

GENERAL TERMS OF PURCHASE 采购通用条款

These General Terms of Purchase ("TC") apply to all purchase of goods, materials, and services ("**Purchases**") made by the Baettr Group, including its Affiliates ("**Baettr**"), from the recipient of the order to which the TC are attached ("**Supplier**"). "**Affiliates**" mean an entity of the Baettr Group. Baettr and Supplier are referred to as the "**Parties**", and each individually to as a "**Party**". The TC take precedence over Supplier's terms and other terms provided or referred to by Supplier, regardless of whether Supplier has referred or may refer to them in offers, order confirmations, emails, letters, on websites, etc., unless those terms are expressly accepted by Baettr in writing. 本采购通用条款（“TC”）适用于博途集团及其关联公司（简称“博途”）与订单接收人（“供应商”）之间所有的货物、材料和服务的采购（“采购”）。“关联公司”是指博途集团的实体。博途和供应商被称为“双方”，并且各自单独称为“一方”。本通用条款优先于供应商的条款以及供应商提供或提及的其他条款，无论供应商是否在报价、订单确认、电子邮件、信件、网站等中提及或可能提及这些条款，除非这些条款被博途以书面形式明确接受。

1. PLACEMENT OF ORDERS 订单下发

- 1.1 If Baettr places an order with Supplier ("**Purchase Order**"), the Purchase Order will be considered an offer to Supplier, and Supplier shall accept or reject the Purchase Order within 3 business days from the date of the receiving the Purchase Order. 如果博途向供应商下发订单（“采购订单”），则该采购订单将被视为对供应商的要约，供应商应在收到采购订单之日起3个工作日内接受或拒绝该采购订单。
- 1.2 A Purchase Order will be binding for the Parties once Supplier has accepted it. 一旦供应商接受采购订单，采购订单将对双方具有约束力。
- 1.3 The TC will apply to Purchase Orders. 本通用条款适用于采购订单。
- 1.4 If there is a conflict between the TC and Baettr's Purchase Order, the Purchase Order will prevail. 如果通用条款和博途的采购订单之间存在冲突，采购订单中的条款将被优先适用。
- 1.5 Modifications of, or comments to, the Purchase Order by Supplier are only valid if accepted by Baettr in writing. 供应商对采购订单的修改或建议仅在博途书面接受的情况下才有效。

2. PRICE AND PAYMENT TERMS 价格和付款条件

- 2.1 Price and payment terms will be agreed in the Purchase Order. 价格和付款条件将在采购订单中约定。
- 2.2 Supplier shall, for each Purchase Order, present an invoice to Baettr, which specifically mentions the agreed terms. 供应商应就每份采购订单向博途提交发票，发票注明商定的条款。
- 2.3 The prices stated in the Purchase Order will be fixed, final, and binding. The currency will be CNY. VAT will be excluded, but listed separately in the Purchase Order. Other costs associated with the delivery provided, hereunder taxes, duties, levies, charges, travel costs, etc. will be included. This includes costs for transport, shipping, handling, wrapping, labeling, and packaging. 采购订单中的价格是固定的、最终的且具有约束力的。币种为人民币。增值税在价格中是不包含的，但会在采购订单中单独列出。价格中包含与交付相关的其他成本如税费、关税、征费、差旅费、其他收费等，也包含交通、运输、搬运、打包、贴标签和包装的成本。
- 2.4 Baettr has one payment day per month and payment of received invoices will be made on the nearest coming payment day of Baettr. From this day the terms of payment are 60 days to the end of the month. However, Baettr shall not pay until Supplier has fulfilled its obligations in accordance with the Purchase Order. 博途每

月有一个付款日，除非订单另有规定外，付款条款为发票当月 60 天至付款日。收到的发票到期后将在博途最近的付款日进行支付。但是，如供应商没有按照采购订单履行其义务，博途不会付款。

2.5 Baettr may set-off and retain payments to the extent, it is permitted by law. 博途有权在法律许可范围内抵销和保留款项。

3. DELIVERY TERMS AND DELAY 交货条款和延迟

3.1 Supplier shall deliver Purchases "Delivered Duty Paid" ("DDP") as defined in the Incoterms 2020. 供应商应按照《2020 年国际贸易术语解释通则》中的定义，目的地交货（“DDP”）。

3.2 The labelling and packaging requirements with respect to the Purchases must be agreed between the Parties in the Purchase Order. Packing material shall, to the extent possible, be reusable, recyclable, and environmentally friendly. 与采购相关的标签和包装要求必须由双方在采购订单中约定。包装材料应尽可能做到可重复使用、可回收且环保。

3.3 Only delivery on the agreed date and place of delivery is considered timely delivery. Delivery must take place within Baettr's opening hours or the opening hours of the place of delivery. A delay in delivery is considered a material breach of the Purchase Order. In any case, Supplier shall immediately notify Baettr by writing of a delay or expected delay in delivery. 只有在约定的日期和地点交货才被视为准时交货。送货必须在博途的营业时间内或指定送货地点的营业时间内进行。延迟交付被视为严重违反采购订单。在任何情况下，供应商应立即以书面形式通知博途货物延迟或预计延迟交付。

3.4 Baettr shall not accept: (i) early, partial, delayed, nor excess delivery of Purchases; nor (ii) delivered Purchases that: (a) are defective in accordance with clause 6.1; (b) do not comply with the agreed packaging; or (c) are not accompanied by the relevant documentation or certificates (in each case or (i) or (ii) an "Incomplete Delivery"). 博途不接受：(i) 提前、部分、延迟或超量交付采购货物；(ii) 交付的采购货物存在以下情况：(a) 根据第 6.1 条存在缺陷；(b) 不符合约定的包装；(c) 未附有相关文件或证书（在每种情况下或 (i) 或 (ii) “不完整交付”）。

3.5 In the event of an Incomplete Delivery, Baettr may choose to terminate or maintain the Purchase Order. In case of a partial delivery, Baettr may terminate the Purchase Order with respect to the non-delivered part. 如出现交付不完整的情况，博途有权终止或维持采购订单。如出现部分交付情况，博途有权终止未交付部分的采购订单。

3.6 In addition to clause 3.5, Baettr may claim liquidated damages in the amount of 0.5 % of the entire Purchase Order value per day until the Purchase Order has been terminated or the Incomplete Delivery has been remedied, however, up to a maximum of 35 % of the entire Purchase Order value. 如供应商违约，除第 3.5 条外，博途有权向供应商主张每天总采购订单价值 0.5% 的违约金，直至采购订单终止或未完成交付情况得到纠正，但最高索赔额不超过整个采购订单价值的 35%。

4. CHANGES OF PURCHASE ORDERS 订单变更

4.1 Baettr may request changes to the design, drawings, specifications, quantities, delivery dates, and other terms of a binding Purchase Order. If a requested change affects the delivery date or the price, Supplier shall notify Baettr within 3 business days after Baettr's request, to allow Baettr to decide, whether Baettr wants to maintain the requested change. 博途有权要求对下发采购订单更改设计、图纸、规格、数量、交货日期和其他条款。如果所要求的变更影响交货日期或价格，供应商应在博途提出要求后 3 个工作日内通知博途，以便博途决定是否维持所要求的变更。

5. TRANSFER OF TITLE AND RISK 所有权和风险转移

5.1 The transfer of title and risk to Baettr will happen at the time of delivery according to clause 3.1. 根据第 3.1 条，所有权和风险将在交付时转移给博途。

6. LIABILITY FOR DEFECTS 缺陷责任

6.1 Supplier warrants that the Purchases are not defective. The Purchases are considered defective if they: (i) do not correspond with Supplier's information, or to the specifications specified by Baettr; (ii) are not suitable for their usual purpose; (iii) do not comply with applicable rules and standards; or (iv) otherwise do not

conform to common good practice or standards for the type of Purchases concerned. 供应商保证所采购的产品没有缺陷。购买的产品如果出现以下情况，则被视为有缺陷：(i) 与供应商提供的信息或博途要求的规格不符；(ii) 不适合其通常用途；(iii) 不符合适用的规则 and 标准；(iv) 或不符合相关采购类型的通用良好做法或标准。

6.2 Baettr may consider the entire delivery of Purchases as defective if a part of the delivery is defective. 如果部分交付采购品有缺陷，博途可认为整个交付有缺陷。

6.3 Baettr may reject the delivery of Purchases by providing a notice of rejection to Supplier in case of defects which are apparent on normal visual inspection. 如果在正常目视检查时发现明显缺陷，博途可以向供应商发出拒收通知，拒绝供应商交付的采购品。

6.4 If the Purchases are defective, Baettr may terminate the Purchase Order in whole or in part and return the delivered Purchases to Supplier at Supplier's expense and risk, or to demand delivery of substitute goods. If Baettr does not terminate the Purchase Order, Baettr may claim a price reduction and claim damages, including operating losses and other consequential losses and costs, as well as internal losses, etc., arising directly or indirectly. 如果采购品有缺陷，博途可以全部或部分终止采购订单，并将已交付的采购品退还供应商，或者要求交付替代货物，费用和 risk 由供应商承担。如果博途不终止采购订单，博途有权要求降价和赔偿损失，包括直接或间接产生的经营损失和其他相关损失和成本，以及内部损失等。

6.5 Baettr's payment of the Purchases does not imply a waiver of claims against Supplier in the event of defects. 博途支付采购货款并不意味着在出现缺陷时放弃对供应商的索赔。

7. NOTICE OF DEFECTS 缺陷通知

7.1 Supplier will be liable for defects in the Purchases discovered within 24 months of the date of delivery. Baettr will not be obligated to inspect the Purchases. 供应商应对交付之日起 24 个月内发现的采购缺陷承担责任。博途没有义务检查所采购的产品。

7.2 Baettr shall notify Supplier of defects within 14 days of becoming aware of the defect. Baettr's payment of Supplier's invoice will not be considered as acceptance of the delivery and the condition of the Purchases. 博途应在发现缺陷后 14 天内通知供应商缺陷。博途对供应商发票的付款不应被视为对交货和采购条件的接受。

8. PRODUCT LIABILITY 产品责任

8.1 Supplier is liable for damage to persons and/or property caused by the Purchases, including damage to products that are manufactured by Baettr. Supplier's liability under this clause 8 applies regardless of when the damage occurs and whether the damage is suffered by Baettr or third party. 供应商应对因采购所造成的

人员和/或财产损失负责，包括对博途生产产品的损坏。无论损害何时发生，以及损害是博途还是第三方承受，供应商在第 8 条下的责任均适用。

9. LIABILITY AND INDEMNITY 责任和赔偿

9.1 Supplier shall indemnify and hold Baettr harmless from the costs, losses, and damages incurred by Baettr due to Supplier's breach of the Purchase Order or Supplier's negligence. 供应商应赔偿博途因供应商违反采购订单或供应商疏忽而造成的费用、损失和损害，并使博途免受损害。

10. INTELLECTUAL PROPERTY RIGHTS 知识产权

10.1 Supplier warrants that the Purchases, as well as the use of the Purchases, do not infringe intellectual property rights, licenses, copyrights, proprietary designations, or other rights of third parties. 供应商保证采购品以及采购品的使用不会侵犯第三方的知识产权、许可证、版权、专有名称或其他权利。

10.2 Supplier shall indemnify Baettr from the costs, losses, and damages incurred by Baettr due to the Purchases' infringement of intellectual property rights. 供应商应赔偿博途因其侵犯知识产权而给博途造成的费用、损失和损害。

10.3 If the Purchases infringe intellectual property rights, Supplier shall, at its own cost, modify the Purchases to be non-infringing or obtain or maintain the rights to overcome the infringement. 如果采购的产品侵犯知识产权，供应商应自行承担费用将采购的产品转换为不侵权，或获得或维护权利以克服侵权。

10.4 Supplier shall not use trademarks, logos, brand names, patents, or other intellectual property rights of Baettr's. 供应商不得使用博途的商标、标识、品牌名称、专利或其他知识产权。

11. COMPLIANCE 合规性

11.1 Supplier shall ensure that all Purchases comply with applicable laws with all legal and regulatory requirements of the importing country, exporting country, and country of destination. This includes the directive of hazardous substances and safety recommendations of the respective country, as well as Supplier's employees' working hours, minimum wages and other legal requirements. Supplier shall hold Baettr harmless from and against claims against Baettr in case Supplier violates this clause 11. 供应商应确保所有采购品符合进口国、出口国和目的地国的适用法律和所有法律法规要求。这包括相关国家的有害物质指令和安全建议，以及供应商员工的工作时间、最低工资和其他法律要求。如果供应商违反本第 11 条，供应商应使博途免受针对博途的索赔。

12. RETENTION OF TITLE 所有权保留

12.1 A retention of title to the Purchases requires Baettr's explicit accept in writing. 对采购物品的权利保留需要博途以书面形式明确接受。

12.2 Ownership of the Purchases will transfer at the time of delivery. 采购物品的所有权将在交付时转移。

13. FORCE MAJEURE 不可抗力

13.1 Neither Party will be liable for a breach of the Purchase Order, if the breach is caused by an extraordinary event or circumstances which the affected Party could not have foreseen, avoided, nor limited, and which are outside the control of that Party. 如果违反采购订单的行为是由于受影响方无法预见、避免或限制且超出该方控制范围的特殊事件或情况造成的，则任何一方均无需承担违约责任。

13.2 The affected Party shall immediately notify the other Party in writing of events or circumstances covered by clause 13.1, and shall take reasonable measures to overcome the situation. 受影响的一方应立即以书面形式将第 13.1 条所涵盖的事件或情况通知另一方，并应采取合理措施克服这种情况。

13.3 If a Party is affected by events or circumstances covered by clause 13.1 for 10 business days or more, the other Party may terminate the Purchase Order with immediate effect without liability. 如果一方受到第 13.1

条所述事件或情况的影响达 10 个工作日或更长时间，另一方可以立即终止采购订单，且不承担任何责任。

14. CONFIDENTIALITY 保密

- 14.1 Images, drawings, calculations, prices, descriptions and other documents, or know-how ("**Confidential Information**") provided by Baettr to Supplier are confidential, and Supplier shall not disclose Confidential Information to third parties and shall not use the Confidential Information for other purposes than for the performance of its obligations under the Purchase Order. 博途向供应商提供的图像、图纸、计算、价格、说明和其他文件或专有技术（“**保密信息**”）是保密的，供应商不得向第三方披露保密信息，也不得将保密信息用于除履行采购订单项下的义务外的其他目的。
- 14.2 Confidential Information disclosed by Baettr belongs to Baettr. 博途披露的保密信息属于博途所有。
- 14.3 This clause 14 will survive for 5 years after the earlier of delivery of the Purchases or termination of the Purchase Order. 第 14 条将在采购品交付或采购订单终止（以较早者为准）之后 5 年内有效。
- 14.4 On Baettr's request, Supplier shall return, destroy, or delete Confidential Information disclosed by Baettr. 供应商应根据博途的要求归还、销毁或删除博途披露的保密信息。

15. TERMINATION 终止

- 15.1 Before delivery of the Purchases Baettr may terminate a Purchase Order, provided Baettr compensates Supplier for the reasonable and documented costs incurred by Supplier due to the termination. 在交付采购品之前，博途可以终止采购订单，前提是博途向供应商补偿供应商因终止而产生的合理且有记录的费用。
- 15.2 If Supplier has materially breached an obligation under the Purchase Order, Baettr shall notify Supplier in writing with a detailed description of the breach. Supplier will have 15 days from the receipt of the notice to remedy the breach and to notify Baettr in writing that the breach has been remedied. If the breach is not remedied within the 15 days, Baettr may by written notice terminate the Purchase Order with immediate effect. 如果供应商严重违反了采购订单项下的义务，博途应书面通知供应商并详细说明违约情况。供应商将在收到通知后 15 天内纠正违规行为，并书面通知博途违约行为已得到纠正。如果违规行为在 15 天内未得到纠正，博途可以通过书面通知立即终止采购订单。
- 15.3 Each Party may terminate a Purchase Order, if the other Party goes bankrupt or otherwise becomes insolvent. 如果另一方破产或以其他方式资不抵债，双方均可终止采购订单。

16. DISPUTES, APPLICABLE LAW AND PLACE OF JURISDICTION 争议、适用法律和管辖地

- 16.1 The Purchase Order will be exclusively governed by and constructed in accordance with the laws applicable in China. 采购订单将完全受中国适用法律管辖并根据中国适用法律制定。
- 16.2 Disputes and claims related to the Purchase Order must be finally settled by arbitration at the China International Economic and Trade Arbitration Commission (CIETAC) in Beijing in accordance with CIETAC's arbitration rules in force at the time of applying for the arbitration. The arbitration tribunal must consist of 3 arbitrators with each Party appointing 1 arbitrator. If permitted by the then CIETAC arbitration rules, Baettr may appoint an arbitrator who is not on the Panel of Arbitrators of CIETAC. The third arbitrator who will be the presiding arbitrator must be appointed collectively by the Parties, failing this appointment, the third arbitrator will be appointed by the Chairman of CIETAC. The presiding arbitrator must not be a national of China or Denmark or the country where Supplier's parent company is located. The arbitration award will be final and binding upon the Parties. The cost of arbitration will be borne by the losing party, unless otherwise determined by the arbitration award. 与采购订单有关的争议和索赔必须根据申请仲裁时有效的中国国际经济贸易仲裁委员会（CIETAC）的仲裁规则，在北京的中国国际经贸仲裁委员会（CIETAC）通过仲裁最终解决。仲裁庭必须由 3 名仲裁员组成，双方各指定 1 名仲裁员。如果当时的 CIETAC 仲裁规则允许，博途可以指定一名不在 CIETAC 仲裁员名册中的仲裁员。作为首席仲裁员的第三名仲裁员必须由双方共同指定，如未能共同指定，第三名仲裁员将由 CIETAC 主席指定。首席仲裁员不应是中国

或丹麦或供应商母公司所在国的国民。仲裁裁决为最终裁决，并对双方均有约束力。除非仲裁裁决另有规定，仲裁费用将由败诉方承担。

17. NOTICES 通知

17.1 Notices or other communication related to a specific Purchase Order must be in writing. 与具体采购订单相关的通知或其他沟通必须采用书面形式。

18. MISCELLANEOUS 其他

18.1 Supplier shall comply with the "Ten principles of the UN Global Compact", hereunder with respect to: (i) international human rights; (ii) employment standards of the relevant country; (iii) no forced labor or child labor and discrimination of any kind; (iv) fighting corruption; and (v) environmental protection. 供应商应遵守“联合国全球契约十项原则”，其中涉及：(i) 国际人权；(ii) 相关国家的就业标准；(iii) 不存在强迫劳动或童工以及任何形式的歧视；(iv) 打击腐败；(v) 环境保护。

18.2 Baettr may visit the site of Supplier to verify that Supplier complies with its obligations under the Purchase Order. 博途可以拜访供应商的现场，以验证供应商是否遵守了其在采购订单下的义务。

18.3 Supplier shall comply with Baettr's Code of Conduct and Health, Safety, Environment & Quality (HSEQ) Policy. The current version of the Code of Conduct and the HSEQ Policy are published on the website of Baettr (www.baettr.com). Supplier shall not use the materials stated on the list of poisonous and harmful materials ("Chemical Blacklist") in the Purchases. The current version of the Chemical Blacklist is published on the website of Baettr (www.baettr.com). 供应商应遵守博途的行为准则和健康、安全、环境和质量 (HSEQ) 政策。当前版本的行为准则和 HSEQ 政策发布在博途网站 (www.baettr.com) 上。供应商提供的采购品不得使用有毒有害物质清单 (“化学品黑名单”) 中规定的材料。当前版本的化学品黑名单发布在博途网站 (www.baettr.com) 上。

18.4 If a provision of the Purchase Order is found invalid, this will not affect the validity of the remaining provisions of the Purchase Order. 如果采购订单的某一条款被认定无效，这不会影响采购订单其余条款的有效性。

18.5 Supplier shall not assign or transfer one or more rights or obligations under the Purchase Order, without Baettr's written consent, provided that Supplier may so assign or transfer to an affiliate on terms, where Supplier remains liable under the Purchase Order unless, in Baettr's reasonable judgment, that affiliate is not sufficiently creditworthy. 未经博途书面同意，供应商不得转让或转移采购订单下的一项或多项权利或义务，如供应商将相应权利义务指派或转移给其关联公司，但经博途合理判断，认为该关联公司资信不足，供应商仍应承担采购订单项下的责任。

18.6 Supplier shall not use trademarks, logos, brand names, patents, or other intellectual property rights of Baettr. 供应商不得使用博途的商标、标识、品牌名称、专利或其他知识产权。

18.7 Each Party confirms that: (i) it has the capacity to enter into the Purchase Order and to assume its obligations under the Purchase Order; (ii) it is not a party to an agreement with a third party, which is reasonably likely to adversely affect its own and/or the other Party's ability to perform its respective obligations under the Purchase Order; (iii) its performance of its obligations under the Purchase Order will not violate an agreement with a third party to which it is a party; (iv) it is granted no exclusive rights under the Purchase Order; (v) its obligations under the Purchase Order are legal, valid and binding and do not conflict with laws applicable to it nor its constitutional documents; (vi) it complies with the applicable laws; and (vii) that it is a limited liability company duly organized, validly existing and in good standing. 各方确认：(i) 其有能力签订采购订单并承担采购订单项下的义务；(ii) 它不是与第三方签订协议的一方，这很可能对其自身和/或另一方履行采购订单项下各自义务的能力产生不利影响；(iii) 其履行采购订单项下的义务不会违反与其作为一方的第三方签订的协议；(iv) 采购订单未授予其专有权；(v) 其在采购订单项下的义务合法、有效且具有约束力，且不与适用的法律或其章程文件相冲突；(vi) 遵守适用的法律；(vii) 该公司是一家正式组建、有效存续且信誉良好的有限责任公司。