

[富卓汽车内饰]**[Futuris Automotive Interiors]****非生产性通用采购条款条件****NON-PRODUCTION GENERAL
PURCHASE TERMS AND
CONDITIONS****1. 供应义务 Obligation to Supply**

- (a) 对于每个**供应合同**，**供应商**同意根据相关**采购订单**规定的交付和/或其他要求、在**采购订单**规定的地点供应该**采购订单**规定的**货物**和/或**服务**。

For each Supply Contract, the Supplier agrees to supply the Goods and/or Services specified in relevant Purchase Order in accordance with the delivery and/or other requirements specified in that Purchase Order to the location(s) specified in that Purchase Order.

- (b) 作为上述供应的对价，**客户**必须向**供应商**支付**价格**。

In consideration of the above, the Customer must pay to the Supplier the Price.

- (c) 每个**供应合同**相对**客户**和**供应商**之间的任何其他供应安排包括其他**供应合同**都是单独和独立的。

Each Supply Contract is separate and independent of any other supply arrangement between the Customer and Supplier, including other Supply Contracts.

2. 价格，应付金额 Price, Amounts Payable

供应合同中**货物**和/或**服务**的**价格**是确定的，没有**客户**事先书面批准，不做任何变更。**价格**包括**供应商**在遵守每个**供应合同**的条款和**交付货物**和/或**服务**时的所有费用和开支（无论是否预见），包括包装、运费、保险、税费和税赋的所有费用（无论是因**供应货物**而应支付的费用或是因其他原因而应支付的费用）。

The Price of the Goods and/or Services in a Supply Contract will be firm, and will not be subject to any variations without the Customer's prior written approval. The Price is inclusive of all costs and expenses of the Supplier (whether foreseen or unforeseen) in complying with the terms of each Supply Contract and Delivering the Goods and/or Services, including all costs of packaging, freight, insurance, duties and taxes (whether payable in respect of the supply of Goods or otherwise).

3. 账单和付款 Invoicing and Payment

- (a) 在按**供应合同**交付**货物**时（或在**供应合同**规定的较晚时候），**供应商**将提供一份正式的书面账单注明：

On Delivery under a Supply Contract (or such later time as is specified in that Supply Contract), the Supplier will provide a formal written tax invoice, which specifies:

- (i) **采购订单**编号或参考编号，以及（如果供应的是**货物**）**货物**的任何参考编号；

the number or reference of the Purchase Order, and (in the case of Goods) any reference numbers attaching to the Goods;

- (ii) **价格**；以及

the Price; and

- (iii) 相关的**供应合同**所要求的任何其他细节或信息。

any other details or information required by the applicable Supply Contract.

- (b) 通过向**客户**提供账单，**供应商**向**客户**保证：

By providing an invoice to the Customer, the Supplier warrants to the Customer that:

- (i) 账单中提及的**货物**和/或**服务**符合相关**供应合同**的要求；以及

the Goods and/or Services referred to in the invoice comply with the requirements of the relevant Supply Contract; and

- (ii) 如果供应的是**货物**，**客户**取得**货物**的完整且无产权负担的所有权。

in the case of Goods, the Customer acquires full and unencumbered title to those Goods.

- (c) **客户**将在账单提供给**客户**的当月底起的六十（60）天内支付正式提供的账单的金额。**供应商**同意付款不应被解释为对相关**货物**和/或**服务**符合相关**供应合同**的证明或承认，只是按账付款而已。

The Customer will pay the amount in a duly-provided invoice within sixty (60) days of the end of the calendar month in which that invoice was provided to the Customer. The Supplier agrees that making a payment will not be construed as evidence, or an admission, that the relevant Goods and/or Services have been supplied in accordance with the relevant Supply Contract, but is payment on account only.

- (d) **客户**可对账单金额提出异议。**客户**对账单金额提出异议时，如果**客户**在第3(c)条指定期限内支付了该账单无异议的部分并向**供应商**发出有关该争议性质的书面通知，**客户**将不违反其在第3(c)条下的义务。

The Customer may dispute the amount of the invoice. Where the Customer disputes an

invoice, it will not be in breach of its obligations under paragraph 3(c) if it pays the undisputed portion of that invoice within the period specified in that paragraph and gives the Supplier written notice of the nature of that dispute.

4. 货物包装 Packaging of Goods

- (a) 所有**货物**必须妥善包装，以避免**货物**在运输、**交付**、装货或卸货过程中由于**货物**运输经过的道路和天气状况以及运输方式受到损坏。包装物和/或散装部分必须清晰标示，且必须符合**客户**在相关的**采购订单**中规定的任何要求。**供应商**必须根据所有相关法律的要求标明所有包装物。

All Goods must be adequately packed to avoid damage during transit, Delivery, loading or unloading, having regard to the road and climatic conditions through which those Goods will pass whilst being transported, and the mode of transportation. Packages and/or loose pieces must be clearly marked, and must otherwise conform to any packaging requirements of the Customer that are specified in the Purchase Order that applies to them. The Supplier must label all packages in accordance with the requirements of all relevant laws.

- (b) 标有特定**采购订单**的参考编号和**货物**的部件编号（如有）的两份送货通知必须随所有**货物**一起运送，一份随**货物**，另一份附在装货箱或包装外部的信封内。

Two copies of a delivery note quoting a reference number denoting the particular Purchase Order and part numbers of the Goods (if any) must be sent with all Goods, one copy enclosed with the Goods, the remaining copy attached in an envelope on the outside of the crate or package.

5. 危险品 Dangerous Goods

所有危险或有害**货物**必须明确标示或附带任何相关法规要求的文件和/或资料并附带适合的和明显的紧急程序指引。

All Goods which are dangerous or hazardous Goods must be clearly marked with all or accompanied by documentation and/or information required by any relevant legislation and must be accompanied by the appropriate manifest and emergency procedure guide.

6. 交付 Delivery

- (a) 对于每个**供应合同**，**货物**以及和**货物**有关的任何**服务**必须：

For each Supply Contract, Goods and any Services related to those Goods must be Delivered:

- (i) 被**交付**至**交付地点**，不收取运输费和手续费；以及

free of carriage and handling charges to the Delivery Location; and

- (ii) 在相关的**采购订单**规定的**交付日期**被**交付**，

on the Delivery Date specified in the applicable Purchase Order,

除非**客户**和**供应商**另有书面约定。

unless otherwise agreed by the Customer and the Supplier in writing.

- (b) 任何由于**供应商**未遵守相关**供应合同**中规定的有关**交货**、**运输**和**安排**的指示而造成的有关**货物**的额外**运输费用**将由**供应商**负责。

The Supplier will be accountable for any additional freight charges in respect of Goods arising from the Supplier's failure to follow delivery, transportation and scheduling instructions specified in the applicable Supply Contract.

- (c) 直到**货物**根据第 10 款规定被接受，**供应商**才实现**货物**的**交付**。

The Supplier will not have effected Delivery of Goods until those Goods have been accepted in accordance with paragraph 10.

7. 遵守法律、政策 Compliance with Laws, Policies

- (a) **供应商**必须：The Supplier must:

- (i) 遵守所有制定法、法规、条例、指令、判决以及公告；

comply with all statutes, regulations, by-laws, orders, awards, and proclamations;

- (ii) 遵守依照法定权力有权就**货物**和/或**服务**的**交付**做出指示的人提出的要求；以及

comply with the requirements of persons acting under statutory powers enabling them to give directions with respect to the Delivery of Goods and/or Services; and;

- (iii) 取得所有证书、执照、同意、许可和批准，

obtain all certificates, licences, consents, permits and approvals,

上述包括所有适用于相关**货物**和/或**服务**的销售、供应、**交付**、或**供应商**所进行的和**货物**和/或**服务**的**交付**有关的活动，包括直接或间接，包括适用于制造或**供应商**获得**货物**的管辖区域，或**供应商**居住或开展运营的管辖区域，或**货物**和/或**服务**被**交付**的管辖区域。

that are applicable to the sale, supply and Delivery of the applicable Goods and/or Services or the carrying out of any activity by the Supplier in relation to the Delivery of those Goods and/or Services, whether directly or indirectly, whether in the jurisdiction in which the Goods are manufactured or acquired by the Supplier, in the jurisdiction in which the Supplier resides or operates, or in the jurisdiction in which the Goods and Services are Delivered

- (b) 如果**供应商**或其员工、代理人或承包商为了履行其在**供应合同**下的义务需要进入**客户**的场所或物业，其将遵守**客户**所有适用于该场所或物业的政策和程序并且将就由于**供应商**或其员工、代理人或承包商在**客户**的场所或物业的行为或疏忽引起或造成的任何损坏、损失、支出、罚金、罚款或其他索赔对**客户**（及其相关公司法人）进行赔偿。

To the extent that the Supplier or its employees, agents or contractors require access to the Customer's premises or property in order to fulfil obligations under a Supply Contract, it will comply with all policies and procedures of the Customer that are applicable to such premises or property and will indemnify the Customer (and its related bodies corporate) for any damage, loss, expense, fine, penalty or other claim which is caused or contributed by the acts or omissions of the Supplier, its employees, agents or contractors at the Customer's premises or property.

- (c) **供应商**无权从**客户**处获得任何有关因遵守本条款而产生的任何成本、费用或收费的额外款项。

The Supplier is not entitled to any additional payment from the Customer in respect of any costs, fees or charges incurred as a result of compliance with this paragraph.

8. 所有权和风险 Title and Risk

- (a) 受限于第 10 款和第 8(b)款，**货物**的所有权、财产权和风险将在**客户**接受这些**货物**时转给**客户**。

Subject to paragraph 10 and paragraph 8(b), title to, and property and risk in, Goods will pass to the Customer upon acceptance of those Goods by the Customer.

- (b) 在不影响**客户**按第 10 款拒收权利的情况下，如果**客户**支付了**货物**的任一部分款项，半成品**货物**和用于其制造或供应的任何材料和/或零部件的所有权和财产权转给**客户**，但是该半成品**货物**、材料和零部件的风险仍然由**供应商**承担，直到**客户**接受制成品**货物**。

Without prejudicing any right of rejection in paragraph 10, where any part payment for Goods is made by the Customer, title to and property in the partially-completed Goods and any materials and parts used in their manufacture or supply passes to the Customer, but risk in such partially-completed Goods, materials and/or parts, remains with the Supplier until acceptance of completed Goods by the Customer.

9. 时间 Time

时间对**供应商**履行各**供应合同**而言，是极为重要的要素。在**交付**各特定**货物**和/或**服务**时，如果**供应商**未能在**供应合同**规定的时间或之前履行其任何义务，除其他权利以外，**客户**还有权要求**供应商**采取一切必要措施以使这些**货物**和/或**服务**尽可能在**交付日期交付**或在接近该日期交付，费用由**供应商**支付，包括支付额外运输费用。

Time is of the essence in the performance of each Supply Contract by the Supplier. In the case of Delivery of particular Goods and/or Services, the failure by the Supplier to perform any of its obligations under the applicable Supply Contract on or before the time specified in that Supply Contract gives the Customer the right, in addition to any other right, to require the Supplier to do whatever is necessary to expedite the Delivery of those Goods and/or Services to arrive on or as close to the Delivery Date as possible, at the Supplier's expense, including the payment of premium freight charges.

10. 验收、接受或拒收

Inspection, Acceptance or Rejection

- (a) **客户**可要求**供应商**提供**客户**可以接受的、能表明**货物**符合相关**供应合同**要求的证明，且**供应商**必须在要求规定的时间内提供该证明。**客户**未验收供应的**货物**将不构成接受这些**货物**或放弃其在本第 10 款下的权利。

The Customer may require the Supplier to provide evidence acceptable to the Customer that Goods are in accordance with the applicable Supply Contract, and the Supplier must provide such evidence within the time prescribed in the request. The Customer's failure to inspect Goods supplied will not constitute an acceptance of those Goods, or a waiver of its rights under this paragraph 10.

- (b) 当**供应商**从**客户**处收到接受**货物**的书面通知，或当**客户**签收第 4(b)款下与**货物**一起提供给**客户**的送货通知的 30 天后，**客户**未通知**供应商****货物**被拒收并保留该**货物**，**货物**将被视为被接受，以先发生者为准。

Goods will be deemed to have been accepted on the earlier of the Supplier receiving a written notice of acceptance of the Goods from the Customer or when, after the lapse of 30 days from date on which the delivery note supplied to the Customer with the Goods under paragraph 4(b) is signed by the Customer, the Customer retains those Goods without notifying the Supplier that the Goods have been rejected.

- (c) 即使在**交付**前已经接受了特定**货物**或**服务**提供过程中的交付成果并支付了款项，如果经验收，该**货物**或**交付**的服务不满足相关**供应合同**的任何要求，（根据**客户**意见），**客户**可以：

Even though acceptance and payment may have been made for particular Goods, or deliverable(s) from the provision of Services, prior to Delivery, if, upon inspection those Goods or deliverables fail to meet any requirements of the relevant Supply Contract, (in the opinion of the Customer), the Customer may:

- (i) 要求**供应商**在 5 个**营业日**内就**货物**或**交付**服务的损失、损坏或缺陷向**客户**进行赔偿，**客户**不支付任何费用；或

require the Supplier to make good the loss, damage or defect in the Goods or deliverable(s) to the Customer within 5

Business Days at no cost to the Customer; or

- (ii) 拒收**货物**或该交付的服务。

reject the Goods or such deliverable(s).

- (d) 即使在支付了特定**货物**的款项后，**客户**仍保留因订购**货物**不符合相关**供应合同**规定或存在缺陷或受损而向**供应商**提出索赔的权利。

The Customer reserves the right, even after it has paid for particular Goods to make a claim against the Supplier on account of any such Goods ordered which do not comply with the relevant Supply Contract or are defective or damaged.

- (e) 如果交付的**货物**数量不足，**客户**有权：

If there is a deficiency in the quantity of Goods Delivered, the Customer has the right to:

- (i) 在交付的 5 个**营业日**内通知**供应商**，**供应商**必须立即向**客户**交付未交的**货物**，费用由**供应商**承担；或

notify the Supplier within 5 business days of Delivery and the Supplier must promptly and at its own cost Deliver the remaining amount of the Goods to the Customer; or

- (ii) 要求**供应商**将未交部分记为对**客户**的欠款；或

require the Supplier to credit the Customer for the amount of the deficiency; or

- (iii) 拒收**货物**。

reject the Goods.

- (f) 如果交付的**货物**的数量超过相关**供应合同**确定的数量，则**客户**可：

If the Goods Delivered are in excess of the quantities stated in the applicable Supply Contract, then the Customer may:

- (i) 收下所有交付的**货物**并参照**价格**计算并向**供应商**支付多余**货物**的款项；或

accept all of the Goods Delivered and pay the Supplier for the excess Goods at a rate calculated by reference to the Price; or

- (ii) 接受**合同**规定数量的**货物**并拒收超过该数量的**货物**；或

accept the quantity of Goods as stated in the Contract and reject those Goods that are in excess of that quantity; or

- (iii) 拒收所有**货物**。

reject all of the Goods.

- (g) 如果**客户**根据第 10(e)款和第 10(f)款拒收部分或所有**货物**，处置或向**供应商**退回**货物**的风险和费用将由**供应商**承担。本款的任何部分并不暗示**客户**有退回**货物**的义务。

If the Customer rejects some or all Goods pursuant to paragraphs 10(e) and 10(f), the risk and costs of disposal or return to the Supplier will be to the Supplier's account. Nothing in this paragraph is to be taken to imply an obligation on the Customer to return the Goods.

- (h) 如果**供应商**严重违反了某个特定**供应合同**的任何条款，**客户**可以拒收据称根据该**供应合同**交付的**货物**和/或**服务**，或通过向**供应商**发出书面通知取消该**供应合同**。

If the Supplier has committed a substantial breach of any of the terms of a particular Supply Contract, the Customer may reject the Goods and/or Services purportedly Delivered under that Supply Contract, or cancel that Supply Contract by written notice to the Supplier.

- (i) **客户**可以退回**客户**错误订购的任何**货物**，并必须支付退回该**货物**相关的运费和手续费，该款项将完全满足**供应商**对有关**货物**和相关**供应合同**的权利和**客户**的责任。**供应商**不会就该行为引起的任何间接或从属损失（包括利润损失或机会损失）获得赔偿并且**供应商**在此放弃任何该等权利。

The Customer may return any Goods that have been incorrectly ordered by the Customer and must pay all freight costs and handling charges associated with effecting the return of such Goods and such payment will be in full satisfaction of the Supplier's entitlements and any liability of the Customer in respect of those Goods, and the applicable Supply Contract. In no circumstances will the Supplier be entitled to any indirect or consequential loss arising from such conduct, including loss of profit or loss of opportunity and the Supplier hereby waives any such rights.

11. 客户获得其他供应的权利 Customer's Right to Alternative Supply

- (a) 在不限定第 9 或第 10 款的情况下，如果**供应商**未能在规定的交付日期交付**货物**和/或**服务**，或交付的**货物**或**服务**（由**客户**自行决定）不符合相关**供应合同**的要求，**客户**可以从第三方处购买替代**货物**或获得相同**服务**（视情况而定）并向**供应商**收取该替代**货物**或相同**服务**的费用和该**供应合同**规定的**价格**之间的差额（如有）。

Without limiting paragraphs 9 or 10, if the Supplier fails to Deliver particular Goods and/or Services by the specified Delivery Date, or Delivers Goods or Services which (in the sole discretion of the Customer) do not comply with any requirements of the relevant Supply Contract, the Customer may purchase replacement goods, or acquire equivalent services (as the case may be) from a third party and charge the Supplier with the difference (if any) between the cost of such replacement goods, or equivalent services, and the Price specified in that Supply Contract.

- (b) **客户**可以在任何时候要求提出建议或进行招标，或以任何其他方式从任何人处获得同**货物**

或服务相类似或相同的货物或服务，且任何情况下**客户**不负责向**供应商**支付有关其预计利润损失或**供应商**的任何其他主张的款项。

The Customer may at any time call for proposals or tenders for, or acquire Goods or Services similar or identical to the Goods or Services in any other way from any person, and the Customer will not be liable in any circumstances to make any payment to the Supplier in respect of loss of prospective profits or any other claim of the Supplier.

12. 不得替代 No Substitution

未经**客户**书面同意，**供应商**不得变更**货物**的规格、设计、形状、构造或特征，且不得在未经**客户**书面同意的情况下供应替代或等同**货物**。

The Supplier must not vary the specification, design, shape, configuration or characteristics of the Goods without the written consent of the Customer and must not supply substitute or equivalent Goods without the written consent of the Customer.

13. 供应商保证 Supplier's Warranties

(a) 供应商保证**货物**:

The Supplier warrants that the Goods:

- (i) 是新的（除非另有规定）；
are new (unless otherwise specified);
- (ii) 符合本**条款和条件**和/或相关**供应合同**中的描述；
correspond with the description in these Terms and Conditions and/or the applicable Supply Contract;
- (iii) 符合任何说明书或样品；
comply with any specifications or samples;
- (iv) 没有材料、工艺和设计上的缺陷；
are free from defects in materials, workmanship and design;
- (v) 质量适合销售；
are of merchantable quality;
- (vi) 适合**客户**的用途，或（如果不知道**客户**用途）适合**货物**通常被使用的用途；并且
are fit for the Customer's purpose or if the Customer's purpose is not known, for the purpose for which the Goods are commonly used; and
- (vii) 在**交付**时没有、且在**交付后**、**客户**付款后也不存在任何留置权、负担、所有权保留和其他任何限制。
are, and will be upon Delivery and payment by the Customer, free and clear of all liens, encumbrances, reservations of title and other restrictions whatsoever.

- (b) **供应商**保证**货物**的制造、销售或使用没有也不会侵犯任何专利、版权、商标或商业秘密或任何法律授予任何人的任何其他工业或知识产权。

The Supplier warrants that the manufacture, sale or use of the Goods does not and will not infringe any patent, copyright, trademark or trade secret or any other industrial or intellectual property right conferred on any person by any law.

- (c) **供应商**保证将为**客户**取得与**货物**制造商提供的**货物**有关的任何保证以及**客户**可能特别要求的其他任何其他保证有关的利益。

The Supplier warrants that the benefits of any warranties in respect of the Goods provided by the manufacturer of the Goods will be obtained for the Customer as well as any other warranties the Customer may specifically request.

- (d) **供应商**保证其拥有良好的且可出售的**货物**所有权。

The Supplier warrants that it has a good and marketable title to the Goods.

- (e) **供应商**保证**服务**将由受到适当培训或有资质提供该**服务**的人员提供，并且按照在类似情况下提供类似服务的服务者被合理期待的标准履行该**服务**。

The Supplier warrants that Services will be provided by personnel who are suitably trained or qualified to provide such Services and that Services will be performed to the standard reasonably expected of a service provider providing similar services in similar circumstances.

- (f) **供应商**确认**客户**出于对本条款的保证的信赖签订各个**供应合同**。

The Supplier acknowledges that the Customer enters into each Supply Contract in reliance upon the warranties contained in this paragraph.

- (g) **客户**签订**供应合同**并未将本**条款和条件**或法律规定的其它保证排除在外或以任何方式对其加以限制。**货物**的所有通用和商业保证以及**客户**可能特别要求的任何保证必须取得。

The Customer's entry into a Supply Contract does not exclude or in any way limit other warranties provided in these Terms and Conditions or by law. All usual and trade warranties must be obtained for the Goods as well as any warranties which the Customer may specifically request.

14. 赔偿和责任 Indemnity and Liability

- (a) 在法律允许的最大范围内，**客户**不负责承担**供应商**或其员工、代理人在**客户**场所或**交付**地点或其他地方遭受的任何伤害、损害或损失，且**供应商**必须保证赔偿**客户**因任何**供应合同**的履行发生或附带的伤害、损害或损失而引起的任何索赔、费用或要求。

To the maximum extent permitted by law, the Customer will not be liable for any injury,

damage or loss sustained by the Supplier or its employees or agents whilst on the Customer's premises or at any place of Delivery or elsewhere and the Supplier must indemnify the Customer against any claim, cost or demands in regard to such injury, damage or loss arising out of or incidental to the performance of any Supply Contract.

- (b) 供应商必须在法律允许的最大范围内保证赔偿客户由于供应商疏忽或供应商违反下列条款而导致客户遭受或产生的任何损失、损坏、支出、索赔或责任，无论是间接的还是其它性质的：

The Supplier must, to the maximum extent permitted by law, indemnify the Customer for any loss, damage, expense, claim or liability suffered or incurred by the Customer, whether consequential or otherwise, as a result of the negligence of the Supplier or the breach by the Supplier of:

- (i) 第 13 款中包含的任何保证；或
any of the warranties contained in paragraph 13; or
- (ii) 本条款和条件的任何其他要求，无论是有关一个特定的供应合同还是其他方面。
any other requirements of these Terms and Conditions, whether in respect of a particular Supply Contract or otherwise.

15. 保险 Insurance

供应商必须自费购买并保持令客户满意的保险，包括但不限于，公共责任险、工伤险、汽车险、货物运输险、产品损坏险以及客户要求任何其他险种，其保险条款和保险金额在特定情况下是合理的且均经客户批准。在支付任何特定供应合同下的款项前，客户可要求供应商，且供应商必须提供该等保险的证明、凭据。

The Supplier must effect and maintain at its cost adequate insurance satisfactory to the Customer including, without limitation, public liability, workers' compensation, automotive, freight liability, and product damage insurance and any other insurances requested by the Customer, all upon such terms and for such amount as are reasonable in the circumstances and approved by the Customer. The Customer may require, and the Supplier must provide evidence of, proof of such insurance prior to making any payment under any, or a particular, Supply Contract.

16. 知识产权 Intellectual Property

所有知识产权都归客户所有，供应商同意向客户出让或转让所有该等知识产权。在进行该出让或转让前，供应商将为客户以信托形式持有所有知识产权。

All Intellectual Property Rights vest in the Customer and the Supplier agrees to assign or transfer to the Customer all such Intellectual Property Rights. Subject to that assignment or transfer, the Supplier will hold all Intellectual property Rights on trust for the Customer.

17. 保密信息 Confidential Information

- (a) 客户在供应合同下提供的关于任何货物供应的所有保密信息将始终是客户的财产。供应商必须对所有保密信息严格保密。供应商仅能将客户的任何保密信息向其为了履行某特定供应合同而需要接触该保密信息的员工和代理人披露，且必须保证该保密信息只被用于该供应合同之目的。

All Confidential Information provided by the Customer in respect of the supply of any Goods under a Supply Contract, will remain the property of the Customer. The Supplier must maintain in strict confidence all Confidential Information. The Supplier must limit disclosure of any Confidential Information of the Customer only to its employees and agents who are required to have access to it for the performance of a given Supply Contract and must ensure it is only used for the purpose of that Supply Contract.

- (b) 未经客户的事先书面同意，供应商不得向任何第三方披露其向客户供应货物或其同客户存在任何关系的事实。

The Supplier must not without the prior written consent of the Customer disclose to any third party the fact that it supplies Goods to, or has any relationship with, the Customer.

- (c) 本第 17 款下规定的保密义务将在各个供应合同终止或完成后继续有效。

The obligations of confidentiality imposed under this paragraph 17 will survive the termination or completion of each and every Supply Contract.

18. 终止 Termination

客户可自行决定终止或中止供应合同或供应合同的未履行部分。如发生终止或中止，客户不负责承担因该取消或中止引起的任何损失（包括间接损失或特别损失）、损坏、费用或支出。客户对供应商的责任将明确限于支付已经正式交付给客户的货物和/或服务的款项，并且供应商在此放弃向客户提起由该等情况引起的任何其他索赔的权利。

The Customer may, at its discretion, terminate or suspend a Supply Contract or any unfulfilled part of a Supply Contract. In the event of termination or suspension, the Customer will not be liable for any loss (including consequential or special loss), damages, costs or expenses howsoever arising from such cancellation or suspension. The liability of the Customer to the Supplier will be expressly limited to payment for Goods and/or Services duly Delivered to the Customer and the Supplier hereby waives any other claims against the Customer arising from such circumstances.

19. 留置权 Liens

供应商不得就与货物有关的任何留置权、扣押、抵押或类似权利提出主张，且必须保护客户避免因任何供应合同引起或与任何供应合同有关的任何留置

权、扣押、抵押或类似主张，并保证对**客户**进行赔偿。

The Supplier must not claim any liens, attachments, charges or similar claims in connection with the Goods and must defend and indemnify the Customer against any and all liens, attachments, charges or other similar claims arising out of or in connection with any Supply Contract.

20. 完整合同 Entire Contract

- (a) 就某个特定**供应合同**而言，该**供应合同**的条款构成了适用该**供应合同**的**货物**和/或**服务**的完整协议，非经双方书面同意不得修改。在不限制前款的情况下，如果该**供应合同**中描述的采购的条款和条件和**供应商**在任何时候提供的条款和条件冲突，以该**供应合同**中描述的采购的条款和条件为准，且该**供应合同**中描述的采购的条款和条件不因为**供应商**的任何书面或口头声明而变化，或因为**供应商**接受的**采购订单**中规定的任何条款而变化，除非该些条款由**客户**书面接受。

In respect of a given Supply Contract, the terms of that Supply Contract constitute the entire agreement applicable to the supply of Goods and/or Services to which that Supply Contract applies, and may not be modified except by written agreement of the parties. Without limiting the previous sentence, the terms and conditions of purchase as outlined in that Supply Contract prevail in the event of conflict with any terms of the Supplier provided at any time, and are not subject to change by reason of any written or verbal statements by the Supplier, or by any terms stated in the Supplier's acceptance of any Purchase Order unless those terms are accepted in writing by the Customer.

- (b) 对违反某一**供应合同**任何条款的免于追究必须以书面形式作出才能生效。任何该等免于追究将不构成对该**供应合同**的相同或任何条款的将来的或其他的违反的先例或免于追究。

No waiver of a breach of any provision of a Supply Contract, will have any effect unless it is in writing. Any such waiver will not constitute a precedent or a waiver of any succeeding or other breach of the same or any provision of that Supply Contract.

21. 抵销 Set Off

客户可以从应支付给**供应商**的付款或其他款项中扣除**供应商**在任何**供应合同**下或因违反任何**供应合同**而应向**客户**支付或到期应付的任何款项。

The Customer may deduct from moneys certified for payment or otherwise due to the Supplier any money due or payable or claimed to be due or payable from the Supplier to the Customer under or for breach of any Supply Contract.

22. 供应商分包和转让 Subcontracting and Assignment by Supplier

- (a) 未经**客户**事先书面同意，**供应商**不得转让或分包其与任何**供应合同**有关的权利或义务。

The Supplier must not assign or subcontract its rights or obligations in relation to any Supply Contract, without the prior written consent of the Customer.

- (b) **客户**对**供应商**转让其权利或义务的同意并不免除**供应商**履行其在**供应合同**下、或因为本**条款**和**条件**而产生的或法律上的任何义务。

The Customer's consent to the Supplier subcontracting its rights or obligations does not relieve the Supplier of any of its obligations under a Supply Contract, or by virtue of these Terms and Conditions, or in law.

- (c) 无须**供应商**同意，**客户**可以转让其在**供应合同**下的所有或部分权利。**供应商**同意**客户**可以向**客户**的任何关联公司出让、转让或处置或处分其在**供应合同**下的所有或部分权利或义务并且同意该等出让、变更、转让或处置，且**供应商**还同意将签署使该等出让、变更、转让或处置生效所需的文件。

The Customer may assign all or part of its rights under a Supply Contract without the consent of the Supplier. The Supplier agrees that the Customer may assign, novate, transfer or otherwise dispose of or deal with all or any part of its rights or obligations under a Supply Contract to any related corporation of the Customer and consents to any such assignment, novation, transfer or other disposition, and the Supplier further agrees to execute such documentation as is necessary to effect such assignment, novation, transfer or other disposition.

23. 不可抗力 Force Majeure

- (a) 如果影响一方的**不可抗力事件**阻碍该方（**受阻碍方**）部分或全部履行其在**供应合同**下的义务，则：

If a Force Majeure Event affecting a party precludes that party (Precluded Party) partially or wholly from complying with its obligations under a Supply Contract, then:

- (i) 一旦**不可抗力事件**发生后，在合理可行的最快速度时，**受阻碍方**必须通知另一方有关**不可抗力事件**，和：

as soon as reasonably practicable after that Force Majeure Event arises, the Precluded Party must notify the other party of the Force Majeure Event, and:

- (A) **受阻碍方**的哪些义务被阻碍履行（**受影响义务**）；

which obligations the Precluded Party is precluded from performing (Affected Obligations);

- (B) **不可抗力事件**阻碍**受阻碍方**履行**受影响义务**的程度（**被阻碍程度**）；

以及 the extent to which the Force Majeure Event precludes the Precluded Party from performing the Affected Obligations (Precluded Extent); and

- (C) 因该**不可抗力事件**直接引起延误的预计持续时间; 以及

the expected duration of the delay arising directly out of the Force Majeure Event; and

- (ii) **受阻碍方**履行**受影响义务**的义务将在**被阻碍程度**内, 在由**不可抗力事件**直接引起的实际延迟 (**实际延误**) 的持续时间内暂停; 以及

the Precluded Party's obligation to perform the Affected Obligations will, to the Precluded Extent, be suspended for the duration of the actual delay arising directly out of the Force Majeure Event (Actual Delay); and

- (iii) 另一方以该**受影响义务**履行为前提条件的任何义务将暂停履行, 直至**受阻碍方**恢复履行其义务。

the other party's obligations to perform any obligations dependent on the Affected Obligations will be suspended until the Precluded Party resumes performance.

- (b) **受阻碍方**必须:

The Precluded Party must:

- (i) 采取所有合理的预防措施及适当关注, 以避免**实际延误**或不能履行其义务;

take all proper precautions and due care to avoid the Actual Delay and or failure to carry out its obligations;

- (ii) 试图去减少**实际延误**或不能履行其义务; 以及

attempt to mitigate the Actual Delay or failure to carry out its obligations; and

- (iii) 应尽一切合理努力将对另一方产生的损失减到最小, 在依照第(a)段给予通知后, 双方必须以双方满意的方式在调整各自利益的基础上互相协商。

use all reasonable endeavours to minimise any loss to the other party, and upon notification in accordance with subparagraph (a), the parties must consult on a basis on which to adjust their interests in a mutually satisfactory manner.

- (c) 各方必须承担因**不可抗力事件**和本条款实施引起的任何费用、损失和支出。

Each party must bear any costs, losses and expenses which it incurs arising from the Force Majeure Event and the operation of this paragraph.

24. 管辖法律 Governing Law

各**供应合同**及其解释、关于解决争议的协议以及争议的处理均由中华人民共和国法律管辖, 双方同意将由于**供应合同**或本**条款和条件**引起的所有事宜或争议提交上述管辖区法院的非专属管辖。

The law governing each Supply Contract, its (or their) interpretation, any agreement to refer a dispute to dispute resolution and the conduct of any dispute, is the law of the People's Republic of China and the parties hereby agree to submit to the non-exclusive jurisdiction of the courts of that jurisdiction in respect of all matters or disputes arising under any Supply Contract or these Terms and Conditions.

25. 定义条款及解释 Defined Terms & Interpretation

在本**条款和条件**中, 除非上下文另有规定, 否则:

In these Terms and Conditions, except where the context otherwise requires:

- (a) **营业日**系指在中国运营的商业银行营业的日子。

Business Day means any day on which trading banks operating in China are open for business.

- (b) **保密信息**系指**客户**的业务、财务、运营、客户、供应商、专有知识和商业秘密有关的所有信息, 以及**供应商**知道 (或者应该合理知道) 是保密的任何信息, 不包括公众已经知悉的信息 (因**供应商**违反任何**供应合同**使公众知悉的信息除外)。

Confidential Information means all information relating to the business, finances, operations, customers, suppliers, know-how and trade secrets of the Customer, and any information that the Supplier knows (or ought reasonably to know) is confidential, but excludes information in the public domain (other than information which enters the public domain as a result of a breach of any Supply Contract by the Supplier).

- (c) **客户**系指富卓汽车内饰 (安徽) 有限公司。

Customer means Futuris Automotive Interiors (Anhui) Co. Limited.

- (d) 就某个特定**供应合同**的**交付**, 系指:

Delivery in respect of a given Supply Contract, means:

- (i) 就**货物**而言, 根据相关的**采购订单**中规定的交货要求包装、运输并在**交付地点**卸下**货物**, 并且**供应商**已经完成了本**条款和条件**规定的需要在交货前或交货时完成的所有事宜; 以及

in respect of Goods, the packaging, transporting and unloading of Goods at the Delivery Location, in accordance with the delivery requirements specified in the applicable Purchase Order, and the Supplier has otherwise done everything required to be done under

these Terms and Conditions before or upon delivery; and

- (ii) 就**服务**而言，根据相关的**采购订单**中规定的时间和方式供应所要求的**服务**，

in respect to Services, the supply of the required Services at the times and in the manner specified in the applicable Purchase Order,

“已交付”和“交付中”具有相对应含义。

and ‘Delivered’ and ‘Delivering’ will have a corresponding meaning ,

- (e) 就某个特定**供应合同**而言，**交付日期**系指相关**采购订单**规定的、**客户**定购的**货物或服务**必须被**交付**的或到达**交付地点**的日期。

Delivery Date for the purposes of a given Supply Contract, means the date(s), specified in the corresponding Purchase Order, by which Goods or Services ordered by the Customer must be Delivered to or at the Delivery Location.

- (f) 就某个特定**供应合同**而言，**交付地点**系指相关**采购订单**规定的地点。

Delivery Location in respect of a given Supply Contract, means the location(s) specified in the corresponding Purchase Order.

- (g) 就一方而言，**不可抗力事件**系指该方无法合理控制的事件，并非由其行为或疏忽引起，包括但不限于天灾、任何政府机构行动（无论有效或无效）、火灾、水灾、暴风雨、爆炸、暴动、自然灾害、战争、破坏、法院法令或强制令以及工人反抗行动（**供应商**及其雇员之间的争议引起的工人反抗行动除外）。

Force Majeure Event in respect of a party, means an event beyond the reasonable control of that party, which has not been caused by its conduct or negligence, including (without limitation) acts of God, actions of any government authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, court orders or injunctions and industrial action (other than industrial action arising from a dispute between the Supplier and its employees).

- (h) 就某个特定**供应合同**而言，**货物**系指适用于该**供应合同**的**采购订单**中规定或描述的**货物**或**软件**。

Goods in respect of a given Supply Contract, means those goods or software specified or described in the Purchase Order applicable to that Supply Contract.

- (i) **知识产权**系指**供应商**在其履行**供应合同**时创造的、或由**供应合同**产生的所有**知识产权**及**所有权**（无论是否注册）。

Intellectual Property Rights means all intellectual property and proprietary rights (whether registered or unregistered) created by the Supplier in the Supplier’s performance of the Supply Contract, or otherwise arising out of the Supply Contract.

- (j) 就某个特定**供应合同**而言，**价格**系指相关**采购订单**中规定的、根据**本条款和条件**供应的**货物**和/或**服务**应支付的金额。

Price in respect of a given Supply Contract, means the amount payable for Goods and/or Services supplied under these Terms and Conditions, which is specified in the corresponding Purchase Order.

- (k) **采购订单**系指**客户**以**客户**批准的表格形式不时签发的**订单**，其规定了**客户**要求**供应商**供应的**货物**和/或**服务**以及**货物**被送达的时间和地点，**送货要求**（如有）和**客户**应为**货物**支付的金额。

Purchase Order means an order issued by the Customer, in a form approved by the Customer from time to time, which specifies the goods and/or services that the Customer requests the Supplier to supply, the required date by, and the location to which, those goods are to be delivered, the requirements for such delivery (if any) and the amount(s) payable by the Customer for such goods.

- (l) 就某个特定**供应合同**而言，**服务**系指适用于该**供应合同**的**采购订单**中规定或描述的**服务**。

Services in respect of a given Supply Contract, means the services specified or described in the Purchase Order applicable to that Supply Contract.

- (m) **供应商**系指相关**采购订单**中提及的人或实体，是**客户**要求的**货物**和/或**服务**的**供应商**。

Supplier means the person or entity named in the applicable Purchase Order as the supplier of the Goods and/or Services required by the Customer.

- (n) **供应合同**系指**客户**和**供应商**之间的**合同**，当**供应商**接到特定**采购订单**时成立，可以采用**书面**、**口头**或**行为**形式，在该**合同**下，**供应商**同意按照**采购订单**规定的**条款**（如有）以及**本条款和条件**供应或履行**采购订单**中规定的**货物**或**服务**。

Supply Contract means a contract between the Customer and Supplier, formed when the Supplier accepts a particular Purchase Order, in writing, verbally or by conduct, under which the Supplier agrees to supply the Goods or perform the Services specified in that Purchase Order, in accordance with the terms specified in that Purchase Order (if any) and these Terms and Conditions.

- (o) 标题仅为参考之用且不影响本协议的含义；

headings are for ease of reference only and do not affect the meaning of this agreement;

- (p) 单数包括复数，反之亦然，一种性别包括其他性别；

the singular includes the plural and vice versa and words importing a gender include other genders;

- (q) 定义的**单词**或**词语**的其他语法形式具有其相应的含义；

other grammatical forms of defined words or expressions have corresponding meanings;

- (r) 对一个条款或段落的引用是对本**条款和条件**的条款或段落的引用; a reference to a clause or paragraph is a reference to a clause or paragraph of these Terms and Conditions;
- (s) 对一个文件或协议(包括本协议)的引用,包括不时取代其、改变其、或代替其的文件或协议;
- a reference to a document or agreement, including this agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (t) 对履行义务的特定时间的引用是对在履行该义务的地点的时间的引用;
- a reference to a specific time for the performance of an obligation is a reference to that time in the place where that obligation is to be performed;
- (u) 对一方的引用包括该方的签署者、管理者、承继者以及经允许的受让人;
- a reference to a party includes its executors, administrators, successors and permitted assigns;
- (v) 带有自然人含义的单词和词语包括合伙、公司实体、协会、政府和政府及地方机构; 以及
- words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies; and
- (w) 解释规则不会仅因为某一方负责起草本协议或其任何部分而对该方作不利的解释。
- rules of construction will not apply to the disadvantage of a party merely because that party was responsible for the preparation of this agreement, or any part of it.

26. 语言 Language

本**条款和条件**以中文和英文书写。两种文本均具同等效力。

These Terms and Conditions are written in both Chinese and English languages. Both texts shall be equally authentic.