

BRITA GENERAL TERMS AND CONDITIONS FOR PURCHASE 碧然德采购的一般条款和条件

1. Agreement 协议

Unless otherwise specified, these General Terms and Conditions shall apply to all purchase of products by BRITA.

除非另有约定，本一般条款和条件应适用于碧然德所有产品采购。

- 1.1 For the purpose of these General Terms and Conditions, “**BRITA**” means the **BRITA** entity which is registered in the People’s Republic of China and concludes Purchase Order with Supplier for purchase of Products. “**Supplier**” means any nature person, legal entity or partnership, which concludes Purchase Order with BRITA to provide products. BRITA and Supplier are hereinafter individually (or collectively) referred to as a “**Party**” (or the “**Parties**”).

基于本一般条款和条件的目的，“**碧然德**”系指注册于中华人民共和国，与供应商达成产品采购订单的碧然德公司。“**供应商**”系指任何与碧然德达成采购订单以提供产品的自然人、法人或合伙组织。碧然德和供应商以下分别称为“**一方**”(或并称为“**双方**”)。

- 1.2 These General Terms and Conditions shall become an integral part of each Purchase Order (“**Purchase Order**”) entered into by and between BRITA and Supplier unless otherwise specified. Suppliers are expected to fully inform themselves of these General Terms and Conditions and failure to do so will be at Supplier’s own risk and relief cannot be secured on the plea of ignorance. In case of any discrepancy between these General Terms and Conditions and the Purchase Order, the Purchase Order shall prevail.

除非另有规定，本一般条款和条件应成为碧然德与供应商之间每一份采购不可分割的一部分。供应商应充分了解本一般条款和采购条件，否则供应商应自行承担风险，并无法基于未知悉而请求救济。如果本一般条款和条件与采购订单之间存在任何差异，以采购订单为准。

2. Payment terms 付款条件

- 2.1 Unless otherwise specified, the trade terms stated on the Purchase Order are D.D.P. (in accordance with Incoterms 2010) to destination. BRITA will not be liable to pay any additional compensation or fee in connection with the obligations undertaken by Supplier under the Purchase Order and these General Terms and Conditions.

除非另有规定，采购订单中规定的贸易条款为 D.D.P.（完税后交货 国际贸易术语解释 2010 版）。碧然德不负责支付任何与供应商根据采购订单和本一般条款和条件所履行的义务相关的任何额外补偿或费用。

- 2.2 Price changes are only possible if BRITA has agreed to such in writing. Provided the products are rendered as agreed, BRITA is required to remit pay-

ment no later than 30 (thirty) days from receipt of invoice which meets BRITA's requirement.

价格仅在碧然德以书面形式同意的情况下才能发生变动。如产品已按照约定交付，碧然德应在收到符合碧然德要求的发票后 30（三十）天内付款。

BRITA accepts invoices from Supplier if they contain the order number or cost centre and/or project number issued by BRITA as well as the name of the customer and the type of product supplied and are addressed to BRITA. Any delayed payment of the prices under the Purchase Order due to failure of receipt of the foregoing invoices or due to Supplier's failure of performance shall not be deemed as BRITA's breach of the Purchase Order and these General Terms and Conditions.

碧然德仅接收供应商包含有以下信息的发票：碧然德发出的订单号或成本中心和/或项目号，以及客户名称和提供并交付的产品类型。碧然德因未能收到上述发票或供应商未履行义务而导致采购订单项下任何的延迟付款，不应视为我方违反采购订单和本一般条款和条件。

2.3 Each Party shall be responsible for and bear any and all other taxes, duties, charges, or other fees imposed by the applicable local law for the account of such Party. In the event that the applicable taxation laws or regulations change, each Party shall resume pricing negotiation, if needed. Each Party agrees that any invoices issued pursuant to the Purchase Order shall comply with applicable local taxation laws and regulations.

各方应承担其应承担的所有税务、关税、费用或其他根据适用的当地法律所规定的费用。如果适用的税法或法规发生变更，各方应在必要的情况下恢复定价谈判。双方同意，根据采购订单发出的任何发票都应遵守适用的当地税法或法规。

3. Representations and warranties 陈述与保证

3.1 Each Party represents and warrants that: (1) it has taken all corporate action necessary for the authorization, execution and delivery of the Purchase Order together with these General Terms and Conditions and the performance of its obligations hereunder, and (2) the execution and performance of the Purchase Order and these General Terms and Conditions will not violate or cause a breach of any other agreement to which such Party is obligated or bound.

各方陈述与保证如下：（1）其已采取一切必要的行动以授权，执行和交付采购订单和本一般条款和条件并履行其义务，以及（2）采购订单和本一般条款和条件的执行不会违反或导致违反该方负有义务或受约束的其他任何协议。

3.2 Supplier further represents, warrants and agrees that:

供应商进一步承诺与保证如下：

3.2.1. Supplier is entitled, able and qualified to provide BRITA with the products under the Purchase Order and has obtained all necessary per-

missions, authorizations and approvals relating to the performance of the Purchase Order and these General Terms and Conditions, which shall remain valid during the entire performance of the Purchase Order and these General Terms and Conditions.

供应商有权有能力并有资格向碧然德提供采购订单中的产品，并已获得所有与履行采购订单和本一般条款和条件相关的必要的许可、授权和批准，且这些许可、授权和批准应在整个采购订单和本一般条款和条件的履行过程中持续有效。

- 3.2.2. The products provided by Supplier and all materials, data, documents, intellectual property or information used in performance of the Purchase Order and these General Terms and Conditions shall not infringe any third party's rights. Supplier shall indemnify, hold harmless and defend BRITA from and against any and all claims and suits which might be based on the alleged infringement of third party's rights as a consequence of BRITA's use and/or disposal in any manner of the products supplied by Supplier.

供应商交付的产品以及履行采购订单和本一般条款和条件时所使用到的所有材料、数据、文件、知识产权或信息不会侵害任何第三人的权利。供应商应赔偿碧然德因以任何方式使用和/或处分供应商提供的产品而受到基于涉嫌侵犯第三方权利的索赔和诉讼继而遭受的损失，使碧然德免遭损失并为其辩护。

- 3.2.3. Supplier shall inform BRITA promptly of any problems or event that may affect the quality and/or the timely delivery of the products.

供应商应就及时通知碧然德任何可能影响产品质量和/或及时交付的问题或事件。

4. Delivery 交付

Delivery shall be strictly in accordance with the schedule set out or referred to in the Purchase Order and in exact quantities stipulated under the Purchase Order. Delivery shall be made during the working hours of Monday through Friday 9:00am-6:00pm unless otherwise specified or prior written approval for another period has been obtained. If Supplier culpably does not comply with the agreed schedule, BRITA is entitled to demand a penalty. This penalty is 0.3 percent per commenced day of delay, but not more than 5 (five) percent of the value of the Individual Purchase Order. The contractual penalty is due immediately with its occurrence. The assertion of further damages remains unaffected.

交付应严格按照采购订单中规定时间表及确切数量进行。除非另有规定或获得事先书面批准，交付应在周一至周五上午 9:00 至下午 6:00 的工作时间内进行。如果供应商恶意违反协商一致的时间表，碧然德有权要求其支付罚金。罚金以每延迟一日按采购订单价值的千分之三（0.3%）计算，以采购订单价值的百分之五（5%）为限。合同罚金应发生即到期予以执行。对进一步损害赔偿的主张不受影响。

5. Packaging 包装

Packaging of the products shall be in compliance with the prescribed manner under the Purchase Order. In case of absence of prescribed packing method, the packaging shall comply with customary standard, or, if absent customary standard, in a method adequate to protect the products.

产品的包装应符合采购订单规定的方式。如采购订单未规定包装方式，包装应符合通用标准，如果无通用标准，则应采用足以保护产品的方式。

6. Quality Assurance 质量保证

6.1 The products provided by Supplier shall be in compliance with the prescribed quality requirements under the Purchase Order. Supplier guarantees that the products provided by him comply with all public statutory regulations, in particular environmental protection regulations, occupational safety and health and safety regulations as well as accident prevention regulations. Supplier is obligated to obtain comprehensive information in advance about BRITA regulations regarding occupational safety.

供应商提供的产品应符合采购订单规定质量要求。供应商保证其提供的产品符合所有公共法规，特别是环境保护、职业安全及健康安全法规，以及事故预防法规。供应商应事先获得有关碧然德职业安全规定的全面信息。

6.2 If the products do not meet the above quality requirements, BRITA shall be entitled to require Supplier to assume liabilities for breach by way of repair, replacement, remaking, acceptance of returned products, and/or reduction in price or remuneration, etc.

如产品不符合上述质量要求，碧然德有权要求供应商通过修理、更换、重做，接受退回产品和/或降价等方式承担违约责任。

6.3 Unless otherwise stipulated by the Purchase Order, product specifications or laws and regulations, Supplier shall provide BRITA with [one-year] guarantee period free of charge for repair and maintenance of the products (if applicable) under the Purchase Order.

除非采购订单、产品规格或法律法规另有规定，供应商应就采购订单下产品的维修及保养（如适用）向碧然德提供[一年]的免费保修期。

6.4 BRITA is entitled to supplement or amend the specification by giving written notice to Supplier. In this case, Supplier undertakes to supply the products to BRITA in accordance with the newly agreed specification under the terms of the Purchase Order and these General Terms and Conditions insofar as BRITA bears any proven, additionally incurred costs. If postponements in the schedule are created by the changes, Supplier shall inform BRITA of this in writing. The Parties will then agree on a new schedule.

碧然德有权通过向供应商发出书面通知的形式以补充或修改已有规格。在这种情况下，供应商应根据采购订单和本一般条款和条件的规定，按照新达成的规定向碧然德提供产品，碧然德承担任何已证实需要额外支出的费用。如上述变

更会导致时间表推迟，供应商应以书面形式通知碧然德。双方将随后商定一个新的时间表。

6.5 BRITA is not entitled to issue business instructions to employees of Supplier. Directives concerning occupational safety and health and safety regulations are excluded from this.

碧然德无权向供应商的员工发出业务指示，但有关职业安全和健康及安全法规的指令不受此限。

7. Confidentiality

保密

7.1 "Confidential Information" means information, samples and documents which serve the purpose of the Purchase Order and these Terms and Conditions, whether or not in writing and whether or not marked confidential.

“保密信息”系指出于采购订单和本一般条款和条件之目的而提供的信息、样品和文件，无论其是否以书面形式或标记为保密。

7.2 Supplier is obliged to use Confidential Information, which it receives from BRITA under the Purchase Order, solely for purposes of the Purchase Order and not to exploit it commercially or in any other way without the written consent of BRITA.

供应商仅有权出于采购订单和本一般条款和条件之目的，使用从碧然德获得的保密信息，并不得出于商业目的或在无碧然德书面同意的前提下向其他任何人披露。

7.3 Supplier is furthermore obliged to keep confidential information received strictly secret and to only make it available to such persons who actually need it to implement this purpose-oriented cooperation and in turn oblige its suppliers to maintain secrecy.

此外，供应商应对接收到的保密信息进行严格保密，并只能提供给为执行合作目的而实际需要保密信息的人员，并要求其供应商对披露的信息保密。

7.4 Supplier will not disclose any Confidential Information obtained in collaboration with BRITA to an outsider. The confidentiality obligations of Supplier do not apply if it can prove that Confidential Information

供应商不得向第三方披露任何与碧然德合作所获得的保密信息。，如果供应商可以证明保密信息符合以下情况的，供应商的保密义务不再适用：

- **was publicly known at the time of transfer or**
在披露时已成为公共领域的一部分的，或
- **was published later except through the act, omission or fault of Supplier (or any of its authorized recipients) or**
非因供应商（或任何经授权的接收方）的行为、疏忽或过失在之后被披露的，或
- **was known in another way without disclosure by Supplier.**
非由供应商披露以外的其他方式被披露的。

7.5 The confidentiality obligation remains in force also after termination of the Purchase Order for a period of 5 (five) years.

保密义务在采购订单终止后的五（5）年内持续有效。

8. Intellectual property rights

知识产权

8.1 Supplier guarantees that the supplied products are not subject to any third party rights. If a claim is made against BRITA by a third party due to a possible infringement of intellectual property rights, Supplier shall release BRITA from all claims and indemnify BRITA.

供应商保证其提供的产品不会侵犯任何第三方权利。如果第三方因可能的知识产权侵权向碧然德提出索赔，供应商应使碧然德免受索赔并赔偿碧然德因此遭受的所有损失。

8.2 BRITA is obliged to inform Supplier without undue delay about any such claims. Insofar as legal protection results emerge from the cooperation of the Parties, BRITA shall have exclusive use as well as spatial, local and unlimited use with regard to usage type of all resulting rights in relation to food-grade water filter technologies.

碧然德有义务及时通知供应商任何此类索赔。在就双方合作而被法律保护的范围內，碧然德应在与食品级滤水技术有关的所有使用权利方面具有排他使用权以及空间、地域和无限使用权。

8.3 Supplier shall submit applications for intellectual property rights for that purpose (according to Article 8.2.) in coordination with BRITA. If additional costs are incurred due to considering the issues of BRITA, BRITA shall bear these costs.

供应商应与碧然德配合，为上述目的（根据第 8.2 条）提交知识产权申请。如果因考虑碧然德的问题而产生额外费用，碧然德应承担该类费用。

8.4 If Supplier neglects to file an application for intellectual property rights according to Article 8.3, Supplier shall inform BRITA without undue delay. Then BRITA has the right to the patent application. The Parties shall assist each other in obtaining intellectual property rights.

如果由于供应商疏忽未能提交第 8.3 条项下知识产权申请的文件，供应商应毫不迟延地通知碧然德。碧然德之后有权获得专利申请权。双方应在申请知识产权方面互相协助。

8.5 In addition, BRITA also has the right to claim the priority of intellectual property rights of Supplier for its own intellectual property rights according to Article 8.2.

此外，碧然德还有权根据第 8.2 条对供应商自有知识产权主张知识产权的优先权。

9. Liability and insurance

责任和保险

9.1 Supplier is engaged for its ability and expertise upon which BRITA will rely. In addition to any other remedy available to BRITA, Supplier agrees to indemnify, defend and hold harmless BRITA and/or all their employees, agents and servants in full and on demand and keep them so indemnified from and against all and any claims, actions, liabilities, proceedings, losses, demands, damages, costs, charges and expenses (including, but not limited to, indemnity for workman's compensation, public liability, property damage, and reasonable legal costs and expenses) of whatsoever nature incurred or suffered by BRITA, including any direct economic loss or other loss of turnover, profits, business or goodwill ("BRITA Losses") as a result the matters listed below:

碧然德与供应商的合作依赖于后者的能力和专业知识。除碧然德可获得的任何其他补救措施外，供应商同意对碧然德和/或其所有员工，代理人和服务人员进行全面和按需的赔偿、保护和免受损害，并保护他们免受任何索赔、行动、责任、诉讼、损失、请求、损害赔偿、费用、收费和花费（包括但不限于工伤赔偿责任、公共责任、财产损失以及合理的法律费用支出）包括因以下列举事项遭受的任何直接经济损失或其他营业额、利润、商业或商誉损失（“碧然德损失”）：

- Supplier's or Supplier's sub-contractors' or agents' acts or omissions in the supply of the products (including without limitation negligence, breach of any provision of the Purchase Order and these General Terms and Conditions or any applicable laws or willful misconduct); or
供应商或供应商的分包商或代理商在供应产品中的作为或不作为（包括但不限于过失、违反任何采购订单和本一般条款和条件的规定、任何适用法律或故意不当行为）；或
- any material breach of the obligations, undertakings, representations and/or warranties under the Purchase Order and these General Terms and Conditions by Supplier (or any breach of provisions equivalent to these in any subcontract by any sub-contractor)
供应商对其在采购订单和本一般条款和条件下义务、承诺、陈述和/或保证的任何重大违反（或分包商对于任何分包合同下与上述义务、承诺、陈述和/或保证相当内容的任何违反）

9.2 Supplier warrants and agrees that, as of the effective date of the Purchase Order, and that it shall maintain throughout the performance of its obligations under the Purchase Order and these General Terms and Conditions. Supplier is obliged to eliminate any damage-inducing or infringing features of the performance immediately at its own expense.

供应商保证并同意，自采购订单生效之日起，供应商应持续履行其在采购订单和本一般条款和条件下的义务。供应商应立即自负费用消除履行中易造成损害或侵权的因素。

9.3 Without limiting the liability of Supplier under the Purchase Order and these General Terms and Conditions, Supplier is obligated to maintain all insurance

necessary to cover such potential losses and damages and shall, if requested, produce a certificate of insurance showing that the necessary coverage is currently in force and that relevant premiums have been timely paid.

在不限制供应商采购订单和一般条款和条件规定的责任的情况下，供应商应保有所有必要的保险以覆盖潜在的损失和损害，并应在被要求时出示保险覆盖范围当下有效且相关保费已及时支付的证明。

9.4 The provisions of this Article 9 shall survive the termination or expiration of the Purchase Order and these General Terms and Conditions.

本条第9款的规定在采购订单和本一般条款和条件的终止或到期后仍然有效。

10. Force majeure 不可抗力

10.1 Force majeure within the meaning of the Purchase Order and these General Terms and Conditions is any event outside the scope of responsibility of one Party that adversely affects the performance of its obligation under the Purchase Order and these General Terms and Conditions, inter alia war, riots, natural disasters, fire, epidemics, government measures or similar circumstances.

采购订单和本一般条款和条件意义上的不可抗力系指任何一方的责任范围之外负面影响采购订单和本一般条款和条件项下义务履行的事件，特别是指战争、骚乱、自然灾害、火灾、流行病、政府措施或类似情况。

10.2 During the period of force majeure, both Parties are exempt from their performance obligation. Any delay or non-performance of the obligations of a Party does not apply as a breach of contract in this case. BRITA is entitled to withdraw from the Purchase Order and these General Terms and Conditions if a period of force majeure exceeds 30 (thirty) days with resulting delay or failure of performance

在不可抗力期间，双方均无须履行其义务。这种情况下任何一方延迟履行或不履行义务不被视为违约。如果不可抗力期间超过三十（30）天并造成延迟或不能履行，碧然德有权退出采购订单和本一般条款和条件。

10.3 The affected Party is to inform the other Party immediately in writing about the estimated extent and duration of its prevention of fulfilment of its contractual obligations. After termination of the force majeure event, the Party concerned will immediately inform the other Party of the termination of the event. The affected Party will use reasonable efforts to limit the effects of the force majeure event.

受不可抗力影响的一方应就不可抗力阻碍履行其合同义务的预估范围和持续时间立即书面通知对方。在不可抗力事件终止后，有关方应立即通知对方。受影响方应采取合理的努力以缩小不可抗力事件的影响。

11. Term of the Purchase Order and notice of termination 采购订单的期限和终止通知

11.1 In the event of a breach by either Party of any of its obligations contained in the Purchase Order and these General Terms and Conditions, the non-defaulting Party shall be entitled to terminate the Purchase Order and these General Terms and Conditions by giving 30 (thirty) days' prior written notice, provided that such notice shall specify the breach complained of and that the defaulting Party has not remedied such breach during such 7(seven) day period. In the event that the Purchase Order and these General Terms and Conditions are terminated by BRITA pursuant to a breach by Supplier of any of its obligations under the Purchase Order and these General Terms and Conditions, Supplier shall reimburse to BRITA that portion of the Price already paid by BRITA corresponding to those products that would have been supplied between the date of receipt of BRITA's termination notice and the effective date of termination of the Purchase Order and these General Terms and Conditions, and for any other products that have not been supplied. The foregoing shall be without prejudice to any damages BRITA may be entitled to claim under applicable laws for the damage and loss suffered as a result of early termination of the Purchase Order and these General Terms and Conditions.

如任何一方违反采购订单和本一般条款和条件中规定的任何义务，非违约方应有权以提前三十（30）天书面通知方式终止采购订单和本一般条款和条件，前提是该通知应指明被投诉的违约行为，并且违约方未能在 7（七）天内纠正该违约行为。如采购订单和本一般条款和条件因供应商违反其任何义务而被碧然德终止，供应商应偿还部分碧然德业已为供应商在收到碧然德终止通知之日和终止采购订单和本一般条款和条件的生效之日之间应提供的那些产品以及因其他任何原因而没有提供的产品支付的价款。上述规定不影响碧然德根据适用法律可以主张的因提前终止采购订单和本一般条款和条件而造成的损害和损失。

11.2 Without prejudice to the preceding paragraphs of this Article 11, BRITA may, to the extent permitted under applicable law, terminate the Purchase Order and these General Terms and Conditions effective immediately upon giving written notice to Supplier upon occurrence of one or more of the following events, which the Parties agree will adversely affect the supply of the products:

在不影响第 11 条前款规定的情况下，当出现下列一个或多个双方同意将对产品供应产生不利影响的事件时，碧然德可在适用法律允许的范围内向供应商发出书面通知终止采购订单和本一般条款和条件，立即生效：

11.2.1. Supplier passes a resolution for winding-up or a court makes an order to that effect, or Supplier files a petition in bankruptcy or fails to have discharged within 30 (thirty) days any petition in bankruptcy filed against it;

供应商通过了清算决议，或法院作出了清算裁决，或供应商提交破产申请或未能在三十（30）天内撤销针对其提出的破产申请；

11.2.2. Supplier becomes or is declared insolvent or convenes a meeting of or makes a proposal to make any arrangement or composition with its creditors, or makes any other arrangement pursuant to any

bankruptcy or similar law; or
供应商破产或被宣告破产，或召集债权人会议或提出任何债务安排，
或根据破产法或类似法律作出其他任何安排；或

11.2.3. Supplier ceases or threatens to cease to carry on its business or a substantial part of its business or disposes or threatens to dispose of the whole or a substantial part of its undertaking, property or assets or stops or threatens to stop payment of its debts.

供应商停止或恐将停止全部或部分重要业务，或处置或恐将处置其全部或部分重要业务、财产，停止或恐将停止支付其债务。

11.3 Breach by Supplier of the terms set out at Article 3, 7 and 8 will be deemed a material breach of the Purchase Order and these General Terms and Conditions in which case or under any other material breach BRITA may immediately terminate the Purchase Order and these General Terms and Conditions at any time with immediate effect by giving notice in writing to Supplier. Upon receipt of such notice Supplier will cease performing any work not necessary for the orderly close out of the Purchase Order and these General Terms and Conditions. In the event of termination of the Purchase Order and these General Terms and Conditions by BRITA under this Article 11.3, BRITA will not be liable to make any payment for compensation or other damages caused to Supplier solely by such termination (regardless of any activities or agreements with any third parties entered into by Supplier prior to the termination of the Purchase Order and these General Terms and Conditions).

供应商违反第 3 条、第 7 条和第 8 条的规定应被视为严重违反采购订单和本一般条款和条件，在这种或任何其他严重违约情况下碧然德可向供应商发出书面通知，立即终止采购订单和本一般条款和条件，即刻生效。收到前述通知后，供应商应停止执行任何不必要的工作，有序结束采购订单和本一般条款和条件。如碧然德依据第 11.3 条终止采购订单和本一般条款和条件，碧然德对此类终止造成供应商的任何赔偿或其他损害不承担责任（不论任何在采购订单和本一般条款和条件终止前供应商与任何第三方签订的活动或协议）。

11.4 BRITA may also terminate the Purchase Order and these General Terms and Conditions at any time by serving 30 (thirty) days prior written notice thereof to Supplier.

碧然德也可提前 30（三十）天书面通知供应商以终止采购订单和本一般条款和条件。

11.5 Effects of expiration or termination:

到期或终止的效力：

Without prejudice to Article 11.1 hereof, upon receipt of any early termination notice from BRITA or upon termination of the Purchase Order and these General Terms and Conditions by Supplier, Supplier:

在不影响第 11.1 条的情况下，供应商在收到碧然德任何提前终止通知或自己发出终止采购订单和本一般条款和条件时，供应商：

- shall forthwith cease Supplying the products and cease incurring any expenses, fees and other expenses in respect of the products;

应立即停止供应产品，并停止对产品承担任何相关开支、费用及其他开支；

- shall return to BRITA all documents and materials (and all copies thereof) containing Confidential Information, if any, and delete all the electronic copies; and
应向碧然德返还包含保密信息的所有文件和材料（及其所有副本），如有，并删除所有电子副本；和
- shall reimburse to BRITA that portion of the price already paid by BRITA corresponding to any products that have not been delivered, if any.
应向碧然德返还其已支付价款中未交付产品的部分，如有。

11.6 Expiration or early termination of the Purchase Order and these General Terms and Conditions shall be without prejudice to any liabilities, rights or remedy of either Party accrued before expiration or early termination of the Purchase Order and these General Terms and Conditions.

采购订单和本一般条款和条件的到期或提前终止不应影响任何一方在采购订单和本一般条款和条件到期或提前终止之前产生的任何责任、权利或救济。

11.7 In the event of early termination of the Purchase Order and these General Terms and Conditions, the liability of BRITA shall be expressly limited to the payment to Supplier of that portion of the outstanding price corresponding to the products supplied by Supplier in accordance with the terms and conditions of the Purchase Order and these General Terms and Conditions before the effective date of such termination, to the exclusion of any other indemnity or compensation such as loss of revenue, profit, business or goodwill and more generally for any consequential or indirect damage or loss. Any request for payment pursuant to this paragraph shall have to be duly documented.

如采购订单和本一般条款和条件提前终止，碧然德的责任应明确限于在终止生效日前供应商依据采购订单和本一般条款和条件向碧然德提供的产品对应的应付款项，不包括其他任何赔偿或补偿，例如收入、利润、业务或商誉损失以及任何结果性或间接损失。任何根据本款提出的付款请求应及时存档。

12. Compliance / Health and safety

合规/健康和安

12.1 Supplier represents and warrants that it is and shall remain during the term of the Purchase Order and these General Terms and Conditions in compliance with all applicable laws, regulations and codes, including but not limited to all anti-bribery laws and regulations. In connection with any aspects of the Purchase Order and these Terms and Conditions or any other transaction involving distribution of Products, Supplier has not and will not, directly or indirectly, in connection with the supply of the products under this the Purchase Order and these Terms and Conditions or otherwise on behalf of BRITA, engage in prohibited conduct. Prohibited conduct includes to promise, offer or grant to a person any undue advantage or to request or accept any undue benefit or advantage to improperly influence actions.

供应商陈述并保证，其应在采购订单和本一般条款和条件期限内遵守所有适用的法律、法规和法令，包括但不限于所有反贿赂法律和法规。就采购订单

和本一般条款和条件的各个方面或涉及产品分销的其他任何交易，供应商从未且不会直接或间接地，就本采购订单下的产品供应相关方面或其他方面，代表碧然德，从事禁止行为。禁止行为包括承诺、提供或授予他人任何不正当的好处，或要求或接受任何不正当利益或好处以不适当地影响行为。

- 12.2 BRITA may terminate the Purchase Order and these General Terms and Conditions immediately upon written notice in the event third Party (Supplier) has failed to meet its obligation in Article 12, whereupon BRITA shall have no further obligation or liability under the Purchase Order and these General Terms and Conditions. If BRITA reasonably believes that the event given rise to such a termination also constitutes a violation of the U.S. Foreign Corrupt Practices Act or any other applicable Anti-Bribery Laws, any claims for payment by Third Party (Supplier) with regard to the Purchase Order and these General Terms and Conditions shall be automatically terminated. Supplier shall indemnify and hold harmless against any and all claims, losses or damages arising from or related to termination, or a determination to withhold payments under this Article 12.**

碧然德可在第三方（供应商）未能履行第 12 条规定的义务时，立即书面通知对方终止采购订单及本一般条款和条件，这种情况下碧然德不承担采购订单和本一般条款和条件中的义务或责任。如果碧然德有理由认为引起此类终止的事件也构成对美国海外反腐败法或其他任何适用的反贿赂法的违反，第三方（供应商）就采购订单和本一般条款和条件的任何主张应自动终止。供应商应对因终止或根据第 12 条规定拒绝支付款项而产生的所有索赔、损失或损害进行赔偿并使碧然德免受此类损害。

- 12.3 BRITA or its designated representatives shall have the right to access, audit and review the books and records of Supplier, and to keep copies thereof, all ONLY to the extent relevant to the Purchase Order and these General Terms and Conditions. Such access, audit and review shall be reasonable as to scope, place, date and time. Third Party (Supplier) shall fully and in a timely manner cooperate in any review or audit conducted by or on behalf of BRITA, including responding accurately and completely to all inquiries and providing any requested documents.**

碧然德或其指定的代表有权查阅、审计和审查供应商与采购订单和本一般条款和条件相关的账簿和记录，并保留其副本，但仅在与采购订单和本一般条款和条件相关的范围内进行。该类查阅、审计和审查应在合理的范围、地点、日期和时间内。第三方（供应商）应全面、及时地协助碧然德进行的或代表碧然德进行的任何审查或审计，包括对所有询问准确完整地做出回应并提供所以所要求的文件。

- 12.4 Supplier shall conduct its activities so that its equipment, working conditions and methods are safe and without risk to health for its own and BRITA's employees as well as for any other users of the location in which Supplier is conducting its activities.**

供应商应规范其行为，使其设备、工作条件和方法对其自身和碧然德的员工以及供应商正在进行其活动的场所内的其他任何用户都是安全的且无健康风险的。

13. Dispute Resolution and Governing Laws

争议解决和适用法律

13.1 Any dispute, controversy or claim arising out of or in connection with the Purchase Order and these General Terms and Conditions that cannot be settled amicably by the Parties within thirty (30) days of its notification by one Party to the other shall be settled by the competent courts of the location of signing. The assignment of claims against BRITA is inadmissible.

因采购订单和本一般条款和条件而产生或与其有关的任何争议、争端或索赔，如双方自一方向另一方通知后三十（30）天内不能友好解决，则应由签署地的主管法院解决。碧然德不接受任何对碧然德的索赔权的转让。

13.2 The laws of People's Republic of China shall apply exclusively to the Purchase Order and these General Terms and Conditions. Private international law and the application of the United Nations Sales Convention are excluded.

采购订单和本一般条款和条件仅适用中华人民共和国的法律，排除国际私法和联合国国际货物销售合同公约的适用。

14. Modification

修改

The Purchase Order and these Terms and Conditions may not be modified without BRITA's written consent. There may be no substitutes or variations from specifications or instructions, or partial shipments, without the prior written approval of BRITA. 未经碧然德书面同意，不得修改采购订单和本一般条款和条件。未经碧然德事先书面批准，不得对规格或说明或部分货物做任何替代或变更。

15. Assignment

转包

Supplier is entitled only with the written consent of BRITA to contract third parties to perform its duties.

供应商仅在获得碧然德的书面同意的情况下才能与第三方签订合同以履行供应商的职责。

16. Invalidity

无效

Should individual provisions of the Purchase Order and these General Terms and Conditions be or become invalid, this shall not affect the validity of the Purchase Order and these General Terms and Conditions. In this case, the invalid provisions will be replaced by effective regulations that resemble the commercial purpose as closely as possible.

如采购订单和本一般条款和条件的个别条款无效，采购订单和本一般条款和条件的有效性不应受影响。在这种情况下，无效条款应被与商业目的尽可能相似的有效法规所替代。