



Document Number: CP-30-CN-16

Document Title: Production Purchase Order Terms and Conditions -
Chinese

TI AUTOMOTIVE
生产采购订单的条款和条件的附录
ADDENDUM TO PRODUCTION PURCHASE ORDER TERMS AND CONDITIONS

1. 如果买方（条款本身在 2011 年 7 月的《TI Automotive 生产采购订单的条款和条件》（“条款和条件”）中定义）位于中华人民共和国内，本附录所列的修订项目适用于此买方所发出的所有订单（条款本身在《条款和条件》中定义）。
- If the Buyer (as such term is defined TI Automotive Production Purchase Order Terms and Conditions dated July 2011 (“Conditions”)) is located in the People’s Republic of China, then the amendments set out in this Addendum to the Conditions shall apply in respect of all Orders (as such term is defined in the Conditions) placed by such Buyer.

2. 下列词句被视为条款和条件的并入：
The following words shall be deemed to be incorporated into the Conditions:

“卖方确认： 卖方在此确认， 买方提出要仔细审查本订单的条款和条件， 买方对卖方的此查询作出回应并应卖方的要求给予解释。

“SELLER’S ACKNOWLEDGEMENT: Seller hereby acknowledges that it has been required by Buyer to review the terms of this Order carefully and Buyer has responded to Seller’s queries thereon and given explanations as per Seller’s request.

3. 条款和条件第 15 条改为：
Section 15 of the Conditions shall be replaced with the following:

“知识产权， 专利保证：

“INTELLECTUAL PROPERTY RIGHTS; PATENT WARRANTY:

A. 如果买方提供货物的设计或对设计货物全部或部分补偿卖方， 买方则拥有与此设计有关的所有知识产权。如果卖方提供货物的设计或承担设计货物的全部费用， 卖方则拥有与此设计有关的所有知识产权。在第二种情况下， 卖方特此授予买方一个永久的、不可撤销的许可来制作、已制作、使用， 已使用这些知识产权来重做、维修或替换任何有缺陷或不合格货物。买/卖方向另一方保证， 下文中其所提供的任何设计不侵犯或不构成对任何专利或专利权的侵犯。

If Buyer furnishes the design for the Goods or reimburses Seller in whole or part for designing the Goods, then Buyer will own all intellectual property rights relating to the design. If Seller furnishes the design for the Goods or bears the full costs of designing the Goods, then Seller will own all intellectual property rights relating to the design. In the latter event, Seller hereby grants Buyer a permanent, irrevocable, license to make, have made, use, have used, such intellectual property to rework, repair or replace any defective or non-conforming Goods. Each party warrants to the other that any designs which it furnishes hereunder will not infringe or contribute to the infringement of any patent or patent right.



B. 卖方自费赔偿买方并免除买方或其它方因使用货物而涉及对任何现在或将来的专利、版权、工业设计权或其他专有权利的任何涉嫌侵犯而被提出任何主张的损害，根据卖方在本订单下所从事的活动或(i) 单独地；(ii) 组合其内容、设计或结构；或 (iii) 根据卖方建议而组合，来制造、出售或使用货物。卖方将调查和辩护或以其他方式处理此类主张，或应买方要求协助买方调查、辩护或处理任何此类主张。卖方将支付买方和其他方出售其产品或使用订单下的货物而可能遭受的所有此类索赔主张的一切费用和赔偿或结算金额。

Seller at its expense will indemnify and hold Buyer harmless with respect to every claim that may be brought against Buyer or others that use the Goods, for any alleged infringement of any present or future patent, copyright, industrial design right or other proprietary right based on Seller's activity under an Order, or the manufacture, sale, or use of the Goods (i) alone; (ii) in combination by reason of their content, design or structure; or (iii) in combination in accordance with Seller's recommendations. Seller will investigate and defend or otherwise handle every such claim or at Buyer's request, assist it in its investigation, defense, or handling of any such claim. Seller will pay all expenses and damages or settlement amounts that Buyer and others selling its products or using the Goods of an Order may sustain by reason of each such indemnified claim.

C. 卖方将向买方或买方指定的另一方提供，无使用或披露卖方在本订单下所从事活动过程中所取得或开发所得的一切信息和数据的限制。应买方要求，卖方也将与买方或买方指定的另一方讨论，无使用或披露卖方所从事或依本订单所生产的货物的任何潜在设计和质量或制造问题的限制。

Seller will furnish to Buyer, or another party designated by Buyer, without restrictions on use or disclosure, all information and data Seller acquires or develops in the course of Seller's activities under this Order. At Buyer's request, Seller also will discuss with Buyer or another party designated by Buyer, without restrictions on use or disclosure, any potential design, and quality or manufacturing problems with Goods the Seller worked on or produced pursuant to this Order.

D. 应买方要求，卖方将向买方提供买方认为有必要了解的操作并维护依本订单所交付货物的所有其它信息和数据，除卖方的专利权之外，无使用限制。

At Buyer's request, Seller will furnish to Buyer all other information and data of Seller which Buyer deems necessary to understand the operation and to maintain the Goods delivered under this Order, with no restrictions on use other than Seller's patent rights.

E. 在本订单下卖方所从事的活动过程中，就卖方构想或首次付诸实践的任何发明，卖方授予买方一个永久的、非排他的全球性许可，买方有权转授他人来制作、有制作，使用、有使用此类发明及其专利。

With respect to inventions which Seller conceives or first reduces to practice in the course of Seller's activities under this Order, Seller grants to Buyer a permanent, nonexclusive, worldwide license, with a right to sublicense others, to make, have made, use, have used said inventions and patents on such inventions.

F. 卖方授予买方一个永久的，非排他的全球性许可，包括在此所售货物内所含的任何操作系统软件的许可，买方有权转授给任何其附属公司来制作、有制作、使用、有使用和出售在此所售货物或根据现有的任何其他专利或



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以后由卖方拥有或控制的任何专利的衍生物，这些专利被买方视为在买方制造、使用或出售所造产品或其或其附属公司制造、使用或出售所造产品有必要行使许可权的第 15E 条。

Seller grants to Buyer a permanent, nonexclusive, worldwide license, including a license to any operating software incorporated into the Goods sold hereunder with a right to grant a sublicense to any of its affiliated companies, to make, have made, use, have used and sell the Goods sold hereunder or derivatives thereof under any other patents now or hereafter owned or controlled by Seller which are deemed necessary by Buyer to exercise the license of Section 15E in the manufacture, use or sale of products manufactured by or for Buyer or any of its affiliated companies.

G. 卖方授予买方并同意依照合理的条款和条件授予买方指定的任何附属公司一个非排他的许可，来制作、有制作、使用、有使用和出售根据现有的任何其他专利或以后由卖方拥有或控制的任何专利，其中包括本订单下卖方所从事活动过程中所取得或开发所得的信息或数据中包含的任何技术应用。

Seller grants to Buyer, and agrees to grant to any affiliated company designated by Buyer, a nonexclusive license, on reasonable terms and conditions, to make, have made, use, have used and sell under any other patents now or hereafter owned or controlled by Seller which cover any application of the technology embodied in the information or data Seller acquires or develops in the course of Seller's activities under this Order.

H. 根据本第 15 条，对卖方授予买方任何许可之事宜，买卖双方应真诚商讨具体的条款。

Seller and Buyer shall negotiate in good faith the specific terms in respect of any license granted by Seller to Buyer under this Section 15.

I. 卖方向买方保证，卖方应采取一切必要行动来落实本第 15 条的规定，包括但不限于，依照本第 15 条与有关当局注册登记卖方授予买方的任何许可，以及任何其他买方可能提出的合理要求。”

Seller warrants to Buyer that Seller shall take all action necessary to give effect to the provisions of this Section 15 including, but not limited to, the registration with any authority of any license granted by Seller to Buyer under this Section 15 and any other action as may reasonably requested by Buyer.”

4. 条款和条件第 28 条改为：
Section 28 of the conditions shall be replaced with the following:

“为方便起见而终止：除了任何其他买方可以终止订单的权利外，买方可以自行选择给予卖方书面通知后在任何时间以任何理由立即终止本订单的全部或任何部分，买方无需承担责任。”

“TERMINATION FOR CONVENIENCE: In addition to any other right of Buyer to terminate each Order, Buyer may at its option, immediately terminate all or any part of the Order at any time and for any reason by giving written notice to Seller, without liability to the Seller.”



5. 条款和条件第 33 条改为:
Section 33 of the Conditions shall be replaced with the following:

“不可抗力：如果由于不可预见、不可避免和不可战胜的事件并且不是违约方的过失或疏忽，如天灾、火灾、水灾、风暴、爆炸、暴动、自然灾害和战争所造成的，任何延误或合同任意一方不履行其义务都应被原谅。违约方必须在事件发生后十（10）天内提供此延误的书面通知，包括预计的延误期。在任何延误或卖方未能履行合同期间，买方可自行选择（i）从其他渠道购买货物，并减少向卖方购买此数量，买方无需承担责任；（ii）以本订单所规定的价格，让卖方从其他渠道提供买方在不同时期要求的数量；或（iii）要求卖方自费向买方交付所有成品、在制品和订单下所生产或取得的部件和材料。如果买方要求，卖方在收到要求后的五（5）天内提供足够保证让延误不会超过买方认为适当的时间期限。如果延误时间超过买方指定的期限，或者卖方没有提供足够保证让延误不会超过此时间期限，除其他救济之外，买方可以立即取消本订单，无需承担任何责任。在卖方的任何直接相关的劳动合同期满之前，因劳动合同期满而预期出现劳动中断或放缓期间，若卖方可合理确定要确保售给买方的货物不间断生产三十（30）天，卖方将自费采取相关行动。”

“FORCE MAJEURE: Any delay or failure of either party to perform its obligations shall be excused if it is caused by an unforeseeable, unavoidable and unconquerable event and without the non-performing party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, natural disasters and wars. Written notice of such delay, including the anticipated duration of the delay, must be given by the non-performing party within ten (10) days of the event. During the period of any delay or failure to perform by Seller, Buyer, at its option (i) may purchase Goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (ii) cause Seller to provide the Goods from other sources in quantities and at times requested by Buyer at the price set forth in this Order; or (iii) may request Seller to deliver to Buyer at its expense all finished goods, work in process and parts and materials produced or acquired for work under an Order. If requested by Buyer, Seller shall, within five (5) days of such request, provide adequate assurance that the delay will not exceed such period of time as Buyer deems appropriate. If the delay lasts more than the time period specified by Buyer, or Seller does not provide adequate assurance that the delay will cease within such time period, Buyer may, among its other remedies, immediately cancel this Order without liability. Prior to the expiration of any directly related labor contract of Seller, Seller at its expense will take such actions as Seller may reasonably determine to ensure the uninterrupted production of Goods for a period of thirty (30) days for Buyer during any anticipated labor disruption or slowdown resulting from the expiration of the labor contract.”

6. 条款和条件第 34 条改为:
Section 34 of the Conditions shall be replaced with the following:

“约束力：本订单对合同方及其经许可的继承人和受让人均有约束力。”

“BINDING EFFECT: This Order is binding on the parties and their permitted successors and assigns.”

7. 条款和条件第 37B 条改为:
Section 37B of the Conditions shall be replaced with the following:

“有关所有其他索赔，卖方的损害赔偿应限制低于：（i）买方向卖方购买的货物在指称违反事项发生前三个月的价值；或（ii）\$100,000 美元（或根据解决此索赔当日货币交换率的人民币等值金额）。”

“With respect to all other claims, Seller's damages shall be limited to the lesser of: (i) the value of Goods purchased by Buyer from Seller in the three months immediately preceding the alleged breach; or (ii) \$100,000 US Dollars (or the equivalent Renminbi amount, based on the currency exchange rate on the date of settlement of such claim).”



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8. 条款和条件第 41 条将改为:

Section 41 of the Conditions will be replaced with the following:

“控制语言：若发生任何分歧、冲突或翻译上有不一致，则以全球条款和条件的英文文本为准。”

“CONTROLLING LANGUAGE: The English Version of the Global Terms and Conditions will apply in the event of any disagreement, conflict or discrepancy over any translation.”

9. 条款和条件第 42 条改为:

Section 42 of Conditions shall be replaced with the following:

“本订单将在买方所在国（州/省，如适用）的法律下解释和执行，并且排除冲突法的适用。无论如何，联合国国际货物销售公约的规定将不适用于本订单。涉及本订单的一切争议将通过位于上海的中国国际经济贸易仲裁委员会（“CIETACT”）并依照其时有效的 CIETAC 规则来进行仲裁解决。仲裁裁决是最终的，对各方均有约束力。”

“This Order will be interpreted and enforced under the laws of the country (and state/province, if applicable) where Buyer is situated, without recourse to the conflicts of laws provisions thereof. In no event will the provisions of the U.N. Convention on the International Sale of Goods apply to this Order. All disputes involving this Order shall be resolved through arbitration by China International Economic and Trade Arbitration (“CIETACT”) in Shanghai in accordance with the rules of CIETAC then in effect. The arbitration award shall be final and binding upon the parties.”

10. 为免生疑问，条款和条件的所有其它规定均不受本附录规定的影响。

For the avoidance of doubt, all other provisions of the Conditions shall remain unaffected by the provisions in this Addendum.



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PRODUCTION PURCHASE ORDER TERMS AND CONDITIONS

1. 合同：采购订单、全球供应商要求手册和本条款和条件以及采购订单或下文中并入或提及的任何附录或其它文件和向下文的卖方发出的任何文书或电子文（统称“订单”），构成 TI Automotive 采购订单上法律实体名（“买方”）与卖方之间就采购的材料及任何相关服务（统称“货物”）之间签订的整个合同。本合同取代以往任何口头或书面陈述，包括但不限于卖方的报价、提议、确认、发票或其他文件中的规定。除非已作明确修改或在订单上放弃，否则这些条款和条件将适用于本订单。这些条款和条件的标题仅为方便而设。本订单中对卖方报价或其他卖方文件的任何引用仅作参考之用，买方在此拒绝卖方在其中所提的所有条款和条件。

CONTRACT: The Purchase Order, Global Supplier Requirements Manual together with these Terms and Conditions and any addendums or other documents incorporated or referred to in the Purchase Order or herein and any paper or electronic releases issued to Seller hereunder, (collectively, the “Order”) constitutes the entire contract between the TI Automotive legal entity name on the Purchase Order (the “Buyer”) and Seller for the materials ordered and any related services (collectively, “Goods”), and supersedes any previous oral or written representations, including but not limited to provisions in Seller’s quotations, proposals, acknowledgments, invoices or other documents. These Terms and Conditions will apply to the Order except as expressly modified or waived on the face of the Order. Captions in these Terms and Conditions are for convenience only. Any references in the Order to Seller’s quotation or other Seller document(s) are for information only and Buyer hereby rejects all terms and conditions proposed by Seller therein.

2. 接受：合同在卖方接受买方要约的当日形成。卖方装运货物、履行服务、开始着手货物工作、书面确认或作出关于本合同标的存在的任何其他认可合同的行为，订单则被视为接受。此外，买方向卖方送达订单而卖方未反对此订单的五个工作日后，订单则被视为接受。接受明确限于这些条款和条件以及本订单明示的那些条款和条件。如果对订单上的条款和条件进行修改、取代、补充或以其他方式改变本条款和条件，均不对买方构成约束力。除非卖方递上的条款或条件获买方授权代表在书面上的实体签署（“书面签署”），否则有关的条款及条件应视为被拒绝并被本条款和条件取代，无论买方是否接受或支付任何货物装运或作出类似行为。如果本订单与任何先前或同期买卖双方达成的协议或交换的文件存在任何冲突，则以本订单为准。

ACCEPTANCE: A contract is formed on the date that Seller accepts the offer of Buyer. Each Order shall be deemed accepted upon the terms and conditions of such Order by Seller by shipment of goods, performance of services, commencement of work on goods, written acknowledgement, or any other conduct of Seller that recognizes the existence of a contract pertaining to the subject matter hereof. Additionally, each Order shall be deemed accepted five business days after Buyer delivers the Order to Seller, if Seller fails to object to the Order. Acceptance is expressly limited to these Terms and Conditions and such terms and conditions as are otherwise expressly referenced on the face of the Order. No purported acceptance of any Order on terms and conditions which modify, supersede, supplement or otherwise alter these Terms and Conditions shall be binding upon Buyer and such terms and conditions shall be deemed rejected and replaced by these Terms and Conditions unless Seller’s proffered terms or conditions are accepted in a physically-signed writing by an authorized representative of Buyer (a “Signed Writing”), notwithstanding Buyer’s acceptance of or payment for any shipment of goods or similar act of Buyer. In the event of a conflict between the Order and any prior or contemporaneous agreement or document exchanged between Buyer and Seller, the Order governs.



3. 卖方的身份：卖方和买方是独立的缔约方。本订单没有规定任何一方以任何其他目的成为另一方的代理人或法定代表人，也不授予任何一方任何权力代表或以另一方之名来承担或创造义务。

SELLER'S STATUS: Seller and Buyer are independent contracting parties and nothing in the Order 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 of or in the name of the other party.

4. 转让：本订单是根据卖方的职责与责任的个人履行而发出的。买方同意卖方的转让，不得被视为买方放弃对卖方和/或其转让人就本订单所产生的任何索赔的补偿权。根据本文第 14 条的规定，转让不免除卖方的保密义务。根据本订单，通知买方后，买方有权将任何利益或义务转让给任何第三方。

ASSIGNMENT: This Order is issued to the Seller in reliance upon Seller's personal performance of the duties imposed. Buyer's consent to an assignment by Seller shall not be deemed to waive Buyer's right to recoupment from Seller and/or its assigns for any claim arising out of this Order. Assignment shall not relieve Seller from its obligations of confidentiality under Section 14 hereof. Buyer shall have the right to assign any benefit or obligation under this Order to any third party upon notice to Seller.

5. 对订单的更改：通知卖方后，买方可随时更改本订单的任何内容。如果任何更改影响到履行的成本或时间，自收到更改文件和买方指示细节后，若卖方的直接成本受到重大的影响，买方可自行决定公平调整履行的价格或时间。卖方调整价格或条款的任何要求必须在更改计划生效日至少六十（60）天之前以书面形式提出。如果买方同意，卖方要求的任何调整必须以书面形式提出并获买方正式授权代表的签署。如果卖方不及时向买方提供通知，所要求的更改可能导致履行的价格或时间的不一致，双方同意卖方所要求的更改不影响履行的价格或时间。除非根据买方的书面指示或经买方的书面同意后这样做，否则卖方将不对本订单作出任何改变。

CHANGES TO ORDER: Buyer may change this Order in any respect at any time by notice to Seller. If any such changes affect cost or time for performance, Buyer may, at its discretion, equitably adjust the price or time for performance where the Seller's direct costs are materially affected by such changes after receipt of documentation in such form and detail as Buyer may direct. Any request by Seller for an adjustment in price or terms must be made, in writing, no less than sixty (60) days prior to the date when such change is intended to become effective. Any adjustments requested by Seller, if approved by Buyer, must be in writing and signed by a duly authorized representative of Buyer. If Seller does not provide timely notice to Buyer that a requested change may result in a difference in price or time for performance, the parties agree that Seller's requested change did not affect the price or time for performance. Seller will not make any change to the Order unless done pursuant to Buyer's written instructions or with Buyer's written approval.

6. 包装和运输：卖方将根据买方在本订单上的指示对货物进行包装和运输，提供买方所需的所有运输证明文件，并在所有包装及文件上清楚标记买方的名称和订单号码。除非本订单或下文明确规定，否则卖方将承担交付货物的所有费用，包括运输和保险费、关税、税款和其他收费。所有货运将以买方的计数或重量为最终计数或重量，并且具有决定性的。卖方将确保供应货物包装的任何第三方同意遵守买方的标准要求。若因为包装、标记、路线或装运不当导致买方产生费用，卖方将偿还买方所有这些费用。除非买方以书面形式表明其将偿还卖方的此类费用，否则卖方



Document Number: CP-30-CN-16

Document Title: Production Purchase Order Terms and Conditions -
Chinese

将不单独收取包装、标记、运输或其中所用材料的费用。若卖方不遵守运输或交付要求，卖方应支付买方由此产生的任何费用，包括买方客户收取的费用。

PACKING AND SHIPMENT: Seller will pack and ship the Goods in accordance with the Buyer's instructions on the Order, furnish all shipping documents required by Buyer and plainly mark Buyer's name and the Order number on all packages and documents. Unless otherwise stated in the Order or herein, Seller will bear all costs of delivering the Goods, including shipping and insurance charges, duties, taxes and other charges. Buyer's count or weight will be final and conclusive for all shipments. Seller will ensure that any third parties who supply packaging for the Goods agree to comply with Buyer's standards. Seller will reimburse Buyer for all expenses incurred by Buyer as a result of improper packing, marking, routing, or shipping. Seller will not charge separately for packing, marking, or shipping, or for materials used therein unless Buyer specifies in writing that Buyer will reimburse Seller for such charges. Seller shall pay any costs incurred by Buyer, including costs charged by Buyer's customers as a result of Seller's failure to comply with shipping or delivery requirements.

7. 数量和期限:

QUANTITY AND DURATION:

A. 每份订单的数量会在订单予以明确规定。规定的数量最多可为买家对货物需求量的百分百（100%）。卖方进一步确认和同意，其有义务向买方提供由买方发出的指定货物数量的任何发运单（“发运单”）。发运单可能包括预测（定义见下文），发运单只对买方在发运单中规定的数量有义务或责任和约束力。卖方承认并同意其有责任确保所有货物足够满足发运单中规定的数量。

The quantity applicable to each Order is specified on the face of the Order. The quantity specified may be for up to one hundred percent (100%) of Buyer's requirements for the Goods. Seller further acknowledges and agrees that Seller is obligated to provide Goods to Buyer in the quantity specified in any release issued by Buyer (“Release”). Releases may include Projections (defined below), but Releases are only binding upon Buyer for, and Buyer will have no obligation or liability beyond, the firm quantity specified in the Release. Seller acknowledges and agrees that it will be responsible for assuring all Goods are sufficient to meet the quantities stated in the Release.

B. 除非订单另有明确规定，否则订单的期限应为货物最终组入 OEM 汽车方案的寿命，另加适用的服务和零件更换要求或只要买方与 OEM 方案合同仍然有效，期限以较短者为准。然而，买方和卖方确认本第 7.B 条不影响或以其他方式更改买方在本文所载的终止权利。

Unless stated otherwise on the face of the Order, the duration of each Order shall be for the life of the OEM vehicle program(s) into which the Goods ultimately are incorporated, plus applicable service and replacement parts requirements or so long as Buyer's contract on the program with the OEM remains active, whichever is shorter in duration. Buyer and Seller acknowledge, however, that this Section 7.B does not affect or otherwise change Buyer's rights of termination set forth herein.



C. 任何订单合约到期时，卖方应配合买方并提供买方提出的所有合理要求的支持和所需信息，以方便买家从其他供应商采购货物。

Upon the expiration of any Order, Seller shall cooperate with Buyer and provide all reasonably requested support and information required by Buyer to facilitate Buyer's sourcing of the Goods to a replacement supplier.

8. 预测：买方可不时地向卖方提供与报价单、请购单和订单有关的未来货物需求额度或数量和/或方案的期限（“预测”）。不同于发运单上明确规定的数量，预测对买方是没有约束力的。买方对任何预测或其他向卖方提供的估计、预示或预测，包括对其准确性或完整性，没有作出明示或暗示的任何表示、保证、担保或任何类型或性质的承诺。卖方接受预测不一定准确，实际额度或期限可能小于或大于预测。卖方明确接受这种风险。

PROJECTIONS: From time to time and in connection with quotations, requisitions, and Orders, Buyer may provide Seller with estimates, forecasts or projections of its future volume or quantity requirements for the Goods and/or the term of a program ("Projections"). Projections, unlike a Release for a firm quantity, are not binding on Buyer. Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any Projections or other estimate, forecast or projection provided to Seller, including as to its accuracy or completeness. Seller accepts that Projections may not be accurate and that actual volume or duration could be less than or greater than the projections. Seller expressly accepts this risk.

9. 交付：时间和数量是卖方履行本订单的重要根本。卖方将按照买方有关额度、混合的指示并百分百准时交付所有货物。卖方提供适当的计划资料来证明其有能力应买方要求达到百分百准时交付。如果货物超额或提前交付，买方可退回这些货物，费用由卖方承担，买方也可保留这些货物并就所产生的任何处理费及仓储费向卖方开发票。买方不会在预定交付日期前处理提前交付货物的发票。通过向卖方发出书面通知，买方可随时更改预定交付，并将偿还因这些更改而导致卖方所产生的合理、有记录的增量成本。如果卖方无法按照买方的指示交付任何货物，买方可取消本订单和/或购买替代货物，在此情况下，卖方可偿还买方采购替代货物的费用。卖方负责承担逾期交货的额外费用，这包括但不限于加快货运、生产损失、因逾期交付买方客户向其收取的额外费用。没有货运费用支付的任何协议，不得进行交付，货物未交付到买方设施内并未在该设施内被接收前，不得将损失风险转移给买方。

DELIVERIES: Time and quantity are of the essence in Seller's performance of this Order. Seller will deliver all Goods in accordance with Buyer's instructions about volume, mix and 100% on time delivery. Seller shall provide appropriate planning information to demonstrate capability to provide 100% on time delivery at Buyer's request. If any Goods are delivered in excess of volumes ordered or in advance of schedule, Buyer may return them at Seller's expense or retain them and invoice Seller for any resulting handling and storage costs. Buyer will not process invoices for Goods shipped in advance of schedule until the scheduled delivery date. Buyer may change scheduled deliveries at any time by written notice to Seller and will reimburse Seller for reasonable, documented incremental costs incurred by Seller due to such changes. If Seller fails to deliver any shipment of Goods in accordance with Buyer's instructions, Buyer may cancel the Order and/or purchase substitute goods, in which event; Seller may reimburse Buyer for its costs in procuring the substitute goods. Seller is responsible for excess costs associated with late delivery. This shall include (but will not be limited to) expedited freight, loss of production, and excess costs charged to Buyer by its customer due to late delivery. Notwithstanding any agreement concerning payment of freight expenses, delivery shall not have occurred and the risk of loss shall not have shifted to Buyer until the Goods have been delivered to Buyer's facility and have been accepted at that facility.



10. 检验:

INSPECTIONS:

A. 买方和买方的客户或客户代表可随时自费在卖方（或其次级供应商）的控制下，检验和/或测试货物、材料和任何属于买方（或其客户）的财物，卖方将免费提供场地（并尽其最大努力促成其次级供应商也提供其各自场地）来进行此检验，并提供任何必要的援助确保程序的安全和方便。买方的检验和/或测试不会减轻卖方检验和测试货物的自身义务，卖家确认买方无论是在生产过程中、交付前或交付后的合理期限内进行任何的检验，均不构成对任何半制成品或成品的接收。除了可能有的任何其他救济之外，如果买方发现任何货物有缺陷或不符合规格或要求，买方可自行决定退货给卖方并要求其退回购买价格、要求卖方维修或更换、或自己或通过第三方重做或维修，卖方承担全部的费用，卖方将偿还买方因任何货物有缺陷或不合格所产生的一切费用。

Buyer and Buyer's customer or customer's representative may inspect and/or test the Goods, materials and any property belonging to Buyer (or its customers) under the control of Seller (or its sub-suppliers) at any time at its own expense and Seller, at no charge, will make its premises available (and will use its best efforts to procure that its sub-suppliers will make available their respective premises) for this purpose and provide any necessary assistance to make the procedures safe and convenient. No inspections and/or tests by Buyer will relieve Seller of its obligations to inspect and test the Goods and Seller acknowledges that any inspection by Buyer whether during manufacture, prior to delivery or within a reasonable period after delivery, shall not constitute acceptance of any work-in-progress or finished Goods. In addition to any other remedies it may have, if Buyer finds any Goods to be defective or not in conformity with its specifications or requirements, it may, in its sole discretion, return them to Seller for a refund of the purchase price, require Seller to repair or replace them, or rework or repair them itself or through third parties, all at Seller's sole expense and Seller will reimburse Buyer for all costs incurred by Buyer as a result of any defective or non-conforming Goods.

B. 除非买方另有书面指示，否则卖方（或其供应商）认定为不合格或被买方（或其客户）认定为不合格而拒绝的任何货物，将被视为不能再用。卖方将不得出售及促成这些不合格品在汽车售后市场作为更换或服务组件或零件出售。卖方已制定或将立即制定适当的内部控制程序，并与供应商进行审核/审查安排，以确保遵守第 0 条的规定。由于卖方不遵守第 0 条的规定所产生或与此不遵守有关而造成对买方的任何责任索赔、要求或费用（包括律师或其他专业费用）的追讨，卖方应当向买方赔偿、为其辩护并使其免于其害。

Unless otherwise directed by Buyer in writing, any Goods determined to be nonconforming by Seller (or its suppliers) or rejected by Buyer (or its customer) as nonconforming, will be rendered unusable. Seller will not sell, and will procure that nonconforming Goods are not sold in the automotive aftermarket as replacement or service assemblies or parts. Seller has, or will institute immediately, appropriate internal controls, as well as audit/review arrangements with its suppliers, to ensure compliance with the requirements of this Section0. Seller shall defend, indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance with the requirements of this Section0.

买方有权在正常营业时间内或在卖方停机的状况下在合理时间内进入卖方的设施，以视察设施、货物、材料和每份订单所涵盖属于买方的任何财产，无需法院的命令，可进入卖方的物业并拿走属于买方或其任何客户的财物，包括但不限于工装及其他货物、库存或在本订单中已同意或同意要售给买方的卖方的财物。



Buyer shall have the right to enter Seller's facility during normal business hours or, in the event of a Seller shutdown, at reasonable times, to inspect the facility, Goods, materials and any property of Buyer covered by each Order and, without the necessity of a court order, may enter upon Seller's property and remove property belonging to Buyer or any customer of Buyer, including, without limitation, Tooling and other goods, inventory or Seller's Property that has been or is agreed to be sold to Buyer under the Order.

11. 质量：卖方将遵守任何及一切行业质量标准（包括但不限于 TS16949 和 ISO 9000，经修订或替代的及任何适用的政府质量标准，例如但不仅限于中国 CCC 认证）以及由买方及其客户确立的质量标准。卖方在此进一步同意遵守经修订或取代的买方的全球供应商要求手册，买方已提供卖方获得此副本或使用权利的确认证函。

QUALITY: Seller will comply with any and all industry quality standards (including without limitation TS 16949 and ISO 9000, as amended or superseded and any applicable governmental quality standards such as but not limited to China CCC certification) and those quality standards established by Buyer and its customers. Seller further hereby agrees to comply with Buyer's Global Supplier Requirements Manual, as amended or superseded, a copy of or access to which Seller acknowledges has been provided by Buyer.

12. 价格保证：卖方保证出售给买方的货物价格优惠上不低于卖方出售给其他客户类似数量相同或类似货物的价格。卖方同意，如果有必要，可随时降低本订单内的价格以维护此保证。买方也获得卖方向其客户提供的一切折扣、让价和其他优惠条款。卖方在此确认，买方对本订单内销售的特定数量或最低货币量不作任何担保，货物的定价不依赖于任何具体的销售数量。除非买方在《书面签署》中另有特别约定，否则本订单内所载的货物价格不会增长，包括根据货币波动、原材料或组件价格的变动、劳工或经常费用变动，不会有任何具体的增长。

PRICE WARRANTY: Seller warrants that its prices to Buyer for the Goods are no less favorable than those extended by Seller to other customers for the same or comparable goods in comparable quantities. Seller agrees to reduce its prices under this Order if necessary at any time to maintain this warranty. Buyer shall also receive the full benefit of all discounts, premiums and other favorable terms offered by Seller to its customers. Seller hereby acknowledges that the Buyer does not make any guarantees regarding a specific quantity or minimum dollar volume of sales pursuant to this Order and that the pricing of the Goods is not dependent upon any specific volume of sales. Prices charged for Goods listed on the Order are not subject to increase, including specifically any increase based upon currency fluctuations, changes in raw material or component pricing, labor or overhead, unless specifically agreed to by Buyer in a Signed Writing.

13. 发票；付款：当货物以买方接受的形式交货时，卖方可向买方开出货物的发票。除非本订单中另有规定，否则买方的标准付款期限为交付后第二个月的第二天。付款不构成对任何有缺陷或不合格货物的验收。卖方同意，与买方的所有账目将以净结算的基础进行，买方可对卖方的任何账户进行借记和贷记抵消，包括买方的律师费和违约费用，无论此借记和贷记的基础如何，并且无需事先通知。在第 13 条内，“买方”包括买方的母公司、子公司和附属公司，“卖家”包括卖方的母公司、子公司和附属公司。

INVOICES; PAYMENT: Seller will invoice Buyer for Goods when shipped in a form acceptable to Buyer. Buyer's standard payment terms are net second day of the second month after delivery, unless otherwise specified on the face of the Order. Payment will not constitute acceptance of any defective or non-conforming Goods. Seller agrees that all its accounts with Buyer will be administered on a net settlement basis and that Buyer may set off debits and credits, including Buyer's

attorney fees and costs of enforcement, against any of Seller's accounts regardless of basis for such debits and credits and without advance notice. In this Section 13 "Buyer" includes Buyer's parent, subsidiaries and affiliates, and "Seller" includes Seller's parent, subsidiaries and affiliates.

14. 保密信息：卖方确认并同意，其有义务维护在任何订单进行过程中买方向卖方披露的所有信息的保密性（“保密信息”），包括但不仅限于，有关买方或其业务或其客户的任何信息，任何报价请求或订单的存在性和条款，任何图纸、规格或任意一方与任何报价请求或订单有关的其他准备文件。卖方同意，未经买方的事先书面许可，卖方不会为自己或任何第三方的利益披露保密信息或使用保密信息本身。卖方也同意在合理的情况下采取措施保护保密信息的秘密性和保密性。保密信息不包括（i）从买方处收到的属于卖方持有的任何信息（ii）不是卖方的过失，公众获得或获知的任何信息；或（iii）第三方善意提供给卖方，对买方没有保密义务的任何信息。在任何保密信息被买方认为是秘密或保密或符合买方所在国法律下保护的过程中，卖方对保密信息的义务继续有效。应买方要求，卖方会将所有包含、并入或其他买方的保密信息的所有材料（以任何形式）交还给买方。除非另有《书面签署》的同意，否则卖方向买方提供的与每份订单有关的所有信息，应以非保密基础披露，买方有没有义务保持这些信息的秘密性或保密性。没有损伤外观或让其不适合使用之前，卖方不得出售或扔掉或作为废料或以任何其他方式处理任何下文所制造的已完成或部分完成或有缺陷的货物。

CONFIDENTIAL INFORMATION: Seller acknowledges and agrees that it will be obligated to maintain the secrecy and confidentiality of all information disclosed by Buyer to Seller during the course of work under any Order ("Confidential Information"), including, but not limited to, any information regarding Buyer or its business or its customers, the existence and terms of any Request for Quotation or Order, and any drawings, specifications, or other documents prepared by either party in connection with any Request for Quotation or Order. Seller agrees that it will not disclose Confidential Information to or use Confidential Information with or for the benefit of itself or any third party without prior written authorization from Buyer. Seller also agrees to adopt measures to protect the secrecy and confidentiality of Confidential Information that are reasonable under the circumstances. Confidential Information shall not include any information that (a) was in the possession of Seller before receipt from Buyer; (b) is or becomes available to the public through no fault of Seller; or (c) is received by Seller in good faith from a third party having no duty of confidentiality to Buyer. The obligations of Seller with respect to Confidential Information shall remain in effect during the time that any Confidential Information is considered by Buyer to be secret or confidential or otherwise qualify for protection under the laws of the country in which Buyer is located. At the request of Buyer, Seller will return to Buyer all materials (in any form) that include, incorporate, or otherwise Confidential Information of Buyer. Unless otherwise agreed in a Signed Writing, all information provided by Seller to Buyer in connection with each Order shall be disclosed on a non-confidential basis, and Buyer shall have no duty to maintain the secrecy or confidentiality of such information. Seller shall not sell or dispose of, as scrap or otherwise, any completed or partially completed or defective Goods manufactured hereunder without defacing or rendering them unsuitable for use.

15. 知识产权；专利保证：

INTELLECTUAL PROPERTY RIGHTS; PATENT WARRANTY:

A. 如果买方提供货物的设计或对设计货物全部或部分补偿卖方，买方则拥有与此设计有关的所有知识产权。如果卖方提供货物的设计或承担设计货物的全部费用，卖方则拥有与此设计有关的所有知识产权。在第二种情况下，卖方特此授予买方一个永久的、已付费的、不可撤销的免版税许可来制作、有制作、使用，有使用这些知识产权来重做、维修或替换任何有缺陷或不合格货物。买/卖方向另一方保证，下文中其所提供的任何设计不侵犯或不构成对任何专利或专利权的侵犯。

If Buyer furnishes the design for the Goods or reimburses Seller in whole or part for designing the Goods, then Buyer will own all intellectual property rights relating to the design. If Seller furnishes the design for the Goods or bears the full costs of designing the Goods, then Seller will own all intellectual property rights relating to the design. In the latter event, Seller hereby grants Buyer a permanent, paid-up, irrevocable, royalty-free license to make, have made, use, have used, such intellectual property to rework, repair or replace any defective or non-conforming Goods. Each party warrants to the other that any designs which it furnishes hereunder will not infringe or contribute to the infringement of any patent or patent right.

B. 卖方自费赔偿买方并免除买方或其它方因使用货物而涉及对任何现在或将来的专利、版权、工业设计权或其他专有权利的任何涉嫌侵犯而被提出任何主张的损害，根据卖方在本订单下所从事的活动或(i) 单独地；(ii) 组合其内容、设计或结构；或 (iii) 根据卖方建议而组合，来制造、出售或使用货物。卖方将调查和辩护或以其他方式处理此类主张，或应买方要求，协助买方调查、辩护或处理任何此类主张。卖方将支付买方和其他方出售其产品或使用订单下的货物而可能遭受的所有此类索赔的一切费用和赔偿或结算金额。即使买方提供设计的全部或任何部分并且规定卖方使用的处理过程的全部或任何部分，卖方的义务仍适用。

Seller at its expense will indemnify and hold Buyer harmless with respect to every claim that may be brought against Buyer or others that use the Goods, for any alleged infringement of any present or future patent, copyright, industrial design right or other proprietary right based on Seller's activity under an Order, or the manufacture, sale, or use of the Goods (i) alone; (ii) in combination by reason of their content, design or structure; or (iii) in combination in accordance with Seller's recommendations. Seller will investigate and defend or otherwise handle every such claim or at Buyer's request, assist it in its investigation, defense, or handling of any such claim. Seller will pay all expenses and damages or settlement amounts that Buyer and others selling its products or using the Goods of an Order may sustain by reason of each such indemnified claim. Seller's obligations will apply even though Buyer furnishes all or any portion of the design and specifies all or any portion of the processing used by Seller.

C. 卖方将向买方或买方指定的另一方提供，无使用或披露卖方在本订单下所从事活动过程中所取得或开发所得的一切信息和数据的限制。应买方要求，卖方也将与买方或买方指定的另一方讨论，无使用或披露卖方所从事或依本订单所生产的货物的任何潜在设计和质量或制造问题的限制。

Seller will furnish to Buyer, or another party designated by Buyer, without restrictions on use or disclosure, all information and data Seller acquires or develops in the course of Seller's activities under this Order. At Buyer's request, Seller also will discuss with Buyer or another party designated by Buyer, without restrictions on use or disclosure, any potential design, and quality or manufacturing problems with Goods the Seller worked on or produced pursuant to this Order.

D. 应买方要求，卖方将向买方提供买方认为有必要了解的操作并维护依本订单所交付货物的所有其它信息和数据，除卖方的专利权之外，无使用限制。

At Buyer's request, Seller will furnish to Buyer all other information and data of Seller which Buyer deems necessary to understand the operation and to maintain the Goods delivered under this Order, with no restrictions on use other than Seller's patent rights.

E. 在本订单下卖方所从事的活动过程中，就卖方构想或首次付诸实践的任何发明，卖方授予买方一个永久的、已付费的、非排他的全球性许可，买方有权转授他人来制作、有制作，使用、有使用此类发明及其专利。

With respect to inventions which Seller conceives or first reduces to practice in the course of Seller's activities under this Order, Seller grants to Buyer a permanent, paid-up, nonexclusive, worldwide license, with a right to sublicense others, to make, have made, use, have used said inventions and patents on such inventions.

F. 卖方授予买方一个永久的、已付费的、非排他的全球性许可，包括在此所售货物内所含的任何操作系统软件的许可，买方有权转授给任何其附属公司来制作、有制作、使用、有使用和出售在此所售货物或根据现有的任何其他专利或以后由卖方拥有或控制的任何专利的衍生物，这些专利均被买方视为在制造、使用或出售所造产品或为买方或为其附属公司制造、使用或出售所造产品有必要行使许可权的第 0 条。

Seller grants to Buyer a permanent, paid-up, nonexclusive, worldwide license, including a license to any operating software incorporated into the Goods sold hereunder with a right to grant a sublicense to any of its affiliated companies, to make, have made, use, have used and sell the Goods sold hereunder or derivatives thereof under any other patents now or hereafter owned or controlled by Seller which are deemed necessary by Buyer to exercise the license of Section 0 in the manufacture, use or sale of products manufactured by or for Buyer or any of its affiliated companies.

G. 卖方授予买方并同意依照合理的条款和条件授予买方指定的任何附属公司一个非排他的许可，来制作、有制作、使用、有使用和出售根据现有的任何其他专利或以后由卖方拥有或控制的任何专利，其中包括本订单下卖方所从事活动过程中所取得或开发所得的信息或数据中包含的任何技术应用。

Seller grants to Buyer, and agrees to grant to any affiliated company designated by Buyer, a nonexclusive license, on reasonable terms and conditions, to make, have made, use, have used and sell under any other patents now or hereafter owned or controlled by Seller which cover any application of the technology embodied in the information or data Seller acquires or develops in the course of Seller's activities under this Order.

16. 产品保证：有关本订单下所采购的所有货物或服务以及从买方处采购的所有其他货物或服务，卖方明确保证如下的保证期：(a) 货物完全符合所有规格要求、图纸、指示、广告、在容器或标签上的陈述、描述和样品；(b) 货物在工艺和材料上无缺陷，并是新的且质量最好；(c) 买方收到的货物有明确所有权，无任何留置权、扣押权，也无任何专利、版权或商标的实际或涉嫌侵权；(d) 货物应有适销性、安全且符合买方的预期用途，此用途已向卖方说明或卖方已知道；(e) 货物获得适当的装载、包装、标记和分类；(f) 卖方所执行的所有服务应以胜任、熟练的方式来执行并要符合行业标准；以及 (g) 货物的制造应遵守所有适用法律、法规或命令，以及政府或行业机构或协会标准或其他适用于制造、标签、运输、许可、批准或认证的其他标准，包括插图方式，但不限于产品安全、劳动条件和与买方所在国及买方的客户位于使用货物组入车辆卖给买方的最终客户的国家的与歧视有关的任何法律或命令。这些保证是所有其它明示、暗示或法定保证的补充。这些保证适用于检验、测试、交付、接收、买方的使用和支付，并为买方、其继承人/转让人、客户及买方的产品用户的利益而订立的。这些保证可能不受卖方的限制或承担责任。除非买方另有书面说明，否则买方对卖方的设计、材料、工序、图纸、规格或类似要求的批准，不得视为减轻卖方在此

所载的保证，买方对一个或多个项目的任何绘图或规格要求的弃权也不构成之后交付的其余项目的任何此类要求的弃权。

PRODUCT WARRANTY: With respect to the Goods or services purchased under this Order and all other goods or services purchased from Seller, Seller expressly warrants for the Warranty Period as follows: (a) the Goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the Goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the Goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the Goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been held out by Seller or have been made known to Seller; (e) the Goods shall be adequately contained, packaged, marked and labeled; (f) all services performed by Seller shall be performed in a competent, workmanlike manner and in accordance with industry standards; and (g) the Goods shall be manufactured in compliance with all applicable laws, regulations or orders, and governmental or industry agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, product safety, labor conditions and any law or order pertaining to discrimination in the Buyer's country and wherever the Buyer's customer is located as well as in the countries in which the vehicles incorporating the Goods are sold to the Buyer's end customer. These warranties shall be in addition to all other warranties, express, implied or statutory. These warranties shall survive inspection, test, delivery, acceptance, use and payment by Buyer and shall inure to the benefit of Buyer, its successors, assigns, customers and the users of Buyer's products. These warranties may not be limited or disclaimed by Seller. Buyer's approval of Seller's design, material, process, drawing, specifications or the like shall not be construed to relieve Seller of the warranties set forth herein, nor shall a waiver by Buyer of any drawing or specification request for one or more articles constitute a waiver of any such requirements for the remaining articles to be delivered hereunder unless so stated by Buyer in writing.

如果买方在保证期内遇到任何违反上述保证的事宜，根据买方的选择，买方有权采取以下行动：(1) 保留全部或部分有缺陷的货物，提供适当的货物价格调整；(2) 要求卖方维修或更换全部或部分有缺陷的货物，卖方承担全部费用，其中包括所有货运、运输和安装费用，包括在现场对车辆的翻新安装 (3) 矫正或以类似的物料更换有缺陷的物料，并从卖方索取回总费用，包括产品召回、现场操作、缺陷调查、服务活动或任何类似问题的费用；以及 (4) 根据《统一商法典》和任何其他适用法规行使所有其他权利。

If Buyer experiences any breach of the above warranties during the Warranty Period, Buyer shall have the right to take the following actions, at Buyer's option: (1) retain the defective Goods in whole or in part with an appropriate adjustment in the price for the Goods; (2) require Seller to repair or replace the defective Goods in whole or in part at Seller's sole expense, including all shipping, transportation and costs of installation, including retrofitted installation in vehicles in the field (3) correct or replace the defective items with similar items and recover the total cost from Seller, including the cost of product recalls, field actions, defect investigations, service campaigns or any similar issue; and (4) exercise all other rights under the Uniform Commercial Code and any other applicable statutes.

在本订单内，“保证期”是指买方有合同义务向其客户提供的或在本订单中明确指出的保证期，以较长者为准。除上述之外，若保证期过后发现的保证违反事件属于重大性质或在相当大部分货物中发现，卖方同意豁免保证期限，或买方认为发现的缺陷对财物的损害或任何人的健康与安全构成威胁。

For purposes of this Order, "Warranty Period" shall mean such warranty period that Buyer is contractually obligated to provide to its customers or as specified on the front of the Order, whichever is longer. Notwithstanding the foregoing, Seller agrees to waive the expiration of the Warranty Period in the event there are breaches of warranty discovered after the



Warranty Period of a significant nature or in a significant portion of the Goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

17. 维修和更换零件:

SERVICE AND REPLACEMENT PARTS:

A. 卖方以其时公认的产品价格向买方出售买方要履行其本身及其客户的服务和更换零件的所有货物需求。如果货物是系统、模块或组件，卖方出售这些系统、模块或组件的零件或部件，总价格不得超过这些系统、模块或组件的其时公认价减去与这些系统、模块或组件相关的劳动力成本加上单独包装产生的任何实际净成本差。

Seller shall sell to Buyer all Goods necessary for Buyer to fulfill Buyer's and its customer's service and replacement parts requirements at the then-current production prices. If the Goods are systems, modules or assemblies, Seller shall sell the component or parts of such systems, modules or assemblies at prices that will not in the aggregate exceed the then current production price of the system, module or assembly less the costs of labor involved in connection with the system, module or assembly plus any actual net cost differential for required unique packaging.

B. 对于买方客户所需的时间期限（通常是相关车辆的当前车型停产后的 10 至 15 年内），卖方出售给买方的货物数量足以百分百满足买方及其客户对以往车型的服务和更换零件的需求。买方要求的任何价格上涨要经过买方客户的同意，范围仅适用于该价格的上涨。如果买卖方在本节下对服务或更换零件的价格有任何争议，在等待解决此类纠纷的同时，卖方应继续按本订单规定的生产价格向买方供应服务和更换零件。

For the time period required by Buyer's customer (typically between ten and fifteen years after termination of the current model production of the vehicle involved), Seller shall sell to Buyer quantities of Goods sufficient to fulfill 100% of Buyer's and its customers' service and replacement parts requirements for past model years. Any Seller requests for price increases shall be approved only to the extent that said price increases are approved by Buyer's customer. If a dispute arises between Seller and Buyer regarding the price of service or replacement parts under this Section, Seller shall continue to supply Buyer's requirements for service and replacement parts at the production prices set forth in the Order pending resolution of such dispute.

18. 环保声明：卖方应确保其产品对环境的影响，通过努力减少对环境影响的物质的生成和释放，最小化包括但不限于货物及工序对环境的影响。

ENVIRONMENTAL STATEMENT: Seller shall ensure that the environmental impact of its goods, including but not limited to the Goods, and processes are minimized by dedicating their efforts to reducing the generation and release of substances, which may affect the environment.

19. 守法性: 卖方保证, 在履行本订单时, 卖方将遵守所有适用的法律、法规、条例和命令, 并向买方及其指定人提供买方可能不时要求的合法合规性证书或报告。用在零件制造中的所有购得材料应满足当前政府和安全规限对限制、有毒和危险物品的要求; 以及适用于制造国、过境国和销售国的环境、电气和电磁方面的考虑。

LEGAL COMPLIANCE: Seller warrants that it will comply with all applicable laws, regulations, ordinances and orders in performing this Order and will furnish Buyer and its designees with such certificates or reports of legal compliance as Buyer may request from time to time. All purchased materials used in part manufacture shall satisfy current governmental and safety constraints on restricted, toxic, and hazardous materials; as well as environmental, electrical, and electromagnetic considerations applicable to the country of manufacture, transit and sale.

20. 危险物品: 卖方将对货物进行适当的分类、描述、包装、标记、标签以及提供《材料安全数据表》, 并遵守任何有关危险物品的包装与装运的适用法律、法规、条例和命令来进行包装和装运。除非订单中另有规定, 否则有关危险物品的全部订单均以离岸交付方式为买方购买。

HAZARDOUS MATERIALS: Seller will properly classify, describe, package, mark, label and provide Material Safety Data Sheets for the Goods and pack and ship them in compliance with any applicable laws regulations, ordinances and orders relating to the packaging and shipment of hazardous materials. All Orders for hazardous materials will be purchased FOB delivered to Buyer, unless otherwise specified on the Order.

21. 工装: 所有货物、材料、工具、夹具、模具、仪表、固定物、模型、图案、设备、设计、图纸、量具、规格、备件、试验部件、配套产品、买方(或其客户)拥有的物料、及买方或其客户向卖方提供的用于制造货物的物料, 或买方或其客户已偿还卖方用于制造货物的物料(统称为“工装”)的权利、所有权和权益均属买方或其客户拥有的财物。

TOOLING: The right, title and interest to all Goods, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, designs, drawings, gages, specifications, spare parts, trial parts, ancillary products, items owned by Buyer (or by its customer) and other items furnished by Buyer or by its customer to Seller for use in manufacturing the Goods, or for which Seller is reimbursed by Buyer or its customer (collectively, “Tooling”), shall be and remain the property of Buyer or its customer.

如果买方发出一个工装订单, 一旦购得或按照工装订单或买方发出的其他书面文件制造后, 工装及其任意部分, 包括任何和全部的供给、材料、工具、夹具、模具、仪表、固定物、模型、图案、设备、设计、图纸、规格、备件、试验部件和配套产品的所有权利、所有权及权益要马上转移给买方。在订单有效期内, 卖方管有的所有工装被视为托管财物, 不得视为卖方的固定物或卖方不动产的一部分。卖方应承担买方财物的损失和损害风险, 包括但不限于任何工装。卖方 (i) 在其场地内妥善存放并保管买方的工装; (ii) 不得将工装用于履行本订单之外的任何其他用途; (iii) 显著地标明工装(由买方指定)属于买方财物; (iv) 不得与卖方或任何第三方的财物相混淆; (v) 为工装的损失或损害购买适当的保险, 包括但不限于, 购买足够的全火风险和重置价值的附加保险, 并指定买方为追加被保险人; (vi) 采取合理的措施来确保工装不成为任何留置权或其他债权的对象; (vii) 未经买方事先书面同意, 不得将工装转移至卖方或第三方拥有其他场地。买方有权在合理时间进入卖方场地来检查工装及与此有关的卖方的记录。

In the event that Buyer issues a Tooling Order, all right, title, and interest in and to any part of the Tooling, including any and all supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, designs, drawings, specifications, spare

parts, trial parts and ancillary products, shall pass to Buyer as soon as it is acquired or fabricated in accordance with a Tooling Order or other written documentation issued by Buyer. During the term of an Order, all Tooling in the possession of Seller shall be deemed to be bailed property and shall not be deemed to be a fixture or a part of Seller's real property. Seller shall bear the risk of loss of and damage to Buyer's property, including but not limited to any Tooling. Seller shall (i) properly house and maintain the Tooling on Seller's premises; (ii) not use the Tooling for any purpose other than for performance under the Order; (iii) prominently mark the Tooling (as specified by Buyer) as property of Buyer; (iv) refrain from commingling the Tooling with the property of Seller or with that of a third party; (v) adequately insure the Tooling against loss or damage, including but not limited to maintaining full fire and extended coverage insurance for replacement value and naming Buyer as an additional insured; (vi) take reasonable steps to ensure that the Tooling does not become subject to any liens or other claims; and (vii) not move the Tooling to another location whether owned by Seller or a third party, without the prior written consent of Buyer. Buyer shall have the right to enter Seller's premises at reasonable times to inspect the Tooling and Seller's records pertaining thereto.

卖方明确放弃并解除任何及全部的法定，公平法或其他的留置权，包括但不限于任何模具留置权、特殊工具留置权、建造者留置权及类似的卖方拥有或可能拥有或与工具有关的任何及所有工作，包括但不限于设计、制造、改进、维护、维修、使用、装配，组装或开发工装。卖方在此同意，任何损失、债务、费用、支出、诉讼、行动、索赔和所有其他义务和法律诉讼，包括但不限于对工装的这些留置权以任何方式解除、终止或以其他方式撤销有关的所有律师费用和任何诉讼的其他费用，卖方应当向买方赔偿、为其辩护并使其免于其害。有关买方的财物，卖方会将其对第三方的任何索赔转让给买方。

Seller expressly waives and releases any and all statutory, equitable or other liens, including but not limited to any molder liens, special tool liens, builder liens and the like, that Seller has or might have on or in connection with the Tooling for any and all work, including but not limited to, designing, manufacturing, improving, maintaining, servicing, using, assembling, fabricating or developing the Tooling. Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any loss, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings, including without limitation all attorney's fees and any other cost of litigation that are in any way related to releasing, terminating or otherwise removing any such liens placed on the Tooling. Seller will assign to Buyer any claims Seller has against third parties with respect to Buyer's property.

应买方的书面要求，卖方应立即自费依照买方的选择以卖方设施承运人离岸价（出厂交货）或买方地点离岸价（买方工厂到岸价/交付买方工厂）或买方的其他书面指示，按照承运人和买方的要求妥善包装和做标记。卖方将配合买方从卖方处拿走工装的工作。

Upon Buyer's written request, Seller, at its expense, shall immediately deliver the Tooling at Buyer's option F.O.B. Carrier Seller's facility (Ex Works Loaded) or F.O.B. Buyer's premises (CIF Buyer Plant/Delivered Buyer Plant) or as otherwise directed by Buyer in writing, properly packed and marked in accordance with the requirements of the carrier and Buyer. Seller will cooperate with Buyer's removal of the Tooling from Seller's premises.

卖方承担因使用工装而造成的所有人员伤亡或财产损失风险。除非买方另有书面约定，否则卖方自费 (i) 保持工装的良好工作和维修状态，包括日常磨损及卖方的其他用途的维修需要，以及 (ii) 支付工装到期应付的任何及全部的个人财产税。若买方或卖方认为有必要因卖方的正常使用或其他而更换工装，此更换工装的费用应由卖方独自承担，

并且此更换工装仍属于买方的财产。买方不保证任何工装的准确性或其提供的任何供应品或材料的可用性或适用性。在卖方使用前，卖方独自承担检查、测试和批准全部的工装或买方提供的其他材料的责任。

Seller shall assume all risk of death or injury to persons or damage to property arising from use of the Tooling. Unless otherwise agreed to in writing by Buyer, Seller at its own expense shall (i) keep the Tooling in good condition and repair, including repair necessitated by wear and tear and other usage by Seller and (ii) pay any and all personal property taxes which may become due on the Tooling. In the event that it becomes necessary, as determined by either Buyer or Seller, to replace the Tooling due to normal use by the Seller, or otherwise, said replacement Tooling shall be at the sole expense of the Seller and said replacement Tooling shall remain the property of the Buyer. Buyer does not guarantee the accuracy of any Tooling or the availability or suitability of any supplies or material furnished by it. Seller assumes sole responsibility for inspecting, testing and approving all Tooling or other materials supplied by Buyer prior to any use by Seller.

卖方授权买方向相关备案机关提供适当的安全文件，将买方对工装的所有权权益告知此机关。未能提交财务声明将不会改变或变更买方对工装的所有权。经买方要求，卖方向买方提交一份有关所有工装的书面库存清单。

Seller authorizes Buyer to file the appropriate security document(s) with the appropriate filing authority to give notice of Buyer's ownership interest in the Tooling. Failure to file a financing statement will not alter or amend Buyer's ownership rights to the Tooling. Seller shall provide Buyer, upon Buyer's request, with a written inventory of all Tooling.

22. 贸易信贷，原产地：所有的贸易信贷、出口信贷、海关退税、税款和费用回扣等之类的款项均属于买方。卖方将配合买方取得这些好处和信贷。买方可要求卖方向买方及其指定人提供有关原产地和货物价值的证明文件，其中包括，如适用，产品制造誓章和相关的原产地证书（包括但不限于 NAFTA）。

TRADE CREDITS, COUNTRY OF ORIGIN: All trade credits, export credits, customs drawbacks, tax and fee rebates and the like will belong to Buyer. Seller will cooperate with Buyer in obtaining these benefits and credits. Seller will furnish Buyer and its designees with such documentation establishing the country of origin and value of the Goods as Buyer may request, including, as applicable, affidavits of manufacture and relevant (including, but not limited to NAFTA) certificates of origin.

23. 赔偿：在法律允许的最大范围内，因卖方、其雇员、代理人、分包商造成违约索赔、保修索赔、产品召回索赔、产品缺陷调查、服务活动、产品责任索赔、人员伤亡、或财产损害、或以任何方式造成卖方对合同的履行，包括但不限于违约、违反保证或产品责任而造成的任何损失、债务、费用、开支、诉讼、索赔和所有其他义务和法律程序，包括但不限于所有被诉之判决和所有罚款和处罚或强加给接受赔偿人的清算金，和所有律师费和诉讼的任何其他费用（“债务”），卖方同意向买方及其附属公司、其董事、高级职员、雇员、代理人和客户（“接受赔偿人”）赔偿、为其辩护并使其免于其害；但是，卖方向买方赔偿的义务不适用于因买方的疏忽而造成的任何法律责任。在意识到任何实际或潜在债务存在的合理时间内，买方应通知卖方。根据买方的选择，卖方通过买方批准的律师对这些实际或潜在的债务进行辩护，费用由卖方独自承担。但是，如果此解决方案的条款可能会对买方造成重大的不利影响，包括承认货物存在缺陷或买方无法充分及忠实地履行其义务的任何条款，卖方应事先获得买方的同意才可对这些实际或潜在的债务进行解决。另外，买方可以选择对那些声称对买方诉求的债务进行辩护，卖方应每月偿还买方所产生的全部开支、律师费及其他费用，包括任何判决、罚款、处罚或清算金。

INDEMNIFICATION: To the fullest extent permitted by law, Seller agrees to indemnify, save harmless and defend Buyer and its affiliated companies, their directors, officers, employees, agents and customers ("Indemnitees") from and against any loss, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings, including without limitation all judgments rendered against, and all fines and penalties or settlements imposed upon Indemnitees, and all attorneys' fees and any other cost of litigation ("Liabilities") arising out of breach of contract claims, warranty claims, product recall claims, defect investigations, service campaigns, product liability claims, injuries to persons, including death, or damage to property caused by Seller, its employees, agents, subcontractors, or in any way attributable to the performance of Seller, including without limitation, breach of contract, breach of warranty or product liability; provided, however, that Seller's obligation to indemnify Buyer shall not apply to any liabilities solely arising from Buyer's negligence. Within a reasonable time of becoming aware of any actual or potential Liabilities, Buyer shall notify Seller. Seller, at Buyer's option and at Seller's expense, will undertake defense of such actual or potential Liabilities through counsel approved by Buyer. Provided, however, that Seller shall first obtain authorization from Buyer before settlement is made of the actual or potential Liabilities if the terms of such settlement could materially adversely affect Buyer, including any terms which admits the existence of a defect in Goods or a failure of Buyer to fully and faithfully perform its obligations. In the alternative, Buyer may elect to undertake defense of such Liabilities to the extent it is asserted against Buyer, and Seller shall reimburse Buyer on monthly basis for all expenses, attorneys' fees, and other costs, including any judgment, fines, penalties or settlements incurred by Buyer.

24. 保险：在本订单有效期间，卖方应自费购买工人赔偿险、公众责任险（包括合同责任和产品质量责任）以及买方合理提出的其他保险额度并投保另买方满意的保险公司。根据要求，卖方向买方提供保险单，作为保险范围的证明，并指定买方为附加被保险人，如果取消保险或减少保险范围，应提前十五（15）天书面通知买方。买方可决定，卖方是否需要向其提供自身保险的证据。遵守第 24 条的规定不会减轻卖方在第 23 条下的的辩护和赔偿义务。

INSURANCE: During the term of the Order, at its own expense, Seller will maintain insurance coverage for workers' compensation, public liability (including contractual liability and product liability) and any other insurance as may be reasonably requested by Buyer in amounts and with insurers satisfactory to Buyer. On request, Seller will furnish Buyer with certificates of insurance that evidence this coverage, name Buyer as an additional insured, and prohibit the cancellation or reduction of coverage without 15 day's prior written notice to Buyer. At Buyer's option, Seller may furnish evidence of self-insurance. Compliance with this Section 24 will not relieve Seller of its defense and indemnification obligations under Section 23.

25. 分配：如果卖方不能在任何时间向买方提供其订购的全部货物，在将货物分配给其他客户前，卖方将满足买方的全部要求。

ALLOCATION: If Seller is unable, at any time, to supply the entire quantity of Goods ordered by Buyer, Seller will meet all of Buyer requirements before making any allocation among its other customers.

26. 违约终止：若卖方发生违约，买方保留终止订单的全部或任何部分的权利，而不需向卖方承担任何责任。除其他原因外，如下为买方可终止本订单的原因：(i) 如果卖方拒绝履行、违反或威胁违反本订单的任何条款，包括但不限于卖方的保证；(ii) 如果卖方未能按买方的规定履行或交付产品；(iii) 如果卖方未能向买方提供对卖方及时履行其

在任何订单下的任何义务的充分和合理的保证，包括但不限于交付产品；(iv) 如果卖方违约，买方依据其向卖方发出的任何其他订单条款（无论该订单是否与本订单相关）而终止该订单；或 (v) 如果卖方未能保持有竞争力的价格、质量、交货、技术、付款条件或客户支持。若买方的终止行为因任何原因被认定为不当，卖方的损害赔偿限制至若买方是依照第 27.AA 条的为便利而终止，卖方有权获得的赔偿限度。

TERMINATION FOR DEFAULT: Buyer reserves the right to terminate immediately all or any part of each Order, without any liability of Buyer to Seller, in the event of any default by Seller. The following are causes, among others, allowing Buyer to terminate the Order: (i) if Seller repudiates, breaches or threatens to breach any of the terms of the Order including, without limitation, Seller's warranties; (ii) if Seller fails to perform or deliver Goods as specified by Buyer; (iii) if Seller fails to provide Buyer with adequate and reasonable assurance of Seller's ability to perform timely any of Seller's obligations under any Order, including, without limitation, delivery of Goods; (iv) if Buyer terminates for breach any other Order issued by Buyer to Seller in accordance with the terms of such Order (whether or not such other Order is related to the Order); or (v) if Seller fails to remain competitive with respect to price, quality, delivery, technology, payment terms, or customer support. In the event that an act of termination by Buyer is determined to be improper for any reason, the damages available to Seller shall be limited to the damages that Seller would have been entitled to receive if Buyer had terminated for convenience pursuant to Section 27.AA.

27. 因控制权的改变或破产而终止:

TERMINATION FOR CHANGE OF CONTROL OR BANKRUPTCY:

A. 除了任何其他救济之外，若卖方的控制权改变，买方可自行选择立即终止本订单，买方无需承担任何责任。卖方的控制权改变包括：(a) 对卖方用于生产货物的很大一部分资产进行出售、租赁或交换，或卖方对此已达成一项协议；(b) 对卖方的股票或其他所有权的权益进行出售或交换，此举将导致卖方控制权的改变，或卖方对此已达成一项协议；(c) 执行投票或其它协议导致一个人或实体对卖方进行控制或类似行为，此举将导致卖方控制权的改变。卖方应及时书面通知买方，在如下事件发生前 (i) 订立一项协议；或 (ii) 在本条中上述事件发生时。若依照本条款终止订单，买方在终止生效日前应给予卖方至少三十 (30) 天的书面通知。卖方应向买方偿还买方产生的与卖方破产有关的所有费用，包括但不限于所有律师费及其他专业费用。

In addition to its other remedies, Buyer may, at its option, immediately terminate this Order without any liability to Seller upon a change of control of Seller. A change of control of Seller includes: (a) the sale, lease or exchange of a substantial portion of Seller's assets used for the production of Goods, or the entrance into an agreement by Seller regarding the same; (b) the sale or exchange of such an amount of Seller's stock or other ownership interest which would result in a change of control of Seller, or the entrance into an agreement regarding the same; (c) the execution of a voting or other agreement providing a person or entity with control of Seller or of such other amount as would result in a change of control of Seller. Seller shall notify Buyer promptly in writing in the event of the earlier of (i) the entrance into an agreement, or (ii) the occurrence of an event, described above in this Section. In the event of a termination pursuant to this Section, Buyer shall give Seller written notice of the termination at least thirty (30) days prior to the effective termination date. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with a Seller Insolvency, including but not limited to, all attorneys' fees and other professional fees.



B. 若发生如下任何事件，买方可自行选择立即终止本订单，买方无需承担任何责任。(i) 卖方（或其任何附属公司）暂停、或威胁暂停支付其债务或到期无力偿还其到期的债务或承认无力偿还债务、或根据成立所在管辖地下的破产法认为其无法偿还债务；(ii) 卖方（或其任何附属公司）与其所有或任何债权人开始谈判，意图重新安排其任何债务或对其债权人提出建议或任何妥协或安排，而不是与该方达成有偿付能力的合并计划，或不是与一个或多个公司或该方达成有偿还能力的重建计划；(iii) 就卖方（或其任何附属公司）的清算或与其清算有关提交了一份请愿书，给予了一个通告，通过了一个决议或作出了一个命令，而不是与该方达成有偿付能力的合并计划，或不是与一个或多个公司或该方达成有偿还能力的重建计划；(iv) 卖方（或其任何附属公司）的债权人或抵押权利人对资产的全部或任何部分进行扣押或持有、或廉价出售、执行、查封或其他被征收或强制执行或诉讼的过程，这些扣押或过程没有在 14 天内解除；(v) 向法院申请委任一名破产管理人或法院已作出此命令，或如果已给予意向通知要求委任一名破产管理人或已给卖方（或其任何附属公司）委任一名管理人；(vi) 卖方（或其任何附属公司）的资产已有权获得一名浮动担保人或已委任一名接管人；(vii) 一名人士有权对卖方（或其任何附属公司）的资产委任一名接管人或已对卖方（或其任何附属公司）的资产委任一名接管人；(viii) 另一方在任何受管辖的司法区内发生的任何事件或采取的任何法律程序，与本段（含）第（i）至（vii）所述的任何事件有等同或类似的效应；或者 (ix) 卖方停止或威胁停止经营其全部或绝大部分的业务。卖方应向买方偿还买方产生的与卖方破产有关的所有费用，包括但不限于所有律师费及其他专业费用。

Buyer may, at its option, immediately terminate this Order without any liability to Seller upon the occurrence of any of the following events: (i) Seller (or any of its affiliates) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of any insolvency laws within the jurisdiction of its incorporation; (ii) the Seller (or any of its affiliates) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (iii) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Seller (or any of its affiliates) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (iv) a creditor or encumbrancer of the Seller (or any of its affiliates) attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; (v) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator (is appointed over the Seller (or any of its affiliates); (vi) a floating charge holder over the assets of the Seller (or any of its affiliates) has become entitled to appoint or has appointed an administrative receiver; (vii) a person becomes entitled to appoint a receiver over the assets of the Seller (or any of its affiliates) or a receiver is appointed over the assets of the Seller (or any of its affiliates); (viii) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (i) to (vii) of this paragraph (inclusive); or (ix) the Seller ceases, or threatens to cease, to carry on all or substantially the whole of its business. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with a Seller Insolvency, including but not limited to, all attorneys' fees and other professional fees.

28. 为方便起见而终止：除了任何其他买方可以终止订单的权利外，买方可以自行选择给予卖方书面通知后在任何时间以任何理由立即终止本订单的全部或任何部分。

TERMINATION FOR CONVENIENCE: In addition to any other right of Buyer to terminate each Order, Buyer may at its option, immediately terminate all or any part of the Order at any time and for any reason by giving written notice to Seller.

29. 终止要求:

TERMINATION CLAIMS:

A. 经依照第 26、27 或 28 条发出终止通知后，除非买方另有书面指示，否则卖方应 (i) 立即停止本订单下的所有工作；(ii) 将所有可使用的、适销的、卖方按本订单下发运单中确定的数量生产或者获得的、卖方不能用于为自己或他人生产的产品的成品、在制品及原材料/零部件的所有权转移给买方并交付买方；(iii) 解决订单或订单修订或书面签署上明确批准的，分包商就该等解除导致的不可取得赔偿的合理的实际费用而提出的一切索赔（如有）；(iv) 采取合理必需的措施来保护卖方管有但买方享有权益的财产；以及 (v) 经买方要求，配合买方向买方指定的替代供应商另行订购货物。

Upon receipt of notice of termination pursuant to Sections 26, 27 or 28, Seller, unless otherwise directed in writing by Buyer, shall (i) terminate immediately all work under the Order; (ii) transfer title and deliver to Buyer the usable and merchantable finished Goods, work in process, and raw materials/components that Seller produced or acquired in accordance with firm Release amounts under the Order and which Seller cannot use in producing Goods for itself or for others; (iii) settle all claims by subcontractors approved by Buyer on the face of an Order or Order amendment or in a Signed Writing, if any, for reasonable actual costs that are rendered unrecoverable by such termination; (iv) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest and (v) upon Buyer's request, cooperate with Buyer in effecting the resourcing of the Goods covered by the Order to an alternative supplier designated by Buyer.

B. 经依据第 27 或 28 条终止任何订单，买方应向卖方支付下列款项（无需重复计算）：(i) 就所有符合订单要求的产品成品，按订单应付而尚未支付的价款；(ii) 卖方根据本条款上述第 A 条向买方转让的可使用的、适销的在制品和原材料/零部件的合理实际成本；(iii) 卖方为解决因订单或订单修订或书面签署中买方批准的、关于卖方在未发生订单终止情况下本应向分包商负有的义务的索赔而产生的合理实际成本，以及 (iv) 卖方履行其在本条款上述第 A(v)款下的义务而产生的合理实际成本。

Upon termination of any Order by Buyer under Sections 27 or 28, Buyer shall pay to Seller the following amounts without duplication: (i) the Order price for all finished and completed Goods that conform to the requirements of the Order and not previously paid for; (ii) Seller's reasonable actual cost of the usable and merchantable work in process and raw materials/components transferred to Buyer in accordance with subsection A hereof; (iii) Seller's reasonable actual cost of settling claims for the obligations Seller would have had to the subcontractors approved by Buyer on the face of an Order or Order amendment or in a Signed Writing in the absence of termination, and (iv) Seller's reasonable actual cost of carrying out its obligations under subsections A(v).

C. 经依据第 26 条终止订单，卖方无权获得买方的任何进一步付款。

Upon termination pursuant to Section 26, Seller shall not be entitled to any further payments by Buyer.

D. 除了第 0 条的明确规定外，买方没有义务也不应被要求直接或因卖方分包商的索赔而向卖方支付因订单或其他的终止导致的任何其他被指称的损失或费用，无论是预期利润回报损失、不能消化的管理费用、索赔金额的利息、产品开发和工程费用、设施和设备重置费用或租金、未摊销的折旧费、配套产品出口费（包括但不限于装配工、仓储、优质制造成本、装载卡车或其他将生产转移至替代供应商有关的标准业务程序的费用）、或一般和管理行政费用。无论是否有任何相反规定，买方因解除订单而对卖方承担的义务，不得超出买方如未终止该订单时本应向卖方承担的义务。

Except as expressly set forth in Section 0, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontracts, for any other alleged losses or costs, whether denominated as loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, ancillary exit charges (including, but not limited to, costs of riggers, warehousing, premium manufacturing costs, loading of trucks or other standard business procedures related to transitioning production to an alternative supplier), or general and administrative burden charges resulting from termination of the Order or otherwise. Notwithstanding anything to the contrary, Buyer's obligation to Seller upon termination shall not exceed the obligation Buyer would have had to Seller in the absence of termination.

E. 卖方应在依据第 27 或 27.A 条下订单终止生效日起的三十（30）天内向买方提出解约索赔，并提交所有支持其索赔的资料，这些资料应包含在本订单内列举的属于买方对卖方义务的全部项目。买方可在付款之前或之后审查卖方的记录，以核实卖方终止索赔中所要求的金额。

Within thirty (30) days after the effective date of termination under Sections 27 or 27.A, Seller shall furnish to Buyer its termination claim, together with all supporting data which shall consist exclusively of the items of Buyer's obligation to Seller that are listed in this Order. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim.

30. 供应转换：订单因任何原因到期或提前终止后，卖方同意采取所有必要行动来确保买方在货物供应方面没有中断。除其他事项外，卖方还同意采取买方合理要求的行动，完成产品供应从卖方向另一替代供应商的转移，包括但不限于下述行动：(a) 卖方提供买方为向替代供应商发出订单所必需的或希望的所有通知；(b) 卖方提供订单下产品的足够库存，以确保与买方选定的替代供应商之间的转移能够顺利进行；(c) 卖方应将所有工装以及买方或买方客户提供的或者属于买方或买方客户的财产，以卖方接收时的良好状况（正常磨损除外）归还买方；(d) 在工装的断开或拆卸过程中，买方和替代卖方有权进入并积极参与，买方和卖方对地点、时间和退出日期应达成共识；以及 (e) 经买方选择，卖方应：(i) 将与本订单有关的原材料或零部件的任何或所有供应合同或订单转让给买方；(ii) 自付成本，将与本订单有关的任何或所有易腐工装和货物存货出售给买方；和/或 (iii) 按该对象成本的未分摊部分减去买方先前就该对象已向卖方支付的金额，向买方出售与本订单有关的卖方的任何财产。卖方提供文件支持任何未分摊对象的原始成本。“替代卖方”一词明确包括但不限于买方拥有的设施。

TRANSITION OF SUPPLY: Upon the expiration or earlier termination of any Order for whatever reason, Seller agrees to take all actions necessary in order to ensure that there is no interruption in the supply of Goods to Buyer. Among other things, Seller agrees to take such actions as may be reasonably required by Buyer to accomplish the transition from Seller to an alternative seller, including without limitation the following: (a) Seller shall provide all notices necessary or desirable for

Buyer to resource the Order to an alternative seller; (b) Seller shall provide a sufficient bank of goods covered by the Order to ensure the orderly transition to any alternative seller chosen by Buyer; and (c) Seller shall provide to Buyer all tooling and any other property furnished by or belonging to Buyer or any of Buyer's customers in as good a condition as when received by Seller, reasonable wear and tear excepted; (d) Buyer and the alternative seller reserve the right to access and actively participate during the disconnect or disassemble process for the Tooling, and the location, time and date of the exit shall be mutually agreeable between the Buyer and Seller; and (e) Seller shall, at Buyer's option: (i) assign to Buyer any or all supply contracts or Orders for raw material or components relating to the Order; (ii) sell to Buyer, at Seller's cost any or all perishable tooling and Goods inventory relating to the Order; and/or (iii) sell to Buyer any of Seller's property relating to the Order, at a price equal to the unamortized portion of the cost of such items less any amounts Buyer previously has paid to Seller for the cost of such items. Seller shall provide documentation supporting the original cost of any unamortized items. The term "alternative seller" expressly includes, but is not limited to, a Buyer-owned facility.

31. 卖方无终止权：如果订单上明确注明其期限是固定的，卖方无权终止该订单。对于无限期的订单，卖方可向买方发出不少于十二个月的书面通知来终止该订单。

NO TERMINATION RIGHT BY SELLER: If an Order is for a fixed duration, as specified on the face of said Order, Seller shall have no right to terminate said Order. For Orders of indefinite duration, Seller may terminate such Order on no less than twelve months notice provided to the Buyer, in writing.

32. 审计权：卖方在此授予买方权利来查阅所有相关信息，包括但不限于书籍、记录、薪资数据、收据、信件和其他由卖方管有或其控制的文件和材料，或订单下与卖方的任何义务有关的其他信息，或依据订单卖方要求的任何款项。买方有权在任何合理时间指派其授权代表来检查所有这些信息。此外，买方必须可以对本订单下的所有工作、材料、库存进行检查，包括但不限于任何零件、工具、固定物、仪表、模型和其他。服务完成或交付订单下的货物后，卖方应继续保持与该订单有关的所有相关信息四年。如果此类审计披露任何不准确的信息，对任何损失、债务、费用、支出、诉讼、行动、索赔和所有其他义务和法律诉讼，包括但不限于所有律师费用和任何与此有关其他费用，卖方应当向买方赔偿、为其辩护并使其免于其害。卖方应促请其次级供应商向买方授予依据本 32 条下的所有权利。

AUDIT RIGHTS: Seller hereby grants to Buyer access to all pertinent information, including but not limited to, books, records, payroll data, receipts, correspondence and other documents and materials in the possession or under the control of Seller, or otherwise relating to any of Seller's obligations under an Order or any payments requested by Seller pursuant to an Order. Buyer will have the right at any reasonable time to send its authorized representatives to examine all such information. In addition, all work, materials, inventories provided under this Order must be accessible to Buyer, including but not limited to any parts, tools, fixtures, gauges, models and the like. Seller shall maintain all pertinent information relating to an Order for a period of four years after completion of services or delivery of Goods pursuant to that Order. In the event that any such audit discloses any inaccurate information, the Seller shall indemnify, defend and hold harmless Buyer from and against any loss, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings, including but not limited to all attorney's fees and any other cost related thereto. The Seller shall cause all of its sub-suppliers to grant to Buyer all of the rights afforded to Buyer pursuant to this Section 32.

33. 不可抗力：如果由于不同寻常的事件并且不是违约方的过失或疏忽，如天灾、火灾、水灾、风暴、爆炸、暴动、自然灾害和战争所造成的，任何延误或合同任意一方不履行其义务都应被原谅。违约方必须在事件发生后十（10）天内提供此延误的书面通知，包括预计的延误期。在任何延误或卖方未能履行合同期间，买方可自行选择（i）从其他渠道购买货物，并减少向卖方购买此数量，买方无需承担责任；（ii）以本订单所规定的价格，让卖方从其他渠



道提供买方在不同时期要求的数量；或（iii）要求卖方自费向买方交付所有成品、在制品和订单下所生产或取得的部件和材料。如果买方要求，卖方在收到要求后的五（5）天内提供足够保证让延误不会超过买方认为适当的时间期限。如果延误时间超过买方指定的期限，或者卖方没有提供足够保证让延误不会超过此时间期限，除其他救济之外，买方可以立即取消本订单，无需承担任何责任。在卖方的任何直接相关的劳动合同期满之前，因劳动合同期满而预期出现劳动中断或放缓期间，若卖方可合理确定要确保售给买方的货物不间断生产三十（30）天，卖方将自费采取相关行动。

FORCE MAJEURE: Any delay or failure of either party to perform its obligations shall be excused if it is caused by an extraordinary event and without the non-performing party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, natural disasters and wars. Written notice of such delay, including the anticipated duration of the delay, must be given by the non-performing party within ten (10) days of the event. During the period of any delay or failure to perform by Seller, Buyer, at its option (i) may purchase Goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (ii) cause Seller to provide the Goods from other sources in quantities and at times requested by Buyer at the price set forth in this Order; or (iii) may request Seller to deliver to Buyer at its expense all finished goods, work in process and parts and materials produced or acquired for work under an Order. If requested by Buyer, Seller shall, within five (5) days of such request, provide adequate assurance that the delay will not exceed such period of time as Buyer deems appropriate. If the delay lasts more than the time period specified by Buyer, or Seller does not provide adequate assurance that the delay will cease within such time period, Buyer may, among its other remedies, immediately cancel this Order without liability. Prior to the expiration of any directly related labor contract of Seller, Seller at its expense will take such actions as Seller may reasonably determine to ensure the uninterrupted production of Goods for a period of thirty (30) days for Buyer during any anticipated labor disruption or slowdown resulting from the expiration of the labor contract.

34. 约束力：本订单对合同双方及其各自的董事、高级职员、雇员、代理人、分包商和经许可的继承人和受让人均有约束力。

BINDING EFFECT: This Order is binding on the parties and their respective directors, officers, employees, agents, subcontractors, and duly authorized successors and assigns.

35. 救济措施；免责声明：买方的权利和救济措施是累计性的，是作为法律或衡平法所提供的任何其他权利或救济的补充。卖方对其保证或买方的救济措施或买方可诉赔偿的金额和类型的任何试图限制均是无效的。卖方认可并同意，卖方向买方交付货物中任何实际的、预料的或威胁的卖方违反订单之行为，经济赔偿不足以弥补；此外，卖方认可并同意，除买方可能享有的一切其他权利和救济之外，买方有权要求特定履行，以及临时、初步和永久的禁止令或其他衡平法救济作为此等违约行为的救济，这些救济不需买方证明实际损害，也不需契约或其他保障。卖方也认可，客户关闭工厂所引致的问题是经济赔偿不足以弥补的。如果卖方违反或者威胁违反其任何陈述、保证或承诺，买方可以不通知卖方而转向另一供应商订购货物或者同时向另一供应商订购在此购买的任何货物，即让另一供应商生产或准备生产本由卖方生产的货物，以保护买方及其客户。业务转移可能需要很长一段时间，卖方理解，由于存在买方客户可能关闭工厂的风险，买方有理由在不提前通知卖方的情况下着手并转移业务。无论任何订单中是否有任何相反的规定，买方不会放弃，无论是全部或部分，基于任何与本订单或买卖双方之间的任何其他订单（即使该订单是关于其他产品）有关失实陈述、欺诈或胁迫或任何违约或预期违约而可向卖方进行索赔的权利。



REMEDIES; DISCLAIMER: The rights and remedies of the Buyer shall be cumulative and in addition to any other rights or remedies provided by law or equity. Any attempt by Seller to limit its warranties or Buyer's remedies or the amount and types of damages that Buyer may seek shall be null and void. Seller acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of any Order by Seller with respect to its delivery of Goods to Buyer and that, in addition to all other rights and remedies which Buyer may have, Buyer shall be entitled to specific performance and temporary, preliminary and permanent injunctive or other equitable relief as a remedy for any such breach, without proof of actual damages and without bond or other security being required. Seller also acknowledges and agrees that shutting down a customer's plant creates issues for which money damages are not a sufficient remedy. In the event of a breach or threatened breach by Seller of any of the representations, warranties or covenants of Seller, Buyer may, without notice to Seller, resource the production of Goods from Seller to another supplier or dual source any of the Goods covered hereby (i.e., have another supplier produce or be prepared to produce Goods being produced by Seller), to protect Buyer and its customers. This process of moving business may take a considerable amount of time and Seller understands that, given the risks posed by the possible shutdown of Buyer's customer, Buyer is justified in initiating and transferring business without prior notice to Seller. Notwithstanding anything to the contrary contained in any Order, Buyer does not release Seller from any claim against Seller that is based in whole or in part on misrepresentation, fraud or duress in connection with the Order or any breach or anticipatory breach of the Order or any other Order between Buyer and Seller (even if that Order relates to other products).

36. 弃权：买方对在此提供的任何权利或其法律或衡平法下任何权利的放弃，不构成对该权利或其有权享受的任何其他权利的持续或后续放弃。

WAIVER: Buyer's waiver of any right provided herein or to which it is entitled at law or equity will not constitute a continuing or subsequent waiver of that right or a waiver of any other rights to which it is entitled.

37. 买方的责任限制：在任何情况下，买方均不对卖方的任何利润损失、收入损失、生产损失或任何偶然、附带、特别、惩戒性或惩罚性赔偿承担责任。在不限制前述规定的的情况下，各方进一步同意：

LIMITATIONS ON BUYER'S LIABILITY: In no event shall Buyer be liable to Seller for any lost profits, lost revenue, lost production or for any incidental, consequential, special, and exemplary or punitive damages. Without limiting the foregoing, the parties further agree that:

- A. 因终止本协议或任何订单引起的、或与之相关的索赔，卖方的损害赔偿，如有，应仅限于第 0 条（终止索赔）所规定的赔偿；以及

With respect to a claim arising out of or in connection the termination of this agreement or any Order, Seller's damages, if any, shall be limited to the damages set forth in Section 0 (Termination Claims); and

- B. 有关所有其他索赔，卖方的损害赔偿应限制低于：（i）买方向卖方购买的货物在指称违反事项发生前三个月的价值；或（ii）\$100,000 美元（或根据解决此索赔当日货币交换率的欧元等值金额）。”

With respect to all other claims, Seller's damages shall be limited to the lesser of: (i) the value of Goods purchased by Buyer from Seller in the three months immediately preceding the alleged breach; or (ii) \$100,000 US Dollars (or the equivalent Euro amount, based on the currency exchange rate on the date of settlement of such claim).

38. 服务/咨询：在一定程度上，这是一个包含服务或咨询服务的订单；卖方特此将所有依照本订单为买方所做的工作或服务有关的、卖方构思或做的任何及所有的想法、发明、改进、材料、受版权保护的材料、图纸、文件或类似的资料的所有权利、所有权和利益转让给买方。此转让包括其中所有从属的专有权利，卖方将执行任何必要的文件来确认此转让。

SERVICES/CONSULTING: To the extent this is an Order that includes services or consulting services, Seller hereby assigns to Buyer all rights, title and interest in and to any and all ideas, inventions, improvements, materials, copyrightable material, drawings, documents or the like, conceived or made by Seller as a result of or relating to work done or services performed for Buyer pursuant to this Order. Such assignment includes all proprietary rights appurtenant thereto, and Seller will execute any documents necessary to confirm such assignment.

39. 卖方的财务和运营条件：

SELLER FINANCIAL AND OPERATIONAL CONDITION:

A. 卖方在每一订单之日向买方作出如下陈述和保证（卖方在接受本订单下的每一发运单和每次按订单交付时，该等陈述和保证被视为重复作出）：(i) 卖方没有发生无力还债的情况，并一直在按时支付任何到期债务；卖方遵守了所有贷款承诺及其他义务；(ii) 卖方向买方提供的所有有关卖方的财务信息是真实并准确的；(iii) 这些财务信息真实地反映了卖方的财务状况；以及 (iv) 卖方所有的财务报表均在统一、连续适用的基础上按照一般通用的会计准则制作。

Seller represents and warrants to Buyer as of the date of each Order (which representations and warranties shall be deemed repeated as of the date of Seller's acceptance of each Release under the Order and at the time of each delivery under the Order) that: (i) it is not insolvent and is paying all debts as they become due; that it is in compliance with all loan covenants and other obligations; (ii) all financial information provided by Seller to Buyer concerning Seller is true and accurate; (iii) such financial information fairly represents Seller's financial condition; and (iv) all financial statements of Seller have been prepared in accordance with generally accepted accounting principles, uniformly and consistently applied.

B. 应买方要求，卖方应提供其每季和/或每年的财务报表的副本，卖方应允许买方及其代表查阅与遵守每一订单有关的及卖方总体财务状况的财务账簿和记录，并同意为此目的向买方提供查阅这些账簿和记录的一切方便。卖方同意，如果卖方遭遇任何交货或运营问题，买方可以，但并非必须，委派其代表到卖方的适当设施观察卖方的运营状况。卖方同意，如果买方向卖方提供卖方履行任何订单下的义务所必需的任何财务或其他便利，卖方应偿还买方因此产生的所有费用，包括律师费和其他专家费用，并应依据一份进入权和担保协议，允许买方为生产此订单下的货物（以及保障进入权的留置权）之必要而使用卖方的场地、机械、设备和其他财物。此外，卖方同意，将卖方任何即将发生或有可能发生之破产及时书面通知买方。



Upon Buyer's request, Seller shall provide copies of its quarterly and/or annual financial statements, Seller shall permit Buyer and its representatives to review Seller's books and records concerning compliance with each Order and Seller's overall financial condition, and Seller also shall provide Buyer with full and complete access to all such books and records for such purpose. Seller agrees that, if Seller experiences any delivery or operational problems, Buyer may, but is not required to designate a representative to be present in Seller's applicable facility to observe Seller's operations. Seller agrees that, if Buyer provides to Seller any accommodations (financial or other, including providing designated representatives as set forth above) that are necessary for Seller to fulfill its obligations under any Order, Seller shall reimburse Buyer for all costs, including attorneys' and other professionals' fees, incurred by Buyer in connection with such accommodation and shall grant a right of access to Buyer to use Seller's premises, machinery, equipment and other property necessary for the production of Goods covered by such Order (and a lien to secure the access right) under an access and security agreement. Additionally, Seller agrees to provide prompt written notice to Buyer of any impending or threatened insolvency of the Seller.

40. 进厂权、收回权及检查权：可分割性：如本订单中任何条款按任何法律、法规、法令、行政命令或其他法律规则无效或无法执行，此条款应被视为在仅需符合该法律、法规、法令、命令或规则的限度内进行修改或删除，视情况而定，而本订单的其他条款应继续保持充分有效。

RIGHTS OF ENTRY, RECLAMATION, AND INSPECTION: SEVERABILITY: If any term(s) of the Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Order shall remain in full force and effect.

41. 控制语言：若翻译上有任何不一致，则以全球条款和条件的英文文本为准。

CONTROLLING LANGUAGE: The English Version of the Global Terms and Conditions will apply in the event of any disagreement over any translation.

42. 管辖法；论坛：本订单将在买方所在国（州/省，如适用）的法律下解释和执行，并且排除冲突法的适用。无论如何，联合国国际货品销售公约的规定将不适用于本订单。涉及本订单的所有争议应在买方所在国（州/省，如适用）的法院进行专门裁决，或买方自行决定在卖方所在的法院进行裁决。

GOVERNING LAW; FORUM: This Order will be interpreted and enforced under the laws of the country (and state/province, if applicable) where Buyer is situated, without recourse to the conflicts of laws provisions thereof. In no event will the provisions of the U.N. Convention on the International Sale of Goods apply to this Order. All disputes involving this Order shall be adjudicated exclusively in the courts in the country (and state/province, if applicable) where the Buyer is situated or, at the discretion of the Buyer only, in the courts where the Seller is situated.