

DRAEXLMAIER Group Global Terms and Conditions of Purchase

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DRAEXLMAIER 集团 全球采办条款与条约

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Definitions

- **Buyer** means the party which places the order for the purchase of Products (as defined below) or Tools (as defined below).
- **Supplier** means the party with which the order for the purchase of Products (as defined below) or Tools (as defined below) is placed.
- **Products** means the production goods, products, works and services covered by the Purchase Contract (as defined below) including without limitation all production and service parts, components, assemblies, accessories, raw materials, portions, items, repairs, replacements and substitutions thereof.
- **Purchase Contract** means any contract between Buyer and Supplier for the purchase of Products and their delivery from Supplier to Buyer.
- **Binding Offer** means any Supplier's offer to enter into a Purchase Contract with Buyer.
- **Nomination Letter** means Buyer's acceptance of Supplier's Binding Offer.
- **Purchase Order** means any order for the purchase of Products by Buyer, including Buyer's Release Schedules.
- **Release Schedule** means any document that describes the required quantity of Product and the times of delivery (e.g. delivery call-offs).
- **Price Sheet** means a price information sheet issued by Buyer to Supplier documenting negotiated prices in series
- **Buyer's Plant** means the plant of Buyer as

定义

- **买方** 即下订单购买产品（定义见下文）或工具（定义见下文）的一方。
- **供应商** 即接受购买产品（定义见下文）或工具（定义见下文）订单的一方。
- **产品** 即采办合同（定义见下文）覆盖的生产商品、产品、工作与服务，包括但不限于所有生产和服务部分、组件、配件、附件、原材料、部件、道具、维修、更换与替换。
- **采办合同** 即买方与供应商之间为采购产品和供应商交货给买方而签订的合同。
- **实盘** 即供应商与买方订立采办合同的报盘。
- **提名信** 即买方接受了供应商的实盘。
- **采购订单** 即买方发出的购买产品订单，包括买方的发货时间表。
- **发货时间表** 即说明所需产品数量与交货时间的文件（如交付撤消）。
- **报价单** 即买方发布给供应商的价格信息表，按顺序记录议定价格。
- **买方工厂** 即采办合同中指明的买方所有工厂。
- **第三方** 即除去买方或供应商的自然人、公司、合伙企业、政府主管机关或其它法人实体，包括客户（定义见下文）。
- **最终客户** 即购买了由客户（定义见下文）生产的客户车辆（定义见下文）的第三方。
- **客户** 即买方将产品交付至的 OEM（定义见下文）、1 级供应商或购买者。

indicated in the Purchase Contract.

- **Third Party** means any natural person, corporation, partnership, governmental authority or other legal entity, including Customer (as defined below), other than Buyer or Supplier.
- **Final Customer** means the Third Party that purchases the Customer Vehicle (as defined below) produced by Customer (as defined below).
- **Customer** means any OEM (as defined below), any Tier 1 Supplier, or any purchaser to which Buyer delivers Products.
- **OEM** means original equipment manufacturer, i.e. car manufacturer.

1. Terms and Conditions; Scope; Buyer's Affiliates

- a) Supplier has read and understands the DRAEXLMAIER Group Global Terms and Conditions of Purchase including its Annexes (together, the "**Terms and Conditions**") and agrees that the Terms and Conditions shall apply exclusively to all purchases of Products by Buyer from Supplier and to all Purchase Contracts. No other provisions, in particular Supplier terms and conditions, shall apply, irrespective of whether or not such provisions have been expressly rejected by Buyer or if Buyer, having knowledge of such other provisions, effects contractual performance without reservation. In the event of a conflict between the DRAEXLMAIER Group Global Terms and Conditions of Purchase and its Annexes, the DRAEXLMAIER Group Global Terms and Conditions of Purchase shall prevail unless stipulated otherwise in an Annex.
- b) Upon Buyer's and/or its affiliated companies' request, Supplier shall supply Products to affiliates within the meaning of Sections 15 et seq. of the German Stock Corporation Act (*Aktiengesetz*, the "**Affiliates**") of Buyer on the terms and conditions set forth herein. Any Purchase Order placed by an Affiliate and any Purchase Contract resulting therefrom shall create an independent

- **OEM** 即原始设备制造商，也就是汽车制造商。

1. 条款和条件；适用范围；买方分公司

- a) 供应商已阅读和理解《DRAEXLMAIER（德科斯米尔）集团全球采办条款和条件》及其附录（及“**条款和条件**”）并同意该条款和条件仅适用于买方从供应商处的所有产品采办以及采办合同。没有其它规定，尤其是供应商条款和条件，可以在此适用，不论此类规定是否由买方明确拒绝，或买方获悉此类规定，无条件地对合同履行产生影响。如果《DRAEXLMAIER 集团全球采办条款与条件》及其附录之间产生冲突，则以《DRAEXLMAIER 集团全球采办条款与条件》为准，除非附录中另有规定。
- b) 一经买方及/或其分公司要求，供应商就应根据本文所列条款与条件将产品供应给第 15 节以及下列《德国股份公司法》（*Aktiengesetz*, 即**分公司**）中所指的买方分公司。任何由分公司所下订单或所产生的采办合同应仅在分公司与供应商之间建立一种独立的合同关系。买方不受此关系中其分公司义务的约束，也不对该种义务进行负责或承担。

contractual relationship solely between the Affiliate and Supplier. Buyer shall not be bound by or be responsible or liable for any of its Affiliate's obligations in this connection.

2. Offer; Acceptance

- a) Supplier's offers are Binding Offers to enter into a Purchase Contract with Buyer. Offers shall be made in response to Buyer's Requests for Quote (**RFQ**) and in text form (including fax and e-mail) or by electronic data interchange ("**EDI**") through Buyer's eSourcing Portal.
- b) The Supplier's Binding Offer is accepted by the Buyer by the issuance of a Nomination Letter. The Nomination Letter shall be signed by Buyer and Supplier and is the authorization for the Supplier to sell and deliver Products to Buyer in accordance with specific Purchase Order. The Nomination Letter shall not create an obligation for the Buyer to purchase specific volumes of Products from the Supplier.
- c) After the Nomination Letter has been signed by both Parties, Buyer shall issue an individual Purchase Order to Supplier to enter into individual Purchase Contracts. Any Purchase Order which is not expressly rejected within five (5) business days shall be deemed as accepted. In addition, any expression of acceptance of the individual Purchase Order by Supplier, including Supplier's commencement of (i) work on the Products or (ii) performance of all or any portion of the services subject to the Purchase Order (the "Services"), shall constitute an acceptance of Buyer's offer and a closure of an individual Purchase Contract.
- d) Upon the execution of the Nomination Letter and for information purposes only, the Buyer issues a Price Sheet to the Supplier.
- e) Purchase Orders shall be valid only if made in text form (including fax and e-mail) or by EDI.

2. 报盘；接盘

- a) 供应商的报盘是与买方订立采办合同的实盘。报盘应与买方询价（**RFQ**）相对应，以文本形式（包括传真和电子邮件）或通过买方的电子采购入口以电子数据交换（"**EDI**"）的形式发出。
- b) 通过发布提名信，买方接受了供应商的实盘。提名信应由买方与供应商签名，也是根据特定的采购订单委托供应商将产品销售和交付给买方的授权信。提名信无法授予买家从供应商处购买特定数量商品的义务。
- c) 在双方签署提名信以后，买方应对供应商发起一份个人采购订单以订立个人采办合同。5个营业日以内，如果没有任何明确异议，则视采购订单被接受。此外，任何由供应商表示出的接受个人采购订单意愿，包括供应商（i）开工生产产品或（ii）根据采购订单（“服务”部分）提供任何服务，都等同于买方报盘的承兑及个人采办合同的关闭。
- d) 一旦提名信生效且仅用于资讯用途，买方将价格表发给供应商。
- e) 只有文字形式（包括传真和电子邮件）或通过电子数据交换生成的采购订单才是有效的。

3. Customer Requirements; Buyer Requests

- a) Where Products are sold, or are incorporated into goods or services that are sold, by Buyer to a Customer (the "**Customer Goods**"), whether directly or indirectly through an upper tier supplier or any other Third Party (the "**Upper Tier Supplier**"), Supplier shall take such steps, provide such disclosure, comply with such requirements and do all other things as reasonably requested by Buyer to meet its obligations under the terms and conditions of any contract or purchase order or other document between Buyer and Customer (or Upper Tier Supplier, respectively), (the "**Customer Terms**") that may be applicable. This may include Supplier accepting changes to the Purchase Contract corresponding to the respective Customer Terms, including without limitation changes to provisions on delivery, packaging and labeling requirements; defective Products and applicable limitation periods; intellectual property rights and indemnifications; access to records; and replacement and service parts. If necessary to perform a Buyer request, Buyer shall provide Supplier with information regarding the applicable Customer Terms, provided that such information is non-confidential; upon Buyer's request, Supplier shall use best efforts to procure information regarding the applicable Customer Terms.
- b) Buyer shall reimburse Supplier for reasonable costs in connection with Buyer Requests, provided that Supplier (i) informs Buyer of such costs prior to performing the respective Buyer Request and (ii) provides to Buyer a detailed and auditable report about the actions taken and costs incurred. If Supplier's costs are reduced by a Buyer Request, Supplier shall notify Buyer in writing immediately and the price agreed between Buyer and Supplier shall be reduced accordingly.
- c) If Customer directed, recommended or requested that Supplier shall be the source from which Buyer shall obtain Products: (i) Buyer shall pay Supplier for Products only after, and in proportion to, Buyer's actual receipt of payment from Customer for Customer Goods; and (ii) any extension of the payment terms agreed between

3. 客户需求; 买方要求

- a) 产品销往哪里, 或纳入销售的商品或服务, 由买方到客户 ("**客户产品**"), 不管是直接还是通过上级供应商或其他第三方 ("**上级供应商**") 间接销售, 供应商应采取此类措施, 提供此类公开信息, 遵守此类要求以及完成所有其它由买方提出的合理事宜以履行其在 ("**客户条款**") 适用合同或采购订单或买方与客户 (或各自的上级供应商) 之间签署的其它文件中的义务。这可能包括供应商接受与各客户条款相对应的采办合同变动, 包括但不限于交货规定、包装与标签要求的变化; 残次品和适用的时效期; 知识产权与赔偿; 访问记录; 以及重置和服务部分。如有必要执行买方要求, 买方应向供应商提供关于适用客户条款的信息, 条件是此类信息是非机密性的; 一经买方要求, 供应商应尽最大努力获取与适用客户条款有关的信息。
- b) 买方应报销供应商与买家请求有关的合理费用, 条件是供应商在执行各个买方请求之前 (i) 通知了买方此类费用且 (ii) 向买方提供了关于采取行动与产生费用的详细可审计报告。如果买方要求降低供应商费用, 供应商应立即以书面形式通知买方且买方与供应商之间议定的价格也应作出相应降低。
- c) 如果客户指示、推荐或要求供应商应作为买方获取产品的来源: (i) 只有在买方从客户处实际收取了客户产品货款支付, 买方才应按照相应的比例向供应商支付产品费用; 以及 (ii) 客户与买方就该客户产品所议定的延长付款期限应自动将买方与供应商之间的付款期限延长相同时间。买方应通知供应商各

Customer and Buyer for those Customer Goods shall automatically extend the payment terms between Buyer and Supplier by the same amount of time. Buyer shall inform Supplier about the identity of the respective Customer, relevant payment terms agreed with Customer, payments received from Customer, any default of Customer and any agreed extension of the payment terms, provided that such information is non-confidential. Within three (3) business days of any reduction in price or change to the specifications or other terms agreed between Supplier and Customer affecting Products, or products, works or services equal or similar to Products, and reducing the agreed price for Products, Supplier shall notify Buyer in writing and the price agreed between Supplier and Buyer shall be reduced accordingly, provided that no change shall be binding on Buyer without Buyer's written consent.

- d) Supplier shall, with immediate effect, adjust its invoices to reflect any price reduction pursuant to the foregoing provisions.

4. Quality Requirements

Supplier shall comply with Buyer's **Quality Requirements for Production Material** set forth in Annex 1.

5. Sourcing Limitations

Unless the Nomination Letter stipulates otherwise, Buyer shall have the right to obtain Products or similar products, works and services from a Third Party or from Buyer's internal sources.

6. Subcontractor

- a) Without Buyer's prior written consent, Supplier shall not subcontract or delegate the performance of any deliveries, works or services. Supplier shall remain responsible and be liable for the performance of any approved subcontractor and shall ensure that any approved subcontractor (i) follows all agreed quality assurance measures (including without limitation the Quality Requirements for Production Material set forth in Annex 1) so that Products delivered

个客户的身份、与客户议定的相关付款期限、从客户处收到的款项、客户的违约以及议定的付款期限延长，条件是此类信息为非机密性的。对产品产生影响的价格降低或规定改变或供应商与客户之间议定的其它条款改变，或与产品类似的商品、工作或服务，以及降低产品议定价格的 3 个营业日内，供应商应以书面形式通知买方，而供应商与买方之间议定的价格也应作出相应降低，条件是没有买方的书面同意，任何变动都无法对买方产生约束力。

- d) 供应商应立即行动，对其发票作出调整以反映依据上述规定作出的价格降低。

4. 质量要求

供应商应遵守附录 1 中提出的《买方生产材料质量要求》。

5. 采购限制

除非提名信另行规定，买方应有权从第三方或买方内部来源获取产品或相似商品、工作和服务。

6. 转包商

- a) 如果没有事先获得买方的书面许可，供应商不得将交货、工作或服务执行转包或委托给其他方。供应商应对任何获批转包商的表现负责并确保获批转包商 (i) 遵循所有议定的质量保证措施 (包括但不限于附录 1 中陈述的“生产材料质量要求”) 以便使交付给买方的产品达到议定的品质要求; 且 (ii) 获悉并遵循所有商定的加工说明以及检测方案。为此, 供应商应定期按买方指示对获批转包商以

to Buyer meet the agreed quality standards; and (ii) possesses and follows all agreed process instructions and test plans. For this purpose, Supplier shall carry out inspections or on-site audits of the approved subcontractor and any sub-suppliers on a regular basis and as directed by Buyer.

- b) Supplier shall take all reasonable steps to enable Buyer to audit Supplier's subcontractors and sub-suppliers and shall reasonably assist Buyer with such audits.

7. Volume Projections

Any estimates, forecasts or projections of volumes or quantities of Products provided by Buyer (the "Estimates"), including but not limited to Estimates provided in Buyer's Release Schedules, are non-binding. Estimates are provided for informational purposes only and are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time, including without limitation due to changes in Customer's requirements. Buyer does not assume any responsibility or liability with respect to the accuracy or completeness of any such Estimates.

8. Buyer's Commitment of Purchase

- a) The commitment of purchase from Buyer to Supplier is determined in the Buyer's Release Schedules. Unless otherwise agreed between Buyer and Supplier, the Buyer's commitment of purchase includes two (2) weeks of finished Products and two (2) weeks of semi-finished Products and Product related raw materials.
- b) Buyer shall have no respective obligation to purchase, except to the extent agreed in the Purchase Contract.

9. Delivery Terms

- a) Unless otherwise agreed in the Purchase Contract, deliveries shall be made FCA Incoterms 2010 to the place of delivery specified in the Purchase Contract.
- b) Deliveries shall be made in quantities, at the

及次级供应者进行视察或现场审计。

- b) 供应商应当采取一切合理的措施以确保买方对供应商的转包商和次级供应商进行审核并应就此类审核对买方作出合理的帮助。

7. 产量推测

由买方提供的、对产品产量或数量进行的估计、预测或推测（“估量”），包括但不限于买方发货时间表内的估量规定，是没有约束力的。估量仅供信息参考且基于大量的经济和商业因素以及变量和假设基础上，这些因素的一部分或全部可能会随着时间的推移而发生变化，包括但不限于由于客户要求的变化。买方不承担与此类估量有关的精确性或完整性的任何责任。

8. 买方购买承诺

- a) 买方对供应商作出的购买承诺在买方发货时间表中有所规定。除非买方和供应商之间另有协定，买方购买承诺包括 2 周的成品与 2 周的半成品和与产品相关的原材料。
- b) 除采办合同中议定的商品外，买方没有义务去购买其它产品或物料。

9. 交货条款

- a) 除非采办合同中另行商定，应由《国际贸易术语解释通则 2010》中标明的 FCA（货交承运人）交付到采办合同中指定的交货地点。
- b) 按照采办合同和买方每周的发货时间表（如适用）中指定的数量、日期和地点、期限内

dates and places, within the periods and in the sequences (the "**Delivery Terms**") specified in the Purchase Contract and in Buyer's weekly Release Schedules (as applicable).

- c) If the Purchase Contract does not specify the quantities, or specifies the quantities as "blanket order", "as released", "as scheduled", "as directed", "subject to Buyer's release schedules" or in a similar manner, then, during the term of the Nomination Letter, Supplier shall deliver such quantities on such delivery dates or in such delivery periods or sequences as specified in the Release Schedules provided to Supplier by Buyer from time to time in reference to the respective Nomination Letter or in accordance with Buyer's delivery call-offs, and at the prices and on the other terms specified in the Nomination Letter; provided that Buyer shall purchase no less than one piece or unit of each Product and no more than one hundred percent (100%) of Buyer's requirements of Products.
- d) Delivery dates, periods and sequences agreed in the Purchase Contract shall be binding. Buyer and Supplier agree that time is of the essence and acknowledge that Buyer is dependent upon deliveries immediately prior to the production of Customer Goods. Thus, Supplier shall deliver Products "just-in-time" and "just in sequence" (as applicable). The foregoing provisions shall also apply to delivery dates, periods and sequences specified in a Release Schedule. In the case that Buyer is responsible for transportation, Supplier shall have Products ready in sufficient time to allow for loading and shipping.
- e) The standard for determining whether the delivery schedule or delivery date, period or sequence has been kept is the receipt of Products at the place of delivery specified in the Purchase Order.
- f) Buyer may reject and return at Supplier's expense and risk (i) any delivery of Products (or portion thereof) which is received before the delivery date, period or sequence, (ii) any partial deliveries or (iii) any excessive quantity of Products. The same shall apply to deliveries received after the delivery date, period or sequence. Alternatively, Buyer may accept deliveries in the foregoing cases,

和顺序（“交付条款”）进行交货。

- c) 如果采办合同没有指定数量，或将数量指定为“总订单”、“视发货而定”、“视安排而定”、“视指示而定”、“按照买方发货时间表”或类似种类，那么，在提名信生效期间，供应商将按照买方提供给供应商且与提名信相关的即时发货时间表中指定的交货数量、交货日期或交货期限或顺序进行交付或根据买方的交付取消，根据提名信中指定的价格和其它条款进行交货，条件是买方购买不少于一件产品或产品部件且购买不超过买方产品要求的 100%。
- d) 采办合同中议定的交货日期、期限以及顺序应有约束力。买方和供应商就时间的重要性达成共识并承认生产客户产品之前，买方行动视依交货而定。因此，供应商应“及时”且“顺时化”交付产品（如适用）。上述规定同样适用于发货时间表中指定的交货日期、期限和顺序。在买方负责运输的情况下，供应商应留出充足的时间准备好产品以备装载和运输。
- e) 决定是否保持原有交货时间表或日期，期限或顺序的标准是在采购订单中指定的交货地点收到产品。
- f) 买方可以拒绝并退还（i）交货日期、期限或顺序之前收到的交付产品（或其一部分）以及（ii）部分交付或（iii）过量的产品，费用和 risk 由供应商承担。该规定同样适用于交货日期、期限或顺序以后的交付。另外，买家可以接受上述情况中的交货，只要议定的

provided that the agreed payment terms shall remain unaffected.

- g) Supplier shall inform Buyer immediately in writing of any actual, potential or expected delay in delivery. This shall not affect the applicable delivery dates, periods and sequences. Supplier shall use its best efforts and take all measures and precautions to minimize the effects of any such delay and shall provide written notice to Buyer of the corrective measures Supplier is taking; in particular, Supplier shall use its best efforts to preferentially fulfill its delivery obligations towards Buyer (e.g. privileged allocation to Buyer).
- h) Buyer shall be entitled to recover from Supplier all of its losses, damages (including without limitation Buyer or Customer production downtime), costs and expenses (including without limitation reasonable attorney fees) incurred as a result of Supplier's breach of the Delivery Terms, unless the breach was not caused by Supplier's fault or negligence. If Supplier, for any reason, does not comply with the Delivery Terms, Buyer at its option may (i) approve revised Delivery Terms; (ii) require, at Supplier's expense, shipment of any of the Products by a more expeditious method of transportation; or (iii) pursue any other of Buyer's rights or remedies hereunder or under applicable law. In addition, in the case of default in delivery, Buyer may terminate the Purchase Contract.

10. Packaging and Shipping

- a) Products shall be suitably, carefully and appropriately prepared for shipment and shall be labeled, packed and shipped in accordance with Buyer's "**Logistics Requirements for Production Material**" set forth in Annex 2 and in accordance with reasonable instructions of Buyer's packaging department (if any). If Products are not shipped in accordance with Buyer's Logistic Requirements and Buyer's reasonable instructions, Supplier shall reimburse and compensate Buyer for any associated losses, damages, costs and expenses, including but not limited to the excess costs and expenses detailed in Buyer's Logistics Requirements for Production Material.

付款条件不受影响。

- g) 供应商应立即以书面形式告知买方任何实际、潜在或逾期的交货延期。这不能影响到适当的交货日期、期限和顺序。供应商应尽其最大努力并采取一切措施和预防措施以将此类延期的影响最小化，并应书面通知买方其采取的补救措施；特别是，供应商应尽其最大努力以履行其对买方的交货义务（如对买方实行优先配货）。
- h) 买方有权向供应商索要因供应商违反交货条款而造成的损失、损坏（包括但不限于买方或客户的生产停工）、成本和费用（包括但不限于合理的律师费）赔偿，除非违约不是由于供应商的过错或过失而造成的。如果供应商，出于任何理由，没有遵守交货条款，由买方决定，可以（i）批准修改交货条款；（ii）要求使用更为迅速的运输方法来运输产品，费用由供应商承担；或（iii）根据适用法律追求买方的其它权利或就此作出补救措施。此外，在交付违约的情况下，买方可以解除采办合同。

10. 包装和装运

- a) 应合适、谨慎而适当地准备产品装运且根据附录 2 中所述的买方“生产材料物流要求”以及买方包装部门（如果有该部门）的合理指示进行贴唛、包装和运输。如果没有根据买方的物流要求和合理指示运输产品，供应商应就任何相关损失、损坏、成本和费用向买方作出退款和补偿，包括但不限于买方生产材料物流需求中详细说明了的多余成本和费用。

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| <p>b) Supplier shall bear all costs and expenses associated with the labeling, packaging and shipping of Products and Supplier shall not charge Buyer for any such costs and expenses, if not otherwise agreed in writing.</p> <p>c) Each shipment shall contain a packing slip (as described in Buyer's Logistics Requirements for Production Material) identifying the Products shipped and, if requested by Buyer, an appropriate certificate of analysis. If Supplier fails to provide such packing slip or certificate of analysis, Buyer may assess and analyze the delivery and charge a processing fee to Supplier.</p> | <p>b) 供应商应承担与产品贴唛、包装和运输相关的所有成本和费用，且供应商不应向买方收取此类成本和费用，如果没有另行的书面协议的话。</p> <p>c) 每一件装载货物都应包含一张装箱单（如买方生产材料物流要求所述）以识别运输的产品，并且，如果买方要求，还需附上一份相称的化验证明书。如果供应商不能提供此类装箱单或化验证明书，买方可以对交货进行估价和分析，并向供应商收取手续费。</p> |
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11. Title and Risk of Loss; Waiver of Liens

- a) Unless otherwise agreed to in writing, the title to Products and the risk of loss, destruction or damage of Products shall pass to Buyer upon delivery.
- b) All terms concerning the retention of title and any other terms regarding the Products or Tools are defined in the Buyer's "**Bailment Terms**" (Annex 4).

11. 所有权和损失风险；赦免抵押条款

- a) 除非另有书面协议，产品所有权以及损失风险、产品破坏或损害应在交货时告知买方。
- b) 所有与保留所有权相关的条款以及与产品或工具有关的任何其它条款在买方“**委托条款**”（附录 4）中有明确规定。

12. Payment Terms

- a) The agreed prices are fixed prices.
- b) The payment terms shall be sixty (60) calendar days net of timely delivery of Products and receipt of a duly and auditable invoice, unless otherwise agreed in the Nomination Letter. Insofar the German law applies to Purchase Contract and unless negotiated otherwise between Buyer and Supplier, the payment terms shall be thirty (30) calendar days net of timely delivery of goods and or performance of services and receipt of a duly and auditable invoice.
- c) Payment shall be made in the local currency at the Buyer's Plant by wire transfer unless otherwise agreed in the Nomination Letter.
- d) Buyer reserves the right to withhold payment for Products which are non-conforming to the requirements of the Terms and Conditions or the Purchase Contract until

12. 付款期限

- a) 议定的价格是固定价格。
- b) 付款期限应为 60 日历日，扣除适时的产品递送时间并应收取正式和可审计的发票，除非提名信中另有协定。在德国法律适用于采办合同的范围内且除非买方和供应商另有协商，付款期限应为 30 日历日，扣除适时的商品递送以及/或进行服务的时间，并要受正式且可审计的发票。
- c) 应在买方工厂用本地货币以电汇的形式进行付款，除非提名信中另有协定。
- d) 买方有权拒绝与条款和条件或采办合同要求不符的产品付款，直到供应商履行其所有义

such time as Supplier has fulfilled all of its obligations.

- e) Supplier may not assign its rights to payment under the Purchase Contract without prior approval from Buyer. Supplier must immediately submit written confirmation of the assignment and provide all appropriate financial information regarding the transaction and/or factoring contract to the Buyer. Supplier shall ensure that Buyer may continuously set off its claims against the factor/assignee.
- f) Payment for Products shall not constitute acceptance of Products, and all Products shall be subject to Buyer's inspection and rejection at Buyer's Plant as well as other rights of Buyer under the Terms and Conditions, the Purchase Contract or applicable law.

13. Set Off

- a) In addition to any right to set-off provided by law, Buyer and/or its Affiliates shall have the right to set-off against any amounts due to Supplier and/or its Affiliates.
- b) Set-off and exercise of a right of retention by Supplier and/or its Affiliates due to contested counterclaims or counterclaims which are not final or *res judicata* are excluded.

14. Spare Parts

After the end of series production Supplier shall sell to Buyer Products necessary to fulfill Buyer's or its Customers' service parts requirements relating to such Products. Buyer's **Spare Parts Requirements for Production Material** set forth in Annex 3 shall apply to the supply and delivery of spare parts by Supplier.

15. Tooling

Supplier shall not purchase for the account of Buyer or charge to Buyer any tools, Supplier manufactured machinery, technical information or any other items of Buyer or Buyer's Customers required for the production and testing of Products or parts thereof which are in

务。

- e) 在没有事先获得买方批准的情况下，供应商不得转让其根据采办合同进行付款的权利。供应商必须立即提交转让的书面确认并对买方提供与交易和/或保理合同有关的所有适当财物信息。供应商应确保买方可以让代理人/承让人来支付赔偿金费用。
- f) 产品付款不应等同于接受产品，且所有产品都应在买方工厂接受买方的检验、拒绝以及其它条款和条件、采办合同或适用法律中规定的买方可以进行的权利行使。

13. 抵销

- a) 除去法律规定的抵销权，买方和/或其分公司有权抵销应由供应商或其分公司支付的任何费用金额。
- b) 由于非决定性或既判案件的争议性反诉或反诉而产生的供应商抵销和扣押权行使不包括在内。

14. 配件

批量生产结束后，供应商应向买方销售于满足与此类产品相关的买方或其客户的配件要求非常必要的产品。附录 3 中所述的买方**生产材料配件要求**应适用于供应商提供及递送配件。

15. 工具

供应商不得代买方购买或向买方收取任何工具、供应商制造器械、技术信息或其它买方货物或买方客户要求生产的货物以及相关由供应商进行或由买方或其代表，或客户或其代表提供给供应商，或由买方支付供应商所有的产品或部件检测（合称“工具”）以及遵循采办合同的行为费用，除

the possession of or supplied to Supplier by Buyer or on its behalf or by Customer or on its behalf or paid for by Buyer and held by Supplier (collectively, "**Tools**"), pursuant to any Purchase Contract, unless Buyer and Supplier have executed an agreement regarding bailment of Tools as per Buyer's "**Bailment Terms**" set forth in Annex 4.

16. Intellectual Property Rights

a) Definitions:

Intellectual Property Rights, "IP Rights," means any and all copyrightable works (including software and drawings), ideas, inventions patent applications, patents, techniques, processes and discoveries, know-how, processes, compilations of information, trademarks, results of testing, results of research, design rights, alternative or improved methods of accomplishing the objectives of the Purchase Contract, and all similar or equivalent forms of protection anywhere in the world (whether separately or as part of Products).

Background Intellectual Property Rights, "Background IP Rights," means all **IP Rights** of Supplier (i) existing prior to the conclusion of the relevant Purchase Contract or (ii) created or developed during the term but not in connection with the relevant Purchase Contract; or (ii) acquired or developed after the conclusion of the relevant Purchase Contract but in a strictly independent manner and entirely outside of any work conducted under the Purchase Contract.

Foreground Intellectual Property Rights, "Foreground IP Rights," means all **IP Rights**, of Supplier that (i) are developed and/or acquired in whole or in part by Supplier, in connection with this Contract.

b) Foreground IP Rights:

It is hereby agreed that all Foreground IP Rights, whether created by Supplier individually or jointly with Buyer, shall be the sole and absolute property, in equity and law, of Buyer. In addition, the Buyer shall have the absolute right to file applications for the protection thereof

非买方和供应商已根据附录 4 中所述买方“委托条款”执行与工具寄托买卖有关的协议。

16. 知识产权

定义:

知识产权, “IP 产权”, 即任何以及所有版权作品 (包括软件和图纸)、想法、发明专利申请、专利、技术、方法与发现、专有技能、步骤、信息编译、商标、检测结果、研究结果、设计权、完成采办合同目标的替代或改良方法以及世界上所有类似或等价形式的保护措施 (无论是单独地或是作为产品的一部分)。

背景知识产权, “背景 IP 产权”, 即所有供应商的 **IP 产权**, 包括 (i) 相关采办合同订立之前的已有产权或(ii) 在此期间创造或开发但与相关采办合同无关的产权; 或 (ii) 采办合同订立以后获得或开放却完全独立并根据采办合同进行的任何工作完全无关的产权。

前景指示产权, “前景 IP 产权”, 即供应商的所有 (i) 由供应商整体或部分开发和/或获取且与合同有关的 **IP 产权**。

b) 前景 IP 产权:

在此议定所有前景 **IP 产权**, 不管是由供应商个体还是与买方联合创立的, 在权益和法律方面都应是买方仅有和绝对的财产。此外, 买方有绝对的权利就此在任何国家提出保护申请 (包括但不限于专利、使用模型、设计专利、注册设计和版权)。

(including without limitation applications for patent, utility model, design patent, registered design and copyright) in any country.

c) Background IP Rights:

Supplier shall retain all Background IP Rights. Unless otherwise agreed in writing, Supplier grants to Buyer free of charge an irrevocable, non-exclusive, perpetual, worldwide, transferable license to use Background IP Rights to make, have made, use, reproduce, modify, improve, prepare derivative works of, distribute, display, perform, offer to sell, sell and import Products, derivations and improvements thereof and/or combination of Products with other products and/or parts. The Supplier agrees that Buyer may grant a sublicense for Background IP Rights to its Affiliates and its Customers that use the Product.

d) Operation and Functions of Products:

At Buyer's request, Supplier shall furnish immediately to Buyer all other information, know-how and data (including drawings and software) which Buyer reasonably deems necessary to understand the operation of Products and to maintain Products and to resell Products, including without limitation all information and data Supplier acquires or develops in the course of Supplier's activities under the Nomination Letter. At Buyer's request, Supplier shall also discuss with Buyer or another party designated by Buyer, without restrictions on use or disclosure, any potential design, quality or manufacturing problems with Products Supplier worked on or encountered prior to the Nomination Letter.

e) Proprietary Names:

Neither of the parties shall use any of the other party's proprietary names, logos, trade names, trademarks or service marks without the prior written consent of the party which owns or controls such proprietary names or trademarks. Without Buyer's prior written consent, Supplier shall not publish in any manner through any marketing or other medium that Supplier has contracted with or has been supplying Products to Buyer, and shall not make

c) 背景 IP 产权:

供应商应保留所有背景知识产权。除非另有书面形式的商定, 供应商免费授予买方不可撤销、非排他、终身的、世界范围的、可转让许可以使用背景 IP 产权去制造、造出、使用、复制、修改、完善、准备衍生产品、分售、展示、执行、提供销售、销售和进口产品、就此作出衍生与改进和/或将产品与其它产品和/或配件相组合。供应商同意买方可以将其背景 IP 产权的从属证书授予其分公司以及使用产品的客户。

d) 产品的操作与功能:

在买方要求的情况下, 供应商应立即向买方提供买方合理地认为于了解操作、维护和转售产品是必要的的所有其它信息、专有技术和数据(包括图纸和软件), 包括但不限于在供应商活动期间, 供应商根据提名信获取或开发的所有信息和数据。在买方提出要求的情况下, 供应商还应与买方或买方委任的第三方进行商议, 关于没有使用或公开限制的、任何供应商致力于解决或在提名信前遇到的产品的潜在设计、品质或制造问题。

e) 专利商标名

在未获得拥有或掌握此类专利商标名或商标权的一方的书面许可情况下, 双方都不得使用对方的专利商标名、商标、品名、商标权或服务商标。没有事先获得买方书面同意的情况下, 供应商不得以任何形式通过任何营销或其它与供应商签订合同或向买方提供产品的媒介公开专利商标名, 也不应与买方提及公开事宜, 除非此类公开是由强制性法律提出要求的。

reference to Buyer in publications, unless such publication is required by mandatory law.

f) Intellectual Property Rights Indemnification:

Supplier warrants, represents and undertakes that the Products, supplied hereunder, do not infringe any IP Rights of any third party. Supplier shall investigate, defend, hold harmless and indemnify Buyer, its successors, its affiliates, officers, employees and Customers against any actual or alleged Third Party claims or assertions of IP Rights infringement (including misuse or misappropriation of trade secrets) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the Products or services contracted hereunder. If at any time it is alleged that the use of the Products infringe the rights of any third party, Supplier shall at Buyer's option and Supplier's cost:

- (i) modify or replace the Products in order to avoid the infringement; or
- (ii) procure for Buyer (and any relevant customer of Buyer) the right to continue using the Products; or
- (iii) repurchase the Products at the price paid by Buyer or Buyer's customer.

17. Products; Defective Products; Recall Campaigns; Remedies

- a) Products shall (i) be new, state-of-the-art and conform to the Terms and Conditions and Purchase Contract in all respects; (ii) conform to all agreed specifications, standards, drawings, samples, CAD-Data and descriptions; (iii) be merchantable; (iv) be free from any defects in design to the extent Supplier was design responsible; (v) be free from any defects in materials, in particular, fit for the agreed purpose for which Buyer intends to use Products, including the intended use for the respective Customer Good; and (vi) be free of liens, claims and encumbrances of third parties.
- b) Supplier shall perform an outgoing quality inspection of Products and create a detailed documentation thereof. After receipt of Products at Buyer's Plant where Products shall be incorporated into Buyer's product, Buyer shall inspect Products for defects in

f) 知识产权保护:

供应商授权、代表或作出保证，在此供应的产品不侵犯任何第三方的任何知识产权。供应商应调查、保护、使买方及其接任者、分公司、官员、雇员和客户免受任何第三方声称的知识产权侵犯索赔或声明（包括滥用或盗用商业机密）以及此处与契约产品或服务相关的以任何方式产生的损失和费用（包括律师和其它聘用专业人士费用）的损害和惩罚。如果在任何时候有人声称产品的适用侵犯任何第三方的权利，供应商应根据买方的选择自费：

- (i) 修改或替换产品以避免侵权；或
- (ii) 为买方（以及任何有关买方的客户）设法获得继续适用产品的权利；或
- (iii) 以买方或买方客户支付的价格买回产品。

17. 产品；残次品；召回活动；补救措施

- a) 产品应是 (i) 新的、最尖端的且符合条款与条件以及采办合同所有方面的；(ii) 符合所有议定规格、标准、图纸、样品、CAD 数据和描述；(iii) 有销路；(iv) 买方负责设计部分没有缺陷；(v) 材料没有缺陷，尤其是，符合买方想要使用商品的议定目的，包括各个消费品的预期用途；以及 (vi) 无第三方扣押权、索赔以及产权负担。
- b) 供应商应不断对产品进行质量检查并就此编制详细的文件。在产品并入买方产品的买方工厂处收到产品后，买方应在正常的经营过程中检查产品是否有瑕疵。买方应通知产品特性与数量中存在的明显偏差以及明显可见的产品损

the ordinary course of its business. Buyer shall notify obvious deviations of identity and quantity of Products and visible and obvious damage to Products without undue delay. The Buyer is only obligated to inspect and confirm the identity and quantity of the delivered packaging units. Other defects shall be notified without undue delay after being discovered. Buyer shall not be under any other inspection and notification obligations with respect to its claims for defects. Buyer reserves the right to reject Products as defective. Neither payment nor acceptance of Products shall constitute acknowledgment of the absence of defects or limit any of Buyer's rights hereunder.

- c) Buyer, at its option, may reject and return at Supplier's risk and expense Products that fail to conform to the requirements of the Terms and Conditions or Purchase Contract or are otherwise defective. Supplier shall, at Buyer's choice, render subsequent performance by repairing defective Products or replacing them with non-defective Products; the place of subsequent performance shall be either at Buyer's Plant or at any other location designated by Buyer. If subsequent performance fails within a reasonable grace period granted to Supplier by Buyer or is impossible, Buyer may, at its option, (i) terminate the Purchase Contract in whole or in part; (ii) reduce the price; or (iii) remedy defective Products or have a Third Party performing such remedial work at Supplier's expense. Subject to Buyer's inspection and notification obligations hereunder, Buyer has the foregoing rights even if the defect does not become apparent to Buyer until the manufacturing, processing, or assembly stage or later.
- d) Supplier shall bear, and reimburse Buyer for, all costs and expenses incurred by Buyer in connection with the subsequent performance, including, but not limited to costs for inspection, sorting, testing, evaluations, storage, repair, replacement, return, transport, journeys, labor and material, rectification of defects by Buyer or a Third Party, or rework as well as dismounting and installing.
- e) In addition to all other remedies hereunder or under applicable law Supplier shall be liable for, and reimburse and compensate Buyer for, any damages caused by defects,

坏, 不得延误。买方只有义务检查和确认交付的包装设备的身份和数量。发现其它瑕疵后也应及时进行通知。买方不应承担与瑕疵索赔有关的任何其它检验和通知义务。买方有权拒绝接受残次品。付款或接受产品都不等同于认可产品无瑕疵或因此对买方的任何权利产生限制。

- c) 买方可以自行选择拒绝或退还与条款和条件或采办合同要求不符或存在其它瑕疵的产品, 由供应商承担风险和费用。买方可以选择让供应商采取随后的补救措施, 通过修复瑕疵品或用合格品加以替换; 采取随后补救措施的地点可以在买方工厂或其它买方指定的地点。如果在买方授予供应商的合理宽限期内, 后续措施失败或不可能完成, 买方可以选择, (i) 完全或部分终止采办合同; (ii) 降低价格; 或 (iii) 修补残次品或由第三方执行此类修补工作, 费用由供应商承担。在此根据买方的检查和通知义务, 买方拥有上述权利, 即使直到制造、加工、组装阶段或更晚时此类缺陷才愈见明显, 为买方所知。
- d) 供应商应对买方承担或偿还所有由买方承受的与后续补救措施有关的成本和费用, 包括但不限于检查费用、分类、检测、评估、储存、修复、更换、退还、运输、行程、人力与材料、由买方或第三方进行的瑕疵修正或重做以及拆装和安装。
- e) 除去根据本规定或适用法律采取的所有其它补救措施, 供应商应负责偿还和补偿买方所有瑕疵造成的损失, 包括但不限于买方蒙受或由 (i) 生产中断和生产停工、(ii) 与产品、客

including, but not limited to, losses, damages, costs and expenses (including without limitation reasonable attorney fees) incurred by Buyer and resulting from (i) production interruptions and production downtimes, (ii) recall campaigns or other satisfaction or corrective service actions in connection with Products, Customer Goods or Customer Vehicles, whether performed by Buyer or its Customer, (iii) claims for personal injury (including death) or property damage, (iv) Customer issuing a debit memo to Buyer or other charges by Customer to Buyer as the result of defective Products, and (v) the purchase of replacement products from a Third Party.

- f) Defective Products which are discovered by Buyer or Customer prior to Customer releasing the Customer Vehicle (the "**Customer Vehicle**") for delivery to the Final Customer shall be returned to Supplier at Supplier's request and at Supplier's costs. In the event Products are discovered to be defective after Customer has incorporated such Products into a Customer Vehicle and the Customer Vehicle has been delivered to the Final Customer, Supplier is not entitled to the return of such Products and Buyer shall not be obliged to return such Products. At Supplier's request, Supplier is only entitled to the return of such Products, if and insofar as Buyer's Customer provides such Products to the Buyer. Supplier shall bear and reimburse Buyer for all costs associated with the return of such Products. Supplier agrees that the detection of defects and the determination of related losses, damages, costs and expenses resulting from such defects are done according to the applicable Customer's specific models of determining defects and specific methods of invoicing to Buyer. The data provided by Customer with respect to any defective Products shall be the conclusive evidence for the losses, damages, costs and expenses incurred by Buyer and to be reimbursed and compensated hereunder. Buyer may debit Supplier's account for any and all losses, damages, costs and expenses to be borne by Supplier pursuant to this Section 17. Supplier shall pay any amounts due and shall assume all collection costs.
- g) The limitation period for claims for defects shall begin on the date Products are delivered and shall end on the later of (i) the

户产品或客户车辆有关的召回活动或其它补偿或改正服务行动，不管此类行动是由买方还是其客户执行的、(iii) 人身伤害（包括死亡）或财产损失、(iv) 作为残次品的结果，客户向买方发放借项凭单或索要费用以及 (v) 从第三方购买替代产品而造成的损失、损坏、成本和费用。

- f) 在客户将客户车辆（“**客户车辆**”）交付给最终客户之前，由买方或客户发现的残次品应按照供应商要求退还给供应商，费用由供应商承担。如果客户将此类产品用于客户车辆之中且客户车辆已交付给了最终客户之后，发现产品有瑕疵，供应商无权退还此类产品，届时买方也不得不退还此类产品。应供应商的要求，如果买方客户将此类产品提供给了买方，供应商仅有权收回此类产品。供应商应承担并赔偿买方所有与返还此类商品相关的成本费用。供应商同意瑕疵检测以及由瑕疵造成的相关损失、损坏、成本和费用解决方法根据适用的客户确定瑕疵特定模式以及向买方提供发票的特定方法来进行。买方提供的关于任何残次品的数据应作为买方所遭受的损失、损坏、成本和费用的确凿证据并因此得到偿还和赔偿。依照第 17 节，买方可以将任何以及所有由供应商承担的损失、损坏、成本和费用记入供应商账户。供应商应支付任何到期金额并承担所有的托收成本。

- g) 瑕疵索赔的有效期限应始于产品交付的日期当天并在 (i) 由买方客户授予的任何有效期限

expiration of any limitation period granted by the Buyer's Customer, (ii) the fifth (5th) anniversary of the delivery, or (iii) any longer limitation or warranty period under the national law of any sales market into which Products and Customer Goods, respectively, are supplied.

- h) Buyer's claims for defects pursuant to this Section 17 are in addition to the statutory claims or implied warranties for defects available to Buyer. The claims for defects pursuant to this Section 17 and the statutory claims or implied warranties for defects available to Buyer may be asserted by Buyer also in respect of guarantees given by Supplier. Liability to pay damages shall be independent of fault in cases in which Supplier has given a guarantee. Any additional claims directly resulting from a guarantee given by Supplier shall remain unaffected.
- i) If reasonably requested by Buyer, Supplier shall enter into a separate agreement for the administration and processing of charge backs for defects.

18. Indemnification

- a) Supplier shall indemnify, defend and hold harmless Buyer and its Affiliates, Customers, directors, officers, employees and agents from and against any claims, liabilities, losses, damages, costs and expenses (including without limitation reasonable attorney fees) (the "**Liabilities**") arising out of or related to: (i) personal injury (including death) of any natural person (including, without limitation, Buyer's employees); (ii) the violation of any applicable product liability laws by Products and any recall campaign or other Customer satisfaction or corrective service action in which Buyer, or Customer, participates in connection with Products, Customer Goods or in connection with Customer Vehicles; and (iii) the violation by Products of any applicable law, rules, codes, industry standards and regulations (as set forth in Section 31) of the country of Buyer and other jurisdictions in which Products, and Customer Goods, are to be sold.
- b) In the case of Supplier's fault, the obligations to indemnify, defend and hold

期满、(ii) 交货的第 5 年或 (iii) 根据分别供应产品与客户产品的销售市场国家法律规定的更长的有效期限或保修期后结束。

- h) 依照第 17 节, 适用于买方的除法定瑕疵索赔或默认担保之外, 还有买方的瑕疵索赔。依据第 17 节的瑕疵索赔以及法定瑕疵索赔或默认担保可以由买方承担, 这也与供应商提供的担保有关。在供应商提供担保的情况下, 赔偿损失的责任不得有误。任何由供应商提供担保所直接造成的额外索赔不应受影响。
- i) 如果买方提出了合理要求, 供应商应订立单独的実施协议并对拒绝为瑕疵付款的行为提起诉讼。

18. 保护

- a) 供应商应保护、防止并使买方及其分公司、客户、主管、官员、雇员和代理商免受由以下因素引起或与其有关的任何索赔、债务、损失、损害赔偿、成本和费用 (包括但不限于合理的律师费用) ("**债务**") : (i) 任何自然人 (包括但不限于买方的雇员) 的人身伤害 (包括死亡); (ii) 由产品以及任何召回活动或其它由买方或客户参与的与产品、客户产品品或客户车辆有关的客户赔偿或补救服务行动而造成的违反任何适用产品债务法的行为; 以及 (iii) 产品违反了任何产品和客户产品销售的买方国家和行政辖区内的适用法律、法规、准则、行业标准和规定 (如第 31 节所述)。
- b) 在过错由供应商承担的情况下, 第 18 节 a) 规定的保护、防止和免受损害的义务也应适

harmless under Section 18 a) shall also apply with respect to Liabilities arising out of or related to damages to any property (including, without limitation, Buyer's property) or any spill, discharge or emission of hazardous wastes or substances which relate to, in whole or in part, (i) any defect of Products or any failure of Supplier to warn or any improper handling, operating or installation instructions or other act or omission of Supplier with respect to Products, or (ii) the performance by Supplier of any services for Buyer, whether on the premises of Buyer, Supplier or any Third Party or not.

- c) In the case of Supplier's fault, the obligations to indemnify, defend and hold harmless under Section 18 a) shall also apply with respect to Liabilities arising out of or related to (i) any breach of the Terms and Conditions by Supplier, (ii) any claim of a Third Party relating to Products or their quality, (iii) Products or Supplier's performance of obligations under the Purchase Contract in any other way.
- d) In the case of Supplier's fault, the obligations to indemnify, defend and hold harmless under Section 18 a) shall also apply with respect to any Liabilities arising out of or related to the violation of any Third Party IP Right by Products.
- e) Supplier's obligation to indemnify, defend and hold harmless under this Section 18 shall (i) apply regardless of whether the Liabilities arise in tort, negligence, contract, strict liability or otherwise; (ii) be in addition to the statutory indemnifications available to Buyer; and (iii) not be limited in any way by any limitation on the amount or type of Liabilities.
- f) The obligations to indemnify, defend and hold harmless under this Section 18 shall apply on first demand.
- g) In addition and not in limitation of the foregoing, Supplier shall pay interest in accordance with applicable law to Buyer on all amounts owed under this Section 18. Buyer may at its option participate in the defense of any Third Party claim against Supplier and affecting Buyer with Buyer's

用于由财产损害（包括但不限于买方的财产）或任何浪费、有害废弃物或物质排放引起或与之有关的债务，该债务的全部或部分与（i）产品的任何瑕疵或任何供应商未能提出警告或任何与产品有关的不当处理、操作或安装说明或供应商的其它行为或疏忽、或（ii）供应商向买方提供服务，无论是否基于买方、供应商或第三方的基础之上有关。

- c) 在过错由供应商承担的情况下，第 18 节 a) 规定的保护、防止和免受损害的义务也应适用于由（i）供应商违反条款与条件、（ii）第三方提起的与产品或其质量有关的索赔、（iii）根据采办合同以其它方式履行的产品或供应商的义务引起或与之有关的债务。
- d) 在过错由供应商承担的情况下，第 18 节 a) 规定的保护、防止和免受损害的义务也应适用于由侵犯任何第三方产品知识产权的行为引起或与之有关的债务。
- e) 根据第 18 节，供应商保护、防止和免受损害的义务应（i）适用，无论债务是否在侵权、疏忽、合同、严格赔偿责任或其它方面中产生的；（ii）除去法定保护外，也对买方适用；以及（iii）不就债务金额或类型以任何方式在任何有效期限内受到限制。
- f) 根据第 18 节，供应商保护、防止和免受损害的义务应适用于首次要求。
- g) 除去但不限于上述内容，供应商应根据适用法律向买方支付第 18 节中所规定金额的利息。买方可以选择参与为任何第三方的索赔向供应商提出辩护并由供应商出资，聘请自有的律师代其出庭。

own attorney at Supplier's expense.

19. Buyer's Liability

Supplier shall not be liable according to Section 18 to the extent the Liabilities are caused by negligent or intentional acts or omissions of Buyer or its Affiliates.

20. Termination for Breach, Sale of Assets or Change of Control

- a) Buyer may, upon written notice to Supplier, terminate all or any part of the Purchase Contract, without liability to Supplier, if Products are developed by Supplier for Buyer and the development is not successful.
- b) Buyer may, upon written notice to Supplier, terminate all or any part of the Purchase Contract, without liability to Supplier, if Supplier breaches any term of the Terms and Conditions or Purchase Contract which is not capable of remedy or, in the case of a breach which is capable of remedy, if Supplier does not remedy that breach within a reasonable grace period granted by Buyer. The same shall apply if Supplier fails to make progress and it is obvious that the timely and proper delivery of Products within the agreed delivery dates, periods and sequences plus a reasonable grace period cannot be effected.
- c) Buyer may terminate all or any part of the Purchase Contract upon giving at least two (2) months' prior written notice to Supplier if a Change of Control (as defined in this item below) occurs to Supplier. Change of control means with respect to Supplier: (i) the sale of all or substantially all of Supplier's assets or business relating to the Purchase Contract other than to an Affiliate; (ii) a merger, reorganization or consolidation involving Supplier or its ultimate parent resulting in a surviving entity in which at least fifty percent (50%) of the voting rights are directly or indirectly held by a person or entity which has not been an Affiliate of Supplier prior to such merger, reorganization or consolidation; or (iii) a direct or indirect acquisition by a person or entity, or group of persons or entities, acting in concert and not being an Affiliate of Supplier of more than

19. 买方债务

根据第 18 节，供应商无需为由买方或其分公司的疏忽或故意行为或遗漏而造成的债务负责。

20. 违约、出售资产或控制权变动造成的解除

- a) 如果供应商为买方开发产品且不成功，买方可以向供应商发送书面通知，即刻起解除采办合同的所有或任何部分的关系，无需对供应商承担责任。
- b) 如果供应商违反了条款和条约或采办合同的任何条款且不可补救，或如果违约可以补救但供应商没有在买方允许的宽限期内对该次违约作出补救，则买方可以向供应商发送书面通知，即刻起解除采办合同的所有或任何部分的关系，无需对供应商承担责任。该规定同样适用，如果供应商未能取得进展且在议定的交货日期、期限以及顺序和合理的宽限期内明显没有完成及时和适当的交货。
- c) 如果供应商控制权（定义见以下条款）发生变动，在至少提前 2 个月对供应商发起书面通知的情况下，买方可以解除采办合同的全部或任何部分的关系。控制权变动指的是与供应商相关的：(i) 与采办合同相关、将供应商的全部或绝大部分资产或业务出售给一个以上的分公司；(ii) 涉及供应商或其最终母公司的并购、重组和合并，导致剩余实体中至少 50% 的表决权由并购、重组和合并之前非供应商分公司的个人或实体直接或间接拥有；或 (iii) 由个人或实体或一致行动且非供应商分公司的一组人与实体直接或间接收购 50% 以上的表决权或供应商管理控制权。

fifty percent (50%) of the voting rights or of management control of Supplier.

- d) Buyer may immediately terminate all or any part of the Purchase Contract if Customer cancels underlying purchase contracts relating to Products.

21. Termination for Insolvency and Lack of Creditworthiness

Buyer may, upon written notice to Supplier, terminate all or any part of the Purchase Contract (i) in the case of insolvency of Supplier, the filing of any application for the opening of insolvency proceedings against Supplier, the refusal of such application due to lack of assets, or the appointment of a receiver or insolvency trustee for Supplier; Supplier shall reimburse and compensate Buyer for all losses, damages, costs and expenses incurred by Buyer in connection with such insolvency event of Supplier, including, but not limited to, reasonable attorney fees; and (ii) due to a lack of Supplier's creditworthiness making it obvious that the timely and proper delivery of Products within the agreed delivery dates, periods and sequences plus a reasonable grace period cannot be effected. In the event of termination, Buyer shall, without further liability, pay the price for Products delivered prior to the termination.

22. Termination for Convenience

- a) Buyer may at any time, upon written notice to Supplier, terminate any undelivered portion of any Purchase Contract. Upon receipt of Buyer's notice, Supplier shall, unless otherwise requested by Buyer, (i) terminate immediately all work under the Purchase Contract; (ii) deliver, in accordance with the Terms and Conditions and Purchase Contract, to Buyer finished Products as well as such usable and merchantable work in progress, parts and materials which Supplier produced or acquired in accordance with the Purchase Contract and which Supplier cannot reasonably use for producing goods for itself or for others; (iii) settle all related claims of its subcontractors and (sub-) suppliers; (iv) take actions reasonably necessary to protect property in Supplier's possession in which Buyer has an interest until disposal instructions from Buyer have

- d) 如果客户取消与产品相关的潜在采办合同，买方可以立即解除采办合同的全部或任何部分关系。

21. 因破产而解除合同关系以及信用缺乏

买方可以立即解除采办合同的全部或任何部分关系，如果 (i) 供应商破产、开始申请破产程序、由于缺少资产拒绝此类申请、或为供应商指派接收人或破产信托人；供应商应补偿和赔偿买方蒙受的与此类供应商破产相关的所有损失、损害赔偿、成本和费用，包括但不限于合理的律师费用；以及 (ii) 由于供应商信用缺失，导致在议定的交货日期、期限以及顺序和合理的宽限期内明显没有完成及时和适当的交货。在解除关系的情况下，买方不承担任何进一步的责任，在解除关系之前付清交付的产品费用。

22. 为方便而解除关系

- a) 买方可以在任何时间以书面形式通知供应商就任何未交付部分的采办合同货物解除关系。收到买方通知后，除非买方另有要求，供应商应 (i) 立即终止根据采办合同进行的所有工作；(ii) 根据条款和条件以及采办合同，将成品以及此类进行中的可用和可买卖工作、供应商根据采办合同生产或获取且没有为自身或其他方生产货物而合理利用的部件和材料；(iii) 解决所有转包商与 (次级) 供应商提出的相关索赔；(iv) 对供应商所有且买方拥有利息的财产采取合理的必要保护措施，直至收到买方的处理指示；以及 (v) 经买方要求，与买方合作以将产品资源转让给买方指定的替代供应商。

been received; and (v) upon Buyer's request, cooperate with Buyer to effect the resourcing of Products to an alternative supplier designated by Buyer.

- b) In the event of termination pursuant to Section 22 a), Buyer shall pay to Supplier, and Supplier shall only be entitled to, the following amounts: (i) The agreed price for all Products delivered by Supplier to Buyer prior to the termination as well as for the finished Products that conform to the requirements of the Terms and Conditions and Purchase Contract and that have not already been paid for; (ii) Supplier's reasonable actual costs for the usable and merchantable work in progress, parts and materials to be transferred to Buyer in accordance with Section 22 a); (iii) Supplier's reasonable actual costs for settling claims of its subcontractors and (sub-) suppliers, provided that the works, parts and materials provided cannot be used otherwise by Supplier; and (iv) Supplier's reasonable actual costs of carrying out its other obligations under this Section 22. In no event shall Buyer's obligations exceed the agreed prices for Products. Supplier shall use its best efforts to mitigate any costs to be paid by Buyer under this Section 22 b).
- c) Within three (3) weeks after the termination pursuant to this Section 22, Supplier shall furnish to Buyer its claims under Section 22 b), together with all supporting data necessary to calculate the claims under Section 22 b). Buyer may audit Supplier's records before or after payment to verify amounts requested by Supplier.

23. Right to Audit

- a) Upon two (2) days' notice, and without advance notice in urgent cases, Buyer shall be entitled to access all pertinent information for the purpose of auditing Supplier's invoices; Section 6 b) shall apply. Supplier shall preserve these documents for a period of one (1) year after receipt of the final payment under the Purchase Contract. In addition, and upon two (2) day's notice and without notice in urgent cases, Buyer shall be entitled to have access to Supplier's premises during normal business hours and without interfering with Supplier's

- b) 如根据第 22 节 a) 进行中止, 买方向供应商支付款项, 而供应商仅有权获取以下金额的费用: (i) 中止之前供应商交付给买方的所有产品议定价格以及符合条款和条件及采办合同要求的半成品, 以及尚未支付的货款; (ii) 供应商的合理实际进行中可用和可买卖制品、根据第 22 节 a) 转让给买方的配件和材料成本; (iii) 供应商处理其转包商以及 (次级) 供应商索赔的合理实际成本, 条件是供应商不得另行使用提供的制品、部件或材料; 以及 (iv) 供应商根据第 22 节履行其其它义务所产生的合理实际成本。买方应付金额决不能超过产品的议定价格。供应商应尽其最大努力减少由买方根据第 22 节 b) 支付的任何成本。

- c) 根据第 22 节, 中止后的 3 个星期内, 供应商应根据第 22 节 b) 将其索赔要求以及于所有根据第 22 节 b) 计算索赔金额都非常必要的支持性数据提供给买方。付款前后, 买方可以审计供应商的记录以核实供应商要求的金额。

23. 审计权

- a) 收到通知 2 天后且没有收到紧急事先通知的情况下, 出于审计供应商发票的目的, 买方有权查看所有相关信息'第六节 b) 在此适用。在收到根据采办合同支付的最终款项后, 供应商应将这些文件保留 1 年的时间。此外, 在收到通知 2 天后且没有收到紧急事先通知的情况下, 买方有权在正常营业期间查看供应商的上述各项文件且不得干扰供应商的业务已检查所有与供应商制造过程相关的有关信息, 包括但不限于所有工作、材料、存货、配件、工具、夹具、量具、模型

business in order to inspect all pertinent information regarding Supplier's manufacturing process, including, but not limited to, all work, materials, inventories, parts, tools, fixtures, gages and models and other items provided under the Nomination Letter. Supplier shall segregate its records and otherwise cooperate with Buyer to facilitate the audit.

- b) Buyer may procure information regarding Supplier's financial situation and creditworthiness from industry bodies, credit agencies and similar institutions.

24. Competitiveness

- a) Supplier shall assure that Products remain competitive in terms of costs, price, technology, design and quality with similar products. If, in the reasonable opinion of Buyer, Products do not remain competitive, Buyer may advise Supplier in writing of the area(s) in which another product is more competitive in terms of costs, price, technology, design and quality. Supplier shall have four (4) weeks to agree to sell Products at a more competitive price, or, if applicable, with comparable technology, design or quality. If Supplier does not agree, Buyer may terminate, upon written notice to Supplier, the Purchase Contract and purchase from another supplier without liability.
- b) Buyer and Supplier shall use their best efforts to implement cost savings and productivity improvements to reduce Supplier's costs, with the understanding that the savings (after financing) will be shared as follows: (i) Savings resulting from Buyer's ideas suggested solely by Buyer (including without limitation savings resulting from the reduction in the content of Products) shall be for the sole benefit of Buyer and (ii) savings resulting from ideas suggested by Supplier or created by Supplier and Buyer shall be equally shared.

25. Insurance

- a) Supplier shall maintain insurance coverage as reasonably requested by Buyer and in any case in amounts adequate and

和其它根据提名信提供的物品。供应商应将记录分离并与买方合作配合审计工作。

- b) 买方可以从行业机构、信贷机构以及类似的机构获取与供应商的财务状况和信用有关的信息。

24. 竞争力

- a) 供应商应确保产品在成本、价格、技术、设计和质量方面与类似产品相比有一定的竞争力。如果，买方的合理意见认为产品不具有竞争力，买方可以以书面形式对供应商提出建议，关于在该领域，哪一种产品在成本、价格、技术、设计和质量方面更有竞争力。供应商有 4 周的时间来同意以更具有竞争力的价格或，如果适用，类似的技术、设计或品质来销售产品。如果供应商不同意，买方可以通过书面通知解除与供应商之间的采办合同关系并从其他供应商处进行购买，无需承担相关责任。
- b) 买方和供应商应尽其最大努力以实现成本节约和生产力的提高，从而降低供应商成本，同时了解到节约下来的部分（融资后）将以如下方式进行分配：（i）根据买方单独提出的意见所节省的金额（包括但不限于减少产品内容物所节省的金额）应为买方的独家获益以及（ii）根据供应商或供应商与买方一起提出的意见所节省的金额应平分。

25. 保险

- a) 供应商应根据买方的合理要求进行投保，且保险总额在任何情况下都应为充足及为买方

acceptable to Buyer, in particular to protect against possible risks arising out of Products or in connection with the Purchase Contract. Supplier shall promptly provide a confirmation of coverage showing the amount of coverage, policy numbers and date of expiration and shall require the insurance company, broker or agent to give Buyer adequate written notice of any lapse or cancellation of any policy.

- b) If applicable in certain jurisdictions (e.g. U.S.A., United Kingdom), Buyer shall also be shown as an additional insured on the comprehensive general liability policy reflected on the certificate of insurance if services are to be performed on Buyer's premises.
- c) Buyer shall have the right to procure such insurance upon agreement with Supplier and Supplier shall reimburse Buyer for all costs and expenses of procuring such insurance.

26. Force Majeure and Labor Disruptions

- a) To the extent Buyer or Supplier is unable to perform its obligations under the Purchase Contract due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; wars; or sabotage (together, "**Force Majeure**"), as soon as possible (but no more than one (1) full business day) after the occurrence, Supplier or Buyer, as applicable, shall provide written notice describing such Force Majeure event and informing the other party of the anticipated duration of the event and the time within which the event will be cured. Supplier shall inform Buyer immediately once the Force Majeure event has been cured.
- b) During any delay or failure to perform by Supplier due to Force Majeure, Buyer may, without liability: (i) purchase Products from other sources and reduce its purchases from Supplier by such quantities, without liability; or (ii) terminate all or parts of the Purchase

所接受的，尤其是为防止产品或与采办合同相关的潜在风险所投保。供应商应及时提供投保确认，显示投保金额、保单号、有效期并要求保险公司、经纪人或代理人以书面形式适时通知买方保单失效或作废。

- b) 如在某些司法管辖区适用（如美国、英国），也应向买方出示保险证明中反映的额外投保的综合责任险保单，如果服务是由买方执行的话。
- c) 买方应有权与供应商协议后获取此类保险且供应商应偿付买方获取此类保险所产生的成本和费用。

26. 不可抗力以及劳动中断

- a) 在一定程度上，由于发生超出其合理掌控且不是由于其错误或疏忽而造成的事件或事故，买方或供应商不能按照采办合同履行其义务，例如：天灾、制约因素、禁令、强制优先权或分配或由政府当局采取的行动；禁运；火灾；爆炸；自然灾害；骚乱；战争；或总工（统称为“**不可抗力**”），此类事件发生后尽可能短的时间内（不超过 1 整个营业日），供应商或买方，如果适用，应提供书面通知，对此类不可抗力事件进行描述并告知另一方该时间的预计持续时间或平定期限。一旦不可抗力事件平息，供应商应立即通知买方。
- b) 由于不可抗力事件造成的供应商延工或停工期间，在无需承担责任的情况下，买方可以：（i）从其它来源购买产品并相应地减少从供应商处的购货量，无需承担责任；或

Contract.

- c) In addition, Supplier at its expense shall take all actions reasonably required by Buyer to ensure that in the event of any anticipated labor disruption, strike or similar event or resulting from the expiration of Supplier's labor contracts, an uninterrupted supply of Products to Buyer is ensured; Supplier shall immediately inform Buyer of any disruption. If, upon request of Buyer, Supplier (i) fails to provide within ten (10) days (or such shorter period as Buyer requires) adequate assurances that any disruption will not exceed four (4) weeks or (ii) informs Buyer that the disruption lasts longer than four (4) weeks, or (iii) the disruption actually lasts longer than four (4) weeks, Buyer may terminate the Purchase Contract without liability.
- d) Supplier agrees that a change in cost of materials, components or services based on market conditions, supplier actions or contract disputes with its sub-contractors and (sub-) suppliers will not be considered Force Majeure and will not excuse non-performance by Supplier, whether for commercial impossibility or otherwise.
- e) Where, due to Force Majeure, Buyer is prevented from accepting delivery of Products or performing other obligations under the Purchase Contract, Buyer may defer acceptance or performance of such other obligation for the duration of the impediment.

27. Rights and Remedies; No Waiver

Buyer's rights and remedies under the Terms and Conditions and Purchase Contract shall be cumulative and in addition to any other rights, remedies and implied warranties provided by law. No delay or failure by Buyer in the enforcement of any provision of the Terms and Conditions or Purchase Contract shall constitute a waiver thereof, and no waiver of any provision of the Terms and Conditions or Purchase Contract shall constitute a waiver of any other provision.

(ii) 解除全部或部分采办合同关系。

- c) 此外，供应商应自费采取买方合理要求的所有行动以确保发生任何预期劳动中断、罢工或类似事件或供应商劳动合同到期导致的类似事件的情况下，能够保证对买方的产品供应不间断；供应商应立即就任何中断通知买方。如果，经买方要求，供应商 (i) 未能在 10 天之内 (或买方要求的更短期限) 提供适当的保证，确保任何中断不会超过 4 星期或 (ii) 通知买方该中断持续时间超过 4 周、或 (iii) 该中断实际持续时间长于 4 周，买方可以无责任终止采办合同。
- d) 供应商同意，材料成本、基于市场条件上的组件或服务、供应商行动或与其转包商和 (次级) 供应商产生的合同纠纷中发生的变动不被视为是不可抗力时间，供应商也不能以此作为借口不去履行义务，不管是否是无法办到的商业事件。
- e) 在由于不可抗力事件，买方无法接受交付的产品或根据采办合同履行其它义务的情况下，买方可以在阻碍期间推迟验收或履行此类义务。

27. 权利以及赔偿；不得放弃权利

条款和条件以及采办合同中规定的买方权利和赔偿是可以累积的，此外还有法律规定的其它权利、赔偿以及默认担保。买方执行条款和条件或采办合同条款的任何延误或失败都不等同于放弃权利，而不放弃条款和条件以及采办合同条款中规定的权利也不等同于放弃其它条款中所规定的权利。

28. Assignment

- a) Supplier may not assign any of its rights and obligations under the Purchase Contract in whole or in part without Buyer's prior written consent. Section 12. e) remains hereto unaffected.
- b) Buyer is entitled to assign its rights and obligations, in whole or in part, to Affiliates.

29. Notices

All notices, claims and other communications to Buyer required to be in writing shall be sent by certified or registered mail to the address at Buyer's Plant. Supplier's failure to provide any notice, claim or other communication to Buyer in the manner and within the time periods specified in the Terms and Conditions and Purchase Contract shall constitute a waiver by Supplier of the respective rights and remedies.

30. Relationship of Parties

Supplier and Buyer are independent contracting parties and nothing in the Terms and Conditions or Purchase Contract shall make either party the agent, distributor, partner, joint ventures or legal representative of the other, nor do the Terms and Conditions and Purchase Contract grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

31. Compliance with Law

Supplier guarantees that it will comply with all applicable laws, the International Bill of Human Rights, the principles and rights set by the International Labour Organization (ILO) in its "Declaration on fundamental principles and rights at work", rules, codes, the DRAEXLMAIER sustainability policy for supplier in its latest version, regulations, orders or industry standards of the country of Buyer, the country in which the Products are manufactured and/or delivered to, and other jurisdictions in which Products, and Customer Goods, are to be sold, including, but not limited to, such laws, rules, codes, regulations, orders or industry standards that (i) relate to the manufacture, disposal, labeling, transportation, importation, exportation, licensing, approval or certification of Products,

28. 转让

- a) 没有事先获得买方书面许可的情况下，供应商不得将其采办合同中规定的权利和义务进行全部或部分转让。在此第 12 节不受影响。
- b) 买方有权将其权利和义务全部或部分地转让给其分公司。

29. 通知

所有要求以书面形式给买方的通知、要求和其它沟通都应通过有保证的或已注册的邮件方式发送到买方工厂的地址。供应商没有根据条款和条件以及采办合同指定的方式和期限向买方提供任何通知、要求或进行其它沟通等同于放弃其相应的权利和补偿。

30. 各方关系

供应商和买方是独立的缔约方，条款和条约或采办合同中没有规定指明任何一方为另一方的代理人、经销商、合作伙伴、合资企业或法定代表人，也不赋予任何一方代表另一方或以另一方的名义承担或创造义务的权利。

31. 遵守法律

供应商保证遵守买方国家、产品生产国和/或交付国，以及产品、客户产品所销往司法辖区内所有适用法律、国际人权宪章、国际劳工组织《工作中基本原则和权利宣言》中所规定的原则和权利、规则、规范、《德科斯米尔供应商可持续发展政策》最新版本、法规、命令或行业标准，包括但不限于 (i) 与制造、处理、贴标、运输、进口、出口、许可、批准或产品认证相关的、(ii) 与环境保护、数据保护、隐私、工资、工作时间和工作条件、分包商选择、歧视、职业健康/安全以及机动车安全相关的、(iii) 与任何相关且适用的管理洗钱、反腐败、反贿赂、反恐工作、贸易禁运和经济制裁有关的此类法律、规则、规范、法规、命令或行业标准。供应商确保无论是其本身还是其转包商以及（次级）供应商在供应产

(ii) relate to environmental protection, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety, (iii) relate to any relevant and applicable international laws that regulate money laundering, anti-corruption, bribery, anti-terrorism efforts, trade embargos and economic sanctions. Supplier guarantees (i) that neither it nor any of its subcontractors and (sub-) suppliers is involved in human trafficking, will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, (ii) that it and any subcontractors and (sub-) suppliers guarantee freedom of association and collective bargaining in the supply of Products including without limitation the provision of services. At Buyer's request, Supplier shall certify in writing its compliance with the foregoing. Supplier shall indemnify and hold Buyer harmless from and against any claims, liabilities, losses, damages, costs and expenses (including without limitation reasonable attorney fees) arising from or relating to Supplier's noncompliance with this Section 31.

32. Withholding Tax

- a) Insofar as a legal regulation requires that a withholding tax and/or any other comparable duties or levies be withheld by the Buyer in connection with the services provided by Supplier (such as delivery of goods, performance of services, licensing of rights), and these must be paid to the state or the government authority, the Buyer shall be entitled to deduct the due amount of withholding tax and/or of any other comparable duties or levies from the agreed remuneration. In such cases, the Buyer shall owe the payment of remuneration less the due amount of withholding tax and/or any other comparable duties or levies.
- b) In cases where the Buyer has already paid the gross amount of remuneration without deduction of withholding tax and/or of any other comparable duties or levies, the Supplier shall be obligated to reimburse the paid amount of withholding tax and/or any other comparable duties or levies paid in connection with the remuneration to the Buyer and shall indemnify the Buyer hereby against.

品、包括但不限于提供的过程中：(i) 不参与人口贩卖、不使用儿童、奴隶、囚犯或任何其他形式的强迫或非自愿劳动，或对雇员进行虐待或从事腐败的商业行为；(ii) 确保自由结社和集体谈判。经买方要求，供应商应以书面形式确保信守上述承诺。供应商应保护并使买方不受产生于或与供应商与第 31 节规定的不符行为而造成的任何索赔、债务、损失、损坏、成本和费用（包括但不限于合理的律师费用）。

32. 预扣所得税

- a) 只要法律条例要求缴纳与供应商所提供有关（例如交付商品、提供服务、授予权利）且由买方代扣的预扣所得税以及/或任何其它类似关税或课税，而且此类税费必须支付给国家或政府当局，买方应有权从议定的报酬中扣除到期的预扣所得税以及/或任何其它类似关税或课税税费金额。在这种情况下，买方应支付减去到期的预扣所得税以及/或任何其它类似关税或课税税费后的报酬。
- b) 在买方已经支付了薪酬总额却没有从中扣除预扣所得税以及/或任何其它类似关税或课税税费的情况下，供应商有义务将支付的与薪酬相关的预扣所得税以及/或任何其它类似关税或课税金额偿付给买方，并就此向买方作出赔偿。

c) To the extent that the right of collection of withholding tax and/or of any other comparable duties or levies is limited, in whole or in part, by inter-governmental agreements, the Supplier shall immediately submit all documentation (e.g. the tax residency certificate, exemption certificate) which is the necessary prerequisite for any complete or partial exemption from withholding tax to the Buyer.

c) 在一定程度上，政府间协议对收取预扣所得税以及/或任何其它类似关税或课税税费权利的全部或部分有所限制，供应商应立即向买方提交所有完全或部分免除预扣所得税所必须的文件（如税收居留证书、豁免证书）。

33. Governing Law, Jurisdiction and Venue

The terms of the Purchase Contract, including these Terms and Conditions, is to be construed according to the laws of the country (state/province if applicable) of the Buyer's principle place of business as shown by the address of the Buyer on the Purchase Order, unless negotiated between the Parties in writing otherwise. The terms and conditions set forth by the United Nations Convention for the International Sale of Goods (CISG) are hereby expressly excluded.

33. 准据法、管辖权和审判地

采办合同的条款，包括该条款和条件，是要根据采购订单上显示的买方主要营业地地址所在国家（周/省，如适用）的法律来理解的，除非各方之间另有书面协商。《联合国公约》中规定的国际货物销售条款和条件（《联合国国际货物销售合同公约》）在此明确排除在外。

34. Severability

If any provisions of the Terms and Conditions or Purchase Contract is declared or found to be unenforceable or invalid, the validity of the remaining provisions shall not be affected thereby.

34. 可分离性

如果《条款和条件》与《采办合同》中的任何条款被宣称或发现是无法执行或无效的，剩余条款的有效性则不受影响。

35. Modifications

No modifications and amendments to the Terms and Conditions and Purchase Contract shall be valid or binding unless made in writing. This also applies to the cancellation of this written form requirement.

35. 条款修订

对《条款和条件》以及《采办合同》作出的任何修订和修正，除非以书面形式确认，否则是无效的。这也适用于作废该书面形式要求。

In the event of any conflict between the English version and the translation of this document, the English version shall prevail.

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