

ORSY[®] mat - Contract

ORSY[®] mat 系统服务合同

Between 签署人:

Customer number 客户号码: _____

Customer 客户

Address 地址

- hereafter "Customer" - 以下简称“客户”

And 与

Würth (China) Co., Ltd 伍尔特 (中国) 有限公司

a company duly organized and existing under the law of People's Republic of China and having its registered place of business at Room 336, No.2, South Taizhong Road, (Shanghai) Free Trade Zone, People's Republic of China

一家根据中华人民共和国法律存续的有限责任公司，注册地址位于上海市自贸区台中南路2号336室

- hereafter "Würth" - 以下简称“伍尔特”

The supply concept, ORSY[®]mat, is based on providing the customer in return for payment with a supply system on lease, by means of which C-parts consumables are supplied on an automated basis. If the customer removes an article from the system, this triggers automatic ordering of the same article, by which means continuous stocking of the system with articles shall be guaranteed.

ORSY[®]mat 系统服务，即客户付费租赁一套自动取货的系统设备。若客户在该系统设备中取走一件产品，系统会自动下单填充被取走的产品，以确保充足的供货。

General Points 一般条款

Start of contract 合同起始日期: _____ (day/month/year)

Term of contract 合同期限: [] months 【 】个月

Minimum purchase volume 最低货物采购量: [] /month 【 】/月

Würth is entitled to terminate this Contract and receive the cancellation fee if Customer fails to fulfil its minimum purchase volume.

若客户未能达到上述最低货物采购量，伍尔特有权终止本合同并收取合同终止罚金。

Costs of lease: The rental of ORSY[®]mat shall be paid monthly at [] and the payment becomes due on the 3rd work day of each month during the term of contract. Würth will issue VAT for Customer within 10 work days upon the receipt of payment from Client.

系统租赁费：客户应在每月的第3个工作日支付 ORSY[®]mat 系统的租赁费【 】元/月。伍尔特在每月收到上述租赁费后10个工作日内开具增值税发票。

Basic flat charge for delivery, installation and putting into operation of the ORSY[®]mat ORSY[®]mat: 系统安装并投入使用的基础服务费: _____ RMB

Additional flat charge from the second module per module: 每多加一排控制模块的额外费用: _____ RMB

All the flat charges for delivery, installation and putting into operation of ORSY[®]mat becomes due within 5 work days upon the delivery of ORSY[®]mat to Customer site.

客户应在 ORSY[®]mat 系统送达客户处后5个工作日内向伍尔特支付系统安装并投入使用的服务费以及基本模块外的额外模块费用。

Flat charge for expenses with extraordinary cancellation / special cancellation by Würth during minimum contract term:

若伍尔特在合同期限内终止合同，客户应支付合同终止罚金: _____ RMB

Access options 客户系统授权选项

▪ by pin code identification 使用 PIN 码认证

▪ by employee ID card 使用员工证

by barcode identification 使用条形码认证

by Würth RFID user card 使用伍尔特 RFID 使用卡

The customer is provided with 10 user cards, free of charge, when the ORSY[®]mat is put into operation.

在 ORSY[®]mat 系统投入使用后，客户会免费获得 10 张使用卡。

The customer wants more user cards at the price of _____ RMB each

若客户需要额外的使用卡，每张卡将收取人民币

10 20 50 100 _____

System management (stocking) of the ORSY[®]mat 系统库存管理

After instruction and training by Würth, the system management of the ORSY[®]mat is undertaken by the customer, provided Würth has not taken on the duty of system management.

若伍尔特不负责 ORSY[®]mat 的（库存）系统管理，在经伍尔特指导培训后，客户应自行负责 ORSY[®]mat 的（库存）系统管理。

If Würth takes on the duty of system management, the following additional costs are incurred:

若伍尔特为客户提供（库存）系统管理服务，客户需要额外支付：

Basic flat charge per stocking and per control module (incl. all attaching modules):

每一个控制模块的费用为：

Weekly 每周支付/____RMB p. month 每月 14-day 每14天支付/____RMB p. month 每月

The customer would like to make use of the system management service of Würth:

客户希望由伍尔特提供 ORSY[®]mat 系统的（库存）系统管理服务：

Yes 是 No 否

The flat charge for duty of system management shall become due on the 3rd work day of each month during the Term of contract.

客户应在每月的第三个工作日之前支付当月 ORSY[®]mat 系统的（库存）系统管理服务费。

Miscellaneous 其他约定

All the rental and charges herein are exclusive of any taxes, and Customer shall bear VAT and any other applicable taxes.

上述所有租赁费及其他费用均不包含任何税费，且客户应承担一切适用税费。

ORSY[®]mat Terms and Conditions of Würth Line China, attached hereto as Appendix 3 shall apply as well as the General Terms and Conditions for Sales and Deliveries of Würth Line China, a most updated copy of which can be accessed and retrieved at https://www.wuerth.cn/en/wuerth_cn/wuerth/introduction_of_wuerth_china/terms.php and be deemed as an integral part of this Contract.

附件 3 中的伍尔特直线中国 ORSY[®]mat 一般条款和条件以及伍尔特直线中国销售和交付的一般条款和条件（可从 https://www.wuerth.cn/en/wuerth_cn/wuerth/introduction_of_wuerth_china/terms.php 获取最新版本）应视为本合同的一部分。

The following appendices are an integral component of this contract and supplement the agreements made here:

下述附件应作为补充约定视为本合同的构成部分。

Appendix 1: **Access Authorisations**; Appendix 2: ORSY[®]mat Terms and Conditions of Würth Line China

附件 1: 系统授权; 附件 2: 伍尔特直线中国 ORSY[®]mat 一般条款和条件

Customer 客户, date 日期.....

WÜRTH 伍尔特 , date 日期.....

Name(s) 姓名

Name(s) 姓名

Signature(s) 签字

Signature(s) 签字
