



GLOBAL PURCHASE TERMS and CONDITIONS

Effective October 1, 2024

全球采购条款和条件

自 2024 年 10 月 1 日起生效

1. SCOPE

These Purchase Terms and Conditions apply to and are included in any purchase order or supply agreement (“**Purchase Order**”) issued by Shape Corp. or any of its affiliates, which include but are not limited to Shape Corp. Czech Republic s.r.o., ID: 248 01 356, with registered office at 1388, 330 23 Nýřany, the Czech Republic, registered in the Commercial Register maintained by the Regional court in Pilsen, file no. C 29600, Shape Corp. Mexico, S. de R.L. de C.V., Shape Corp. GmbH, Shape/NetShape China Auto Parts Company Limited, Shape Japan Co., Ltd. K.K., NetShape Engineering Services Private Limited, Shape/NetShape Korea Limited, Magnode, LLC, dba Shape Aluminum, Shape Corp. dba NetShape Solutions Group, NetShape Solutions Group, or other entities under Shape Corp.’s control (“**Buyer**”) to a third party and its affiliates (“**Seller**”).

2. CONTRACT

2.1 Offer and Acceptance.

Each Purchase Order issued by Buyer is Buyer’s offer to purchase the materials, components, packaging, tooling, equipment, hardware, or software (“**Products**”) and/or services (“**Services**”) identified in the Purchase Order. Seller accepts a Purchase Order as issued if (a) Seller fails to object

1. 范围

本采购条款和条件适用于由 Shape Corp. 或其任何关联方（包括但不限于：Shape Corp. Shape Corp. Czech Republic s.r.o., 注册号为 248 01 356, 注册地址为 1388, 330 23 Nýřany, 捷克共和国, 在皮尔森地区法院保存的商业登记簿中注册的案号为 C 29600; Shape Corp. Mexico, S. de R.L. de C.V., Shape Corp. GmbH, 顺普汽车零部件（中国）有限公司, Shape Japan Co., Ltd. K.K., NetShape Engineering Services Private Limited, Shape/NetShape Korea Limited, Magnode, LLC）， dba Shape Aluminum, Shape Corp. dba NetShape Solutions Group, NetShape Solutions Group, 或 Shape Corp. 控制的其他实体（“**买方**”）向第三方及其关联方（“**卖方**”）发出的任何采购订单或供应协议（“**采购订单**”），并包括在该等采购订单或供货协议中。

2. 合同

2.1 要约和承诺。

买方发出的每份采购订单系买方关于购买采购订单中指定的材料、部件、包装、模具、设备、硬件或软件（“**产品**”）和/或服务（“**服务**”）的要约。如果卖方（a）未在收到采购订单后的两（2）个营业日内

to it in writing within two (2) business days after receipt, (b) commences any work under the Purchase Order, (c) ships Products or provides Services, or (d) engages in any other conduct that recognizes the existence of a contract for the Products and/or Services. Seller agrees not to accept any Purchase Order with reservation.

2.2 Contract Terms.

2.2.1 Upon Seller's acceptance of the Purchase Order, Buyer and Seller will have entered into a binding contract containing the terms of the following documents ("**Purchase Contract**"):

- The Purchase Order;
- These Global Purchase Terms and Conditions;
- Any documents specifically incorporated in the Purchase Order, except that any reference to Seller's quote in Buyer's Purchase Order will be read to refer to the Seller's description of its products and/or services and price only, and any Seller's terms of sale in its quote are specifically rejected and will not be part of the Purchase Contract;
- Any written agreement entered into by both Buyer and Seller prior to Seller's acceptance of the Purchase Order, including, but not limited to, a letter of nomination, a statement of work, or a confidentiality or non-disclosure agreement, to the extent the terms in such agreement do not contradict the Purchase Order or these Global Purchase Terms and Conditions;
- If the Purchase Order relates to Products that are materials or components and/or related Services incorporated into goods sold by Buyer, the most current version of Buyer's Supplier Standards Manual posted at www.shapecorp.com/suppliers;
- If the Purchase Order relates to Products that are tooling or equipment and/or related Services, the applicable sections of the most current version of Buyer's Tool Quote and Build Requirements Manual, posted at www.shapecorp.com/suppliers;

以书面形式提出反对，(b) 开始采购订单项下的任何工作，(c) 装运产品或提供服务，或 (d) 从事承认存在产品和服务合同的任何其他行为，则视为卖方接受已发出的采购订单。卖方同意不接受任何有保留的采购订单。

2.2 合同条款。

2.2.1 一旦卖方接受采购订单，买方和卖方将已签订一份包含下列文件条款的具有约束力的合同 ("**采购合同**")：

- 采购订单；
- 本《全球采购条款和条件》；
- 采购订单中明确包含的任何文件，但例外是：买方采购订单中提及的卖方报价其仅将被解释为卖方对其产品和服务及价格的描述），以及卖方报价中的任何销售条款均被明确拒绝且不构成采购合同的一部分；
- 买方和卖方在卖方接受采购订单之前签订的任何书面协议，包括但不限于提名函、工作说明书或保密或不披露协议，但前提是，该等协议的条款与采购订单或本《全球采购条款和条件》不相冲突；
- www.shapecorp.com/suppliers 网站上发布的最新版本的买方的《供应商标准手册》，适用于采购订单涉及的产品为买方销售的货物中包含的材料或部件和/或相关服务；
- www.shapecorp.com/suppliers 网站上发布的最新版本的买方《工装报价和制造要求手册》，适用于采购订单涉及的产品为模具或设备和/或相关服务；

- The most current version of Buyer's Supplier Principles of Conduct posted at www.shapecorp.com/suppliers.

2.2.2 ALL PURCHASE ORDERS ARE EXPRESSLY CONDITIONED UPON SELLER'S ACCEPTANCE OF THE EXCLUSIVE APPLICATION OF THE TERMS IN THE PURCHASE CONTRACT.

2.3 Purchase Contract Does Not Include Forecasts; Maintaining Capacity.

Any expression of quantities of Products or Services noted by Buyer in its requests for quotes or statements of work for materials or components are to be considered non-binding information serving only to enable Seller to plan for capacity and materials, will not be considered a term of the Purchase Contract, and will not obligate Buyer to purchase the quantity indicated. Notwithstanding the previous sentence, Seller agrees to maintain staffing, equipment and other production or services resources sufficient to exceed by 25% its agreed-upon capacity plan as described by Buyer in its statement of work. Buyer may express quantities of Products or Services as part of a binding performance specification in its requests for quotes or statements of work for packaging, tooling or equipment.

2.4 Purchase Contract Document Modifications.

Buyer's Global Purchase Terms and Conditions, Supplier Standards Manual, Supplier Principles of Conduct and other documents related to the Purchase Contract are accessible on Buyer's website at www.shapecorp.com/suppliers. Buyer may unilaterally modify such documents at any time by posting a revised document to www.shapecorp.com/suppliers. Any such revised document posted to www.shapecorp.com/suppliers will apply to all Purchase Order revisions or amendments and new Purchase Orders issued on or after the effective date of the document. SELLER IS RESPONSIBLE TO REVIEW AND COMPLY WITH BUYER'S MOST RECENT VERSION OF SUCH DOCUMENTS POSTED ON www.shapecorp.com/suppliers. No modifications to any Purchase Order or waiver or amendment or addition to any Purchase Contract term or

- www.shapecorp.com/suppliers 网站上发布的最新版本的买方的《供应商行为准则》。

2.2.2 所有采购订单明确以卖方接受采购合同条款的排他性适用为条件。

2.3 采购合同不包含预测；维持产能。

买方在其对材料或部件的报价要求或工作说明书中注明的任何产品或服务数量的表述仅被视为不具约束力的信息，仅可用于卖方进行产能和材料规划，不应被视为采购合同的条款，也不应使买方有义务采购指明的数量。尽管有前述规定，卖方同意维持人员、设备及其他生产或服务资源使其足以在买方在工作说明书中所述的其议定产能计划的基础上超过 25%。买方可在其报价要求或包装、模具或设备工作说明书中明确产品或服务的数量，作为具有约束力的性能规格的一部分。

2.4 采购合同文件的修改。

买方的《全球采购条款和条件》、《供应商标准手册》、《供应商行为准则》以及与采购合同有关的其他文件，均可在买方网站 www.shapecorp.com/suppliers 上查阅。买方可随时通过向在网站 www.shapecorp.com/suppliers 上发布修改后的文件的方式单方面修改该等文件。在 www.shapecorp.com/suppliers 上发布的任何该等经修改的文件将适用于在该文件生效日当天或之后发出的所有采购订单修改或修订以及新采购订单。卖方有责任审阅并遵守买方在 www.shapecorp.com/suppliers 上发布的该等文件的最新版本。除非经买方授权代表事先以书面形式同意，否则对任何采购订单的修改、对任何采购合同条款或规定的豁免、修订或补充均不得对买方强制执行。

provision will be enforceable against Buyer unless such modification, waiver, amendment or addition is previously agreed to in writing by Buyer's authorized representative.

3. QUANTITY, RELEASES, SHIPMENT, DELIVERY

3.1 Time and Quantities of Essence.

Time and quantities are of the essence in all aspects of Seller's performance under the Purchase Contract.

3.2 Quantity and Releases.

3.2.1 Quantities and deliveries for Products and Services that are not materials or components will be reasonably determined by Buyer and noted on the Purchase Order.

3.2.2 If Buyer's Purchase Order states a specific quantity, the Purchase Order is a fixed-quantity contract. Seller must supply Buyer with the specified quantity of Products and Buyer must purchase from Seller the specified quantity of Products at the price indicated.

3.2.3 If Buyer's Purchase Order for materials and components does not specify a quantity, or specifies the quantity as "blanket order," "as released," "subject to Buyer's production releases," "0," "REQ," "100% REQ," "100%," or other similar words, the Purchase Order is a 100% requirements contract. Buyer must order from Seller and Seller must deliver to Buyer all the Products that Buyer needs during the Term of the Purchase Order (as defined below). Buyer will determine its needs for the Products, including quantities and delivery dates, and communicate those quantities and delivery dates to Seller through material authorization releases, broadcasts or similar written or electronically-transmitted instructions transmitted by Buyer to Seller from time to time in reference to the Purchase Order (each a "Release").

3.2.4 If the Purchase Order states the quantity as a specific percentage of Buyer's requirements that is less than 100%, such as "70% REQ," "70%," or similar, the

3. 数量、发布、装运、交付

3.1 时间和数量的重要性

时间和数量在卖方履行采购合同的各个方面都是至关重要的。

3.2 数量和发布。

3.2.1 不属于材料或部件的产品和服务的数量和交付将由买方合理确定并在采购订单中注明。

3.2.2 如果买方的采购订单规定了特定数量，则采购订单构成固定数量合同。卖方必须向买方提供指定数量的产品，而买方必须按明示价格向卖方购买指定数量的产品。

3.2.3 如果买方对材料和部件的采购订单中未规定数量，或规定数量为“总采购订单”、“见发布”、“以买方的生产发布为准”、“0”、“REQ”、“100% REQ”、“100%”或其他类似词语，买方必须向卖方订购、卖方也必须向买方交付采购订单期限（定义见下文）内的全部买方所需产品。买方将确定其对产品的需求（包括数量和交货日期），并通过买方按照采购订单不时向卖方发出的材料授权放行单、广播或类似的书面或电子指示（各称为“放行单”），向卖方告知此等数量和交货日期。

3.2.4 如果采购订单所规定的数量为低于 100% 买方需求的某一特定比例（如“70% REQ”、“70%”或类似比例），则采购订单构成按需供应合同，且卖方仅按照所示比例的买方需求履行采购订单。买方必须向卖方订购、卖方也必须向买方交付采购订单期限（定义见下文）内的特定比例之买方所需产品。买方

Purchase Order is a requirements contract, and is exclusive to Seller as to the indicated percentage of Buyer's requirements. Buyer must order from Seller and Seller must deliver to Buyer the indicated percentage of Products that Buyer needs during the Term of the Purchase Order (as defined below). Buyer will determine its needs for the Products, including quantities and delivery dates, and communicate those quantities and delivery dates to Seller through Releases.

- 3.2.5 Seller agrees to participate in electronic data interchange or a similar program, at Seller's expense, for notification of Releases, shipping confirmation and other information related to the Purchase Order.
- 3.2.6 Buyer will have no liability to Seller beyond the time frames noted in the raw material and fabrication authorizations noted in Buyer's Supplier Standards Manual, or any greater raw material or fabrication authorization noted in the Purchase Order.
- 3.2.7 Buyer is not obligated to order, issue a Release, or purchase from Seller any particular quantity or volume of Products and Services.
- 3.2.8 Buyer may return over-shipments to Seller at Seller's expense.

3.3 Packing, Labeling, and Shipment.

Seller will pack, label, and ship Products with indication of the applicable Purchase Order and in compliance with (a) the Purchase Order, and Buyer's Supplier Standards Manual or Tool Quote and Build Requirements Manual, whichever is applicable, including the quantity and type of packing documentation, labeling requirements, hazardous materials instructions, logistics expectations, and method of transportation directions included in the Purchase Order or applicable Manual, unless Buyer instructs otherwise in writing, and (b) all applicable national, state, provincial, and local laws and regulations pertaining to product content, hazardous materials, and warning labels. Unless specified in the Purchase Order, Seller will not charge Buyer for labeling, packing, boxing or crating.

将确定其对产品的需求（包括数量和交货日期），并通过滚动订单向卖方告知此等数量和交货日期。

3.2.5 卖方同意自付费用参加电子数据交换或类似程序，用于通知发布、发布确认和其他与采购订单有关的信息。

3.3.6 在买方的《供应商标准手册》中注明的原材料和制造授权或采购订单中注明的任何更多的原材料或制造授权中注明的时间范围之外，买方不对卖方承担任何责任。

3.2.7 买方无义务向卖方订购、签发发布或购买任何特定数量或数量的产品和服务。

3.2.8 买方可以退还多装货物给卖方，费用由卖方承担。

3.3 包装、贴标、和装运。

卖方将在包装、标签和装运产品时注明适用的采购订单，并遵守（a）采购订单、买方的《供应商标准手册》或《工具报价和建设要求手册》（如适用），包括采购订单或适用的手册中包含的包装文件的数量和类型、标签要求、危险材料说明、物流预期和运输指示的方式，除非买方另行书面指示，及（b）与产品内容、危险材料和警告标签相关的所有适用的国家、省和地方法律法规。除非采购订单中另有规定，卖方不得就贴标签、包装、装箱向买方收取费用。

3.4 交付。

产品和服务应按买方在采购订单或任何发布中指定的数量和时间交付。除非采购订单中另有规定，产品应按 2020 年版《国际贸易术语解释通则》中 FCA 术语在卖方工厂交货。如果买方以提前通知的形式提出要求，卖方将在不改变价格的情况下

3.4 Delivery.

Products and Services are to be delivered in the quantities and at the times specified by Buyer in the Purchase Order or any Release. Unless otherwise stated in the Purchase Order, Products shall be delivered F.C.A. Seller's facility Incoterms® 2020. If requested by Buyer in the form of advance notice, Seller will change the rate of shipment or temporarily suspend delivery of a scheduled shipment or delivery of Products or Services without any change in price to Buyer. Seller will immediately notify Buyer of any delays in deliveries, including an explanation of the reasons for the delay, probable length of the delay, and description of measures Seller has or will undertake to remediate the delay. If Seller does not deliver Products or Services in time to meet Buyer's delivery schedules, and if Buyer has not excused the delay in writing, Seller will be in breach of the Purchase Contract and these Global Purchase Terms and Conditions without need for notice of breach, and Seller will be responsible for the costs of any resulting expedited or other special transportation. In the case of Products, notwithstanding any agreement regarding payment of freight expenses, delivery will not have occurred and the risk of loss will not have shifted to Buyer until the Products have been received at the specified delivery location and have been accepted by Buyer at that location.

4. PRICE, PAYMENT

4.1 Price

- 4.1.1 The price for Products or Services noted on the Purchase Order (the "**Price**") is not subject to increase, including, but not limited to, increases based upon changes in raw material, component pricing, labor, or overhead costs, unless Buyer specifically agrees to such possible increases in writing and notes the agreement on the Purchase Order.
- 4.1.2 The Price includes storage, handling, packaging, freight, and other expenses of Seller, unless otherwise noted on the Purchase Order.

变更装运费率或临时中止产品或服务的交付。卖方应立即通知买方任何延迟交付的情况，包括延迟原因的解釋、可能延迟的时间，以及卖方已采取或将采取的救济措施的描述。如果卖方未能按照买方的交付时间表及时交付产品或服务，且如果买方未以书面形式谅解该等延迟，则卖方将违反采购合同及本《全球采购条款和条件》（买方无需向其发出违约通知），并且卖方将承担由此产生的任何加速运输或其他特殊运输费用。就产品而言，尽管存在关于支付运费的任何约定，在买方于指定交付地点收到产品并在该地点接受产品之前，交付不会发生，损失风险也不会转移至买方。

4. 价格、付款

4.1 价格

- 4.1.1 采购订单上注明的产品或服务价格（“**价格**”）不会增加，包括但不限于因原材料、部件定价、人工或管理费用的变更而增加，除非买方明确书面同意该等可能的增加，并在采购订单上注明约定。
- 4.1.2 价格包括卖方的仓储、搬运、包装、运输和其他费用，除非采购订单中另有说明。

- 4.1.3 The Price includes all applicable federal or national, state, provincial and local taxes, including sales, value-added or similar taxes and tariffs, and Seller will pay taxes and tariffs. Changes in taxes and tariffs are risks assumed by Seller. If the Purchase Contract pertains to Products or Services identified by Buyer as industrial processing and potentially exempt from sales, value-added, or similar turnover taxes or charges, the tax identification number and/or other exemption information will be stated in the Purchase Order or otherwise provided by Buyer.
- 4.1.4 Seller warrants the Price is at least as low as the price charged by Seller to buyers of a class similar to Buyer and for Products and Services of like grade and quality to those specified in the Purchase Order.
- 4.1.5 Seller warrants that the Price is competitive with the prices for similar Products and Services available to Buyer from other sellers. Buyer may, without notice to Seller, market test the Price. If Buyer determines that the Price is not competitive, Buyer will give Seller notice and a reasonable opportunity to reduce the Price to equal the lowest price identified in Buyer's market test, but if no agreement on Price is reached, Buyer may terminate the Purchase Order for cause pursuant to Section 13 and source the supply of such Products or Services from another supplier. Seller will fully cooperate with Buyer and its designees in connection with any such sourcing to another supplier.
- 4.1.6 If the Price for Products includes an amortized payment or reimbursement to Seller for expenses, including tooling, equipment and/or research and development expenses (the "**Amortization Amount**"), upon Seller's receipt of full repayment or reimbursement of the Amortization Amount, the Price for subsequent Products will be decreased by an amount equal to the per-Product portion of the Amortization Amount.
- 4.1.3 价格包括所有适用的联邦或国家、州、省和地方税，包括销售税、增值税或类似税项和关税，卖方将支付税项和关税。税费和关税的变化属于卖方承担的风险。如果采购合同涉及买方确定为工业加工的产品或服务，并且可能免除销售税、增值税或类似的流转税或费用，税号和/或其他免税信息将在采购订单中规定或由买方另行提供。
- 4.1.4 卖方保证，该价格至少与卖方向与买方类似别的买方收取的价格相同，并且产品和服务的等级和质量与采购订单中规定的相同。
- 4.1.5 卖方保证，该价格与买方从其他卖方获得的类似产品和服务的价格相比具有竞争性。买方可在不通知卖方的情况下对价格进行市场测试。如果买方确定价格不具有竞争力，买方将通知卖方并给予卖方合理的机会将价格下调至等于买方市场测试中确定的最低价格，但如果未就价格达成协议，买方可根据第 13 条终止采购订单，并从其他供应商处采购该等产品或服务。在向其他供应商采购任何该等产品的过程中，卖方须全面配合买方及其指定方的相关工作。
- 4.1.6 如果产品价格包括向卖方支付的摊销费用或偿还的费用，包括模具、设备和/或研发费用（“**摊销额**”），则在卖方收到摊销额的全额偿还或偿还后，后续产品的价格将减少等于摊销额中每一产品部分的金额。
- 4.1.7 如果产品是部件或材料，卖方保证生产前部件和材料的价格与生

4.1.7 In the case of Products that are components or materials, Seller warrants the Price to be the same for pre-production components and materials as for production components and materials, unless otherwise agreed in writing by Buyer and Seller.

4.1.8 If Buyer includes continuous cost improvement requirements in its request for quote, letter of nomination or statement of work, Seller represents and warrants it will comply with such requirements.

4.2 Changes.

Buyer reserves the right to make changes to the drawings, specifications, materials, packaging, testing, quantity, time, location, method of delivery or shipment, or similar requirements prescribed in the Purchase Contract, which changes will be provided in a written notice to Seller. Seller will provide written notice to Buyer of any resulting changes to Price or delivery within ten (10) days of Buyer's notice of change(s), and Buyer's acceptance of any such resulting changes to Price or delivery must be in writing and signed by Buyer's authorized representative.

4.3 Invoice and Payment Terms.

4.3.1 Seller will invoice Buyer in a form satisfactory to Buyer only after delivery of Products or performance of Services, except in the case of tooling or equipment, in which case an invoice in a form satisfactory to Buyer is permitted at the time(s) indicated on the Purchase Order. All invoices must reference the applicable Purchase Order.

4.3.2 After receipt of an invoice in a form satisfactory to Buyer, Buyer will pay for Products and Services at the payment terms indicated on the Purchase Order.

4.3.3 Seller will accept payment from Buyer by check or other cash equivalent, including electronic funds transfer. Buyer will pay Seller in the currency specified on the Purchase Order, or, if not specified, in U.S. Dollars.

4.4 Directed or Recommended Suppliers.

产部件和材料的价格相同，除非买卖双方另有书面约定。

4.1.8 如果买方在其询价、定点函或工作说明书中包含持续成本改进要求，卖方陈述并保证其将遵守该等要求。

4.2 变更。

买方保留对图纸、规格、材料、包装、测试、数量、时间、地点、交货或装运方式或采购合同中规定的类似要求进行变更的权利，该等变更将以书面形式通知卖方。卖方应在收到买方变更通知后的十(10)日内书面通知买方价格或交货的任何变更，买方接受任何该等变更必须采用书面形式并由买方的授权代表签署。

4.3 发票和付款条款。

4.3.1 卖方仅在产品交付或服务提供后以买方合适的格式向买方开具发票，但模具或设备除外（该等情形下，允许在采购订单指定的时间以买方合适的格式开具发票）。所有发票必须指明适用的采购订单。

4.3.2 在收到合格的发票后，买方将按照采购订单中规定的支付条款支付产品和服务的款项。

4.3.3 卖方将接受买方支付的支票或其他现金等价物，包括电子转账。买方将以采购订单中规定的货币向卖方付款，如无规定，则以美元支付。

4.4 指定或推荐的供应商。

如果买方客户指定或推荐卖方担任买方产品或服务的货源方：

4.4.1 买方对产品或服务的付款将仅在买方实际收到买方客户对产品或

If Buyer's customer directs or recommends that Seller serve as Buyer's source for the Products or Services:

- 4.4.1 Payment from Buyer for the Products or Services will be due to Seller only after and to the extent of Buyer's actual receipt of payment from Buyer's customer for Buyer's goods into which the Products or Services are incorporated;
- 4.4.2 Any extension of Buyer's customer's payment terms to Buyer will automatically extend, by the same amount of time, the payment terms between Buyer and Seller; and
- 4.4.3 Within three (3) business days following Buyer's written notice of any reduction in price paid by Buyer's customer to Buyer for Buyer's goods into which Seller's Products or Services are incorporated, Seller will proportionately reduce the Price.
- 4.4.4 Within three (3) business days of any change in price, specifications or other terms negotiated or proposed between Seller and Buyer's customer, Seller will notify Buyer in writing and immediately adjust its invoices to reflect any price reduction, provided that no change will be binding on Buyer without Buyer's specific written consent.

4.5 Insolvency of Buyer's Customer.

In the event that Buyer's customer files or has filed against it a petition in bankruptcy or insolvency, and in the course of such proceeding and in connection with an actual or threatened termination by Buyer's customer of its purchase orders with Buyer, Buyer permits a reduction in the price paid to Buyer for Buyer's goods sold to such customer to prevent a termination of Buyer's customer's purchase order, then Buyer has the right to proportionally adjust the Price for Products or Services incorporated into such Buyer's goods upon three (3) days' notice to Seller.

4.6 Payments to Subsuppliers.

Buyer may, at its option, remit payments directly to Seller's suppliers or subcontractors for materials, parts, components or services ordered by Seller to fulfill its obligations under the Purchase Order. If Buyer makes such direct payments

服务所包含的买方货物的付款后，才应支付给卖方；

- 4.4.2 买方客户向买方支付条款的任何延长将自动延长买方和卖方之间的支付条款，延长的时间为相同的时间； 以及
- 4.4.3 在买方书面通知买方其客户就包含卖方产品或服务的买方货物向买方支付的任何价格减少后的三（3）个营业日内，卖方将按比例降低价格；
- 4.4.4 在卖方与买方客户协商或提议的价格、规格或其他条款发生任何变更时，卖方应在三（3）个工作日内书面通知买方，并立即调整其发票以反映任何降价，但前提是，未经买方明确书面同意，任何变更不得对买方具有约束力。

4.5 买方客户破产。

如果买方客户提出或已经提出破产或无力偿债申请，并且在该等程序过程中，买方客户实际终止或可能终止其与买方的采购订单，买方允许降低向买方客户出售的货物的价格，以防止买方客户的采购订单终止，则买方有权在提前三（3）日通知卖方后，按比例调整纳入该等买方货物的产品或服务的价格。

4.6 向次级供应商的付款。

买方可选择直接向卖方的供应商或分包商汇款，购买卖方为履行其在采购订单项下的义务而订购的材料、零件、部件或服务。如果买方直接向卖方的供应商或分包商支付该等款项，买方将扣减其以后就产品或服务应向卖方支付的同等金额。

4.7 抵销。

除法律允许的任何抵销权或抵扣权之外，所有对卖方的应付款应被视为卖方对买方的净债务或义务。买方可随

to Seller's suppliers or subcontractors, Buyer will reduce its subsequent payments to Seller for the Products or Services by an equal amount.

4.7 Setoff.

In addition to any right of setoff or recoupment permitted by law, all amounts due Seller shall be considered net of indebtedness or obligations of Seller to Buyer. Buyer may set off against or recoup from Seller amounts due at any time.

5. QUALITY AND WARRANTIES

5.1 Seller's Warranties.

Notwithstanding any approval by Buyer of any design, drawing, material, process or specification, Seller warrants to Buyer that, during the warranty period specified in Section 5.3, Products delivered and/or Services rendered and/or any special tools, dies, jigs, fixtures, patterns, machinery or equipment that are Buyer's Property (as that term is defined in Section 9) or are obtained at Buyer's expense for the performance of the Purchase Order will:

- 5.1.1 Conform to all drawings, specifications, samples, performance requirements, and other descriptions furnished, specified, or adopted by Buyer;
- 5.1.2 Be free from defects in workmanship, material and design (to the extent design is provided by Seller or its subcontractors);
- 5.1.3 Be merchantable;
- 5.1.4 Be fit for the Buyer's intended purposes, which purposes Seller warrants are known to Seller;
- 5.1.5 Comply with all applicable laws, orders, regulations and standards;
- 5.1.6 Be free from an actual or claimed patent, copyright or trademark infringement;
- 5.1.7 Be free of all liens, encumbrances and rights of parties other than Buyer;
- 5.1.8 To the extent they are Services, be provided in a professional, workmanlike, timely, diligent, efficient and skillful manner using qualified personnel with the required skill, experience and qualifications to

时就卖方到期应付款项进行抵销或抵扣。

5. 质量和保证

5.1 卖方保证。

尽管买方批准了任何设计、图纸、材料、工艺或规格，卖方向买方保证，在第 5.3 条规定的质保期内，交付的产品和/或提供的服务和/或属于买方财产(定义见第 9 条)或为履行采购订单而由买方承担费用取得的任何特殊工具、模具、夹具、固定装置、模式、机器或设备将：

- 5.1.1 符合买方提供、指定或采用的所有图纸、规格、样品、性能要求及其他说明；
- 5.1.2 无工艺、材料和设计缺陷（在卖方或其分包商提供设计的范围内）；
- 5.1.3 适于销售；
- 5.1.4 适合于买方的预期目的，并且卖方保证其已知此等目的；
- 5.1.5 遵守所有适用的法律、命令、法规和标准；
- 5.1.6 不得实际侵犯或被主张侵犯专利权、著作权或商标权；
- 5.1.7 不存在除买方以外的任何一方的任何留置权、产权负担和权利；
- 5.1.8 在服务的范围内，应以专业的、纯熟的、及时的、勤勉的、高效的和熟练的方式提供服务，使用具有所需技能、经验和资质的合

meet Seller's obligations under the Purchase Contract.

5.2 Seller's Quality Warranty.

For Products that are materials or components, Seller warrants conformity to the quality control standards and inspection system established or directed by Buyer, as well as certification to quality controls detailed in IATF 16949 and/or ISO 9001-2015, as specified in Buyer's Supplier Standards Manual. In the event of any discrepancy between IATF 16949 and/or ISO 9001-2015 and Buyer's Supplier Manual or quality control standards and inspection system, Buyer's Supplier Manual or quality control standards and inspection system will take precedence.

5.3 Warranty Period.

In the case of materials or components, the warranty period will be the longest of (a) five (5) years, (b) the warranty period provided by applicable law, (c) the warranty period offered by Buyer to its customers or by Buyer's customers to its end-users, or (d) any time period required by Buyer's customer or a government where Products are used or provided to recall or take remedial action to address a safety-related defect. In the case of Services and Products that involve equipment, the warranty period will be (r) the longest of two (2) years, (s) the warranty period provided by applicable law, or (t) as agreed in a writing executed by Buyer and Seller. For all other Products and Services, the warranty will be the longest of (x) five (5) years, (y) the warranty period provided by applicable law, or (z) the warranty period agreed in a writing executed by Buyer and Seller.

5.4 Warranty Beneficiaries.

In addition to Buyer, Seller's warranties will be available to, and for the benefit of, Buyer's successors, assigns and customers, and users of goods containing the Products or Services. Seller agrees to take steps to allow Buyer to benefit from any manufacturer's warranties for purchased components included in the Products.

5.5 OEM Customer Warranty.

格人员，以履行卖方在采购合同项下的义务。

5.2 卖方的质量保证。

对于属于材料或部件的产品，卖方保证其符合买方建立或指导的质量控制标准和检查体系，以及买方的《供应商标准手册》中规定的 IATF 16949 和/或 ISO 9001-2015 中详细规定的质量控制认证。如果 IATF 16949 和/或 ISO 9001-2015 与买方《供应商手册》或质量控制标准和检查体系之间存在任何差异，则以买方《供应商手册》或质量控制标准和检查体系为准。

5.3 质保期。

就材料或部件而言，质保期将为以下期限中最长的一个：(a) 五 (5) 年，(b) 适用法律规定的质保期，(c) 买方向其客户或买方客户向其终端用户提供的质保期，或 (d) 买方客户或使用或提供产品的政府为召回或采取救济措施解决与安全相关的缺陷所要求的任何期限。对于涉及设备的服务和产品，质保期将为以下期限中最长的一个：(r) 两 (2) 年，(s) 适用法律规定的质保期，或 (t) 经买卖双方书面约定的质保期。对于所有其他产品和服务，质保期为如下期限中最长的一个：(x) 五 (5) 年，(y) 适用法律规定的质保期，或 (z) 买方和卖方书面约定的质保期。

5.4 保修受益人。

除买方外，卖方的保证将提供给买方的继承人、受让人和客户，以及包含产品或服务的货物的用户，并为该等用户之利益。卖方同意采取措施使买方受益于制造商对产品中包含的所购部件作出的任何保证。

5.5 委托加工客户保证。

如果买方将卖方的产品或服务纳入为买方客户生产汽车整车原装设备的产品中，卖方保证在采购合同有效期间或买方所在国

If Seller's Products or Services are incorporated by Buyer into goods for Buyer's customer which is an automotive vehicle original equipment manufacturer, Seller warrants it will not supply the Products or Services directly to Buyer's customer for the same vehicle program without Buyer's prior written consent while the Purchase Contract is in effect or for the longest period permitted by the applicable competition law in the country of Buyer.

5.6 Survival.

With the exception of Seller's warranty described in Section 5.5, the warranties provided in this Section 5 will continue for the warranty period in Section 5.3, will not be waived or discharged by any acceptance, inspection, tests, payment or resale by Buyer, and will survive any termination of the Purchase Order.

6. INSPECTION, NON-CONFORMING PRODUCTS, RECALL.

6.1 Buyer's Inspection, Acceptance, Payment.

Buyer may, but is not required to, inspect Products or Services during manufacture or performance, prior to delivery, or within a reasonable time after delivery. Buyer's acceptance, payment, inspection, or failure to inspect does not relieve Seller's obligations or warranties or responsibility for latent or undiscovered defects under the Purchase Order or applicable law, and does not limit or impair Buyer's right to assert any legal or equitable remedy.

6.2 Non-Conforming Products or Services.

In addition to other remedies available to Buyer, Buyer will be entitled, for Products or Services that do not conform to the warranties in Section 5, to (a) reject the non-conforming Products or Services; (b) require Seller, at Buyer's option and Seller's expense (including applicable shipping costs), to either repair or replace the non-conforming Products or Services; (c) require Seller to implement, at Seller's expense, containment, inspection, sorting or other quality assurance procedures; (d) charge back to Seller or setoff amounts due to Seller any costs incurred by Buyer, including administrative costs, as a result of the rejection or correction of the non-

适用竞争法允许的最长期间内，未经买方事先书面同意，卖方不会就相同的车辆项目直接向买方客户供应产品或服务。

5.6 持续有效。

除第 5.5 条所述的卖方保证之外，本第 5 条规定的保证将在第 5.3 条所述的保证期内继续有效，不会因买方的任何接受、检查、测试、付款或转售而放弃或解除，并且在采购订单终止后继续有效。

6. 检查、不合格产品、召回。

6.1 买方的检查、验收、付款。

买方可以（但不被要求）在生产或履行（合同）过程中、交货前或交货后的合理时间内对产品或服务进行检查。买方的验收、付款、检查或不检查并不解除卖方在采购订单或适用法律项下对潜在或未发现的缺陷所承担的义务、保证或责任，也不限制或损害买方主张任何法律或衡平法救济的权利。

6.2 不合格产品或服务。

除买方可获得的其他救济之外，对于不符合第 5 条中保证的产品或服务，买方有权（a）拒收不合格产品或服务；（b）要求卖方（由买方选择并由卖方承担相关费用）修理或更换不合格产品或服务；（c）要求卖方（由卖方承担费用）执行控制、检查、分拣或其他质量保证程序；（d）向卖方追回或抵销买方因拒收或纠正不合格产品或服务而发生的任何费用（包括行政费用）；（e）要求卖方支付或补偿买方因政府召回或买方客户召回而发生的任何费用或损害，以救济由不合格

conforming Products or Services; (e) require Seller to pay or reimburse any costs or damages incurred by Buyer in response to a government or Buyer's customer recall to remedy a safety-related defect arising from the non-conformance; and (f) require Seller to pay or reimburse any costs or damages incurred by Buyer in response to a government or Buyer's customer recall or remedial action or field action or warranty action to remedy a performance or quality-related defect arising from the non-conformance. If, after the implementation of the above, Buyer is still not satisfied with the quality of the Products or Services from Seller, then Buyer will have the right to terminate the Purchase Order without liability.

7. SERVICE REQUIREMENTS

If the Purchase Contract applies to materials or components, Seller agrees to supply Buyer Products and/or related Services for a period of fifteen (15) years after the end of any mass production program in which Seller's Products or Services are being incorporated, at the same Price in effect at the end of the mass production program plus actual costs incurred for special packaging and shipping for the first five (5) years, and subsequently at a mutually-agreed Price taking into account actual, documented differences in the cost of materials, packaging, and costs of production.

8. TOOLING, CAPITAL EQUIPMENT

8.1 Scope, Specifications, Freight.

This Section 8 applies to any Purchase Order related to Products or Services for any die, jig, fixture, mold, pattern, template, gage, testing device, supplies, materials or other items that are purchased by Buyer or specially constructed for Buyer's use or the use of its outside suppliers on Buyer's behalf in the manufacture of goods for specific models, assemblies, or products and which has a normal physical life of one year or more ("**Tooling**") or for capital equipment ("**Equipment**"). Seller agrees to have all Tooling and Equipment made to Buyer's specifications, as written in Buyer's Statement of Work or Purchase Order, and in

产品引起的与安全相关的缺陷；及 (f) 要求卖方支付或补偿买方因政府或买方客户召回或救济行动或现场行动或保证行动而发生的任何费用或损害，以救济由不合格引起的性能或与质量相关的缺陷。如果在上述规定实施后，买方对卖方提供的产品或服务的质量仍不满意，则买方有权终止采购订单而不承担任何责任。

7. 服务要求

如果采购合同适用于材料或部件，卖方同意在包含卖方产品或服务的任何批量生产计划结束后的十五（15）年内向买方供应产品和相关服务，在前五（5）年以批量生产结束时有效的相同价格加上特殊包装和运输的实际费用，随后在按照在考虑到材料、包装和生产成本方面的实际、有记录的差异的情况下共同商定的价格。

8. 模具、设备资产

8.1 范围、规格、运费。

本第 8 条适用于与任何模具、夹具、固定装置、模型、模式、模板、量具、测试装置、供应品、材料或其他物品相关的任何采购订单，该等物品由买方购买或专门为买方使用或代表买方使用其外部供应商生产特定型号、组件或产品的货物（“**模具**”）或设备资产（“**设备**”）而建造，正常实际使用年限为一年或一年以上。卖方同意按照买方工作说明书或采购订单中的规定，并根据买方的《工具报价和建造要

accordance with the procedures set forth in Buyer's Tool Quote and Build Requirements Manual, as applicable.

8.2 Preventative Maintenance, Bill of Material.

Seller will provide Buyer with a complete and comprehensive preventative maintenance plan for Tooling or Equipment prior to final acceptance at the facility designated by Buyer. The preventative maintenance plan shall include, without limitation, at least two (2) complete sets of maintenance and operating manuals for all Tooling and Equipment purchased by Buyer (including one in a foreign language, if required by Buyer), as well as a detailed bill of material.

8.3 Software.

Seller will provide to Buyer a complete copy of (a) the programming logic for any software incorporated in the Tooling and Equipment Products purchased by Buyer from Seller, and (b) access to the program logic controller.

8.4 Training.

Seller will provide any and all necessary training and training materials to Buyer for Tooling or Equipment Products at the initial stage of installation, at no additional cost to Buyer, at Buyer's facility (unless another location is designated on the Purchase Order or in the specifications provided by Buyer). Seller will provide training in the amount and on such schedule as may be reasonably required by Buyer. Seller will provide the training materials in a computerized format, if possible. Where Seller obtains the Tooling or Equipment Products or a portion of the Tooling or Equipment Products from a third party for resale to Buyer, Seller shall cause such third party to provide the training contemplated in this Section 8.4.

8.5 Service and Replacement Parts.

Seller will make available to Buyer repair and replacement parts and service tools for each component of any Tooling or Equipment, for a period of fifteen (15) years after acceptance of the Tooling or Equipment by Buyer or such longer period as is set forth in the Purchase Order.

求手册》中规定的程序，按买方规格制造所有模具和设备（如适用）。

8.2 预防性维护、物料清单。

在模具或设备在买方指定的工厂最终验收前，卖方应向买方提供一份完整、全面的预防性维护计划。预防性维护计划应包括但不限于至少两（2）套买方购买的所有模具和设备的整套维护和操作手册（包括一份外文手册，如买方要求），以及一份详细的物料清单。

8.3 软件。

卖方将向买方提供（a）买方向卖方购买的模具和设备产品中包含的任何软件的编程逻辑，及（b）对程序逻辑控制器的访问权限的完整复本。

8.4 培训。

卖方应在安装的初始阶段在买方的场地（除非在采购订单中指定了其他地点或在买方提供的规格中指定了其他地点）向买方提供模具或设备产品的任何和所有必要的培训和培训材料，买方不承担任何额外费用。卖方将按照买方可能合理要求的数量和时间表提供培训。如有可能，卖方将以计算机化格式提供培训材料。如果卖方从第三方获得模具或设备产品或模具或设备产品的一部分以转售给买方，卖方应促使该第三方提供本第 8.4 款中规定的培训。

8.5 维修和更换零件。

卖方应在买方接受模具或设备后的十五（15）年内或采购订单中规定的更长期限内，向买方提供模具或设备的每个部件的维修、更换零件和维修工具。

9. BUYER'S PROPERTY, SELLER'S PROPERTY

- 9.1 If Buyer or Buyer's customer has provided or paid for any supplies, materials, packaging, Tooling, dies, gauges, fixtures, molds, machinery, software, blueprints, drawings, specifications, electronic data, consigned material for production or repair, or other equipment and assets used by Seller or its subcontractors to manufacture, store, and transport Products or to provide Services ("**Buyer's Property**"), Buyer (or Buyer's customer, as applicable) will own or have the right to possess the Buyer's Property. Unique computer software required to operate Tooling is considered part of Tooling and is also Buyer's Property.
- 9.2 Seller will hold Buyer's Property on a bailment basis and will be responsible for loss or damage to Buyer's Property while in Seller's possession or control. Seller will, at its own expense, fully insure the Property at its replacement value and name Buyer (or Buyer's customer, as applicable) as an additional insured and as a loss payee. To the extent permitted by law, Seller waives any lien, claim, interest, or similar right it may have with respect to Buyer's Property or for work performed on Buyer's Property, or for replacement parts, additions, improvements and accessories to Buyer's Property.
- 9.3 Seller will (a) at its expense maintain Buyer's Property in good condition, including refurbishment and repair, if necessary; (b) use Buyer's Property only for the purpose of performance of the Purchase Order, unless Buyer otherwise approves in writing; (c) conspicuously mark Buyer's Property as belonging to Buyer (or its customer, as applicable); (d) maintain a written inventory of all Property, including its location, which will be provided to Buyer upon request; and (e) not remove Buyer's Property (other than shipping containers and the like) from Seller's premises without Buyer's prior written approval. Seller will immediately release Buyer's Property to Buyer, upon Buyer's

9. 买方财产、卖方财产

- 9.1 如果买方或其客户已经提供或支付任何供应品、材料、包装、模具、压模、量具、固定装置、模式、机械、软件、蓝图、图纸、规格、电子数据、用于生产或维修的寄售材料、或卖方或其分包商用于生产、存储和运输产品或提供服务的其他设备和资产 ("**买方财产**")，买方（或买方客户，视情况而定）将拥有或有权拥有买方财产。操作模具所需的独特计算机软件被视为模具的一部分，也是买方财产。
- 9.2 卖方将以寄托的方式保管买方财产，并对买方财产在卖方占有或控制期间的损失或损害承担责任。卖方将自费以财产的重置价值为该财产投保，并将买方（或买方客户，视情况而定）列为附加被保险人和损失受偿人。在法律允许的范围内，卖方放弃任何留置权、请求权、利益或类似权利，包括与买方财产有关的留置权、请求权、利益或类似权利，或在买方财产上进行的工作的留置权、请求权、利益或类似权利，或买方财产的更换零件、附加物、改进物或附属物的留置权、请求权、利益或类似权利。
- 9.3 卖方将 (a) 自费维持买方财产的良好状态，包括在必要时翻新和维修； (b) 仅为履行采购订单之目的使用买方财产，除非买方另行书面批准； (c) 明显标记买方财产属于买方或其客户（视情况而定）； (d) 保持经买方要求将提供给买方的所有财产（包括其位置）的书面清单；及 (e) 未经买方事先书面批准，不得将买方财产（装运集装箱等除外）搬离卖方场所。经买方要求，卖方应立即将买方财产返还给买方，无须法院

request, without the need for a court order, at any time, with or without cause and without payment of any kind, F.C.A. Seller's facility, properly packed and marked in accordance with the requirements of Buyer or Buyer's carrier, or at any other location designated by Buyer, in which case Buyer will pay for the reasonable cost of delivery.

- 9.4 Seller hereby grants Buyer a security interest in Buyer's Property and agrees Buyer may prepare and file any financing statement or similar document with the appropriate filing authority to give notice of Buyer's ownership interest in Buyer's Property. Failure to file a financing statement will not alter or affect Buyer's interests in and rights to Buyer's Property.
- 9.5 Seller acknowledges and agrees that Buyer or its customer is bailing Buyer's Property to Seller for Seller's benefit, that Seller has inspected Buyer's Property, and that Seller is satisfied that Buyer's Property is suitable and fit for its intended purposes. BUYER MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF BUYER'S PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Buyer will not be liable to Seller for any damages, injuries (including death) or losses of any kind or nature caused or arising, directly or indirectly, from this bailment, including Seller's possession, use or maintenance of Buyer's Property, or for any interruption in or loss of business caused by Buyer's Property.
- 9.6 Unless otherwise specified in the Purchase Order, Seller will provide, at its own expense, materials, tooling, jigs, dies, gauges, fixtures, molds, capital equipment, patterns, drawings, specifications, samples, hardware, software, facilities and other assets required to perform its obligations under the Purchase Order that are not Buyer's Property ("**Seller's Property**"), and will maintain Seller's Property in good condition

命令, 在任何时候, 无论是否有理由, 也无论是否支付任何种类的费用, 根据买方或买方承运人的要求, 按照 FCA 术语在卖方工厂, 或在买方指定的任何其他地点, 适当包装和标记的买方设施, 在这种情况下, 买方应支付合理的交货费用。

- 9.4 卖方特此授予买方对买方财产的担保权益, 并同意买方可编制任何财务报表或类似文件并向适当的备案机构备案, 以通知买方对买方财产的所有权权益。未能备案财务报表不会改变或影响买方对买方财产的权益。
- 9.5 卖方确认并同意, 买方或其客户为卖方之利益将买方财产寄托给卖方, 卖方已检查买方财产, 且卖方确信买方财产适合并适合其预期用途。**买方不就买方财产的状况、适销性、设计或操作或其对任何特定目的的适用性作出任何明示或默示的陈述或保证。**对于本寄托直接或间接导致或产生的任何种类或性质的损害、伤害(包括死亡)或损失, 包括卖方对买方财产的占有、使用或维护, 或由买方财产导致的任何业务中断或损失, 买方不向卖方承担责任。
- 9.6 除非采购订单中另有规定, 卖方将自费提供履行其在采购订单项下的义务所需的材料、模具、夹具、压模、量具、固定装置、模具、资本设备、模式、图纸、规格、样品、硬件、软件、设施及其他不属于买方财产的资产 ("**卖方财产**"), 并将在采购订单期限内保持卖方财产的良好状况并在必要时予以更换。卖方授予买方一项不可撤销的选择权, 以其当期和折旧后的账面价值购买专门用于生产产品的卖方财产, 但要受买方在第 18 条中的审计权的约束, 并减去买方先前已向卖方支付的卖方财产费用中的任

and replace it, if necessary, during the term of the Purchase Order. Seller grants Buyer an irrevocable option to purchase Seller's Property special for production of Products at its then-current and depreciated book value, subject to Buyer's audit rights in Section 18, and less any amounts Buyer has previously paid to Seller for the cost of Seller's Property, except this option will not apply if the Seller's Property is used to produce Products or deliver Services that are the standard stock of Seller or are also being sold to others in substantial quantity.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Background Intellectual Property.

Buyer and Seller will each retain exclusive rights to their inventions, patents, trade secrets, trademarks, trade dress, industrial designs, copyrights, know-how, software, database rights and all other proprietary rights (“**Intellectual Property**”) existing prior to the issuance of any Purchase Order, as well as any improvements thereto (“**Background Intellectual Property**”). Buyer does not transfer to Seller any rights to its Background Intellectual Property through information, documents or property made available to Seller, but merely grants the right to use Buyer's Background Intellectual Property to produce and supply Products and Services to Buyer. Seller agrees to grant and by handing over of any work thereby grants Buyer and Buyer's customers a worldwide, irrevocable, royalty-free, fully paid-up, non-exclusive license, with the right to grant sublicenses, to use Seller's Background Intellectual Property related to all Products and Services to make, have made, use, sell, incorporate into other products, repair, reconstruct, rebuild and obtain from other sources products and services similar to the Products and Services. The licensee is not obliged to use the license.

10.2 Foreground Intellectual Property.

Any Intellectual Property developed in the performance of the Purchase Contract that is not Background Intellectual Property, including that developed by Buyer alone, by Buyer and Seller jointly, or by Seller alone as requested by Buyer

何金额，除非该选择权不适用于卖方财产用于生产产品或交付服务，而这些产品或服务是卖方的标准库存，或者正在大量出售给其他人。

10. 知识产权

10.1 背景知识产权

买方和卖方将各自保留对其在任何采购订单签发之前存在的发明、专利、商业秘密、商标、商业外观、工业设计、著作权、专有技术、软件、数据库权利和其他所有其他专有权利（“**知识产权**”）及其任何改进（“**背景知识产权**”）的排他性权利。通过向卖方提供的信息、文件或财产并不意味着买方向卖方转让其背景知识产权的任何权利，而仅授予卖方使用其背景知识产权生产并向买方供应产品和服务的权利。卖方同意通过移交任何工作，从而授予买方和买方客户一项世界范围内的、不可撤销的、免许可使用费的、已缴清全部费用的非独占性许可，并有权再许可，使用卖方与所有产品和服务相关的背景知识产权制造、委托他方制造、使用、销售、并入其他产品、修理、改造、重建并从其他来源获得与产品和服务类似的产品和服务。被许可方没有义务使用许可。

10.2 前景知识产权

在履行采购合同过程中开发的非背景知识产权的任何知识产权，包括由买方单独开发的、由买方和卖方共同开发的、或由卖方根据买方要求单独开发的（“**前景知识产权**”）均为买方所有，而非卖方所有。卖方同意将卖方在所有前景知识产权中的

(“**Foreground Intellectual Property**”) is owned by Buyer and not by Seller. Seller agrees to assign, and hereby assigns, to Buyer all of Seller’s right, title and interest in and to all Foreground Intellectual Property, and to obtain the assignment of such rights from Seller’s employees, if necessary. To the extent any Foreground Intellectual Property is a copyrightable work or a work of authorship, including computer programs, technical specifications, documentation, Seller agrees it will be a “work made for hire.” Seller may only use the Foreground Intellectual Property to supply Products and Services to Buyer.

10.3 Infringement.

Seller expressly warrants that all Products and Services will not and do not infringe on any Intellectual Property right of any third party. Seller will indemnify and defend Buyer, its affiliates, representatives, assigns and successors, and Buyer’s customers against all claims, liabilities, losses, damages, costs and expenses, including reasonable legal fees, arising out of the actual or alleged infringement of a third party Intellectual Property right. If a claim under this Section 10.3 results in, or is likely to result in an injunction or other order that would prevent Seller from supplying Buyer with Products or Services, or from using Products or Services for their intended purpose, Seller will, at its sole expense, either (a) secure a license of the intellectual property that permits Seller to continue supplying the Products to Buyer, or (b) modify the Products or Services so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Products or Services, as determined by Buyer.

11. CONFIDENTIAL INFORMATION

11.1 Confidential Information.

“**Confidential Information**” means the trade secrets, business information, technical information, or products, of Buyer, or of Buyer’s affiliates, or of Buyer’s customers, in any form, tangible or intangible, written, oral, or observed, that Buyer discloses in connection with the Purchase Order and marked or otherwise identified as confidential when

的全部权利、权属和权益转让给买方，并在必要时从卖方的员工处获得该等权利的转让。如果任何前景知识产权为可受版权保护的作品或著作权作品（包括计算机程序、技术规范、文档），卖方同意该等知识产权将为“职务作品”。卖方只能使用前景知识产权向买方供应产品和服务。

10.3 侵权。

卖方明确保证，所有产品和服务将不会且不会侵犯任何第三方的任何知识产权。卖方将赔偿并使买方、其关联方、代表、受让人和继承人以及买方客户免受因实际或声称侵犯第三方知识产权而产生的所有权利主张、责任、损失、损害、费用和支出（包括合理的法律费用）。如果本第 10.3 条项下的权利主张导致或可能导致会禁止卖方向买方提供产品或服务或禁止按预期用途使用产品或服务的禁令或其他命令，卖方将自费（a）取得允许卖方继续向买方供应产品的知识产权许可，或（b）修改产品或服务使其成为不侵权的产品或服务，前提是该修改不会实质性改变产品或服务的操作或性能。

11. 保密信息

11.1 保密信息。

“**保密信息**”系指买方就采购订单披露的并在披露时标记或以其他方式确定为保密的，或卖方根据其性质或上下文合理预期将保密的，或由卖方以保密信息的摘要、解释、注释或图像的形式创建的买方或买方关联方或买方客户的任何形式的商业秘

disclosed or that Seller would reasonably expect to be confidential by its nature or context, or is created by Seller in the form of summaries, interpretations, notes or images of Confidential Information.

11.2 Use of Confidential Information.

During the term of the Purchase Order and for three (3) years after it is terminated, Seller must hold Confidential Information in trust and confidence, must only use Confidential Information for the purpose of providing the Products and/or Services specified in the Purchase Order, and must not, without Buyer's written consent, disclose Confidential Information to anyone other than its own employees, or employees of its affiliates, with a need to know the Confidential Information to carry out the Purchase Order. Notwithstanding the previous sentence, Seller may not disclose Confidential Information which is a trade secret until such time as the trade secret becomes known to the public through no fault of Seller, or until such time as Buyer provides written notice to Seller that the information is no longer a trade secret. Upon Buyer's request, Seller will promptly return or destroy all Confidential Information received, and, if requested by Buyer to destroy Confidential Information, provide any certification of destruction requested by Buyer.

11.3 Intellectual Property Rights in Confidential Information.

Buyer grants Seller no right of ownership, conveyance, transfer, authority or license under any Intellectual Property right in the Confidential Information, and Buyer retains any Intellectual Property rights it may have in the Confidential Information prior to and after the time of disclosure. Seller will not attempt to secure legal or Intellectual Property rights for itself, its employees, its affiliates or any other person or entity based on Confidential Information.

11.4 Purchase Contract Confidential.

During and after the term of the Purchase Contract, Seller will not disclose, advertise, or publish the fact that Buyer has contracted to purchase the Products or Services from Seller, or otherwise disclose its relationship with Buyer or Buyer's

密、商业信息、技术信息或产品，无论是有形的还是无形的、书面的、口头的还是观察到的。

11.2 保密信息的使用。

在采购订单期限内以及采购订单终止后的三（3）年内，卖方必须以托管和保密方式持有保密信息，必须仅为提供采购订单中指定的产品和/或服务之目的使用保密信息，未经买方书面同意，不得将保密信息披露给除买方自己的员工或关联方的员工以外的为履行采购订单而有必要知悉保密信息的任何主体。尽管有前述规定，卖方不得披露属于商业秘密的保密信息，直至该商业秘密非因卖方过错而为公众所知悉，或直至买方书面通知卖方该信息不再属于商业秘密。经买方要求，卖方应立即返还或销毁所有收到的保密信息，如果买方要求销毁保密信息，卖方应提供买方要求的任何销毁证明。

11.3 保密信息中的知识产权。

买方未授予卖方对保密信息的任何知识产权项下的任何所有权、让与、转让、授权或许可，买方在披露之前和之后保留其对保密信息可能拥有的任何知识产权。卖方不得试图基于保密信息为其自身、其员工、关联方或任何其他主体或实体取得法律或知识产权。

11.4 采购合同保密。

在采购合同期间及之后，未经买方事先书面同意，卖方不得披露、刊登广告或公布买方已与卖方签订购买产品或服务的合同的事实，或以其他方式披露其与买方或买

customer, without Buyer's prior written consent, except as may be required to perform the Purchase Contract or as required by law.

12. SUBCONTRACTING, ASSIGNMENT, CHANGE OF CONTROL, MOVEMENT OF PRODUCTION

Seller may not assign, subcontract or delegate its duties or responsibilities under the Purchase Order, or move its production location, without Buyer's prior written consent, which may include a requirement to requalify Seller's Products and Services under IATF 16469 and ISO 9001-2015 or pursuant to Buyer's customer's qualification requirements. If Buyer approves an assignment or subcontract after notice and request by Seller, Seller is not relieved of its duties or obligations under the Purchase Contract or its responsibility for non-performance or default by its assignee or subcontractor. Seller must obtain Buyer's written consent prior to a sale of Seller's assets used in connection with Seller's performance of the Purchase Contract, or of a change in control of Seller. For the purposes of this provision, a **"change of control"** includes: (a) any sale, lease or exchange of a substantial portion of Seller's assets used in connection with Seller's performance of its obligations under this Order; (b) any sale or exchange of a sufficient number of shares of Seller, or of any affiliate that controls Seller, to effect a change in management of Seller; or (c) the execution of a voting or other agreement of control in respect of Seller, or of any affiliate that controls Seller. Buyer will have the right to assign the Purchase Order or its interest herein, without Seller's consent, to any of its affiliates or to any purchaser or successor to Buyer's business.

13. TERM, TERMINATION

13.1 Term of the Purchase Order.

A Purchase Order for Products or Services other than for materials or components will remain in effect for the duration of time indicated on the Purchase Order, or if such term is not indicated, the time required to complete the activities required to deliver the Products and/or Services, unless terminated pursuant to Sections 13.2 or 13.3. A

方客户的关系，但因履行采购合同或法律要求的除外。

12. 分包、转让、控制权变更、生产转移

未经买方事先书面同意（该等同意可能包括根据 IATF 16469 和 ISO 9001-2015 或买方客户的资格要求对卖方的产品和服务进行重新认证的要求），卖方不得转让、分包或委托其在采购订单项下的职责或责任，亦不得迁移其生产地点。如果买方在卖方发出通知并提出要求后批准一项转让或分包合同，卖方并不因此免除其在采购合同项下的责任或义务或其受让人或分包商不履行或违约的责任。卖方在出售卖方履行采购合同所使用的资产之前，或在卖方控制权变更之前，必须获得买方的书面同意。就本条款而言，“**控制权变更**”包括：（a）卖方履行其在本采购订单项下的义务所使用的卖方的绝大部分资产的任何出售、租赁或交换；（b）将导致卖方管理层变更的出售或交换卖方或控制卖方的任何关联方的足够数量的股份；或（c）关于卖方或控制卖方的任何关联方的表决权或其他控制权协议的签署。买方有权在未获得卖方同意的情况下，将采购订单或其在本协议中的权益转让给其任何关联方或买方业务的任何买方或继承人。

13. 期限和终止

13.1 采购订单的期限。

除材料或部件之外的产品或服务的采购订单将在采购订单中指定的期限内持续有效，或者如果该期限未指定，则在完成交付产品和/或服务所需活动所需的时间内持续有效，除非根据第13.2条或第13.3条终止。材料和部件的采购

Purchase Order for materials and components will remain in effect until the latest of the following dates: (a) Buyer's customer ends the vehicle production program into which the Products and Services are incorporated (including extensions, model refreshes and past-model service parts needs as determined by Buyer's customer), in which case the Purchase Order will terminate automatically without further notice from Buyer, (b) Buyer's customer cancels or terminates the vehicle program production prior to its expected program production life, in which case the Purchase Order will terminate automatically without further notice from Buyer, or (c) the Purchase Order is cancelled pursuant to the terms of Sections 13.2 or 13.3.

13.2 Termination for Breach or Nonperformance.

13.2.1 Buyer may terminate all or part of the Purchase Order, without liability to Seller, and notwithstanding any Excusable Delay under Section 15, if Seller

13.2.1.1 Breaches or threatens to breach any term of the Purchase Order;

13.2.1.2 Fails to cure a nonperformance within ten (10) business days (or such shorter time as commercially reasonable under the circumstances) of written notice, except in the case of missed delivery under Section 3.3, in which case notice is not required;

13.2.1.3 Admits in writing its inability to pay its debts as they become due, begins a bankruptcy, insolvency, receivership or similar proceeding, or makes a general assignment for the benefit of creditors;

13.2.1.4 Becomes a debtor in bankruptcy, insolvency, receivership or similar proceeding commenced by a third party that is not dismissed within thirty (30) days;

13.2.1.5 Fails to provide adequate assurance of performance under the Purchase Order within five (5) business days after written demand by Buyer, or such other date specified by Buyer in writing;

13.2.1.6 Has breached, in Buyer's sole discretion, its obligations to comply with Buyer's Supplier Principles of Conduct, in which case Buyer may terminate the Purchase Order immediately, in whole or in part, and Seller will be

订单将持续有效，直至下列日期中最晚的日期：(a) 买方客户终止产品和服务纳入的车辆生产计划（包括由买方客户决定的扩展、型号更新和旧型号维修零件需求），在这种情况下，采购订单将自动终止，**无需买方进一步通知**，(b) 买方客户在车辆项目预期生产期之前取消或终止车辆项目生产，在这种情况下，采购订单将自动终止，**无需买方进一步通知**，或(c) 采购订单根据第13.2条或第13.3条的条款被取消。

13.2 因违约或不履行而终止。

13.2.1 尽管根据第 15 条有任何可谅解的延迟，如果卖方存在如下情形，买方仍可以终止全部或部分采购订单，且无需对卖方承担责任：

13.2.1.1 违反或可能违反采购订单的任何条款；

13.2.1.2 未能在书面通知（但第 3.3 条项下的未交付情形除外，在该等情况下，无需发送通知）后的十

（10）个营业日（或在相关情况下商业上合理的更短时间）内纠正不履行行为；

13.2.1.3 以书面形式承认无力偿还到期债务，开始破产、无力偿债、破产管理或类似程序，或为债权人的利益进行一般转让；

13.2.1.4 在第三方启动的破产、资不抵债、接管或类似程序中成为债务人且在三十（30）日内未被驳回；

13.2.1.5 未能在买方书面要求后的五（5）个营业日内或买方书面指定的其他日期

liable for all costs, damages and expenses caused by or resulting from such default;

13.2.1.7 Fails to remain competitive as specified in Section 4; or

13.2.1.8 Enters or offers to enter into a transaction that includes the sale of a substantial portion of the assets used in connection with Seller's performance of the Purchase Contract, or that includes the sale, merger or exchange of equity interests resulting in a change of control of Seller.

13.2.2 Seller may not terminate or cancel the Purchase Contract or suspend performance of the Purchase Order for any reason except Buyer's non-payment under the Purchase Order which is sixty (60) or more days past due and significant in amount, and then only if (a) Seller provides Buyer written notice specifying the amounts past due and Seller's intent to terminate the Purchase Order if the past due amount is not paid, and (b) Buyer, within sixty (60) days of such Seller's notice, does not pay the past due amount or notify Seller in writing that the amounts claimed to be unpaid are disputed by Buyer.

13.3 Termination for Convenience.

In addition to any other right of Buyer to terminate or cancel the Purchase Order, Buyer may, in its sole discretion, terminate all or any part of the Purchase Order at any time and for any reason upon sixty (60) days prior written notice to the Seller.

13.4 Seller's Obligations Upon Termination.

Upon termination, Seller will:

13.4.1 Terminate all or the specified portion of the work under the Purchase Order;

13.4.2 Transfer title to and deliver to Buyer the useable and merchantable Products, work in process and raw materials that Seller has produced or purchased based upon the Releases issued by the Buyer, and pursuant to the authorizations noted in the current version of Buyer's Supplier Manual or any greater authorizations noted in the Purchase Order;

内提供采购订单项下履约的充分保证;

13.2.1.6 在买方看来其已违反其遵守买方的《供应商行为准则》的义务,在此情况下,买方可立即全部或部分终止采购订单,且卖方应承担由该等违约造成或导致的所有费用、损害和支出;

13.2.1.7 未能根据第4条的规定保持竞争力;或

13.2.1.8 达成或提出达成一项交易,包括出售与卖方履行采购合同相关使用的绝大部分资产,或包括导致卖方控制权变更的出售、合并或股权交换。

13.2.2 卖方不得以任何理由终止或取消采购合同或中止履行采购订单,但买方在采购订单项下逾期六十(60)日或以上且金额重大的不付款行为除外,且仅在(a)卖方向买方提供书面通知,说明逾期未付金额,且如果逾期未付金额未被支付,卖方将会终止采购订单,并且(b)买方在卖方发出该等通知后六十(60)日内未支付逾期未付金额,或书面通知卖方买方对声称未付的金额存在争议的情况下方可终止或中止履行采购订单。

13.3 任意终止权。

除买方终止或取消采购订单的任何其他权利之外,买方可自行决定在任何时间以任何理由提前六十(60)日书面通知卖方终止采购订单的全部或任何部分。

13.4 终止时卖方的义务。

终止时,卖方将:

- 13.4.3 Settle all claims by subcontractors approved by Buyer for reasonable direct and actual costs that are rendered unrecoverable by the termination;
- 13.4.4 Upon request, cooperate with transition to an alternate supplier specified by Buyer, as follows:
- 13.4.4.1 Seller will continue production and delivery of all Products and Services as ordered by Buyer, at the prices and terms stated in the Purchase Order, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition to the alternate supplier, such that Seller's action or inaction causes no interruption in Buyer's ability to obtain Products or Services as needed;
- 13.4.4.2 Seller will promptly provide all information and documentation reasonably requested by Buyer regarding Seller's manufacturing process for the Products including on-site inspections, bill of material data, tooling, process detail and sample of components;
- 13.4.4.3 If the transition occurs for reasons other than Seller's termination or breach, Buyer will, at the end of the transition period, pay the reasonable, actual cost of transition support as requested and incurred, provided that Seller has advised Buyer prior to incurring such amounts of its estimates of such costs. Buyer will have the right to audit the records of Seller to verify transition support expenses under Section 18.
- 13.5 Buyer's Obligations Upon Termination.
- Upon termination under Section 13.3 only:
- 13.5.1 Buyer will pay Seller the documented amount of the Purchase Order Price for completed and delivered Products and Services and the actual cost of any work in process, components, and raw materials in Seller's possession based on Releases, which will become Buyer's Property upon payment in full and reasonable claims of Seller's subcontractors if such claims are caused directly by termination of the Purchase Order.
- 13.5.2 Buyer will not be obligated to pay Seller for loss of anticipated or direct or indirect profits, liquidated or consequential damages, unabsorbed overhead,
- 13.4.1 终止采购订单项下的全部或特定部分的工作;
- 13.4.2 根据买方现行版本的《供应商手册》中注明的授权或采购订单中注明的任何更大授权, 向买方转让卖方根据买方签发的发布生产或购买的可用的和适销性的产品、半成品和原材料的所有权, 并交付给买方;
- 13.4.3 解决经买方批准的分包商就合同终止后无法收回的合理的直接和实际费用提出的所有索赔;
- 13.4.4 经要求, 按照如下规定配合向买方指定的备选供应商过渡:
- 13.4.4.1 在买方完成向替代供应商过渡所合理需要的整个期间内, 卖方将按照采购订单中规定的价格和条款继续生产并交付买方订购的所有产品和服务, 不附带额外费用或其他条件, 从而使卖方的作为或不作为不会中断买方获得所需产品或服务的能力;
- 13.4.4.2 卖方将立即提供买方合理要求的关于卖方产品生产工艺的所有信息和文件, 包括现场检查、物料数据清单、模具、工艺细节和部件样品;
- 13.4.4.3 如果过渡是由于卖方的终止或违约以外的原因发生的, 买方将在过渡期结束时支付(卖方)要求并已经发生的合理的、实际的过渡支持费用, 但前提是, 卖方在发生该等费用之前已告知买方该等费用的估计金额。买方有权审

product development or engineering costs, unamortized depreciation, or general or administrative burden resulting from termination of the Purchase Order.

13.5.3 Seller's termination claim and documentation for the items in Section 13.5.1 must be submitted to Buyer within thirty (30) days after the effective date of the termination, or Buyer will not be liable for such claim.

13.5.4 Buyer will have the right to audit the records of Seller to verify the amount sought by Seller under Section 18.

计卖方的记录，以核实第 18 条项下的过渡支持费用。

13.5 终止时买方的义务。

仅在根据第 13.3 条终止时：

13.5.1 买方将向卖方支付已完成并交付的产品和服务的采购订单价格的记录金额，以及卖方根据发布占有的任何半成品、部件和原材料的实际成本。前述半成品、部件和原材料应于买方全额付款且经卖方分包商合理主张后成为买方的财产；但前提是该等主张由采购订单的终止直接导致。

13.5.2 买方无义务向卖方赔偿因采购订单终止而导致的预期或直接或间接利润损失、违约或间接损害、未吸收的管理费用、产品开发或工程费用、未摊销的折旧或一般或行政负担。

13.5.3 卖方针对第 13.5.1 条所列项目提出的终止主张和文件必须在终止生效后的三十（30）日内提交买方，否则买方对该等主张不承担责任。

13.5.4 买方有权审计卖方的记录，以核实卖方根据第 18 条索要的金额。

14. REMEDIES, INDEMNIFICATION

14.1 Buyer's Remedies.

The rights and remedies reserved to Buyer under the Purchase Contract are cumulative and in addition to all other legal or equitable or similar remedies allowed by applicable law. In addition to any direct damages sustained by Buyer on account of Seller's breach of the Purchase Contract or by delivering non-conforming Products or Services, Seller will also indemnify Buyer as described in Section 14.4 and be liable for Buyer's indirect, incidental and consequential damages including, without limitation, costs, expenses,

14. 救济、赔偿

14.1 买方的救济措施。

买方在采购合同项下保留的权利和救济是累积的，是法律允许的所有其他法律或类似的衡平法救济的补充。除卖方违反采购合同或交付不合格产品或服务导致买方遭受的任何直接损害之外，卖方还将按照第 14.4 节的规定赔偿买方，并对买方的间接、附带和后果性损害负责，包括但不限于买方或买方客户（a）在检查、分类、储存、返工、修理或更换不合格产品时直

losses, or lost profits incurred directly or indirectly by Buyer or Buyer's customer(s) (a) in inspecting, sorting, storing, reworking, repairing or replacing non-conforming Products, including but not limited to Buyer's administrative time, labor and materials; (b) resulting from production interruptions and including lost manufacturing time; (c) for conducting recall campaigns, customer field service actions or other corrective service actions; (d) resulting from personal injury (including death) or property damage caused by non-conforming Products and/or Services; (e) that are reasonable attorneys' fees and other professional fees. In the event Buyer must commence legal action to enforce the production or delivery of the Products or Services or for transition support, Seller acknowledges that Buyer has no adequate remedy at law and Buyer will be entitled to an immediate order of specific performance of Seller's obligations under the Purchase Contract and injunctive equitable relief as a remedy for any such breach, if available.

14.2 Remedies – Buyer's Property.

If Seller does not release or deliver Buyer's Property or Buyer's customer's Property in accordance with Section 9.1, Buyer may at Seller's cost (1) obtain an immediate court order for possession without notice and without posting a bond, and (2) enter Seller's premises, and take immediate possession of Buyer's Property and/or Buyer's customer's Property. To the extent permitted by law, Seller waives any right to object to Buyer's repossession of Buyer's Property and Buyer's customer's Property in a bankruptcy or other proceeding.

14.3 Limitation of Damages.

Buyer's liability to Seller for any loss, liability or damage, including attorneys' fees, arising out of or related to the Purchase Contract, regardless of the form of action, will be limited to Seller's actual direct out-of-pocket and documented expenses which are reasonably incurred by Seller. IN NO EVENT WILL BUYER BE LIABLE TO SELLER FOR SELLER'S INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS, LOST INVESTMENT, INDEBTEDNESS, LOSS OF

接或间接产生的成本、费用、损失或利润损失, 包括但不限于买方的管理时间、劳动力和材料; (b) 由生产中断引起, 包括制造时间损失; (c) 开展召回活动、客户现场服务行动或其他纠正服务行动; (d) 由于不合格产品和/或服务造成的人身伤害(包括死亡)或财产损失; (e) 合理的律师费和其他专业费用。如果买方必须采取法律行动来强制执行产品或服务的生产或交付或过渡支持, 卖方承认买方在法律上没有足够的救济措施, 买方将有权要求卖方立即具体履行采购合同项下的义务, 并获得禁令衡平法救济(如适用), 作为对任何此类违约的救济措施。

14.2 救济—买方财产。

如果卖方未放行或交付根据第 9.1 条的规定买方财产或买方客户财产, 买方可以(且由卖方承担费用)(1) 立即获得法院的占有令且无通知和缴纳保证金义务, 及(2) 进入卖方场所, 并立即占有买方财产和/或买方客户财产。在法律允许的范围内, 卖方放弃对买方在破产或其他法律程序中收回买方财产和买方客户财产提出异议的任何权利。

14.3 损害赔偿的限制。

买方对卖方因采购合同引起的或与之相关的任何损失、责任或损害(包括律师费)所承担的责任, 无论采取何种诉讼形式, 将仅限于卖方合理发生的实际直接实付费用和有凭据的费用。在任何情况下, 买方均不对因采购合同引起的或与之相关的间接、特殊、后果性(包括利润损失、投资损失、负债、融资损失、销售损失、市场份额损失或品牌价值损害或业务中断)、附带损害、惩罚性损害或惩戒性损害(无

FINANCING, LOST SALES, LOST MARKET SHARE OR DAMAGE TO BRAND VALUE, OR BUSINESS INTERRUPTION), INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF OR RELATED TO THE PURCHASE CONTRACT, WHETHER OR NOT FORESEEABLE, AND REGARDLESS OF WHETHER SELLER'S CLAIM IS IN CONTRACT, TORT OR IS AN EQUITABLE OR SIMILAR PROCEEDING.

14.4 Indemnification.

Seller agrees to indemnify, defend and hold harmless Buyer, its subsidiaries and affiliates, and their respective customers, officers, directors, members, employees, agents, insurers, successor and assigns, from any and all losses, liabilities, costs, expenses, or damages of any kind or nature, including attorneys' and other professional fees, settlements and judgments, that are in any way related to Seller's performance or obligations under the Purchase Contract, and that result from any claim, lawsuit, regulatory action, service campaign, product recall campaign, corrective action, or other voluntary or involuntary action or effort, any spill, discharge, or emission of hazardous wastes or substances, any infringement or misappropriation of any Intellectual Property right, releasing, terminating or otherwise removing any lien placed on the Buyer's Property, any product liability claim and other proceedings to recover for personal injury or death, property damage or economic loss that are related in any manner or arise in any way from Seller's non-conformance with the warranties under the Purchase Contract, or Seller's negligent or willful acts or omissions in its performance under the Purchase Contract. Seller's indemnification obligation shall apply regardless of whether the claim arises in tort, contract, or otherwise, except to the extent of any liability arising solely out of the gross negligence of the Buyer. Seller's indemnification obligations shall apply even if Buyer furnishes all or a portion of the design and specifies all or a portion of the processing used by Seller. Buyer will notify Seller if Buyer becomes aware of the basis for a claim under this Section 14.4. Buyer will not settle or compromise any claim which

论是否可预见)向卖方承担责任, 无论卖方的权利主张是在合同、侵权或衡平法或类似程序中提出。

14.4 赔偿。

卖方同意赔偿买方、其子公司和关联方及其各自的客户、管理人员、董事、成员、员工、代理、保险人、继承人和受让人以任何方式与卖方在采购合同项下的履行或义务相关的任何及所有损失、责任、费用、支出或任何种类或性质的损害, 包括律师费及其他专业费用、和解和判决, 以及以任何方式与卖方在采购合同项下的履行或义务相关的任何权利主张、诉讼、监管行动、服务活动、产品召回活动、纠正行动或其他自愿或非自愿的行动或努力、危险废物或物质的任何泄漏、排放或排放、对任何知识产权的任何侵犯或盗用、免除、终止或以其他方式消除在买方财产上设置的任何留置权、因卖方不遵守采购合同项下的保证, 或卖方在履行采购合同时的疏忽或故意作为或不作为而以任何方式或以任何方式导致的人身伤害或死亡、财产损失或经济损失的任何产品责任索赔和其他索赔程序。无论索赔是由侵权行为、合同还是其他原因引起, 卖方的赔偿义务都应适用, 除非任何责任仅由买方的重大过失引起。即使买方提供全部或部分设计, 并指定卖方使用的全部或部分加工, 卖方的赔偿义务也应适用。如果买方知悉本第 14.4 条项下的权利主张依据, 买方将通知卖方。未经卖方事先同意(卖方不得无理拒绝或延迟同意), 买方不得就可能导致本第 14.4 条项下的赔偿权利主张的任何权利主张达成和解或妥协。

may give rise to an indemnification claim under this Section 14.4 without Seller's prior consent, which Seller will not unreasonably withhold or delay.

15. EXCUSABLE DELAY

15.1 A delay or failure by either Buyer or Seller to perform its obligations under the Purchase Order will be excused, and will not constitute a default, only if (a) caused by an event or occurrence beyond the reasonable control of that party and without its fault or negligence such as: acts of God, embargoes, fire, floods, earthquakes, natural disasters, epidemics, pandemics, loss of power, any preference, priority or allocation order issued by a government, wars, or riots and (b) the party unable to perform gives notice of the non-performance (including its anticipated duration) to the other party within five (5) business days of becoming aware that it has occurred or will occur (“**Excusable Delay**”). The following events are risks expressly assumed by Seller and will not excuse Seller's performance under this Section 15: (x) change in cost or availability of raw materials, components, labor (including labor stoppage, disruption or strikes), or services based upon market conditions, supplier actions or contract disputes, (y) the imposition of tariffs or duties by governments, (z) Seller's performance delay or failure as a result of Seller's insolvency or lack of financial resources.

15.2 If Buyer is unable to perform due to an Excusable Delay, Buyer may delay acceptance of delivery of the Products or Services, in which case Seller will hold the Products or delay performance of the Services, at Buyer's direction, until the cause of the Excusable Delay is removed.

15.3 If Seller is unable to perform due to an Excusable Delay, Seller, at its expense, will use its best efforts to mitigate any adverse effects or costs to Buyer due to any actual or potential delay, including: (a) the implementation of a production contingency plan; and

15. 可谅解的延迟

15.1 买方或卖方延迟或未能履行其在采购订单项下的义务将被免责，并且仅在下列情况下不构成违约：（a）由超出该方合理控制范围的事件或事件在该方无过错或疏忽的情况下导致，例如：自然灾害、禁运、火灾、水灾、地震、自然灾害、流行病、停电、任何优惠、优先权或政府下达的分配令、战争或暴乱，及（b）无法履行的一方在知悉该等不履行已经发生或将要发生后的五（5）个营业日内（包括预期的期限）向另一方发出不履行通知（“**可谅解的延迟**”）。下列事件属于卖方明确承担的风险，且不会免除卖方在本第 15 条项下的履行：（x）原材料、部件、劳动力（包括劳动力停工、中断或罢工）或服务的成本或可获得性的变化，基于市场条件、供应商行动或合同争议，（y）政府征收关税或关税，（z）因卖方无力偿债或缺乏资金导致卖方履约延迟或无法履约。

15.2 如果买方因可谅解的延迟而无法履行义务，买方可延迟接受产品或服务的交付，在这种情况下，卖方将根据买方的指示保留产品或延迟履行服务，直至可谅解的延迟的原因消除。

15.3 如果卖方因可谅解的延迟而无法履行义务，卖方将自费且尽其最大努力减少因任何实际或潜在延迟而对买方产生的任何不利影响或费用，包括：（a）实施生产应急预案；及（b）经买方明确书面授权，将卖方的成品库存增加至足以维持在该等延迟期间交

(b) upon Buyer's express written authorization, increasing Seller's inventory of finished Products to a level sufficient to sustain deliveries during such delay. Additionally, if Seller is unable to perform due to an Excusable Delay, Buyer may (x) purchase Products and Services from other sources and reduce its purchases from Seller accordingly without liability to Seller, and require Seller to reimburse Buyer for any additional costs to Buyer of obtaining the substitute Products or Services compared to the prices on the face of the Purchase Order, (y) require 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; or (z) have Seller provide Products or Services from other sources in the quantities and at the times requested by Buyer and at the Price set forth in the Purchase Order.

15.4 Within three (3) business days after written request by Buyer, Seller will provide adequate assurances that the non-performance will not exceed thirty (30) days. If the non-performance exceeds thirty (30) days, Buyer may terminate the Purchase Order without liability to Seller, and Seller will reimburse Buyer for costs associated with the termination.

15.5 Without limiting Seller's obligations, in the event of any supply allocation by Seller, including as a result of an Excusable Delay, Seller will give preference to Buyer for all of the Products and Services in the Purchase Order.

16. LABOR CONTRACTS

Seller will notify Buyer in writing at least ninety (90) days before the expiration of its or its subcontractors' or suppliers' current labor contract or collective agreement that has not been extended or replaced, or as soon as Seller becomes aware of any actual or threatened labor strike or labor disruption to its or its subcontractors' or suppliers' operations with respect to the Products and Services in the Purchase Order. Buyer may thereafter direct Seller in writing to manufacture up to thirty (30) days of additional inventory of

货的水平。此外，如果卖方因可谅解的延迟而无法履行义务，买方可

(x) 从其他来源购买产品和服务，并相应减少向卖方的购买，且无需对卖方承担责任，并要求卖方补偿买方因获得替代产品或服务而产生的任何额外费用，(y) 要求卖方自费向买方交付所有已完成的产品、半成品以及为开展采购订单项下的工作而生产或获得的零件和材料；或(z) 使卖方按照买方要求的数量和时间并按照采购订单中规定的价格向买方提供其他来源的产品或服务。

15.4 在买方书面要求后的三(3)个工作日内，卖方应提供充分的保证，保证不履行不会超过三十(30)天。如果不履行超过三十(30)天，买方可以终止采购订单且不对卖方承担责任，并且卖方应补偿买方因终止而发生的费用。

15.5 在不限制卖方义务的前提下，如果卖方进行任何供应分配，包括由于可谅解的延迟，卖方将优先考虑买方采购订单中的所有产品和服务。

16. 劳动合同

卖方应在其或其分包商或供应商的现行劳动合同或集体协议未被延长或替换的期限届满前至少九十(90)日书面通知买方，或者一旦卖方知悉其或其分包商或供应商与采购订单中的产品和服务相关的任何实际或可能发生的罢工或劳动中断，卖方应立即书面通知买方。此后，买方可书面指示卖方生产最多三十(30)天的额外产品库存，同时说明所需的产品数量以及任何

Products, specifying the quantities of Products required and any packaging and storage requirements. By authorizing the additional inventory, Buyer commits to buy the entire quantity of conforming Products requested and produced. Seller is responsible for carrying costs and any additional costs of manufacture.

17. CUSTOMS, CERTIFICATES OF ORIGIN, EXPORT CONTROLS.

17.1 Customs, Export Licenses, Certificates of Origin.

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: (a) receive these benefits, credits, and rights; (b) fulfill any customs obligations, origin marking or labeling requirements, and/or certification of origin or local content reporting requirements; (c) claim preferential duty treatment under applicable trade preference regimes; and (d) participate in any duty deferral or free trade zone programs of the country of import. Seller will have the sole responsibility of providing correct tariff classifications of Products. Seller will obtain all export licenses and authorizations and pay all export taxes, duties, and fees unless otherwise stated in the Purchase Order, in which case Seller will provide all information and records necessary to enable Buyer to obtain those export licenses or authorizations. Seller will reimburse Buyer for any costs associated with inadequacies in any such documentation.

17.2 Export Controls.

Seller will, and will cause its subcontractors and suppliers to, comply with all applicable export control laws and regulations. If any Products are to be imported into the United States of America, Seller will comply, and if requested by Buyer, certify its compliance in writing, with all applicable recommendations or requirements of the United States Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism ("C-TPAT") initiative.

包装和存储要求。在授权额外库存的情形下，买方承诺将购买经其要求并生产的全部数量的合格产品。卖方负责运输成本和任何额外的生产成本。

17. 海关、原产地证书、出口管制。

17.1 海关、出口许可证、原产地证书。

除非适用法律另有禁止，与所购产品相关的可转让信贷或利益，包括贸易信贷、出口信贷或关税、税款或费用退款的权利属于买方。卖方将向买方提供与产品相关的所有必要信息和记录，以便买方（a）获得该等利益、信贷和权利；（b）履行任何海关义务、原产地标记或标签要求和/或原产地证书或本地含量报告要求；

（c）在适用的贸易优惠制度项下主张优惠关税待遇；及（d）参与进口国的任何关税递延或自由贸易区项目。卖方将独自负责提供产品的正确的关税分类。除非采购订单另有规定，卖方将获得所有出口许可证和授权，并支付所有出口税、关税和费用，在此等情况下，卖方将提供买方获得该等出口许可证或授权所需的所有信息和记录。卖方应补偿买方因任何此类文件的不完备而产生的任何费用。

17.2 出口管制。

卖方将自行并促使其分包商和供应商遵守所有适用的出口管制法律法规。如果任何产品要进口到美国，卖方将遵守美国海关和边境保护局的海关-贸易伙伴反恐行动方案("C-TPAT")的所有适用建议或要求，如果买方要求，卖方将书面证明其遵守该等建议或要求。

18. AUDIT AND INSPECTION RIGHTS

18.1 Records.

- 18.1.1 While the Purchase Order is in effect and for two (2) years after its termination, Seller agrees to maintain accurate and complete records of all expenses incurred under the terms of the applicable Purchase Order, both before and after payment, and including records related to any amounts requested in any termination claim or transition support claim by Seller, regarding charges for tooling and equipment submitted by Seller against the Purchase Order, with respect to Buyer's purchase option for Seller's Property, or to demonstrate compliance with applicable laws and regulations.
- 18.1.2 Seller agrees to permit Buyer or its representatives to examine and/or audit the records described in Section 18.1.1 at reasonable times and through reasonable means while the applicable Purchase Order is in effect and for two (2) years after termination, and to cooperate with any such examination or audit.
- 18.1.3 If requested, Seller will provide or allow for inspection Seller's or its affiliated company's most current financial records and statements, forecasts, banking contacts and loan documents (if such affiliated company is involved in producing, supplying or financing any portion of Seller's provision of the Products and/or Services), including balance sheets, income statements and cash flow statements and related reports and data, and will make available its financial managers for discussion, to Buyer's Finance Controller. Buyer's Finance Controller may use records and information provided under this Section only for the purpose of assessing Seller's ongoing ability to perform its obligations under the Purchase Order or with respect to credit terms. If Seller is a publicly-traded company, Seller will provide records under this Section at a time it is legally permitted to do so under securities laws and regulations or rules of applicable stock exchanges.

18. 审计权和检查权

18.1 记录。

- 18.1.1 在采购订单有效期间及终止后的两(2)年内，卖方同意保存相关采购订单条款项下在付款前后发生的所有费用的准确完整记录，包括与卖方在任何终止主张或过渡支持主张中要求的任何金额相关的记录，与卖方针对采购订单就模具和设备提交的费用相关的记录，以及与买方购买卖方财产选择权或证明遵守适用法律法规相关的记录。
- 18.1.2 卖方同意允许买方或其代表在适用的采购订单有效期间及终止后的两(2)年内，在合理时间内通过合理方式检查和/或审计第 18.1.1 条所述的记录，并配合任何该等检查或审计。
- 18.1.3 如有要求，卖方将提供或允许检查卖方或其关联公司的最新财务记录和报表、预测、银行联系人和贷款文件（如果该关联公司参与生产、供应或为卖方提供的产品和/或服务的任何部分提供资金），包括资产负债表、损益表和现金流量表及相关报告和数据，并让其财务经理与买方财务总监讨论。买方财务总监仅可将本条项下提供的记录和信息用于评估卖方履行其在采购订单项下的义务或有关信贷条款的持续能力之目的。如果卖方是一家上市公司，卖方将在证券法律法规或适用证券交易所规则合法准许的时间提供本条项下的记录。如果卖方提出要求，买方将以买方可接受的格式同意，买方财务总监不得向买方采购人员披露本条项下提供的卖方记录。

If requested by Seller, Buyer will agree, in a form acceptable to Buyer, that Buyer's Finance Controller will not disclose Seller's records provided under this Section to Buyer's Purchasing personnel.

18.2 Facilities, Operations, Tooling and Equipment.

Both before and after payment, Buyer or its representatives will have the right to inspect Seller's facilities, operations, tooling and equipment, and to conduct testing, at any time during Seller's business hours and upon reasonable notice for purposes of verifying Seller's compliance with its obligations under the Purchase Order, including but not limited to those relating to work performed, Seller's manufacturing process, tooling build process, materials, any of Buyer's Property, delivery, cost, and quality assurance systems, and Seller's compliance with applicable laws. Buyer's inspection of Products at Seller's facility will not constitute acceptance of any work-in-process or finished goods.

18.3 Confidentiality.

Buyer agrees to keep confidential and not to disclose to any third party (other than its consultants, contractors and agents retained for the purpose of conducting examinations, inspections or audits under this Section 18) any of Seller's non-public business information, technical information, or products, marked or otherwise identified by Seller as confidential at the time of disclosure or within thirty (30) days of disclosure, that Buyer or its representatives observe, hear or receive during the examinations, inspections or audits permitted in this Section 18 ("**Seller's Confidential Information**"). Seller's Confidential Information does not include information that (a) is or becomes publicly available through no fault of Buyer, (b) is lawfully obtained from a third party without a duty of confidentiality, (c) was known to Buyer before its disclosure, or (d) is required to be disclosed by a valid court order.

18.4 Remedial Actions.

If any audit conducted by Buyer pursuant to this Section 18 reveals that Seller is not in conformity with Buyer's specifications, Buyer's Principles of Conduct, Buyer's Supplier Principles of Conduct, Buyer's Supplier Manual, or,

18.2 设施、操作、模具和设备。

在付款前和付款后，买方或其代表有权在卖方营业时间内的任何时间，经合理通知，检查卖方的设施、操作、模具和设备，并进行测试，以证实卖方是否遵守其在采购订单项下的义务，包括但不限于与已完成工作、卖方的制造工艺、模具制作工艺、材料、任何买方财产、交货、成本和质量保证系统以及卖方是否遵守适用法律相关的测试。买方在卖方工厂对产品的检验不构成买方对任何半成品或成品的接受。

18.3 保密。

买方同意对买方或其代表在本第 18 条允许的核查、检查或审计过程中观察、听到或收到的、在披露时或披露后三十 (30) 日内由卖方标记或以其他方式确定为机密的卖方的任何非公开商业信息、技术信息或产品 ("**卖方保密信息**") 保密，不向任何第三方披露 (为根据本第 18 条进行检核、检查或审计之目的而向聘请的卖方顾问、承包商和代理进行披露的除外)。卖方保密信息不包括 (a) 在买方无过错的情况下已是或成为公众可获得的信息，(b) 从无保密义务的第三方合法获得的信息，(c) 买方在披露前已知悉的信息，或 (d) 有效法院命令要求披露的信息。

18.4 救济行动。

如果买方在根据本第 18 条进行的任何审计中发现卖方不符合买方的规范、买方的《行为准则》、买方的《供应商行为准

if applicable, Buyer's Tool Build Manual, or any other agreed upon standards, then (a) Seller will promptly take all measures identified by Buyer in writing within the time limits and under the conditions set forth by Buyer, (b) Buyer's willingness to allow Seller to cure the deficiencies identified in clause (a) will not constitute a waiver of any breach or claim arising from such non-conformity, and (c) Buyer may assert its right of setoff under Section 4.7.

19. INSURANCE

Prior to commencing work on Buyer's premises or utilizing Buyer's Property, Seller will maintain and upon request furnish to Buyer a certificate evidencing: (a) general liability insurance with coverage limits of at least \$1,000,000 USD per occurrence (or other greater amount noted in the most current version of Buyer's Supplier Standards Manual) to Buyer and naming Buyer as an additional insured; (b) all risk property perils insurance covering the full value of Buyer's Property and components or materials owned by Buyer while in Seller's care, custody, or control and naming Buyer as loss payee; and (c) workers' compensation insurance as required by law.

20. COMPLIANCE WITH LAWS

- 20.1 Seller will comply with (a) Buyer's Principles of Conduct, including, but not limited to, the requirement that Buyer's employees and suppliers behave ethically and not solicit, give or accept bribes, kickbacks, or inappropriate gifts or entertainment, (b) Buyer's Supplier Principles of Conduct, and (c) all applicable laws and regulations of the country and state where the Products are manufactured or delivered, or the Services are performed. Reference to specific areas of rules, laws, and regulations in this Section 20 will not excuse Seller's responsibility to comply with laws and regulations that are not specifically referenced.
- 20.2 Seller will not (a) utilize forced or involuntary labor, regardless of its form, (b) employ any minor, except as

则》、买方的《供应商手册》或买方的《工具制造手册》(如适用)或任何其他约定标准,则(a)卖方将根据买方规定的期限和条件立即采取买方以书面形式确定的所有措施,(b)买方允许卖方纠正第(a)款中确定的缺陷的愿意不构成对该等违约行为所产生的任何违约或权利主张的放弃,及(c)买方可主张其第4.7款项下的抵销权。

19. 保险

在买方场所开始工作或使用买方财产之前,卖方应向买方提供一份证明文件,证明:(a)向买方投保一般责任险,每次事故的保险限额至少为1,000,000美元(或买方最新版本的《供应商标准手册》中注明的其他更高保险额),并将买方列为附加被保险人;(b)涵盖买方财产和买方拥有的部件或材料在卖方照管、保管或控制期间的全部价值的所有财产风险保险,并将买方列为损失收款人;及(c)法律要求的劳工赔偿保险。

20. 遵守法律

- 20.1 卖方将遵守(a)买方的《行为准则》,包括但不限于要求买方员工和供应商行为合乎职业道德,不得索要、给予或接受贿赂、回扣或不当礼品或招待,(b)买方的《供应商行为准则》,及(c)产品生产地、交付地或服务履行地所在国家和地区的所有适用法律法规。在本第20条中对特定领域规则、法律和法规的援引的不免除卖方遵守未特别援引的法律法规的责任。
- 20.2 卖方不得(a)使用强迫或非自愿劳动力,无论其形式如何,(b)雇用任何未成年人,但政府批准的工作培

part of a government approved job training, apprenticeship or similar program, or (c) engage in abusive employment or corrupt business practices in the supply or provision of Products and/or Services under any Purchase Order.

- 20.3 Seller will not (a) directly or indirectly, pay, authorize or offer to pay, any monies, or provide, authorize or offer to provide anything of value or of advantage, in violation of the United States Foreign Corrupt Practices Act, and any applicable local anti-corruption or anti-bribery laws, Buyer's Principles of Conduct, and/or Buyer's Supplier Principles of Conduct, and (b) will not take any action that could cause Buyer's directors, officers or employees, or those of Buyer's affiliates, to be in violation of any anti-corruption or anti-bribery laws anywhere in the world.
- 20.4 Seller will ensure all Products and all purchased materials used in the manufacture of Products will satisfy constraints on restricted, toxic, and hazardous materials, as well as environmental, electrical and electromagnetic requirements, applicable in the country of manufacture and sale. Seller will comply with applicable laws and standards, and Buyer's requirements regarding labeling, handling and management of potentially hazardous materials prior to delivery on Buyer's premises, including, if applicable, providing Buyer with a Material Safety Data Sheet or reporting into the International Material Data System. If Products or Services are produced, delivered or sold within the European Union, and are intended to be incorporated into a vehicle, Seller agrees to comply with the current European Union End-of-Life Vehicle Directive and releases and will hold harmless and indemnify Buyer from any claims, including claims by third parties, resulting from Seller's failure to comply. Seller will, upon Buyer's request, provide Buyer with information reasonably required in order for Buyer to comply with all applicable laws in any jurisdiction requiring disclosure or restriction in the use of the composition, components, ingredients, materials, or

训、学徒制或类似计划的一部分除外，或 (c) 在任何采购订单项下供应或提供产品和/或服务的过程中从事滥用职权的行为或腐败的商业行为。

- 20.3 卖方不得 (a) 违反《美国反海外腐败法》、任何适用的本地反腐败或反贿赂法律、买方的《行为准则》和/或买方的《供应商行为准则》，直接或间接地支付、授权或提议支付任何款项，或提供、授权或提议提供任何有价馈赠或有利物品，及 (b) 不得采取可能导致买方董事、管理人员或员工或买方关联方的董事、管理人员或员工违反全球任何地方任何反腐败或反贿赂法律的任何行动。
- 20.4 卖方将确保所有产品以及产品生产中使用的的所有采购材料将满足在生产和销售国适用的限制性、毒性和危险性材料以及环境、电气和电磁要求方面的限制。在产品交付至买方场所前，卖方将遵守适用法律和标准以及买方关于潜在危险材料的标签、处理和管理的的要求，包括向买方提供材料安全数据表或向国际材料数据系统报告（如适用）。如果产品或服务在欧盟范围内生产、交付或销售，并且计划装入车辆，卖方同意遵守现行的《欧盟报废车辆指令》，保护并使买方免遭任何索赔，包括第三方因卖方未能遵守指令而提出的索赔。经买方要求，卖方将向买方提供买方合理需要的信息，以便买方遵守任何司法辖区要求披露或限制使用任何产品的组成、部件、成分、材料或物质的所有适用法律，或与其生产相关的与其有毒或危险性质、可循环利用能力、是否使用所谓的“冲突矿物质”生产以及是否遵守包装、标签或运输相关法律的所有适用法律。买方可能必须对卖方在本第 20.4 条项下提供的信息予以

substances of any Product, or in connection with its production, related to their toxic or hazardous nature, their ability to be recycled, whether they were produced using so-called “conflicts minerals” and whether they are compliant with laws relating to packaging, labelling or transportation. Any obligation Buyer may have to treat confidentially the information provided by the Seller under this Section 20.4 will not apply to the extent required for Buyer to comply with any reporting, certification, or similar requirement of a government or Buyer’s customer (either mandated or voluntarily agreed upon by Buyer).

20.5 Seller will ensure that its sub-tier suppliers and subcontractors comply with the requirements of this Section 20.

21. RELATIONSHIP OF THE PARTIES

Buyer and Seller are independent contracting parties, and nothing in the Purchase Contract makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party. Seller covenants and agrees that it will perform its obligations under the Purchase Contract as an independent contractor and not as an employee or agent of Buyer, that it will have sole liability for its employees’ salaries, payroll taxes, injuries (including dismemberment and death), workers' compensation premiums, social security taxes, unemployment taxes, other applicable taxes, contributions, insurance and insurance premiums, and that it will indemnify Buyer and Buyer’s customer against any loss that may result from Seller’s failure to comply with such laws and obligations.

22. GOVERNING LAW, VENUE, LANGUAGE.

22.1 The Purchase Contract will be governed and construed according to the laws of the country, state or province in which Buyer is located, (and, for the avoidance of doubt, if the Buyer is Shape Corp. Czech Republic, s.r.o., according to the laws of the Czech Republic) excluding choice of law provisions that would require

保密的任何义务不适用于买方为遵守某一政府或买方客户的任何报告、认证或相类要求（无论是经买方强制要求还是自愿同意）的情形。

20.5 卖方将确保其次级供应商和分包商遵守本第 20 条的要求。

21. 双方的关系

买卖双方是独立的缔约方，采购合同中的任何规定都不能使任何一方成为另一方的代理或法定代表。任何一方均无权代表另一方承担或创设任何义务。卖方承诺并同意，其将以独立承包商而非买方的雇员或代理的身份履行其在采购合同项下的义务，对其雇员的工资、工资税、伤害（包括残疾和死亡）、劳工赔偿金、社会保险金、失业税、其他适用税款、捐款、保险和保险金承担全部责任，并将赔偿买方和买方客户因卖方未能遵守该等法律和义务而可能遭受的任何损失。

22. 管辖法律、审判地点、语言。

22.1 采购合同将受买方所在国家、州或省的法律管辖并依其解释（并且，为免疑义，如果买方为 Shape Corp. Czech Republic, s.r.o.，则受捷克共和国法律管辖并依其解释），排除需要适用他国法律的法律规定和

- application of any other law, and excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 22.2 Any action, litigation or legal proceeding arising out of the Purchase Contract will be brought exclusively in a court of competent jurisdiction where Buyer has its registered business address. Seller consents to jurisdiction in such court and waives and agrees not to raise any objection to proceeding in any such court, including an objection that the place where such court is located is an inconvenient forum.
- 22.3 Section 22.2 will not apply to Purchase Contracts to which the law of the Peoples Republic of China applies. Instead, any action, litigation or legal proceeding arising out of the Purchase Contract and to which the law of the People's Republic of China applies will be first subject to consultation between the parties to attempt to settle the dispute, which, if not settled within thirty (30) days of written notice requesting such consultation, will be submitted to the Shanghai International Arbitration Center ("SHIAC") for arbitration before a panel of three (3) arbitrators, to be conducted in the English language and in accordance with the SHIAC rules then in force. The parties acknowledge and confirm that the SHIAC arbitration award will be final and binding upon the parties, not subject to any appeal, will resolve issues related to costs of arbitration, and that a party's immunity power, if any, is waived. Judgment upon the arbitration award may be entered in any court having jurisdiction over the party against whom enforcement is sought or such party's property. This Section 22.3 will not preclude the parties from applying for any preliminary or injunctive remedies available under applicable law for any purpose, including but not limited to securing the subsequent enforcement of an arbitration award.
- 22.4 Section 22.2 will not apply to Purchase Contracts to which the law of the Czech Republic applies. Instead, any action, litigation or legal proceeding arising out of
- 《联合国国际货物销售合同公约》。
- 22.2 由采购合同引起的任何行动、诉讼或法律程序将排他地向买方注册营业地的有管辖权的法院提起。卖方同意在该等法院享有管辖权，放弃并同意不对在任何该等法院提起的程序提出任何异议，包括以该等法院所在的地点不适于审理为由提出的异议。
- 22.3 第 22.2 款不适用于应适用中华人民共和国法律的采购合同。相反，因采购合同引起的且适用中华人民共和国法律的任何诉求、诉讼或法律程序应首先通过双方协商解决争议，如果在收到要求协商的书面通知后的三十(30)日内未能解决争议，则应将争议提交上海国际仲裁中心(“贸仲”)，由三(3)名仲裁员组成的仲裁庭按照贸仲届时有效的规则进行仲裁，仲裁语言为英文。双方承认并确认，贸仲仲裁裁决将为终局裁决且对各方均具有约束力(各方不得上诉)，仲裁裁决将解决与仲裁费用有关的问题，并且放弃一方的豁免权(如有)。对被寻求强制执行的一方或该方的财产有管辖权的任何法院可就仲裁裁决作出判决。本第 22.3 款不排除各方为任何目的申请适用法律项下可获得的任何初步救济或禁令救济，包括但不限于确保随后对仲裁裁决的强制执行。
- 22.4 第 22.2 款将不适用于捷克共和国的法律所适用的采购合同。相反地，因采购合同产生的任何诉求、诉讼或法律程序将排他地向捷克

the Purchase Contract will be brought exclusively in the Czech Arbitration Court in Prague, Czech Republic. Seller consents to jurisdiction of the Czech Arbitration Court and waives and agrees not to raise any objection to proceeding in the Czech Arbitration Court, including an objection that the place where such Arbitration Court is located is an inconvenient forum. The arbitration will be conducted in the English language.

22.5 Regardless of Buyer's location, Buyer issues these Global Purchase Terms and Conditions in the English language but may provide translations into other languages for ease of use. To the extent there is any conflict in interpretation of the English language version and any translation provided by Buyer, the English language version will control, to the extent permitted by law in Buyer's location.

23. NO IMPLIED WAIVER; SEVERABILITY.

Buyer's failure to enforce any right or remedy provided in the Purchase Contract or by law on one 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. A finding that any provision of the Purchase Contract is invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of any other provision of the Purchase Contract or the validity or enforceability of that provision in any other jurisdiction.

24. NOTICES; ELECTRONIC COMMUNICATIONS.

Any notice or other communication required or permitted in the Purchase Contract must be in writing delivered by hand, prepaid courier, or prepaid registered mail to the address shown on the face of the Purchase Order, or by e-mail with receipt confirmed to e-mail addresses specified by either party in writing, and will be deemed to have been received on the business day following the date of actual receipt. Seller will comply with the method of electronic communication specified by Buyer, including requirements for delivery of notice, document delivery, offer and acceptance, transmission of Purchase Orders and Releases, changes, electronic funds

共和国布拉格的捷克仲裁法院提起。卖方同意捷克仲裁院的管辖权，放弃且同意不对在捷克仲裁院进行的程序提出任何异议，包括该等仲裁院所在的地点为不方便法院的异议。仲裁将以英语进行。

22.5 无论买方在何处，买方均以英文发布本《全球采购条款和条件》，但为便于使用，买方可提供其他语言的翻译。如果英文版本的解释与买方提供的任何翻译存在任何冲突，在买方所在地法律允许的范围内，以英文版本为准。

23. 无默示豁免;可分割性。

买方在任一情形下未能行使采购合同或法律规定的任何权利或救济措施，不得被视为在后续情形下放弃该权利或救济措施，或放弃任何其他权利或救济措施。如果采购合同的任何条款在任何司法管辖区被认定无效或不可执行，采购合同任何其他条款的有效性或可执行性及该条款在任何其他司法管辖区的有效性或可执行性不受影响。

24.通知;电子通讯。

采购合同中要求或允许的任何通知或其他通讯必须以书面形式作出，通过专人递送、邮资预付的快递或邮资预付的挂号信发送至采购订单首页指定的地址，或通过任何一方书面指定的电子邮件地址确认投送的电子邮件，并在实际到达日的下一营业日视为已送达。卖方应遵守买方指定的电子通讯方式，包括通知交付、文件交付、要约和承诺、采购订单和发布的传输、变更、电子资金转账和电子签名的要

transfer, and electronic signature. If Buyer's location is in the State of Michigan, the parties agree that any document which bears a signature which is sent by the sender and received by the recipient via e-mail attachment in .pdf format shall constitute a legally valid document under the Michigan Uniform Electronic Transaction Act (MCLA 450.831 et seq.).

25. ENTIRE AGREEMENT; SURVIVAL.

The Purchase Contract contains the entire agreement of the parties with respect to the subject matter. Any additional or inconsistent term or condition contained in any document used by Seller in connection with the performance of the Purchase Contract will be of no effect. Seller's obligations under the Purchase Contract will survive expiration, termination, or non-renewal of any Purchase Order.

求。如果买方位于密歇根州，双方同意任何带有签名的文件由发送人发送，收件人通过电子邮件附件接收的 pdf 格式文件应构成密歇根州统一电子交易法案（MCLA 450.831 等）下的合法有效文件。

25. 完整协议;继续有效。

采购合同包含双方就标的事项达成的完整协议。卖方在履行采购合同时使用的任何文件中包含的任何附加或不一致的条款或条件将无效。卖方在采购合同下的义务将在任何采购订单到期、终止或未延期后继续有效。