

General Terms and Conditions

Department:	Audi China Legal
Establishment Date:	December 3rd 2018
KSU Class:	2.2
Retention Period:	7 Years
Confidentiality Level:	Internal



General Terms and Conditions

一般条款和条件

1. DEFINITIONS

定义

In this Agreement, unless inconsistent with the context or otherwise specified, the following terms shall have the following meanings:

在本协议中，除非与上下文不一致或文中另有所指，下列语词应具有以下的含义：

“Affiliate” means any entity, directly or indirectly, controlling, controlled by, or under common control with such entity, in each case on, or at any time after, the date of this Agreement (as defined below), where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management of a person or entity, whether through the ownership of securities, by contract or otherwise;

“关联企业”是指在本协议签订之日起，任何实体，直接或间接地控制、被控制、或与该实体同属于一个控制人的企业。

“控制”是指直接或间接地持有管理另一人或实体的权力，该等管理可以是通过持有股权、合同关系或其它的形式进行；

“Agreement” means this General Terms and Conditions, together with Purchasing Order signed by Buyer and Vendor and all the Appendices hereof.

“本协议”是指本一般条款和条件、由买方和卖方签署的采购订单以及所有的附件；

“Business Day” or “Working Day” means any day on which trading banks are generally open for business in P.R.C;

“营业日”或“工作日”是指在中国商业银行通常营业的日期。

“Buyer” means Audi (China) Enterprise Management Company Limited, as more specifically referred to in the Purchasing Order.

“买方”是指采购订单中列明的奥迪（中国）企业管理有限公司。

“Confidential Information” means, any and all proprietary and other information concerning Buyer's business and operation or related to this Agreement, which becomes known to Vendor as a result of performance of this Agreement. Proprietary information includes, but is not limited to, corporate plans and strategies, new product samples, specifications, formulations and pricing information as well as the existence, contents and results of this Agreement; but shall not include any such information or material insofar as it is proven that it: a. is generally known, or; b. has become generally accessible to the public without any negligence on the part of the Vendor, or ; c. was or will be obtained legally by a third party.



“保密信息”是指任何卖方由于履行本协议而知悉的关于买方的商业及其运营、或与本协议相关的专有的信息。专有的信息包括，但不限于企业计划和战略、新产品的样品、

说明、规划以及定价信息和关于本协议的存在、其内容和结果的信息；但是不包括：

- i) 公众普遍知悉的信息；或 ii) 非由于卖方的过错而导致公众普遍知悉的信息；或
- iii) 由第三方合法取得的信息。

“PRC” means the People’s Republic of China (for purpose of this Agreement, excludes Hong Kong SAR, Macao SAR and Taiwan district);

“中国”是指中华人民共和国（为本协议之目的，不包括香港特别行政区、澳门特别行政区以及台湾地区）；

“RMB” means Renminbi, the lawful currency of the PRC;

“人民币”是指中国的法定货币；

“Services” means any services to be supplied to Buyer by Vendor in relation to this Agreement, as specified in details in the Purchasing Order;

“服务”是指根据本协议在采购订单中列明的由卖方提供给买方的服务；

“Goods” means any goods to be purchased by Buyer from Vendor in relation to this Agreement, as specified in details in the Purchasing Order;

“商品”是指根据本协议在采购订单中列明的由卖方提供给买方的商品；

“Contract Price/Fees and Expenses” means the subtotal referred to in the Purchasing Order for Vendor’s provision of Services and/or Goods;

“合同价格/费用”是指在采购订单中列明的买方向卖方支付的服务和/或商品的费用。

“Working Staff” means in respect of either party, any personnel engaged by such party (including without limitation, employees, agents and sub-contractors) in connection with this Agreement;

“工作人员”是指为本协议之目的，任何一方雇佣的人员（包括但不限于员工、代理人以及承包商）；

“Taxes” means all taxes, duties or charges levied or imposed by any governmental authority (other than taxes imposed on either party’s income) and includes, without limitation, value-added tax or similar broad based consumption tax or a tax on services; and

“税”是指任何相关的政府机构征收的包括但不限于增值税、消费税或服务税等税费或关税（不包括所得税）；以及

“Effective Date” means the date on which Buyer and Vendor signs the Purchasing Order. In the case Buyer and Vendor does not sign the Purchasing Order at the same date, Effective Date means the later signature date.



“生效日”是指买方和卖方签署采购订单的日期。在买方和卖方不在同一日期签署采购订单的情况下，生效日是指日期较后的签署日期。

2. INTERPRETATIONS

释义

A reference to any statute, enactment, ordinance, order, regulation or other similar instrument includes a reference to the statute, enactment, ordinance, order, regulation or instrument as from time to time amended, extended, re-enacted or consolidated and all statutory instruments, orders, regulations or instruments made pursuant to it.

本协议所指的法律、法规、条例、规章或其它类似的法律文件包括根据上述文件不时修订和颁布的强制性法律文件、法律、法规、条例或规章。

3. REPRESENTATIONS AND WARRANTIES

陈述与保证

3.1 Each party represents and warrants to the other party that as of Effective Date of this Agreement:

本协议项下的一方向另一方陈述与保证，自生效日起：

a. It is duly organized and validly existing in good standing under the laws of the place of its establishment and principal place of business;

其依据其设立地和主要营业地的法律有效设立和合法存续；

b. It is duly qualified and authorized to provide the Goods/Services under this Agreement. The Goods/Services provided by it shall satisfy the requirements of the Buyer.

其具有必要的资质和法律能力提供本协议项下的商品或服务。其提供的商品或服务应满足买方的要求。

c. It has full authority to enter into this Agreement and to perform its obligations hereunder;

其持有完整的权力签署并且履行本协议；

d. It has duly authorized its representative to sign this Agreement, and from and after the

Effective Date the provisions of this Agreement shall be legally binding upon it;

其已适当授权其代表签署本协议，并且自本协议生效日起，本协议的条款对其有法律约

束力；

e. Its execution of this Agreement and its performance of its obligations hereunder: (i) will not violate any provision of its business license, articles of incorporation, articles of association or similar organizational documents; (ii) will not violate any applicable law or any governmental authorization or approval, and (iii) will not violate or result in a default under any



contract to which it is a party or to which it is subject;

其签署和履行本协议：（i）不会导致其违反其营业执照、公司章程或类似的公司文件；

（ii）不会违反对其适用的法律法规或政府授权或批准，和（iii）不会违反或导致其不能

履行其为合同方的合同；

f. No lawsuit, arbitration or other legal or governmental proceeding is pending or, to its knowledge, threatened against it that would adversely affect its ability to perform its obligations under this Agreement; and

其无未决的诉讼、仲裁或其它法律或政府程序，或就其所知，将对其履行本协议项下的义务产生负面影响的上述程序；和

g. It has disclosed to the other party all documents issued by any governmental authority that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to the other party do not contain any misstatements or omission of material facts.

其已向另一方披露所有由政府部门发出的可能对其完整履行其在本协议项下的义务产生重大负面影响的文件，以及所有由其向另一方提供的文件并无包含虚假陈述或是重要事实的遗漏。

3.2 Consequences of Inaccuracy in Representations and Warranties

不实陈述的后果

If any of the above representations and warranties of a party is inaccurate in material aspects as of the Effective Date, such party shall be in material breach of this Agreement.

如果上述任何一方的陈述与保证自生效日起在任何的重要方面是不真实的，该协议方将视为严重违反本协议。

4. RELATIONSHIP

关系

4.1 This Agreement does not form an authorization granted by Buyer to Vendor for exclusively rendering the Services/Goods as specified in the Purchasing Order. Buyer is entitled to establish any contractual relationship with any third party for such Services/Goods concurrently.

本协议并不构成买方就采购订单中列明的服务/商品授予卖方独家提供上述服务/商品的权利。买方有权就上述服务/商品同时与任何第三方签署合同。

4.2 Except as expressly authorized under this Agreement, neither party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of the other party.

除非本协议另有明确的授权，本协议项下的任何一方无权借用另一方的信誉，代表本协议的另一方或者代表另一方签署合同。



4.3 No Vendor's Working Staff shall be construed as being an employee of Buyer as the result of performance of this Agreement, and Vendor shall be fully responsible for its Working Staff for any and all injury incurred from performance of this Agreement.

卖方的工作人员不会由于履行本协议而被视为买方的员工。卖方应当对其工作人员由于履行本协议而导致的任何及全部损害承担全部的责任。

5. QUALITY AND DELIVERY

质量和交付

5.1 Vendor shall do its best with all due care and diligence on rendering the Services and/or providing Goods to Buyer, and ensure to complete the Services and/or deliver the Goods successfully and timely as agreed upon by both parties under this Agreement. In the case Vendor fails to provide the Services and/or Goods as specified in this Agreement and the attached appendices, or in the case the quality of the Services and/or Goods provided by the Vendor fails to meet the standards as required by the Buyer, Buyer shall be entitled to deduct its payment of Contract Price/Fees and Expenses or claim refund of paid Contract Price/ Fees and Expenses and to claim liquidated damages against Vendor for breach of this Agreement.

卖方应当尽其最大的注意和勤勉的义务向买方提供本协议项下的服务和/或商品，以及确保按时和成功地按照本协议的约定

向买方提供服务和/或商品。在卖方不能按照本协议及其附件的约定向买方提供服务和/或商品，或卖方提供的服务和/或商品不能达到买方要求的标准，买方有权减免合同价格/费用，或者主张返还已经支付的合同价格/费用，以及向卖方主张违约责任。

5.2 Buyer is entitled under this Agreement to require Vendor to replace any Working Staff who has been proved to be incompetent to perform obligations under this Agreement. Vendor shall promptly replace the Working Staff upon receipt of Buyer's request for replacement. In the case the Vendor fails to replace the relevant Working Staff in accordance with Buyer's timelines and requirements as stated in the replacement request, Buyer is entitled to early terminate this Agreement or adjust the services scope, without compensating the Vendor.

买方有权要求卖方更换被证实无法适当履行本协议项下义务的工作人员。卖方应当在收到买方要求更换的通知后及时更换该工作人员。如果卖方不能按照买方在更换通知中的要求和设定的时间更换相关的工作人员，买方有权提前解除本协议，或调整相应的服务范围，而无须补偿卖方。

5.3 If any Working Staff of Vendor causes damage to Buyer by his/her negligence or intentional action, Buyer is entitled to claim for compensation against Vendor and Vendor shall keep Buyer harmless and fully indemnified for damages incurred. In addition, Buyer is entitled to early



terminate this Agreement at its own discretion without further compensating the Vendor.

在卖方的工作人员由于故意或过失导致买方损害的情况下，买方有权向卖方主张损害赔偿赔偿责任，同时卖方应当补偿买方因此而受到的任何损失。另外，买方有权在无须补偿卖方的情况下提前解除本协议。

5.4 Until fully completion and acceptance of the Services and/or Goods, Buyer is entitled to amend or supplement this Agreement at any time and at its reasonable discretion. Should such adjustments change the scope of Services as set forth herein and Vendor's workload in a significant manner, the parties shall reach a supplementary agreement separately for the changed scope of Services and/or Goods.

直至本协议项下提供的服务和/商品被完整的履行和被买方所接受，买方有权在其认为合理的情况下修改和补充本协议。如果上述修改和补充对本协议项下约定的服务范围 and 卖方的工作量造成重大的变化，买卖双方应当就变更后的服务范围或商品的类型另行达成补充协议。

6. PAYMENT

付款

6.1 Contract Price/Fees and Expenses

合同价格/ 费用

a. The parties agree that the payment of Contract Price/Fees and Expenses shall be settled in accordance with time schedule

(work schedule) and quality requirements as specified in relevant Appendix of this Agreement.

买卖双方同意本协议项下的合同价格/费用的支付应当按照本协议附件中列明的日期（工作进度表）和质量要求进行。

b. The Contract Price/Fees and Expenses shall be inclusive of the taxes and duties to be levied on Vendor in accordance with the applicable laws and regulations of PRC by virtue of or relating to the provision of the Services and Goods under this Agreement, unless otherwise agreed upon by both parties.

除非买卖双方另有约定，本协议项下的合同价格/费用应当包括根据适用的中国法律卖方应当承担的与提供本协议项下的服务和/或商品相关的税费。

c. Vendor shall ensure that the actual amount of expenses under this Agreement does not exceed the total sum of the Contract Price/Fees and Expenses. If additional fees and expenses are indeed required which are beyond the reasonable control of and were not reasonably foreseeable by the Vendor, Vendor shall obtain Buyer's prior written approval for such additional amount(s) prior to the occurrence of the additional fees and expenses. Vendor agrees and acknowledges that Buyer is not liable or responsible for such amounts if they are incurred without Buyer's written approval or before Buyer's written approval is obtained.



卖方应当确保本协议项下发生的费用不当超出总的合同价格/费用。在卖方无法合理控制和无法合理预见的情况下发生的额外的费用，卖方应当就该额外费用的发生事先获得买方的书面同意。卖方在此同意和确认，在买方就该额外费用的发生未做出书面同意、或者该书面同意未被卖方事先获得的情况下，买方无需就该额外的费用负责。

d. The Contract Price/Fees and Expenses include all expenses paid or incurred by Vendor in connection with Vendor's performance of its obligations under this Agreement, including without limitation, any and all third party costs, travelling costs, communication expenses, and out-of-pocket expenses. Unless otherwise expressly approved in writing by Buyer, Vendor is not entitled to any reimbursement or payment from Buyer in addition to the Contract Price/Fees and Expenses.

本协议项下的合同价格/费用包括卖方由于履行本协议而支付的或承担的所有费用，包括但不限于任何第三方的支出、差旅费、通信费以及任何其它的费用。除非买方另有明确的书面同意，卖方无权要求买方就合同价格/费用以外的部分对卖方进行补偿或支付。

6.2 Payment Terms

付款方式

a. Vendor shall issue to Buyer the legally valid tax invoices of the due payment of the Contract Price/Fees and Expenses in

accordance with the payment term specified in the Purchasing Order. Buyer shall settle the due payment to Vendor within 30 working days against the presentation of the invoices.

卖方应当按照采购订单中列明的付款方式向买方出具与合同价格/费用数额相当的合法有效的税务发票。买方应当在收到合法有效的税务发票之日起的 30 个工作日内向卖方支付相应的款项。

b. Vendor agrees to exempt Buyer from any late payment penalty in the case the late payment is incurred by reasons not attributable to Buyer's faults, and such late payment shall not constitute any limitation or prohibition on Buyer to obtain all the legitimate titles and rights of the Services/ Goods under this Agreement.

卖方同意免除买方非由于买方原因造成的任何的迟延付款的责任。买方的迟延付款并不构成买方获得本协议项下对相关服务/商品所有的合法的权利和权益的限制和禁止。

c. Payment is made via bank telegraphic transmit. The parties are responsible for their own bank charges incurred in relation to the transaction under this Agreement.

本协议项下的付款通过银行电汇进行。本协议项下的各方对其各自的银行费用负责。

7. TAXES

税费



Except to the extent that this Agreement expressly provides otherwise, any and all taxes and/or duties in connection with the execution of this Agreement to be levied on Buyer shall be payable by Buyer, while any and all taxes and/or duties in connection with the execution of this Agreement to be levied on Vendor shall be payable by Vendor. The amount of Contract Price/Fees and Expenses stipulated in this Agreement shall be a gross amount covering all the taxes and duties that may be levied on the Vendor in PRC and any applicable tax authority in connection with the execution of this Agreement.

除非本协议另有明确的约定，买卖双方应当各自对其由于签署本协议而应当缴付的税费负责。本协议项下的合同价格/费用应当包括卖方应当向中国及适用的税务机关缴付的所有税费。

8. RIGHTS OF OWNERSHIP

资料所有权

8.1 All deliverable concept, code, artwork, images, communication, materials, drawings, information, design, data, reports, analysis, presentations, electronic tools, applications and systems, and other work ("Materials") created by Vendor and its Working Staff pursuant to this Agreement and intended for adoption and exploitation by Buyer shall be the sole property of Buyer (rather than Vendor or its Working Staff). Vendor undertakes that it and its Working Staff shall not use for a purpose other than this Agreement, or provide to any third

party (including any Vendor's Working Staff not involved in providing Services and/or Goods to Buyer) the aforementioned Materials, as well as any deliverables produced under this Agreement without the prior written consent of Buyer.

所有可交付的由买方接受和利用的创意、代码、作品、图像、通信、资料、图纸、信息、设计、问卷、数据、分析、报告、讲座、电子工具、应用程序和系统及其他工作成果（“资料”）的所有权均归买方（而非卖方及其工作人员）所有。未经买方事先授权，卖方及其工作人员不得将买方的任何资料（包括卖方及其工作人员根据本协议制作的资料）用于本协议约定范围以外的其他用途，也不得将该资料转让给任何第三方（第三方包括但不限于未涉及向买方提供服务 and/或商品的任何卖方工作人员）。

8.2 Vendor shall ensure that, to the fullest extent possible under the law, Buyer shall own any and all rights, title and interests (including without limitation copyrights, trademarks, patents, domain name and other intellectual property rights and trade secrets) with respect to any work or deliverables created or developed by Vendor pursuant to this Agreement and utilized by Buyer.

卖方应尽一切合法之可能，保证买方对卖方根据本协议或按买方指示创建或开发的所有成果享有全部权益，包括但不限于版权、商标、专利、域名其他知识产权和商业秘密。



8.3 Vendor represents and guarantees that it will abide by all relevant legal requirements in its performance of this Agreement and it shall not infringe any legal rights of any third parties, including but not limited to copyrights, trademarks, patents and other intellectual property rights and trade secrets, in the course of providing the Services/Goods. Vendor shall fully indemnify and hold harmless Buyer against any loss, liability, claim or penalty from any third party.

卖方陈述并保证其在履行本协议的过程中不违反法律且不侵犯任何第三方的任何法律权利，包括但不限于版权、商标、专利、其他知识产权和商业秘密。卖方应使买方免受损害并向买方全额赔偿任何第三方向买方提出的该类索赔或处罚。

8.4 Vendor undertakes to use all best care in handling and storing of the Materials and any information or property provided by Buyer under this Agreement. Once such Materials, information or property of Buyer are forwarded to or produced by Vendor and its Working Staff, Vendor becomes responsible for the safekeeping of these Materials, information or property. Vendor shall be liable for any loss or damage or destruction of such Materials, information or property, including without limitation any loss or damage caused by its Working Staff or third parties.

卖方承诺将尽其所能保管和保存资料及买方在本协议项下提供的其他信息或财产。一旦买方转交给卖方前述资料、信息或财产，或卖方及其工作人员为买方完成创作

成果，卖方即有义务将相关资料、信息、财产和成果妥善保管。卖方对因卖方及其工作人员原因导致的任何资料、信息或财产的遗失或损毁灭失承担全部责任。

8.5 Upon termination or expiration of this Agreement, Vendor shall transfer, assign and make available to Buyer all property and Materials in Vendor's possession or subject to Vendor's control (including all property and Materials in possession of Vendor's Working Staff or third parties) that are the property of Buyer, regardless of what form such Materials are in (e.g. electronic, paper-based) and regardless of whether such Materials had been obtained under the terms of this Agreement or by any other method.

在本协议期满或终止后，卖方应当将卖方及其工作人员或第三方占有、保管或实际控制的属于买方所有的全部财产和材料返还给买方，无论该资料以何种形式存在（如电子或纸制），也不论该资料是否基于本协议条款或任何其他方式获得。

8.6 Vendor agrees to impose the same obligations as defined in this Article 8 (Rights of Ownership) and Article 9 (Confidentiality) on its Working Staff, and shall be liable for any breach of the obligations by its Working Staff.

卖方同意对其工作人员赋加本第 8 条（资料所有权）及第 9 条（保密条款）约定的同等义务，并对卖方及其工作人员违反前述条款约定的任何义务承担赔偿责任。

9. CONFIDENTIALITY



保密条款

9.1 Vendor, on behalf of itself and its employees, hereby covenants and agrees that Vendor shall:

卖方代表其及其工作人员在此承诺及同意:

a. exercise best care and caution to keep confidential any and all Confidential Information and other information concerning the business and operation of Buyer, any Affiliate or any related third party, or is otherwise related to this Agreement, which becomes known to Vendor as a result of performance of this Agreement;

卖方应当尽最大限度的谨慎注意义务对所有在履行本协议的过程中获知的关于买方及其关联企业的经营和业务以及关于本协议的标的事项的保密信息进行保密。这些信息包括，但不限于买方企业战略计划、新产品样品和说明手册、价格信息以及本协议的内容和履行本协议的结果;

b. not disclose any Confidential Information to any third party (including any employees of Vendor not involved in providing Services/Goods to Buyer), unless to do so is required in connection with the performance of its obligations under this Agreement and is approved by Buyer in advance, and under such circumstances Vendor shall ensure that the said third party is made aware of and complies with Vendor's obligations of confidentiality under this Agreement; and where it is necessary to disclose Confidential

Information of Buyer to a third party in the course of subcontracting, Vendor agrees to ensure that the relevant third party is made aware of and comply with the obligations of confidentiality stipulated under this Agreement before disclosing the Confidential Information on a "need-to-know" basis. If requested by Buyer, Vendor shall ensure that such third party maintain the confidentiality of the Confidential Information by executing separate confidentiality agreement with such third party on terms no less strict than those set out under this Agreement. Notwithstanding the foregoing, Vendor shall be liable for any breach of confidentiality by such third party.

卖方不得向任何第三方（包括但不限于未涉及向买方提供服务和/或商品的任何卖方工作人员）泄露有关信息，除非在其履行本协议时需要并经买方书面同意的情况下才能向第三方披露，但卖方应保证该第三方遵守保密义务。在经过买方事先书面同意的情况下，卖方可以委托代理商或分包商从事本协议项下的部分服务，在根据分包协议需要向第三方披露买方的保密信息时，在卖方根据“必须知道”原则披露保密信息前，卖方应确保相关第三方已知晓并遵守本协议项下规定的保密义务。应买方要求，卖方应确保与该第三方签订单独的保密协议，且该协议规定之保密义务的程度不得低于本协议之规定。

c. not use, or enable any third party to use, any Confidential Information for a purpose other than the performance of obligations under this Agreement; and



卖方不得将任何保密信息用于除履行本协议项下义务以外的其他用途，亦不得使任何第三方从事该等行为；并且

d. return to Buyer all Confidential Information then in the possession of Vendor and/or its permitted subcontractor at the termination or expiration of this Agreement.

在本协议终止或期满时，卖方应将由卖方或卖方的分包商占有、控制的与本协议相关的所有保密信息归还给买方。

9.2 The Parties agree that the confidentiality obligations stipulated under this Article 9 shall survive the termination of this Agreement.

买卖双方同意本第 9 条款中约定的保密义务在本协议终止后继续有效。

10. LIABILITY AND BREACH OF AGREEMENT

违约责任

10.1 If Vendor breaches any of the Representations and Warranties as specified in Article 3 of this Agreement, or fails to provide the Services/Goods on schedule as stated in this Agreement, or the quality of the Services/Goods provided by Vendor fails to meet the professional industrial standards or the requirements set forth in this Agreement by Buyer, Buyer is entitled to withhold or deduct payment from the Contract Price/Fees and Expenses and/or claim for refund of paid Contract Price/Fees and Expenses, and Vendor shall pay to the Buyer an additional liquidated

damages amounting to 30% of the Contract Price/Fees and Expenses. If the Buyer or any third party incurs any personal injury or property damage in connection with the Goods/Services of the Vendor, the Vendor shall indemnify and hold harmless the Buyer against any loss, liability, and third party claim.

如果卖方违反本协议第 3 条陈述与保证的条款，或者迟延交付服务和/或商品，或者服务质量或商品的质量不符合行业标准或约定的要求，买方有权按本协议减少或停止向卖方支付的合同价格/费用，和/或要求卖方返还已支付的合同价格/费用，并且卖方应当向买方支付相当于本协议全部合同价格/费用的 30%作为违约金。如果买方或任何第三方因卖方的商品或服务遭受人身伤害或财产损失，卖方应就买方由此遭受的任何损失、责任和第三方索赔对买方进行赔偿并使其免受损害。

10.2 Except as otherwise provided herein, if a Party (“Breaching Party”) fails to perform any of its material obligations under this Agreement or otherwise is in material breach of this Agreement, then the other Party (“Aggrieved Party”) may:

除本协议其他条款另有规定以外，如果一方（“违约方”）未履行其在本协议项下某项主要义务或以其他方式对本协议构成重大违约，则另一方（“受损害方”）可以：

a. give written notice to the Breaching Party describing the nature and scope of the breach and demand that the Breaching Party cure the breach at its own cost within



a reasonable time specified in the notice (“Cure Period”) (provided that if any representation and warranty of a party under Article 3 of this Agreement is not true and correct in material aspects when it is made, or when there is a breach of Article 9, the Cure Period does not apply); and

向违约方发出书面通知，说明违约的性质以及范围，并且要求违约方在通知中规定的合理期限内自费予以补救（“补救期”）（但是如果一方在本协议第 3 条（陈述与保证）项下所做的任何陈述和保证在做出时在关键方面不真实或不正确，或者违反本协议第 9 条（保密条款）的规定，则没有补救期）；并且

b. in the case the Breaching party fails to cure the breach within the Cure Period (or in the case the Cure Period does not apply), then in addition to its other rights under applicable law, the Aggrieved Party may claim any and all foreseeable damages arising from the breach.

如果违约方未在补救期内予以补救（或者如果没有补救期），那么在该等违约后的任何时候，在适用法律给予的权利以外，受损害方还可以就违约引起的直接和可预见的损失提出索赔。

11. FORCE MAJEURE

不可抗力

11.1 “Force Majeure” shall mean all events which are beyond the control of the parties to this Agreement, and which are unforeseeable, unavoidable or

insurmountable, and prevents total or partial performance by any party. Such events shall include earth-quakes, typhoons, flood, fire, war, failures of international or domestic transportation, acts of government or public agencies, epidemics, civil disturbances, strikes and any other objective circumstance which cannot be foreseen, prevented or controlled, including events which are recognized as Force Majeure in general commercial practice.

不可抗力应指所有超出本协议双方控制的客观事件，该事件是不可预知、不可避免或不可克服的，并导致任何一方不能全部或部分履行本协议。该事件应包括地震、台风、洪水、火灾、战争、国际或国内停运，政府或公共机构的行为、瘟疫、内乱、罢工和任何其他不可预见、不可避免或控制的情况，包括根据国际商业惯例认为是不可抗力的事件。

11.2 If an event of Force Majeure occurs, a party’s contractual obligations affected by such an event shall be suspended during the period of delay caused by the Force Majeure and the period for performing such obligations shall be extended for a period equal to such suspension.

如不可抗力事件发生，受影响的一方的履约责任可暂时终止，履约期限相应顺延。

11.3 The party claiming Force Majeure shall promptly inform the other party in writing and shall give within three working days valid proof of the occurrence and inform about the expected duration of such Force Majeure. The party claiming the occurrence



of Force Majeure shall also use all reasonable endeavors to terminate the Force Majeure.

声称遭受不可抗力的一方应迅速以书面形式通知另一方，在三个工作日内提供事件的有效证明，并告之另一方该不可抗力的预计持续时间。受不可抗力影响的一方应采取所有必要手段终止不可抗力。

11.4 In the event of Force Majeure, Buyer and Vendor shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavors to minimize the consequences of such Force Majeure.

当不可抗力事件发生时，买卖双方应立即磋商，寻求公平的解决方案，并采取一切必要的手段减少不可抗力的后果。

12. TERMINATION

终止

12.1 Unless otherwise provided in this Agreement, in the case Vendor hasn't commenced to perform any Services/or deliver the Goods, Buyer shall be entitled to terminate this Agreement with prior written notice without further compensating the Vendor; In the case Vendor has commenced to perform the Services, Buyer shall pay Vendor the Contract Price/Fees and Expenses on a proportional basis as consideration of the completed Services.

除非本协议另有约定，在卖方尚未开始履行本协议项下的服务或提供本协议项下的商品时，买方有权在无需补偿卖方的情况

下，以事先发出通知的形式终止本协议；在卖方已经开始履行本协议项下的服务时，买方应当就已经履行的服务项目按照比例支付合同价格/费用。

12.2 If Vendor fails to perform the Services/deliver the Goods on schedule due to Force Majeure, and Vendor has provided written notice of the Force Majeure event to Buyer within three calendar days of the commencement of the Force Majeure, the delivery date of the

Services/Goods could be postponed subject to Buyer's written consent. In the case of Force Majeure, Buyer is also entitled to terminate this Agreement and pay Vendor the Fees and Expenses on a proportional basis as consideration of the completed Services.

如因不可抗力情形造成卖方不能如期履行服务或提供商品，且卖方在发生不可抗力情形之日起的 3 个工作日内就不可抗力的发生向买方提供书面通知，经买方书面确认，服务和商品的交付日期可以延期。在不可抗力情形下，买方也可以解除本协议，并按照本协议约定的服务费用标准，按比例向卖方支付其已完成工作的相应的服务费用。

12.3 Either party (the "First Party") may terminate this Agreement with immediate effect by written notice to the other if:

在下述情况下，任何一方（“第一方”）均可在书面通知另一方后立即终止本协议：



a. the other party ceases to carry on business or goes into liquidation (other than voluntary liquidation for the purpose of a bona fide solvent reconstruction or amalgamation, the terms of which have been approved in advance by the First Party in writing) or is dissolved or struck down;

另一方停业、清算（事先得到第一方书面同意的、以清偿债务而进行的重组或合并的自愿清算除外）、解散或关闭；

b. the other party is unable to pay its debts as they mature or suffers the appointment of a receiver, administrative receiver or administrator (or any similar official or process under the law of its domicile or place of incorporation) of the whole or any part of its assets or is subject to any bankruptcy proceedings;

另一方无法支付到期债务，或其全部或部分财产被指定给破产接管人、行政接管人或管理人（或依照其公司所在地或公司设立地的法律规定的任何类似的官方程序）管理，或正面临任何破产程序；

c. the other party is in breach of any provision of this Agreement and fails to remedy such breach (where it is capable of being remedied) within 30 days from the date of receipt of the notice from the First Party specifying the breach; and

另一方违约，并且在第一方指出违约之后30日内未采取任何补救措施（可以采取补救措施的）；或

d. the other party is in breach of the provision of this Agreement and such breach is incapable of being remedied.

另一方违约，并且无法补救。

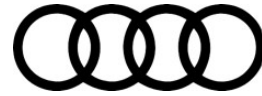
12.4 Buyer shall have the right to terminate this Agreement at its discretion by providing prior written notice to the Vendor. Upon duly delivery of the termination notice to the Vendor, Vendor shall take all necessary actions to suspend the performance of this Agreement. The Buyer shall pay the pro-rata value of any Goods/Services rendered prior to the termination data and with prior written approval of the Buyer.

买方有权自行决定通过事先书面通知的方式提前终止本协议。一旦提前终止协议的通知到达卖方并在通知述明的日期生效后，卖方应当立即采取行动终止本协议项下的工作。买方对卖方在本协议终止日前根据买方事先书面批准已提供的商品或服务应按比例支付价款。

12.5 The termination of this Agreement shall not release any party from obligations which have already accrued prior to the termination, or the obligations which survive the termination of this Agreement.

本协议的提前终止并不解除任何一方在协议终止前已经发生的义务，并且该方应当继续履行该义务至完毕。

12.6 Upon termination or expiration of this Agreement, Vendor shall transfer, assign and make available to Buyer all property and materials in Vendor's possession or



subject to Vendor's control that are the property of Buyer.

本协议期满或终止后，卖方应当将其占有、保管或实际控制的属于买方所有的全部资产和材料返还给买方。

12.7 Continuing Obligations

双方持续的义务

The provisions of Article 9 (Confidentiality), Article 10 (Liability and Breach of Agreement) (but only with respect to claims arising prior to the termination hereof or with respect to other continuing obligations), Article 13 (Governing Law and Dispute Resolution) and Article 14 (Auditing) shall survive the termination of this Agreement.

本协议中以下各条的条款在本协议终止后继续有效：第 9 条（保密条款），第 10 条（违约责任）（但其效力仅限于本协议终止前发生的违约事件以及违反其他持续义务的情形），第 13 条（适用法律及争议解决条款）以及第 14 条（审计条款）。

13. GOVERNING LAW AND DISPUTE RESOLUTION

适用法律及争议解决条款

13.1 This Agreement shall be governed, construed and interpreted by, through and under the laws of PRC.

本协议以及与本协议有关的任何事项均应由中国法律管辖及解释。

13.2 Buyer and Vendor shall settle all disputes arising from the interpretation, performance, dissolution or termination of this Agreement or in connection with this Agreement through friendly consultation.

买卖双方应通过友好协商的方式解决在解释、履行、解除或终止本协议所产生的，或与本协议有关的任何争议。

13.3 In case no agreement can be reached to resolve the dispute, either party shall have the right to submit the dispute to Beijing Arbitration Commission ("BAC") for arbitration in Beijing in accordance with the arbitration rules of BAC in effect at the time of the application for arbitration. The language of the arbitration shall be English. Any arbitration award will be final and binding upon the parties. In the course of dispute resolution, this Agreement shall be continuously valid and be performed by both parties except for the part under arbitration.

如双方无法协商解决，任何一方有权将争议提交给北京仲裁委员会进行仲裁，仲裁应在北京举行并使用该委员会在接受仲裁申请时的仲裁规则，仲裁裁决是终局的，对双方均有约束力。在争议解决过程中，有争议的条款不影响本协议其他部分的效力。

14. AUDITING

审计

14.1 Vendor agrees to grant to Buyer's auditor(s) and third party auditor(s) engaged by Buyer the right, exercisable at



any time during the term of this Agreement and two (2) years after the expiration of this Agreement, with prior written notice to the Vendor, to inspect and check documents in connection with the transactions of this Agreement, including without limitation, relevant records, documents, and accounting procedures and practices, for the term of this Agreement at Vendor's premises.

卖方同意买方的审计人员或买方聘请的第三方有权经事先通知的形式在本协议期间以及本协议终止后的两（2）年内到卖方所在地检查双方的所有往来账目，包括但不限于自双方商务交易首日起至本协议期满日止的所有账本、记录、文件、会计程序和会计实务。

14.2 Vendor shall give Buyer's auditor(s) the opportunity to access for inspection, copying and auditing the application systems used by Vendor for business dealings with Buyer and stored data concerning Buyer in connection with the transactions of this Agreement. Vendor shall make available to Buyer the account documents and system documentation that are to be kept in accordance with legal and/or contractual provisions.

卖方应当允许买方的审计人员进入并检查、复制及审计卖方使用的与买方进行商务往来的应用系统并获取卖方存储的与买方有关的数据。卖方应向买方提供其依法及/或按约定保存的所有会计文件及系统文件。

15. ASSIGNMENT AND SUBCONTRACTING

转让及分包

15.1 Neither party may assign or subcontract any of its rights or obligations under this Agreement to any third party without first obtaining the express written consent of the other party (however, such consent shall not be unreasonably withheld or delayed).

未经对方事先书面同意，任何一方均不得将其依照本协议所获得的权利或义务转让或分包给任何第三方（然而，上述同意无正当理由时不得拒绝或拖延）。

15.2 Subject to Buyer's prior written consent, Vendor is entitled to assign some of the Services to a qualified third party, provided that such assignment is necessary for and advantageous to the performance of this Agreement; under such circumstances, Vendor shall assume all the liabilities of the works conducted by such third party.

在买方事先书面同意、并且就履行本协议是有利的和必须的情况下，卖方可以将其在本协议项下的部分服务分包给合格的第三方承包人。在上述情况下，卖方就该第三方的工作成果对买方承担责任。

16. NON-SOLICITATION

禁止招揽买方雇员

Except to the extent that this Agreement expressly provides otherwise, during the term of this Agreement and for six months after its expiry or termination, Vendor may not, unless the Buyer agrees, solicit for



employment, or independently contract for the services of, any employee of Buyer who is involved in the performance of this Agreement.

除非本协议另有明确的约定，在本协议有效期内以及协议期满后六（6）个月内，卖方不得向买方参与本协议履行的雇员发出招聘要约，经买方同意的除外。

17. WAIVER

弃权

17.1 No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights in relation to a breach of this Agreement operate as a waiver of any subsequent breach.

在执行本协议的条款时，一方的权利不因他方的偿债延期、迟延或付款延期而受到限制或影响，因违反本协议而对权利的放弃不得视为对其后其他违约权利的放弃。

17.2 No right, power or remedy given to or reserved to either party under this Agreement is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

一方依照本协议所获得或保有的任何权利、权力或补救措施均不排除其所拥有的其他权利、能力或补救措施的适用，并可同时适用上述各项权利、能力或补救措施。

18. NO PUBLICITY

协议内容保密

18.1 The existence of this Agreement, as well as its content, shall be held in confidence by both parties and shall not be disclosed in whole or in part to any person or entity, except to (i) authorized securities regulators or exchanges in accordance with applicable laws, (ii) officials in relevant government departments pursuant to the requirements of applicable laws or in order to fulfil any conditions precedent to the effectiveness of this Agreement or to the performance by a party of its obligations or exercise of its rights hereunder or relating hereto, (iii) to financial institutions for the purpose of arranging debt financing or similar financial arrangements for either party.

各方应对本协议的存在及其内容保密，并不得向任何人或实体予以全部或部分披露，但向以下各方披露的除外：(i) 依据有关法律得到授权的证券市场监管官员或交易所 (ii) 依据有关法律，或者为了满足本协议的生效条件，或为一方履行其于本协议项下或与本协议相关的义务或行使其于本协议项下或与本协议相关的权利需要知道该等信息的相关政府部门的官员；或(iii) 金融机构（为各方安排债务融资或类似金融安排的目的）。

18.2 Vendor shall not use Buyer's or Buyer's Affiliates' logo, trademark or company name and identification of this engagement in connection with Vendor's general lists of customers or in any of Vendor's materials issued to any third party without Buyer's (or



Buyer's Affiliates', when the case may be) prior written consent.

未经买方或其关联企业的事先书面同意，卖方不得在任何向第三方发布的文件中或在有关的客户清单及客户经验中使用买方或其关联企业的图标、商标或企业名称及标识。

19. AMENDMENTS

变更

19.1 Variations on this Agreement shall be valid only if made in writing following mutual agreement of the parties and signed by duly authorized representatives of both parties.

对本协议的变更仅在双方书面同意、并经适当授权代表签署的情况下有效。

20. GENERAL PROVISIONS

一般条款

20.1 Notwithstanding that the whole or any part of any provision of this Agreement may prove to be unenforceable, the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.

在本协议条款的全部或部分被证实无法强制执行时，不影响其他条款以及有争议条款的其余部分的效力。

20.2 By executing this Agreement, Vendor acknowledges and agrees to comply with Buyer's "Requirements for sustainable development" as set forth in

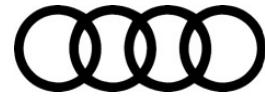
webpage:<http://www.vwgroupsupply.com/b2bpub/zusammenarbeit/nachhaltigkeit/leitlinien.html>.

经签署本协议，卖方确认并且同意遵守买方在如下网页中列明的“可持续发展要

求”：<http://www.vwgroupsupply.com/b2bpub/zusammenarbeit/nachhaltigkeit/leitlinien.html>.

20.3 Vendor undertakes to comply with the Volkswagen Group Code of Conduct, and report any and all wrongdoing, corruption, or violation of the Volkswagen Group Code of Conduct discovered in connection with the Services or Goods provided under this Agreement in accordance with the Volkswagen Group Ombudsman System by contacting either IALINE@volkswagen.com.cn or by visiting http://www.volkswagenag.com/content/vwcorp/content/en/the_group/compliance/ombudsmann_system.html. Vendor may obtain a copy of the Volkswagen Group Code of Conduct by contacting Buyer or at http://www.volkswagenag.com/content/vwcorp/info_center/en/publications/2010/07/Verhaltensgrundsaeetze_des_Volkswagen_Konzerns.bin.html/binarystorageitem/file/The+Volkswagen+Group+Code+of+Conduct.pdf.

卖方承诺遵守大众集团行为守则，以及根据大众集团调查系统报告在其依据本协议



提供服务或商品的过程中的任何的不当行为、贿赂或违反大众集团行为守则的违反行为，卖方可以通过联系

IALINE@volkswagen.com.cn 或访问网页

http://www.volkswagenag.com/content/vwcorp/content/en/the_group/compliance/ombudsmann_system.html. 报告上述不当行为。 卖方可以通过联系买方或访问

http://www.volkswagenag.com/content/vwcorp/info_center/en/publications/2010/07/Verhaltensgrundsaeetze_des_Volkswagen_Konzerns.bin.html/binarystorageitem/file/Theme+Volkswagen+Group+Code+of+Conduct.pdf. 以获得大众集团行为守则的副本。

20.4 Vendor further undertakes to comply with all laws and regulations of any and all jurisdictions which govern either party or this Agreement. Vendor shall not engage in any practice which may constitute or have the appearance of corruption, including but not limited to bribery, coercion, collusion, or fraud. Vendor warrants that all of its representations to Buyer are authentic, true and valid.

卖方进一步承诺将遵守所有适用的法律法规的规定。卖方将不会参与任何构成贿赂，包括但不限于行贿、胁迫、共谋或欺诈的行为。卖方保证其对买方做出的所有陈述均为真实、准确的和有效的。

20.5 In the event that Vendor breaches any of its undertakings in Article 20.3, Article 20.4 and Article 20.5, Buyer may terminate this Agreement immediately upon notification to Vendor and Vendor shall indemnify and hold harmless Buyer from any claim, investigation, prosecution, or

damages arising from its breach.

Notwithstanding Article 10 above, Vendor shall pay to Buyer all costs, damages and lost profits resulting from Vendor's breach.

在卖方违反其在第 20.3 条、第 20.4 条和第 20.5 条中做出的承诺的情况下，买方向卖方发出通知立即终止本协议。卖方应当赔偿并使买方不受由于卖方违反上述约定而遭受的主张、调查、起诉或损害。尽管有本协议第 10 条的规定，卖方应当向买方支付由于其违反上述约定而导致的费用、损害以及损失的利润。

20.6 This Agreement is executed in both Chinese and English versions respectively. In case of any discrepancy between the two language versions, English version shall prevail.

本协议以中英文写就，如中英文版本存有任何差异，以英文版本为准。