

Husqvarna's General Terms and Conditions for Purchase of Goods and/or Services 富世华货物和/或服务采购通用条款和条件

Validity

效力

These general terms and conditions ("General Terms") shall apply to any supply of goods and/or services specified in a separate agreement or purchase order (agreement and/or purchase order and these General Terms are together referred to as the "Agreement") where reference is made to these General Terms, insofar as they are not amended by a purchase order or by a written agreement between the parties. These General Terms shall apply irrespective of any provisions to the contrary that may appear on an order, invoice or other document issued by Supplier and prevail over other per-printed terms or conditions contained in either party's documentation or exchanged between the parties. Reference to "Husqvarna" in these General Terms refers to any company within the Husqvarna Group.

在采购订单或协议各方未通过书面形式作出修改的情况下，本通用条款和条件（“通用条款”）应适用于任何引用本通用条款的单独的协议或采购订单（协议和/或采购订单与本通用条款合称为“协议”）中所列明的货物和/或服务的供应。即使供应商发出的订单、账单或其他文件中的任何条款与本通用条款存在不一致，本通用条款仍应适用；且本通用条款应优先于其他在任意一方或各方交换的文件中事先印制的条款或条件。在本通用条款中，“富世华”指富世华集团中的任一公司。

Prices and Payment

价格及价款支付

The agreed prices are fixed and no additional charges, surcharges or fees of any kind or any other price adjustment shall be made without the prior written consent from Husqvarna. Payment shall be made within sixty (60) days from the date of invoice, though Husqvarna cannot be invoiced until all provisions of the Agreement have been fully performed and complied with. Payment shall be made by credit transfer to the bank account supplied in writing by Supplier.

已约定的价格即为固定价格，若无富世华事先书面同意，不应存在任何额外费用、附加费、其他任何形式的费用或作出任何其他价格调整。富世华应当在发票开具日起六十（60）天内支付价款，但是在协议中所有条款被完全履行和遵守前，富世华不应被开具发票。价款应通过银行转账的形式支付至供应商书面提供的银行账户内。

Undisputed payments which are overdue shall incur an interest rate equal to the inter-bank lending rate applied for the currency in which the overdue payment shall be payable.

就逾期未支付的各方无争议的应付款项，需按该款项应支付的货币的银行间同业拆借利率计算逾期利息。

Delivery

交付

It is of utmost importance for Husqvarna that all deliveries are made on time. In case of an anticipated late delivery Supplier is obliged to immediately inform Husqvarna. Supplier shall indemnify and hold Husqvarna harmless from any loss, damage or cost arising out of a late delivery.

按时交付对富世华至关重要。若其预期将发生延迟交付，供应商应立即通知富世华。供应商应补偿富世华并保证富世华将就因延迟交付而产生的任何损失、损害或费用免受损害。

Risk of loss for all goods supplied to Husqvarna hereunder (and the obligation to provide insurance for such goods) shall pass to Husqvarna in accordance with the INCOTERMS (2010) trade term referenced in the Agreement or,

if such trade term is not referenced, upon delivery to Husqvarna at Husqvarna's facility or designated warehouse. Notwithstanding the applicable delivery term (Incoterm), title to all goods supplied shall not pass to Husqvarna until such goods are received at Husqvarna's facility or designated warehouse.

供应给富世华的所有货物的灭失风险（以及为该等货物提供保险的义务）将根据协议所引用的《2010 国际贸易术语解释通则》中的贸易术语的含义转移给富世华，或者，若协议中未引用该等贸易术语，将在交付至富世华的工厂或指定的仓库时发生转移。尽管有上述适用的交付条款（国际贸易术语），供应的所有货物的所有权直至该等货物在富世华的工厂或指定的仓库被收到时才应转移给富世华。

Warranty

保证

Supplier warrants that all goods and services ordered or provided under the Agreement (a) will conform in all respects with the specifications; (b) will be free from any defects in material, design and workmanship; (c) will be performed in a first class, professional and workmanlike manner; (d) shall be fit and sufficient for the purpose for which they are intended; (e) do not infringe any patents or other intellectual property rights of a third party; (f) comply with relevant laws, standards and regulations and (g) are free and clear from any encumbrances or rightful claim of any third party, (a-g above collectively referred to as the "Warranty").

供应商保证被订购的或者根据协议所提供的所有货物和服务将：(a)在各方面符合规格；(b)在材料、设计及工艺方面无瑕疵；(c)展示一流的、专业的及精巧的性能；(d)适应并充分满足于实现所预期的目的；(e)不侵犯任何第三方的专利或其他知识产权；(f)符合相关的法律、标准和规定的要求；(g)没有权益负担或来自任何第三方的正当权益（以上 a 至 g 项合称为“保证”）。

The above mentioned Warranty shall be in addition to warranties implied by law and shall survive delivery and inspection of all or a part of the goods or services. This warranty clause shall extend to Husqvarna and its subsidiaries, affiliates and parent corporation as well as to their successors and assigns and to its customers, distributors, dealers, agents and to its users and consumers. This warranty clause is valid for a period of two (2) years from the date of delivery, except (e)-(g) above, which have no time limitation.

上述保证应为对法律上默示的的保证的补充，并应在全部或部分货物或服务被交付及检验后仍持续有效。本保证条款将扩展至适用于富世华及其子公司、关联公司和母公司以及该等公司的继承方和受让方，以及它们的客户、批发商、经销商、代理商及使用者和消费者。除第(e)至(g)条无期限限制外，本保证条款的其他保证事项将在自交付日起的两年内有效。

Breach of Warranty

违反保证

If there is a breach of Warranty Supplier shall indemnify and hold Husqvarna harmless from any loss, damage or cost arising out of the breach.

若发生对保证的违反，供应商应作出补偿并保证富世华将就因该等违反而产生的任何损失、损害或费用免受损害。

Goods may either be held by Husqvarna or returned to Supplier at Supplier's risk and cost and the purchase price shall be repaid by Supplier. Replacement of goods shall only be made if Husqvarna issues a new purchase order.

货物可被富世华保留或退回至供应商（由供应商承担风险和费用），同时供应商应退还采购价款。当且仅当富世华发出一份新的采购订单时，供应商才可进行换货。

Intellectual Property Rights

知识产权

This section is applicable on Services: All rights connected to performed services are hereby immediately, exclusively, fully, finally and totally transferred to Husqvarna, regardless of whether the services have been performed or payment has been made. Supplier shall to a reasonable extent assist Husqvarna in acquiring legal protection for any intellectual property that is transferred to

Husqvarna, including signing assignment documents.

本节对服务适用：与已履行的服务相关的所有权利在此应立即、无条件地、全部地、最终地、完全地转移给富世华，无论该等服务是否已被完全履行或价款是否已被支付。供应商应在合理范围内协助富世华获得关于被转让知识产权的法律保护，包括签订转让文件等。

This section is applicable on Goods: Husqvarna and its affiliates, distributors, dealers, agents and customers are granted an irrevocable, non-exclusive, royalty-free right and unlimited license to use all intellectual property related to the goods, included but not limited to, use, rebuild and sale of the goods that are supplied in accordance with the Agreement in any way whatsoever.

本节对货物适用：富世华及其关联公司、批发商、经销商、代理商和客户被授予一项不可撤销的、非排他的、无偿的、无限制的许可，以使用与货物相关的知识产权，包括但不限于使用、改装和销售无论通过何种形式根据协议所供应的货物。

Product liability and Insurance

产品质量和保险

Supplier shall, without any limitation in time, defend, indemnify and hold Husqvarna harmless from and against all damages, losses, costs, expenses and claims that arise due to a defect in the goods or services that has caused personal injury, property damage or any other type of damage or injury.

对造成人身伤害、财产损失或任何其他类型的损害或伤害的货物或服务瑕疵所引起的所有损害、损失、成本、费用和索赔，供应商应不受任何时间限制地为富世华辩护、赔偿富世华并使富世华免受损害。

Supplier shall have insurance coverage reasonably satisfactory to Husqvarna and shall upon Husqvarna's request provide a copy of such insurance policy to Husqvarna.

供应商应拥有使富世华合理满意的保险，同时，根据富世华的要求，供应商应向富世华提供一份该保单的复印件。

Legal relationship between the parties

各方间的法律关系

Husqvarna and Supplier are independent contracting parties and Supplier may not act on behalf of Husqvarna or act as if Supplier was entitled to act on behalf of Husqvarna.

富世华和供应商为互相独立的协议方，供应商无权代表富世华，也无权以如同其被授权代表富世华的方式行事。

With reference to any supply of services, Supplier confirms that it performs services for customers other than Husqvarna and that it is registered for tax, evidence of such registration shall be provided to Husqvarna upon request.

就任何服务供应，供应商确认其将直接向客户而非富世华提供服务，且其已完成税务登记，在富世华要求时，供应商应提供该等税务登记的证明文件。

Sub-contractors

分包商

This clause is applicable on Services: Supplier may not subcontract any part of the services without a prior written consent from Husqvarna. Supplier is responsible for its sub-contractors' actions and failure to act, as for its own.

本条款适用于服务：未经富世华的事先书面同意，供应商不得将任何部分的服务分包。供应商需对分包商的作为及不作为负责（视同于其自身的作为或不作为）。

Premature termination

提前终止

Husqvarna shall have the right to immediately terminate any and/or all purchase orders/agreements if Supplier should commit a breach or non-performance of essential importance to Husqvarna or if there is a reason to assume that Supplier is or will become insolvent.

若供应商违反协议或不作为，且该等遵守或履行对富世华至关重要，或富世华有理由相信供应商正在或者将要破产，则富世华有权立即终止任何和/或所有采购订单或协议。

Documentation

文件

When the Agreement is terminated for any reason or upon complete delivery, Supplier shall deliver a copy of the full documentation related to the goods and/or services to Husqvarna.

若本协议以任何原因终止或全部交付完成，供应商应与已提供给富世华的货物和/或服务有关的所有文件的复印件交付至富世华。

Force Majeure

不可抗力

A party shall be excused from its obligations under this Agreement to the extent its performance is prevented by earthquake or other earth movement, flood or other natural disaster; hurricane, tornado, torrential rain or other materially adverse weather conditions; strike, lockout or other industrial disturbances; war, riot, sabotage, act of public enemy, terrorist act or gang violence; blockade, bomb blast or other explosion; fire; nuclear fall-out; or governmental action, which prevent performance.

若本协议的一方因地震或其他地壳运动，洪水或其他自然灾害，飓风、龙卷风、暴雨或其他严重的不利气象条件；罢工、停工或其他工业干扰；战争、暴乱、蓄意破坏、公敌行为、恐怖活动或团伙暴力行动；封锁、炸弹爆炸或其他形式的爆炸；火灾，核扩散或政府行为而无法履行本协议项下的义务，该方将被免于履行该等义务。

If a party fails to perform its duties in the Agreement due to force majeure event for a period exceeding one (1) month, the other party may terminate any and/or all Agreements with Supplier immediately by written notice.

若一方由于不可抗力事件无法履行本协议项下的义务持续超过一（1）个月，则其他方有权向供应商发出书面通知立即终止任何和/或全部协议。

Secrecy

保密

All commercial, financial and technical information, know-how and experience which Supplier may derive from Husqvarna during the co-operation hereunder shall be confidential and proprietary information of Husqvarna, and the Supplier shall at all times use all reasonable effort to prevent its disclosure to all third parties except affiliated companies on an as needed basis. This undertaking shall not apply to information which (i) is or becomes public knowledge otherwise than by unauthorized disclosure in breach of this Agreement, (ii) is obtained by Supplier from a third party who is not under any duty of confidentiality with respect thereto and did not obtain it by unauthorized disclosure, (iii) is independently known or developed by the Supplier without any reference to such information or (iv) is required to be disclosed by law or a listing agreement to which Supplier may be bound. The confidentiality obligations stated herein shall survive the termination of the purchase order and/or agreement for a period of five (5) years.

在本次合作过程中供应商从富世华处了解到的所有商业、财务及技术信息，专有技术及经验均为富世华的专有保密信息。供应商应在任何时候尽合理的努力防止向第三方披露该等信息（除非在必要的范围内向其关联公司披露）。本承诺不应适用于以下信息：(i) 在非因违反本协议的未经授权披露的情况下，已被公众知悉的信息；(ii) 供应商从无任何相关保密义务且并非因无权披露而获知信息的第三方处获得的信息；(iii) 由供应商在未参考保密信息的情况下独立获得或开发的信息；或 (iv) 供应商根据法律或其签订的上市文件的要求进行的披露。本项下所述的保密义务在采购订单和/或协议终止后五（5）年内有效。

Code of Conduct

行为准则

Supplier is obliged to adhere and act in accordance with Husqvarna's Code of Conduct, as amended from time to time, to be found at <http://husqvarnagroup.com/en/corporate-governance/code-of-conduct>.

供应商应遵守不时修订的富世华行为准则（详见

<http://husqvarnagroup.com/en/corporate-governance/code-of-conduct>）。

Set Off

抵销

Husqvarna shall be entitled to set off any amount owing at any time from Supplier to Husqvarna or any of its affiliated companies against any amount payable at any time by Husqvarna or any of its affiliated companies to Supplier.

富世华有权将供应商在任何时间欠付富世华或其任何一家关联公司的任何款项与富世华或其任何一家关联公司在任何时间应支付给供应商的任何款项进行抵销。

Waiver

放弃权利

Any waiver by either Party or a breach of any provision in the Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision. No waiver of any rights under the Agreement shall be effective unless in writing and signed by the party purporting to give the same.

任意一方放弃任何权利或对协议项下的任意条款的违反不应被视为其对以后违反同一或任何其他条款的行为的豁免。除非书面明示并由意图放弃的该方签署，本协议项下的任何权利的放弃均不应有效。

Severability

可分性

If any provision of the Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of the Agreement and the remainder of the effective provisions shall continue to be valid. Supplier and Husqvarna agree to replace a void or unenforceable provision with a provision that comes as close as possible to the common intention.

若本协议项下的任一条款的部分或全部被任何法院或其他有权机关认定为无效或不可执行，本协议项下的其他条款以及该等有效条款的剩余部分应继续有效。供应商和富世华同意以尽可能接近双方合意的条款替代该无效或不可执行的条款。

Assignment

转让

Supplier may not wholly or partly assign or pledge its rights or obligations under the Agreement to any third party except with the prior written consent of Husqvarna.

除非得到富世华的事先书面同意，供应商不得将其在协议项下的权利或义务部分或全部转让或质押给第三方。

Amendments

修订

Only those amendments and additions to the Agreement that are made in writing and signed by the parties are valid.

对本协议的修订和补充须以书面形式作出，并经各方签署后生效。

Governing Law

适用的法律

The Agreement shall be governed and construed in accordance with the laws of the country in which the Husqvarna company being party to the Agreement is located. It is explicitly agreed that the United Nations Convention on the International Sale of Goods shall not apply.

本协议应适用作为协议方的富世华公司所在地的法律，并据此作出解释。各方在此明确同意《联合国国际货物销售合同公约》不适用于本协议。

Disputes

争议解决

Any dispute or claim arising out of or in connection with this Agreement, shall be resolved exclusively by submitting such dispute to binding arbitration at the location and pursuant to the applicable organization/rules set forth below, determined by the country in which the Husqvarna company being party to the Agreement is located, or if such country is not listed, then "Sweden" shall apply. Without prejudice to the foregoing, to the extent possible and permissible under applicable law, each party shall always be entitled to initiate proceedings with local courts and other relevant authorities in any country in order to (i) protect its intellectual property, (ii) protect its tooling, or (iii) seek immediate equitable or injunctive relief.

因本协议引起的或与本协议有关的任何争议或主张，应将该等争议提交至下表所列的所在地根据下述所列适用的机构/规则排他地通过有约束力的仲裁解决。根据作为协议方的富世华公司所在国的不同，所适用的仲裁机构或仲裁规则如下表所示，如该等国家未列入下表，则“瑞典”应适用。在不影响前述约定的前提下，并在所适用法律项下可能且允许的情况下，为了(i)保护其知识产权，(ii)保护其工艺设备，或(iii)寻求即刻的衡平的或禁令救济，任意一方有权在本国法院和任何其他国家的相关机构启动法律程序。

	Sweden 瑞典	Germany 德国	USA 美国
Location of Arbitration 仲裁地	Stockholm 斯德哥尔摩	Frankfurt am Main 法兰克福	Charlotte, N.C. 夏洛特, 北卡罗来纳州
Arbitral Organization/ Rules 仲裁机构/仲裁规则	Rules of the Arbitration Institute of the Stockholm Chamber of Commerce 斯德哥尔摩商会仲裁院仲裁规则	Arbitration Rules of the German Institution of Arbitration e.V. (DIS) 德国仲裁院仲裁规则	American Arbitration Association ("AAA"); Commercial Arbitration Rules. 美国仲裁协会; 商事仲裁规则

	Brazil 巴西	China (P.R.C.) 中国	Japan 日本
Location of Arbitration 仲裁地	City of São Paulo, State of São Paulo 圣保罗州圣保罗市	Beijing 北京	Tokyo 东京
Arbitral Organization/ Rules 仲裁机构/仲裁规则	FIESP (Federation of the Industries of the State of São Paulo) 圣保罗州工业联合会	China Int'l Economic and Trade Arbitration Commission; CIETAC rules 中国国际经济贸易仲裁委员会	Japan Commercial Arbitration Association, Commercial Arbitration Rules 日本商事仲裁协会;

		会： 中国国际经济 贸易仲裁委员 会仲裁规则	商事仲裁规 则
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	UK (United Kingdom) 英国	Poland 波兰	Czech Republic 捷克共和国
Location of Arbitration 仲裁地	London 伦敦	Warsaw 华沙	Prague 布拉格
Arbitral Organization/ Rules 仲裁机构/仲裁 规则	LCIA Arbitration Rules 伦敦国际仲 裁院仲裁规 则	Rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw 波兰商会（华 沙）的仲裁庭 规则	Rules of Arbitration Court attached to the Czech Chamber of Commerce and Argicultural Chamber of Commerce of the Czech Republic 捷克共和国商 业农业协会及 捷克商业协会 所属仲裁庭的 规则

	Norway 挪威	Italy 意大利
Location of Arbitration 仲裁地	Oslo 奥斯陆	Milan 米兰
Arbitral Organization/ Rules 仲裁机构/仲裁 规则	Rules of Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce 奥斯陆商会 仲裁和争议 解决协会规 则	The Arbitration Rules of the Chamber of Commerce of Milan 米兰商会仲 裁规则