

GENERAL PURCHASING CONDITIONS

通用采购条件

KONGSBERG AUTOMOTIVE GROUP

康斯博格汽车集团



WE DRIVE THE GLOBAL TRANSITION TO SUSTAINABLE MOBILITY.

我们推动全球向可持续交通转型。



§ 1 GENERAL; OFFER AND ACCEPTANCE OF CONTRACT

通用：合同的提供和接受

- 1.1. The attached purchase order and any other purchase order ("Order") issued by the affiliate or subsidiary of Kongsberg Automotive ASA identified on the face of the Order ("Buyer") is Buyer's offer to the Supplier identified on such Order and its applicable affiliates and subsidiaries ("Supplier") to enter into an agreement for the purchase of goods and/or services described in the Order (together, the "Goods"), and incorporates and is governed exclusively by these terms and conditions (collectively, the "Terms").

所附的采购订单及在订单上标明由 Kongsberg Automotive ASA 附属公司或子公司（“买方”）发出的任何其他采购订单（“订单”），均是买方向订单上标明的供应商及其适用的附属公司和子公司（“供应商”）提供的，用于订立采购订单所述货物和/或服务的采购协议（统称“货物”）的要约，且该要约包含该等条款和条件（统称该等“条款”）并仅受其管辖。

- 1.2. The Order supersedes all prior or contemporaneous agreements, orders, quotations, proposals and other communications, terms or conditions between Buyer and Supplier regarding the Goods, and the Order does not constitute an acceptance of any offer or proposal made by Supplier. Any Supplier quotation, proposal, response, counter-offer or similar undertaking relating to the Goods or otherwise is expressly rejected and is replaced in its entirety by the offer made through the Order. Notwithstanding the foregoing, the terms and conditions set forth in Buyer's Request for Quotation shall be incorporated by reference herein.

该订单取代买方和供应商之间所有先前或同期的货物相关协议、订单、报价、提议和其他沟通、条款或条件。该订单不构成对于供应商提出的任何要约或建议书的接受。与货物或其他相关的任何供应商报价、提议、响应、还盘或类似承诺均被明确拒绝，并被通过订单发出的要约全部取代。尽管有上述规定，买方报价书中规定的条款和条件应通过引用纳入到本文件中。

- 1.3. Supplier has read, understands and fully accepts the Order and these accompanying Terms, and a binding contract shall be deemed to have been created upon Supplier doing any one of the following: (a) shipping any Goods to Buyer, (b) commencing any work under the Order, (c) accepting the Order in writing or otherwise, or (d) undertaking any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order. Supplier's acceptance of the Order is expressly limited to these Terms and the description of the Goods on the face of the Order, however, no purported acceptance of the Order on any terms or conditions which modify, supersede, supplement or otherwise alter these Terms shall be binding upon Buyer and such terms or conditions shall be deemed rejected and replaced by these Terms, unless Buyer expressly accepts such other terms or conditions in a written instrument signed by an authorized representative of Buyer notwithstanding Buyer's acceptance of or payment for any shipment of Goods or other act by Buyer.

供应商已阅读、理解并完全接受订单和该等附带条款，并且在供应商开展以下任何一项工作时，应视为已经订立具有约束力的合同：（a）向买方运送任何货物，（b）根据订单开展任何工作，（c）以书面或其他方式接受订单，或（d）以任何其他行为确认存在与订单标的相关的合同。供应商对订单的接受明确地限于该等条款以及订单上的货物描述，但是，基于修改、取代、补充或以其他方式更改的任何条款或条件认定已获接受的订单对买方没有约束力，且该等条款或条件应被视为被拒绝并由附带条款取代。买方在买方授权代表签署的书面文件中明确接受这些其他条款或条件的情形除外，无论买方是否接受或支付了任何货物运输或买方的其他行为。

- 1.4. Supplier expressly acknowledges that Kongsberg Automotive ASA, an enterprise registered in Norway with organization number 942 593 821 ("Kongsberg Automotive") or any affiliate or subsidiary thereof may from time to time coordinate purchasing goods and services for Buyer, including issuing orders containing the name or logo of Kongsberg Automotive. Accordingly, Supplier acknowledges and agrees that the Order shall be binding only on the specific Buyer identified on the face of this Order as the purchaser of the Goods, and that neither Kongsberg Automotive nor any of its affiliates or subsidiaries, except for Buyer, shall be parties to or guarantors of any obligations or liabilities of Buyer under the Order.

供应商明确承认，在挪威注册的公司 Kongsberg Automotive ASA（组织编号 942 593 821，“Kongsberg Automotive”）或其任何附属公司或子公司可不时协助买方采购货物和服务，包括发布包含 Kongsberg Automotive 名称或徽标的订单。因此，供应商承认并同意，该订单仅对本订单明确确定为货物买方的特定买



方具有约束力，除买方外，Kongsberg Automotive及其任何附属公司或子公司均不得成为买方在该订单项下的任何义务或责任的当事人或保证人。

§ 2 QUANTITY; DELIVERY SCHEDULES AND TIME PERIOD OF THE ORDER

数量；交货时间表和订单时间段

- 2.1. The quantity and delivery dates of Goods applicable for the Order shall be as stated on the Order, as supplemented on Buyer's Delivery Schedules applicable to the Order.

适用于订单的货物数量和交货日期应按照订单上的规定，并在适用于订单的买方交货时间表中进行补充。

- 2.2. Unless the Order requires Supplier to manufacture, ship and/or provide a specified quantity of Goods, the 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 written Delivery Schedules issued by the Buyer from time to time. Subject to Section 2.5 below, the quantity specified may be for up to one hundred percent of Buyer's requirements for the Goods, however, notwithstanding anything to the contrary in the Order, 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. Unless the Order specifically provides that Supplier shall produce one hundred percent of Buyer's requirements for the Goods, Buyer shall have the right to obtain any portion of the Goods from other sources. Buyer's requirements are determined by the needs of Buyer's customers and such needs may change from time to time. 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.

除非订单要求供应商制造、装运和/或提供特定数量的货物，否则订单应被视为需求合同。根据该合同，供应商应为买方提供需求货物，买方的需求货物数量应定义为在买方不时发布的书面交货时间表中描述的那些数量。除非下文第2.5条另有规定，所规定的数量可以百分之百达到买方对货物的要求，但是，尽管订单中有任何相反的规定，供应商有义务至少按照交货时间表中规定的数量和期限内向买方提供货物，对于在交货时间表中规定的数量之外的货物，买方没有其他义务或责任。除非订单明确规定供应商应百分之百为买方的货物需求生产，否则买方有权从其他来源获得货物的任何部分。买方的需求取决于买方客户的需求，这种需求可能会不时发生变化。买方向供应商提供的任何计划或预计数量（包括任何报价请求中的预计数量）仅用于规划之目的，不代表购买计划或预计数量的承诺或义务。

- 2.3. New Delivery Schedule/s or amendments thereto issued by Buyer shall become binding provided the Supplier does not reject them within two (2) Days of their receipt. The Supplier Logistics Manual (https://www.kongsbergautomotive.com/for_suppliers/purchasing-conditions-and-manuals/) forms an integral part of these Terms.

如果供应商在收到后两（2）天内未拒绝，买方新发布的交货时间表或对该等时间表的修订应为具有约束力。供应商物流手册（https://www.kongsbergautomotive.com/for_suppliers/purchasing-conditions-and-manuals/）是本条款的一部分。

- 2.4. Unless earlier terminated as provided herein, the Order has an initial term of twenty four (24) months from its issuance (the "Initial Term"). At the end of the Initial Term, unless either party has notified the other party in writing at least twelve (12) months prior to the last day of that term that it wishes to terminate the Order (in which case the Order terminates at the end of the Initial Term), the Order extends automatically by a further period of twenty four (24) months and thereafter shall continue to be automatically extended by further periods of twenty four (24) months, until terminated in accordance with the other Sections of these Terms or upon written notice served at least twelve (12) months prior to the end of the then current period of the Order.

除非此处规定提前终止，否则订单的初始期限为自发布之日起二十四（24）个月（“初始期限”）。在初始期限结束时，除非任何一方在该期限最后一天之前至少十二（12）个月书面通知另一方其终止订单（在这种情况下，订单在初始期限结束时终止）的意愿，否则订单将自动再延长二十四（24）个月，此后将继续自动再延长二十四（24）个月，直到根据该等条款的其他部分终止订单，或在订单当前期限结束之前至少十二（12）



个月送达书面通知。

- 2.5. For purchases made by Kongsberg Automotive's affiliates and subsidiaries incorporated in the United States ("KANA") or to any KANA plant in Mexico, the terms of this Section shall apply in lieu of the terms set forth in Sections 2.2 and 2.4 above:

对于Kongsberg Automotive在美国注册的附属公司和子公司（“KANA”）或在墨西哥的任何KANA工厂进行的采购，本节的条款应取代上文第2.2和2.4节所述的条款：

- a) Unless some other amount is set forth on the front of the Order, the quantity shall be no less than eighty percent (80) of Buyer's requirements for the Goods, however, notwithstanding anything to the contrary in the Order, Supplier is obligated to provide Goods to Buyer in at least the quantity and for at least the period specified in any Delivery Schedule/s.
除非订单正文中指明了其他数量，否则，购买数量应不低于买方对货物需求的百分之八十（80）。但是，即使订单有任何相反规定，供应商仍有义务至少按照任何交货时间表所规定的数量和交货期限向买方提供货物。
- b) Subject to Buyer's termination rights, this Order is binding on Buyer and Supplier for the length of the production life of the applicable original equipment manufacturer ("OEM") vehicle program for which Buyer intends to incorporate the Goods. Supplier acknowledges and assumes the risk of the vehicle program production life being cancelled or extended by the OEM. Notwithstanding the foregoing, if an expiration date or time period is specified on the Order, the Order is binding until such expiration date or end of such time period, subject to Buyer's termination rights.
在买方的终止权利的前提下，此订单在买方计划纳入货物的相关原始设备制造商（“OEM”）车辆计划的生产寿命内对买方和供应商具有约束力。供应商确认并承担OEM取消或延长车辆计划生产寿命的风险。尽管有前述规定，如果在订单上指定了到期日期或时间期限，则受限于买方的终止权利，该订单在此到期日期或期限结束内具有约束力。
- c) If the Goods are not directly or indirectly associated with a specific OEM vehicle program life, then, subject to Buyer's termination rights, this Order is binding on Buyer and Supplier for one (1) year from the date of this Order and will automatically renew for successive one (1) year periods after the initial term, unless the Supplier provides notice to Buyer, no less than one hundred and eighty (180) Days prior to the end of the current term, of Supplier's desire that this Order not be renewed, provided that, Buyer may extend the term of this Order for such period of time beyond the initial or current term as Buyer deems necessary, acting reasonably and in good faith, to procure an alternate source of supply of the Goods that is acceptable to Buyer and to ensure an orderly transition of supply.
如果货物与特定的OEM车辆计划寿命没有直接或间接关联，那么，鉴于买方享有终止权，本订单自生效之日起一（1）年内对买方和供应商具有约束力，并将在初始期限后一（1）年自动续订，但供应商在当前期限结束前至少一百八十（180）天向买方发出通知，说明其不希望续订本订单的情形除外，前提是买方可将本订单的期限延长至买方认为必要的初始或当前期限之后，并通过采取合理和善意的行动获得买方可接受的替代货源，并确保有序的供货过渡。

§ 3 CHANGES

变更

- 3.1. Buyer reserves the right to direct changes, or to cause Supplier to make changes, to designs, drawings, specifications, samples, descriptions, methods of packing, shipping, labeling and the date or place of delivery of the Goods covered by the Order. Buyer also reserves the right to otherwise change the scope of the work covered by the Order, including work with respect to inspection, testing or quality control. Buyer may also direct the supply of raw materials from itself or from third parties. Any such changes shall be deemed not to affect the time for performance or the cost under the Order, unless Supplier provides Buyer with written notice of, including reasonable evidence supporting, a claim for price or delivery adjustment based solely on such change, within ten (10) Days after Buyer's notice to Supplier of such change. Supplier shall promptly comply with and implement any change ordered by Buyer regardless of whether Supplier has or intends to notify Buyer of consequences of the



change and regardless of whether the Parties may not be in agreement with regard to the impact of such changes. The Parties shall as soon as possible start discussions in good faith to reach agreement on the consequences of any changes. In no case will Buyer be bound by any Supplier request or demand for a change in price, delivery time or other term unless first approved in writing by an authorized representative of Buyer.

买方保留对订单所涵盖的货物设计、图纸、规格、样品、说明、包装方法、运输、标签和交货日期或地点进行直接变更或促使供应商进行变更的权利。买方还保留以其他方式改变订单所涵盖的工作范围的权利，包括检验、测试或质量控制方面的工作。买方也可以直接供应原材料或由第三方供应原材料。任何此类变更应被视为不影响订单项下的履约时间或成本，除非供应商在买方通知供应商此类变更后十（10）天内向买方提供书面通知，包括合理证据支持，基于此类变更提出价格或交货调整要求。无论供应商是否已经或打算将变更的后果通知买方，也无论双方是否就此类变更的影响达成一致意见，供应商都应立即遵守并执行买方所命令的任何变更。双方应尽快真诚地开始讨论，就任何变更的后果达成协议。供应商要求变更价格、交货时间或其他条款的，除非得到买方授权代表的书面批准，否则买方在任何情况下都不受供应商此等变更要求的约束。

- 3.2. Supplier will not make any change in the Goods' design, material, specifications, processing, packing, marking, shipping, price or date or place of delivery or manufacturing except at Buyer's written instruction or with Buyer's prior written approval signed by an authorized representative of Buyer.

未经买方书面指示或经买方授权代表签署买方事先书面批准文件，供应商不会对货物的设计、材料、规格、加工、包装、标记、装运、价格、日期或交货地点或货物制造进行任何更改。

§ 4 TERMINATION

终止

- 4.1. Buyer may terminate immediately all or any part of each Order, without any liability to Supplier and Supplier shall reimburse Buyer for all costs incurred by Buyer in connection with any of the following, including without limitation attorney's and other professional fees, if the Supplier: (a) repudiates, breaches or threatens to breach any of the terms of the Order, provided that Supplier is unable to remedy that breach within five (5) Days of written notice from Buyer; (b) fails or threatens not to deliver Goods or perform services in connection with the Order; (c) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper completion or delivery of Goods; (d) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of Goods for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Supplier; or (e) becomes insolvent, set under receivership or bankruptcy or insolvency proceedings of any nature are commenced in relation to Supplier. 如果供应商出现以下情况，买方可立即终止每份订单的全部或任何部分，且无需就此向供应商承担任何责任；供应商应赔偿买方因以下任何一项而产生的所有费用，包括但不限于律师费和其他专业费用：(a) 拒绝、违反或可能违反订单的任何条款，且供应商无法在收到买方书面通知后五（5）天内纠正违约行为；(b) 未能或可能不交付与订单有关的货物或提供与订单有关的服务；(c) 未能取得进展或未能满足合理的质量要求，从而危及货物的及时、妥善完成或交付；(d) 订立或提议订立交易，包括出售其用于为买方生产货物的大部分资产，或合并、出售或交换股票或其他股权，从而导致供应商控制权的改变；或(e) 无力偿债、被接管或破产或任何性质的无力偿债程序已针对供应商启动。
- 4.2. In addition to any other rights of Buyer to terminate the Order, Buyer may at its option, immediately terminate for convenience all or any part of any Order at any time and for any reason by giving written notice to Supplier. Upon termination by Buyer for convenience under this Section, Buyer shall pay to Supplier the following amounts without duplication: (a) the Order price for all finished Goods which conform to the requirements of the Order and not previously paid for; (b) Supplier's reasonable actual cost of the work-in-process and parts and materials duly transferred to Buyer in accordance with this Section; and (c) Supplier's reasonable actual cost incurred by canceling its subcontracts. Buyer shall not be liable for and shall not be required to make payments to Supplier, directly or on account of claims by Supplier's subcontractors, for any other alleged losses or costs, whether denominated as loss of anticipated profit, unabsorbed overhead or, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, general and administrative burden charges resulting from termination of the Order or otherwise. Within twenty (20) Days after the effective date of termination for convenience under this Section, Supplier shall furnish to



Buyer its claim for compensation, which shall consist exclusively of the items of Buyer's obligation to Supplier that are listed above, together with all supporting data. Any Supplier compensation claim after said twenty (20) Day period will not be considered by Buyer. Buyer may audit Supplier's records before or after payment to verify amounts requested in Supplier's termination claim. Notwithstanding anything herein to the contrary, Buyer's obligation to Supplier upon termination for convenience pursuant to this Section shall not exceed the obligation Buyer would have had to Supplier in the absence of termination.

除买方终止订单的任何其他权利外，买方可随时以书面形式通知供应商，立即终止订单的全部或任何部分。在买方为了便利而根据本节终止合同后，买方向供应商支付以下金额，但不得重复计算：(a) 符合订单要求且先前未付款的所有成品订单价格；(b) 供应商按照本节规定正式转移给买方的在制品和部件及材料方面的合理实际成本；(c) 供应商因分包合同取消而产生的合理实际成本。对于因终止订单或其他原因而引起的任何其他声称的损失或成本，无论是预期利润损失、未分配的间接费用，还是索赔利息、产品开发和工程成本、设施和设备重新配置成本或租金、未摊销折旧成本、一般和行政负担费用，买方向供应商不承担责任，也不需要直接或因供应商分包商的索赔而向供应商付款。在为了便利而根据本节提出终止订单的生效日期后二十(20)天内，供应商应向买方提出索赔，索赔内容应仅包括上述买方对供应商的义务项目以及所有支持性数据。买方将不考虑供应商在上述二十(20)天期限后提出的任何索赔。买方可在付款前或付款后审核供应商的记录，对供应商在订单终止索赔单中要求的金额进行核实。尽管有任何相反的规定，但在买方为了便利而根据本节提出终止任何订单时，其对供应商履行的义务不得超过买方在没有终止的情况下对供应商的义务。

- 4.3. Upon receipt of notice of termination pursuant to the Sections above, Supplier, unless otherwise directed in writing by Buyer, shall: (a) terminate immediately all work under the relevant Order (to the extent, if any, specified in the termination notice); (b) transfer title and deliver to Buyer the finished work, the work-in-process, and any Buyer owned Tooling, parts and materials (including without limitation raw materials) which Supplier produced or acquired and which Buyer requests; (c) settle all claims by subcontractors, if any, for reasonable actual costs that are rendered unrecoverable by such termination and forward such costs to Buyer insofar as they are covered by Buyer's material authorization; (d) take actions reasonably necessary to protect Buyer property in Supplier's possession; and (e) upon Buyer's request, cooperate with Buyer in effecting the re-sourcing of the Goods covered by the Order to a different supplier designated by Buyer. Buyer shall have the right at any time after termination to inspect and/or take possession of all unused raw materials, finished work, and work in process or Tooling in the possession of Supplier and owned by Buyer.

除非买方另有书面指示，供应商在收到根据上述章节发出的订单终止通知后，应：(a) 立即终止相关订单项下的所有工作（如果有，依照终止通知中规定的范围执行）；(b) 转让所有权，并向买方交付供应商生产或获得的、买方要求的已完成工作、在制品和买方拥有的任何工装、部件和材料（包括但不限于原材料）；(c) 解决分包商对于因订单终止而无法收回的合理实际成本提出的所有索赔（如有），并在买方实质性授权范围内将此类成本转交给买方；(d) 采取合理必要的行动，保护供应商保管的买方财产；(e) 应买方要求，与买方合作，针对订单所涵盖的货物重新向买方指定的供应商下订单。在订单终止后，买方有权在任何时间内检查和/或接管供应商代为保管但归买方所有的所有未使用原材料、已完成工件、在制品或工具。

- 4.4. Upon the expiration or earlier termination of an Order for whatever reason, Supplier agrees to take such actions as may be reasonably requested by Buyer to transition the supply of Goods from Supplier to an alternative supplier.

在订单因任何原因到期或提前终止时，供应商同意采取买方合理要求的行动，将供货事宜转移给替代供应商。

§ 5 DELIVERY TIMES AND DELAY

交货时间和延误

- 5.1. Supplier acknowledges that delivery times and quantities are of the essence and Buyer may reject and/or return at Supplier's expense any delivery of Goods or part thereof received before or after the delivery date or in excess of the quantity specified in the Order and/or Delivery Schedules. Supplier shall deliver the Goods on a "just-in-time" basis, that is, at an appointed time of delivery immediately prior to standard production without delay, such time and timing to be set out in the applicable Delivery Schedules.



供应商承认交货时间和数量至关重要，买方可拒收和/或退回在交货日期之前或之后收到的或超过订单和/或交货时间表中规定数量的任何货物或部分货物，费用由供应商承担。供应商应“准时”交付货物，即在标准生产前的指定交货时间内，毫不延迟地交付货物，该时间和时间安排应在相关交货时间表中规定。

- 5.2. Except as described in Section 5.3, in the event that Supplier fails to deliver any Goods strictly in accordance with the delivery dates specified in the Order and/or applicable Delivery Schedules, in addition to any other rights and remedies available to Buyer in the Order or under applicable law, Buyer shall be entitled to: (a) entirely or partially cease the purchases of the Goods that the Buyer determines, in its sole discretion, is no longer required due to such delay; (b) purchase the Goods from third parties or other sources; and (c) recover from Supplier all losses and damages caused by the failure to deliver on time, however Supplier is not liable for Buyer's loss of profit unless Supplier has exceeded the delivery dates specified in the Order and/or applicable Delivery Schedules with more than ten (10) Days.

除第5.3节所述情况外，如果供应商未能严格按照订单和/或适用的交货时间表规定的交货日期交货，除了订单或适用法律规定的买方可获得的任何其他权利和补救措施外，买方有权：(a) 完全或部分停止购买买方自行决定的、因交货延误而不再需要的货物；(b) 从第三方或其他来源购买货物；(c) 向供应商追讨因其未能按时交货而造成的所有损失和损害，但供应商不对买方的利润损失负责，除非供应商超过订单和/或适用交货时间表中规定的交货日期达十(10)天以上。

- 5.3. Buyer or Supplier may suspend performance of its obligations under the Order if and to the extent directly caused by an occurrence beyond its reasonable control, which was not reasonably foreseeable at the time of acceptance of the Order and occurred without fault or negligence of the party affected, such by way of example but not limited to: acts of God or public enemy, actual or threatened terrorist activities and measures implemented by any governmental body to avoid or mitigate the consequence thereof, restrictions or prohibitions imposed by governmental authority, embargoes, fires, floods, hurricanes, earthquakes, epidemics, pandemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, delays of similar natural or governmental causes, and strikes or labor disputes (but excluding strikes and labor disputes which only affect Supplier and/or its subcontractors) ("Excusable Delay"). Notwithstanding the above, however, Supplier shall be entitled to the above right to suspend performance for Excusable Delay only if Supplier immediately notifies Buyer in writing upon Supplier discovering, or ought to have discovered, any fact which may, or could with the passage of time, result in an Excusable Delay, and Supplier uses its best endeavors to take all measures and precautions to reduce the effect of the Excusable Delay. Nothing contained in this Section shall limit Buyer's rights under other provisions of these Terms. For the duration of any Excusable Delay, Buyer shall be entitled to obtain the Goods covered by the Order from other sources and to reduce without any liability or obligation to Supplier, the quantity of the Goods specified in the Order and/or applicable Delivery Schedules. Supplier will notify Buyer immediately of any actual or potential labor dispute delaying or threatening to delay timely performance of any part of the Order or Delivery Schedule and will include all relevant information. Notwithstanding the above, if Buyer does not receive from Supplier satisfactory assurances that any Excusable Delay will not exceed thirty (30) Days, or if any Excusable Delay exceeds thirty (30) Days, Buyer may terminate the Order without liability.

如果由于超出买方或供应商合理控制范围的事件直接造成买方或供应商无法履行订单项下的义务，而该事件在接受订单时是不可合理预见的，并且不是由于受到影响的一方的过错或疏忽而发生的，买方或供应商可以中止履行其在订单项下的义务，相关事件包括但不限于：天灾或敌国行为、实际或将发生的恐怖活动和任何政府机构为避免或减轻其后果而实施的措施、政府当局实施的限制或禁令、禁运、火灾、洪水、飓风、地震、流行病、大流行疾病、传染病的爆发或任何其他公共卫生危机，包括隔离或其他员工限制，类似的自然或政府原因所导致的延误，以及罢工或劳动争议（但不包括仅影响供应商和/或其分包商的罢工和劳动争议）（“可原谅延误”）。然而，尽管有上述规定，供应商必须在发现或应该已经发现可能或随着时间的推移即将导致可原谅延误的任何事实后立即书面通知买方，并尽全力采取所有措施和预防措施减少可原谅延误的影响的前提下才能享有上述权利，暂停履行与可原谅延误相关的责任。本节所载内容不得限制买方在该等条款中其他条款下的权利。在任何可原谅延误期间，买方有权从其他来源获得订单所涵盖的货物，并在不对供应商承担任何责任或义务的情况下，减少订单和/或相应交货时间表中规定的货物数量。在实际发生劳动争议或具有潜在的劳动争议，导致或可能导致延迟履行订单或交货计划任何部分的，供应商将立即通知买方，并将与此相关



的所有信息告知买方。尽管有前述约定，如果买方没有从供应商那里得到令人满意的保证，即保证任何可原谅延误不会超过三十（30）天，或者如果任何可原谅延误超过了三十（30）天的，买方可终止订单且无需承担任何责任。

§ 6 PACKAGING; SHIPPING; TRANSFER OF RISK

包装；运输；风险转移

6.1. Goods shall be suitably, carefully and appropriately packed, marked and shipped in accordance with the Order and the Supplier Logistics Manual.

货物应适当、谨慎并恰当地按照订单和供应商物流手册进行打包、标记和运输。

6.2. If the Incoterm "FCA" or "EXW" has been specified in the Order or applicable Delivery Schedule in relation to the Goods, the Goods will be shipped by the transport provider and by the mode of transport prescribed by Buyer, in which case Supplier shall support Buyer to ensure that transportation of the Goods is undertaken in the most cost-effective manner in accordance with this Section. Supplier will give the following data to the transport provider in writing: "shipping location and loading depot", "quantity and type of loading units", "gross weight and storage area requirements", "date of delivery" and "delivery depots". Delivery notes must always accompany the Goods and be made in writing.

如果已在订单或适用的货物交货时间表中明确规定了国际贸易术语“FCA”或“EXW”，货物将由承运方按照买方规定的运输方式运输。在这种情况下，供应商应向买方提供相关协助，确保按照本节规定以最具成本效益的方式进行货物运输。供应商将以书面形式向承运方提供以下信息：“装运地点和装货仓库”、“装载单元的数量和类型”、“毛重和储存面积要求”、“交货日期”和“交货仓库”。货物必须随附书面形式发货单。

6.3. The risk of loss or damage to Goods passes from Supplier to Buyer pursuant to the agreed Incoterm.

货物的损失或损坏风险根据双方商定的国际贸易术语（Incoterm）从供应商转移到买方。

§ 7 INSPECTION; NONCONFORMING GOODS

检查；不合格品

7.1. Upon prior written notice, Supplier agrees to permit Buyer access to Supplier's facilities at such reasonable times as determined by Supplier for inspection and testing of Goods by Buyer, its customers and/or their named agents and will provide all tools, facilities and assistance reasonably necessary for such inspection and testing at no additional cost to Buyer, provided, however, that such party shall not unreasonably interfere with Supplier's operations or personnel, shall be accompanied by Supplier personnel in connection therewith and shall keep Confidential Information confidential. Such Goods may be subject to final inspection, testing and acceptance by Buyer after delivery to Buyer.

在事先发出书面通知后，供应商同意允许买方在供应商确定的合理时间内进入供应商的工厂，由买方、其客户和/或其指定代理对货物进行检验和测试。供应商将免费向买方提供检验和测试所需的所有合理工具、设施和协助。该方人士应在供应商人员陪同下进行相关检验和测试，同时不得无理干扰供应商的操作或人员，并应对获得的或以其他方式披露的与此相关的保密信息保密。相关货物交付给买方后，买方对其进行最终检验、测试和验收。

7.2. If any Goods ordered hereunder do not meet the specifications or otherwise do not strictly conform with the requirements of the Order, Buyer shall have the right to reject such Goods. Upon such delivery and rejection, in addition to any other rights and remedies it may have under applicable law or these Terms, Buyer shall have the right to return such Goods for replacement or correction by Supplier. Buyer may also exercise its rights under Section 5.2. The packaging, storage and handling expenses incidental thereto, and the applicable transportation cost will be charged to Supplier's account and paid by Supplier.

如果本合同项下订购的货物达不到规格要求或者不能严格符合订单要求，买方有权拒收。此类交货和拒收后，除了根据适用法律或该等条款可能享有的任何其他权利和补救措施外，买方有权退回此类货物，由供应商负责更换或更正。买方也可行使第5.2节规定的权利。附带的包装、储存和搬运用以及相关运输费用将由供应



商承担并支付。

§ 8 PRICING; SETTLEMENT OF ACCOUNTS AND PAYMENT

定价； 结算和付款

- 8.1. Except as expressly stated in the Order, the price of the Goods includes storage, handling, packaging and all other expenses and charges of Supplier. All invoices for the Goods must reference the Order number, amendment or release number, Buyer's part number, Supplier's part number where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, and other information required by Buyer. The price for the Goods as specified on the Order also includes all duties and taxes, except for any governmentally imposed value added tax (VAT), which must be shown separately on Supplier's invoice for each shipment. Buyer is not responsible for any business activity taxes, payroll taxes or taxes on Supplier's income or assets. Supplier will pay all premium freight costs over normal freight costs if Supplier needs to use an expedited shipping method to meet agreed delivery dates for any reason unless caused by Buyer. Supplier will pay any costs incurred by Buyer, including costs charged by Buyer's customer(s) to Buyer, as a result of Supplier's failure to comply with shipping or delivery requirements.

货物的价格包括储存、搬运、包装以及供应商的所有其他费用和收费，订单中另有明确规定的除外。所有货物发票必须标注订单编号、修订或发行编号、买方部件号、供应商部件号（如适用）、装运件数量、装运箱或集装箱数量、提单编号和买方要求的其他信息。订单上规定的货物价格还包括所有关税和税款，但政府征收的增值税除外（每批货物的增值税必须在供应商发票上单独列明）。买方不负责承担任何商业活动税、工资税或供应商收入或资产税。如果供应商出于任何原因需要使用快速运输方法以满足约定的交货日期，供应商将支付超出正常运费的所有额外运费，因卖方原因造成的延误除外。供应商将向买方支付因供应商未能遵守装运或交付要求而产生的任何费用，包括买方客户向买方收取的费用。

- 8.2. Prices for Goods are not subject to increase for any reason, including based upon changes in raw material or component pricing, labor, overhead, currency fluctuation or otherwise, unless specifically and expressly agreed to in writing by an authorized representative of Buyer.

除非买方授权代表做出明确的书面许可，否则不得以任何理由上调货物价格，包括基于原材料或部件价格、劳动力、间接费用、货币波动等方面的变化要求上调货物价格。

- 8.3. Unless otherwise agreed, payment for Goods delivered properly and in a timely manner will be made according to the payment terms of the Order.

除非另有约定，否则将按照订单的付款条件对已及时、正确交付的货物支付货款。

- 8.4. If the parties have agreed that Supplier's accounts will not be settled via self-billing invoices, a commercial invoice shall be submitted by Supplier. The original invoice shall be sent to Buyer's payment address (as specified on the Order). Payment remittances shall either be made by bank transfer or by cheque, as specified by Buyer.

如果双方同意不通过自开发票的方式结算供应商账目，供应商应提交商业发票。原始发票应发送至买方付款地址（按订单规定）。按照买方的规定，汇款应通过银行转账或支票支付。

- 8.5. If the parties have agreed that Supplier's accounts will be settled via self-billing invoices, then Supplier shall comply with Buyer's EDI instructions.

如果双方同意将通过自开发票的方式结算供应商的账目，则供应商应遵守买方的EDI指示。

- 8.6. Supplier may not assign its payment rights hereunder without the prior written consent of Buyer. Buyer shall be entitled to offset claims it may have against Supplier and Supplier's affiliates and subsidiaries against any amounts otherwise owed by Buyer to Supplier and any of Supplier's affiliates and subsidiaries.

未经买方事先书面同意，供应商不得转让其在本协议项下的付款权利。买方有权根据买方欠供应商及其附属公司和子公司的任何金额，抵消其可能对供应商及其附属公司和子公司提出的索赔。

- 8.7. Supplier shall ensure that the Goods remain competitive in terms of price, technology and quality, with substantially similar goods available to Buyer from other suppliers. In the event that Buyer considers that Supplier's Goods are no longer competitive, in relation to price, technology, and quality even though the Goods



otherwise are in accordance with the terms of the Order, Buyer shall notify Supplier and provide information supporting its opinion. Supplier and Buyer shall then meet for good faith discussions on how to make the Goods competitive. In the event that the parties should not reach a mutually acceptable solution within thirty (30) Days from Buyer's notification, Buyer shall have the right to terminate the Order in so far as it concerns the non-competitive Goods by serving a thirty (30) Days written notice to Supplier.

供应商应确保货物在价格、技术和质量方面保持竞争力，并与其他供应商向买方提供的货物基本相似。如果买方认为供应商的货物不再具有竞争力，即使货物在其他方面符合订单条款，买方仍应将此事件通知供应商并提供支持其意见的信息。供应商和买方随后应就如何使货物具有竞争力进行真诚的讨论。如果双方在接到买方通知后三十（30）天内未能达成双方都能接受的解决方案，买方有权提前三十（30）天向供应商发出书面通知，终止涉及无竞争力货物的订单。

§ 9 CUSTOMS

海关和原产地

- 9.1. Credits or other economic benefits resulting from the Order, including trade credits, export credits or the refund of duties, taxes or fees, belong to the Buyer. Supplier will provide all information and certificates necessary to permit Buyer or Buyer's customers to receive these benefits or credits. Supplier agrees to fulfill any customs, origin marking or labeling requirements, export or import controls, and local content origin requirements.
订单产生的信用或其他经济利益，包括贸易信用、出口信用或退税、税款或费用，均属于买方。供应商将提供买方或买方客户获得这些利益或信用所需的所有必要的信息和证明。供应商同意遵照任何海关、原产地标记或标签的要求、出口或进口控制以及本地内容原产地要求执行。
- 9.2. Export licenses or authorizations necessary for the export of Goods are Supplier's responsibility unless otherwise expressly stated on the Order, in which case Supplier will provide the information necessary to enable Buyer to obtain the licenses or authorizations.
除非在订单中明确说明，否则供应商负责出口货物所需的出口许可证或授权。在这种情况下，供应商将提供必要的信息，以便让买方获得所需的许可证或授权。
- 9.3. Supplier will promptly notify Buyer in writing of any material or components used by Supplier in filling the Order that Supplier purchases in a country other than the country in which the Goods are delivered.
供应商需要及时书面通知买方，关于供应商在填写订单时使用的任何在交货国以外的国家购买的材料或零部件。
- 9.4. Supplier shall promptly furnish Buyer and Buyer's agents with any documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements as well as any other certificates or documentation related to the import/export compliance (such as, but not limited to, Manufacturer's Affidavits, certifications of origin, Steel Mill Certificates etc.). Supplier will promptly advise Buyer of any material or components imported into the country of origin and any duty included in the Goods' purchase price. If Goods are manufactured in a country other than the country in which Goods are delivered, Supplier will mark Goods "Made in [country of origin]." Supplier will provide to Buyer and the appropriate governmental agency the documentation necessary to determine the admissibility and the effect of entry of Goods into the country in which Goods are delivered.
供应商应及时向买方和买方代理提供确定货物原产地或遵守适用国家原产地规定所需的任何文件和信息，以及提供与进出口合规性相关的任何证书或文件（例如，但不限于制造商的宣誓书、原产地证明、钢铁厂证书等）。供应商将及时通知买方有关进口国的任何原材料或零部件，并告知货物购买价格中包含的任何关税。如果货物是在与交付国不同的国家生产的，供应商将在货物上标明“Made in [原产地国家]”。供应商将向买方和适当的政府机构提供确定货物进入交付国的可接受性和效力所需的文件。
- 9.5. When requested, Supplier shall also promptly provide Buyer and Buyer's agents, at Supplier's expense, with proof of Supplier's compliance with all applicable trade programs and agreements applicable to the relative jurisdictions, including but not limited to the United States Mexico Canada Free Trade Agreement (USMCA/CUSMA/TMEC), the American Automobile Labeling Act (AALA), the Korea US Free Trade Agreement



(KORUS), the European Union's Customs Union (EUCU) and the Asia-Pacific Trade Agreement (APTA).

经要求，供应商应在**供应商承担费用的情况下**及时向买方和买方代理商提供证明，证明供应商遵守适用于相关司法管辖区的所有适用贸易计划和协议，包括但不限于北美自由贸易协定（USMCA / CUSMA / TMEC）、美国汽车标签法（AALA）、韩美自由贸易协定（KORUS）、欧盟关税联盟（EUCU）和亚太贸易协定（APTA）。

- 9.6. Supplier must comply with the requirements of the International Phytosanitary Measure (ISPM 15) and provide supporting evidence of compliance to the Buyer upon request.

供应商必须符合国际植物检疫措施（ISPM 15）的要求，并在买方要求时提供合规的相关证明。

- 9.7. Supplier shall provide Buyer and Buyer's agents with all documents required for customs drawback purposes (properly completed and executed in accordance with government regulations applicable in the relevant jurisdiction), including the following: (a) Customs Form 7582, (b) Certificates of Manufacture and Delivery, (c) Drawback Rights Assignment Letter, (d) Proof of entry and duty payments made on behalf of Supplier; and (e) Proof of export documentation, if applicable.

供应商应向买方和买方代理提供所有海关退税所需的文件（按相关司法管辖区适用的政府法规正确填写和签署），包括以下内容：（a）海关7582表格，（b）制造和交货证明，（c）退税权利转让函，（d）代表供应商进行入境和关税支付的证明；以及（e）出口文件的证明，如适用。

- 9.8. Supplier warrants that any information that is supplied to Buyer about the import or export of Goods is true and that all sales covered by the Order will be made at not less than fair value under the anti-dumping laws of the countries to which the Goods are exported.

供应商保证，向买方提供的有关货物进出口的任何信息都是真实的，订单所涵盖的所有销售将以不低于货物出口国反倾销法规定的公允价值进行。

- 9.9. For any Goods that may contain potentially hazardous or restricted materials, if requested by Buyer, Supplier shall promptly furnish to Buyer a detailed list of and quantities of all potentially hazardous materials in the Goods. Before shipping such Goods, Supplier shall furnish to Buyer sufficient warning and notice (including appropriate labels on the Goods, containers and packaging) of any hazardous material that is any part of the Goods, and special handling instructions necessary to advise all carriers, Buyer and their respective employees as to how to exercise necessary care and caution to best prevent any bodily injury or property damage in the handling, processing, use or disposal of such Goods. Supplier shall comply with all applicable laws and regulations pertaining to product and warning labels, including but not limited to requirements to notify Buyer of the "Classification of Dangerous Goods" as required by the European Agreement concerning the "International Carriage of Dangerous Goods".

如果买方提出要求，对于任何可能含有潜在危险物质或限制物质的货物，供应商应立即向买方提供货物中所含潜在危险物质的详细清单和数量。在运送此类货物之前，供应商须向买方提供针对货物任何部分中任何危险物质的充分警告及通知（包括货物、容器和包装上的适当标签），以及必要的特殊处理说明（用于告知所有承运方、买方及其各自员工如何谨慎地以最佳防范措施预防在处理、加工、使用或处置此类货物时造成人身伤害或财产损失）。供应商应遵守与产品及警告标签有关的所有适用法律和法规，包括但不限于按照“欧洲协议”（关于“国际危险货物运输”）的要求，将“危险货物分类”告知买方。

- 9.10. Unless otherwise agreed, customs clearance shall be the responsibility of Buyer. If Supplier assumes responsibility for customs clearance without Buyer's prior written approval, Supplier shall bear the costs of such clearance. When Buyer is the importer of record, Supplier shall promptly and timely provide Buyer or its agents with all information required to comply with the Importer Security Filing (ISF), the Entry Summary Declaration (ENS) or equivalent pre-arrival reporting standards in other relevant jurisdictions. Any liquidated damages payable due to failure of the Supplier to provide correct and timely data will be charged back to the Supplier.

除非另有约定，否则应由买方负责清关。如果供应商未经买方事先书面批准而承担清关的责任，则供应商应承担此类清关的费用。当买方为名录进口商时，供应商应及时向买方或其代理提供所有必要的信息，以符合进口者安全申报（ISF）、进口摘要申报（ENS）或其他相关司法管辖区的同等到货前报告标准。任何因供应商未能提供准确且及时的数据而产生的违约金将被追究供应商责任。

**§ 10 QUALITY; WARRANTY****质量；担保**

10.1. The Goods and Supplier's processes shall meet all quality requirements of Buyer and Buyer's customers and governmental "end of life" reporting, including but not limited to the Directive 2000/53/EC of the European Parliament and of the Council of 18 September 2000 on end-of life vehicles and other requirements. Supplier shall comply with Buyer's Supplier Quality Manual (https://www.kongsbergautomotive.com/for_suppliers/purchasing-conditions-and-manuals/) and any technical standards listed therein which are an integral part of the Order.

供应商的货物和流程应符合买方及买方客户以及政府的“使用寿命终止”报告的所有质量要求，包括但不限于欧洲议会和理事会于2000年9月18日通过的关于报废汽车和其他要求的2000/53/EC指令。供应商应遵守买方的供应商质量手册 (https://www.kongsbergautomotive.com/for_suppliers/purchasing-conditions-and-manuals/) 和其中列明的任何技术标准，该手册是订单的组成部分。

10.2. Supplier shall use its best endeavors to use subcontractors that fulfill Buyer's quality requirements as expressed in the Supplier Quality Manual. Supplier is, jointly and severally, fully responsible for all Supplier's sub-supplier providers of goods or services involved in the production, processing or servicing of Goods. Supplier shall maintain adequate development, validation, launch and ongoing supervision to assure all Goods provided to Buyer conform to all specifications, standards, drawings, samples and descriptions, including as to quality, performance, fit, form, function and appearance, under the Order.

供应商应尽最大努力选择和雇用符合买方质量要求（“供应商质量手册”中所述）的分包商。供应商对其所有（参与货物生产、加工或维修的）次级供应商的货物或服务（共同及各别地）负有责任。供应商应开展充分的开发、验证、监督和持续监督，确保提供给买方的所有货物符合订单项下的所有规格、标准、图纸、样品和描述，这包括质量、性能、拟合、形式、功能和外观。

10.3. Supplier expressly warrants that all Goods will:

供应商明确保证所有货物将：

- a) conform to the applicable specifications, instructions, drawings, data and samples and/or descriptions furnished to or by Buyer, including Buyer's customers, and
符合提供给买方或由买方（包括买方客户）提供的适用规格、说明、图纸、数据和样品和/或描述，且
- b) be merchantable, of good material and workmanship and free from defects, and
适合销售，具有良好的材料和工艺、无缺陷并且
- c) to the extent the design is furnished by Supplier; comply with all governmental requirements in the countries in which the Goods or the vehicles into which the Goods are to be installed can be reasonably expected to be sold, and
在由供应商提供设计的范围内；遵守这些国家（可以合理地预计将在这些国家出售这些货物或安装有这些货物的车辆）的所有政府性要求，且
- d) to the extent the design is furnished by Supplier, its affiliated companies or their subcontractors; be free from defects in design, even if the design is approved by the Buyer, and
在由供应商提供该设计的范围内；即使该设计得到了买方的批准，也不存在设计缺陷
- e) be suitable for the intended use by the Buyer, including the specified performance in the component, subsystem and vehicle location specified by the Buyer and the environment in which the Goods are or reasonably may be expected to perform.
适用于买方的预期用途（包括在买方所指定组件、子系统和车辆相关部位中的指定性能）以及预计（或合理预计）该货物进行正常工作时所处的环境。

These warranties shall be in addition to all other warranties, express, implied, or statutory. Payment for, inspection of, or receipt of Goods or services shall not constitute acceptance or a waiver of any breach of warranty. These warranties may be exercised by Buyer and/or according to Buyers explicit notification; its successors, assignees or customers.



除了所有其他明示、暗示或法定的保证外，供应商的上述保证也应包含在内。货物或服务的付款、检查或接收不构成（买方）对（供应商）任何违反保证的情形的接受或者豁免。这些保证可以由买方和/或根据买方的明确通知由其继承人、受让人或客户来行使。

- 10.4. Where the Goods incorporate software, the software shall on the delivery date be free from any commonly known viruses, worms, trojan horses or other harmful or malicious code or components, and free from any "self-help" code or other disabling code. Supplier further warrants that the software does not contain any Open Source and that no deliverables or derivative products are subject to the terms of any Open Sources license, unless otherwise expressly agreed in writing with Buyer. In such case, the terms of all relevant Open Source license must be disclosed and approved by Buyer.

若货物包含软件，该软件在交货当日应不含任何常见的病毒、蠕虫、特洛伊木马或其他有害或恶意性代码或组件，并且不含任何“自助”代码或其他禁用代码。供应商进一步保证：该软件不包含任何开放源码，且任何可交付产品或衍生产品都不受任何开放源码许可条款的约束，与买方另有明确书面约定的除外。在这种情况下，所有有关的开放源码许可条款都必须由买方公开和批准。

- 10.5. The rights and remedies reserved to Buyer in the Order will be cumulative with and in addition to all other legal or equitable remedies. Supplier will reimburse Buyer for any incidental, direct, consequential and indirect damages caused by Supplier's breach of these Terms and/or by nonconforming Goods, including without limitation, damages, costs, expenses and losses incurred directly or indirectly by Buyer or its customer(s):

本订单中保留给买方的权利和补救措施将与所有其他合法或平等的补救措施一起累计。供应商将赔偿买方因供应商违反该等条款和/或供应不合格货物而导致的偶然、直接、衍生及间接损失，包括但不限于由买方或其客户因下列事项所直接或间接产生的损害、成本、花费和损失：

(a) in inspecting, sorting, repairing or replacing the nonconforming Goods; (b) resulting from production interruptions; (c) conducting recall campaigns or other corrective service actions; or (d) resulting from personal injury (including death) or property damage caused by the nonconforming Goods. Consequential damages include reasonable professional fees incurred by Buyer. Notwithstanding the above, such damages may not exceed the loss which the Supplier foresaw or ought to have foreseen at the time of the conclusion of the contract, in the light of the facts and matters of which he then knew or ought to have known, as a possible consequence of the breach of contract. The Buyer must take such measures as are reasonable in the circumstances to mitigate the loss, including loss of profit, resulting from the breach. If he fails to take such measures, the party in breach may claim a reduction in the damages in the amount by which the loss should have been mitigated.

(a) 对不合格货物进行检查、分拣、修理或更换；(b) 生产中断；(c) 进行召回活动或其他纠正性服务行为；或(d) 因不合格货物造成人身伤害（包括死亡）或财产损失。衍生损失包括了买方所产生的合理专业人员费。尽管如此，此类损害赔偿额不得超过合同订立时该供应商根据其知道或应该知道的事实和事项而预见或应该预见（作为违约之潜在后果）的损失。买方应通过合理的措施减轻由于违约而造成的损失（包括利润损失）。若买方未能采取这些措施，违约方可要求从损害赔偿中扣除本应可以减轻的损失数额。

- 10.6. In any action brought by Buyer to enforce Supplier's obligation to produce and deliver Goods under the Order, the parties agree that Buyer does not have an adequate remedy at law and Buyer is entitled to specific performance of Supplier's obligations under the Order.

在买方为强制供应商履行其在本订单下的货物生产与交付义务而采取的任何行动中，双方同意：买方在法律上没有适当的补救措施且买方有权要求供应商依据本订单履行特定义务。

- 10.7. All warranties will be effective for the longer of: (a) the period provided by applicable law, (b) thirty six (36) months from the delivery date, (c) any other warranty period set forth in an Order or Frame Purchase Agreement between the parties, or (d) in the event that Buyer or its customer voluntarily or pursuant to a government mandate, offers to owners of vehicles on which the Goods or any parts or components incorporating the Goods are installed to provide remedial action to address a defect or condition that relates to motor vehicle safety or the failure to comply with any applicable law or safety standard, whether in connection with a recall campaign or other remedial action, the warranty shall continue for such period as may be dictated by Buyer's customer or by the relevant governmental authority where the Goods are used.

任何质量保证期限以以下几项中较长期限为准：(a) 适用法律所规定的期限；(b) 自交货日起三十六 (36)



个月；(c) 双方间“订单”或“框架购买协议”中规定的任何其他保修期；或(d) 如果买方或其客户自愿或依据政府指令向安装有这些货物(或含有这些货物的任何部件或组件)的车辆所有者提供补救措施,处理机动车辆安全所涉及到的缺陷或状况或未能遵守任何适用法律或安全标准的情形(无论是在召回活动还是其他补救措施方面)。在使用这些货物的情况下该担保应延续至由买方客户或相关政府机构规定的一段期限。

§ 11 REMEDIES AND INDEMNIFICATION

补救措施和赔偿

- 11.1. To the fullest extent permitted by law, Supplier will indemnify, and hold Buyer and its affiliates and subsidiaries, as well as Buyer's direct and indirect customers, harmless against all costs, liabilities, damages, claims, losses and expenses (including but not limited to legal expenses and attorney fees) that are related in any way or arise from nonconforming Goods, or from any negligent or wrongful act or omission of Supplier or Supplier's agents, employees, subcontractors, or any breach or failure by Supplier to comply with the Order and any Terms.
在法律允许的最大范围内,供应商应赔偿买方及其附属公司与子公司以及买方的直接和间接客户,使其免于遭受所有成本、责任、赔偿金、索赔、损失和费用(包括但不限于法律费用和律师费用)的损害。这些损害在某些方面与不合格货物有关或由不合格货物导致,或因供应商或其代理、雇员、分包商的任何疏忽或错误行为或遗漏而产生,或因供应商违反或未能遵守该订单及任何条款而导致。
- 11.2. In connection with the Goods or otherwise, if Supplier's employees, agents, sub-contractors or other representatives ("Supplier's Agents") are on or present at any premises of Buyer, Supplier shall be and is responsible for the acts and omissions of Supplier's Agents within or about Buyer's premises and agrees to indemnify, defend and hold Buyer harmless against all costs, liabilities, damages, losses and expenses (including but not limited to court costs and legal expenses) for damage to property or injury or death to persons arising out of Supplier's or its Agents' work on the Buyer's premises, except to the extent caused by Buyer's sole negligence.
就货物或其他方面来说,如果供应商的雇员、代理、分包商或其他代表(统称为“供应商代理”)位于或出现在买方的任何场所,供应商应对供应商的代理人在买方场所内或周围的作为和不作为负责,并同意就供应商或其代理人在买方场所的工作所导致的财产损害或人员伤亡的所有成本、责任、损害、损失和费用(包括但不限于诉讼费用和法律费用)对买方进行赔偿,为其进行辩护,并使买方免受损害,但仅因买方过失造成的除外。
- 11.3. Buyer's input into the design, drawing, material, process or specifications for any or all Goods, or any approval thereof, will not relieve Supplier of its obligations under this Section 11.
买方对任何或所有货物之设计、图纸、材料、工艺或规格的投入或对这些事项的任何批准都不会免除供应商根据第11节须承担的义务。

§ 12 DESIGNATION OF GOODS; PUBLICATIONS

货物名称; 出版物

- 12.1. Supplier shall mark the Goods as required by Buyer.
供应商应按照买方的要求标记货物。
- 12.2. Neither of the parties shall use any of the other party's proprietary names, logos, trade names, trademarks or service marks without the prior written consent of the party, which owns or controls such proprietary names or trademarks.
未经拥有或控制此类专有名称或商标的对方事先书面同意,任何一方均不得使用另一方的专有名称、标识、货物名、商标或服务标记。
- 12.3. Without Buyer's prior written consent, Supplier shall not publish in any manner through any marketing or other medium that Supplier has contracted with or has been supplying Goods to Buyer, unless such publication is required by mandatory law.
未经买方事先书面同意,供应商不得以任何方式通过任何营销宣传或其他媒体来公布其与供应商已签订合同或已在向买方提供货物的消息,强制性法律要求公布相关信息的除外。



§ 13 TOOLING AND OTHER BUYER PROPERTY

工装和其他买方财产

13.1. All Tooling (including fixtures, gauges, jigs, patterns, castings, cavity dies and molds, with all related appurtenances, accessions, and accessories), packaging and all documents, standards or specifications, trade secrets, proprietary information and other materials and items furnished by Buyer, either directly or indirectly to Supplier to perform the Order or for which Buyer has agreed to reimburse Supplier (collectively, "Buyer's Property"), will become Buyer's property (including passage of title) as it is fabricated or acquired, regardless of payment. Supplier shall mark such Tooling as Buyer's Property. In the event of cancellation or termination for any reason of an Order for the supply of Tooling where, at the date of cancellation or termination, title to the Tooling is vested in Buyer, Buyer retains title to such Tooling by paying to Supplier:

所有工装（包括固定装置、量具、夹具、图案、铸件、型腔工装与所有相关配件、增补件与附件）、包装与所有文件、标准或规格、商业秘密、专有信息以及由买方直接或间接提供给供应商以履行本订单或买方同意偿还给供应商的其他材料和项目（统称为“买方财产”），在其被制造或被获得时，均将成为买方的财产（包括产权转移），无论是否已付款。供应商应将此类工装标记为买方的财产。如果由于任何订单原因而取消或终止工装的供应（其中工装的所有权在取消或终止当日是属于买方的），那么买方可通过向供应商付款而保留该工装的所有权：

(a)(in relation to finished Tooling) the outstanding portion of the agreed total costs; or (b)(in relation to unfinished Tooling) such proportion of the outstanding costs as is represented by the costs actually incurred by Supplier in the supply of the Tooling as at the date of cancellation or termination.

(a)（针对完成的工装）商定总成本的未偿还部分；或（b）（针对未完成的工装）未支付成本的比例，以供应商在工装供应过程中实际发生的成本（截至取消或终止当日）表示。

13.2. When the value of the Tooling is not already built within the piece price of the Goods being purchased by the Buyer, then the Supplier must separately invoice the value of the Tooling or equipment as an assist for customs purposes.

如果买方购买的货物单价中未包含工装的价值，则供应商必须就该等工装或设备的价值单独开具发票，以协助办理海关事宜。

13.3. Supplier shall keep all Tooling owned by Buyer fully and adequately insured while it is in Supplier's possession, unless otherwise agreed in writing between Buyer and Supplier. Maintenance by Supplier of such insurance coverage shall be without prejudice to Supplier's liability under any Order.

除非买方和供应商之间另有书面约定，否则供应商应妥善保存买方拥有的所有工装，并在保存该等工装时为其进行充分和足够的投保。供应商对此类保险范围的续保不得损害供应商根据任何订单而承担的责任。

13.4. Within a period of four (4) weeks after delivery of first Goods to Buyer, Supplier shall send Buyer a complete list of all Tooling items utilized by Supplier with respect to the Goods and a document identifying the exact location of the respective Tooling items. Supplier has to prove and substantiate that there is adequate insurance cover for the Tooling owned by Supplier.

在向买方交付第一批货物后的四（4）周内，供应商应将其针对这批货物而使用的所有工装物品的完整清单以及一份标示相应工装物品确切位置的文件发送给买方。供应商必须证明并证实其为持有的工装购买充分的保险。

13.5. Supplier shall treat all Tooling, regardless of ownership, with due care and diligence, constantly keeping it ready for operation and in compliance with the latest design status. Supplier shall be responsible in particular for the correct and accurate inspections, maintenance and repairs of the Tooling.

供应商应以合理谨慎和勤勉来处理所有工装（不管其所有权如何），始终让其处于操作就绪状态并符合最新的设计状态。供应商应特别负责对工装进行正确和准确的检查、维护和修理。

13.6. Unless otherwise agreed in writing, the cost for the continuing repair, maintenance and readiness of the Tooling in good working operating condition and free from defects of any kind shall be borne by Supplier in all respects.

除非另有书面约定，在对正常工作状态下的工装进行持续维修、保养并保持其准备就绪且无缺陷状态的过程中，



产生的所有相关费用应由供应商承担。

- 13.7. Buyer's Property will be held by Supplier on a bailment basis as a bailee-at-will at Supplier risk. Supplier is responsible for inspecting, testing and approving all Buyer's Property prior to any use, and Supplier assumes all risk of injury to persons or property arising from Buyer's Property. Buyer's Property will not be used by Supplier for any purpose other than the performance of the Order and will not be moved from Supplier's premises without Buyer's approval. Buyer will have the right to enter Supplier's premises to inspect Buyer's Property and Supplier's records regarding Buyer's Property. Effective immediately upon written notice to Supplier, without further notice or legal action, Buyer has the right to enter the premises of Supplier and take possession of all of Buyer's Property. Supplier waives, to the extent permitted by law, any lien or other rights that Supplier might otherwise have on any of Buyer's Property, including but not limited to molder's and builder's liens.

买方财产将由供应商以受托人的形式持有，风险由供应商承担。供应商负责在使用前检查、测试和批准所有买方财产，且供应商承担买方财产引起的人身或财产伤害的所有风险。买方财产将不会被供应商用于除履行订单以外的任何目的，也不会未经买方批准的情况下从供应商标场所转移。买方有权进入供应商的场所以检查买方的财产和供应商关于买方财产的记录。书面通知供应商后立即生效且无需进一步通知或采取法律行动，买方有权进入供应商处并取得买方全部财产的所有权。在法律允许的范围内，供应商放弃其对于任何买方财产可能拥有的任何留置权或其他权利，包括但不限于模塑商和建造商的留置权。

- 13.8. Regardless of ownership, Supplier shall maintain Tooling used to manufacture Goods in good working condition for the continued supply of Goods for a period of fifteen (15) years after termination of Supplier's supply of the Goods for Buyer's series production. Supplier's obligation to retain such Tooling shall expire once the foresaid fifteen (15) years retention period has ended and Supplier has notified Buyer in writing. Supplier shall ensure that any and all sub-contractors are contractually bound to adhere to the requirements under this Section 13.

无论所有权如何，在供应商终止向买方系列生产供应产品后的十五（15）年内，供应商应维护用于生产产品的工装处于良好工作状态，以便继续向买方供应产品。一旦上述十五（15）年的保留期届满，且供应商已书面通知买方，供应商保留该等工装的义务即告终止。供应商应确保任何、所有分包商在合同上都有义务遵守本协议第13条的要求。

§ 14 SERVICE AND REPLACEMENT PARTS

服务和更换部件

- 14.1. Whether or not an Order remains in effect, Supplier will at the request of Buyer provide Buyer or Buyer's nominee(s) with sufficient quantities of Goods for use as spare parts for a period of fifteen (15) years after termination of Supplier's supply of the Goods for Buyer's series production or for such other period of time as Buyer shall require in writing. The Supplier shall make its best endeavors to make its sub-contractors comply with this Section 14.1.

无论某项订单是否有效，供应商需应买方要求，为买方或买方代理提供足够数量的货物，作为供应商终止为买方连续生产、供应货物后十五（15）年内或买方以书面形式要求的其他期限内所需的备件。供应商应尽最大努力使分包商遵守第14.1节。

- 14.2. During the initial three (3) years of the fifteen (15) year period in Section 14.1, the price of the Goods used as spare parts shall be as agreed in the Order. The parties shall determine the price of the Goods used as spare parts for the remaining twelve (12) years by mutual negotiation.

在第14.1节所述十五（15）年期限的最初三（3）年内，作为备件使用的货物的价格应按照订单中的约定确定。双方应通过相互协商确定剩余十二（12）年内用作备件的货物的价格。

§ 15 INTELLECTUAL PROPERTY RIGHTS

- 15.1. a) Supplier hereby grants to Buyer and Buyer's affiliates and subsidiaries a non-exclusive, royalty free, worldwide, irrevocable and fully paid-up license under Supplier's and its subcontractor's IPRs to use, sell, export, import, repair, reconstruct or rebuild, and to have repaired, reconstructed or rebuilt the Goods.



Supplier further grants to Buyer a non-exclusive, royalty free, worldwide, irrevocable and fully paid-up license under each copyright it owns or controls in any work of authorship fixed in any tangible medium of expression delivered by Supplier under the Order to use such work, reproduce such work, prepare derivative works, and to perform and display such work to its customers.

供应商特此授予买方及其附属公司和子公司使用供应商及其分包商的所有知识产权的非独占、免版税、全球使用、不可撤销和全额付清的许可·使用、销售、出口、进口、修理、改造或重装·以及获得经修理、改造或重新组装的货物。供应商进一步向买方授予其在供应商根据该订单提供的任何固定于任何表达形式的有形媒介中的任何原创作品中所拥有或控制的每一版权下非独占、免版税、全球使用、不可撤销和全额付清的许可·许可其使用、复制这些作品、准备衍生作品·并向客户展示和展现这些作品。

- b) The aforementioned licenses survive termination of the Order under Section 2.4, 4.1 and 4.2 above under the same terms and conditions.

订单终止后·上述许可在相同条款和条件下根据上述第2.4、4.1和4.2节继续有效。

- c) In the event that the Order is terminated by Buyer for default according to Section 4.1 above or by Supplier according to Section 2.4 above the license described in Subsection a) and b) above shall extend to a right to make and manufacture of the Goods and/or have the Goods made and manufactured by a third party.

如果买方根据上述第4.1节或供应商根据上述第2.4节终止了订单·则上述a) 和b) 小节中所述的许可应扩大到制作和生产货物的权利和/或由第三方制作和生产货物的权利。

- 15.2. If Buyer or its affiliates or subsidiaries pay or otherwise compensate Supplier for development- or design work, then all IPRs, including all applications (or rights to apply) for, and renewals or extensions of such rights created or developed by or on behalf of Supplier, its employees, agents and/or contractors under the Order shall be the sole and exclusive property of Buyer. Any and all copyrighted work assigned to Buyer according to this Section may be changed or modified and assigned to third parties by Buyer without any limitation.

如果买方或其附属公司或子公司就供应商的开发或设计工作支付相应款项·或以其他方式补偿·则所有知识产权·包括由或代表供应商或雇员、代理和/或订单承包商创造或开发的此种权利的所有应用程序(或权利申请)、更新或扩展应作为买方的唯一和专有财产。根据本节规定归属于买方的所有版权作品都可以进行更改或修改·并由买方不受任何限制地分配给第三方。

In order for Supplier to fulfil its obligations and undertakings above in this Section, Supplier undertakes to ascertain and obtain full and unrestricted title and ownership to all IPRs developed by any employee, agent or sub-contractor of Supplier.

为确保供应商履行本节的上述义务和承诺·供应商承诺确定和获得由供应商的任何雇员、代理或分包商开发的所有知识产权的全面和不受限制的所有权。

- 15.3. Supplier shall indemnify, defend and hold Buyer and Buyer's affiliates and subsidiaries harmless from and against all losses, liabilities, claims and causes of actions (including but not limited to court costs and legal expenses) that may be awarded or paid to any third party in respect of any claim or action that the Goods or their use by Buyer or Buyer's affiliates and subsidiaries, or Buyer's customers (including the Original Equipment Manufacturer) infringe the IPRs of a third party. In the event that the Goods or their use are held to constitute an infringement or its further use is prohibited, the Supplier shall promptly, at its own expense and at its option, either: (a) procure for Buyer the right to continue the use of the Goods; (b) replace the Goods with non-infringing Goods of equivalent function and performance; or (c) modify the Goods so that they become non-infringing without detracting from function or performance. Notwithstanding the foregoing, Supplier is not liable if it has manufactured the Goods in accordance with Buyer's specifications and/or drawings and could not have known that following the specifications and/or drawings would result in infringement of a third party's IPRs.

供应商应赔偿买方及其附属公司和子公司·使其免受可能因买方及其附属公司和子公司或买方客户(包括原始设备制造商)侵犯第三方知识产权的货物·或该货物的使用所遭受的任何索赔或诉讼而被判或支付给任何第三方的所有损失、责任、索赔和诉讼理由(包括但不限于法院费用和法律费用)。如果货物或其使用被认定构成侵权行为或被禁止继续使用·供应商应立即自费并自行选择:(a) 促使买方有权继续使用;(b) 用具有同等功能和性能的非侵权货物取代货物;或(c) 修改货物·使其不再侵权且不会减损其功能或性能。尽管有上述



规定，但如果供应商按照买方的规格和/或图纸制造货物并且此前不知晓遵循规格和/或图纸会导致侵犯第三方的知识产权，则供应商不承担责任。

- 15.4. The parties will as soon as possible inform each other of all such third party infringements or suspected third party infringements of which they become aware. Buyer will give Supplier sole conduct of the defense of any such claims or actions.

各方需尽快将所有此类第三方侵权或其发现的疑似第三方侵权告知对方。买方允许供应商对任何此类索赔或诉讼进行辩护。

§ 16 CONFIDENTIALITY

机密性

- 16.1. A receiving party shall keep all information disclosed by the other party, with regard to the disclosing party's business, technology, customers, suppliers and prices ("Confidential Information"), in confidence and the receiving party shall use such Confidential Information only for the purposes for which it was disclosed and shall not disclose such Confidential Information to third parties except to the receiving party's affiliates, employees and contractors who are required to have access thereto for the purposes of fulfilling its obligations under the Order (i.e. on a need-to-know-basis), and then only if such employees or contractors are obligated to observe the confidentiality of such information.

接受方应保密对方披露的与披露方的业务、技术、客户、供应商和价格相关的所有信息（以下简称“机密信息”），并且接受方只能将这些机密信息用于其披露的目的，并不得将这些机密信息披露给第三方，除非是为了完成其根据订单的义务而需要访问这些信息的接受方的关联公司、雇员和承包商（即在必要情况下），而且只有在这些雇员或承包商被要求遵守这些信息的保密义务的情况下。

- 16.2. The restrictions in Section 16.1 on the use and disclosure of Confidential Information shall not apply in the following cases:

对于保密信息的使用和披露的限制，以下情况不适用：

- a) where the information was public knowledge at the time of its disclosure or has become public knowledge thereafter through no fault of the receiving party;
该信息在披露时已为公众所知，或此后非因接收方的过错而已为公众所知；
- b) where the information was already known to the receiving party prior to disclosure by the other party; or
如果在对方披露信息之前，接收方已经知晓该信息；或者
- c) to information which following its disclosure by a party hereunder was disclosed to the receiving party by third parties who are not under restrictions in use or disclosure and who did not acquire the information from the disclosing party in confidence.

对于在一方根据本条款披露后，由未受使用或披露限制并且没有从披露方获得该信息的第三方披露给接收方的信息。

- 16.3. If the Order is terminated for any reason whatsoever, each party shall upon request by the other party return any Confidential Information (including all copies, summaries and extracts thereof) to the disclosing party, as the case may be.

如果出于任何原因终止订单，各方应根据对方的要求将任何机密信息（包括所有副本、摘要和引用）归还给披露方。

- 16.4. The terms of this Section 16 shall survive the expiration or termination of any Order.

在任何订单到期或终止后，此第16节的条款仍应有效。



§ 17 INSURANCE

保险

- 17.1. Supplier shall obtain and maintain at its sole expense insurance coverage customary in the industry and as otherwise by law or reasonably requested by the Buyer with such insurance carriers and such amounts as are reasonably acceptable to the Buyer. This includes, without limitation, providing full fire and extended coverage insurance for the replacement value of all Supplier's property and any bailed property, both for their full replacement value. Supplier shall furnish to Buyer certificates of insurance setting forth the amount of coverage, policy number and dates of expiration for insurance maintained by the Supplier.

供应商应按行业惯例以及其他法律规定或基于买方合理要求，自费购买并持续购买保险，且投保的保险机构以及数额是买方合理接受的。投保内容包括但不限于为所有供应商的财产和任何受保财产的全额重置价值提供全额火灾和附加保险。供应商应向买方提供保险证明，明确阐述供应商续保的保险金额、保单编号和到期日期。

§ 18 COMPLIANCE WITH LAWS AND ESG

遵守法律和 ESG（环境、社会和治理）

- 18.1. Supplier shall comply with all applicable domestic and foreign laws and regulations relating to Supplier's performance of its obligations under each Order, and each Order shall be deemed to incorporate by reference all provisions required by applicable laws and regulations. All materials used in the manufacture of the Goods shall satisfy current standards and regulations applicable in the country of manufacture, sale and use.

供应商应遵守有关其履行每份订单义务的所有适用的国内外法律和规定，并且应视为已通过引用将适用法律和法规要求的所有条款纳入到每份订单中。制造货物所用的所有材料应符合制造、销售和使用活动所在的国家适用的现行标准和规定。

- 18.2. Supplier shall comply with the applicable statutory provisions and regulations governing the protection of the environment, health and safety at the workplace, treatment of employees and the protection of human rights and the Principles of the Global Compact initiative of the United Nations (www.unglobalcompact.org) and procure for its sub-suppliers to act in accordance with the same. These essentially concern the protection of universal human rights, elimination of forced labor and abolition of child labor, elimination of discrimination in respect of employment and occupation, and environmental responsibility.

供应商应遵守适用的法律法规，关于环境保护、工作场所健康与安全、员工待遇、人权保护以及联合国全球契约倡议原则（www.unglobalcompact.org），并要求其次级供应商也要相同遵守。这些原则主要涉及保护普世人权、消除强迫劳动和童工，消除就业与职业方面的歧视，以及环境责任。

- 18.3. To reduce adverse effects on human health and environment, Supplier shall implement and further develop management systems in accordance with or comparably similar to ISO 14001, ISO45001 and ISO5001. Acceptance of and compliance with the Supplier Declaration and the Supplier Sustainability Manual (https://www.kongsbergautomotive.com/for_suppliers/purchasing-conditions-and-manuals/) are mandatory for doing business with Kongsberg Automotive. For the avoidance of doubt: non-compliance with the requirements of this Section 18 will be regarded as breach of the Order. Buyer may at any time make unannounced inspections to Supplier's facilities to verify that the requirements of this Section 18 are complied with.

为减少对人类健康和环境的不利影响，供应商应实施并进一步发展符合或类似于ISO 14001、ISO 45001和ISO 5001的管理体系。接受并遵守供应商声明和供应商可持续性手册（https://www.kongsbergautomotive.com/for_suppliers/purchasing-conditions-and-manuals/）对与Kongsberg Automotive的业务往来是强制性的。为避免疑议，不遵守本条款的要求将视为违反订单。买方可随时对供应商的设施进行突击检查，以验证本第18条的要求是否得到遵守。

- 18.4. Supplier shall comply with all of the Buyer's supply chain security requirements and governmental security programs such as, but not limited to, the United States Authorized Economic Operator (AEO) program, the United States Customs and Border Protection's (CBP) Customs Trade Partnership Against Terrorism (CTPAT), Canada Border Services Agency's Partners in Protection (PIP) program, Administración General de Aduanas de Mexico's Operado Economico Autorizado (OEA) program and the Asia-Pacific Economic Cooperation (APEC) Authorized Economic Operator program. Supplier shall provide Buyer with documentation of compliance with the criteria or participation in these programs upon request, including Supplier's participation in supply chain risk assessment



evaluations related to these programs.

供应商应遵守买方的所有供应链安全要求以及政府安全计划，例如但不限于美国授权经济运营商（AEO）计划、美国海关和边境保护局（CBP）的贸易合作打击恐怖主义计划（CTPAT）、加拿大边境服务局的合作伙伴计划（PIP）、墨西哥国家海关总局的授权经济运营商（OEA）计划以及亚太经济合作组织（APEC）授权经济运营商计划。经要求，供应商应向买方提供其符合标准或参与这些项目的文件，包括供应商参与与这些项目相关的供应链风险评估。

- 18.5. If Supplier has engaged in any improper or illegal conduct in respect to the Goods, which constitutes an unlawful restraint of competition according to applicable anti-trust rules, competition law, or laws prohibiting bribery and corrupt practices, then Supplier shall pay to Buyer eight (8) % of the net invoice amount of the Goods affected by such improper or illegal conduct as liquidated damages, unless Supplier can prove that Buyer has suffered no or only lower damages. This obligation shall survive termination or fulfillment of the Order and/or a relating Frame Purchase Agreement. Buyer's contractual or statutory remedies shall remain unaffected by the right to claim liquidated damages under this Section; in particular, Buyer may claim damages upon proof that the actual losses correspond to a higher amount than the liquidated damages.

如果供应商参与了与货物有关的任何不当或非法行为，且根据适用的反垄断规则、竞争法，或禁止贿赂和腐败行为的法律，该等行为构成了非法限制的竞争，则对于受此类不正当或非法行为影响的货物，供应商应向买方支付数额为净发票金额8%的款额作为违约金，供应商能够证明买方没有遭受或仅遭受了较小的损失的情形除外。该义务将在订单和/或相关购买框架协议终止或履行后继续有效。买方的合同或法定补救措施不受本节规定的索赔违约金的权利的影响；买方可以在证明其实际损失高于违约金的情况下要求获得赔偿。

§ 19 GOVERNING LAW; PLACE OF VENUE AND JURISDICTION

适用法律；场地和管辖权

- 19.1. Unless otherwise agreed, if the location of Buyer from which the Order is issued is in Europe, then any dispute, controversy or claim arising out of or in connection with the Order, these Terms, or the execution, breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed EUR 100,000. Where the amount in dispute exceeds EUR 100,000, the Arbitration Rules shall apply. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration. The arbitral tribunal shall be composed of three (3) arbitrators. The seat of arbitration shall be Gothenburg. The language to be used in the arbitral proceedings shall be English. These Terms and/or the Order shall be governed by the substantive law of Sweden. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

除非另有约定，否则如果发出订单的买方所在地点位于欧洲，由于此订单、该等条款或其执行、违约、终止或无效而引起或与之相关的任何纠纷、争议或索赔应根据斯德哥尔摩商会仲裁院的仲裁规则进行终局仲裁。当争议金额不超过10万欧元时，将适用快速仲裁规则。当争议金额超过10万欧元时，将适用仲裁规则。争议金额包括在仲裁申请中提出的索赔以及在应对仲裁申请时提出的任何反诉。仲裁庭应由三（3）名仲裁员组成。仲裁地点为哥德堡。仲裁程序中使用的语言应为英语。该等条款和/或订单应受瑞典实体法的管辖，《联合国国际货物销售合同公约》明确不适用。

- 19.2. Unless otherwise agreed, if the location of Buyer from which the Order is issued is in North-, Central- or South America, then any controversy or claim arising out of or relating to the Order, these Terms, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its International Arbitration Rules, before three (3) arbitrators, selected by the AAA in accordance with those rules. The arbitration is to be conducted in English. The arbitrators are to apply the laws of the State of Michigan, without regard to any applicable conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

除非另有约定，否则如果发出订单的买方地点位于北美、中美或南美，由于此订单、该等条款或违约行为引起或与之相关的任何争议或索赔应由美国仲裁协会（“AAA”）根据其国际仲裁规则仲裁解决，三（3）名仲裁员由AAA根据这些规则选定。仲裁将以英语进行。仲裁员需应用密歇根州法律，而不考虑任何适用的法律条款冲突。



《联合国国际货物销售合同公约》明确不适用。

Each party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order or judgment. Any award, order or judgment pursuant to the arbitration is final, non-appealable and may be entered and enforced in any court having jurisdiction thereof.

为了执行任何裁决、命令或判决，各方应向任何有管辖权的法院提交执行。仲裁所做出的任何裁决、命令或判决是终局性且不可上诉的，并且可以在任何具有管辖权的法院进行登记和执行。

The award of the arbitrators shall be in writing and shall specify the factual and legal basis for the award. The arbitrators shall, in the award, determine and allocate the costs of the arbitration, including the fees of the arbitrators and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail, to the extent and in the proportion deemed reasonable by the arbitrators.

仲裁员应以书面形式做出裁决，并指出裁决的事实和法律依据。仲裁员应在仲裁裁决中确定并划分仲裁费用，包括仲裁员的费用和胜诉方所承担的合理律师费用，以仲裁员认为合理的承担比例为准。

The arbitration is to be conducted in Novi, Michigan.

仲裁将在密歇根诺维进行。

- 19.3. Unless otherwise agreed, if the location of Buyer from which the Order is issued is in Asia, except in China, then any dispute, controversy or claim arising out of or relating to the Order or these Terms, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this Section.

除非另有约定，否则如果发出订单的买方所在地点位于亚洲（中国除外），由于此订单或该等条款导致或与此相关的任何纠纷、争议或索赔，或违约终止或无效，均应按照现行的《联合国贸易法委员会仲裁规则》进行仲裁解决。本节其余部分可能会做出修改。

The appointing authority shall be Singapore International Arbitration center. The place of arbitration shall be in Singapore. There shall be three (3) arbitrators. Any such arbitration shall be administered by SIAC in accordance with SIAC Procedures for Arbitration in force at the date of this contract including such additions to the UNCITRAL Arbitration Rules as are therein contained. The language to be used in the arbitral proceedings shall be English.

指定仲裁机构应为新加坡国际仲裁中心。仲裁地点为新加坡。应有三（3）名仲裁员。任何此类仲裁应由SIAC在合同的有效日期内按照有效的仲裁程序（包括合同中所包含的UNCITRAL仲裁规则的附加规定）主持仲裁。仲裁程序使用的语言应为英语。

These Terms and/or the Order shall be governed by the substantive law of the country where the Buyer has its registered office. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

该等条款和/或订单应受买方注册办事处所在国家/地区的实体法管辖。《联合国国际货物销售合同公约》明确不适用。

- 19.4. Unless otherwise agreed, if the location of Buyer from which the Order is issued is in China, any dispute, controversy or claim arising from or in connection with this the Order or these Terms, including any question regarding its existence, validity or termination, shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC"), which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding on the parties.

除非另有约定，否则如果发出订单的买方所在地为中国，由于此订单或本条款导致或与此相关的任何纠纷、争议或索赔（包括有关其存在性、有效性或终止的任何问题）应提交给中国国际经济贸易仲裁委员会（“CIETAC”），仲裁委员会应按照申请仲裁时仲裁委员会现行有效的仲裁规则进行仲裁。仲裁裁决具有终局性，并对双方均具有约束力。

The place of arbitration shall be in the city of Shanghai. The language of the arbitration shall be English. The tribunal shall consist of three (3) arbitrators. One arbitrator shall be appointed by each party. The presiding arbitrator shall be appointed by agreement between the parties or, failing agreement within twenty (20) Days of



the appointment of the two party-appointed arbitrators, in accordance with CIETAC's arbitration rules. The presiding arbitrator shall not be a national of the People's Republic of China. To the fullest extent permitted under the CIETAC arbitration rules, any arbitrator to the arbitration (including any arbitrator appointed by CIETAC) may be nominated and appointed from outside CIETAC's panel of arbitrators.

仲裁地点为上海市。仲裁语言应为英语。仲裁庭由三 (3) 名仲裁员组成。双方各任命一名仲裁员，并通过双方的商定结果任命首席仲裁员。如果在任命各方仲裁员后的二十 (20) 天内仍未就首席仲裁员人选达成一致，则根据CIETAC仲裁规则任命首席仲裁员。首席仲裁员不得为中华人民共和国的公民。在CIETAC仲裁规则允许的最大范围内，仲裁员 (包括CIETAC任命的任何仲裁员) 可由CIETAC仲裁员小组提名并任命。

The Order or these Terms and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of the People's Republic of China. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

订单或本条款以及由订单或其标的物引起或与之相关的任何争议或索赔均受中华人民共和国法律管辖，并根据中华人民共和国法进行解释。《联合国国际货物销售合同公约》明确不适用。

- 19.5. The existence of any dispute or difference or the initiation or continuation of any proceedings shall not postpone or delay the performance by the parties of their respective obligations pursuant to the Order or the Terms. Supplier shall not restrict or threaten to restrict or stop supply to any Buyer as a remedy for any dispute or disagreement.

任何纠纷或分歧的存在或任何诉讼的启动、延续均不得延迟或耽搁当事人履行其根据该订单或该等条款需承担的相应义务。供应商不得将限制或威胁限制或停止向任何买方供应货物等做法作为解决任何纠纷或异议的补救措施。

- 19.6. For the avoidance of doubt, the provisions herein shall not preclude a party from seeking injunctive relief, interlocutory order or other intermediary decisions from any competent court of law.

为避免疑义，此处的规定不应妨碍缔约方从任何主管法院寻求禁令救济、中间命令或其他居间决定。

§ 20 GENERAL/MISCELLANEOUS

通用信息 / 杂项

- 20.1. No amendment, modification, termination or waiver of any provision of these Terms or of any Order, and no consent to any departure by either party therefrom, shall under any circumstances be effective unless the same shall be in writing and signed by both parties, which must include the signature of an authorized representative of Buyer, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Supplier in any event, case or occurrence, shall of itself entitle Supplier to any other or further notice or demand in any similar or other circumstances.

对该等条款或任何订单规定的修订、修改、终止或放弃，同意任何一方退出合同应以书面形式进行并由双方签署，并包括买方授权代表的签名。此类弃权或同意只能在具体情况下和为了特定目的而生效。在任何大事、情况或事件发生时，对供应商的通知或要求均不应视为供应商在任何类似或其他事件下有权收到任何其他或进一步通知或要求。

- 20.2. If any provision hereof or any part provision is or is held by any competent court or authority to be invalid or unenforceable, such provision or part provision will be deemed severed and omitted, the remaining portions hereof continuing in full force and effect. If required, Buyer and Supplier shall replace such invalid or unenforceable provision with a valid and enforceable provision having similar economic consequences, provided that the content of the Terms is not materially altered.

如果任何管辖法院或主管机关认为任何条款或任何部分的条款无效或不可执行，则该条款或该部分条款将被视作分割和省略，其余部分仍具有完全效力。如果需要，买方和供应商应使用具有类似经济结果的有效且内容没有重大改变的可执行条款替换此类无效或不可执行条款。

- 20.3. No course of dealings between Supplier and Buyer or any delay or omission of Buyer to exercise any right or remedy granted under these Terms shall operate as a waiver of such rights, and every right and remedy of Buyer



provided herein shall be cumulative, concurrent and in addition to any other further rights and remedies available at law or in equity.

供应商和买方之间的任何交易过程，或买方根据该等条款行使任何权利或补救措施的任何延误或遗漏均不应视为放弃此类权利，除法律或衡平法提供的任何其他权利和补救措施外，买方在此提供的每项权利和补救措施均为累积性且能同时存在的。

- 20.4. Upon forty-eight (48) hours' notice, Buyer, or a representative appointed by Buyer, shall be entitled to have access to Supplier's premises during normal business hours and without interfering with Supplier's business in order to inspect all documents, instruments, books and records relating to any Order or the Goods, which are subject of such Orders, or Supplier's manufacturing process. Except as otherwise expressly provided in these Terms, Supplier agrees to maintain all such records for at least ten (10) years after the last delivery of the Goods to Buyer, unless otherwise agreed or unless a longer period is otherwise required by law.
在提前四十八 (48) 小时发出通知后，买方或由买方指定的代表有权在正常工作时间内进入供应商处所，并在不干扰供应商业务的前提下检查涉及任何订单或货物（作为此订单或供应商制造过程的所涉对象）的所有文件、工具、记录簿和记录。除非该等条款另有明文规定，否则供应商同意在货物最后一次交付给买方后的至少十 (10) 年内保存所有此类记录，双方另行约定或法律规定了更长期限的情形除外。
- 20.5. Supplier shall not assign the benefit or the burden of any Order, in whole or in part to any third party without the prior written consent of Buyer.
未经买方事先书面同意，供应商不得将任何订单的收益或责任全部或部分转让给任何第三方。
- 20.6. Buyer is, upon notice to Supplier, entitled to assign, transfer, or delegate, in whole or in part, any of its rights and obligations under the Order to any third party.
在通知供应商后，买方有权将其订单项下的任何权利和义务全部或部分地分配、转让或委托给任何第三方。
- 20.7. Surviving obligations; subject to any terms set forth therein the following articles shall survive termination or expiry of the Order: 10, 11, 13, 14, 15, 16, 17, 18 and 19. Termination expiration of the Order for any reason shall be without prejudice to any rights, which shall have accrued to the benefit of either party prior to such termination or expiration.
继续有效的义务；除其中所列条款另有规定外，下列条款在订单终止或期满后仍有效：第10、11、13、14、15、16、17、18、19节。以任何理由终止该订单的期限时，不得损害任何一方在该终止或到期之前的利益。
- 20.8. These Terms are written in Chinese and English. The Chinese version (if any) is for reference only. In case of any discrepancy between these two versions, the English version shall prevail.
本条款以中英文书就，中文版本（如有）仅供参考。若中文与英文有任何不一致的，以英文约定为准。



LIST OF DEFINITIONS

定义清单

Buyer means the party which issues an Order or on whose behalf an Order is issued.
买方是指下达订单或以其名义下达订单的一方。

Day means a consecutive calendar day.

天数是指连续的日历日

Delivery Schedule means any instruction issued by Buyer to Supplier specifying the required delivery quantities, place, date and (if relevant) time of delivery of Goods.

交货时间表是指买方向供应商发出的指明所要求的交货数量、地点、日期和（如果相关）交货时间的任何指示。

EDI means Electronic Data Interchange, i.e. the transmission of data via electronic communication links between the parties or other machine-readable data media.

EDI 是指电子数据交换，即通过各方之间的电子通信链路或其他可机读数据媒体进行的数据传输。

Goods means all production materials and automotive components specified in the Order and includes raw materials, assemblies, automotive accessories, components, molds, Tooling and, where relevant, services, related to those items described in the Order.

货物是指订单中指定的所有生产材料和汽车部件，包括与订单所述项目相关的原材料、组件、汽车配件、部件、工装、工具和相关服务。

Incoterms means those trade terms published by the International Chamber of Commerce and titled "Incoterms 2020".

国际贸易术语是指由国际商会发布的题为“2020 年国际贸易术语解释通则”的贸易术语。

Intellectual Property Rights (IPRs) means patents, design rights, copyrights, trademarks and service marks (whether registered or not and applications for any of the foregoing), utility models, know-how, and rights of a like nature, throughout the world.

知识产权（IPR）是指世界各地的专利、设计权、版权、商标和服务标志（无论是否注册，以及是否申请上述权利）、实用模型、专有技术和类似性质的权利。

Open Source means any software subject to a license that (a) requires the licensee to redistribute source code; (b) makes the source code available to copy, modify, and/or distribute the source code or a derivative; (c) may permit or require either any license fee or no license fee; and/or (d) fits the open source definition (as promulgated by the Open Source Initiative) or the free software definition (as promulgated by the Free Software Foundation), or any substantially similar license, including but not limited to any license approved by the Open Source Initiative, and any creative commons license.

开放源码指符合以下各项条件的、受许可约束的任何软件：（a）要求被许可人重新分发源代码；（b）使得能够复制、修改和/或分发源代码或衍生物；（c）可以允许或要求获得任何许可费或不收许可费；和/或（d）符合开放源码定义（根据开放源码倡议公布）或自由软件定义（由自由软件基金会公布）或任何实质相似的许可，包括但不限于开放源码倡议批准的任何许可以及任何知识共享许可。

Supplier is the party to whom the Order is addressed.

供应商是接受订单的一方。

Tooling means production equipment, including, but not limited to forging dies, measuring and testing equipment (e.g. gauges), matrices, molds, samples, tools, devices, drawings and similar items required for the production and examination of Goods.

工装是指生产设备，包括但不限于生产检验货物所需的锻模、量具和检测设备（如量规）矩阵、型号、样品、工具、设备、图纸和类似物品。