

## 1. General provisions

1.1 Loedige Automation Technology (Beijing) Co. Ltd. (hereinafter individually or collectively referred to as "the Customer") places orders based on these Terms and Conditions and on any other included separate contractual agreements. Contrary or Conflicting to terms and conditions of delivery and service of the supplier will not form part of the contract through the placement of an order and performance of the contract, especially the acceptance of goods or other services.

1.2 These Terms and Conditions apply in the valid version at the time of the Customer's order or in any case, the latest version provided to the supplier, including for all future contracts with the supplier, until their revocation by the Customer. Agreed deviations only apply to the order for which they are individually agreed.

## 2. Order and Confirmation

2.1 The Customer may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt.

2.2 Any alterations, amendments or additions to the order shall only become a part of the agreement if the Customer accepts such in writing. In particular, the Customer is bound by the General Terms and Conditions of the Supplier only to the extent that these are in accordance with the Customer's own General Terms and Conditions or if the Customer agrees to such in writing. The acceptance of deliveries or services as well as payments do not constitute such agreement.

2.3 The Purchase Order constitutes an offer by the Customer, which may be accepted by the Supplier by acknowledgement or by performance of the Services or supply of the Products set out in the Purchase Order. Acceptance of the Purchase Order shall be deemed to bind the Supplier to the Contract.

## 3. Rights of Use

3.1 The Supplier hereby grants the Customer the following non-exclusive, transferable, worldwide and perpetual rights:

3.1.1 to use the deliveries and services including related documentation, to integrate them into other products and to distribute them worldwide;

3.1.2 to use or allow others to use software and its related documentation (hereinafter collectively referred to as "Software") in connection with the installation, launch, testing and operation of the Software;

3.1.3 to sublicense the right of use under this section above to affiliates to other distributors and end customers;

3.1.4 to license to affiliates and other distributors the right to sublicense the right of use under this section above to end customers;

3.1.5 to use the Software for integration into other products and to copy the Software, or to allow affiliates or other distributors to use and copy the Software;

3.1.6 to distribute, sell, hire out, lease ready for download or make publicly available the Software, e.g. in the context of Application Service Providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;

3.1.7 to sublicense the right of use under this section above to affiliates and other distributors;

3.2 In addition to the rights granted in this section above, the Customer, affiliates and other distributors are authorized to allow end customers to transfer Software licenses;

3.3 All sublicenses granted by the Customer must contain appropriate protection for the intellectual property rights of the Supplier in the Software. All sublicenses must contain any contractual provisions used by the Customer to protect its own intellectual property rights. Should the products and services delivered by the Supplier contain open-source software, the Supplier must deliver to the Customer at the latest at the time the order is confirmed the following:

- The source code of the relevant open-source software, insofar as the applicable open-source conditions require the disclosure of this source code; and

- A schedule of all open-source files used, indicating the relevant license and including a copy of the complete text of such license; and

- A written declaration that through the intended use of the open-source software neither the products of the Supplier nor the products of the Customer will be subject to a "Copy left Effect". In the context of this provision, "Copy left Effect" means that the provisions of the open-source license require that certain of the Supplier's products, as well as any products derived from these, may only be distributed further in accordance with the terms of the open-source license e.g. only if the source code is disclosed;

Should the Supplier not indicate until after receipt of the order that its products and services contain open-source software, then the Customer is entitled to cancel the order within 14 days of receipt of this information and provision of all the information contained in the above paragraph. The Supplier shall refund to the Customer all amounts already received (if any). If the Customer suffers any loss due to the Supplier's failure to disclose the use of open-source software in advance, the Supplier shall fully compensate the Customer for such loss.

## 4. Delivery periods and Penalties for Delay and Factory Acceptance Testing (FAT)

4.1 Delivery periods stated by Loedige Automation Technology (Beijing) Co. Ltd. in the order are binding. For the purposes of establishing the timeliness of delivery or rectification, the relevant point in time is the date of receipt at the place of receipt designated by the Customer, and for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance.

4.2 Where any delay in delivery or performance or rectification can be anticipated, the Customer shall be notified immediately and its decision sought.

4.3 If in the event of delay, the Supplier cannot prove that it is not responsible for the delay, the Customer may charge a penalty in respect of each commenced working day of delay amounting to 0.5% but not exceeding a maximum total of 10% of the total value of the contract or purchase order. In the event that the appropriate reservation of rights is not made at the time of acceptance of delivery, services or rectification, this penalty may still be claimed if the reservation of rights is made until the date of final payment.

4.4 The Supplier shall conduct 100% Factory Acceptance Testing (FAT) on all products / equipment prior to delivery to ensure compliance with contractual specifications, industry standards, and agreed-upon requirements. No product or equipment shall be shipped unless it has successfully passed FAT and the results have been formally confirmed by Loedige.

4.5 The Supplier must allow the Customer to inspect the Goods at the Supplier's workshops or factories. The Customer may witness or conduct factory tests as outlined in the Request of Quotation (RFQ), Purchase Order (PO), or technical specifications. An FAT does not constitute acceptance of the Goods and does not release the Supplier from its obligations under this agreement. Any payment, expression of satisfaction, delivery acceptance or approval by the Customer does not limit or waive the right to make claims or take action for any breach of the Supplier's obligations under the Purchase Order / Sub-contract. The Supplier must promptly notify the Customer when the Goods are ready for FAT so that the test can be arranged without delaying the shipment.

4.6 When providing the Services, the Supplier shall ensure that the Services and the Deliverables shall conform with all descriptions and specifications set out in the Purchase Order, and the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer; use the best quality materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, shall be free from defects in workmanship, installation and design; and provide all equipment, tools and vehicles and such other items as are required for the provision of the Services to the Customer.

## 5. Transfer of Risk, Dispatch and Place of Performance, Transfer of Title

5.1 For deliveries involving installation, commissioning, or services, the transfer of risk occurs upon acceptance. For deliveries not involving installation or commissioning, the transfer of risk shall occur upon receipt by the Customer at the designated place of receipt.

5.2 Unless otherwise agreed, the costs of delivery and packaging shall be borne by the Supplier. For pricing ex works or ex warehouse of the Supplier, transport shall be arranged

at the lowest possible cost, unless the Customer requests a specific delivery method. Any additional costs arising from non-compliance with transport requirements shall be covered by the Supplier. Where the price is quoted free to the recipient, the Customer may determine the transportation method. Any extra costs incurred due to expedited delivery to meet the deadline shall be borne by the Supplier.

5.3 Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number. Notice of dispatch shall be provided immediately with the same information.

5.4 If the transport is performed by a carrier commissioned by the Customer, the Supplier will inform the carrier of the necessary data concerning dangerous goods in accordance with legal requirements.

5.5 If the Customer informs the Supplier that following the initial transport another transport with a different mode of transport is scheduled, the Supplier will also follow the relevant legal requirements concerning dangerous goods with regard to such on-going transport.

5.6 The Supplier shall be liable for any expenses and/or damages incurred by Customer due to any breach of the obligations under this section 5, unless Supplier is not responsible for such breach.

5.7 Transfer of title shall be upon delivery or acceptance by the Customer, as the case may be.

## 6. Invoices

The order number or contract number as well as the number of each individual item shall be detailed in invoices. Insofar as any such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates.

## 7. Payment for Products and Services

7.1 The prices stated in the order are binding. Unless otherwise agreed, all prices include delivery in accordance with DDP Incoterms 2020, including packaging, to the delivery address specified in the order and any ancillary services of the supplier (e.g. assembly, installation, commissioning). Prices are exclusive of the applicable Value-Added Tax (VAT) in the People's Republic of China, which shall be separately stated and charged in accordance with applicable law.

7.2 Purchase Price: The purchase price for the Products shall be as set out in the Purchase Order and shall include the costs of packaging, insurance, and carriage of the Products, unless otherwise agreed in writing and signed by the Customer. No additional charges shall be effective unless agreed in writing and signed by the Customer.

7.3 Charges for Services: The charges for the Services shall be outlined in the Purchase Order and will represent the full and exclusive remuneration of the Supplier for the performance of the Services. Unless otherwise agreed in writing and signed by the Customer, such charges shall encompass all expenses incurred by the Supplier, directly or indirectly, associated with the performance of the Services.

7.4 The invoice will be settled within 30 days after confirmation by the Customer, or in accordance with the PO milestone if applicable. The Supplier shall issue invoice(s) only after the Products have been delivered and/or the Services have been performed. All invoice(s), delivery note(s), and job completion sheets (if applicable), with written acknowledgments by responsible staff bearing the Customer's chop, should be marked with the relevant Purchase Order numbers.

7.5 The period for payment shall commence as soon as any delivery or service is completed and a correctly issued invoice is received. Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance. The period for payment shall commence after the complete rectification of any deficiency.

7.6 Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in accordance with the Purchase Order or Contract.

## 8. Inspection upon receipt

8.1 The Customer shall immediately upon receipt examine whether a delivery corresponds to the quantity and type of products ordered and whether there are any external recognizable transportation damage or other deficiencies.

8.2 Should the Customer discover any deficiency in the course of these inspections or at any later stage, it shall inform the Supplier of such deficiency.

8.3 Complaints may be raised within one month of delivery of a product or performance, and insofar as deficiencies are not discovered until commissioning, processing or first use, within one month of detection.

8.4 In this regard the Customer shall have no other duties to the Supplier other than the duties of inspection and notification above.

## 9. Warranty

9.1 If deficiencies are identified before or during the transfer of risk or during the warranty period provided for in section 9.9, the Supplier must at its own expense and at the discretion of the Customer either repair the deficiency or provide re-performance of services or replacement of deliveries (=rectification). This provision also applies to deliveries subject to inspection by sample tests. The discretion of the Customer shall be exercised fairly and reasonably.

Should the Supplier fail to rectify (i.e. repair or replacement) any deficiency within a reasonable time period set by the Customer, the Customer is entitled to: cancel the Purchase Order or the contract in whole or in part without being subject to any liability for damages; or demand a reduction in price; or undertake itself any repair at the expense of the Supplier or re-performance of services or replacement of deliveries or arrange for such to be done; and claim damages in lieu of performance. Any rectification may take place without a further deadline at the expense of the Supplier if delivery is affected after the original deadline.

9.2 The same shall apply if the Customer has a strong particular interest in immediate rectification in order to avoid any liability of its own for delay or for other reasons of urgency and it is not reasonable for the Customer to request the Supplier to rectify the deficiency within a reasonable time period.

9.3 The above-mentioned rights shall expire one year from the date of notification of the deficiency but in no instance before the expiry of the warranty periods set out in this section.

9.4 Additional or other statutory rights are not affected hereby.

9.5 If the Supplier provides subsequent performance or repairs, the warranty periods set out in section 9.9 shall begin to run once again.

9.6 Notwithstanding the transfer of risk, the Supplier shall bear the costs and risk related to the rectification (e.g. Return costs, costs of transport)

9.7 The warranty period for deficiencies of material is two years, insofar as no statutory provisions provide longer periods.

9.8 The warranty period for deficiencies in title is two years, insofar as no statutory provisions provide longer periods.

9.9 The warranty period begins to run with the transfer of risk (see section 4.1). Upon delivery to locations where the Customer is operating outside its premises, the warranty period begins with the acceptance by the end customer, in no case later than one year after transfer of risk.

## 10. Duty to Verify Title/Duty to Inform

It is essential that the products are delivered free of any third-party rights. Thus, the Supplier is under a duty to verify title and inform the Customer of any possible conflicting industrial and intellectual property rights. Any breach of such duty is subject to the normal statutory limitation period.

## 11. Subcontracting to Third Parties

Subcontracting to third parties shall not take place without the prior written consent of the Customer and entitles the Customer to cancel the contract or the Purchase Order in whole or in part and claim damages.

## 12. Insurance

The Supplier shall procure and maintain, at its own cost, all necessary and adequate insurance policies from reputable insurance companies approved in writing by the Customer. These insurance policies shall cover liabilities arising out of or in connection with the performance of the Contract and ensure the Customer (including any member of its affiliated group) is indemnified against all direct and indirect claims, demands, proceedings, costs, charges, liabilities, losses, and expenses (including legal costs).

12.1 Construction Work: the Sub-Contractor shall maintain the following insurance policies in accordance with the statutory requirements of the People's Republic of China:

### a. Employer's Liability Insurance

The Sub-Contractor shall comply with statutory requirements under PRC law, ensuring coverage for all employees engaged in the Works.

### b. Contractors' All Risks (CAR)/ Third Party Liability Insurance (if applicable)

(i) for material damages, not less than the Total Purchase Order Amount; and

(ii) for third party liability: minimum CNY 20,000,000 for any one occurrence and unlimited in aggregate during the insurance period.; and

### c. Public Liability Insurance (PL)

(i) A limit of not less than CNY 10,000,000 for any one period of insurance.

(ii) The Contractor shall also include "Loedige Automation Technology (Beijing) Co. Ltd." as the Insured under the insurance policies taken out pursuant to or in connection with the PO and, at the Customer's request, provide the Customer with copies of the insurance policies or certificates of insurance or endorsements prior to the commencement of the Works Period as evidence that the insurance referred to therein has been affected and is in force at all material times. The Contractors' All Risks and Third-Party Liability insurance policies shall include the "Cross Liability Clause" and shall not include any "Non-contribution Clause".

(iii) The insurance period shall cover the Works Period & working at height (if applicable) and in addition, the period up to the expiration of the Defects Liability Period or completion of making good of all Defects found within the Defects Liability Period, whichever is later. The Employer's Liability Insurance to be taken out must be affected at the Contractor's sole cost and expense and in the joint names of all parties concerned and must cover all employees.

(iv) If the contract involves works or services conducted outside Mainland China, the Sub-Contractor shall comply with the applicable local laws and procure suitable insurance to cover the relevant risks associated with the project.

12.2 Non-Construction Works: the Service provider shall maintain the following insurance policies:

### a. Employer's Liability Insurance

The Sub-Contractor shall comply with statutory insurance requirements under PRC law.

### b. Public Liability (PL) / Third Party Liability Insurance (if applicable)

CNY 20,000,000 per any one accident; and unlimited for any one period of insurance.

## 13. Provided Material or Product Compliance

13.1 Material provided by the Customer remains the property of the Customer and is to be stored, labelled as property of the Customer and administered separately at no cost to the Customer. Their use is limited to the orders of the Customer only. The Supplier shall supply replacements in the event of reduction of value or loss, for which Supplier is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material. If the Supplier is unable to provide replacements, the Supplier shall compensate the Customer for the value of the corresponding materials as well as all losses suffered by the Customer as a result.

13.2 Any processing or transformation of the material shall take place for the Customer. The Customer shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, the Customer and Supplier hereby agree that the Customer shall be the owner of the new product at all times during the processing or transformation. The Supplier shall keep the new product safe for the Customer at no extra cost and in so doing exercise the duty of care of a merchant.

13.3 The Products shall be new, free from defects in design, material or workmanship, of satisfactory quality and in merchantable condition.

13.4 The Products shall be safe, suitable and fit for any purpose held out by the Supplier or made known to the Customer, whether expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgment.

13.5 The Products shall not infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.

13.6 The Supplier shall not use or supply any toxic or hazardous products or materials in the performance of the Works. All materials provided must comply with the applicable regulations of the People's Republic of China relating to environmental protection, product safety, and workplace safety.

13.7 The Supplier must comply with all applicable statutory regulations of the PRC, including but not limited to the Work Safety Law of the People's Republic of China, the Occupational Disease Prevention Law, and other relevant accident prevention and workplace safety guidelines for services that involve assembly, installation, or commissioning.

13.8 The supplier must provide all the necessary information for any proof of origin required by Customer which must be submitted properly signed, free of charge and without undue delay.

13.9 The Supplier must take reasonable measures to ensure compliance with local regulations and standards applicable to the place of performance.

## 14. Tools, Patterns, Samples, Confidentiality etc.

14.1 Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials provided by the Customer, as well as any materials derived there from, shall not be made available to any third party nor used for any other purpose than those contractually agreed except with the prior written consent of the Customer. Such materials shall be strictly protected against unauthorized access or use. Without prejudice to any other rights, the Customer shall be entitled to demand the immediate return of such materials if the Supplier breaches these duties, in accordance with PRC law.

14.2 The Supplier shall not disclose to any third party any information obtained from the Customer, unless such information is already public or lawfully obtained. Any approved subcontractor must agree to the same confidentiality obligations in writing, in compliance with the applicable laws and regulations of the People's Republic of China, including but not limited to the Personal Information Protection Law of the PRC and the Data Security Law of the PRC.

## 15. Assignment

The Customer shall have the right to assign its rights and obligations under any order or agreement without prior approval of the Supplier; any assignment by the Supplier requires prior written approval of the Customer. After the assignment by the Customer, the Supplier shall perform all contractual obligations directly to the assignee and shall not raise any objection regarding the validity of such assignment.

## 16. Inability to Pay/Insolvency of the Supplier

If the Supplier ceases payment or enters insolvency or bankruptcy proceedings, the Customer may terminate the contract and purchase orders. Upon termination, the Customer may continue to use facilities, deliveries, or services already provided by the Supplier against reasonable payment, in accordance with the applicable laws and regulations of the People's Republic of China, including but not limited to the Enterprise Bankruptcy Law of the PRC.

## 17. Dispute Resolution

Refer to Clause 23

## 18. Code of Conduct for Loedige Beijing Suppliers, Security in the Supply Chain

18.1 The Supplier is obliged to comply with all applicable laws and regulations of the People's Republic of China. In particular, the Supplier shall not engage, actively or passively, nor directly or indirectly, in any form of bribery, in any violation of basic human rights of employees, or in any use of child labour. Moreover, the Supplier shall take responsibility for the health and safety of its employees, act in accordance with the applicable environmental protection laws of the PRC, and use best efforts to promote this Code of Conduct among its own suppliers.

18.2 The Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information, in order to guarantee security in the supply chain in accordance with internationally recognized initiatives and the requirements of the General Administration of Customs of the PRC (e.g. AEO certification). The Supplier shall protect the goods and services provided to the Customer or to third parties designated by the Customer against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.

18.3 In addition to other rights and remedies the Customer may have under PRC law, the Customer may terminate the contract and/or any purchase order issued thereunder in case of breach of the obligations under this section by the Supplier. However, provided that the Supplier's breach of contract is capable of remedy, the Customer's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by the Customer.

## 19. Environmental Protection, Duties to Declare, Dangerous Goods

19.1 Should the delivery contain goods which according to international regulations are classified as dangerous goods, the Supplier will inform the Customer hereof in a form agreed upon between Supplier and Customer, but in no case later than the date of order confirmation. The Supplier shall comply with the requirements of the applicable laws and regulations of the People's Republic of China, including but not limited to the Regulations on the Safe Management of Hazardous Chemicals and the rules of the relevant transport authorities.

### 19.2 Export Control and Foreign Trade Data Regulations

The Supplier shall comply with all applicable export control, customs, and foreign trade regulations ("Foreign Trade Regulations"). The Supplier shall advise Customer in writing within two weeks of receipt of the order and in case of any changes without undue delay of any information and data required by Customer to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:

- All applicable export control list numbers (e.g., China Export Control List); and
- The statistical commodity code according to the current commodity classification for foreign trade Statistics and the HS (Harmonized System) coding; and
- The country of origin (non-preferential origin); and, upon request of the Customer, the Supplier's declaration of preferential origin or preferential certificates (if applicable).

19.3 The Supplier shall be liable for any expenses and/or damages incurred by Customer due to any breach of the obligations according to 19.1, unless Supplier is not responsible for such breach.

## 20. Reservation Clause

The Customer shall not be obligated to fulfil the agreement if such Fulfilment is prevented by any impediments arising out of national or International foreign trade or customs requirements or any embargoes or other sanctions, the applicable laws and regulations of the People's Republic of China and relevant international trade rules, unless Customer was or should have been aware of these obstacles when the agreement was agreed.

## 21. Supplementary Provisions

Insofar as the provisions of these General Terms and Conditions of Purchase Order do not regulate certain matters, the relevant statutory provisions of the laws and regulations of the People's Republic of China shall apply.

## 22. Supplier regress

Before the Customer recognizes or satisfies defect claims (including reimbursement of expenses) of clients the Customer will provide the supplier with an opportunity to issue a statement. If no statement is issued within an appropriate period, the defect claims granted by the Customer will be considered owed to the client in the legal sense. In such cases, counterevidence will be incumbent upon the supplier.

## 23. Place of Jurisdiction and Applicable Law

23.1 If the Supplier is a merchant, the relevant court of jurisdiction shall be the competent People's Court in the People's Republic of China.

23.2 The substantive laws and regulations of the People's Republic of China shall apply, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) 1980.

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Loedige Automation Technology (Beijing) Co. Ltd. • Room 2615, 26/F, Times and Fortune World No. 1, Hangfeng Road, Fengtai District • Beijing China

## 1. 一般规定

1.1 罗地格自动化科技（北京）有限公司（以下单独或统称为“客户”）基于本《条款与条件》以及任何其他单独的合同协议下单。与供应商的交付和服务条款相抵触或冲突的内容，不因下单或合同履行而成为合同的一部分，尤其是货物或其他服务的接受不构成此类同意。

1.2 本《条款与条件》适用于客户下单时有效版本，或在任何情况下适用于提供给供应商的最新版本，并适用于与供应商的所有未来合同，直至客户撤销为止。已同意的偏差仅适用于其单独约定的订单。

## 2. 订单与确认

2.1 如果供应商在收到订单后两周内未以书面形式确认接受订单（确认），客户有权取消该订单。

2.2 订单的任何更改、修订或补充，只有在客户书面接受的情况下才成为协议的一部分。特别是，客户仅在供应商的《一般条款与条件》与客户自身的《一般条款与条件》一致，或客户书面同意的情况下，才受其约束。交付或服务的接受以及付款不构成此类同意。

2.3 采购订单构成客户的要约，供应商可通过确认或履行采购订单中规定的服务或产品供应来接受该要约。接受采购订单即视为供应商受合同约束。

## 3. 使用权

3.1 供应商在此授予客户以下非独占、可转让、全球范围内且永久的权利：

3.1.1 使用交付物和服务，包括相关文档，将其整合到其他产品中并在全球范围内分发；

3.1.2 使用或允许他人使用软件及其相关文档（以下合称为“软件”），用于软件的安装、启动、测试和运行；

3.1.3 将本条授予客户的使用权再许可给关联公司、其他分销商和最终客户；

3.1.4 授权关联公司和其他分销商再许可将本条授予客户的使用权给最终客户；

3.1.5 将软件用于整合到其他产品中，并复制软件，或允许关联公司或其他分销商使用和复制软件；

3.1.6 分发、销售、出租、租赁、提供下载或公开提供软件，例如在应用服务提供（ASP）或其他情境下，并在必要范围内复制软件，但前提是同时使用的许可证数量不得超过已购买的许可证数量；

3.1.7 将本条授予客户的使用权再许可给关联公司及其他分销商；

3.2 除本条授予客户的使用权外，客户、关联公司和其他分销商有权允许最终客户转让软件许可证。

3.3 客户授予的所有再许可必须包含对供应商在软件中的知识产权的适当保护。所有再许可必须包含客户用于保护自身知识产权的合同条款。若供应商交付的产品和服务包含开源软件，供应商必须在确认订单时最迟向客户提供以下内容：

- 相关开源软件的源代码（在适用的开源条件要求披露该源代码的情况下）；
- 所有使用的开源文件清单，注明相关许可证，并附上该许可证的完整文本副本；
- 一份书面声明，确认通过预期使用该开源软件，供应商的产品及客户的产品均不会受到“Copyleft”效应的约束。在本条款中，“Copyleft 效应”指开源许可证的规定要求供应商的某些产品以及任何由此衍生的产品只能按照开源许可证的条款进一步分发，例如在源代码被披露的情况下。

若供应商在收到订单后才表明其产品和服务包含开源软件，则客户有权在收到该信息及上述所有资料后的 14 天内取消订单，并要求供应商退还已收取的全部款项（如有）。若因供应商未提前披露开源软件导致客户产生任何损失，供应商应当向客户赔偿全部损失。并要求供应商退还已收取的全部款项（如有）。若因供应商未提前披露开源软件导致客户产生任何损失，供应商应当向客户赔偿全部损失。

## 4. 交付期限、延迟罚则及工厂验收测试（FAT）

4.1 罗地格自动化科技（北京）有限公司为客户在订单中规定的交付期限具有约束力。为确定交付或整改的及时性，相关时间点为客户指定的收货地点的收货日期；对于涉及安装、调试或整改服务的交付，相关时间点为验收日期。

4.2 如果预计交付、履行或整改延迟，必须立即通知客户并征求其决定。

4.3 若发生延迟，供应商不能证明其对延迟不负责任的情况下，客户可就每一个已开始的工作日延迟收取相当于合同或采购订单总价值 0.5% 的罚金，但累计最高不超过 10%。即使在交付、服务或整改验收时未作出适当的权利保留，该罚金仍可在最终付款日期前提出权利保留后予以主张。

4.4 供应商必须在所有产品/设备交付前进行 100% 工厂验收测试（FAT），以确保符合合同规范、行业标准和商定要求。所有产品/设备必须通过 FAT 后方可视为准备发货。在设备或规范成功完成 FAT（工厂验收测试），并经 Loedige 正式确认测试结果之前，供应商不得进行任何形式的发货。

4.5 供应商必须允许客户在其车间或工厂检查货物。客户可根据报价请求（RFQ）、采购订单（PO）或技术规范进行工厂测试。FAT 并不构成对货物的验收，也不解除供应商在本协议项下的义务。客户的任何付款、满意表示、交付验收或批准均不限制或放弃其就供应商违反采购订单/分包合同义务提出索赔或采取行动的权利。供应商必须在货物准备好进行 FAT 时立即通知客户，以便安排测试而不延误发货。

4.6 在提供服务时，供应商必须确保服务和交付物符合采购订单中规定的所有描述和规范，并且交付物适合客户明确或默示告知供应商的任何用途；使用最佳质量的材料、标准和技术，确保交付物以及在服务中提供和使用或转移给客户的所有货物和材料在工艺、安装和设计上无缺陷；并提供所有设备、工具、车辆及其他其为向客户提供服务所需的物品。

## 5. 风险转移、发运与履行地点、所有权转移

5.1 对于涉及安装、调试或服务的交付，风险的转移在验收时发生。对于不涉及安装或调试的交付，风险的转移应在客户于指定收货地点收到货物时发生。

5.2 除非另有约定，交付和包装费用由供应商承担。若价格为出厂或供应仓库交货，运输应以最低可能成本安排，除非客户要求特定的交付方式。因未遵守运输要求而产生的额外费用由供应商承担。若价格为到货交货，客户可决定运输方式。因加急交付以满足期限而产生的额外费用由供应商承担。

5.3 每次交付应附有装箱单或送货单，注明内容及完整的订单号。发运通知应立即提供，并包含相同信息。

5.4 若运输由客户委托的承运人执行，供应商应根据法律要求向承运人提供有关危险品的必要数据。

5.5 客户通知供应商在初次运输后还安排了另一种运输方式的后续运输，供应商也应遵守与该后续运输相关的危险品法律要求。

5.6 因供应商违反本第 5 条规定而导致客户发生的任何费用和/或损害，供应商应承担，除非该违约并非供应商所致。

5.7 所有权的转移应在交付或客户验收时发生，视具体情况而定。

## 6. 发票

6.1 发票中应详细注明订单号或合同号以及每个单项的编号。若缺少上述任何信息，发票将不予支付。发票副本应标注为“副本”。

## 7. 产品与服务的付款

7.1 订单中所列价格具有约束力。除非另有约定，所有价格均包含按照《国际贸易术语解释通则 2020》（DDP 条件）交付至订单指定的交货地址，包括包装以及供应商的任何附带服务（例如组装、安装、调试）。价格不包含中华人民共和国适用的增值税（VAT），该税费应单独列示并根据适用法律收取。

7.2 采购价格：产品的采购价格应以采购订单中所列为准，并应包括包装、保险及运输费用，除非非客户书面同意并签署另有约定。任何未获客户书面同意并签署的额外费用均不生效。

7.3 服务费用：服务费用应在采购订单中列明，并构成供应商履行服务的全部且唯一报酬。除非非客户书面同意并签署另有约定，该费用应涵盖供应商因履行服务而直接或间接产生的所有开支。

7.4 发票应在客户确认后 30 日内结算，或在适用情况下按照采购订单的里程碑结算。供应商仅在产品交付和/或服务完成后方可开具发票。所有发票、送货单及工作完成单（如适用），均由负责人员签字并加盖客户印章，并标注相关采购订单号。

7.5 付款期限自交付或服务完成并收到正确开具的发票之日起开始计算。若供应商需提供材料检测、测试记录、质量控制文件或其他文件，则此类文件应视为交付或履行完整性的组成部分。付款期限应在所有缺陷完全纠正后开始计算。

7.6 付款不构成对相关交付或服务已按照采购订单或合同履行的确认。

## 8. 收货检验

8.1 客户在收货后应立即检查交付的数量和产品类型是否与订单一致，并检查是否存在任何外部可识别的运输损坏或其他缺陷。

8.2 若客户在上述检查过程中或在之后发现任何缺陷，应及时通知供应商。

8.3 客户可在产品交付或服务履行后一个月内提出投诉；若缺陷在调试、加工或首次使用时才被发现，则应在发现后一个月内提出。

8.4 在此方面，客户对供应商的义务仅限于上述检验和通知义务。

## 9. 保修

9.1 若存在风险转移之前或期间，或在第 9.9 条所规定的保证期内发现缺陷，供应商必须自行承担费用，并由客户自行选择修复缺陷、重新履行服务或更换交付品（即补救）。该规定同样适用于需通过抽样测试检验的交付品。客户的选择应公平合理。

9.2 若供应商未在客户设定的合理期限内完成补救（即修理或更换），客户有权：全部或部分取消采购订单或合同，且无需承担任何损害赔偿费用；或要求降低价格；或自行进行修理或重新履行服务或更换交付品，或安排他人进行，并由供应商承担费用；并可要求损害赔偿以替代履行。若交付已超过原定期限，补救可在无需进一步期限的情况下由供应商承担费用完成。

9.3 若客户因避免自身延误责任或其他紧急原因而对立即补救有重大特殊利益，且客户无法合理要求供应商在合理期限内补救缺陷，则适用同样规定。

9.4 上述权利自客户通知缺陷之日起一年后失效，但在任何情况下不得早于本条所规定的保证期届满之前失效。

9.5 其他附加或法定权利不受本条影响。

9.6 若供应商进行后续履行或修理，第 9.9 条所规定的保证期应重新开始计算。

9.7 尽管风险已转移，供应商仍应承担与补救相关的费用和 risk（例如退货费用、运输费用）。

9.8 材料缺陷的保证期为两年，除非法律规定更长的期限。

9.9 权利瑕疵的保证期为两年，除非法律规定更长的期限。

9.10 保证期自风险转移之时开始（见第 5.1 条）。若交付至客户在其场所外运营的地点，保证期自终端客户验收时开始，在任何情况下不得晚于风险转移后一年的时间。

## 10. 所有权核查义务/通知义务

10.1 产品必须在无任何第三方权利的情况下交付。因此，供应商有义务核查所有权，并告知客户任何可能存在的工业产权或知识产权冲突。任何违反该义务的行为均适用正常的法定时效期限。

## 11. 向第三方分包

11.1 未经客户事先书面同意，不得将合同分包给第三方。若违反此规定，客户有权全部或部分取消合同或采购订单，并要求赔偿损失。

## 12. 保险

12.1 供应商应自行承担费用，从经客户书面批准的信誉良好的保险公司处采购并维持所有必要且充分的保险。这些保险应涵盖因履行合同而产生或与之相关的责任，并确保客户（包括任何关联集团成员）获得针对所有直接和间接的索赔、要求、诉讼、费用、收费、责任、损失和开支（包括法律费用）的赔偿。

12.2 建筑工程：分包商应依照中华人民共和国法律的法定要求，维持以下保险：

### a. 雇主责任保险：

分包商应遵守中国法律的法定要求，确保涵盖所有参与工程的员工。

### b. 承包商一切险（CAR）/ 第三方责任保险（如适用）

(i) 物质损害：保额不得低于采购订单总金额；

(ii) 第三方责任：每次事故最低人民币 20,000,000 元，保险期内总额不设上限；

### c. 公众责任险（PL）

(i) 每一保险期的保额不得低于人民币 10,000,000 元；

(ii) 承包商应将“罗地格自动化技术（北京）有限公司”列为被保险人，并在工程开始前，应客户要求提供保险单、保险证书或批准的本，以证明保险已生效并在所有重要期间持续有效。承包商一切险及第三方责任保险应包含“交叉责任条款”，且不得包含“不分摊条款”。

(iii) 保险期应涵盖工程期及高空作业（如适用），并延续至缺陷责任期届满或所有缺陷修复完成（以较晚者为准）。雇主责任保险必须由承包商自行承担费用并以所有相关方的联名投保，且必须涵盖所有员工。

(iv) 若合同涉及在中国大陆以外地区进行的工程或服务，分包商应遵守当地法律并投保适当的保险，以涵盖相关风险。

### 12.2 非建筑工程：服务提供者应维持以下保险政策：

#### a. 雇主责任保险

分包商应遵守中国法律的法定保险要求。

#### b. 公众责任险（PL）/ 第三方责任保险（如适用）

每次事故最低人民币 20,000,000 元；每一保险期总额不设上限。

## 13. 提供的材料或产品合规

13.1 客户提供的材料仍归客户所有，应妥善存放、标注为客户财产并单独管理，且不得向客户收取任何费用。若使用仅限于客户的订单。若因供应商责任导致价值减少或丢失，即使是一般过失，供应商也应提供替代品。这同样适用于分配材料的转移。若供应商无法提供替代品，应向客户赔偿对应材料的价值以及客户因此遭受的全部损失。

13.2 任何对材料的加工或改造均应为客户进行。客户应立即为客户财产或改造产品的所有人。如因法律原因无法实现，客户与供应商同意客户在加工或改造过程中始终为新产品的所有人。供应商应无偿为客户妥善保管新产品，并履行商人的谨慎义务。

13.3 产品应为全新，且在设计、材料或工艺上无缺陷，质量令人满意并符合可销售状态。

13.4 产品应安全、适用并符合供应商明示或默示告知客户的任何用途。在此方面，客户依赖供应商的技能和判断。

13.5 产品不得侵犯任何第三方的专利、版权、商标、商业秘密或其他专有权利。

13.6 供应商不得在工程履行中使用或提供任何有毒或危险的产品或材料。所有提供的材料必须符合中华人民共和国关于环境保护、产品安全和工作场所安全的相关法规。

13.7 供应商必须遵守中华人民共和国所有适用的法律法规，包括但不限于《中华人民共和国安全生产法》、《职业病防治法》以及其他涉及装配、安装或调试服务的安全预防和在工作场所安全指南

13.8 供应商必须提供客户要求的任何原产地证明所需的全部信息，并及时提交，签署完整、免费且不得无故拖延。

13.9 供应商必须采取合理措施，确保符合履约地适用的当地法规和标准。

## 14. 工具、模具、样品、保密等

14.1 客户提供的任何工具、模具、样品、模型、剖面、图纸、标准规范表、印刷模板及材料，以及由此衍生的任何材料，未经客户事先书面同意，不得向任何第三方提供，也不得用于合同约定之外的其他用途。此类材料必须严格防止未经授权者的访问或使用。在不影响客户其他权利的情况下，如供应商违反上述义务，客户有权根据中国法律要求立即返还该等材料。

14.2 供应商不得向任何第三方披露从客户处获得的任何信息，除非该信息已公开或合法获得。任何经批准的分包商必须书面同意遵守相同的保密义务，并符合中华人民共和国适用的法律法规，包括但不限于《中华人民共和国个人信息保护法》和《中华人民共和国数据安全法》。

## 15. 转让

15.1 客户有权在无需供应商事先批准的情况下转让其在任何订单或协议项下的权利和义务；供

应商的任何转让均须事先获得客户的书面批准。客户转让后，供应商应当直接向受让方履行全部合同义务，不得就转让效力提出任何异议。

#### **16. 供应商无力支付/破产**

若供应商停止付款或进入破产或清算程序，客户有权终止合同及采购订单。合同终止后，客户可继续合理付费使用供应商已提供的设施、交付物或服务，并应符合中华人民共和国适用的法律法规，包括但不限于《中华人民共和国企业破产法》。

#### **17. 争议解决**

参见第 23 条。

#### **18. 供应商行为准则及供应链安全，供应链安全**

18.1 供应商有义务遵守中华人民共和国所有适用的法律法规。特别是，供应商不得以任何形式直接或间接、主动或被动地参与任何贿赂行为，不得侵犯员工的基本人权，不得使用童工。此外，供应商应对员工的健康与安全负责，遵守中国适用的环境保护法律，并尽最大努力在其自身供应商中推广本行为准则。

18.2 供应商应制定必要的组织指令并采取保护措施，尤其是在以下方面确保安全：场所安全、包装与运输、业务伙伴、人员及信息，以保证供应链安全，符合国际公认的倡议及中华人民共和国海关总署的要求（例如 AEO 认证）。供应商应保护提供给客户或客户指定第三方的货物和服务免遭未经授权的访问和篡改。供应商应仅派遣可靠人员处理相关货物和服务，并要求任何分包供应商采取同等的安全措施。

18.3 除中国法律规定的其他权利和救济外，若供应商违反本节项下的义务，客户有权终止合同及/或其项下的任何采购订单。但若供应商的违约行为可补救，客户的终止权应以供应商未能在客户设定的合理宽限期内予以补救为前提。

#### **19. 环境保护、申报义务、危险品**

19.1 若交付的货物根据国际法规被归类为危险品，供应商应在与客户约定的形式下通知客户，但不得迟于订单确认之日。供应商应遵守中华人民共和国适用的法律法规，包括但不限于《危险化学品安全管理条例》及相关运输主管部门的规定。

#### **19.2 出口管制与外贸数据规定**

供应商应遵守所有适用的出口管制、海关及外贸法规（“外贸法规”）。供应商应在收到订单后两周内以书面形式通知客户，并在发生任何变更时及时通知客户，提供客户为遵守所有外贸法规（涉及出口、进口及再出口）所需的全部信息和数据，包括但不限于：

- 所有适用的出口管制清单编号（例如中国出口管制清单）；
- 根据现行外贸统计商品分类的统计商品编码及 HS（协调制度）编码；
- 原产地（非优惠原产地）；以及在客户要求时，供应商的优惠原产地声明或优惠原产地证明（如适用）。

19.3 若供应商违反第 19.1 条项下的义务，除非供应商对此不负责任，否则供应商应对客户因此产生的任何费用和/或损失承担责任。

#### **20. 保留条款**

若因国家或国际对外贸易或海关要求，或任何禁运或其他制裁，或中华人民共和国适用的法律法规及相关国际贸易规则所产生的障碍，导致协议履行受阻，则客户无义务履行该协议，除非客户在协议达成时已知或应当知道这些障碍的存在。

#### **21. 补充条款**

在本采购订单一般条款未对某些事项作出规定的情况下，适用中华人民共和国的相关法律法规的规定。

#### **22. 供应商追索权**

在客户认可或满足其客户的缺陷索赔（包括费用补偿）之前，客户将给予供应商发表声明的机会。若在适当期限内未发表声明，则客户所认可的缺陷索赔在法律意义上视为对客户的债务。在此情况下，供应商负有提供反证的责任。

#### **23 管辖地与适用法律**

23.1 若供应商为商人，则相关管辖法院为中华人民共和国有管辖权的人民法院。

23.2 适用中华人民共和国的实体法律法规，但不适用《联合国国际货物销售合同公约》（CISG, 1980 年）。

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