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Best choice.

General Terms and Conditions

Goods Procurement

1. General

1.1 As a supplier of Bystronic (Tianjin), we usually sign a "Supplier Cooperation Agreement," "Quality Assurance Agreement," and "Confidentiality Agreement" after the material has been technically and quality certified. Unless otherwise agreed, all our suppliers must comply with the terms stated in these documents.

1.2 The general terms and conditions proposed by the supplier (e.g., when submitting a quotation or confirming an order) do not constitute part of the agreement, even if Bystronic (Tianjin) Laser Technology Co., Ltd. does not explicitly reject them.

2. Quotation

2.1 Supplier quotations are provided free of charge to Bystronic (Tianjin) Laser Technology Co., Ltd.

2.2 Quotations are based on inquiries. Suppliers must clearly indicate all deviations.

2.3 Unless otherwise agreed, the quotation is valid for a period of three months.

3. Contract Conclusion

3.1 Upon receipt of the supplier's written order confirmation, the delivery contract will become effective based on Bystronic (Tianjin) Laser Technology Co., Ltd.'s written order. Any deviations between the order confirmation and the order must be explicitly emphasized.

3.2 If Bystronic (Tianjin) Laser Technology Co., Ltd. does not receive the supplier's order confirmation within 7 days after the latest order date, it will be deemed that the contract has been concluded based on the conditions included in the order (including these T&C).

3.3 Sub-orders under a framework agreement become binding upon receipt by the supplier.

3.4 Bystronic (Tianjin) Laser Technology Co., Ltd. has the right to cancel an order before the contract is signed without any obligation to pay compensation.

3.5 Unless otherwise specified in writing, the prices indicated in the order are fixed prices. If no price is specified or guided in the order, the supplier's order confirmation must be approved by Bystronic (Tianjin) Laser Technology Co., Ltd.

4. Documents

4.1 Drawings, calculations, models, molds, samples, and all other documents provided to the supplier remain the property of Bystronic (Tianjin) Laser Technology Co., Ltd. They must not be disclosed to any third party without written consent and must not be used to manufacture any third-party products. All copyrights belong to Bystronic (Tianjin) Laser Technology Co., Ltd. All documents must be returned to Bystronic (Tianjin) Laser Technology Co., Ltd. as required and all copies must be destroyed.

4.2 All equipment, measuring tools, tools, models, molds, etc., provided or paid for by Bystronic (Tianjin) Laser Technology Co., Ltd. remain the property of Bystronic (Tianjin) Laser Technology Co., Ltd. and must be properly stored and maintained. Insurance must be purchased for all damage and loss incidents. They must not be modified, destroyed, or used for third parties without written consent from Bystronic (Tianjin) Laser Technology Co., Ltd. Under no circumstances does the supplier have any right of retention.

5. Subcontracting

5.1 The goods provided by Bystronic (Tianjin) Laser Technology Co., Ltd. for processing remain the property of Bystronic (Tianjin) Laser Technology Co., Ltd. Processing orders and assembly orders must strictly adhere to Bystronic (Tianjin) Laser Technology Co., Ltd.'s drawings and standards. The provided goods must be insured against damage and loss.

5.2 The supplier has no right to withhold any goods provided by Bystronic (Tianjin) Laser Technology Co., Ltd.

5.3 The supplier is not liable for any improper handling, storage, damage, or loss of the goods.

6. Delivery

6.1 The delivery terms are DDP (Delivered Duty Paid) and do not include VAT (according to the 2010 Incoterms). The place of delivery is specified in the order or sub-order.

6.2 The delivery quantity must not deviate from the agreed quantity. Partial and early deliveries are only allowed with explicit approval from Bystronic (Tianjin) Laser Technology Co., Ltd.

6.3 If the goods arrive at the delivery location on the specified date, it will be considered as meeting the agreed delivery date.

6.4 The agreed delivery date is binding. If a delay in delivery is necessary, Bystronic (Tianjin) Laser Technology Co., Ltd. must be immediately notified.

6.5 Failure to comply with the delivery time will constitute a legal breach. Bystronic (Tianjin) Laser Technology Co., Ltd. has the right to charge a penalty of 2% of the value of the delivered goods per week (calculated as one week for periods less than a week).

6.6 Additionally, the supplier is obligated to compensate Bystronic (Tianjin) Laser Technology Co., Ltd. for all losses incurred due to delayed delivery. This requirement also applies to any costs incurred by Bystronic (Tianjin) Laser Technology Co., Ltd. due to non-compliance, incomplete shipping documents, delayed delivery, or delivery errors. If the additional delivery deadline set for the supplier has passed but delivery is still not completed, Bystronic (Tianjin) Laser Technology Co., Ltd. also has the right to demand further performance and compensation for additional losses or cancel the entire order.

7. Shipment, Transportation, Packaging, Invoices, and Payment

7.1 Each shipment must be accompanied by a delivery note. The delivery note and invoice must always contain the following details:

- a) Complete order number
- b) Contact person's name or recipient's name at Bystronic (Tianjin) Laser Technology Co., Ltd.
- c) Bystronic (Tianjin) Laser Technology Co., Ltd. material number
- d) Description of the goods
- e) Delivery quantity, unit price
- f) Details of partial deliveries or remaining deliveries
- g) Production date
- h) Country of origin
- i) Customs tariff number (statistical commodity code)
- j) Net weight per unit (kg)

Each item must have a clearly visible label or other identification.

7.2 Each order must have a separate invoice. VAT must be indicated separately. The invoice must indicate whether partial deliveries or remaining deliveries have been made.

7.3 Invoices must be issued via the electronic billing address (AP_CH10_Bystronic@scan.conextrade.com).

7.4 The invoice must contain the data/information as specified in 7.1. Incomplete or incorrect invoices will not be processed. In case of incomplete or incorrect invoices, all claims for default interest will be suspended.

7.5 Payment terms begin from the date of receipt of the invoice, but not earlier than the date of satisfactory delivery of the goods. Unless otherwise agreed in writing, the payment terms are 60 days.

7.6 Bai Chao (Tianjin) Laser Technology Co., Ltd. agrees to pay for the costs of molds, models, and tools only when the parts confirmed and inspected by Bai Chao (Tianjin) Laser Technology Co., Ltd. are in good condition.

7.7 For goods delivered from foreign factories based on an appropriate agreement between the supplier and Bai Chao (Tianjin) Laser Technology Co., Ltd., shipping instructions must be obtained promptly from Bai Chao (Tianjin) Laser Technology Co., Ltd.

7.8 The supplier shall not be liable for any damages to the goods caused by improper packaging during shipment (including loading and unloading).

8. Transfer of Risk and Ownership

After Bai Chao (Tianjin) Laser Technology Co., Ltd. receives the goods at the agreed place of delivery, the risk and ownership shall be transferred accordingly.

9. Warranty and Liability

9.1 The supplier guarantees that the goods have the promised performance, are free from any defects that would diminish their value or impair their suitability for the intended use, comply with the provided specifications and performance by the supplier, and are of flawless quality. The goods must comply with all applicable public laws and regulations at the place of use (if such regulations have been communicated to the supplier), especially relevant EU directives. The supplier shall bear full responsibility for the performance and delivery of its subcontractors.

9.2 The supplier shall inspect the goods to be delivered before shipment. This does not waive the legal requirement for Bystronic to inspect and complain about defects immediately upon receipt of the goods. The only exception to this provision is clearly visible external transportation damages, which must be reported to the supplier within ten days.

9.3 For the registration of continuous defects, it is required that within the 12 months preceding the complaint, at least 5% of the delivered goods of the same kind have the same or similar defects. If Bystronic complains about continuous defects and such complaints concern all the same goods, the warranty period, as stated in Section 32 below, has not expired at the time of the complaint. The condition for registering continuous defects is that the supplier has delivered at least 100 pieces of the same goods to Bystronic within the 12 months preceding the complaint.

9.4 The warranty period is 24 months, regardless of the work shifts, starting from the date of delivery of defect-free goods. If longer warranty periods are prescribed by law or industry practices, those extended periods apply.

9.5 In case of defective delivery, Bystronic is entitled to request the supplier, at the supplier's expense, to replace or rectify the delivery throughout the entire warranty period. In urgent cases or when the supplier is unable to rectify the complained defect immediately, Bystronic is entitled to rectify the defect itself or have it rectified at the supplier's expense. If the supplier fails to rectify the goods within the deadline set by Bystronic or if such rectification is unsuccessful, Bystronic is entitled to cancel the entire order. In all cases, regardless of the supplier's fault, the supplier is obliged to provide full compensation (including transportation costs, travel expenses, installation and dismantling costs, compensation for damages caused by subsequent defects).

9.6 If consecutive defects occur, Bystronic also has the right, according to the rights granted in Section 33 above, to choose to rectify the consecutive defects. Based on this option, Bystronic can:

- a) Request the supplier, at their own expense, to replace all delivered goods with new defect-free goods, regardless of whether the individual items have defects; or
- b) Request the supplier to inspect all delivered goods and, at their own expense, replace or rectify any defective goods found during the inspection.

9.7 The warranty period for replacement or rectification of delivered goods is 12 months, but it should extend at least until the expiration date of the original warranty period for the entire delivery.

9.8 Acceptance of the goods and payment will not exclude any subsequent complaints by Bystronic regarding defects.

9.9 Bystronic's prior approval of supplier drawings, calculations, etc. will not limit Bystronic's rights to warranty.

9.10 The supplier guarantees the availability of spare parts for at least ten years from the date of the last goods delivery.

9.11 Bystronic has the right to audit the supplier or its subcontractors after giving appropriate notice.

10. Certification Requirements and Compliance

10.1 Products without explicit certification requirements shall comply with Chinese legal requirements.

10.2 Products with CE requirements must meet the relevant certification standards.

10.3 Other certification requirements must also be fulfilled.

11. Intellectual Property

The supplier is responsible for ensuring that the use of the goods does not infringe upon any third-party intellectual property or trade secrets. They must protect and indemnify Bystronic against any claims from such third parties.

12. Product Liability

12.1 If the supplier is liable for product failures, they undertake, upon the first request, to compensate Bystronic for damages and indemnify it against third-party claims.

12.2 The supplier must notify Bystronic of all potential faults or risks associated with their products (provided Bystronic has purchased those products as well). If the goods delivered by the supplier have defects that necessitate warning customers or recalling Bystronic's own products, the supplier is responsible for compensating Bystronic for any costs incurred, irrespective of whether the supplier was at fault.

12.3 The supplier commits to purchasing and maintaining globally valid product liability insurance for personal injury/property damage and installation and removal costs. The supplier's insurance coverage does not limit the damages Bystronic can claim.

13. Ethical Standards

The supplier commits to adhering to basic ethical standards in the execution of its activities and implementation of actions, as well as in its dealings with subcontractors and other contractual partners. This includes compliance with local laws, human rights as stipulated in the UN Universal Declaration of Human Rights, avoiding forced labor and child labor, non-discrimination of employees, compliance with applicable environmental laws and standards, and avoiding any form of corruption.

14. Confidentiality Clause

The supplier undertakes to handle all information related to the business relationship in a confidential manner, which is not in the public domain or generally accessible, and will not use such information for its own purposes or any other purposes not covered by this agreement. Confidentiality must be maintained even prior to the signing of the agreement and remains effective after the termination of the contractual relationship. If the supplier intends to use this contractual relationship for promotion or publication, prior written approval from Bystronic is required.

15. Agreement Amendments

Any changes and amendments to the agreement between the supplier and Bystronic must be made in writing. If any provision in these Terms and Conditions (T&C) is or becomes invalid, the remaining parts of the T&C shall remain applicable.

16. Force Majeure

If a force majeure event occurs, neither party shall be entitled to sue for non-performance of the agreement.

17. Applicable Law and Jurisdiction

The order and delivery are governed by Swiss law, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 (Vienna Convention). The place of execution and the legal venue shall be the location of Bystronic company.