

- GENERAL TERMS AND CONDITIONS OF PURCHASE

- 采购通用条款和条件

Article 1 – Purchase Order 1
1. 采购订单 1
Article 2 - Quantities; Delivery; Material Releases 3
2. 数量; 交付; 材料发运单 3
Article 3 - Invoicing and Pricing; Premium Freight 5
3. 付款通知和定价; 运输保险 5
Article 4 - Packaging; Labeling; Shipping; Disclosure; Warnings or Instructions 5
4. 包装; 标记; 装运; 披露; 特别警示或指示 5
Article 5 - Quality; Inspection; Non-Conforming Goods/Services; Audit 6
5. 质量; 检验; 不符合要求的货物/服务; 审计 6
Article 7 – Changes 12
7. 变更 12
Article 8 – Warranties 13
8. 保证 13
Article 9 - Supplier Quality Programs; PPAP 14
9. 供应商质量项目; PPAP 14
Article 10 - Service and Replacement Parts 14
10. 服务和替换零件 14
Article 11 – Remedies 15
11. 救济 15
Article 12 - Compliance with Laws; Ethics 15
12. 遵守法律; 道德规范 15
Article 13 - Customer Requirements 16
13. 客户要求 16
Article 14 – Indemnification 17
14. 赔偿 17
Article 15 – Insurance 18
15. 保险 18
Article 16 – Insolvency 18
16. 资不抵债 18
Article 17 - Termination 19
17. 订单终止 19
Article 18 - Force Majeure 21
18. 不可抗力 21
Article 19 - Technical Information Disclosed to Buyer 22
19. 向买方披露的技术信息 22
Article 20 - Proprietary Rights 22
20. 知识产权 22
Article 21 – Tooling, Equipment, Buyer's and Seller's Property 24

21. 工具、设备、买方财产和卖方财产	24
Article 23 – Set-Off	29
23. 抵消	29
Article 24 – Confidentiality	29
24. 保密	29
Article 25 – No Publicity	30
25. 不公开	30
Article 26 - Relationship of Parties	30
26. 双方关系	30
Article 27 - Conflict of Interest	31
27. 利益冲突	31
Article 28 - Non-Assignment	31
28. 不得转让	31
Article 29 – Taxes	31
29. 税收	31
Article 30 - Governing Law; Arbitration; Jurisdiction	31
30. 准据法、仲裁、管辖	32
Article 31 – Language; Severability; No Implied Waiver	33
31. 语言、可分割性、无默示弃权	33
Article 32 – Survival, Entire Agreement; Modifications	33
32. 存续、完整协议、修改	33

Exhibit A	Sample Purchase Order
Exhibit B	Sample Material Releases
Exhibit C	Sample Shipment Schedule
Exhibit D	Production Part Approval Process (“PPAP”)
Exhibit E	Supplier Manual
Exhibit F	Advanced Quality Planning (AQP)
Exhibit G	Supplier Individual Development Plans (SIDP)

GENERAL TERMS AND CONDITIONS OF PURCHASE

For

OEM AND OTHER SUPPLY CONTRACTS

采购合同之通用条款和条件

These Terms and Conditions of Purchase (hereinafter, the “Terms”) will be reviewed, understood and agreed by all suppliers (collectively, “Seller”) of the Chinese entities of Adient plc (collectively, “Buyer”). Both Buyer and Seller are hereafter referred to individually as “Party” and collectively as “Parties”.

安道拓在中国投资企业（以下合称“买方”）的所有供应商（以下合称“卖方”）应当审阅、理解和同意本采购条款和条件（以下简称本“条款”）。在本条款中，买方和卖方以下单独称为“一方”，合称为“双方”。

Article 1 – Purchase Order

1. 采购订单

1.1 Sales Commitment Seller agrees to manufacture and/or sell to Buyer certain products ((hereafter, “Product”) in accordance with a purchase order (hereafter, “Order”, a sample of which is attached in Exhibit A) to be placed by Buyer and confirmed by Seller according to these Terms herein. Buyer agrees to purchase the Product as specified in the Order according to these Terms. Both Parties agree that these Terms do not represent any commitment by either Party to sell or purchase unless an Order issued by Buyer is accepted by Seller hereunder.

1.1 买卖承诺 卖方同意生产和/或向买方出售产品（以下简称“产品”），卖方生产或出售产品的依据是根据本条款由买方发出的并经卖方确认的采购订单（以下简称“订单”，订单样本见附件 A）。买方同意依据本条款购买订单中载明的产品。双方同意，除非依据本条款由买方发出订单，并由卖方接受订单的情况，否则本条款并不代表任何一方承担出售或者购买的义务。

1.2 Offer; Acceptance; Exclusive Terms 发盘；接受；排他性条款

1.2.1 Each Order issued by Buyer is an offer to Seller to purchase the Product and is governed and supplemented by the Terms herein. The Order supersedes all prior agreements, orders, quotations, proposals and other communications regarding the Product covered by the Order, except that a signed prior agreement (such as a letter of intent, award letter, Statement of Work or Non-Disclosure Agreement) will continue to apply to the extent that they are not directly in conflict with the Order.

1.2.1 买方发出的每一笔采购订单是买方向卖方要求购买产品的发盘，应受本条款的约束并由其补充。除先前所签协议（如意向书、中标函、工作说明或保密协议）中不会与订单

直接相冲突的内容继续适用外，订单取代所有先前与订单项下涵盖的产品有关的协议、订单、报价单、意向表示或其它往来信息。

1.2.2 Any terms or conditions unclear or not included in the Order will be governed, and supplemented and covered by these Terms herein. No modification will be made or implied until such modification is expressly stated in the Order.

1.2.2 任何在订单中未明确或者未包含的条款或条件均应受本条款的约束并由其补充及包含。除非在订单中明确规定修改内容，否则不得作出或者暗示作出任何修改。

1.2.3 No Order constitutes an acceptance by Buyer of any offer or proposal made by Seller. Any reference in the Order to such offer or proposal made by Seller is solely to incorporate into the Order the description or specifications of the Product in the prior offer or proposal by Seller, but only to the extent that the description or specifications do not conflict with the description and specifications in the Order.

1.2.3 订单不构成买方对任何卖方先前之发盘或意向表示的接受。订单中涉及的卖方先前发盘或意向的表述仅是对订单中的有关卖方先前之发盘或意向中提到的产品的描述或规格说明，但是描述或规格说明不得与该订单中的描述或规格说明相抵触。

1.2.4 Seller accepts the Order and therefore enters into a contractual commitment to manufacture and/or sell the Product by conducting any of the following actions: (1) notifying Buyer in any manner that it has commenced work under the Order; (2) accepting the Order in writing; or (3) committing any other conduct that recognizes the existence of these Terms with respect to the subject matter of the Order.

1.2.4 卖方通过以下任何一种行为表示其已接受订单并就此与买方达成合约承诺为买方生产并/或向买方销售产品的义务：(1) 以任何方式通知买方其已经开始执行订单项下的工作；(2) 以书面形式接受订单；或 (3) 承认存在与订单标的有关的本条款的任何其它行为。

1.2.5 The Order is limited to and conditional upon Seller's acceptance of these Terms exclusively. Any additional or different terms proposed by Seller, whether in Seller's quotation, acknowledgement, invoice or otherwise will not be applicable unless accepted expressly by Buyer in writing. Each Order can only be modified only under these Terms.

1.2.5 订单应当以卖方对本条款的接受为前提并以此为条件。任何由卖方提出的额外的或不同的条款，无论是卖方的报价单、确认书、付款通知还是其他文件中，均不产生任何效力。但是，由买方以书面形式明确表示接受的除外。所有订单仅可根据本条款规定进行修改。

1.3 Effective Period of Order and Fulfillment thereof Any Order issued by Buyer and not yet accepted by Seller may be revised, amended or terminated by Buyer. Subject to Buyer's termination rights, any Order and these Terms formed by the Order accepted by Seller is binding on both Parties through the expiration date stated in the Order. If no expiration date is stated in the Order, Seller may terminate the Order at any time upon at least 120 days written notice to Buyer.

1.3 订单有效期及其履行 买方有权修订、修改或者取消任何由买方发出但是尚未被卖方接受的订单。在买方拥有终止订单权利的条件下，任何已由卖方接受的订单及其项下形成的本条款对双方均有约束力，其约束期限至此订单载明的终止日期为止。若订单上未载明终止日期的，卖方有权随时终止订单，但是必须提前至少 120 天书面通知买方。

Article 2 - Quantities; Delivery; Material Releases

2. 数量；交付；材料发运单

2.1 Quantities listed in each Order as estimated are Buyer's best estimate of the quantities of Product it might purchase from Seller for the contract term specified herein or in the Order. However, Buyer will not be obligated to purchase any quantity of Product unless such quantity is expressly stated as a minimum quantity in the Order. Buyer shall purchase only those quantities of the Product identified as firm orders in the Order accepted by Seller or pursuant to material authorization releases, shipping schedules, broadcasts, or similar releases ("Material Releases", a sample of which is attached in Exhibit B), or if certain services are purchased in lieu of Product, Buyer will not purchase such services unless a Statement of Work is signed by Buyer and accepted by Seller in accordance with these Terms where applicable to provision of the services.

2.1 每一订单上所列的预估数量是买方于本条款或者订单上载明的合同期限内可能向卖方购买的产品最接近预估数量。然而，买方并不负有义务购买任何数量的产品，但是该数量在订单中明确表述为最低数量的除外。买方仅需购买由卖方接受的订单中所规定的产品固定数量或者材料准许发货单、载货单、通知或者其他类似发货单（“材料发运单”，其样本见附件 B）中所规定的数量。如果某些服务购买代替了产品购买，除非买方根据适用于提供服务的条款签署了工作范围陈述，并且此工作范围陈述已被卖方接受，买方并没有义务购买这些服务。

2.2 For OEM suppliers or large quantities of purchase by Buyer, Buyer agrees that:

2.2 对于 OEM 供应商或者大批量购买交易，买方同意：

(i) Buyer will provide to Seller a rolling weekly Material Release and forecasts with respect to shipment schedules ("Shipment Schedule", sample of which is attached in Exhibit C) setting forth Buyer's requirements of Product for the referenced period. Depending on the delivery frequency by Buyer, each Material Release and Shipment Schedule will show a forecast as required in this Section 2.2(ii) below. Seller must immediately reconcile the differences between the current Material Release and Shipment Schedule to the previous ones in order to equal the total delivery quantity and the cumulative quantity.

(i) 买方应向卖方提交滚动的每周一次的材料发运单和发运日程预报表（“发运日程表”，其样本见附件 C），表明买方在相应阶段内的产品要求。按照买方的发运频率、材料发运单和发运日程表根据本第 2.2(ii)条的要求做出预测。卖方应立即调整当前材料发运单、发运日程表与上期的差异使总发运量和累计数量相等。

(ii) The requirements for the first week (on a daily basis) of each Material Release and Shipment Schedule are firm commitments to purchase the referenced Products. The 2nd to 3rd week Product requirements (on a weekly basis) are firm commitments for raw material, purchased parts, or/and components already purchased by Seller. The 4th week Product requirements (on a monthly basis) are estimated and will be used for manufacturing and material procurement planning purposes only.

(ii) 最初的 1 周(在每天的基础上)的材料发运单和发运日程表所表明的产品需求是对采购产品的确切承诺。第 2 周到第 3 周的产品需求(在每周的基础上)是对卖方已购买的原材料、采购零件、或/和部件的确切承诺。第 4 周的产品需求(在每月的基础上)是预估数、应用于生产和材料采购计划的制定。

(iii) The date of delivery of the Product shall be specified in the applicable Material Release and Shipment Schedule unless otherwise agreed to in writing between Buyer and Seller. Seller shall give written confirmation to Buyer, within 24 hours (except for weekends and public holidays) upon its receipt of such applicable Material Release and Shipment Schedule that the Products will be shipped. If any shipment is delayed and such delay does not result from a force majeure event or any default on the part of Buyer, Buyer will be entitled to instruct Seller to take such action as is required to deliver the Product in accordance with the Material Release and Shipment Schedule at the expense of the Seller, including air shipments/air charters as may be required and Seller shall be obligated to deliver in such a manner as instructed by Buyer at Seller's expenses.

(iii) 产品发运日期必须是相关材料发运单及发运日程表所明确规定的日期, 除非双方之间另有书面规定。卖方必须在收到相关材料发运单以及发运日程表 24 小时之内(除周末和公共节假日外)向买方书面确认将按照要求发货。若发货延误, 除因为不可抗力或买方违约外, 买方有权指示卖方采取相应行动(包括买方可能要求的空运或者包机)以确保发运产品符合材料发运单和发运日程表上的进度, 涉及的费用将由卖方承担。卖方应当按照买方要求的方式发运, 并且费用由卖方承担。

2.3 Buyer may require Seller to participate in electronic data interchange or similar inventory management program, at Seller's expense, for notification of Material Releases and Shipment, shipping confirmation and other information as reasonably necessary. Buyer may purchase additional quantities of the Product using Material Releases issued to Seller according to the ordinary course of purchase transactions between the Parties.

2.3 买方可要求卖方加入电子资料互传或类似库存管理的操作程序, 以通知材料发运单、运货确认和其他合理必要的信息, 此类费用由卖方承担。买方可以根据双方交易的一般流程向卖方发出材料发运单, 以购买额外数量的产品。

2.4 Unless otherwise agreed in writing by Buyer, the risk of loss passes from Seller to Buyer upon delivery to Buyer's transportation carrier (or if shipment is made by Seller or by a common carrier, then upon delivery to Buyer's designated facility). Time and quantities are of the essence under the Order or Shipment Schedule. Seller agrees to 100% on-time delivery of the quantities and at the times specified by Buyer, as stated in the Order, Material Releases and Shipment Schedule, except as otherwise agreed in writing by the Parties. Buyer may change scheduled shipments or instruct temporary suspension of scheduled shipments, neither of which, however, entitles Seller to modify the price for Product. Buyer

is not obligated to accept (or has the right to reject) early deliveries, late deliveries, partial deliveries or excess deliveries.

2.4 除非买方另有书面同意，货损风险于货交买方指定的承运人时从卖方转移至买方；倘若由卖方自己或交由其公共承运人负责运货的，风险应于货交付买方指定的地方时才从卖方转移至买方。交货时间和数量是订单或发运日程表上的至关重要的事项。卖方同意，除非双方另行书面同意，卖方将完全准时地按照买方于订单、材料发运单和发运日程表中指定的交货次数和交货数量进行交付。买方可以改变预定运货或要求暂时中止预定运货，发生上述任何一种情况，卖方均无权更改产品价格。买方无义务接受（买方有权拒绝）提前交付、迟延交付、部分交付或超额交付。

Article 3 - Invoicing and Pricing; Premium Freight

3. 付款通知和定价；运输保险

Except as expressly stated otherwise in the Order under the heading "Freight," the price of Product includes storage, handling, packaging and all other expenses and charges of Seller. Except as otherwise stated in the Order, Product will be shipped to Buyer's designated location, using Seller's transportation, or as otherwise directed by Buyer. All invoices for the Product must reference the Order number, amendment or Material Release number, Buyer's part number, Seller'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. Buyer will pay proper invoices complying with all of the terms of the Order. The total price also includes all duties and taxes. Seller will pay all premium freight costs over normal freight costs if Seller needs to use an expedited shipping method to meet agreed delivery dates due to its own acts or omissions. Seller will be liable for and pay any costs incurred by Buyer, including costs charged by Buyer's customer(s) to Buyer, as a result of Seller's failure to comply with the shipping or delivery requirements under these Terms.

除非订单中“运费”标题项下另行明确载明，产品价格应包括仓储、处理、包装、所有其他费用以及卖方要求收取的费用。除非订单另有说明，产品将由卖方负责运输至买方指定地点，或按照买方要求的其他运输模式。所有产品的付款通知均应载明订单编号、修正或材料发运单编号、买方编号、卖方编号（若适用）、装运的货品数量、装运的箱子或集装箱编号、提单编号以及买方要求的其它信息。买方将完全按照订单条款付款。总价格还应当包括所有关税和税款。若卖方因其自身行为或疏忽迟延发货而需要使用更快的装运方式以满足交付日期的要求，则超过正常运费部分的额外运费均由卖方承担。因卖方未遵守本条款规定的装运或交货要求而导致买方遭受的任何损失或费用，包括买方被其客户所要求承担的费用，由卖方承担。

Article 4 - Packaging; Labeling; Shipping; Disclosure; Warnings or Instructions

4. 包装；标记；装运；披露；特别警示或指示

4.1 Seller will: (a) properly pack, mark, and ship Product according to the requirements of the Buyer and the involved carriers ; (b) route the shipments according to Buyer's instructions; (c) label or tag each package according to Buyer's instructions; (d) provide papers with each shipment showing the Order number, amendment or Material Release number, Buyer's part number, Seller's part number (where applicable), number of pieces in the shipment, number of containers in the shipment, Seller's name and number, and the bill of lading number; and (e) promptly forward to Buyer the original bill of lading or other shipment receipt for each shipment according to Buyer's instructions and carrier requirements.

4.1 卖方将： (a)根据买方、相关承运人的要求适当包装、标记及装运产品； (b)根据买方的指示安排装运； (c)根据买方的指示对每一包装进行标注或加标签； (d)对于每次装运，提供订单编号、修正或材料发运单编号、买方编号、卖方编号（若适用）、装运的货品数量、装运箱数、卖方名字及其编号，以及提单编号；和 (e) 根据买方的指示和承运人要求，就每一次运输及时将提单原件或其他装运收据寄送给买方。

4.2 Seller will promptly provide Buyer with the following information in the form acceptable to Buyer: (i) a list of all ingredients and materials in Product; (ii) the amount of all ingredients, and (iii) information concerning any changes in or additions to the ingredients. Before and at the time Product is shipped. Seller will give Buyer sufficient warning in writing (including appropriate labels on all Product, containers, and packing, including without limitation disposal and recycling instructions, material safety data sheets and certificates of analysis) of any hazardous or restricted material that is an ingredient or part of the Product, together with any special handling instructions that are needed to advise carriers, Buyer, and their employees how to take appropriate measures while handling, transporting, processing, using or disposing of the Product, containers, and packing. Seller agrees to comply with all applicable laws and regulations pertaining to product content and warning labels. Seller will reimburse Buyer for any expenses incurred as a result of improper packing, marking, labeling, routing, or shipping.

4.2 卖方应及时以买方可接受的形式向买方提供以下信息： (i)一份说明产品中所包含的全部成分及材料的清单； (ii) 全部成分含量；和(iii) 与任何成分的变化或添加有关的信息。在产品装运之前或之时，卖方应以书面形式充分提示买方，产品的某一成分或一部分，存在有危险或受限制的材料（包括在所有产品、容器及包装上作适当标识，包括但不限于，处置和循环利用说明、重要安全数据单以及分析证明书），同时向买方提供任何须向承运人、买方或其雇员告知的任何特殊操作的指示，即操作、运输、处理、使用或处置该产品、容器和包装时应采取的适当措施。卖方同意遵守所有适用于产品内容和警示标签的法律和法规。 卖方应向买方补偿任何因包装、标记、发货或装运不当而使买方遭受的任何费用。

Article 5 - Quality; Inspection; Non-Conforming Goods/Services; Audit

5. 质量； 检验； 不符合要求的货物/服务； 审计

5.1 Seller hereby confirms and undertakes that (a) Product conform to specifications and drawings of Buyer's Production Part Approval Process ("PPAP") as specified in Exhibit D, and shall perform annual dimensional layouts, run rates, and materials testing for submission per Buyer's requirements;

and the Product manufactured and supplied under each Order will be in accordance with the quality requirements and specifications of the Buyer and Buyer's customers or up to highest industrial standards in case of any doubt of existence of such requirements and specifications; if, however, there is a conflict between Buyer's specifications and any industrial standards, the former will prevail and take precedence; (b) all materials and components of the Product will be safe and of high quality and such materials and components will be subject to inspection and approval by Buyer or Buyer's customers; and (c) such inspection and approval by Buyer will not relieve Seller of its sole liability in connection with the safety and quality of the Product.

5.1 卖方在此确认并保证：(a)产品符合附件 D 中载明的买方生产部件认可程序（“PPAP”）中的技术标准和图纸的要求，并根据买方要求每年进行并提交三维设计图，运行速度和材料测试报告，每笔订单项下的生产和提供的产品符合买方及买方客户的质量要求和技术标准，或者在对现有质量要求或者技术标准存在疑义的情况下达到最高工业标准，但是，如果买方的技术标准和任何工业标准不一致，应采用前者标准；(b)产品的所有材料和组成部分是安全、高质量的，并经过买方或买方客户的检验和认可；和(c)买方的检验和认可并不免除卖方承担的保证产品的安全和质量的义务。

5.2 Buyer may enter Seller's facility to inspect the facility, Product, materials, and any of Seller's property related to the Order. Buyer's inspection of Product, whether during manufacture, prior to delivery, or within a reasonable time after delivery, does not constitute acceptance of any work-in-process or finished goods. Buyer's acceptance, inspection, or failure to inspect does not relieve Seller of any of its sole responsibilities or warranties. Nothing in the Order will release Seller from its obligations of testing, inspection and quality assurance.

5.2 买方可进入卖方生产场所检查设施、产品、材料及与订单有关的任何卖方财产。买方对产品的检查，无论是于生产期间、交付之前或交付后的合理期间内进行的，均不构成买方对任何正在生产中的或已完成生产的货物的接受。买方对产品的接受、检验或未检验均不减免任何卖方所承担的责任或保证。订单中的任何内容均不免除卖方的测试、检验和质量保证的义务。

5.3 If defective Product are shipped to and rejected by Buyer, the quantities under the Order will be reduced automatically unless Buyer otherwise notifies Seller. Seller shall not replace reduced quantities of the Product without a new Order or Material Release from Buyer. In addition to other remedies available to Buyer: (i) Seller agrees to accept return of defective Product, at Seller's risk and expense at full invoice price, plus transportation charges, and to replace defective Product as Buyer deems necessary; (ii) Buyer may have corrected at any time prior to shipment from Buyer's plant Product that fail to meet the requirements of the Order; and/or (iii) Seller will reimburse Buyer for all reasonable expenses that result from any rejection or correction of defective Product. Seller will document corrective actions within a commercially reasonable period after receipt of defective Product and will take whatever measures necessary to avoid the same or similar issue resulting in defective Product.

5.3 若瑕疵/缺陷的产品被运送至买方处，且买方拒绝接受该产品，除非买方另行通知卖方，订单项下的产品数量应作相应减少。在未接到买方发出的新的订单或材料发运单之情况下，卖方不得发送替代减少数量部分的产品。除买方可获得的其它救济以外：(i)卖方同意自行承担付款通知上的全额价格加运费接受瑕疵/缺陷产品的退货，退货风险由卖方承担，并且当买方认为必要时，卖方应当重新发送产品以替代瑕疵/缺陷产品；(ii) 买方可于产品从其工厂装运之前的

任何时候修理不符合订单要求的产品；和/或 (iii) 卖方应赔偿买方所有因拒收或修理瑕疵/缺陷产品而发生的合理支出。卖方应于收到瑕疵/缺陷产品之后的商业上合理期限内，将补正措施记录在案，并且应采取任何必要措施防止因同样或类似的原因而导致的瑕疵/缺陷产品。

5.4 Payment for nonconforming or defective Product is not an acceptance, does not limit or impair Buyer's right to assert any legal remedy, and does not relieve Seller's responsibility for latent defects. Upon reasonable notice to Seller, either Buyer or its direct or indirect customers may conduct a routine audit at Seller's production facility for the purpose of quality, cost or delivery verification. Seller will ensure that the terms of its contracts with its subcontractors provide Buyer and its customers with all of the rights specified in this Section 5.4.

5.4 对不符合要求或有瑕疵/缺陷的产品的付款并不构成对该等产品的接受，亦不限制或损害买方主张任何法律救济的权利，同时，也并不减免卖方对潜在瑕疵/缺陷所承担的责任。经合理通知卖方后，买方、买方直接或间接的客户均可启动对卖方生产场所的常规审查，以确认产品的质量、成本及交货。卖方应确保其与分包商之间的合同条款中，载明买方及其客户享有本条 5.4 规定的所有权利。

5.5 Seller shall, at all times, conform to the Buyer's most recent Supplier Manual as listed in Exhibit E and TS16949. In the event that Seller and Buyer do not agree on whether a specific piece or quantity of the Product shipped to Buyer conforms to the specifications and standards as outlined in the Order or Buyer's requirements otherwise and to all representations and warranties contained herein, the Product in question shall be tested by an independent laboratory mutually agreed upon by the Parties. Findings by such laboratory shall be final and binding on the parties. The cost of such testing shall be borne by the party whose claim is proved to be incorrect. In addition to the foregoing, the Buyer and Seller agree that:

5.5 卖方应始终遵守买方的最新的供应商手册（请见附件 E）和 TS16949 的要求。如果买方和卖方对所发运的产品的特定部分或者数量是否符合在订单上规定的技术标准或者买方的其它产品要求，以及是否符合本条款上载明的所有陈述和保证上无法达成一致，相关争议产品应该由双方共同约定的独立的实验室进行测试。实验室测试结果应当是最终的并对双方都有约束力。试验的费用由所提意见被证明有误的一方承担。除上述规定以外，买卖双方同意：

5.5.1 Upon discovery of defective Product, Buyer shall notify Seller within 24 hours upon discovery by facsimile to the attention of the plant manager and plant quality manager identifying the reason for rejection and the specific non-conformity. Seller must respond to Buyer within 24 hours in 8D format and provide instructions for disposition. Seller, at its option, will advise if non-conforming Product shall be reworked, returned or scrapped at Buyer's location or otherwise.

5.5.1 一旦发现瑕疵/缺陷产品，买方应在 24 小时内通过传真通知卖方的工厂经理和工厂质量经理，说明退货的理由及具体不合格处。卖方必须在 24 小时内以 8D 形式向买方作出反应并给出处理意见。卖方可选择将不合格产品返工、退回或者在买方处或其它地点报废。

5.5.2 Seller agrees to reimburse Buyer for reasonable costs incurred by the Buyer as a result of non-conforming or defective Product delivered. Such costs shall include, but not limited to, inspection, testing, material handling and administrative costs, finance costs, damaged tooling, late charges assessed to Buyer by Buyer's customers, and rework, sorting and scrapping of non-conforming Product.

5.5.2 卖方同意补偿买方由于卖方发运不合格或者有瑕疵/缺陷的产品发生的合理成本。此成本必须包括，但不限于检验、测试、材料的装运及管理成本、财务成本、受损的工装模具、买方的客户对买方收取的迟交罚款、以及返工、分类和报废不合格产品所发生的费用。

5.5.3 Seller and Buyer will, in good faith, agree, on a case-by-case basis, to the appropriate charge to be made against Seller for necessary and reasonable rework, sorting and scrapping of nonconforming Products. Effective for the next invoice after the said agreement, Seller shall include a credit at a rate of US\$ 35(or 245 RMB) per hour per person for such charges or at another charging rate as agreed upon by both Parties. The amount of such credit shall be offset against the next invoice issued by Seller.

5.5.3 买卖双方应本着诚实信用的原则按个案处理的方法就向卖方收取必要合理的用于返工、分类和报废瑕疵/缺陷产品的适当费用达成协议。该金额在上述协议达成后将在卖方的下一笔付款通知中生效，卖方应以每个人工每小时收取 35 美元（即 245 人民币）的价格或者双方协商确定的其他收费标准向买方支付费用。该笔款项应当在卖方发出的下一笔付款通知中先进行抵消。

5.6 Seller agrees to achieve the target for "0/0/100/100/30" which means: within thirty (30) days following the launch of the program, Quality target is zero (0) parts per million on Products; zero(0) safety issue; delivery target is 100% on time; 100% resolution of all the problems on the Issue List.

5.6 卖方同意达到 " 0/0/100/100/30 " 目标，其含义如下：项目启动后 30 天内，质量目标是产品每百万部件中零缺陷，安全事故率为 0，交货目标是 100% 按时交付，100% 解决问题清单中所有问题。

5.7 Seller represents and warrants that (1) it will obtain from a third party certification of compliance with the latest published edition of TS16949, available through the Automotive Industry Alliance Group ("AIAG"), (2) its primary supply base will be in compliance with the requirements of its TS16949 certification, and (3) Seller will maintain its TS16949 certification throughout the supply contract. Seller agrees to meet with Buyer, at Buyer's request, to discuss quality issues and improvements thereof.

5.7 卖方陈述和保证：（1）卖方应获得有关遵守 TS16949 最新发布版本的第三方认证，可通过汽车工业联盟集团（“AIAG”）获得此版本，（2）卖方的主要供应基地应符合其 TS16949 认证要求，（3）卖方应供货合同有效期内保持其 TS16949 的认证有效性。卖方同意按买方的要求和买方商谈质量事宜以及质量改进事宜。

5.8 Seller represents and warrants with regard to all Product (including Software and Documentation to the extent included with Product) that:

5.8 卖方关于所有产品（包括产品中包含的软件和文件）陈述并保证如下：

- All Product is and will continue to be free from violation or infringement of any third party Intellectual Property Rights; and
- 所有产品现在以及将来均不会对任何第三方的知识产权构成侵害或侵权；
- Seller is not aware of any facts upon which a claim for violation or infringement could be based and that Seller will promptly notify Buyer if Seller becomes aware of any claim or facts upon which a claim could be based.
- 卖方不知道可能构成侵害或者侵权索赔的任何事实，并且如果卖方知道任何索赔或者可能构成索赔的事实，卖方应当立刻通知买方。

5.9 If Seller breaches this intellectual property warranty, Buyer may immediately terminate any contract with Seller in whole or in part and may immediately cancel any unfilled Orders without liability, such remedies being in addition to any other remedies provided by these Terms or otherwise available to Buyer under law. Seller will have responsibility and is obligated for a breach of the foregoing warranty to the extent that any Product is used in an infringing system and the Product does not have a substantially non-infringing use.

5.9 如果卖方违反了该知识产权保证义务，买方可以立刻全部或者部分的终止与卖方的任何合同，并可以立刻取消任何未履行的订单，而不须承担任何责任，此补救措施是对买方根据本条款或者法律规定可以获得的任何其他补救措施的补充。在任何产品使用于一个侵权系统并且此产品没有一个实质上的非侵权用途的范围内，卖方应对违反上述保证事项承担相应的责任和义务。

Article 6 - Price and Payment

6. 价格和付款

6.1 Unless different payment terms are stated in the Order, Buyer will make payment in RMB for the Product by T/T according to the price confirmation in the Order within seventy seven ~~60(77)~~ calendar days upon receipt of an invoice from Seller provided that the Product, together with all the shipping documents, has been delivered without any quality and quantity issue. If the Product is not for consumption by Buyer in the production of automotive parts or systems (i.e., internal or “indirect” purchases), if no payment terms appear on the Order, Buyer will pay Seller for the Product within one hundred twenty (120) calendar days following receipt of invoice from Seller provided that the Product, together with all the shipping documents, has been delivered without any quality and quantity issue. Invoices for tooling and/or capital equipment must be issued only as approved, as provided in the Order. Seller agrees to furnish Buyer with detailed cost break down sheets in a format provided by or otherwise acceptable to Buyer within 30 days upon signing of these Terms or at some other time as agreed upon by the Parties. All future Products quoted by Seller or for any design changes to the Products will be quoted in consistence with these cost break-down sheets prepared by Seller and acceptable to Buyer.

6.1 除非订单另有不同付款条款规定，收到卖方发出的付款通知七十七（6977）个日历日内，并且产品以及所有发货单据已经发出，并且不存在任何质量和数量问题的情况下，买方应按照订单中的确认的价格通过人民币电汇方式支付货款。但是，如果产品并非供买方在生产汽车部件或系统中使用（即内部或“间接”采购），而且订单没有规定不同的付款条款，产品以及所有发货单据已经发出，并且不存在任何质量和数量问题的情况下，买方在收到卖方发出的付款通知一百二十（120）个日历日内，应按照订单中的确认的价格通过人民币电汇方式支付货款。与加工和/或固定设备相关的付款通知依据订单，必须经核准后方可出具。卖方同意自本条款签署之日起 30 日内或者经双方约定的其他时间，按照买方提供的或者买方可接受的格式，向买方提交详细的成本分析表。所有卖方作出的对未来成品或对产品的设计改变的报价都将与此成本分析表（由卖方提供且为买方所接受）保持一致。

6.2 The Parties acknowledge that certain design or manufacturing changes (VA/VE) may enhance the Product and will result in cost savings. These savings shall be independent of any savings resulting from productivity improvements, and may result from initiatives of either Party. To the extent that Buyer initiates a design change that results in a cost savings, such cost savings as actually realized shall be reflected immediately in price reductions by an amount equal to such savings after deducting Seller's design, testing, tool, launch and other costs necessary for the design change. If Seller initiates a design change that results in cost savings, such cost savings as actually realized will be shared equally between Buyer and Seller after Seller's design, testing, tool, launch and other costs (to the extent necessary by the design change), if any, are recovered. Buyer's portion of the shared savings will be fully reflected in price reductions immediately upon realization of the cost savings.

6.2 双方认可一些设计或生产的改变（VA/VE）将提高产品的性能而且能够节约成本。这些节省与由生产率提高而引起的节省无关，可能有任一方率先作出。若是买方率先对设计作了改变而节省了成本，实际发生的成本节省必须立即反映在产品价格上，价格下降额必须等同于除去卖方设计、测试、模具、启动费以及其他必须用于此设计改动的费用后所节省的成本数。若卖方率先改变了设计而节省的成本，而实际所节省的成本将在卖方的设计费用、测试费用和工装模具费用、启动费以及其他成本（设计变更需要的范围内）得到补偿后由买卖双方共同平均分享。买方分享的这部分成本节省将根据实际降低或节省的成本额立即完全体现在降低价格上。

6.3 All labor, burden, selling and general administrative expenses (collectively, "SG&A") and other costs associated with Seller's manufacturing process will be held firm and therefore will not be changed for the duration of the Product to be ordered by Buyer or unless otherwise mutually agreed upon by the Parties. If Buyer is required by its customer in writing to implement a specific cost reduction schedule with respect to any program on which Product(s) are being used (or permitted by such customer to increase prices to offset, totally or partially, increases in labor or material costs), then such cost reduction schedule or price increases shall be implemented by the Seller on the same terms with respect to supply by Seller of Product(s) to Buyer.

6.3 卖方在生产过程中所涉及的所有用工成本、负担、销售及一般管理费用（以下合称“SG&A”）以及其他成本在买方订购产品的期间内固定不变，除非双方另行协商同意。如果买方收到客户的书面要求，要求买方实施与正在使用的产品项目相关的成本降低计划，（或客户同意提高价格以全部或部分抵消人工或原料成本的上漲），卖方也应根据其向买方供应产品的同样条款实行成本下降计划或涨价。

6.4 With respect to Product(s) for which prototyping is required, Seller will provide prototype piece parts at a price as agreed to, on a program by program basis, in writing by Seller and Buyer.

6.4 对于需要样件的产品，卖方按买卖双方协商确定的每一项目价格，逐一提供样件。

6.5 In no event shall the price charged to Buyer for Product(s) be more than that charged to any other customer of Seller for the same, or substantially similar products in similar quantities and under similar payment terms. Accordingly, if Seller sells to any of its other customer any products of the kind, specification, or nature substantially similar to the Product(s) covered by any Order by Buyer at a price which, given similar payment terms, is lower than the price then in effect for Buyer, the price in effect for Buyer shall be reduced to the lower price. The price reduction shall apply to all unshipped orders and all orders shipped after the date on which such products have first been sold to Seller's other customers at such lower price.

6.5 对于任何相同的产品、或那些数量相近、付款方式相似的实质上相似的产品，卖方要求买方支付的价格不能高于任何卖方的其他客户所支付的价格。据此，若卖方向任何其他客户出售买方发出的任何订单中所包含的种类和规格的任何产品，或本质上十分相似的产品，且付款方式相似，但其价格却实际低于卖给买方的产品价格，必须将卖给买方的产品价格降低到这个低价水平。此降价要求适用于所有未发运的订单产品以及所有发运日期晚于首次向其他客户提供更低价格产品的实际日期的已发运订单产品。

Article 7 – Changes

7. 变更

Buyer reserves the right to direct changes, or to cause Seller to make changes, to drawings, specifications, samples or descriptions of Product. Buyer also reserves the right to otherwise change the scope of the work covered by the Order, including work with respect to such matters as inspection, testing or quality control. Buyer may also direct the supply of raw materials from itself or from any third parties. Seller will promptly make such requested change. In order for Seller to request a reasonable difference in price or delivery time for performance as a result of such a change requested by Buyer, Seller will notify Buyer of its request in writing within ten days after receiving notice of the change. Buyer can request additional documentation from Seller relating to any change in specifications, price or delivery time for performance. Seller will not make any change in the Product' design, specifications, processing, packing, marking, shipping, price, and date and place of delivery except at Buyer's written instruction or with Buyer's written approval.

买方保留直接改变或要求卖方改变产品的图纸、规格说明、样品或描述说明的权利。买方亦保留对订单项下的工作范围作不同于订单规定的权利，包括与检查、测试或质量控制等相关的工作。买方也可指定由其自己或第三方提供原材料。卖方将及时根据上述变更要求做出改变。卖方可以提出为履行买方要求的上述变更所需的不同于原先的合理价格或时间，卖方必须于接到变更通知后的十日内将其要求书面通知买方。买方可要求卖方提供与修改规格说明、价格或履行发货时间有关的额外文件。除非买方书面指示或经买方书面同意，卖方不得改变产品设计、规格说明、加工、包装、标记、装运、价格、日期或交付地点。

Article 8 – Warranties

8. 保证

8.1 Seller expressly warrants and guarantees to Buyer, to Buyer's successors, assigns and customers, that all Product delivered to Buyer will: (a) conform to the specifications, standards, drawings, samples, descriptions and revisions as furnished to or by Buyer; (b) conform to all applicable laws, orders, regulations and standards in China and any other countries where Product or vehicles or other products incorporating Product are to be sold; (c) be merchantable and free of defects in design (to the extent designed by Seller), materials and workmanship; and (d) be selected, designed (to the extent designed by Seller), manufactured and assembled by Seller based upon Buyer's stated use and be fit and sufficient for the purposes intended by Buyer. The warranty period provided by applicable law applies, except that if Buyer or Buyer's customer offers a longer warranty period to end-users for Product installed on or as part of vehicles, the longer period will apply. Buyer will inform Seller of such longer period. For all services, Seller further warrants that its work will be performed in a professional and workmanlike manner, consistent with all good standards and specifications of Buyer and otherwise consistent with industrial standards. Seller will immediately notify Buyer in writing when it becomes aware of any ingredient, component, design or defect in Product that is or may become harmful to persons or property.

8.1 卖方向买方、买方的继承人、受让人以及客户明确保证，所有向买方交付的产品：(a) 与向买方提供的或由买方提供的规格说明、标准、图纸、样品、描述以及修改相符；(b) 与中国或者任何其他国家（指产品、含有产品的成品车、或其他货物销售地）所有适用的法律、法令、法规、标准相符；(c) 适于销售，并且其设计（以卖方设计的为限）、材料及工艺均无瑕疵/缺陷；和(d) 由卖方根据买方说明的用途挑选、设计（以卖方设计的为限）、生产以及装配，并且适合或充分满足买方预定目的。保证期限适用法律规定的保证期限，但是，如果买方或者买方客户向终端购买者对安装在汽车或者作为汽车一部分的产品承诺更长的保证期限时，将适用更长的保证期限。买方将通知卖方执行此更长的保证期限。至于所有服务，卖方进一步保证其将以专业、技术熟练、买方同意的所有优秀标准及规格相符并且与行业标准相符的方式履行工作。当卖方察觉任何产品成分、部件、设计或瑕疵/缺陷对或可能对人员或财产有害，卖方应立即书面通知买方。

8.2 Seller hereby further represents and warrants that all Products meet or exceed all print performance and packaging specifications and standards as agreed upon by the Parties pursuant to the Order and/or these Terms and any of its Exhibits. The warranty contained herein shall be in addition to any warranty created by Chinese law. Seller shall indemnify and hold Buyer harmless for and against any costs, expenses and damages, whether direct or indirect, incidental or consequential, arising from defective Product or breach of these warranties, including, without limitation, all costs incurred to Buyer in connection with replacement of Product due to Buyer's customer(s).

8.2 卖方在此进一步陈述并保证，所有产品满足或超越双方根据订单和/或本条款和其任何附件约定的产品性能、包装规格和标准的要求。本文的保证应作为中国法律规定的保证义务的补充。如发现任何瑕疵/缺陷产品或者对上述保证的违反，卖方应赔偿买方并使买方免于承受由此

产生的任何成本、费用或者损害，无论直接或间接的，偶发或附随发生的，包括但不限于所有基于买方客户而进行产品更换的费用。

Article 9 - Supplier Quality Programs; PPAP

9. 供应商质量项目；PPAP

Seller will conform to the quality standards and inspection systems such as QS 9000 and ISO 9000, which may be established or directed by Buyer. Seller will also participate in supplier quality and development programs organized by Buyer. Seller agrees to meet the full requirements of Production Part Approval Processes ("PPAP") as specified by Buyer and (as applicable) by Buyer's customer(s). At requested by Buyer, Seller will, at its own expenses, participate in and comply with the following programs and standards offered by Buyer: (a) Buyer's Supplier Standards Manual (including all subsections and forms), as amended and implemented by Buyer from time to time; (b) Advanced Quality Planning (AQP) as listed in Exhibit F and Supplier Individual Development Plans (SIDP) as listed in Exhibit G; and (c) supplier scorecard as described and accessible by the following internet link: www.adiant.com/suppliers or by contact the quality manager. In the event of any discrepancy between any part of these programs, documents or standards and an express provision of these Terms, these Terms will prevail and take precedence.

卖方应遵守买方设立或指定的质量控制标准和检验制度，例如 QS 9000 和 ISO 9000。卖方应参与与买方开展的生产件批准程序（即 PPAP）。卖方同意，符合由买方或者买方客户（如适用）在生产部件认可程序中载明的所有要求。经买方要求，卖方应自费参与下述项目并遵守下列买方提出的标准：(a)由买方（包括其所有分支机构及部门）提供的供应商标准手册，包括买方不时修订并执行的部分；(b)附件 F 中的先进质量计划（AQP）和附件 G 中的 供应商的自主开发计划；和（c）供应商考核，按照此链接 www.adiant.com/suppliers 进入完成或者联系质量经理。若上述项目、文件或标准的任何部分与本条款某明确规定相冲突，以本条款规定为准。

Article 10 - Service and Replacement Parts

10. 服务和替换零件

During the term of the Order and for fifteen (15) years thereafter (unless a shorter or longer period is agreed in writing by both Parties), Seller shall supply and sell, according to the Orders for "service parts" for the Product delivered, its components, parts and materials at price(s) based on the most recent price(s) under previous Orders, taking into account actual, documented differences in the cost of materials, packaging, and production after the most recent purchases have been completed, as mutually discussed in good faith and agreed upon by the Parties. At Buyer's request, Seller will prepare service literature and documents available at no additional charge to support Buyer's service part sales activities.

在订单有效期限及到期后 15 年内(除非双方书面另行约定更长或更短的时间), 卖方应当根据订单中关于交付产品的“服务部分”向买方提供并出售其部件、零件和原材料。卖方应基于以前订单中最近的价格, 同时考虑到文件可以证明的上次购买完成后原材料、包装以及生产成本的实际变动, 并且在双方善意协商同意的基础上, 确定出售价格。在买方要求的情况下, 卖方应当免费准备可得到的服务资料和文本以支持买方销售行为中的服务部分。

Article 11 – Remedies

11. 救济

The rights and remedies reserved to Buyer under these Terms or in the Order will be cumulative with and in addition to all legal and other remedies. At Buyer's request, Seller will reimburse Buyer for any incidental or consequential damages resulting from defective or nonconforming Product, including, without limitation, costs, expenses and losses incurred directly or indirectly by Buyer or its customer(s): (a) in inspecting, sorting, repairing or replacing the nonconforming Product; (b) resulting from production interruptions; (c) in conducting recalls or other corrective service actions; or (d) resulting from personal injuries (including death) or property damage caused by the defective or nonconforming Product. Consequential damages include reasonable professional service fees such as legal fees incurred by Buyer. If requested by Buyer, Seller will enter into a separate agreement with Buyer for the administration or processing of warranty charge-backs for defective Product, and will participate in and comply with warranty reduction or related programs as directed by Buyer that relate to the Product. In any action brought by Buyer to enforce any of Seller's obligations to produce and deliver Product under the Order, the parties agree that Buyer will be entitled to all available remedies under Chinese law, including specific performance of Seller's obligations under the Order and these Terms.

买方于本条款或订单中保留的权力和救济可与所有法律上的和其他救济途径一并使用。如买方要求, 卖方应赔偿买方因卖方提供了不合格或者有瑕疵/缺陷的产品而承担的任何附带损失或间接损失, 包括但不限于, 买方或其客户直接或间接产生的下列成本、支出和损失: (a) 因检验、分类、修补或替换不符合要求的产品过程中产生的; (b) 因生产中断所造成的; (c) 因采取召回产品或其他补正服务的行动而产生的; 或 (d) 因不合格或者有瑕疵/缺陷的产品造成的人身伤害(包括死亡)或财产损失而产生的。间接损失包括买方支付的合理的专业性服务费用, 如律师费。若买方要求, 卖方应与买方另行签订有关管理或处理保证退回瑕疵/缺陷产品价款的协议, 并将根据买方指示参与或遵守与产品有关的保证减价或相关项目。双方同意, 在买方采取要求卖方履行生产和交付订单项下的产品的行动过程中, 买方有权行使中国法律规定的任何救济, 包括要求卖方履行订单及本条款项下的义务。

Article 12 - Compliance with Laws; Ethics

12. 遵守法律; 道德规范

Seller acknowledges and undertakes that (a) Seller, and any Product supplied by Seller, will comply with all applicable laws and regulations, including national and local and regulations and rules, and legal and industrial standards, that relate to the manufacturing, labeling, shipping, importing, exporting, licensing, approval or certification of the Product, including laws relating to environmental matters, employment matters (such as minimum wages, overtime pays, working hours and humane working conditions), subcontractor selection, nondiscrimination, occupational health or safety and motor vehicle safety, just to name a few; (b) all materials or components used by Seller in the Product or in its manufacturing process will satisfy current governmental, statutory, regulatory and safety requirements on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic requirements considerations that apply to the country of receipt, the country of shipment, and the customer-identified country of destination if provided applicable to Product and its components; and (c) Seller and Buyer shall adhere to the Ethics Policy (available at the following link: www.adiant.com/ethics) and Buyer expects Seller, and Seller's employees and contractors, to abide by this policy or an equivalent ethics policy of its own. While supplying goods or performing services under the Terms Seller will comply with the US Foreign Corrupt Practices Act, China anti-corruption laws and all other laws prohibiting any form of commercial or private bribery.

卖方声明和承担下列义务：(a) 卖方及其供应的任何产品应符合所有适用的法律、法规，包括与产品的生产、标记、运输、进口、出口、特许、批准或证明有关的国家和地方上的规定规则以及法律和工业上的标准，包括与环保、雇佣（如最低工资、加班报酬、工作时间及工作条件）、分包商的选择、禁止歧视、职业健康或安全以及机动车辆安全相关的法律，以上仅部分列举；(b) 所有卖方于产品或产品生产中使用的材料或部件均应符合有关限制性、有毒性、有害性物质的现行的政府法律法规性安全规定以及相关产品相关的收货地、装运地和客户指明的目的地（如有）的环保、电力、电磁事项以及产品组装或汽车的规定标准；和(c) 卖方已了解到买方制定了一项道德规范（路径如下：登录 www.adiant.com/ethics），买方希望卖方和卖方的雇员及承包商均遵守本规范或与此类似的其自身道德规范。提供本条款项下产品或服务时卖方应遵守美国反海外腐败法、中国反腐败以及禁止任何形式的商业贿赂的法律法规。

Article 13 - Customer Requirements

13. 客户要求

As directed by Buyer in writing, Seller agrees to comply with the applicable terms of any agreements between Buyer and its customer(s) to which Buyer provides the Product (as incorporated into products supplied to such customer(s)). Buyer may in its discretion supply Seller with information regarding purchase orders from its customer(s). Seller will be responsible for ascertaining how such customer purchase order information affects Seller's obligations under the Order, and Seller will meet all such disclosed customer terms to the extent within Seller's control. By written notice to Seller, Buyer may elect to have the provisions of this Section prevail over any conflicting term between the Buyer and Seller.

卖方同意，根据买方书面要求，遵守任何买方及其客户之间有关产品供应（包括向此类客户供应的作为产品部件的产品）的协议中规定的适用条款。买方可自主决定将其客户提供的与订单有关的信息提交给卖方。卖方应负责确定该类客户订单信息可能会对卖方订单项下义务产生何种影响，并在其控制范围内，遵守所有被披露的此类客户条款。买方可通过书面通知卖方的形式，在买卖双方条款冲突的情况下，选择优先适用本款规定。

Article 14 – Indemnification

14. 赔偿

14.1 To the fullest extent permitted by law, Seller will defend, indemnify and hold harmless Buyer, Buyer's customers (both direct and indirect, including manufacturers of vehicles in which Product are incorporated), and dealers and users of the products sold by Buyer and all of their respective agents, successors and assigns, against all damages, losses, claims, liabilities and expenses (including reasonable attorneys' fees and other professional fees, settlements and judgments) arising out of or resulting from any defective Product, or from any negligent or wrongful act or omission of Seller or Seller's agents, employees or subcontractors, or any breach or failure by Seller to comply with any of Seller's representations and warranties or other terms and conditions of an Order (including any part of these Terms).

14.1 在法律允许的最大范围内，卖方应保护、赔偿或使买方、买方客户（直接和间接的，包括运用产品组装汽车的汽车供应商）、买方产品的经销商和使用者及其各自的代理人、继受人和受让人免受因任何有瑕疵/缺陷的产品、卖方或卖方代理人、雇员或分包商的任何疏忽、不正当行为或懈怠，或卖方任何违反或未履行其卖方陈述与保证或订单（包括本条款）项下其他条款和条件所造成的所有损害、损失、索赔、责任和支出（包括合理的律师费及其他专业性服务费用、和解和判决费用）。

14.2 If Seller performs any work on Buyer's or Buyer's customer's premises or utilizes the property of Buyer or Buyer's customer, whether on or off Buyer's or Buyer's customer's premises: (a) Seller will examine the premises to determine whether they are safe for the requested services and will advise Buyer promptly of any situation it deems to be unsafe; (b) Seller's employees, contractors, and agents will comply with all requirements that apply to the premises and may be removed from Buyer's premises at Buyer's discretion; (c) Seller's employees, contractors, and agents will not possess, use, sell, transfer or be under the influence of alcohol or unauthorized, illegal, or controlled drugs or substances on the premises; and (d) to the fullest extent permitted by law, Seller will indemnify and hold Buyer and Buyer's customer, and their respective agents, successors and assigns, harmless from and against any liability, claims, or demands (including reasonable attorneys' and other professional fees, settlements and judgments) for damages or expenses resulting from damage to the property of or personal injuries to Buyer, its customer, their respective agents, or any other person or entity to the extent arising from or in connection with Seller's work on the premises or Seller's use of Buyer's or Buyer's customer's property, except to the extent caused by Buyer's gross negligence.

14.2 若卖方在买方或买方客户的场地进行任何工作或使用买方或买方客户的财产，无论是否在买方或买方客户的场地使用：(a) 卖方应检查场地，以确定在该场地上提供要求的服务是否安全；若其认为不安全，卖方应及时将任何不安全情况告知买方；(b) 卖方雇员、承包人及代理人应遵守所有适用于该场地的法规规定，并且根据买方的决定，撤离买方场地；(c) 卖方雇员、承包人及代理人不得在该类场地内携带、使用、出售、转让酒精或不被允许的、违法的、被限制的毒品或物质，也不得在受上述物品影响的情况下进入该类场地；和 (d) 卖方应在法律允许的最大范围内，赔偿并使买方、买方客户及其各自的代理人、继受人、受让人免受因赔偿任何

买方、买方客户及其各自代理人或其他人员或实体遭受的财产或人身损害而承担的责任、索赔、损害或支出（包括合理的律师费及其他专业性服务费用、和解和判决费用），上述财产或人身损害限于因卖方在该类场地进行工作或卖方使用买方或买方客户财产所引起或与此有关的范围内，但是，因买方单方重大疏忽所造成的损害除外。

Article 15 – Insurance

15. 保险

15.1 Seller will maintain insurance coverage for the Product in amounts as may be reasonably requested by Buyer or (to the extent directed by Buyer) Buyer's customer(s), in each case naming Buyer and its affiliates and customer(s) as "additional insured" as requested by Buyer.

15.1 卖方应根据买方或者买方客户（限于由买方指示的范围）合理要求的数额对产品投保并保持保险范围，同时按照客户要求，对每份保单将买方、买方关联方、买方客户追加为“附加被保险人”。

15.2 Seller will furnish to Buyer a certificate showing compliance with this requirement or certified copies of all insurance policies within 10 days upon receipt of Buyer's written request. Such insurance policy will provide that Buyer (and, if applicable, Buyer's customers) will receive 30 days prior written notice from the insurer of any termination or reduction in the insured amount or scope of coverage. The existence of insurance does not release Seller of its obligations or liabilities under the Order and the Terms.

15.2 卖方应在收到买方书面要求的 10 日内，向买方提供按照本条款要求进行投保的凭证或者经确认的所有保单的复印件。保单中应当载明，出现任何保单终止或者投保范围缩小、投保数量降低的情形，投保人应当提前 30 日书面通知买方（如适当时，以及买方的客户）。保险的存在并不减轻或者免除卖方在订单和本条款项下的义务。

Article 16 – Insolvency

16. 资不抵债

The Order may be terminated immediately by Buyer without any liability to Seller if any of the following or comparable events occur, and Seller will reimburse Buyer for all costs incurred by Buyer in connection with any of the following, including without limitation attorneys' fees and other professional fees: (a) Seller becomes insolvent; (b) Seller initiates a voluntary bankruptcy proceeding under Chinese law; (c) an involuntary bankruptcy proceeding is initiated against Seller; (d) a receiver or trustee or equivalent is appointed for and to take over the management of Seller; (e) Seller needs accommodations from Buyer, financially or otherwise, in order to meet its obligations under the Order; or (f) Seller executes an assignment of its ownership or major assets for the benefit of creditors.

若发生任何下列情况或类似情况，买方可立即终止订单，并无须向卖方承担责任，同时，卖方应向买方赔偿所有买方支付的与下列情况相关的费用，包括但不限于律师费及其他专业性服务的费用：(a) 卖方资不抵债；(b) 卖方依据中国法律主动申请破产；(c) 卖方被申请破产；(d) 已指定卖方的接收人或托管人；(e) 卖方需要买方财务上或其他方面的协调配合，以使卖方可履行其订单项下的义务；或(f) 为了债权人利益，卖方签署了其所有权或者主要资产的转让协议。

Article 17 - Termination

17. 订单终止

17.1 Buyer may terminate all or any part of the Order, without liability to Seller and Buyer will not be liable to Seller for any losses resulting from such termination under this Section 17.1, if Seller: (a) repudiates, breaches or threatens to breach any of the terms of the Order and these Terms; (b) fails or threatens not to deliver Product 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 Product and does not correct the failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying the failure or breach; or (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 Product for Buyer or a merger, sale or exchange of shareholding, stock or equity ownership interests that would result in a change in control of Seller. Seller will notify Buyer within ten days after entering into any negotiations that could lead to the situation specified in subsection (d) above, provided that upon Seller's request, Buyer will enter into an appropriate nondisclosure agreement related to information disclosed to Buyer in relation to such transaction.

17.1 若卖方具有以下行为之一，买方可全部/部分终止订单，并无须向卖方承担责任并且买方对卖方因第 17.1 条终止订单而产生的任何损失不承担赔偿责任：(a) 拒绝履行、违约或威胁将违反订单和本条款下的任何条款；(b) 未交付/提供或威胁将不交付/提供与订单相关的产品或服务；(c) 未改进或未达到合理的质量要求以致危及产品的按时按质完工或交付，并且，接到买方发出的指明上述未履行或违约行为的书面通知后 10 日内（或若根据具体情况符合商业上合理的比 10 日更短的期限内）仍未纠正该未履行或违约行为；或者(d) 达成或提议达成有关出售资产的重要部分的交易，该资产是用于为买方生产产品的；或进行或提议进行将对卖方控制权发生改变的并购、股权、股票或者股权权益的出售或交换。卖方应于参与任何可能导致上述 (d) 款规定的情形发生的任何谈判后十日内通知买方；若经卖方请求，买方就有关向其披露的与上述交易相关的信息，应签署一份适当的保密协议。

17.2 In addition to any other rights of Buyer to cancel or terminate the Order, Buyer may at its option immediately terminate all or any part of the Order at any time and for any reason by giving written notice to Seller. The Parties agree to the following consequences of any termination by Buyer under this Section 17.2:

17.2 除买方可取消或终止订单的任何其他权利外，买方可随时以任何理由自主决定立即全部或部分终止订单，买方终止订单应书面通知卖方。双方同意买方根据本 17.2 条终止订单产生以下结果：

17.2.1 Upon receipt of notice of such termination, and unless otherwise directed by Buyer, Seller will: (a) immediately stop all work under such Order as terminated; (b) transfer ownership title to and deliver to Buyer the finished Product, the work in process, and the parts and materials that Seller reasonably produced or acquired according to quantities ordered by Buyer and that Seller cannot use in producing goods for itself or for others; (c) verify and settle any claims by subcontractors for actual costs incurred directly as a result of the termination and ensure the recovery of materials in subcontractors' possession; (d) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest until disposal instruction from Buyer has been received; and (e) upon Buyer's reasonable request, cooperate with Buyer in transferring the production of Product to a different supplier.

17.2.1 卖方接到终止通知后，除非买方另有指示，卖方应 (a)立即终止订单项下的所有工作；(b)将已完工的产品、正在进行过程中的工作，以及卖方根据买方要求的数量合理生产或采购的且卖方无法在自己或为他人的生产产品过程中运用的部件及材料的所有权及实物转交给买方；(c)核实并处理任何分包商就订单终止而提出的有关直接支出的实际费用的主张，同时，确保已收回由分包商占有的材料；(d)在接到买方有关处理指示前，采取必要的合理措施，以保护由其占有的、与买方具有利益关系的财产；和 (e) 应买方合理请求，协助买方将产品的生产转交给其他供应商。

17.2.2 Upon termination by Buyer under this Section 17.2, Buyer will be obligated to pay only the following: (i) the Order price for all finished Product delivered in the quantities that conform to the Order; (ii) Seller's reasonable actual cost of work-in-process and the parts and materials transferred to Buyer under Section 17.2.1 (b) above; (iii) Seller's reasonable actual costs of settling claims regarding its obligations to its subcontractors to the extent directly caused by the termination; and (iv) Seller's reasonable actual cost of carrying out its obligation under Section 17.2.1 (d) above. Seller will furnish to Buyer, within one month after the date of termination (or such shorter period as may be required by Buyer's customer), its termination claim, which will consist exclusively of the items of Buyer's obligation to Seller that are expressly permitted by this Section 17.2.2. Buyer may audit Seller's records before or after payment to verify the amounts requested in Seller's termination claim.

17.2.2 买方根据 17.2 条终止订单后，买方仅须支付下列款项：(i)已完工的，在买方订单数量之内的且符合买方订单要求的产品的订单价格；(ii)卖方支出的根据本条款 17.2.1(b)条规定向买方转交的正在加工过程中的工作、部件及材料相关的实际合理费用；(iii)卖方因处理分包商提出的因订单被终止而直接遭受的损失的索赔而实际支出的合理费用；和(iv)卖方因根据本条款 17.2.1 (d)条履行义务而实际支出的合理费用。卖方将于订单终止之日后的一个月（或买方客户要求的更短期间内）向买方提出订单终止后的主张，该主张不应包括本条款 17.2.2 条明示准许的买方应向卖方承担的义务的条款。买方于付款前后均可就卖方记录进行审计，以核实卖方该项终止主张中要求的金额数目。

17.2.3 Notwithstanding anything otherwise herein, Buyer will have no obligation for and will not be required to pay Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit or revenue, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process or raw materials that Seller fabricates or procures in amounts exceeding those authorized in the Order or Material Releases, or for general administrative charges resulting from such termination of the Order, except as otherwise expressly agreed in a separate Order issued by Buyer. Above all, Buyer's obligation upon termination under this Section 17.2 will not exceed the obligation Buyer would have had to Seller in the absence of termination. Buyer will have no obligation for payment to Seller under this Section if Buyer terminates the Order or portion thereof because of a default or breach by Seller.

17.2.3 尽管本文另有规定，除非买方另行发出独立订单明确表示同意外，买方无义务并且不得被要求直接或由于卖方分包商索赔而向卖方支付预期利益或收入损失、未分摊间接费用、索赔款利息、产品开发和设计成本、工具、设施、设备的重置成本、租金支出、未分摊的资本或折旧成本、卖方制作或取得的有关已完工货物、正在加工过程中的工作或原材料的数量超过订单或材料发运单允许数量的价款或订单终止后的一般性管理收费。买方根据 17.2 条的规定因订单终止向卖方承担的义务将不应超过未发生订单终止事宜情况下买方向卖方承担的义务。若买方因卖方过错或违约行为而全部或部分终止订单，则买方无义务根据本条规定向卖方付款。

Article 18 - Force Majeure

18. 不可抗力

18.1 Any delay or failure of either party to perform its obligations will be excused if and to the extent that it is caused by an event or occurrence of such event beyond the reasonable control of the party and without its fault or negligence, such as: acts of God; fires; explosions; natural disasters; riots; wars; sabotage; unexpected and frequent power outage; or court injunction or order ("Force Majeure Event"). As soon as possible (but no more than one full business day) after occurrence of Force Majeure Event, Seller will provide written notice describing such delay and assuring Buyer of the anticipated duration of the delay and the time that the delay will be cured, together with a certificate or other official document verify such Force Majeure Event.

18.1 若一方因发生超出其合理控制范围的事件或事故而引起的并在此范围内，并且其无任何疏忽或过错，而迟延履行或未履行义务，则该方应被免责。此类事件或事故如：天灾；火灾；爆炸；自然灾害；骚乱；战争；怠工；无能力获得权力；法院强制令或命令（“不可抗力事件”）。卖方应于不可抗力事件发生后尽快（但不得超过一整个工作日）书面通知买方，通知应说明迟延情况，并且向买方确保迟延履行的预计期间以及迟延履行得以消除的时间，以及证明该不可抗力的证明书或者其他官方文件。

18.2 During the delay or failure to perform by Seller under this Section 18, Buyer, at its option: (a) may purchase Product from other sources and reduce its schedules to Seller by such quantities, without any liability to Seller; (b) may ask Seller to deliver to Buyer at Buyer's expense all finished goods, work in

process and parts and materials produced or acquired for work under the Order; or (c) have Seller provide Product from other sources in quantities and at a time requested by Buyer and at the price set forth in the Order. In addition, Seller will, at its expense, take all necessary actions to immediately stop and minimize any losses resulting from the occurrence of Force Majeure Event.

18.2 卖方在第 18 条项下迟延履行或未履行期间, 买方可自主决定: (a) 向其他供货商购买产品, 并且相应减少其原计划向卖方购买的数量, 此情况下, 买方无须向卖方承担责任; (b) 要求卖方交付所有已完工货物、正在加工过程中的工作以及根据订单生产的或采购的部件或材料, 费用由买方承担; 或 (c) 要求卖方从其他供货商处按买方要求的数量、时间及订单规定的价格提供产品。此外, 卖方将采取一切必要措施迅速停止和降低不可抗力事件导致的损失, 采取此类措施的费用由卖方自行承担。

Article 19 - Technical Information Disclosed to Buyer

19. 向买方披露的技术信息

Seller agrees not to assert any claim against Buyer, Buyer's customers, or their respective suppliers, with respect to any technical information that Seller has disclosed or may disclose to Buyer in connection with the Product covered by the Order, except to the extent expressly covered by a separate written confidentiality and/or license agreement signed by Buyer or covered by a valid patent owed by Seller, the confidential information of which has been expressly disclosed to Buyer prior to or at the time of the Order.

除买方另行签署的书面保密协议和/或许可协议或者订单成立前或成立时某项明确向买方披露的卖方所有的有效专利所涵盖的内容外, 卖方同意不向买方、买方客户或其各自供应商提出任何与卖方已向买方披露或可能向买方披露的与订单项下产品相关的技术信息的索赔。

Article 20 - Proprietary Rights

20. 知识产权

20.1 Seller agrees as follows:

20.1 卖方同意如下:

(a) to defend, hold harmless and indemnify Buyer, its successors and customers against claims of direct or contributory infringement or inducement to infringe any proprietary right (including any patent, trademark, copyright, personal industrial design right or misuse or misappropriation of trade secret) and against any resulting damages or expenses, including attorneys' and other professional fees, settlements and judgments, arising in any way in relation to Product provided by Seller under an Order (including, without limitation, manufacturing, purchase, use and/or sale), and Seller expressly waives any claim against or any defense implicating Buyer that such alleged infringement arose out of compliance with Buyer's specifications, except to the extent

such infringement is actually embodied in designs created and provided by Buyer in writing to Seller;

(a)为买方、买方继受人及其客户辩护并使买方、买方继受人及其客户免受以下损害和损失：发生以任何方式提起的与卖方根据订单提供的产品（包括但不限于其生产、采购、使用和/或销售）有关的直接或间接的侵权行为索赔或导致侵犯任何知识产权行为（包括任何专利、商标、版权、个人工业设计权利或者滥用或擅用商业秘密）的索赔以及由此产生的任何损害赔偿或支出，包括律师费及其他专业性服务费用、和解费用和判决费用；并赔偿买方、买方继受人及其客户任何上述损失。并且，卖方明确放弃有关该等侵权是由于为了保持与买方的规格要求一致性而引起的主张，除非该等侵权行为本身包含在买方创作的并书面提供给卖方的设计中；

(b) to waive any claim against Buyer, including any hold-harmless or similar claim, in any way related to a third-party claim asserted against Seller or Buyer for infringement of any proprietary right (including any patent, trademark, copyright, industrial design right or misuse or misappropriation of trade secret);

(b)放弃以任何第三方向卖方或买方声称侵犯知识产权（包括任何专利、商标、版权、工业设计所有权或者滥用或擅用商业秘密）的理由而向买方主张权利，包括提出任何使自己免责或类似的主张；

(c) that Buyer and its subcontractors and direct or indirect customers have the worldwide, irrevocable right to repair, reconstruct or rebuild, and to have repaired, reconstructed or rebuilt, Product delivered under the Order without payment of any royalty or other compensation to Seller;

(c)买方、其分包商以及任何其直接或间接的客户在全球均享有不可撤消的修理、重新组装或重做或要求修理、重新组装或重做任何订单项下交付的产品的权利，并且无需向卖方支付任何专利费或其他补偿金；

(d) that manufactured parts based on Buyer's designs, drawings or specifications may not be used for Seller's own use or sold to any third parties without Buyer's express written consent in advance;

(d)未经买方事先书面明确同意，卖方不得为自身目的使用其根据买方的设计、图纸或规格说明生产的部件，或将该等部件向任何第三方出售；

(e) to assign to Buyer each invention, discovery or improvement (whether or not patentable) that is conceived or first put to practice by Seller, or by any person employed by or working under the direction of Seller, in the performance or fulfillment of the Order;

(e) 将其或任何其雇佣或在其指导下工作的人员在履行订单过程中构思或初次付诸实践的每项发明、发现或改进（无论是否可获得专利）转让给买方；

(f) to promptly disclose in an acceptable form to Buyer all such inventions, discoveries or improvements and to cause its employees to sign any papers necessary to enable Buyer to obtain title to and to file applications for patents throughout the world; and

(f)以买方可接受的方式及时向买方披露所有此类发明、发现或改进，并且促使其雇员签署任何必要文件，以使买方能够取得所有权并在全球范围内提出专利申请；以及

(g) to the extent that the Order is issued for the creation of copyrightable works, that the works will be considered "commissioned works" or "works made for hire," by which the Buyer will have copyrights in such works created, and to the extent that the works do not qualify as such, to assign to Buyer upon delivery thereof all right, title and interest in all copyrights and moral rights therein.

(g)如果订单是为了创作可获得版权的作品而签的，则此类作品为“职务作品”，买方对此创作的作品拥有版权。同时就未达到职务作品标准的作品来说，应在向买方交付作品时同时无偿？转让所有作品的版权中的权利、所有权及利益以及作品的精神性权利。

20.2 Except as expressly agreed by Buyer in writing, all Product or other deliverables provided under the Order (including without limitation computer programs, technical specifications, documentation and manuals) will be original to Seller and will not incorporate any intellectual property rights (including copyright, patent, trade secret or trademark rights) of any third party. Except as expressly agreed by Buyer in writing, all Product or other deliverables provided under the Order, and all related intellectual property rights, are owned solely by Buyer. Seller will ensure that the terms of its subcontracts with its subcontractors and employment contracts with employees are consistent with the terms of this Section 20. At no additional cost, Seller will sign a written agreement to grant Buyer a license in writing to use any intellectual property owned by Seller that is necessary or incident to the reasonably intended use or application of the Product.

20.2 除非买方书面签署表示明确同意，所有根据订单交付的产品或其他可交付的物品（包括但不限于电脑程序、技术规格说明、文件资料及指南）应均为卖方原创的，并且不会构成任何第三方的任何知识产权（包括版权、专利、商业秘密或商标权）。除非买方书面签署表示明确同意，所有根据订单提交的产品或其他可提交的物品以及所有相关的知识产权均为买方单独所有。卖方应保证与其分包商及雇员签订的合同条款均与第 20 条的规定相一致。在不增加任何费用的情况下，卖方应签署书面协议许可买方使用卖方拥有的、为合理预期使用或应用产品所必须或附带的任何知识产权。

Article 21 – Tooling, Equipment, Buyer's and Seller's Property

21. 工具、设备、买方财产和卖方财产

21.1 All tooling (including fixtures, gauges, jigs, patterns, castings, cavity dies and molds, with all related appurtenances, accessories, 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 Seller to perform the Order or for which Seller is reimbursed or paid by Buyer (collectively, "Buyer's Property"), will remain Buyer's property. For any of the Buyer's Property

held by Seller or by a third party, to the extent that Seller has transferred possession of Buyer's Property to such a third party, Seller shall bear the risk of loss of and damage to Buyer's Property. As such, Seller therefore agrees that Buyer's Property will be housed, maintained, repaired and replaced by Seller at Seller's expense in good working condition capable of producing Product meeting all applicable specifications, will not be used by Seller for any purpose other than the performance of the Order, will be deemed to be movable property, will be conspicuously marked by Seller as the property of Buyer, will not be commingled with the property of Seller or with that of a third person, and will not be moved from Seller's premises without Buyer's approval. Seller will insure Buyer's Property with full fire and extended coverage insurance for its replacement value. Seller may not release or dispose Buyer's Property to any third party without the express written permission of Buyer.

21.1 所有买方为了使卖方能够履行订单而直接或间接提供的或提供补偿的或支付费用的所有工具（包括装置器、标准尺、夹具、模具、铸件、凹模和模子，以及所有有关的附属物及附件）、包装及所有文件、标准或规格说明、商业秘密、专有信息以及其他材料及工具应作为买方财产（统称“买方财产”），。卖方占有买方财产或卖方已经将买方财产转移给第三方占有的，买方财产遗失或受损的风险由卖方承担。因此，卖方同意买方财产应由卖方保存、维护、修理和更换并承担相应费用，以使买方财产处于良好的工作状态可用于生产符合所有适用规格说明要求的产品；卖方除因履行订单目的外不得因任何其他目的使用买方财产；买方财产应被视为动产；卖方应在买方财产上做显著记号，以示该等财产为买方财产；买方财产不得与卖方财产或第三方的财产混合；未经买方同意，不得将买方财产带出卖方场地。卖方应为买方财产投保全额火灾险及增加范围的保险，确保买方财产有替代价值。任何买方财产的替代品均为买方财产。未经买方书面明示同意，卖方不得将买方财产交付或处置给任何第三方。

21.2 Buyer (or its designated representatives) will have the right to enter Seller's premises at anytime to inspect or audit Buyer's Property and Seller's records regarding Buyer's Property. Seller agrees to provide support and corporation to such inspection or audit at all times. Only Buyer (or Buyer's affiliates) has any right, title or interest in Buyer's Property, except for Seller's limited right, subject to Buyer's sole discretion, to use Buyer's Property in the manufacture of Product. Buyer and its affiliates have the right to take immediate possession of Buyer's Property at any time without payment of any kind. Seller agrees to cooperate with Buyer if Buyer elects to take possession of Buyer's Property. Effective immediately upon written notice to Seller, without further notice or legal action, Buyer has the right to enter the premises of Seller and take possession of all of Buyer's Property. Seller expressly waives any right to additional notice or process and agrees to provide Buyer or its designee(s) with immediate access to Buyer's Property.

21.2 买方（或其指定的代表）有权进入卖方场地检查或审计买方财产及与买方财产相关的卖方记录文件。卖方同意随时对此类检查或审计提供支持与合作。除卖方的有限权利，即根据买方的单方决定在产品生产过程中使用买方财产外，只有买方（或买方关联企业）拥有买方财产的权利、所有权或利益。买方及其关联企业有权无需支付任何费用，即可随时立即占有买方财产。卖方同意，若买方选择自行占有买方财产，卖方应配合买方。买方书面通知一经到达卖方即可生效，买方无需进一步通知或采取进一步法律行动，即有权进入卖方场地并占有买方财产。卖方明确放弃任何要求额外通知或程序的权利，并且同意使买方及其指定人员可以立即取得买方财产。

21.3 Seller hereby agrees that Buyer may and shall have the right to execute and record any notice financing statements with respect to Buyer's Property that Buyer determines are reasonably necessary to reflect Buyer's interest in Buyer's Property. At Buyer's request, Buyer's Property will be immediately released to Buyer or delivered by Seller to Buyer's plant, properly packed and marked in accordance with the Buyer's requirements or as otherwise directed by Buyer to any location designated by Buyer. Seller waives, to the extent permitted by law, any lien or other rights that Seller might otherwise have on any of Buyer's Property.

21.3 卖方在此同意：买方可以并有权签署和记录有关买方财产的财务报告，该等买方财产的财务报告是买方认为对于体现买方财产的买方权益是合理且必要的。经买方要求，卖方应立即将买方财产交付于买方或者买方工厂，并且应按照买方的要求进行适当包装和标记，或者按照买方的指示交付至买方指定的任何地点。卖方在法律允许的范围内放弃其可能对买方财产享有的留置权或其他权利。

21.4 In all cases and without exception, each new tool purchased during the course of these Terms will be a complete manufacturing tool, capable of running on conventional manufacturing equipment and will not require the addition of auxiliary manifolding, shoes, fixtures or holders in order to manufacture the specified piece part.

21.4 无一例外的是，本条款履行过程中采购的每一副新的模具必须是完整的生产模具，能在常规生产设备上操作，并且不会为了生产特别的零件而需要额外的辅助支管装置，接头，夹具或容器。

21.5 Unless otherwise agreed to in writing, all injection mold tooling purchased from Seller will be capable of manufacturing critical dimensions to a capability of CPK 1.67 or greater. In all cases, the level of workmanship will be consistent with generally accepted automotive tooling guidelines. All cavity blocks, core blocks and slides will be produced of P20 tool steel or equivalent.

21.5 除非另外书面协定，从卖方购入的所有注塑模必须满足关键尺寸的生产，CPK 值不小于 1.67。任何情况下，工艺必须符合普遍接受的汽车模具准则。所有的行腔、型芯模块和滑块都用 P20 模具钢或等效品制造。

21.6 All new tooling will be accepted based on qualified PPAP and ISW submissions that indicate capability to manufacture in line with AIAG requirements. Buyer's tooling can only be used by Seller to fulfill Buyer's orders/Material Releases unless specifically approved in writing by Buyer.

21.6 所有新的模具在提交 PPAP 和 ISW 审查合格，证明符合 AIAG 的生产要求后可以被接受。除非买方另外书面许可，买方的模具只可由卖方用于履行买方的订单/材料发货单。

21.7 Seller will submit to Buyer proof of insurance coverage for Buyer owned tools, dies, and fixtures while in the possession of Seller. Tooling capacity must be sufficient to produce the daily capacity required in two eight-hour shifts per day. When Seller has fully amortized the cost of Buyer owned tooling in the piece price, the price for the Product for which such tooling will be reduced by the amount of the amortization on a per unit basis.

21.7 在卖方占有时期，卖方必须向买方提供卖方对买方所有的模具和工装夹具进行全套保险的证据。模具生产能力必须满足一天两班，一班八小时的生产要求。如卖方将买方拥有的模具费用摊销在单价中，一旦模具费全部收回，订单价格将减去摊销金额。

21.8 Seller, at its expense, will furnish, keep in good working condition capable of producing Product meeting all applicable specifications, and replace when necessary, all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items that are not Buyer's Property and that are necessary for the production of Product ("Seller's Property"). Seller will insure Seller's Property with full fire and extended coverage insurance for its replacement value. If Seller uses Seller's Property to produce goods or services similar to Product for other customers, including aftermarket customers, such goods or services will not incorporate or use any of Buyer's logos, trademarks, trade-names or part numbers. Seller will not disclose or imply in its marketing efforts and marketing documents that such goods or services to Seller's other customers are equivalent to those purchased by Buyer. Seller grants to Buyer an irrevocable option to take possession of and title to Seller's Property that is special for the production of Product under the Order upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items. This option does not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if substantial quantities of like goods are being sold by Seller to others.

21.8 卖方应自费提供生产产品所必需的且不属于买方财产的所有机器、设备、工具、夹具、冲模、标准尺、装置器、模子、模具及其他工具（“卖方财产”），并使卖方财产处于良好的工作状态可用于生产符合所有技术标准和要求的产物，并且，必要时应更换卖方财产。卖方应为卖方财产投保全额火灾险及增加范围的保险，确保卖方财产有替代价值。若卖方运用卖方财产为其他客户（包括配件市场客户）生产/提供与产品相似的货物或服务，此类货物或服务不得加有任何买方标识、商标、商业名字或部分号码。卖方不得在其市场行为和营销文件中透露或暗示此类提供给卖方其他客户的货物或服务与买方购买的产品是同等的。卖方向买方授予一项不可撤销的权利，即对于特别为生产订单项下产品所必需的卖方财产，买方可以选择向卖方支付该等财产的净账面价值与先前已支付给卖方的该类财产成本的金额差后，拥有其占有权和所有权。若卖方财产已被用于生产卖方标准库存的货物或者若卖方已将很大数量的此类货物出售给其他方，则上述权利将不予适用。

21.9 Seller agrees not to mark up, for profit, the cost of making new tooling and tool changes unless the tool is being made directly and paid by Seller. Buyer will have access to Seller's premises, prior and subsequent to payment, to inspect work performed and to verify charges submitted by Seller against the Order or its amendment. The price set forth for the Product ordered will be adjusted so as to credit Buyer in the amount, for the tooling and capital equipment, by which the price exceeds Seller's actual cost as verified. Seller further agrees to retain all cost records for a period of two years after receiving final payment of the charges. All tools and equipment will be made to Buyer's specifications (or, where directed by Buyer, those of Buyer's customer). Any exception to such specifications must be stated in writing on the Order or otherwise in a signed writing by Buyer. To the extent the Order expressly states that it is for "tooling" or "capital equipment" and unless otherwise stated in the Order, freight terms are Origin - Freight Collect, and Seller should not prepay or add freight charges.

21.9 卖方同意，除非工具由卖方直接制造并支付费用，卖方不得基于制造新工具或者更换工具获取利润。买方有权在付款之前或者之后，进入卖方场地检查工作进度、通过对比订单或其修

正来核实卖方提出的收费。工具和固定设备在订单中列明的价格高于经核实后其卖方实际成本的，其价格应作出调整以使高出部分金额（如有）归买方所有。卖方进一步同意，将所有成本记录自收到最后一笔款项后保存两年。所有工具及设备均根据买方规格说明（或，若买方指示，则根据买方客户的规格说明）生产。上述规格说明的任何例外情形均应于订单上书面载明或买方另行签订书面说明。对于明确载明为“工具”或“固定设备”订单的订单来说，除非该类订单另有说明，运费条款指货交承运人(已装载)起始地-运费向收货人索取，卖方不应预付或增加运费收款。

Article 22 – Management of Seller’s Subcontractors or Suppliers

22. 卖方的分包商或者供应商的管理

22.1 Seller shall provide Buyer with a list of all subcontractors and suppliers, together with appropriate documentation of their qualifications and experiences, to be used by Seller to perform the Order. Buyer will review and approve each of such subcontractors or suppliers in connection with the manufacturing and supply of the Product herein. Review and approval by Buyer of any of Seller’s subcontractor or supplier will not release Seller from its responsibilities and liabilities for the performance and integrity of such subcontractor and suppliers.

22.1 卖方必须向买方提供卖方为履行订单合作的所有分包商和供应商的列表，以及可以表明他们资质和经验的相关文件。买方将审查和认可与产品制造和提供相关的每个分包商或者供应商。买方对于分包商和供应商的审查与认可不得免除或者减轻卖方对于分包商和承包商的履约和完整性应当承担的义务和责任。

22.2 When Seller wishes to replace any of those subcontractors or suppliers with a new source, Seller shall provide advance notice to Buyer and Buyer will be entitled to review and approval such new source of subcontractor or supplier before it can be used, except in case of emergency where Seller shall take action without any delay in order to move forward with its production process to meet the delivery time schedule, provided that thereafter Seller will provide the information on the new source to Buyer for follow-up approval and approval by Buyer shall not unreasonably be withheld. Seller agrees to have all of its subcontractors and suppliers sign a non-disclosure, confidentiality agreement and a non-use agreement in connection with the proprietary information of Buyer and the Product. Upon the occurrence of such an emergency case, Seller shall notify Buyer in writing immediately upon re-sourcing.

22.2 当卖方计划用新的承包商或者供应商取代旧的时，卖方必须提前通知买方，买方有权在这些新承包商或者供应商被启用之前，进行审查与认可。为满足工作进度，卖方必须立刻进行生产的紧急状况除外。但是，买方应当向买方提供新承包商或者供应商的信息并获得买方的补充认可，买方不得合理地拒绝认可。卖方同意，保证每个分包商或者供应商将签署与买方和产品的专有信息相关的不披露协议、保密协议以及不使用协议。当发生紧急情况时，卖方必须以书面形式立即通知其更换承包商或者供应商的行为。

Article 23 – Set-Off

23. 抵消

In addition to any right of setoff provided by law, to the extent permitted by law, all amounts due to Seller will be considered net of indebtedness of Seller and its affiliates or subsidiaries to Buyer and its affiliates or subsidiaries. Buyer will have the right to set off against, from any payment or other obligation owed to Seller, in whole or in part, any amounts due to Buyer or its affiliates or subsidiaries from Seller or its affiliates or subsidiaries. Buyer will provide Seller with a statement describing any offset taken by Buyer.

除法律规定的任何抵消权和抵消范围之外，应付给卖方的总金额应当为减去卖方和其关联方或附属公司欠买方和其关联方或附属公司债务之后的金额。买方有权将其欠卖方的任何款项或其他债务全部或部分与卖方或卖方关联方、附属公司欠买方或买方关联方、附属公司的金额抵消或相应扣除。买方应向卖方提供有关买方任何抵消行为的说明。

Article 24 – Confidentiality

24. 保密

24.1 Seller acknowledges that proprietary and confidential information will be received from Buyer or developed for Buyer under the Order, regardless of whether such information is marked or identified as confidential. Seller agrees to keep all proprietary or confidential information of Buyer in strictest confidence, and further agrees not to disclose or permit disclosure to others, or use for other than the purpose of the Order, any proprietary and confidential information of Buyer. Following expiration or termination of these Terms for any reason, Seller will promptly deliver to Buyer any and all documents and other media, including all copies thereof and in whatever form, which contain or relate to Buyer's confidential or proprietary information. Seller's obligations under this Section will continue for a period of five (5) years from the date of such expiration termination, unless a longer period is specified in writing by Buyer.

24.1 卖方承认，根据订单其将从买方处收到或为买方研发买方的专有和保密信息，无论该类信息是否被标注或确认为机密信息。卖方同意严格保密所有买方的专有或保密信息，并进一步同意不会将任何买方专有和保密信息披露或允许披露给他人，或用于订单目的之外的目的。无论任何原因，本条款届满或终止后，卖方应及时将任何及所有文件及其他载体交付给买方，包括所有文件或载体的复印件以及其他形式的包含或与买方保密或专有信息相关的文件或其他载体。除非买方书面另行指定了更长的期间，卖方在本条规定下的义务应自此届满或终止后为期五年。

24.2 The restrictions and obligations of this Section will not apply to information that: (a) is already publicly known at the time of its disclosure by Buyer; (b) becomes publicly known through no fault of Seller after disclosure by Buyer; or (c) was properly in its possession prior to disclosure by Buyer or was independently developed by Seller without use of or reference to Buyer's information which Seller can establish by written documentation to prove. Notwithstanding anything to the contrary in these

Terms, any confidentiality or non-disclosure agreement between the parties that predates the Order will remain in effect except as expressly modified by the Order, and to the extent of a conflict between the express terms of such an agreement and this Section, the terms of that agreement will control.

24.2 本条规定的限制或义务不适用于以下信息：(a) 买方披露时，早已为公众所知；(b) 买方披露后，非因卖方的过错而普遍为公众所知晓的；或 (c) 卖方能够提供书面文件证明，在买方披露前，其早已适当掌握的或者是在未参照任何买方信息的基础上由其独立研发的。尽管本条款另有相反规定，除非订单明确修改的内容，双方之间于订单成立前达成的任何保密或不披露协议将继续有效，并且此类协议中明示的条款规定与本条规定相冲突的，此类协议规定优先适用。

Article 25 – No Publicity

25. 不公开

Seller will not advertise, publish or disclose to third parties (other than to Seller's professional advisors on a need-to-know basis) in any manner the fact that Seller has contracted to furnish Buyer the Product covered by the Order or the terms of the Order, or use any trademarks or trade names of Buyer in any press release, advertising or promotional materials, without first obtaining Buyer's written consent.

未经买方事先书面同意，卖方不应以任何方式向第三方（不包括卖方必须知道内容的专业顾问）做广告、公布或披露卖方已与买方订约由其向买方提供订单或订单条款项下的产品的事实，或在任何新闻发布会上、广告或宣传材料上使用买方的任何商标或商业名字。

Article 26 - Relationship of Parties

26. 双方关系

Seller and Buyer are independent contracting parties and nothing in the Order will make either party the employee, agent or legal representative of the other for any purpose. The Order does not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Seller will be solely responsible for all employment and income taxes, insurance premiums, charges and other expenses it incurs in connection with its performance of the Order, except as expressly provided in a written agreement signed by Buyer. All employees and agents of Seller or its respective contractors are employees or agents solely of Seller or such contractors, and not of Buyer, and are not entitled to employee benefits or other rights accorded to Buyer's employees. Buyer is not responsible for any obligation with respect to employees or agents of Seller or its contractors.

买卖双方均为独立的合同方，订单中的任何内容都不会因任何目的使任何一方成为另一方的雇员、代理人或法定代表人。订单未授予任何一方代表或以另一方名义承担或创设任何义务的权利。除非买方签署的书面协议另有明确规定，卖方应单独负责所有与其履行订单有关的雇佣和所得税收、保险费、其他费用和支出。所有卖方或其各个承包人的雇员及代表人仅为卖方或此类承包人的雇员或代表人，而非买方的雇员或代表人，并且，该类人员没有享有参照买方雇员享有雇员利益或其他权利的权利。买方对与卖方或卖方承包人的雇员或代表人有关的任何义务均不负责。

Article 27 - Conflict of Interest

27. 利益冲突

Seller represents and warrants that its performance of the Order will not in any way conflict with any continuing interests or obligations of Seller or its employees or contractors. Seller further warrants that while the Order is in effect, Seller and those of its employees and contractors participating in the performance of the Order will refrain from any activities which could reasonably be expected to present a conflict of interest with respect to Seller's relationship with Buyer or its performance of the Order.

卖方陈述并保证，其履行订单不会与其或其雇员或承包人的任何持续利益或义务发生任何形式的冲突。卖方进一步保证，在订单有效期间，卖方以及参与履行订单的卖方雇员和承包人不得从事任何可以被合理预计到会与买卖双方之间的关系或卖方履行订单发生利益冲突的活动。

Article 28 - Non-Assignment

28. 不得转让

Seller may not assign or delegate its obligations under the Order without Buyer's prior written consent. In the event of any approved assignment or delegation authorized by Buyer, Seller retains all responsibility for Product, including all related warranties and claims, unless otherwise expressly agreed in writing by Buyer.

未经买方事先书面同意，卖方不得将其订单义务转让或委派给他人。若经买方准许卖方将其订单义务转让或委派给了他人，除非买方书面另行明示同意，卖方仍应承担其就产品所承担的责任，包括所有相关的保证和声明。

Article 29 – Taxes

29. 税收

Seller shall pay all the taxes levied on the Product in accordance with the PRC laws and regulations and shall provide Buyer with any tax receipt if Buyer so requires.

卖方必须依照中国法律、法规缴纳产品所有的应缴税额，并在买方要求的情况下，向买方提供任何缴税凭证。

Article 30 - Governing Law; Arbitration; Jurisdiction

30. 准据法、仲裁、管辖

30.1 The Order is to be construed according to the laws of the People's Republic of China. Any dispute regarding the Product, the Order, the validity of the Order or any of these Terms, or any other matter between the parties (other than requests for injunctive relief, to the extent available by law) will be resolved by binding arbitration under the auspices of the China International Economic and Trade Arbitration Commission ("CIETAC") ~~Shanghai Branch~~ which shall be conducted in the English language in Shanghai in accordance with the CIETAC's arbitration rules then in effect. The arbitral award is final and binding upon both parties.

30.1 订单应适用中华人民共和国的法律。有关产品、订单、订单有效性及其任一条款或者双方的其他任何事宜的任何争议（法律允许的范围内请求禁令救济的除外）应提交至中国国际经济贸易仲裁委员会（“CIETAC”）在上海分会解决并受其仲裁约束。CIETAC 上海分会应采用 CIETAC 有效仲裁规则，仲裁语言为英语。仲裁裁决一裁终局，对双方均有约束力。

30.2 To conduct a fair, reasonable arbitration proceeding, the arbitration tribunal shall consist of three arbitrators, two of whom will be selected by the Parties respectively and the third arbitrator will be ~~selected mutually by the Parties or~~ appointed by the Secretary General of the CIETAC. Both Parties agree that the three arbitrators will be selected and/or appointed strictly according to the following qualifications: (1) each arbitrator must have a law degree as a full time student verifiable from a top law school in or outside of China such as Beijing University or Harvard Law School, (2) each arbitrator must practice law with a major reputable law firm in the past preceding 10 years, and (3) each arbitrator speaks good English and, in particular, is knowledgeable of OEM and other business practices in the automobile business sector.

30.2 为启动公平、合理的仲裁程序，仲裁庭应由三名仲裁员组成，其中两名由双方分别选出，第三名由 ~~双方共同协商选出或者由~~ CIETAC 秘书长指定。双方同意，三名仲裁员应严格按照以下标准选择或者指定：（1）每名仲裁员必须拥有国内外顶级法学院（例如北京大学或者哈佛法学院）有据可查的全日制法学学位；（2）每名仲裁员必须拥有在知名律师事务所从事法律工作不少于 10 年的工作经验；和（3）每名仲裁员英语口语良好，尤其对于代工商业领域和汽车行业内的其他商业实践领域学识渊博。

Article 31 – Language; Severability; No Implied Waiver

31. 语言、可分割性、无默示弃权

The Parties acknowledge that it is their wish that these Terms and all documents relating thereto be in both English and Chinese. Both language versions shall be equally authentic. If any section or provision of the Terms is declared invalid or unenforceable under any legal proceeding, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions of the Terms will remain in full force and effect. Failure by either Party at any time to require performance by the other Party of any provision of the Order will not affect the right to require performance at any later time, nor will the waiver by either

Party of a breach by the other Party of any provision of the Order or the Terms constitute a waiver of any later breach of the same or other provision of the Order.

双方确认并同意本条款以及所有与本条款相关的文件均采用英文和中文。两种语言具有同等效力。若本条款的任何部分或者规定根据任何法律程序被确认无效或不具执行力，根据实际情况，该规定应被变更或删除，但仅以为遵守适用法律的必要程度为限。本条款的其他规定则仍具有完全法律效力。任何一方在任何时候未要求对方履行订单某条款义务不会影响其以后任何时候要求对方履行义务的权利；同样，任何一方在对方违反订单或者本条款规定的义务时放弃要求对方承担违约责任亦不视为其放弃追究对方后续违反相同条款或者订单项下的其他规定的违约责任。

Article 32 – Survival, Entire Agreement; Modifications

32. 存续、完整协议、修改

32.1 The obligations of Seller to Buyer survive termination of the Order, except as otherwise provided in the Order.

32.1 除非订单另有规定，卖方向买方承担的义务自订单终止后仍存续。

32.2 Except as described herein above, these Terms and the Order, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced therein, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in the Order.

32.2 除本条款的规定外，本条款和订单及附件、附录、补充条款或其他在此明确规定的买方的条款，构成买卖双方之间有关订单包含事项的完整协议。

32.3 Orders may only be modified by a written amendment executed by authorized representatives of each party or, for changes made to any Order within the scope of Section 7 above, by an order amendment issued by Buyer.

32.3 订单仅可以由双方各自授权代表签署书面更改文件的形式进行修改。对于根据本条款第 7 条对订单进行的修改，则根据买方发出的订单修改通知进行修改。

[the following space is intentionally left blank and the next page is the signature page 以下是空白，下页是签字页]

The Undersigned _____¹ hereby acknowledges that it has read and fully understood and agrees to these Terms and Conditions of Purchase in connection with the contract with _____² as follows:

以下签署人_____³在此同意其已经阅读、全部理解并同意与_____⁴签订合同相关的采购的条款和条件。在此同意并签署如下：

Signed and chopped by 签章: _____

Print Name 名称: _____

Job Title 职位: _____

Dated 日期: _____

¹ Please filling in the full, official name of the supplier or seller here.

² Please filling in the full, official name of buyer or an Adient entity here.

³ 请在空白处填写供应商或卖方的正式全称。

⁴ 请在空白处填写买方或安道拓的正式全称。