

Gentex (Shanghai) Electronics Technology Co., Ltd. Terms and Conditions

镜泰（上海）电子技术有限公司 条款和条件

Effective January 1, 2021

生效日期：2021 年 1 月 1 日

1. Offer and Acceptance.

1. 要约和接受。

Each purchase order or purchase order revision issued by Buyer (“Order”) is an offer to the seller identified on the Order (“Seller”) for the purchase of goods (“Products”) and/or services (“Services”) and includes and is governed by the terms on the Order, these Terms and Conditions of Purchase and all other parts of Buyer’s Supplier Manual or Contractor/Equipment Supplier Manual (available at <http://www.gentex.com/corporate/supplier-information>) (collectively “Agreement”). When accepted, the Order supersedes all prior agreements, purchase orders, quotations, proposals, and other communications regarding the Products and/or Services covered by the Order, except as otherwise provided herein. Seller accepts the Order and forms a contract by doing any of the following: 1) accepting or acknowledging the Order in writing; 2) commencing any work under the Order; 3) shipping Products and/or performing Services; or 4) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order. If a Seller of Products and/or Services signs and returns Buyer’s Supplier or Contractor/Equipment Supplier Manual to Buyer, then all purchases of Products and/or Services made by Buyer from such Seller through any means other than issuance of a purchase order or purchase order revision by Buyer shall also be governed by this Agreement and all other parts of Buyer’s Supplier or Contractor/Equipment Supplier Manual (available at <http://www.gentex.com/corporate/supplier-information>), and all references to the Order hereinafter should be interpreted to include all such non-purchase order-based purchases, except that where this Agreement references the appearance of a term on the face of the Order, in the case on non-purchase order purchases, such terms shall be as otherwise indicated by Buyer. **The Order is limited to and conditional upon Seller’s acceptance of these terms and conditions exclusively.** The Order does not constitute an acceptance of any offer or proposal made by Seller. Any reference in the Order to any proposal made by Seller is solely to incorporate the description or specifications of Products and Services in the prior proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in the Agreement. Any additional or different terms proposed by Seller, whether in a quotation, invoice, acknowledgement or otherwise, are expressly rejected by Buyer and are not part of the Order. These terms may be updated within the first month of each calendar year, and will be updated on Buyer’s website above, and Seller hereby assumes all responsibility for periodically reviewing the website for new versions of this document at that time. Each release, schedule, requisition, work order, shipping instruction, specification and other document issued by Buyer, whether expressed in written form, by electronic data interchange or other tangible format, relating to the Products and/or Services to be provided by Seller pursuant to the Order are incorporated into, and are part of, the Order. Specific terms and conditions of the Order shall take priority over any inconsistent provision in this Agreement. References herein to applicable laws, statutes, codes, ordinances, rules, and regulations of a governmental authority shall be construed consistent with the applicable local laws, statutes, codes, ordinances, rules, and regulations of the People’s Republic of China unless otherwise indicated. All Gentex Corporation manuals and documentation, as referenced within these terms and conditions, constitute part of this Agreement, and shall apply in their entirety; provided, however, that in the event of any conflict or inconsistency in the manuals or documentation with applicable laws, rules and regulations, the laws of the People’s Republic of China shall control for those specific provisions.

买方发出的各份采购订单或采购订单修改（“订单”）是就采购商品（“产品”）和 / 或服务（“服务”）向订单上指明的卖方（“卖方”）做出的要约，且包含订单条款、相关采购条款和条件及买方的供应商手册或承包商 / 设备供应商手册（载于<http://www.gentex.com/corporate/supplier-information>）的所有其他部分（统称“协议”），且受其规管。除非本条款和条件另有规定，否则订单一经接受，即取代与订单所涵盖产品和 / 或服务有关的所有先前协议、采购订单、报价、提案和其他通讯。卖方做出下述任何一项即表示接受订单并构成合同：1) 以书面形式接受或确认订单；2) 开始订单下的任何工作；3) 装运产品和 / 或履行服务；或 4) 承认存在与订单标的事项有关的合同的任何其他行为。如果产品和 / 或服务的卖方签署并向买方交回买方的供应商或承包商 / 设备供应商手册，则买方通过发出采购订单或采购订

单修改以外的任何方式向该卖方做出的所有产品和 / 或服务采购亦受本协议和买方的供应商或承包商 / 设备供应商手册 (载于<http://www.gentex.com/corporate/supplier-information>) 的所有其他部分规管, 以及凡在下文提述订单应解释为包括所有并非基于采购订单的采购, 除非如果本协议提及某项条款 (如与非采购订单采购有关) 出现在订单正面, 则有关条款应由买方另行指明。**订单仅以卖方完全接受这些条款和条件为限, 并以此为条件。**订单不构成接受卖方做出的任何要约或提案。在订单中, 凡提述卖方做出的任何提案, 仅为在先前提案中纳入产品和服务的说明或规格, 但仅限于与协议内的说明和规格不冲突者。买方明确拒绝卖方提议 (不论是在报价、发票、确认书或其他文件中) 的任何额外或不同的条款, 且并非构成订单的一部分。这些条款可在每个历年的第一个月于上述买方网站上更新, 且卖方特此全权负责定期查阅该网站, 了解本文件在当时的最新版本。买方通过电子数据交换或其他有形方式发出的与卖方根据订单将会提供的产品和 / 或服务有关的各发货单、时间表、请购单、工作指令、装运指示、规格和其他文件 (不论是否为书面形式), 均被纳入订单中, 且构成订单的一部分。订单的具体条款和条件应凌驾于本协议中任何不一致的条文。除非另有说明, 否则在本条款和条件中, 凡提述政府机构的适用法律、法规、法典、条例、规则和规章, 应按照中华人民共和国的适用地方法律、法规、法典、条例、规则和规章解释。这些条款和条件中提述的所有 Gentex Corporation 手册和文件, 构成本协议的一部分, 且全部适用; 但前提是若手册或文件与适用法律、规则和规章有任何冲突或不一致, 中华人民共和国法律管控这些具体条文。

2. Volume Forecasts.

2. 体积预测。

Buyer and/or its customer may provide Seller with estimates, forecasts or projections of its future anticipated volume or quantity requirements for Products. Seller acknowledges that any such estimates, forecasts or projections are provided for informational purposes only and are subject to change from time to time, with or without notice to Seller, and shall not be binding upon Buyer. Unless otherwise expressly stated in the Order, Buyer makes no representation, promise, warranty, guaranty or commitment of any kind or nature, express or implied, to Seller with respect to the quantity of Products Buyer will purchase from Seller.

买方和 / 或其客户可向卖方提供其关于产品未来预计体积或数量要求的估计、预测或预计。卖方确认, 所提供的任何有关估计、预测或预计仅供参考, 且可不时更改 (不论是否向卖方发出通知), 以及对买方并无约束力。除非订单另行明确说明, 否则买方概不就买方将从卖方采购的产品数量, 向卖方做出任何种类或性质的明示或暗含的陈述、许诺、保证、担保或承诺。

3. Quantities.

3. 数量。

Unless otherwise expressly stated in the Order, if no other quantity is stated on the face of the Order or if the quantity is blank or states the quantity as zero, "blanket," "see releases," "as scheduled," "as directed," "subject to Buyer's production releases," "each" or similar terms, then Seller will supply, and Buyer will purchase, Buyer's requirements for Products (or, if multiple sourced, a specified percentage or range of Buyer's requirements as stated on the face of the Order) in such quantities as identified by Buyer as firm orders in material releases, delivery schedules, manifests, broadcasts or similar instructions that are transmitted to Seller during the term of the Order and Seller will supply all such Products on such dates and times, at the price and on the other terms specified in the Order. All such material releases, delivery schedules, manifests, broadcasts, or similar instructions are an integral part of the Order, governed by this Agreement and are not independent contracts. Seller accepts the risk associated with lead times of various raw materials and/or components if they are beyond those provided in such material releases, delivery schedules, manifests, broadcasts, or similar instructions.

除非订单内另行明确说明, 否则如果订单正面未列明其他数量或数量为空白或列明数量为零、“一揽子”、“见发货单”、“按时间表”、“按指示”、“根据买方的生产通知”、“每一”或类似术语, 则卖方将供应及买方将采购买方的产品需求量 (或如果有多个来源, 则按订单正面所列的买方需求量的特定百分比或范围), 其数量为买方在订单期限内发送给卖方的材料发货单、交货时间表、货单、通知或类似指示中确定的数量 (作为确定订单), 且卖方将按订单中指定的日期和时间、价格和其他条款供应所有有关产品。所有有关材料发货单、交货时间表、货单、通知或类似指示为订单的组成部分, 受本协议规管,

且并非独立合同。如果各种原材料和 / 或部件的前置时间超过有关材料发货单、交货时间表、货单、通知或类似指示中规定者，卖方会承担与该前置时间有关的风险。

4. Term.

4. 期限。

The Order will commence upon Seller's acceptance under Section 1 herein. Subject to Buyer's termination rights, unless otherwise specified on the face of the Order or elsewhere in the Order, the Order is binding on the parties for the length of applicable Buyer's customer program production life (including model refreshes or extensions as determined by applicable customer), and both Buyer and Seller acknowledge the risk of the program production life being cancelled or extended by Buyer's customer. If the Products are not utilized by Buyer for the production of automotive or aerospace parts or systems, the Order will be binding for one year from the date the Order is transmitted to Seller. In such case, subject to Buyer's termination rights, the Order will automatically renew for successive one-year periods after the initial term unless Seller provides written notice at least 180 days prior to the end of the current term of its desire that the Order not be renewed. Notwithstanding the foregoing, if an expiration date is stated in the Order, the term of the Order will continue until that date. Unless specifically waived in writing by an authorized representative of Buyer, Seller's obligations with respect to service and replacement parts, as stated in Section 25 below, will survive the termination by either party or expiration of the Order, in whole or in part.

订单将在卖方根据本条款和条件第1条接受后生效。受买方终止权规限，除非订单正面或订单其他地方另行指明，否则订单在适用买方客户计划生产寿命（包括适用客户确定的模型更新或延期）的期限内对各方具有约束力，且买方和卖方均承认计划生产寿命被买方客户取消或延期的风险。如果买方不将产品用于生产汽车或航空零件或系统，订单将于发送予卖方之日起一年内具有约束力。在该情况下，受买方终止权规限，在初始期限后，订单将自动连续续期一年，除非卖方在当前期限结束前至少 180 天提供书面通知表明其不希望订单续期。即使前文已有规定，如果订单中列明到期日，订单期限将持续至该日为止。除非买方的授权代表以书面形式明确放弃，否则，在任何一方全部或部分终止订单或订单全部或部分到期后，卖方在维修和更换零件方面的义务（如下文第 25 条所述）将继续有效。

5. Packaging; Shipping.

5. 包装；装运。

Buyer shall specify in the Order the method of transportation of each shipment. If no method of transportation is specified, Products shall be shipped FCA Seller's Dock (Incoterms2020). Seller shall properly pack, mark and ship Products in accordance with Buyer's Packaging and Shipping Requirements as found in Buyer's Supplier or Contractor/Equipment Supplier Manual (as appropriate) (available at <http://www.gentex.com/corporate/supplier-information>). Shipping documents shall be sent on shipment date. For each international shipment, Seller shall adhere to the International Shipping Requirements as found in Buyer's Supplier or Contractor/Equipment Supplier Manual (available at <http://www.gentex.com/corporate/supplier-information>). Shipments shall be routed in accordance with Buyer's instructions, and Seller agrees to reimburse Buyer for all liabilities, expenses and costs incurred by Buyer as a result of improper packing, marking, routing or shipping. Unless otherwise expressly agreed to in writing by Buyer, no charge shall be made by Seller for containers, crating, boxing, bundling, dunnage, drayage, or storage.

买方应在订单中指明每批货的运输方式。如未指明运输方式，产品应以货交承运人(卖方码头)方式（《国际贸易术语解释通则 2020》）装运。卖方应根据买方的供应商或承包商 / 设备供应商手册（如适用）（载于 <http://www.gentex.com/corporate/supplier-information>）所载的买方包装和装运要求，恰当地对产品进行包装、标记和装运。装运单据应于装运日期发送。对大批国际装运货物，卖方应遵守买方的供应商或承包商 / 设备供应商手册（载于 <http://www.gentex.com/corporate/supplier-information>）所载的国际运输规定。货物运输应按照买方的指示进行，并且对于买方因包装、标记、路线或运输不当而产生的一切责任、开支和成本，卖方同意偿付买方。除非买方另行以书面形式明确同意，否则卖方不应就集装箱、板条箱、装箱、捆扎、垫料、短驳或储存收取任何费用。

6. Delivery, Safety Stock; Risk of Loss and Title.

6. 交货、安全库存；损失风险和所有权。

Deliveries shall be made in the quantities, on the dates, and at the times specified by Buyer in the Order or any subsequent material releases, delivery schedules or other similar instructions Buyer issues under the Order. Time and quantities are of the essence under the Order. Buyer is not obligated to accept early, late, partial, or excess deliveries. If, as a result of Seller's acts or omissions, delivery cannot be made within the time specified in Buyer's Order and/or in material releases, delivery schedules or other similar instructions issued thereunder using the method of transportation originally specified, Seller shall, at its own cost, use an expedited shipping method and take other necessary actions to meet the specified delivery date. Seller will pay any costs incurred by Buyer, including costs charged by Buyer's customer and/or the applicable customer or incurred by Buyer to meet Buyer's obligations as a result of Seller's failure or delay in complying with any shipping or delivery requirements. Buyer may, from time to time, change shipping schedules previously furnished to Seller, or direct temporary suspension of scheduled shipments or Seller's performance under the Order, neither of which entitle Seller to modify the price for the Products or any other compensation. Title will transfer upon receipt of the Products by the Buyer.

交货应按照买方在订单或买方根据订单发出的任何后续材料发货单、交货时间表或其他类似指示中指定的数量、日期和时间进行。时间和数量是订单的要素。买方并无义务接受提前、推迟、部分或超额交货。如果因卖方的作为或不作为，无法在买方订单和 / 或根据订单发出的材料发货单、交货时间表或其他类似指示中指定的时间内，采用最初规定的运输方式进行交货，卖方应自费使用加急运输方式并采取其他必要行动，满足指定的交货日期。卖方将支付买方产生的任何费用，包括买方客户和 / 或适用客户收取的费用，或买方为履行其因卖方未能或延迟遵守任何装运或交货规定而引起的义务所产生的费用。买方可不时更改先前提供予卖方的装运时间表，或指示临时暂停预定装运或卖方对订单的履行，而这两种情况均不会使卖方有权更改产品价格或任何其他补偿。所有权将在买方收到产品后转移。

To assure timely delivery of Products, Seller will, upon written request from Buyer, manufacture Products in excess of Buyer's current requirements at such inventory reserve level as may be set by Buyer from time to time to serve as a reserve for shipment. Unless and until such reserve Products are purchased by Buyer from Seller, they shall remain the property of Seller and shall be held by Seller at its sole risk and expense.

为确保及时交付产品，卖方将应买方的书面请求，按照买方不时设定的库存储备水平，制造超出买方当前需求量的产品，作为装运储备。除非且直至买方向卖方采购这些储备产品，否则它们依然是卖方的财产，且由卖方自担风险和费用持有。

7. Pricing.

7. 定价。

The Products and/or Services will be furnished at the price set forth on the face side of the Order or otherwise agreed. Seller warrants that the price stated in the Order, or otherwise agreed in writing, is complete and includes storage, handling, packaging and all other taxes, charges and expenses of Seller, and no additional charges of any type shall be added without Buyer's express written consent. Unless expressly stated in the Order, prices are not subject to increase, and Seller assumes the risk of any event or cause affecting prices, including, without limitation, increased raw material costs, increased labor or other manufacturing costs, increased development costs, currency fluctuations, changes in volumes or program length from those estimated or expected, or any event that impacts the price or availability of materials and supplies. Seller represents and warrants that the prices for the Products and/or Services are, and will remain, no less favorable to Buyer than any price that Seller currently, or in the future, offers to any other customer for the same or similar products and/or services for similar quantities and that Seller will, at all times, remain competitive in price, quality, performance and fulfillment of its obligations. If Seller is determined by the Buyer not to be competitive for similar products in similar quantities, Buyer shall be entitled to re-source any or all Products to a more competitive source. Buyer shall also receive the full benefit of all discounts, refunds, rebates, credits, allowances, favorable payment terms, or other financial or related incentives or payment of any kind customarily offered by Seller to any of its customers. In the event Seller offers a lower price for the Products and/or Services and/or for similar products and/or services to any other customer during the term of the Order, Seller agrees to immediately reduce the

prices for the Products and/or Services to Buyer correspondingly. In addition, Seller shall participate in Buyer's (or Buyer's customer's) cost savings and productivity programs and initiatives to reduce Seller's costs and pass those cost savings through to Buyer.

产品和 / 或服务将按订单正面载列或另行议定的价格提供。卖方保证订单中列明或另行书面议定的价格是完整的, 且包括储存、装卸、包装及卖方的所有其他税项、费用和开支, 且未经买方明确书面同意, 不得加收任何类型的额外费用。除非订单中明确列明, 否则不得上调价格, 且卖方承担影响价格的任何事件或事由的风险, 包括但不限于原材料成本增加、人工或其他制造成本增加、开发成本增加、币值波动、数量或计划时长相比估计或预期发生变化, 或影响材料和供应品价格或可用性的任何事件。卖方声明及保证, 向买方提供的产品和 / 或服务价格现在及将来均不逊于卖方目前或将来向任何其他客户提供类似数量的相同或相似产品和 / 或服务的任何价格, 且卖方将始终在价格、质量、性能和义务履行方面保持竞争力。如果买方确定卖方在类似数量的相似产品方面不具竞争力, 买方有权向更具竞争力的来源重新采购任何或所有产品。买方还应获得卖方按惯例向其任何客户提供的所有折扣、退款、回扣、信贷、津贴、优惠付款条件或其他财务或相关奖励或任何形式的付款的全部利益。如果卖方在订单期限内就产品和 / 或服务或 / 或类似产品和 / 或服务向任何其他客户提供较低价格, 卖方同意立即相应地降低向买方提供的产品和 / 或服务的价格。此外, 卖方应参与买方 (或买方客户) 的节省成本和生产力计划和举措, 以减少卖方的成本及将这些节省的成本转嫁给买方。

8. Invoicing; Payment.

8. 发票; 付款。

Seller shall promptly submit correct and complete invoices or other agreed in writing billing communications with appropriate supporting documentation and other information reasonably required by Buyer after delivery of Products and/or performance of Services, and Buyer may withhold payment until a correct and complete invoice or other required information is received and verified by Buyer. Buyer will pay, in RMB unless another currency is stated in the Order, proper invoices on the payment terms stated on the face of the Order, subject to adjustments, set-offs, recoupments and other outstanding issues. If no payment term appears in the Order, Buyer will pay Seller for the Products on the 45th day following Buyer's receipt of Seller's invoice. Seller shall accept payment by check or other cash equivalent, including electronic funds transfer.

卖方应在交付产品和 / 或履行服务后, 从速提交正确和完整的发票或其他书面议定的账单单据, 以及买方合理要求的适当证明文件和其他信息, 并且买方在收到和核实正确和完整的发票或其他必要信息之前可拒绝付款。买方将按订单正面所载的付款条件, 以人民币 (除非订单中规定其他货币) 支付适当的发票, 且可予调整、抵销、扣除及受其他未解决问题影响。如果订单未载明付款条件, 买方将在收到卖方发票后第 45 天向卖方支付产品款项。卖方应接受以支票或其他现金等价物 (包括电子资金转账) 方式付款。

9. Insurance.

9. 保险。

Seller shall, at its expense, maintain insurance for Products in amounts acceptable to Buyer, naming Buyer as an additional insured and covering general liability, public liability, product liability, product recall, completed operations, contractor's liability, automobile liability insurance, Worker's Compensation, and employer's liability insurance as will adequately protect Buyer against such damages, liabilities, claims, losses, and expenses (including attorney's fees). Seller agrees to submit certificates of insurance, evidencing its insurance coverage when requested by Buyer. The furnishing of certificates of insurance and purchase of insurance will not limit or release Seller from its obligations or liabilities under the Order.

卖方应自费以买方可接受的金额为产品投保, 且指定买方为附加投保人, 及涵盖一般责任、公众责任、产品责任、产品召回、完工责任、承包商责任、机动车第三者责任保险、工人赔偿和雇主责任保险, 这将充分保护买方免受有关损害、责任、索赔、损失和开支 (包括律师费) 伤害。卖方同意在买方要求时提交保险凭证, 证明其保险范围。提交保险凭证和购买保险不会限制或解除卖方在订单下的义务或责任。

10. Inspection; Non-conforming Products; Audit Rights.

10. 检验; 不合格产品; 审计权利。

Buyer, Buyer's customer, the applicable customer and/or Buyer's designated representative, agent or affiliate may, upon twenty-four (24) hour notice, enter Seller's facility to inspect the facility, Products, materials, and any of Buyer's Property related to the Order for any reason whatsoever or to conduct audits for the purpose of quality, cost, or delivery verification. Buyer is not required to perform incoming inspections of any Products, and Seller waives any right to require Buyer to conduct any such inspections. If Buyer inspects the Products, such inspection, whether during manufacture, prior to delivery, or within a reasonable time after delivery, will not constitute acceptance of any Products or work in process. Buyer's acceptance, inspection, or failure to inspect the Products does not relieve Seller of any of its responsibilities or warranties with respect thereto or constitute joint fault for any breach of the Order by Seller. Nothing in the Order releases Seller from the obligation of testing, inspection, and quality control of the Products.

买方、买方客户、适用客户和 / 或买方的指定代表、代理人或关联方可在提前二十四 (24) 小时发出通知后, 出于任何理由进入卖方设施检查设施、产品、材料和与订单有关的任何买方财产, 或开展审计以核查质量、成本或交货情况。买方无需对任何产品进行进料检验, 且卖方放弃要求买方开展任何此类检验的任何权利。如果买方对产品进行检验, 则该检验 (无论是在制造过程中、交货前, 还是在交货后的合理时间内) 均不构成对任何产品或在制品的验收。买方验收、检验或未能检验产品, 不会解除卖方对产品的任何责任或保证, 亦不构成卖方违反订单的共同过失。订单的任何规定均不解除卖方在产品测试、检验和质量控制方面的义务。

If Buyer rejects any Products as defective, Buyer will notify Seller of such rejection and hold such Products at Seller's risk for forty-eight (48) hours. If Seller fails to inform Buyer in writing of the manner in which Seller desires that Buyer dispose of defective Products within forty-eight (48) hours of notice of Buyer's rejection of defective Products (or such shorter period as is reasonable under the circumstances), Buyer will be entitled to dispose of the defective Products without liability to Seller, provided, however, that in any event Buyer may elect to arrange for the shipment of any defective Products back to Seller at Seller's expense. Seller will bear all risk of loss with respect to all defective Products and will promptly pay or reimburse all costs incurred by Buyer to return, store, or dispose any defective Products. In addition to other remedies available to Buyer for non-conforming Products, (i) Buyer may return the Products, at Seller's risk and expense at full invoice price, plus transportation charges; (ii) Buyer may correct, or have corrected, at any time Products that fail to meet the requirements of the Order; and (iii) Seller will reimburse Buyer for all reasonable costs and expenses that result from any rejection or correction of non-conforming Products, including the cost of inspection and/or sorting, whether done internally by Buyer or by a third-party. Seller will develop and document a corrective action plan within a commercially reasonable period after receipt of a non-conforming sample and will take whatever measures that are necessary to correct the non-conformity. Buyer, in its sole discretion, may require Seller to inspect the Products, at Seller's sole cost and expense, for a commercially reasonable period after discovery of non-conforming Products, including without limitation, after the corrective action has been taken. Payment for non-conforming Products or Services is not an acceptance, does not limit or impair Buyer's right to assert any legal or equitable remedy, and does not relieve Seller's responsibility for any nonconformity.

如果买方因缺陷而拒收任何产品, 买方会将该拒收告知卖方, 并持有有关产品四十八 (48) 小时, 风险由卖方承担。如果卖方在买方通知拒收缺陷产品后四十八 (48) 小时 (或在相关情况下属合理的较短期限) 内, 未能以书面形式将其希望买方处置缺陷产品的方式告知买方, 则买方将有权处置缺陷产品, 而无需对卖方承担任何责任, 但前提是, 在任何情况下, 买方均可选择安排将任何缺陷产品运回卖方, 费用由卖方承担。卖方将承担与所有缺陷产品有关的损失风险, 并会从速支付或偿付买方退回、储存或处理任何缺陷产品而产生的所有费用。除买方就不合格产品可获得的其他补救外, (i) 买方可按发票全额加运输费退回产品, 风险和费用由卖方承担; (ii) 买方可随时纠正不符合订单要求的产品或使之得到纠正; 及 (iii) 对于因拒收或纠正不合格产品而产生的所有合理费用和开支, 包括检验和 / 或分拣 (不论由买方内部或第三方完成) 费用, 卖方将向买方做出偿付。卖方将在收到不合格样品后, 于商业上合理的期限内制定和记录纠正行动计划, 并将采取任何必要措施纠正不合格情况。在发现不合格产品后 (包括但不限于在采取纠正行动后), 买方可全权酌情要求卖方于商业上合理的期限内检验产品, 且由卖方承担全部费用和开支。对不合格产品或服务的付款并非验收, 不限制或损害买方主张任何法律上或衡平法上的补救的权利, 也不解除卖方对任何不合格情况的责任。

Seller will retain all documents, data and other records pertaining to the Products and Services for at least two (2) years following the later of: (i) the last delivery of the Products, (ii) the date of the final payment to Seller under the Order, or (iii) the expiration of any applicable warranty periods for the Products or of any applicable governmental or industry required retention periods.

卖方将在下述各项（以较晚者为准）后至少两（2）年内保留与产品和服务有关的所有文件、数据和其他记录：（i）产品的最后一次交货；（ii）根据订单向卖方做出最后一笔付款之日；或（iii）任何适用产品保证期或者任何适用政府或行业规定的保留期届满。

Seller will also permit Buyer (or a third-party designated by Buyer) to reasonably review Seller's books and records concerning compliance with the Order and Seller's overall financial condition. Seller agrees that if Seller experiences any delivery or operational problems, Buyer may, but is not required, to designate a representative to be present in Seller's applicable facility to observe Seller's operations. Seller agrees that if Buyer provides to Seller any accommodations (financial or other) that are necessary for Seller to fulfill its obligations under the Order, Seller will reimburse Buyer for all costs, including attorneys' and other professionals' fees, incurred by Buyer in connection with such accommodation and will grant access to Buyer to use Seller's premises and machinery, equipment, and other property necessary for the production of the Products and/or Services covered by the Order. If Seller becomes a debtor in bankruptcy or surrenders its assets to a lender or state court receiver and, Buyer, to obtain and/or continue the continuous flow of Products and/or Services, participates in a post-petition (or post surrender) loan to Seller, Seller acknowledges and agrees that the funds advanced to participate in the loan (including attorney's fees) shall be deemed "cover" damages.

卖方还会允许买方（或买方指定的第三方）以合理方式审查卖方有关订单遵守情况的簿册和记录以及卖方的整体财务状况。卖方同意，如果卖方出现任何交货或运营问题，买方可以但不必指定代表前往卖方的适用设施监察卖方的运营。卖方同意，如买方向卖方提供任何必要融通（财务或其他）以便卖方履行其在订单下的义务，卖方将向买方偿付买方因该融通产生的所有费用（包括律师和其他专业人员费用），且将授予买方权限以使用对生产订单所涵盖的产品和 / 或服务而言属必要的卖方场所和机器、设备和其他财产。如果卖方成为破产的债务人或将其资产移交给贷款人或州法院接管人，并且买方为了获得和 / 或继续保持持续的产品和 / 或服务流而参与向卖方做出的呈请后（或移交后）贷款，卖方承认并同意，预付参与贷款的资金（包括律师费）应视为“涵盖”损害赔偿。

11. Warranty; Recall.

11. 保证；召回。

(a) Seller warrants to Buyer and Buyer's successors, assigns, customers, and end-users of the Products and/or Services that the Products and/or Services covered by the Order, together with all related packaging and labeling and other material furnished by Seller, will (a) be new; (b) be free from all liens, claims and encumbrances whatsoever; (c) conform to all of the specifications and drawings furnished by Buyer, (d) conform to all samples, descriptions, brochures, standards and manuals furnished by Seller or Buyer, (e) be merchantable, (f) be free of any defects in design, material and workmanship, (g) 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 particular purposes intended by Buyer and any customer of Buyer, (h) conform in all respects with all applicable federal, state and local laws, statutes, ordinances, orders and regulations, including, without limitation, those regarding occupational health, and (i) not infringe or encroach upon Buyer's or any third party's personal, contractual, proprietary, or intellectual property rights, including, without limitation, patents, trademarks, copyrights or trade secrets. These warranties are intended to provide Buyer with protection from any and all warranty claims brought against Buyer by its customers and/or the applicable customers, including those warranties required by Buyer's customer and/or the applicable customers relating to the Products or any parts or systems into which such Products are incorporated. All such customer-required and/or customer-required warranties are incorporated herein by reference. The foregoing warranties shall be in addition to those available at law and shall survive any acceptance by Buyer of all or part of the Products and/or Services covered by the Order and any expiration or termination, in whole or in part, of the Order.

Buyer's approval of any design, drawing, material, process, or specifications will not relieve Seller of these warranties.

(a) 卖方向买方和买方的继任人、受让人、客户及产品和 / 或服务的最终用户保证：订单所涵盖的产品和 / 或服务以及卖方提供的所有相关包装和标签及其他材料，将 (a) 是全新的；(b) 无任何种类的一切留置权、索赔和产权负担；(c) 符合买方提供的所有规格和图纸；(d) 符合卖方或买方提供的所有样品、说明、小册子、标准和手册；(e) 可销售；(f) 在设计、材料和工艺方面没有任何缺陷；(g) 由卖方根据买方规定的用途选择、设计（如由卖方设计）、制造和组装，并适合和充分满足买方和买方任何客户预期的特殊用途；(h) 在所有方面遵守所有适用联邦、州和地方法律、法规、条例、命令和规章，包括但不限于与职业健康有关者；及 (i) 不侵犯或侵害买方或任何第三方的个人、合同、专有或知识产权权利，包括但不限于专利、商标、版权或商业秘密。这些保证旨在向买方提供保护，使其免受其客户和 / 或适用客户对买方提出的任何和所有保证索赔，包括买方客户和 / 或适用客户就产品或包含有关产品的任何零件或系统要求的保证。所有此类客户要求的和 / 或客户要求的保证，藉提述纳入本条款和条件。前述保证是对法律上可用保证的补充，并且在买方验收订单涵盖的全部或部分产品和 / 或服务以及全部或部分订单到期或终止后，继续有效。买方批准任何设计、图纸、材料、工艺或规格不会解除卖方的该等保证。

ANY ATTEMPT BY SELLER TO LIMIT, DISCLAIM OR RESTRICT ANY OF THE WARRANTIES HEREIN, BY ACKNOWLEDGEMENT OR OTHERWISE, IN ACCEPTING OR PERFORMING THE ORDER, SHALL BE NULL AND VOID WITHOUT THE PRIOR WRITTEN CONSENT OF AN AUTHORIZED REPRESENTATIVE OF BUYER.

未经买方授权代表事先书面同意，如卖方在接受或履行订单时企图通过确认书或其他方式限制、否认或限定本条款和条件所载的任何保证，则该企图均属无效。

(b) In the case of Products supplied for use as, or incorporation into, parts or systems for automotive vehicles or other finished products, the period for each of the foregoing warranties will commence upon receipt of the Products and/or Services by Buyer and, except as otherwise provided herein or as otherwise expressly agreed in writing by an authorized representative of Buyer, end 36 months following the date the vehicle or other finished product on which such parts or systems are installed is first sold and delivered or otherwise utilized for consumer or commercial purposes, provided, however, that if Buyer offers and provides a longer warranty to its customers with respect to any such parts or systems, then such longer warranty period will apply to the Products and Services. In the case of Products and Services supplied for other uses, the period for each of the foregoing warranties will be as specified by Buyer.

(b) 如果所提供的产品用作或纳入汽车或其他成品的零件或系统，则上述各项保证的期限将在买方收到产品和 / 或服务后开始，并且自安装此类零件或系统的车辆或其他成品首次出售和交付或另行用于消费或商业用途之日起 36 个月结束，除非本条款和条件另有规定或买方授权代表另行以书面形式明确同意；但前提是，如果买方就任何此类零件或系统向其客户提供和做出时间更长的保证，则该更长的保证期将适用于产品和服务。如果所提供的产品和服务作其他用途，前述各项保证的期限将为买方规定的期限。

(c) Upon Buyer's written notification and authorization, in addition to Buyer's other rights and remedies, Seller shall promptly replace or correct defects of any Products and/or Services not conforming to the warranties set forth herein and/or provided by law, without expense to Buyer. In the event Seller fails to promptly correct defects in or replace nonconforming Products and/or Services, Buyer may make such corrections or replace such Products and/or Services and charge Seller for costs of materials, labor, validation, transportation, and all other costs incurred by Buyer. Buyer may reject nonconforming Products and/or Services and return them to Seller at Seller's expense. Seller shall also reimburse Buyer for all indirect, direct, incidental, consequential (including reasonable attorney and professional fees) or other damages, losses, costs, expenses, and fees caused by such nonconforming Products and/or Services. Such costs and damages may include, without limitation, costs, expenses and losses of Buyer and/or its customers arising from (i) inspection, sorting, repair or replacement of any nonconforming Goods or Services or any system or component that incorporates such nonconforming Goods or Services, (ii) production interruptions or slowdowns, (iii) off-lining of vehicles or component systems, and

(iv) field service campaigns and other corrective service actions, including, without limitation, the amounts paid to distributors and/or dealers for materials and replacement parts (including reasonable markup to recover administrative costs or other capital expenses) and the labor costs to perform such work.

(c) 根据买方的书面通知和授权，除买方的其他权利和补救措施外，卖方应从速更换不符合本条款和条件所载保证和 / 或法律规定的任何产品和 / 或服务或纠正相关缺陷，而买方无需承担费用。如果卖方未能从速纠正不合格产品和 / 或服务的缺陷或对其进行更换，则买方可进行此类纠正或更换此类产品和 / 或服务，并向卖方收取所产生的材料、人工、验证、运输费用和所有其他费用。买方可拒收不合格产品和 / 或服务并退给卖方，费用由卖方承担。对于因此类不合格产品和 / 或服务而造成的所有间接、直接、附带、相应而生的（包括合理的律师和专业人员费用）或其他损害、损失、成本、开支和费用，卖方还应向买方做出偿付。此类成本和损害可能包括但不限于买方和 / 或其客户因以下原因产生的成本、开支和损失：(i) 检验、分拣、维修或更换任何不合格商品或服务或者或包含此类不合格商品或服务的任何系统或部件；(ii) 生产中断或放缓；(iii) 车辆或部件系统脱离流水线；及 (iv) 现场维修活动和其他纠正性服务措施，包括但不限于就材料和更换零件支付给分销商和 / 或经销商的款额（包括合理的差价，以收回管理成本或其他资本开支）以及开展此类工作的人工成本。

(d) Notwithstanding the expiration of the warranty period set forth in subsection (b) above, if Buyer, its customer and/or the manufacturer of the vehicles (or other finished product) on which the Products and/or Services, or any parts or systems incorporating the Products and/or Services, are installed voluntarily or, pursuant to a government mandate, makes an offer to owners of such vehicles to provide remedial action to address a defect that relates to motor vehicle safety or the failure of the vehicle to comply with any applicable law, safety standard or guideline (a so-called "recall"), Seller will nonetheless be liable for costs and damages associated with the conduct of such recall to the extent that such recall is based upon a determination by Buyer or Buyer's customer (including by use of statistical analysis or other sampling methodology) that the Products or Services fail to conform to the warranties set forth in this Order.

(d) 即使上文第 (b) 分条所载的保证期届满，如果买方、其客户和 / 或自愿或根据政府命令安装产品和 / 或服务或包含产品和 / 或服务的任何零件或系统的车辆（或其他成品）制造商，向此类车辆的拥有人做出要约，采取补救行动以解决与机动车安全有关的缺陷或车辆未能遵守任何适用法律、安全标准或指引（所谓的“召回”），如果该召回乃基于买方或买方客户（包括使用统计分析或其他抽样方法）确定产品或服务未能遵守本订单所载的保证做出，卖方仍会承担与该召回行动有关的成本和损害。

12. Buyer's and/or Buyer's Customer's Property

12. 买方和 / 或买方客户的财产

(a) Unless otherwise agreed to in writing, all information, including all Confidential Information as defined in Section 16, materials, tooling, dies, special dies, patterns, jigs, gauges, fixtures, drawings, designs, samples, tooling aids, molds and/or any other property for which Buyer has paid or has agreed to pay, has furnished directly or indirectly, and/or has made available to Seller for use by Seller to perform its obligations under the Order, including, but not limited to, that which has been ordered through and manufactured by a third party supplier, shall be and remain the property of Buyer, Buyer's customer or the applicable end customer (collectively "Buyer's Property"). Seller shall hold Buyer's Property on a bailment basis as a bailee-at-will and bears the risk of loss for theft and/or damage to Buyer's Property. Buyer's Property shall (i) be used exclusively by Seller for performance of its obligations under the Order and for the benefit of Buyer; (ii) be and remain conspicuously marked by Seller as the property of Buyer, or of Buyer's customer or the applicable end customer, as appropriate, (iii) not be commingled with the property of Seller or with that of a third person, (iv) be removed from Seller's site only upon Buyer's instructions, unless such removal is for normal repair and maintenance, in which case Seller shall provide prior notice to Buyer of the date, expected duration, maintenance to be completed and location of such intended removal; (v) be held at Seller's risk and insured at its expense in a replacement cost amount with loss payable to Buyer (evidence of insurance to be furnished upon request); (vi) be maintained at Seller's expense, in good condition capable of producing Products that meet the applicable specifications, and (vii) not be modified without Buyer's written consent. All replacement parts, additions, improvements, and accessories to Buyer's Property will become part of Buyer's Property immediately upon attachment to or incorporation into Buyer's Property. Products manufactured by Seller with the use

of Buyer's Property may not be used for Seller's own use or manufactured or provided (or offered to be manufactured or provided) to third parties without Buyer's express written authorization. Seller grants to Buyer a purchase money security interest in Buyer's Property, and any portion thereof, as well as work in progress, raw materials, drawings, and other items dedicated to constructing any Buyer's Property and agrees to perform any act and execute any document reasonably necessary to perfect Buyer's security interest in Buyer's Property.

(a) 除非另行书面议定，否则买方已付款或已同意付款、已直接或间接供应予和 / 或已提供予卖方供其用于履行其在订单下的义务的所有信息（包括第 16 条所界定的所有保密信息）、材料、工具、冲模、特殊冲模、模型、夹具、量规、固定装置、图纸、设计、样品、辅助工具、模具和 / 或任何其他财产，包括但不限于已通过第三方供应商订购及由第三方供应商制造者，属于及仍是买方、买方客户或适用最终客户的财产（统称为“买方财产”）。卖方应作为随意聘用的受寄人按委托保管基础持有买方财产，并承担与买方财产遭窃和 / 或损坏造成的损失有关的风险。买方财产应 (i) 由卖方专门用于履行其在订单下的义务及使买方受益；(ii) 由卖方明显地标记为买方或买方客户或适用最终客户（如适用）的财产并保持标记；(iii) 不与卖方或第三方的财产混在一起；(iv) 仅在买方指示下从卖方的场地移出，除非有关移出是为了进行正常的维修和保养，在这种情况下，卖方应事先向买方发出通知，告知该预定移出的日期、预期持续时间、将要完成的保养及该预定移出的位置；(v) 由卖方持有和承担风险，并由卖方自费以重置成本金额投保及向买方支付损失（保险凭证须应要求提供）；(vi) 卖方自费维持其状况良好，能够生产符合适用规格的产品；及 (vii) 未经买方书面同意，不得做出修改。买方财产的所有替换零件、添加物、改良和附件，在附加于或并入买方财产后立即成为买方财产的一部分。未经买方明确书面授权，卖方使用买方财产制造的产品不得供卖方自身使用，或制造或提供（或者提议制造或提供）予第三方。卖方向买方授予买方财产及其任何部分以及在制品、原材料、图纸和其他专门用于建造买方财产的其他项目的购买款项担保权益，并同意执行任何合理必要的行动和订立任何合理必要的文件，以完善买方对买方财产的担保权益。

(b) Seller acknowledges and agrees that (i) Buyer is not the manufacturer of Buyer's Property nor the manufacturer's agent nor a dealer therein, (ii) Buyer is bailing Buyer's Property to Seller for Seller's benefit, (iii) Seller is satisfied that Buyer's Property is suitable and fit for its purposes, and (iv) BUYER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF BUYER'S PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND TO THE EXTENT PERMITTED BY LAW, BUYER SHALL HAVE NO LIABILITY TO SELLER OR ANYONE CLAIMING BY OR THROUGH SELLER FOR ANY INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR CAUSED BY BUYER'S PROPERTY.

(b) 卖方承认及同意：(i) 买方既不是买方财产的制造商或者制造商的代理人，也不是买方财产的经销商；(ii) 买方将买方财产委托给卖方保管，以使卖方受益；(iii) 卖方信纳买方财产适宜和适合其用途；及 (iv) 对于买方财产的适用性、状况、适销性、设计或操作或其对任何特殊用途的适合性，买方未曾及概不做出任何明示或暗示的陈述或保证，及明确否认所有此类陈述或保证，且在法律允许的范围内，对于与买方财产有关或因其导致的任何种类的任何附带或相应而生的或其他损害，买方概不对卖方或者由或通过卖方提出索赔的任何人承担任何责任。

(c) Seller agrees that Buyer has the right, at any time and from time to time, with or without reason and without payment of any kind, to retake possession of or request the return of Buyer's Property. Without further notice or court hearings, which rights, if any, are hereby waived, Buyer or its designee(s) will have the right to enter Seller's premises and take possession of any and all of Buyer's Property. Upon Buyer's request and in accordance with Buyer's instructions, Buyer's Property will be immediately released to Buyer or delivered to Buyer by Seller either (i) FCA loaded (Incoterms2020) at Seller's plant properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such Buyer's Property or (ii) to any location Buyer designates, in which event Buyer will pay Seller the reasonable costs of delivering Buyer's Property to the location Buyer designates. If Seller fails to release and deliver Buyer's Property as required herein immediately on demand, Buyer will sustain irreparable harm and, as such, may obtain an immediate writ of possession without notice and without the posting of any bond and/or enter Seller's premises, with or without legal process, and take

immediate possession of Buyer's Property. Seller shall be responsible for all legal fees and costs associated with Buyer's enforcement of this section and recovery of the Buyer's Property. Buyer will have the right to enter Seller's premises at all reasonable times to inspect Buyer's Property and Seller's records with respect thereto. Seller will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of Buyer's Property. Furthermore, Seller will not assert, or permit any person claiming an interest through Seller to assert, any claims of ownership to or any other interest in Buyer's Property. Seller will be responsible for replacing or repairing, in Buyer's sole discretion, Buyer's Property if it is stolen, damaged or destroyed regardless of cause or fault. Seller waives, to the extent permitted by law, any lien or other rights that Seller might otherwise have on any of Buyer's Property, including but not limited to molder's and builder's liens, or any liens or other rights that Seller might otherwise have on Buyer's Property for work performed on such property, for the purchase price of Products, or otherwise. Seller will indemnify and defend Buyer against claims or liens adverse to Buyer's, Buyer's customer's, or the customer's ownership of Buyer's Property, as applicable.

(c) 卖方同意，买方有权随时和不时、因故或无故，在不支付任何种类的付款的情况下，收回对买方财产的管有权，或要求归还买方财产。在未经另行通知或法庭聆讯（特此放弃有关权利（如有））的情况下，买方或其指定人士有权进入卖方的场所及取得对任何和所有买方财产的管有。应买方的要求及根据买方的指示，卖方通过下述方式之一，立即将买方财产发还予买方或交付予买方：(i) 按照买方选择运输有关买方财产的承运人的要求妥当包装和标记，在卖方工厂货交承运人（已装载）（《国际贸易术语解释通则 2020》）；或 (ii) 交至买方指定的任何地点，在此情况下，买方将向卖方支付因将买方财产交付至买方指定地点的合理费用。如果在要求后，卖方未能立即按照本条款和条件的规定发还及交付买方财产，买方将遭受不可弥补的损害，且可因此取得即时管有令状，而无需发出通知，亦无需缴付任何保证金，和 / 或进入卖方场所（不论是否通过法律程序）及立即取得对买方财产的管有。卖方应承担与买方执行本条及收回买方财产有关的所有法律费用和讼费。买方将有权在所有合理时间进入卖方场所，检验买方财产和卖方与此有关的记录。卖方不会出售、借出、出租、设立产权负担、质押、租赁、转让或以其他方式处置买方财产。此外，卖方不会主张或允许通过卖方索赔权益的任何人主张对买方财产所有权或任何其他权益享有任何权利。如果买方财产被盗、被损坏或毁坏（无论原因或过失为何），卖方将负责更换或维修（由买方全权酌情决定）买方财产。在法律允许的范围内，卖方放弃卖方可能以其他方式就任何买方财产享有的任何留置权或其他权利，包括但不限于造模商和建筑商的留置权，或卖方可能以其他方式为在有关财产上开展工作就买方财产、产品购买价或其他方面享有的任何留置权或其他权利。就对买方、买方客户或客户对买方财产所有权（如适用）的不利索赔或留置权而言，卖方将对买方做出赔偿并使买方免受损害。

13. Seller's Equipment.

13. 卖方设备。

Seller, at its expense, will furnish, keep in good condition, and replace when necessary all of its machinery and equipment, including related tooling, jigs, dies, gauges, fixtures, molds, patterns, fixtures and other accessories, required for the production of Products covered by the Order (collectively, "Seller's Equipment"). Seller will insure Seller's Equipment with fire and extended coverage insurance for its full replacement value. Seller grants Buyer an irrevocable option to take possession of, and title to, all or part of Seller's Equipment that is specially designed or outfitted for the production of the Products or provision of Services covered by the Order. In the event Buyer exercises its option, Buyer will, within 45 days following delivery of such Seller's Equipment to Buyer, pay to Seller the lower of (i) the net book value of such Seller's Equipment (i.e., actual cost less amortization) or (ii) then current fair market value of such Seller's Equipment, in each case less any amounts that Buyer has previously paid to Seller on account of such Seller's Equipment. The foregoing option will not apply to the extent that Seller's Equipment is used to produce goods that are the standard stock of Seller and are then being sold by Seller to other customers. Buyer's right to exercise the foregoing option is not conditioned on Seller's breach or Buyer's termination of the Order or upon payment of any other amounts due under the Order. 卖方将自费提供生产订单所涵盖产品所需的所有机器和设备，包括相关工具、夹具、冲模、量规、固定装置、模具、模型、固定装置和其他附件（“统称为“卖方设备”），保持其状况良好及在必要时对其进行更换。卖方将按卖方设备的全部重置价值，为卖方设备购买火灾和扩大范围的保险。卖方授予买方一项不可撤销的选择权，以取得对专门为生产或提供订单所涵盖的产品或服务而设计或配备的全部或部分卖方设备的管有和所有权。如果买行使使其选择权，买方会在获交付卖方设备后 45 天内向卖方支付（以较低者为准）：(i) 该卖方设备的账面净值（即实际成本减去摊销）；或 (ii) 该卖方设备当时的现有公平市

值，在每种情况下均减去买方先前就该卖方设备已向卖方支付的任何款额。如果卖方设备被用于生产卖方的标准库存商品且当时被卖方出售予其他客户，则前述选择权不适用。买方行使前述选择权的权利不以卖方违反或买方终止订单为条件，也不以支付订单下应付的任何其他款额为条件。

14. Setoff.

14. 抵销。

In addition to any right of setoff or recoupment provided by law, all amounts due to Seller will be considered net of indebtedness of Seller and/or its affiliates to Buyer and/or its affiliates. Upon Buyer's written notice, Buyer will have the right to recoup from or setoff against any payment or other obligation owed, or to become owing, to Seller, in whole or in part, including any disputed, contingent, or unliquidated claims, any amounts owed by Seller and/or its affiliates to Buyer and/or its affiliates.

除法律规定的任何抵销或扣除权外，应付予卖方的所有款额将被视为扣除了卖方和 / 或其关联方应付予买方和 / 或其关联方的债务。在买方发出书面通知后，买方将有权全部或部分扣除或抵销已欠付或将会欠付卖方的任何付款或其他债项，包括任何有争议、或有或尚未算定的索赔，卖方和 / 或其关联方欠付买方和 / 或其关联方的任何款额。

15. Performance Delays.

15. 延迟履约。

Neither party shall be liable to the other for any delay or failure to perform where such delay or failure is caused by events beyond the reasonable control of the affected party and without such party's fault or negligence, including, by way of example and not limitation, acts of God, natural disasters, fires, floods, earthquakes, explosions, riots, wars, sabotage, inability to obtain power, court order or injunction, or actions taken by a governmental authority, provided, however, that the affected party (i) gives written notice of each such delay (including the anticipated duration of the delay) to the other party as soon as possible after the event or occurrence (but in no event more than twenty-four (24) hours thereafter), and (ii) uses commercially reasonable best efforts to mitigate the effect of the event or occurrence upon its performance and fulfillment of its obligations under the Order. Seller's inability to perform as a result of, or delays caused by, Seller's insolvency or lack of financial resources will not excuse Seller's performance under the Agreement. Neither the change in cost or availability of materials or components based on market conditions, Seller's and/or its direct or indirect supplier's actions, contract disputes nor any labor strike or other labor disruption applicable to Seller and/or any of its direct or indirect suppliers will excuse Seller's performance under the Agreement (under theories of force majeure, commercial impracticability or otherwise), and Seller assumes these risks. During any delay or failure to perform by Seller, Buyer may (i) purchase substitute products or services from other available sources and reduce its purchases from Seller accordingly without liability or intellectual property infringement claims, (ii) require Seller to deliver to Buyer at Buyer's expense all finished goods, work in process, materials and supplied produced or acquired for performance under the Order, or (iii) have Seller provide substitute goods or services from other available sources in quantities and at times Buyer requests and at the prices set forth in this Agreement. If Seller fails to provide adequate assurances that any delay will not exceed thirty (30) days within forty-eight (48) hours of Buyer's request for such assurances, or if any delay lasts more than thirty (30) days, Buyer may terminate the Order without any liability to Seller whatsoever.

如果因超出受影响方合理控制范围的事件造成任何延迟或不履行，且该方并无过失或疏忽，则该受影响方均不就有关延迟或不履行对另一方承担责任，举例而言，包括但不限于天灾、自然灾害、火灾、洪水、地震、爆炸、暴动、战争、破坏、无法获得电力、法院命令或强制令或政府机构采取的行动；但前提是受影响方 (i) 在事件或情况发生后尽快（但在任何情况下都不得超过事件或情况发生后二十四 (24) 小时）以书面形式将各项有关延迟（包括延迟的预期持续时间）向另一方发出书面通知告知该延迟；及 (ii) 尽商业上合理的最大努力来减轻事件或情况对其履行和满足其在订单下的义务的影响。卖方因其无力偿债或缺乏财务资源而无法履约或延迟履约，不会豁免卖方根据协议履约。材料或部件的成本或可获得性根据市况、卖方和 / 或其直接或间接供应商的行动、合同纠纷发生变化，或适用于卖方和 / 或其任何直接或间接供应商的任何工人罢工或其他劳动力中断，均不会豁免卖方按照协议履约（根据不可抗力、商业上不切实际或其他理由），且卖方承担这些风险。在卖方延迟或未能履约期间，买方可 (i) 从其他可用来源采购替代产品或服务，并相应地减少从卖方的采购，而无需承担责任或知识产权侵权索赔；(ii) 要求卖方向买方

交付为履行订单而供应、生产或购买的所有成品、在制品和材料（费用由买方承担）；或 (iii) 让卖方按买方要求的数量和时间及以本协议所载的价格从其他可用来源提供替代商品或服务。如果在买方要求有关保证后四十八（48）小时内，卖方未能提供足够的保证，表示任何延迟都不会超过三十（30）天，或者如果任何延迟持续超过三十（30）天，则买方可终止订单，而无需对卖方承担任何责任。

Whenever Seller has knowledge of any actual or potential cause or event, including any actual or potential strike, labor dispute or other disruption, which delays or threatens to delay the timely performance of the Order, Seller shall immediately give Buyer written notice thereof, including all relevant information. In addition, Seller shall notify Buyer in writing six (6) months in advance of the expiration of any current labor contracts. Upon providing Buyer with notice of any actual or potential delay or notice of the expiration of a labor contract, Seller shall produce a finished inventory of Products in quantities sufficient to ensure the supply of Products to Buyer for at least thirty (30) days after such anticipated delay commences or after the expiration of the labor contract. Seller will use commercially reasonable efforts to comply with Buyer's written directions prior to expiration of the current labor contract and until the current labor contract has been extended or a new contract completed.

每当卖方知悉延迟或可能延迟及时履行订单的任何实际或潜在的事由或事件，包括任何实际或潜在的罢工、劳资纠纷或其他中断情况，则卖方应立即向买方发出书面通知告知有关情况，当中包括所有相关信息。此外，卖方应在任何现有劳动合同期满前，提前六（6）个月以书面形式通知买方。在向买方提供任何实际或潜在延迟通知或劳动合同期满通知后，卖方应生产足够数量的成品库存，以确保在该预期延迟开始后或劳动合同期满后至少三十（30）天内向买方供应产品。在现有劳动合同期满之前，及直到现有劳动合同延期或签订新合同，卖方将尽商业上合理的努力，遵守买方的书面指示。

16. Confidentiality.

16. 保密。

Any information, in whatever form transmitted, and items embodying information (including photographs, samples, models, prototypes) disclosed by or on behalf of Buyer to Seller or to which Seller is exposed, during the term of the Order, including, without limitation, trade secrets, methods, procedures, processes, know-how, formulas, ideas, inventions, business plans, pricing information, strategies, customer lists, specifications, drawings, notes, instructions, engineering data and analyses, compositions of matter, samples, prototypes, photographs, software, financial data, and other technical and business data, and any representations, compilations, analyses, and summaries of the foregoing ("Confidential Information") will be deemed confidential and proprietary to, and remain the sole property of Buyer.

在订单期限内，由或代表买方披露予卖方或卖方接触到的以任何形式传输的任何信息以及包含信息的项目（包括照片、样品、模型、原型），包括但不限于商业秘密、方法、程序、工艺、专有技术、配方、想法、发明、商业计划、定价信息、策略、客户名单、规格、图纸、注释、说明、工程数据和分析、物质成分、样品、原型、照片、软件、财务数据及其他技术和商业数据，以及有关前述各项的任何声明、汇编、分析和摘要（“保密信息”），将被视为买方的保密和专有信息，并且依然是买方的专有财产。

Seller will (i) keep all Confidential Information confidential and disclose it only to Seller's employees who need to know such Confidential Information in order for Seller to supply Products and/or Services to Buyer under the Order, and (ii) use Confidential Information solely for the purpose of supplying Products and/or Services to Buyer as contemplated by the Order and will not share it with any third parties without Buyer's prior written consent. Products manufactured and Services provided based on Confidential Information may not be used for Seller's own use or sold by Seller to third parties without prior express written consent from an authorized employee of Buyer. Upon instruction from Buyer, Seller shall destroy and certify the destruction of the Confidential Information. Seller agrees to cause its employees, contractors, officers, directors, agents, and representatives to be bound by and comply with the foregoing restrictions regarding the use of Confidential Information. The foregoing obligations shall survive for five years from the date of Seller's last transaction with Buyer.

卖方将 (i) 对所有保密信息进行保密，并仅将其披露予需要知道该保密信息的卖方员工，以便卖方根据订单向买方供应产品和 / 或服务；及 (ii) 仅将保密信息用于按订单所预期的方式向买方供应产品和 / 服

务，且未经买方事先书面同意，不会与任何第三方分享该信息。未经买方授权员工事先明确书面同意，基于保密信息制造的产品和提供的服务不得供卖方自用，或由卖方出售予第三方。按照买方的指示，卖方应销毁并证明销毁了保密信息。卖方同意促使其员工、承包商、高级职员、董事、代理人和代表受有关保密信息使用的前述限制约束并遵守该等限制。前述义务在自卖方与买方最后一次交易之日起五年内继续有效。

Confidential Information shall not include information which (a) has been or is hereafter publicly disclosed without a violation of the Order, (b) is already in the public domain as is established by reference to published textbooks, articles, issued patents and the like, or (c) is known to Seller prior to disclosure from Buyer as is established by reference to Seller's business records in existence prior to such disclosure.

保密信息不包括 (a) 已经或此后在不违反订单的情况下将会公开披露的信息；(b) 已为公众知悉，可通过参考已出版的教科书、文章、已颁发的专利等证实；或 (c) 在买方披露前，卖方已知悉，可通过参考在该披露前已存在的卖方业务记录证实。

If Seller and Buyer have executed a separate non-disclosure agreement, that document, while in effect, shall take precedence over the terms herein regarding confidentiality.

如果卖方和买方已签订单独的保密协议，则该文件（如有效）将凌驾于本条款和条件中与保密性有关的条款。

Seller shall not, either directly or indirectly, solicit any employees of Buyer for employment or contract work with Seller for a period of two (2) years after the last date of Seller's last transaction with Buyer.

在卖方与买方的最后一次交易结束日期后两（2）年内，卖方不得直接或间接唆使买方的任何员工与卖方达成雇佣关系或订约为其工作。

17. Intellectual Property Rights.

17. 知识产权。

Buyer does not transfer or license to Seller any patent, trade secret, trademark, service mark, copyright, mask work, or other intellectual property right (collectively "Intellectual Property Rights") of Buyer in any form, including in connection with information, documents, or property that Buyer makes available to Seller, other than the limited right to use Buyer's Intellectual Property Rights to produce and supply Products and/or Services to Buyer. Other than the foregoing limited and revocable right to use Buyer's Intellectual Property Rights, Seller shall have no right, title, or ownership in or license to any of Buyer's Intellectual Property Rights. Seller agrees that: (i) 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, Products delivered under the Order without payment of any royalty or other compensation to Seller; (ii) that Products and/or Services based on Buyer's designs, drawings or specifications may not be used for Seller's own use or sold to third parties without Buyer's express written consent; (iii) to assign to Buyer each invention, discovery or improvement (whether or not patentable) that is conceived or first reduced to practice by Seller, or by any person employed by or working under the direction of Seller, in the performance of the Order; (iv) 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 (v) to the extent that the Order is issued for the creation of copyrightable works, that the works will be considered "works made for hire," 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 (including any source code). Except as expressly agreed by Buyer in a signed writing, all Products and/or Services or other deliverables provided under the Order, and all Intellectual Property Rights acquired or developed by either Seller or Buyer in connection with the Products and/or Services or in connection with the Order, are owned exclusively by Buyer. Additionally, Seller hereby grants and Buyer hereby accepts a non-exclusive, irrevocable, worldwide, paid-up, royalty-free license, including the right to sublicense others in connection with providing the Products to Buyer or its customers, to use all of Seller's Intellectual

Property Rights in existence prior to the issuance of the Order and acquired or developed entirely independent of Seller's obligations under the Order to obtain from alternate sources products and services similar to the Products and/or Services covered by the terminated Order for the balance of the Order term at the termination effective date. There will be no fee for this license if (a) Buyer terminates the Order for Seller's default or (b) Seller terminates the Order other than for Buyer's default. Otherwise, the parties shall agree upon a reasonable industry-standard fee for use of Seller's Intellectual Property Rights. Seller will ensure that the terms of its contracts with its subcontractors and employees are consistent with the content of this Section. At no additional cost, Seller will grant Buyer a license to use any Intellectual Property Right owned by Seller that is necessary or incident to the reasonably intended use or application of the Products.

买方不以任何形式向卖方转让或特许与其提供给卖方的资料、文件或物业有关的等属于买方的任何专利、商业秘密、商标、服务标志、版权、掩膜作品或其他知识产权（统称“知识产权”），但使用买方知识产权生产和向买方供应产品和 / 或服务的有限权利除外。除前述使用买方知识产权的限制性和可撤销的权利外，卖方对买方的任何知识产权均无任何权利、所有权、拥有权或许可。卖方同意：(i) 买方及其分包商及直接或间接客户拥有全球性的、不可撤销的权利来修理、修复或重建或安排修理、修复或重建根据订单交付的产品，而无需向卖方支付任何特许权使用费或其他补偿；(ii) 未经买方明确书面同意，不可将基于买方设计、图纸或规格的产品和 / 或服务用于卖方自身用途或出售予第三方；(iii) 向买方转让由卖方或其雇佣或按照其指示工作的任何人士在履行订单时设想或首先付诸实施的每一项发明、发现或改进（不论是否可以申请专利）；(iv) 及时以可接受的格式向买方披露所有此类发明、发现或改进及安排其雇员签署任何令买方能够在世界范围内取得专利的所有权及申请专利而必要的文件；及 (v) 就为创作受版权保护的作品而发出的订单而言，相关作品被视为“雇佣作品”，及倘有关作品并不符合相关资格，则在相关产品交货后，转让予买方其中所有权利、所有权及所有版权权益以及精神权利（包括任何源代码）。除非买方以书面签署形式明确同意，否则按照订单提供的所有产品和 / 或服务或其他可交付产品，以及由卖方或买方就产品和 / 或服务或就订单获取或开发的所有知识产权由买方独家拥有。此外，卖方特此授予及买方特此接受一项非专属、不可撤销、世界范围内、已缴足、免特许权使用费许可，包括就向买方或其客户提供产品向他人转授许可的权利，以使用在发出订单之前存在，以及完全独立于卖方于订单的义务而获得或开发的所有卖方的知识产权，以在终止生效日期，于订单的剩余期限内，从替代来源取得与终止订单所涵盖的产品和 / 或服务类似的产品和服务。如 (a) 买方因卖方违约终止订单或 (b) 卖方并非因买方违约而终止订单，则不就此项许可支付任何费用。否则，双方须就使用卖方的知识产权协定合理的行业标准费用。卖方将确保其与分包商及员工达成的合同条款与本条内容相一致。卖方将授予买方许可，以令买方可使用卖方拥有的对产品的合理预期使用或应用所必需或附带的任何知识产权，而不收取额外费用。

Seller shall not advertise or use Buyer's trademarks, logos or name in any public release, advertisement, social media outlet or other media or venue without the prior written consent of an authorized representative of Buyer.

未经买方授权代表的事先书面同意，卖方不得在任何公开发布、广告、社交媒体或其他媒体或场所宣传或使用买方的商标、标识或名称。

18. Changes.

18. 变更。

Buyer may, at any time, make changes to the drawings, specifications, design of the Products, process, scope of work, materials, packaging, testing, quantity, time or method of delivery or shipment, or similar requirements prescribed by the Order. Seller will promptly implement any such changes. Any request by Seller for an adjustment in price or time for performance in connection with any such change must be made in writing within thirty (30) days from the notice of the change, and Seller will, as requested, promptly provide information to Buyer relating to its adjustment request. Upon receipt of such information from Seller, Buyer may, in its sole discretion, equitably adjust the price or time for performance. All requested changes and adjustments in price or time for performance, if any, must be in writing and signed by a duly authorized representative of Buyer. Seller will not make any change relating to the Products and/or Services, including without limitation, with respect to the Products' contents, approved suppliers, design, specifications, manufacture, assembly, processing, packing, marking, shipping, price, date or

place of delivery, or place of manufacture, assembly, or production, except at Buyer's written instruction or with Buyer's written approval.

买方可随时变更产品的图纸、规格、设计、工序、工作范围、材料、包装、测试、数量、交货或装运的时间或方式，或订单规定的类似要求。卖方将立即实施任何有关更改。卖方就任何该等变更提出的调整价格或履行时间的任何要求必须在自变更通知起三十（30）天内以书面方式提出，及卖方将按要求立即向买方提供与其调整要求有关的资料。在自卖方收到有关资料后，买方可全权酌情决定合理调整价格或履行时间。所有要求做出的价格或履行时间的变更及调整（如有）必须以书面方式提出且经买方妥为授权代表签署。除非买方做出书面指示或给予书面批准，否则卖方不得做出与产品和 / 或服务有关的任何变更，包括但不限于产品内容、认可供应商、设计、规格、制造、装配、加工、包装、标记、运输、价格、交货日期或地点，或制造、装配或生产地点。

19. Documentation and Customs.

19. 文件和关税。

All documentation provided under the Order should be in Chinese, unless otherwise instructed by Buyer in writing.

除非买方另行做出书面指示，否则根据订单提供的所有文件须为中文。

Transferable credits or benefits associated with Products purchased, including trade credits, export credits or rights to the refund of duties, taxes or fees belong to Buyer unless otherwise prohibited by applicable law. Seller will provide Buyer with all information, records, and certificates necessary for Buyer to (a) receive these benefits, credits and rights, (b) claim preferential duty treatment under applicable trade preference regimes, and (c) participate in any duty deferral or free trade zone programs of the country of import. Seller agrees to fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements Seller will obtain all export licenses and authorizations and pay all export taxes, duties and fees unless otherwise explicitly stated in the Order, in which case Seller will provide all information and records necessary to enable Buyer to obtain those export licenses or authorizations. Seller shall execute all required documentation as defined in the Incoterm 2020 specified in the Order. Seller warrants that all information and documents provided under this provision shall be timely, true, and accurate. Seller shall indemnify Buyer for any damages, including but not limited to duties, interest, and penalties, arising from a false or inaccurate statement or other failure to comply with this provision.

除非适用法律另行禁止，否则与所购产品相关的可转让信用证或利益，包括贸易信贷、出口信贷或关税、税款或费用的退款权属于买方。卖方将向买方提供其（a）收到该等利益、信贷及权利；（b）根据适用的贸易优惠制度要求优惠关税待遇；及（c）参与进口国的关税缓征或自由贸易区项目所必需的一切资料、记录及证明。卖方同意履行任何关税义务、原产地标识或标签要求，以及认证或当地内容报告要求。除非订单中另有明确规定，否则卖方将获得所有出口许可证和授权，并支付所有出口税、关税和费用，在此情况下，卖方将提供使买方能够获得这些出口许可证或授权所需的所有资料和记录。卖方须签订订单中指定的所有规定的文件（定义见《国际贸易术语解释通则 2020》）。卖方保证，根据本条规定提供的所有资料 and 文件及时、真实和准确。卖方须就因虚假或不准确陈述或其他未能遵守本条文而产生的任何损害对买方做出弥偿，包括但不限于关税、利息及罚款。

Items, including any associated drawings or technical data, sent to the Seller or to be delivered under the Order could be subject to U.S. Export Control laws and / or controlled by the US International Traffic in Arms Regulations (ITAR) 22 CFR part 120-130. Items not specifically classified by Buyer on the Order as military items subject to ITAR control are assumed to be commercial items. Seller agrees to notify Buyer if any deliverable under the Order is a "Defense Article" within the meaning of the International Traffic in Arms Regulations, 22 CFR 120-130 (ITAR). Unless otherwise specified by Seller, Seller warrants that no deliverable supplied under the Contract is a Defense Article as defined by CFR 120.6.

根据订单发送予或将交付予卖方的物品，包括任何相关的图纸或技术资料，均须遵守美国出口管制法律和 / 或受美国《国际武器贸易条例》(ITAR)，22 CFR 第120-130 部分的管控。买方在订单中并未具体分类为受 ITAR 管控的军用品的物品被假定为商用物品。卖方同意，如订单下的任何可交付物品为《国际武器贸易

易条例》(ITAR), 22 CFR 120-130 (ITAR) 中界定的“防御物品 (Defense Article)”, 则会通知买方。除非卖方另行指明, 否则卖方保证概无根据合约供应的可交付产品为 CFR 120.6 中所界定的防御物品。

20. Customer and Sub-Supplier Requirements.

20. 客户及次级供应商要求。

Where the Products or Services under the Order are or will be sold, or incorporated into goods or services that are or will be sold, by Buyer to an original equipment manufacturer, whether directly or indirectly through an upper tier supplier, or any other third party customer, Seller shall take such steps, provide such disclosure, comply with such requirements and do all other things as Buyer deems necessary or desirable and within Seller's control to enable Buyer to meet Buyer's obligations under the terms and conditions of any contract, purchase order or other document ("Customer Terms") that may be applicable to Buyer from time to time in respect of its direct or indirect supply of such goods or services to the customer, including: delivery, packaging and labeling requirements; warranties and warranty periods; intellectual property rights and indemnification; confidentiality; access to facilities and records; and replacement and service parts. Buyer may, from time to time, in its sole discretion, provide Seller with information regarding the applicable Customer Terms, but, in any event, Seller shall be responsible for ascertaining the Customer Terms that may affect Seller's obligations hereunder. If there is any conflict between the provisions of the Customer Terms and any provisions of the Order, Buyer shall have the right to have the provisions of the Customer Terms prevail to the extent necessary or desirable to resolve such conflict.

倘若买方将订单项下的产品或服务出售或将出售予原始设备制造商或纳入到其出售或将出售予原始设备制造商的货物或服务中(无论是直接还是通过上层供应商, 或任何其他第三方客户间接), 卖方须在其控制范围内采取买方认为必要或适宜的措施, 提供买方认为必要或适宜的披露, 遵守买方认为必要或适宜的要求及做出买方认为必要或适宜的所有其他事宜, 以令买方能够就其直接或间接向客户供应有关货物或服务履行其于不时适用于买方的任何合约、采购订单或其他文件的条款及条件(“客户条款”)项下的义务, 包括: 交货、包装和标签要求; 保修及保修期限; 知识产权和弥偿; 保密; 使用设施和记录; 以及替换和修理用零件。买方可不时全权酌情决定向卖方提供与适用的客户条款有关的资料, 但卖方在任何情况下均须负责确定可能影响卖方于本条款和条件项下义务的客户条款。如客户条款的条文与订单的任何条文之间存在任何冲突, 买方有权在必要或适宜的范围内, 以客户条款的条文为准, 以解决此类冲突。

Seller shall ensure that its suppliers and sub-suppliers are bound to all of Buyer's requirements, including the Order, and Seller shall ensure that Buyer has the right and ability to enforce such terms with such suppliers and sub-suppliers. If requested by Buyer, Seller shall provide Buyer with proof of such Order and compliance to this section.

卖方须确保其供应商及次级供应商受包括订单在内的买方所有要求的约束, 及卖方须确保买方有权及能够对该等供应商及次级供应商强制执行有关条款。卖方须应买方要求向其提供该订单和遵守本条规定的证明。

21. Indemnification.

21. 弥偿。

(a) Infringement. Seller shall immediately notify Buyer of any actual or potential infringement that Seller reasonably expects to result from the combination of Buyer's products with Seller's Products. Should any of the Products hereunder become the subject of an actual or alleged infringement of any third-party Intellectual Property Right, Seller shall, in addition to its other obligations, at its own expense, either procure for Buyer the right to continue using the Products, replace or modify the same so that they become non-infringing, or refund to Buyer the full purchase price of the alleged infringing Products. In addition, Seller will defend, hold harmless and indemnify Buyer, its direct and indirect customers and their respective employees, officers, directors, contractors, agents, successors and assigns against any claims of actual or alleged direct or contributory infringement or inducement to infringe of any intellectual property right (including patent, trademark, copyright, moral, industrial design or other

proprietary rights, or misuse or misappropriation of trade secret) and resulting losses, costs, damages and expenses (including, without limitation, damages incurred from Buyer's customers, attorney and other professional fees and disbursements) relating to the Products or Services covered by the Order, including any claims in circumstances where Seller has provided only part of the Products or Services. Seller waives any claim against Buyer that any such infringement arose out of compliance with Buyer's specifications. Seller understands that any delay in production caused by intellectual property infringement may cause Buyer to incur damages from its customers. Seller indemnifies Buyer for any of these costs, fines, and damages.

(a) 侵权行为。如卖方合理预期买方的产品与卖方的产品相结合将导致任何实际或潜在的侵权行为，则其须立即通知买方。倘本条款和条件项下任何产品成为任何实际或声称侵犯任何第三方知识产权的标的，则卖方除承担自身的其他义务外，须自担开支为买方获取继续使用产品的权利以替换或改良前述产品，以使其不再侵权，或全额向买方退还所声称侵权产品的购买价。此外，卖方将就与订单所涵盖的产品或服务，针对任何实际或声称的直接或连带的侵权行为或诱发侵犯任何知识产权行为（包括专利、商标、版权、精神、个人工业设计或其他专有权利或者滥用或擅用商业秘密）的索赔，为买方、其直接及间接客户以及他们各自的员工、高级人员、董事、承包商、代理人、继任人及受让人抗辩并使前述人士免受因此产生的损失、讼费、损害赔偿及开支（包括但不限于买方客户、律师及其他专业人士费用及垫付款产生的损害赔偿）的损失并向前述人士做出弥偿，包括卖方仅提供部分产品或服务情况下的任何索赔。就为符合买方规格而产生的任何有关侵权行为，卖方放弃针对买方提出任何索赔。卖方理解，知识产权侵权产生的任何生产延迟可能导致买方招致来自其客户的损害赔偿。卖方就任何该等讼费、罚款及损害赔偿对买方做出弥偿。

(b) Activities on Buyer's Premises. Seller will defend, hold harmless, and indemnify Buyer, its direct and indirect customers and their respective employees, officers, directors, contractors, agents, successors and assigns from and against any liability, claims, demands, damages, costs or expenses (including, without limitation, reasonable attorney and other professional fees and disbursements) arising from or in connection with the performance of any service or work by Seller or its employees, agents, representatives and subcontractors on Buyer's or Buyer's direct or indirect customer's premises or the use of the property of Buyer or any direct or indirect customer of Buyer, except to the extent such liability arises out of the gross negligence or willful misconduct of Buyer or any direct or indirect customer of Buyer.

(b) 在买方场所的活动。卖方将就因卖方或其雇员、代理人、代表及分包商在买方或买方直接或间接客户处所履行任何服务或工作或使用买方或买方任何直接或间接客户的物业产生或与之有关的任何法律责任、索赔、要求、损害赔偿、讼费或开支（包括但不限于合理的律师及其他专业费用及垫付款），为买方、其直接及间接客户以及他们各自的员工、高级人员、董事、承包商、代理人、继任人及受让人抗辩，使前述人士免受损害并向前述人士做出弥偿，但有关责任是由买方或买方的任何直接或间接客户的重大疏忽或故意不当行为引起则除外。

(c) General. Seller will defend, hold harmless, and indemnify Buyer, its direct and indirect customers and their respective employees, officers, directors, contractors, agents, successors and assigns from and against any and all liability, claims, demands, damages, costs or expenses (including, without limitation, reasonable attorney and other professional fees and disbursements) arising from or in connection to Seller's representations, performance or obligations under the Order or under any legal theory related to the Products.

(c) 一般条款。卖方将就因卖方在订单下或涉及产品的任何法律理论项下的陈述、履约或责任产生或与之相关的任何及所有法律责任、索赔、要求、损害赔偿、讼费或开支（包括但不限于合理的律师及其他专业费用及垫付款），为买方、其直接及间接客户以及他们各自的员工、高级人员、董事、承包商、代理人、继任人及受让人抗辩，使前述人士免受损害并向前述人士做出弥偿。

(d) Buyer's Participation. Seller's obligation to defend, indemnify and hold harmless under this Section will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise. Buyer has the right to be represented by and actively participate through its own

counsel in the defense and resolution of any indemnification matters, at Seller's expense. The indemnification obligations of Seller set forth herein are independent of and in addition to any insurance and warranty obligations of Seller. The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the benefit of Seller under workers' compensation acts, occupational disease acts, disability benefits acts or other employee benefits acts.

(d) 买方参与。卖方在本条项下进行抗辩、做出弥偿及令买方免受损害的义务将适用，而不论有关索赔是否因侵权行为、疏忽、合约、保证、严格法律责任或其他引起。买方有权由自身的律师代表其及通过律师代表积极参与抗辩及解决任何弥偿事宜，有关费用由卖方承担。本条款和条件所载卖方弥偿义务独立于卖方任何保证及担保义务，并作为该等保证及担保义务的补充。本条项下的弥偿义务不应以任何方式因根据职工补偿法案、职业病法案、伤残抚恤金法案或其他职工福利法案应由卖方支付或为使其得益而应支付的损害赔偿、补偿或利益金额或类型的任何限制而受到限制。

22. Termination for Cause.

22. 因故终止。

Buyer may terminate all or any part of the Order, without liability to Seller, if Seller: (a) fails or threatens not to deliver Products or perform Services in connection with the Order; (b) delivers Products and/or Services that are defective or that do not conform to the Order; (c) repudiates, breaches or threatens to breach any of the terms and conditions of the Order; (d) fails upon request to provide Buyer with reasonable assurances of future performance; (e) is or becomes insolvent; (f) files a voluntary petition of bankruptcy or has filed against it an involuntary petition of bankruptcy; (g) executes an assignment for the benefit of creditors; (h) has commenced against its assets any receivership or like proceedings; (i) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of Products for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Seller; (j) requests an accommodation from Buyer, financial or otherwise, in order to meet its obligations under the Order; or (k) fails to remain competitive with respect to quality, technology, delivery and pricing of the Products. Seller shall notify Buyer within 10 days after entering into any negotiations that could lead to the situation specified in subsection (i) above, and upon Seller's request, Buyer will enter into an appropriate nondisclosure agreement related to information disclosed to Buyer in relation to such transaction. In the event of termination of the Order by Buyer for cause, Buyer shall not be liable to Seller for any amount, and, in accordance with Section 24 below, Seller shall be liable to Buyer for all indirect, direct, incidental, consequential, or other damages sustained by reason of the default which gave rise to the termination, including, but not limited to, excess costs incurred by Buyer as a result of obtaining the goods and services from another source.

如卖方：(a) 未能或威胁不就订单交付产品或履行服务；(b) 交付的产品和 / 服务存在瑕疵或不符合订单要求；(c) 拒绝、违反或威胁违反订单的任何条款和条件；(d) 未能按要求向买方提供未来履约的合理保证；(e) 已经或变得无力偿债；(f) 递交自愿破产呈请或向其提出非自愿破产呈请；(g) 为债权人的利益执行转让；(h) 开始针对其资产进行任何接管或类似法律程序；(i) 订立或要约订立包括出售其大部分资产在内的交易，以为买方生产产品，或将导致卖方控制权变更的合并、出售或交换股票或其他权益；(j) 要求买方提供资金或其他方面的通融，以履行订单项下的义务；或 (k) 未能在产品质量、技术、交货及定价方面维持竞争力，则买方可终止全部或任何部分订单，而无须对卖方承担任何责任。如卖方订立将导致出现上文第 (i) 分条中指明的情形的任何洽商，则其须在相关订立之后 10 天内通知买方，及买方将应卖方要求就有关交易订立与披露予买方的资料有关的适当的不披露协议。倘若买方因故终止订单，则其无须对卖方承担任何金额的责任，及根据下文第 24 条，卖方须就买方因违约而导致终止所蒙受的一切间接、直接、连带、相应而生或其他损害对买方负责，包括但不限于买方因自其他来源取得货物及服务而产生的超额成本。

23. Termination for Convenience.

23. 为便利终止。

In addition to any other termination or cancellation rights that it may have, Buyer may terminate the Order, in whole or in part, at any time or from time to time, for its sole convenience. Upon notice of such termination, Seller shall, unless otherwise directed by Buyer: (a) immediately stop all work and cause all

of its contractors and subcontractors to cease work on the portion of the Order so terminated and b) transfer title and deliver to Buyer the finished Products, 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 request, cooperate with Buyer in transitioning the production of Products to a different supplier, including activities described in Section 25. Upon termination by Buyer under this Section, Buyer will be obligated to pay only the following: (i) the Order price for all finished Products in the quantities ordered by Buyer that conform to the Order for which Seller has not been paid; (ii) Seller's reasonable actual cost of merchantable and useable work-in-process and the parts and materials transferred to Buyer under part (b) above; (iii) Seller's reasonable actual costs of settling claims regarding its obligations to its subcontractors required under the Order, to the extent directly caused by the termination, but limited to the amount of the firm quantities of Products and raw materials/components specified in material releases, delivery schedules, or similar instructions issued by Buyer and then currently outstanding; (iv) Seller's reasonable actual cost of carrying out its obligation under subsection (d), and (e) if applicable, and amounts due in connection with Transition of Supply under Section 25. Notwithstanding any other provision, 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, 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 material releases, delivery schedules or similar instructions issued by Buyer, or general administrative burden charges from termination of the Order. Buyer's obligation upon termination under this Section will not exceed the obligation Buyer would have had to Seller in the absence of termination. 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 and/or the applicable customer), its termination claim, which will consist exclusively of the items of Buyer's obligation to Seller that are expressly permitted by this Section. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim. 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, and any termination shall be without prejudice to any claims which Buyer may have against Seller. In the event of a termination of the Order by Buyer as a result of Buyer ceasing to be a supplier to its customer for the vehicle program in respect of which Buyer issued the Order, Buyer shall only be obligated to compensate Seller for any costs under this Section if, when and to the extent that Buyer's customer reimburses Buyer for such costs.

买方除拥有任何其他终止或取消权利外，可为其便利随时或不时终止全部或部分订单。收到有关终止通知后，除非买方另行指示，否则卖方应：(a) 立即停止与终止订单有关的一切工作并安排其所有承包商及分包商停止相关工作及 (b) 向买方转让及交付成品、在制品及卖方根据买方订购数量合理生产及取得且卖方不可用作自身或他人用途的零件及材料的所有权；(c) 核实和解决分包商就因终止直接产生的实际成本而提出的任何索赔，并确保回收分包商管有的材料；(d) 合理地采取必要的行动保护由卖方管有的买方在其中拥有权益的财产，直至自买方收到出售指示；及 (e) 按买方要求配合其将产品的生产转移到不同的供应商，包括第 25 条中所述活动。在买方根据本条终止后，买方仅有义务支付以下各项：(i) 尚未向卖方支付的符合订单的买方订购之数量的所有成品的订单价格；(ii) 上文第 (b) 部分项下已转让予买方的适销及可用在制品及零件和材料的卖方合理的实际成本；(iii) 卖方就其根据订单规定对其分包商所负义务相关索赔达成和解产生的合理实际成本（以因终止直接产生者为限），但仅限于目前尚未偿付的固定数量产品及买方发出的材料发运单、交货时间表或类似的指示中指明的原材料 / 部件的款项；(iv) 卖方履行其于第 (d) 及 (e)（如适用）分条项下的义务产生的合理实际成本，以及与第 25 条项下供应过渡有关的到期金额。尽管存在任何其他条文，买方将无义务且无需直接或因卖方的分包商提出索赔而就预期利润损失、未分摊间接费用、索赔利息、产品开发和工程费用、工具、设施和设备重新调整成本或租金、未摊销资本或折旧成本、卖方制造或采购的成品、在制品或原材料超出买方发出的材料发运单、交货时间表或类似指示中授权的数量之部分，或终止订单产生的一般行政负担费用而向卖方付款。终止后，买方于本节项下的义务将不超过倘无有关终止而原应对卖方承担的义务。卖方将于终止日期后一个月内（或买方客户和 / 或适用的客户可能要求的较短期间）向买方提供其终止索赔，但有关索赔仅包括本条明确允许买方对卖方承

担的义务。买方可在付款之前或之后审核卖方的记录，以核实卖方在终止索赔中要求的金额。如买方因卖方违约或违反事项终止订单或其部分，买方将不负有本条项下向卖方付款的义务，及任何终止不会损害买方可能针对卖方提出的任何索赔。倘若买方因其自身不再是其所发出订单的车辆项目客户的供应商而终止订单，则买方仅须在其客户就有关成本补偿买方之时（且以此为限）有义务根据本条就任何成本补偿卖方。

24. Remedies.

24. 补救措施。

The rights and remedies reserved to Buyer in each Order will be cumulative with and in addition to all other or legal or equitable remedies. Seller will reimburse Buyer for any indirect, direct, incidental, consequential or other damages (including lost profits) caused or incurred as a result of Seller's breach or by nonconforming Products and/or Services, including without limitation costs, expenses and losses incurred directly or indirectly by Buyer, its customer(s), and/or the applicable customer: (i) in inspecting, sorting, storing, reworking, repairing or replacing the nonconforming Products and/or Services; (ii) resulting from production interruptions; (iii) conducting recall campaigns, customer field service actions or other corrective service actions; or (iv) resulting from personal injury (including death) or property damage caused by the nonconforming Products and/or Services. Buyer's damages include reasonable attorneys' fees and other professional fees, settlements and judgments incurred by Buyer and other costs associated with Buyer's administrative time, labor, and materials. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming Products and will participate in and comply with warranty reduction or related programs of Buyer or, to the extent directed by Buyer, of Buyer's customer and/or the applicable customer(s) that relate to the Products. In any action brought by Buyer to enforce Seller's obligations in connection with the production or timely delivery of Products or transition of supply, or for possession of Buyer's Property, Seller acknowledges and agrees that monetary damages are not a sufficient remedy for any actual, anticipatory or threatened breach of the Order and that, in addition to all other rights and remedies that Buyer may have, Buyer shall be entitled to specific performance and injunctive equitable relief as a remedy for any such breach without posting of a bond, plus Buyer's reasonable attorneys' fees incurred in seeking such relief.

买方在各订单中保留的权利及补救措施将可累积且作为所有其他或法律或衡平法上的补救措施的补充。卖方将就因卖方违反行为或不合格产品和 / 或服务而导致或产生的任何间接、直接、连带、相应而生或其他损害（包括利润损失）而补偿买方，包括但不限于买方、其客户和 / 或适用的客户：(i) 在检验、分拣、储存、返工、修理或更换不合格产品和 / 或服务时；(ii) 起因于生产中断；(iii) 实施产品召回、客户现场服务行动或其他纠正服务行动；或 (iv) 起因于不合格产品和 / 或服务造成的人身伤害（包括死亡）或财产损失的直接或间接产生的成本、开支及损失。买方的损害包括买方招致的合理律师费用及其他专业费用、和解及判决费用以及与买方管理时间、人工和材料相关的其他费用。卖方将按买方要求就管理或处理不合格产品的保证退款订立单独的协议，及参与并遵守买方或（如买方做出指示）买方客户和 / 或与产品有关的适用客户的质量担保扣减或相关计划。在买方就生产或及时交付产品或供应过渡或为管有买方财产而提起以强制执行卖方义务的任何诉讼中，卖方确认且同意金钱损害赔偿并非任何实际、预期或可能违反订单的充足的补救措施，及除买方可能拥有的所有其他权利及补救措施外，买方有权获得强制履行令、禁制令及衡平法上的救济作为任何有关违反的补救措施，而无需缴付保证金，以及买方为寻求此类救济而产生的合理律师费用。

25. Transition of Supply.

25. 供应过渡。

In connection with the expiration or termination of the Order by either party, in whole or part, for any reason, Seller will cooperate in the transition of supply to an alternate supplier, including the following, which will collectively be referred to as "Transition Support":

就订单届满或由任何一方因任何理由全部或部分终止订单而言，卖方会配合将供应过渡至替代供应商，包括以下各项（将统称为“过渡支持”）：

- (a) Seller will continue production and delivery of all Products and Services as ordered by Buyer, at the prices, and other terms stated in the Order, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition to the alternate supplier(s), including, at Buyer's request, providing a sufficient inventory bank of Products covered by the Order, such that Seller's action or inaction causes no interruption in Buyer's ability to obtain Products and/or Services as needed;
- (a) 卖方将在买方合理需要的整个期间继续按订单中所述价格及其他条款生产及交付买方订购的所有产品和服务以完成向替代供应的过渡，而无任何溢价或附带其他条件，包括按买方要求提供订单所涵盖产品的充足库存，以使卖方的作为或不作为不会中断买方获得所需产品和 / 或服务的能力；
- (b) At no cost to Buyer, Seller will promptly provide all requested information and documentation regarding, and access to, Seller's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of Products and components;
- (b) 卖方将立即免费向买方提供有关卖方的制造过程（包括现场检验、物料清单数据、工具和工艺细节以及产品和部件的样品）的所有要求的资料及文件以及相关权限；
- (c) Seller will, subject to Seller's reasonable capacity constraints, provide special overtime production of Products and Services, storage and/or management of extra inventory of Products, extraordinary packaging and transportation and other special services as expressly requested by Buyer in writing.
- (c) 卖方将在受其合理能力限制的情况下，提供买方以书面方式明确要求的特别加班生产产品和服务、储存和 / 或管理额外的产品库存、特殊包装和运输及其他特殊服务。
- (d) Seller will, upon request by Buyer, promptly return to Buyer all Buyer's Property and/or Buyer's customer's property in the same condition as when it was originally received by Seller; and
- (d) 卖方将应买方要求立即向买方返还其状况与卖方最初收到时一致的全部买方财产和 / 买方客户的财产；及
- (e) If the transition occurs for reasons other than Buyer's termination of Seller for Seller's breach, Buyer will, at the end of the transition period, pay the reasonable, actual cost of the assistance under this Section 24 provided that Seller has advised Buyer in writing prior to incurring such amounts of its estimate of such costs. If the parties disagree on the cost of Transition Support, Buyer will pay the agreed portion to Seller, and Seller will accept the agreed portion without prejudice to Seller's right to seek to recover any disputed amounts.
- (e) 如买方并非因卖方出现违反行为而终止订单发生过渡，则买方将在过渡期间结束时支付第 24 条项下援助的合理实际成本，前提是卖方在预计产生该等金额的费用之前已书面通知买方。如双方并未就过渡支持的费用达成一致，则买方将向卖方支付议定部分的费用，及卖方将在不损害其寻求追讨任何争议款项的权力的前提下接受议定部分的费用。

26. Service and Replacement Parts.

26. 修理用零件和替换零件。

During the term of the Order and for five years after a vehicle program concludes production or the production on a specific part concludes (unless a different period is agreed in writing by the parties), Seller will supply Buyer's written "replacement parts" and "service parts" orders for the same Products, component parts and materials at the price(s) set forth in the Order plus any actual cost differential for special packaging. If the Products are systems or modules, Seller will sell each component or part at a price that does not, in the aggregate, exceed the system or module price specified in the Order, less assembly costs, plus any actual cost differential for packaging. For an additional ten years, or so long as the Buyer's customer and/or the applicable customer requires service parts, whichever is longer (or a different period if agreed in writing by the parties), Seller will sell Products to Buyer in order to fulfill Buyer's past model service and replacement parts requirements, at price(s) based on the most recent price(s) under the Order, taking into account actual, documented differences in the cost of materials, packaging, and costs of production after any of Buyer's current model purchases have been completed, as mutually and reasonably agreed by the parties. At Buyer's request, Seller will make service literature and other materials available at no additional charge to support Buyer's service part sales activities. Unless otherwise expressly agreed in writing by an authorized representative of Buyer or Buyer removes tooling from Seller necessary for the production of service parts, Seller's obligations under this Section 25 shall survive termination or expiration of the Order for any reason.

在订单期限内及车辆项目结束生产或特殊零件生产结束后五年（除非双方以书面方式议定不同的期限），卖方将按订单中所载价格加上任何特殊包装的实际成本差额，向买方供应相同产品、零部件及材料的书面“替换零件”及“修理用零件”订单。如产品为系统或模块，则卖方将按合共不超过订单中指明的系统或模块价格减去装配成本加上任何包装实际的成本差异的价格出售各组件或零件。就额外的十年或只要买方客户和 / 或适用的客户要求供应修理用零件（以时间较长者为准）（或双方以书面方式议定的不同期间），卖方向买方出售产品以履行买方过去的建模服务和更换零件的要求，相关价格乃基于订单项下最新价格并计及在任何买方最近建模购买完成后材料、包装成本以及生产成本的实际的可以证明的由双方合理同意的差额。卖方将应买方要求提供服务知识库及其他可提供的材料以支持买方修理用零件销售活动，而不收取额外费用。除非买方授权代表另行以书面方式明确同意或买方从卖方处移除生产修理用零件所需的工具，否则卖方在本第 25 条项下的义务将在以任何理由终止订单或订单届满后存续。

27. Buyer's Limited Liability.

27. 买方有限的责任。

Buyer's sole liability, if any, under the Order (including its termination, expiration or cancellation) is to pay any specific termination related amounts in accordance with these terms. IN NO EVENT SHALL BUYER BE LIABLE TO SUPPLIER FOR ANTICIPATED OR LOST PROFITS, INTEREST, PENALTIES OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR EXEMPLARY DAMAGES OR LIABILITIES IN CONNECTION WITH THE ORDER, WHETHER FOR BREACH OF CONTRACT, TORT LIABILITY, LATE PAYMENT, PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, OR DEATH OR OTHERWISE.

买方在订单下唯一的法律责任（如有）（包括订单终止、届满或取消）是根据本条款支付任何特定的终止相关款项。在任何情况下，买方均无须就与订单有关的预期利润损失、利息、罚款或附带、相应而生、惩罚性、多重性或惩戒性损害赔偿或责任对供应商负责，无论是因违约、侵权责任、逾期付款、财产损害、人身伤害、疾病或死亡或其他原因。

28. Relationship of Parties.

28. 双方的关系。

Buyer and Seller are independent contractors, and nothing in the Order makes either party the employee, agent, or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party. Buyer is not responsible for any obligation with respect to the employees, agents or legal representatives of Seller or its contractors.

买卖双方是独立的承包商，订单中的任何规定均不导致一方就任何目的而言成为另一方的员工、代理人或法律代表。任何一方均无权代表另一方承担或产生任何义务。买方不对卖方或其承包商的员工、代理人或法律代表的任何相关责任负责。

29. Severability; No Implied Waiver.

29. 可分割性；无默认豁免。

The failure of either party at any time to enforce any right or remedy provided in the Order or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy. Any attempt on the part of Seller to limit Buyer's remedies and the amount and types of damages it may seek shall be null and void. A finding that any provision of the Order is invalid or unenforceable in any jurisdiction will not affect the validity or enforceability of any other provision of the Order or the validity or enforceability of that provision in any other jurisdiction. Any provision that is found to be invalid shall be amended to the limited extent to make valid while still accomplishing the intent of the original provision.

在特定情况下，一方在任何时候未行使订单或法律规定的任何权利或补救措施不得被视为在之后的情况中放弃该权利或补救措施或放弃任何其他权利或补救措施。卖方限制买方可能寻求的补救措施以及损害赔偿款额及类型的任何企图均属无效。裁定订单任何条文在任何司法管辖区无效或不可执行，并不影响该订单的任何其他条文的有效性或可强制执行性或该条文在任何其他司法管辖区的有效性或可强制执行性。被裁定无效的任何条文须在实现原条文意图的同时仅对其进行能令其生效的修改。

30. Compliance with Laws.

30. 遵守法律。

Seller, and any Products and/or Services provided by Seller, shall comply with all applicable rules, regulations, orders, conventions, ordinances and standards, including without limitation (i) in relation to the manufacture, labeling, transport, import, export, licensing, approval or certification of the Products and/or Services, (ii) laws relating to competition, corporate governance, taxation, financial disclosure, 卖方及其提供的任何产品和 / 或服务须遵守一切适用的规则、法规、命令、惯例、条例及标准, 包括但不限于 (i) 有关产品和 / 或服务的制造、标签、运输、进口、出口、发牌、批准或认证的相关规定; (ii) 与竞争、公司治理、税务、财务披露、environmental matters, hiring, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety and motor vehicle safety, and (iii) anti-corruption and anti-bribery laws The Order incorporates by reference all clauses required by these laws. 环境事宜、雇用、工资、工时和雇用条件、分包商选择、歧视、职业健康或安全以及机动车安全有关的法律; 及 (iii) 反腐败和反贿赂法律。订单藉提述纳入该等法律所要求的所有条款。

31. Taxes.

31. 税务。

Unless prohibited by law or otherwise stated on the Order by the use of an Incoterm2020, the Seller shall pay all applicable taxes, transportation or other tax, including but not limited to customs duties and tariffs, which is required to be imposed on the goods and services ordered, or by reason of their sale or delivery. 除法律禁止或藉使用《国际贸易术语解释通则 2020》在订单中另有规定, 否则卖方须支付所有适用的税务、运输税或其他税项, 包括但不限于对订购的货物和服务或因销售或交付货物和服务而被要求征收的各项关税。

32. Assignment.

32. 转让。

The Order is issued to the Seller in reliance upon the Seller's personal performance of the duties imposed. The Seller agrees not to, in whole or in part, assign or delegate its obligations or rights under the Order without the prior written consent of the Buyer. Any such assignment or delegation without the prior written consent of the Buyer, at the option of the Buyer, shall effect a cancellation of the Order. Any consent by the Buyer to an assignment shall not excuse Seller from all responsibility for the Products, including warranty obligations, and shall not be deemed to waive Buyer's right to recoup from Seller and/or its assigns for any claim arising out of the Order. Upon notice to Seller, Buyer shall be entitled to assign or delegate any obligation or right under the Order to any third party.

订单乃基于卖方个人履行所施加的职责而签发给卖方。卖方同意, 未经买方事先书面同意, 不会转让或转授其于订单项下全部或部分义务或权利。如未经买方事先书面同意进行任何有关转让或转授, 买方可选择取消订单。买方同意任何转让并不豁免卖方对产品负有的一切责任, 包括保证义务, 且不得视为放弃买方就因订单产生的任何索赔而向卖方和 / 或其受让人追偿的权利。向卖方发出通知后, 买方有权向任何第三方转让或转授订单项下的任何义务或权利。

33. Environmental and Social Responsibility.

33. 环境和社会责任。

Buyer recognizes the importance of environmental responsibility and Buyer's goal is to protect the environment by meeting legal and other requirements and to strive for continual improvement in its environmental performance. During the process of product development, the overall requirements of environmental responsibility are to be implemented in a manner appropriate to each specific component. To achieve high process environmental performance, Seller shall introduce and maintain an effective environmental system including such elements as using raw materials which are suitable for recycling (when available), designing Products according to weight saving principles with a view to reducing fuel consumption and emission in the use phase and minimizing exhaust, noise, and solids emissions during the production, use and recycling phases according to state-of-the-art technologies.

买方确认环境责任的重要性及买方的目标是通过满足法律和其他要求来保护环境，并努力持续提升其环境绩效。在产品开发过程中，环境责任的总体要求以适合每个具体组成部分的方式加以执行。为在过程中达致较高的环境绩效，卖方须引进并维持有效的环境体系，包括如使用适合回收利用的原材料（如可用）；根据减轻重量原则设计产品，以在使用阶段降低油耗和排放，并根据最先进的技术，在生产、使用和回收阶段最大限度地减少废气、噪音和固体的排放等因素。

Buyer's and Seller's corporate activities shall take account of the social responsibility to employees and society as a whole by following principles such as:

买卖双方的企业活动须遵循以下原则，考虑到对员工和整个社会的社会责任：

- Preservation of human dignity, ban on child and forced labor,
· 维护人类尊严，禁止童工和强迫劳动；
- Implementation of equal opportunities and family-friendly policies,
· 推行平等机会和家庭友好政策；
- No discrimination on the basis of religion, origin, nationality, age, handicap, or gender,
· 不因宗教、原籍地、国籍、年龄、残疾或性别而歧视；
- Maintenance of adequate social working conditions,
· 维持适当的社会工作条件；
- Positive and negative freedom of association,
· 积极和消极的结社自由；
- Maintenance of employability by basic and advanced training,
· 通过基础和进阶培训维持就业能力；
- Responsible action by all personnel in relation to the environment, and
· 所有人员就环境问题采取负责任的行动；及
- Compliance with current laws and regulations.
· 遵守现行法律法规。

34. Ingredients and Hazardous Materials.

34. 成分及危险材料。

If Buyer requests, Seller will promptly furnish to Buyer, in such form and detail as Buyer directs: (a) a list of all ingredients in the Products, (b) the amount of all ingredients, and (c) information concerning any changes in or additions to the ingredients. Before, and together with, the shipment of the Products, Seller will furnish to Buyer and all carriers sufficient written warning and notice (including appropriate labels on the Products, containers and packing) of any hazardous or restricted material that is an ingredient or a part of any of the Products, together with all special handling instructions, safety measures and precautions as may be necessary to comply with applicable law, to inform Buyer and all carriers of any applicable legal requirements and to advise carriers, Buyer and their employees how to take appropriate measures while handling, transportation, processing, using or disposing of the Products, containers and packing. Seller shall comply with all applicable governmental and/or local laws and regulations pertaining to product content and warning labels. Upon Buyer's request, Seller will certify to Buyer in writing the origin of any ingredients or materials in the Products. Seller will promptly provide, in writing, any information regarding the Products requested by Buyer so that Buyer may comply in a timely manner with reporting requirements under applicable law with respect to consumer protection, "conflict minerals" or similar materials or ingredients, if any.

卖方将应买方要求按其指示的形式及具体内容从速向买方提供：(a) 产品中所有成分的清单；(b) 所有成分的含量；及 (c) 有关成分的任何变化或添加的信息。在产品出货之前及在出货的同时，卖方将向买方和所有承运商提供属于任何产品的成分或一部分的任何危险或受限制材料的充分书面警告和通知（包括在产品、集装箱和包装上的适当标签）以及遵守适用法律可能所需的所有特殊操作说明、安全措施和注意事项，以告知买方和所有承运人任何适用的法律要求，及建议承运人、买方及其员工在处理、运输、加工、使用或处置产品、集装箱和包装时如何采取适当措施。卖方须遵守所有有关产品内容和警告标签的适用政府和 / 或地方法律法规。卖方将应买方要求向其核证产品中任何成分或材料的来源。卖方将从速提供买方

要求的有关产品的任何信息，以便买方可及时遵守与消费者保护、“冲突矿产”或类似材料或成分（如有）有关的适用法律项下的报告义务。

35. Governing Law.

35. 管辖法律。

The Order shall be governed and construed under the laws of the People's Republic of China without regard to the conflicts of laws or principles thereof that would otherwise require the application of the law of any other jurisdiction.

订单受中华人民共和国法律管辖并按其解释，不考虑需要适用任何其他司法管辖区法律时产生的法律或原则冲突。

36. Battle of the Forms Inapplicable.

36. 不适用格式之争。

The Parties have agreed, and it is their intent the “Last-Shot Rule” and/or “Knock-out Rule” shall not apply to this Agreement or to any quotation, invoice, acceptance form or other document of Seller relating to this Agreement. It is the parties' intent this Agreement shall exclusively control the relationship of the parties, and in the event of any inconsistency between any quotation, invoice, acceptance form or other document sent by Seller to Buyer, this Agreement shall control.

双方同意及双方的意图是，“最后一击规则”和/或“击倒规则”不适用于本协议或与本协议有关的卖方的任何报价、发票、验收单或其他文件。双方的意图是，双方之间的关系受本协议完全控制，及倘卖方发送给买方的任何报价、发票、验收单或其他文件之间存在任何不一致之处，概以本协议为准。

37. Claims by Seller.

37. 卖方提出索赔。

Any legal action or arbitration proceeding by Seller under the Order must be commenced no later than one (1) year after the breach or other event giving rise to Seller's claim occurs, or after Seller becomes aware of the existence (or facts and circumstances giving rise to the existence) of such claim, whichever occurs first.

卖方根据订单提起的任何法律诉讼或仲裁程序必须不迟于导致卖方提出索赔的违约或其他事件发生后一（1）年，或在卖方获悉有关索赔的存在（或导致存在索赔的事实及情况）（以先发生者为准）后展开。

38. Dispute Resolution.

38. 解决争议。

Buyer and Seller will first endeavor to resolve through good faith negotiations any dispute arising under or relating to the Order and/or the Order or the relationship of the parties. If a dispute cannot be resolved within a reasonable time through good faith negotiations, the parties agree that any claim or dispute between them or against any agent, employee, successor, or assign of the other, whether related to this agreement or otherwise, and any claim or dispute related to this agreement or the relationship or duties contemplated under this contract, including the validity of this arbitration clause, shall be resolved by binding arbitration in accordance with the arbitration rules of the China International Economic and Trade Arbitration Commission. The arbiter's ruling shall be valid in all courts with jurisdiction. The arbitration shall be held in Shanghai and conducted by arbitrators agreed upon by both parties.

买卖双方将尽力首先通过诚信协商解决因订单和/或双方之间的关系引起或与之有关的任何争议。如无法在合理时间内通过诚信协商解决争议，双方同意，双方之间的或针对另一方任何代理人、员工、继任人或受让人的任何索赔或争议（不论是否与本协议或其他文件相关），以及与本协议或本合同项下的预期关系或职责（包括本仲裁条款的有效性）相关的任何索赔或争议，应根据中国国际经济贸易仲裁委员会的仲裁规则进行有约束力的仲裁予以解决。仲裁裁决在所有具有司法管辖权的法院均有效。仲裁须由双方同意的仲裁员在上海进行。

39. Controlling Language.

39. 控制语言。

These Terms and Conditions have been written in both the Chinese and English language. To the extent that there is any conflict between these two languages, the Chinese language shall prevail.

本条款和条件的语言为中文及英文。如中文与英文之间存在任何冲突，概以中文为准。

<u>Revision</u>	<u>Date</u>	<u>Change Summary</u>	<u>Approval</u>
000	January 15, 2021	Initial Release	Scott Ryan – Vice President and General Counsel Joe Matthews – Vice President of Purchasing Bruce Pan – General Manager, Gentex (Shanghai) Electronics Technology Co, Ltd.

<u>修订</u>	<u>日期</u>	<u>修改摘要。</u>	<u>批准</u>
000	2021 年 1 月 15 日	初版	Scott Ryan - 副总裁兼总法律顾问 Joe Matthews - 采购副总裁 Bruce Pan - 镜泰（上海）电子技术有限公司总经理