

## Annex 4 of the DRAEXLMAIER Group Global Terms and Conditions of Purchase

### DRAEXLMAIER Group Bailment Terms

Revision 3, dated May 1, 2018

## DRAEXLMAIER 公司全球销售条款附件 4

### DRAEXLMAIER 公司托管条款

2018 年 5 月 1 日第 3 版

#### Recitals

Buyer desires to purchase and Supplier desires to sell certain Products which pertain to Buyer's business. In connection with the production of Products to be sold to Buyer, Supplier may receive from Buyer or produce certain tools, machinery and equipment which are or shall become the property of Buyer or its Customers.

Now therefore, Supplier and Buyer agree as follows:

#### 1. Applicability

Any Tools, Supplier Manufactured Machinery (as defined below), Technical Information (as defined below) or any other items of Buyer or Buyer's Customers required for the production and testing of Products or parts thereof which are in 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 including, without limitation, all of the items listed in the Buyer's RFQ referenced in Exhibit A (collectively, the "**Machinery**"), are subject to the provisions set forth in this Agreement. Supplier agrees to assume actual physical control over the Machinery as custodian at the will of Buyer. Any Machinery, unless explicitly otherwise agreed in writing, shall remain or become (as applicable) the sole and exclusive property of Buyer or Customer as the case may be, and Supplier shall have no right or interest except for the limited rights provided in this Agreement.

Customer, when referred to herein, shall be entitled but shall not be under any obligation

#### 说明条款

对于某种买方有意购买且供应商有意销售的产品，均属买方业务范畴。对于要销售给买方的产品的生产，供应商会收到买方提供的某些工具，或自己制造某种工具、机械和设备，这些设备均归属于买方或其客户所有。

在此，供应商和买方达成以下协议：

#### 1. 适用范围

所有买方或买方客户针对产品或部件的生产或测试需求而要求供应商生产的设备（如下），提供的技术信息（如下）或其他产品均由买方或其客户提供，或均归属于买方及其客户，或由买方支付，且由供应商保存，所有项目均在买方的报价申请（在证 A 中引用，统称为“**机械**”）中有明确说明，且均受本协议的制约。供应商同意按照买家的意愿，作为托管人对机械承担实体控制。除非有书面明确规定，所有设备均归买方或其客户唯一专有，除本协议规定的有限权利外，供应商对其不具有所有权或其他利益。

所有在此提到的客户，都应对其进行授权，但在本协议下不承担任何责任。客户拥有的以下所有权利，都不在客户与供应商单独拟定权利之内（如适用）。

under this Agreement. Any rights of Customer hereunder are in addition to any rights separately agreed between Customer and Supplier (if applicable).

## 2. Term

The term of this Agreement shall be as long as is necessary for the purposes set forth herein. This Agreement may be terminated by Buyer at any time in its sole discretion upon giving written notice to Supplier and even if such termination makes it impossible for Supplier to produce or manufacture Products as agreed; in such case, Supplier shall be released from its delivery obligation under the Purchase Contract unless the termination by Buyer has been caused by Supplier's breach of this Agreement or the Terms and Conditions.

## 3. Use and Preservation of Machinery; Changes

During the term of this Agreement, Machinery, including without limitation the Technical Information, shall be used (i) exclusively by Supplier and exclusively for the development, manufacture and creation of Products for Buyer (as agreed) and (ii) according to Buyer's specifications, standards, and instructions and (iii) for no other purpose whatsoever. Upon expiration or termination of this Agreement, any and all rights of Supplier to use the Machinery shall immediately cease and the Machinery shall be returned to Buyer as herein provided.

Supplier shall use the Machinery in a professional, careful and proper manner and with the diligence of a prudent business man, and shall comply with all applicable laws and regulations. Supplier shall maintain the Machinery in immaculate condition and keep it in good repair. Supplier shall maintain and update the Machinery so that it always reflects the latest valid drawing revision level. Supplier shall not permit maintenance of the Machinery including off-site maintenance by subcontractors without Buyer's prior written approval.

Supplier shall bear any risks arising out of the possession and operation of the Machinery. Unless otherwise agreed in writing, the costs for the continuing maintenance and repair of the Machinery shall be borne by Supplier. Supplier shall bear all costs associated with the risk of

## 2. 协议期限

出于以下原因考虑，本协议条款期限应尽可能延长。买方有权随时向供应商发出书面声明，并终止本协议。终止该协议可能会导致供应商无法按协议制造和生产约定的产品，因此，供应商应不再履行购买合同中约定的交付义务，除非此次买方终止协议是由供应商违反销售协议约定所导致的。

## 3. 设备的使用与保存；更改

在本协议有效期内，所有设备包括但不限于技术信息，应 (i) 专供供应商使用并用于为买家研发、生产、创造产品（按合同约定）且 (ii) 按照卖家的使用规范、标准和说明来使用，(iii) 不用于其他用途。该协议到期或即将终止时，按照本合同规定，供应商对设备的所有使用权都应立即解除，且设备应立即返还给买家。

供应商应以专业、严谨、得当的方式对设备进行操作和使用，且时时以勤奋、谨慎的商人角色严于律己，严格遵守所有适用的法律法规。供应商应保持机械设备运行良好，维修得当。供应商应时时对设备进行维护和更新，使其能长期保持最新的有效状态。供应商在没有得到买方书面同意的情况下不得让其他分包商（包括不在现场）对设备进行维护。

供应商应承担对设备进行保存和操作所带来的一切风险。除非有书面协议，否则所有设备持续保养和维修成本均由供应商承担。供应商应承担所有因自身失误，所导致的设备丢失、损坏、设备更换、部件更新、工具翻新等所带来的经济损失。

所有对设备的更新、购买、升级以及设备的加工、返工、混合和组合（均统一称为“**设备更新**”）都需满足附件 1 对设备质量要求等相关条款的规定，且都需与供应商对买方提供的其他产品设备兼容，且均需接受买方或买方客户的审查和批准。除非有书面协议，否则所有对设备更新的成本均由供应商承担。

loss of or damage to the Machinery, the replacement of the Machinery or parts thereof and the tool refurbishment due to any loss or damage caused by Supplier's fault.

Any changes, additions and improvements to as well as any processing, reworking, commingling and combination of the Machinery (collectively, the "**Machinery Changes**") which are necessary to meet the quality requirements in Annex 1 to the Terms and Conditions or which are necessary for compatibility with Supplier's other production equipment are subject to Buyer's or, at Buyer's discretion, Customer's review and approval. Unless otherwise agreed in writing, the costs and liability related to approved Machinery Changes shall be borne by Supplier.

#### **4. Buyer's Right of Access**

Buyer and its agents and employees shall at all times have free access to the Machinery for the purpose of inspecting or marking the Machinery, watching its use and operations, or repossessing it in accordance with this Agreement during normal business hours and without disruption to Supplier's business processes upon twenty-four (24) hours prior notice to Supplier. Buyer and its agents and employees shall appropriately observe the secrecy interests of Supplier and, in particular, upon Supplier's written request, submit a reasonable written declaration of secrecy.

#### **5. Return of Machinery**

Upon the written demand of Buyer or upon termination or expiration of this Agreement, Supplier shall ship the Machinery at Supplier's risk to the place designated by Buyer, in the same appearance and condition as when received or created (as applicable), subject to ordinary wear and tear. Alternatively, at Buyer's discretion, Buyer may (re-) possess the Machinery on Supplier's premises and Supplier shall grant Buyer access for such (re-) possession.

Under no circumstances shall Supplier delay the return of the Machinery or obstruct the (re-) possession thereof based on any claims for payment or performance against Buyer.

This section also applies to Machinery that has

#### **4. 买方知情权**

买方及其代理和员工随时都可以对设备进行检查和标注, 观察其使用和操作, 或按照本协议在企业正常工作时间, 且在不打断供应商业务流程的情况下, 提前 24 小时通知, 并收回设备。买方及其代理和员工应适当的对供应商的利益进行保密, 特别是要按照供应商的书面请求, 提交一份合理的书面保密声明。

#### **5. 机械的返回**

如买方提出书面请求, 或该协议终止或期满, 供应商应当将机械运送至买家指定地点, 并由供应商承担运输风险。 返还的机械除了基本的磨损外, 应保持其最开始接收时或制造时的良好状态 (可应用的)。或者, 买方自行决定, 买方可以继续从在供应商处所 (再次) 拥有该设备, 且供应商允许买家 (继续) 持有该所有权。

在任何情况下供应商都不得延迟归还设备或妨碍设备的返还, 不得由此对买方提出任何收费或其他要求。

该章节同时还适用于所有未由买方完全生产且/或支付的设备。

not been completely manufactured and/or paid for by Buyer.

## **6. Freight and Transport Costs**

Unless otherwise agreed to in writing, Supplier shall pay freight, storage, and other charges related to the transportation of the Machinery from Buyer to Supplier from the time it leaves Buyer until Supplier receives the Machinery.

Buyer shall pay freight, storage, and other charges related to the transportation of the Machinery from Supplier to Buyer, excluding costs and expenses arising out of or in connection with any breach of this Agreement or the Terms and Conditions or default by Supplier, from the time the Machinery leaves Supplier until Buyer receives the Machinery.

## **7. Title; Serial Numbers; UCC-1 Financial Statements**

The Machinery, and any and all IP Rights with respect to such Machinery, is and shall at all times remain the exclusive property of Buyer or its Customer (whichever may be the case), and Supplier shall have no right, title, or interest therein except as set forth in this Agreement. The Machinery is and shall at all times remain the exclusive property of Buyer even if the Machinery or any part of it becomes in any manner affixed or attached to Supplier's property (whether movable or immovable).

Machinery Changes of any kind or nature by Supplier shall always be performed for Buyer or Customer (as applicable) and become part of the Machinery; Supplier shall keep such Machinery in custody for Buyer or Customer (as applicable). Title to Machinery Changes is transferred to Buyer or the respective Customer holding title to the Machinery, as the case may be, immediately upon their performance. Machinery Changes shall be governed by the provisions set forth herein.

Supplier shall preserve and maintain all serial numbers and marks on the Machinery as stipulated by Buyer and shall clearly mark the Machinery as the property of Buyer or Customer (as applicable) by a permanent asset tag. Upon request, Supplier shall provide Buyer with an inventory of all Machinery in Supplier's

## **6. 运费和运输成本**

除非有书面形式的约定，否则供应商应当支付所有从买方到供应商处涉及设备运输、存储相关的所有费用，自设备离开买方处起至供应商接收到设备为止。

买方应当支付从供应商到买方处的所有运费、仓储以及其他和设备运输相关的费用，不包括因供应商违反此协议或条款导致的费用，自设备离开供应商起至买方接收设备为止。

## **7. 标题；序列号；UCC-1 财务报表**

设备以及和设备有关的知识产权，均由买方或其客户（可能情况下）独家所有，且供应商除此协议约定外，对其没有任何权利或利益。设备应该一直归为买家独有财产，即便设备或其任何部分在某种情况下已经和供应商的财产产生关联(无论该关联是否可以撤销)。

供应商可为买方及其客户（如适用）对设备进行适当的更改，使其成为设备的一部分；供应商应继续为买方或客户（如适用）保管设备。机械更改的所有权已经转至买方，或各自的客户持有对该设备的所有权，因为当前情况下可能会立即对其性能带来影响。对机械的更改受以下条款的制约。

供应商应按照买方规定，保存所有序列号并在设备上标记，应使用一个永久的资产标签对设备的所有权归买方或客户（如适用）所有进行清楚的标记。按照买方要求，供应商应提供给买方一个其所拥有的所有设备库存清单。

未经买方书面授权，供应商不得将这些设备进行销售、分配或用作安全、承诺、收费、负债等用途或私自对其进行处理。

如果对某一特定国家适用，为保障并完善其对设备的所有权，买方有权在必要时起草 UCC-1 融资报表，前提是买方各自的委托公司在美国有设有总部。如其他公司委托买方，那么在在被委托公司设有总部的国家内，应实行类似的当地条款。这一规定

possession.

The Machinery shall not be sold, assigned or otherwise used as security, pledged, charged or otherwise encumbered or disposed of without the prior written consent of Buyer.

If country-specific applicable, Buyer is entitled to file UCC-1 Financing Statements whenever and wherever it deems it necessary to further secure and perfect its rights in the Machinery, if the respective commissioning company of Buyer has its headquarters in the USA. If other companies commission Buyer, similar local guidelines shall be valid in the state where each commissioned company has its headquarters. This is valid for all other reference to UCC-1, guidelines and organizations in this document.

## 8. Creation of Machinery by Supplier

### 8.1 Transfer of Title and Ownership

If and to the extent any Machinery is manufactured or otherwise created by Supplier at Buyer's or Customer's expense ("**Supplier Manufactured Machinery**" or "**SMM**"), title and ownership of the SMM is transferred to Buyer immediately upon its manufacture or creation without regard to whether Buyer or Customer has actually made all payments agreed for the manufacture or creation of the SMM, for example, without limitation, if such payments are amortized into a piece price. Supplier shall keep the Machinery thus manufactured or created in custody for Buyer. The transfer of title shall be documented by attaching the proper marking required to be attached by Supplier under Section 7.

### 8.2 Payment

Unless otherwise project-specifically negotiated, the payment terms for Supplier Manufactured Machinery shall be 50% at PPAP sellable submission accepted by the Buyer's Supplier Quality and 50% at program SOP with full PPAP approval.

### 8.3 Use of Subcontractor and Sub-Suppliers

Supplier shall not subcontract the manufacture or creation of the SMM (in whole or in part) without first providing written notice to Buyer and receiving Buyer's prior written consent and

适用于所有本文中提到的 UCC-1, 规则及组织机构。

## 8. 供应商设备制造

### 8.1 产权及所有权转让

如所有设备均在买方或客户出资情况下, 由供应商生产或制造 ("**供应商生产设备**"或"**SMM**"), 那么该设备的产权及所有权应该在产品生产或制造完成后立即转移至买方, 而不需考虑是否买方或客户已经支付所有生产或制造该设备所需的所有费用, 例如: 没有限制, 该支付可能已经被分为多次支付。供应商应继续为买方生产或制造设备。产权的转让需在第 7 章规定下由供应商对设备进行适当的标注并存档。

### 8.2 支付

除非存在其他特定商议项目, 否则供应商制造设备支付条款应为 PPAP 可销售产品的 50%, 得到买方供应商质量认可, 且为 SOP 项目的 50%, 得到 PPAP 的完全认可。

### 8.3 分销商和分供方的使用

在未向买家提供书面通知并得到买家书面认可的情况下, 供应商不应该将 SMM (整体或部分) 的生产和制造进行分包, 供应商同意买家可以保留它的意见直到所提议的分销商同意该协议第八章对买家

Supplier agrees that Buyer may withhold its consent unless and until any proposed subcontractor agrees to the terms of this Section 8 for the benefit of Buyer.

#### **8.4 Buyer's Security Interest**

To secure any payments made by Buyer for the manufacture or creation of the SMM, Supplier hereby assigns (i) title to Buyer in any materials acquired by Supplier for the manufacture or creation of the Machinery, and (ii) any respective claims of Supplier against any subcontractor or sub-supplier assisting with the creation or manufacture of the Machinery.

#### **8.5 Security Agreement**

If applicable in certain jurisdictions, the parties hereby agree that this Agreement shall constitute the Security Agreement required by the Uniform Commercial Code of the appropriate state and by accepting the purchase or work order Supplier authorizes Buyer to file UCC-1 Financing Statements whenever and wherever it deems it necessary to perfect and protect the interests of Buyer as described in this and the preceding sub-sections and to secure the same right for Buyer in any agreement with any subcontractor or sub-supplier in connection with the purchase. To the extent required, upon request Supplier will promptly execute such Financing Statements and/or cooperate with their filing by Buyer. Buyer's failure to file or otherwise perfect its rights hereunder shall not, as between Buyer and Supplier, in any way limit, impair or compromise Buyer's security interests and rights hereunder.

#### **9. Location of Machinery**

The Machinery shall be located at the agreed address of Supplier and shall not be removed from that location for any reason without Buyer's prior written consent.

#### **10. Supply of Technical Information and Confidentiality**

"**Technical Information**" are all specifications, technological data, operation instructions, and other know-how relating to the Machinery and its use, and as the case may be, the manufacture and creation of the Supplier

利益的规定。

#### **8.4 买家的安全利益**

为确保买家对 SMM 生产和制造的费用能够按时支付, 供应商在此签订 (i) 供应商生产或制造设备所需要的任何材料归买方所有 (ii) 不得对买方收取任何因分销商或分供方协助生产或制造设备的各项费用。

#### **8.5 担保协议**

如在某司法辖区使用, 按照本章及前一章的规定, 双方在此同意将该协议作为特定国家统一商业法律所要求的担保协议, 且通过接受购买或工作订单, 供应商授权买方在需要对其利益进行保护时起草 UCC-1 融资报表, 以确保买方在购买行为时与其他供应商或分供方签署协议中的相同的利益得到保护。在某种程度上, 按照买方需要供应商应立即执行该融资报表且/或配合买方起草该报表。若买方未能起草或完善以下权限, 则双方之间不得限制、侵损或剥夺买家如下利益和权利。

#### **9. 设备所在地**

设备应放置于供应商同意的场地, 未得到买家的书面同意, 供应商不得以任何原因将其搬离该场地。

#### **10. 提供技术信息和保密信息**

"**技术信息**"指的是所有包括产品规格、技术数据、操作守则,以及其他所有和设备使用以及由供应商提供给买方或顾客的或直接由供应商制造的 SMM 设备生产和制造有关的技术资料。买方可提供给供应商设备的生产、制造或使用所需要的技术信息。

Manufactured Machinery provided to Supplier by Buyer or Customer or created by Supplier. Buyer may provide Supplier with Technical Information required for the manufacture, creation or use of the Machinery. Supplier shall immediately notify Buyer in writing of any missing information.

### **10.1 Progress Control during Manufacture**

Supplier shall carry out a regular progress control of the manufacture and creation of Supplier Manufactured Material. Supplier submits related information in the form of a control sheet and photos as reasonably requested by Buyer to the responsible purchasing manager of Buyer. Buyer may inspect the manufacture and production of Supplier Manufactured Material in accordance with Section 4.

### **10.2 Submittal of Design Data**

All design data and 2D/3D data models and Moldflow models shall be submitted by Supplier to Buyer's responsible purchasing officer by no later than the initial sample test report release (series production readiness), or prior to that upon Buyer's request, by means of a data transfer or a CD Rom.

All design data shall be submitted as STEP data.

### **10.3 Cost Detailing for the Manufacture of Supplier Manufactured Material**

A statement of costs in the form of an appropriate Buyer's detailed tooling sheet is to be compiled by Supplier and submitted to Buyer together with the offer for Supplier Manufactured Material.

## **11. Confidentiality**

Supplier shall at all times, including but not limited to after the termination or expiration of this Agreement, until such time as the information becomes publicly known, keep in confidence all information relating to the Machinery, including without limitation the Technical Information. Supplier shall use such information only for the purposes of this Agreement.

如存在任何遗漏信息，供应商应立即以书面形式告知买方。

### **10.1 生产中的过程控制**

供应商应对 SMM 设备的生产和制造进行定期的过程控制。按照买方对买方相关采购经理的合理要求，供应商应以控制表格和照片的形式提供相关信息。买方应按照第四章的规定对供应商制造材料的生产和制造过程进行监督。

### **10.2 设计资料的提交**

供应商应不得晚于最开始的样本测试报告发布（系列生产准备完毕）时，或按照买方需求在报告发布前，以 CD 光盘或数据传送等方式将所有设计资料和 2D/3D 数据模型以及数模仿真分析模型提交给买方的相关采购经理，

所有设计材料应该作为 STEP 数据提交。

### **10.3 生产供应商制造材料的成本分析**

供应商应以一个适当的买家详细工具表的形式向买家提交成本说明，同时提交供应商生产材料的报价。

## **11. 保密性**

供应商应包括但不限于此协议终止或到期时，对所有设备信息，包括且不限于技术信息进行保密，直至该信息正式公开。供应商仅能在此协议中使用这些信息。

## 12. Raw Material Requirements

Buyer has the right to specify raw material, packaging, and component requirements (cumulatively the “Supplies”) for use with the Machinery or for the manufacture or creation of Supplier Manufactured Material. Should Buyer exercise such right, Supplier shall purchase all Supplies for use with the Machinery or for the manufacture or creation of Supplier Manufactured Material only after obtaining written approval from Buyer.

## 13. Indemnification by Supplier

Supplier shall indemnify, defend and hold harmless Buyer and its Affiliates, Customers, directors, officers, employees and agents from and against any Liabilities, including, without limitation, all costs and expenses (including reasonable attorney fees) which may be suffered by, accrued against, be charged to or recoverable from Buyer or from an Affiliate, Customer, director, officer, employee or agent by reason of loss or damage to property, or injury or death to any person arising out of or in any way connected with (i) Supplier's possession, use, or return of the Machinery, or (ii) Supplier's negligent acts or omission.

## 14. No Warranty by Buyer; Liability of Buyer for Supplied Machinery

In case Machinery is supplied to Supplier by Buyer or on its behalf or by Buyer's Customer or on its behalf, Buyer does not warrant the fitness, condition, capacity, suitability, or performance of the Machinery. Buyer makes no expressed or implied warranties and delivers the Machinery “as is” and “with all faults.” Any claims, rights and implied warranties for defects shall be excluded, unless expressly agreed to by both Parties in writing.

Supplier shall be liable for any and all defects in the Machinery at the time of transfer, unless they are documented in an appropriate manner to the Buyer.

Buyer shall only be liable for damages, whether in contract, tort or otherwise, in the cases of (i) willful misconduct and fraudulent concealment of defects; (ii) gross negligence; and (iii) liability under applicable product liability laws. All other

## 12. 原材料需求

买方有权利对设备使用的材料，以及对供应商生产制造材料所使用的原材料及其包装和部件要求（累计为“供应品”）进行详细说明。买方是否实行该权利，供应商只有在获得买方书面授权后方可购买所有设备所使用的或生产制造供应商生产材料所使用的供应品。

## 13. 供应商赔偿

供应商应保护买方，及其附属公司、客户、董事、经理、员工及代理免受任何债务纠纷，包括但不限于所有可能由财产损失或损坏，人员伤亡，或其他与（i）供应商对设备的拥有、使用和返还或（ii）供应商自身的过失行相关的成本花销（包括合理的律师费）。

## 14. 无买方担保；买家提供设备的责任

如买家向供应商提供设备或设备以买家或买家客户名义提供给供应商，买家不对设备的大小、条件、能力、实用性和性能进行担保。买家没做出直接或间接担保且交付的设备为“如此”和“存在各种故障”。应排除对所有故障产品的索赔、维权和默认担保，除非双方以书面形式达成协议。

供应商应对设备在运输过程中出现的所有缺陷负责，除非买方在文件中进行明确说明。

买方仅仅对产品损坏，或在合同中存在的侵权行为或（i）故意违规或欺诈隐藏缺陷（ii）重大过失（iii）在适用产品责任法中规定的责任负责。所有对买家要求的其他损害赔偿，无论是否在合同中规定，无论是否侵权都应排除在外。该责任限定应在供应商向买方主管、经理、雇员或代理人提出损伤索赔时方才适用。



claims for damages against Buyer, whether in contract, tort or otherwise, shall be excluded. This limitation of liability shall also apply in the case of Supplier's claims for damages against Buyer's directors, officers, employees or agents.

### **15. No Transfer**

Supplier may not transfer any rights, obligations and the possession of the Machinery hereunder without the prior written consent of Buyer. Buyer may grant or deny consent in its sole and absolute discretion.

### **16. Status of Parties**

Nothing contained in this Agreement shall be construed to create a relationship of agency, distribution, partnership, joint venture or legal representation between Buyer and Supplier. Neither party shall have any right, power, or authorization to act or create any obligation, express or implied, on behalf of or in the name of the other party.

### **17. Application of Terms and Conditions**

In addition to the provisions set forth herein, all provisions in the underlying Terms and Conditions and all other documents referenced therein shall apply. If the Terms and Conditions or any of such documents contain any provisions that are in conflict with the provisions set forth in this Agreement, the provisions set forth in this Agreement shall prevail with respect to any aspect of Supplier's possession of the Machinery.

### **18. Legal Force**

Supplier shall ensure that the provisions of this Agreement apply, upon Buyer's request, to all commercial transactions regarding any equipment, tooling or machinery between Buyer and Supplier's Affiliates.

### **19. Standards**

Supplier shall ensure to abide by all laws, rules, codes, and technical and industry standards and regulations, as they may apply in connection with its performance under this

### **15. 无责任转让**

未经买方书面授权，供应商不得对与设备相关的权利、责任和所有权进行转让。买方应授予或拒绝同意其唯一绝对裁量权。

### **16. 双方状态**

本协议中的任何内容都不应被解释为创建一个代理关系、分布、伙伴关系、合资企业或买家和供应商之间的法律代表。双方均没有权利以另一方的名义拥有任何权利、能力或授权创造任何责任、表达或暗示某件事情。

### **17. 条款的应用**

除了在此制定的各项条款，以下所有条款和其他所有引用文件都应严格遵守。如此条款或所有此类文件中包含任何与本协议冲突的条例，则应以本协议为准。尊重供应商对设备的一切所有权。

### **18. 法律效力**

供应商应确保按照买方的要求，保证该协议条款在买方和供应商进行所有有关设备、工具、机械的商业交易中能够正常实施。

### **19. 标准**

供应商应确保遵守各项法律、条款、规范以及技术行业标准法规，因为它们可能适用于连接由于其依照本协议所享有的性能和当地特定的需求。所有设备应与适用的法规、技术和行业标准相一致，且所

Agreement and the local country-specific requirements. All Machinery shall comply with and be handled and used in accordance with, and all works and services shall be performed in accordance with, the applicable codes and technical and industry standards. The applicable codes, standards and regulations may include but are not limited to:

- DIN (Deutsches Institut fuer Normen)
- ANSI (American National Standards Institute)
- ISO (International Standard Organization)
- ASME (American Society of Mechanical Engineers)
- ASTM (American Society for Testing and Materials)
- OSHA (Occupational Safety and Health Administration)

In case of conflicts, Supplier shall inform Buyer and shall request a decision.

## 20. Definitions

Capitalized terms used herein and defined in the Terms and Conditions shall have the meaning as defined in the Terms and Conditions.

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

有的工作和服务都应按照上述法规、技术和行业标准执行。适用的法规和技术行业标准包括但不限于：

- DIN（德国研究所的标准）
- ANSI（美国国家标准协会）
- ISO（国际标准化组织）
- ASME（美国机械工程师学会）
- ASTM（美国材料与试验协会）
- OSHA（职业安全与健康管理局）

如存在冲突，供应商应告知买方并进行决策。

## 20. 定义

此处使用的且在条款中定义的首字母简写表达应遵从条款中对其的定义。

如文件原英文版本与当前翻译版本存在任何冲突，请以当前翻译版本为准。

EXHIBIT A

The preliminary list of the Machinery is documented in the Buyer's Request for Quote (RFQ). The final list of Machinery shall be documented in the Buyer's Machinery Inventory Confirmation document once the installation of all Machinery to the aforementioned RFQ is completed.

Buyer and Customer Tools as well as Machinery shall be labeled with the following information:

**\*Information permanently affixed to outside of Machinery**

- Property of Buyer or Customer (OEM)
- Description
- Production equipment supplier no.
- Carline
- Drawing no.
- [Purchase Order] no.
- Customer Inventory no.
- DRAEXLMAIER Inventory no.
- Inventory/Optimane no.
- Dimensions: (weight; length; width, height)
- Year of manufacture
- Change Index

(Above referenced numbers, where applicable, will be provided by Buyer to Supplier.)

Digital pictures of Machinery closed with information legible shall be submitted to Buyer's Purchasing Department and to Supplier Quality as part of PPAP / ISIR (Production Part Approval Processes/ Initial Sample Inspection Report).

This requirement must be completed before Supplier receives final payment (if any) under this Agreement.

证 A

最开始的设备列表在买方的报价申请中有记录 (RFQ)。一旦所有设备的安装均已按照之前提到的买方报价需求完成, 则设备的最后列表应该在买方的机械库存确认文档中记录。

买方和用户工具及设备应按照以下信息进行标签:

**信息永久贴在外面的机器上**

- 买方或客户财产 (OEM)
- 描述
- 生产设备供应商代码
- Carline
- 图号
- [订购单]代码
- 客户库存代码
- DRAEXLMAIER 库存代码
- 库存/最大数量代码
- 规格: (重量; 长度; 宽度; 高度)
- 生产年限
- 变更指数

在适当的时候, 买方需将上述提及的代码提供给供应商。)

带有清晰信息的设备关闭数字照片应提交给买方的采购部门和供应商, 质量作为 PPAP / ISIR 的一部分 (生产部分审批流程/初始样品检验报告)

在本协议规定下, 供应商接受到最终付款前 (如存在), 该项要求务必完成。