

The following provisions are the general terms and conditions of purchase of the following companies: (a) Baumann Springs Ltd, Ermenswil / CH-8630 Rüti; (b) Baumann GmbH, Friedrich-List Strasse 131, DE-72805 Lichtenstein; (c) Baumann Schlegel GmbH, Friedrich-List Strasse 131, D-72805 Lichtenstein; (d) Prodotti BAUMANN s.r.l. Unipersonale, Via Conicchio 34, IT-25136 Brescia (BS); (e) Baumann Muelles S.A., Poligono Industrial Gojain C/ Padurea 13, ES-01170 Legutiano; (f) Baumann Ressort SAS, 727 route des Tattes de Borly Boite Postale 3, FR-74380 Cranves Sales ; (g) Baumann Springs s.r.o., Na Novém Poli 384/6, CZ-73301 Karviná – Staré Město; (h) Baumann Spring Co. (S) Pte. Ltd., 33 Gul Lane, SG 629427 ; (i) Baumann Springs (Shanghai) Co. Ltd., 358-2 Shen Xia Road, Jiading District, Forward High Tech. Zone, Shanghai 2011818 CN; (j) BAUMANN SPRINGS USA Inc., 3075 No. Great Southwest, Pkwy. # 100, Grand Prairie, TX 75050 USA; (k) BAUMANN SPRINGS LEÓN S. DE R.L. DE C.V., Kappa 310 y 312, Fracc. Industrial Delta, MEX – 37545 León, Gto. (l) Baumann Springs & Coating Pvt Ltd. 5, Prime Rose Mall, Baner Road Pune, IN 411045

EACH OF THE COMPANIES MENTIONED ABOVE ACTS IN ITS OWN NAME AND ON ITS OWN ACCOUNT

1 Definition

"Customer" is the Baumann Group company that accepts the Supplier's offer or the Baumann Group company that submits an offer for the conclusion of a delivery contract to the Supplier which is accepted by the Supplier.

"Product" is the item that must be delivered under a contract concluded between the Customer and the Supplier.

2 Scope

- 2.1 The following terms and conditions of business (GTC) only apply to companies, public sector legal entities, and special funds set up under public law.
- 2.2 The following GTC apply exclusively; conflicting or diverging conditions of the Supplier are not acknowledged by BAUMANN unless BAUMANN explicitly agreed their application in writing.
- 2.3 In the case of a standing business relationship, these GTC also apply to future contracts.

3 Offers, offer documents

- 3.1 If BAUMANN submits an order that does not contain any additions, restrictions or other changes compared to a valid binding offer from the Supplier, the offer is validly accepted when BAUMANN sends out the order, unless the Supplier has revoked its offer before the order was sent.
- 3.2 BAUMANN reserves its ownership and intellectual property rights to all illustrations, drawings, calculations and other documents. This shall also apply to those written documents designated as "confidential." Such documents may only be forwarded to third parties with the explicit written consent of BAUMANN.

4 Prices, payment terms

- 4.1 Unless a diverging INCOTERMS clause has been agreed, all Supplier's prices are deemed to be DDP INCOTERMS 2010® plus the statutory value added tax that applies on the invoice date. All ancillary costs, such as the costs for freight, insurance, export, transit, import and other permits and certificates are included in the price. The Supplier must also bear all and any taxes, duties, fees and import taxes.
- 4.2 If any taxes, duties, fees and/or customs charges that have to be borne by the Supplier change during the term of a contract, the Supplier is obliged to identify alternatives. If the parties cannot agree on an alternative, the price increase may be effected as necessary, provided that it would be unreasonable to expect the Supplier to continue to deliver the goods for the agreed price.
- 4.3 Unless otherwise expressly agreed, offers and invoices shall be in the currency of the Customer's factory. The payment deadline is 90 days net from the invoice date; payments made within 30 days less 3%.
- 4.4 The date of payment for all methods of payment is the date on which BAUMANN can no longer access the amount in question.
- 4.5 BAUMANN is obliged to pay the purchase price and accept the goods in accordance with the contract. If the Supplier fails to meet one of its obligations according to this contract or the law, BAUMANN may withhold all payments and services

下述条款是以下公司的通用采购条款和条件：(a) Baumann Springs Ltd, Ermenswil / CH-8630 Rüti; (b) Baumann GmbH, Friedrich-List Strasse 131, DE-72805 Lichtenstein; (c) Baumann Schlegel GmbH, Friedrich-List Strasse 131, D-72805 Lichtenstein; (d) Prodotti BAUMANN s.r.l. Unipersonale, Via Conicchio 34, IT-25136 Brescia (BS); (e) Baumann Muelles S.A., Poligono Industrial Gojain C/ Padurea 13, ES-01170 Legutiano; (f) Baumann Ressort SAS, 727 route des Tattes de Borly Boite Postale 3, FR-74380 Cranves Sales ; (g) Baumann Springs s.r.o., Na Novém Poli 384/6, CZ-73301 Karviná – Staré Město; (h) Baumann Spring Co. (S) Pte. Ltd., 33 Gul Lane, SG 629427 ; (i) Baumann Springs (Shanghai) Co. Ltd., 358-2 Shen Xia Road, Jiading District, Forward High Tech. Zone, Shanghai 2011818 CN; (j) BAUMANN SPRINGS USA Inc., 3075 No. Great Southwest, Pkwy. # 100, Grand Prairie, TX 75050 USA; (k) BAUMANN SPRINGS LEÓN S. DE R.L. DE C.V., Kappa 310 y 312, Fracc. Industrial Delta, MEX – 37545 León, Gto. (l) Baumann Springs & Coating Pvt Ltd. 5, Prime Rose Mall, Baner Road Pune, IN 411045

上面提及的各个公司实行独立核算。

1 定义

"客户"是指因供货协议的订立·接受供应商报盘的公司·或者是供应商接受其递盘的公司。

"产品"是指按照客户和供应商之间确立的合同必须交付的产品。

2 范围

- 2.1 下面的商业条款和条件 (GTC (通用条款和条件)) 只适用于公司、公共部门合法实体和按公共法设立的专项资金。
- 2.2 下面的通用条款和条件是专用的; 除非宝马曾明确书面同意, 否则宝马不接受供应商的冲突条款或分歧条款。
- 2.3 对于长期的业务关系, 这些GTC也适用于未来的合同。

3 报价、报价文件

- 3.1 与供应商的有效实盘相比, 如果宝马提交不含任何附加条件、约束或其他变更的订单, 除非供应商在发出订单前撤销其询盘, 否则当宝马发出订单时该询盘被有效接受。
- 3.2 宝马保留对所有插图、图纸、计算结果和其他文件的所有权及知识产权。这也适用于那些被定为 "confidential(机密)" 的书面文件。有宝马明确的书面同意才可以将这类文件转寄给第三方。

4 价格、付款条件

- 4.1 除非已经接受了与INCOTERMS (国际商会国际贸易术语解释通则) 有分歧的条款, 否则所有供应商的价格被视为DDP INCOTERMS 2010®加上发票开具时要交的法定增值税。所有附带的成本, 如运费、保险费、出口费、转运费、进口和其他许可和证照费包含在报价中。供应商也必须承担所有任何的税、关税、费和进口税。
- 4.2 如果必须由供应商承担的任何税费、关税、费用和/或海关费用在合同期限内发生变化, 供应商有义务寻找替代方案。如果合同方不能就替代方案达成一致, 在无法要求供应商继续按约定价格交付货物时, 则可根据需要实行价格上涨。
- 4.3 除非另有明确约定, 否则报价和发票的货币应是客户工厂方的货币。付款最后期限是发票开出后90天; 30天内付款减掉3%。
- 4.4 所有付款方式的付款日期是宝马不再有权使用被占金额的日期。
- 4.5 宝马有义务根据合同支付购买价并验收货物。如果供应商不能按照本合同或法律完成其某项义务, 那么宝马可以扣留所有付款和服务, 并保留自己其他的合法索赔权利。
- 4.6 如果合同订立后很明显宝马的交货要求被合作伙伴的能力缺失所破坏, 那么宝马可拒绝履行并给供应商设定适当的最终期限来按已付货款交付产品。如果供应商拒绝对已付货款交货, 则当适当的最终期限到期时宝马有权撤回合同并要求支付损害赔偿金。
- 4.7 如果未约定有约束力的订单数量·那么供应商必须按宝马指明的不具约束力的订单数量 (目标数量) 为基础进行计算。

5 交货范围、交货日期、交货量

- 5.1 除非另有约定·否则·当在约定日期在合同履行地收到货物时·交货日期被满足。
- 5.2 只有经过明确的同意·才允许部分交货。

without prejudice to its additional legal claims.

4.6 If it becomes clear after the conclusion of the contract that BAUMANN's claim to delivery is jeopardised by the partner's lack of ability, BAUMANN can refuse performance and set the Supplier an appropriate deadline for delivering the goods against concurrent payment. If the Supplier refuses to deliver against concurrent payment, BAUMANN is entitled to withdraw from the contract upon expiry of the appropriate deadline and claim the payment of damages.

4.7 If no binding order volume has been agreed, the Supplier must base its calculation on the non-binding order volume (target volume) indicated by BAUMANN.

5 Scope of delivery, delivery date, delivery volumes

5.1 Unless agreed otherwise, the delivery date has been met if the goods are received at the place of performance on the agreed date.

5.2 Partial deliveries are only permitted if agreed explicitly.

5.3 The agreed delivery volumes must be met. Manufacturing-related volume increases or decreases are only permitted if explicitly agreed in writing.

6 Lifetime contracts, discontinuation of products

6.1 If the Supplier is or had to be aware when the contract was concluded that BAUMANN needs the product delivered by the Supplier to manufacture parts that the Customer has to provide to its own customers under a lifetime contract, the Supplier undertakes to continue to deliver the product to BAUMANN for life at the agreed conditions.

6.2 The Supplier must inform BAUMANN without delay if it intends to change or discontinue the manufacture of a product that BAUMANN has ordered from it at least once in the past three years or that BAUMANN is obliged to deliver on a permanent basis. Unless agreed otherwise, the intended change may be made at the earliest 24 months after receipt of the change/discontinuation notice. If there is no delivery obligation, the Supplier must give BAUMANN the opportunity to place a final order after 24 months. This order may not exceed the presumed requirement for 24 months. The conditions in force when the final order is placed shall apply in all other respects. Under no circumstances shall this agreement lead to the reduction of notice periods or agreed contract terms.

7 Shipment, transfer of risk

7.1 The delivery date or deadline has been met if BAUMANN can dispose of the delivered goods on the agreed date.

7.2 If the goods are not delivered in accordance with INCOTERMS 2010® and nothing to the contrary has been agreed, the risk is transferred with the handover of the goods to the first recipient at the place of performance.

8 Intellectual property rights

8.1 BAUMANN undertakes to inform the Supplier of any third-party claims to intellectual property rights to the delivered products within 14 days. If such third-party claims to intellectual property rights are asserted, BAUMANN may require the Supplier to make the necessary changes to the delivered and paid goods at its own costs. This will not affect any further claims.

8.2 If the Supplier is prohibited from manufacturing or delivering a product by a third party on the basis of a claim to intellectual property rights, BAUMANN is entitled to refuse to fulfil its acceptance obligations until the legal situation has been investigated by BAUMANN and the third party, unless BAUMANN is responsible for the violation of the intellectual property rights.

8.3 If BAUMANN's refusal to accept products incurs costs, the Supplier is obliged to reimburse these costs.

8.4 If BAUMANN's refusal to accept products leads to damage or loss, the Supplier is obliged to pay for the damage, unless the Supplier is not responsible for violating the intellectual property rights.

8.5 If the continuation of the transaction is delayed significantly, BAUMANN is entitled, irrespective of any other rights, to withdraw from the transaction.

8.6 The Supplier shall indemnify BAUMANN against all corresponding third-party claims.

9 Quality assurance

9.1 IATF 16949 forms an integral part of these conditions.

9.2 The Supplier is not authorised to make any changes to products, processes, technical data, specifications, materials,

5.3 必须达到约定的交货量。只有经明确的书面同意，才允许增加或减少制造量。

6 终身合同、产品停产

6.1 如果合同订立时供应商知道或必须知道宝马需要供应商交付的产品以制造客户根据终身合同必须向其客户提供的零件，那么供应商承诺将根据商定的条件终身继续交付该产品。

6.2 如果供应商打算更改或停止生产宝马在过去三年至少订购过一次或有义务永久交付的产品，则供应商必须立即通知宝马。除非另有约定，否则最早可在收到更改/停产通知后24个月进行预期的更改。如果没有交货义务，则供应商必须让宝马有机会在24个月后下最后一份订单。此订单不得超过24个月的假定需求。下最后一份订单时的有效条件应适用于所有其他方面。在任何情况下，本协议均不得导致缩短通知期限或减少约定的合同条款。

7 航运、风险转移

7.1 如果宝马能在约定的日期处理交付的货物，那么交货日期或最后期限被满足。

7.2 相反，如果货物未依照 INCOTERMS 2010®交付并且没有任何协议，那么将货物移交的风险转移给合同履行地的第一个接收方。

8 知识产权

8.1 如果任何第三方主张拥有已交付产品的知识产权，宝马承诺在14天内告知供应商。如果有此类第三方提出对知识产权的权利要求，那么宝马可以要求供应商对已交付且已付款的货物做必要的更改，费用由供应商自行承担。它不影响任何进一步的索赔。

8.2 如果第三方根据知识产权主张禁止供应商制造或交付产品，那么在宝马和第三方完成法律情况调查前，宝马有权拒绝执行其验收义务，除非宝马对违背知识产权的后果负责。

8.3 如果宝马拒绝验收产品而产生费用，供应商有义务偿还这些费用。

8.4 如果宝马拒绝验收产品导致损坏或丢失，供应商有义务支付损坏费用，除非供应商对违反知识产权不负责。

8.5 如果交易的延续被严重推迟，那么不论任何其他权利如何，宝马有权退出交易。

8.6 供应商应就所有相应的第三方索赔赔偿宝马。

9 质量保证

9.1 IATF 16949 构成本条件不可或缺的一部分。

9.2 如果会影响到我们的产品要求，那么供应商无权对产品、工艺、技术数据、规范、材料、质量标准、日期或交货量做任何更改或搬迁制造工厂。

9.3 如果供应商未通过重新认证审核，则必须立即通知宝马。在这种情况下，供应商有义务立即建立更新认证所需之条件。

9.4 宝马假定供应商使用的制造过程是安全的过程，并且与合同约定质量的所有偏差可以在交货前通过生产控制计划中规定的测试方法和测试周期予以确定。如果这不正确，供应商必须以书面形式明确告知客户。

10 质量缺陷责任

10.1 供应商必须交付符合合同关于质量和类型以及包装和装箱要求的货物。合同订立时，货物必须适合于供应商宣称的用途。如果供应商准备过一个初始样品，那么货物必须跟初始样品的性能一样。如果初始样品的性能不能满足供应商所知的用途，那么货物不符合合同要求。如果宝马批准了初始样品，则本条也适用。

10.2 如果供应商不了解或没有必要了解用途或者没有准备初始样品，那么如果货物适于同类货物常用的用途，这些货物才符合合同要求。

10.3 除非合同另有约定，否则只有货物符合发货方所在国的法规，才符合合同标准。如果供应商知道或必须知道货物将在多个国家使用，那么只有当货物满足供应商已知的所有接收方国家的要求时，才符合合同要求。

10.4 保修期为24个月。如果在保修期内发现任何规格偏离，供应商承诺在收到投诉后立即对偏离进行分析。分析结果应立即以8D报告的形式发送给宝马。

10.5 如果宝马自发现或应该已发现不符合合同要求时起的适当时间内未通知供应商，则将丧失提出货物不符合合同要求的权利。最终日期必须依照适用的法律确定。如果货物不符合合同要求，宝马可选择要求改正缺陷或交付替代品。如果选择改正缺陷，供应商有义务承担改正缺陷造成的所有费用，特别是运输费、基础设施费、工费和材料费。

10.6 如果改正失败，宝马可要求降价或撤销合同。

10.7 宝马也可依照法律规定要求赔偿。

quality criteria, dates or delivery volumes or to relocate manufacturing plants if these changes will affect our requirements of the product.

- 9.3 BAUMANN must be informed without delay if the Supplier fails its recertification audit. In this case, the Supplier shall be obliged to establish the conditions for renewed certification without delay.
- 9.4 BAUMANN assumes that the manufacturing process used by the Supplier is a safe process and that all deviations from the contractually agreed quality can be identified before delivery with the test methods and test cycles set out in the production control plan. The Supplier must expressly inform the Customer in writing if this should not be correct.

10 Liability for defects

- 10.1 The Supplier must deliver goods that conform to the requirements of the contract with regard to quality and type as well as packaging and containers. The goods must in particular be suitable for the purpose announced to the Supplier upon conclusion of the contract. If the Supplier prepared an initial sample, the goods must exhibit all the properties of the initial sample. If the purpose known to the Supplier cannot be reached with the properties of the initial sample, the goods do not conform to the contract. This also applies if BAUMANN approved the initial sample.
- 10.2 If the Supplier is not aware of the purpose or did not have to be aware of the purpose or did not prepare an initial sample, the goods only conform to the contract if they are suitable for the purposes for which goods of the same kind are usually used.
- 10.3 Unless the parties have agreed otherwise, the goods shall correspond to the contract if the goods correspond to the regulations of the sender country. If the Supplier knows or had to know that the goods will be used in several countries, the goods only conform to the contract if they meet the requirements of all the countries known to the Supplier as recipient countries.
- 10.4 The warranty period is 24 months. If any deviations from the specification are found during the warranty period, the Supplier undertakes to immediately analyse the deviation upon receipt of the complaint. The result of the analysis shall be sent to BAUMANN without delay in the form of an 8D report.
- 10.5 BAUMANN loses the right to plead non-conformity of the goods with the contract if it does not notify the Supplier of non-conformity within a suitable period from the date on which it identified or should have identified this circumstance. This deadline must be determined in accordance with the applicable law. If the goods do not conform to the contract, BAUMANN can choose to demand the rectification of defects or the delivery of substitutes. If the rectification of defects is chosen, the Supplier is obliged to bear all the costs incurred for the removal of all defects, in particular the costs of transport, infrastructure, work and materials.
- 10.6 If the rectification fails, BAUMANN can either demand a price reduction or withdraw from the contract.
- 10.7 BAUMANN can also claim damages in accordance with the statutory provisions.

11 Liability

- 11.1 Unless agreed otherwise in these terms and conditions, the Supplier shall be liable for all and any kind of contract breach as well as for all and any statutory claims for damages in accordance with the legal provisions.
- 11.2 If BAUMANN is held liable for breaches of official safety regulations or domestic or foreign product liability rules or laws for a defectiveness of the product that derives from the Supplier's goods, BAUMANN is entitled to demand damages from the Supplier to the extent this defectiveness was caused by the products delivered by the Supplier. This damage includes the costs of any product recall. If a defect is identified to a part delivered by the Supplier, it shall be assumed that the defect occurred exclusively in the area of responsibility of the Supplier.
- 11.3 The Supplier shall take out sufficient insurance cover for all risks arising from product liability, including the risk of product recall, and submit the insurance policy for BAUMANN's inspection upon request.

12 BAUMANN's withdrawal right, termination of open-ended contracts

- 12.1 If anything unforeseen and outside the control of BAUMANN happens that materially changes the business impact or content

11 责任

- 11.1 除非本条款和条件另有约定，否则供应商应根据法律规定，对所有任何类型的合同违约以及所有任何法定损害赔偿承担责任。
- 11.2 如果宝马必须承担由供应商的货物衍生出的产品的缺陷而引起的违反官方安全法规或国内外产品责任规则或法律的责任，只要该缺陷是由供应商交付的产品所引起，则宝马有权要求供应商提供损害赔偿。此损害包括任何产品召回的成本。如果发现供应商交付的零件存在缺陷，则应假定该缺陷仅发生在供应商的责任范围内。
- 11.3 供应商应为产品责任产生的所有风险（包括产品召回风险）购买足够的保险，并根据要求提供保险单供宝马检查。

12 宝马的撤回权、终止无固定期限合同

- 12.1 如果发生无法预见和超出宝马控制范围的情况，根本改变了业务影响或服务内容，或从实质上影响了宝马的运营，又或非宝马的原因造成合同履行无法完成，那么宝马有权部分或全部撤回合同（除非要求供应商接受部分撤回是不合理的）。该条款不影响任何其他撤回的法定权利。
- 12.2 供应商无权对此类撤回提出赔偿要求。即使已与供应商达成延长交货最终期限的协议，如果宝马希望行使撤回权，必须向供应商告知其撤回意图。
- 12.3 宝马可为无固定期限合同提供三个月的终止通知。

13 数据隐私

- 13.1 供应商承诺向以其名义或代表其与宝马通信的人员取得具有法律效力的声明，同意宝马收集、存储、处理和使用其个人数据以处理和执行先前敲定的交易以及正在进行的交易，并为新合同和类似业务关系奠定基础。此时特指的个人数据包括其联系信息，如姓名、地址、公司职位、电话号码、电子邮件地址等，以及与特定技术诀窍、会议场地和时间有关的信息以及类似数据。
- 13.2 供应商承诺向以其名义或代表其与宝马通信的人员取得具有法律效力的声明，明确同意宝马将其个人数据转发给第三方以处理和执行先前敲定的交易以及正在进行的交易，并为新合同和类似业务关系奠定基础。
- 13.3 供应商承诺向以其名义或代表其与宝马通信的人员取得具有法律效力的声明，明确同意宝马仅须在相关人员明确要求时删除这些人员的个人数据。
- 13.4 这里的“具有法律效力”是指供应商必须自己确定，根据数据保护立法和一般义务法，有效的声明必须满足的条件。
- 13.5 如果供应商无法获得这些声明，则其有义务以书面形式明确告知宝马。
- 13.6 如果供应商违反此通知义务，或者如果供应商取得的声明随后被证实为全部或部分无效，则供应商应就第三方针对宝马主张的所有此类索赔赔偿宝马。这不影响宝马关于损害赔偿的相关法定权利要求。
- 13.7 在所有其他方面，宝马应根据《联邦数据保护法》处理供应商的个人数据。

14 履行地、仲裁法庭、其他事项

- 14.1 除非另有明确约定，履行地为宝马的注册地。
- 14.2 如果供应商是商户、公共部门合法实体或依公法设立的特殊基金的代理人，则与本合同或其有效性相关的所有争议最终应依照德国仲裁机构（DIS）的仲裁规则解决，不诉诸普通法庭。如果宝马在欧洲，仲裁地为苏黎世。如果宝马在亚洲，仲裁地为香港。如果宝马在北美或南美，仲裁地为纽约。必须有三个仲裁人。适用提起仲裁程序时有效的仲裁规则（下载地址：www.dis-arb.de）
- 14.3 如果这些一般条款和条件的任何一个条款，或某个条款的一部分是无效的或成为无效的，那么其余的条款或某个条款的剩余部分将保持有效。

15 国际合作伙伴

- 15.1 如果供应商在国外，下面的条款作为上面条款的补充或修正使用：
- 15.2 只适用德国法律。
- 15.3 如果有互相矛盾的合同报盘和验收声明，则根据客户的最终声明的条款，该货物将被当作新报盘的货物。
- 15.4 如果交付有缺陷，宝马在什么时候均有权要求撤销合同。在告知缺陷后，不论缺陷告知的日期，在保修期限内任何时候可要求按照合同违约的情况进行索赔。
- 15.5 对损失的索赔不限于可预见的损失。
- 15.6 如果在第12章节的任何条款与宝马集团采购通用条款和条件的其他条款冲突，那么在第12章中的条款优先。
- 15.7 合同语言是德**英**语。如果合同方使用其他语言，那么德**英**语版本将优先。

of the service or materially affects BAUMANN's operations, or if the performance of the contract subsequently proves impossible for reasons for which BAUMANN is not responsible, BAUMANN has the right to withdraw from the contract in part or in whole, unless it is unreasonable to expect the Supplier to accept a partial withdrawal. This clause does not affect any other statutory rights of withdrawal.

- 12.2 The Supplier shall have no claims to damages on account of such rescission. If BAUMANN wishes to exercise its right of withdrawal, it must inform the Supplier of its intention, even if an extension of the delivery deadline has already been agreed with the Supplier.
- 12.3 BAUMANN can give three months' notice of termination for open-ended contracts.

13 Data privacy

- 13.1 The Supplier undertakes to obtain legally effective declarations from all persons who communicate with BAUMANN in its name or on its behalf in which these persons agree that BAUMANN may collect, store, process and use their personal data for the purpose of processing and performing previously finalised transactions as well as ongoing transactions and to lay the groundwork for new contracts and similar business relationships. In this context, personal data in particular include their contact data, such as: name, address, position in the company, telephone number, email address, etc., as well as data pertaining to specific know-how, information about venues and times of meetings and similar data.
- 13.2 The Supplier undertakes to obtain legally effective declarations from all persons who communicate with BAUMANN in its name or on its behalf in which these persons expressly agree that BAUMANN may forward their personal data to third parties for the purpose of processing and performing previously finalised transactions as well as ongoing transactions and to lay the groundwork for new contracts and similar business relationships.
- 13.3 The Supplier undertakes to obtain legally effective declarations from all persons who communicate with BAUMANN in its name or on its behalf in which these persons expressly agree that BAUMANN only has to erase the personal data of these persons at the express request of the person in question.
- 13.4 Legally effective in this sense means that the Supplier must itself determine the conditions that must be met by an effective declaration pursuant to data protection legislation and the general law of obligations.
- 13.5 The Supplier is obliged to expressly inform BAUMANN in writing if these declarations are not available to the Supplier.
- 13.6 If the Supplier breaches this obligation to notify or if it subsequently proves that the declarations obtained by the Supplier are ineffective, either in whole or in part, the Supplier shall indemnify BAUMANN for all claims in this regard that are asserted by third parties against BAUMANN. This shall not affect BAUMANN's related statutory claims for damages.
- 13.7 In all other respects, BAUMANN shall treat the Supplier's personal data in accordance with the Federal Data Protection Act.

14 Place of performance, arbitration court, miscellaneous

- 14.1 Unless explicitly agreed otherwise, the place of performance is the registered office of BAUMANN.
- 14.2 If the Supplier is a merchant, a public sector legal entity or an agent for a special fund set up under public law, all disputes in connection with this contract or its validity shall be finally settled in accordance with the arbitration rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts. If BAUMANN is located in Europe, the seat of arbitration is Zurich. If BAUMANN is located in Asia, the seat of arbitration is Hong Kong. If BAUMANN is located in North or South America, the seat of arbitration is New York. There must be three arbitrators. The arbitration rules that are valid when the arbitration proceedings are filed apply (can be downloaded at: www.dis-arb.de)
- 14.3 If any provision or part of a provision of these GTC should be or become ineffective, the remaining provisions or part of a provision will remain effective.

15 International contracting partners

- 15.1 If the Supplier is located abroad, the following applies in supplementation or in deviation of the above:
- 15.2 German law applies exclusively.
- 15.3 In the event of contradictory contractual offers and acceptance declarations, the delivery shall be regarded as a new offer

说明:

我们存储供应商的个人数据并遵守法律规定。存储数据是为了处理和执行先前敲定的交易以及正在进行的交易，并为新合同和类似业务关系奠定基础。

在法定条款的限制范围内，供应商可要求宝马提供其存储的有关供应商个人数据的信息。

如果供应商认为宝马的行为违反了适用法律，则必须直接联系宝马。如果该投诉合理，宝马应立即纠正违规行为。在这种情况下，不需要发出惩戒警告函或在法院提起诉讼。我们必须指出，没有任何重复风险是指，如果供应商发出惩戒警告函或提起诉讼以主张违反现行法律行为，则必须自行承担由此产生的费用。

according to the terms of the last declaration of the Customer.

- 15.4 In the case of a defective delivery, BAUMANN is at all times entitled to demand the cancellation of the contract. After the defects have been notified, claims based on contractual violations can be asserted at any time during the warranty period, regardless of the date on which the defects were notified.
- 15.5 Claims for damages are not limited to foreseeable loss or damage.
- 15.6 If any clause in section XII contradicts the other provisions of the General Terms and Conditions of Purchase of the Baumann Group, the clause in section XII takes precedence.
- 15.7 The contract language is English. If the contractual partners use another language in addition, the English wording shall take precedence.

Note:

We store personal data of our suppliers and comply with the legal provisions. Data are stored for the purpose of processing and performing previously finalised transactions as well as ongoing transactions and to lay the groundwork for new contracts and similar business relationships.

Within the limits of the statutory provisions, the Supplier may request information about its personal data stored by BAUMANN.

The Supplier must contact BAUMANN directly if it believes that BAUMANN's conduct is in breach of the applicable laws. If this complaint is justified, BAUMANN shall immediately remedy the breach. There is no need for a disciplinary warning letter or court action in such cases. We have to point out that the absence of any risk of repetition means that the Supplier shall have to bear the resulting costs itself if it should issue a disciplinary warning letter or instigate court action to assert the breach of current legislation.