

These General Terms and Conditions of Purchase (“TC”) apply to all purchases and services (“Purchases”) made between the Baettr Group including its Affiliates (“Baettr”) and the supplier (“Supplier”). “Affiliates” mean any entity of the Baettr Group. Baettr and the Supplier are referred to as the “Parties” and each individually to as a “Party”. Other terms and conditions specified by the Supplier shall not apply even though Baettr may have been notified or is aware of them unless Baettr confirms accepting thereof in writing. These TC shall supersede any conflicting provision contained in any Purchase Order, Offer or any other document provided by the Supplier. Unless otherwise agreed in writing by the Parties, nothing contained in any Purchase Order, Offer or any other document provided by the Supplier shall in any way modify or add any provision to this TC.

1. Placement of orders

1.1. In case of Baettr placing orders with the Supplier (“Purchase Orders”) after the Supplier issued an offer (“Offer”) acceptance of the Purchase Order is deemed to be accepted after 3 business days from the date of the Purchase Order. Any deliveries and services subject to the Purchase Order made by the Supplier are further defined as “Purchases”. With the Supplier’s acceptance of the Purchase Order, acceptance of these TC is constituted unless otherwise agreed.

1.2. Any modifications of or comments to the Purchase Order by the Supplier are only valid if accepted by Baettr in writing.

2. Price and payment conditions

2.1. Price and payment terms shall be agreed with the Supplier in accordance with the Purchase Order.

2.2. Unless otherwise agreed in writing, the prices stated in the Purchase Order shall be fixed and binding. The currency shall be in RMB. VAT shall be excluded but all other cost with the delivery provided such as taxes, duties, levies, charges, travel costs, etc. shall be included. This includes costs for transport and packaging.

2.3. The Supplier will, for each Purchase Order, present a commercial invoice to Baettr for payments under the relevant Purchase Order specifically mentioning the terms of payment which will be consonance with the terms under the Purchase Order and these TC.

2.4. Unless otherwise stated in the Purchase Order the terms of payment are sixty (60) days to the end of month plus five (5) days (EOM 60+5) upon receipt of correct invoice from the Supplier.

2.5. Baettr is entitled to set-off and retain payments to the extend it is permitted by law.

3. Delivery terms and delay

3.1. Unless otherwise agreed, Purchases and shipments have to be done delivered at place (“DDP” as defined in the Incoterms 2020).

3.2. The labelling and packaging requirements with respect to the shipments shall be agreed between the Parties in the Purchase Order. Unless otherwise specified by Baettr or agreed between the Parties, the packaging of the Purchases shall conform to the laws of China, as applicable.

3.3. Baettr shall not be obliged to accept early, partial, excess Purchases or Purchases that do not comply with the agreed packaging unless Baettr agreed with prior written notice. This also applies if relevant documentation or certificates are not included.

3.4. If Purchases are delayed the Supplier is obliged to notify Baettr by written form (including Email) without delay when circumstances leading to this delay are brought to the Supplier’s notice. Baettr then may claim damages in the event of delay after 7 days from the agreed delivery date. In addition to the damage claim, Baettr reserves the

本采购通用条款 (“TC”) 适用于博途集团及其附属公司(简称“博途”)与供应商之间所有的采购和服务(简称“采购”)。附属公司指博途集团所属的任何实体公司。除博途公司书面确认外, 供应商制定的其他条款将不适用, 尽管博途公司已收到通知或知晓, 除非博途公司书面确认接受。订单、报价及供应商提供的文件中存在冲突时, 该通用条款将代替性使用。除非双方另有书面约定, 订单、报价或供应商提供的文件均不能以任何方式修改或者增加该通用条款。

1. 订单下发

1.1. 如果博途公司在供应商提出报价之后下发订单, 从订单日起三个工作日之后, 订单视为被接受。由供应商提供的依订单的任何交付或者服务, 进一步被定义为“采购”。供应商接受订单, 则意味着接受本通用条款, 除非另有约定。

1.2. 供应商对订单的任何修改或者评注只有博途公司书面确认接受的情况下才有效。

2. 价格和付款条件

2.1. 价格和付款条件根据订单与供应商进行约定。

2.2. 除非另有书面约定外, 订单中的价格应当是固定的, 具有约束力。货币应当为人民币。增值税应当排除在外, 但是供货的其他成本如税费、关税、征收、收费、行程费用等等应当包含在内, 包含交通和包装成本。

2.3. 供应商应当就每个订单向博途公司提交相应的商业发票, 其中应当标明与订单和本通用条款相一致的支付条款。

2.4. 除非订单另有规定外, 付款条件为收到供应商正确发票之后起算 60 天到月底另加 5 天, 即 EOM 60+5。

2.5. 博途公司有权在法律许可范围内, 抵消和保留款项。

3. 交付条款和迟延

3.1. 除非另有约定, 采购和运输必须目的地交付(国际贸易术语 2020 中 DDP)。

3.2. 关于运输的标识和包装要求需要订单双方进行约定。除非博途公司另有要求, 或者双方另有约定外, 采购包装应当符合中国相应的法律。

3.3. 除非博途公司提前书面通知, 博途公司无义务接受提前、部分、超量采购, 或者不符合约定包装的采购。即使相关文件或者证明没有被包含, 该条款仍旧使用。

3.4. 当供应商注意到造成迟延的情形时, 供应商有义务以邮件在内的书面形式通知博途公司货物迟延, 博途公司自约定的交付期届满之日起七天后可以索赔因迟延产生的损害赔偿, 并且如果该迟延继续发生, 博途公司有权根据自己的判断单方解除合同。

right to cancel the contract or purchase order, when the delay continues, by its sole discretion.

3.5. If the Supplier is in default, Baettr is entitled to claim amongst other claims a contractual penalty in the amount of 0.5 % of the entire Purchase Order value per day. This is without any prejudice to any further rights or claims or claims for damages. The penalty shall be offset against such claims for damages. The penalty shall be claimed until the Purchase is completed. The Supplier then has the right to prove that the Supplier is not liable for the delay.

4. Changes of Purchase Orders

4.1. In case of placing a Purchase Order by Baettr, Baettr is entitled to request changes to design, drawings, specifications, quantities, delivery dates and other terms of the Purchase Order. If a requested change affects the delivery date or the price, Baettr must be notified thereof by the Supplier in writing within 3 business days of such request by Baettr, in a way Baettr can decide whether Baettr wants to maintain the request for a change. Both parties may change the subject matter and quantity of the contract through consultation, and both parties shall perform in accordance with the changed contract. If the changed terms affect the delivery date or price, one party to the contract shall notify the other party within a reasonable period of time in a manner prescribed by both Parties.

4.2. If Baettr maintains the request for a change, the Parties must negotiate a fair adjustment of the price.

4.3. Notification period shall be 5 business days from receipt of the request. The request shall be deemed accepted if no notification is made with no extra costs for Baettr.

5. Acceptance and transfer of risk

5.1. The transfer of risk to Baettr shall happen according to the relevant Incoterms 2020.

5.2. If no Incoterms are negotiated, the transfer of risk to Baettr shall happen only when the Purchase and shipment is complete and delivered on the premises of Baettr specified. The receipt of delivery itself, payment in part or even an assembly of goods that has been agreed beforehand is not an acceptance of the Purchase.

6. Acceptance of Shipments

Baettr may reject the shipments by providing a notice of rejection to the Supplier, provided that:

- i) in the case of a defect that is apparent on normal visual inspection, within 5 days of the Delivery Date; and
- ii) in the case of a latent defect, within a reasonable time of the latent defect having become apparent.

7. Liability for defects

7.1. Purchases that are defective, do not comply with the agreed specifications or Purchase Order or do not live up to the Supplier's warranties may be returned by Baettr at the Supplier's expense.

7.2. Defaults mentioned under 7.1 and returned Purchases to the Supplier, replacement or credit are at the risk of the Supplier. All handling, insurance, transportation and Baettr's inspection costs arising with returning the Purchases shall be borne by the Supplier. The Supplier further shall refund any payments or part payments made by Baettr in respect of the whole order if Baettr does not want any replacement, credit or other such things.

7.3. In case of urgency or high risk by cause of delay, Baettr is entitled to revise or repair on its own but at the Supplier's expense.

8. Supplier's warranties

8.1. The Supplier warrants that the Purchases shall be free from faulty design, of the right and agreed quality, free from defects and workmanship, suitable for the purpose intended and conform to the

3.5. 如果供应商违约，博途公司有权就该单项主张每日按照订单总金额 0.5% 的约定罚款，同时不影响其他权利或进一步主张赔偿损失。该罚金应抵消此种损害赔偿要求。罚金应当在采购完成之前主张。供应商有权证明其对此迟延不负责任。

4. 订单变更

4.1. 如博途公司下订单，博途公司有权要求对设计、图形、规格、数量、交付期限和其他订单条款进行变更。如果该变更影响交付期或者价格，供应商应当在收到要求后三天内书面通知博途公司，以使其决定是否要求变更。双方可以经过协商变更合同主体和数量，双方应当根据变更后的合同履行。如果变更条款影响了交付期限和价格，合同乙方应当在合理期限内以双方约定的方式通知另一方。

4.2 如果博途公司坚持变更要求，双方应当协商对价格进行合理调整。

4.3. 通知期限应当为收到要求之日起五个工作日，如果没有通知且没有对博途公司的额外费用，该要求应当被视为接受。

5. 接受和风险转移

5.1. 对博途公司的风险转移应当根据相应的国际贸易术语 2020。

5.2. 如果未协商过国际贸易术语，那么只有当采购和运输完成，并且根据博途公司的规定交付的情况下，风险才发生转移。只是接收送达本身、部分付款或者按之前约定的货物组装，均不应视为采购的接受。

6. 运输接受

如有以下情形，博途公司通过给供应商的拒收通知，拒收货物：

- i) 如果在交付五天内通过正常的可视检查发现有明显缺陷的以及：
- ii) 对于潜在缺陷，当该潜在缺陷被发现后的合理期限内。

7. 缺陷责任

7.1. 对于有缺陷的，不符合约定规格或者订单的，或者不满足供应商质保的，可能遭到博途公司退货，费用由供应商负担。

7.2. 供应商应当自行承担 7.1 款中所提到的缺陷、退货、更换、及信用等风险。所有关于退还的处理、保险、运输及检查费都应当由供应商承担。如果博途公司不想要更换、债权或者其他，供应商应当退还关于整个订单的任何或者全部款项。

7.3. 当由于延迟引起紧急情况或者较高风险时，博途公司有权自行修改或者修理，但是费用由供应商承担。

8. 供应商质量保证

8.1. 供应商保证采购不存在设计缺陷、符合正确的约定质量，不存在工艺缺陷，适合订单要求的使用目的。采购应当符合所有可使用的法律要求、规定、规范和标准，包括但不限于技

Purchase Order's requirements. The Purchases shall meet all applicable legislative requirements, regulations, norms and standards, including but not limited to technical and safety related standards and in accordance with all necessary permits, registrations and approvals as required under the applicable laws of China.

8.2. The Purchases must not infringe any third-party rights, including intellectual property rights, title to property rights or rights granted by way of contract.

8.3. The Supplier further warrants that all relevant information, documentation, certificates and manuals including safety and correct handling are being delivered to Baettr.

8.4. The warranty period is 24 months upon delivery. If a Purchase becomes defective within 24 months the Supplier must without undue delay and at no cost for Baettr do everything necessary to remedy the defect. If the Supplier within a period of 10 business days after notice from Baettr does not meet his warranty obligations, Baettr is entitled to remedy these defects on its own or with other suppliers or service providers. Any costs incurring therefrom shall be borne by the Supplier.

8.5. If Purchases from the Supplier cause any loss of damages to third parties and losses or damages occurred because of the Purchase, the Supplier shall indemnify Baettr from any claims.

9. Liability and indemnity

9.1. The Supplier shall indemnify and hold Baettr harmless from all claims and losses arising from personal injuries or damage to property that are attributable to a faulty Purchase. This applies to the Supplier's willful misconduct, negligence, breach of the Supplier's warranties and / or defects or non-conformity of the Purchase.

9.2. Any further liability of the Supplier shall not be excluded under these TC.

9.3. The maximum amount of which Baettr may be liable to the Supplier under the Purchase Order is limited to the value of the Purchase Order.

10. Other claims for damages

Claims for damages and reimbursement of expenses to the Supplier are excluded to the extent Baettr is compulsorily obliged by law. The exclusion shall not apply in the case of intent and gross negligence due to injury of life, body, health or due to infringement of essential contractual obligations. Liability in case of infringement of essential contractual obligations shall be limited as stated under 9.3 of these TC.

11. Intellectual property rights

11.1. The Supplier warrants that Purchases to Baettr as well as the use of same by Baettr do not infringe any intellectual property rights, rights of licenses, copyrights, proprietary designations or any of those rights of third parties.

11.2. The Supplier shall indemnify Baettr from any and all costs and claims resulting from such infringements of any third party against Baettr upon first written request. The Supplier shall compensate all respective damages Baettr may incur. This does not apply if the Supplier is able to prove that it is without any fault.

11.3. Should Purchases be found to infringe the intellectual property rights of a third party, the Supplier shall modify Purchases in a way to be non-infringing or shall obtain or maintain such license and rights from the third party. Baettr shall not borne any costs relating to such cases.

12. Legal provisions

12.1. The Supplier will ensure that all Purchases comply with applicable law with all legal and regulatory requirements of the importing country, exporting country or country of destination. This includes the directive of hazardous substances or safety recommendations of the respective country.

术和质量相关标准、和根据中国法律要求的必要的许可、登记、批准。

8.2. 采购不得侵犯第三人权利，包括知识产权、财产权或者依合同赋予的权利。

8.3. 供应商进一步保证相关的信息、文件、文书和包括安全和正确处理的手册，都应当一并交付博途公司。

8.4. 质保期为自交付之日起 24 个月。如果在 24 个月内采购有缺陷，共应当必须无延迟地且自费为博途公司进行一切补救措施。如果共应当自博途公司通知之日起 10 个工作日内没有保证其质保义务，博途公司有权自行补救，或者让其他供应商和服务提供者进行补救。因此产生的所有费用都应当由供应商承担。

8.5. 如果自供应商处的采购使造成第三方损害，或者因该采购产生损失或损害，供应商应当使博途公司免受索赔。

9. 责任和赔偿

9.1. 供应商应当保护博途公司免受可归因于缺陷采购的人身伤害或者财产损害引起的索赔和损失。此条适用于供应商的故意不当行为，疏忽，违反供应商质保、缺陷或不符合采购。

9.2. 该通用条款不排除供货商的任何进一步责任

9.3. 博途公司在订单下对于供货商责任的最大值将限定在订单价值之内。

10. 其他损害赔偿主张

只有依法必须由博途公司承担义务时，对供应商损害赔偿和费用补偿的索赔才被排除。当由于生命、人身、健康、或者由于对本质合同义务的损害而故意或者重大过失的情况下该排除条件不适用。侵害实质合同义务的责任应当限定在本通用条款第 9.3 条之规定。

11. 知识产权

11.1. 供应商保证博途公司的采购及使用不会侵犯任何知识产权，许可、著作权、专有名称或者任何第三方权利。

11.2. 供应商应当给予第一次书面请求之日保护博途公司免受由于第三方侵权行为造成的费用及索赔。供应商应当赔偿博途公司所遭受的所有损害。只有在供应商能够证明其无任何过错的情况下该条款方可不予适用。

11.3. 如果一旦发现采购侵害第三方知识产权，供应商应当更正该采购至非侵权，或者从第三方处取得相应的许可和权利。在此情况下，博途公司不承担任何费用。

12. 合法性条款

12.1. 供应商应当保证采购符合进口国、出口国、或者目的地国所有可适用的法律及规定要求，包括危险物质指令或者相关国家的安全建议。

12.2. This includes the Supplier's employees' working hours, minimum wages and other legal requirements that are applicable. The Supplier shall hold Baettr harmless from and against all claims against Baettr in case the Supplier violates any of these legal provisions.

13. Passing of ownership

13.1. The Parties agree that the Purchases are intended for further processing, consumption and/or resale and that such activities may be performed prior to the passing of title.

13.2. The title over the Purchases shall pass to Baettr upon payment of the purchase price at the latest.

14. Force majeure

14.1. Neither Baettr nor the Supplier shall be liable for non-fulfilment or delays, provided the non-fulfilling Party proves that this is caused by force majeure including but not limited to natural disasters, epidemics, wars, riots, states of emergency, mobilization or similar military arrangements, confiscating, currency restrictions, import or export prohibitions or other similar circumstances which could not have been foreseen and avoided (or limited) and are outside the control of a Party.

14.2. Both Parties are obligated to immediately notify about an event of force majeure and both must take reasonable measures to overcome this situation.

14.3. However, Baettr is entitled to cancel any order where the force majeure situation continues in a period of more than 10 business days with immediate effect without further liability.

15. Confidentiality

15.1. Images, drawings, calculations, prices, descriptions and other documents of any kinds (all together "Confidential Information") provided by Baettr to the Supplier must be remained strictly confidential by the Supplier and its representatives. The Supplier and its representatives undertake no disclosure of any Confidential Information received from Baettr. No other purpose of Confidential Information than the performance on the Purchases shall be entitled.

15.2. Disclosing Confidential Information to third parties is only allowed with the express permission of Baettr. It is further agreed that this obligation shall survive termination or expiration of the contract.

15.3. Upon request by Baettr Confidential Information shall be returned to Baettr or being destroyed / deleted.

16. Termination

16.1. If Baettr believes that the Supplier has materially breached any obligations under the TC or the Purchase Order, Baettr shall notify the Supplier in writing with a detailed description of the breach. The Supplier shall have 30 days from the receipt of the notice to use of all reasonable means to cure the alleged breach and to notify Baettr in writing that cure has been affected. In the event, the breach is not cured within the 30 days period, Baettr shall have the right to terminate any contracts with the Supplier without further notice. Termination shall be effective by the date of delivery of such notice.

16.2. Baettr shall further be entitled to terminate any contracts with the Supplier, cancel the Purchase Order without any liability if the Supplier breaches its obligations or the Suppliers business fails and goes bankrupt.

16.3. Cessation or closing down the business does not constitute an important / valid reason for termination.

17. Disputes, applicable law and place of jurisdiction

17.1. Any disputes arising from the contract or in connection with the contract shall be submitted to the relevant court at Baettr's domicile (place of jurisdiction).

17.2. Any disputes arising from the contract or in connection with the contract must be settled according to Chinese law under the exclusion

12.2. 本协议包含供应商员工的工作时间、最低工资和其他可适用的法律要求。如供应商违反任何法律规定，供应商应当使博途公司免受索赔之害。

13. 所有权转移

13.1. 双方同意采购是为了进一步处理、消费、或者转售，而且该活动可能发生于权利转移之前。

13.2. 一旦采购价款支付，采购所系之权利将转移给博途公司。

14. 不可抗力

14.1. 遇有不可抗力，博途公司或者供应商任何一方都不对未履行或者迟延负责，如果该方能够证明其是由不可抗力引起，不可抗力包括但不限于自然灾害，疫情、战争、叛乱、紧急情况、暴动或者相似的军事安排，没收、货币限制、进口或者出口禁止，或其他不可遇见、不能避免、不可控制的其他类似情况。

14.2. 双方都有义务立即通知关于不可抗力事件，且双方必须采取合理措施去克服。

14.3. 尽管如此，如果不可抗力持续超过 10 个工作日，博途公司有权解除订单，立即生效并不承担额外责任。

15. 保密

15.1. 图片、绘图、计算、价格、描述或者其他博途公司提供给供应商的其他该种文件，称为保密信息，供应商及其代表应当严格予以保密。供应商及其代表承诺不披露任何从博途公司收到的保密信息。除履行采购之外，无权赋予保密信息其他目的意图。

15.2. 对第三方披露保密信息只有在博途公司明确允许的情况下方被许可。进一步约定，保密义务应当一致持续到合同的终止或者期限届满。

15.3. 当博途公司要求时，保密信息应当返还给博途公司或者进行销毁、删除。

16. 终止

16.1. 如果博途公司确信供货商已经实质性地违反了通用条款或者订单下的义务，B 博途公司有权书面通知供货商，详细描述违约。供货商应当在收到通知之日有三十日的时间采用所有合理方法去补救所称的违约，并应当书面通知博途公司该补救已经起了作用。当违约在 30 天内没有得到补救的情况下，博途公司有权终止任何与供应商的合同，而不需要额外通知。终止应当在该通知送达之日起生效。

16.2. 如果供货商违约或者供货商经营失败而破产，博途公司进一步有权终止任何与供应商的合同、取消订单，而不需要承担责任。

16.3. 停业歇业不构成终止合同的重要及有效原因。

17. 争议、法律适用及管辖地

17.1. 因本合同产生的或者与本合同有关的任何争议均应当提交给博途公司所在地的有管辖权的法院进行解决。

17.2. 因本合同关系所产生或者与合同有关的任何争议应当根据中国法律来解决，排除联合国国际货物销售合同公约的适用。

of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

18. Notices

Any notices or other communication hereunder shall be in English. They (a) shall be in writing, (b) may be given in any manner specified and (c) will be deemed effective as indicated:

- i) if in writing and delivered in person or by courier, on the date it is delivered;
- ii) if sent by electronic messaging system, on the date that an electronic message is received; or
- iii) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered.

19. Miscellaneous

19.1. Regardless of countries and borders, the "Ten principles of the UN Global Compact" shall apply and be complied with, especially but not limited for:

- International Human rights
- Employment standards of the relevant country
- No forced labor or child labor and discrimination of any kind
- Fighting corruption
- Environmental protection

19.2. Baettr reserves the right to visit the site of the Supplier to verify that all contractual obligations and requirements are met according to these TC, contracts or agreements. The supplier shall accept the laid down principles as set out in the Code of Conduct of Baettr and the HSEQ Policy as binding. The current version of the Code of Conduct and the HSEQ Policy have been published on the website of Baettr (www.baettr.com). The Supplier further acknowledges the list of poisonous and harmful materials ("Chemical Blacklist") that are forbidden to be used with the Purchases. The Chemical Blacklist is stated on the website of Baettr (www.baettr.com).

20. Severance

In the event that the whole or any parts or clauses of these TC are to be found invalid, this shall be without prejudice to the validity of the remaining provisions hereof.

21. Further Assurances

The Parties agree to take all actions reasonably requested by the other to carry out the intent of this TC and the Purchase Order. In case of any discrepancies between the Chinese and the English version of these TC, the English version shall prevail.

18. 通知

下列所有通知及其他联系应当以英文进行，并且应当书面的、以规定的方式、视为具有相应的效力自：

- i) 如果以书面和亲自递交或者传真的，在递交之日；
- ii) 如果通过电子信息系统发送，则为电子信息收到之日，或；
- iii) 如果通过认证或者注册的邮件（国外的，为航空邮件），或者相当的方式（需要接收回执），在邮件寄到之日。

19. 其他

19.1. 无论国家和边界，联合国全球契约的事项基本原则应当适用并被遵循，特别是但不限于：

- 国际人权
- 相应国的雇佣标准
- 禁止强制劳动或童工，和任何形式的歧视
- 打击腐败
- 环境保护

19.2. 博途公司保留到供应商现场走访以确认根据通用条款、合同或者协议的合同义务和要求都被满足的权利，供应商应当接受博途公司的行为准则和 HSEQ 政策具有约束性。行为准则和 HSEQ 政策的当前版本都已经在博途公司的网站上进行公开（www.baettr.com），供应商进一步地知晓禁止被使用到采购的有毒有害材料清单。化学黑名单在博途公司网站上有列出（www.baettr.com）。

20. 相对独立性

当本通用条款的全部或者部分或者条款被发现无效时，将不影响本通用条款中其他条款的效力。

21. 进一步保证

双方同意采取一切对方请求的合理措施，以履行实现本通用条款及订单的目的。如果中英文版本出现不一致，则以英文版为准。