

GENERAL CONDITIONS OF PURCHASE

中国-通用采购条件

The following General Conditions of Purchase (“GCP”) are applicable to any request for information, quotations, acknowledgements, call of tenders, delivery schedule, call-offs, blanket orders, and/or to any purchase order (“Order”) placed by the customer (“Customer”) for products and/or services (“Supply”) with a supplier, service provider or subcontractor (“Supplier”). Supplier acknowledges and agrees that Customer: a) has not made any representations or warranties that Customer will purchase a minimum amount of Supply at any time from Supplier or that Customer will exclusively purchase the Supply from Supplier; b) has not in any circumstances a purchase obligation of the Supply through any blanket orders. Failure to acknowledge receipt of Order within 2 working days, Supplier’s commencement of work or performance constitutes acceptance of Order. Customer objects to any provisions appearing in, incorporated by, referenced in, or attached to Supplier’s quotations, acknowledgements, invoices or any other documents. The order of prevalence for the documents referring to the Supply shall be the following descending order of priority: 1) the Order, 2), if applicable any specific conditions and their appendices, 3) the present GCP.

以下通用采购条件 (“GCP”) 适用于任何信息索取、报价、确认、招标、交货时间表、分订单、总括订单和/或由客户因采购产品和/或服务 (“供货”) 向供应商、服务提供商或分包商 (“供应商”) 所下的任何采购订单 (“订单”)。供应商承认并同意, 客户: 1) 未陈述或保证其在任何时间从供应商处采购最低数量的供货, 也未陈述或保证其将从供应商处独家采购供货; 2) 在任何情况下都没有通过总括订单采购供货的义务。供应商未在 2 个工作日内确认收到订单, 其开始工作或履约的, 构成对订单的接受。客户反对在供应商的报价单、确认函、发票或其他任何单据中出现、纳入、引用、或附加的任何条款。供货所涉及的文件, 其效力应依据以下顺序递减: 1) 订单, 2) (如适用) 任何具体条件和附录, 3) 本 GCP。

1. Form of Orders

订单形式

Any Order shall be binding only if made in writing and released by Customer’s authorized persons. Customer may provide that commercial transactions with Supplier for the purchase of the Supply shall be performed in whole or in part by Electronic Data Interchange (EDI) or any other means. The parties waive to challenge the validity and the appropriateness of an electronic Order form. When a transaction is performed through electronic means, both parties are deemed to act in full knowledge of the technical specifications aimed at ensuring the identification, integrity and generally the security of correspondence between them. In particular, an electronic Order and subsequent electronic notice of acceptance thereof by Supplier shall constitute an electronic signature which, as between the parties, shall have the same effect as a handwritten signature and shall also constitute proof of the Order and of its acceptance by Supplier.

任何订单只有在以其以书面形式制作且由客户授权的人士发布才具有约束力。客户可规定因采购供货与供应商进行的商业交易应全部或部分通过电子数据交换系统 (EDI) 或其他手段履行。双方放弃质疑电子订单表格的有效性和适当性的权利。当交易通过电子手段履行的, 双方应被视为在充分了解技术规格的情形下行事, 旨在确保双方之间通信的识别性、完整性和常规安全性。特别是, 电子订单和其后供应商发出的接受订单的电子通知应构成电子签名, 该签名在双方之间具有和手写签名同等的效力, 构成订单及供应商接受订单的证据。

2. Price

价格

2.1 Unless otherwise specified in Order, the prices are firm, fix and not be subject to any revision. These prices shall include, but not be limited to, all costs incurred in connection with manufacturing,

packing, loading, storage and transport and unloading of the Supply. These prices are expressed in CNY currency and inclusive of any taxes, duties and tariffs but exclude VAT or any equivalent tax. Supplier shall offer to Customer the best and competitive prices of the Supply. In the event that Customer observes that the prices for the Supply set in Order are higher than the market terms for the Supply of comparable quantity and quality, the parties shall in good faith agree on a renegotiation of the prices to the extent to reach same or equivalent market prices. In case the parties fail to reach an agreement, Customer shall be entitled to terminate Orders as per the provisions set out in article Termination hereinafter.

除非订单另有规定, 价格是确定、固定的且不得修改。该等价格包括但不限于与供货的生产、包装、装载、储存、运输和卸载有关而产生的所有费用。该等价格用人民币表示且包括所有税收、关税但不包括增值税或任何同性质税收。供应商应向客户提供最好且最具竞争力的供货价格。一旦客户注意到订单确定的供货价格比市场上同等数量和质量的供货价格高的, 双方应善意重新协商价格直至达成和市场价格相同或等同的价格。若双方未能达成协议, 客户有权根据下文的终止条款终止订单。

2.2 Unless otherwise specified in Order, payments shall be made at the end of the month following a 45 days period from the date of issue of the invoice subject to compliance by Supplier of the terms and conditions of Order. Payment shall be made in the manner provided for in Order. In the event Customer disputes all or part of an invoice or a Supply, the obligation to pay the associated amount in dispute shall be suspended.

除非订单另有规定, 在供应商遵守订单条款条件的情况下, 客户应在发票开出之日起 45 天后的当月月底支付。付款方应以订单规定的方式进行支付。如客户对发票或供货的全部或部分有异议的, 有权暂停支付相关异议金额。

2.3 In the event of late payment by Customer attributable to Customer, the late payment penalties to be applied by Supplier is limited a rate equivalent to the loan benchmark interest rate applied by financial institutions for loan no more than 1 year, as issued by the People’s Republic of China and applicable on the first day of late payment.

如因可客户自身原因导致逾期付款, 供应商有权要求逾期付款罚金, 罚金利率限定为相当于中国人民银行发布的不超过一年期的贷款所对应的金融机构贷款基准利率, 自逾期付款第一天开始执行。

2.4 Unless otherwise specified, Supplier warrants the prompt availability of the Supply and all replacement and spare parts for a minimum period of 15 years from the date of Order. Unless otherwise agreed by Customer, the price for replacement or spare parts shall not be subject to any revision. After a first period of 5 years from the end of the related serial production, Customer may accept that the price for the replacement or spare parts may be amended or updated. Such price revision shall be made upon mutual agreement between the parties.

除非另有规定, 供应商保证自订单之日起至少 15 年内及时提供所有供货及其替代品和备件。除非客户另行同意, 替代品和备件的价格不得修改。相关系列生产结束后的首个 5 年期过后, 客户可接受对替代品或备件的价格进行修改或更新。该等价格的修改须经双方一致同意后作出。

3. Delivery-Packaging-Labeling-Acceptance of the Supply

供货的交付-包装-标签-接受

COMPLIANCE WITH DEADLINES, DELIVERY TIMES AND QUANTITY IS AN ESSENTIAL CONDITION.

遵守最后期限、交付时间和数量是至关重要的条件。

3.1 All deliveries shall be performed in accordance with the Incoterms® 2010 of the International Chamber of Commerce (“ICC”).

Should Order be silent on the terms and conditions of delivery, all deliveries shall be made "Delivered Duty Paid - named place of destination" (DDP), in accordance with the ICC Incoterms® 2010, at the place of delivery agreed, during working days and normal working hours. The place of delivery shall be that set out in Order. In the event of domestic deliveries, unless otherwise agreed between the Parties, Orders provisions shall apply.

所有交付应根据国际商会（“ICC”）《国际贸易术语解释通则 2010》履行。若订单未提及交付条款条件的，所有交付应以 ICC《国际贸易术语解释通则 2010》“完税后交付-指定目的地”

（DDP）方式在约定的交付地点于工作日的正常工作时间交付。交付地点应为订单中载明的交付地。除非双方另有约定，国内交付的，应适用订单条款。

3.2 Customer is entitled to change the place of delivery by notifying Supplier in writing of such change in advance of the expected date of dispatch of the Supply. Any partial delivery is subject to Customer's prior written consent.

在预期供货交付日之前，客户有权经书面通知供应商变更交付地点。任何部分交付应取得客户事先书面同意。

3.3 Supplier shall be responsible for packing the Supply in a way that shall be suitable for the means of transport used and in accordance with Customer's packing requirements. In all cases, the packing shall be adequate so as to prevent any damage to the Supply during transport, handling and storage at the place of delivery. The Supply shall be duly labelled and packed in an appropriate manner and the parcels marked by Supplier in compliance with Customer's packing requirements and all applicable statutory provisions and moreover as provided for in Order.

供应商应负责以适合运输的方式并根据客户的包装要求对供货进行包装。在任何情况下，包装应足以防止在运输、处理以及在交付地储存期间对供货造成任何损害。供货应以适当方式正式贴上标签并包装，且包裹应由供应商根据客户的包装要求和所有可适用的法律规定以及订单的规定进行标注。

3.4 Whenever failure to comply with deadlines, delivery times and quantity is foreseeable, Supplier shall inform Customer immediately in writing of extent of and reasons for the non-compliance. In case Supplier does not comply with the deadlines, delivery time (whether by early or late delivery) and quantity defined in Order and absent written acceptance by Customer of the new deadline, delivery time and quantity, Customer shall be entitled, at Supplier's risks and cost, to either return to Supplier the Supply or otherwise to store the same until it is taken back by Supplier.

无论何时供应商预计不能遵守最后期限、交付时间和数量的，其应立即书面通知客户该等不能遵守的程度和原因。若供应商没有遵守订单确定的最后期限、交付时间（无论是提前或延迟交付）和数量，且未能取得客户以书面形式作出的可接受的新的最后期限、交付时间和数量的，客户有权向供应商退回供货，或将该等供货储存直至其被供应商取回，相关风险和费用由供应商承担。

3.5 Customer may apply penalties amounting to 0.5 percent of the total Order price per day of delay up to 10 percent of the total price Order, except if Supplier is able to prove that it and/or they did not cause such delay. The payment by Supplier of these penalties shall not affect Customer's right to claim damages against Supplier, in addition to the refund of sums already paid by Customer for the Supply (if any), and/or to terminate all or any part of Order in accordance with the provisions of article Termination.

除非供应商可证明其未造成该等逾期交付，否则每逾期一天，客户可收取订单总价的 0.5% 的罚金直至达到订单总价的 10%。供应商对该等罚金的支付不影响客户向供应商主张损害赔偿的权利，要求退还客户已支付供货款项（如有）的权利，和/或根据终止条款终止所有或任何部分订单的权利。

4. Change **变更**

Customer reserves the right to modify any provisions of Order, at any time upon written notice to Supplier. Within 2 working days of such notice, Supplier shall indicate to Customer the unavoidable

consequences on prices/delivery times of such modifications with all justifying documentation. After this period of time, no claim or objection can be made by Supplier. Any modifications shall be reflected through an amendment to Order.

客户保留在任何时候经书面通知供应商对订单任何条款进行修改的权利。在该等通知发出的 2 个工作日内，供应商应向客户表明该等修改对价格/交付时间所造成的不可避免的后果并附带文件证明该等后果的正当性。2 个工作日过后，供应商不得提出任何主张或异议。任何修改应通过对订单的修改来体现。

5. Transfer of Title- Transfer of Risk **所有权转移-风险转移**

The transfer of title shall occur on delivery of Supply, except if all or part payment is made before the delivery date, in which case the transfer of title shall occur in advance as soon as the Supply can be identified. In the latter case, Supplier undertakes to identify the Supply by Customer's name and/or logo if any, as and when manufactured, in such a way that it cannot be confused with Supplier's own stock or with any other supplies to be delivered to third parties. Supplier shall ensure that its suppliers provide similar waiver. Supplier waives any right to rely on any title retention clause not expressly agreed by Customer. Supplier shall ensure that its own supplier's chain do the same. Risk of loss or damage to the Supply shall pass to Customer upon delivery at the agreed place of delivery.

所有权在供货交付时转移，但全部或部分付款在交付日前已支付的除外。在前述除外情况下，所有权在供货一旦能够被识别确定时即提前发生转移。在后一种情况下，供应商承诺，在供货完成生产时，供应商应通过客户的名称和/或标识（若有）来识别确定供货，使其不会和供应商自己的存货或其他将向第三方交付的货物混淆。供应商应确保其供应商作出类似的承诺。对于客户未明确同意的任何所有权保留条款，供应商不得主张任何权利。供应商应确保其供应链和其一样放弃该等权利。供货灭失或毁损的风险在约定的交付地点交付时转移至客户。

6. Quality **质量**

COMPLIANCE WITH CUSTOMER'S QUALITY REQUIREMENTS IS ONE OF UTMOST CUSTOMER'S EXPECTATIONS.

遵守客户的质量要求是客户的最重要期待之一。

Supplier represents that it complies with Customer's quality requirements and it has a quality management system in place. Supplier shall consult Customer before modifying its quality management system. Supplier shall implement all measures, including, without limitation, quality controls, necessary to ensure that the Supply is in conformity and free from defects. Supplier undertakes to promote continuous improvement in its quality management system and process. Upon written request from Customer, Supplier undertakes to provide to Customer all information necessary related to the quality controls performed in relation with the Supply.

供应商表示其遵守客户的质量要求，且实施质量管理体系。供应商在修改其质量管理体系前应与客户协商。供应商应执行所有必要措施，包括但不限于质量控制，以确保供货符合要求且无瑕疵。供应商承诺促进其质量管理体系和工艺的持续提升。应客户书面要求，供应商承诺向客户提供与供货有关的实施质量控制所需的一切信息。

7. Audits and Inspections **审核和检查**

7.1 Subject to Customer notifies 24hours in advance Supplier, Customer or its representatives (including the customers of Customer) shall be entitled to inspect Supplier's premises at any time during normal business hours to audit Supplier's processes, quality systems and certifications or any other investigation as may be necessary. In the event of such audits reveals that Supplier does not comply with Customer's quality requirements, Supplier shall, without delay and/or cost to Customer, take all appropriate remedial measures to achieve Customer's quality requirements.

在客户提前 24 小时通知供应商后，客户或其代表（包括客户的客户）有权在正常工作时间随时检查供应商的经营场所，以审核供应商的工序，质量体系和认证或其他必要的调查。若该等审核

显示供应商未能遵守客户的质量要求，供应商应立即（不得延迟且应自负费用）采取所有适当的补救措施以实现客户的质量控制要求。

7.2 It is expressly agreed by Supplier that Customer may but is not obliged to inspect or test the Supply. Any such audits or inspections conducted by Customer or its representatives shall not constitute acceptance of any Supply. These audits and inspections carried out by Customer including any payments made by Customer shall not reduce Supplier's liability in any way whatsoever and shall not affect Customer's right to claim damages and/or terminate Order.

供应商明确同意，客户可以但无义务对供货进行检查或测试。客户或其代表进行该等任何审核或检查不构成对任何供货的接受。客户实施该等审核和检查包括客户进行任何支付的行为，不影响客户主张损害赔偿的权利和/或终止订单的权利。

8. Warranty **保证**

8.1 In addition to any other warranty available to Customer, Supplier shall expressly warrants that the Supply shall be: (i) merchantable, safe and fit for Customer's purposes; (ii) free from any defect; (iii) new and highest quality; (iv) designed and manufactured as per the latest industry level knowledge; (v) in strict compliance with any specifications, samples, drawings, designs or other requirements approved and/or submitted by Customer and relevant standards; (vi) RoHS and REACH regulations compliant together with the packing thereof; (vii) free from defects in title without limit as to time. Supplier warrants that the Supply and the packing thereof shall not contain substances that endanger environment and human health as per any applicable regulation.

除客户可获取的其他保证之外，供应商还应明确保证供货：（1）是适销的、安全的并符合客户的目的；（2）无瑕疵；（3）全新且质量最佳；（4）根据最新行业水平知识设计和制造；（5）严格遵守客户批准的和/或提交的任何规格、样品、图纸、设计或其他要求以及相关标准；（6）符合 RoHS 和 REACH 规定并遵守其中的包装规定；（7）所有权无瑕疵且无时间限制。供应商保证，供货及其包装不得包含任何可适用规定所提及的危及环境和人体健康的物质。

8.2 In the case of Supply supplied for use as, or incorporation into, parts, components or systems for automotive vehicles or other finished products, the period for each of the foregoing warranties will commence upon delivery of the Supply to Customer and, end on the expiration date of the warranty Customer's customer grants to its end consumer for the vehicle or other finished product on which such parts, components or systems are installed. It is expressly agreed by the parties that the minimal warranties period shall not be shorter than 36 months from the receipt of the Supply, or longer if provided so by applicable laws. Any Goods that fails to meet any warranty requirement may, at Customer's sole option, be returned for a refund, repaired, replaced or re-performed at no cost to Customer. Customer may take all appropriate measures to remedy the same itself or through a third party at Supplier's cost and risks. In any event, Supplier shall bear all costs of any replacement and repair of the Supply, including but not limited to travel expenses costs of returning the Supply and any spare parts and labor associated therewith and will reimburse Customer for all losses, costs and damages caused by such non-conforming Supply. Such costs and damages may include costs and expenses and losses of Customer and/or its own customers arising from: (a) inspection, sorting, repair or replacement of any non-conforming Supply or any system or component that incorporates such non-conforming Supply; (b) production interruptions or slowdowns; (c) removal of vehicles or component systems from the manufacturing or assembly process; and (d) payments made to Customer's customers under any applicable warranty programs or policies.

如供货将作为车辆或其他成品的零部件、组件或系统使用或并入其中使用，上述任一保证的期限自供货交付客户之时开始，至客户的客户就安装该等零部件、组件或系统的车辆或其他成品向其最终消费者所提供的质保期届满时结束。双方明确同意质保期不得少于 36 个月，自收到供货时起算，如可适用法律规定更长期限的，则适用更长期限。对于不符合保证的任何供货，客户有权自主选择退货并退款、修理、更换或重新履行，由此产生的费用客户无需承担。客户可自行或通过第三方采取一切适当措施以进行救济，由此产生的费用和 risk 由供应商承担。在任何情况下，供应商应承担供货更换和维修所产生的所有费用，包括但不限于差旅费、供货退回费用和任何备件和相关劳动力费用，并赔偿客户因不符的供货所遭受的所有损失、成本和损害。该等成本和损害可包括客户和/或其客户因以下情况引起的成本、费用和损失：

(a)对不符的供货或其所含系统或组件进行检查、挑选、修理或更换；(b)生产中断或减速；(c)将车辆或组件系统从生产或组装流程中移除；及(d)在可适用质保程序或政策下向客户的客户付款。

9. Recall of Supply **供货的召回**

Without any limitation to Customer's other rights, if any Supply provided by Supplier fails to comply with Customer's warranties, quality, and safety requirements, whenever during or after warranty period, leading to a recall of any Supply including but not limited to the defective Supply, whether such recall be made by Customer or any other party, Supplier shall indemnify Customer against all actions, claim, damage incurred or arising as a consequence of any such recall. In unlimited customer other rights的情况下，无论发生在质保期期间还是在质保期过后，如供应商提供的供货未能遵守客户的保证、质量、安全要求而导致任何供货的召回，包括但不限于有瑕疵的供货，无论该等召回是客户或任何其他方作出的，供应商均应使客户免于遭受因任何该等召回而产生的或导致的所有诉讼、索赔、损害。

10. Insurance **保险**

Supplier shall take out and maintain, at its cost, sufficient insurance coverage from first class insurance company, to cover its obligations and liabilities under Orders such as public and product liability insurance and property damage insurance. Supplier shall produce insurance certificates evidencing compliance therewith on Order date and every subsequent year. Unless otherwise specified, the total amount of damage covered by the insurance policy shall not be less than the amount in Chinese currency equivalent to 1, 000, 000, 00 Euros.

供应商应自费用从一流的保险公司购买并保持足额保险，如公共和产品责任保险、财产损失保险，以足够支付其订单项下的义务和责任。供应商应出示保险证书，证明其在订单日以及其后的每一年遵守上述规定。除非另有规定，该保险单投保的总计损害赔偿金不得少于相当于一百万欧元整的中国货币。

11. Confidentiality-Intellectual Property Rights-Infringement- **保密-知识产权-侵权**

11.1 Supplier shall (i) keep confidential any and all information in connection with the request for quotations, performance of Order, whatever the subject (including, but not limited to, technical, industrial, financial, commercial), the nature and form of the said Customer's information (e.g. know-how, methods, processes, technical or installation details, whether written, oral, electronic or otherwise), (ii) not disclose any of them to any third party without Customer's prior written consent and (iii) promptly return them at Customer's request. This obligation of confidentiality shall subsist throughout the execution of Order and for 5 years from its expiration

or termination. The foregoing shall not apply if Customer's information is or becomes publicly available or is rightfully received by Supplier from a third party. Supplier shall not be entitled to use nor refer to the business names, trademarks or logos used or owned by Customer without its prior written consent.

供应商应 (1) 对与报价请求、订单履行有关的任何及所有信息予以保密, 无论该等客户信息的类型 (包括但不限于技术的、工业的、金融的、商业的)、性质和形式 (如专有技术、方法、过程、技术或安装细节, 无论是书面、口头、电子或其他形式的), (2) 未经客户事先书面同意, 不得将上述信息披露给任何第三方且 (3) 应按客户要求及时归还上述信息。本保密义务在整个订单执行过程中及自该订单期满或终止后的 5 年内持续有效。若客户信息目前可公开获取或今后可公开获取, 或供应商有正当权利从第三方接收该等客户信息的, 前述规定不得适用。未经客户事先书面同意, 供应商不得使用或引用客户所使用或拥有的商号、商标或标识。

11.2 Supplier shall assign and transfer to Customer, and warrants the assignment and transfer by its personnel, its suppliers (if any) and their personnel, of all intellectual property rights and know-how pertaining to any results generated by Supplier or its suppliers to meet Customer's requirements, including but not limited to plans, studies, models, designs and drawings, technical documentation, manuals and documents (hereinafter referred to as "Results"). The assignment and transfer shall be exclusive and shall include all rights to exploit such Results: the rights of (i) reproduction, representation, translation, adaptation and sale, on all media and for all forms of use and exploitation, (ii) making, offering, putting on the market, importing, exporting, stocking or using a product, a process or a product obtained directly by a process. This assignment and transfer shall be made for the whole duration of the intellectual property rights, for all countries and in all languages. The assignment and transfer of intellectual property rights shall occur as soon as such Results are created. If applicable, and in consideration for the remuneration included in the price specified in Order, Supplier grants to Customer, a perpetual, non-exclusive free of charge right to use (including to adapt) and sub license the use of any intellectual property rights or know-how owned or used by Supplier's in relation to the design, manufacture and/or sale of the Supply.

供应商应向客户转让和转移, 并保证其人员、其供应商 (若有) 及其供应商的人员向客户转让和转移供应商及其供应商为满足客户要求而创造的任何成果所涉及的所有知识产权和专有技术, 包括但不限于计划、研究、模型、设计和图纸、技术文件、手册和文档 (以下简称 "成果")。该转让和转移应是独家的, 并应包括利用该等成果的所有权利: (1) 在所有媒介和以所有形式使用和利用而进行复制、呈现、翻译、改编和销售的权利, (2) 制造、提供、投放市场、进口、出口、库存或使用产品、工艺或直接由工艺获得产品的权利。该等知识产权在整个有效期内所有国家且以所有语言所体现的权利均应予以转让和转移。该等成果一经创造, 其知识产权应立即转让和转移。如适用且作为包括在订单中规定的价格的报酬对价, 对于供应商拥有或使用的与供货设计、制造和/或销售的有关的任何知识产权或专有技术的权利, 供应商授予客户永久、非独家免费使用 (包括改编) 和分许可的权利。

11.3 Supplier warrants that the Supply does not infringe any intellectual property right of a third party nor may give right for unfair competition. In case of breach of this undertaking, Supplier shall indemnify and hold harmless Customer and its customers against any claims, costs, damages, expenses or actions in connection therewith. In the event of a risk of a claim or action, Supplier shall take all steps necessary to ensure that the risk of infringement is eliminated, shall inform Customer thereof and shall take into account Customer's business constraints. Supplier shall, at its own costs and at the sole option of Customer, obtain the right for Customer and its customers to continue to use the Supply, or replace or modify the Supply with substantially equivalent non-infringing Supply so that the infringement ceases. Such replacement or modification shall be performed within the periods compatible with the requirements of Customer. Failing such replacement or modification, Supplier shall refund to Customer the price of the Supply. Customer may elect to

have sole control of any claim. The above provisions do not affect Customer's right to claim damages against Supplier.

供应商保证供货不侵犯第三方的任何知识产权, 也不会造成不正当竞争。违反本承诺的, 供应商应赔偿且保护客户及其客户免于遭受与此有关的索赔、费用支出、损失、花费支出或诉讼。若有索赔或诉讼的风险, 供应商应采取所有必要措施以确保消除侵权的风险, 通知客户该等事宜, 并考虑客户的业务限制。供应商应自负费用并根据客户的自主选择为客户及其客户获得继续使用供货的权利, 或以实质上等同的非侵权供货替换或更改供货, 以使侵权停止。该等更换或更改应在符合客户要求的时间内进行。未进行该等更换或更改的, 供应商应向客户退还供货价款。客户可选择对任何索赔进行自主控制。上述规定不影响客户向供应商索赔的权利。

12. Tools 工具

Tools, dies, moulds, jigs, fixtures, patterns, machinery, special test equipments, gauges and all other means of production which have been provided or paid by Customer ("Tools"), shall be or remain the exclusive property of Customer and shall be clearly identified as such. Supplier will indemnify and defend Customer against any claim or lien adverse to Customer's ownership of Tools. Supplier shall use Tools only for Order's purpose and shall be responsible for any loss or damage to Tools while in its possession or control. In the event of loss or damage to Tools, Supplier shall pay to Customer the replacement value (fair market value) of Tools. Such Tools may be removed by Customer at any time without extra cost. Supplier shall check such Tools before and during the period the Supply are being performed and/or manufactured. Nothing herein shall be constructed as imposing on Supplier to provide any Tools. Supplier's manufacture, preparation or alteration of Tools shall not give title to Supplier. Supplier shall not relocate Tools without Customer's prior written consent.

已由客户提供或付款的工具、铸模、模具、夹具、固定装置、图案、机械、专用测试设备、测量仪器和其他所有生产工具 ("工具"), 应为且持续为客户的专属财产, 且应明确予以识别确认。供应商应赔偿并保护客户免于遭受不利于客户对工具行使所有权的任何索赔或留置。供应商应仅为订单之目的使用工具, 且应对其占有或控制工具期间内发生的任何工具损失或损坏负责。若工具丢失或损坏, 供应商应向客户支付工具的重置价值 (公平市场价值)。该等工具可在任何时间被客户移除, 而无需支付额外费用。供应商应在供货履约期间和/或制造期间对该等工具进行检查。此条款不得解释为向供应商施加提供任何工具的义务。供应商对工具的制造、准备或变更不得使供应商获得该等工具的所有权。未经客户事先书面同意, 供应商不得重新安置工具。

13. Compliance with laws and to Customer's Code of Ethics 遵守法律和客户的道德准则

13.1 Supplier and the Supply shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or final use or that relate to the manufacture, labelling, transportation, importation, exportation, licensing, approval or certification of the Supply, including, but not limited to, those relating to health, safety and/or environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection. Supplier agrees to comply with all applicable anti-corruption laws that neither it nor any of its suppliers will directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority to obtain or retain any contract, business opportunity, or other benefit, or to influence any act or decision of that person in his/her official capacity. Supplier shall acquaint itself and comply with the provisions of available Customer's code of ethics. Supplier shall ensure that its suppliers comply with the above requirements and, at Customer's request, shall certify in writing its compliance with this article 13.

供应商和供货应遵守供货目的国或供货最终使用国的或涉及供货制造、标签、运输、进口、出口、许可、批准或认证的所有适用法律、法规、规章、命令、公约、条例或标准, 包括但不限于与健康、安全和环境问题、数据保护和隐私、工资、工作时间和条件, 分包商的选择有关的规定。供应商同意遵守所有适用的反

腐败法律，无论是供应商还是供应商的供应商均不得直接或间接向任何官员或政府机构工作人员提供或承诺提供任何有价值财物或利益，以获得或保住任何合同、商业机会或其他利益或影响其利用职权做出任何行为或决定。供应商应了解并遵守现有客户道德准则的规定。供应商应确保其供应商遵守上述要求，并在客户的要求下，书面证明其遵守本第 13 条。

13.2 Supplier will indemnify and hold Customer and its customers harmless from and against any liability, claims, demands or expenses arising from or relating to Supplier's non-compliance. 供应商应赔偿并使得客户及其客户免于遭受因供应商违反规定而引起的或与此有关的任何责任、索赔、主张或费用。

14. Termination

终止

14.1 Customer shall be entitled to terminate without Courts' prior approval all or any part of Order at any time for convenience by giving to Supplier at minimum 15 calendar days written notice. Supplier shall produce only the limited quantities of Supply that can be completed until the termination date under its normal production schedule. Customer's sole liability is to pay for finished Supply that has been produced specifically to Customer, as is completed up to the termination date, and as accepted by Customer, provided that Supplier has taken all necessary actions to mitigate its costs and expenses. 客户有权经提前至少 15 个日历日书面通知供应商立即终止全部或部分订单，而无需法院事先批准。供应商应根据其正常生产计划仅生产在终止日前能够完成的有限数量的供货。客户的唯一责任是就供应商专门为客户生产的、在终止日前完成的且客户接受的成品供货付款，条件是供应商已采取所有必要措施减轻其成本和支出。

14.2 Customer shall be entitled to terminate without Courts' prior approval all or any part of Order in the event of breach of any of its obligation by Supplier (including but not limited to-compliance with provisions of the following articles 3, 6, 7, 8, 9, 10, 13) that is not remedied within 15 calendar days after receipt of a written notice to do so. The termination shall be effective immediately in case the breach cannot be remedied by Supplier. 若供应商违反其任何义务（包括但不限于遵守第 3、6、7、8、9、10、13 条的规定）且在收到书面通知要求其纠正该等违约之日起 15 个日历日内仍未纠正的，客户有权终止全部或部分订单而无需法院事先批准。该终止在供应商未纠正前述违约情形下立即生效。

14.3 Customer shall be entitled to terminate all or any part of Order, without Courts' prior approval, and with immediate effect in the event of a contribution by Supplier of assets to another company, a change of control of Supplier or if Supplier goes out of business. 若供应商向另一家公司出资、供应商控制权变更或供应商歇业的，客户有权终止全部或部分订单而无需法院事先批准，且该等终止立即生效。

14.4 Unless contrary to any statutory provision, Customer shall be entitled to terminate without Courts' prior approval and with immediate effect all or any part of Order if (i) proceedings under bankruptcy or insolvency law as are instituted against Supplier, (ii) a receiver is appointed over any of the property of Supplier; (iii) Supplier makes any voluntary judgment with its creditors or becomes subject to an administration or, (iv) Supplier becomes insolvent. 除非任何制定法有相反规定，出现以下情形，客户有权终止全部或部分订单而无需法院事先批准，且该等终止立即生效：（1）根据破产法供应商被提起诉讼；（2）已针对供应商的任何财产指定接管人；（3）供应商和其债权人自愿达成债务安排或供应商受制于行政管理或（4）供应商资不抵债。

14.5 In case of termination pursuant to articles 14.2, 14.3 or 14.4, the right to terminate any or all part of Order is without prejudice to its rights to claim damages against Supplier and to recover any amounts already paid.

在根据第 14.2、14.3、14.4 条终止的情况下，终止全部或部分订单的权利不影响客户向供应商索赔的权利及收回任何已支付款项的权利。

15. Applicable law and Jurisdiction

适用法律和管辖

ORDER SHALL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS WITH THE LAWS OF CUSTOMER'S HEAD OFFICE EXCLUDING APPLICABLE RULES OF CONFLICTS OF LAW. APPLICATION OF THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG), SIGNED IN VIENNA ON 11 APRIL 1980 IS HEREBY EXPRESSLY EXCLUDED. ANY AND ALL DISPUTES WHICH MAY ARISE OUT OR IN CONNECTION WITH ORDER SHALL BE EXCLUSIVELY SETTLED, IN THE ABSENCE OF AMICABLE SETTLEMENT, BY THE JURISDICTION OF THE RELEVANT COURTS OF CUSTOMER'S HEAD OFFICE NOTWITHSTANDING PLURALITY OF DEFENDANTS AND/OR CALL IN GUARANTEE.

订单应根据客户总部的法律管辖并由其解释，排除可适用的法律冲突规则。在此明确排除 1980 年 4 月 11 日在维也纳签署的《联合国国际货物销售合同公约》（CISG）的适用。因订单引起的或与订单有关的所有纠纷，若未能通过友好方式解决，均应由客户总部所在地有关法院作为唯一管辖机构解决，即使存在多个被告和/或担保人。

16. Miscellaneous

其他

Supplier hereby expressly acknowledges and accepts that there will be no joint and several liability between Customer and other Customer's affiliate company. Consequently, each ordering legal entity will remain solely responsible for the performance of its obligations towards the Supplier arising out of or in relation the Order. Supplier shall not assign, transfer, subcontract, or convey any right and obligation under Order to any third party without Customer's prior written consent. Customer shall be entitled to assign, delegate, transfer, subcontract, or convey any right and obligation under Order to any third party without Supplier's prior written consent. The invalidity of whole or part of any provision of Order shall not affect the validity of other provisions. Any waiver of any of the terms hereunder by Customer shall not be deemed to be a waiver of any subsequent breach or default of any of the terms herein.

供应商在此明确承认并接受，客户和客户的关联公司之间不存在连带责任。因此，每一个下订单的法律实体就其由订单引起的或与订单有关的义务独自向供应商承担责任。未经客户事先书面同意，供应商不得转让、转移、分包或将其订单项下的任何权利和义务转让给任何第三方。客户有权转让、授权、转移、分包或将其订单项下的任何权利和义务转让给任何第三方，而无需供应商事先书面同意。任何订单条款全部或部分无效不影响其他条款的有效性。客户对本通用采购条件中任何条款的弃权均不得被视为对本通用采购条件任何条款的后续违反或违约的弃权。

This GCP is made in both English and Chinese; in case of any discrepancy between the two versions, the English version shall prevail.

本通用采购条件以中英文制作；如两种语言版本之间有歧义的，以英文版本为准。