



GENERAL TERMS OF PURCHASE FOR THE PEOPLE'S REPUBLIC OF CHINA 采购通用条款

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ISSUANCE DATE: June 1st, 2018	1/21
ISSUED BY: J. KUPPENS	

1. OBJECT / GENERAL TERMS

目标/通用条款

The relationship between the “Buyer or Purchaser” and the “Seller or Supplier” shall be governed by these General Terms and Conditions and, if necessary, by any other specific terms that may be agreed by the Purchaser and Supplier in writing (“the Contract or Purchase Order”). The Purchaser reserves the right to update these General Terms of Purchase by post through link at www.grupoantolin.com, being the Supplier’s responsibility to keep itself up to date on the terms. A change in any terms that are applicable to an on-going order, established under these General Terms of Purchase or under any specific contractual terms, will require a written agreement signed by both parties.

“买方或采购方”和“卖方或供应方”的关系受本采购通用条款和条件（“采购通用条款”）的约束，以及如有必要，受采购方和供应方书面约定的其他具体条款（“合同或采购订单”）的约束。采购方保留通过www.grupoantolin.com 的链接发布更新后的本采购通用条款的权利，而供应方有义务了解最新版的条款。如需修改基于本采购通用条款或具体合同条款而订立的执行中的订单的任何条款，需经双方签署书面协议。

In the event of a conflict, contradiction or ambiguity between these General Terms of Purchase and any specific terms contractually established, the latter will prevail over the former. Furthermore, these General Terms of Purchase will take preference even if they contradict or differ from any General Terms of Sale applied by the Supplier, or any condition or specification that the Supplier has included in its delivery slips, invoices or other documents exchanged by the Parties, not expressly accepted by the Purchaser in written. Consequently, the Supplier hereby freely waives the rights of the foregoing in the event of a conflict.

如本采购通用条款与任何具体的合同条款之间存在冲突、矛盾或歧义之处，以后者为准。此外，当本采购通用条款与供应方的销售通用条款或供应方已在其送货单、发票或双方沟通的其他文件中注明的任何条件或说明（但前述条件或说明未经采购方书面明确同意的）存在冲突或不一致时，以本采购通用条款为准。因此，在发生冲突时，供应方在此自愿放弃其就前述文件享有的权利。

2. CONFORMITY ON THE PURCHASER’S REQUIREMENTS

符合采购方要求

The Supplier is obligated to comply with the terms, conditions and instructions that come with the Purchase Order and with these General Terms of Purchase, including but not limit to technical and quality specifications, range, studies, plans, drawings, or anything else.

供应方有义务遵守采购订单和本采购通用条款中的条件，包括但不限于技术和质量规格、范围、研究、方案、图纸或其他。

The Supplier is obligated to comply with the MP01 Suppliers Manual of Grupo Antolin and to be up to date and in possession of any future versions thereof, to include the Specific Requirements of the Grupo Antolin (CSR), available at www.grupoantolin.com. Any deviation from said documents will be notified in writing by the Supplier before the Contract is signed. These deviations will not be accepted unless the Purchaser has provided written confirmation.

供应方有义务遵守安通林集团的 MP01 供应方手册，且应了解并掌握任何将来更新的版本。手册可在www.grupoantolin.com 获取，其包含了安通林集团的具体要求（包括企业社会责任）。在签订合同前，供应方需以书面形式告知对上述文件的不同意见。仅在采购方提供书面确认后，前述不同意见方可被接受。



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The Supplier shall enter the composition details of the products supplied, in the IMDS (International Material Data System) computer application, at www.mdsystem.com. The foregoing will constitute a prior requirement for the presentation of Initial Samples.

采购方应在 IMDS (国际材料数据系统) 计算机应用程序中 (www.mdsystem.com) 录入其所供应产品的成分信息。完成前述录入是展示初始样品的前提条件。

If applicable, the Supplier shall comply with the European regulation REACH 1907/2006 CE and/or any other rule complementing, amending or replacing the same; furthermore, the Supplier shall guarantee compliance with the MINERAL CONFLICT POLICY OF GRUPO ANTOLIN, based on the Dodd-Frank Wall Street Reform and Consumer Protection Act, of 22 of August, 2012 (USA), and/or any rule complementing, amending or replacing the same, undertaking to provide information on the use and source of these minerals and to ensure that this is fulfilled by its supply chain. The Supplier irrevocably confirms that the aforesaid rule and policy form an integral part of these General Terms of Purchase and the Supplier will not challenge the legality, effectiveness or applicability of such rule or policy in any for whatsoever.

(如适用) 供应方应遵守欧盟规定 REACH 1907/2006 CE 和/或补充、修改或替换前述规定的其他规则; 此外, 供应方应确保其遵守根据美国 2012 年 8 月 22 日的《多德-弗兰克华尔街改革与消费者保护法》而制定的安通林集团矿产冲突政策, 和/或补充、修改或替换前述法案的其他规则, 承诺提供有关其矿物使用和来源的信息, 并确保其供应链履行前述承诺。供应方不可撤销地确认前述规则与政策构成本采购通用条款的一部分, 且供应方将不会以任何方式质疑该等规则或政策的合法性、有效性或可适用性。

The Supplier acknowledges that it assumes all responsibility for ensuring, at its sole cost, that all testing and analysis as is needed to meet IATF 16949 requirements or any other quality certification or other standards that Purchaser's customers or Purchaser requires on parts, components, materials, systems and processes incorporating or involving any product sold by Supplier to Purchaser hereunder will be properly completed, and satisfied, whether or not Supplier is or has been certified as meeting such certification requirements apart from the Purchase Order concerned.

供应方确认其将自负费用并全面负责确保为满足 IATF 16949 要求或采购方客户或采购方就组成或涉及供应方基于本采购通用条款向采购方销售的任何产品的零部件、材料、系统和工艺所要求的其他质量认证或标准所需的所有测试和分析将被适当地完成和满足, 无论供应方是否在相关订单以外已经被证明符合前述认证要求。

The Supplier shall provide the Purchaser in a timely manner with any financial data it may request, to guarantee the Supplier's solvency and, consequently, the adequate performance of this agreement.

供应方应及时向采购方提供其可能要求的任何财务数据, 以确保供应方的偿付能力, 以及对本约定的充分履行。

3. OEM REQUIREMENTS

主机厂要求

When the OEM Customer directs the Purchaser in the utilization of Material and/or components and/or services provided by a directed Supplier, the Supplier shall comply with the terms and conditions of any Purchase Order or other agreement received by Purchaser from a third party (which is referred to herein as "OEM Customer" and whose order or other agreement referred to herein as "OEM Purchase Order") whereby Purchaser agrees to supply to the OEM Customer, or incorporated into goods supplied to OEM Customer, goods or services. Purchaser may (but bears no obligation), from time to time, supply Supplier with information regarding OEM Purchase Orders, but, in any event, Supplier shall be responsible for ascertaining any terms or conditions contained in OEM Purchase Orders that may affect Supplier's obligations hereunder. Without restricting the foregoing, Supplier shall take such steps, provide such disclosure and do all things as may be necessary or desirable and within its control to enable Purchaser to meet Purchaser's obligations to OEM Customers under



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OEM Purchase Orders. In the event Purchaser reduces its price for goods or services during the term of the Purchase Order, Supplier simultaneously shall reduce its price for its components goods or services correspondingly. If there is any conflict between this paragraph and any other paragraph of this document, Purchaser shall have the right to have the provisions of this paragraph prevail. Regardless of any dispute between Purchaser and Supplier, Supplier agrees to use his best efforts to cooperate with Purchaser and Purchaser's OEM Customer in the event of any dispute between Purchaser and Purchaser's OEM Customer relating any way to the applicable goods or services provided or sold to Purchaser by Supplier.

当主机厂客户要求采购方使用指定供应方提供的材料和/或部件和/或服务时，供应方应遵守任何采购订单或采购方从第三方(此处称为“主机厂客户”，主机厂客户的采购订单或其他协议此处称为“主机厂采购订单”)处接收的其他协议的条款和条件，而采购方是根据主机厂采购订单同意向主机厂客户提供产品或服务，或将其纳入向主机厂客户提供的产品中。采购方可以(但不负义务)，不时向供应方提供有关主机厂采购订单的信息，但在任何情形下，供应方有义务理解主机厂采购订单中包含的可能会影响供应方在本采购通用条款项下的义务的条款或条件。在不限制前述条款适用性的前提下，供应方应进行必要披露并采取在其控制范围内的所有必要或被希望采取的行动以确保采购方履行其根据主机厂采购订单应对主机厂客户承担的义务。如果采购方在采购订单期间，降低其产品或服务的价格，供应方应同时相应地降低其产品或服务的组件的价格。如果本条与本文件的其他条款有冲突，采购方应有权要求以本条规定为准。不论采购方和供应方之间发生何种冲突，当采购方和采购方主机厂客户发生任何与供应方向采购方销售或提供的相关产品或服务有任何关联的争议时，供应方同意尽其最大努力配合采购方和采购方的主机厂客户。

4. ACCEPTANCE OF THE CONTRACT

合同接受

All Contracts and their acceptance, including any other transactions or modifications, shall be in writing.

所有合同及其接受，包括任何其他交易或修改，应以书面形式作出。

These documents may also be issued by remote and electronic means or by any other channel providing acknowledgement of receipt.

前述文件亦可通过远程电子方式或其他提供接收回执的途径予以发出。

Along with the Contract, the Purchaser will make available to the Supplier, or will send a copy of, the General Terms of Purchase. In the case of any subsequent Contract is executed, the Contract will refer to these General Terms of Purchase previously provided to the Supplier.

除合同外，采购方还将向供应方提供(或发送一份复印件)采购通用条款。若存在后续签署的合同。合同将适用先前提供给供应方的采购通用条款。

To accept the Contract, a duly signed and sealed copy or electronically accepted version shall be sent by the Supplier to the Purchaser within 15 days since the Purchaser acknowledged receipt thereof by the Supplier.

为接受合同，在采购方确认收到供应方的对合同的接受后的 15 日内，相应的经适当签署和盖章的文本或可接受的电子形式的文本应由供应方发送给采购方。

Without prejudice to the foregoing, the Supplier's mere performance of the Contract or the acceptance of payment for any part of the goods or services, will constitute total acceptance thereof and will exclude any indication to the contrary not confirmed in writing by the Purchaser.



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在不影响前述条款适用性的情形下，供应方部分履行合同或接受任何部分产品或服务的付款，将构成其对合同的全部接受，并且将排除未以书面形式向采购方确认的任何相反解释。

The Supplier's express or tacit acceptance of a Contract will constitute its acceptance of these General Terms of Purchase and the conformity on the Purchaser's requirements mentioned in second section. The Supplier further confirms that, by the acceptance of a Contract, it has fully read and understood these General Terms of Purchase and the conformity on the Purchaser's requirements mentioned in second section, including those terms which may increase its liabilities, exclude or restrict its rights.

供应方对合同的明示或默认接受将构成其对本采购通用条款以及第二条“符合采购方要求”的接受。供应方进一步确认，就合同的接受，其已充分阅读并理解本采购通用条款以及第二条“符合采购方要求”，包括可能增加其责任、排除或限制其权利的条款。

The Purchaser reserves the right to cancel the Contract, if the Supplier does not accept it in writing within a term of 15 days or, at any time prior to Supplier's acceptance.

如果供应方未在 15 日内作出书面接受，或在供应方作出接受前的任何时间，采购方保留其取消合同的权利。

5. DELIVERY SCHEDULES

交付日程安排

All deliveries will be carried out in accordance with the amounts and dates specified in the delivery schedules provided by the Purchaser. The Purchaser will not be obligated to pay for any products or services that exceed the amounts specified in the delivery schedules. Unless expressly indicated in the Contract in detail, all transportation costs will be borne by the Supplier.

所有交付将按照采购方提供的交付日程安排所规定的数量和日期予以进行。对于超出交付日程安排所规定数量的任何产品或服务，采购方没有付款的义务。除非合同明确并详细注明，所有运输费将由供应方承担。

The Purchaser, may periodically and in a reasonable manner change the delivery schedules, by providing written notice to the Supplier with sufficient time depending on the change proposed, or may order a provisional suspension of scheduled deliveries, without this entailing a change in the price or in the terms and conditions of the Contract, or entitling the Supplier to any indemnification whatsoever.

采购方可定期以合理方式修改交付日程安排，但需向供应方提供书面通知，并根据修改内容，为供应方预留充分的时间，或者采购方可要求暂时中断交付日程安排，但该等中断不得改变价格或合同条款和条件，亦不得赋予供应方获取任何赔偿的权利。

The Supplier will be responsible for maintaining the back-up stock established by the Purchaser in his Purchase Orders.

供应方将负责维持采购方在其采购订单中所要求的备用库存。

6. DELIVERY

交付

The delivery deadline of the relevant order will be the one established in the Contract's delivery schedule. 相关订单的交付期限参见合同规定的交付日程安排。

All delivery deadlines are binding, mandatory and essential, and must be strictly met. No deliveries will be accepted, before the deadlines agreed; if such deliveries are received, the Purchaser will be entitled to return



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any products at the Supplier's costs received from the Supplier prior to the date agreed or, if it prefers, to accept them, albeit charging the Supplier for any storage costs or any other kind of costs incurred.

所有交付期限均具有约束力、强制性和必要性，必须被严格遵守。不接受任何早于约定交付日期的交付；如果该等交付物已被收到，则采购方有权退还其在约定日前从供应方处收到的任何产品（退还产品的相关费用由供应方承担）或按其意愿，接受提前交付的产品，但向供应方收取因此产生的仓储费及其他费用。

The Purchaser will not be obligated to accept partial deliveries. Nevertheless, if the Purchaser accepts a partial delivery, the Purchase Order shall not be finalized until the whole fulfilment of its delivery schedule.

采购方没有接受部分交付的义务。然而，如果采购方接受部分交付，则在交货日程安排全部完成之后，采购订单才算最终完成。

The Purchaser reserves the right to terminate any order in whole or in part, not delivered within the relevant term, and the Purchaser may bring a claim against the Supplier for any loss and damage caused by this delay.

采购方保留终止未在相应期限内交付的全部或部分订单的权利，且采购方可以向供应方主张因该等迟延所导致的任何损失和损害。

Furthermore, if delivery deadlines are not met, the Purchaser may impose on the Supplier liquidated damages worked out in a reasonable manner by Purchaser in amount equivalent to the internal costs derived from the breach (including any consequential/indirect costs or damages).

此外，如果交付期限未被满足，则采购方可要求供应方支付违约金，违约金金额由采购方合理计算得出，相当于因违约产生的内部成本（包括任何结果性的或非直接的成本或损害）。

Should the Purchaser's clients impose any liquidated damages on the Purchaser arising from the Supplier's failure to meet the delivery deadlines, the Purchaser will charge these damages to the Supplier.

如果因供应方未能遵守交付期限而导致采购方客户要求采购方支付违约金的，则采购方将向供应方收取该等违约金。

7. AMENDMENTS

修改

The Supplier may not modify the product or service referred to in the Contract (including any change or modifications in its specifications, design or materials), the production processes and/or manufacturing site, without the Purchaser's prior written consent.

未经采购方事先书面同意，供应方不得改变合同提及的产品或服务（包括对其规格、设计或材料所作的任何变动或修改）、生产工艺和/或生产场地。

8. DELIVERIES

交付物

All materials will be adequately packaged and sent in accordance with standard requirements applied to ordinary carriers, in such a way that the protection of the goods is guaranteed with a minimum transportation cost, and without generating additional expenses to the Purchaser, unless otherwise agreed in the Contract. The Supplier shall insure the goods in transit, unless otherwise agreed

所有材料，在以最低运输成本确保对产品的保护且不会导致采购方产生额外支出（合同另有约定的除外）的前提下，将按照适用于通常承运人的标准要求予以充分包装和递送。采购方应为运送中的产品投保，但另有约定的除外。



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The Supplier will duly mark each parcel according to the Logistic Terms established by the Purchaser, including the addressee's name.

供应方应按照采购方的物流条款标记每件包裹，包括收货方名称。

If several parcels constitute a single delivery, each parcel will also be correlatively numbered, in which case the parcel containing the delivery note will be clearly indicated. This delivery note will describe all the specifications included in the Contract (date, order number, issuer, applicant, amount, reference and product or service name, etc.).

如果一次交付几件包裹时，则每件包裹需被标记相关联的编号，并且应明确注明送货单被放在何件包裹中。该送货单需注明合同中包含的所有规格（日期、订单号、出具方、申请人、数量、参考号以及产品或服务名称等）。

Certificate of origin: Depending on the commercial agreements in force, the exporting Supplier, at the Purchaser's request, will provide any certificates of origin that are deemed necessary.

原产地证书：根据现行的商业协议，出口供应方，经采购方要求后，需提供所有必要的原产地证书。

As the case may be, the Supplier will include in each delivery any documentation that is legally necessary and associated to the products and/or services, and any documentation requested by the Purchaser based on the requirements established. This documentation will be updated and will accurately correspond to the products and/or services; the Supplier must ensure that the documents correspond and are updated.

供应方将视情况在每次交付时提供任何法律上必要且与产品及或服务相关的文件、以及采购方根据其需求所要求的任何文件。该文件将被更新，并且将与产品和/或服务准确对应；供应方务必确保文件的对应性及更新状态。

9. INSPECTION 检查

The inspection of any merchandise (weight, amount and quality) will take place at the destination point or at the Supplier's own address, if the Purchaser deems this adequate. At the Purchaser's prior request, the Supplier will allow access to its facilities and to its suppliers' premises, to the Purchaser and/or the latter's own clients.

产品检查（重量、数量和质量）将在目的地或供应方场地进行，但前提是采购方认为前述检查已经足够。经采购方事先要求后，供应方将允许采购方和/或采购方客户参观其工厂和其自身供应方的场地。

A signature or stamp of unloaded merchandise will not constitute a final acceptance, but just that the Supplier has fulfilled its delivery obligation.

对已卸下产品的签署或盖章不构成最终接受，仅意味着供应方已履行了其交付义务。

A return of inadequate merchandise will be delivered on a "freight collect" basis, and is the Supplier's responsibility to immediately replace the merchandise and pay the freight costs as well as reimbursement for all damages incurred by Purchaser. These replacements will be invoiced as new deliveries, and no substitution or credit notes will be allowed, unless this is expressly requested by the Purchaser.

不合格产品将通过“运费到付”的方式予以返还，且供应方有义务立即替换产品并支付运费以及赔偿采购方遭受的全部损失。替换产品将作为新的交付物，开具新发票，且不接受任何代替物或贷项单据，除非采购方明确作出上述要求。



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Any differences in amount and hidden/apparent defects or vices in the merchandise received may be reported by the Purchaser both upon receipt and at any time thereafter, within the legal timeframe, even if the invoices have already been settled. Furthermore, the Supplier will be liable for warranty of title over the merchandise.

采购方接收的产品如有数量不符以及隐藏/明显缺陷或瑕疵，采购方可在接收时以及之后的任何法律允许的范围内（即便发票已经结清），予以告知。此外，供应方有义务对产品的所有权进行担保。

The Suppliers of the machines and/or equipments must provide Purchaser with:

机器和/或设备的供应方须向采购方提供如下内容:

- Drawing of the Construction Project and CAD data (Assembly and breakdown)
施工图纸以及 CAD 数据（组装和拆解）
- 2 Utilisation instruction Manuals
2 份使用说明手册
- At least a manual containing complete schematics, drawings, parts lists, specifications, sources of supply and complete service/test instructions
至少一份包含完整的示意图、图纸、零件清单、规格、供应源及完整服务/测试说明的手册
- Preventive Provisional Maintenance Conditions and a list of part that subject to wearing
预防性临时维护条件以及一份易损耗零件清单
- First Sample Reports and Capability Studies (for the Manufacturing Means)
首样报告以及性能研究（有关制造方式）
- Additional documentation as requested in the Technical Specifications.
技术规格书要求的额外文件

Any engineering design by Supplier with regard to products, tooling, equipment or special machines sold to, or furnished or paid for by Purchaser must fulfil specifications from the Purchaser and any change requires the prior written approval of the Purchaser. The Supplier will, to the satisfaction of the Purchaser, furnish Purchaser with a certificate of Insurance for personal and property liability prior to proceeding with work in the Purchaser's premises

供应方就其向采购方销售的、或采购方提供或支付的产品、工具、设备或专用机器所做的任何工程设计，须符合采购方提供的规格，且任何修改均需获得采购方的事先书面批准。在采购方场地开展工作前，供应方将以令采购方满意的方式，向采购方提供已投保人身及财产责任保险的证明。

10. SPARE PARTS 备用零件

The Supplier shall ensure to be able to deliver spare parts at the same price at which the series has been supplied, over a twenty-year period after the delivery, unless otherwise agreed. Under the circumstance where the Supplier cannot deliver or fails to timely deliver the relevant spare parts, in addition to pursuing the liability for breach of contract against the Supplier, the Purchaser shall be entitled to take one or more of the following measures while the costs and expenses arising therefrom shall be borne by the Supplier:



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除非另有约定，在交付后的 20 年期限内，供应方应确保能够按照已供应系列的价格交付备用零件。若供应方无法交付或未能及时交付相关备用零件的，除追究供应方的违约责任外，采购方有权采取以下一项或多项措施，由此产生的成本和费用应当由供应方承担：

- (1) purchase the spare parts or the substitute from third party;
自行向第三方采购该备用零件或其替代品；
- (2) entrust third party to manufacture the spare parts or the substitute;
自行委托第三方制造该备用零件或其替代品；
- (3) other measures may be taken to obtain the spare parts or the substitute.
其他为获得该备用零件或其替代品而可采取的措施。

Under the circumstance where the Purchaser takes any of the above measures, the Supplier shall not raise any objection and shall be responsible for providing necessary technical support to the Purchaser (including debugging, compatibility test).

采购方采取上述措施的，供应方不得提出任何异议，且供应方应负责向采购方提供必要的技术支持（包括但不限于相关备用零件或其替代品的调试、兼容性测试）。

In the case of a specific investment attached to a project/vehicle (molds, cutting dies, etc.), it is the Supplier's responsibility to provide the non- standard components parts during the life of the project.

在某一项目/车辆需要特定投资物（模具、切削磨具等）的情况下，供应方有责任在项目周期内提供非标准组件。

In the case of capacitive investments (presses, injection molding machines, etc.), it is the Supplier's responsibility to provide the non-standard component parts during the life of the project.

在电容性的投资物（冲压机、注塑机等）的情况下，供应方有责任在项目周期内提供非标准组件。

In either case, once the installation is delivered, the Supplier will hand over the necessary documentation to enable the manufacturing of specific spare parts.

在任何情形下，一旦安装已经完成，供应方将提交必要文件以便制造特定备用零件。

11. TERMS AND CONDITIONS OF PAYMENT 支付条款和条件

The goods and services shall be furnished at a price set forth on the face of the Purchase Order. Unless otherwise stated, prices are final, and no additional charges, surcharges, premiums or additional charges of any type shall be added without Purchaser's written consent, including, but no limited to, shipping, packaging, labelling, custom duties, taxes, storage, insurance, boxing, crating, drayage or containers. Also, unless otherwise agreed, a Contract will be issued based on "fixed prices", i.e. the Purchaser will not be obligated, during the course of contractual performance, to change its price terms in the event that the Supplier incurs a higher price in labour, raw materials, services or otherwise. Supplier represents and warrants that prices are, and will remain, no less favourable to Purchaser than any price which Supplier presently, or in the future, offers to any other customer for the same or substantially similar goods or services for substantially similar quantities. Otherwise, the Supplier shall compensate the Purchaser for the price difference as well as the corresponding interest calculated at the rate of 0.05% per day for the period from the date of the payment by the Purchaser to the date of compensation by the Supplier.



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产品和服务应按照采购订单所载明的价格予以提供。除非另有约定，价格为最终价格，未经采购方书面同意，不得增加任何额外费用、附加费、保险费或任何类型的附加费用，包括但不限于运输、包装、标签、关税、税费、仓储、保险、装盒、装箱、拖运或集装箱的费用。同样地，除非双方另有约定，否则合同将基于“固定价格”发出，即在合同履行期间，当供应方发生更高的人工、原材料、服务或其他费用的成本时，采购方没有义务修改其价格条款。供应方声明和保证，该价格不会高于，且始终不会高于，供应方目前或在未来向其他客户就实质相当数量的相同或实质相似的产品或服务所提供的报价。否则，供应方应赔偿采购方价格差及相应利息，利息的日利率为 0.05%，从采购方付款日起算直至供应方支付赔偿。

Unless otherwise agreed, all payments will be made by bank transfer on the third business day (for banking purposes) upon day 1 and 15 of each month, according to the terms of payment legally foreseen in the Purchaser's country and from the date on which the invoice is issued (the invoice date will refer to the date when the Supplier has adequately supplied the good or provided the service), being able to group invoices by fortnight or calendar month. To this effects, the deadline for the receipt of invoices at the Purchaser's Administration Department will be until day 5 of the month following supply of the merchandise or provision of the service.

除非双方另有约定，所有付款将根据采购方所在国家的付款条款，在发票出具之后（发票日期指供应方已充分提供产品或服务的日期）的每月 1 日和 15 日后的第三个银行工作日，通过银行转账方式予以支付（供应方能够在两周或日历月内将发票聚齐）。为实现该等目的，采购方管理部门接收发票的截止日期为产品或服务供应后的下个月的第 5 日。

Payment will be made in the currency expressly stated in the Purchase Order, if no currency is noted, payment will be made in RMB.

付款将按照采购订单明确注明的币种进行，如果未注明任何币种的，付款将通过人民币进行。

The Purchaser's payment does not mean that the Purchaser considers the Contract as adequately performed by the Supplier, or that it is waiving any rights it is entitled to. Furthermore, the Purchaser reserves the right to make payment through its affiliates or parent companies, or to set off any debit or credit items between these companies and the Supplier, as long as this is permitted in applicable law.

采购方的付款并不意味着采购方认为合同已经由供应方充分履行，或者采购方放弃其享有的权利。此外，在适用法律许可的范围内，采购方保留通过其关联方或母公司付款的权利，或抵销前述公司与供应方间的任何借方或贷方项目的权利。

Any credit rights that may be generated in favour of the Supplier as a result of the Purchaser's orders may not be assigned to any third party (including the Supplier's affiliates) without the Purchaser's express and written consent. Consequently, the Purchaser will not settle the payment of any prices in favour of any third party, without the Purchaser having agreed to the assignment of the resulting credit rights in writing.

未经采购方的明确书面同意，供应方因采购方的订单可获得的债权不得被转让给任何第三方（包括供应方的关联方）。因此，在采购方未以书面形式同意债权转让前，采购方不会向任何第三方结算任何费用。

12. TAXES 税费

Any taxes levied on the commercial transactions referred to in these General Terms of Purchase will be borne by the parties in accordance with what is legally foreseen. In each case, the taxpayer will be responsible for applicable taxes to be adequately reflected in accounting terms.



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就本采购通用条款所提及的对商业交易所征收的任何税费将由双方按照法律规定予以承担。在各情形下，纳税方应承担在会计条款中充分反映的适用税费。

13. WARRANTY 保证

Any current legislation on the warranty of products, investments or services supplied will apply, unless other terms are agreed in the Contract.

任何有关产品、投资物或提供服务的保证的现行法律将适用，除非合同中约定了其他条款。

In addition to the warranties provided for in the Purchase Order, Supplier represents and warrants to Purchaser as follows (a) the goods, services or facilities provided by Supplier strictly conform with the technical and quality specifications, drawings, instructions, advertisements, statements on contained and labels, descriptions and samples furnished or specified by Purchaser; (b) the goods are free from defects in workmanship and material and shall be new and of the highest quality and the goods are merchantable (c) the goods, facilities or the results of the services rendered are genuine in all respects and do not break any industrial or intellectual property right of a third party; (d) Supplier acknowledges that it knows the Purchaser's intended use of the goods, services or facilities covered by the Contract and guarantees that they shall be conformed and fit to Purchaser's objectives and shall be free from faults or defects that affect their use; (e) the Goods do not, and are no claimed to violate any patent, trademark, copy right or other intellectual property right; (f) Supplier has good and marketable title to the goods and all components therein, is entitled to place them on the market, and deliver them to the Purchaser free of all security interests, liens and encumbrances; (g) Supplier comply with the law applicable for the development of its activity.

除采购订单中规定的保证外，供应方声明和保证如下内容：(a)供应方提供的产品、服务或设施严格符合采购方提供或规定的有关技术和质量的规格、图纸、说明、广告、容器和标签中的声明、描述和样品；(b)产品在工艺和材料上没有缺陷，全新，最高质量，适销；(c)产品、设施或所提供的服务的结果在各方面均是正品，且不会侵犯任何第三方的工业或知识产权；(d)供应方确认其了解采购方对于合同项下产品、服务或设施的拟定用途，并保证其符合采购方的目标，且不存在影响使用的故障或缺陷；(e)产品未侵犯，且未被声称侵犯任何专利、商标、著作权或其他知识产权；(f)采购方拥有产品及其全部组件的良好的、可转让的所有权，有权将其投放市场，且有权将其交付给采购方而无任何担保、留置权或权利负担；(g)采购方遵守适用于其开展自身活动的相关法律。

The Supplier shall remedy any manufacturing defects or any other breach, as soon as possible, by allocating its own resources on a priority basis.

采购方应使用其自身资源并以优先级的方式，尽快修复任何制造瑕疵或其他违约行为。

If the Supplier does not immediately remedy a defect at the Purchaser's request, the latter may repair the defective product at the Supplier's cost, if necessary, in order to guarantee the continuity of its production process (or that of its clients). In these cases, any costs incurred in this selection/repair will be invoiced to the Supplier and may be set off against any sum due to the Supplier. In the event of a set-off, the Supplier may ascertain the authenticity of the Purchaser's claim for a period of ten (10) days term, before making the set-off.

经采购方要求后，如果供应方未能立即修复瑕疵的，在必要情况下，为确保其（或其客户的）生产程序的持续性，采购方可修复瑕疵，相关费用由供应方承担。在该等情形下，因前述选择/修复产生的费用可向供应方收取，且可在采购方对供应方的欠款中予以抵销。发生抵销时，供应方可在抵销前的十（10）日内，对采购方索赔的真实性进行认定。



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Furthermore, the Supplier will pay for any additional remedy costs that arise from or are related to the defects, to particularly including but not limit to, transportation, assembly and dismantling costs, administrative costs and handling expenses, as well as any other costs related to remedy the defect (its own costs, the Purchaser's costs, and those of the Original Equipment Manufacturer (OEM)). The provisions of this paragraph will not apply to any legal or contractual rights that may arise in relation to the supply of defective Products.

此外，供应方将支付因瑕疵产生的，或与瑕疵相关的额外补救费用，尤其包括（但不限于）运输、装配和拆卸成本、管理费用和处理费用，以及其他与弥补瑕疵有关的费用（自身费用、采购方费用、原始设备制造商（主机厂）的费用）。与瑕疵产品的提供有关的任何法律或合同权利，本段落的规定不适用。

Under the applicable legislative laws, when it comes to product's warranties, investments or supplied services, unless otherwise agreed in writing, there will be a sixty (60) month warranty period, beginning when the end Product is made available to the final user, covering the placement of the Supplier's product in the end vehicle; if the Supplier has agreed with the Purchaser's client on a different warranty period, this will be irrefutably authentically confirmed upon receipt of the Contract.

根据适用法律，当涉及产品、投资物或提供服务的保证时，除非另有书面约定外，否则质保期为六十（60）个月，自终端产品被提供给最终用户使用时开始生效，覆盖供应方产品在终端车辆上的配置时间；如果供应方与采购方客户约定了不同的质保期，在收到合同时，前述不同的质保期将不可驳回地予以真实确认。

In relation to any Products unable to be used during inspection and remedy of a defective Product, the warranty period will be extended for the same period of time during which the Product could not be used.

在检查和瑕疵产品修复过程中无法使用的任何产品，其质保期将根据产品无法使用的期限被同等延长。

For the delivery of spare parts, if a repaired Product evidences the same defect that was repaired, or a defect resulting from its repair, the warranty term will start again.

关于备用零件的交付，如果修复后的产品被证明有同样的瑕疵，或因修复产生了瑕疵，则质保期将重新开始。

That the Supplier shall, throughout the warranty term, indemnify and hold the Purchaser harmless (including the legal costs incurred by the Purchaser) against any suit, complaint, claim, campaign or other action that may directly or indirectly arise from a manufacturing failure and/or defect in the merchandise, attributable to the Supplier, as well as any other obligation undertaken by the Supplier under this agreement.

在质保期内，就任何因供应方原因造成的制造失败和/或产品瑕疵以及因供应方根据本协议需承担的其他义务而直接或间接导致的诉讼、投诉、索赔、行动或其他行动，供应方应赔偿采购方并使采购方免受损失（包括采购方支出的律师费用）。

14. LIABILITY FOR DEFECTIVE PRODUCTS / INDEMNIFICATION / INSURANCE 瑕疵产品责任/赔偿/保险

The Supplier hereby agrees to indemnify and to hold the Purchaser harmless (including the legal costs incurred by the Purchaser) against any claims or suits brought for personal injury or damage, including lost profit, suffered by any person or property, resulting from the performance of this agreement by the Suppliers, its employees, agents, subcontractors or representatives.

供应方在此同意，因供应方、其员工、代理、分包商或代表履行本协议而给任何个人或财产造成的人身伤害或损失（包括利润损失），供应方将进行赔偿并使采购方免受任何因此而提起的索赔或诉讼所造成的损失（包括采购方支出的律师费用）。



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The Supplier hereby agrees to keep in full force and effect, at its own cost and at no expense for the Purchaser, insurance covering material damage, personal injury and third party civil liability, including civil liability for defective products and recall insurance thereof, for a minimum amount and coverage that are adequate in the performance circumstances required by this agreement. The Purchaser is entitled to require the Supplier an insurance certificate issued by the insurance company detailing the scope of the insurance coverages.

供应方在此同意自费购买完全有效的涵盖物料损失、人身伤害以及第三方民事责任的保险，包括瑕疵产品的民事责任及其召回保险，无需采购方承担任何费用，且保险金额和范围至少需满足本协议要求的履约情形。采购方有权要求供应方提供由保险公司出具的带有保险覆盖范围详细信息的保险凭证。

15. PURCHASER'S PROPERTY AND BAILED PROPERTY

采购方财产和委托财产

All property paid by the Purchaser (tools, containers, etc.), including their design and/or industrial property rights, if any, will be legally owned by the Purchaser, unless otherwise expressly agreed.

采购方支付的所有财产（工具、容器等），包括其设计和/或工业产权（如有），将由采购方依法拥有，但双方另有明确约定的除外。

The Purchaser may assign said property to the Supplier as loan for use (with the ownership being remained at the Purchaser), to perform a supply contract.

采购方可将上述财产以借用的形式移转占有给供应方（采购方保留所有权），以供其履行供应合同时使用。

The Supplier will bear the full cost of any maintenance, conservation, custody and replacement of these specific properties. The life of any specific property will be, at least, the same as the life of their components, spare parts included.

供应方将承担前述特定财产的维修、保存、保管和替换的全部费用。任何特定财产的使用寿命至少应与其内含的组件、备用零件寿命一致。

Specific property or goods on loan by the Purchaser, may not be transferred, transformed or destroyed without the Purchaser's written consent. At the Purchaser's request, the Supplier will indicate the location of such property, which will at all times be available to the Purchaser, clearly identified as Purchaser's property and delivered thereto at first request.

未经采购方书面同意，采购方出借的特定财产或产品不得被转让、改造或损毁。经采购方要求，供应方应注明该等财产的所在地点（采购方可随时进入该等地点），明确标明其为采购方财产，且一经要求即向采购方交付该等财产。

If the Supplier, duly authorised by the Purchaser has entrusted a third party with the manufacturing of these specific property, or if they remain on the third party's premises for the manufacturing of products or components covered by the Contract, the Supplier undertakes to execute a contract with such third party, granting the same rights to the Purchaser over the specific property as the ones foreseen in this clause.

如果经采购方授权，供应方委托第三方生产该等特定财产，或该等财产始终位于第三方的场地以生产合同涵盖的产品或零件，则供应方承诺与该第三方签署合同，授予采购方本条规定的对特定财产的同等权利。



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Supplier bears all responsibility for loss of and damage to any property, in Supplier's possession, owned by Purchaser or delivered by Purchaser.

对于供应方持有的，由采购方拥有的或由采购方交付的任何财产发生的任何损失和损害，供应方将承担全部责任。

The Supplier is obligated to insure (or assume the insurance premium), at the Purchaser's satisfaction, any specific property assigned as loan for use or as deposit at its replacement value that is assigned as a loan. Supplier must deliver a copy of these insurance policies, at the Purchaser's request.

供应方有义务以按照采购方满意的方式为任何出借的特定财产进行投保（或承担保险费）或将出借的特定财产视为存货而就其重置价值进行投保（或承担保险费）。经采购方要求后，供应方须提供前述保单的副本。

Any seizure ordered against the Supplier by a third party, wishing to encumber the specific investments assigned as loan for use in its favour, must be duly announced by the Supplier. If the attachment has been seizure despite the Supplier's challenge, it will immediately inform the Purchaser in order to enable the latter to uphold its rights. In no event will such specific investments be included in the Supplier's assets as owned goods.

第三方向供应方发出的、任何旨在对出借给其使用的特定投资物设置权利负担的扣押令，供应方须进行正式告知。如果即便经供应方反对后，仍被扣押的，供应方将立即告知采购方以确保采购方能保护其权利。在任何情形下，任何该等特定财产不得被视作供应方的自身所有的资产。

The Supplier will bear the responsibility and cost of any component supply, checks, measurements and any tests and trials that may be necessary to guarantee that plans and specifications are followed.

对于为确保遵守计划和规格书而进行的必要组件供应、测量以及任何测试和实验，供应方将承担相应责任和费用。

The Purchaser reserves the right to take back, at any time, by paying the amount pending repayment, ownership and possession of any specific investments.

采购方保留在任何时候，通过支付待结算款项的方式，取回任何特定投资物的所有权及占有。

In the event that Purchase Order is cancelled or terminated, Supplier immediately and at its expense will return such property owned by the Purchaser, properly packed and marked in accordance with the requirements of the Purchaser. Supplier undertakes to comply with the time-limits set by the Purchaser, remaining responsible to Purchaser in the event of any delay may occur, including the charges applied by Purchaser's customers as a result of the delay.. In no event shall Supplier retain the property of Purchaser even in the event of a dispute relative to the fulfilment of the Purchase Order's obligations including in the event of non-payment.

如果采购订单被取消或终止，供应方将立即自费返还采购方所有的财产，并根据采购方的要求适当包装和标记。供应方承诺遵守由采购方设置的时限，并为可能发生的延误对采购方负责，包括对采购方客户因延误而要求承担的费用。供应方在任何情形下均无权扣留采购方的财产，即使当产生与采购订单的义务的履行相关的争议（包括未付款争议）之时也如此。

16. DESIGN AND TECHNICAL DOCUMENTATION 设计和技术文件

All studies, plans, projects, drawings, specifications and/or other documents provided by the Purchaser to the Supplier, defined or used by the Supplier, irrespective of the medium, to manufacture components, products,



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tools or machinery covered by this agreement will be, unless otherwise agreed, the Purchaser's exclusive property and strictly confidential; the Purchaser may request that these be returned whenever deemed appropriate.

采购方向供应方提供的、供应方定义或使用的所有用于制造本协议所涵盖的组件、产品、工具或机器的研究、计划、规划、图纸、规格和/或其他文件，无论其媒介为何，均是采购方的独家财产，需被严格保密，但另有约定的除外；采购方可在其认为合适的任何时间要求返回前述文件。

The Supplier may not use the studies, plans, projects, specifications and/or other documents provided by the Purchaser to the Supplier for any kind of commercial relationship with other companies or customers.

供应方不得使用采购方向其提供的研究、计划、规划、规格和/或其他文件与其他公司或客户建立任何商业关系。

17. INTELLECTUAL PROPERTY RIGHTS 知识产权

The Supplier will be responsible for guaranteeing that the Products, including the results of any services provided to the Purchaser, do not breach any industrial or intellectual property rights of any third parties. Consequently, the Supplier will be liable for any infringement of industrial or intellectual property rights derived from their use.

供应方有责任确保产品，包括向采购方提供的任何服务成果，不侵犯任何第三方的工业或知识产权。因此，因供应方的使用造成的任何工业或知识产权侵权责任应由供应方承担。

The Supplier will make the necessary verifications to prove that the Products do not breach any third parties industrial or intellectual property rights or, if the Products include third parties industrial or intellectual property rights that the necessary licences are held for their use. The Supplier must be able to provide evidence of the foregoing, at the Purchaser's request.

供应方应做必要验证以证明产品未侵犯第三方的工业或知识产权，或者当产品包含第三方的工业或知识产权时，证明产品已持有必要的使用许可。经采购方要求后，供应方须能够提供前述证明。

In the event of a conflict with a third party for an alleged infringement of its industrial or intellectual property rights related to a Product or service, the Supplier will inform in writing the Purchaser as soon as it becomes aware of the situation.

如果因与产品或服务相关的工业或知识产权侵权与第三方发生争议时，供应方应在其知悉该情况后尽快书面通知采购方。

In the event of litigation due to an infringement of industrial or intellectual property rights of third parties, related to the Product or Service, the Supplier will bear the cost of the Purchaser's defense (including legal costs), as well as of other affected parties, to particularly include the Purchaser's customers, and bear any expenses and indemnification related to supply of the Product or service and fulfilment of all related contractual obligations. It will also reimburse the Purchaser for any expenses incurred as a result of such infringement.

如因产品或服务侵犯第三方工业或知识产权而产生诉讼时，供应方将承担采购方以及其他受影响方（尤其包括采购方客户）的辩护费用（包括律师费），承担与产品或服务供应和相关合同义务的履行相关的费用和赔偿。供应方并应赔偿采购方因该等侵权而支出的任何费用。



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Nevertheless, the Purchaser reserves the right to take over its defense at any time, whenever it deems this appropriate, likewise at the Supplier's cost.

然而，采购方保留在其认为合适的任何时候接管其辩护的权利，相关费用同样由供应方承担。

The foregoing will not apply if the Supplier supplies the Product in accordance with the drawings, models or descriptions specified by the Purchaser, provided that the Supplier is unable to know in advance that the Product infringes industrial property rights of any third parties.

如果供应方按照采购方规定的图纸、型号或描述提供产品时，前述条款不适用，但前提是供应方无法提前知悉产品侵犯了第三方的工业产权。

The Supplier will inform the Purchaser of any industrial property right prior to the Contract and related to the Product, whether or not is public domain and whether or not it is owned by the Supplier or it belongs to a third party, or is included under a licence granted by its owner.

供应方应在本合同签署前告知采购方与产品相关的工业产权，不论前述权利是否已进入公共领域或，亦不论前述权利是属于供应方本身还是第三方，或已被所有权人的许可所涵盖。

The Supplier hereby grants the Purchaser a non-exclusive, unlimited, irrevocable and cost-free licence, able to be assigned and sub-licensed, over any industrial property rights held by the Supplier that are necessary to reproduce and use the Product.

供应方在此针对其持有的、制造和使用产品所需的任何工业产权，授予采购方一项非排他性的、不受限制的、不可撤销的免费许可，且前述许可应可以被转让和再许可。

If the Product's development is tailor-made, the Purchaser will exclusively own all development results, including any associated industrial property rights.

如果产品开发属于定制，则采购方将排他性地拥有全部开发成果，包括任何关联的工业产权。

The Purchaser hereby reserves a unilateral and exclusive right to register, defend and uphold said rights, at its sole discretion.

采购方在此保留自行注册、捍卫和维护其上述权利的排他性单方权利。

Insofar as there are Product developments tasks outstanding, and at least part of the price has been paid, the Supplier will grant to the Purchaser a cost-free, unlimited and irrevocable license, able to be assigned and sub-licensed, over any industrial property rights related to the results obtained until then.

在产品开发任务尚未完成，但至少部分费用已支付的情况下，供应方将就与届时已取得成果相关的工业产权，授予采购方一项不受限制的、不可撤销的免费许可，且前述许可应可以被转让和再许可。

If such developments are interrupted before the Purchaser is able to settle their payment, the Supplier will own any results obtained until then, and the Purchaser will be entitled to use the same.

如果在采购方能够结算付款前，该等开发已被终止的，则供应方将拥有届时已取得的成果，且采购方有权使用前述成果。

The aforementioned rights, acquired by the Purchaser, in relation to the Product, will remain in force even in the event of early termination of the Contract with the Supplier.



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即使发生采购方与供应方的合同提前终止的情形，采购方获取的与产品相关的上述权利将持续有效。

Any extraordinary remuneration to which an employee is entitled as the inventor of a patent related to the Product will be borne by his employer, i.e. by the Purchaser or Supplier, as the case may be.

员工因作为与产品相关的专利的发明人而有权获得的特别报酬应视情况由该员工雇主承担，即视情况由采购方或供应方承担。

18. ASSIGNMENT AND OUTSOURCING 转让和外包

Unless otherwise agreed, the Supplier will be expressly forbidden from assigning the rights and obligations under this Contract to third parties (including its affiliates).

除非双方另有约定，否则供应方将被明确禁止转让其在本合同项下的权利和义务给第三方（包括其关联方）。

The Supplier shall not delegate or outsource the performance of the Contract, in whole or in part, without the Purchaser's written consent. If the Purchaser authorises this, the Supplier, along with the relevant subcontractor(s), will still be jointly and severally liable vis-à-vis the Purchaser for fulfilment of the obligations foreseen in the Contract and these General Terms of Purchase. In the event of a change in direct or indirect control, assignment or contribution of all or part of its assets or goodwill of the Supplier, or in the event of an internal restructuring process in the Supplier (merger, spin-off, dissolution without liquidation), the Purchaser reserves the right to terminate this contract and put an end to this commercial relationship.

未经采购方书面同意，供应方不得全部或部分委派或外包其对本合同的履行。如果采购方同意，则供应方与相关分包商仍应就履行合同和本采购通用条款项下的义务对采购方承担连带责任。如果供应方的直接或间接控制权发生变化，若供应方的控制权发生直接或间接变化，其全部或部分资产或商誉发生转让或用作出资，或供应方经历内部重组（合并、分拆、未清算的解散），采购方保留终止本合同并结束双方商业关系的权利。

19. CONFIDENTIALITY

机密性

The Supplier, including its subcontractors, employees or related third parties, are responsible to keep the strict confidentiality of any information transferred by the Purchaser or other Purchaser's group companies, and to treat such information as a commercial and industrial secret, guaranteeing that no third party is able to access the same. The foregoing will not apply to any information which the Supplier can prove:

供应方，包括其分包商、员工或相关第三方，有义务对采购方或其他采购方的集团公司提供的任何信息严格保密，并将该信息视作商业和行业机密，确保任何第三方均无权获取前述信息。但前述规定不适用于供应方可证明如下属于如下情况的任何信息：

a) Belonged to the public domain

已进入公共领域的信息

b) Was transferred by a duly entitled third party, not bound by a duty of confidentiality

由不受保密义务限制的第三方合法披露的信息



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c) Was already known before it was communicated.

在披露前已为供应方所知的信息。

This duty of confidentiality and restricted use will apply during the term of the commercial relationship between the parties and for ten (10) years thereafter.

在双方商业关系存续期间及之后的十（10）年内，前述保密义务和使用限制将持续适用。

Supplier agrees not to solicit Purchaser's employees with which it had contact as result of the Purchase Order or agreement with Purchaser, without Purchaser's prior written consent.

供应方同意，未经采购方事先书面同意，其不得招揽因与采购方的采购订单或约定而接触的采购方员工。

20. PUBLICITY 宣传

The Supplier shall maintain the confidentiality, and to not publicize or divulge, directly or indirectly, the execution and content of the Contract without the Purchaser's written consent.

供应方应维持保密性，未经采购方书面同意，不得直接或间接地公开或披露合同的签署情况及其内容。

21. DATA PROTECTION POLICY 数据保护政策

Pursuant to the provisions established on Laws of Personal Data Protection, and its implementing regulations, the Supplier hereby confirms that any personal data provided as a result of the Contract between Supplier and Purchaser shall be treated on a strictly confidential basis in order to maintain this commercial relationship, and will be processed in accordance with the privacy policy displayed on the Grupo Antolin website (www.grupoantolin.com).

根据个人数据保护法律及其实施条例的相关规定，供应方特此确认任何因供应方和采购方之间的合同而被提供的个人数据都应被视作严格保密信息，以维持商业关系。该等个人数据将根据安通林集团网站 (www.grupoantolin.com) 发布的隐私政策进行处理。

22. AUDIT RIGHTS; INSPECTION OF SUPPLIER'S PREMISES 审计权；检查供应方的场地

Supplier grants Purchaser and Purchaser's customer access to Supplier's premises and books and records for the purpose of auditing Supplier's compliance with the terms of the Purchase Order. In this context the Purchaser may make an inventory of finished goods, work in process, raw materials, any of Purchaser's property and all work or other items to be provided pursuant to the Purchase Order. Supplier will cooperate with Purchaser to facilitate the information that Purchaser may request for, including the financial information. Additionally, Supplier shall commit itself to preserve all records in the relation with the performance of the Purchase Order, for a period of not less than one year after Purchase Order's completion and/or for a longer period as set forth by the Client and/or for the international law. Any such audit or inspection conducted by Purchaser or its representatives will not constitute neither the exemption of Supplier's liability for the breach of the Supplier's obligations nor an express or tacit acceptance of any goods or services.

审查供应方对订单的条款的遵守情况为目的，供应方将允许采购方及采购方客户进入供应方的场地并查阅其账簿和记录。在此情况下，采购方可检查（按照采购订单需提供的）成品、半成品、原材料、任何采购方财产以及所有成果或其他物品的库存。供应方将配合采购方，为其提供可能需要的信息，包括财务



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信息。另外，供应方应尽力保留与履行采购订单相关的记录，保留期限应不少于采购订单完成后的 1 年，和/或客户所规定及/或国际法律要求的更长的期限。任何前述采购方或其代表进行的审计或检查不构成对供应方违反其义务的责任的豁免或对任何产品或服务明示或默示的接受。

23. PURCHASER'S WEBSITE 采购方网站

Purchaser's internet website (or such other website as may be directed through links available on such website) as specified on the face of these General Terms of Purchase or in the Purchase Order may contain specific additional requirements for certain goods or services covered by the Purchase Order, including labeling, packaging, shipping, delivery and quality specifications, procedures, directions and/or instructions. Any such requirements shall be deemed to form part of the Purchase Order. Purchaser may periodically update such requirements by post revisions thereto on Purchaser's website. In the event of any inconsistency between the Purchase Order and Purchaser's website, the terms of the Purchase Order shall prevail, unless the requirements specified in Purchaser's website expressly provide otherwise.

本采购通用条款或采购订单中载明的采购方网站（或可通过该网站的链接访问的其他网站）可能包含订单项下特定商品或服务的额外具体要求，包括标签、包装、运输、交货和质量规范、程序、指示和/或说明。前述要求应被视为采购订单的组成部分。采购方可在其网站定期发布并更新前述要求。如采购订单与采购方网站内容存在不一致的，以采购订单条款为准，除非采购方网站的要求另有明确规定。

Purchaser may modify these General Terms of Purchase by posting revised conditions to Purchaser's website. Such revised conditions shall apply to all Purchase Orders and Purchase Order revisions issued on or after the effective date of the publication or the revised conditions within the Purchaser's website. Supplier undertakes to review Purchaser's website periodically in order to verify the validity of the applicable General Terms of Purchase and Specific Requirements from Purchaser.

采购方可以通过在其网站发布的方式修改本采购通用条款。修改后的条款适用于所有在采购方网站发布或修改后的条款生效当日或之后订立的采购订单（或进行的采购订单修改）。供应方承诺定期查看采购方的网站以核查适用的通用条款及采购方具体要求的有效性。

24. TERMINATION 终止

Purchaser may immediately terminate a Purchase Order, wholly or partly, at any time for any reason upon notice to Supplier. Supplier immediately shall, and cause its suppliers and subcontractors to, stop all work on the portion of the Purchase Order so terminated. Supplier shall be entitled to submit a comprehensive termination claim with sufficient supporting data to Purchaser within 30 days from the effective date of Purchase's Order termination. Supplier shall submit all supporting information as Purchaser shall request.

采购方在通知供应方后，可在任何时候以任何原因立即要求终止全部或部分采购订单。供应方应立即，并促使其供应方和分包商停止有关采购订单终止部分的全部工作。供应方应有权在采购方有效的订单终止之日起的 30 日内向采购方提交一份全面的终止索赔，并附上支持性的数据。供应方应提交采购方要求的所有辅助信息。

If such materials are delivered to Purchaser, Purchaser shall pay to Seller the price for unpaid: (a) supplied goods and services; and (b) costs of work-in-process and raw materials incurred by Supplier in furnishing the goods and services under the cancelled Purchase Order to the extent reasonable and duly justified under generally accepted accounting principles to the terminated portion of the Order, less the reasonable value or cost (whichever is higher) of goods or materials used or sold by Supplier to a third party with Purchaser's consent.



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待前述材料被提交至采购方后，采购方应就下列未付款项向供应方付款：（a）已提供的产品和服务；和（b）根据公认会计准则，供应方为提供该取消订单已终止部分的产品和服务过程中所花费的半成品和原材料的合理适当的费用，减去供应方经采购方同意后已使用或出售至第三方的产品或材料的合理价值或成本（以较高者为准）。

Purchaser shall not pay for (a) finished goods, work-in-process or raw materials in excess of the cancelled Purchase Order; (b) undelivered goods which are normally in Supplier's standard stock or that are ready to be easily marketable; (c) claims by Supplier or Supplier's subcontractors for loss of anticipated profit, additional costs, interest on claims, product development costs and engineering costs, facilities and equipment rearrangement or rental costs, unamortized depreciation costs, and general or administrative burden charges arising from termination (d) compensation for damages and loss.

采购方无需支付以下费用：（a）超过该取消的采购订单范围的成品、半成品或原材料；（b）通常属于供应方标准库存或适销的未交付产品；（c）供应方或供应方分包商因预计利润的损失、额外费用、利息索赔、产品研发成本和工程成本、设施和设备调整或租赁费用、未摊销折旧成本、因终止产生的一般或行政负担费用而提出的赔偿；（d）损坏及损失赔偿。

In no event shall Purchaser's obligation to Supplier for termination charges exceed the amount allowed by Purchaser's customer for Supplier's work. Purchaser shall have the right to full access to Supplier's premises in order to audit books, records, facilities, material, and inventories and whichever any other verification considered as deemed by the Purchaser to justify Supplier's claim.

在任何情形下，采购方向供应方承担的终止费用均不得超过采购方客户就供应方工作所许可的金额。采购方应有权进入供应方的场地以审计账簿、记录、设施、材料和库存以及所有其他采购方认为能够核查供应方的索赔的项目。

25. BREACH 违约

Any breach of these General Terms of Purchase and/or specific terms gathered in the Contract, particularly a failure to deliver, delays and/or non-conformity with the quality standards of the product or service supplied, will entitle the Purchaser, by merely notifying the Supplier, to terminate the Contract, without prejudice to its right to claim indemnification for any loss and damage suffered. The indemnification amount may be used to set off any amounts due to the Supplier and may include any cost incurred by Purchaser as a result of obtaining goods or services from another source.

如供应方违反本采购通用条款和/或合同中的具体条款，尤其是未能交付、迟延和/或提供产品或服务不符合质量标准，则采购方有权，仅需通知供应方后即可终止合同，且采购方就其遭受的损失提出索赔的权利不受影响。赔偿可用于抵销其对供应方的欠款，赔偿可包括采购方从其他渠道获取产品或服务所产生的费用。

26. PARTIAL NULLITY 部分无效

If any clause is or is declared null and void, this will not affect the validity and applicability of the other clauses. The Parties hereby agree that any null and void clause will be replaced with another valid clause, with commercial and legal effects that are as close as possible to the replaced clause, in such a way that it may be reasonably presumed that the parties would have likewise signed the Contract with the new clause.

如果任何条款属于或被宣布无效，其不会影响其他条款的有效性和适用性。双方在此同意其将按照已签署新条款合同的方式，使用最接近无效条款的商业和法律效果的有效条款替换该无效条款。



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27. FORCE MAJEURE

不可抗力

Any delay in compliance, defective compliance or failure to fulfil the obligations under the Purchase Order or any contractual agreement by either party will be excused to the extent that Seller is unable to produce, sell or deliver, or Purchaser is unable to accept, buy or use, the goods or services covered by the Purchase Order, directly as a result of an event or occurrence could not have been foreseen or if it could have been foreseen was unavoidable, including, government orders, fires, floods, windstorms, explosions, natural disasters, war, sabotage or acts of terrorism; provided that written notice of such force majeure event (including the anticipated duration of the delay) has been given by the affected party to the other party as soon as possible and always during the ten first days after the force majeure event occurs.

对于一方任何对订单或协议下义务履行的延迟、不完全履行或不履行，如是因无法预见（且即使能够预见也无法避免）的事件直接造成供应方无法制造、出售或交付订单项下的产品或服务，或直接造成采购方无法接受、购买或使用采购订单项下的产品或服务，该一方将免于责任，此类事件包括，政府指令、火灾、洪水、风暴、爆炸、自然灾害、战争、罢工或恐怖主义行为；但受影响的一方需尽快以书面通知的形式将该不可抗力事件（包括预计延误的期限）告知另一方且该通知需在不可抗力事件发生后的头十天内完成。

During the force majeure event affecting Supplier's performance, Purchaser may, at its option, reduce or modify its delivery schedule with the affected Supplier and its replacement by another Supplier or require Supplier to provide goods or services from other sources to perform with the Purchase Order.

在不可抗力事件影响供应方的履约期间，采购方可选择减少或修改其与受影响的供应方的交货日常安排，更换供应方，或要求供应方通过其他渠道提供采购订单下的产品或服务。

Supplier commits itself to use all available means to ensure that the harmful effects of any force majeure event are kept to a minimum for the Purchaser and, as promptly as possible, resume full performance under the Contract. To this effect, the Purchaser may request Supplier in writing the commitment to resume the contractual relationship within 30 days. Failing that or, if required, the Supplier does not reply by the same means of communication within five days, the Purchaser may immediately terminate the Purchase Order without liability to Purchaser and with no compensation right for Supplier.

供应方承诺将采取所有可能方式确保将任何不可抗力事件对采购方的有害影响降至最低，并且尽快恢复对合同的全面履行。为此，采购方可书面要求供应方承诺在30日内恢复合同关系。若供应方未能履行，或未能在采购方要求的情况下以同样的联系方式在五日内做出回应，则采购方可立即终止采购订单，无需承担责任，也无需向供应方赔偿。

28. FAIR TERMS AND ACCEPTANCE OF COMMERCIAL RISKS

公平条款以及接受商业风险

These General Terms of Purchase shall be interpreted without regard to which party initiated the drafting process for or drafted these General Terms of Purchase or proposed or drafted particular language and shall not be construed for or against any party by reason of the same.

在解释本采购通用条款时，不应考虑本采购通用条款是由哪一方发起草拟流程的或者本采购通用条款是由哪一方起草的或者特定文字是由哪一方提议或草拟的，而且，也不得因该等原因而对本采购通用条款作出有利于或不利于任何一方的解释。



GENERAL TERMS OF PURCHASE FOR THE PEOPLE'S REPUBLIC OF CHINA 采购通用条款

REVISION No. 0	PAGE
ISSUANCE DATE: June 1st, 2018	21/21
ISSUED BY: J. KUPPENS	

29. APPLICABLE LAW AND JURISDICTION

适用法律和法域

These General Terms of Purchase will be governed by the applicable laws of People's Republic of China. The Parties hereby agree to submit any conflict derived from the interpretation and/or performance thereof to the Courts and Tribunals that are competent in the Purchaser's jurisdiction, expressly waiving any other forum to which they may be entitled. The losing party also shall compensate the winning party for its losses together with other expenses (including reasonable attorney fees)

本采购通用条款将受中华人民共和国相关法律的管辖。双方在此同意将因本采购通用条款的解释和/或履行产生的任何冲突提交至采购方所在地有管辖权的法院/法庭，且双方明确放弃将冲突提交至其可有权提交争议的其他法院/法庭。败诉方应赔偿胜诉方损失，并应赔偿胜诉方的其他支出（包括合理的律师费）。

30. VERSIONS

版本

This document has been written in two versions one in Chinese Language and another in English language. In case of disagreement, the English version shall prevail.

本文件已用中文和英语书面起草。如前述两种文本存在不一致，以英语为准。