

General Terms and Conditions of Business (GTC)

(Version: 01.07.2020) – Chinese)

通用业务条款和条件（通用条款和条件）

（日期：2020.07.01，中文版）

1. SCOPE 范围

1.1 These GTCs shall apply for all contracts and business relationships, including future contracts and business relationships, relating to the manufacture, processing and delivery of products and/or the provision of services with and for the following KIRCHHOFF Group companies:

本通用条款和条件应适用于与以下奇昊集团公司之间与产品制造、加工和交付和/或服务相关的所有合同和业务关系，包括将来的合同和业务关系：

- Germany: KIRCHHOFF Automotive GmbH, KIRCHHOFF Automotive Deutschland GmbH, KIRCHHOFF Witte GmbH;
德国：KIRCHHOFF Automotive GmbH、KIRCHHOFF Automotive Germany GmbH、KIRCHHOFF Witte GmbH;
- Hungary: KIRCHHOFF Hungária Kft.;
匈牙利：KIRCHHOFF Hungária Kft.;
- Ireland: KIRCHHOFF Ireland Ltd.;
爱尔兰：KIRCHHOFF Ireland Ltd.;
- Romania: KIRCHHOFF Automotive Romania SRL;
罗马尼亚：KIRCHHOFF Automotive Romania SRL;
- Poland: KIRCHHOFF Polska Sp. z o.o.;
波兰：KIRCHHOFF Polska Sp. z o.o.;
- Portugal: KIRCHHOFF Automotive Portugal S.A.;
葡萄牙：KIRCHHOFF Automotive Portugal S.A.;
- Spain: KIRCHHOFF Espana S.L.U.;
西班牙：KIRCHHOFF Espana S.L.U.;
- China: KIRCHHOFF Automotive Suzhou Co. Ltd., KIRCHHOFF Automotive Shenyang Co. Ltd.
中国：奇昊汽车系统（苏州）有限公司、沈阳奇昊汽车配件有限公司。

(hereinafter "Purchasers").

（以下简称“买方”）。

1.2 The below terms shall be defined as follows for the purposes of these GTCs:

就本通用条款和条件而言，以下术语的定义如下：

- "Suppliers" are all natural and legal persons from which the Purchaser orders services or deliveries.
“供应商”指买方向之订购服务或交货的所有自然人和法人。
- "Supply Contracts" are all sales contracts, delivery contracts and contracts for works and services.
“供应合同”指所有销售合同、交货合同以及工程和服务合同。

- The Purchaser and Supplier together are the "Parties."
买方和供应商合称为“双方”。
- “Contractual Products” are all materials, parts, components and services specified in the Purchaser’s Purchase Order, Scheduling Agreement or Framework Agreements.
“合同产品”是指买方的采购订单、计划协议或框架协议中规定的所有材料、零件、部件和服务。
- “Affiliated Companies” are affiliated companies in terms of § 15 of the German Stock Corporations Act (AktG) which shall particularly include those companies in which a party holds a majority of shares, those which hold a majority of shares in the party and companies which are under the party’s direct or indirect control, or which exercise direct or indirect control over the party.
“关联公司”是指《德国股份公司法》第 15 条规定的关联公司，特别是包括一方持有大多数股份的公司、一方持有多数股份并直接或间接控制所属公司的公司，或是直接或间接控制该缔约方的公司。

1.3 Any commercial relationship between the Purchaser and the Supplier (i.e. Purchase Orders, Delivery Call-offs, etc.) shall be governed by these GTC and the following documents in the respectively valid and current version which can be found under “Downloads” in the purchasing submenu of the Purchaser’s website (<https://www.kirchhoff-automotive.com/company/purchasing/downloads/>). They are binding for the Supplier and the Supplier has to fully conform with any regulations set forth in these GTC and the referenced documents. Any deviation thereof has to be agreed in writing between the Purchaser and the Supplier.

买方与供应商之间的任何商业关系（即采购订单、交付取消令等），均应受本通用条款和条件以下文件的约束，各份文件的有效及现行版本可在买方网站（<https://www.kirchhoff-automotive.com/company/purchasing/downloads/>）的采购子菜单中的“下载”栏中浏览。该等文件对供应商具有约束力，供应商必须严格遵守该等通用条款和条件及前述文件中的任何规定。若与该等规定不一致的，买方和供应商必须以书面形式达成一致。

- *KIRCHHOFF Automotive Code of Conduct /KIRCHHOFF Automotive Code of Coduct Supplier Supplement*
《奇昊汽车行为准则/《奇昊汽车行为准则供应商附录》
- *Information security guidelines for suppliers of KIRCHHOFF Automotive*
《奇昊汽车供应商信息安全指引》
- *KIRCHHOFF Automotive Quality Assurance Guideline for Suppliers*
《奇昊汽车供应商质量保证指南》
- *KIRCHHOFF Automotive Logistics Manual for Suppliers*
《奇昊汽车供应商物流手册》

1.4 **General terms and conditions of business or regulations of the Supplier are and shall not be a part of the agreement between the Purchaser and Supplier, even if the Purchaser does not expressly object thereto.**

即便买方未明确表示反对，供应商的通用业务条款和条件或规定不得且不应作为买方与供应商协议的一部分。

2. ORDERING SYSTEM, PERFORMANCE OF SUPPLY CONTRACTS, TERMINATION 订购系统、供应合同的履行、终止

2.1 In general, and unless otherwise agreed in any individual case, the Purchaser orders on the basis of Scheduling agreements and Scheduling agreement releases according to the

following system:

一般而言，除非在具体情况下另有约定，否则买方将根据以下制度基于计划协议和计划协议释放下达订单：

- The Purchaser shall notify the Supplier at regular intervals, in the form of Scheduling agreements and Scheduling agreement releases, of the supply quantities which are expected to be required in the periods cited in those notices. 买方应定期以计划协议和计划协议释放的形式向供应商告知其预期在通知所载期限内需要的供应量。
- Scheduling agreements shall serve exclusively to facilitate capacity planning for the Supplier and shall be non-binding for the Purchaser. The Supplier shall be required to ensure capacity for the quantities specified in the Scheduling agreements. 计划协议应专门用于完善供应商的产能规划，且对买方无约束力。供应商需确保其有能力生产计划协议载明的数量。
- Scheduling agreement releases shall serve to effect the actual and legally binding release of quantities, whereby the following system shall be applied, in the form of production and material go-aheads:
计划协议释放应用于实现实际且具有法律约束力的数量释放，具体通过下述生产先行和材料先行的形式实现：
 - Production go-ahead: the quantities cited in the Scheduling agreement releases shall be binding for a period of 4 (four) weeks. The period shall commence on the date the scheduling agreement release is created and shall continue progressively daily for the period indicated above, unless a new scheduling agreement release is issued. The Purchaser shall be required to accept these quantities.
生产先行：计划协议释放中载明的数量的有效期为 4（四）周。该期限自计划协议释放创建之日起算，并且应在上述期限内每日递增，直至发布新的计划协议释放为止。买方需接受该等数量。
 - Material go-ahead: the Supplier shall be entitled to purchase raw materials and parts for the quantities cited in scheduling agreement releases for 10 (ten) weeks from the date on which the scheduling agreement release was generated. The period shall commence on the date the scheduling agreement release is created and shall continue progressively daily for the period indicated above, unless a new scheduling agreement release is issued. If delivery of the relevant quantities is not accepted by the Purchaser, the Purchaser shall be required to purchase raw materials and parts which were purchased for the period of the material go-ahead at a reasonable price. However, this shall only be the case if and insofar as the Supplier is demonstrably unable to use the raw materials and/or parts in another way.
材料先行：自计划协议释放生成之日起 10（十）周内，供应商有权按照计划协议释放所载数量购买原材料和零件。该期限自计划协议释放创建之日起算，并且应在上述期限内每日递增，直至发布新的计划协议释放为止。如买方不接受相关数量产品的交付，则应以合理的价格购买在材料先行期间采购的原材料和零件。但前提是供应商能够证明其无法以其他方式使用原材料和/或零件。
 - Quantities in scheduling agreement releases beyond the period of the production and material go-ahead shall not be binding. The Purchaser shall not be required to purchase such quantities.
计划协议释放中生产先行期和材料先行期之外的数量无约束力。买方无须购买该等数量。

2.2 Independently of the above system, the Purchaser may also place individual Purchase Orders with the Supplier. Accordingly, binding supply contracts shall also be established when Purchase Orders are placed by the Purchaser and accepted by the Supplier.

除上述制度外，买方还可另行向供应商下达采购订单。相应地，买方下达采购订单并被供应商接受的，双方应签订有约束力的供应合同。

- 2.3 **Scheduling agreement releases and Purchase Orders shall be considered to be accepted by the Supplier if the Supplier fails to object thereto within 3 (three) workdays (Monday through Friday) or commences execution of the Scheduling agreement release or Purchase Order.** The Purchaser shall also be entitled to revoke scheduling agreement releases and purchase orders which have yet to be accepted by the Supplier.
如果供应商未在 3（三）个工作日（周一至周五）内提出异议或开始执行计划协议释放或采购订单，则视为供应商接受计划协议释放和采购订单。买方还有权撤销尚未被供应商接受的计划协议释放和采购订单。
- 2.4 Binding Scheduling agreement releases, Purchase Orders and acceptances may be issued in writing or by EDI, web-EDI or e-mail.
有约束力的计划协议释放、采购订单和接受可通过书面形式或电子数据交换（EDI）、Web-EDI 或电子邮件发布。
- 2.5 **The Purchaser may request changes to Supply Contracts to the extent that such changes are reasonable for the Supplier.** This shall particularly include changes to ordered quantities and to the place and time of delivery or the place and time at which the services are to be provided. The Parties shall reach a mutual agreement concerning distribution of the costs arising from such change requests.
买方可请求对供应合同作出对供应商而言合理的变更。包括变更订购数量、交货地点和时间或提供服务的地点和时间。双方应就该等变更请求引发成本的分摊达成一致。
- 2.6 **The Purchaser shall be entitled at any time to ask the Supplier to make changes to the design and specifications of the delivery object, to the extent that changes are reasonable for the Supplier.** Any consequences resulting from such changes, particularly with regard to higher or lower costs and delivery dates, shall be arranged between the Parties by mutual agreement. Changes planned by the Supplier must be reported to the Purchaser and shall require written approval from the Purchaser prior to the implementation thereof.
买方有权随时请求供应商对交付标的之设计和规格作出对供应商而言合理的变更。该等变更所产生的任何后果（特别是成本增加或降低以及交货日期变更）应由双方通过协议进行安排。供应商规划的变更必须向买方报告，且必须在实施之前获得买方书面批准。
- 2.7 Existing Supply Contracts may be terminated through extraordinary termination for important reason. The Purchaser shall also be entitled to exercise ordinary termination of such contracts, observing a reasonable notice period. This shall also apply for fixed-term contractual relationships.
现有的供应合同可能由于重要原因特别终止。买方还有权在合理的通知期限后对该等合同行使一般终止的权利。前述规定同样适用于固定期限的合同关系。
- 2.8 If a petition is filed for the initiation of insolvency proceedings concerning the Supplier's assets, the Purchaser shall be entitled to withdraw from the contract with respect to contractually owed performances which have yet to be rendered and/or request damage compensation. The Purchaser shall also have a right of termination for Supply Contracts in the event that the Purchaser's customer discontinues the relevant project and/or suspends purchase of parts for whose production the Purchaser is purchasing services from the Supplier.
如果任何人针对供应商的资产提出启动破产程序的申请，则买方有权就尚未完成的履行退出合同和/或要求损害赔偿。如果买方的客户停止相关项目和/或暂停购买零件，而买方当前是为该客户的生产向供应商购买服务，则买方有权终止供应合同。

3. DELIVERY, PACKAGING, CUSTOMS

交付、包装、通关

- 3.1 Unless otherwise agreed, delivery shall be free domicile, including packaging, insurance and customs (DDP Incoterms 2020), to the address specified by the Purchaser, whereby the Supplier shall bear all costs and risks until the goods are delivered to the Purchaser.
除非另有协议，否则供应商应于买方指定地址交货，包括包装、保险和通关（DDP（完税后交货），2020年国际贸易术语），在货物交付买方之前，所有成本和风险应由供应商承担。
- 3.2 A delivery note shall be issued for each delivery, which shall include the order/release number, the order/release date, the article number and description, the quantity, the weight (gross/tare weight), the supplier number and the Supplier's address.
供应商应为每次交货出具交货单，其中应包括订单/释放编号、订单/释放日期、商品编号和描述、数量、重量（毛重/皮重）、供应商编号和供应商地址。
- 3.3 Unless otherwise agreed, the Supplier shall be responsible for handling import and export procedures and shall be required to obtain the documents and information necessary for shipment and customs as well as paying customs. In addition, the Supplier shall be required to provide the Purchaser with all of the information listed below and the Supplier shall specify this information in the offers, release and order confirmations and invoices thereof:
除非另有约定，否则供应商应负责办理进出口手续，并应获取装运和清关所需文件和信息，并支付清关费用。此外，供应商应向买方提供下述所有信息，并应在要约、释放、订单确认书和发票中载明该等信息：
- the export control classification number pursuant to Annex AL to the Foreign Trade Ordinance or comparable items in applicable export control classification lists;
《对外贸易条例》附件 AL 项下的出口管制分类编号，或适用的出口管制分类清单中的类似项目；
 - for US goods, the *Export Control Classification Number* (ECCN) pursuant to the *US Export Administration Regulations* (EAR);
对于美国商品而言，依据《美国出口管理条例》（EAR）的出口管制分类号码（ECCN）；
 - the non-preferential origin of its goods and components of its goods, including technology and software;
商品及其组成部分（包括技术和软件）的非优惠原产地；
 - whether the goods were shipped through the US, manufactured or stored in the US or made using US technology;
货物是否经由美国运输、在美国制造或储存或使用美国技术制造；
 - the commodity code (HS code) of its goods; and
商品编码（《商品名称及编码协调制度》代码）；及
 - a contact person within its company to provide clarification if the Purchaser has any questions.
买方有任何疑问时，供应商内部负责澄清的联系人。

At the Purchaser's request, the Supplier shall be required to communicate all other foreign trade information about its goods and their components to the Purchaser in writing and to notify the Purchaser of all changes to the above information in writing without delay, prior to delivery of the relevant goods.

应买方的要求，供应商应在交付货物之前，将有关其货物及货物组成部分的所有其他外贸信息以书面形式通知买方，并在交付相关货物前不加延误地以书面形式通知买方上述信息的所有变更。

- 3.4 Each delivery of raw materials shall include an inspection certificate for the materials.
每次交付原材料时，均应随附材料检验证书。

- 3.5 The Supplier shall also be required to adhere to the provisions of the "KIRCHHOFF Automotive Logistics Manual for Suppliers" in the version specified in Section 1.3 hereof.
供应商还应遵守本文第 1.3 款所述《奇昊汽车供应商物流手册》的规定。
- 3.6 In order to ensure timeliness, the Supplier shall be required, at the Purchaser's request, to maintain a permanent buffer storage which shall comprise at least the amount of the Purchaser's average monthly requirement. The monthly requirement shall either be taken from the relevant Scheduling agreement or calculated based on the Supplier's past orders.
为了确保及时交货，应买方的要求，供应商应维持至少包含买方月均需求量的固定预留库存。每月需求量应从相关计划协议中获取或根据供应商的历史订单计算。

4. DELIVERY DATES 交货日期

- 4.1 The agreed-upon delivery dates and periods shall be binding. Adherence to delivery dates or deadlines shall be determined by the date on which the delivery of Contractual Products arrives at the domicile of the company which placed the order or the recipient designated thereby.
约定的交货日期和期限具有约束力。是否遵循交货日期或截止日期，应根据合同产品到达下单公司或其指定收件人住所的日期予以确定。
- 4.2 If it was agreed, at variance with Section 3.1 hereof, that the Purchaser is to pick up the goods at the cost thereof, the Supplier shall be required to confirm availability of the ordered goods to the Purchaser at least 2 workdays (Monday through Friday) prior to expiration of the delivery deadline, by e-mail to e-mail address specified by the Purchaser, and to make the goods available for pick-up, including packaging.
如果双方约定，与本通用条款和条件第 3.1 条的规定有所不同，而由买方自担成本提取货物，则供应商最迟应在交货期届满前 2 个工作日（周一至周五）通过向买方指定邮箱地址或电子邮件以确认订购货物可用，并使货物处于可提取状态包括包装。
- 4.3 **The Purchaser may postpone agreed-upon delivery dates by up to 3 (three) months without entitling the Supplier to change the prices of Contractual Products or request reimbursement or damage compensation.** In such cases, the Purchaser shall notify the Supplier of any changes in delivery dates as soon as possible.
买方最多可将约定的交货日期推迟 3（三）个月，而供应商无权更改合同产品的价格或要求补偿或赔偿损失。 此种情况下，买方应将交货日期的任何变化尽快通知供应商。
- 4.4 If the danger exists that a delivery date will be exceeded, the Supplier shall be required to notify the Purchaser thereof immediately after obtaining knowledge thereof. In such case, the Purchaser shall be entitled to designate the most suitable mode of shipment. **The Supplier shall bear all additional shipping costs which may accrue.**
如果存在逾期交货的风险，供应商应在获悉该等风险后立即通知买方。此种情况下，买方有权指定最合适的运输方式。**供应商应承担所有可能发生的额外运输费用。**
- 4.5 Early, partial and excess deliveries shall require the Purchaser's consent. Without such consent, the Purchaser may refuse to accept the delivery and may instead keep it in storage or ship it back at the Supplier's cost.
提前、部分和超量交付应征得买方同意。未经同意的，买方可拒绝收货，而可将其存在仓库或运回货物，相关费用由供应商承担。

5. DEFAULT 违约

- 5.1 **The Supplier shall be required to compensate all damages arising to the Purchaser as a result of late delivery.**
供应商应赔偿因交货延迟而给买方造成的所有损害。

- 5.2 **If the Supplier is in default, the Purchaser shall be entitled to request a contractual penalty from the Supplier. The amount of the contractual penalty shall be 0.3% the value of the relevant delivery or service for each workday (Monday through Friday) of default, but no more than 5% of the total value of the relevant delivery or service. At variance with the above provision, if the Purchaser and the Supplier are domiciled in the same country outside of Germany, the amount of the contractual penalty shall be 3% of the value of the relevant service or delivery per workday of default. The Supplier shall be free to demonstrate that no damages occurred to the Purchaser or that the damages were lower than the contractual penalty. The Purchaser reserves the right to demonstrate higher damages. In such case, the Purchaser shall be entitled to assert such higher default damages in full. The contractual penalty paid by the Supplier shall count towards such damage claims of the Purchaser.**

供应商违约时，买方有权向供应商主张合同违约金。合同违约金的总金额应为每个违约工作日（周一至周五）相关交付或服务价值的 0.3%，但不超过相关交付或服务总价值的 5%。与上述规定不同，如果买方和供应商的住所位于德国以外的同一国家，则每个违约工作日的统一的合同违约金应为相关服务或交付价值的 3%。供应商可自行证明买方未发生任何损害或损害价值低于合同违约金。买方保留证明更高损害的权利。此种情况下，买方有权要求供应商全额支付该等更高违约赔偿。供应商支付的合同违约金赔偿应用于抵扣买方的该等损害索赔。

6. **QUALITY AND DOCUMENTATION, SUBCONTRACTORS, DELIVERY CAPACITY** 质量和文档、分包商、交付能力

- 6.1 All of the Supplier's services and deliveries must conform to the specifications and quality requirements of the Purchaser or the Purchaser's customers for each specific product or service, as well as to the latest standards of science and engineering, and must be suitable for the intended purpose. **Services and deliveries must also satisfy all relevant statutory and official requirements as well as conforming to standards of the VDA (German Association of the Automotive Industry; e.g. VDA Volumes) which are applicable to the supply relationship.** All changes, such as changes in drawings, shall require the Purchaser's written approval.

供应商的所有服务和交付必须符合买方或买方客户对每种特定产品或服务的规格和质量要求，符合最新的科学和工程标准，且必须适合预期目的。服务和交付还必须满足所有相关的法定和官方要求，并符合适用于供应关系的 VDA（德国汽车协会；如德国汽车行业质量标准）标准。所有变更，如图纸变更，均需经买方书面批准。

- 6.2 **The Supplier shall be required to set up a certified quality and environmental management system conforming to customary industry standards in the automotive industry (at least DIN EN ISO 9001 or IATF 16949 and DIN EN ISO 14001) and to maintain such system at all times. This shall be documented to the Purchaser without need for request.**

供应商应建立并始终维护符合汽车行业惯用标准的认证质量和环境管理体系（至少符合 DIN EN ISO 9001 或 IATF 16949 和 DIN EN ISO 14001）。供应商应向买方提供相关文档，而无需买方请求。

- 6.3 The Supplier shall be required to train and appoint a **Product Safety and Conformity Representative (PSCR) in accordance with the VDA Volume on "Product Integrity"** prior to its first delivery to the Purchaser for each production site at which products are manufactured for the Purchaser and the Purchaser shall be notified that such person will serve as contact person.

在首次向买方交货之前，对于每一个为买方制造产品的生产地点，供应商应**按照德国汽车行业质量标准-“产品完整性”**培训和指定一名产品安全与合规代表（PSCR），并向买方告知由此人担任联系人。

- 6.4 The Supplier shall be required to adhere to the provisions of the Purchaser's "*Quality Assurance Guideline for Supplier*," in the version specified in Section 1.3 hereof.

供应商还应遵守本文第 1.3 条所述《奇昊汽车供应商质量保证指南》的规定。

- 6.5 The Supplier shall be required to fully inspect all goods prior to departure to ascertain that they are free of defects and the Supplier shall document this inspection. **Such documentation shall be archived for at least 15 years. The Supplier shall also be required to preserve additional documents relating to quality for a minimum term of 15 years from the creation thereof.** This shall particularly include development documents (drawings, inspection processes, risk assessments, etc.).
供应商应在发货前全面检查所有货物，以确保货物无瑕疵，并应对该等检查进行记录。该等文件应至少存档 15 年。供应商还应自创建之日起至少 15 年内保管其他质量相关文件。尤其包括开发文件（图纸、检查过程、风险评估等）。
- 6.6 It must be ensured that products in the supply chain are traceable with no gaps. In particular, the batch number of the Supplier's Contractual Product is to be specified in the accompanying documents.
供应商必须确保供应链中的产品可追溯而无断档。特别是，随附文件中应载明供应商合同产品的批号。
- 6.7 Third parties may not be engaged to execute orders or partial orders of the Purchaser without the prior written consent of the Purchaser. In case of violations, the Purchaser shall be entitled to withdraw from the contract in whole or in part and request damage compensation.
未经买方事先书面同意，供应商不得聘请第三方执行买方的订单或部分订单。如有违反，买方有权全部或部分退出合同，并要求损害赔偿。
- 6.8 Any change by the Supplier to the products with respect to the quality or origin thereof, or to production processes, production sites or place of shipment, shall require prior written notice to the Purchaser and approval by the Purchaser. The Supplier shall be required to communicate this duty to provide notice and obtain approval all along the production and supply chain thereof.
供应商变更产品质量或原产地、生产过程、生产地点或装运地点的，应事先以书面形式通知买方，并获得买方批准。在整个生产和供应链中，供应商应传达此通知义务，并获得批准。
- 6.9 **The Purchaser and the Purchaser's customers shall have the right to audit the Supplier after prior notice.** In the course of such audits, the Supplier shall be required to provide the Purchaser or the Purchaser's customers with all requested information and to provide access to all relevant documents, processes and company facilities. The Supplier shall be required to ensure that the Purchaser and the Purchaser's customers have a right of audit and access for subcontractors as well.
买方和买方客户有权在事先通知后审查供应商。在审查过程中，供应商应向买方或买方客户提供后者请求的所有信息，并允许其访问所有相关文件、流程和公司设施。供应商应确保买方和买方客户有权审查和访问分包商。
- 6.10 If a market surveillance authority requests an audit of production processes or the disclosure of inspection records, the Supplier shall be required to provide the Purchaser with adequate assistance at the request thereof and, in particular, to make available the requested records.
如果市场监督机构要求对生产过程进行审核或披露检查记录，则供应商应依请求向买方提供足够的协助，尤其是提供买方请求的记录。
- 6.11 **The Supplier shall be required to ensure that all subcontractors agree to conform with the requirements arising from these GTCs, at a minimum, and shall document such agreements to the Purchaser upon request.**
供应商应确保所有分包商同意至少遵守本通用条款和条件提出的要求，并依买方要求将该等同意记录在案。
- 6.12 **At the written request of the Purchaser, the Supplier shall be required to provide the Purchaser with suitable information, while adhering to existing duties of confidentiality and statutory provisions, so as to enable the Purchaser to evaluate the present economic and financial circumstances of the Supplier with respect to the delivery capacity thereof.** In accordance with Section 13 of these GTCs, the Purchaser shall be required to maintain the confidentiality of such information, but may

communicate such information to its Affiliated Companies. 经买方书面要求，在遵守现有保密义务和法律规定的同时，供应商还应向买方提供适当的信息，以使买方能够评估供应商当前与交货能力相关的经济和财务状况。根据本通用条款和条件第 13 条，买方应对该等信息保密，但可根据《德国股份公司法》（AktG）第 15 条向与其存在关联的奇昊集团公司提供该等信息。

7. SUPPLY OF SPARE PARTS

备件供应

Unless otherwise agreed upon in writing, the Supplier shall be obliged to ensure the supply of spare parts for a minimum term of 15 years starting from the end of serial production and to keep the production equipment in operational condition. Scrapping during this period shall require the express approval of the Purchaser. The agreed-upon price for serial parts shall remain unchanged for at least five years after the cessation of serial production.

除非另有书面约定，否则供应商有义务确保自批量生产结束起至少 15 年内供应备件，并将生产设备保持在运行状态。在此期间报废应征得买方明确同意。停止批量生产后，系列零件的约定价格应保持至少五年不变。

8. ACCEPTANCE AND INSPECTION OF INCOMING GOODS

货物验收

- 8.1 If an acceptance procedure is required given the legal nature of the agreement between the Supplier and the Purchaser or if such a procedure has been agreed upon, a formal acceptance procedure shall be conducted following completion or delivery of the goods, through an acceptance record. **Notional acceptance, whether through the Purchaser's failure to respond to a request for acceptance from the Supplier, through payment of compensation or through use of the goods, shall be excluded.**

如果供应商和买方之间协议的法律性质决定需要验收，或者双方约定验收，则双方应在货物完成或交付后进行正式验收，并保存验收记录。排除推定验收，即，买方未响应供应商验收请求，买方付款，或买方使用货物的，不视为买方接受货物。

- 8.2 The Purchaser shall conduct inspections of incoming goods in order to ascertain the quantity and identity of the goods, as well as externally visible damages to the packaging during shipment, and shall notify the Supplier if deviations are found in the course of such inspections. Further inspections shall not take place, as a general rule. The Purchaser shall notify the Supplier of defects which were not evident in such inspections ("Hidden Defects") following the discovery thereof.

买方应检验其收到的货物，以核实货物的数量和特性、运输过程中发生的外部可见包装损坏，并将检验发现的偏差告知供应商。通常情况下，不进行进一步检验。买方发现检验时不明显的瑕疵（“隐藏瑕疵”）后，应立即通知供应商。

- 8.3 At variance with Section 8.2 above, if the Purchaser and the Supplier are domiciled in the same country outside of Germany, the Purchaser shall not be required to conduct inspections of incoming goods. In such cases, the Purchaser shall report defects to the Supplier as soon as such defects are found over the course of the Purchaser's business activities.

与上文第 8.2 条的规定有所不同，如果买方和供应商的住所位于德国以外的同一国家，则买方无需对进货进行检验。此种情况下，买方应在其业务活动过程中发现瑕疵后立即报告供应商。

- 8.4 Notices of defects in terms of Section 8.2 above shall be timely if the defects are reported to the Supplier within ten (10) workdays of receiving the goods at the latest or, in case of Hidden Defects, within ten workdays of discovering the defect. Payment of an invoice with no notice of defects shall not amount to confirmation by the Purchaser that the goods conform to contractual requirements.

买方最迟在收到货物后或发现隐藏瑕疵后十（10）个工作日内向供应商报告瑕疵的，视为

买方及时发出上文第 8.2 条所述瑕疵通知。买方在无瑕疵通知的情况下支付发票金额的，不等于买方确认货物符合合同要求。

- 8.5 **The Supplier shall be required to conduct a full inspection of products delivered and services provided by subcontractors upon delivery of the products or provision of the services in order to verify that such products and services are free from defects, and the Supplier shall document such inspections and the results thereof and preserve the documents for a minimum term of 15 years.**

供应商应在分包商交付产品或提供服务后全面检验分包商交付的产品和提供的服务，以核实该等产品和服务是否存在瑕疵，供应商应记录该等检查和结果，并在至少 15 年内保存记录。

9. TERMS OF PAYMENT

支付条款

- 9.1 The Purchaser shall be free to pay by bank transfer or through another means of payment. The Supplier shall be required to take part in a self-billing procedure at the Purchaser's request.

买方可通过银行转账或其他支付方式付款。依买方的要求，供应商应参加自动开票手续。

- 9.2 Unless otherwise agreed, **payment may be made within 14 days at a 3% discount or, alternatively**, within 30 days of receipt of the goods by the Purchaser and receipt of a duly issued invoice, with no discount.

除非另有约定，买方在收到货物和正式发票后 14 日内付款的，可享受 3% 的折扣；或者买方在收到货物和正式发票后 30 日内付款的，不享受折扣。

- 9.3 **If early deliveries are accepted, the due date shall be based on the agreed-upon delivery date.**

买方接受提前交货的，到期日应以双方约定的交货日期为基准。

- 9.4 **The Purchaser shall be entitled to set off due, not due and future claims to which the Purchaser or an affiliated company thereof is entitled, regardless of the legal grounds and legal relationship, against due, not due and future claims of the Supplier and of the affiliated companies thereof. The Purchaser shall be entitled to withhold due payments as long as the Purchaser asserts claims against the Supplier based on incomplete or defective services or deliveries.**

不论法律依据和法律关系如何，买方均有权以买方或其关联公司享有的到期、未到期和将来的主张抵销供应商及其关联公司到期、未到期和将来的主张。买方以服务或交付不完整或有瑕疵为由向供应商提出主张的，买方有权扣留应付款项。

- 9.5 **The Supplier shall only be entitled to rights of set-off and retention for claims which are acknowledged or established by final and binding judgment.**

供应商仅有权对经最终的且有约束力的判决确认或认可的主张行使抵销和扣留权。

- 9.6 The Supplier shall not be entitled to assign the claims thereof against the Purchaser to third parties or arrange for the collection thereof by third parties without the prior written consent of the Purchaser. However, the assignment of claims to third parties shall be valid even without the Purchaser's consent. **In such cases, the Purchaser shall be entitled to make payments for performance of the duties thereof both to the Supplier and to the third party to which the claim or claims were assigned by the Supplier.**

未经买方事先书面同意，供应商无权向第三方转让或安排第三方执行其对买方的主张。但是，即便买方未同意，供应商向第三方转让主张仍然有效。此种情况下，买方应有权向供应商和受让供应商主张的第三方支付履行义务的款项。

- 9.7 Invoices are to be sent in duplicate to the Purchaser's domicile. The invoices shall specify the supplier number, the order number and date (or the date of the Scheduling agreement release), any additional information about the Purchaser which may be required in any individual case, the unloading point, the number and date of the delivery note and the quantity of the invoiced goods. A separate invoice must be issued for each delivery note.

供应商应向买方住所发送发票，一式两份。发票应注明供应商编号、订单编号和日期（或

计划协议释放的日期)、任何特定情况下可能需要的任何其他与买方相关的信息、卸货地点、交货单编号和日期、发票商品数量。供应商必须为每份交货单开具单独的发票。

10. WARRANTY 保证

- 10.1 The Supplier shall be responsible for ensuring that the goods
供应商应负责确保货物
- conform to all specifications, standards, drawings and designs and/or descriptions of the Purchaser or the Purchaser's customers;
符合买方或买方客户的所有规格、标准、图纸、设计和/或描述;
 - conform to all applicable industry standards, laws and regulations in the country of origin, the country of destination and countries in which products or vehicles equipped with the goods are sold;
符合原产国、目的国和产品或装载货物的车辆销售国所有适用的行业标准、法律和法规;
 - conform to the latest standards of science and engineering and are suitable for the intended purpose; and
符合最新的科学和工程标准, 并适合预期目的; 且
 - are free of third-party rights.
不附第三方权利。
- 10.2 Unless otherwise specified below, the statutory provisions shall apply in the event of material defects or defects in title.
除非下文另有规定, 出现重大瑕疵或所有权瑕疵时, 应适用法律规定。
- 10.3 In the event of material defects or defects in title, the Purchaser may request the Supplier to perform a replacement delivery or render subsequent performance. **The Supplier shall bear all costs necessary for this purpose, including any dismantling and installation costs. If the Supplier fails to perform the replacement delivery or render the subsequent performance within the period set by the Purchaser, or if such replacement delivery or subsequent performance fails, the Purchaser shall be entitled to withdraw from the contract or reduce the purchase price in proportion to the actual value of the goods which had been delivered as of the delivery date relative to the value which the goods would have had on that date had they been delivered in accordance with the contract.**
如果出现重大瑕疵或所有权瑕疵, 买方可要求供应商执行替代交付或后续履行。供应商应为此承担所有必要的费用, 包括任何拆卸和安装的费用。如果供应商未在买方设定的期限内执行替代交付或后续履行, 或该等替代交付或后续履行失败, 则买方有权退出合同, 或按照截至交付日期已交付货物的实际价值相对于本应按照合同交付货物的价值的比例降低购买价格。
- 10.4 **If the Supplier fails to satisfy its duty to render subsequent performance within the reasonable period set by the Purchaser, the Purchaser shall also be entitled to render the subsequent performance and perform the necessary (preliminary) work (e.g. sorting) itself, or arrange to have it performed by a third party at the Supplier's cost. This shall also apply in cases where, given the urgency of the case (e.g. in order to avert acute risks and/or avoid substantial damages), the Purchaser or the Purchaser's customers cannot reasonably be expected to allow the Supplier to perform a replacement delivery or render subsequent performance, or if the Supplier is not capable of doing so or refuses to do so without justification.**
如果供应商未在买方设定的合理期限内完成其后续履行职责, 买方仍有权自行后续履行并开展必要的(初步)工作(例如分拣), 或安排由第三方履行, 相关费用由供应商承担。前述规定同样适用于考虑到紧急情况(例如, 为了避免严重风险和/或避免重大损失)不能

合理预期买方或买方客户允许供应商进行替代交付或后续履行的情形，或供应商无能力或无故拒绝替代交付或后续履行的情形。

- 10.5 In the event of subsequent performance, if measures are required on-site or at the premises where the goods were to be delivered as per the agreement (e.g. sorting, rectification), the Supplier shall be required to render the subsequent performance, or arrange to have the subsequent performance rendered, at this location at its own cost. Subsequent performance shall be rendered without delay in order to maintain production and avoid a line stoppage.
在后续履行的情况下，如果根据协议需在现场或将交付货物的场所采取措施（例如，分拣、修正），则供应商应自行承担费用在该等场所进行后续履行，或安排他人在该等场所进行后续履行。为了保持生产并避免生产线停顿，供应商应立即进行后续履行。
- 10.6 In the event of material defects or defects in title, the Supplier shall bear all costs, expenditures and damages arising from such defects, particularly the cost of searching for errors, dismantling and installation costs, shipping, travel and labor costs and the cost of materials, regardless of whether such costs accrued to the Purchaser, the Purchaser's customers or in the Purchaser's broader production and sales organization.
出现重大瑕疵或所有权瑕疵时，供应商应承担由该等瑕疵引发的所有费用、支出和损害，尤其是查找故障的成本、拆卸和安装成本、运输、差旅和人工成本以及材料成本，无论该等费用由买方、买方客户或买方的更广的生产和销售组织产生。
- 10.7 **Insofar as the Purchaser has concluded warranty agreements with its customers, the Supplier shall be required to bear the costs and damages assessed by the Purchaser's customers in accordance such warranty agreements to the extent that such costs and damages are attributable to its share of the (defective) delivery.** In the event of recourse, the Purchaser shall notify the Supplier if possible of the findings and the handling of the case and shall involve the Supplier in the process (e.g. through presentation of test parts).
如果买方已与客户签订保修协议，供应商应承担买方客户根据该保修协议评估的成本和损害，但该等费用和损害应归因于供应商交付的部分（有瑕疵的）货物。客户追索时，买方应尽可能将其发现和处理情况通知供应商，并让供应商参与程序（例如展示测试零件）。
- 10.8 Warranty claims shall become time-barred in 48 (forty-eight) months (unless a longer period is provided by law) from the date of the delivery or, depending on the legal nature of the matter, from the date of acceptance. In the event of a replacement delivery, the limitation period for replaced contractual products shall begin anew.
保修请求提出时限为交货之日起或（取决于相关事项的法律性质）验收之日起 48（四十八）个月。发生替代交付的，替换合同产品的保修期应重新起算。

11. INDEMNITY AND RECALLS 赔偿和召回

- 11.1 The Supplier shall indemnify the Purchaser and the affiliated companies thereof against all claims which are asserted against the Purchaser or the affiliated companies thereof based on breach of contract by the Supplier or based on acts or omissions for which the Supplier is responsible. The Purchaser shall be free to choose whether to mount a defense against the claims (in court) on its own or arrange to have the Supplier mount the defense. If the Purchaser assumes the defense (in court), the Supplier shall be required to assist the Purchaser in the defense, at the request thereof, and in particular to communicate all requested information thereto without delay.
供应商应保护买方及其关联公司免受所有基于供应商违反合同或供应商应负责的作为或不作为而针对买方或其关联公司提起的主张。买方可自由选择自行对该等主张（在法院）进行抗辩，或选择由供应商进行抗辩。如果买方（在法院）进行抗辩，则供应商应依请求协助买方进行抗辩，特别是不加延误地向买方传递后者请求的所有信息。
- 11.2 If parts used by the Purchaser or the Purchaser's customers, or parts being used in the field, have to be recalled or replaced because defective materials were delivered by the Supplier, the Supplier shall be required to reimburse the costs accruing in connection with

such recalls or similar technical measures.

如果，由于供应商交付有瑕疵的材料，买方或买方客户使用的或在现场使用的零件需要召回或更换，则供应商应补偿因该等召回或类似技术措施而产生的费用。

12. INSURANCE

保险

- 12.1 The Supplier shall be required to ensure that it has insurance coverage which is customary in the industry and adequate with respect to the obligations thereof. The Supplier shall be required to maintain the following minimum insurance coverage (worldwide scope) for the duration of its contractual relationship with the Purchaser:
供应商应确保购买符合行业惯例并足够涵盖其义务履行的保险。在与买方的合同关系期间，供应商应至少保持以下保险范围（全球范围）：
- (professional) indemnity and product liability insurance for industrial and commercial businesses (product liability model) with a minimum insured amount of 10 (ten) million Euros for each loss and calendar year for personal injury and property damage;
每日历年，每次人身伤害和财产损失事故赔偿最少 10,000,000（一千万）欧元保险金额的工商业（职业）赔偿和产品责任保险（产品责任型）；
 - recall cost liability insurance for automotive parts suppliers with a minimum insured amount of 20 (twenty) million Euros for each calendar year.
每日历年，最少 20,000,000（两千万）欧元保险金额的汽车零件供应商召回成本责任险。
- 12.2 The Supplier shall be required to present the Purchaser with documentation of the insurance coverage cited above without delay upon request.
经买方请求，供应商应不加迟延地向买方提供上述保险的文件。

13. CONFIDENTIALITY

保密

- 13.1 The Parties shall be required to treat all commercial and technical information, data, documents, know-how, calculations, procedures and processes which are not available to the public and which become known thereto through the business relationships as business secrets of the other Party. In addition, they shall require the employees thereof to agree in writing to maintain confidentiality to the same extent, as well as taking appropriate measures to ensure confidentiality. The same shall apply for subcontractors and outside service providers.
双方应将其通过业务关系获得且未被公众知晓的所有商业和技术信息、数据、文件、技术诀窍、计算、程序和流程视为另一方的商业秘密。此外，双方还应要求其雇员以书面形式同意在相同程度上保密，并采取适当措施确保机密性。前述规定同样适用于分包商和外部服务提供商。
- 13.2 Technical documentation (drawings, models, designs, etc.) may not be provided or made available to unauthorized third parties. Accordingly, the duplication or reproduction of such documentation is to be documented and shall be permissible only within the bounds of operational requirements and adhering to provisions of copyright law. Upon cessation of the contractual relationships, all documents specified in these GTCs and in additional confidentiality/non-disclosure agreements shall be returned or, at the beneficiary's request, destroyed.
不得向未经授权的第三方提供技术文档（图纸、模型、设计等）。因此，该等文件的复制或重制均应记录在案，不得超出操作要求的范围，并应遵守著作权法的规定。合同关系终止后，本通用条款和条件及其他保密/不披露协议中指定的所有文件均应退回或依受益人的要求销毁。

- 13.3 The Parties may not use their business relationship for advertising purposes without the prior written consent of the other Party.
未经另一方事先书面同意，一方不得将双方的业务关系用于广告目的。
- 13.4 Correspondence of any kind between the Supplier and the Purchaser's customers relating to the individual products and services ordered by the Purchaser from the Supplier shall not be permitted without the prior written consent of the Purchaser.
未经买方事先书面同意，供应商不得就买方自供应商处订购的单个产品和服务与买方客户进行任何形式的通信。
- 13.5 The Supplier shall be required to adhere to the provisions of the "*Information security guideline for suppliers of KIRCHHOFF Automotive*," in the version specified in Section 1.3 hereof.
供应商应遵守本文第 1.3 条所述《奇昊汽车供应商信息安全指引》的规定。
- 13.6 Otherwise, the provisions for the protection of business secrets (the Business Secrets Act in Germany and, in other member states of the European Union, the statutes implementing Directive 2016/943) and the provisions of confidentiality and non-disclosure agreements shall apply for the handling of business secrets.
否则，商业秘密的处理应适用与商业秘密保护相关的规定（德国《商业秘密法》以及欧盟其他成员国的 2016/943 指令实施细则）以及保密和不披露协议的规定。

14. PROPRIETARY RIGHTS, KNOW- HOW 专有权利、技术诀窍

- 14.1 The following shall apply for the handling of Proprietary Rights and Know-How in terms of these GTCs: Proprietary Rights shall include all proprietary rights regulated by law (e.g. trademarks, copyrights, designs, etc.). "Know-How" shall include knowledge relating to specific products and production. Proprietary Rights and Know-How which existed before the Supplier's engagement by the Purchaser shall be referred to as "Background-IP."
以下条款适用于本通用条款和条件下专有权利和技术诀窍的处理：专有权利应包括法律规定的专有权利（例如商标、著作权、外观设计等）。“技术诀窍”应包括与特定产品和生产相关的知识。买方与供应商缔约前存在的专有权利和技术诀窍称为“背景知识产权”。
Proprietary Rights and Know-How which arise for the Supplier, third parties or the Purchaser after the Supplier's engagement by the Purchaser shall be referred to as "Foreground-IP."
买方与供应商缔约后产生的供应商、第三方或买方的专有权利和技术诀窍称为“前景知识产权”。
- 14.2 Background-IP shall remain property of the relevant holder and shall be provided to the other Party for use if and insofar as such is necessary for execution of the order or for contractual use of the Contractual Products.
背景知识产权仍归相关持有人所有，并应在执行订单或依据合同使用合同产品的必要范围内提供给另一方使用。
- 14.3 Foreground-IP shall generally be property of the Purchaser in their entirety. If such rights cannot be transferred (e.g. in case of copyrights), the Supplier shall grant the Purchaser an irrevocable, transferable, sublicensable and exclusive license free of charge, without limit as to time, territory and subject matter.
前景知识产权通常全部归买方所有。如果该等权利无法转让（如在著作权的情况下），则供应商应免费授予买方不可撤销、可转让、可再许可的独家许可，该等许可不受时间、地域和主题事项限制。
- 14.4 Patentable inventions made by employees of the Supplier in connection with rendering development performances shall be offered by the Supplier for transfer to the Purchaser without delay. The Supplier shall ensure such transfer through contractual agreements to this effect with the employees thereof.

供应商应不加延误地向买方转让其员工因开发而制作的可取得专利的发明。供应商应通过与员工之间的相关协议确保该等转移。

- 14.5 **The Supplier shall assist the Purchaser in the registration of Foreground-IP.**
供应商应协助买方进行前景知识产权的注册。
- 14.6 **Insofar as the Supplier, through the engagement thereof, obtains associated rights to use (secret) know-how and other proprietary and trademark rights of the Purchaser, the Supplier shall obtain no rights of its own thereto. All rights shall be the exclusive property of the Purchaser. The Supplier shall not be authorized to use such rights for any purposes other than performance of the delivery obligations thereof vis-à-vis the Purchaser. The Supplier shall safeguard such rights as business secrets.**
供应商因缔约而有权使用买方（秘密）技术诀窍以及其他专有权利和商标权的，并不因此获得所有权。所有该等权利均归买方专属所有。供应商无权将该等权利用于除对买方履行其交付义务以外的任何目的。供应商应将该等权利视作商业秘密加以保护。
- 14.7 **The Supplier shall warrant that no industrial property rights (patents, trademarks, utility models and registered designs), licenses and copyrights, protected designations and other third-party intellectual property are infringed by the deliveries and services thereof or by the Purchaser's use of the delivered goods, tools and equipment.**
供应商应保证，其交货和服务或买方使用其交付的货物、工具和设备不会侵犯任何工业产权（专利、商标、实用新型和注册外观设计）、许可和著作权、受保护的名称以及其他第三方知识产权。
- 14.8 **The Supplier shall indemnify the Purchaser against all claims and costs, including the cost of enforcing rights, arising from an infringement or alleged infringement in this regard and shall compensate the Purchaser for all damages arising as a result unless the Supplier is not at fault.**
供应商应保护买方免受因该方面的侵权或涉嫌侵权而引起的所有主张和费用，包括强制执行权利的费用，且除非供应商无过失，否则供应商应赔偿买方因此遭受的所有损害。

15. **FORCE MAJEURE** 不可抗力

- 15.1 **Any event which renders a Party unable to perform the contractual duties thereof, for which the affected Party was not responsible and which was not foreseeable for the affected Party ("Force Majeure"), particularly war, uprisings, earthquakes, strikes and internal unrest, shall release the Parties from their obligations under this agreement. Performance shall only be suspended for the duration of the unavoidable event. The affected Party shall be required to notify the other Party without delay if it is incapable of rendering its contractually owed performance.**
如果发生任何导致一方无法履行其合同职责且受影响方无需负责亦无法预见的事件（“不可抗力”），特别是战争、起义、地震、罢工和内乱，则应免除双方于该等通用条款和条件项下的义务。双方履行仅于不可避免的事件持续期间中止。如果受影响的一方无法履行其合约义务，其应立即通知另一方。
- 15.2 **The Purchaser shall be entitled to procure the Contractual Products from other sources or arrange for the manufacture thereof for the duration of the Supplier's release from the performance duty thereof and may thereby reduce the ordered quantities without further obligation to the Supplier. In such cases, the Supplier shall grant a non-exclusive, transferable and sublicensable license free of charge, with no limit as to territory, to the Old Proprietary Rights and Old Know-how (Background-IP) necessary to manufacture the Contractual Products for the duration of the Supplier's release from its duty of performance and for the time needed for the Supplier to build up equivalent alternative production.**
在供应商免于履行义务期间，买方有权从其他来源采购或安排生产合同产品，并可因此减少订购数量，而无需向供应商承担其他义务。此种情况下，供应商应免费授予非排他、可转让并可再行许可的许可，该许可不受地域限制，在供应商免于履行义务期间以及供应商

实现同等替代生产所需时间内，买方可为生产合同产品使用原专有权利和原技术诀窍（背景知识产权）。

- 15.3 If an event of Force Majeure lasts for more than 30 days, the Purchaser and Supplier shall have the option of terminating the relevant contract effective immediately by written notice to the other Party and no claims shall exist for the compensation of any damages or losses. Claims for the compensation of performances and reimbursement of futile expenses and performances already rendered shall remain unaffected thereby. In the event of termination in accordance with this Section, the Purchaser shall be entitled to request that the Supplier surrender all tools in its possession.

如果不可抗力事件持续超过 30 天，买方和供应商可选择通过向另一方发出书面通知立即终止相关合同，且无需因此赔偿任何损害或损失。对履行的赔偿主张、小额费用补偿以及已经提供的履行的请求不受影响。依据本条规定终止合同时，买方有权要求供应商交出其占有的所有工具。

16. COMPLIANCE 合规

- 16.1 The Supplier shall be required to comply with all statutory rules at all times in exercising the business activities thereof. In particular, the Supplier shall be required to heed and comply to applicable laws and regulations with respect to corruption, money laundering, minimum wage and anti-trust and competition law.

在开展业务活动时，供应商应始终遵守所有法定规则。尤其是，供应商应留意和遵守有关腐败、洗钱、最低工资以及反垄断和反不正当竞争的适用法律和法规。

- 16.2 The Supplier shall also be required to adhere to the provisions of the "*KIRCHHOFF Automotive Code of Conduct Supplier Supplement*" and the "*KIRCHHOFF Automotive Code of Conduct*" in the version mentioned in Section 1.3 of this GTC. **If the Supplier violates the provisions of Section 16 of these GTCs or those of the documents mentioned above, the Purchaser shall be entitled to terminate the contract and all existing agreements with the Supplier effective immediately and to terminate the business relationships immediately, and the Supplier shall not be entitled to derive any rights (e.g. damage claims) from such termination.**

此外，供应商还应遵守本通用条款和条件第 1.3 条所提及《奇昊汽车行为准则/供应商附录》和《奇昊汽车行为准则》的规定。供应商违反本条款和条件第 16 条或上述文件规定的，买方有权立即终止与该供应商的合同和所有现有协议，并立即终止双方的业务关系，且供应商无权就该等终止行使任何权利（例如，损害赔偿请求）。

17. FINAL PROVISIONS 最终条款

- 17.1 Modifications or additions to these GTCs shall require written form. This shall also apply for modifications to this requirement for written form.

对本条款和条件作出修订或增补的，应采用书面形式。此项要求同样适用于对该书面形式要求作出的修改。

- 17.2 If individual provisions of these GTCs are or become invalid, the remaining provisions of the agreement shall not be affected thereby. The Parties shall be obligated to replace the invalid provision with the valid provision which comes closest to the invalid provision from a legal and economic perspective.

如果本条款和条件的个别规定无效或变得无效，其余规定不受影响。双方有义务以从法律和经济的角度来看最接近无效规定的有效规定代替无效规定。

- 17.3 The law of the Federal Republic of Germany shall apply for all claims and disputes arising from or in connection with these GTCs and the individual contracts established under these GTCs. At variance from the above, if the Purchaser and the Supplier are domiciled in the same country, outside of Germany, the law of the country in which both Parties are domiciled shall apply. However, application of the United Nations Convention on Contracts

for the International Sale of Goods (CISG) shall be excluded in each case.

所有因本条款和条件及其下单个合同引起的或与之相关的主张和纠纷均适用德意志联邦共和国的法律。但是，如果买方和供应商的住所位于德国以外的同一国家，则适用双方住所地国家的法律。双方明确排除适用《联合国国际货物销售合同公约》（CISG）。

- 17.4 At variance from or in addition to Section 17.3 above, if the Purchaser and the Supplier are domiciled in in the same country, outside of Germany, the additional provisions for the relevant country found at the end of these GTCs [Sections 19 I-VI shall apply for the relevant country.

与上述第 17.3 条规定有所不同或作为第 17.3 款的补充，如果买方和供应商的住所地不在德国，则本条款和条件末尾 [第.....款] 有关国家的附加规定应适用于供应商所在国。

- 17.5 The exclusive place of jurisdiction for all claims and disputes arising from or in connection with these GTCs and all individual contracts established on the basis of these GTCs shall be Frankfurt a.M., Germany. However, the Purchase is also entitled to file suit at Supplier's place of business. 所有因本通用条款和条件及基于本通用条款和条件订立的单个合同引起的或与之相关的主张和纠纷的专属裁判辖区为德国法兰克福。然而，采购方还有权在供应商的所属地提起诉讼。

- 17.6 At variance from Section 17.5 above, if the Purchaser and the Supplier are domiciled in the same country, outside Germany, the national court which has jurisdiction for the Purchaser's domicile in the country where the Purchaser is domiciled shall have exclusive jurisdiction for all claims and disputes arising from or in connection with these GTCs and all individual contracts established on the basis of these GTCs.

与上文第 17.5 条规定有所不同，如果买方和供应商定居在德国以外的同一个国家，则其所在国家对供应商住所有管辖权的国内法院对所有因本通用条款和条件及基于本通用条款和条件订立的单个合同引起的或与之相关的主张和纠纷具有专属管辖权。

18. TRANSLATIONS

These GTCs are published in German, English, Chinese, Hungarian, Polish, Portuguese, Romanian and Spanish. In the event of discrepancies in items 1-18, only the German version is binding.

In the event of discrepancies in Clause 19, the version in the language of the country for which the respective amendments apply shall be binding.

翻译

该《全球贸易协定》有德文、英文、中文、匈牙利文、波兰文、葡萄牙文、罗马尼亚文和西班牙文版本。如果第1-18项有差异，只有德文版本具有约束力。如果第19条中出现差异，应以相应修正所适用的国家语言的版本具有约束力。

19. ADDITIONAL PROVISIONS FOR SPECIFIC COUNTRIES: CHINA, HUNGARY, POLAND, PORTUGAL, ROMANIA, SPAIN

针对具体国家的补充证明：中国、匈牙利、波兰、葡萄牙、罗马尼亚、西班牙

I. China/中国

Insofar the Purchaser and Supplier have their domicile in China, whereas China in the context of this contract shall refer to People's Republic of China Mainland and Taiwan, Hong Kong Special Administrative Region and Macau Special Administrative Region shall be excluded, the following shall apply in addition to the above

如果买卖双方的住所地位于中国，在本合同中，中国指中华人民共和国大陆，不包括台湾、香港特别行政区和澳门特别行政区，则除上述规定外，还应适用以下规定：

1. The word defect shall refer to sub-standard quality in the sense of the contract law of China as well as defect in the sense of the tort law and product liability law of China.

“缺陷”一词指中国合同法意义下的质量不合格，以及中国侵权责任法和产品质量法意义下的缺陷。

2. In Section 2.7/在第 2.7 款中
 - (i) the wording “through extraordinary termination for important reason” shall be replaced by “by the Purchaser in case, taking into account all the circumstances of the specific case and weighing the interests of both parties, the Purchaser cannot reasonably be expected to continue the contractual relationship until the agreed end or until the expiry of a notice period, (termination for extraordinary reason) including, but not limited to the case that the Supplier already clearly indicated not to fulfill its obligation, that due to actions of the supplier the trust in the relationship between the Purchaser and the Supplier is damaged beyond repair.”

“由于重要原因特别终止”应替换为“由买方在考虑具体案例的所有情况并权衡双方利益的前提下，如果买方无法合理按预期将合同关系持续至约定的截止时间或通知期届满（出于特别原因终止），包括但不限于供应商已明确表示不履行其义务，以及因供应商的行为导致买方与供应商之间关系受损且无法修复的情况下”。
 - (ii) the second sentence shall be changed as following: The Purchaser shall also be entitled to exercise ordinary termination of such contracts without specific reason observing a notice period of 3 months.”

第二句应变更为：“买方还有权在提前(x)周发出通知后对该等合同形式一般解除权，且无需特别的理由。”
3. Section 8.3 shall not apply and the inspection period of incoming goods shall be 48 months. Such inspection period shall not exclude claims, which could not have been found during an inspection according to industry standards.

第 8.3 款不适用，进货检查期应为 48 个月。该检查期不得排除根据行业标准在检查过程中无法发现的主张。
4. In Section 9.4 the first sentence shall be changed as following
第 9.4 款第一句应变更为

“The Purchaser shall be entitled to set off due, not due and future claims, upon such future claims becoming distinct and definable, to which the Purchaser or an affiliated company thereof is entitled, regardless of the legal grounds and legal relationship, against due, not due and future claims of the Supplier and of the affiliated companies thereof.”

“不论法律依据和法律关系如何，买方均有权以买方或其关联公司享有的到期、未到期和将来的主张抵销供应商及其关联公司到期、未到期和将来的主张，前提是该等将来主张是清晰且明确。”
5. In Section 9.6/在第 9.6 款中
 - (i) the second sentence of 9.6 shall be changed as following: “However, the Suppliers assignment of claims to third parties shall be valid even without the Purchaser’s consent, upon the information of the Supplier to the Purchaser of such assignment in writing.”

第 9.6 款第二句应变更为：“但是，供应商在以书面形式通知买方后，即便买方未同意，供应商向第三方转让主张仍然有效。”
 - (ii) the third sentence of 9.6 shall be changed as following: In such cases, the Purchaser shall be entitled to make payments for performance of the duties thereof both to the Supplier and to the third party to which the claim or claims were assigned by the Supplier, whereas such payment to a third party or the Supplier shall be considered as satisfying the respective claim the Purchaser made the claim on and render such claim void.

第 9.6 款第三句应变更为：此种情况下，买方应有权向供应商和受让供应商主张的第三方支付履行义务的款项，该等对第三方或供应商付款应视为买方已经满足该等主张，并使该主张失效。
6. In Section 10.8 the first sentence shall be replaced as following:
第 10.8 款第一句应替换为：
“The warranty period shall be 48 (forty-eight) months (unless a longer period is provided by law) from the date of the delivery or, depending on the legal nature of the matter, from the date of acceptance. In the event of a replacement delivery, the warranty for replaced contractual products shall begin anew.”

“保修期应为交货之日起或根据相关事项的法律性质为验收之日起 48（四十八）个月（除非法律规定了更长的期限）。发生替代交付的，替换合同产品的保修期应重新起算。”

7. Section 17.3 shall be replaced by the following clause:

第 17.3 款应替换为:

“The law of the People's Republic of China shall apply for all claims and disputes arising from or in connection with these GTCs and the contracts concluded under these GTCs. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.”

“所有因该等通用条款和条件及根据该等通用条款和条件订立的合同引起的或与之相关的主张和纠纷均适用中华人民共和国的法律。双方明确排除适用《联合国国际货物销售合同公约》。”

8. Section 17.5 and 17.6 shall be replaced by the following clause:

第 17.5 和 17.6 款应替换为:

“All disputes arising from or in connection with these GTCs or any individual contract established based on these GTCs shall be permanently resolved in accordance with the applicable and valid rules of the China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Sub-Commission, to the exclusion of courts of law. The law of the People's Republic of China shall apply to this arbitration clause. The arbitration court must be comprised of three arbitrators of whom at least one shall be trained in the legal system of the People's Republic of China and must be qualified to exercise judicial office. The place of arbitration shall be Shanghai, China. The language of arbitration shall be English.”

“所有因该等通用条款和条件及基于该等通用条款和条件订立的单个合同引起的或与之相关的纠纷，均应按照中国国际经济贸易仲裁委员会（CIETAC）上海分会的现行有效规则最终解决，双方不可诉诸法院。该仲裁条款适用中华人民共和国法律。仲裁庭必须由三名仲裁员组成，其中至少一名应接受中国法律制度培训并具备法律执业资格。仲裁地点应为中国上海。仲裁语言应为英语。”

II. Hungary

Insofar the Purchaser and Supplier have their domicile in Hungary, the following shall apply in addition to the above:

匈牙利

如果买方和供应商所在地匈牙利，除上述规定外，还应适用以下规定：

1. In deviation of Section 9.4 the Purchaser shall be entitled to set off due claims to which the Purchaser or an affiliated company thereof is entitled, regardless of the legal grounds and legal relationship, against due claims of the Supplier and of the affiliated companies thereof. The Purchaser shall be entitled to withhold due payments as long as the Purchaser asserts claims against the Supplier based on incomplete or defective services or deliveries.
若违反第 9.4 条，不论其法律依据和法律关系如何，买方有权将买方或其关联公司有权获得的到期债权与供应商及其关联公司的到期债权相抵销。只要买方以不完整或有缺陷的服务或交货为由向供应商提出索赔，则买方有权扣留到期付款。
2. In deviation of Section 9.6 the Supplier shall not be entitled to assign the claims thereof against the Purchaser to third parties or arrange for the collection thereof by third parties without the prior written consent of the Purchaser. However, the assignment of claims to third parties shall be valid even without the Purchaser's consent. In such cases, upon receipt of such a performance instruction, the Purchaser shall be required to make payments for performance of the duties thereof to the third party to which the claim or claims were assigned by the Supplier.
若违反第 9.6 条，未经买方事先书面同意，供应商无权将其对买方的债权转让给第三方，或安排第三

方收取债权。然而，如果未经买方同意向第三方转让债权。在向第三方转让索赔的情况下，一旦买方

同意转让或被正式通知，买方应有权仅向供应商向其转让索赔的第三方支付履行职责的款项。

3. In deviation of Section 14.2 Background-IP shall remain property of the relevant holder and shall be provided to the other Party for use only. The Parties hereby establish that the consideration for the use of Background-IP shall be included in the purchase price payable for the provision of products and/or services in line with the present GTC. For the avoidance of doubt, the Parties resolve that the granted use of Background-IP (i) is not exclusive; and (ii) cannot be sublicensed to third parties; and (iii) only covers the territory of Hungary; and (iv) conforms to the general term of other license agreements made for the use of similar rights; and (v) is restricted to the fields of use and extent of use indispensable for the execution of the order or the contractual use of the Contractual Products.

若违反第 14.2 节的规定，背景知识产权仍应属于相关持有人的财产，仅提供给另一方使用。双方在此确定，根据《全球贸易协定》的规定，使用背景知识产权的代价应包括在为提供产品和/或服务而支付的购买价格中。为免生疑虑，双方决定：(i) 被授予的背景知识产权的使用权不是排他性的；(ii) 不能转授给第三方；(iii) 仅适用于匈牙利境内；(iv) 符合为使用类似权利而订立的其他许可协议的一般条款；(v) 只限于执行订单或合同产品的合同使用所必需的使用领域和使用范围。

4. In deviation of Section 14.3, Foreground-IP shall generally be property of the Purchaser in their entirety. If such rights cannot be transferred (e.g. in case of copyrights), the Supplier as creator shall grant the Purchaser a sublicensable and exclusive license free of charge, without limit as to time, territory, fields of use and extent of use. For the avoidance of doubt, the Parties establish that the Supplier as creator shall be entitled to use the Foreground-IP. The Parties resolve that they exclude the right of termination by the Supplier as creator for 5 years from the latter of the conclusion of the Supply Contracts or the handover of the Foreground-IP.

若违反第 14.3 条规定，前景知识产权一般应为买方的全部财产。如果这些权利不能转让（例如，版权问题），作为创造者的供应商应免费向买方授予可再许可和排他性的许可，不受时间、地域、使用领域和使用范围的限制。为避免疑问，双方确定，供应商作为创造者应有权使用前景知识产权。双方决定，自供应合同签订或前景知识产权移交之日起 5 年内，供应商作为创造者不享有终止权。

III. Poland

Insofar the Purchaser and Supplier have their domicile in Poland, the following shall apply in addition to the above:

波兰

如果买方和供应商所在地为波兰，除上述规定外，还应适用以下规定：

1. In deviation of Section 1.2 the below terms shall be defined as follows for the purposes of GTCs: 若违反第 1.2 节的规定，根据《全球贸易协定》的规定，以下术语的定义如下：

- "Suppliers" are all natural and legal persons as well as the organizational entities not being legal persons, in which a statute vests legal capacity from which the Purchaser orders services or deliveries.

"供应商"是指所有自然人和法人以及非法人的组织实体，在这些组织实体中，买方向其订购服务或交货的法律行为能力。

- "Supply Contracts" are all sales contracts, delivery contracts and contracts for works and services as well as other contracts relating to the manufacture, processing and delivery of products and/or the provision of services.

"供应合同"是指所有销售合同、交货合同、工程和服务合同，以及与产品的生产、加工和交付和/或提供服务有关的其他合同。

2. In addition to Section 1.4 the Purchaser has no intention to conclude Supply Contract excluding terms of the templates which are contrary to each other.

除第 1.4 节外，买方无须签订供货合同中相互抵触的条款

3. In deviation of Section 2.7 and without prejudice to the statutory withdrawal right, the Purchaser is entitled to withdraw from Supply Contracts (in whole or in the part) in the following cases:

若违反第 2.7 条规定，在不影响法定退出权的情况下，买方有权在下列情况下（全部或部分）退出供应合同

(i) nonfulfillment or improper fulfilment of obligations under Supply Contract by the Supplier that has not been remedied within the deadline specified by the Purchaser – the withdrawal statement shall be made prior to the expiration of the deadline for the delivery of the goods or the performance of the services (or the relevant part thereof) set out under Supply Contract;

供应商未履行或不适当地履行供应合同规定的义务，且未在买方规定的期限内进行补救的--应在供应合同规定的交货或服务（或其相关部分）的履行期限届满前作出撤回声明

(ii) failure to deliver products and/or to provide services (or any part thereof) within the deadline set out under Supply Contract – the withdrawal statement shall be made within 30 days of the expiration of the deadline for the delivery of the goods or the performance of the services (or the relevant part thereof) set out under Supply Contract;

未能在供货合同规定的期限内交付产品和/或提供服务（或其任何部分）----应在供货合同规定的交货或履行服务（或其相关部分）的期限届满 30 天内作出撤回声明。

(iii) delay in a delivery of or manufacturing goods or a performance of services that makes meeting the deadline set out under Supply Contract unlikely for reasons other than reasons on the part of the Purchaser - the withdrawal statement shall be made prior to the expiration of the deadline for the delivery of the goods or the performance of the services (or the relevant part thereof) set out under Supply Contract;

如果由于买方方面的原因以外的其他原因，导致交货或制造货物或服务的履行出现延误，使买方不可能达到供应合同规定的期限，则应在供应合同规定的交货或服务（或其相关部分）的履行期限届满前作出撤回声明。

Unless agreed otherwise or provided by applicable mandatory legal provisions, Supply Contracts may be terminated as follows:

除非另有约定或适用的强制性法律条款另有规定，否则，供应合同可按以下方式终止：

(a) Supply Contracts concluded for the unlimited period of time and Supply Contracts concluded for the limited period of time for which the termination without a specific reason is allowed under the applicable mandatory legal provisions may be terminated by the Purchaser by one month notice and by the Supplier by three month notice;

签订的无期限限制的供货合同和根据适用的法律强制性规定允许无特殊原因终止的有期限的供货合同，采购人可以提前一个月通知，供货人可以提前三个月通知终止。

(b) any Supply Contract may be terminated by the Purchaser without any notice for important reasons including but not limited to the reasons for withdrawal specified above (the deadlines for issuance of the withdrawal statements shall not apply).

任何供应合同的终止，买方可因重要原因，包括但不限于上述规定的撤销原因（不适用撤销声明的最后期限），而不需发出任何通知。

4. In deviation of Section 9.4 the Purchaser shall be entitled to set off due claims to which the Purchaser is entitled, regardless of the legal grounds and legal relationship, against due claims of the Supplier.

若违反第 9.4 条的规定，买方有权将买方有权获得的到期债权与供应商的到期债权相抵销，不论其法

律依据和法律关系如何，买方有权抵销供应商的到期债权。

5. In deviation of Section 9.6 in the event of the assignment of claims to third parties, once the Purchaser consents to the assignment or is duly notified thereon, the Purchaser shall be entitled to make payments for performance of the duties only to the third party to which the claim or claims were assigned by the Supplier.

若违反第 9.6 条规定，在向第三方转让索赔的情况下，一旦买方同意转让或被正式通知，买

方应有权仅向供应商向其转让索赔的第三方支付履行职责的款项。

6. In addition to Section 10.3 the Purchaser's request for the Supplier to perform a replacement delivery or render subsequent performance shall specify a deadline to complete it and the Purchaser shall be entitled to withhold the payment under the Supply Contract (its relevant part) until this demand is met. The statement on the withdrawal from the Supply Contract shall be made within 30 days of the expiration of the deadline mentioned above, however not later than within 3 months of the expiration of the deadline for the delivery of goods or the performance of the services (or the relevant part thereof) set out under Supply Contract.

除第 10.3 条外，买方要求供应商进行替换交货或提供后续履约的要求，应规定完成交货的期限，买方有权扣留供应合同（其相关部分）项下的付款，直至该要求得到满足。撤销供应合同的声明应在上述期限届满后 30 天内作出，但不得迟于供应合同规定的交货或履行服务（或其相关部分）期限届满后 3 个月内作出。

7. In deviation of Section 10.4 if the Supplier fails to satisfy its duty to render subsequent performance within the reasonable period set by the Purchaser, apart from other statutory or contractual obligations the Supplier shall be obliged to redress the damage of the Purchaser by reimbursing the costs of rendering the subsequent performance and/or performing the necessary (preliminary) work (e.g. sorting) by the Purchaser or any third party. The above shall also apply to second sentence of Section 10.4.

若违反第 10.4 条规定，如果供应商未能在买方规定的合理期限内履行其后续履约义务，除其他法定或合同义务外，供应商有义务赔偿买方或任何第三方进行后续履约和/或进行必要的（初步）工作（如分类）的费用，以弥补买方的损失。上述规定也应适用于第 10.4 节第二条。

8. In deviation of Section 14.2 Background-IP shall remain property of the relevant holder and shall be provided to the other Party for unexclusive use (unexclusive license) if and insofar (in terms of the scope of use, territory and duration) as such is necessary for execution of the Supply Contract or for use of the products/services delivered under Supply Contract. Granting the Purchaser the right to use Background-IP shall be considered as the part of the contractual performance of the Supplier in consideration for the payment being part of the payment to the Supplier agreed under Supply Contract. If requested by the Purchaser and in respect of any industrial property rights, the Supplier shall be obliged to confirm granting the above right (license) or to grant it in writing under the terms set out above.

若违反第 14.2 条的规定，背景知识产权仍属于相关持有人的财产，并提供给另一方用于非排他性的使用（非排他性许可），如果（在使用范围、地域和期限方面）是执行供应合同或使用根据供应合同交付的产品/服务所必需的，则应提供给另一方用于非排他性的使用（非排他性许可）。授予买方使用背景知识产权的权利，应被视为供应商履行合同的一部分，作为对价，付款是根据供应合同约定向供应商支付的一部分。如果买方要求并涉及任何工业产权，供应商有义务确认授予上述权利（许可）或根据上述条款以书面形式授予该权利。

9. In deviation of Section 14.3 Foreground-IP shall generally be property of the Purchaser in their entirety or shall be transferred for the benefit of the Purchaser to the fullest extent permitted by law along with the sole right to permit a performance of derivative rights as the part of the contractual performance of the Supplier under the Supply Contract in consideration for the payment being part of the payment to the Supplier agreed under the Supply Contract and the Purchaser shall not be obliged to pay any further remuneration or compensation for the transfer or any usage of Foreground-IP. If such rights cannot be transferred, the Supplier shall grant to the Purchaser an irrevocable, transferable, sublicensable and exclusive license (or the right for use respectively) without any limit as to territory and with no right to have it terminated by the Supplier. The license (or the right for use respectively) shall be granted under the terms concerning the scope and payment specified above. At the first request of the Purchaser the Supplier shall be obliged to conclude relevant agreements including all provisions required by law in writing under the terms specified above.

若违反第 14.3 节的规定，前景知识产权一般应为买方的全部财产，或应在法律允许的最大范围内为买方的利益而转让，同时允许履行衍生权利的唯一权利，作为供应商根据供应合

同履行合同的一部分，作为根据供应合同约定向供应商支付的部分款项的对价，买方没有义务为转让或使用 前景知识产权支付任何进一步的报酬或补偿。如果该等权利不能转让，供应商应向买方授予不可撤销、可转让、可再许可和排他性的许可（或使用权），不受地域限制，且无权由供应商终止。许可证（或使用权）应根据上述规定的范围和付款条款授予。在买方首次提出要求时，供应商有义务根据上述规定的条款签订相关协议，包括法律规定的书面条款。

IV. Portugal

Insofar the Purchaser and Supplier have their domicile in Portugal, the following shall apply in addition to the above:

葡萄牙

如果买方和供应商的所在地为葡萄牙，除上述规定外，还应适用以下规定：

In deviation of Section 9.4 the Purchaser shall be entitled to set off claims due against claims due from the Supplier against each other. The Purchaser shall be entitled to withhold due payments as long as the Purchaser asserts claims against the Supplier based on incomplete or defective services or deliveries.

若违反第9.4条的规定，买方应有权将应向供应商提出的索赔与应向供应商提出的索赔相互抵消。只要买方以不完整或有缺陷的服务或交货为由向供应商提出索赔，则买方有权扣留到期付款。

V. Romania

Insofar the Purchaser and Supplier have their domicile in Romania, the following shall apply in addition to the above

罗马尼亚

如果买方和供应商的所在地为罗马尼亚，除上述规定外，还应适用以下规定：

1. In deviation of Section 2.7 unless otherwise agreed by the Parties or provided under the applicable mandatory legal provisions, the Supply Contracts may be terminated at any time by the Purchaser in case of nonfulfillment or improper fulfilment of the obligations by the Supplier under Supply Contracts that has not been remedied within the deadline specified by the Purchaser, with no prior formality, judicial or extra-judicial, notice of delay or court intervention. In the event of termination of the Supply Contracts, the Supplier shall be liable for all damages incurred by the Purchaser. The Purchaser shall also be entitled to exercise unilaterally ordinary termination of such contracts, at any time, by serving a 30 (thirty)-day prior written notice to the Supplier before termination, with no other formalities or costs. This shall also apply for fixed-term contractual relationships. This clause has been carefully read and negotiated in order to be fully acceptable to the Parties and this clause is hereby expressly agreed and accepted by the Parties.

若违反第2.7条的规定，除非双方另有约定或适用的强制性法律规定，否则，如果供应商未履行或不适当地履行供应合同规定的义务，且未在买方规定的期限内得到补救，买方可随时终止供应合同，而无需事先办理任何手续、司法或司法外通知、延迟通知或法院干预。供应合同终止时，供方应承担采购人的一切损失赔偿责任。买方还有权在任何时候行使单方面的普通合同终止权，在终止前向供方送达 30（30）天的书面通知，无需办理其他手续或支付其他费用。此条款同样适用于固定期限合同关系。本条款经仔细阅读和协商，以使双方完全接受，双方在此明确同意并接受本条款。

2. In deviation of Section 9.4 the Purchaser shall be entitled to set off due claims to which the Purchaser is entitled, regardless of the legal grounds and legal relationship, against due claims of the Supplier. The Purchaser shall be entitled to withhold due payments as long as the Purchaser asserts claims against the Supplier based on incomplete or defective services or deliveries.

若违反第9.4条的规定，买方有权将买方有权获得的到期索赔与供应商的到期索赔相抵销，无论其法律依据和法律关系如何，买方有权将其有权获得的到期索赔与供应商的到期索赔相抵销。只要买方以服务或交货不完整或有缺陷为由向供应商提出索赔，买方有权扣留到期付款。

3. In deviation of Section 9.6 the Supplier shall not be entitled to assign the claims thereof against the Purchaser to third parties or arrange for the collection thereof by third parties without the prior written consent of the Purchaser. However, the assignment of claims to third parties shall be valid even without the Purchaser's consent. Once the Purchaser consents to or is duly notified on the assignment of claims, the Purchaser shall be entitled to make payments for performance of the duties only to the third party to which the claim or claims were assigned by the Supplier. Prior to giving its consent or being notified on the assignment of claims, the Purchaser will be entitled to make payments for performance of the duties only to the Supplier.

若违反第9.6条的规定，未经买方事先书面同意，供应商无权将其对买方的债权转让给第三方，或安

排第三方收取债权。但是，即使未经买方同意，向第三方转让债权也应有效。一旦采购人同意或被正式通知债权转让，采购人只有权向供应商转让债权的第三方支付履行职责的款项。在同意或接到债权转让通知之前，买方将有权只向供应商支付履行职责的款项。

VI. Spain

Insofar both, the Purchaser and the Supplier have their domicile in Spain, the following shall apply in addition to the above:

西班牙

如果买方和供应商的所在地为西班牙，除上述规定外，还应适用以下规定：

1. In deviation of Section 2.8., first sentence
If a petition is filed for the initiation of insolvency proceedings concerning the Supplier's assets, the Purchaser is entitled to withdraw from the contract with respect to contractually owed performances which have yet to be rendered, provided the previous consent of the receiver. Possible existing claims for damages of the Purchaser remain unaffected.

若违反了第2.8节，第一条规定：

如果就供应商的资产提起破产程序的申请，买方有权退出合同中尚未履行的合同义务，但须事先征得接管人的同意。买方可能提出的现有损害赔偿要求不受影响。

2. In deviation of Section 5.2.
In the event of a penalty claim in accordance with Section 5.2 of the GTC, the Supplier shall be free to prove that the Customer has not suffered any damage or that the damage is less than the penalty, whereby the Customer shall, upon prior request by the Supplier, provide the latter with conclusive information on the items and the amount of the damage caused by the delay in delivery. The rest of Section 5.2 of the GTC remains unaffected.

若违反了第5.2条规定：

如果根据GTC第5.2条提出违约金索赔，供方可自由举证证明客户没有遭受任何损失或损失金额低于违约金，根据供方的要求，客户应事先向供方提供有关物品和因延迟交货造成的损失金额的结论性资料。GTC第5.2条的其余部分不受影响。

3. In deviation of Section 8.3.

若违反第8.3条规定

(i) The Purchaser shall conduct inspections of incoming goods in accordance with Section 8.2 of the GTC in order to determine externally visible transport damage to the packaging, quantity and identity of the goods, and shall notify the Supplier if deviations are found in the course of such inspections. Further inspections shall not take place, as a general rule. The Purchaser shall notify the Supplier of defects which were not evident in such inspections ("Hidden Defects") following the discovery thereof.

买方应根据《通用技术合同》第8.2条对进货货物进行检查，以确定货物的包装、数量和身份等外部可见的运输损害，并在检查过程中发现偏差时应通知供方。一般情况下，不得进

行进一步检查。在发现缺陷（"隐蔽缺陷"）后，买方应将此类检查中未发现的缺陷（"隐蔽缺陷"）通知供应商。

(ii) Notices of defects in terms of Section 8.2 of the GTC shall be timely if the defects are reported to the Supplier within ten (10) workdays of receiving the goods at the latest or, in case of Hidden Defects, within ten workdays of discovering the defect. Payment of an invoice with no notice of defects shall not amount to confirmation by the Purchaser that the goods conform to contractual requirements.

如果最迟在收到货物后十(10)个工作日内向供应商报告缺陷，或在发现缺陷后十个工作日内向供应商报告缺陷，则应及时发出 GTC 第 8.2 条规定的缺陷通知。在没有缺陷通知的情况下支付发票，不等于买方确认货物符合合同要求。

4. In deviation of Section 14.3. and 15.2.
If the Supplier is obliged under Clauses 14.3 or 15.2 to grant the Purchaser a free, irrevocable, transferable, sublicensable and exclusive licence (Clause 14.3) or right of use (Clause 15.2) of copyrights without limit as to time, territory and subject matter, the Supplier expressly waives any subsequent claim to remuneration

若违反第 14.3 条和 15.2 条规定

如果供应商根据第 14.3 条或第 15.2 条有义务向买方授予免费、不可撤销、可转让、可再许可和排他性的版权许可（第 14.3 条）或版权使用权（第 15.2 条），且不受时间、地域和主题的限制，则供应商明确放弃对报酬的任何后续要求