

## INDIRECT MATERIAL GENERAL PURCHASING CONDITIONS FOR GOODS (“IMGPCG”) 间接重大货物通用采购条件(“IMGPCG” )

FOR PURCHASE ORDERS SUBMITTED AFTER JUNE 01, 2022  
适用于 2022 年 06 月 01 日之后提交的采购订单

KONGSBERG AUTOMOTIVE  
康斯博格汽车

### § 1: General; Offer and Acceptance of Contract 总则；合同的要约和承诺

- 1.1 These terms and conditions (“Conditions”) shall apply to all orders or requests for Goods (“Purchase Order”) issued by the affiliate or subsidiary of Kongsberg Automotive ASA (such entity, “Buyer”) in response to which the Supplier provides Goods to Buyer. Other terms and conditions (including Supplier’s standard terms and conditions of Sale or the equivalent) shall not apply to the Purchase Orders unless expressly set forth herein or in another duly executed written agreement between the parties. The Supplier’s execution or commencement of work or delivery pursuant to the Purchase Order shall constitute acceptance of the Purchase Order and these Conditions and a waiver by the Supplier of its own general terms and conditions of sale contained in its quotation, acknowledgement or acceptance of the Purchase Order or similar documents. No addition to or variation or exclusion of these Conditions shall be binding on Buyer unless expressly agreed in writing by an authorized signatory of Buyer.
- 本条款和条件（“本条款”）应适用于供应商向买方提供货物时，Kongsberg Automotive ASA 的关联公司或子公司（“买方”）发出的所有订单或货物请求（“采购订单”）。除非在本协议中或双方正式签署的其他书面协议中明确规定，其他条款和条件（包括供应商的标准销售条款和条件或同等条款）不适用于采购订单。供应商根据采购订单执行、开始工作或交付货物应构成其对采购订单和本条款的接受，并构成供应商对其在报价、采购订单确认书或类似文件中包含的供应商自身的通用销售条款和条件之放弃。除非经买方授权签字人书面明确同意，对本条款的任何增加、修改或排除均不对买方具有约束力。

### § 2: The Goods 货物

- 2.1 The goods to be delivered shall be defined and described in the Purchase Order (the “Goods”), which also includes the purchase price, the quantities to be delivered, applicable standards, packaging, etc.
- 需交付的货物应在采购订单中定义并描述（“货物”），采购订单还包括采购价格、需交付的数量、适用的标准、包装等内容。

### § 3: Time and Place of Delivery 交货时间和地点

- 3.1 The Goods shall be delivered at times or according to call offs issued by Buyer from time to time. The Goods shall unless otherwise agreed be delivered DDP Incoterms 2010, at the

office address of the Buyer or other place designated by the Buyer in the Purchase Order.

货物应按时交付或根据买方不时发出的取消通知取消交付。除非另有约定，货物应以 2010 国际贸易术语解释通则 DDP 方式交付，交付地点为买方办公地址或买方在采购订单中指定的其他地点。

- 3.2 Unless the Purchase Order requires Supplier to manufacture, ship and/or provide a specified quantity of Goods, the Purchase Order shall be deemed a requirements contract, under which Supplier is required to supply Buyer’s requirements which shall be defined as those quantities ordered by Buyer from time to time as described in the delivery schedules issued by Buyer from time to time. The Supplier is obligated to provide Goods to Buyer in at least the quantity and for at least the period specified in any delivery schedules, and Buyer shall have no obligation or liability beyond the quantity specified as firm in such delivery schedules. Any projected or estimated volumes provided by the Buyer to Supplier (including forecasted volumes in any requests for quotation) are for planning purposes only and do not represent a commitment or obligation to purchase the estimated or forecasted volumes. Buyer shall have the right to obtain any portion of the Goods from other sources.
- 除非采购订单要求供应商制造、运输和/或提供特定数量的货物，否则，采购订单应被视为一份采购合同，在该采购合同项下，供应商应当按照买方不时发布的交付时间表中所规定的买方不时订购的数量向买方提供需要的货物。供应商有义务至少按照交付时间表中规定的数量和期限向买方提供货物，买方对超出该交付时间表确定数量的货物无接受的义务或责任。买方向供应商提供任何预测的或估计的数量（包括任何报价要求中的预计数量）仅出于制定计划的目的，不代表买方对购买预测或估计数量的货物进行承诺或具备义务。买方有权从其他来源购买任何部分的货物。

The Supplier has acknowledged that time is of the essence and that it is of outmost importance that the Goods are delivered accurately at the agreed time with the agreed quantity. The Buyer may reject Goods that are delivered earlier or later than the agreed date of delivery or if Goods are delivered with quantities in excess of what is agreed.

供应商承认时间是至关重要的，且最重要的是按照约定的时间和数量准确交付货物。买方有权拒收早于或晚于约定的交付日期交付的货物或超过约定交付数量的货物。

### § 4: Price and Payment 价格和付款

4.1 The prices for the Goods set forth in the Purchase Order are firm and shall not be subject to any increase from the Supplier without Buyer's prior written consent.

采购订单中规定的货物价格为固定价格，未经买方事先书面同意，供应商不得涨价。

4.2 Unless otherwise specified on the Purchase Order, Buyer shall pay the invoiced amounts within thirty (30) days after receipt of the invoice to a bank account nominated in writing by the Supplier.

除非采购订单中另有规定，买方应在收到发票后三十（30）天内将发票金额支付至供应商书面指定的银行账户。

4.3 In the event that invoice is incorrect or lacks appropriate details of the delivered Goods, Buyer shall be entitled to withhold the part of the invoiced amount that is disputed provided that a notice is submitted within the date when the invoiced amount otherwise would fall due for payment stating the reason for withholding of the disputed amount in reasonable detail.

如果发票不正确或缺少所交付货物的适当细节，买方有权扣留发票中有争议的部分金额，条件是应在发票金额到期支付的时间内发出通知，合理详细地说明扣留争议金额的原因。

## § 5: Warranties

### 保证

5.1 The Supplier warrants that:

供应商保证：

a) All Goods shall conform with all drawings, descriptions and specifications, shall conform with any and all performance specifications stated or referred to by the Supplier, shall be of satisfactory quality and fit for their intended uses and free from all defects, apparent or hidden, including, but not limited to, defects in design, materials and workmanship and defects resulting in poor performance of the Goods; and

所有货物应符合所有的图纸、说明和规格，应符合供应商声明或提及的所有性能规格，应具有令人满意的质量并适用于其预期的用途，无任何表面上的或隐藏的缺陷，包括但不限于设计、材料和工艺的缺陷以及导致货物性能不良的缺陷；以及

b) the Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods including, but not limited to, all the applicable safety, environmental and export regulations of the United States, European Union and all other applicable countries and regions.

供应商应遵守所有与货物生产、包装、装箱和运输有关的适用法规或其他法律要求，包括但不限于美国、欧盟和所有其他适用国家和地区的所有适用的安全、环境和出口法规。

5.2 The duration of the warranty period shall be of 36 months from delivery to Buyer. This warranty shall apply equally to any replacement, repair or substitute or remedial Goods provided by the Supplier.

质保期为自货物交付给买方之日起 36 个月。该质保同样适用于供应商提供的任何替换的、修理后或替代的或补救的货物。

5.3 The Supplier waives any plea of delayed notifications of defects. Buyer's input into the design, drawing, material,

process or specifications for the Products, or any approval thereof, does not relieve Supplier of its obligations under these Conditions.

供应商放弃对延迟通知缺陷的任何抗辩。买方对产品的设计、图纸、材料、工艺或规格的投入或任何对其的批准，并不免除供应商在本条款下的义务。

## § 6: Delay in delivery

### 延迟交付

6.1 In the event that the Supplier has reason to believe that the Goods will be likely to be delayed, Supplier shall immediately notify Buyer of the delay and indicate a revised time of delivery. The Buyer may in such event order expedited delivery at the cost of Supplier, hereunder that the Goods shall be sent by airfreight.

如果供应商有理由相信货物可能会延迟交付，供应商应立即将延误通知买方，并说明修改后的交货时间。在此情况下，买方可根据本条款要求由供应商自担费用进行加速交付，在此情况下货物应通过空运发送。

6.2 The Buyer shall further in the event of delay in delivery be entitled to liquidated damages for delay amounting to 1.5% of the Purchase Price of the delayed part of the Goods for each day of delay up to a maximum of 20% of the Purchase Price of the delayed Goods.

在延迟交付的情况下，每延迟一日，买方有权获得延迟交付货物采购价格的 1.5% 作为延迟交付违约金，该笔最高不超过延迟交付货物采购价格的 20%。

6.3 The Buyer shall further be entitled to damages in the event of delay in delivery covering losses and costs incurred as a direct consequence of the delay, hereunder extra costs incurred by purchasing similar goods from a third party and damages and compensation paid to Buyer's customers due to delay in Buyer's deliveries. Any liquidated damages that may be paid by the Supplier further to this article 6.3 shall be deducted from damages according to article 6.2.

在延迟交付的情况下，买方还有权进一步获得损害赔偿，包括延迟交付直接导致的损失和费用、根据本条款从第三方购买类似货物的额外费用以及由于买方延迟交付而支付给买方客户的违约金或损害赔偿。供应商根据第 6.3 条向买方支付的损害赔偿应扣除第 6.2 条项下的违约金。

6.4 For the event that delay in delivery lasts more than 20 days, the Buyer shall be entitled to withdraw the Purchase Order with immediate effect by written notification to Supplier. Withdrawal shall not affect Buyer's right to damages and liquidated damages according to articles 6.2, 6.3 and 7.

在延迟交付超过 20 天的情况下，买方有权以书面通知供应商的方式立即撤销采购订单。该撤销不影响买方根据第 6.2 条、第 6.3 条和第 7 条获得违约金和损害赔偿的权利。

## § 7: Defects in Quality

### 质量缺陷

7.1 Goods that at delivery do not fulfil the contractual requirements with regard to quality according to article 5 above are considered defective (the "Defective Goods").

在交货时，如果货物的质量不符合上述第 5 条的合同要求，则视为有瑕疵（“瑕疵货物”）。

7.2 The Buyer may reject any Defective Goods.

买方可以拒收任何瑕疵货物。

7.3 The Supplier shall on the Buyer's demand rectify or re-deliver any Defective Goods at its own cost.

供应商应根据买方的要求自费修复或重新交付任何瑕疵货物。

7.4 The Buyer shall further be entitled to damages covering losses and costs incurred as a direct consequence of the default hereunder extra costs incurred by purchasing similar goods from a third party and damages and compensation paid to Buyer's customers due to the Defective Goods.

买方还有权进一步获得损害赔偿，包括由于供应商违反本条款直接导致的损失和费用、根据本条款从第三方购买类似货物的额外费用以及由于瑕疵货物而支付给买方客户的损害赔偿和补偿金。

7.5 For the event that the Supplier fails to re-deliver or to rectify any Defective Goods within 14 days from the date when Buyer notifies Supplier about the Defective Goods, Buyer may by written notification to the Supplier withdraw the Purchase Order with immediate effect.

如果供应商未能在买方通知供应商瑕疵货物之日起 14 天内重新交付或修复任何瑕疵货物，买方可以书面通知供应商撤回采购订单，该通知立即生效。

## § 8: Indemnification

### 赔偿

8.1 The Supplier shall keep Buyer indemnified in full against all liabilities (which include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damage, costs and expenses awarded against or incurred or paid by buyer as a result of or in connection with:

供应商应全额赔偿买方由于以下情况或与以下情况相关而被判负的、遭受或支付的所有责任（包括但不限于利润损失、业务损失、商誉损失和类似损失）、损失、损害、费用和支出：

- a) the Supplier's failure to perform its warranty obligations;  
供应商未能履行其保证义务；
- b) any infringement or alleged infringement of any intellectual property rights caused by any kind of uses, including, but not limited to, the offer, manufacture or supply of the Goods; and  
因任何种类的使用，包括但不限于货物的提供、制造或供应，而导致的对任何知识产权的侵权或涉嫌侵权；以及
- c) any claim made against Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by Buyer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the delivered Products as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Supplier's obligations under the Order or these Conditions (e.g. any delivery delay or claim against Buyer in connection with a recall campaign caused by Defective Goods or the replacement of such Defective Goods or the consequences of Defective Goods to other parts or to individuals).

向买方提出的任何索赔，包括买方雇员或代理人、客户或第三方遭受的任何责任、损失、损害、伤害、成本或支出，如果该等责任、损失、损害、伤害、成本或支出是由于供应商直接或间接违反或疏忽履行其在采购订单或合同条件下的义务或由所交付的产品引起

的、与之相关的或由其产生的（例如，任何交付延迟，或因瑕疵货物或更换该等瑕疵货物或瑕疵货物对其他部分或个人造成的后果而引起的召回活动中对买方的索赔）。

8.2 The Supplier shall indemnify and hold the Buyer harmless from any product liability claim, loss, damages or cost including damage to property, bodily injury to any person or loss of life caused by the Goods.

对于因货物引起的任何产品责任索赔、损失、损害或费用（包括财产损失、任何人的人身伤害或生命损失），供应商应赔偿买方，并使其免受损害。

8.3 The Supplier shall indemnify and hold the Buyer harmless from any claim cost loss or damages on basis that the Goods infringe any intellectual property of a third party.

供应商应赔偿买方并确保买方免受任何基于货物侵犯任何第三方知识产权而引起的索赔费用损失或损害。

Supplier's obligation to indemnify Buyer is conditional upon Buyer notifying Supplier without undue delay of any claims, costs and losses as mentioned in article 8.1 and 8.2 above. The Buyer may not enter into any form of settlement or similar agreement with any third party regarding any that are subject to indemnification mentioned in article 8.1-8.2 above without Supplier's prior written consent.

供应商赔偿买方的义务以买方及时通知供应商上述第 8.1 和 8.2 条中提及的任何索赔、费用和损失为条件。未经供应商事先书面同意，买方可以不与任何第三方就任何上述第 8.1-8.2 条中提及的赔偿范围内的任何事项达成任何形式的和解或类似协议。

## § 9: Force Majeure

### 不可抗力

9.1 Neither Party shall be liable for, nor shall it be considered in breach of these Conditions due to any failure to perform its obligations under the Conditions to the extent that performance is hindered by a cause beyond its control, which was not foreseeable when Purchase Order was accepted and which is not possible to overcome by the use of reasonable means hereunder including but not limited to: any act of God or a public enemy or terrorist and measures taken by any authority to prevent or fight acts of terrorism, act of any military, civil or regulatory authority, fire, flood, earthquake, storm or other similar natural disasters.

如果任何一方因无法控制的原因而未能履行其在本条款条件下的义务，且该等原因在接受采购订单时是不可预见的，且无法通过合理的方式克服的，则无需承担违约责任。该等原因包括但不限于：因任何天灾或公敌或恐怖分子以及任何当局为防止或打击恐怖行为而采取的措施；任何军事、民事或监管部门的行为；火灾、洪水、地震、风暴或其他类似自然灾害。

9.2 The Party claiming to be affected by Force Majeure shall notify the other Party in writing without delay of any event of Force Majeure or circumstances that with likelihood can develop into a force majeure situation.

声称受到不可抗力影响的一方应及时书面通知另一方不可抗力事件或可能发展为不可抗力的情况。

9.3 Both Parties may terminate the Purchase Order by written notification with immediate effect if the Force Majeure situation lasts in excess of 30 days.

如果不可抗力持续超过 30 天，双方可以通过书面通知立即终止采购订单。

9.4 Each Party carries its own costs and losses incurred by the force majeure situation.

每一方各自承担其因不可抗力而产生的费用和损失。

#### § 10: KA Code of Conduct

##### KA 行为准则

10.1 Supplier has familiarized itself with Kongsberg Automotive's Code of Conduct and undertakes to fully comply with it in Supplier's dealings with the Buyer. Supplier will further be requested to sign Kongsberg Automotive's Supplier Declaration that the Supplier has familiarized with and accepts that failure to comply will be considered as substantial breach of these Conditions and that Buyer may terminate the Purchase Order in full or in part with immediate effect for such breach.

供应商已经熟悉了康斯博格汽车的行为准则，并承诺在与买方的交易中完全遵守该准则。供应商应进一步被要求签署其已知悉的康斯博格汽车的供应商声明，并同意如不遵守将被视为对本条款的实质性违反，买方可以因该等违反立即全部或部分终止采购订单。

#### § 11: Term

##### 期限

11.1 The term of the Purchase Order shall unless otherwise agreed in writing run from the day of execution for an initial period of two years (the "Initial Period") whereafter it shall be prolonged for subsequent consecutive one year periods unless it is terminated by either Party by written notification to the other Party served no later than a date which is three months prior to expiration of the Initial Period or a later one year period as the case may be.

除非另行书面约定，采购订单的期限应自签署日起两年（“初始期限”），其后应延长连续的一年，但一方不迟于初始期限届满前三个月或初始期限之后的一年期届满前三个月（视具体情况而定）书面通知另一方终止采购订单的情况除外。

#### § 12: Parties to the supply relationship

##### 供应关系的双方

12.1 Supplier agrees that all group companies in KA shall be entitled to purchase goods at the same prices and terms and conditions as agreed in the Purchase Order. The obligation to fulfil the specific Purchase Order shall however rest exclusively with the contracting KA company.

供应商同意，所有 KA 集团公司均有权按照采购订单中约定的相同价格、条款和条件购买货物。但是，履行具体采购订单的义务仅由签订采购订单的 KA 公司承担。

#### § 13: Law and Dispute Resolution; Language

##### 适用法律和争议解决；语言

13.1 The Purchase Order and the Terms shall be exclusively governed by the laws of the country where the Buyer is domiciled.

采购订单和本条款仅适用买方所在国的法律。

13.2 Each of the parties irrevocably agrees that the courts where the Buyer is domiciled shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection

with the Purchase Order or these Conditions or its formation or validity.

各方不可撤销地同意，买方所在国的法院应具有排他性管辖权，审理并判决任何由采购订单、本条款或其成立或有效性引起的或与之相关的诉讼、行为或程序，并/或解决任何争议。

13.3 The Terms are written in English and translated into Chinese. In case of any discrepancy, the English version shall prevail.

本条款以英文与中文书就。如中英文不一致的，以英文为准。