

At GREENIUS, we work with clearly defined standards to ensure consistent product quality, regulatory compliance and reliable cooperation.

These Terms and Conditions of Purchase define the general framework for our business relationships with suppliers.

They are intended to provide transparency and clarity regarding expectations, responsibilities and processes.

We expect all partners to understand and follow these principles as part of a professional and long-term cooperation.

在 GREENIUS，我们基于明确的标准开展合作，以确保稳定的产品质量、符合法规要求以及可靠的合作关系。

本《采购条款与条件》规定了我们与供应商开展业务合作的基本框架。

其目的在于明确各方的期望、职责及流程，确保透明性与清晰度。

我们期望所有合作伙伴理解并遵循这些原则，以实现专业且长期的合作关系。

1. Scope and Applicability

These Terms and Conditions of Purchase apply to all orders, agreements and business relationships between GREENIUS and the Supplier.

The Supplier Compliance Requirements and the Order Process Guidelines form an integral part of these Terms and Conditions.

Any conflicting terms of the Supplier are excluded unless explicitly agreed in writing.

2. Orders and Acceptance

Orders are binding only if issued or confirmed in writing by GREENIUS.

Acceptance and execution of an order constitutes full acceptance of these Terms and Conditions and all related documents.

3. Delivery and Timing

Delivery shall be made in accordance with the agreed Incoterms and delivery schedule.

The Supplier must immediately inform GREENIUS of any potential delays.

In case of delay, GREENIUS is entitled to:

- refuse delivery
- cancel the order
- claim damages

Early or partial deliveries require prior approval.

1. 适用范围

本《采购条款与条件》适用于 GREENIUS 与供应商之间的所有订单、协议及业务关系。

《供应商合规要求》及《订单流程指南》构成本条款不可分割的一部分。

除非另有书面明确约定，供应商的任何冲突或不同条款均不适用。

2. 订单与确认

订单仅在由 GREENIUS 以书面形式发出或确认后方具约束力。

供应商接受并执行订单，即视为已完全接受本《采购条款与条件》及所有相关文件。

3. 交付与时间安排

交付应按照约定的国际贸易术语（Incoterms）及交付时间安排执行。

如出现任何可能导致延误的情况，供应商必须立即通知 GREENIUS。

如发生延误，GREENIUS 有权：

- 拒收货物
- 取消订单
- 要求赔偿损失

提前交付或部分交付须事先获得批准。

4. Product Compliance and Certification

All products must comply with all applicable legal and regulatory requirements in the country of manufacture and, where applicable, in the country of use (European Union / Germany).

This includes full compliance with the GREENIUS Supplier Compliance Requirements.

All required certifications and compliance documentation must be available prior to shipment upon request.

5. Product Consistency and Change Control

All products supplied under repeat or follow-up orders must be identical in:

- design
- materials
- components
- performance

Any changes are only permitted if:

- communicated in advance
- approved in writing by GREENIUS

Unapproved changes constitute non-conforming delivery.

6. Quality and Warranty

The Supplier guarantees that all products:

- comply with agreed specifications
- meet all applicable standards
- are fit for intended use

The Supplier is fully responsible for any defects or non-conformities.

GREENIUS may request, at its discretion:

- replacement
- repair
- refund

4. 产品合规与认证

所有产品必须符合生产国家的相关法律法规要求，并在适用情况下符合使用国家（欧盟 / 德国）的相关法律法规要求。

这包括全面遵守 GREENIUS 的《供应商合规要求》。

所有所需的认证及合规文件必须在发货前准备齐全，并可按要求提供。

5. 产品一致性与变更控制

所有在重复订单或后续订单中供应的产品，必须在以下方面保持完全一致：

- 设计
- 材料
- 组件
- 性能

任何变更仅在满足以下条件时方可进行：

- 提前进行沟通
- 经 GREENIUS 书面批准

任何未经批准的变更均视为不合格交付。

6. 质量与保修

供应商保证所有产品：

- 符合约定的技术规格
- 满足所有适用的标准
- 符合预期用途

供应商对任何缺陷或不符合项承担全部责任。

GREENIUS 有权根据自身判断要求：

- 更换
- 维修
- 退款

7. Inspection and Rejection

GREENIUS may inspect goods upon or after delivery.

Non-conforming goods may be:

- rejected
- returned at Supplier's cost
- replaced

Inspection does not constitute acceptance and does not waive any rights.

8. Documentation and Communication

All documents must:

- reference the GREENIUS PO number
- be complete and accurate

All compliance-related documents must be submitted prior to shipment upon request.

9. Intellectual Property

The Supplier guarantees that the products do not infringe any third-party rights.

The Supplier shall indemnify and hold GREENIUS harmless against any claims.

All intellectual property created for GREENIUS shall belong to GREENIUS.

10. Liability and Indemnification

The Supplier is fully liable for:

- product defects
- non-compliance
- damages

This includes all related costs, including, but not limited to:

- recalls
- claims from third parties

The Supplier shall maintain appropriate product liability insurance and provide proof upon request.

7. 检验与拒收

GREENIUS 有权在交付时或交付后对货物进行检验。

对于不符合要求的货物，可采取以下措施：

- 拒收
- 由供应商承担费用的退货
- 更换

检验不视为验收，且不构成对任何权利的放弃。

8. 文件与沟通

所有文件必须：

- 标明 GREENIUS 的采购订单号（PO号）
- 完整且准确

所有与合规相关的文件必须在发货前准备齐全，并可按要求提交。

9. 知识产权（IP）

供应商保证产品不侵犯任何第三方权利。

如因此产生任何索赔，供应商应承担全部责任，并使 GREENIUS 免受任何损失。

为 GREENIUS 开发或产生的所有知识产权均归 GREENIUS 所有。

10. 责任与赔偿

供应商对以下事项承担全部责任：

- 产品缺陷
- 不符合要求
- 损失

上述责任包括所有相关费用，包括但不限于：

- 产品召回
- 第三方索赔

供应商应购买适当的产品责任保险，并在要求时提供相关证明。

11. Pricing

Prices are fixed and include all costs unless otherwise agreed in writing.

No additional charges will be accepted without prior approval.

12. Invoices and Payment

Invoices must include all required information, including the GREENIUS PO number.

Payment does not constitute acceptance of goods or services.

13. Confidentiality

The Supplier shall keep all business, technical and commercial information confidential and shall not disclose it to third parties.

14. Code of Conduct

The Supplier must comply with all applicable laws and regulations, including labor and social standards.

The use of child labor, forced labor or any illegal labor practices is strictly prohibited.

15. Termination

GREENIUS may terminate the agreement in whole or in part in case of:

- breach of contract
- non-compliance
- insolvency or financial instability of the Supplier

16. Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of Germany.

Place of jurisdiction is Hamburg, Germany.

GREENIUS reserves the right to take legal action in any other competent jurisdiction.

11. 价格

除非另有书面约定，所有价格均为固定价格，并包含所有相关费用。

未经事先批准，不接受任何额外费用。

12. 发票与付款

发票必须包含所有必要信息，包括 GREENIUS 的采购订单号（PO号）。

付款不视为对货物或服务的验收。

13. 保密义务

供应商应对所有商业、技术及经营信息予以保密，且不得向任何第三方披露。

14. 行为准则

供应商必须遵守所有适用的法律法规，包括劳动及社会责任标准。

严禁使用童工、强迫劳动或任何非法用工行为。

15. 终止

在以下情况下，GREENIUS 有权全部或部分终止合同：

- 违约
- 不符合要求
- 供应商资不抵债或财务状况不稳定

16. 适用法律与管辖权

本条款与条件适用德国法律。

管辖地为德国汉堡。

GREENIUS 保留在其他有管辖权的法院提起法律诉讼的权利。