

GENERAL TERMS AND CONDITIONS OF PURCHASE

OF

双立人一般采购条款和条件

ZWILLING J.A. HENCKELS AG

德国双立人亨克斯股份有限公司

and its affiliates

及其关联公司

Section 1 Scope of Application of these General Terms and Conditions of Purchase

第一条 一般采购条款和条件的适用范围

(1) All business relations with business partners, contractors, service providers or suppliers ("**Supplier(s)**") of ZWILLING J.A. HENCKELS AG and its affiliates (hereinafter "**ZWILLING**") shall be subject to these General Terms and Conditions of Purchase ("**Conditions of Purchase**" or "**COP**").

德国双立人亨克斯股份有限公司及其关联公司（以下简称“双立人”）与其商业伙伴、承办商、服务提供者或供应商（以下简称“供应商”）之间的所有业务关系，均应遵守下列一般采购条款和条件（以下简称“采购条件”）。

(2) The COP shall in particular apply to contracts for the sale and delivery of goods (comprising at all times all goods sold or delivered to ZWILLING, including in particular components and raw material, packaging, packaging components, compulsory information and other product-related labelling and claims, as well as any other information and information materials to be provided to consumers, irrespective of whether the Supplier manufactures the goods itself or purchases them from its suppliers (hereinafter "**Goods**")), and/or contracts for works and/or services provided by the Supplier (hereinafter "**Services**").

本采购条件尤其适用于销售和交付产品的合同【包括在任何时候销售或交付给双立人的任何产品（以下简称“产品”），尤其包括部件和原材料、包装、包装部件、强制性信息和其他与产品相关的标签和声明，以及提供给消费者的任何其他信息和信息资料，无论供应商是自行生产产品还是从其供应商处购买产品】，和/或由供应商提供工作成果和/或服务的合同（以下简称“服务”）。

(3) Unless otherwise agreed, the COP in the version valid at the time of ZWILLING's order or in any case in the version last provided to the Supplier in text form or electronic form or within ZWILLING's vendor management system ("**VMS**") shall also apply in its most recent version to all subsequent transactions with ZWILLING without any need of express reference hereto.

除另有约定外，在双立人下订单时有效的采购条件文本，或在任何情况下最终以电子形式或文档形式提供给供应商的文本，或在双立人的供应商管理系统（“VMS系统”）内有效的文本，均为适用于供应商与双立人所有后续交易的最新版文本，此点无需在下文中赘述。

(4) The COP shall apply exclusively. Any deviating, conflicting or supplementary terms and conditions of the Supplier, shall not become part of the business relationship, unless ZWILLING has expressly consented to their application, this requirement of consent shall apply in any case, e.g., even if the Supplier refers to its general terms and conditions within the scope of the order confirmation and ZWILLING does not expressly object thereto. ZWILLING's acceptance of Goods or Services without objection may not be construed as acceptance of any other terms and conditions.

本采购条件应排他适用。除非双立人明确同意适用，否则供应商的任何偏离、相悖或补充条款和条件不应成为业务关系的一部分。该同意要求适用于任何情形，例如即使供应商在订单确认范围内引用其一般条款和条件而双立人并未明确表示反对。双立人对商品或服务的无异议接收/接受，不得被解释为同意其他任何条款和条件。

(5) In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the respective contract.

有歧义的情形下，商业条款应根据巴黎国际商会（ICC）发布的在合同签订时的《国际贸易术语解释通则》（INCOTERMS®）有效版本进行解释。

(6) Legally relevant declarations and notifications of the Supplier with regard to the respective contract (e.g. setting of deadlines, reminders, withdrawal) or any amendments or supplements to the COP shall be made in writing. "**Written**", "**in Writing**" within the meaning of these COP includes written and text form or electronic form or (e.g. letter, e-mail, EDI).

供应商关于各自合同的法律相关声明和通知（如设定截止日期、提醒、撤回）或就本采购条件的任何修订或补充应以书面形式作出。本采购条件中的“书面”、“以书面形式”包括书面、文本形式或电子形式（如信函、电子邮件、电子数据交换）。

(7) References to the applicability of statutory provisions shall only be of a clarifying nature. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these COP.

对法定条文适用的提及，应仅具有澄清性质。因此，即使没有这样的澄清，法定条文也应适用，除非这些条文在本采购条件中被直接修改或明确排除。

Section 2 Order and conclusion of contract

第二条 订单及合同的订立

(1) ZWILLING's order shall be deemed binding at the earliest upon Written submission or confirmation. The Supplier shall point out obvious errors (e.g., spelling and calculation errors) and incompleteness of the order including the order documents to ZWILLING for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed as not concluded.

双立人的订单最早在获得书面同意或确认时具有约束力。供应商在接受订单前，应指出订单（包括订单文件）中明显的错误（例如拼写或计算错误）和不完整以便于纠正和补充，否则该合同将被视为未曾订立。

(2) The Supplier shall be obliged to confirm orders placed by ZWILLING in Writing within 7 (seven) days, or to execute it without reservation, in particular by dispatching the Goods (acceptance). A delayed acceptance or deviations from ZWILLING's order shall be deemed a new offer and shall require ZWILLING's acceptance. The Supplier is obliged to point out any deviations at the time of submitting its new offer.

供应商有义务在7（七）天内确认双立人下的订单，或毫无保留地执行该订单，尤其是关于发货（验收）的内容。对双立人订单的迟延确认或偏离将被视为新的要约，并应当重新获得双立人的接受。供应商在提交新要约时有义务指出新要约与原要约的不同点。

(3) Irrespective of whether or not an order is placed, the Supplier is not entitled to any payment or compensation for visits or the preparation of offers, projects, services or any other documentation necessary for the conclusion of the business relationship.

不论是否下订单，供应商均都无权因访问，或准备报价、项目、服务及缔结业务关系所需的任何其他文件而获得任何付款或补偿。

(4) Unless explicitly agreed in writing, ZWILLING is not bound by any minimum purchase obligation or minimum orders or volumes of Goods or Services from the Supplier.

除非有明确的书面同意，否则双立人不受供应商对任何商品或服务最低采购义务、最低订单量、或最低采购数量要求的限制。

Section 3 Prices

第三条 价格

(1) The price stated in the order is binding. It shall be indicated without applicable VAT; the latter shall be shown separately.

订单上所列的价格具有约束力，并应以不含税的方式注明，相关税款应单独列示。

(2) Unless otherwise agreed in individual cases, the price shall include all Services or Goods and ancillary services of the Supplier, as well as all ancillary costs (e.g., the costs of packaging, loading and transport to the shipping address specified by ZWILLING, assembly of Goods at the point of use, equipment, materials and travel, transport and liability insurance).

除非在个别情况下另有约定，否则该价格应包含供应商的所有商品、服务和辅助服务，以及所有辅助成本(例如，包装、装载、运输到双立人指定地点的成本，产品在使用地点的组装成本，设备，材料，差旅费，运输费和责任险)。

(3) In case the parties have not agreed on individual prices, any change of prices shall be notified to ZWILLING in Writing at least three months in advance. Prices individually agreed between the parties can only be changed upon mutual consent and after being confirmed by the parties in Writing.

在双方未就个别价格达成一致的情况下，价格变动应至少提前三个月以书面形式通知双立人。双方单独商定的价格，只有经双方同意并以书面形式确认后，方可变更。

Section 4 Invoicing, Bank Account and Payments

第四条 发票和付款

(1) Invoices shall be sent to ZWILLING after, and separately from the dispatch of the Goods. In case of provision of Services it shall be sent after the receipt and acceptance of the Service by ZWILLING. The invoice shall state the order number, order date, a description of the Goods and/or Service(s) and, where required, the ZWILLING item number for each article, as well as the quantity, recipient and place of delivery. Invoices shall also indicate all information about the Supplier's bank required by ZWILLING in order to transfer the payments.

Inaccurate or incomplete invoices shall be deemed to have not been received; in this case ZWILLING shall inform the Supplier within a reasonable period of time, and the Supplier shall provide accurate and complete invoices.

发票应在产品发出后单独发送给双立人。在提供服务的情况下，发票应在双立人收到并确认服务后发送。发票上应注明每一单项的订单编号、订单日期、商品或服务描述、双立人货号（若需）、货品数量、收货人和交货地点。发票上还应注明双立人为转账所需的供应商银行的所有信息。若发票信息不准确或不完整，双立人将视为未曾收到该发票；在此情况下，双立人应在合理期限内通知供应商，供应商则应提供准确和完整的发票。

(2) The Supplier guarantees that the bank account is owned by the Supplier and is located at a bank in the country of the Supplier's registered office. Upon ZWILLING's request the Supplier shall provide further details about the Supplier, its beneficial owners etc. that might be required in particular for anti-money laundering purposes. ZWILLING is entitled to withhold any payments until provision of the aforementioned information.

供应商应保证该银行账户为其所有且该银行位于供应商注册地所在国。应双立人的要求，供应商应提供有关自身、实际控制人，尤其是出于反洗钱目的可能需要的进一步详细信息。在提供上述信息前，双立人有权暂停支付任何款项。

(3) Invoices shall be paid net within 60 days of the delivery of the Goods, or the execution and acceptance of the Service, and the receipt of the accurate and complete invoice. The Supplier shall not be entitled to demand advance payments.

发票对应款项将在产品交付、服务履行完毕并被确认以及收到准确、完整的发票之日起的六十（60）天内支付。供应商无权要求双立人预先付款。

(4) Even if not expressly noted, effecting payments is always subject to invoice verification. Under no circumstances does effecting payment constitute an acknowledgement of proper delivery of Goods or performance of Service, or a waiver of the right to a notice of defect as set out in these COP t and/or approval/acceptance of the Goods received or the Service provided.

即使未作明示声明，双立人也有权在任何情况下根据对发票审核的情形确定是否需要付款。在任何情况下，付款都不构成双立人对供应商适当交付产品或履行服务的承认，或不构成放弃本采购条件中规定的缺陷通知权，和/或不构成对批准/确认所收到的产品或所提供的服务。

(5) ZWILLING shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent provided by law. ZWILLING shall be entitled to withhold payments due as long as ZWILLING is still entitled to claims against the Supplier in particular arising from Defective Delivery. The execution of the aforementioned rights by ZWILLING does not give Supplier any right to withhold or refuse performance of its obligations.

在法律允许的范围内，双立人享有抵销权、留置权以及对不履行合同的抗辩权。只要双立人仍有权向供应商提出索赔，尤其是因缺陷交付引起的索赔，双立人就有权拒绝向供应商付款。双立人行使上述权利并不赋予供应商迟延或拒绝履行其义务的任何权利。

(6) The Supplier shall have a right of set-off or retention only in respect of counterclaims that have been established by declaratory judgment or are undisputed.

仅有经宣告判决确立或在无争议的情况下，供应商才享有抵销权或留置权。

(7) ZWILLING does only owe interest on arrears after being put on default for such arrears. The applicable interest rate on such arrears shall be equal to 2%.

双立人仅在基于违约逾期付款的情况下支付任何逾期利息。适用的付款利率为2%。

Section 5 Delivery, Acceptance, Delivery Time

第五条 发货、接受、运输时间

(1) If not agreed otherwise, the Goods shall be shipped and delivered to the shipping address specified by ZWILLING in the order. There shall be no partial deliveries, unless otherwise agreed in Writing.

如未另行约定，产品应按订单的约定发运至双立人的指定收货地点。除非另有书面约定，否则不得分批交货。

(2) For Services to be performed by the Supplier, as well as for deliveries that involve the assembly of Goods at the point of use, ZWILLING shall provide Written acceptance of the Services performed after having verified the absence of defects. In such cases the risk is transferred to ZWILLING at the time of the Written acceptance. There shall be no partial acceptances, unless otherwise agreed in Writing.

对于供应商履行的服务，以及对于在使用地点装配产品的交付而言，双立人应在验收确认产品无缺陷后，对供应商所提供的服务出具书面确认。在这种情况下，风险在书面确认时转移给双立人。除非另有书面约定，否则双立人不就部分履行进行验收确认。

(3) ZWILLING shall be entitled to issue detailed specifications and instructions with regard to the mode of transport, the choice of carrier, the delivery of Goods as well as with regard to Services to be rendered at ZWILLING's premises, including the personnel deployed for this

purpose. The Supplier shall duly take into account and implement any specifications and/or instructions for delivery communicated by ZWILLING, unless these are manifestly unreasonable or do entail a significant increase in costs.

双立人有权就运输方式、承运人选择、产品交付以及在双立人处所提供的服务（包括为此目的将要部署的人员）发出详细的要求和指示。供应商应充分考虑并执行由双立人传达的任何有关交货的要求和/或指示，除非这些要求和/或指示是明显不合理的或明显可能导致成本大幅增加。

(4) If not instructed otherwise by ZWILLING, the delivery must be accompanied by a delivery note indicating: the order number issued by ZWILLING, date (issue and dispatch), the content of the delivery (article numbers and quantities), and a corresponding dispatch note with the same content must be sent to ZWILLING separately from the delivery note before delivery. If the delivery or dispatch note is missing or incomplete, or in case the Supplier does not comply with specific delivery instructions provided by ZWILLING, ZWILLING shall not be responsible for any delays in processing and payment resulting therefrom.

如双立人未另有指示，供应商供货时必须附有供货单，内容包括双立人签发的订单号、日期（包含签发日期和发货日期）、产品清单（包含编号和数量），且相应的具有相同内容的发货单必须在发货前与供货单分开单独送至双立人处。如送货单或发货单缺失或不完整，或供应商未遵守双立人发出的具体送货指示，由此产生的任何处理和付款延期，双立人不承担任何责任。

(5) ZWILLING is entitled to carry out pre-shipment inspections. A pre-shipment inspection shall not be deemed or construed to be an acceptance of the Goods or Services or waiver of any of ZWILLING's rights, implied or expressed, nor does it exempt the Supplier from complying with the delivery dates and deadlines.

双立人有权进行装运前检验。装运前检验，无论是明示的还是默示的，均不应被视为或被解释为对产品或服务的接受或双立人对任何权利的放弃，也不能免除供应商应遵守交货日期和期限的义务。

(6) The dates or deadlines for the delivery of Goods or provision of Service ("**Delivery Time**") specified in the order shall be binding and essential. In the case of delivery of Goods, the receipt of the Goods at the shipping address specified by ZWILLING is decisive for compliance with the Delivery Time. For Services to be performed by the Supplier, as well as for deliveries that involve the assembly of Goods at the point of use, the determinative factor shall be the time at which ZWILLING provides Written acceptance. The Supplier shall bear the procurement risk for its Goods and Services unless otherwise agreed in individual cases (e.g., limitation to stock).

订单中规定的交付货物或提供服务的日期或截止日期（“交付时间”）应具有约束力且至关重要。在交货的情况下，是否在双立人指定地点收到产品，是判断供应商是否符合交货时间的决定性因素。在供应商提供服务，以及涉及在使用地点装配产品的交付的情形下，决定性因素为双立人提供书面确认的时间。除个别情况另有约定外（例如库存限制），供应商应承担其产品和服务的采购风险。

(7) In case the Supplier becomes aware that it will not meet the Delivery Time, for whatever reason, it shall notify ZWILLING immediately in Writing, stating the reasons and the estimated length of the delay. The essentiality of the agreed dates or deadlines shall remain unaffected.

无论出于何种原因，如果供应商意识到其无法按期交货，应立即以书面形式通知双立人，说明原因及预计延迟时间。原约定日期或期限的重要性不受影响。

Section 6 Specifications, Product Compliance

第六条 规格要求与产品合规

(1) The Supplier guarantees that all the Goods it supplies and all the Services it provides are in accordance with technical regulations, best industry practice, latest state of the art technology and the specifications, descriptions, quality and functionality requirements, the manufacturing process, testing schedules and other instructions included in these COP and/or provided by ZWILLING, as well as product and/or production and/or Service related applicable laws, administrative orders, statutory provisions or comparable regulations in the countries of production and destination (the latter, if not agreed otherwise, as indicated in ZWILLING's order) (altogether "**Specifications**"). The Supplier shall adhere to the Specifications and shall not change any parts of it without ZWILLING's prior Written approval.

供应商保证其提供的所有产品和服务均符合技术法规、最佳行业管理、最新技术、本采购条件和/或由双立人提供的规格、说明、质量和功能要求、制造工艺、测试计划和其他说明，以及产品和/或生产和/或服务相关的生产国和目的地国的适用法律、行政命令、法定规定或类似法规（如未另行约定，后者将在双立人的订单中注明）（统称为“规格要求”）。供应商应遵守“规格要求”，未经双立人事先书面批准，不得更改“规格要求”的任何部分。

(2) Without limiting the Supplier's guarantee set out under paragraph (1), the Supplier declares that it is aware that ZWILLING manufactures and markets Goods that are subject to stringent requirements of hygiene and food regulations. Therefore, the Supplier guarantees that the Goods it supplies, or the Services it performs, for the manufacture of such Goods, always satisfy these requirements in every respect, particularly (as far as applicable for the respective Good): Food Safety Law of the People's Republic of China, Product Quality Law of the People's Republic of China and the European Directive 2001/95/EC on general product safety, concerning food contact to the REGULATION (EC) No 1935/2004 and its subordinate regulations and guidelines issued by public authorities, professional bodies and trade associations in the country of destination, as well as Regulation (EC) No 1907/2006 (REACH), California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65), Commission Regulation (EC) No 2023/2006 of December 2006 on good manufacturing practice for materials and articles to come into contact with food, Code of Federal Regulations – Title 21 – Food and Drug (FDA) of 1938, California Assembly Bill No. 1200 Chapter 503. As long as not agreed otherwise between ZWILLING and the Supplier in writing, the Supplier further guarantees that the

Goods it supplies do not contain any substances on the list of potential "Substances of Very High Concern" (SVHC) of the European Chemicals Agency (ECHA) and comply with any further regulations agreed within a quality assurance agreement or otherwise

在不限第(1)款规定的供应商保证的前提下，供应商声明其知晓双立人生产和销售的产品符合卫生和食品法规的严格要求。因此，供应商保证其提供的产品或其为制造该等产品而提供的服务在各方面始终满足这些要求，特别是（在适用于相关产品的情况下）：《中华人民共和国食品安全法》《中华人民共和国产品质量法》和关于一般产品安全的欧盟委员会发布的2001/95/EC指令，涉及食品接触的 REGULATION (EC) No 1935/2004 及其附属法规，目的地国公共当局、专业机构和行业协会发布的指南，以及 REGULATION (EC) No 1907/2006 (REACH)、1986年加利福尼亚州饮用水安全与毒性物质强制执行法案（第65号提案）、2006年12月欧盟委员会关于食品接触材料和制品的良好操作规范的第2023/2006号法规、1938年《美国联邦法规》第21篇-食品和药品（FDA）、加利福尼亚州议会第1200号法案第503章。

(3) The Supplier shall inform ZWILLING about any mistakes in the Specifications which are known or should have been known to the Supplier taking into consideration its experience and qualification. It shall also inform ZWILLING about possible improvements or new legal requirements.

供应商应将其已知的或根据其经验和资质本应知晓的规格要求中的任何错误告知双立人。供应商还应告知双立人可能存在的改善方法或新的法律要求。

(4) ZWILLING is entitled to change the Specifications at any time, in particular if this is required by applicable law. The new Specifications shall only apply to new orders placed by ZWILLING.

双立人有权在任何时候对规格要求做出变更，尤其是在所适用法律的要求下。新的规格要求仅适用于双立人新下的订单。

(5) In addition, the Supplier shall ensure a proper traceability of the Goods as well as the materials used for their production up to the point of delivery specified by ZWILLING, as required by the Specifications.

此外，供应商应确保产品及其生产所用材料的适当可追溯性，直至将其交付至双立人根据规格要求指定的交货地点。

(6) If the Supplier's performance concerns digital content or services within the meaning of Directive (EU) 2019/770 ("Digital Products") or parts thereof, which ZWILLING offers to its customers, the Supplier shall ensure that updates of its performance ("Updates") are provided to ZWILLING free of charge after acceptance of the performance, which are necessary for ZWILLING to maintain the contractual conformity of the Digital Product or parts thereof vis-à-vis its customers as owed by law. The Supplier shall inform ZWILLING about such Updates. The required Updates shall also include security updates.

如果供应商的履约行为涉及（EU）2019/770号指令所指的数字内容或服务（“数字产品”）或其组成部分，且双立人向其客户提供该等数字内容或服务，则供应商应确保在履约行为被接受后仍向双立人免费提供其履约行为的更新（“更新”），该等更新是双立人依法维持客户合同中数字产品或其组成部分的合规性所必需的。供应商应将该等更新告知双立人。必要的更新还应包括安全的更新。

(7) Insofar as the performance concerns **Goods with digital elements** within the meaning of Directive (EU) 2019/770 or parts thereof which ZWILLING offers to consumers, paragraph (6) shall apply accordingly.

如果双立人向消费者提供的履约行为，涉及(EU) 2019/770指令含义内的带有数字元素的产品或其部分，应适用第(6)款。

(8) In the event of a termination of the contract, the Supplier's obligations pursuant to paragraphs (6) and (7) above with regard to the Digital Products or Goods with digital elements that ZWILLING has ordered up to the time of the termination of the contract shall continue to apply beyond the time of the termination of the contract and to the extent required for ZWILLING to fulfill its own obligations in that regard vis-à-vis its consumer customers.

在合同终止的情况下，供应商根据上述第(6)款和第(7)款就双立人在合同终止前订购的带有数字元素的数字产品或商品承担的义务，在合同终止后仍继续适用，且应与双立人对其消费者客户应承担的履行义务的程度相对等。

(9) The Supplier undertakes to provide ZWILLING, upon ZWILLING's request, with a declaration of conformity for each product group supplied to ZWILLING in accordance with the respective Specifications. Furthermore, the Supplier guarantees and declares conformity of all the materials supplied by its subcontractors. The declaration of conformity shall be updated by the Supplier at least every 18 months, or anytime earlier at ZWILLING's request. If requested by ZWILLING, the Supplier shall present within a period of 7 days, or in the event of imminent danger without delay, the test results of independent, accredited institutes or its own data taken as a basis for the declaration of conformity.

供应商承诺按双立人要求出具声明，明确供应商向双立人提供的每组产品符合相关规格要求。此外，供应商保证其分包商提供的所有材料均符合规定。供应商应至少每 18 个月更新一次符合性声明，或应双立人的要求提前更新。如经双立人要求，供应商应在 7 天内或在紧急情况下立即提交以独立的、经认证的机构和自身数据为基础的合格声明的测试结果。

Section 7 Liability, Defective Delivery, Inspection of Goods

第七条 责任, 交付缺陷和产品验收

(1) The Supplier is entirely responsible and liable for the entire Goods and Services, including parts of the Goods or Services which have been manufactured or provided by a sub-supplier. Therefore, ZWILLING can submit all claims to the Supplier and the Supplier cannot refuse these claims due to the fact that these claims are related to Goods or Services which have been sourced from/provided by a sub-supplier. Upon ZWILLING's request, the Supplier shall assign its claims against its sub-suppliers to ZWILLING. Any compensation received from sub-supplier cannot be claimed again from the Supplier.

供应商应对整体产品与服务的整体负责并承担责任, 包括由分包商制造或提供的部分产品或服务。因此, 双立人可以向供应商提出所有索赔, 供应商不得以产品或服务由分包商采购/提供为理由而拒绝索赔。如经双立人要求, 供应商应将其对分包商的索赔权转让至双立人。从分包商处受偿的部分不得再向供应商主张。

(2) The Supplier shall be liable in accordance with the statutory provisions and these COP that the Goods and Services have the agreed Specification at the time of transfer of risk or - in case of Services - acceptance by ZWILLING. It makes no difference whether the Specification originates from ZWILLING, the Supplier, its subcontractors or a third manufacturer.

根据法律规定和本采购条件, 供应商有责任确保在风险转移时产品或双立人接受服务时已得到双立人确认, 且符合约定的规格要求, 无论该规格要求是来源于双立人、供应商、供应商的分包商还是第三方制造商。

(3) In case the Goods deviate from their requirements (including but not limited to defects of the Goods, title of the Goods, non-adherence with the Specifications, delayed, wrong, and/or partial deliveries, as well as improper assembly/installation or defective instructions), improperly performed, delayed, wrong or incomplete Services and in the event of other breaches of duty, including but not limited to obligations set out under these COP ("**Defective Delivery**") ZWILLING shall be entitled to full statutory rights, in particular – at ZWILLING's discretion - supplementary performance, removal of defect, reduction of purchase price, rescission of the contract, and in addition claim damages and reimbursement of expenses, as well as exclusively in ZWILLING's favor, also to the supplements and clarifications set out under these COP. In cases where the Supplier has given a warranty, or a guarantee, liability for damages shall not be dependent upon fault.

如果产品不符合要求 (包括但不限于产品本身缺陷、产品所有权缺陷、不符合规格要求、延迟、错误和/或部分交货, 以及装配/安装不当或说明有缺陷) 或服务履行不当、延迟、错误或不完整, 以及发生其他违反义务的情况、包括但不限于本采购条件中规定的义务 ("**缺陷交付**"), 双立人享有所有的法定权利, 特别是要求补充履行、消除瑕疵、减少货款、撤销合同, 以及要求损害赔偿和费用补偿的权利 (具体由双立人酌情决定), 并且前述要求仅以双立人为受益人, 以及根据本采购条件的规定要求供应商补充和说明。在供应商已提供保证或担保的情况下, 损害赔偿 responsibility 不应取决于该供应商是否有过错。

(4) ZWILLING's obligation to inspect and give notice of defects shall be limited to defects which become apparent during ZWILLING's incoming goods inspection by outer inspection, including the delivery documents (e.g. transport damage, wrong delivery and short delivery) or which are recognizable during ZWILLING's quality control in the random sampling procedure. If acceptance has been agreed (e.g., for deliveries that involve the assembly of Goods at the point of use), there shall be no obligation to inspect. Otherwise, it shall depend on the extent to which an inspection is feasible in the ordinary course of business (in general 21 days after delivery), taking into account the circumstances of the individual case. ZWILLING's obligation to give notice of defects discovered later shall remain unaffected. Notwithstanding ZWILLING's duty to inspect, ZWILLING's notice of defect shall be deemed to have been given without undue delay and in due time if it is sent within 21 days from substantiated knowledge or, in the case of obvious defects, from delivery.

双立人对缺陷的检验和通知义务仅限于来货验收外检时发现的缺陷, 包括在交货单据 (如运输损坏、错误交付、短缺交付等) 或在随机抽样的双立人质量控制程序中发现的缺陷。如果产品交付已被确认 (例如涉及在使用地点组装产品的交付等), 双立人则没有义务进行检查。否则, 应视正常业务流程中检查的可行性而定 (一般情况为交运后 21 天), 同时还应考虑个别情况。对于后续发现的缺陷, 双立人发出缺陷通知的义务应当不受影响。尽管双立人有义务进行检查, 但若双立人在发现缺陷事实 21 天内发出, 或者在有明显缺陷的情况下从交付之日起 21 天内发出通知, 则应被视为无延误与及时发出。

(5) ZWILLING's right to subsequent performance shall also include removal of the defective Goods and re-installation, provided that the Goods were installed in another item or attached to another item in accordance with their type and intended use before the defect became apparent; ZWILLING's statutory claim to reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labor, inspections, penalties and material costs and, if applicable, removal and installation costs, shall be borne by the Supplier. ZWILLING's liability for damages in the event of an unjustified request for rectification of defects shall remain unaffected; in this respect, however, ZWILLING shall only be liable if ZWILLING recognized or was grossly negligent in not recognizing that there was no defect.

双立人的后续履行权利还应包括拆除缺陷产品和重新安装, 前提是在缺陷变得明显之前该产品已按其类型和预期用途安装或附加在另一件物品上; 双立人对相应费用 (拆除费和安装费) 的法定索赔不受影响。为检验和后续履行所花费的费用, 特别是运输、差旅、人工、检验、罚款和材料费用, 以及拆除和安装费用 (如适用), 应由供应商承担。即使是不合理的修理要求, 双立人的损害赔偿 responsibility 也不受影响; 然而, 在这方面, 双立人只有产品缺陷是出于双立人承认或严重疏忽未承认存在缺陷时, 双立人才承担责任。

(6) Notwithstanding ZWILLING's statutory rights and the provisions in para. 5, the following shall apply: If the Supplier fails to fulfil its obligation to provide subsequent performance - at ZWILLING's discretion by remedying the defect (subsequent improvement) or by delivering a Good or Service free of defects (replacement delivery) - within a reasonable period of time set by ZWILLING, ZWILLING may remedy the defect itself and demand reimbursement of the expenses required for this from the Supplier or a corresponding advance payment. If subsequent performance by the Supplier has failed or is unreasonable for ZWILLING (e.g., due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), the remedy of ZWILLING's right shall not be limited by the deadline of the performance; ZWILLING shall inform the Supplier of such circumstances without delay, if possible in advance.

根据双立人的法定权利和第（5）款的规定，以下情形将适用：如果供应商未在双立人规定的合理期限内完成后续履行的义务【根据双立人的判断，需要修理缺陷（后续改进）或提供无缺陷的产品或服务（替代交付）】，则双立人可以自行修理缺陷，并要求供应商偿还为此所花费的费用或支付的相应预付款。如果供应商未正确地完成后续履行义务或该履行对双立人而言是不合理的（例如由于紧急情形、操作安全风险或即将发生的不成比例的损害导致的），则双立人的救济权利不受履行期限的限制；如果可能的话，双立人应及时将此类情况提前通知供应商。

(7) In the event of a Defective Delivery ZWILLING shall be entitled to a lump-sum compensation of (i) 1% of the value of the respective delivery of Goods or Services for the first week that has elapsed until the Defective Delivery has been remedied (ii) 5% of the value of the respective delivery of Goods or Services in case 10 or more days have elapsed, (iii) 15% of the value of the respective delivery of Goods or Services in case one month or more has elapsed (iv) 25% of the value of the respective delivery of Goods or Services in case two month or more have elapsed until the Defective Delivery has been remedied. ZWILLING's right to rescind the agreement and/or assert further claims for damages shall remain unaffected, though the lump-sum compensation shall be offset against the damages. Acceptance of a Defective Delivery or Service shall not constitute a waiver of the right to assert a claim for the lump-sum compensation or other claims for compensation.

如果发生有缺陷的交付，双立人将有权获得一次性赔偿：(i)如缺陷交付在第一周内得到补救，为相应交付产品或服务价值的1%；(ii)在10天或以上的情况下，为相应交付产品或服务价值的5%；(iii)如缺陷交付过了一个月或更长时间，为相应交付产品或服务价值的15%；(iv)如缺陷交付过了两个月或更长时间，为相应交付产品或服务价值的25%。双立人解除协议和/或进一步要求损害赔偿的权利不受影响，但一次性赔偿应与损害赔偿相抵销。接受有缺陷的交付或服务不构成对一次性赔偿或其他赔偿权利的放弃。

(8) If not agreed otherwise within an AQL (accepted quality level), in the event of defects of the same type occurring in 5% or more of the delivered Goods ZWILLING shall be entitled to reject the entire delivery as being defective and to assert its rights under these COP in relation to the entire delivery.

在AQL（可接受的质量水平）中没有其他约定的情况下，如果交付产品中出现5%及以上的同类型缺陷，双立人将有权将其视为整体交付有缺陷并拒绝确认，并有权主张其在本采购条件项下与整体交付相关的权利。

Section 8 Supplier Recourse

第八条 供应商追索权

(1) ZWILLING shall be entitled to claim compensation from the Supplier for expenses which ZWILLING had to bear in relation to its customer without restriction in addition to the claims for defects. Without restricting ZWILLING's rights, ZWILLING shall in particular be entitled to demand exactly the type of subsequent performance (repair or replacement) from the Supplier that ZWILLING owes to its customer in the individual case; in the case of Goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates.

除质量缺陷的索赔外，双立人有权不受限制地就其必须承担的客户有关费用向供应商索赔。在不限双立人权利的情况下，尤其是在双立人后续应向客户继续履行（修理或更换）的个别情形下，双立人有权要求供应商继续履行；对于含有数字元素或其他数字内容的产品，也基于必要的更新而适用。

(2) If the condition of the Goods deviate from their requirements within one year of the transfer of risk to the end-consumer, it shall be presumed that the Goods were already defective at the time of the transfer of risk, unless this presumption is incompatible with the nature of the Goods or the defective condition. This shall not include deviations due to normal wear and tear in the ordinary course of use.

如果产品状况在风险转移给最终消费者后的一年内被发现不符合要求，则应推定产品在风险转移时已经存在缺陷，除非这种推定与产品性质或缺陷状况不符。这不包括在正常使用过程中由于正常磨损而造成的偏差。

(3) If, in the case of Goods with digital elements, the permanent provision of the digital elements is agreed in the contract of sale and if a condition of the digital elements that deviates from the contractual requirements becomes apparent during the period of provision or within a period of two years since the passing of risk to the end-consumer, it shall be presumed that the digital elements were already defective during the previous period of provision. (4) Before acknowledging or fulfilling a claim for defects asserted by ZWILLING's customer (including reimbursement of expenses as set out under paragraph (1)), ZWILLING shall notify the Supplier and request a Written statement, briefly explaining the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by ZWILLING shall be deemed to be owed to ZWILLING's customer. In this case, the Supplier shall have the burden of proof to the contrary.

在产品包含数字元素的情况下，如果销售合同中明确约定了将永久提供数字元素，那么在提供期间或自风险转移至最终消费者后两年内，数字元素的状况明显偏离合同要求，则应推定数字元素在前一个提供期间已经存在缺陷。在

承认或履行双立人的客户提出的缺陷索赔【包括第(1)款规定的费用补偿】前，双立人应通知供应商并要求其提供书面声明，简要说明事实。如在合理期限内供应商未提供证据确凿的声明，且未达成友好解决方案，则应将双立人实际批准的缺陷索赔视为对双立人客户的欠款。在此情况下，供应商应承担相反的举证责任。

(4) ZWILLING's claims from supplier recourse shall also apply if the defective Goods have been combined with another product or further processed in any other way by ZWILLING, ZWILLING's customer or a third party, e.g., by installation, attachment or assembly.

即使有缺陷的产品被双立人、双立人的客户或第三方以任何其它方式（如安装、附加或装配）与其它产品组合或进一步加工，双立人对供应商的追索权也应适用。

Section 9 Producer Liability, Indemnification

第九条 生产商责任和赔偿

(1) In case of a Defective Delivery the Supplier shall indemnify ZWILLING against third-party claims to the extent that the cause of the damage lies within the Supplier's sphere of control and organization.

在交付产品存在缺陷的情况下，供货方应就第三方的索赔向双立人作出赔偿，只要损害是由于供应商控制与组织原因造成。

(2) Within the scope of its indemnification obligation, the Supplier shall also reimburse expenses for reasonable measures arising from or in connection with a claim by a third party including recall actions carried out by ZWILLING or its customers. ZWILLING shall inform the Supplier about the content and scope of recall measures - insofar as possible and reasonable - and give the Supplier the opportunity to comment. Further legal claims of ZWILLING and/or its customers shall remain unaffected.

在其赔偿义务的范围内，供应商还应支付因第三方索赔（包括由双立人或其客户实施的召回行动）而产生的或与之相关的合理措施的费用。双立人应尽可能合理地将召回措施的内容和范围告知供应商，并给予供应商发表意见的机会。双立人和/或其客户依法主张进一步损害赔偿的权利将不受影响。

(3) The Supplier shall take out and maintain product liability insurance as well as a product recall/product protection insurance with a lump sum coverage of at least EUR 10 (ten) million per personal injury/property damage.

供应商应投保产品责任险和产品召回/保护险，单次人身伤害/财产损失的总赔付额至少为壹仟万欧元。

Section 10 Product Data

第十条 产品数据

(1) The Supplier shall provide ZWILLING accurate product data and specification of the Goods as required in particular for the fulfilment of product or environmental compliance management obligations or any applicable law, regulation or provision in connection with an extended producer responsibility and such data and specification of the Goods requested by ZWILLING. ZWILLING shall not be obliged to verify the product data provided by the Supplier, and can forward it directly to any third party, including customers and authorities.

供应商应根据双立人的要求，向双立人提供准确的产品数据与产品规格要求，尤其是为履行产品或环境合规管理义务、或与扩展生产商责任相关的任何适用的法律、法规和规定的要求。双立人无义务对供应商提供的产品数据进行核实，并可将其直接转发给任何第三方，包括客户和政府部门。

(2) For a period of at least 5 years from the date of each shipment of a Good, the Supplier agrees to keep complete records of the manufacture, product data, storage and shipment of the Goods and, upon ZWILLING's request to make these records available.

自每次产品装运之日起至少5年内，供应商同意保留产品制造、产品数据、储存和装运的完整记录，并应双立人的要求提供这些记录。

Section 11 Samples

第十一条 样品

(1) The Supplier shall first produce pre-production samples of all Goods and submit them in quantities sufficient for performing quality control (at least five sets) free of charge for ZWILLING's approval at the latest eight weeks before start of production. At ZWILLING's request, the Supplier shall provide additional information and documentation free of charge to enable ZWILLING to satisfy itself of compliance with all Specifications.

供应商应先生产所有产品的产前样品，并最晚在生产前 8 周向双立人免费提供质量测试所需的充足数量的样品（至少 5 套）供双立人确认。如双立人需要，供应商应免费提供额外信息和文件，以便双立人确认产品能符合所有的规格要求。

(2) The Supplier is not entitled to start serial production before ZWILLING's written approval to the pre-production samples.

在双立人书面确认产前样品前，供应商无权启动生产。

(3) For the avoidance of any doubt, ZWILLING's approval to the samples does not exempt Supplier from any of its responsibilities and liabilities under applicable law and/or under these COP nor does it limit any of ZWILLING's rights under these COP or according to applicable law.

为免疑义，双立人的样品确认并不会免除供应商在适用法律和/或本采购条件项下的任何责任与义务，亦不会限制双立人在本采购条件或适用法律下的任何权利。

(4) After ZWILLING confirmed the specifications of the respective samples the Supplier shall ensure that the respective Goods are of a uniform and consistent quality according to the approved pre-production samples and Specifications.

在双立人确认各样品的规格要求后，供应商应根据所确认的样品生产，并确保其与双立人确认的样品质量一致。

(5) At ZWILLING's request, the Supplier shall submit samples of an on-going production of the Goods (hereinafter referred to as "Production Samples") to ZWILLING in reasonable intervals for quality control. Such Production Samples shall be provided in quantities sufficient for performing quality control and free of charge. At ZWILLING's request, Supplier shall provide additional information and documentation free of charge to enable ZWILLING to satisfy itself of compliance with all Specifications.

如双立人要求，供应商应在合理的期间内向双立人提交现行生产产品的大货样品（以下简称“大货样品”），以便进行质量控制。供应商应免费提供该等大货样品，并保证数量充足，以便执行相应的质量控制。如双立人要求，供应商应免费提供额外信息和文件，以便双立人确认产品可以符合所有的规格要求。

(6) In case a Production Sample does not comply with applicable statutory provisions and/or differs from the approved quality specifications and/or the samples approved by ZWILLING, Supplier shall immediately inform ZWILLING in writing. In case the afore described default is detected by ZWILLING, it shall immediately inform Supplier in writing. Supplier shall then provide for rectification. If Supplier does not achieve rectification for the respective Good within a period of 60 days after aforementioned notification, ZWILLING shall be entitled to fully or partially terminate the contractual relationship with Supplier without observing a further notice period.

如果大货样品不符合所适用的强制法律规定和/或不同于所确认的产品质量标准 and/或双立人所确认的样品，供应商应立即书面通知双立人。如果双立人查明属实，会立即书面通知供应商。供应商应立即进行整改。如果供应商未在前述通知后的六十日期限内完成产品整改，那么，双立人有权（无需发出进一步通知）全部或部分终止与供应商的合同关系。

Section 12 Third Party Property Rights

第十二条 第三方知识产权

(1) The Supplier guarantees that the Goods delivered are not subject to any third party rights or claims in the country of destination, in particular third party rights based on industrial property rights or other intellectual property rights such as but not limited to patent rights, know how, designs, copyrights, trademarks, trade dress, trade secrets, hereinafter "Property Rights". If the country of destination is not stated separately in the order, then it is the same as the delivery address provided.

供应商保证交付的产品在目的地不受任何第三方权利或索赔的约束，特别是基于工业产权或其他知识产权的第三方权，但不限于专利权、专门知识、外观设计、商标、商业外观、商业秘密（以下简称“知识产权”）。如果未在订单中单独注明目的地国家，则目的国应为订单上注明的交货国。

(2) Should a third party file a claim against ZWILLING for breach of any third party Property Rights, then the Supplier shall be obliged to indemnify and hold harmless ZWILLING against such claims, provided the claimed breach of Property Rights falls within the Supplier's area of responsibility. This indemnification obligation shall be met upon ZWILLING's first Written request.

如果第三方就侵犯知识产权向双立人提起索赔，若供应商对侵犯知识产权负有责任，供应商有义务赔偿并使得双立人免受该等损失。该赔偿义务在双立人首次书面要求时即应当履行该赔偿义务。

(3) The Supplier's indemnification obligation shall extend to any expenses that should accrue to ZWILLING in connection with the assertion of a claim by a third party and which ZWILLING should deem to be necessary. Any further claims arising from a Defective Delivery shall remain unaffected hereby. ZWILLING shall not lose its entitlement to indemnification and/or legal remedies by virtue of the fact that ZWILLING omitted to respectively notify the Supplier.

供应商的赔偿义务应延伸至双立人因第三方索赔而发生的（包括双立人认为所需要的）一切费用。任何因交付缺陷而引起的进一步索赔将不受影响。双立人不会因未通知供应商而丧失其获得赔偿和/或法律救济的权利。

Section 13 ZWILLING's Property Rights

第十三条 双立人的知识产权

(1) The Supplier undertakes to respect ZWILLING's Property Rights and to avail itself of them exclusively for supplies to ZWILLING.

供应商承诺尊重双立人的知识产权，并仅将其用于向双立人提供产品。

(2) The Supplier undertakes to refrain from filing an application for any Property Rights, internet domains, social media channels, hashtags etc. in its name that might infringe ZWILLING's Property Rights. The Suppliers further undertakes not to challenge any of ZWILLING's Property Rights.

供应商承诺不以其名义提出任何可能侵犯双立人知识产权、互联网域名、社交媒体渠道、标签等的申请。供应商进一步承诺，不对双立人的任何知识产权提出质疑。

(3) If not agreed otherwise with the Supplier in Writing ZWILLING reserves the Property Rights to all illustrations, drawings, calculations, pictures, samples, moulds, tools, documents, data etc. in connection with the Goods, Services and these COP, whether electronic or in any other form, including any copies thereof (hereinafter referred to as "Information"); Supplier shall ensure that they will be kept confidential and that third parties will not get access to them without ZWILLING's prior Written consent. The Information shall be used exclusively for production and delivery of the Goods and the performance of the Services.

如未与供应商另行达成书面协议，双立人将保留与产品、服务以及本采购条件相关的任何插图、图纸、计算、图片、样品、模具、工具、文件、数据等的知识产权，无论是电子还是任何其他形式，包括其任何副本（以下简称“信息”）；供应商保证对信息保密，且未经双立人事先书面同意，第三方将不会获取该等信息。信息应仅用于产品的生产、交付以及服务的履行。

(4) The Supplier shall use ZWILLING's Property Rights strictly pursuant to ZWILLING's requirements and for ZWILLING only. Any supply of goods using ZWILLING's Property Rights to third parties –without ZWILLING's prior written consent- is strictly prohibited.

供应商应严格按照双立人的要求，仅为双立人之目的使用双立人的知识产权。未经双立人的事先书面同意，严禁向第三方提供使用了双立人知识产权的产品。

(5) The Supplier warrants that it shall manufacture the Goods strictly in accordance with the quantity described in ZWILLING's order and deliver all the Goods to ZWILLING or if the order indicates a deviating place of delivery, the place of delivery indicated in the order. – If not agreed otherwise in Writing with ZWILLING, the quantity of the Goods manufactured by the Supplier shall not exceed the quantity ordered by ZWILLING if such Goods involve ZWILLING's Property Rights, regardless of whether the Supplier uses tools stated under Section 15 (Tools), or lay-outs, lay-out sizes, print patterns, function of use etc. containing ZWILLING's Property Rights. The same applies in case such goods have the same or similar appearance as the Goods ordered by ZWILLING. In this case Supplier's behaviour shall be regarded as an infringement to ZWILLING's Property Rights and shall -in addition to ZWILLING's rights as defined in these COP- be subject to criminal or administrative penalties by relevant government authorities.

供应商保证将其严格按照双立人订单所确定的数量生产产品，并将该等产品全部交付给双立人或订单中指明的交货地点。未经双立人的事先书面同意，或未与双立人另行达成书面约定，供应商生产产品的数量不得超过双立人订购的数量，如果该产品涉及双立人的知识产权，无论供应商是否使用了第十五条（模具）所述的模具，或含有双立人知识产权的设计样式、设计尺寸、印刷图形或使用功能等，均应当按照本采购条件第十七条的规定承担责任。该等产品与双立人所订购的产品在外观相似或完全一致的情形下，亦适用前述规定。在此情况下，除双立人将按本采购条件中的定义享有权利外，供应商的行为将被视为侵犯了双立人的知识产权，而受到相关政府部门的刑事或行政处罚。

(6) The Goods which exceed the ordered quantity but are approved by ZWILLING shall be kept in a specific area. The Supplier shall record the storage location and situation with photos and videos, make the corresponding list of inventory and submit it to ZWILLING on a regular basis and upon ZWILLING's request. ZWILLING is entitled to assign staff to check the Goods in Supplier's location. If the Supplier's actual inventory quantity is not consistent with ZWILLING's inventory quantity prepared by the Supplier, the Supplier is obliged to provide the relevant explanations concerning the discrepancy, which shall be subject to the confirmation by ZWILLING. The Supplier shall not assign or sell to any third party the Goods that exceed the quantity required by ZWILLING. If Supplier cannot provide evidence that the afore mentioned inconsistencies are in compliance with these COP or further written agreements with ZWILLING or if the Supplier assigns or sells such Products to any third party, Supplier shall be liable in accordance with Section 17 (Penalty).

对于经双立人确认的超过订单数量的产品，供应商应将其存放在特定区域，并将产品存放地点和存放状况以照片和摄像的方式记录下来并制作相应的库存清单，定期交双立人存档。双立人有权随时指派人员至供应商场地清点该产品。如发现供应商的实际库存数量与由供应商交付双立人的库存数量不一致，供应商有义务就该差异作出相关解释，该解释应得到双立人的确认。该等超过订单数量的产品，供应商不得将其转让或销售给第三方。如供应商无法解释前述不一致是符合本采购条件或与双立人签订的进一步书面协议，或供应商将该等产品转让或出售给第三方，则供应商应根据第十七条（罚金）的规定承担责任。

(7) The Supplier shall take effective measures to prevent the Goods from theft. In case of any theft, the Supplier shall notify ZWILLING in writing (and provide the relevant report submitted to the government authorities within two calendar days).

供应商应采取有效措施防止产品被盗。在发生盗窃的情况下，供应商应书面通知双立人（并在两个日历日内向政府部门提交相关报告）。

(8) The Supplier guarantees that if the Goods manufactured by the Supplier fail to meet the Specifications and are regarded as disqualified Goods, the Supplier shall destroy such Goods without undue delay. ZWILLING is entitled to designate representatives to supervise the whole process of destruction. If ZWILLING fails to designate its representative to supervise the destruction, the Supplier shall record the whole process of destruction on video and send the video within 3 working days after the destruction to ZWILLING.

供应商保证，如果供应商生产的产品不符合规格要求并被视为不合格产品，供应商将立即销毁该等产品。双立人有权派员监督整个销毁过程。如果双立人未能指定其代表监督销毁，供方商应将销毁全过程录像，并在销毁完成后的三个工作日内将录像发送给双立人。

(9) Supplier shall inform ZWILLING on a regular basis on its inventory of the Goods. ZWILLING is entitled to designate a representative to the Supplier's site to check the inventory, and supervise the packaging process at any time. If the Supplier's actual inventory quantity is not consistent with the number of inventory delivered to ZWILLING the Supplier is obliged to provide reasonable explanations and provide evidence that the afore mentioned inconsistencies are in compliance with these COP or further written agreements with ZWILLING. In any case, ZWILLING is entitled to require the Supplier to hand out free of charge the excess Goods at any time.

供应商应定期向双立人通报其产品库存情况。双立人有权随时指派一名代表到供应商的现场清点库存，监督供应商的包装过程。如果供应商的实际库存数量与交付给双立人的库存清单数量不一致，供应商有义务提供合理的解释，并提供证据证明上述不一致符合本采购条件或与双立人的进一步书面协议。在任何情况下，双立人有权随时要求供应商免费交出多余的产品。

(10) If the Supplier is authorized by ZWILLING to purchase any Goods or components of the Goods, the Supplier shall order them at reasonable quantity based on the actual number of ZWILLING's orders, and regularly submit the copies of the purchase orders of such Goods, the use and consumption situation as well as the list of inventory to ZWILLING. If ZWILLING finds that the Supplier's actual inventory quantity is not consistent, the Supplier is obliged to provide the relevant reasonable explanations and evidence that the afore mentioned inconsistencies are in compliance with these COP or further written agreements with ZWILLING.

如若双立人授权供应商采购任何产品或产品部件，供应商需根据双立人实际订单数量做合理采购，并定期向双立人提交该等产品使用消耗情况、库存清单和采购订单副本。如果双立人发现供应商的实际库存数量与双立人的库存清单不一致，供应商有义务提供相关的合理解释和证据，证明上述不一致符合本采购条件或与双立人签订的进一步书面协议。

(11) The Supplier shall not provide any Goods or semi-finished Goods to any third party, whether with consideration or not.

供应商不得将任何双立人的产品或半成品有偿或者无偿地提供给第三方。

(12) The Supplier is not entitled to make reference to ZWILLING, e.g. by using pictures of the Goods in their manual, leaflet, website, catalogue or other advertising material of the Supplier. The Supplier is not entitled to introduce itself as one of the Suppliers of ZWILLING.

供应商无权在其宣传手册、传单、公司网站、目录或其他的广告材料使用的产品图片中提及双立人。供应商无权对外介绍自己为双立人的供应商之一。

(13) The Supplier confirms that protecting ZWILLING's Property Rights conforms to the interests of both parties. If the Supplier becomes aware of any behaviour that may infringe ZWILLING's Intellectual Property, it shall notify ZWILLING immediately.

供应商确认，保护双立人之知识产权符合双方的利益。如果供应商意识到任何可能侵犯双立人知识产权的行为，则应立即通知双立人。

(14) If the Supplier receives any offer products identical to or entail a risk of confusion with the Goods, the Supplier shall immediately notify ZWILLING. ZWILLING shall have the right to request the Supplier to deny or cancel such offer. In case the If the Supplier is in doubt whether a product might be identical to or entail a risk of confusion with the Goods it shall notify ZWILLING immediately so that ZWILLING can make the final decision.

如果供应商收到任何与产品相同或有可能与产品混淆的产品要约/报价，应立即通知双立人。双立人有权要求供应商拒绝或取消该要约/报价。如果供应商对某一产品是否可能与双立人产品相同或存在混淆风险存有疑虑，则应立即通知双立人，以便双立人作出最终决定。

(15) ZWILLING has strong interest in its Property Rights to be used solely in accordance with and within the scope defined in these COP. Supplier shall thus be liable in accordance with Section 17 (Penalty) in case:

双立人对本采购条件规定范围内的知识产权非常重视。因此，如出现以下情况，供应商应承担第十七条规定的责任：

a) Supplier derives any rights from the use of ZWILLING's Property Rights against ZWILLING,

供应商使用双立人知识产权衍生出针对双立人的任何权利；

b) attacks ZWILLING's Property Rights, in particular trademarks and design rights, or instigates or supports such attacks by third parties, or

攻击双立人的知识产权，特别是商标和设计权，煽动或支持第三方的攻击对双立人知识产权的攻击，或

c) files any applications for or uses any Property Rights for any products or services which are identical to or entail a risk of confusion to the Goods, or ZWILLING's Property Rights without ZWILLING's prior written consent.

未经双立人事先书面同意，供应商就与双立人知识产权相同或可能与双立人知识产权产生混淆的产品或者服务的知识产权提出申请或进行使用。

Section 14 Retention of Title

第十四条 权利保留

(1) Title to the delivered Goods transfers to ZWILLING upon handover. Retention of title of Supplier in relation to the delivered Goods shall not be recognized.

在产品移交给双立人时，产品所有权转移至双立人。双立人对供应商对已交付货物保留所有权不予承认。

(2) Insofar as ZWILLING provides the Supplier with parts of the Goods, ZWILLING retains title thereto. Processing or modification by the Supplier shall be undertaken on behalf of ZWILLING. If Goods to which ZWILLING retains title are processed with other items that do not belong to ZWILLING, ZWILLING shall acquire joint title to the new items in the ratio of the value of the Goods subject to retention of title to the value of the processed items at the time of the processing.

若双立人向供应商提供产品部件，双立人保留其所有权。供应商需以双立人名义对产品进行加工以及改造。若生产过程中双立人保留所有权的物品与非双立人所有的物品一起进行加工，则双立人获得新产品的共同所有权。所有权比例以生产过程中投入的双立人所有物品价值与成品价值比例为准。

(3) If items supplied by ZWILLING are inextricably mixed with other items that do not belong to ZWILLING, ZWILLING shall acquire joint title to the new items in the ratio of the value of the Goods subject to retention of title to the other items in the mix at the time of the mixing. If the mixing takes place in such a way that the Supplier's items are to be regarded as the main items, then it shall be deemed to be agreed that the Supplier shall transfer joint title to ZWILLING on a pro rata basis; the Supplier shall hold the sole title or joint title on behalf of ZWILLING.

若双立人提供的物品和非双立人所有的物品混合不可分割的，双立人获得新产品的共同所有权，比例应结合混合过程中投入的双立人所有的物品价值与其他物品的价值的比例来确定。如生产过程中，供应商提供的物品成为新产品的主要组成部分，双方约定，供应商需将成品共同所有权按比例转移给双立人；供应商将以双立人的名义持有单一所有权或者共同所有权。

Section 15 Tools

第十五条 模具

(1) In case ZWILLING provides the Supplier with or pays for any tools used for the manufacturing of the Goods ZWILLING shall be and remains the sole owner of the tools, its construction data and/or any other data in connection with the tools. The tools shall be stored by the Supplier free of cost for ZWILLING. The Supplier shall have no rights or interests in the tools, even if the repair and maintenance costs are borne by the Supplier.

如果双立人向供应商提供制造所需的任何模具或支付相应款项，模具的所有权、模具的制造数据和/或其他任何与模具相关的数据均归双立人享有，双立人为该模具的唯一产权所有人。该模具由供应商为双立人无偿保管。模具使用过程中，即使供应商承担修理和维修费，供应商仍对该模具不享有任何权益。

(2) The Supplier guarantees that the tools shall only be used for the purpose agreed by ZWILLING in Writing; the tools provided by ZWILLING to the Supplier may neither be sold, mortgaged, assigned, pledged or otherwise forwarded to third parties without ZWILLING's prior Written consent, nor may they be used in any way for third parties or for Supplier's own purposes. The Supplier shall inform ZWILLING immediately if the tools are distrained or confiscated or the like. In case of breach of this provision the Supplier shall be liable in accordance with Section 17 (Penalty).

供应商承诺只能将模具用于双立人书面同意的目的；并且，未经双立人的事先书面同意，该等双立人向供应商提供的模具不得向第三方出售、抵押、转让、质押或以其他方式交给第三方，亦不得以任何方式将其用于任何第三方或用于供应商自有目的。如该等模具出现被扣押、被没收或其他类似情况，则供应商应立即通知双立人。在违反该条款的情形下，供应商将根据第十七条的规定承担责任。

(3) Upon ZWILLING's request, the Supplier is obliged to hand out the tools as well as the construction data and/or any data in connection with the tools. This data is subject to Section 20 (Confidentiality).

根据双立人的要求，供应商有责任提供模具及其制造数据、和/或其他任何与模具相关的数据。这些数据应受到第十九条（保密条款）的约束。

(4) Further details shall be subject to a respective tool agreement and/or the respective purchase order.

更多细节应根据相应的模具协议和/或相应的采购订单而定。

Section 16 Sub-contractors

第十六条 分包商

(1) The appointment of sub-contractors requires ZWILLING's prior Written consent.

供应商在经双立人事先书面同意的情况下，方可使用分包商。

(2) Sub-contractors (if any) approved by ZWILLING shall be bound by the same obligations assumed by the Supplier and the Supplier shall ensure that such sub-contractors adhere to the terms and conditions of these COP as well as other supplemental agreements concluded with the Supplier.

双立人批准的任何分包商（如有）应与供应商承担相同义务，并且，供应商应促使该等分包商遵守本采购条件中的各项条款和条件，以及双立人与供应商签订的其他任何补充协议。

(3) The Supplier shall be exclusively and fully responsible and liable for its sub-contractors.

仅应由供应商应对此全权负责并承担分包商所负的全部责任。

(4) The Supplier shall comply with all applicable legislation, including but not limited to its tax, social, accountancy, commercial and corporate duties towards both itself and its sub-contractors.

供应商应遵循所适用的法律，履行其自身及确保其分包商履行包括但不限于税法、社会、会计、商业和公司的责任。

Section 17 Penalty

第十七条 罚金

In case of any default or breach as specified under Section 13, 14, 16 and 17 the Supplier shall pay a penalty in the amount of CNY 1,000,000.00 to ZWILLING, and ZWILLING shall be entitled to fully or partially terminate the contractual relationship with Supplier with immediate effect. ZWILLING's right to assert further claims for damages remains unaffected, though the contractual penalty shall be offset against them.

如果出现第十三条、十四条、十六条和十七条规定的违约情形，供应商应向双立人支付共计人民币1,000,000.00元的罚金，并且，双立人有权立即全部或部分终止与供应商之间的合同关系。尽管合同罚金可以用来冲抵损害赔偿，但双立人主张进一步损害赔偿的权利不受影响。

Section 18 Compliance with Social and Environmental Standards

第十八条 遵守社会和环境守则

(1) ZWILLING is committed to socially and environmentally responsible corporate governance as set out in detail within the ZWILLING Supplier Code of Conduct included in the VMS or available at www.zwilling.com/compliance. The Supplier shall therefore comply at all times during the existence of the contractual relationship with ZWILLING with all stipulations of the ZWILLING Supplier Code of Conduct as updated by ZWILLING from time to time. The Supplier herewith confirms knowledge and acceptance with the current ZWILLING Supplier Code of Conduct.

双立人致力于对社会和环境负责的公司治理，如VMS中包含的双立人供应商行为准则或www.zwilling.com/compliance中详细规定的那样。因此，在与双立人的合同关系存续期间，供应商应始终遵守由双立人不时更新的《双立人供应商行为准则》中的所有规定。供应商在此承诺并确认接受双立人现行的《供应商行为准则》。

(2) ZWILLING is member of the amfori Business Social Compliance Initiative (BSCI). As long as ZWILLING is a BSCI member and in case the Supplier is in scope of BSCI, the contractual relationship with the Supplier shall additionally be subject to the amfori BSCI Code of Conduct as amended from time to time. Notwithstanding its obligation under paragraph (1), in this case the Supplier also agrees to comply with the BSCI Social Standards and submits itself to the procedures defined by BSCI.

双立人是商界社会责任倡议组织（amfori BSCI）的一员，只要双立人还是 BSCI 的成员，且供应商也在 BSCI 的范围内，则双立人与供应商的合同关系还应额外遵守不时修订的 BSCI 行为准则。尽管有第(1)款规定的义务，在此情况下，供应商亦同意遵守 BSCI 社会守则与规定的程序。

(3) Without prejudice to the provisions sub Section 18, (1) and (2), the Supplier confirms and guarantees as regards its (foreign) employees: (i) that all foreign employees (shall) comply at all time during the entire term of the contractual relationship with ZWILLING with the statutory obligations for access to and stay on the country of performing their work, (ii) that it does not and will not employ any illegal foreigners, (iii) to provide ZWILLING -upon ZWILLING's request- with any document which shows the correct joining in with and the payment of the applicable social security-system.

在不影响第十八条的第（1）和（2）的前提下，供应商确认并保证其（外籍）雇员：(i)在与双立人的整个合同关系期间内，所有的外籍员工均应遵守进入和停留在其所工作国家的法定义务；(ii)目前没有且将来也不得雇佣任何非法的外籍员工；(iii)应根据双立人的要求，向双立人提供任何证明其合法参与并缴纳所适用的社会保障体系的文件。

(4) The Supplier shall fully comply with the duties on the well-being of workers. To this effect, the Supplier shall observe and shall make sure its employees rendering the Services to ZWILLING shall observe all applicable safety instructions, policies and guidelines. In case of non-compliance by the Supplier or said employees, ZWILLING is entitled to take the necessary measures at the expense of the Supplier.

供应商应充分履行有关雇员社会福利的义务。为此，供应商应遵守并确保其向双立人提供服务的雇员遵守所有适用的安全指示、政策与准则。如若供应商或上述员工未遵守相关合规义务，双立人有权采取必要的措施，费用由供应商承担。

Section 19 Confidentiality

第十九条 保密条款

(1) In addition to its obligations in accordance with Section 13 (3), the Supplier undertakes to treat all information arising from and in connection with the business relationship with ZWILLING as strictly confidential. This also applies to the business relationship itself. In all other respects, the Non-Disclosure Agreement concluded between the Parties and -if applicable- included in the VMS remains in force for the term of the contractual relationship with ZWILLING and for at least 5 years after its termination.

除承担第十三条第（3）款的义务外，供应商还承诺对因与双立人的业务关系产生并与之相关的所有信息严格保密。这种保密义务也适用于业务关系本身。在所有其他方面，双方之间在VMS系统中达成的保密协议（如果适用的话），在与双立人的合同关系期间以及合同终止后至少5年内仍然有效。

(2) The confidentiality applies in particular to the VMS and all information included in the VMS. The Supplier is therefore obliged to keep the access and the content of the VMS confidential and to make it accessible only to those company staff who require direct and immediate access ("need-to-know principle"). The Supplier shall observe in particular but not limited the following:

该保密义务特别适用于VMS系统和VMS系统中包含的所有信息。因此，供应商有义务对VMS系统的访问和内容保密，并仅允许需要直接访问系统的公司员工访问（“需要知道原则”）。供应商应特别遵守包括但不限于以下的约定：

(a) Impose a special duty of confidentiality on employees and sub-contractors;

要求其员工和分包商保密；

(b) Change the VMS password regularly - at least every 3 months, and without delay on an ad hoc basis (e.g., in the event of non-priority security incidents) or at the request of ZWILLING;

定期更改VMS系统的密码，至少每三个月更改一次，且应双立人的要求或在发生临时情况（例如发生非优先级安全事件时）时立即更改；

(c) Immediately block access in the event of priority security incidents (e.g., attacks)

在发生优先级安全事件（例如攻击）时立即屏蔽系统访问；

(d) Immediately inform ZWILLING in Writing if an authorised person leaves the company or is no longer assigned to the respective project).

如果被授权人离职或不再参与此项目，立即以书面方式通知双立人。

(3) The Supplier is obliged to inform ZWILLING immediately of any security incidents and measures according to the aforementioned paragraphs.

发生任何安全事件或采取任何措施时，供应商有义务根据上述条款立即通知双立人。

Section 20 Termination

第二十条 合同终止

(1) If not agreed otherwise in a separate agreement, the contractual relationship shall run for an indefinite period of time. It can be fully or partially terminated by ZWILLING without cause within a period of four weeks. However, any orders placed by ZWILLING until the end of the termination period, shall be handled according to the COP as well as any additional agreements concluded between the parties. It can be terminated by the Supplier within a minimum period of six months' notice unless a longer termination is required in order to avoid special hardship for ZWILLING, e.g. due to the investments made by ZWILLING or the time required to find a suitable replacement.

如未另行约定，本合同为不定期限的合同。双立人可以提前四周无任何理由地完全或部分终止此合同。但是，在合同终止前，双立人下的任何订单都将按照采购条件以及双方签订的任何附加协议进行处理。供应商可以终止本协议，但为避免给双立人造成特殊困难（例如考虑到双立人的投资或寻找合适替代者），一般应至少提前六个月通知。如果有其他规定，还需要提前更长的时间。

(2) ZWILLING shall be entitled to fully or partially terminate the contractual relationship with the Supplier without notice for good cause. Good cause shall be deemed to exist in particular:

在有正当理由的情况下，双立人有权全部或部分终止与供应商的合同关系，下列情形被视为正当理由：

(a) if the Supplier gets into financial difficulties, becomes insolvent, an application for the opening of insolvency proceedings has been filed against the Supplier, such an application has been rejected due to a lack of assets, enforcement proceedings against

the Supplier have been unsuccessful, or enforcement measures against the Supplier have been initiated and have not been revoked within a month (e.g., setting aside of a seizure);

如果供应商陷入财务困境、资不抵债、被申请破产、该破产申请因缺乏资产而被驳回、针对供应商的强制执行程序未获成功、或针对供应商的执行措施已启动且在一个月內未被撤销（例如撤销扣押）；

(b) if the Supplier is in breach of Section 13 (1), (5), (6) (Property Rights), 15 (2) (Tools), 16 (1), (2) Sub-Contractors, 18 (Compliance with Social and Environmental Standards) and/or 20 (Confidentiality);

如果供应商违反了第十三条第(1)、(5)、(6)款（知识产权），第十五条第(2)款（模具），第十六条第(1)、(2)款（分包商），第十八条（遵守社会和环境守则）和/或第十九条（保密协议）的约定；

(c) in case of Defective Delivery, though only after a period set for remedial action has expired to no avail, unless this is, exceptionally, unnecessary;

在交付缺陷时，在规定的补救措施期间届满后所采取补救措施仍无效果，除非是出于特殊情况没必要采取补救措施；

(d) in case the Supplier materially and/or constantly breaches its contractual obligations.

如果供应商严重和/或持续违反其合同义务。

(3) Upon termination the Supplier shall

合同终止时，供应商应：

- stop producing Goods or providing Services except for those related to orders placed before the end of the respective contractual relationship;
- 停止生产产品或提供服务，但合同关系终止前下达的订单除外；
- upon ZWILLING's request, provide ZWILLING without undue delay with all Information related to the Goods and Services provided by ZWILLING and/or including ZWILLING's Property Rights;
- 应双立人的要求，立即向双立人提交与双立人提供的产品和服务相关的所有信息和/或其中包含的双立人知识产权；
- upon ZWILLING's request destroy or hand out to ZWILLING without undue delay all remaining Goods (overproduction), tools in accordance with Section 15.
- 应双立人的要求，立即销毁或移交双立人所有的剩余产品（超额生产的）和根据第十五条保管在供应商处的模具。

(4) The following provisions shall continue in force after termination or expiration of the contractual relationship with Supplier until they have become time barred, Section 7 (Liability, Defective Delivery, Inspection of Goods), Section 8 (Supplier Recourse) Section 9 (Producer Liability, Indemnification), 10 (Product Data), 12 (Third Party Property Rights), 13 (ZWILLING's Property Rights), 15 (3) (Tools), 16 (Sub-Contractors), 20 (Confidentiality), and any other clause required to give effect to the intention of the parties shall continue in effect and be binding upon the parties (e.g. special agreements on delivery of spare parts, repair Services etc.).

以下条款在与供应商的合同关系终止或到期后继续有效并对双方具有约束力，直至其到期为止：第七条（责任，交付缺陷和产品验收），第八条（供应商追索权），第九条（生产商责任和赔偿），第十条（产品数据），第十二条（第三方知识产权），第十三条（双立人的知识产权），第十五条第(3)款（模具），第十六条（分包商），第十九条（保密条款），以及为实现双方意图所需的任何其他条款（例如关于备件交付、维修服务的特别协议等）。

Section 21 Final provisions

第二十一条 总结条款

(1) Annexes, schedules, individual agreements or comparable documents included in the VMS or otherwise provided to the Supplier in particular those related to Specifications ("Annexes") form an integral part of the COP. In case of discrepancies or collisions between clauses of the COP and its Annexes the Annexes shall prevail.

VMS系统中包含的或以其他方式提供给供应商的附件、附表、单独协议或类似文件，特别是与规范相关的文件（“附件”）均构成采购条件的组成部分。如果采购条件与其附件之间存在差异与冲突，应以附件为准。

(2) The Supplier may not assign its rights and obligations in whole or in part without ZWILLING's prior Written consent. ZWILLING shall be permitted to assign its rights and obligations to its majority owned affiliated companies.

未经双立人事先书面同意，供应商不得全部或部分地转让其权利和义务。双立人有权将其权利和义务转让给其控股的关联公司。

(3) Should any provision of these COP be or become, either in whole or in part, void, ineffective or unenforceable, then the validity, effectiveness and enforceability of the other provisions of these COP shall remain unaffected thereby. To the extent permitted by law, any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as most

closely reflects the economic intent and purpose of the invalid, ineffective or unenforceable provision regarding its subject-matter, scale, time, place and scope of application. The aforesaid rule shall apply mutatis mutandis to any gap that may be found to exist in these COP.

如本采购条件的任何条款全部或部分无效或不可执行，本采购条件其他条款的有效性和可执行性将不受影响。在法律允许的范围内，任何该等无效或不可执行的条款应由就条款的主题、规模、时间、地点和适用范围最能反映其经济意图和目的的、有效的和可执行的条款所取代。前述规则应比照适用于本采购条件中可能存在的任何缺陷。

(4) The exclusive place of jurisdiction for any disputes arising in connection with agreements to which these COP apply shall be Shanghai. However, ZWILLING shall be entitled to bring actions against the Supplier before another competent court, in particular at the place of the Suppliers registered office.

因采购条件下协议适用而产生的任何争议的专属管辖地为上海。但双立人有权向另一家有管辖权的法院，特别是供应商所在地的法院提起诉讼。

(5) The entire legal relationship between the Supplier and ZWILLING shall be governed by the law of the Peoples' Republic of China.

供应商与双立人之间的所有法律关系均受中华人民共和国法律的管辖。

(6) The CPF is written in both Chinese and English, in the event of a conflict between the two languages, Chinese shall prevail.

本协议内容以中英双语书就，两者文意发生冲突时，应当以中文为准。

We hereby accept these General Terms and Conditions of Purchase and their validity for all future transactions with ZWILLING J.A. HENCKELS AG and its affiliates:

我们特此接受该一般采购条款和条件以及其对于与双立人进行的未来所有交易的有效性。

Date: Signature and company stamp:

日期: 签字和公章:

Name of the Supplier and signee in CAPITAL LETTERS:

供应商及签名
