

[富卓汽车内饰]**[Futuris Automotive Interiors]****生产性通用供应条款条件****PRODUCTION GENERAL TERMS AND CONDITIONS FOR SUPPLY****1. 适用的条款条件****The Terms & Conditions that apply**

- (a) 我司，富卓汽车内饰（安徽）有限公司（**购买方**），与贵司（**出售方**）之间的合同由本**条款条件**、作为本条款条件附件的任何**特别条件**、询价文件（RFQ）、**交付安排**以及向贵司发出的确定与贵司签约的**提名信**组成。

The contract between us, Futuris Automotive Interiors (Anhui) Company Limited (Buyer), and you, the Seller, comprises these Terms and Conditions, any Special Conditions attached to these Terms and Conditions, the Request for Quote (RFQ), Delivery Schedules and the Letter of Nomination sent to you confirming your appointment.

- (b) 在**购买方向出售方发出提名信**时，**购买方和出售方**之间的合同成立。

The contract between the Buyer and the Seller is formed when the Buyer sends to the Seller the Letter of Nomination.

- (c) **出售方**提出的任何条款条件均不会被**购买方**接受，会被**购买方**明确拒绝，并且对**购买方**和**出售方**之间的合同没有任何法律或其他效力。对本**条款条件**的修改必须根据下列第 27 条的规定进行。

Any terms and conditions proposed by the Seller will not be accepted by the Buyer, are expressly rejected by the Buyer, and have no legal or other effect with respect to the contract between the Buyer and the Seller. Any modifications to these Terms and Conditions will only be made in accordance with paragraph 27 below.

2. 运输和包装 Shipping & Packaging

出售方同意：Seller agrees:

- (a) 按照**购买方**的要求和适用的法律对货物进行妥善包装、标示和运输；

to properly pack, mark and ship goods in accordance with the requirements of the Buyer and applicable law;

- (b) 使用提供最低运输费用的第三方承运人，前提是该等承运人必须提供商业合理水平的服务；

to use those third-party carriers that provide the lowest transportation cost, provided that such carrier must also provide a commercially reasonable level of service;

- (c) 按照**购买方**指示安排运输路线；

to route shipments in accordance with instructions from the Buyer;

- (d) 不对货物的处理、包装、储存和运输、保护包装材料、将零部件用特殊货架/不同集装箱运送至各个场地或将任何类型的集装箱重新分配收取费用，除非订单另行说明；

to make no charge for handling, packaging, storage, the transportation of goods, protective packaging material, delivering parts to various plants in special racks/different container types or re-assignment of any kind of containers unless otherwise stated in the order;

- (e) 在**交付安排**中确定的**采购订单号**将显示在所有包装带、提单、外包装、发票以及有关这些文件的其它函件中；

that the Purchase Order Number (which will be identified on the Delivery Schedules) appear on all packing slips, bills of lading, packages, invoices and other correspondence in respect thereof;

- (f) 按照**购买方**的规格要求以及符合生产系统的要求对货物进行标示、包装并交付；并且

to identify, package and deliver goods in accordance with the Buyer's specifications and in line with the requirements of the production system; and

- (g) 根据**购买方**指示及时递送每次运输的提单原件或其他运输凭证。

to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with the Buyer's instructions.

3. 账单和付款 Invoicing & Payment

- (a) **出售方**同意按照**提名信**中列出的付款条款向**购买方**开具账单。

The Seller agrees to invoice the Buyer in accordance with the payment terms detailed in the Letter of Nomination.

- (b) **购买方**同意在**提名信**中列出的交易期限内支付所有账单，前提是**购买方**收到有效发票（中国的正式税务发票）并且收到货物或服务后。

The Buyer agrees to pay all invoices within the trading terms detailed in the Letter of Nomination, subject to the Buyer receiving a valid invoice (an official tax invoice in China, if applicable) and the Buyer receiving the goods or services.

- (c) 出售方同意接受电汇付款。

The Seller agrees to accept payment by electronic transfer of funds.

- (d) 在没有收到能证明订单下的货物或服务不存在任何留置、负担和索赔的证据时（按照**购买方**要求的形式和细节提供），**购买方**可暂不付款。

The Buyer may withhold payment pending receipt of evidence, in such form and detail as the Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under the order.

- (e) **购买方**有权将其欠**出售方**的款项和**出售方**在本合同下或其他情况下欠**购买方**的款项进行抵销。

The Buyer is entitled to set-off any amounts owed to it by Seller against any amounts owed to Seller under this contract or otherwise.

4. 交付安排 Delivery Schedules

- (a) 应按照**购买方**规定的数量和时间进行交付。**购买方**不应被要求支付超过**购买方**在**交付安排**中确定数量的货物的款项。

Deliveries shall be made both in quantities and at times specified by the Buyer. The Buyer shall not be required to make payment for goods delivered to Buyer which are in excess of quantities specified in the Buyer's Delivery Schedules.

- (b) **购买方**可因运营原因更改已确定的运输日期或提出暂停已确定的运输。无论是更改还是暂停，**出售方**都无权更改订单涉及的货物或服务的价格。关于数量和/或发货安排未明确规定的订购货物，**出售方**应按照**购买方**可能要求的数量和时间发货。

The Buyer may for operational reasons change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle the Seller to a modification of the price for goods or services covered by the order. For orders of goods where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as the Buyer may direct.

- (c) **交付安排**并非**购买方**要采购**交付安排**中规定数量（货物或服务）的承诺。**购买方**不对预计数量做出任何类型的陈述、保证或承诺。

The Delivery Schedules are not a commitment by the Buyer to purchase the quantities specified in the Deliver Schedules. The Buyer makes no representation, warranty or commitment of any kind regarding any volume projection.

5. 接受 Acceptance

如果货物或工作不符合**购买方**提供的说明书、图纸、样品或描述或**购买方**书面批准的有关说明书、图纸、样品或描述的变更、修改或调整，**购买方**没有义务接受或支付货物或工作。

The Buyer shall not be bound to accept or pay for the goods or work if the goods or work do not conform to the specifications, drawings, samples or descriptions provided by the Buyer or any alteration, amendment or adjustment thereto authorised in writing by the Buyer.

6. 拒收 Rejection

即使接受了订单中提及的任何或全部货物的交付或对该等货物予以付款，**购买方**在检查后可通过告知**出售方**货物缺陷或货物不足，从而拒收这些货物。**购买方**可将货物退给**出售方**，费用和风险均由**出售方**承担；或重新加工货物，所有费用由**出售方**承担。**购买方**在拒收和退还货物或重新加工货物时可将所有因交付拒收货物而向**购买方**收取的运输和包装费用记入**出售方**账户的借方。

Notwithstanding acceptance of delivery of any or all goods comprised in the order or payment, the Buyer, after inspection, may reject goods by notification to the Seller of defects or deficiencies. The Buyer may return goods to the Seller at the Seller's cost and risk or may rework goods at Seller's cost in all things. The Buyer may, when rejecting and returning goods or reworking goods, debit the Seller with all costs of transit and packaging charged to the Buyer for delivery of rejected goods.

7. 质量和购买方要求 Quality and Buyer Requirements

- (a) **出售方**同意参加**购买方**的供应商质量开发项目并遵守**购买方**规定的所有质量要求和程序，包括**购买方**在其全球供应商管理手册中规定（并不时修订）的适用于**出售方**的要求和程序。

The Seller agrees to participate in Buyer's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by the Buyer, including those applicable to the Seller as set out in the Buyer's Global Supplier Management Manual (as amended).

- (b) 此外，**购买方**将有权在合理的时间进入**出售方**的场地检查设施、货物、材料以及订单涉及的任何**购买方**财产。**购买方**对货物的检查，无论是在生产中还是在交付前还是在交付后的合理时间内，都不会构成对半成品或制成品的接受。

In addition, the Buyer will have the right to enter the Seller's facility at reasonable times to inspect the facility, goods, materials and any property of the Buyer covered by the order. The Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a

reasonable time after delivery, will not constitute acceptance of any work-in-process or finished goods.

8. 不可抗力 Force Majeure

任何一方延迟或无法履行其在本条款条件下的义务将被免责，如果并且只要该延迟或无法履行是由该方无法合理控制的事件或事变引起，并且并非其过错或疏忽引起，例如，仅为举例说明但不限于，天灾、任何政府机构的行为（无论有效还是无效）、火灾、洪水、风暴、爆炸、暴乱、自然灾害、战争、破坏、劳工问题（包括停工、罢工和怠工）、不能供应电力、材料、劳动设备或交通运输、或法院禁止令或法令；条件是该延迟的书面通知（包括延迟履行的预计持续期间）未经不正当延误由受影响方向另一方发出。在**出售方**延迟或无法履行期间，**购买方**可选择从其他渠道购买货物并减少从**出售方**处订购货物的数量并且无需向**出售方**承担责任；或让**出售方**从其他渠道按照**购买方**要求的数量和时间提供货物，价格依照本订单的规定。如**购买方**要求，**出售方**必须没有不当延迟地提供足够的保证，保证延迟不会超过三十（30）天。如果**出售方**不提供关于延迟将在三十（30）天内停止的足够的保证，**购买方**可立即终止订单，无需承担任何责任。

Any delay or failure of either party to perform its obligations hereunder will be excused, if, and to the extent that, it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labour problems (including lockouts, strikes, and slowdowns), inability to obtain power, material, labour, equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) will be given by the affected party to the other party without undue delay. During the period of such delay or failure to perform by the Seller, the Buyer, at its option, may purchase goods from other sources and reduce the quantities of goods ordered from the Seller, without liability to the Seller, or have the Seller provide the goods from other sources in quantities and at times requested by the Buyer, and at the price set forth in this order. If requested by the Buyer, the Seller must, without undue delay provide adequate assurances that the delay will not exceed thirty (30) days. If the Seller does not provide adequate assurance that the delay will cease within thirty (30) days, the Buyer may immediately terminate the order without liability.

9. 破产 Insolvency

如发生下列任何事件或类似事件，**购买方**可立即终止任何或全部订单，并且不用对**出售方**承担责任：

The Buyer may immediately terminate any or all orders without liability to the Seller in any of the following or any other comparable events:

(a) **出售方**无力支付其到期债务；

the Seller is unable to pay its debts as and when they fall due;

(b) 指定清算人、接收人、接收人及经理、管理人、抵押权人、破产受托人或任何其他外部破产管理人对**出售方**的企业和/或重要资产进行处置；

a liquidator, receiver, receiver and manager, administrator, mortgagee in possession, trustee in bankruptcy or any other external insolvency administrator is appointed to the undertaking and/or material assets of the Seller;

(c) **出售方**的债权人提出申请或采取措施，要求指定第 9 条中的任何人对**出售方**的企业和/或有形资产进行处置；

an application is made, or a step is taken, by any creditor of the Seller, to appoint to the undertaking and/or material assets of the Seller any of the persons listed in paragraph 9;

(d) **出售方**为其债权人利益签署或计划签署某项转让。

the Seller executes, or proposes the execution of, an assignment for the benefit of its creditors.

10. 因违约或不履约而终止 Termination for Breach or Non-performance

购买方可立即终止任何或全部订单，并且不用对**出售方**承担责任，如**出售方**：

The Buyer may terminate any or all orders, without liability to the Seller, if the Seller:

(a) 拒绝履行或违反订单的任何条款，包括**出售方**的保证；

repudiates or breaches any terms of the order, including the Seller's warranties;

(b) 未按照**购买方**在**提名信**中的规定履行服务或交付货物；

fails to perform services or deliver goods as specified by the Buyer in the Letter of Nomination;

(c) 未取得进展以至于影响准时、准确完成服务或交付货物。

fails to make progress so as to endanger timely and proper completion of services or delivery of goods.

如发生任何上述情况，**购买方**将就該不履约或违约通知**出售方**，并规定**出售方**在一个当时情况下商业上合理的期限（无论如何不得超过 10 天）改正不履约或违约情形。如**出售方**未能在规定期限

内改正不履约或违约情形，**购买方**可终止订单，无需承担责任。

Should any of the foregoing occur, the Buyer will notify the Seller of such non-performance or breach and provide the Seller with a commercially reasonable period of time under the circumstances to remedy the non-performance or breach (in no event more than ten (10) days). Should the Seller fail to remedy the non-performance or breach within the specified time period, the Buyer may terminate the order without liability.

11. 由购买方选择终止 Termination at Buyer's Option

除了**购买方**终止订单或本合同的任何其他权利外，**购买方**可出于经营原因，由其选择在任何时间以任何理由通过给予**出售方**书面通知立即终止订单或本合同的全部或任一部分。发生该等终止后，**购买方**必须向**出售方**支付下列金额，但无需重复支付：

In addition to any other rights of the Buyer to terminate an order or this contract, the Buyer may for operational reasons, at its option, immediately terminate all or any part of an order or this contract, at any time and for any reason, by giving written notice to the Seller. Upon such termination, the Buyer shall pay to the Seller the following amounts without duplication:

- (a) 已按照订单完成的所有货物或服务的、尚未支付的订单价格；以及

The order price for all goods or services which have been completed in accordance with the order and not previously paid for; and

- (b) 关于未完成的货物或服务，**出售方**在提供订单下的货物或服务过程中发生的半成品和原材料实际费用（只要该费用合理，并且可根据公认会计准则适当分配、分摊至订单的被终止部分），减去**出售方**经**购买方**书面同意而使用或出售的任何货物或材料的合理价值或费用（以金额高者为准）以及任何受损或被毁货物或材料的费用。

With respect to any goods or services which have not been completed, the actual costs of work-in-process and raw materials incurred by the Seller in furnishing the goods or services under the order to the extent such costs are reasonable in amount and are properly allocated or apportionable under generally accepted accounting principles to the terminated portion of the order; less, however the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with the Buyer's written consent, and the cost of any damaged or destroyed goods or material.

购买方不会支付**出售方**生产或采购的超出**交付安排**中批准数量的成品、半成品或原材料，或者在**出售方**标准库存中或者已经可以在市场出售的任

何未交付的货物。本条款下支付的款项不得超过**购买方**应为**出售方**根据终止日未履行完毕的交货或发货安排而生产的制成品所支付的总价。除了本条款规定之外，**购买方**：

The Buyer will make no payments for finished goods, work-in-process or raw materials fabricated or procured by the Seller in amounts in excess of those authorised in the Delivery Schedules nor for any undelivered goods which are in the Seller's standard stock or which are readily marketable. Payments made under this paragraph 11 shall not exceed the aggregate price payable by the Buyer for finished goods, which would be produced by the Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this paragraph 11, the Buyer shall not:

- (c) 不对**出售方**根据终止日未履行完毕的交货或发货安排而生产的制成品负责；

be liable for finished goods that would be produced by the Seller under delivery or release schedules outstanding at the date of termination;

- (d) 不负责支付也不需要向**出售方**支付预计利润的损失、未分摊的一般管理费用、索赔金额的利息、产品开发和工程费用、设施和设备的重新安置费用或租金、未摊销的折旧费用，以及因订单终止引起的一般管理费用，无论是直接支付或因**出售方**的分包商索赔而支付。

be liable for and shall not be required to make payments to the Seller, directly or on account of claims by the Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general and administrative burden charges from termination of the order.

自终止生效之日起六十（60）天内，**出售方**必须向**购买方**提交全面的关于终止的索赔，以及令**购买方**足以进行审计的充分资料，且随后必须立即应**购买方**要求提供补充和有关资料。**购买方**或其代理应有权对所有的账簿、记录、设施、产品、材料、库存以及**出售方**关于终止索赔的其他物品进行审计和检查。

Within sixty (60) days from the effective date of termination, the Seller shall submit a comprehensive termination claim to the Buyer, with sufficient supporting data to permit the Buyer's audit, and shall thereafter promptly furnish such supplement and supporting information as the Buyer shall request. The Buyer or its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of the Seller.

12. 使用产品和资料的许可 Licence to use Works, Materials

12.1 “知识产权”的含义 Meaning of 'Intellectual Property'

在本条款中，凡提到的“**知识产权**”包括制定法、法律、法规、条例、命令或规则赋予的所有有关发明、专利、设计、专有知识、商标、商品名、标识和式样、电路设计、保密信息以及版权的权利。

In this paragraph, a reference to **Intellectual Property** includes all rights conferred under any statute, law, regulation, order or rule in relation to and equity in and inventions, patents, designs, know-how, trade marks, trade secrets, trade names, logos and get-up, circuit layouts, confidential information and copyright.

12.2 购买方资料、有关品牌的指示 Buyer materials, directions re branding

(a) **出售方**同意出于本合同之目的提供给**出售方**的任何模具、产品、软件、文件和/或资料（**购买方资料**）中的所有知识产权由**购买方**或其客户所有，**出售方**被授予只在生产、供应作为本合同主体的货物时使用**购买方资料**的许可。未经**购买方**明确书面许可，**出售方**不得制造、出售、供应或另外向第三方处置**出售方**或以**出售方**名义使用**购买方资料**制造的任何货物。

The Seller agrees that all Intellectual Property in any tooling, works, software, documents and/or information provided to the Seller for the purposes of this contract (**Buyer Materials**) is owned either by the Buyer or its customers, and that the Seller is granted a licence to use the Buyer Materials only in the production and supply of the goods that are the subject of this contract. The Seller may not manufacture, sell, supply or otherwise dispose to a third party any goods made by, or on behalf of, the Seller using any Buyer Materials, without the express written permission of the Buyer.

(b) **出售方**将遵守**购买方**作出的有关知识产权或**购买方资料**的任何合理指示。

The Seller will comply with any reasonable direction issued by the Buyer in relation to the Intellectual Property or Buyer Materials.

12.3 使用出售方资料的许可 Licence to Use Seller Materials

(a) 受限于第 12.4 条，**购买方**同意**出售方**拥有为供应本合同主体的货物和/或完成其在本合同下义务之目的而适用的和/或由**出售方**提供给**购买方**的模具、产品、软件、文件和/或资料中（**出售方资料**）的知识产权，但是不包括应**购买方**要求提供的模具、产品、软件、文件和/或资料。

Subject to paragraph 12.4, the Buyer agrees that the Seller owns the Intellectual Property in the tooling, works, software,

documents and/or information that is applied towards, and/or provided by, the Seller to the Buyer for the purposes of supplying goods that are the subject of this contract and/or fulfilling its obligations under this contract, but excluding tooling, works, software, documents and/or information created at the request of the Buyer (**Seller Materials**).

(b) 受限于第 12.5 条和第 12.6(c)条，**出售方**授予**购买方**非专属的、永久的、免使用费的、全球范围的许可，允许其制造、让他人制造、使用、让他人使用、销售和进口作为**出售方资料**主体的制造品、组成部件、机器和过程。为明确起见，该许可包括**购买方**将**出售方资料**的使用分许可给其客户和其他供应商的权利。出于本第 12 条之目的，凡提到“**使用**”（在作为动词使用时）包括对特定**出售方资料**的应用、复制、改动、传递和传送，以及该**出售方资料**衍生物的开发和生产，并且“**使用**”一词（在作为名词使用时）将具有相应含义。

Subject to paragraphs 12.5 and 12.6(c), the Seller grants to the Buyer a non-exclusive, perpetual, royalty-free, worldwide licence to make, have made, use, have used, sell and import manufactures, compositions, machines and processes that are the subject of the Seller Materials. For the avoidance of doubt, such licence includes a right for the Buyer to sublicense the use of Seller Materials to its customers and other suppliers. For the purposes of this paragraph 12, a reference to 'use' (when used as a verb) includes the application, reproduction, adaptation, communication and transmission of particular Seller Materials, as well as the development and production of derivative works from such Seller Materials, and the words 'use' (when used as a noun) will have a corresponding meaning.

12.4 已开发材料 Developed Materials

(a) 受限于第 12.3(b)条，**出售方**同意，作为本合同的一部分，如果**出售方**应**购买方**要求开发了任何模具、产品、软件、文件和/或样品（**已开发资料**），该已开发资料中存在的所有知识产权将被转让给**购买方**，**出售方**将采取所有必要措施令本条款生效，包括签署协议以及努力获得同意或批准。

Subject to paragraph 12.4(b), the Seller agrees that if, as part of this contract, the Seller develops any tooling, works, software, documents, and/or samples at the request of the Buyer (**Developed Materials**), all Intellectual Property subsisting in such Developed Materials will be assigned to the Buyer, and the Seller will do all things, including the execution of agreements and procurement of consents or approvals, necessary to give effect to this paragraph.

(b) **购买方**同意，尽管有第 12.4(a)条，**出售方**保留在**已开发资料**的开发中使用或应用的已有**出售方资料**（**背景资料**）中存在的所有知识产权，但**出售方**授予**购买方**非专属的、不可

撤销的、免使用费的、全球范围的许可，允许**购买方**为使用并开发所有存在于**已开发资料**中的知识产权而使用该**背景资料**。

The Buyer agrees that, notwithstanding paragraph 12.4(a), the Seller retains all Intellectual Property in pre-existing Seller Materials that may have been used or applied in the development of Developed Materials (Background Materials), but grants to the Buyer a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use such Background Materials in order to use and exploit all Intellectual Property subsisting in the Developed Materials.

- (c) 保留所有有关**已开发资料**的权利，并且未经**购买方**事先书面授权，不得对该等**已开发资料**或其任何重要部分或描述进行任何形式的复制、分发、传递或传送。

All rights are reserved in connection with Developed Materials and such Developed Materials, or any substantial portion or description thereof, may not be reproduced, distributed, communicated or transmitted in any form without the Buyer's prior written authority.

12.5 嵌入式软件 Embedded Software

- (a) 出于本第 12.5 条之目的，**嵌入式软件**是指嵌入在**出售方**供应货物中的软件，该软件执行、管理这些货物的运营或其他功能，并且包括了有关该软件的证书。

For the purposes of this paragraph 12.5, Embedded Software is software that is embedded in goods supplied by the Seller, which performs or manages operating or other functions of those goods, and includes documentation in relation to such software.

- (b) 第 12.3(b)条中规定的许可不适用于**嵌入式软件**，但是**出售方**授予**购买方**永久的、免使用费的、全球范围内的许可，允许**购买方**在使用、销售、供应或对货物进行其他处置的同时，使用、修理或修复、改正并/或供应作为**出售方**供应货物的组成部分的所有**嵌入式软件**。

The licence specified in paragraph 12.3(b) does not apply to Embedded Software, but the Seller grants to the Buyer a perpetual, royalty-free, worldwide licence to use, repair or rectify, modify and/or supply all Embedded Software, which forms part of the goods supplied by Seller, in conjunction with the Buyer's use, sale, supply or other disposal of those goods.

12.6 一级、二级材料 Level One and Level Two Materials

- (a) 出于本第 12.6 条之目的：

For the purposes of this paragraph 12.6:

- (i) **一级资料**是符合下列条件的**出售方**资料

'Level One Materials' are Seller Materials that:

- A. 根据一般条款对本合同供应的货物的几何和功能特性进行定义，这些货物与**购买方**的产品和/或其客户的产品兼容；

define in general terms the geometric and functional attributes of the goods being supplied under this contract as they interface with the Buyer's products and/or products of its customers;

- B. 证实符合**购买方**为本合同下供应的货物制定的**购买方**的规格要求；并且

demonstrate conformance with the Buyer's specifications prescribed by the Buyer for the goods being supplied under this contract; and

- C. 对该货物如何同**购买方**或其客户制造的车辆的系统和环境兼容进行描述，

describe how such goods interact with the systems and environments of the vehicle(s) being manufactured by the Buyer or its customers,

为明确起见，一级资料还包括列举了上述 A、B、C 特点的有关该货物部件的**出售方**资料，以及**购买方**或其客户要求能支持其工程发布系统、包装和安装图纸的并具有功能要求的材料；并且

and include, for the avoidance of doubt, the Seller Materials setting out the details listed in subparagraphs A., B. and C. above in respect of components of such goods, and materials that the Buyer or its customers require to support their engineering release systems, package and installation drawings with functional requirements; and

- (ii) “**二级资料**”是指包含了更详细的设计和制造信息的**出售方**资料，例如“故障模式和影响分析”（包括设计故障模式和影响分析，及过程故障模式和影响分析）、设计验证计划和报告（包括检测规范、检测报告和检测数据）、P-图表和控制计划。

'Level Two Materials' are Seller Materials that include more detailed design and manufacturing information, such as 'Failure Mode and Effects Analyses' (including Design Failure Mode and Effects Analysis and Process Failure Mode and Effects Analysis), Design Verification Plans and Reports (including test specifications, test

reports and test data), P-Diagrams and Control Plans.

- (b) 双方同意除了在 第 12.3(b)条下授予**购买方**的权利之外, **购买方**还可以不受任何限制地使用**一级资料**。

The parties agree that the Buyer may, in addition to the rights granted to it under paragraph 12.3(b), utilise Level One Materials without any restriction.

- (c) 双方同意第 12.3(b)条规定的许可不适用于**二级资料**, 但是**出售方**授权**购买方**出于内部目的的使用并允许其客户使用**二级资料**的权利, 包括将**出售方**在本合同下供应的货物整合到**购买方**或其客户制造的车辆中。如**购买方**就**二级资料**提出额外权利要求, 无论是出于其自身意愿还是为完成其客户的要求或对其客户的义务, 双方将就额外权利的适当许可条款进行善意协商。

The parties agree that the licence specified in paragraph 12.3(b) does not apply to Level Two Materials, but the Seller grants to the Buyer a right to use, and to permit its customers to use, Level Two Materials for internal purposes, including the integration of goods supplied by the Seller under this contract into vehicle(s) being manufactured by the Buyer or its customers. Should the Buyer require additional rights in respect of Level Two Materials, either of its own motion or to fulfil a request from, or obligation to, its customers, the parties will negotiate in good faith the terms of an appropriate licence for such additional rights.

- (d) **出售方**必须根据**购买方**不时的要求提供所有**一级资料**, 并将允许(或提供)**购买方**合理接触由**出售方**占有、保管或控制的**二级资料**(包括交付该类资料的复印件)。

The Seller must provide all Level One Materials requested by the Buyer from time to time, and will grant (or provide) to the Buyer reasonable access (including the delivery of reference copies) to Level Two Materials that are in the Seller's possession, custody or power.

13. 知识产权侵权 Intellectual Property Infringement

出售方同意: The Seller agrees:

- (a) 对**购买方**、其高级人员、董事、员工、代理、关联公司、继承人和客户进行保护、辩护、保证其不受损害, 使其免受就下列任何诉讼、索赔或诉讼行动而产生的所有索赔、要求、损失、起诉、损害赔偿、责任及费用(包括合理律师费用), 包括由于制造、使用或销售订购的货物或服务而造成实际或涉嫌、直接或间接侵犯(或导致侵犯)任何专利、商标、版权或掩模作品权的诉讼、索赔或诉讼行动, 或因为**出售方**的行为而直接或间接造成的实际或涉嫌错误或不当地使用商业秘密引起的诉讼、索赔或诉讼活动; 并且

to protect, defend, hold harmless and indemnify the Buyer, its officers, directors, employees, agents, affiliates, successors and customers (including its customers' customers) from and against any and all claims, demands, suits, allegations, judgments, actions, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any patent, trademark, copyright or mask work right by reason of the manufacture, use or sale of the goods or services ordered, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from the Seller's actions; and

- (b) 放弃对**购买方**提起任何索赔, 包括因涉及侵犯专利、商标、版权或掩模产品权或类似侵权而对**出售方**或**购买方**提出索赔的赔偿索赔或类似索赔。

to waive any claim against Buyer including any hold harmless or similar claim, in any way related to a claim asserted against the Seller or the Buyer for patent, trademark, copyright or mask work rights infringement or the like.

14. 召回和其他现场行动 Recalls and other Field Service Actions

14.1 不合格产品 Non-Conforming Product

本合同项下供应的一件或多件货物如果被**购买方**或其客户(们)或第三方发现存在任何缺陷、与目的不相符、或不符合**购买方**为本合同对该件或该等货物制定的规格和/或不时适用的法定标准要求, 和/或违反第 28.1 条的保证, 其将被视为“不合格产品”。

A good or goods supplied under this contract will be considered a Non-Conforming Product if it or they are found, either by the Buyer, its customer(s) or a third party, to be defective in anyway, not to be fit for purpose, or not to conform to the specification for that good (or those goods) prescribed by the Buyer for this contract, and/or to legislative standards or requirements applicable from time to time, and /or to be in breach of a warranty detailed in paragraph 28.1.

14.2 合作 Cooperation

如果在一件或多件货物被安装在车辆、系统或子系统并且其支配权转给**购买方**客户(或其客户)之前或之后发现该(等)货物是**不合格产品**, **购买方**或**出售方**(视情况而定)将在发现后尽快通知另一方该(等)货物是**不合格产品**。**购买方**和**出售方**将互相全面合作以确定不合格的原因并制定及时补救的计划。

If it is discovered that a good or goods is (or are) a Non-Conforming Product before or after it has been installed in a vehicle, system or subsystem and possession has passed to the Buyer's customer (or its customer), the Buyer or

the Seller (as appropriate) will notify the other that a good or goods is (or are) a Non-Conforming Product, as soon as practicable after its discovery. The Buyer and the Seller will cooperate fully with each other to identify the cause of the non-conformity and to develop a plan for the prompt remediation of it.

14.3 现场服务行动类型 Types of Field Service Action

现场服务行动是指由于供应**不合格产品**引起的**购买方**或**购买方**的客户或该客户的代理商或其他授权修理机构的召回行动或其他现场服务行动。**出售方**承认并同意为符合任何政府或管理机构的要求（无论是否为强制性要求）或其自身出于满足客户或其他原因可提出**现场服务行动**，无论**现场服务行动**在何种情况下提出，**出售方**在本第 14 条下的义务不变。

A Field Service Action is a recall or other service action by the Buyer or by the Buyer's customer, that customer's dealers or other authorised repair facilities arising in connection with the supply of Non-Conforming Product. The Seller acknowledges and agrees that a Field Service Action may be initiated in order to comply with a requirement of any government or regulatory authority (whether or not the requirement is mandatory) or on its own for customer satisfaction or other reason, and that its obligations under this paragraph 14 will be the same irrespective of the circumstances in which such Field Service Action is initiated.

14.4 现场服务行动 Field Service Action

- (a) 如果**购买方**或**购买方**的客户或该客户的代理商或其他授权修理机构认为对于纠正**不合格产品**问题而言现场服务行为是必要的或适当的，**购买方**将通知**出售方**。如果合理可行，**购买方**将在**现场服务行动**开始前提供该通知。**购买方**在其通知中将提供进行该**现场服务行动**的原因，并在**现场服务行动**中向**出售方**提供信息。

If the Buyer, its customer, that customer's dealers or other authorised repair facilities determine that a Field Service Action is necessary or appropriate to remedy a Non-Conforming Product the Buyer will notify the Seller. The Buyer will provide this notice prior to starting the Field Service Action if it is reasonable and practicable to do so. In its notice the Buyer will provide the reasons for the conduct of that Field Service Action, and will provide information to the Seller during any Field Service Action.

- (b) **出售方**承认并同意 The Seller acknowledges and agrees that:
- (i) **购买方**，如**现场服务行动**由其提出；或
- the Buyer, where it initiates the Field Service Action; or
- (ii) **购买方**的客户，如**现场服务行动**由其、其代理商或授权修理机构提出，

the Buyer's customer, where it, its dealers or authorised repair facilities, initiate the Field Service Action,

将有权决定现场服务行动的各个方面和实施，并且**出售方**必须遵守**购买方**发出的所有指令（无论是出于其自身意愿或是为遵守其客户发出的指令）。

will have the right to determine all aspects and conduct of the Field Service Action, and the Seller must comply with all directions issued by the Buyer (whether of its own motion, or in order to comply with directions issued by its customer).

14.5 出售方对费用的责任 Seller liability for costs

出售方负责承担为纠正**不合格产品**（或产品）的不符之处而进行的**现场服务活动**（包括管理时间）的所有费用和支出，包括替换**不合格产品**的费用和支出（如这样做更有效率）。**出售方**必须就**购买方**发生的所有损失、损害赔偿、费用和/或支出对**购买方**进行偿还（包括但不限于对**购买方**客户的责任，和/或在发生**现场服务行动**时**购买方**为履行对其客户的义务而需要向该客户支付的金额，无论**现场服务行动**由谁提出）。

The Seller is liable for all costs and expenses of a Field Service Action (including management time) to remedy the non-conformity of the Non-Conforming Product (or Products), including if more efficient to do so, the replacement of the Non-Conforming Product. The Seller must also reimburse the Buyer for all losses, damages, costs and/or expenses incurred by the Buyer (including, without limitation, liability to the Buyer's customers, and/or amounts payable to the Buyer's customer in order to fulfil the Buyer's obligations to that customer in the event of a Field Service Action, irrespective of who initiated that Field Service Action).

14.6 调整出售方的初始责任 Adjustment of Seller primarily responsible

一旦提出**现场服务行动**，**购买方**和**出售方**将就第 14.5 条项下**出售方**对**现场服务行动**的财务责任的调整（如有）积极进行善意协商，应考虑各方失误的相对程度以及第三方（如适用）失误的相对程度。

Once the Field Service Action has been initiated, the Buyer and the Seller will negotiate diligently and in good faith on the extent to which the Seller's financial responsibility under paragraph 14.5 for the Field Service Action may be adjusted, if at all, taking into account the relative degree of fault of each of them and, if applicable, any third parties.

14.7 临时现场服务行动债务追偿 Interim Field Service Action debt recovery

购买方可在**现场服务行动**期间的任何时候，根据**出售方**初始或调整后的责任，向**出售方**开具**实际召回费用**的账单。该账单金额在账单日期的三十天内到期。出于本条款之目的，**实际召回费用**是

指**购买方**为进行**现场服务行动**而实际产生的零部件和劳动力的费用。

The Buyer may invoice the Seller from time to time during any Field Service Action period, in accordance with the Seller's primary or adjusted responsibility, for the Actual Recall Costs. The amount of such invoice will be due within thirty days of the date of that invoice. For the purposes of this paragraph, Actual Recall Costs means the costs of parts and labour actually incurred by the Buyer in order to undertake the Field Service Action.

14.8 最终现场服务行动债务追偿 Final Field Service Action debt recovery

一旦**出售方**在**购买方**由**现场服务行动**发生的**实际召回费用**中所占的份额确定：

Once the Seller's share of the Actual Recall Costs incurred by the Buyer as a result of a Field Service Action has been determined the Buyer will:

- (a) 如果**出售方**根据第 14.7 条支付的金额超过**出售方**在**实际召回费用**中所占份额，**购买方**将向**出售方**支付其已付金额和其在**实际召回费用**所占份额之间的差额；或

if the amounts paid by Seller under paragraph 14.7 exceed the Seller's share of those Actual Recall Costs, pay to the Seller the difference between those amounts paid and its share of Actual Recall Costs; or

- (b) 如果**出售方**在**实际召回费用**所占份额超过**出售方**根据第 14.7 条支付的金额，**购买方**可自行决定：(i) 用以上差额的部分或全部抵销任何未向**出售方**支付的款项或**出售方**将来开具的账单款项（无论是在本合同下的款项还是其他款项）；和/或(ii) 就以上差额的全部或部分向**出售方**出具账单。

if the Seller's share of those Actual Recall Costs exceed the amounts already paid by the Seller under paragraph 14.7, in its sole discretion, (i) set-off against any outstanding or future invoices issued by the Seller (whether under this Contract or otherwise) all or any part of the difference between the Seller's share of those Actual Recall Costs and the amounts already paid by the Seller under paragraph 14.7 and/or (ii) invoice the Seller for all or any part of the difference between the Seller's share of those Actual Recall Costs and the amounts already paid by the Seller under paragraph 14.7.

14.9 不承认责任 No admission of liability

购买方或**出售方**都不会被认为已承认在第 14.7 条下任何临时的**现场服务行动**债务追偿就是**出售方**根据第 14.5 条最终可能要承担的金额。双方同意，除非**出售方**在被**购买方**告知**实际召回费用**的具体计算方法和/或其对该费用的责任认定的（七）7 天内提出异议，否则**出售方**将被认为已接受有关的计算方法和/或责任的认定。**购买方**在本

条款下的权利是其享有的因**不合格产品**可向**出售方**追索的其他权利以外的权利。

Neither the Buyer nor the Seller will be deemed to have admitted that the amount of any interim Field Service Action debt recovery under paragraph 14.7 is the amount for which the Seller may ultimately be liable under paragraph 14.5. The parties agree that, unless the Seller disputes a specific calculation of Actual Recall Costs, and/or the determination as to its responsibility for those costs, within seven (7) days of being notified by the Buyer of such calculation and/or determination, the Seller will be deemed to have accepted such calculation and/or determination. The Buyer's rights under this paragraph are in addition to any other rights that it may have to recover from the Seller for Non-Conforming Products.

15. 文件和工具等 Documentation and Tools, etc.

在不限制其在第 12 条下的权利的情况下，由**出售方**出于本合同之目的开发、采购或制造并由**购买方**支付的下列物品：

Without limiting its rights under paragraph 12:

- (a) 所有工具、测量仪器、夹具和其他设备；以及

all tools, gauges, jigs and other equipment; and

- (b) 所有图纸、说明书、作品、模型和其他文件或文献（**技术文件**），无论是以电子形式还是以有形形式，

all drawings, specifications, works, models and other papers or documents (**Technical Documentation**), whether in electronic or tangible form,

均为**购买方**的专属财产，并且**出售方**必须在**购买方**要求的三个营业日内将这些工具、测量仪器、夹具、设备、技术文件交给**购买方**，并且**出售方**必须采取一切令本条款生效的必要措施。

which have been developed, purchased or manufactured by the Seller for the purposes of this Contract, and for which Buyer has paid, will be the sole property of the Buyer, and the Seller must deliver to the Buyer such tools, gauges, jigs, equipment, and Technical Documents within three business days of the Buyer's request, and the Seller must do all such things as are necessary to give effect to this paragraph.

如果订单或本合同要求**出售方**取得、开发并/或制造模具，模具的款项将按照**提名信**中规定的条款予以支付，这时该模具将成为**购买方**的财产，**购买方**即将承担费用安排对模具进行投保。

To the extent that an order or this contract requires the Seller to procure, develop and/or manufacture tooling, payment for tooling will be made in accordance with terms specified in

the Letter of Nomination, at which time such tooling will become the property of the Buyer, who will then arrange Insurance coverage at Buyer's expense.

模具上应按照**购买方**的指示永久性注明所有权的情况。模具的每个单独部分都应进行该等标注。

Tooling shall be permanently marked with details of ownership in accordance with Buyer's instructions. Each separate section of tooling must be so identified.

出售方必须在模具的产品寿命期内保存模具，不向**购买方**收取费用。但**出售方**同意，有关为**生产车辆**（如第 28.2(b)条所定义）的制造所供应的货物而使用的制造模具，**出售方**必须在整个原始设备生产期间为该车辆保留该模具，并在原始设备生产期结束后为该**生产车辆**继续保存 10 年。

The Seller must maintain the tooling, without cost to the Buyer, through its productive life. Notwithstanding the previous sentence, the Seller agrees that, in respect of tooling for the manufacture of goods to be applied in the manufacture of a Production Vehicle (as defined in paragraph 28.2(b)), it must maintain such tooling throughout the period of original equipment production for that vehicle and for a period of ten (10) years after the end of original equipment production for that Production Vehicle.

在完成或取消订单时，**出售方**应，在被要求时，将所有与订单或本合同有关的完工的和未完工的产品以及所有工具、测量仪器、夹具和其他设备以及所有图纸、CD 和说明书和其他如上述已付款或将付款的文件交给**购买方**。

On completion or cancellation of the order, the Seller shall, when required to do so, deliver to the Buyer all finished and unfinished work relevant to the order or this contract and all such tools, gauges, jigs and other equipment and all drawings, CD's and specifications and other papers paid or to be paid for as aforesaid.

16. 广告 Advertising

未经**购买方**事先书面同意，**出售方**不得以任何方式对**出售方**已签约向**购买方**提供本合同中定购的货物或服务这一事实进行宣传或公布，或在**出售方**的广告或促销材料中使用**购买方**的任何商标和商号。如**出售方**违反本规定，**购买方**有权终止订单涉及的任何货物或服务的未交付部分，并且无需再支付其他款项，终止之前交付的合格货物或提供的服务除外。

The Seller shall not, without first obtaining the written consent of the Buyer, in any manner advertise or publish the fact that the Seller has contracted to furnish the Buyer the goods or services herein ordered, or use any trademarks or trade names of the Buyer in the Seller's advertising or promotional materials. In the event of the Seller's breach of this provision, the Buyer shall have the right to terminate the undelivered portion of any goods or services covered by the order and shall not be required to make further payments except for

conforming goods delivered or services rendered prior to termination.

17. 遵守法律 Compliance with Laws

出售方，以及**出售方**供应的任何货物，必须遵守目的地所在国的所有适用法律、规则、法规、命令、公约、条例、标准或与货物的制造、标签、运输、进口、许可、批准或证明有关的所有适用法律、规则、法规、命令、公约、条例、标准，包括有关环境问题、工资、工作时间和条件、分包商选择、歧视、职业健康/安全以及汽车安全的法律、规则、法规、命令、公约、条例、标准。印花税（如有）由**出售方**支付。应**购买方**要求，**出售方**必须提供书面证明，表明其遵守任何或所有上述法律、规则、法规、命令、公约、条例、标准。

The Seller, and any goods supplied by the Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances standards of the country of destination or which relate to the manufacture, labelling, transportation, importation, licensing, approval or certification of the goods, including those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Stamp duty, if any, is payable by the Seller. At the Buyer's request the Seller shall certify in writing its compliance with any or all of the foregoing.

18. 无暗示免于追究 No Implied Waiver

任何一方在任何时候未要求另一方履行订单的任何规定不得影响此后在任何时候要求该履行的权利，任何一方对违反订单任何规定的免于追究也不得构成对将来违反该订单或任何其他规定的免于追究。

The failure of either party at any time to require performance by the other party of any provision of the order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this order constitute a waiver or any succeeding breach of the same or any other provision.

19. 双方关系 Relationship of Parties

出售方和**购买方**是独立的缔约方，本合同中的任何内容既不能让任一方无论出于何种目的成为另一方的代理或法定代表人，也不会授权任一方代表另一方或以其名义承担或设立任何义务。

The Seller and the Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf or in the name of the other.

20. 法律和司法管辖权 Law and Jurisdiction

本合同应依照**提名信**发出地所在地（如**购买方**在该信函上的地址所示）的法律解释，并且本合同下产生的任何争议或争论只能提交对该地具有司法管辖权的法院。但是，《联合国国际货物销售合同公约》的规定不应适用于本合同或本合同下的任何交易。

This contract shall be constructed in accordance with the laws of the state from which the Letter of Nomination is issued as shown by the address of the Buyer on that letter, and any disputes or controversies arising under this contract may be brought only before the court(s) having jurisdiction for that location. The provisions of the United Nations Convention on Contracts for the International Sales of Goods, however, shall not apply to this contract or any transactions hereunder.

21. 使用模具、资料等的限制 Restrictions on use of Tooling, Data, etc.

未取得**购买方**事先书面批准，**出售方**不可在为任何第三方制造货物时使用**购买方**支付的或由**购买方向出售方**提供的有关**出售方**为**购买方**制造、销售订单项下货物的模具、工具、测量仪器、固定装置或说明书。本限制即使在**出售方**停止为**购买方**制造货物时仍适用。

The Seller, without having first obtained the approval of the Buyer in writing, shall not use in the manufacture of goods for any third party any of the dies, tools, gauges, fixtures, drawings and/or specifications which are paid for by the Buyer or are supplied to the Seller by the Buyer in connection with the manufacture and sale by the Seller to the Buyer of the goods covered by the order. This restriction applies even though the Seller ceases to make the goods for the Buyer.

22. 转让 Assignment

未经**购买方**事先书面同意，**出售方**不得转让其在订单下的权益或委托他人代理其在订单下的义务。**购买方**可任意转让其在订单下的权益或委托他人代理其在订单下的义务。**出售方**特此不可撤销地同意该等转让或委托，且必须签署**购买方**要求的任何文件从而使该等转让或委托生效。

The Seller may not assign the benefit or delegate the obligations under this contract without the Buyer's prior written consent. The Buyer may assign the benefit or delegate the obligations under this contract at its discretion. The Seller hereby irrevocably consents to that assignment or delegation and must execute any documents required by the Buyer to give effect to such assignment or delegation.

23. 审计的权利 Right to Audit

尚未确立稳定或固定的价格时，**出售方**，如被要求，应向**购买方**提供有关费用的相关记录供其审

计。**购买方**及其客户（或其各自的代表）保留在双方商定的时间对**出售方**的制造过程和使用的系统进行审计的权利。

Where a firm or fixed price has not been established, the Seller's records relating to charges are to be made available, if required, for audit by the Buyer. The Buyer and its customers (or their respective representatives) reserve the right to audit the manufacturing process and systems employed by the Seller at a mutually agreed time.

24. 进口部分 Imported Content

根据客户（汽车制造商）或法律规定，**出售方**应在被要求的期间内，向**购买方**或**购买方**指定的其他方告知产品中进口部分的性质和价值以及为进口材料支付的关税。

In accordance with customer's (the vehicle manufacturer) or legislated requirements, the Seller shall inform the Buyer or other parties as directed, and at intervals as requested, of the nature and value of imported content within a product as well as duties paid on imported materials.

25. 产品变化 Product Changes

购买方对**生产部件样品**进行批准后，**出售方**不应**对货物或服务进行影响**下列事宜的改动：

After approval of **Production Part Samples** by the Buyer, the Seller shall make no changes to such good(s) or service(s) which affect:

- (a) 功能运营; functional operation;
- (b) 可互换性; interchangeability;
- (c) 产品寿命期; life;
- (d) 清理; clearance;
- (e) 安装; installation;
- (f) 资料, materials,

除非**出售方**已在对该等产品变化前将该变化提交**购买方**并获其批准，这种情况下，**出售方**必须提供证明文件，表明(a)到(f)项事宜未因提交**购买方**考虑的变化而受到不利影响。

unless submitted to and approved by the Buyer, prior to introduction of such change. In such instances, the Seller must provide supporting documentation that items (a) through (f) are not adversely affected by any such changes submitted for consideration.

如**出售方**不遵守上述规定，**购买方**保留以下权利：

In the event of non-compliance with the above the Buyer reserves the right to:

- (g) 作出取消该变化的指令；
direct that such changes are rescinded;
- (h) 拒收存在该等变化的货物；
reject shipments incorporating such changes;
- (i) 将由该变化引起的**保证**和有关费用转移给出售方承担；
transfer Warranty and associated costs resulting from such changes to the Seller;
- (j) 终止任何或所有订单和本合同。
terminate any or all orders and this contract.

- (a) 在所有方面均符合图纸、说明书、工作说明、样品和其他描述以及**购买方**已经出具、提供或批准的适用于**产品**的要求；
conform in all respects to the drawings, specifications, statements of work, samples and other descriptions and requirements applicable to the Products that have been issued, provided or approved by the Buyer;
- (b) 符合出售**产品**或装配了**产品**的车辆的所有国家的所有相关的有效法规；
comply with all relevant regulations in force in all countries where the Products or vehicles equipped with the Products are to be sold;
- (c) 是可以销售的；
be merchantable;
- (d) to the extent that the Seller has been engaged by the Buyer to undertake responsibility (wholly or partially) in respect of the design of the Products, be free of defects in design (even if the design has been approved by the Buyer and/or its customer);

26. 不可分割性 Severability

如果依照任何法律、法规、条例、行政命令或其他法律原则，本订单的任何条款无效或不可执行，该等条款应被视为删除，但只需删除到符合该等法律、法规、条例、行政命令或其他法律原则的程度，本订单的其他规定保持全面有效。

If any term of this order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed deleted but only to the extent necessary to comply with such statute, law, regulation, ordinance, order or rule and the remaining provisions of this order shall remain in full force and effect.

在**购买方**委托**出售方**（全面或部分）承担**产品**设计方面的责任情况下，在设计上不存在任何缺陷（即使设计已经**购买方**和/或其客户批准）；

- (e) 在材料和工艺方面不存在任何缺陷；
be free of defects in materials and workmanship; and
- (f) 适用于**购买方**及其客户（如有）的使用目的，包括在零件、系统、子系统和**购买方**指定的车辆位置方面以及**产品**运作或被合理期待运作的环境中的具体表现。
will be suitable for their intended use by the Buyer, and its customer (if any), including the specified performance in the component, system, subsystem and vehicle location specified by the Buyer and the environment in which the Products are, or may reasonably be expected, to perform.

27. 完整合同 Entire Agreement

本合同（如第 1(a)条所定义）构成**出售方**和**购买方**之间就本合同所涉问题的完整协议，取代所有先前的口头或书面陈述和协议。只能通过**购买方**出具的采购订单修订对订单或本合同进行修改。

The contract (as defined in paragraph 1(a)) constitutes the entire agreement between the Seller and the Buyer with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. An order or this contract may only be modified by a purchase order amendment issued by the Buyer.

28. 保证 Warranty

28.1 出售方有关产品的保证 Seller's warranty regarding Products

出售方保证在保证期（在第 28.2 条、第 28.3 条或第 28.4 条有所定义）内，本合同下供应的产品（**产品**）：

The Seller warrants that during the Warranty Period (which is defined in either paragraph 28.2, 28.3 or 28.4), the products supplied in respect to this contract (Product) will:

28.2 在生产车辆中使用的产品的保证期 Warranty Period for Products used in Production Vehicles

- (a) **出售方**同意**生产车辆**上安装或使用的**产品**的**保证期**从这些**产品**被交付给**购买方**之日开始，到下列日期（以后发生者为准）结束：

The Seller agrees that for Products installed or used in a Production Vehicle, the Warranty Period begins on the date those Products are delivered to the Buyer and expires on the date that is the later of:

- A. **新车保证期**结束时；或

when the New Vehicle Warranty ends; or

- B. 在**产品**被安装或供应的汽车所在地的法律或法规规定的期限到期时；或

the period, mandated by statute or regulation in the place(s) in which the vehicle, in which such Product is installed, is supplied, expires; or

- (b) 出于本第 28.2 条之目的：

For the purposes of this paragraph 28.2:

- (i) **生产车辆**是有关**产品**被供给的**购买方**客户目前正在生产的车辆；

a **Production Vehicle** is a vehicle currently being produced by the customer of the Buyer to whom the relevant Products are being on-supplied;

- (ii) 双方同意即使该**产品**是代理商在新车上安装的配件，第 28 条下给予的有关**产品**的保证仍适用；并且

the parties agree that the warranty given in respect of Products this Section 28 applies even if such Products are dealer-installed accessories on new vehicles; and

- (iii) **新车保证**是有关**产品**被供给的**购买方**客户提供给其终端客户的基本保证。**新车保证**涵盖指定车辆、其零部件，以及**购买方**客户免费提供给该终端客户的延长保证。**新车保证**不包括该终端客户可能另外购买的非强制性延长保证。

the **New Vehicle Warranty** is the basic warranty offered by the customer of the Buyer to whom the relevant Products are being on-supplied. The **New Vehicle Warranty** covers the specific vehicle, its components and parts, plus any extended warranty coverage provided by the customer of the Buyer to its end customer at no charge. The **New Vehicle Warranty** does not include any optional extended warranty that may be purchased separately by that end customer.

28.3 服务和替换配件的保证期 Warranty Period for service and replacement parts

由**出售方**提供的将作为服务或替换部件安装、使用或出售的**产品**的保证期从这些**产品**被交付给**购买方**之日开始，在下列日期（以后发生者为准）终止：

For Products supplied by the Seller to be installed, used or sold as service or replacement parts, the Warranty Period begins on the date those Products are delivered to the Buyer and expires on the date that is the later of:

- (a) **购买方**客户就该**产品**提供的保证期结束的日期；

the date on which the period of warranty, offered by the customer of the Buyer for such Products, ends;

- (b) 适用于该**产品**的相关**新车保证**的剩余期限结束日期；或

the date on which the period remaining under the applicable **New Vehicle Warranty** covering such Products ends; or

- (c) **产品**被安装、使用或出售的车辆所在地所适用的法律法规规定的时效更长、范围更广的保证期所确定的结束日期。

the date on which any longer or broader statutory or regulatory requirement, applying in the place where the vehicle in which such Products are installed, used or sold, ends.

28.4 旧车配件的保证期 Warranty Period for Used Vehicle Accessories

由**出售方**提供的将作为配件安装、使用于或出售给旧车的**产品**的**保证期**从这些**产品**被交付给**购买方**之日开始，在下列日期（以后发生者为准）终止

For Products supplied by the Seller to be installed, used or sold as accessories for used vehicles, the Warranty Period begins on the date those Products are delivered to the Buyer and expires on the date that it the later of:

- (a) **购买方**客户就该**产品**提供的保证期结束的日期；或

the date on which the period of warranty, offered by the customer of the Buyer for such Products, ends; or

- (b) **产品**被安装、使用或出售的车辆所在地所适用的法律法规规定的时效更长、范围更广的保证期所确定的结束日期。

the date on which any longer or broader statutory or regulatory requirement, applying in the place where the vehicle in which such Products are installed, used or sold, ends.

28.5 保证期变更 Variation of Warranty Period

出售方承认**购买方**的客户可能会在**提名信**之日后变更**新车保证**或该客户就**产品**提供的任何其他保证，**出售方**同意：有关**出售方**向**购买方**提供的供其向**购买方**客户供应的**产品**，本合同中提到的保

证期将随之变更，以符合该客户对**新车保证**或其他保证（视情况而定）进行的变更。

The Seller acknowledges that a customer of the Buyer may, subsequent to the date of the Letter of Nomination, vary the New Vehicle Warranty, or any other warranty offered by that customer in respect of the Products, and agrees that, in respect of Products supplied to the Buyer for on-supply to a customer of the Buyer, references in this contract to the Warranty Period will be references to the Warranty Period as varied to accord with that customer's variation of the New Vehicle Warranty or other warranty (as the case may be).

28.6 因违反保证而引起的出售方的责任 Seller liability arising from warranty breach

出售方同意，如果其向**购买方**提供的任一**产品**违反了第 28.1 和第 28.8 条规定的任何保证，**出售方**必须就该违约引起的任何及一切索赔、要求、起诉、检控、判决、诉讼、责任、损失、赔偿、费用和支出（包括合理的律师费）对**购买方**及其高级员工、董事、雇员、代理人、关联公司、继承人和客户（包括客户的客户）进行保护、辩护、保证其不受损害并向其赔偿。**出售方**对**购买方**的责任包括：

The Seller agrees that where it supplies a Product to the Buyer that breaches any of the warranties in paragraph 28.1 and 28.8, the Seller shall protect, defend, hold harmless and indemnify the Buyer, its officers, directors, employees, agents, affiliates, successors and customers (including its customers' customers) from and against any and all claims, demands, suits, allegations, judgments, actions, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees) arising out of such breach. The Seller's responsibility or liability to the Buyer will include:

- (a) 根据**购买方**决定，替换或修理涉及违约的**产品**，费用由**出售方**承担；并/或

at the election of the Buyer, providing a replacement Product or repairing the Product that is the subject of the breach, at the cost of the Seller; and/or

- (b) 作为欠**购买方**的债务，支付由于安装或使用涉及违约的**产品**而造成的**购买方**实行任何损害修理或更换零部件时实际产生的零部件费用、劳动力费用及支出。

the payment, as a debt due to the Buyer, of the Buyer's costs of parts and labour and charges actually incurred in effecting any repairs of damage, or replacement of parts, caused as a result of the installation or use of the Product that is the subject of the breach.

本条款的任何规定均不应被视为**购买方**免除或放弃其因**出售方**违反第 28.1 和第 28.8 条下的保证而根据合同、侵权法或制定法所拥有的任何其他权利。

Nothing in this clause will operate as a release or waiver by the Buyer of any other rights available to it under contract, tort or statute

arising from the Seller's breach of warranty under paragraph 28.1 and 28.8.

28.7 长久耐用性要求 Long Term Durability Requirement

如果**购买方**就特定**产品**发出的订单中包括了对该**产品**的长期耐用性规格要求（例如，要求该货物符合规格 10 年），**产品**必须符合这些规格，并且这些规格将被视为附加于**出售方**在本条款和第 14 条的义务。

If an order issued by the Buyer in respect of particular Products includes long-term durability specifications for such Products (for example, a requirement that Products meet specifications for ten (10) years), the Products must conform to those specifications, and those specifications will be considered as an addition to the obligations of the Seller under this paragraph and paragraph 14.

28.8 出售方有关运营的保证 Seller's warranty regarding operations

出售方保证每次其交付本合同或订单下的**产品**时：

The Seller warrants that, on each occasion it delivers Products under this contract or an order:

- (a) 其遵守本合同所列出的所有要求；并且

it has complied with all of the requirements set forth in the contract; and

- (b) 供应给**购买方**的**产品**不存在任何产权负担、留置或抵押。

those Products are supplied to the Buyer free from all encumbrances, liens and other charges.

29. 语言 Language

本**条款条件**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 are equally authentic.