

AUTONEUM GENERAL TERMS AND CONDITIONS OF PURCHASE – Asia

欧拓亚洲地区采购通用条款与条件

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I. SCOPE

范围

1. These General Terms and Conditions of Purchase (the “**Terms and Conditions**”) apply to each order and/or scheduling agreement and all other forms of agreements (each an “**Order**”) with regard to the supply of goods or materials and/or the performance of services (collectively the “**Goods**”) by the “**Supplier**” to any Autoneum Affiliates with registered seat in People’s Republic of China, India or South Korea (each individually the “**Purchaser**”). Supplier and Purchaser are jointly referred to as the “**Parties**” and individually as a “**Party**”.

本欧拓亚洲地区直接采购通用条款与条件（下称“条款与条件”）适用于涉及“供应商”向注册在中华人民共和国、印度或韩国的任何欧拓的关联公司（以下简称为“采购方”）供应货物或材料和/或提供服务（统称为“货物”）有关的每份订单和/或计划协议以及所有其他形式的协议（以下统称为“订单”）。供应商和采购方以下合称为“双方”，单独称为“一方”。

“**Affiliate**” shall mean any entity, that is controlling, controlled by or under common control of a Party; control meaning the direct or indirect ownership of fifty percent (50%) or more of the equity interest in an entity or the ability to control the decisions of such entity through the exercise of voting rights.

“关联方”是指控制一方、由一方控制或受一方共同控制的任何实体；控制是指直接或间接拥有一个实体百分之五十（50%）或以上的股权，或通过行使投票权控制该实体决策的能力。

2. Any additional or different terms proposed by the Supplier, in particular any Supplier general terms and conditions, are not applicable and expressly rejected by the Purchaser, even if (1) the Supplier refers to such terms and conditions in its offer, any counteroffer or otherwise at any time during the contractual relationship and/or (2) they are not rejected explicitly by the Purchaser in each individual case.

供应商提出的任何附加或不同条款，特别是任何供应商通用条款和条件，均不适用，采购方特此明确拒绝接收该等条款和条件，即使（1）供应商在其报价、任何还价或合同关系存续期间的任何时候明确提及此类条款和条件和/或（2）采购方并未单独明确拒绝接受该等其他条款和条件。

II. CONTRACT CONCLUSION

合同的订立

1. The Supplier will be deemed to have accepted a Contract as defined below, and any individual Order, when any of the following occurs: The Supplier (1) accepted an Order electronically, by facsimile or by EDI, (2) otherwise indicates its acceptance, expressly or impliedly, or (3) starts with the fulfilment of the Order.

当出现以下任何情况时，供应商将被视为已接受以下定义的任何合同和任何单独订单：供应商（1）通过电子方式、传真或电子数据交换系统 EDI 接受订单，（2）以其他方式明示或暗示接受订单，或（3）开始实际履行订单。

2. The below listed documents, as amended from time to time, form an integral part of every Order and apply to the contractual relationship between the Parties, whereas in the event of a conflict between them, the documents, as applicable, shall apply in the following order:

以下列出的文件（将不时修订），构成每份订单不可分割的一部分，适用于双方之间的合同关系，如果各文件之间发生冲突，则应按以下顺序适用：

- the respective Order;
具体的订单；
- PPAP Part Submission Warrant (PSW);
PPAP 零件提交保证书（PSW）；
- Autoneum's Purchased Part Specification (PPS);
欧拓采购部件技术规范（PPS）；
- Autoneum's Logistic Data Sheet (LDS);
欧拓物流数据表（LDS）；
- these Terms and Conditions, except to the extent a valid Purchase Framework Agreement is in place between a Purchaser and the Supplier, in which case such shall be deemed to replace these Terms and Conditions;
本条款和条件，除非采购方和供应商之间有有效的采购框架协议，在这种情况下，该协议将被视为取代本条款和条款；
- Autoneum's Supplier Quality Manual;
欧拓的供应商质量手册；
- Autoneum's Supplier Logistic Manual;
欧拓的供应商物流手册；
- Autoneum Tooling Safety Specification;
欧拓的模具安全规范；
- Autoneum Machinery Safety Specification, including its Appendix;
欧拓的机械安全规范，包括其附件；
- the Supplier Nomination Letter;
供应商定点信；
- Autoneum's Code of Conduct for Suppliers;
欧拓的供应商行为准则；
- Autoneum's 3rd Party Due Diligence Manual; and
欧拓的第三方尽职调查手册；以及
- any further documents specifically incorporated by reference in the Order, including without limitation, specifications, drawings, requirements of Purchaser's customer, quality requirements, delivery call-ups or similar documents issued by Purchaser to Supplier;

通过引用专门纳入构成订单一部分的任何其他文件，包括但不限于规范、图纸、采购方客户的要求、质量要求、交货通知或采购方向供应商发布的类似文件；

collectively all together the “**Contract Documents**“, will become a binding contract between the Purchaser and the Supplier (the “**Contract**”). The Contract Documents may also be validly exchanged by facsimile, electronically or by EDI. The Supplier is obliged to draw attention to any deviations of the order acceptance compared to the Order and such are only accepted if the Purchaser explicitly confirms so in writing.

统称为“合同文件”，将成为采购方和供应商之间具有约束力的合同（“合同”）。合同文件也可以通过传真、电子形式或通过电子数据交换系统 EDI 进行有效交换。供应商有义务明确指

出订单确认函与采购订单间的任何偏差项。仅在采购方有明确书面说明的情况下才能视为采购方接受该等偏差项。

If not available to the Supplier, the above documents can be downloaded in Autoneum's Supplier Portal, under <https://purchasing.autoneum.com> (Section Corporate and Business Group Asia) and/or may be provided to the Supplier following request.

如果供应商无法获得上述文件，可在欧拓的供应商门户网站下载，网址为 <https://purchasing.autoneum.com>（亚洲区公司和业务部分）和/或可应供应商要求提供。

3. For the avoidance of doubt, the Supplier is not permitted to reject Orders, including respective delivery call-ups thereunder, as long as they reflect the Contract conditions separately agreed (such agreed Contract conditions may include, but may not be limited to, the correct price, delivery lead times, are placed during the indicated vehicle program length, within the agreed capacity requirements and forecast, etc.). This also applies during any dispute between the Parties, unless such Order has been terminated for Purchaser's breach by Supplier pursuant to these Terms and Conditions.

为避免异议，只要订单反映了双方已单独商定的相关合同条件（此类商定的合同条款可能包括但不限于正确的价格、交货期，此类商定的合同条款在指定的车辆项目周期内且在商定的产能要求和预测范围内，等等）供应商不得拒绝此类订单，包括相应的交货通知。上述规定在双方之间存在任何争议期间仍然适用，除非该订单因采购方违约而被供应商依据本条款和条件终止。

4. The Purchaser may demand amendments of the Contract and/or any individual Order in any respect including, but not limited to quantity, specifications, delivery, terms, quality and/or packaging at any time. In this case the consequences, especially with respect to additional costs or reduction of costs, as well as with respect to delivery dates, are to be agreed by the Parties mutually in writing.

采购方有权对合同和/或任何单独采购订单的任何内容实施修订，包括但不限于数量规格、交货、期限、质量和包装等。这种情况下双方必须书面商定采购订单修订后产生的各种后果，尤其是因为修订所产生的额外费用或费用降低、交货日期等方面事宜。

The content of a change order shall be deemed to be agreed if the Supplier does not reject the change order in writing within seven (7) calendar days of the date of the change order.

如供应商在收到变更通知单后的七（7）个日历日内未以书面形式提出异议的即视为供应商同意该变更通知单中的内容。

III. FORECAST QUANTITIES

预估订购量

1. Forecast quantities set forth in the Order or otherwise communicated by the Purchaser to the Supplier are not binding, nor do they oblige the Purchaser to purchase any quantities during the term of the Contract. The forecast quantities will be reviewed periodically by the Purchaser and adjusted if necessary.

订单中规定的或采购方以其他方式告知供应商的预估订购量均无约束力，并且也并不意味着采购方有义务在合同期限内通过供应商采购任何数量的货物。采购方将定期审核，并在必要时调整预估订购量。

2. Only Purchaser's daily, weekly or monthly delivery call-ups based on the Order are relevant for any purchase obligation. Unless otherwise expressly stated in the Order, or otherwise explicitly agreed in writing between the Parties, the Supplier shall not make any commitments for raw materials or other inventory or manufacture Goods in advance of the time necessary to ensure on-time delivery.

只有采购方根据订单发出的每日、每周或每月交货通知才与任何采购义务相关。除非订单中另有明确规定或双方另有明确书面约定，否则供应商不得在确保按时交货所必需的时间之前对任何第三方就原材料或其他库存或制造货物做出任何承诺。

3. The Supplier acknowledges that the automotive industry is characterized by high volatility and Supplier represents and warrants that it has the operational and financial capability to manage such volatility and undertakes to use its best efforts to make deliveries in accordance with Purchaser's Orders and maintain production and delivery capacity in accordance with Purchaser's forecasts, even where such forecasts and/or Orders, including delivery call-ups, are modified. Therefore, forecasts of production volumes or length of a vehicle program as set out in the Supplier Nomination Letter or otherwise, whether from the Purchaser or Purchaser's customer, are subject to change from time to time, with or without notice to the Supplier and may be amended by Purchaser at any time.

供应商承认汽车行业具有高度波动性的特点，供应商声明并保证其具有管理此类波动性的运营和财务能力，并承诺尽最大努力根据采购方的订单进行交付，并根据采购方的预测维持生产和交付能力，即使此类预测和/或订单（包括交货通知）发生了修改。因此，供应商定点函或其他文件中规定的车辆项目的产量预测或项目周期预测，无论是采购方还是采购方的客户，都可能随时发生变化，无论是否通知供应商，采购方都可能随时修改。

IV. DELIVERY, TRANSFER OF RISK, TRANSFER OF TITLE, INSPECTION

交货、风险转移、所有权转移、检验

1. The Supplier shall follow the requirements specified in Autoneum's Supplier Logistic Manual and routing instructions defined by the Purchaser. In the event of non-compliance with said instructions the Supplier shall bear the excess transportation and other costs.

供应商应遵守欧拓供应商物流手册中的要求以及采购方提出的路线指示。如供应商未按照上述指示执行则由供应商承担额外的运输费用。

2. Delivery of Goods shall be performed DAP (pursuant to the Incoterms of the ICC, 2020 Edition) to the agreed place of delivery, if not agreed otherwise in writing. Goods which comprise services are to be performed at the Purchaser's business premises, unless otherwise agreed or not in line with the nature of the services to be provided.

如双方未另行书面约定，货物交付应按 **DAP**（根据国际商会《国际贸易术语解释通则》2020年版）执行至约定的交货地点。构成服务的货物应在采购方的营业场所进行，除非另有约定或不符合所提供服务的性质。

3. The Supplier ensures professional and faultless packaging according to the Purchaser's Supplier Logistic Manual and guarantees to follow the marking and labelling instructions and specifications of the Purchaser. The Supplier is liable for all damages as a result of inadequate or unsuitable packaging as result of non-observance of the Supplier Logistic Manual and/or any instructions provided in the Logistic Data Sheet (LDS).

供应商保证按照采购方合同文件的以正确、专业的方式包装货物并保证按照采购方的唛头和标签指示及规格执行。如因货物包装不符合供应商物流手册和/或《物流数据表》**LDS** 中给出的包装指示导致包装不充分或不符合货物要求的，由此所导致的一切损害均应由供应商承担。

4. Unless otherwise expressly agreed, the Purchaser may at any time upon written notice change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle the Supplier to a modification of the price of Goods covered by the concerned Order and/or to claim any additional costs.

除非另有明确约定，采购方可向供应商发出通知，更改计划装货量或直接临时暂停计划装货量，但供应商无权因此修改相关采购订单中的货物价格和或索赔任何额外费用。

5. If the Supplier is responsible for set-up or installation, the Supplier shall bear all the necessary incidental costs such as travel expenses, provision of tools and daily allowances.

如供应商负责设置或安装工作，供应商应承担一切必要的附带费用例如差旅费、提供各种工具及每日补贴等。

6. Time is of the essence for delivery, quality and quantity of each Order. The Supplier shall immediately notify the Purchaser in writing if the Supplier is unable to perform the services or deliver the Goods in the quantities and on the dates as specified in the Order and/or related delivery call-ups, and the Purchaser may require a more expeditious method of transportation of the Goods as originally specified. The Supplier shall ship the Goods as expeditiously as possible at the Supplier's sole costs. The Supplier, at its expense, shall use its best effort to mitigate any adverse effect or cost to the Purchaser due to any actual or potential delay, including the implementation of a production contingency plan.

时间对于每个订单的交付、质量和数量至关重要。如果供应商无法按照订单和/或相关交货通知中规定的数量和日期提供服务或交付货物，供应商应立即书面通知采购方，采购方可按照原先的约定要求供应商采用一种更快捷的运货方式。供应商应自费尽快将货物运抵双方指定的交货地点。供应商应尽最大努力自费缓解或降低因实际延误或可能延误情况给采购方造成的任何不利影响或采购方因此产生的任何费用，包括实施生产应急预案。

7. The Supplier undertakes to monitor the purchasing situation for critical components (raw material, production equipment, etc.). Any problems which may delay the supply of the Goods must be reported by the Supplier to the Purchaser immediately and in writing. The aforesaid shall, however, under no circumstances, release the Supplier from its on-time delivery obligations.

供应商承诺管控关键部件（原材料、生产设备等）的采购情况。任何可能延误货物供应的问题，供应商必须立即以书面形式向采购方报告。但是，在任何情况下，上述规定均不得免除供应商的准时交货义务。

8. If the Supplier fails to deliver any Goods by the agreed delivery date, the Supplier is considered in delay and in breach of the Contract immediately and without reminder, except in cases of force majeure. The Purchaser may choose, without limiting or affecting its other rights or remedies available under the Contract or at law, to waive performance or a part thereof or to withdraw from the Order. Goods received beyond the agreed delivery date may be returned to the Supplier at the Supplier's risk and costs. In case of delay, the Supplier shall indemnify and hold harmless the Purchaser for all losses and damages caused by such delay, including, without limitation, handling charges, expediting costs, the costs for any line shutdown and standstill costs at Purchaser or Purchaser's customer, the costs of obtaining the Goods from an alternate source and/or any costs or damages charged to Purchaser by Purchaser's customer as a result of Supplier's delay.

除不可抗力情况外，如果供应商未能在约定的交货日期前交付任何货物，则供应商将立即被视为延迟交货和违约，采购方的无需再次提醒。在不限或影响采购方根据合同或法律可获得的其他权利或补救措施的情况下，采购方可以选择放弃履行采购订单或其中的一部分，或选择取消该采购订单。超过约定交货日期收到的货物可退还给供应商，风险和费用由供应商承担。如果发生延误，供应商应就延误所致的一切损害对采购方做出赔偿，包括但不限于装卸费、运输费、采购方或采购方客户的任何生产线停产所产生的费用、从其他来源获得货物的费用和/或因供应商延误采购方客户向采购方收取的任何费用或损害赔偿。

9. Notwithstanding the Purchaser withdrawing from performance or a part thereof in accordance with clause IV paragraph 8, the Supplier is not released from its remaining delivery obligations under any Contract, unless specifically cancelled by the Purchaser.

即使采购方根据第四条第 8 款的规定取消履行采购订单或其中的一部分，供应商仍应继续履行其在任何合同下的剩余交付义务，除非由采购方特别免除供应商的该等交货义务。

10. Unless otherwise specified in the Order, ownership of the Goods is transferred at the date of delivery of such Goods by the Supplier. The Supplier acknowledges that the Purchaser is the sole owner of all samples, models, prototypes and tooling produced by the Supplier for the performance of the Order. No reservation of title clause proposed by the Supplier shall be effective against the Purchaser. The Supplier will further ensure that no such title reservations are asserted by its sub-suppliers and/or subcontractors (“Sub-Suppliers”).

除非订单中另有规定，货物的所有权均应于订单中规定的交货日期起由供应商转移至采购方。供应商确认，其在履行采购订单期间生产的所有样品、模型、原型和工装件均归采购方所有。供应商提出的任何所有权保留条款对于采购方均无效。供应商应确保其次级供应商和/或分包商(以下统称“二级供应商”)不会主张保留该等所有权。

V. PRICE AND PAYMENT

价格与付款

1. The Supplier shall sell the Goods to the Purchaser, in such quantities as were ordered by the Purchaser, at the price agreed by the Purchaser and reflected in the Order.

供应商应按照采购方的订购量以及采购方在订单中与供应商商定的价格向采购方交付货物。

For the avoidance of doubt and unless otherwise agreed in writing between the Parties, the prices are not subject to any kind of increase, including, but not limited to changes in raw material or other production costs like energy or labor or inflation adaptations.

为免生异议，除非双方另有书面约定，否则价格不得有任何形式的上涨且不受任何形式的上涨影响，包括但不限于原材料或其他生产成本的变化，如能源或劳动力或通货膨胀调整。

For Goods purchased as material for Purchaser’s production, the prices are regarded as fixed at least for the length of the Purchaser’s customer’s vehicle program, for which the Supplier has been awarded as set out in the respective Nomination Letter and/or the Order plus an additional period of three (3) years from end of serial production of Purchaser’s customer’s vehicle program.

对于作为采购方生产材料购买的货物，价格至少在采购方客户的车辆项目周期内被视为固定价格，采购方客户的车辆项目周期是指供应商获得该项目的定点后的相关定点函和/或订单中的规定周期，加上自采购方客户的车辆项目批量生产结束起的三（3）年的额外期限。

If not otherwise agreed in writing, prices include packaging and development cost as well as all taxes (except VAT). Costs of shipping, insurance, customs clearance and customs duty are subject to the agreed Incoterms.

如果未另行书面约定，价格包括包装和开发成本以及所有税费（增值税除外）。运费、保险费、清关费和关税均以商定的《国际贸易术语解释通则》为准。

2. Any requests for price adjustments must be submitted by the Supplier at least six (6) months prior to the requested date of implementation. Such request must be accompanied by reasonable evidence substantiating the actual increase in Supplier’s cost. Price adjustments are only valid if expressly

accepted by the Purchaser in writing. Invoices reflecting such price adjustments must not be sent prior to acceptance by Purchaser.

供应商的任何价格调整请求必须在要求的实施调整价格日期前至少六（6）个月提交。此类请求必须附有证明供应商成本实际增加的合理证据。只有在采购方以书面形式明确接受的情况下，价格调整才有效。在采购方确认接受价格调整之前，供应商不得发送按照此类调整价格计费的发票。

3. If not otherwise set out in the Order, the Goods may be invoiced by the Supplier not earlier than upon receipt at Purchaser's seat/manufacturing location. Except as otherwise set out in the Order, payments are effected within ninety (90) calendar days from receipt of the relevant and correct invoice, subject to receipt of a complete and/or undamaged delivery. Payment remittances shall be made by bank transfer. Invoices failing to meet Purchaser's and/or legal requirements will be rejected. The payment period will start anew from the date of issue of the corrected invoice.

如果订单中未另行规定，供应商可在不早于采购方所在地/生产地点收到货物时开具发票。除非订单中另有规定，在已收到完整和/或未损坏的货物的前提下，采购方将在收到相关且正确的发票后九十（90）个日历日内付款。付款将通过银行转账进行。不符合采购方和/或法律要求的发票将被拒收。付款期将从更正发票开具之日起重新开始。

4. In case of defective deliveries, the Purchaser shall be entitled to withhold payment pro rata to the value of the defective Goods until such Goods have been either replaced or repaired.

如供应商交付的货物存在缺陷，则采购方有权根据该等缺陷或不合格货物的金额按比例暂扣货款直至供应商更换或维修该等缺陷货物。

5. In the event the Purchaser withdraws from the Order due to delay or defective deliveries, the Purchaser is entitled to issue a debit note in the amount of the price invoiced by the Supplier and of the damages to be borne by the Supplier according to the Contract and/or according to applicable law.

如因供应商延期交货或交付的货物存在缺陷或不合格等原因导致采购方取消订单，则采购方有权按照供应商的采购价格、开票金额以及供应商依据合同和/或适用法律、法规所需承担的损害赔偿的金额开具催款通知书。

6. Without previous written consent of the Purchaser, the Supplier shall not be entitled to assign receivables or claims to third parties or to have such receivables or claims collected by third parties.

未经采购方事先书面同意，供应商无权将其任何应收账款或索赔转给第三方或委托第三方收取该等应收账款或索赔。

VI. OFFSETTING

抵消

1. In addition to any right of set off provided by applicable law, the Purchaser may set off and recoup against the Purchaser's and/or its Affiliates' accounts payable to the Supplier or any of its Affiliates, unless prohibited by applicable law, any amounts for which the Purchaser determines in good faith that the Supplier or any of its Affiliates is liable for under any Order or any other agreement with the Supplier or any of its Affiliates. The Purchaser may do so after prior written notice to the Supplier.

除非适用法律中禁止抵销，除了适用法律中规定的任何抵销权，采购方还可根据其按照诚信原则认定的供应商或供应商的任何关联公司依据任何采购订单、或与供应商或供应商的任何关联公司签订的任何协议应对采购方承担的任何款项抵销及扣除采购方应付给供应商或供应商的任何关联公司的应付账款。在事先书面通知供应商后采购方即可进行货款抵销。

2. The Purchaser will be presumed to have acted in good faith if it has a commercially reasonable basis for believing that the Supplier or any of its Affiliates is liable for the amount of the debit. A debit may include charges of the Purchaser's customer to the Purchaser, professional and service fees and other costs incurred by the Purchaser.

如采购方凭商业层面的合理依据，认定可由供应商或供应商的任何关联公司承担该债务，即视为采购方已按照诚信原则采取上述做法。债务可包括采购方客户欠采购方的费用、采购方产生的专业费用、服务费以及其他费用。

VII. PRODUCT QUALITY ASSURANCE, DOCUMENTATION, CPM TOOL AND COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS

产品质量保证、文件、CPM 工具及使用法律、法规和标准

1. The Supplier warrants fulfilling the requisites of the quality standards ISO 9001, IATF 16949, ISO 14001, ISO 45001 and ISO 50001 if defined as mandatory in Autoneum's Supplier Quality Manual, and any further relevant standards of the automotive industry. The Supplier agrees to meet the full requirements of the Production Part Approval Processes (PPAP) as specified by the Purchaser and the Purchaser's customer, as applicable, and agrees to present this information to the Purchaser upon request, at the level requested, unless otherwise specifically agreed by the Purchaser in writing.

供应商保证满足质量标准 ISO 9001、IATF 16949、ISO 14001、ISO 45001 和 ISO 50001（如果欧拓的供应商质量手册中定义为强制性要求）的要求以及汽车行业的任何其他相关标准。供应商同意遵守采购方及采购方的客户规定的生产件批准程序 PPAP 中的全部要求（如适用），并同意在采购方要求时按照采购方要求的程度向其出示该资料，除非采购方另行专门书面约定。

2. The Supplier further warrants that the Goods supplied conform to all laws, regulations and standards for use in the country of manufacture, the country of delivery as well as the country where the Purchaser's products are marketed or used (including, without limitation, environmental regulations on critical and hazardous material and substances, REACH (EC 1907/2006), UK REACH, GADSL, etc.) as well as the regulation and specifications found in the Compliance Process Manager tool (CPM) (<https://cpm.autoneum.com>). The Supplier is required to provide a material data sheet (MDS) in IMDS for all Goods (except services) supplied to the Purchaser. The Supplier further warrants that its manufacturing processes conform to all laws, regulations and standards applicable (including, without limitation, health and safety requirements, ESG related laws and regulations, etc.). The Supplier agrees to respond, immediately upon request, to any sustainability, ESG related or other questionnaires initiated by the Purchaser and permit related Supplier audits.

供应商进一步保证，供应的货物符合制造国、交货国以及采购方产品销售或使用国的所有法律、法规和标准（包括但不限于关键和危险材料和物质的环境法规、REACH（EC 1907/2006）、英国 REACH、GADSL 等）以及欧拓合规流程管理工具（CPM）中的规定和规范 (<https://cpm.autoneum.com>)。供应商需要在 IMDS 中提供向采购方提供的所有货物（服务除外）的材料数据表（MDS）。供应商进一步保证其制造过程符合所有适用的法律、法规和标准（包括但不限于健康和安全管理要求、ESG 相关法律法规等）。供应商同意根据要求立即对采购方发起的任何可持续性、ESG 相关或其他调查问卷作出回应，并允许对供应商进行相关审计。

3. The Purchaser examines deliveries only for completeness (in terms of quantity and identity) and obvious transport damages. It has no further inspection obligations. The Supplier waives any right to require the Purchaser to conduct any further inspection. The Purchaser may return the Goods delivered in excess of the quantity specified in the Order at the Supplier's sole expense and risk.

采购方仅检查所交付的货物是否齐全，从数量和标识上以及货物是否在运输途中有明显损坏等情况。采购方不承担任何其他检验义务。供应商放弃任何要求采购方负责进一步验货的权利。如供应商交付的货物数量超出订单中规定的数量，则采购方可将超出部分的货物退给供应商，由此产生的相关费用及风险由供应商自行承担。

4. The Supplier shall respect and perform all the agreed checks in the control plan during the initial sampling (see Supplier Quality Manual) and demonstrate at any step the compliance with Purchaser's specifications. The Supplier is obliged to maintain all quality check records and evidence of product approval according to new requirements and to make these available to the Purchaser if requested. All evidence must be kept for at least fifteen (15) years or a longer period, if required by the Purchaser, and presented to the Purchaser upon request. The Supplier shall require its Sub-Suppliers to implement the same.

供应商应在初始抽样阶段遵守并按照控制计划的规定开展双方约定的所有检查工作（详见《供应商质量手册》），并提供所有环节均符合采购方技术规范完整证据。供应商有义务按照新要求保存所有质量检查记录及产品审批证据，并按照具体要求向采购方提供此类记录和证据。所有这些证据的最短保存期限为十五（15）年或更长时间，供应商必须按照具体要求向采购方出示这些证据。供应商应要求其二级供应商采用相同方法。

供应商应在初始取样期间尊重并执行控制计划中约定的所有检查（见供应商质量手册），并在任何步骤证明符合采购方规范。供应商有义务根据新要求保存所有质量检查记录和产品批准证据，并在采购方要求时向其提供这些记录和证据。如果采购方要求，所有证据必须保存至少十五（15）年或更长时间，并应采购方要求提交给采购方。供应商应要求其次级供应商执行同样的规定。

5. If the Supplier intends to make any design, technical or any other changes to the Goods, such as, but not limited to changes to Autoneum's specifications, modifications of production procedures, changes in Sub-Supplier, transfer of production facilities or modifications to test equipment/procedures or tools (the "**Change of Goods**"), the Supplier shall notify Autoneum at least one hundred and eighty (180) calendar days before the date such Change of Goods is proposed to be incorporated into the Goods. For any Change of Goods, the prior written approval of the Purchaser is required. After written approval of the Purchaser for the Change of Goods, the Supplier will fully review compliance with the quality standards according to clause VII, in particular the Production Part Approval Processes (PPAP) as applicable.

如果供应商打算对货物进行任何设计、技术或任何其他变更，例如但不限于对欧拓规范的更改、生产程序的修改、二级供应商的变更、生产设施的转移或测试设备/程序或工具的修改（“货物变更”），供应商应在拟对货物正式实施此类货物变更之日前至少一百八十（180）个日历日通知欧拓。对于任何货物变更，需征得采购方的事先书面批准。采购方书面批准货物变更后，供应商将根据第 VII 条全面审查是否符合质量标准，特别是生产件批准程序（PPAP）（如适用）。

6. If required, the Supplier shall be obliged to provide a declaration of origin for the Goods being supplied and materials contained therein or used for the manufacture thereof. The Supplier warrants the correctness of any declaration of origin provided for the Goods.

如有相关要求，供应商有义务就所供货物以及该货物中所含的材料，或用于生产该货物的材料出具一份原产地声明。供应商保证为货物提供的任何原产地声明的正确性。

7. The Purchaser publishes changes in the CPM tool through the above mentioned platform. The Supplier shall regularly check the Purchaser's platform and shall adapt its entries within one (1) month after changes in the CPM tool.

采购方通过上述平台发布 CPM 工具变更内容。供应商应定期查看采购方的平台，并在 CPM 工具变更后的一个月內调整其录入资料。

VIII. RECALL

召回

1. The Purchaser reserves the right to initiate a recall of any Goods supplied pursuant to the Contract when the Purchaser or the Purchaser's customer determines, or any authority alleges, such Goods are defectively designed or manufactured; and/or which fail to comply with all applicable laws, rules or regulations including but not limited to safety, environmental or emission laws.

当采购方或采购方的客户确定，或任何机构宣称供应商依据合同提供的任何货物，存在设计或生产缺陷、和/或不符合所有适用法律、规定或法规，包括但不限于安全、环境或排放方面的法律规定，则采购方保留对该等货物启动召回程序的权利。

2. If the Purchaser should elect or be required to initiate a product recall, withdrawal or field correction for any reason, the Purchaser will notify the Supplier. The Supplier will assist the Purchaser in an investigation to determine the cause and extent of the problem and in the handling of the recall. The Supplier shall not contact or respond to any inquiry by any authority (unless legally obliged to do so) with regard to any recall, but liaise with the Purchaser only, who will coordinate all communications.

如采购方出于任何原因选择或根据有关要求启动产品召回、收回或现场整改程序，采购方会通知供应商。供应商将协助采购方开展调查工作，以确定问题的原因和程度，并协助采购方处理召回工作。供应商不得就任何召回事宜联系或回应任何当局的任何询问（法律强制要求除外），对此供应商只能与采购方沟通，由采购方负责所有召回沟通工作。

3. If any Goods are recalled as a result of (1) Goods supplied by Supplier that do not conform with the Contract or (2) the negligent or intentional wrongful act or omission of the Supplier or any of Affiliates or Sub-Suppliers, then the Supplier will pay all costs and expenses of such recall, including but not limited to the Purchaser's reasonable attorney fees and expenses associated with such recall. Provided the Purchaser gives the Supplier advance notice of any such recall action, the Supplier shall reimburse the Purchaser and its customer(s) and their dealers for all costs incurred in connection with such recall, including but not limited to the costs of notifying vehicle owners and replacing all defective Goods.

如因货物供应商未遵守合同中的条款或供应商或供应商的任何关联公司或二级供应商存在过失或故意不当行为或疏忽导致货物被召回，则供应商需支付因该等召回所产生的一切成本和费用，包括但不限于采购方产生的与该等召回相关的合理律师费及其他相关费用。但采购方在实施任何该等召回行动前，必须提前通知供应商，供应商应赔偿采购方及其客户和经销商产生的与该等召回相关的一切费用，包括但不限于因通知车主及更换所有缺陷货物而产生的费用。

4. The Supplier shall also reimburse the Purchaser for warranty claims based on related damage caused by any defect or failure of any Goods and/all costs, settlements, judgments, expenses, fines, penalties, remedies and/or damages in connection with any claim or proceeding brought against the Purchaser or its customers to the extent based upon an allegation that any Goods supplied by the Supplier pursuant to the Contract is defective.

如任何第三方因供应商依据合同提供的任何货物存在缺陷为由，向采购方或采购方的客户主张索赔，则供应商应根据保修索赔条款对因任何货物缺陷或故障导致的相关损害，向采购方做出赔偿，包括采购方或其客户支付的任何索赔，或任何诉讼相关的一切成本、理赔费用、经判决需支付的费用、开支、罚金、罚款、补偿金及/或损害赔偿。

5. The Supplier will maintain complete and accurate records concerning the manufacture of the Goods for such periods as may be required by applicable law, however, in no case shorter than ten (10) years from creation of the record and shall provide access to such records to the Purchaser and the Purchaser's customer upon their request.

供应商将在适用法律要求的期限内保存与货物生产相关的完整、准确记录，但在任何情况下，不得短于记录创建后的十（10）年，在采购方及其客户提出要求时，供应商应允许采购方及其客户查阅该等记录。

IX. PRE-ACCEPTANCE / ACCEPTANCE AND AUDIT RIGHT

预验收和验收

1. Except as expressly stated otherwise in the Order, the Supplier is responsible for (1) all labor, materials, equipment, tools and supervision necessary to perform the Contract; (2) designing, manufacturing, assembling, constructing, building, installing the equipment and other Goods listed in the Order, (3) conducting testing, training and warranty procedures related to the operation and maintenance of the Goods, and (4) all labor, materials, equipment, tools and supervision necessary to perform the services specified in the Order and other specifications.

除非订单中另有明确说明，否则供应商需负责：（1）为履行合同所必需的所有人工、材料、设备、工具和监督工作；（2）设计、生产、组装、建造、构建、安装采购订单中所列的设备和其他货物；（3）开展与货物运行及维护相关的检测、培训及保修工作；及（4）为提供订单和其他技术规范中所述服务所必需的一切劳动力、材料、设备、工具和监督工作。

2. The Supplier will submit to the Purchaser all production, function and quality control test reports and other data as the Purchaser may request from time to time concerning the Goods.

供应商将按照采购方不时提出的与货物相关的要求，向采购方提交所有生产、功能和质控试验报告及其他资料。

3. The Supplier shall notify the Purchaser in writing when the Goods are ready for shipment/pre-acceptance testing. The Purchaser shall have the right, but no obligation, to inspect the Goods prior to shipment at the Supplier's facility and/or at arrival at the Purchaser's plant. Any Defects discovered by the Purchaser shall be promptly repaired or replaced by the Supplier at Supplier's sole cost and expense, and the Goods shall be subject to another pre-acceptance testing.

供应商应书面通知采购方货物已准备就绪可开始装货/预验收试验。在供应商的工厂装货前及/或在货物运抵采购方工厂前，采购方均有权（但没有义务）验货。如采购方在验货时发现货物存在任何缺陷或不足之处，供应商应及时自费维修或更换该货物，然后再由采购方对该货物重新开展预验收检验或试验。

4. If requested by the Purchaser, all Goods ordered under the Contract shall be subject to final acceptance by the Purchaser (the "**Final Acceptance**"). The Purchaser shall notify the Supplier to make arrangements for the final acceptance testing, which shall be designed by the Purchaser to evaluate whether the Goods are in compliance with all applicable specifications and operate as contemplated in the Contract. In the event the Goods fail to operate in compliance with the Contract and/or do not meet all specifications and requirements contained in the Contract, the Supplier shall at the Supplier's own expense, immediately make such repairs or adjustments so as to render the Goods compliant therewith and the acceptance test shall be repeated. Notwithstanding payment or any prior inspection, Final Acceptance will not occur until (1) the Supplier has corrected all deficiencies related to the Goods identified by the Purchaser, (2) the Supplier has provided all documentation in accordance with the Contract, and (3) the Supplier has satisfied all other requirements as specified in the Contract.

如果采购方提出要求，根据合同订购的所有货物均应接受采购方的最终验收（下称“最终验收”）。采购方应通知供应商安排最终验收试验。采购方应指定最终验收试验以评估货物是否符合所有适用的技术规范，并按照合同中的规定投入运行。如货物无法按照合同的规定运行及/或不符合合同中的所有技术规范和要求，则供应商应自费立即开展维修或调整工作，以使货物符合上述规定，为此应重新开展验收试验。尽管采购方可能已付款或已事先验货，但在以下各项完成前不会实施最终验收：（1）对于采购方发现的与货物相关的所有不足之处供应商已整改完毕；（2）供应商已按照合同提交所有相关文件及；（3）供应商符合合同中规定的所有其他要求。

5. For only the first pre-acceptance test and the first final acceptance test performed, the Purchaser shall be responsible for its own travel costs and the costs of providing any materials or supplies that the Purchaser deems necessary in order to verify the proper operation and performance of the Goods. For all pre-acceptance and final acceptance tests performed after the first one, the Supplier shall be responsible, at its sole costs and expense, for any materials or supplies that the Purchaser supplies or that the Supplier requests the Purchaser to supply in order to verify the proper operation and performance of the Goods. In addition, the Supplier shall be responsible for any and all travel expenses and other related costs incurred by the Purchaser as a result of the non-compliance of the initial pre-acceptance test or final acceptance tests performed or due to any subsequent pre-acceptance and/or final acceptance testing that are performed. The pre-testing and final acceptance testing parameters shall be established by the Purchaser and shall be based upon the specifications and requirements set forth in the Contract.

采购方仅承担首次预验收试验及首次最终验收试验时自己的差旅费，以及其为验证货物能否正常运行及性能是否正常而认为有必要提供的任何材料或物资的费用。对于继首次试验后开展的所有预验收试验和最终验收试验，采购方所供任何材料或物资的费用或为验证货物能否正常运行及性能是否正常，供应商要求采购方提供的任何材料或物资的费用，则由供应商承担。另外，供应商还应承担由于初次预验收试验或初次最终验收试验未通过或后续实施了任何预验收及/或最终验收试验而使采购方产生的任何及一切差旅费和其他相关费用。预验收试验和最终验收试验的参数均应由采购方根据合同中的各项规格和要求制定。

6. The Supplier grants to the Purchaser and Purchaser's customer (or any third party on their behalf) the right to enter the Supplier's premises at any reasonable time to make an audit, in particular to inspect the Goods, and any component parts and the fabrications/assembly techniques and testing methodologies proposed or used by the Supplier as the Purchaser or its customer may deem appropriate. The Supplier agrees to fully cooperate with the Purchaser or its customer in such audits. The exercise of the audit rights by the Purchaser or its customer does not release the Supplier from its own inspection, warranty and other obligations under the Contract. An audit may not be deemed as any kind of implied acceptance of the Goods or their manufacturing processes.

供应商授予采购方和采购方的客户（或代表他们的任何第三方）在任何合理时间进入供应商的场所进行审计的权利，特别是在采购方或其客户认为合适的情况下检查货物、任何零部件以及供应商提出或使用的制造/组装技术和测试方法。供应商同意在此类审计中与采购方或其客户充分合作。采购方或其客户行使审计权并不免除供应商在合同项下的检验、保证和其他义务。审计不得被视为对货物或其制造过程的任何形式的默示接受。

X. WARRANTY

保证

1. In addition to all other warranties expressed or implied by applicable law, the Supplier grants the Purchaser full legal and material warranty during the “**Warranty Period**” (as defined in clause X

paragraph 7 below). In particular, but without limitation, the Supplier warrants that the Goods will be free of defects in material, workmanship and design, conform to the Contract including any agreed specifications and comply with the warranties and requirements according to clause VII. The Supplier is obliged to inform the Purchaser immediately in writing if and when defects, deviations to any specifications or other nonconformities of the Goods (jointly referred to as “Defects” and “defective” shall be construed accordingly) are identified.

除适用法律明示或暗示的所有其他担保外，供应商在“担保期”（定义见下文第 X 条第 7 款）内向采购方提供完整的法律和实质担保。特别是，但不限于，供应商保证货物在材料、工艺和设计方面没有缺陷，符合合同规定，包括任何商定的规范，并符合第 VII 条规定的保证和要求。

除了适用法律、法规中明确规定或默示的所有其他保证，供应商在“保修期”定义（见下述第 7 款）内向采购方做出完整、合法的实质性保证。供应商特别保证（但不限于该特别保证）货物不存在材料、工艺和设计方面的缺陷，符合合同的规定，包括双方商定的任何技术规范，且依据第 VII 条之规定符合各项保证和要求。如果发现货物存在缺陷、与任何规范的偏差或其他不符合项（应相应解释为“缺陷”和“有缺陷”），供应商有义务立即书面通知采购方。

During the Warranty Period, the Supplier agrees to promptly perform any corrective work (the “**Corrective Work**”) which may be required to remedy any Defect of the Goods at no cost to Purchaser. The Supplier shall also be solely responsible for all expenses necessary to perform any warranty related services.

在保修期内，供应商同意及时免费开展与货物相关的任何必要的整改工作（下称“整改工作”）以弥补货物的任何缺陷。同时，为提供任何保修相关服务所必需的一切费用均应由供应商自行承担。

2. The Purchaser shall notify the Supplier through written notice or by email of any Defects in the Goods as soon as reasonably practicable in the ordinary course of its business within the Warranty Period, specify the Defect and request the Corrective Work. The Supplier waives any right to reject delayed notifications of Defects.

如采购方在货物保修期内正常使用货物时发现任何缺陷，则采购方应尽快书面或通过电子邮件通知供应商，说明货物的具体缺陷，并要求供应商整改。供应商放弃任何拒收延迟送达的缺陷通知的权利。

3. If the Purchaser determines in good faith that the Corrective Work cannot be done as the Purchaser has started to use the Goods or such Corrective Work would cause delay in the Purchaser's operation or would lead to incurrence of additional costs to the Purchaser, the Purchaser is entitled to reject the defective Goods, and at the Purchaser's option, (1) request redelivery of conforming Goods or (2) retain them and either repair the defective Goods itself or have such work undertaken by a third party and reduce the price, or (3) withdraw, fully or partially, from the Order. Costs for inspection, for off-lining of defective Goods, costs for any line shut down, including such of Purchaser's customers, of repairing, replacing or reworking as well as transport and any customs duty, taxes, charges or other levies payable in connection with the performance of work and the transport of the defective/repaired/replaced Goods shall be borne by the Supplier. All further claims available by applicable law for compensation of costs and damages are expressly reserved. The Purchaser shall be entitled to charge the Supplier for administrative costs for each notification of nonconformity.

如因采购方已开始使用货物或整改工作会延误采购方的生产运行或会使采购方产生额外费用，故采购方按照诚信原则认定无法开展整改工作，则采购方有权拒收不合格/有缺陷的货物，且采购方有权选择：（1）要求供应商重新交付合格货物；（2）收下并自行或委托第三方维修有缺陷的货物，并从采购款中扣除相应费用；或（3）全部或部分取消采购订单。供应商应承担

因缺陷货物下线所产生的检验费、任何生产线（亦包含采购方的客户的生产线）停产费、维修费、换货费或返工费和运费，以及与缺陷/维修/更换货物相关工作的开展及运输有关的所有关税、税金、费用或其他应交款。对于各项费用及损害赔偿金的赔偿，依据适用法律、法规可获得的所有其他权利要求均应予以明确保留。采购方有权就每次不符合项通知向供应商收取管理费。

4. The Purchaser will endeavor to store rejected defective Goods. The Supplier shall collect such Goods within fourteen (14) calendar days from the notification stated above in clause X paragraph 3. If defective Goods are not collected within this period, the Purchaser shall be entitled at its choice to return, destroy or dispose of the defective Goods. All arising costs shall be borne by the Supplier.

采购方将尽力储存拒收的缺陷货物。自收到上述第 X. 3 条中所述通知之日起十四（14）天内，供应商应取回该等货物。如供应商未在该期限内取回缺陷货物，采购方应有权选择退回、销毁或自行处理缺陷货物。因此产生的一切相关费用均应由供应商承担。

5. In case the Goods are repeatedly supplied in a defective condition, the Purchaser may immediately withdraw from the Order with respect to Goods not yet supplied without any liability.

如供应商再次交付的货物仍有缺陷，采购方可立即取消该货物的相关订单，且无需承担任何责任。

6. A warranty claim does not arise if the Defect is attributable to the Purchaser, in particular in case of non-observance of operation, service or installation instructions provided in writing by the Supplier.

如果缺陷是由采购方造成的，特别是采购方在未遵守供应商书面提供的操作、服务或安装说明的情况下导致的，则供应商将不承担保修责任

7. If no other Warranty Period is stated in the respective Order, the Warranty Period for the Goods is five (5) years and commences with receipt and signature of a delivery note for the Goods by the Purchaser or Final Acceptance, if so requested under clause IX paragraph 4.

如果相关订单中没有规定其他保修期，则货物的保修期为五（5）年，并在采购方收到并签署货物交付单时起算，或在根据第 IX 条第 4 款的要求签署最终验收时起算。

The period between the delivery date and the manufacturing date of the Goods must not exceed three (3) months, unless the shelf life of the Goods is shorter, in which case the Supplier is required to notify the Purchaser in writing of such fact and ensure that the Goods are delivered to Customer at least six (6) weeks before the end of the shelf life.

交货日期与货物生产日期之间的这段时间不得超过三（3）个月。除非货物的保质期短于该三（3）个月，在这种情况下，供应商需要书面通知采购方这一事实，并确保货物在保质期结束前至少六（6）周交付给客户。

8. Identical warranty terms, as applicable to the original Goods delivered, shall apply to spare, replacement or repaired Goods or reperformance of services delivered in accordance with the warranty.

适用于原交付货物的相同保修条款应适用于根据保修提供的货物的备件、替换件或维修件或重新提供的服务。

XI. INDEMNITY, INSURANCE

赔偿，保险

1. The Supplier shall indemnify and hold the Purchaser, its agents, servants, officers, directors and employees, the Purchaser's distributors, dealers and all entities which sell Goods or products into which the Goods are incorporated, and their respective customers, fully harmless against liability, costs, damages, losses, claims and expenses (including legal expenses) occasioned by or arising out of any claim for death, personal injury or propriety damage, which results from any Defect or alleged Defect in the Goods or from Supplier's breach of any term of the Contract. The Supplier will indemnify the Purchaser for all claims for damages made by third parties, especially for claims arising from product liability legislation, which are asserted against the Purchaser in connection with the Goods and/or from the Supplier's breach of any term of the Contract.

如因货物存在任何缺陷，或诉称货物存在缺陷，或供应商违反合同中的任何条款而造成人员死亡、人身伤害或财产损失，供应商应承担由此产生的债务、费用、损害赔偿、损失、索赔及开支（包括诉讼费），供应商应赔偿并使采购方、采购方的代理人、雇员、高级职员、董事和员工、采购方的分销商、经销商、销售货物或销售由货物组成的各种产品的所有实体及其各自的客户完全免受相关影响。如第三方就损害赔偿向采购方索赔，特别是第三方依据产品责任法对采购方提出的与货物相关的索赔及/或因供应商违反合同中的任何条款而对采购方提出的索赔，供应商必须对采购方做出全部赔偿。

2. The Supplier shall hold the Purchaser, its agents, servants, officers, directors and employees, Purchaser's distributors, dealers and all entities which sell Goods or products into which Goods are incorporated, and their respective customers, fully harmless against liability, costs, damages, losses, claims and expenses (including legal expenses) arising out of any action to recall any vehicle, or any product into which Goods have been incorporated consequent upon any Defect in the Goods.

如因发现货物存在任何缺陷后有关方召回了任何车辆或由产品组成的任何货物，供应商应承担由此产生的债务、费用、损害赔偿、损失、索赔及开支（包括诉讼费），供应商应赔偿并使采购方、采购方的代理人、雇员、高级职员、董事和员工、采购方的分销商、经销商、销售货物或销售由货物组成的各种产品的所有实体及其各自的客户完全免受相关影响。

3. For the duration of the Contract and the contractual obligations of the Parties, but at least for five (5) years after delivery, the Supplier shall maintain a comprehensive insurance which covers the Supplier's product liability and general commercial liability from a financially sound and reputable insurance company. Such insurance policy shall include a clause relating recall campaign costs and including reinstallation and dismantling costs incurred at the Purchaser or its customer. The Supplier shall procure insurance to insure against bodily injury and property damage at an amount of not less than EUR 5 Million (five Million Euro). The Supplier informs the Purchaser immediately in case of termination or material change of the insurance coverage. If the Supplier fails to provide such insurance coverage, the Purchaser has the right to terminate any Orders affected at any time, in which the requirement is not fulfilled, with a thirty (30) calendar days' notice period. Furthermore, within fifteen (15) calendar days from request by the Purchaser, the Supplier shall provide an insurance certificate confirming the existing coverage.

在合同有效期和双方的合同义务期间，但至少在交付后五（5）年内，供应商应向财务状况良好、信誉良好的保险公司投保涵盖供应商产品责任和一般商业责任的综合保险。此类保险单应包括与召回活动费用相关的条款，包括采购方或其客户重置和拆卸所产生的费用。供应商应购买不低于 500 万欧元（500 万欧元）的人身伤害和财产损失保险。如果保险范围终止或发生重大变化，供应商应立即通知采购方。如果供应商未能提供此类保险，采购方有权在未满足要求的任何时间终止任何受影响的订单，并提前三十（30）个日历日发出通知。此外，在采购方提出要求后的十五（15）个日历日内，供应商应提供一份保险证书，以确认现有的保险范围。

4. The Supplier acknowledges and agrees that any decision to procure a credit insurance for transactions with the Purchaser hereunder is at Supplier's sole choice and risk. It shall not, in any way, result in the modification of any terms agreed in the Order, including but not limited to the agreed upon price or payment period, even if so requested by the insurer.

供应商承认并同意，为以下与采购方的交易购买信用保险的任何决定均由供应商自行选择并承担风险。即使保险人提出要求，也不得以任何方式修改订单中约定的任何条款，包括但不限于约定的价格或付款期限。

XII. SPARE PARTS / DISCONTINUATION

备件/停产

1. The Supplier guarantees to the Purchaser for the period of fifteen (15) years following the last delivery of the Goods to maintain an adequate inventory of all unique or specially manufactured parts and to furnish the Purchaser with spare parts as well as to render any documents necessary for service, such as plans, piece lists, etc., unless a different period is set forth in the Order. This obligation shall survive, even if the Contract or a specific Order has been terminated for any reason whatsoever, unless otherwise communicated by the Purchaser in writing.

除非订单中另有时间规定，供应商向采购方保证自交货之日起的十五（15）年内保持所有独特或特制部件的充足库存，并向采购方提供备件以及货物维修保养所需的任何文件（如计划、部件清单等）。除非采购方另有书面通知，否则即使合同或特定订单因任何原因终止，该义务仍应继续有效。

2. The Supplier shall inform the Purchaser immediately in case key materials or components used for the manufacture of the Goods are no longer available. The Supplier shall undertake all its best efforts to look for alternative materials to ensure uninterrupted deliveries and/or transfer all relevant know-how to the Purchaser upon the latter's request.

如供应商的二级供应商停止生产用于生产货物的主要材料或部件，则供应商应立即通知采购方。供应商应尽其最大努力寻找替代材料，以确保不间断交付和/或应采购方的要求将所有相关技术转让给采购方。

3. For all unique or specially manufactured Goods, should the Supplier intend to discontinue the production of such Goods, Supplier shall inform the Purchaser in writing not less than twelve (12) months prior to the effective date of such planned discontinuation. The Purchaser shall confirm its receipt in writing. The Purchaser may, in order to cover its remaining demand and subject to Supplier's acceptance, place Orders for such discontinued Goods within six (6) months of its receipt of such notice of discontinuation.

对于所有独特或特殊制造的货物，供应商应在计划停产生效日期前至少十二（12）个月以书面形式通知采购方。采购方应以书面形式确认其收到。为了满足其剩余需求，经供应商接受后采购方可在收到此类停产通知后的六（6）个月内对此类停产货物下订单。

XIII. MANUFACTURING DEVICES

生产设备

1. Manufacturing devices like models, matrixes, patterns, samples, tools and others (“**Manufacturing Devices**”) belonging to the Purchaser or to Purchaser's customers must be kept, maintained and preserved in working order and shall be comprehensively insured by the Supplier free of charge. The Supplier must mark such manufacturing devices as the Purchaser's or the Purchaser's customer's property with identification plate and codification number provided by the Purchaser with the Order.

The Supplier must return evidence in the form requested by the Purchaser, including photography. The Supplier must obtain the Purchaser's prior written consent before moving Manufacturing Devices owned by the Purchaser or by the Purchaser's customer to another location. The Supplier shall promptly resist any attempt to seize or impound such Manufacturing Devices. On request of the Purchaser, the Supplier shall immediately hand over such Manufacturing Devices.

归采购方或采购方的客户所有的模型、压模、图样、样品、工具及其他物品（统称“生产设备”）等生产设备，必须保持正常工作状态，供应商应免费对生产设备投保综合保险。供应商必须用铭牌以及采购方在订单中规定的代码，将此类生产设备标记为采购方或采购方客户的财产。供应商必须按照采购方要求的形式提交相关证明文件，包括照片。在将采购方或采购方客户所有的生产设备迁至另一个场所前，供应商必须征得采购方的事先书面同意。供应商应及时制止企图占有或扣留此类生产设备的任何行为。如采购方提出要求，供应商应立即移交此类生产设备。

2. The Purchaser becomes sole owner of the Manufacturing Devices manufactured or purchased by the Supplier, including any Intellectual Property Rights (as defined below) to such Manufacturing Devices, following the Order covering the Manufacturing Devices as soon as they are fabricated or purchased by the Supplier. Ownership by the Purchaser will not relieve the Purchaser of its obligation to pay nor affect any claim of the Supplier for payment under an Order.

采购方生产设备的订单下单后，由供应商生产或采购的生产设备，立即归采购方独家所有，包括此类制造设备的任何知识产权（定义见下文）。即使此类生产设备归采购方所有，亦不免除采购方的付款义务，且不影响供应商要求采购方依据订单付款的任何权利。

3. The Supplier has no property rights or other rights on the Manufacturing Devices owned by the Purchaser. The Supplier waives any lien that it might have or otherwise be able to assert against the Manufacturing Devices of the Purchaser and waives any objection to the Purchaser's repossession and removal of the Manufacturing Devices owned by the Purchaser for any reason, including bankruptcy and or insolvency proceedings.

对于归采购方所有的生产设备，供应商不拥有任何产权或其他权利。供应商放弃可能对采购方生产设备设置的或以其他方式可对该生产设备设置的任何留置权，且供应商放弃对采购方因故（包括破产及/或进入破产保护程序）收回和解除归采购方所有的生产设备提出任何异议。

4. The Supplier shall keep the Manufacturing Devices in good working condition and make any necessary repair and maintenance at its own expense. In case of any malfunctioning or damage caused to the Manufacturing Devices which could require such device be replaced or a stoppage in the supply of Goods the Purchaser must be promptly informed.

供应商应使生产设备保持良好的工作状态，并自费对生产设备实施任何必要的维修和维护。如生产设备出现任何故障或损坏，并导致可能需更换该生产设备或停止供货，则必须立即通知采购方。

5. The Manufacturing Devices and other material provided to the Supplier by the Purchaser or otherwise owned by the Purchaser may be used solely for the manufacture of the Goods according to the Order.

采购方提供给供应商的、或以其他形式归采购方所有的生产设备和其他材料，仅可依据订单用于生产货物。

6. The Purchaser shall be granted an exclusive and irrevocable option exercisable at any time to purchase any Manufacturing Devices, which are solely used to manufacture Goods to be delivered to the Purchaser at the present value of the Supplier's actual cost of such Manufacturing Devices owned

by the Supplier that the Supplier has not yet recovered in the piece price of the Goods by the time the Purchaser exercises the option.

供应商应授予采购方一项可在任何时候行使的不可撤销的排他性选择权，从而使采购方可选择按照其行使该选择权时，供应商尚未通过单件货物价格收回成本的、归供应商所有的生产设备实际成本的当前价值，购买仅用于生产采购方货物的此类生产设备。

XIV. INTELLECTUAL PROPERTY RIGHTS

知识产权

1. The Supplier is responsible for ensuring that the Goods are not subject to any patent, industrial designs trademarks, trade secrets and the like (“**Intellectual Property Rights**”) of the Supplier or any third party and do not infringe any third party's Intellectual Property Rights. The Supplier shall inform the Purchaser immediately if the Goods contain its own or third party Intellectual Property Rights and shall provide the Purchaser with an exhaustive list setting them out.

供应商有责任保证货物不受供应商或任何第三方的任何专利、工业品外观设计、商标、商业秘密等（下称“知识产权”）的制约且不侵犯任何第三方的知识产权。如货物包含供应商自身的或任何第三方的知识产权，供应商应立即通知采购方并向采购方提交一份详尽的清单

2. The Supplier shall fully indemnify the Purchaser against any infringement or alleged infringement of Intellectual Property Rights of third parties with respect to the Goods or (where the Supplier has been notified of the intended use of the Goods) any goods with which the Goods are combined. The Supplier undertakes to join at the Purchaser's request any legal proceedings brought against the Purchaser, or to conduct the proceedings in the Purchaser's place at its own expense and/or to assume the costs and compensation arising from the proceedings limiting the right of use of the Intellectual Property Rights.

对于货物或（在供应商已得知货物预期用途的情况下）或用于组装该货物的任何其他货物，供应商将全面保障采购方的利益，使采购方免受因该等货物侵犯知识产权或第三方诉称该等货物侵犯其知识产权而造成的影响。供应商承诺会按照采购方的要求，参与他方对采购方提出的任何法律诉讼，或自费赴采购方所在地参加诉讼及/或承担因裁定他方有权限制知识产权的使用的诉讼而产生的费用及赔偿。供应商承认采购方或采购方的客户对提供给供应商的工具、文件和信息可能享有有价值的知识产权。供应商仅可将采购方的知识产权用于生产并向采购方供应货物。未经采购方事先书面批准，供应商无权将采购方的知识产权用于任何其他用途。

3. The Supplier acknowledges that the Purchaser or the Purchaser's customers may have valuable Intellectual Property Rights in tools, documents and information provided to the Supplier. The Supplier may use Intellectual Property Rights of the Purchaser or the Purchaser's customers only in the production and supply of the Goods to the Purchaser. Any further use requires the prior written approval of the Purchaser.

供应商承认，采购方或采购方的客户可能对提供给供应商的工具、文件和信息拥有宝贵的知识产权。供应商只能在向采购方生产和供应货物的过程中使用采购方或采购方客户的知识产权。任何进一步使用都需要事先获得采购方的书面批准。

4. The Supplier agrees not to assert any claim against the Purchaser, or third party recipients designated by the Purchaser, with respect to any technical information which the Supplier shall have disclosed or may hereafter be disclosed by the Supplier in connection with the Goods covered by the Contract. The Supplier shall furnish to the Purchaser, or any other party designated by the Purchaser, all information and data the Supplier acquires or develops in the course of the Supplier's activities under the Contract without restrictions on use, exploitation and/or disclosure.

对于供应商应向采购方披露的或随后可能向采购方披露的与本合同中规定的货物或服务相关的任何技术信息，供应商同意不对采购方或采购方指定的第三方接收方主张任何权利要求。供应商应向采购方或采购方指定的任何其他方提供其在开展合同文件中规定的供应商活动过程中获得的或开发的所有信息和数据资料，这些信息和数据资料不受任何使用、开发或披露限制。

5. The Supplier agrees to, and hereby does, as far as permitted by applicable law, assign its entire right, title and interest in all Intellectual Property Rights to the Purchaser, including, but not limited to, all writings, designs, mask works, software, inventions, improvements and discoveries, conceived or made by all employees and agents of the Supplier in connection with their provision of the Goods under the Contract, except as otherwise agreed in writing by the Supplier and the Purchaser. The Supplier further agrees to do all lawful acts and sign all assignments and other papers the Purchaser deems necessary, appropriate or advisable relating to applications for patents, mask works, registrations, trademarks, and copyrights related to the improvements, or relating to the conduct of any interference, litigation or other controversy in connection therewith, provided that all expenses incident to the filing of such applications, the prosecution thereof and the conduct of any interference, litigation or other controversy, including the Supplier's employees' time and travel expenses incurred in connection with such applications, shall be borne by the Purchaser. The Supplier further agrees not to assert any Intellectual Property Rights against the Purchaser in relation to the Purchaser's use of any improvements in connection with the Supplier's performance under the Contract, and grants a royalty free, irrevocable, non-exclusive, worldwide license to any Intellectual Property Rights in the Goods provided that the Purchaser's use is limited to the Purchaser to use, operate and maintain the Goods supplied under the Contract.

供应商同意并在适用法律、法规允许的情况下将其在所有知识产权中所享有的完整权利、所有权及权益转让给采购方，包括但不限于由供应商的所有员工和代理人构思或完成的与本合同项下服务或货物的提供相关的所有作品、外观设计、掩膜作品、软件、发明、改进成果和发现，但供应商和采购方另有书面约定的情况除外。供应商进一步同意完全遵照法律、法规执行并同意签署采购方认为有必要的、恰当的或合理的、与专利、掩膜作品、注册登记、商标和改进成果相关版权的申请有关的、或与实施与之相关的任何干预措施、提起相关诉讼或处理其他相关纠纷有关的所有转让文件及其他文件，但此类申请的提交、相关起诉以及任何干预措施的实施、诉讼或其他相关纠纷的处理所附带的一切费用，包括供应商员工所花费的相关时间以及供应商与此类申请相关的差旅费等，均应由采购方承担。关于采购方使用与供应商依据本合同所开展的工作相关的任何改进成果，供应商进一步同意不对采购方主张任何知识产权，并向采购方免费授予一项全球范围内、不可撤销的、非排他性使用许可，准许采购方使用货物所含的任何版权，但采购方只能使用、操作和维护本合同项下所提供的货物。

XV. CONFIDENTIALITY

保密条款

1. The Supplier and the Purchaser each commit themselves to treat the Contract and all Contract Documents as business secrets and to keep confidential all commercial, technical and other information of each other, which comes to their knowledge during the course of their business relationship.

供应商与采购方各自承诺，将本合同及所有合同文件视为商业机密，并承诺对双方业务合作期间知悉的另一方的所有商业，技术信息保密和其他信息保密。

2. Drawings, models, patterns, samples and similar objects shall not be reproduced, disclosed or otherwise be made available to third parties without the written consent of the party, which owns them. Consent shall be deemed given by the Supplier for disclosure to Purchaser's customers on a need-to-know basis.

未经所有方书面同意，不得复制或向第三方披露或以其他方式向第三方提供所有方的图纸、模型、图样、样品和类似物品。应视为供应商已同意在需要了解的基础上采购方向采购方的客户披露供应商的相关信息。

3. The obligation to maintain confidentiality does not apply to information which

- is already or has become publicly accessible through no fault of the receiving party,
- is disclosed to the receiving party by a third party without any obligation towards the disclosing party,
- was already demonstrably known to the receiving party at the time of receipt, or
- has individually been developed by the receiving party, demonstrably without the use of the information received from the disclosing party.

保密义务不适用于以下信息

- 非因接收方的过错而已经或已经公开，
- 由第三方向接收方披露，而不对披露方承担任何义务，
- 接收方在收到时已明确知晓，或
- 由接收方单独开发，明显未使用披露方提供的信息。

4. The receiving party may disclose confidential information as may be required by law, court order or any governmental or regulatory authority or pursuant to rules of any listing authority or stock exchange on which its shares, or those of its Affiliates, are listed or traded, subject to informing the disclosing party prior to the disclosure, to the extent possible and permitted, and allowing the disclosing party to limit the disclosure of its confidential information, if legally possible.

接收方可根据法律、法院命令或任何政府或监管机构的要求，或根据其股票或其附属公司股票上市或交易的任何上市机构或证券交易所的规则，披露保密信息，但须在披露前尽可能和允许地通知披露方，并允许披露方在法律可能的情况下限制其保密信息的披露。

5. The Supplier may use the established business relationship for advertising purposes only after having obtained the Purchaser's previous written consent.

未经采购方事先书面同意，供应商无权利用与采购方建立的业务关系进行广告宣传。

6. The Supplier ensures that any Sub-Suppliers commit themselves to confidentiality on terms similar to those set out in this clause. The Supplier will be responsible for any breach of such obligation by its Sub-Suppliers as if it was its own.

供应商确保任何二级供应商承诺按照与本条规定类似的条款进行保密。供应商的二级供应商的任何违反此类义务的行为视为供应商违反此类义务，由供应商承担责任。

7. Disclosure by the Purchaser to its Affiliates, tax authorities, external legal counsels or certified accountants shall not be considered as a breach of the confidentiality obligation.

采购方向其关联公司、税务机关、外部法律顾问或注册会计师披露的信息不应被视为违反保密义务。

8. The Supplier shall use any confidential information belonging to the Purchaser solely for the purpose of the supply of the Goods to the Purchaser.

供应商仅能将属于采购方的任何保密信息用于向采购方供应货物。

9. Should separate non-disclosure agreement in connection with the Goods been entered into, such agreement shall apply as a supplement to the terms of the Contract. In case of discrepancies between the Contract and the separate non-disclosure agreement, the separate non-disclosure agreement shall apply.

如果已签订与货物有关的单独保密协议，该协议应作为合同条款的补充。如果合同与单独的保密协议不一致，应适用单独的保密约定。

XVI. DATA PROTECTION

数据保护

1. The Parties may exchange personal data such as names, phone numbers, e-mail addresses and other personal related information in the course of their contractual relationship. In such case, both Parties shall use such personal data in accordance with the applicable data protection laws and regulations, in particular, but without limitation, Personal Information Protection Law of the People's Republic of China and ensure that no unauthorized third parties will have access to such personal data without the consent of the affected individuals or based on another legal reason to process such data.

双方可以在其合同关系过程中交换个人数据，如姓名、电话号码、电子邮件地址和其他个人相关信息。在这种情况下，双方应根据适用的数据保护法律法规，特别是（但不限于）中华人民共和国个人信息保护法使用此类个人数据，并确保未经受影响的个人同意或基于其他法律原因处理此类数据，未经授权的第三方不得访问此类个人数据。

2. The Parties shall keep personal data of the other party strictly confidential and process such data solely for contractual purposes. The party that processes personal data is responsible for the lawfulness of its processing as well as for ensuring the rights of the data subjects.

双方应对另一方的个人数据严格保密，并仅出于合同目的处理此类数据。处理个人数据的一方负责其处理的合法性以及确保数据主体的权利。

XVII. CYBER SECURITY

网络安全

1. The Supplier shall implement and maintain state-of-the-art cybersecurity measures to safeguard and protect all data, information, including without limitation, personal information, and systems involved in the provision of the Goods to the Purchaser. The term “**state-of-the-art cybersecurity measures**” shall include, but is not limited to, encryption protocols, firewalls, intrusion detection, penetration and vulnerability testing and prevention systems, conducting regular security audits and training, and any other industry-standard practices to prevent unauthorized access, disclosure, alteration, and destruction of information. Relevant documentation or certifications available providing evidence of the above will be provided upon request.

供应商应实施并保持最先进的网络安全措施，以保护所有数据、信息，包括但不限于向采购方提供货物所涉及的个人信息和系统。术语“最先进的网络安全措施”应包括但不限于加密协议、防火墙、入侵检测、渗透和漏洞测试和预防系统、定期进行安全审计和培训，以及防止未经授权访问、披露、更改和破坏信息的任何其他行业标准做法。应采购方要求，供应商应为上述措施提供相关文件或证书等证据。

2. The Supplier shall use all reasonable endeavors to ensure that also its Sub-Suppliers implement and maintain state-of-the-art cybersecurity measures as set out above.

供应商应尽一切合理努力确保其二级供应商实施并保持上述最先进的网络安全措施。

3. The Supplier shall notify Autoneum immediately in writing in case of any actual or suspected cyber security incident having a (potential) impact on Supplier's capacity to comply with its contractual obligations and/or (potentially) affecting Purchaser's data, information or systems, providing all relevant details of the incident.

如果任何实际或疑似网络安全事件对供应商履行合同义务的能力产生（潜在）影响和/或（潜在）对采购方的数据、信息或系统产生影响，供应商应立即书面通知欧拓，并提供与该安全事件相关的所有细节。

4. The Supplier shall indemnify and hold harmless Autoneum from any damages and/or losses suffered as a result of any cyber security incident attributable to the Supplier. Supplier is recommended to take out reasonable insurance to cover cyber security risks.

供应商应向欧拓赔偿因供应商的任何网络安全事件而使欧拓遭受的任何损害和/或损失，并使其免受损害。建议供应商购买合理的保险以涵盖网络安全风险。

XVIII. FORCE MAJEURE / BUSINESS CONTINUITY PLAN

不可抗力/业务持续性计划

1. Either of the Parties may suspend performance of an Order during the occurrence of an event of force majeure, which shall be limited to epidemics or pandemics (both only to the extent a party was actually and demonstrably prevented by law or governmental instruction to execute the obligations under the Contract), military mobilization, riot, act of terrorism, war, armed conflict, damage to production facilities caused by natural disaster or embargoes.

在不可抗力事件发生期间，任何一方均可暂停履行订单，不可抗力应仅限于瘟疫或大流行病（仅在一方因履行合同义务而受到法律或政府指示实际和明显阻止的情况下）、军事动员、暴乱、恐怖主义行为、战争、武装冲突、自然灾害或禁运造成的生产设施损坏。

2. Not as event of force majeure shall be considered (a) any non-performance caused by Supplier's financial difficulties, (b) change of credit lines or other financing conditions by financial institution of the Supplier, (c) a change in costs or availability of materials and components based on market condition or Sub-Supplier actions affecting the Supplier, (d) any cyber security incidents, or (e) any strike or any labor disruption applicable to the Supplier or to any of its Sub-Suppliers.

以下情况均不视为不可抗力事件：（1）供应商财务困难导致无法履行采购订单；（2）金融机构调整了供应商的信贷额度或改变了供应商的其他融资条件；（3）根据市场状况材料和部件成本或可用性发生变化或由于对供应商有影响的二级供应商行为；（4）任何网络安全事件；或（5）供应商或其任何二级供应商出现任何罢工或停工情况。

3. During any period of force majeure, the Purchaser shall be entitled without any obligation to the Supplier to revoke the Order and/or to reduce the quantities of the Goods set forth in the Order or delivery call-ups thereunder and to obtain such Goods from other sources.

在任何不可抗力持续期间，采购方有权撤销订单和/或减少订单中规定的货物数量或订单下的交货要求，并从其他来源获得此类货物，而无需对供应商承担任何义务。

4. In the event that the Supplier discovers any fact which may, or could result in an excusable delay as defined hereunder, the Supplier will immediately advise the Purchaser of such facts and use its best endeavors to take all measures and precaution to mitigate and to reduce any adverse effect of the excusable delay.

如供应商发现任何会或可能会导致本合同项下规定的合理的延误的情况，供应商将立即告知采购方并尽最大努力采取一切措施和预防方法，削弱并减轻此类合理的延误事件所产生的任何不利影响。

5. Each Party will itself bear the costs it incurs as the result of an event of force majeure.

由各方自行承担其因不可抗力事件所产生的相关费用。

6. The Supplier shall establish, implement and maintain, at its own costs, a comprehensive business continuity plan to ensure the uninterrupted and timely delivery of Goods to the Purchaser in the event of any unforeseen circumstances that may disrupt normal business operation, including, but not limited to events of force majeure. This business continuity plan shall identify and address potential threats and vulnerabilities with regard to Supplier's ability to deliver the Goods in accordance with the Contract and establish procedures, e.g. but without limitation dual sourcing for critical materials or components, alternative methods of delivery, etc. to address and mitigate such risks. The Supplier will provide the Purchaser with its business continuity plan upon request.

供应商应自费制定、实施和维护全面的业务持续性计划，以确保在发生任何可能干扰正常业务运营的不可预见情况（包括但不限于不可抗力事件）时，能够不间断、及时地向采购方交付货物。本业务连续性计划应识别和解决供应商根据合同交付货物的能力方面的潜在威胁和漏洞，并制定程序，例如但不限于关键材料或组件的双重采购来源、替代交付方法等，以解决和减轻此类风险。供应商将根据要求向采购方提供其业务持续性计划。

XIX. REPORTS

报告

1. If requested by the Purchaser, the Supplier will provide to the Purchaser the most recent financial reports for itself and for any of its related companies involved in manufacturing, supplying or financing the Goods or any component parts of the Goods. Financial reports include income statements, balance sheets, cash flow statements and supporting data. The Purchaser may use financial reports provided under this clause only to assess the Supplier's ongoing ability to perform its obligations under the Order and for no other purpose, unless the Supplier agrees otherwise in writing. The confidentiality obligation will apply to such financial reports.

如采购方提出要求，供应商将向采购方提交其自身的或其参与货物或货物的任何组成部件的生产、供货或负责相关筹资的任何相关公司的最近的财务报告。财务报告包括利润表、资产负债表、现金流量表及有关证明资料。采购方只能将供应商依据本条提供的财务报告用于评估供应商持续履行订单项下义务的能力，除非供应商另行书面同意，否则采购方不得将此类财务报告用于任何其他目的。保密义务应适用于财务报告。

2. If requested by the Purchaser, the Supplier shall provide to the Purchaser all reports required for EC Regulation No. 1907/2006 (REACH) and /or all applicable similar regulations and/or codes of practice relating thereto, as amended and replaced from time to time.

如采购方提出要求，供应商应按照 EC 法规 1907/2006 REACH 及/或所有适用的类似法规和/或与之相关的实践准则所需的所有报告，并随时进行修订和替换。

3. The Supplier agrees to submit a completed and correct Conflict Mineral Report (template can be found at <http://www.conflictreesourcing.org/conflict-minerals-reporting-template/>) at least on a yearly basis, and at any time upon request by the Purchaser, in compliance with Purchaser's customers' requirements. The submission should be performed on the Supplier Portal (use link to the Compliance Data Exchange (CDX) system, the use of which is free of charge).

为符合采购方客户的要求，在采购方要求的任何时候，供应商同意应至少每年提交一份完整且正确的冲突矿产报告（模板可在以下网站下载 <http://www.conflictreesourcing.org/conflict-minerals-reporting-template/>）。提交应在供应商门户网站上进行（使用合规数据交换（CDX）系统的链接，该系统的使用是免费的）。

4. If requested by the Purchaser, the Supplier agrees to support the Purchaser, free of charge, in any additional reporting obligations, especially, but without limitation, related to sustainability, supply chain, child labor and other ESG topics.

如果采购方提出要求，供应商同意免费支持采购方履行任何额外的报告义务，特别是但不限于与可持续性、供应链、童工和其他 ESG 主题有关的义务。

XX. GENERAL PROVISIONS

一般规定

1. Changes and amendments to these Terms and Conditions, the Contract, the Contract Documents or any other related agreements and legally relevant declarations by the Parties are binding only if made in writing or in the form set forth herein. This also applies to any agreement to waive the requirements for observance of the written form.

双方对本条款与条件，合同，合同文件或任何其他相关协议及相关合法声明实施的任何修改和修订，仅在以书面形式或本条款与条件中规定的形式修改和修订后才能产生约束效力。如任何一方同意放弃采用以书面形式实施修改和修订之要求，亦适用此规定。

2. Should one of the provisions of these Terms and Conditions, the Contract or of any additional stipulations agreed upon be or become invalid, illegal, or unenforceable, then the validity of the remaining part of these Terms and Conditions, the Contract or of any additional stipulations agreed shall not be affected thereby. The Parties are committed to replace such provision by another - with respect to the commercial effect - equivalent provision, in so far as this is possible.

如果本条款和条件、合同或商定的任何附加规定中的任何一项无效、非法或不可执行，则本条款和条款、合同或任何商定的附加规定的其余部分的有效性不受影响。双方应尽可能地用商业效力与无效规定相等同的另一条规定替代该无效规定。

3. Every right and remedy of the Purchaser provided in the Contract shall be cumulative and in addition to any other right and remedies available by applicable law.

合同中规定的采购方的各项权利与救济即为采购方能同时享有的累计权利和救济，并作为采购方依据适用法律所享有的其他权利和救济的补充。

4. Failure or delay by the Purchaser in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract. Any waiver by the Purchaser of any breach of, or any default under, any provision of the Contract by the Supplier will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

即使采购方未执行或延迟执行合同中任何一条规定的全部或部分，也不得视为采购方已放弃其在合同下的任何权利。即使采购方放弃追究供应商对合同中任何规定的任何违反或违约行为，也不得视为采购方已放弃追究供应商后续的任何违规或违约行为，且不会以任何方式影响合同的其他条款。

XXI. ORDINARY TERMINATION

普通终止

1. In addition to any other rights of the Purchaser to terminate the Order/Contract, the Purchaser may, at its sole discretion, upon thirty (30) calendar days prior written notice to the Supplier or, if applicable, such shorter period as may be required by the Purchaser's customer, terminate any Order/Contract for any reason, in whole or in part at any time, and notwithstanding the existence of any excusable delay or other events or circumstances affecting the Supplier. The Supplier is not permitted to terminate any Order/Contract for convenience, except as otherwise expressly provided in the Order/Contract.

除了采购方所享有的终止订单及/或合同的任何其他权利，即使存在任何合理的延迟情况或对供应商有影响的其他事件或情形，采购方亦可提前三十（30）个日历日或按照采购方客户的要求在更短期限内书面通知供应商，自行酌情决定在任何时候因故全部或部分终止订单及/或合同。除非采购订单中另有明确规定，否则供应商不得终止采购订单。

2. Upon receipt of notice of termination from the Purchaser, the Supplier shall, to the extent directed by the Purchaser or its representatives: (1) immediately stop the work under the Order/Contract and any other orders related to work terminated by such notice; and (2) protect all property in the Supplier's possession or control, in which the Purchaser has or may acquire an interest, including but not limited to Manufacturing Devices used in the manufacturing of the Goods owned by the Purchaser or the Supplier and/or any other property of the Purchaser.

收到采购方的终止通知后，供应商应按照采购方或采购方代表的指示：（1）立即停止订单/合同以及与该通知中所终止的工作相关的任何其他订单项下的工作；及（2）保护归供应商所有或由其控制的、采购方在其中拥有或可获得某种利益的所有财产，包括但不限于用于制造采购方或供应商拥有的货物和/或采购方的任何其他财产的生产设备。

3. The Purchaser will pay to the Supplier only the following amounts, without duplication: (i) the price set out in the Order/Contract for all Goods actually delivered or performed and accepted by the Purchaser and not previously paid for; and (ii) the actual costs of work-in-process and raw materials incurred by Supplier in furnishing the Goods under an Order/Contract until the receipt of the notice of termination (limited to the agreed firm or trade-off zone if defined in an applicable LDS), to the extent such costs are reasonable in amount, are properly allocated or apportioned under generally accepted accounting principles to the terminated portion of the Order/Contract and cannot otherwise be used or adapted by the Supplier for other needs or be assigned another purpose.

采购方将仅向供应商支付以下金额（不得重复计费）：（i）订单/合同中规定的采购方实际交付或履行和接受的但此前未付过款的货物及服务的价款；以及（ii）在收到终止通知之前，供应商在订单/合同项下提供货物过程中产生的在产品和原材料的实际成本（如果适用的 LDS 中有定义，则仅限于约定的固定或可协调区域），在此类成本金额合理的范围内，根据公认会计原则适当分配或分摊到订单/合同的终止部分，并且供应商不能将其用于其他需求或调整为其其他目的。

4. The Purchaser shall not be liable for and shall not be required to make payments to the Supplier, directly or indirectly (whether on account of claims by the Supplier's Sub-Suppliers or otherwise), for any loss arising from or attributable to failure to realize anticipated revenue, savings or profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation cost or general and administrative burden charges arising from a termination of the Order/Contract. In the event of a termination of the Order/Contract by the Purchaser as a result of the Purchaser ceasing to be a supplier to the Purchaser's customer for the vehicle program in respect of which the Purchaser issued the Order/Contract, the Supplier shall be compensated only for the costs under this paragraph if, when and to the extent that the Purchaser's customer reimburses the Purchaser for such costs.

如因订单终止导致未能实现的预计收入、存款或利润、未分配的间接费用、索偿利息、产品开发设计成本、设施及设备重新安置成本或租赁费、未摊销折旧成本、或一般及行政管理费用，无论是由于供应商的分包商或任何其他方提出索赔的缘故，供应商均无权要求采购方承担由此产生的任何直接或间接损失。如采购方因不再向与其所下订单相关的车辆项目的客户供货而终止订单，则只有在采购方客户向采购方赔偿本款项下各项费用的前提下，供应商方能获赔本条款项下的此类费用。

XXII. EXTRAORDINARY TERMINATION

特殊终止

1. If the Supplier is in serious breach of its contractual obligations under the Contract (including, for the sake of clarity and by way of example, without limitation, non-compliance with delivery dates, non-compliance of the Goods with criteria as defined anywhere in the Contract, non-achievement of contractual quantitative and/or qualitative performances, repudiation of an Order) or ceases to conduct its operations in the normal course of business or if any proceedings under the bankruptcy or insolvency laws of the jurisdiction in which it carries on business are brought against the Supplier, or a receiver for the Supplier is appointed or applied for an assignment for the benefit of creditors of the Supplier, the Purchaser may terminate the Order/Contract immediately without notice and without any liability.

如供应商严重违反本合同项下的相关义务（仅为澄清之目的而举例，包括但不限于不遵守交货日期、货物不符合合同中规定的标准、未实现合同的数量和/或质量性能、拒绝订单），或已停止其正常经营活动，或已按照供应商经营所在地的破产法或破产保护法对供应商提出破产或破产保护申请，或已为供应商指定接管人，或供应商出于债权人的利益已申请转让供应商财产，则采购方无需通知供应商，即有权立刻无责终止订单和/或合同。

2. The Supplier shall notify the Purchaser in writing, if (1) a sale or an exchange in the controlling interests in the shares of the Supplier has occurred or if (2) a substantial portion of the Supplier assets used for the production of the Goods are sold, leased or otherwise transferred to a third party (“**Change of Control**”) within five (5) calendar days after the Change of Control has become effective. The Purchaser shall have the right within thirty (30) calendar days from the written notification of the Supplier to terminate any Order and/or the Contract in effect in writing with a notice period of thirty (30) calendar days.

如果供应商的控股权已出售或已交易，或供应商用于生产货物的相当一部分资产已出售、租赁或以其他方式转让给第三方（下称“控制权变更”），则供应商应在该控制权变更生效后的五（5）个工作日内书面通知采购方。采购方应有权在书面通知供应商后的 30 天内以书面形式终止已生效的订单及/或合同，通知期为三十（30）天。

XXIII. CONSEQUENCES OF TERMINATION

终止的后果

1. In case of termination, for any reason whatsoever, the Supplier shall promptly, upon Purchaser's request: (a) return to the Purchaser all of Purchaser's property that the Purchaser had supplied to it or its Affiliate in connection with the supply of the Goods, (b) return to the Purchaser all documents and materials (and any copies) containing Purchaser's confidential information, (c) erase all of Purchaser's confidential information from its computer systems (to the extent possible), (d) provide any transition services under the conditions agreed by the Supplier and Purchaser and/or, upon request, provide the Goods for an extended time period after termination until transfer to another supplier has been ensured, (e) provide, in complete and most-updated version, any information or documents relating to the Goods as remained in the possession or control of the Supplier, which are necessary to Purchaser to exercise its

rights under the Contract, and (f) on request, certify in writing to the Purchaser that it has complied with the requirements of this paragraph, obligations (a) to (c) and (e).

在因任何原因终止合同的情况下，供应商应在采购方的要求下立即：（a）将采购方向其或其关联公司提供的与货物供应有关的所有采购方财产退还给采购方，（b）将包含采购方保密信息的所有文件和材料（及任何副本）退还给采购方；（c）从其计算机系统中删除所有采购方保密信息（尽可能）；（d）在供应商和采购方同意的条件下提供任何过渡服务，和/或应要求，在终止后延长提供货物的期限，直到确保供货义务已完全转移至另一个供应商；（e）以完整和最新的版本提供采购方行使合同项下权利所需的、由供应商持有或控制的与货物有关的任何信息或文件，以及（f）应要求，以书面形式向采购方证明其已遵守本条的要求即本条（a）至（c）和（e）项下的义务。

2. Any terms included in these Terms and Conditions or any other Contract Documents that survive by their nature the termination of the Order/Contract shall remain in full force and effect after termination.

订单/合同终止后，本条款与条件中的任何因其性质应为有效的条款仍应完全有效。

XIV. PLACE OF JURISDICTION AND APPLICABLE LAW

管辖地及适用法律

1. These Terms and Conditions, any Contract Documents, the Contract and the contractual relationship of the Parties is governed exclusively by the substantive law of the country, in which the legal domicile of the Purchaser is located, excluding any conflict of law provisions and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

本条款和条件、任何合同文件、合同以及双方的合同关系仅受采购方法定住所所在国的实体法管辖，排除任何法律冲突条款及《联合国国际货物销售合同公约》（CISG）的适用。

2. The exclusive venue for all legal disputes arising either directly or indirectly out of the Contract or any of the Contract Documents shall be the competent court located at the legal domicile of the Purchaser.

因合同或任何合同文件直接或间接引起的所有法律纠纷的专属审理地应为采购方法定住所所在的主管法院。

3. The Purchaser further has the unilateral right to take legal action against the Supplier at any court having jurisdiction over the registered office or branch office of the Supplier.

采购方还有权在对供应商注册的公司或分支机构具有管辖权的任何法院对供应商采取单方面法律行动。

4. Place of performance shall in any case be the legal domicile of the Purchaser.

在任何情况下，合同履行地点均应为采购方的合法住所地。