

Purchasing conditions for production material and spare parts 生产材料及备件采购条件	Version/版本: 06.12.2022
	FORM_333-8
	Page/页码 1 / 10

Purpose

The Purchasing Conditions describe general conditions for purchases of production material, spare parts and direct manufacturing means for products ("goods").

目的

本采购条件描述了生产材料、备件和产品直接制造方式（“货物”）的通用采购条件。

Scope

Purchasing conditions for production material, spare parts and direct manufacturing means for products of the automotive sector for Astotec Automotive Technology (Changzhou) Co., Ltd., No. 2898 XinCheng Avenue Jintan District, Changzhou City, Jiangsu Province, the People's Republic of China ("PRC")

范围

阿斯托特克汽车技术（常州）有限公司（地址：中华人民共和国（“中国”）江苏省常州市金坛区鑫城大道 2898 号）汽车行业产品生产材料、备件和直接制造方式的采购条件。

1 Decisive terms

1.1 The legal relationship between the buyer and the supplier complies with the purchasing conditions at hand and apply to all orders and call-off orders. Deviations require an agreement in writing, otherwise the purchasing conditions shall still apply. With the acceptance of the order any possible supply conditions of the supplier expire, without any particular objection by the buyer. The buyer requests at least one certification of the supplier in accordance with ISO 9001 and aims at a qualification in accordance with IATF 16949. Furthermore the supplier is obliged to adhere to the minimum standards and to adhere to the legal requirements in reference to occupational health and safety, environmental protection, etc. (see section 17).

1.2 Supplier shall not subcontract, directly or indirectly, the businesses or any portion of it without buyer's prior written approval.

2 Orders

2.1 Supply contracts (orders and order acceptances) and call-off orders and the resulting amendments as well, are to be made in writing

2.2 Order confirmations for orders and call-off orders have to be sent in by the supplier within one week. If the delivery is carried out within this period, an order confirmation is not necessary. **The supplier accepts the orders and call-off orders, and the orders and call-off orders become binding unless the supplier objects the order within one week after the receipt.**

In case that supplier rejects or delays delivery under the pretext of holding dissent after acceptance of order, it shall be taken as breach of contract.

2.3 The buyer may request modifications of the delivery item from the supplier anytime. The supplier is obliged to carry out such modifications immediately. Possible amendments and/or deadline changes resulting thereof are to be settled by mutual agreement reasonably.

2.4 The buyer is entitled but shall not be obligated to call upon supplier for providing any goods whatsoever or to warrant a minimum purchasing quantity, qualification or level of goods.

3 Payments

3.1 Payments by the buyer are effected within the respective agreed upon date of payment. On time receipt of accurate, valid, being in compliance with the requirements of the buyer and auditable invoices is required. If the buyer accepts early

1 决定性条款

1.1 买方和供应商之间的法律关系符合现有的采购条件，并适用于所有订单和按需订单。与采购条件不一致的条款需双方签订书面协议，否则本采购条件应继续适用。供应商接受订单后，供应商任何可能的供应条件即失效，对此，买方无任何特别异议。买方要求供应商至少通过一项 ISO 9001 认证，并希望其获得 IATF 16949 资格。此外，供应商有义务遵守最低标准，并应遵守关于职业健康和安全、环境保护等的法律要求（见第 17 条）。

1.2 非经买方事先书面同意，供应商不得直接或间接地转包任何业务或者分包业务的任何部分。

2 订单

2.1 供应合同（订单和订单接受）和按需订单及其修订应以书面形式作出。

2.2 订单确认书和按需订单确认书必须在一周内由供应商发出。供应商在此期间内发货，则不需要订单确认书。**除非供应商在收到订单和按需订单一周内反对，否则视为接受订单和按需订单，该订单和按需订单具有约束力。**

供应商接受订单后又以其存在异议为由拒绝或延迟发货的，则视为供应商违约。

2.3 买方可随时要求供应商修改交付项目。供应商有义务立即作出此类修改。由此可能引发的修订和/或最后期限变更应由双方合理协商解决。

2.4 买方有权但没有义务要求供应商提供货物，且买方没有义务承诺订购货物的最低金额、采购数量和级别等。

3 付款

3.1 买方将在约定的付款日期付款。前提是，买方及时收到金额正确、合法有效、符合买方要求的可审计的发票。买方接受提前交货的，付款日期与原定付款日期一致。

Bearbeitet:
Christian Wirth

geprüft:

Christian Wirth

freigegeben:
Bianca Moser

Erstellung: Franz Schneeberger

Purchasing conditions for production material and spare parts 生产材料及备件采购条件	Version/版本: 06.12.2022
	FORM_333-8
	Page/页码 2 / 10

deliveries the payment date complies with the original payment date.

- | | | | |
|-----|--|-----|---|
| 3.2 | The buyer pays by means of bank transfer. | 3.2 | 买方将通过银行转账的方式付款。 |
| 3.3 | Non-conforming delivery entitles the buyer to withhold the entire payment until proper due performance. | 3.3 | 供应商交货不符合规定的，买方有权扣留全部款项，直至供应商适当履行为止。 |
| 3.4 | The supplier is not entitled to cede bills receivable or to let third parties collect them without approval of the buyer. | 3.4 | 未经买方批准，供应商无权放弃应收账款，亦无权交由第三方收取。 |
| 3.5 | Official tax invoices have to contain the order number of the buyer in any case and, if stated in the order, the item number. Without these specifications invoices cannot be checked and settled and the buyer is entitled to refuse the payment. There has to be one invoice for each delivery note. | 3.5 | 在任何情况下，正式税务发票均应包含买方的订单号，订单中有此规定的，还应包含物品编号。如无买方订单号（和物品编号），买方将无法核对和结算发票，买方因此有权不予付款。每张交货单均须随附一张发票。 |

Unless otherwise agreed by both Parties, supplier shall hand over all the invoices of payable expenses of the current month to the buyer in one time, the buyer is entitled to reject the payment of the amount without on-time invoices and the buyer shall not assume any responsibility or pay any expense. Supplier hereby waives the right of objection for any difference in amount five (5) calendar days after issuance of invoices.

除非双方另行约定，供应商应当一次性向买方递交所有当月应付费用的发票。买方有权拒绝支付所有未按时开具发票的付款项目，而不为此承担任何责任或支付任何费用。开发票五（5）个日历日后，供应商特此放弃所有金额差异的异议权。

- | | | | |
|-----|---|-----|---|
| 3.6 | In reference to payments the buyer reserves the right to set off his own claims or counterclaims by other associated companies from the group of companies of the buyer from the payment payable to the supplier. | 3.6 | 就付款而言，买方保留将其自身的索赔或其集团公司的其他关联公司提出的反诉从其支付给供应商的款项中予以抵销的权利。 |
|-----|---|-----|---|

Any amount which shall be paid by supplier to the Buyer shall be, subject to the choice of the Buyer, 1) paid in cash (bank transfer, check, etc), 2) or deducted from the accounts payable of buyer.

任何供应商应当向买方支付的款项，买方均可选择 1) 要求供应商以现金形式（银行转账、支票等）支付；2) 从买方应付账款中扣除。

- | | | | |
|-----|--|-----|--|
| 3.7 | Supplier shall be liable for the authenticity, accuracy, effectiveness, validity and completeness of the deposit bank designated by supplier. The buyer shall not take any liabilities for mistake or failure of payment caused by the faults of the supplier. | 3.7 | 供应商应当对其提供的收款银行账户信息（的真实性、合法性、有效性、准确性、完整性负责。因供应商过错而导致的付款错误或付款不能，买方不承担任何责任。 |
|-----|--|-----|--|

The supplier shall notify the buyer in writing at least [one (1) week] before changing the above bank account. The buyer has the right to orally confirm any changes to the bank account with supplier. Any delay of payment caused by a late notice by supplier shall not be considered as the breach of contract by Buyer.

在变更上述银行账户前，供应商应至少提前[一（1）个星期]给予买方书面通知。买方有权以口头形式与供应商确认银行账户的变更事宜。任何因供应商延迟发出上述通知而导致的付款延迟不得视为买方违约。

4	Notice of defects	4	缺陷通知
----------	--------------------------	----------	-------------

- | | | | |
|-----|--|-----|---|
| 4.1 | Even though buyer has checked and accepted the goods, during reasonable period after acceptance (in accordance with the character of goods), if buyer finds that the goods provided by supplier are defective or do not conform to the agreed terms, buyer shall notify in writing supplier of such defects without delay. Insofar the supplier abstains from a late notification of defects. In this case, buyer is still entitled to require supplier to return the goods in full amount, replace the goods, repair the goods at its sole discretion and demand indemnification for losses and any cost arising therefrom shall be borne by supplier on its own. | 4.1 | 即使买方已经对货物验收完毕，但是在收货后合理时间内（依货物性质而定），若买方发现供应商提供之货物存在缺陷或不符合约定条件的，必须立即以书面形式报告。供应商不得主张买方延迟通知。

在此种情况下，买方仍然有权自主选择要求供应商全额退货、换货、修理并主张损失赔偿，且供应商应独自承担因此产生的任何费用。 |
|-----|--|-----|---|

“Defect” refers to that the products fail to comply with standards as agreed by both parties, or fails to comply with national and industry standards on human health, personal and property safety, or products constitute an unreasonable threat to personal safety or to safety of another person’s property.

“缺陷”是指产品不符合双方约定的标准，或不符合人体健康和人身、财产安全的国家标准、行业标准，或产品存在危及人身、他人财产安全的不合理的危险。

Bearbeitet: Christian Wirth	geprüft: Christian Wirth	freigegeben: Bianca Moser
Erstellung: Franz Schneeberger		

Purchasing conditions for production material and spare parts 生产材料及备件采购条件	Version/版本: 06.12.2022
	FORM_333-8
	Page/页码 3 / 10

<p>4.2 The incoming goods inspection by the buyer is merely an additional not obligatory quality assurance measure that examines the required quality by auditing. Hence the supplier is solely responsible for the proper quality of his goods in accordance with the agreed specification in writing by both Parties and therefore the supplier explicitly abstains from an objection of a not executed or not properly executed notification of defect.</p> <p>4.3 The inspection conducted by buyer at the reception of the goods shall only limited to the inspection on quantity and qualification as well as externally visible damage. Supplier's failure to provide the conforming goods constitutes a material breach of this Agreement and buyer is entitled to reject to reception of the goods. buyer's reception of any goods does not constitute a waiver of, or otherwise limit, any of buyer's rights resulting from supplying defective goods by supplier.</p> <p>4.4 After buyer checks and accepts the goods, representatives of buyer and supplier shall sign on the delivery note respectively. The delivery note with the signatures of representatives of the Parties shall be final reference for settlement. Upon the signature of the delivery note by both Parties, the delivery of goods shall be deemed complete, and risks of damages or loss of goods before the completeness of delivery shall be borne by supplier. In addition, the ownership of the goods shall be transferred from supplier to buyer at the time of delivery.</p> <p>5 Non-disclosure</p> <p>5.1 The contractual parties undertake to maintain confidentiality in reference to all commercial and technical details in the course of this business relationship.</p> <p>5.2 Documentation and means of production which the buyer hands over in the course of the execution of the order may only be given to a third party (e.g. sub-suppliers) with approval by the buyer. Duplications of such documents are only admissible for operation requirements and in due consideration of copy right regulations.</p> <p>5.3 Sub-suppliers have to be included correspondingly in these obligations. Any losses caused by breach of confidentiality obligations of sub-suppliers shall be borne by the supplier.</p> <p>5.4 The use of the business relationship for promotional purposes requires the written approval of the buyer.</p> <p>6 Delivery dates, delivery quantities and delivery deadlines / terms of delivery</p> <p>6.1 The supplier undertakes to delivery reliability. The deliveries shall basically be handled in accordance with the directions of the buyer.</p> <p>6.2 Agreed upon delivery dates, delivery quantities and delivery deadlines are binding; the receipt of the delivery at the place of delivery is decisive.</p> <p>6.3 For deliveries FCA "named place", the consignment has to be provided in time and the forwarding agent has to be notified. Unless otherwise expressly agreed in writing, all deliveries shall be made DDP.</p> <p>6.4 The Incoterms in the respective valid version apply.</p> <p>6.5 When delivering goods, the supplier shall respect all the relevant management regulations established by the buyer and truthfully disclosed by the buyer. The supplier</p>	<p>4.2 买方的进货检验系通过审计的方式检查所需质量，只是一项附加的而非强制性的质量保证措施。</p> <p>因此，供应商应全权负责确保其交付货物质量符合双方书面约定的规格，因此，供应商明确放弃对未发出或未适当发出缺陷通知提出任何异议。</p> <p>4.3 买方在接收货物时开展的检验仅限于货物的数量和规格以及外部可见损坏。若货物不符合检验标准，将视为供应商实质违反本协议且买方有权拒绝接收货物。买方对任何货物的接收并不构成买方对因供应商供货不符合约定后行使的任何权利的放弃或其他限制。</p> <p>4.4 在买方验收货物完毕后，买方和供应商的代表应分别在交货单上签字。经双方代表签字后的交货单是双方最终的结算依据。经双方代表签字后始得视为货物的交付，交付前的货物损毁灭失风险应由供应商承担。此外，货物所有权自交付时由供应商转移至买方。</p> <p>5 保密</p> <p>5.1 各缔约方应对该业务关系过程中所有商业和技术细节保密。</p> <p>5.2 经买方批准，供应商方可向第三方（如次级供应商）提供买方在执行订单过程中移交的文件和生产资料。在运营需要并适当考虑版权规定的情况下，才可接受该等文件的副本。</p> <p>5.3 次级供应商必须相应受该等义务约束。次级供应商违反保密义务所造成的一切损失由供应商承担。</p> <p>5.4 供应商将该业务关系用于宣传目的的，需经买方书面批准。</p> <p>6 交货日期、交货数量和交货期限/交货条款</p> <p>6.1 供应商承诺按时交货。一般而言，交货应遵循买方的指示。</p> <p>6.2 约定的交货日期、交货数量和交货期限具有约束力；在交货地点收货构成决定性证据。</p> <p>6.3 采用 FCA（货交承运人）“指定地点”交货的，供应商必须及时提供货物，并通知货运代理人。除非另有书面明确约定，所有交货均应为完税后交货。</p> <p>6.4 适用相应有效版本的《国际贸易术语解释通则》。</p> <p>6.5 供应商交付货物时应遵守买方制定的各项管理制度，买方应当如实告知。供应商承诺：如果违反买方的有关规章制度时，同意依照买方管理制度接受处罚。</p>
---	---

Bearbeitet:
Christian Wirth

geprüft:
Christian Wirth

freigegeben:
Bianca Moser

Erstellung: Franz Schneeberger

Purchasing conditions for production material and spare parts 生产材料及备件采购条件	Version/版本: 06.12.2022
	FORM_333-8
	Page/页码 4 / 10

undertakes to accept punishment pursuant to buyer's management regulations in case of any violation in respect thereof.

7 Delay in delivery

7.1 When the supplier realizes that an agreed upon delivery deadline cannot be met, he is obliged to notify the buyer immediately and has to state the extent of the possible delay. **Supplier's failure to deliver the goods in accordance with the site and time agreed constitutes a material breach of contract and the buyer is entitled to reject to reception of the goods.**

The buyer reserves the right, by setting an appropriate period of grace, to accept the subsequent delivery or to withdraw from the contract.

7.2 Buyer's reception of any goods does not constitute a waiver of, or otherwise limit, any of buyer's rights resulting from late delivery nor obligate buyer to receipt delivery of any additional goods.

7.3 The supplier shall be liable to the buyer for any losses (including direct losses and indirect losses) caused by delay. This also applies to losses resulting from business interruption.

8 Force Majeure

Delays or failure because of force majeure in the course of the fulfilment of the contractual obligations and these terms by the supplier, insofar as they result from events or incidents, such as damage caused by natural disasters, provisions of a government agency, fire, floods, explosions, war, labour disputes (including lock-outs and strikes), or court orders relieve the contractual partner of the obligation to perform the contract, to the extent of its effect and for the duration of the interruption. The contractual partners undertake within the scope of reasonableness to submit the necessary information immediately and to adjust their obligations in good faith to the changed conditions. It is explicitly stated in this connection that impairment of performance due to defects of manufacturing equipment is not force majeure.

9 Quality and documentation

9.1 The supplier will manufacture the specified delivery items under observance of the specified, contractually agreed and/or acknowledged characteristics by the buyer and will support his manufacturing process through the best available technological quality organization, so that deliveries free from defects are guaranteed. Modifications of the delivery items suggested by the supplier require in any case the approval of the buyer in advance.

9.2 If the buyer requests initial samples in his order, they have to be presented together with the initial sample report, carried out by the supplier, in accordance with the formal requirements of the buyer at the agreed upon date. Serial production must not start before the receipt of the release by the buyer.

9.3 Irrespective of the mandatory and contractual quality responsibility of the supplier the buyer offers to support the supplier on request and in accordance with his own capacities in reference to quality assurance and quality

7 延迟交货

7.1 供应商意识到无法在约定的交货期限前交货时，其有义务立即通知买方，并说明可能的延迟时间。**若供应商没有按照约定的时间和地点交货，将视为供应商实质违反合同且买方有权拒绝接收货物。**

买方保留通过设定适当的宽限期接受后续交货或退出合同的权利。

7.2 买方对任何货物的接收并不构成买方对因供应商延迟到货后可行使的任何权利的放弃或其他限制，也不构成买方接收供应商送达的任何额外货物的义务。

7.3 对于因延迟造成的任何损失（包括直接和间接损失），供应商应向买方承担责任。前述规定同样适用于因业务中断造成的损失。

8 不可抗力

供应商因不可抗力而迟延履行或未履行合同义务和该等条款的，只要该等迟延履行或未履行系因事件或事故造成，例如自然灾害、政府机关的规定、火灾、洪水、爆炸、战争、劳资纠纷（包括停工和罢工）或法院命令，即在不可抗力影响范围内和业务中断期间豁免合作方履行合同的义务。缔约方承诺在合理范围内立即提交必要的信息，并善意根据变化后的条件调整双方义务。需要明确的是，因制造设备缺陷影响履行的，不属于不可抗力。

9 质量和文件

9.1 供应商将按照规定的、合同约定的和/或买方认可的特性制造规定的交付物品，并将通过最好的技术质量组织支持其制造过程，从而保证交货无缺陷。在任何情况下，供应商提议修改交付物品的，均需事先获得买方批准。

9.2 买方在其订单中索要初始样品的，供应商必须按照买方的正式要求于约定日期提交初始样品，同时随附初始样品报告。在收到买方许可之前，供应商不得开始批量生产。

9.3 不论供应商的法定和合同约定的质量责任如何，买方将在供应商请求时根据自身能力提供质量保证和质量改进方面的支持。因提供支持所产生的一切费用由供应商承担。

Bearbeitet:
Christian Wirth

geprüft:

Christian Wirth

freigegeben:
Bianca Moser

Erstellung: Franz Schneeberger

Purchasing conditions for production material and spare parts 生产材料及备件采购条件	Version/版本: 06.12.2022
	FORM_333-8
	Page/页码 5 / 10

improvement. Any costs incurred from the support shall be borne by the supplier.

- | | |
|---|--|
| <p>9.4 For delivery items which require mandatory documentation, the supplier is obliged to put continuously down in writing when, how and by whom the compliance with the characteristics for which documentation is mandatory has been tested and which results these tests show. The documents have to be kept for at least 20 years and have to be presented to the buyer on his request. To the extent applicable, this obligation also applies to government representatives, who are responsible for the verification of legal regulations for final products which are equipped with the delivery items. The supplier is obliged to forward the buyer all the necessary explanations about the customs origin of the goods in advance. If necessary, a written long-term supplier declaration must be made by the supplier. The supplier is liable for all disadvantages incurred by the buyer by an incorrect or delayed supplier declaration. At the request of the buyer, the supplier has to prove its detail origin of goods by means of confirmation by the customs office information sheet.</p> | <p>9.4 对于需要强制性文档记录的交付物品，供应商有义务持续以书面形式记录何时、如何和由谁测试是否符合强制性文档的规定以及测试结果如何。该等记录文件必须保存至少 20 年，并在买方索取时提交给买方。如适用，此项义务同样适用于负责核查配备交付物品的最终产品是否符合法律规定的政府代表。供应商有义务提前向买方提供所有必要信息，以便买方向海关说明货物原产地。如有必要，供应商必须做出书面的长期供应商声明。供应商应对因供应商提供错误声明或延迟提供声明而给买方造成的所有损害负责。经买方要求，供应商必须通过海关信息表确认详细的货物原产地。</p> |
| <p>9.5 The supplier undertakes to include his sub-suppliers in the obligations of this purchasing conditions and supply contract and is therefore directly liable to the buyer. All loss (including direct and indirect loss) caused by the sub-suppliers' breach of contract shall be borne by the supplier.</p> | <p>9.5 供应商承诺促使其次级供应商遵守本采购条件和供应合同规定的义务，因此，供应商应直接就次级供应商的行为对买方负责。一切由于次级供应商的违约行为而导致的损失（包括直接和间接损失）均由供应商承担。</p> |
| <p>10 Warranty</p> | <p>10 质保</p> |
| <p>10.1 If defective or wrong goods are delivered and in case of any sort of deficiencies, the buyer will inform the supplier as soon as possible about it and will give the supplier the opportunity to replace, refinish and to deliver at a later stage. If the supplier does not immediately make use of this possibility, the buyer can withdraw from the contract with immediate effect and can send back the goods at the cost and risk of the supplier. In urgent cases and after clearance with the supplier, the buyer can start refinishing procedures himself or commission a third party to do it. Costs arising from that have to be covered by the supplier. In case of defective delivery or delay in delivery caused by the supplier, the buyer is entitled, after the first fruitless notice of defect or notice of delay and setting of a period of grace, to withdraw from the contract. If the supplier wishes, the buyer will send back defective parts at the expense and risk of the supplier.</p> | <p>10.1 如果供应商交付有缺陷或错误的货物，或货物出现短缺，买方将尽快通知供应商，并给予供应商更换、纠正和在后续交付的机会。如果供应商未立即利用此机会，买方可立即退出合同，并可在供应商承担相关费用和风险的情况下发回货物。在紧急情况下，经供应商允许，买方可自行启动纠正程序或委托第三方补救。因此产生的费用由供应商承担。由于供应商的原因造成交货缺陷或交货延迟的，买方有权在第一次发出缺陷通知或延迟通知并设定宽限期无果后退出合同。如果供应商愿意，买方将退回有缺陷的零件，相关费用和 risk 由供应商承担。</p> |
| <p>Details are as follows:</p> | |
| <p>10.1.1 Prior to inspection and acceptance of goods, buyer is entitled to: I) reject accepting the goods and reject paying any amount due or to be due soon, and or II) seek immediately the third party supplier to provide goods to buyer, all the extra expenses incurred (including but not limited to transportation fee, emergency fee and price differences) shall be on supplier's account, and or III) buyer can choose to accept the goods and the payment shall be exempted or reduced to some extent in accordance with the nature and extent of supplier's breach of contract.</p> | <p>10.1.1 在买方未验收货物前，买方有权：1) 拒收货物并且拒绝支付所有已到期和即将到期的所有货款；和或 2) 立即寻求第三方供应商向买方供货，所产生的所有额外费用（包括但不限于额外的运输费、加急费和货物差价）由供应商承担；和或 3) 买方可以选择接受货物，双方应当按照供应商的违约性质和程度对货款进行一定程度的减免。</p> |
| <p>10.1.2 After buyer checks and accepts the goods and before buyer settles the payment, buyer is entitled to: I) return all the goods which do not conform to this Agreement and all the extra expenses incurred (including but not limited to freight charges) shall be on supplier's account; and or II) seek immediately the third party supplier to provide Goods to buyer, all the extra expenses incurred (including but not</p> | <p>10.1.2 在买方验收货物后，尚未向供应商结算货款之前，买方有权：1) 退回所有违约货物，所产生的所有额外费用（包括但不限于来回运费）由供应商承担；和或 2) 立即寻求第三方供应商向买方供货，所产生的所有额外费用（包括但不限于额外的运输费、加急费和货物差价）由供应商承担；和或 3) 买方可以选择接受货物，双方应当按照供应商的违</p> |

Bearbeitet:
Christian Wirth

geprüft:
Christian Wirth

freigegeben:
Bianca Moser

Erstellung: Franz Schneeberger

Purchasing conditions for production material and spare parts 生产材料及备件采购条件	Version/版本: 06.12.2022
	FORM_333-8
	Page/页码 6 / 10

<p>limited to transportation fee, emergency fee and price differences) shall be on supplier's account; and or III) buyer can choose to accept the goods and the payment shall be exempted or reduced to some extent in accordance with the nature and extent of supplier's breach of contract. buyer will pay according to the new price after reduction and exemption; and or IV) require supplier to replace or repair the goods.</p> <p>10.1.3 After buyer settle the payment to supplier, buyer is entitled to: I) return all the goods which do not conform to this Agreement and all the extra expenses incurred (including but not limited to freight charges) shall be on supplier's account; and or II) seek immediately the third party supplier to provide goods to buyer, all the extra expenses incurred (including but not limited to transportation fee, emergency fee and price differences) shall be on supplier's account; and or III) buyer can choose to accept the products and the payment shall be exempted or reduced to some extent in accordance with the nature and extent of supplier's breach of contract. The expenses exempted or reduced can be deducted from any amount payable (paid or unpaid) to supplier; and or IV) require supplier to replace or repair the goods.</p> <p>10.2 The warranty period is 36 months from the initial operation/initial registration of the product or vehicle equipped with the delivery item.</p> <p>10.3 If not dealt with separately in this purchasing conditions, the corresponding laws for warranty apply.</p> <p>11 Liability</p> <p>If not dealt with separately in this purchasing conditions, the supplier is responsible for the compensation of damages (including direct and indirect loss), which have been caused by the supplier:</p> <p>11.1 The supplier will indemnify the buyer, his employees, authorized agents, successors, legal successors, customers and users of the goods from all the damages, costs, obligations for compensation for damages, claims, legal disputes and obligations (including recall costs, corrective maintenance costs, replacement purchase costs; compensation of follow-up damages, court charges and legal fees), which result from defective goods manufactured by the supplier. Upon request of the buyer, the supplier will immediately resume responsibility for the legal defense against a lawsuit or a threatened lawsuit instigated by a third party against the supplier and/or the buyer.</p> <p>11.3 The buyer is entitled to collect penalty for supplier's breach of contract, the calculation method is as follows:</p> <p>11.3.1 In the case that the goods provided by supplier do not conform to the agreement (including but not limited to quality, quantity, package, character), supplier shall pay buyer penalty equivalent to 100% of the total value of this batch of goods.</p> <p>11.3.2 In the case that supplier delay the delivery, supplier shall pay buyer the penalty equivalent to 5% of the total value of this batch of goods as of the date of delay.</p> <p>11.4 Such clause shall not be considered as limitations for buyer to enjoy other legal rights concerning the supplier's breach of agreement, including but not limited to the right to claim compensation for breach of agreement, and the right to claim compensation for actual losses in accordance with the laws and regulations. Under such conditions as the supplier breach the agreement, buyer can use the foresaid rights simultaneously.</p>	<p>约性质和程度对货款进行一定程度的减免，买方依照减免后的新价格付款；和或 4) 要求供应商换货或修理。</p> <p>10.1.3 在买方向供应商结算货款之后，买方有权：1) 退回所有违约货物并收回所有货款，所产生的所有额外费用（包括但不限于来回运费）由供应商承担；和 或 2) 立即寻求第三方供应商向买方供货，所产生的所有额外费用（包括但不限于额外的运输费、加急费和货物差价）由供应商承担；和或 3) 买方可以选择接受货物，双方应当按照供应商的违约性质和程度对货款进行一定程度的减免。该部分减免的费用，买方可以从任何对供应商的应付款（包括已发生的和未发生的）中扣除；和或 4) 要求供应商换货或修理。</p> <p>10.2 保修期为自配备交付物品的产品或车辆首次运行/首次注册后 36 个月。</p> <p>10.3 本采购条件未另行规定的，适用相应的保修法律。</p> <p>11 责任</p> <p>本采购条件中未单独规定的，供应商应负责赔偿因其造成的损害（包括直接和间接损失）：</p> <p>11.1 供应商应赔偿买方、买方雇员、授权代理人、承继人、法定继承人、客户和货物用户因供应商所生产缺陷产品遭受的所有损害、费用、损害赔偿义务、索赔、法律纠纷和义务（包括召回成本、纠正性维护费用、更换采购费用；后续损害赔偿、诉讼费用和律师费）。经买方要求，供应商应立即就第三方针对供应商和/或买方提起的诉讼或受胁迫诉讼承担辩护责任。</p> <p>11.3 买方有权针对供应商的违约行为向其收取违约金，其计算方式为：</p> <p>11.3.1 若供应商提供货物不符合约定（包括但不限于质量、数量、包装、品质不符合约定），则供应商应当向买方支付相当于该批次货物总价值 100%的违约金。</p> <p>11.3.2 若供应商延迟到货的，则自延迟到货之日起，供应商应当向买方支付相当于该批次货物总价值 5%的违约金。</p> <p>11.4 本条之规定不应构成买方针对供应商的违约行为而享有的其它合法权利的限制，包括但不限于买方享有的违约赔偿请求权，以及买方依据法律法规享有的实际损失赔偿请求权。在供应商发生违约行为的情形下，买方的上述权利可以同时使用。</p>
---	--

Bearbeitet:
Christian Wirth

geprüft:

Christian Wirth

freigegeben:
Bianca Moser

Erstellung: Franz Schneeberger

Purchasing conditions for production material and spare parts 生产材料及备件采购条件	Version/版本: 06.12.2022
	FORM_333-8
	Page/页码 7 / 10

<p>11.5 If the buyer is called upon because of a liability, irrespective of the party at fault, according to unconditional domestic or foreign laws, the supplier shall bear all losses (including direct and indirect loss) on behalf of the buyer's party.</p> <p>11.6 The supplier is obliged to insure himself sufficiently against the risks arising from his liability and to provide evidence of the insurance coverage. In case of violation the buyer may withdraw from the contract with immediate effect.</p> <p>11.7 The buyer is liable only due to its intentional acts for gross negligence.</p> <p>11.8 Notwithstanding any other provision herein to the contrary, the buyer shall not be liable to supplier in respect of any consequential or indirect loss (whether or not foreseeable at the date hereof), arising out of the performance of any contract, irrespective of negligence, including but not limited to loss of profits, loss of use, loss of production or business interruption.</p> <p>12 Intellectual property rights</p> <p>12.1 Supplier shall ensure that no third party may claim any right against buyer with regard to the delivered goods. Supplier shall be solely liable for claims due to the violation of third party rights related to the goods including but not limited to industrial and intellectual property rights.</p> <p>The supplier is liable for claims which arise, although the delivery items have been used in accordance with the contract, from the violation of intellectual property rights or registrations. He will indemnify and hold the buyer and his purchasers harmless from such claims or he will compensate for any damages arising from them. This applies especially for costs arising from transport, assembly, disassembly and other costs in connection with these procedures</p> <p>12.2 The supplier is not liable if claims arise from the usage of documentation or from means of production of the buyer.</p> <p>12.3 The contractual parties undertake to notify each other immediately of present or threatened claims and thus make it possible to counteract to these claims jointly.</p> <p>12.4 The supplier will notify the buyer of possible intellectual property rights or protection registrations for the delivery items.</p> <p>13 Documentation and means of production</p> <p>The usage of our documentation and means of production for the manufacturing by third parties are to be explicitly approved by the buyer. Otherwise, all loss (including direct and indirect loss) caused by third party's using Buyer's documentation and means of production shall be borne by the supplier.</p> <p>14 Product life-cycle and spare part demand</p> <p>14.1 In order to safeguard the spare part supply obligation of the buyer against its customers, the supplier guarantees, irrespective of the duration of this contractual relationship, to meet the demand for spare parts on par with the series for a period of 15 years from the termination of the serial production of the final product on and irrespective of the reason for the termination. If the demand for spare parts on par with the serious cannot be satisfied, the supplier shall indemnify all direct and indirect loss caused to Buyer. The</p>	<p>11.5 如果任何人依据国内外法律要求买方承担无过错责任, 无论过错方是谁, 供应商应代表买方承担所有损失 (直接和间接损失)。</p> <p>11.6 供应商有义务为自身购买充分的责任险, 并提供投保证明。如有违反, 买方可立即退出合同。</p> <p>11.7 买方仅在故意或重大过失的情况下承担责任。</p> <p>11.8 无论本采购条款是否有其他规定, 买方均不对供应商承担因履行任何合同, 无论是否出于疏忽, 而造成供应商任何性质的间接损失 (无论任何合同订立时是否可预见), 包括但不限于利润损失、使用损失、生产或业务中断的损失。</p> <p>12 知识产权</p> <p>12.1 供应商应保证任何第三方不得就货物向买方主张任何权利。因供应商侵犯与货物相关的第三方权利, 包括但不限于工业和知识产权而引起的索赔应由供应商独自承担。</p> <p>即便所交付物品已被使用, 供应商仍应对因违反知识产权或注册而引发的主张承担责任。供应商应赔偿并使买方及其买主免受该等主张, 或赔偿由此产生的任何损害。此项规定尤其适用于与该等程序相关运输、组装、拆卸相关的成本和其他成本。</p> <p>12.2 对于因使用买方文档或生产资料引发的主张, 供应商不承担责任。</p> <p>12.3 在获悉现有主张或潜在受胁主张后, 各缔约方应立即通知另一方, 以便共同应对。</p> <p>12.4 供应商应向买方告知所交付物品可能享有的知识产权或保护登记。</p> <p>13 文档和生产资料</p> <p>第三方使用买方文档和生产资料进行生产的, 需经买方明确批准。否则, 一切由于第三方因使用买方文档和生产资料而导致的损失 (包括直接和间接损失) 均由供应商承担。</p> <p>14 产品生命周期及备件需求</p> <p>14.1 为了保障买方对其客户的备件供应义务, 无论本合同关系的期限如何, 供应商均保证在最终产品批量生产因任何原因终止之日起 15 年内满足同系列备件需求。若因无法满足同系备件需求, 供应商应赔偿对买方造成的一切直接和间接损失。双方将另行商定相应的采购条件 (价格、日期、包装等)。</p>
--	--

Bearbeitet:
Christian Wirth

geprüft:

freigegeben:
Bianca Moser

Erstellung: Franz Schneeberger

Christian Wirth

Purchasing conditions for production material and spare parts 生产材料及备件采购条件	Version/版本: 06.12.2022
	FORM_333-8
	Page/页码 8 / 10

applicable purchasing conditions (price, dates, packaging etc.) will be agreed separately.

14.2 In reasonable exceptional cases it is possible to settle the supply obligation of the supplier for component parts on par with the series differently by means of a consensual, written (fax or e-mail is sufficient) agreement (e.g. alternative product, premature purchase of the estimated spare part demand, etc.).

14.2 在合理的例外情况下，双方可通过书面（传真或电子邮件即可）协议约定以不同方式解决供应商供应同系列备件义务（例如供应替代产品、提前购买预估备件需求量等）。

14.3 If the buyer uses for its products standard products of the supplier, the supplier guarantees to adjust his serial production time to the product life cycle. This especially applies when these products have been manufactured according to the know-how of the supplier and are therefore difficult to or not to substitute. If the production time cannot be adjusted to the product life cycle, the supplier shall indemnify all direct and indirect loss caused to Buyer.

14.3 如果买方将供应商的标准产品用于其自身产品，则供应商保证将其批量生产时间调整至与买方产品生命周期一致。如果买方产品是在供应商技术诀窍的基础上制造的，并且很难或无法替代，这一点尤其适用。若因无法保证生产时间和产品生命周期一致，供应商应赔偿对买方造成的一切直接和间接损失。

15 Materials

15 材料

15.1 For the production of the goods and the realization of the output, the supplier uses environmentally-friendly materials and means for the buyer and ensures that all the materials and output meet the same requirements if possible.

15.1 在为买方生产货物和实现产出的过程中，供应商将使用环保的材料和手段，并确保所有材料和成品尽可能满足相同的要求。

15.2 The supplier ensures the environmental-friendliness of the delivered goods and packaging material and the appropriate disposal of product-, material- and packaging waste. On request of the buyer the supplier will provide corresponding documentation and proof for the delivered goods.

15.2 供应商保证所交付货物和包装材料对环境友好，并保证适当处理废弃产品、废料和包装废物。经买方要求，供应商将为交付货物提供相应的文档和证明。

15.3 The materials which have to be procured comply with the valid statutory requirements for restricted, poisonous and hazardous substances and comply with the prevailing requirements for environment, electricity and electro-magnetic fields.

15.3 供应商采购的材料必须符合受限物质、有毒物质和危险物质的适用法律要求，并符合现行的环境、电力和电磁场要求。

The supplier immediately provides the buyer with a safety data sheet in accordance with the provisions of Regulation (EC) No. 1907/2006 (REACH-VO) as well as PRC laws and regulations and industry standards in relation to chemicals and otherwise ensures compliance with all relevant laws. The supplier will also answer further information on substances and mixtures on request.

供应商应立即按照欧盟第 1907/2006 号条例（REACH-VO）以及中国化学品相关的法律法规和行业规定的规定向买方提供安全数据表，并在其他方面确保遵守所有相关法律。此外，经买方请求，供应商还应回复其他关于物质和混合物的询问。

16 Licenses

16 许可

The supplier grants the buyer free-of charge, irrevocable, worldwide license for corrective maintenance, remodeling, restoration and relocation of the goods. Furthermore the supplier grants the buyer already paid for, irrevocable, worldwide license to use all the protected material of the supplier which the buyer was provided with by the supplier in the course of his performance in compliance with the order and which refers to the goods. In this sense the buyer is entitled to use and spread results protected by copyright (e.g. sketches, drawings, plans, designs, dates, information etc.) related to the development and delivery to the buyer to all intents and purposes free of charge.

供应商向买方授予免特许权使用费、不可撤销且全球适用的许可，以维修、改造、修复和迁移货物。此外，供应商向买方授予已付费、不可撤销且全球适用的许可，允许买方使用供应商在履行订单过程中向买方提供的所有与货物相关的受保护资料。在此意义上，买方有权免费为所有目的和用途，使用和传播与开发和向买方交付相关的受版权保护成果（例如草图、图纸、计划、设计、数据、信息等）。

17 Compliance, Social Responsibility and Sustainability

17 合规、社会责任和可持续性

17.1 Supplier represents and warrants that it, its shareholders, actual controller, directors, officers, employees, sub-contractors and agents will act in full compliance with any applicable anti-corruption laws and regulations, industry and professional codes of practice, including but not limited to

17.1 供应商陈述并保证供应商及其股东、实际控制人、董事、管理人员、员工、分包商及代理应严格遵守任何适用的反腐败法律和法规、行业规范和职业行为规范，包括但不限于，《奥地利刑法典》（StGB）、《奥地利协会责任法》

Bearbeitet:
Christian Wirth

geprüft:
Christian Wirth

freigegeben:
Bianca Moser

Erstellung: Franz Schneeberger

Purchasing conditions for production material and spare parts 生产材料及备件采购条件	Version/版本: 06.12.2022
	FORM_333-8
	Page/页码 9 / 10

StGB, VbVG, UWG, FCPA, UK Bribery Act, China anti-corruption laws and regulations, Law of the People's Republic of China Against Unfair Competition etc. Even a single breach entitles the buyer to end respectively to terminate all contractual relations immediately. In principle the supplier is obliged to comply with all laws and relevant regulations (i.e. directives, decrees, etc.) connected to the contractual relationship with the buyer.

(VbVG)、《奥地利反不正当竞争法》(UWG)、美国海外反腐败法 (FCPA)、英国反贿赂法、中国反腐败法律法规、和中国反不正当竞争法等。一旦违反, 买方即有权立即终止所有合同关系。原则上, 供应商有义务遵守与双方合同关系相关的所有法律和相关法规 (即指令、法令等)。

- 17.2 The supplier commits himself to obey the following principles and rights in the context of production and purchasing worldwide:
- Respect for human dignity and human rights, ban on child- and forced labour, ban on human trafficking
 - No discrimination based on sex, religion, nationality, age, origin, disability, sexual orientation or the like
 - Compliance of social adequate working conditions
 - Responsible behaviour of all employees regarding sustainable treatment and protection of the environment
 - Compliance of requirements of employee protection and health protection
 - Recognition of the fundamental rights to freedom of association and the effective recognition of the right to collective bargaining.

- 17.2 供应商承诺在全球生产和采购过程中遵守以下原则和权利:
- 尊重人的尊严和人权, 禁止使用童工和强迫劳动, 禁止贩卖人口
 - 不得有基于性别、宗教、国籍、年龄、出身、残疾、性取向等的歧视
 - 遵守适当的社会工作条件
 - 所有员工在可持续利用和保护环境方面采取负责任的行为
 - 符合员工保护和健康保护要求
 - 承认结社自由的基本权利, 并有效承认集体谈判权。

- 17.3 The supplier is expected to ensure that all legally required permits, licenses, inspection and testing reports are in place, up to date and available for review at all times. Furthermore the supplier is committed to environmental sustainability as follows:
- Keep track and document energy consumption and greenhouse gas emission, with the aim of reducing these
 - Preserve water resources through an assessment of water stress in operations and throughout the life-cycle and integrate water management into the business plan
 - Monitor air emissions, integrate air emissions controls into the business plan and establish an air emissions management plan that meets or exceeds regulatory requirements
 - Set targets for waste reduction and establish a waste management hierarchy that considers in priority order:
 - Prevention, reduction, reuse, recovery, recycling, removal and finally disposal of wastes
 - Encourage and support the use of sustainable, renewable natural resources in an efficient manner such that waste and residual products are minimized over the product's life cycle
 - Handle and dispose of all waste generated through safe and responsible methods that protect the environment and the health and safety of employees and the local communities.
 - Identify and manage chemicals to ensure their safe handling, movement, storage, use, recycling or reuse and disposal
 - Provide Safety Data Sheets/Material Safety Data Sheets that comply with all applicable laws and regulatory requirements
 - Work towards establishing programs (IMDS or equivalent) to collect data from material manufacturers for all components, identifying all process chemicals and intermediates that are identified as classified hazardous substances according to local law, or being considered for classified hazardous evaluation.

- 17.3 供应商应确保所有法定许可、执照、检验和测试报告均已到位、为最新状态并随时可供审查。此外, 供应商致力于保证环境可持续性, 具体如下:
- 跟踪和记录能源消耗和温室气体排放, 以减少能源消耗和温室气体排放
 - 通过评估运营和整个生命周期的水资源压力保护水资源, 并将水资源管理纳入商业计划
 - 监控废气排放, 将废气排放控制纳入商业计划, 并制定符合或超过监管要求的废气排放管理计划
 - 设定减少废物的目标, 并创建按优先顺序考虑的废物管理层级结构:
 - 废物的预防、减少、再利用、回收、再循环、清除和最终处置
 - 鼓励和支持高效利用可持续再生的自然资源, 以便在整个产品生命周期最大限度地减少废物和残留物
 - 以安全而负责任的方法处理和处置产生的所有废物, 以保护环境、员工和当地社区的健康和安全。
 - 识别和管理化学品, 以确保安全处理、移动、储存、使用、回收或再利用和处置化学品
 - 提供符合所有适用法律和法规要求的安全数据表/材料安全数据表
 - 致力于制定从所有组件的材料制造商处收集数据的程序 (国际材料数据系统 (IMDS) 或同等程序), 并识别根据当地法律被认定为危险物质或考虑进行危险物评估的所有工艺化学品和中间体。
 - 按照物料清单 (BOMs) 评估数据完整性, 识别数据短缺, 并采取补救措施, 以确保数据可追溯至材料制造商。

Bearbeitet:
Christian Wirth

geprüft:

freigegeben:
Bianca Moser

Erstellung: Franz Schneeberger

Christian Wirth

Purchasing conditions for production material and spare parts 生产材料及备件采购条件	Version/版本: 06.12.2022
	FORM_333-8
	Page/页码 10 / 10

- Measure data completeness against bill of materials (BOMs), identify data shortages, and take corrective measures to assure data is traceable to the material manufacturers.

18 General terms

- 18.1 The application for or pending bankruptcy proceedings against a contractual party entitles the contractual partner to withdraw from the part of the contract which has not been fulfilled. The concerned contractual partner is obliged to notify the other contractual partner immediately of such an incident.
- 18.2 If single clauses of this purchasing conditions become ineffective it does not affect the validity of supply agreements in whole. In such cases the contractual partners will try to find a solution which guarantees similar economic success.
- 18.3 Possible reservations of proprietary rights do not influence the intended usage of the supply items.
- 18.4 The PRC substantive law applies. The applicability of UN law for international sale (CISG) is in any case excluded. Contract language is English and Chinese.
- 18.5 All disputes arising from the execution of or in connection with this contract shall be settled amicably through friendly negotiation. In case no settlement can be reached through negotiation the case shall then be submitted to Shanghai International Arbitration Center ("SHIAC") in accordance with its then valid arbitration rules. The award rendered by the said commission shall be final and binding upon both parties. The losing Party shall bear all the cost and fees for arbitration, including but not limited to the lawyer's fees paid by the prevailing party, unless otherwise decided by the arbitration award..

18 一般条款

- 18.1 一方被提起破产申请或进入待决破产程序的, 另一方有权退出合同中尚未履行的部分。相关合作方有义务立即向另一合作方告知此类事件。
- 18.2 本采购条件的单个条款无效的, 不影响供应协议整体的有效性。此种情况下, 双方应试图寻求保证类似经济效果的解决方案。
- 18.3 所有权保留的, 不影响供应物品的预期用途。
- 18.4 本协议适用中国实体法。在任何情况下, 本协议均不适用《联合国国际货物销售合同公约》(CISG)。本合同以英文和中文书就。
- 18.5 凡因执行本合同所发生的或与本合同有关的一切争议, 应由双方通过友好协商予以解决, 如果协商不能解决, 应提交上海国际仲裁中心("SHIAC")根据其届时有效的仲裁规则进行仲裁。仲裁裁决是终局的, 对双方都有约束力。败诉方应承担所有的仲裁费用, 包括但不限于胜诉方支付的律师费用, 除非仲裁裁决另有决定。

19 Modifications 修订

Edition / 版本	Date / 日期	Modifications / 修订
1	December 6, 2022	first edition / 第一版

Bearbeitet:
Christian Wirth

geprüft:
Christian Wirth

freigegeben:
Bianca Moser

Erstellung: Franz Schneeberger