关出口控制的法律法规，当再出口时，卖方也应提供相关的授权文书。

The seller shall provide a copy of the export licence or a negative certificate valid according to the latest regulations issued by the competent authority.

卖方应提供由主管当局根据最新法律法规签发的有效的出口许可一份或否定证明。

20. Product Liability

产品责任

The Supplier is liable for any cost arising from any infringement of public safety regulations or product safety regulations to the extent such infringement is caused by the goods of the Supplier.

如果供应商提供的产品违反公众安全法规或者产品安全法，供应商应负责承担因违反公众安全法规或产品安全法而产生的任何费用。

21. Liability of SIG

SIG 的责任

SIG is only liable in cases of gross negligence or intention. The liability is limited to the contract value. This restriction does not apply to bodily injury.

SIG 仅对故意或重大过失承担责任，责任限额最高为合同价值。该限额不适用于人身伤害。

The liability restrictions also apply to subcontractors and to employed third parties.

上述责任限额亦适用于分包商和聘请的第三方。

The Supplier is responsible to take all necessary measures to ensure adherence to all safety instructions by its employees and subcontractors. SIG cannot be held liable in any case for damages arising from an insufficient observation of safety instructions by the Supplier.

供应商应采取一切必要措施保证其员工和分包商严格按照所有的安全制度进行操作。如果因为供应商对安全制度的遵守未充分遵守所产生的损害，SIG 不承担损害赔偿 responsibility。

22. Intellectual Property Rights

知识产权

The Supplier guarantees that the delivered goods and services are not subject to intellectual property rights of third parties. The Supplier ensures that the supply and usage of the delivered goods does not infringe upon any patents, licenses or other intellectual property rights of third parties.

供应商保证运输的产品和服务未侵犯第三方的知识产权，并且其交付产品的提供以及使用不会侵犯任何第三方的专利、特许或者其他知识产权。



The Supplier shall indemnify SIG for any corresponding claims of third parties.

供应商应就第三方向 SIG 提起的相关知识产权的权利请求进行赔偿。

SIG is entitled to acquire any intellectual property rights or licences from the legitimated third parties at the expense of the Supplier.

SIG 有权获得合法的第三方所授予的知识产权或特许权，费用由供应商承担。

23. Return of Documents and Tools

文件及工具的归还

Tools and documents provided to the Supplier by SIG have to be returned to SIG or upon request from SIG to be destroyed to the extent they are of no use anymore, at the latest after termination of the contractual relationship between the Parties. If requested by SIG, the extermination of the documents and tools has to be confirmed by written notice.

如果 SIG 提供给供应商的文件和工具已无需再使用，供应商应最迟至双方合同关系终止后将文件和工具归还给 SIG 或根据 SIG 的要求销毁。如果 SIG 要求，文件和工具的销毁应当通过书面确认。

Lost Tools and Documents have to be replaced at the Supplier's expense.

如果 SIG 提供的工具和文件遗失，供应商应就遗失的工具和文件进行替换，费用由供应商承担。

24. Confidentiality

保密协议

Each party will keep confidential all non-public information received from the other party and will only be disclosed to third parties with the express written consent of the disclosing party.

任何一方应对从对方取得的非公开的信息进行保密，如果未提前获得一方的书面明示同意，另一方不得将上述信息揭露给第三方。

The Supplier will not make any reference to third parties or public announcements regarding its supplies to SIG without SIG's prior written consent.

如果未提前取得 SIG 的书面同意，供应商不得将其为 SIG 提供产品或服务向第三方提及或向公众进行公告。



25. Benefit of and Assignment to Related Companies

相关公司的权益及其权利转让

The rights and obligations of the Supplier may only be assigned or otherwise transferred to a third party with the prior written approval of SIG. Notwithstanding anything to the contrary herein, the rights and obligations hereunder can be assigned or transferred without the written consent of the other party to any entity who is affiliated to the Party, provided that such affiliated entity agrees to fully assume all rights and obligations and is financially and technically capable of fulfilling all obligations.

只有在提前取得 SIG 书面同意的情况下，供应商的权利和义务才可指定或转让给第三方。无论本协议是否另有规定，在未收到另一方的书面同意之前，如果一方的关联机构同意受让全部权利义务，并且该机构在经济和技术上有履行全部义务的能力，该方的权利义务可以据此予以让与或转让给其关联机构，。

26. Additional Terms and Conditions Only applicable to Quantity Agreements

仅适用于数量协议的额外条款

This provision does not apply to single orders and other contractual relationships that are not entitled or to be construed as Quantity Agreements.

本条款不适用于单独的订单和未以数量协议为标题或未被推定为数量协议的其他合同关系。

26.1. Termination without Cause, Terms of Cancellation

无理由终止合同，解除合同的条款

Unless otherwise agreed, Quantity Agreements can be cancelled without cause after termination of the agreed minimum term of the Agreement with a notice period of three months effective at the end of each month.

除非双方另有约定，如果提前三个月通知终止该数量协议中的最低数额条款，该终止在通知期满后的当月月底生效，则可以无理由的解除数量协议。

A possible minimum duration of the Contract will be stated in the Quantity Agreement.

合同的最短适用期限将在数量协议中予以注明。

26.2. Termination with Cause

有理由的解除合同

A party may terminate a Quantity Agreement with immediate effect by giving written notice to the other party if:

如果合同任何一方，因为另一方下述情况，向另一方发送书面通知即发生效力，该方可解除数量协议。

a) That other party enters into bankruptcy procedures or becomes or declares itself insolvent,

一方进入破产清算程序或者该方宣布破产；



b) that other party breaches any provision of this Agreement that is capable of being remedied, and then fails to remedy the breach within 30 days or, if necessary, within a reasonable time period after receiving notice requiring it to do so;

一方违反可以补救的本协议的任何条款，并且在违反本协议之日起 30 日内未予以补救或者如果有必要，在收到另一方要求补救的通知后在合理的时间段内未予以补救；

c) that other party breaches any material provision of this Agreement that is not capable of being remedied;

一方违反本协议的主要条款，并且无法进行补救；

d) SIG changes material provisions of these GTC to the disadvantage of the Supplier by the time of their coming into effect, except that SIG still choose the original GTC applied for such Supplier without change.

在条款即将生效之时，SIG 变更了 GTC 的主要条款，并且该变更不利于供应商。但 SIG 选择与该供应商仍适用原 GTC 条款除外。

In case of a termination of a Quantity Agreement with immediate effect, SIG is only obliged to pay for the goods that could be used appropriately yet.

如果解除数量协议并且该解除立即生效，SIG 仅须支付现行使用合适的货物的货款。

26.3. Surplus Stock

剩余存货

SIG shall have no obligation to purchase any surplus stock upon expiry or termination of a Quantity Agreement if this is not due to economical, technical reasons. Any further claims for compensation (e.g. due to loss of profit) are explicitly excluded.

合同期满或非因经济或技术的原因解除数量协议，SIG 无购买剩余存货的义务。双方均明确表示不承担任何进一步的补偿义务（如：因为利润损失）。

27. Gift Policy

In the scope of the business relation, no gifts or any other donations shall be granted to SIG's employees by the Supplier.

礼物政策：就商业关系而言，供应商不应向 SIG 员工施以礼物和任何其它馈赠。

28. Language

语言

In case of discrepancies between the two linguistic versions, the English version shall prevail.

如果两个语言版本有不一致之处，应以英文版本为准。



29. Invalidity

无效

If any provision of these GTC is held to be illegal, invalid or unenforceable, such provision shall not affect the validity of any other provisions thereof. The parties shall in good faith replace such provision with a new provision which shall be legal, valid and enforceable and which comes closest to the intention of the original provision.

如果 GTC 中任何条款被认为违法、无效或者不可执行，本条款不应影响其他条款的有效性。双方应本着诚实善意的原则将无效条款替换为合法、有效和可执行的条款，并且该替换的条款应尽可能接近原来条款的目的

30. Jurisdiction and Governing Law

管辖和法律适用

This Agreement will be governed by and construed in accordance with the laws at the domicile of SIG. The place of jurisdiction shall be, at SIG's choice, either at the domicile of SIG or at the domicile of the Supplier. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG / Vienna 1980) is expressly excluded.

本协议适用 SIG 住所地的法律，并依据该法律对本协议进行解释。管辖法院应由 SIG 选择为 SIG 的住所地或者供应商的住所地。本协议不适用联合国国际货物销售合同公约（CISG/维也纳 1980 年版）。