

# Volkswagen Automatic Transmission (Tianjin), Co., Ltd.

## 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 Effective 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 executed by both parties and all the other Appendices hereof.

“**本协议**”是指本一般条款和条件、由合同双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 PRC;

“**营业日**”或“**工作日**”是指在中国商业银行通常营业的日期。

“**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 Supplier 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. Supplier can prove that it has mastered the information before Buyer disclosed;
- b. has become generally accessible to the public without any negligence on the part of Supplier, or ;

c. is disclosed to Supplier by a third party not in violation of any confidential obligations.

“**保密信息**”是指任何供应商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) 供应商有证据证明其在买方向其披露之前已经掌握的信息；
- ii) 非由于供应商的过错而为公众普遍知悉的信息；或
- iii) 由第三方在不违反任何保密义务的情况下披露给供应商的信息。

“**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 Supplier in relation to this Agreement, as specified in details in Purchasing Order;

“**服务**”是指根据本协议在采购订单中列明的由供应商提供给买方的服务；

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

“**商品**”是指根据本协议在采购订单中列明的由供应商提供给买方的商品；

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

“**合同价格/费用**”是指在采购订单中列明的服务和/或商品的对价。

“**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 both parties execute Purchasing Order. In the case the parties do not execute Purchasing Order on the same date, Effective Date means the later execution date.

“**生效日**”是指本协议双方签署采购订单的日期。双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

2.1 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成文法律文件、法律、法规、条例或规章。

2.2 Clause headings are for ease of reference only and are not intended to be part of or to affect the meaning, interpretation or construction of any of the terms and conditions of The Agreement.

条款标题仅供参考，不能对本协议的任何条款或情形的涵义、解释或构成产生任何影响或成为其组成部分。

2.3 A reference to any gender includes any other gender and the plural shall include the singular and bodies corporate shall include unincorporated bodies and (in each case) vice versa.

在提到任何一种性别时应同时包含另一性别，在使用复数时应同时包含单数，在提到法人团体时应同时包含非法人团体，在上述各种情况中反之亦然。

2.4 Unless the context otherwise requires, those provisions contained in the Agreement which relate to any subject matter of which there are more than one shall apply severally to each.

除非上下文另有说明，否则本协议中与一项以上任何事务有关的条款均应分别适用。

### 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：

- 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; possessing full capacity for civil rights and capacity for civil conductions;  
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，具有完全的民事权利能力和民事行为能力；
- b. 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；
- c. 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，并且自生效日起，本协议的条款对其有法律约束力；
- d. 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不会：(i) 导致其违反其营业执照、公司章程或类似的公司文件；(ii) 违反对其适用的法律法规或政府授权或批准，和 (iii) 违反或导致其不能履行其为合同方的合同；
- e. 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
- f. 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无虚假陈述或重要事实的遗漏。

3.2 In addition to the above representations and warranties, Supplier hereby represents and warrants that:

供应商向买方作出的其他陈述和保证:

- a. Supplier has obtained the true, complete and effective qualifications required to perform the obligations of this Agreement under the laws and regulations of the PRC and requirements of the government in authority, and holds the approval, license and authorization proving its qualifications, and shall ensure such qualifications keep in force during the term of this Agreement. Supplier agrees to accept the supervision of Buyer and will present and provide evidence for the qualification upon the request of Buyer at any time.

供应商拥有中国法律法规和主管政府部门要求的履行本协议项下义务应当具备的真实、完整、有效的经营资质，并持有证明其经营资质的批准、许可、授权，并保证该等资质在本协议期限内持续有效；供应商同意接受买方的监督，并根据买方要求随时出示并提供有关资质的证明文件；

- b. Supplier shall ensure that its employees assigned to fulfill the obligations under this Agreement have true, complete and effective qualifications and relevant skills and experience required by the laws and regulations of the PRC and the requirements of the government in authority. Supplier agrees to accept the supervision of Buyer and will present and provide the evidence for relevant qualifications, skills and experience upon the request of Buyer at any time;

供应商应确保其指派的履行本协议项下义务的员工均具备中国法律法规和主管政府部门要求的从事有关业务应当具备的真实、完整、有效的资质以及从事有关业务的能力和和经验；供应商同意接受买方的监督，并根据买方要求随时出示并提供有关资质、能力和经验的证明文件；

- c. Supplier shall comply with the laws and regulations of the PRC and the requirements of government in authority during the process of fulfilling this Agreement;

供应商在履行本协议过程中应遵守中国法律法规和主管政府部门的要求。

### 3.3 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, the other party shall have the right to terminate this Agreement without undertaking any responsibilities. The breaching party shall compensate the aggrieved party for any actual damages and losses which arise as a result of breach by the breaching party of its representations and warranties.

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，该协议方将被视为实质违反本协议，另一方有权随时终止本协议，而无须承担任何责任。违约方因违反前述陈述和保证义务而给另一方造成损失的，违约方应按照另一方的实际损失承担赔偿责任。

#### **4. RELATIONSHIP 关系**

4.1 This Agreement does not form an authorization granted by Buyer to Supplier for exclusively rendering the Services/Goods as specified in 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/商品授予供应商独家提供上述服务/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要求另一方为其进行信誉担保，代表本协议的另一方或者代表另一方签署合同。

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

供应商的工作人员不会由于履行本协议而被视为买方的员工。供应商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 Supplier 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 Supplier 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 Supplier fails to meet the standards as required by 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 Supplier for breach of this Agreement.

供应商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，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。在供应商不能按照本协议及其附件的约定向买方提供服务，或供应商提供的服务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，以及向供应商主张违约责任。

- 5.2 Buyer is entitled under this Agreement to require Supplier to replace any Working Staff who has been proved to be incompetent to perform obligations under this Agreement. Supplier shall promptly replace the Working Staff upon receipt of Buyer's request for replacement. In the case Supplier 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 Supplier.

买方有权要求供应商更换被证实无法适当履行本协议项下义务的工作人员。供应商应当在收到买方要求更换的通知后及时更换该工作人员。如果供应商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，而无须补偿供应商。

- 5.3 If any Working Staff of Supplier causes damage to Buyer by his/her negligence or intentional action, Buyer is entitled to claim for compensation against Supplier and Supplier 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 Supplier.

在供应商的工作人员由于故意或过失导致买方损害的情况下，买方有权向供应商主张损害赔偿，同时供应商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供应商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 provision of Services and/or Goods as set forth herein and Supplier'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/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/商品范围和供应商的工作量造成实质的变化，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。

- 5.5 Supplier shall, at least five (5) working days in advance of any shipment of any part of or related to Goods herein, inform Buyer in detail of the specifications and conditions of

such shipment and prepare and provide Buyer with related written documents, including but not limited to, packing list and invoice of such shipment. Without Buyer's written confirmation, Supplier shall not send out any shipment on its own discretion. If Supplier fails to comply with this clause, it shall bear and hold Buyer harmless the costs, charges and risks occurred regarding to such unapproved shipment.

供应商应于发运商品或与商品相关的物品前至少五（5）个工作日将货运规格细节和情况通知买方，并向买方提供包括货运清单和发票在内的相关书面文件。未经买方书面同意，供应商不得自行发运。若供应商违反本条款的规定，其应承担由该等未经批准的货运造成的成本、费用和 risk，并赔偿买方遭受的损失。

## **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.

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 Supplier 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供应商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. Supplier shall ensure that the actual amount of fees and 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 Supplier, it shall obtain Buyer's prior written approval for such additional amount(s) prior to the occurrence of the additional fees and expenses. Supplier 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.

供应商应当确保本协议项下的实际价格/费用不应当超出总的合同价格/费用。在供应商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，供应商应当就该额外费用的发生事先获得买方的书面同意。供应商在此同意和确认，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供应商事先获得的情况下，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 Supplier in connection with Supplier'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, Supplier 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/费用包括供应商由于履行本协议而支付的或承担的所有费用，包括但不限于任何差旅费、通讯费、第三方支出以及任何其它费用及支出。除非买方另有明确的书面同意，供应商无权要求买方就合同价格/费用以外的部分对供应商进行补偿或支付。

## 6.2 Payment Terms 付款方式

- a. Supplier 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 Purchasing Order. The tax invoices shall contain Purchasing Order number and the supplier number. Buyer shall settle the due payment to Supplier within thirty (30) working days against the presentation of the invoices. Invoice issues contact of Buyer is:

Telephone Number: (86)22-5880-9604 / (86)22-5880-9619

Email: invoice@atj.volkswagen.com.cn

供应商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。发票应包含采购订单编号及供应商编号信息。买方应当在收到合法有效的税务发票之日起的三十（30）个工作日内向供应商支付相应的款项。买方的发票接收人联系方式如下：

电话号码：(86)22-5880-9604/(86)22-5880-9619

电子邮箱：invoice@atj.volkswagen.com.cn

- b. For overseas payment, due to the fact that such payment is subject to successful conclusion of the legally required tax and foreign exchange procedures in China, Supplier shall timely provide Buyer with documents that may be required by the tax and foreign exchange authorities of China in relation to the payment.

Furthermore, Supplier agrees to exempt Buyer from "late payment penalty" if such late payment is by reasons attributable by the related overseas-payment process, and that such delay is uncontrollable by the Buyer therefore is inevitable, then and such late payment shall not constitute any limitation or prohibition on Buyer to obtain all the legitimate titles and rights of the deliverables.

对于海外付款，由于该类付款要符合中国外汇管理和税务部门的要求，因此对于任何因此需要卖方提交的与本次付款相关的证明文件等，卖方均应当毫不迟疑的进行提供。

另外，卖方确认对于任何由于海外付款流程而导致的无法不受买方控制的，因而是无法避免的延迟付款，卖方将不追究买方责任，且该等延迟付款不会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. Supplier 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.

供应商同意免除买方非由于买方原因造成的任何的延迟付款的责任。买方的该等延迟付款并不构成买方获得本协议项下对相关服务/商品所有合法的权利和权益的限制和禁止。

- d. 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。

- e. If it is agreed by the Parties that Buyer will make a down payment to Supplier amounting EUR 10,000/RMB 100,000 or above, Supplier shall, no later than the payment day of such down payment, provide Buyer with a bank guarantee according to Buyer's requirements and indications.

若经双方同意，由买方向供应商支付预付款且预付款总额超过欧元 10,000/人民币 100,000（含本数），供应商应不迟于预付款支付当日提供符合买方要求的银行保函。

## 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 Supplier shall be payable by Supplier. 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 Supplier 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，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/费用应当包括供应商应当向中国及适用的税务机构缴付的所有税费。

## 8. RIGHTS OF OWNERSHIP 财物及资料所有权

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 Supplier 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 Supplier or its Working Staff). Supplier 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 Supplier’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（而非供应商及其工作人员）所有。未经买方事先书面同意，供应商及其工作人员不得将买方的任何资料（包括供应商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或商品的任何供应商工作人员）。

8.2 Supplier shall ensure that, to the fullest extent possible under laws and regulations of PRC, 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 Supplier pursuant to this Agreement and utilized by Buyer.

供应商应尽一切合法之可能，保证买方对供应商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 Supplier 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. Supplier shall fully indemnify and hold harmless Buyer against any loss, liability, claim or penalty from any third party.

供应商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。供应商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 Supplier 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 Supplier and its Working Staff, Supplier becomes responsible for the safekeeping of these Materials, information or property. Supplier 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.

供应商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。一旦买方转交给供应商前述资料、信息或财产，或供应商及其工作人员为买方完成创作成果，供应商即有义务将相关资料、信息、财产和成果妥善保管。供应商对因供应商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, Supplier shall transfer, assign and make available to Buyer all property and Materials in Supplier's possession or subject to Supplier's control (including all property and Materials in possession of Supplier'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，供应商应当将供应商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 Supplier 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.

供应商同意对其工作人员赋加本第 8 条（财物及资料所有权）及第 9 条（保密条款）约定的同等义务，并对供应商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 Confidential obligor stated herein includes Supplier, onsite Working Staff sent by Supplier to Buyer, and other business personnel of Supplier participating in and being aware of the cooperation with Buyer.

保密义务人包括供应商、供应商派驻买方的工作人员及其参与和了解与买方合作的供应商其他直接业务人员。

9.2 Supplier, on behalf of itself and other confidential obligors, hereby covenants and agrees that Supplier shall:

供应商代表其及其他保密义务人在此承诺及同意:

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. Such information includes but not limits to corporate strategy, product sample or manual, price information and content and consequence of this Agreement;

供应商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规划、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 Supplier 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 Supplier shall ensure that the said third party is made aware of and complies with Supplier'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, Supplier 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, Supplier 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, Supplier shall be liable for any breach of confidentiality by such third party.

供应商不得向任何第三方（包括但不限于未涉及向买方提供服务 and/或商品的任何供应商工作人员）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，但供应商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，供应商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，在供应商根据需知原则披露保密信息前，供应商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，供应商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。尽管有前述规定，供应商应对第三方违反保密义务的行为承担责任。

- 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

供应商不得，亦不得使任何第三方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；及

- d. return to Buyer all Confidential Information then in the possession of Supplier and/or its permitted subcontractor at the termination or expiration of this Agreement. In addition, Supplier shall, at the request of Buyer, return all documents and electronic medias (i.e. disc and USB disc) with Confidential Information provided by Buyer, and delete emails containing such confidential information or save them as encrypted files.

在本协议终止或期满时，供应商应将由供应商或其他保密义务人占有、控制的与本协议相关的所有保密信息归还给买方。并且供应商应根据买方的要求，返还合作期间买方向供应商提供的载有保密信息的全部文件、电子介质（如光盘、U 盘）等，并删除含有该等保密信息的往来电子邮件，或对其加密保存。

- 9.3 The parties agree that the confidentiality obligations stipulated under this Article 9 shall survive the termination of this Agreement.

双方同意本第 9 条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 Supplier 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 Supplier 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 Supplier shall pay to Buyer an additional liquidated damages amounting to 30% of the Contract Price/Fees and Expenses.

如果供应商违反本协议第 3 条陈述与保证的条款，或者迟延提供服务或交付商品，或者服务质量或商品的质量不符合行业标准或本协议约定的要求，买方有权按本协议减少或停止向供应商支付的合同价格/费用，和/或要求供应商返还已支付的合同价格/费用，并且供应商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。

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。

10.3 Within the confidentiality period, if Supplier breaches this Agreement, causing the confidential information of Buyer revealed to the third party, or confidential obligors other than Supplier intentionally or negligently reveal the confidential information, Supplier shall pay to compensate losses of Buyer arising from the disclosure, including but not limited to investigation cost, attorney fee and travel cost arising out of claims for maintaining its own interests.

在保密期限内，如果供应商违反本协议约定，导致其所知悉的买方保密义务为第三方所知悉，或者供应商以外的保密义务人故意或过失导致保密信息泄露，则供应商应赔偿买方的全部损失，包括但不限于买方为维护自身利益，向供应商主张权利所产生的调查费用、律师费和差旅费。

- 10.4 If Supplier, after the termination of the cooperation, fails to return the documents or electronic medias on due time required by Buyer, or Supplier still keeps copies of documents after it is required to return such documents, Buyer has the right to request the documents or electronic medias and all the copies and Supplier shall compensate Buyer for any possible loss thereby caused.

如果供应商在双方合作结束后，没有按照买方要求的期限返还载有保密信息的文件或者电子介质，或者返还后被买方发现仍留存备份文件时，买方有权向供应商索要该文件或电子介质及其所有备份文件，并且供应商应赔偿由此造成的买方的相关损失。

## 11. **Environment, Occupational Health and Safety** 环境、职业健康和安全管理

- 11.1 Supplier shall satisfy or meet the following requirements and provide relevant documents before provision of services (if applicable):

供应商提供服务前必须满足或达到以下要求并根据买方要求提供相应的证明文件（如适用）：

- a. Supplier shall ensure the staff designated to work or provide services in Buyer's factory, including but not limited to the staff employed by Supplier and staff employed by any third party entrusted by Supplier, have been covered by work-related injury insurance and the premiums have been paid by Supplier or the third party. In addition, the staff have had occupational health examination and are certified not suffer from occupational disease or suspected occupational disease and not have occupation taboo to the task or other related disease which does not adapt to the task.

供应商必须确保其安排进入买方厂区施工或提供服务的工作人员，包括但不限于供应商的员工以及供应商委托的第三方员工，均已由其或第三方依法缴纳了工伤保险；均已依法接受职业健康体检，未罹患职业病或疑似职业病，对于即将进行的作业未有职业禁忌或其他不适于进行该作业的疾病。

- b. Supplier and its Working Staff must understand all requirement of this Agreement; enhance the awareness of environment protection, safety production and safety protection. At the same time, Working Staff of Supplier (if any) must accept safety



training and pass the training examination before starting task. The minimum training content is required to include Buyer's Environment, Occupational Health and Safety Management of Contractor, List of Hazardous Task and Permit to Hazardous Task, the requirement regarding environment , occupational health and safety on Supplier's site and other necessary training content defined in national / local regulations. The training must be recorded.

供应商及其工作人员进入买方厂区施工或提供服务前，必须明确本协议的要求，增强环境保护、安全生产和安全防范的意识，同时供应商的工作人员必须接受上岗前安全培训并考核合格，培训内容必须至少包括买方的《分包商环境、职业健康和安全管理规定》、《危险作业清单》、《危险作业施工许可》，买方作业现场的环境、职业健康和安全的有关要求 and 注意事项，以及国家、地方 EHS 法规所规定的其他必要的培训内容，培训必须形成记录。

- c. Supplier shall establish safety management responsibility system and designate a person responsible for safety production, in charge of command, supervision and control of safety production. For any problem regarding environment, occupational health and safety occurred in the process of the performance of this agreement, Supplier shall report to Buyer in time for negotiating the resolution.

供应商必须制定安全管理责任制度，明确安全生产负责人，负责安全生产的指挥、监督和监护，发现任何与环境、职业健康和安全相关的问题应及时向买方报告并与买方协调，处理。

- d. According to the requirements of this Agreement and the actual content of the task, Supplier shall clarify the dangerous work in the process of construction or provision of services, formulate safety precaution measures. Supplier shall fill in Permit to Hazardous Task before they are going to carry out a task defined in List of Hazardous Task and only is allowed to start hazardous task after this permit is approved by both the department in charge of the task and EHS department of Buyer.

供应商应根据本协议的要求和实际作业内容，明确施工或提供服务过程中的危险作业并制订安全防范措施；供应商进行买方提供的《危险作业清单》中所包括但不限于的危险作业前，必须填写买方提供的《危险作业施工许可》报买方项目归属部门及 EHS 部书面批准后方可进行。

- 11.2 Supplier shall strictly comply with Buyer's Environment, Occupational Health and Safety Management of Contractor and other environment, occupational health and safety management related rules and those regulated by Buyer during the course of performance of this Agreement from time to time which Supplier is required to comply

with. Supplier shall implement the laws, regulations concerning the environment, occupational health and safety, mandatory standards for construction operation and services as well as the local regulations at the domicile of Buyer.

供应商必须严格遵守买方的《分包商环境、职业健康和安全管理规定》等环境、职业健康与安全相关管理规定以及在本协议履行过程中买方不时制定并要求供应商遵守的各项规定。供应商应当贯彻执行国家有关环境、职业健康和安全管理法律、法规、有关施工作业和服务的强制性标准以及买方所在地的地方性规定。

- 11.3 If Supplier replaces or supplements its Working Staff in the process of construction or services, Supplier will be responsible for transmitting the environment, occupational health and safety management regulations to such staff and training them, and the training records shall be kept. Buyer has the right to examine the new staff upon their knowledge of the requirements for the environment, occupational health and safety management. Buyer shall have the right to prohibit the unqualified new staff from entering into Buyer's factory to work or provide services.

供应商在施工或提供服务过程中，出现人员更换或增补时，供应商负责将买方的环境、职业健康和安全管理规定向其进行传达和培训，并形成培训记录；买方有权对供应商新增人员进行有关环境、职业健康和安全管理要求的考核，对于考核不合格的新增人员，买方有权禁止其进驻买方厂区进行施工或提供服务。

- 11.4 Supplier must accept the supervision, inspection and management of Buyer in the construction or services on the aspects of the environment, occupational health and safety from time to time, and assist Buyer to make the investigation and settlement of accidents related to the environment, occupational health and safety at any time upon requirements of Buyer. Supplier must rectify immediately according to the rectification requirements put forward by Buyer in the course of inspection. If Supplier violates the environment, occupational health and safety regulations, Buyer has the right to order Supplier to stop the construction or provision of services and to request Supplier to correct within limited period, and reserve the right to take further penalty action to Supplier.

供应商必须随时接受买方相关管理人员对其施工或服务在环境、职业健康和安全管理方面的监督检查和管理，并随时按照买方的要求协助买方对相关环境、职业健康和安全的事故进行事故调查和处理；对买方在检查中提出的整改要求，供应商必须立即整改；供应商人员违反环境、职业健康和安全管理相关规定时，买方有权责令供应商停止施工或提供服务、限期整改，并保留对供应商采取进一步处罚措施的权利。

- 11.5 If Supplier needs to use electricity temporarily in construction or in the process of services, it shall submit a written application to Buyer and go through written approval procedures for temporary use of electricity prior to use.  
供应商在施工或提供服务过程中如需要临时用电，必须向买方提出书面申请，办理临时用电书面审批手续后方可使用。
- 11.6 In the process of construction or services, if Supplier intends to open, close, shield or take other operation to, including but not limited to fire system, power system, cooling system and all kinds of facilities, equipment and ancillary pipelines, safety devices of Buyer, it must obtain permits from relevant management department before operation.  
供应商在施工或提供服务过程中，如果需要对买方的包括但不限于消防系统、供电系统、冷却系统等系统及各类设施、设备及附属的管线、安全装置等进行开启、关闭、屏蔽等操作时，必须获得买方相关管理部门的许可后，方可进行。
- 11.7 Supplier must work in a specified area designated by Buyer. Without approval of relevant department of Buyer, Supplier is prohibited to work or visit beyond the construction or services area designated by Buyer. Supplier is forbidden to use any of Buyer's equipment, facilities and other properties unless getting the permission from Buyer or the occurrence of fire and other emergencies or so regulated under this Agreement.  
供应商必须在买方指定的区域内作业；未经买方相关管理部门批准，供应商严禁到未经买方指定的施工或服务区域参观或作业；除非经买方许可或发生火灾等紧急情况及本协议约定的其他情况，供应商严禁使用买方的任何设备、设施以及其它买方所有的物品。
- 11.8 Any accident related to environment, occupational health and safety occurred due to violation of this Agreement or other related laws and regulations and Buyer's environment, occupational health and safety management regulations by Working Staff designated by Supplier in the process of construction or provision of services and any losses caused to Buyer, the staff arranged by Supplier or other third party, Supplier shall assume all responsibilities and shall make full compensation for the losses of Buyer suffered therefrom. At the same time, Buyer shall have the right at its own discretion to decide whether to terminate this Agreement immediately without assuming any liability for breach of contract. If Supplier fails to complete the project within time limit provided in this Agreement, Supplier shall still bear the related liability for breach of contract to Buyer. If any third party related to the above accident takes action, including but not limited to any charges, litigation or other requests, Supplier shall immediately

disclose to the third party that Supplier is the party should assume responsibilities and shelter Buyer from any investigations or claims, and at the same time compensate any expenses incurred by Buyer.

在施工或提供服务过程中因供应商工作人员违反本协议约定或违反其他相关法律法规及买方的环境、职业健康和安全的任何管理规定而导致发生的环境、职业健康和安全事故及因此给买方及供应商工作人员自身或其他第三方造成的任何损失，由供应商承担全部责任，并赔偿买方因此所受到的全部损失；同时，买方有权依据自身判断决定是否与供应商立即解除本协议，且无需向供应商承担任何违约责任；若供应商因此而延迟本协议所约定的工期，则供应商仍应按照本协议的约定向买方承担相应的违约责任。若任何第三方因上述事故向买方提出包括但不限于任何控告、诉讼或其他请求时，供应商应立即向该第三方披露其为责任承担方，使买方免于受到任何追究或索赔，并同时赔偿买方因此所支付的任何费用。

## **12. FORCE MAJEURE 不可抗力**

12.1 “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 earthquakes, 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，包括根据商业惯例认为是不可抗力的事件。

12.2 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中止，履约期限相应顺延。

12.3 The party claiming Force Majeure shall promptly inform the other party in writing and shall give within three (3) 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（3）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。

- 12.4 In the event of Force Majeure, Buyer and Supplier 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，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。

### 13. TERMINATION 终止

- 13.1 This Agreement shall be effective from the Effective Date and shall expire on the date as set in Purchasing Order, unless otherwise early terminated by either Party in accordance with the terms and conditions of this Contract.

本协议自生效日起生效。除根据本协议的条款和条件由一方解除外，本协议于采购订单所载期限达到时终止。

- 13.2 Any party intending to extend this Agreement shall give a notice in writing to the other party one (1) month prior to the expiry of this Agreement. The term of this Agreement could be extended upon consent by both parties through consultation. Parties shall sign a supplement agreement or resign a contract to confirm the term.

任何一方拟延长合同期限的，应当在合同期限届满前三十（30）个工作日，向另一方发出书面通知，经双方协商一致后，合同期限可予以延长，双方应签署补充协议或重新签署书面协议对合同期限予以确认。

- 13.3 During the term of this Agreement, parties may negotiate to terminate this Agreement in advance. The Agreement shall terminate on the date determined by both parties.

合同期限内，双方经协商决定提前终止本协议的，自双方确定的终止日终止。

- 13.4 Unless otherwise provided in this Agreement, in the case Supplier 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 Supplier; In the case Supplier has commenced to perform the Services/or deliver the Goods, Buyer shall pay Supplier the Contract Price/Fees and Expenses on a proportional basis as consideration of the completed Services or provided Goods. Early termination described under this Article shall be carried out via a Termination Notice sent out by the Buyer to Supplier with its duly authorized personnel's signature(s) and the company

seal and this Agreement will be terminated on the designated termination date stated in such notice or when there is no date specified in the notice, upon delivery of such notice. Any further Service/Goods received by Buyer after the termination date or delivery of the notice will be considered invalid and will not generate a payment obligation of Buyer.

除非本协议另有约定，在供应商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供应商的情况下，以事先发出通知的形式终止本协议；在供应商已经开始履行本协议项下的服务或提供商品时，买方应当就已经履行的服务项目或已交付商品按照比例支付合同价格/费用。本条款下描述的提前终止应当由买方向供应商发送提前终止通知的方式做出，该提前终止通知应当具备买方合法有效被授权人的签名以及公司印章，本协议在提前终止通知中所确认的终止日或者通知中未明确的情况下在送达该通知之日终止。终止后所有再向买方提供的服务和/或商品将被视为无效并且不会使买方产生付款义务。

- 13.5 If Supplier fails to perform the Services/deliver the Goods on schedule due to Force Majeure, and Supplier has provided written notice of the Force Majeure event to Buyer within three (3) working 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 Supplier the Contract Price/Fees and Expenses on a proportional basis as consideration of the completed Services or provided Goods.

如因不可抗力情形造成供应商不能如期履行服务或提供商品，且供应商在发生不可抗力情形之日起的三（3）个工作日内就不可抗力发生向买方提供书面通知，经买方书面确认，服务和商品的交付或提供日期可以延期。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标准，按比例就已经履行的服务项目或已交付商品向供应商支付合同价格/费用。

- 13.6 Either party ("**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 thirty (30) working 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三十（30）个工作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。

13.7 Should Supplier engage in any conduct which, in the reasonable opinion of Buyer, is prejudicial to the image and goodwill of Buyer or Buyer's Affiliates and their products and/or business, Buyer shall have the right to terminate this Agreement with immediate effect with writing notice to Supplier. Upon duly delivery of the termination notice to Supplier, Supplier shall take all necessary actions to suspend the performance of this Agreement.

如果供应商从事任何买方有合理理由认为有损买方及其关联企业良好商誉、品牌形象、产品形象的行为，买方有权在事先书面通知供应商的情形下立即终止本协议。一旦提前终止协议的通知到达供应商并在通知说明的日期生效后，供应商应当立即采取行动终止本协议项下的工作。

13.8 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。

13.9 Upon termination or expiration of this Agreement, Supplier shall transfer, assign and make available to Buyer all property and materials in Supplier's possession or subject to Supplier's control that are the property of Buyer.

本协议期满或终止后，供应商应当将其占有、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。

#### 13.10 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 14 (Governing Law and Dispute Resolution) and Article 15 (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 14 条（适用法律及争议解决条款）以及第 15 条（审计条款）。

#### 14. **GOVERNING LAW AND DISPUTE RESOLUTION 适用法律及争议解决条款**

14.1 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。

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

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。

14.3 In case no agreement can be reached to resolve the dispute, either party shall have the right to submit the dispute to China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration in Tianjin in accordance with the arbitration rules of CIETAC in effect at the time of the application for arbitration. The language of the arbitration shall be Chinese. 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中国国际经济贸易仲裁委员会进行仲裁，仲裁应在天津举行并使用该委员会在接受仲裁申请时的仲裁规则以中文进行，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。

- 14.4 During the period when a dispute is being resolved, each party shall continue to implement the remaining terms of this Agreement except for the matters in dispute or affected by the dispute.

在争议解决期间，除受争议事项或受争议事项影响的部分条款外，双方应根据本协议其他条款继续履行本协议。

## 15. AUDITING 审计

- 15.1 Supplier 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 Supplier, 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 Supplier's premises.

供应商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得两（2）年内到供应商所在地检查双方与本协议相关的往来账目，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。

- 15.2 Supplier shall give Buyer's auditor(s) the opportunity to access for inspection, copying and auditing the application systems used by Supplier for business dealings with Buyer and stored data concerning Buyer in connection with the transactions of this Agreement. Supplier shall make available to Buyer the account documents and system documentation that are to be kept in accordance with laws and regulations of PRC and requirements of this Agreement.

供应商应当允许买方的审计人员进入并检查、复制及审计供应商使用的与买方进行商务往来的应用系统并获取供应商存储的与买方有关的数据。供应商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。

## 16. ASSIGNMENT AND SUBCONTRACTING 转让及分包

16.1 Neither party may assign or sub-contract 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）。

16.2 Subject to Buyer's prior written consent, Supplier 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, Supplier 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，供应商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，供应商就该第三方的工作成果对买方承担责任。

## 17. **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 (6) months after its expiry or termination, Supplier may not, unless 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，供应商不得向买方参与本协议履行的雇员发出招聘要约或单独与其订立服务合同，经买方同意的除外。

## 18. **NON-WAIVER 非弃权**

18.1 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的权利的放弃。

18.2 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。

18.3 A waiver by one party at any time of a breach of any term or obligation of this Agreement committed by the other party shall not be construed as a waiver by such party of any subsequent breach to be committed by the other party, nor shall it be construed as a waiver by such party of its rights under such provision or any of its other rights under this Agreement.

一方在任何时候放弃追究另一方违反本协议项下任何条款或义务的行为，不应视为该方放弃追究另一方以后的违约行为，亦不应视为该方放弃其在该等条款下的权利或其在本协议项下的其他权利。

## 19. **NO PUBLICITY** 协议内容保密

19.1 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 fulfill 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）。

19.2 Supplier shall not use Buyer's or Buyer's Affiliates' logo, trademark or company name and identification of this engagement in connection with Supplier's general lists of customers or in any of Supplier'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，供应商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。

## **20. AMENDMENTS 变更**

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。

## **21. GENERAL PROVISIONS 一般条款**

21.1 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. Parties shall replace the invalid, illegal, or unenforceable provisions by the valid, legal and enforceable provisions that could best reflect the true intention of the original provisions.

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。双方应通过协商以合法、有效和能执行且最能表达原条款本意的条款取代无效、不合法或不能执行的条款。

21.2 The headings of articles are inserted for the convenience of reference only. Any interpretation to define, expand or restrict the contents of terms hereof by means of the headings will be invalid. The true meaning of each of the terms shall be subject to the specific expression of the term.

各条款的标题仅为方便和参考之用，任何通过标题，定义、扩大、限制本协议条款内容的解释行为均无效。每个条款的真实意义应以条款的具体表述为准。

21.3 The terms and conditions of this Agreement as well as the Appendices to this Agreement shall be an integral part of this Agreement and shall constitute an entire agreement between the parties, also if the Appendices are not separately signed by both parties.

本一般条款和条件，以及本协议所有附件是本协议不可分割的组成部分，构成双方的完整协议，即使合同附件没有单独额外签署。

21.4 Each party hereto is an independent contractor and neither party shall be considered to be an agent, representative, joint venture, partner, employee or affiliated company of the other.

本协议各方应视为互为独立的主体，除非另行明确授权，一方不应为被视为另一方的代理人、代表、合营方、合伙人、雇员或关联公司。

- 21.5 The parties may decide through consultation or enter into a supplement agreement to solve the matters uncovered in this Agreement in accordance with applicable PRC laws. Such supplement agreement shall be equally effective with this Agreement.

本协议未尽事宜，由双方根据中国法律协商决定签署书面补充协议，补充协议与本协议具有同等法律效力。

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

本协议同时以中、英文两种语言签署，若两种文本存在不一致之处，则以英文文本为准。

- 21.7 This Agreement shall come into effect from the date of execution by legal representative or authorized representative of each party and affixed the stamps of the parties. The Agreement and its Appendices shall be executed in two counterparts; each party shall hold one original with the same legal effect.

本协议自双方盖章且法定代表人或授权代表签字后生效。本协议与附件各一式两份，双方各持一份，具有同等法律效力。

- 21.8 By executing this Agreement, Supplier acknowledges and agrees to comply with Buyer's "Requirements for sustainable development", please visit below route to read the whole: [www.vwgroupsupply.com>Cooperation>Sustainability](http://www.vwgroupsupply.com/Cooperation/Sustainability).

经签署本协议，供应商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”，该要求的全文请按照如下方式获取：

[www.vwgroupsupply.com>Cooperation>Sustainability](http://www.vwgroupsupply.com/Cooperation/Sustainability)

- 21.9 Supplier undertakes to comply with the Volkswagen Group requirements regarding sustainability in its relationships with business partners (*Code of Conduct for Business Partners*) and report any and all wrongdoing, corruption, or violation of the Code of Conduct for Business Partners discovered in connection with the Services provided under this Agreement in accordance with the Volkswagen Group Ombudsman System by contacting either [IALINE@volkswagen.com.cn](mailto:IALINE@volkswagen.com.cn) or by visiting [http://www.volkswagenag.com/content/vwcorp/content/en/the\\_group/compliance/ombudsman\\_system.html](http://www.volkswagenag.com/content/vwcorp/content/en/the_group/compliance/ombudsman_system.html). Supplier may obtain a copy of the Code of Conduct for Business Partners by contacting Buyer or following the path: [www.vwgroupsupply.com>Cooperation>Sustainability](http://www.vwgroupsupply.com/Cooperation/Sustainability).

供应商承诺遵守大众集团对供应商提出的行为守则（供应商守则），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的过程中的任何的不当行为、贿赂或违反该供应商守则的行为，供应商可以通过联系 [IALINE@volkswagen.com.cn](mailto:IALINE@volkswagen.com.cn) 或访问网页

[http://www.volkswagenag.com/content/vwcorp/content/en/the\\_group/compliance/ombudsman\\_system.html](http://www.volkswagenag.com/content/vwcorp/content/en/the_group/compliance/ombudsman_system.html) 的方式进行报告，并按照以下路径获取供应商守则的副本 [www.vwgroupsupply.com>Cooperation>Sustainability](http://www.vwgroupsupply.com/Cooperation/Sustainability)。

21.10 Supplier 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. Supplier warrants that all of its representations to Buyer are authentic, true and valid.

供应商不得参与任何构成贿赂，包括但不限于行贿、胁迫、共谋或欺诈的行为。供应商保证其对买方做出的所有陈述均为真实、准确的和有效的。

21.11 In the event that Supplier breaches any of its undertakings in Article 21.8, Article 21.9 and Article 21.10, Buyer may terminate this Agreement immediately upon notification to Supplier and Supplier shall indemnify and hold harmless Buyer from any claim, investigation, prosecution, or damages arising from its breach. Notwithstanding Article 10 above, Supplier shall pay to Buyer all costs, damages and lost profits resulting from Supplier's breach.

在供应商违反其在第21.8条、第21.9条和第21.10条中做出的承诺的情况下，买方向供应商发出通知立即终止本协议。供应商应当赔偿并使买方不受由于供应商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，供应商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。