

## 一般采购条款和条件

### SRG GLOBAL

#### 生产资料一般采购条款和条件

简介：本条款和条件适用于直接用于向我方客户供应的货品生产的零部件、材料和应用服务。例如，包括零部件和成品（例如夹子、徽章、紧固件、注塑模具和原材料（如化学品、涂料、树脂、金属））。如你方是其他产品或服务的供应商，包括办公用品、医疗保健用品、电脑、模具、挤型模具、生产设备、资本设备以及建筑物本身，则这些条款和条件不适用，并完全被 SRG Global 的《非生产资料（包括设备）和服务的一般采购条款和条件》所替代。

## 1. 合同

- 1.1 要约和承诺。每一份采购订单或每一份经修改的采购订单（“订单”）都是采购订单所指的实体（“买方”）为采购订单中所指货物（“产品”）或服务（“服务”）而向卖方发出的要约。凡发生以下任一情况的，将视为卖方已接受订单：(1) 如卖方在收到订单之后五个营业日内未以书面形式拒绝订单或卖方开始履行订单，或(2) 如卖方以书面形式确认接受订单。接受订单之后，订单连同本《一般采购条款和条件》、买方当时最新的《供应商质量手册》（获取网址：[www.SRGGlobal.com](http://www.SRGGlobal.com)）、《供应商业授予函》、《供应商保密协议》及任何其他明确纳入订单的或另行以书面形式约定并经双方签署的文件（例如合同书、规格书、图纸、买方客户的要求或质量要求）将成为买方和卖方之间有约束力的合同（统称为“合同”）。对买方订单的接受仅限于对订单特定条款的接受，卖方提议的任何附加、修改或不同条款（包括卖方可能使用或提交给买方的任何标准条款或格式）均被明确拒

## General Terms and Conditions of Purchase

### SRG GLOBAL

#### GENERAL TERMS AND CONDITIONS OF PURCHASE OF PRODUCTION GOODS

**INTRODUCTION:** *These terms and conditions apply to the purchase of components, materials and applicable services directly used in the production of goods supplied to our customers. Examples include components, finished goods such as clips, badges, fasteners, or injection molding and raw materials such as chemicals, paint, resins, and metals. If you are a supplier of any other goods or services, including office supplies, healthcare, computers, tooling, dies, manufacturing equipment, capital equipment, and the building themselves, these terms and conditions do not apply and are superseded and replaced in their entirety by the General Terms and Conditions for Purchase of Non-Production Goods (Including Equipment) or In-Plant Services.*

## 1. The Contract

- 1.1 Offer and Acceptance. Each purchase order or purchase order revision (“Purchase Order”) is an offer to Seller by the entity identified in the Purchase Order (“Buyer”) for the purchase of goods (“Products”) or services (“Services”) identified in that Purchase Order. Seller will be deemed to have accepted a Purchase Order as issued upon the first to occur of the following: (1) if Seller fails to object to it in writing within five (5) business days after receipt or begins performance under the Purchase Order, or (2) if Seller acknowledges in writing its acceptance of the Purchase Order. Upon acceptance, the Purchase Order together with these General Terms and Conditions of Purchase, Buyer’s then current Supplier Quality Manual (available online at [www.srgglobal.com](http://www.srgglobal.com)), the Supplier Award Letter, the Supplier Confidentiality Agreement and any other documents specifically incorporated in the Purchase Order or separately agreed to in writing and signed by the parties, such as any letter agreement, specifications, drawings, requirements of Buyer’s customer, or

绝，且不是合同的一部分，但买方的授权代表以书面签署文本的形式特别约定的除外。如果本《一般采购条款和条件》中的任何规定与订单的特定条款及条件、或双方之间的任何合同书、或构成合同的其他文件存在不符，则上述各项将优先于本《一般采购条款和条件》中的该等不符规定。作为订单中所述产品或服务的供应商，卖方确认并同意，卖方是即将供应给买方客户的零件、部件或系统的次级供应商，卖方负责遵守买方客户的所有条款、条件、标准和质量要求。

1.2 变更。买方可不时以通知卖方的方式对图纸、规格、材料、包装、测试、数量、交付时间或方法或装运或合同中规定的类似要求进行变更。若买方作出变更，经卖方要求，并辅以适当的支持文件，双方可约定对合同的价格和履约时间进行平衡调整，但卖方只有在收到买方的变更通知之后十(10)个公历日内，向买方提交有关价格或时间的调整要求，该等要求才会被考虑。合同变更必须采用书面形式，并经买方的授权代表签署。

1.3 合同期限。受制于买方在本《一般采购条款和条件》项下的解除权，以及在合同终止后持续有效的第 2.3 条（过往模型的服务要求）、第 7 条（保证）、第 8 条（产品责任）、第 10 条（知识产权）、第 11 条（财产）、第 14 条（保密信息）及第 20 条（其他规定）：

quality requirements, will become a binding contract between Buyer and Seller (collectively, the “Contract”). Acceptance of Buyer’s Purchase Order is limited to the specific terms of the Purchase Order and any additions, modifications or different terms proposed by Seller, including any standard terms or forms that Seller may use or submit to Buyer, are expressly rejected and are not part of the Contract unless specifically agreed to in writing signed by an authorized representative of Buyer. Specific terms and conditions set forth in the Purchase Order, any letter agreement between the parties, and the other documents comprising the Contract will take priority over any inconsistent provision in these General Terms and Conditions. As a supplier of the Products or Services identified in the Purchase Order, Seller acknowledges and agrees that Seller is a sub-supplier with respect to parts, components or systems that will be supplied to Buyer’s customer, and Seller is responsible for complying with all terms, conditions, standards and quality requirements of Buyer’s customer.

1.2 Changes. Buyer may from time to time by notice to Seller make changes to the drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment, or similar requirements prescribed in the Contract. At Seller’s request with appropriate supporting documentation, the parties may agree upon an equitable adjustment to the Contract prices and times for performance as a result of Buyer’s changes, provided, however, that no claim by Seller for an adjustment in the price or in time for performance will be considered unless presented to Buyer in writing within ten (10) calendar days after Seller receives the notice of change from Buyer. Contract changes must be in writing signed by Buyer’s authorized representative.

1.3 Contract Term. Subject to Buyer’s termination rights herein and the survival of Sections 2.3 (Past-Model Service Requirements), Section 7 (Warranties), Section 8 (Product Liability), Section 10 (Intellectual Property Rights), Section 11 (Property), Section 14 (Confidential Information) and Section 20 (Miscellaneous):

- (a) 如果采购订单中约定了截止日或期限，合同期限将于该截止日终止，或在期限结束时终止。
- (b) 如果采购订单中没有提及截止日或期限，则本合同期限应如下：(1) 如产品或服务与特定的原始设备制造商 (“OEM”) 汽车项目相关联，则合同期限将和买方拟纳入产品或服务的适用的 OEM 汽车项目的使用寿命相当，或(2) 如产品或服务没有和特定的 OEM 汽车项目相关联，则合同期限为订单日期之后一(1)年，并将在初始期限之后不断自动续约一(1)年，除非卖方在当前的合同期结束之前至少一百八十(180)天，以书面通知买方，表示希望不再续约；但在这种情况下，买方可将合同期限延长至以诚意的态度决定，为获取产品或服务的替代供应来源所必需的时间，从而确保供应的有序过渡。

## 2. 产品和服务

- 2.1 数量。如合同其他地方没有对数量特别规定，或者，在合同的其他地方，数量仅以“一揽子订单”、“按发布”，“按计划”或其他类似的方式，则卖方以十美元 (\$10.00) 为对价 (该对价应由买方在合同终止或不再续签之时付款)，在本合同期限内向买方授予一项不可撤销的选择权，按照买方向卖方不时发布/发送的已确定交付或装运放行单、授权书、舱单、广播、确认订单或类似的书面指令中指定的数量、交付日期和时间购买产品或服务。卖方应按照本合同规定的数量、日期和时间，价格及其他条件交货；但买方应购买不少于每项产品或服务一件或一套但不多于买方要求购买的产品或服务的百分之一百(100%)，如适用。买方可将溢装货退还给卖方，由卖

- (a) If an expiration date or time period is specified in the Purchase Order, the term of the Contract will end on such expiration date or at the end of such time period.
- (b) If no expiration date or time period is referenced in the Purchase Order, the term of the Contract shall be as follows: (1) if the Products or Services are associated with a specific original equipment manufacturer (“OEM”) vehicle program then the term of the Contract will run for the length of the production life of the applicable OEM vehicle program for which Buyer intends to incorporate the Products or Services, or (2) if the Products or Services are not associated with a specific OEM vehicle program, then the term of the Contract is one (1) year from the date of the Purchase Order and will automatically renew for successive one (1) year periods after the initial term, unless Seller provides written notice to Buyer, no less than one hundred and eighty (180) calendar days prior to the end of the then current term, of Seller’s desire that this Contract not be renewed, provided; however, that Buyer may extend the term of this Contract for such period of time as Buyer in good faith determines is necessary to procure an alternative source of supply for the Products or Services to ensure an orderly transition of supply.

## 2. Products and Services

- 2.1 Quantity. If quantities are not specified elsewhere in the Contract, or elsewhere in the Contract quantities are specified as “blanket orders”, “as released”, “as scheduled” or in another similar fashion, then, in consideration for ten U.S. dollars (\$10.00), the payment of which shall be made by Buyer upon the termination or non-renewal of this Contract, Seller grants to Buyer an irrevocable option during the term of this Contract to purchase the Products or Services in such quantities and on such delivery dates and times as indicated in the firm delivery or shipping releases, authorizations, manifest, broadcasts, firm orders, or similar written instructions issued or transmitted by Buyer to Seller from time to time in reference to this Contract. Seller shall deliver such quantities on such dates

方承担费用。除非合同另有明确规定，合同不具有排他性且买方可向第三方购买类似的产品和服务，但须符合第 10.2 条的规定。买方提供的任何年交易量的预估或其他预估，或未来预期交易量或数量的要求，都仅供参考，对买方没有约束力，而且可以在本合同期限内随时变更（不论有没有通知卖方）。

2.2 现有模型的服务要求。在合同期限内，卖方将根据合同规定，按照买方的现有模型的服务要求，以现时的生产价格，向买方提供产品。卖方应负责为满足买方在第 2.2 条项下的现有模型的服务要求所必需具备的所有模具的存储和维护，包括该等存储和维护的全部费用和开支。

2.3 过往模型的服务要求。卖方将按照买方的过往模型的服务要求(i) 在买方客户所要求的期间，或(ii) 如果买方客户没有指定提供过往模型的服务和零件更换的期间，在适用的整车生产项目结束后十五(15)年间，向买方提供产品。卖方应负责为满足买方在第 2.3 条项下的过往模型的服务和更换要求所必需具备的所有模具的存储和维护，包括该等存储和维护的全部费用和开支。服务和更换产品的价格应该是该等现有模型产品的最后一份订单中所指定的价格加上独特的包装、运输和装卸产生的实际净成本差。卖方有关过往模型的服务要求的义务应在本合同终止或期满时继续有效。

and times, at the price and on the other terms specified in this Contract; provided that Buyer shall purchase no less than one piece or unit of each of the Products or Services and no more than one hundred percent (100%) of Buyer's requirements for the Products or Services, as applicable. Buyer may return over-shipments to Seller at Seller's expense. Unless otherwise specifically stated in the Contract, the Contract is not exclusive and Buyer may purchase similar products and services from third parties, subject to Section 10.2. Any estimates of annual volume or other estimates, forecasts or projections of future anticipated volume or quantity requirements provided by Buyer are provided for informational purposes only, shall not be binding upon Buyer, and may change from time to time, with or without notice to Seller, during the term of this Contract.

2.2 Current-Model Service Requirements. During the term of the Contract, Seller will make Products available to Buyer for Buyer's current-model service requirements at the then-current production prices under the Contract. Seller shall be responsible for the storage and maintenance of all tooling necessary to fulfill Buyer's current-model service requirements under this Section 2.2, including all costs and expenses related to such storage and maintenance.

2.3 Past-Model Service Requirements. Seller will make Products available to Buyer for Buyer's past-model service requirements for (i) the period required by Buyer's customer or (ii) if Buyer's customer has not specified a time period to supply past-model service and replacement parts, fifteen (15) years following the end of the applicable vehicle production program. Seller shall be responsible for the storage and maintenance of all tooling necessary to fulfill Buyer's past-model service and replacement requirements under this Section 2.3, including all costs and expenses related to such storage and maintenance. The price for service and replacement Products shall be the prices specified in the last purchase order for such current model Products plus the actual net cost differential for unique packaging, shipping and handling. Seller's obligation with respect to past-model

### 3. 交付

3.1 包装和装运。买方可指定运输方式、装箱单以及其他随每批货物提交的单证类别和编号。卖方将根据健全的商业惯例和买方的任何指令进行产品的打包和装运。

3.2 交付计划表。除非合同另有明确规定，所有产品均应由卖方以按“DDP 买方工厂”（定义见《2010 国际贸易术语解释通则》）条件交付，在这种情况下：(i) 所有运输费用均应由卖方承担；及(ii) 买方不负责支付任何保险、存储、泊车或滞期费。时间是在合同项下是至关重要的，卖方必须按照买方已确定的放行单或交付计划表中规定的数量和时间交货。卖方应承担为满足准时交货必须支付的任何额外费用或特殊运费，应赔偿买方并就卖方的作为或不作为（包括但不限于生产线的任何停工或加班生产）所致逾期交付或与之有关的结果所产生的费用或损害保护买方免于受损。对于完全因为买方更改其已确认的放行单或交付计划表所导致的加急或特殊货运的额外费用，买方将负责支付。

### 4. 检查

卖方同意，一经买方要求即要求向买方交付产品的样品以做测试。买方应有权对于合同相关的财产（定义见下文）、操作和设施进行检查和审计，包括卖方的质量系统，以确保卖方遵守合同的条款、买方标准以及买方客户的标准、质量要求、条款和条件。经买方合理通知，卖方应允许买方合理地进出其工厂设施，向买方提供合作，促进任何此类检查及/或审计。不要求买方检查交付的产品或履行的服务，而且不论是否做过检查，都不会减少或改变卖方在合同项下的义务。

### 5. 税收

service requirements shall survive the termination or expiration of this Contract.

### 3. Delivery

3.1 Packing and Shipment. Buyer may specify the method of transportation and the type and number of packing slips and other documents to be provided with each shipment. Seller will pack and ship Products in accordance with sound commercial practices and any instructions of Buyer.

3.2 Delivery Schedules. Unless otherwise expressly stated in the Contract, all Products shall be delivered by Seller "DDP - Buyer's plant" (as defined in Incoterms 2010), in which case: (i) all transportation charges shall be at Seller's expense; and (ii) Buyer shall not be liable for any insurance, storage, parking or detention charges. Time is of the essence under the Contract, and deliveries must be made both in quantities and at times specified in Buyer's firm releases or delivery schedules. Seller shall be responsible for any premium or special freight required to meet on-time delivery and shall indemnify and hold Buyer harmless from and against any costs or damages incurred by Buyer as a result of or related to late delivery caused by Seller's acts or omissions, including, without limitation, for any stoppage of production lines or extra hours of production. Buyer will be responsible for additional costs of expedited or special freight that Buyer may require solely as a result of changes to its firm releases or delivery schedules.

### 4. Inspection

Seller agrees to deliver to Buyer samples of the Products upon request for testing. Buyer shall have the right to inspect and audit the Property (as defined below), operations and facilities related to this Contract, including Seller's quality system, to insure Seller's compliance with the terms of the Contract, Buyer's standards, and Buyer's customers' standards, quality requirements, terms and conditions. Upon reasonable notice by Buyer, Seller shall provide Buyer with reasonable access to its facilities and otherwise cooperate and facilitate any such inspections and/or audits by Buyer. Buyer is not required to inspect Products delivered or Services performed, and no inspection or failure to inspect will reduce or alter Seller's obligations under the Contract.

### 5. Taxes

除非合同另有规定，合同价格包括所有适用的国家、省和地方税收（销售税、增值税或类似的营业税或收费除外）。

## 6. 付款

付款条件见合同的规定。卖方将在交付产品和履行服务之后，立即提交买方合理要求的正确和完整的发票或其他约定的账单函件，以及适当的支持性文件及其他信息。买方可暂时不付款，直到收到正确和完整的发票或收到并确认要求的其他信息。卖方将接受以支票或其他现金等价物（包括电子资金转账）为形式的付款。买方将按照合同中指定币种向卖方付款，如果合同中没有指定币种，则以卖方的发货或服务所在地的币种支付。买方可抵销或从合同项下结欠卖方的款项中扣除卖方或卖方的任何子公司或关联公司根据买方与卖方或其各自关联公司及子公司之间的任何合同结欠买方或买方的任何子公司的款项。

## 7. 保证

7.1 卖方的保证。卖方明确保证，所有产品均将：(a) 符合合同中所包含的规格、性能要求、图纸、样品或说明，(b) 符合所有适用的法律、法规及其他政府要求，及(c) 具有适销性且符合预期目的，用料和工艺良好，无设计（只要设计由卖方、卖方的分包商、供应商或代理商提供，不论该设计是否经过买方批准）和材料瑕疵。卖方保证，将会提供不存在留置、索赔或权利负担（包括知识产权索赔）的产品的所有权。本第7.1条项下的保证将在下列期间有效（以较长期间为准）：(i) 产品使用所在地的适用法律所规定的期间；或(ii) 买方向其客户提供的质保期。在履行任何服务期间，卖方将确保采用最好的技术实践、技能、程序以及注意力和判断力。本合同中包含的所有保证以及提供的所有救济均可用于买方、买方的关联公司、子公司及他们的客户，所有该等保证在交付、检查、验收或买方付款之后均继续有效。

Unless otherwise stated in the Contract, the Contract price includes all applicable federal, state, provincial, and local taxes other than sales, value added, or similar turnover taxes or charges.

## 6. Payment

Payment terms are as set forth in the Contract. Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Buyer after delivery of Products and performance of Services. Buyer may withhold payment until a correct and complete invoice or other required information is received and verified. Seller will accept payment by check or other cash equivalent, including electronic funds transfer. Buyer will pay Seller in the currency specified in the Contract or, if none is specified, in the currency of Seller's shipping or service location. Buyer may setoff or deduct from sums owed to Seller under the Contract, those sums owed by Seller or any of its subsidiaries or affiliates to Buyer or any of its subsidiaries under any contract between Buyer and Seller or their respective affiliates and subsidiaries.

## 7. Warranties

7.1 Seller's Warranties. Seller expressly warrants that all Products will: (a) conform to specifications, performance requirements, drawings, samples or descriptions incorporated in the Contract, (b) conform to all applicable laws, regulations and other governmental requirements, and (c) be merchantable, fit for their intended purpose, of good material and workmanship and free from defects in design (to the extent the design is provided by Seller, its subcontractors, suppliers, or agents, even if the design has been approved by Buyer) and materials. Seller warrants that it will deliver title to any Products free and clear of any liens, claims, or encumbrances, including intellectual property claims. The warranties under this Section 7.1 will be effective for the longer of: (i) the period provided by applicable law where the Products are used; or (ii) the warranty period provided by Buyer to its customers. In carrying out any Services the Seller will ensure that the best technical practices, skills, procedures, care and judgment will be employed. All warranties contained in this Contract shall run, and all remedies shall be available to, Buyer, its affiliates, subsidiaries, and their customers

7.2 不合格产品。除了本合同中其他条款规定的任何其他权利，以及受制于第7.3条的规定之外，如果买方合理地决定（通过统计抽样或其他质量评估），买方收到的大量产品均不符合第7.1条项下的保证，买方应就不符合第7.1条项下保证的产品或服务享有以下救济权利（由买方自行选择）：(a) 拒绝不合格的产品或服务；(b) 要求卖方自负费用（包括适当的运费）修理或替换不合格产品或服务，及/或 (c) 要求卖方自负费用进行围护、检查、分拣及其他质保程序。如果卖方未能经合理通知，尽最大努力及时修复或更换不合格产品或服务，买方可修复或更换有瑕疵的产品或服务，并向卖方收取所有相关费用，但在这种情况下，合同项下的保证应继续有效且买方也不放弃在本合同项下可享有的任何其他权利或救济。

7.3 召回。本第7.3条适用于买方（或汽车制造商）向汽车购买方发出的任何自愿或政府强制的要约以补救对顾客或汽车安全声称有影响的缺陷，或解决产品声称的故障以遵守第7.1条中所述保证（“召回”）。卖方对买方因召回或与召回有关的原因而产生的一切费用和损失承担责任（包括但不限于通知费、零件更换费用、人工费、罚款、罚金以及购回费用）。

7.4 价格。除非合同另有明确规定，否则所有定价都是固定的，不会更改。卖方保证并确保，在数量和交货要求相同或实质相似条件下，提供给买方的产品和服务的价格不逊于提供给卖方任何其他客户的相同或实质类似的产品和服务的价格。

## 8. 产品责任

and all such warranties shall survive any delivery, inspection, acceptance, or payment by Buyer.

7.2 Non-Conforming Products. In addition to any other rights specifically provided elsewhere in the Contract, and subject to Section 7.3, Buyer, at its option, shall have available as a remedy for Products or Services that do not conform to the warranties in Section 7.1, the right to: (a) reject the non-conforming Products or Services; (b) require Seller, at Seller's expense (including applicable shipping costs), to either repair or replace the non-conforming Products or Services, and/or (c) require Seller to implement at Seller's expense, containment, inspection, sorting, and other quality assurance procedures if Buyer reasonably determines (through statistical sampling or other quality assessments) that a substantial quantity of incoming Products does not conform to the warranties in Section 7.1. If Seller fails after reasonable notice to use its best efforts and promptly repair or replace non-conforming Products or Services, Buyer may repair or replace the defective Products or Services and charge all related costs to Seller without voiding the warranties herein and without Buyer waiving any other rights or remedies it may have under the Contract.

7.3 Recalls. This Section 7.3 applies to any voluntary or government-mandated offer by Buyer (or the vehicle manufacturer) to vehicle purchasers to remedy an alleged defect that affects consumer or motor vehicle safety or to address an alleged failure of the Products to comply with the warranties set forth in Section 7.1 (a "Recall"). Seller will be liable for all costs and damages incurred by Buyer (including, without limitation, costs for notification, replacement parts, labor, penalties, fines, and buy backs) resulting from, or related to, a Recall.

7.4 Price. All pricing is firm and not subject to change unless otherwise expressly stated in the Contract. Seller warrants that the prices for the Products and Services are, and shall ensure that such prices remain, not less favorable to Buyer than the prices currently extended to any other customer of Seller for the same or substantially similar products or services in the same or substantially similar quantities and delivery requirements.

## 8. Product Liability

8.1 赔偿。 卖方将就第三方因为有关或因设计缺陷（只要卖方已经提供设计保证）、产品制造、服务的提供、产品或服务不符合本合同所包含的声明与保证，或卖方未能完全履行其于本合同项下的义务所致的人身伤亡、财产损失、经济损失及由此产生的任何损害、损失、费用和开支（包括合理的律师及其律所的费用和开支，内部律师的费用及调查费）提出的索赔或要求向买方、买方关联公司、子公司、合作伙伴、董事、管理人员、雇员和代理商提供赔偿，为他们辩护并保护他们免于受损，不论该等索赔或要求是起因于侵权法、合同法、严格法律责任或其他法律理论。该赔偿责任在产品验收或服务完成之后，以及在保障产品的质保期届满后，及合同到期或终止之后仍将继续有效。

8.2 程序。 买方将在获悉第8条项下的索赔依据之后，及时通知卖方。双方将互相合作，以确定产品（以及相关系统和部件）有缺陷或故障的根本原因，并在所有责任方之间公平分配责任。如果已经或将要向卖方寻求赔偿，则买方将努力把卖方纳入相关赔偿和解讨论中。

## 9. 合规

9.1 适用法律。 卖方以及卖方提供的产品及/或服务将遵守目的地国家或与产品或服务相关的制造、贴标、运输、进口、出口、许可、批准或认证的国家的所有适用的法律、法规、规章、命令、公约、法令或标准（包括但不限于那些有关环境问题、危险品或危险材料的装卸和运输、数据保护和隐私、工资、工时、就业条件、分包商挑选、歧视、职业健康/安全及机动车安全的法律、法规、规章、命令、公约、法令或标准）。卖方进一步声明，不论是卖方还是其任何分包商、供应商、代理商或其他相关第三方，在提供本合同项下产品或服务时，

8.1 Indemnification. Seller will indemnify, defend and hold harmless Buyer, its affiliates, subsidiaries, partners, directors, officers, employees and agents, against third-party claims or demands for injury or death to persons, property damage, economic loss, and any resulting damages, losses, costs, and expenses (including reasonable fees and expenses of attorneys and their firms, cost of in-house counsel and investigation costs), regardless of whether the claim or demand arises under tort, contract, strict liability, or other legal theories, relating to or arising from defective design (to the extent that Seller has provided a design warranty) or manufacture of Products or provision of Services, failure of the Products or Services to comply with the representations and warranties contained in this Contract, or Seller's failure to fully perform its obligations under the Contract. This indemnity will survive the acceptance of the Products or completion of Services, the expiration of the warranty covering the Products and any expiration or termination of the Contract.

8.2 Procedure. Buyer will notify Seller promptly after Buyer becomes aware of the basis for a claim under this Section 8. The parties will cooperate with each other to determine the root cause of a defect in or failure of the Products (and related systems and components) and an equitable allocation of responsibility among all responsible parties. Buyer will endeavor to include Seller in settlement discussions where indemnity has been or will be sought from Seller.

## 9. Compliance with Laws

9.1 Applicable Laws. Seller, and the Products and/or Services supplied by Seller, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Products or Services, including, without limitation, those relating to environmental matters, the handling and transportation of dangerous goods or hazardous materials, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety



都不会使用儿童、奴隶、囚犯或任何其他形式的强迫或非自愿的劳动力，或虐待员工或从事腐败商业行为。卖方同意遵守所有适用的反腐败法律，包括但不限于，《美国反海外腐败法》和《英国反贿赂法》，并且，无论是卖方自身还是其任何分包商、供应商、代理商或其他相关第三方都不会从事任何形式的商业贿赂行为，既不会直接也不会间接地向任何官员、政府机构或政府所有、政府控制、政府下属实体的职员或为了他们的利益而提供或提出提供任何有价物，以获取或维持任何合同、商业机会或其他商业利益，或影响该等人士以其官方身份作出的任何行为或决定。经买方要求，卖方将以书面证实其遵守上述规定。卖方将就任何因其不合规而导致的或与其不合规有关的责任、索赔、要求或费用（包括但不限于法律或其他专业费用）赔偿买方并保护买方免于受损。卖方将向买方提供有关产品的材料安全数据表。

9.2 买方要求。 卖方将遵守买方所有有关产品、服务和卖方供应面方的信息的要求。

### 9.3 冲突矿物

(a) 卖方同意，在合理的尽职调查问询之后，对买方或买方代表提出的有关任何冲突矿物（定义见下文）的来源以及产销监管链的信息要求及时作出响应，为实现卖方向买方供应产品的功能性或生产必须使用该等冲突矿物。为了遵守本第9.3条的规定，卖方必须 (i) 在 <http://www.conflict-minerals.com> 上向 iPoint 冲突矿物项目(IPCMP)办理卖方组织的登记手续，并在线上提交所有要求的信息，或(ii) 在 [www.conflictreesmelter.org](http://www.conflictreesmelter.org) 上完成

and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of the Products or provision of Services under this Contract. Seller agrees to comply with all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and that neither it nor any of its subcontractors, vendors, agents or other associated third parties will engage in any form of commercial bribery, nor directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity. At Buyer's request, Seller will certify in writing its compliance with the foregoing. Seller will indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including, without limitation, legal or other professional fees) arising from or relating to Seller's noncompliance. Seller will provide Buyer with material safety data sheets regarding the Products.

9.2 Buyer Requirements. Seller will comply with all of Buyer's requests for information regarding the Products, Services, and the Seller's supply base.

### 9.3 Conflict Minerals

(a) Seller agrees to timely respond, following a reasonable due diligence inquiry, to any requests made by, or on behalf of, Buyer for information on the source and chain of custody of any Conflict Minerals (as defined below) necessary to the functionality or production of the Products supplied by Seller to Buyer. In order to comply with this **Section 9.3**, Seller must either (i) register its organization with iPoint Conflict Minerals Program (IPCMP) at: <http://www.conflict-minerals.com> and submit online all requested

电子行业公民联盟(EICC)和全球电子可持续发展倡议(GeSI)的模板,并向买方的供应商质量组织中的要求方提交所有要求的信息。若卖方是一家冶炼厂,卖方还同意遵守EICC-GeSI制定的无冲突冶炼厂项目协议。以上所述“冲突矿物”是指钽铌、锡石、黑钨和金矿石——分别提炼成钽、锡、钨和金或美国国务卿在未来可能指定的其他矿物或化合物。

(b) 卖方理解并承认,根据本第9.3条提供的任何信息均可由买方提供给买方客户且买方客户可以在履行其于《多德-弗兰克华尔街改革和消费者保护法》(“多德-弗兰克法”)项下的报告义务使用该等信息,包括向美国证券交易委员会提交SD表格和冲突矿物报告,卖方将(i)确保为此提供的信息在提供当日为最新、准确和完整,尽其所知及所信,(ii)如果卖方向买方提供的任何产品的状况在卖方履行合同期间发生变化,则及时更新该等信息,及(iii)保留所有必要的文件以支持应买方要求提供的信息。

(c) 如果卖方(i)未能遵守本第9.3条,或(ii)未能合理地证明,所有处理及/或供应给买方的材料均来自于“无DRC冲突”来源(见该术语在《多德-弗兰克法》中的定义),则买方可根据第13.1(a)条全部或部分地终止合同。

information, or (ii) complete the Electronic Industry Citizenship Coalition® and Global e-Sustainability Initiative (EICC-GeSI) template at: [www.conflictreesmelter.org](http://www.conflictreesmelter.org) and submit all requested information to the requesting party in Buyer's Supplier Quality organization. If Seller is a smelter, Seller also agrees to comply with the Conflict-Free Smelter Program protocols developed by EICC-GeSI. As used above, the term “Conflict Minerals” means columbite-tantalite, cassiterite, wolframite and gold ores – which are refined into tantalum, tin, tungsten and gold, respectively, or other minerals or compounds that may be designated in the future by the U.S. Secretary of State.

(b) Seller understands and acknowledges that any information provided pursuant to this **Section 9.3** may be provided by Buyer to its customers and may be used by Buyer's customers to comply with their reporting obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “**Act**”), including filing a Form SD and Conflict Minerals Report with the U.S. Securities and Exchange Commission, and Seller will (i) ensure that the information provided in this regard is current, accurate and complete, to the best of its knowledge and belief, as of the date of submission, (ii) update such information in a timely manner if the status of any Product supplied by Seller to Buyer changes during Seller's performance of the Contract, and (iii) retain all necessary documentation to support the information provided in response to Buyer's request.

(c) If Seller (i) fails to comply with this **Section 9.3**, or (ii) fails to reasonably demonstrate that all materials processed and/or supplied to Buyer originated from “DRC conflict-free” sources (as that term is defined in the Act), then Buyer may terminate the Contract in whole or in part pursuant to **Section 13.1(a)**.

(d) 卖方同意在其于其任何二级供应商（供应包括在向买方供应的产品内部的任何材料或子组件）之间签订的每一份合同中，都将上述(a)-(c)项中的实质相同的要求包括在内。

## 10. 知识产权

10.1 买方的知识产权。 买方不向卖方转让买方在合同项下提供给卖方的信息、文件或财产中所包含的任何专利、商业秘密、商标、服务标记、版权、掩膜作品或其他知识产权（统称为“**知识产权**”）。但卖方可以将买方的知识产权用于为买方生产和向买方供应产品及服务的有限用途。如果合同要求卖方开发原创作品、想法、发明（不论是否可取得专利以及是否已取得专利）、专有技术、工艺、信息汇编或其他知识产权（统称为“**专属材料**”）以及其他开发成果，且上述开发成果都是由买方支付费用，则该等专属材料中的所有知识产权均归买方所有。

10.2 卖方的知识产权。 除了第 10.2 条所述，卖方不向买方转让卖方有关产品或服务、或包含在买方财产中的任何知识产权，卖方供应产品中的使用、出售以及要约出售权除外。如果买方根据第 13.1 条项下的理由终止本合同，卖方就向买方授予有关卖方知识产权的非排他的、免特许费的权利和许可，并伴随着向买方子公司和关联公司进行分许可的权利，上述卖方的知识产权包括在剩余的合同期限内以及第 2.3 条中所述过往模型服务和更换部件的适用期间内，制造、已制造、进口、修复、改造、重建、搬迁、使用、要约出售和出售被终止合同项下产品和服务的知识产权。

10.3 侵权。 卖方将就因产品实际或声称侵犯第三方知识产权所致索赔、债务、损失、损害、成本及费用，包括合理的律师及其律所的费用和开支，内部律师费用和调查费赔偿买方、买方关联公司、子公司及其客

(d) Seller agrees to include substantially the same requirements set forth in (a) – (c) above in each contract with any of its sub-suppliers that provide any material or sub-component incorporated into Products supplied to Buyer.

## 10. Intellectual Property Rights

10.1 Buyer's Intellectual Property. Buyer does not transfer to Seller any patent, trade secret, trademark, service mark, copyright, mask work, or other intellectual property right (collectively, "**Intellectual Property Rights**") of Buyer in information, documents, or property that Buyer makes available to Seller under the Contract. Seller may, however, use Buyer's Intellectual Property Rights for the limited purpose of producing and supplying the Products and Services to Buyer. If the Contract requires that Seller develop works of original authorship, ideas, inventions (whether patentable, patented or not), know-how, processes, compilations of information, or other intellectual property (collectively, "**Proprietary Materials**") and such development is paid for by Buyer, then all Intellectual Property Rights in such Proprietary Materials are owned by Buyer.

10.2 Seller's Intellectual Property. Except as stated in this **Section 10.2**, Seller does not transfer to Buyer any of Seller's Intellectual Property Rights related to the Products or Services or incorporated in Buyer's Property, other than the right to use, sell, and offer for sale Products supplied by Seller. If Buyer terminates this Contract for cause pursuant to **Section 13.1**, Seller grants to Buyer a non-exclusive, royalty-free right and license, with the right to sublicense to Buyer's subsidiaries and affiliates, Seller's Intellectual Property Rights to make, have made, import, repair, reconstruct, rebuild, relocate, use, offer to sell, and sell the Products and Services covered by the terminated Contract for the balance of the Contract term and the applicable period for supply of past-model service and replacement parts set forth in **Section 2.3**.

10.3 Infringement. Seller will indemnify and defend Buyer, its affiliates, subsidiaries and its customers against claims, liabilities, losses, damages, costs, and expenses, including reasonable fees and expenses of attorneys and their firms, cost of in-house

户，并保护他们免于受损，上述实际或声称的侵权发生在(a) 美国、欧盟、中国、日本或墨西哥，(b) 卖方知悉的产品将最终出售给最终用户的任何管辖区，及(c) 任何其他管辖区，条件是卖方在订单下达当时知悉该等实际或声称的侵权发生在该等其他管辖区，且未能向买方披露，以便买方在卖方接受订单之前获得收回订单的机会。如果本第 10.3 条项下的索赔导致或有可能导致一项禁令或阻止卖方向买方供应产品或阻止买方将产品用于其预期用途的其他命令，卖方将自负费用，或者(i) 确保获得允许卖方继续向买方供应产品的知识产权的许可，或者(ii) 对产品进行修改，以使得产品不再侵权，只要该等修改不会在对产品的操作或性能产生重大变更，或者将产品置于适用的规格之外（经买方行使其完全酌情权后决定），或者(iii) 以不会侵权的但实质上相当于产品（经买方行使其完全酌情权后决定）的产品替代产品。该等选择均不损害买方因任何损失或损害而获得补偿的权利。

## 11. 财产

### 11.1 买方财产

(a) 买方将拥有卖方用于制造、储存、运输产品或提供服务的模具、夹具、浇铸模具、量具、装置、图案、用品、材料及其他设备和财产（“**财产**”），如果(1) 财产被指定用于合同，或(2) 买方或其客户已经直接或间接地提供或为财产付款（在各种情况下，均称为“**买方财产**”）。卖方将向买方转让卖方在其中就买方财产拥有利益的合同权利或要求，并将签署卖据、财务报表或买方合理要求用于证明买方或卖方客户对买方财产的所有权的其他文件。卖方将就不利于买方或卖方客户对买方财产的所有权的索赔或留置赔偿买方并为买方辩护，但那些起因于买方或其客户的作为或不作为的索

counsel and investigation costs, arising out of the actual or alleged infringement by the Products of a third-party Intellectual Property Right in (a) the United States, the European Union, China, Japan, or Mexico, (b) any jurisdiction the Seller is aware the Product will be finally sold to the end user, and (c) any other jurisdiction if Seller is aware of the actual or alleged infringement in that other jurisdiction at the time the Purchase Order is issued and fails to disclose it to Buyer, and provide Buyer the opportunity to withdraw the Purchase Order, before accepting the Purchase Order. If a claim under this Section 10.3 results, or is likely to result, in an injunction or other order that would prevent Seller from supplying Products to Buyer or prevent Buyer from using Products for their intended purpose, Seller will at its expense either (i) secure a license under the Intellectual Property Right that permits Seller to continue supplying the Products to Buyer, or (ii) modify the Products so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Products or place them outside the applicable specification as determined by Buyer in its sole discretion, or (iii) replace the Products with non-infringing but practically equivalent Products (equivalency to be determined by Buyer in its sole discretion). Such options are all without prejudice to the Buyer's right to obtain compensation for any loss or damage sustained.

## 11. Property

### 11.1 Buyer's Property.

(a) Buyer will own the tooling, jigs, dies, gauges, fixtures, molds, patterns, supplies, materials, and other equipment and property used by Seller to manufacture, store, and transport Products or provide Services (“**Property**”) if (1) the Property is so designated in the Contract, or (2) Buyer or its customer has provided or paid for the Property directly or indirectly (in each case, “**Buyer's Property**”). Seller will assign to Buyer contract rights or claims in which Seller has an interest with respect to Buyer's Property and execute bills of sale, financing statements, or other documents reasonably requested by Buyer to evidence its or its customer's

赔或留置除外。卖方将在委托基础上持有买方财产，并将在占有或控制买方财产时对买方财产的损失或损害承担责任。卖方向买方转让有限的、不可撤销的授权委托书（并加上权益）以代表卖方签署并记录买方决定为反映买方在买方财产中利益合理有必要的有关买方财产的任何通知或财务报表。在法律允许的最大范围内，卖方放弃其可能就买方财产享有的任何留置权或类似权力（不论是机械、建模工具、成型机、专用机床制造商、UCC或其他）。买方将负责承担针对买方财产核定的个人财产税。

- (b) 卖方将(1) 自费用对买方财产进行维护，保证买方财产在其使用寿命内保持良好的状态并保养良好，正常磨损除外，(2) 仅为了为买方制造、存储和运输产品的目的使用卖方财产，除非买方另行以书面批准，(3) 根据买方要求，并由买方自费用，在买方财产上作出该财产属于买方或买方客户（应买方要求）的标记，及(4) 未经买方事先书面批准，不将买方财产从卖方场地搬迁出去（船运集装箱及类似场所除外）。买方财产的所有更换部件、增添、改进以及配件均将属于买方财产的一部分，如果能够被在不损害买方财产时被移除的情况除外。
- (c) 买方将按照合同约定金额购买买方需要购买的买方财产，如果合同中没有约定金额，则以(1) 卖方实际产生的买方财产的成本，如果该买方财产由第三方制造，或(2) 卖方实际购买材料、零部件及服务的成本，加上卖方的实际人工成本和分配到买方财产中

ownership of Buyer's Property. Seller will indemnify and defend Buyer against claims or liens adverse to Buyer's or its customer's ownership of Buyer's Property except those that result from the acts or omissions of Buyer or its customer. Seller will hold Buyer's Property on a bailment basis and will be responsible for loss or damage to Buyer's Property while in its possession or control. Seller grants to Buyer a limited and irrevocable power of attorney, coupled with an interest, to execute and record on Seller's behalf any notice or financing statements with respect to Buyer's Property that Buyer determines are reasonably necessary to reflect Buyer's interest in Buyer's Property. To the fullest extent permitted by law, Seller waives any lien or similar right (whether mechanics, moldbuilder, molder, special tool builder, UCC or otherwise) it may have with respect to Buyer's Property. Buyer will be responsible for personal property taxes assessed against Buyer's Property.

- (b) Seller will (1) maintain, at its expense, Buyer's Property in good condition and repair, normal wear and tear excepted, throughout the useful life of Buyer's Property, (2) use Buyer's Property only for the manufacture, storage, and transport of Products for Buyer unless Buyer otherwise approves in writing, (3) at Buyer's request and expense, mark Buyer's Property as belonging to Buyer or at Buyer's request, its customer, and (4) not remove Buyer's Property (other than shipping containers and the like) from Seller's premises without Buyer's written approval. All replacement parts, additions, improvements, and accessories to Buyer's Property will become part of Buyer's Property unless they can be removed without damaging Buyer's Property.
- (c) Buyer will pay for Buyer's Property that it is required to purchase at the amount specified in the Contract or, if no amount is specified in the Contract, at (1) Seller's actual cost of the Buyer's Property, if manufactured by a third party, or (2) Seller's actual cost of

的日常开支，如果该买方财产由卖方制造。除非合同另有约定，买方财产的最终付款在汽车制造商的 PPAP（生产件批准程序）的批准日期之后六十(60)个公历日到期。

- (d) 买方将有权进入卖方场地以检查买方财产和卖方有关买方财产的记录。卖方确认，无论是卖方还是任何除了买方以外的其他人士或实体（或其关联公司或客户，如适用）均对买方财产不享有任何权利、所有权或利益，只有在受制于买方完全酌情权的卖方在制造合同项下产品时使用买方财产的权利。一旦买方要求，卖方将立即向买方释放且买方可随时重新收回对买方财产以及买方或其客户的其他财产的占有，不论是否有原因，也不论是否支付任何种类的付款，除非合同另有约定。买方或其指定人有权（且立即生效）在不进一步发出通知或不采取进一步法律行动时，无需支付任何种类的付款，进入卖方场所并占有所有买方财产。如果买方选择占有买方财产，卖方同意与买方合作。卖方将按照 FCA(卖方工厂)的条件（定义见《2010 国际贸易术语解释通则》）释放被要求释放的买方财产以及其他财产给买方，买方财产按照买方承运人的要求进行适当包装和标记。如果释放或收回买方财产或其他财产致使卖方无法生产产品，释放或收回将视为合同就该产品而言根据第 12 条或第 13 条（如适用）终止。
- (e) 卖方确认，卖方未经授权占有买方财产将会导致对买方、买方客户及其他方造成无法弥补的伤害。因此，卖方承认买方立即取得性质为返还原物或索赔及交付行为的救济的权利和必要性。据此，如果卖方收到至少提前二

purchased materials, components, and services plus Seller's actual cost of labor and overhead allocable to the Buyer's Property, if manufactured by Seller. Unless otherwise stated in the Contract, final payment for Buyer's Property is due net sixty (60) calendar days of the vehicle manufacturer's PPAP (Production Part Approval Process) approval date.

- (d) Buyer will have the right to enter Seller's premises to inspect Buyer's Property and Seller's records regarding Buyer's Property. Seller acknowledges that neither Seller nor any other person or entity other than Buyer (or its affiliates or customers if applicable), has any right, title or interest in Buyer's Property except, subject to Buyer's sole discretion, Seller's rights to utilize Buyer's Property in the manufacture of Products under the Contract. Seller will immediately release to Buyer upon request, and Buyer may retake immediate possession of, Buyer's Property and other property of Buyer or its customers at any time, with or without cause and without payment of any kind unless otherwise provided in the Contract. Effective immediately, without further notice or legal action, Buyer, or its designee, has the right to enter the premises of Seller and take possession of all of Buyer's Property without payment of any kind. Seller agrees to cooperate with Buyer if Buyer elects to take possession of Buyer's Property. Seller will release the requested Buyer's Property and other property to Buyer F.C.A. Seller's plant (Incoterms 2010), properly packed and marked in accordance with the requirements of Buyer's carrier. If the release or recovery of Buyer's Property or other property renders Seller unable to produce a Product, the release or recovery will be deemed a termination of the Contract with respect to that Product pursuant to **Section 12** or **13**, as applicable.
- (e) Seller acknowledges that the unauthorized possession of Buyer's Property by Seller would cause irreparable harm to Buyer, Buyer's customer, and others. Therefore, Seller recognizes the right and need of Buyer

十四(24)个小时收到与买方提起的诉讼有关的审理请求的通知, 则卖方在适用法律允许的最大范围内, 放弃提前二十四(24)个小时以上收到与买方提起的司法程序有关的通知的权利。此外, 卖方在此放弃在追回原物的诉讼中, 对买方提出的交纳保证金的要求。卖方还应当支付买方发生的所有费用, 包括但不限于与通过法律程序追回买方财产相关的合理的律师费、保函成本, 司法人员及其他法院人员费用。

11.2 卖方财产。 卖方将拥有所有不属于买方财产的财产 (“**卖方财产**”)。 卖方将自负费用提供及维护卖方财产, 确保卖方财产处于良好状态, 并在履行合同有必要时替换卖方财产。 如果产品的合同有效, 买方可以金额等于公平市场价值或卖方的未摊销购置成本 (以较低者为准) 的购买价购买仅用于生产那些产品且卖方不需要的卖方财产, 以为其他客户生产产品或其他产品。

## 12. 为方便终止合同

买方可随时以书面通知终止全部或部分合同且无需提出理由, 在这种情况下, 卖方将在该等终止通知规定的日期及范围内终止工作, 并停止所有与被终止合同相关的订单和分包。 在收到终止通知之后三十(30)个公历日内, 卖方应提交因该等终止所导致的费用索赔 (具体如下)。 买方将有权通过审计卖方及/或其分包商的相关记录、设施、工作或材料以核实该等索赔。 买方将向卖方支付已完成的产品或买方已接受的服务的合同价, 以及向卖方支付分配给被终止合同的在制品和原材料的已记录实际成本。 该方付款应构成买方就终止合同应承担的唯一责任, 且买方一旦支付上述付款, 即对所有已交付产品、服务、在制品以及原材料享有所有权和占有权。 买方在任何情况下均不得被要求为卖方产生或促致其金额超出买方在已确定的发货通知所授权的更多成品、在制品或原材料的款项, 买方也不得被要求支付任何属

to obtain immediate relief in the nature of a replevin or claim and delivery action. Accordingly, provided that Seller receives at least twenty-four (24) hours notice of any request for hearings in connection with proceedings instituted by Buyer, Seller waives, to the fullest extent possible under applicable law, the right to notice in excess of twenty-four (24) hours in connection with any judicial proceedings instituted by Buyer. Further, Seller hereby waives any requirement for Buyer to post a bond in a replevin action. Seller shall pay all costs incurred by Buyer, including, but not limited to, reasonable attorney fees, the cost of the bond and sheriff and other court officers' fees in connection with the recovery of Buyer's Property through legal process.

11.2 Seller's Property. Seller will own all Property that is not Buyer's Property ("**Seller's Property**"). Seller will at its expense furnish, maintain in good condition, and replace when necessary Seller's Property needed to perform the Contract. While a Contract for Products remains in effect, Buyer may purchase Seller's Property used exclusively to produce those Products and not needed by Seller to produce Products or products for other customers, for a purchase price equal to the lesser of fair market value or Seller's unamortized acquisition cost.

## 12. Termination for Convenience

Buyer may terminate this Contract at any time without cause in whole or in part by written notice, whereupon Seller will stop work on the date and to the extent specified in such notice and terminate all orders and subcontracts that relate to the terminated Contract. Within thirty (30) calendar days after receipt of termination notice, Seller shall submit all claims for costs set forth below resulting from such termination. Buyer will have the right to verify such claims by auditing the relevant records, facilities, work or materials of Seller and/or its subcontractors. Buyer will pay Seller the contract price for finished Products or Services accepted by Buyer as well as for the documented actual cost to Seller of work in process and raw materials allocable to the terminated Contract. Such payment shall constitute Buyer's only liability for termination hereunder with title and right of possession to all delivered Products, Services,

于卖方标准库存或准备用于销售的货物或材料的款项。在本第 12 条项下作出的付款将不会超出在终止日期卖方将会根据已确定的发货通知或发货计划表生产的成品的总价。

### 13. 有因终止合同

#### 13.1 买方终止

- (a) 时间是本质要素，对于因下列任何事件所引起的违约，买方可全部或部分终止合同：(a) 卖方违反合同的任何条款；(b) 卖方未能根据合同的要求履约；或(c) 卖方未能取得进展，经买方行使其完全酌情权后决定，致使有可能无法及时妥善交付产品或完成服务。就上述(a)-(c)项而言，卖方应有机会在收到买方说明该等违约或不履约的书面通知之后五(5)个公历日（或买方可决定的更短期限，只要在当时情况下，在商业上是合理的期限）内纠正该等违约或不履约。卖方应对合同项下因其违约而产生或导致的所有费用、损害和开支承担责任。
- (b) 如果由于买方全部或部分地终止与其客户之间的合同（“**过时**”）而不再需要卖方的产品或服务，买方可终止本合同。如果买方由于过时的原因终止本合同，将向卖方发送有关该等终止的书面通知。卖方在收到因过时而终止合同的通知之后 10 个营业日内，必须向买方提供一份记录卖方因该过时而导致损害的书面索赔（“**过时索赔**”）。过时索赔必须和买方的已确认发货通知相符合，必须包括足以支持买方即其客户验证和证明过时索赔的充分数

work in process and raw materials vesting in Buyer immediately upon Buyer's tender of such payment. In no event shall Buyer be required to pay for finished goods, work in process or raw materials which Seller fabricates or procures in amounts that exceed those Buyer authorizes in firm delivery releases nor will Buyer be required to pay for any goods or materials that are in Seller's standard stock or that are readily marketable. Payments made under this **Section 12** will not exceed the aggregate price for finished goods that would be produced by Seller under firm delivery or release schedules outstanding at the date of termination.

### 13. Termination for Cause

#### 13.1 Termination by Buyer

- (a) Time is of the essence and Buyer may terminate the Contract, in whole or in part, for default occasioned by any of the following events: (a) Seller's breach of any term of the Contract; (b) Seller's failure to perform in accordance with the requirements of the Contract; or (c) Seller's failure to make progress so as to endanger timely and proper delivery of the Products or completion of the Services as determined in Buyer's sole discretion. With respect to each of items (a)-(c), Seller shall have the opportunity to correct such breach or failure within five (5) calendar days (or such shorter period of time as Buyer may determine, if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such breach or failure. Seller shall be liable for all costs, damages and expenses caused by or resulting from its default under the Contract.
- (b) Buyer may terminate the Contract in the event that Buyer no longer requires Seller's Products or Services due to termination or conclusion, in whole or in part, of Buyer's contract with its customer (“**Obsolescence**”). In the event Buyer terminates the Contract due to Obsolescence, Buyer will provide Seller with written notice of such termination. Within 10 business days of receipt of the Obsolescence termination notice, Seller must provide Buyer with a written claim documenting Seller's damages as a result of the Obsolescence (an



据。买方将不会对任何过时索赔的偿付或卖方因过时相关的原因所致损害承担责任，但将尽其合理努力，帮助卖方向买方客户获得该等过时索赔的付款，并将在买方从其客户处成功获得该等过时索赔的追回款项后赔偿卖方。买方在此处的权利和救济是累积的，附加于买方因普通法或衡平法所享有的任何其他权利或进一步的权利及救济之上。

### 13.2 卖方终止

除了第 13.3 条项下的终止权利之外，卖方可以但只可以在买方发生任一下列事件导致违约时终止本合同：(a) 买方未能为产品或服务支付购买价款，(b) 买方逾期三十(30)个公历日或以上，不为该等产品或服务付款，(c) 该等逾期未付金额巨大，(d) 卖方首先向买方发送书面通知，告知买方该等产品或服务的逾期未付款项以及如果买方不支付该等逾期未付款项，卖方将会终止合同，及(e) 买方在收到卖方发出的该等书面通知之后十(10)个营业日内没有(x) 支付该等逾期未付款项，或(y) 通知卖方，买方对该等未付款项有异议。卖方在这种情况下的损害应仅限于已交付的成品或服务的合同价格以及在制品和原材料的实际成本，在各种情况下，均以买方已确认的发货通知（如果买方全额付款则会成为买方财产）中合理授权的范围为限。

### 13.3 任何一方终止

如果发生下列任何情况，则任何一方均可终止本合同，无需向另一方承担任何责任：(i) 另一方以书面承认其无力偿还到期债务，开始破产、资不抵债、接管或类似程序，或为债权人利益进行全面

“*Obsolescence Claim*”). The Obsolescence Claim must be consistent with Buyer’s firm releases and must include sufficient supporting data to permit Buyer and its customer to verify and substantiate the Obsolescence Claim. Buyer will not be responsible for reimbursement of any Obsolescence Claim or any damages suffered by Seller related to Obsolescence, but will make reasonable efforts to obtain payment for such Obsolescence Claim from its customer and will reimburse Seller to the extent it is successful in recovering payment of such Obsolescence Claim from its customer. Buyer’s rights and remedies herein reserved are cumulative and are in addition to any other or further rights and remedies available to Buyer at law or in equity.

### 13.2 Termination by Seller

In addition to the termination rights provided in **Sections 13.3**, Seller may terminate this Contract only for default by Buyer in the event that each of the following events occurs: (a) Buyer fails to pay the purchase price for Products or Services, (b) Buyer’s non-payment for such Products or Services is thirty (30) or more calendar days past due, (c) such unpaid past due amount is material, (d) Seller first provides Buyer written notice specifying the amounts past due for such Products or Services and Seller’s intent to terminate the Contract if such past due amount is not paid; and (e) Buyer, within ten (10) business days following its receipt of such written notice from Seller, does not either (x) pay such past due amounts; or (y) notify Seller that the amounts claimed to be unpaid are disputed by Buyer. Seller’s damages in such event shall be limited to the Contract price for delivered finished Products or Services and the actual cost of work-in-process and raw materials in each case to the extent reasonable and authorized in Buyer’s firm releases (which will become Buyer’s property upon payment in full).

### 13.3 Termination by Either Party

Either party may terminate this Contract, without liability to the other party, if: (i) the other party admits in writing its inability to pay its debts as they become due, commences a bankruptcy, insolvency, receivership, or similar proceeding, or

转让，或(ii) 另一方在第三方提起的破产、资不抵债、接管或类似程序中成为债务人，且该情况在上述程序被提起之后三十(30)个公历日内没有撤销。

#### 14. 保密信息

卖方和买方之间的不公开或保密协议 (“**供应商保密协议**”) 适用于你方在提供合同项下产品、服务时接触到的所有保密信息。卖方负责确保卖方自身、卖方的雇员、代理商或分包商遵守供应商保密协议。未经买方的事先书面允许 (除非法律要求，或者为履行合同满足合理必要的要求) 卖方将不会也不会促使其雇员、代理商或分包商向任何第三方披露任何与合同、产品或服务有关的信息。如果卖方和买方之间没有签订供应商保密协议：(i) “**买方信息**” 指卖方、卖方的雇员、代理商或分包商收到的来自买方的或在买方场所观察或获取的有关下列各项的所有信息：买方、其子公司及客户的产品、服务、设施、其他产品、设备、产能、知识产权、财务信息、需求、开发和计划；(ii) 未经买方的书面允许 (除非法律要求，或者为履行合同满足合理必要的要求)，卖方将不会也不会促使卖方的雇员、代理商或分包商向任何第三方披露任何买方信息或为了向买方及其子公司提供货物和服务以外的任何其他目的而使用任何买方信息；(iii) 你方将会仅仅为了买方使用以及买方的利益，以信托方式保管所有买方信息；及(iv) 从第(i)到(iii)项将不适用于除了你方、你方的关联公司或任何一位你方雇员、代理商或分包商以外的其他方披露的、被公众知悉的任何信息。

#### 15. 转让和分包

未经买方书面同意，卖方不得转让或分包其于合同项下的职责或责任，但上述同意无合理理由不得拒绝或延迟作出。除非同意中另有说明，卖方所做任何转让或分包，不论是否有要

makes a general assignment for the benefit of creditors, or (ii) the other party becomes a debtor in a bankruptcy, insolvency, receivership, or similar proceeding commenced by a third party that is not dismissed within 30 calendar days after commencement.

#### 14. Confidential Information

The non-disclosure or confidentiality agreement between Seller and Buyer (the “**Supplier Confidentiality Agreement**”) applies to all confidential information that you may have access to in connection with providing the Products, or Services under the Contract. Seller is responsible for its and its employees’, agents’, or subcontractors’ compliance with the Supplier Confidentiality Agreement. Seller will not, and will cause Seller’s employees, agents or subcontractors not to disclose to any third party any information concerning this Contract, the Products or Services without Buyer’s prior written permission (except as may be required by law or as reasonably necessary to perform under the Contract). If there is no Supplier Confidentiality Agreement between Seller and Buyer: (i) “**Buyer Information**” means all information that Seller, its employees, agents and subcontractors, receive from Buyer or observe or obtain at Buyer’s facilities relating to: the Products, Services, facilities, products, equipment, capabilities, intellectual property, financial information, needs, developments and plans of Buyer, its subsidiaries and its customers; (ii) Seller will not, and will cause Seller’s employees, agents or subcontractors not to disclose to any third party or to use for any purpose other than providing goods and services to Buyer and its subsidiaries, any Buyer Information, without Buyer’s written permission (except as may be required by law or as necessary to perform under the Contract); (iii) you will hold all Buyer Information in trust for Buyer’s sole use and benefit; and (iv) clauses (i) through (iii) will not apply to information that is publicly known other than through disclosure by or through you, your affiliates or either of your employees, agents or subcontractors.

#### 15. Assignment and Subcontracting

Seller may not assign or subcontract its duties or responsibilities under the Contract without the prior written consent of Buyer, which will not be unreasonably withheld or delayed. Unless otherwise stated in the consent, any assignment

求的同意，均不会免除卖方在合同项下的职责或义务，或卖方对于其受让方或分包商不履约或过失所承担的责任。未经卖方的事先书面同意，买方可转让其于本合同项下的权利和义务。

## 16. 可原谅的不履约

如果任何一方延迟或未能履行其义务是因为超出非履约方控制的、且不是由于非履约方的过失或疏忽造成的不同寻常的事件或事故，例如天灾、火灾、水灾、风暴、爆炸、骚乱、恐怖活动、自然灾害和战争（“可原谅的延迟”），则该方延迟或未能履行其义务应被原谅。然而，在任何情况下，如果卖方无法履约是因为(i) 卖方资不抵债或卖方的财务状况，(ii) 原材料或零部件根据市场状况，其成本或可用性发生变化，(iii) 一种运输方式的费用或可用性发生变化，(iv) 政府法规、税收或激励政策发生变化，(v) 未能获取许可、执照或其他政府批准，(vi) 未能使用实质类似于产品的其他产品的买方的要求将会得到满足的可使用的替代服务、替代能源、变通计划或其他方式，或(vii) 影响卖方工厂的劳动中断、罢工、停工，均不构成可原谅的不履约。一旦发生导致可原谅的延迟的事件，声称造成可原谅的延迟的一方应向另一方发送通知，通知包括造成可原谅的延迟的理由、延迟预期延续的时间以及该延迟将得到纠正的时间。在卖方延迟或不履约期间，买方可选择(x) 从其他来源购买产品或服务，并依此减少向卖方订购的数量，且无需卖方承担责任；(y) 促使卖方从其他来源获得产品和服务，并按照买方在订单上要求的数量和时间提供给买方；或(z) 可以要求卖方向买方交付所有成品、在制品以及为完成订单已生产或购买的零部件和材料，并由买方付款。如果不履约方无法保证延迟将持续不到三十(30)个公历日，或者如果不履约的情况延续超过三十(30)个公历日，另一方可在恢复履约之前，通过向不履约方发送通知的方式终止合同。

or subcontracting by Seller, with or without the required consent, will not relieve Seller of its duties or obligations under the Contract or its responsibility for non-performance or default by its assignee or subcontractor. Buyer may assign its rights and obligations under this Contract without Seller's prior written consent.

## 16. Excusable Non-Performance

Any delay or failure of either party to perform its obligations shall be excused if it is caused by an extraordinary event or occurrence beyond the control of the non-performing party and without the non-performing party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, acts of terrorism, natural disasters and wars (hereinafter an "Excusable Delay"). In no event, however, will Seller's inability to perform as a result of (i) Seller's insolvency or financial condition, (ii) change in cost or availability of raw materials or components based on market conditions, (iii) change in cost or availability of a method of transportation, (iv) changes in government regulations, taxes or incentives, (v) failure to obtain permits, licenses, or other government approvals, (vi) failure to use available substitute services, alternate sources, work-around plans or other means by which the requirements of a buyer of products substantively similar to the Products would be satisfied, or (vii) labor disruptions, strikes, lockouts and slowdowns affecting a Seller's facilities constitute an Excusable Delay. As soon as possible following the occurrence of an event causing an Excusable Delay the party claiming an Excusable Delay shall provide notice to the other party of the reason(s) for the Excusable Delay, the anticipated duration of the delay and the time in which the delay will be cured. During the delay or failure to perform by Seller, Buyer, at its option, (x) may purchase the Products or Services from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (y) cause Seller to provide the goods or services from other sources in quantities and at times requested by Buyer at the price set forth in the Purchase Order; or (z) may request Seller to deliver to Buyer at Buyer's expense all finished goods, work in process and parts and materials produced or acquired for work under the Purchase Order. If the non-performing party cannot provide assurances that the delay will last less than thirty (30) calendar days, or if the non-performance exceeds 30 calendar days, the other party may terminate the

## **17. 海关**

除非适用法律另行禁止，与已购买产品相关的可转让的信贷或权益，包括贸易信贷、出口信贷、或有关税收、关税或费用的退还的权利，都属于买方。卖方将向买方提供有关产品的买方必需的用于下列用途的所有信息和记录：

(1) 获取该等权益、信贷和权利，(2) 履行任何海关义务、原产地标记或标签要求，以及认证或本地含量的报告要求，(3) 要求适用的贸易优惠制度下的关税优惠待遇，及(4) 参与进口国的任何关税延缓支付或自由贸易区计划。卖方将取得所有出口许可证和授权，支付所有出口税、关税、费用，除非合同另有规定，在这种情况下，卖方将提供所有必要的信息和记录，以使得买方获得那些出口许可证或授权。

## **18. 保险**

在买方场所或利用买方的财产（包括买方财产）开始工作之前，卖方将保证拥有(a)不低于法定限额的劳工补偿；(b)雇主责任险(由于事故或疾病造成的人身伤害投保限额为不少于美元 2,000,000)；(c)商业一般责任险，包括合同责任、产品/完全覆盖所有生产和场地的保险，投保限额为每次发生事故/综合单次财产损失、身体伤害及人身损害责任不低于 2,000,000 美元；(d)综合机动车责任险，投保限额为每次发生事故/综合单次财产损失及人身损害责任不低于 2,000,000 美元；(e)卖方位于工作场所的所有财产的财产险，以及向买方出售的所有货物灭失风险转移前全部价格的保险。所有保险均为主险且买方不会分担购买任何部分。卖方代表其自身及其保险人，就其已经投保的事项，就向买方及其代理和雇员的提出的任何索赔(或对该等索赔的代位求偿)，在其已经投保的情况下对买方进行豁免，不论买方是否要求对该等事项购买保险。所有责任险均会将买方列为额外的被保险人。应买方请求，卖方应向买方交付一份证书，以证明本第 18 条中的保险要求得到满足。

Contract by notice given to the non-performing party before performance resumes.

## **17. Customs**

Transferable credits or benefits associated with Products purchased, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Buyer unless otherwise prohibited by applicable law. Seller will provide Buyer with all information and records relating to the Products necessary for Buyer to (1) receive these benefits, credits, and rights, (2) fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements, (3) claim preferential duty treatment under applicable trade preference regimes, and (4) participate in any duty deferral or free trade zone programs of the country of import. Seller will obtain all export licenses and authorizations and pay all export taxes, duties, and fees unless otherwise stated in the Contract, in which case Seller will provide all information and records necessary to enable Buyer to obtain those export licenses or authorizations.

## **18. Insurance**

Prior to commencing work on Buyer's premises or utilizing Buyer's property (including Buyer's Property), Seller will maintain (a) workers' compensation to statutory limits; (b) Employer's Liability Insurance (minimum of \$2,000,000 for bodily injury by accident or disease); (c) Commercial General Liability Insurance including contractual liability, products/completed operations coverage and premises coverage, with limits of not less than \$2,000,000 for each occurrence/combined single limit property damage, bodily injury and personal injury liability; (d) comprehensive automobile liability insurance with limits of not less than \$2,000,000 for each occurrence/combined single limit property damage and bodily injury; and (e) property insurance for all of Seller's property at the worksite, and insurance for the full purchase price of goods sold to Buyer as to which the risk of loss has not passed. All insurance will be primary and non-contributory to any coverage purchased by Buyer. Seller releases Buyer, Buyer's agents and employees, on behalf of Seller and its insurers, from any claims (or rights of subrogation for such claims) to the extent such claims are insured against whether or not such insurance is required by Buyer. All liability insurance will name Buyer as an additional insured. Upon Buyer's request, Seller shall deliver to Buyer a certificate evidencing the

## 19. 劳动中断

卖方将自负费用，采取必要或适当的行动，在任何可预见或预期的劳动中断及/或卖方的任何合同到期时，确保至少在 30 天期间不间断供应货物和服务。本第 19 条不构成放弃和影响买方在本合同或适用法律下享有的其他权利和救济，买方在此保留享有该等权利和救济的权利。

## 20. 其他规定

20.1 宣传。 在合同期限内及在合同期限之后，未经买方事先书面同意，且除非履行合同有要求或法律有要求，否则卖方不会广告、宣传、使用买方品牌形象或商标或以其他方式披露其与买方或买方客户之间的关系。

20.2 审计权。 卖方将在其文件保管政策所规定的时间期限或七(7)年内（以较长者为准），保管必要记录以作为在合同项下向买方收取费用的证明。买方即其代表可对卖方的交易记录进行审计，以验证装运数量和收取价格是否与合同价格相匹配。任何审计均由买方自费实施（但是如果审计显示收取的金额有误，则由卖方为买方报销该审计费用），实施审计的次数应合理，并在卖方的日常营业地实施。

20.3 电子通讯。 卖方将遵守买方在其报价请求中指定的以及在合同中确认的电子通讯方法，包括电子资金转账、订单传输、电子签名和通信的要求。卖方还将在商业上尽其合理的努力，在受制于第 1.2 条的前提下，遵守买方在合同日期之后指定的电子通讯方法的任何变更规定。

20.4 双方的权利。 买方和卖方都是独立的合同缔约方，合同中的任何内容均不会使得任何一方为任何目的成为另一方的代理或

insurance requirements set forth in this **Section 18**.

## 19. Labor Disruptions

Seller will, at Seller's expense, take such actions as are necessary or appropriate to ensure the uninterrupted supply of goods and services to Buyer for not less than 30 days during any foreseeable or anticipated labor disruption and/or the expiration of any of Seller's contracts. This **Section 19** shall not constitute a waiver of and is without prejudice to, any and all of Buyer's other rights and remedies under this Contract or applicable law, each of which are hereby reserved.

## 20. Miscellaneous

20.1 Advertising. During and after the term of the Contract, Seller will not advertise, promote, use Buyer's branding images or trademarks or otherwise disclose its relationship with Buyer or Buyer's customers without Buyer's prior written consent, except as may be required to perform the Contract or as required by law.

20.2 Audit Rights. Seller will maintain records as necessary to support amounts charged to Buyer under the Contract for the greater of the time period set forth in Seller's document retention policies or seven (7) years. Buyer and its representatives may audit Seller's records of transactions to the extent needed to verify the quantities shipped and that the prices charged match the Contract prices. Any audit will be conducted at Buyer's expense (but will be reimbursed by Seller if the audit uncovers errors in the amounts charged), at reasonable times, and at Seller's usual place of business.

20.3 Electronic Communication. Seller will comply with the method of electronic communication specified by Buyer in Buyer's request for quotation and confirmed in the Contract, including requirements for electronic funds transfer, purchase order transmission, electronic signature, and communication. Seller will also make commercially reasonable efforts to comply with any modification to Buyer's specified method of electronic communication after the date of the Contract, subject to **Section 1.2**.

20.4 Relationship of the Parties. Buyer and Seller are independent contractors, and nothing in the Contract makes either party the agent or legal representative of the other

法定代表人。任何一方均无权代表另一方承担或创建任何义务。

20.5 弃权。任何一方在特定场合放弃行使合同约定或法律规定的任何权利或救济均不视为在后续场合放弃该权利或救济或放弃任何其他权利或救济。

20.6 完整协议。合同构成双方就合同标的达成的完整合意并替代双方就合同标的达成的所有在先的口头或书面声明或协议，包括买方的报价请求以及卖方的报价，特别纳入合同的除外。除非在第 1.2 条中授权，没有任何后续的打算修改合同条款的条款、条件、谅解或协议具有约束力，除非双方以书面落实并签署该书面文件。

20.7 可分割性。合同中任何规定被判定在任何管辖区内无效或不可强制执行的，将不会影响合同任何其他规定的有效性或可强制执行性，或该规定在任何其他管辖区内的有效性或可强制执行性。任何对一项规定不可强制执行的声明应尽可能地保持在有限范围内，且不得令订单或任何其他规定无效

20.8 释义。在本《一般采购条款和条件》中，“包括”是指“包括但不限于”，以单数形式定义的术语包括其复数形式，反之亦然。

20.9 通知。合同中要求或允许发送的任何通知或其他通讯必须采用书面形式，将在实际收到当日生效（如果实际收到的日期是营业日）或实际收到当日之后的营业日（如果实际收到的日期不是营业日）。

20.10 管辖法律和管辖权。除非另行以书面约定，合同将受到中华人民共和国法律以及本条规定的管辖并据其解释。《联合国国际货物销售公约》将不适用于合同。因合同或本一般条款及条件而引起的或与之相关的任何争议，若未能在一个月之内通过协商途径解决的，该等争议均应最终提交至中国国际经济贸易

party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.

20.5 Waiver. The failure of either party to enforce any right or remedy provided in the Contract or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

20.6 Entire Agreement. The Contract constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of the Contract, including Buyer's request for quotation and Seller's quotation unless specifically incorporated in the Contract. Except as authorized in **Section 1.2**, no subsequent terms, conditions, understandings, or agreements purporting to modify the terms of the Contract will be binding unless in writing and signed by both parties.

20.7 Severability. A finding that any provision of the Contract is invalid or unenforceable in any jurisdiction will not affect the validity or enforceability of any other provision of the Contract or the validity or enforceability of that provision in any other jurisdiction. Any declaration of unenforceability of a provision hereof shall be as narrow as possible and shall not void a Purchase Order or any other provision.

20.8 Interpretation. When used in these General Terms and Conditions, "including" means "including without limitation" and terms defined in the singular include the plural and vice versa.

20.9 Notices. Any notice or other communication required or permitted in the Contract must be in writing and will become effective on the date of actual receipt if the date of actual receipt is a business day or on the next business day if the date of actual receipt is not a business day.

20.10 Governing Law and Jurisdiction. Unless otherwise agreed in writing, the Contract will be governed by and interpreted according to the law of the People's Republic of China in accordance with the provisions of this section. The *United Nations Convention on Contracts for the International Sale of Goods* will not apply to the Contract. Any dispute arising from or

仲裁委员会（“贸仲”）依照其在仲裁通知发出时有效的仲裁规则在北京进行解决。仲裁庭应由三名仲裁员组成，其中一名仲裁员由买方指定、一名仲裁员由卖方指定，第三名仲裁员由贸仲指定并由其担任仲裁庭的首席仲裁员。仲裁语言应为英文和中文双语。仲裁裁决为终局且对双方均有约束力。

20.11 本一般条款和条件由中英文书就。如有任何歧义，应以英文为准。

in connection with the Contract or these General Terms and Conditions which is not resolved within one month through negotiation shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitration committee shall be consisted by three arbitrators, one appointed by the Buyer, one appointed by the Seller and the third one being the chief arbitration appointed by CIETAC. The arbitration shall in conducted in both English and Chinese. The arbitral award is final and binding upon both parties.

20.11 These General Terms and Conditions are drawn up in Chinese and English. In case of discrepancy, the English version shall prevail.