

# 通用采购条款

## General Terms of Purchase

昆山施尔奇汽车系统有限公司（以下简称“CRH”）

CRH Automotive Asia Co., Ltd. (hereinafter "CRH")

### I. 主要规定

#### Key provisions

CRH 的采购条件和条款是排他性的。任何与 CRH 采购条件和条款相抵触的供应商的条件和条款将不被 CRH 接受，并且不适用，即使 CRH 没有对此个别地及明确地表示反对。

CRH's terms and conditions of purchase are exclusive. Any suppliers' general terms & conditions which contradict or deviate from CRH's terms and conditions of purchase will not be entertained by CRH and are deemed not to apply even if they are not individually and explicitly opposed.

### II. 订单

#### Order

1. 供应商保证及时接受订单。如订单没有及时接受，CRH 保留取消订单的权利。交货要求书（Delivery call-ups）是有法律约束力的。

The Supplier undertakes to accept the order without delay. If the order is not accepted in a timely manner, CRH reserves the right to rescind the order. Delivery call-ups are binding.

2. CRH 有权要求对所订购的产品结构或设计在合理时限内进行修改。出现此等情况的后果，特别是增加或降低成本，以及交付日期改变，将由双方商定。

CRH is entitled to require modifications in the design or construction of the product ordered within reasonable limits. In such cases, the consequences, in particular, additional or reduced costs and changed delivery dates, are to be mutually agreed.

### III. 价格、发货及包装

#### Prices, shipping, packaging

1. 商定的价格应视为固定价格。包装、转运、保险及运输至 CRH 指定的装运目的地或交货地的成本包括在价格中。如价格在发出订单时没有商定，则通过订单确认书来确定，但是，在这种情况下，交货前要由 CRH 来确认。双方已达成协议的履行地不受此定价方法的影响。

The agreed prices are deemed to be fixed prices. The costs of packaging, freight forwarding, insurance and transport to the shipping destination given by CRH or the delivery address are included in the prices. Where the prices have not been agreed before the order is placed, they are to be communicated in the order acknowledgement but, in this case, they will require confirmation by CRH before delivery. The method of pricing does not affect the agreement on the place of performance.

2. CRH 最新版的供应商物流指导手册中的物流条款适用于本通用条款。风险从 CRH 转移至供应商，由供应商承担意外灭失的风险。

CRH Logistic terms in their latest edition ( Logistic Guideline for Suppliers) apply. Supplier bears the risk for accidental perishing and loss. Passing of risk is CRH works.

3. 购买承诺只有在供应商有竞争力的情况下才是有效的。本合同所称竞争力包括所有与竞争相关的要素，尤其是技术，质量，价格及供货能力方面。CRH 有权对上述要素进行竞争力分析。该分析必须制作成易于理解的文件。一旦 CRH 证明在同等条件下供应商与其它竞争者相比不再具有竞争优势，供应商有三个月的时间重建竞争力。时间从收到 CRH 书面通知的次日算起。如果供应商不再具有竞争力，CRH 有权提前 6 个月通知供应商终止合同。

The purchase commitment is only valid with the reservation that the Supplier is competitive. Competitiveness in this contract covers all competitiveness relevant factors, in particular technology, quality, price and ability to supply. CRH has the right to

perform a competition analysis regarding the aforementioned factors. This analysis has to be documented comprehensible. If CRH is able to prove that the Supplier is no more competitive with other competitors (under same general conditions) the Supplier has the right within a period of 3 months to re-establish the competitiveness. The 3 months are valid from the date of receipt of written notification by CRH. If the Supplier won't be competitive with this term CRH has the right to terminate the contract with a notice period of 6 months.

4. 供应商应承担货物装运的风险。在货物交付至商定的交货地或使用地之前，所有形式的风险（包括沉没）由供应商承担。

Shipment of goods takes place at the supplier's risk. The risk of all forms of damages including accidental sinking remains with the supplier until the goods are delivered to the agreed delivery address or place of application.

5. 在任何发货阶段供应商需要保持 5 天消耗量的成品库存。

At all phase during the delivery the supplier holds at his warehouse a safety stock of 5 days consumption in finished goods.

#### IV. 支付

##### Payment

1. 货款应当在货物及完整的原始发票收到后的 90 天根据合同向供应商支付。具体应付款日期按收到发票之日和/或交货日期（如交付早于商定日期，则按商定的交付日期）计算。

Net payment will be made 90 days net after the goods and complete original invoice have been received in accordance with the contract. The due date for payment is calculated from the date of receipt of the invoice and/or the date of the delivery (if delivery is before the agreed date, the agreed delivery date will be used) and in accordance with our fixed payment dates.

2. 如交货不合格，CRH 保留不支付供应商发票全额或部分金额的权利，直至交付完全满足合同要求。

If the delivery is non-conforming, CRH reserves the right to keep back payment of the supplier's invoice in whole or in part until the delivery has been completed as agreed in the contract.

3. 除非得到 CRH 事前书面批准，供应商无权向任何第三方转让应收款，或由第三方收取。

The supplier is not entitled to assign any CRH receivables to any Third Party or to have these collected by Third Parties unless prior written approval has been obtained from CRH.

#### V. 退货报告/CRH 供应商质量管理指导方针

##### Reject reports/ CRH Quality Management Guidelines for Suppliers

1. 供应商保证在进货检验部门及中间、最终和装运前测试中采取适当措施，以确保只有符合具体要求的产品才交付。CRH 保证只进行标识和质量检查，以及对所交付的货物包装进行检查是否有在途损坏。如在正常业务条件下是正当的，CRH 将在下次生产运作开始前对使用所交付产品制造的部件进行测试，或对用所交付产品制造的最最终产品进行最终测试。

The supplier undertakes to perform suitable measures in his incoming goods inspection department and in intermediate final and pre-shipment tests to ensure that only products meeting the specific requirements are, in fact, delivered. CRH undertakes to perform only identity and quantity checks and to check the deliveries for transit damage to the packaging of the goods delivered. Where it is justifiable under normal business conditions, CRH will either test the subassemblies manufactured using the delivered products before the next production operation commences or will subject the final product manufactured with the delivered products to final testing (e.g. a product audit).

2. CRH 保证将在正常业务中一经发现任何交货缺陷将立即向供应商通报。除非能够被证明是明显的缺陷，否则供应商不得以 CRH 没有及时通报为由进行抗辩。

CRH undertakes to communicate to the Supplier a report on any defects in the delivery as soon as they have been discovered in the normal course of business. In this context, the Supplier hereby waives the right to the defence of tardy complaint provided there is no evident defect.

3. CRH 当前的供应商质量管理方针及不时修正的内容应视为是本合同不可分割的一部分。

CRH's current Quality Management Guidelines for Suppliers as amended from time to time are considered to be an integral part of the contract.

## VI. 保密 Confidentiality

1. 供应商，作为 CRH 契约合作一方，应当按照正常的业务惯例和法律的规定对 CRH 的所有文件、信息及数据等严格保密，除非这些信息已为公众所知。

The Supplier undertakes to treat all documents, information and data etc. relating to CRH to which he becomes a party in connection with the contractual cooperation with the utmost confidentiality in accordance with normal business practice and in compliance with current data protection legislation provided the information is not already in the public domain.

2. 供应商尤其不应当未经授权向第三方传授或使未授权第三方以其他方式得到任何图纸、模型、模板、样品以及其他此等物品。

The Supplier undertakes in particular not to pass on to or otherwise make available to unauthorized Third Parties any drawings, models, templates, samples and other such objects.

3. 供应商保证要求其员工和分包商作与本条相关的相应保证。应 CRH 要求，供应商将出具此类保证的相应证据。

The Supplier undertakes to require a corresponding undertaking from his employees and subcontractors. At CRH's request, the Supplier will present the appropriate evidence of this undertaking.

4. 允许供应商宣传其与 CRH 业务关系的存在，但如将 CRH 的产品、部件或文件来制作广告或其他形式的出版物，必须取得 CRH 的书面批准后方可。

The Supplier is only permitted to advertise the fact that these business relations exist or use CRH products, components or documentation for advertising or any other form of publication after prior written approval by CRH.

## VII. 交货日期及期限、违约及不可抗力 Delivery dates and deadlines, default and Force Majeure

1. 所有商定日期及期间对双方具有法律约束力的。交货要求书是固定日期的。CRH 收到货物即被视为交付有效日或有效交付期。

All agreed dates and periods are considered binding. Delivery call-ups are fixed dates. The receipt of the goods by CRH is considered to be the effective date of delivery or period of delivery.

2. 如供应商意识到商定的日期或期限因故无法遵守，供应商保证通过传真立即 CRH 通报延迟原因及持续时间。

If the Supplier realizes that an agreed date or deadline will not be adhered to for whatever reason, he undertakes to inform CRH without delay quoting reasons and the duration of the delay in writing / by fax.

3. 如于商定日期前交货，CRH 保留退货权利，费用由供应商承担。如提早交货没有退回，货物将储存于 CRH 处至商定的日期，费用及风险由供应商承担。

If delivery is made before the agreed time, CRH reserves the right to return the delivery at the Supplier's expense. If a premature delivery is not returned, the goods will be stored until the agreed delivery date at CRH but at the expense and risk of the Supplier.

4. 分批交货只有经明确协议才会被 CRH 作为例外接受。如双方同意分批交货，所余数量必须列出。

Partial deliveries will only be accepted by CRH as exceptions after explicit agreement. Where partial delivery has been agreed, the residual quantity must be listed.

5. 如果延迟是因为供应商的原因造成的，供应商保证向 CRH 赔偿任何因为延迟而造成的损害。

The Supplier undertakes to reimburse CRH for any damages caused by the delay and being attributable to Supplier.

6. 供应商应根据延迟交货的价值按每延迟一天罚 1% 最多不超过 10% 的方式承担违约金。供应商可以提出 CRH 没有损失或者每天的损失低于 1% 的证明。尽管供应商支付了违约金，CRH 并不因此放弃根据第 VII.5 的规定要求其赔偿损失的权利。

In case of delay, following liquidated damages will become due: 1% of the delivery value per day of late delivery with a limit at 10%. Supplier may evidence that CRH had no damages or damages falling below 1% per day. Supplier's payment of liquidated damages will not waive any incorporated reimbursement rights of the CRH as of VII 5.

7. 不可抗力、社会动乱及其他不可预见、不可避免的严重事件可免于合同双方履行任何合同义务（仅限于中断期间）。合同双方有义务在合理情况下立即提供必要信息，并真诚地根据变化的形势调整他们的义务。

Force majeure, social unrest and other unforeseen, unavoidable, severe incidents will have the effect of releasing the contractual parties from their obligations under this contract for the duration and the extent of the disruption. The contractual parties are obliged to provide the necessary information within the context of what is reasonable and without delay and to adapt their obligations bona fide to the changed situation.

## VIII. 质保

### Warranty

1. 如供应商交付不合格产品，应首先给予供应商改正的机会（如返工、重新交付），除非 CRH 对此不可接受。如 CRH 要求供应商进行改正但供应商不能于 CRH 指定的时间内完成，CRH 保留自己进行改正、或由第三方进行改正（费用由供应商承担）的权利。如情况紧急不能等待，CRH 保留不给予宽限期就自己进行改正、或由第三方进行改正（费用由供应商承担）的权利。这适用于某些情况，例如只有通过采取立即措施才可避免异常高费用的情况。

Where the Supplier delivers non-conforming products, the Supplier will initially be afforded the opportunity to make good the deficiency (rework, redelivery) unless this should be unacceptable to CRH. Where CRH demands that the Supplier make good a deficiency but the Supplier cannot comply with the request within the time allotted by CRH, CRH reserves the right to carry out the remedial work itself or to have the work carried out by a Third Party at the expense of the Supplier. In urgent cases where it would be unacceptable to wait, CRH reserves the right to carry out the remedial work itself or to have the work carried out by a Third Party at the expense of the Supplier without setting a grace period. This would apply, for example if unusually high expenses can only be avoided through taking immediate action.

2. 质保期限为车辆首次登记或备件安装后 36 个月，然而最长不得超过自交付给 CRH 起 48 个月。即使最终客户是企业而不是消费者，CRH 保留要求进行此类赔偿的权利。

The warranty ceases at the end of a 36-month period after first registration of the vehicle or fitting of the spare part, however at the latest 48 months after delivery to CRH. CRH reserve the right to make such claims even though the final customer is a business and not a consumer.

3. 除非另有书面同意的其他安排，质保应按照当前法律规定。

The warranty is subject to the provisions of current legislation unless some other arrangement has been agreed in writing.

## IX. 责任

### Liability

1. 供应商有义务对因交付不合格产品或应由其负责其他原因造成的直接或间接损害向 CRH 作出赔偿。

The Supplier is obliged to reimburse CRH for any damage of a direct or consequential nature as a result of a non-conforming delivery or for any other reasons for which the Supplier is responsible.

2. 当供应商对产品缺陷有责任、并对第三方负有责任时，供应商有义务向 CRH 补偿任何第三针对 CRH 的索赔。

Where the Supplier is responsible for a product defect is and bears responsibility towards Third Parties, he is obliged to indemnify CRH against any claims by Third Parties.

3. 在其责任范围内，供应商也应负责赔偿任何因采取避免损害赔偿诉讼措施（如进行产品召回）而发生的费用。

Within the context of his liability for damages, the Supplier is also responsible for reimbursing any expenditure which may occur in connection with measures required to ward off action for damages (e.g. recall operations). CRH undertakes to inform the

Supplier of the content and scope of a

4. CRH 保证向供应商通知此等措施的范围和内容 — 条件是这是合理的和可能的 — 以及给供应商机会进行说明。

CRH undertakes to inform the Supplier of the content and scope of any such measures - provided this is reasonable and possible - to give him the opportunity to comment.

5. 供应商保证购买和维持与本合同所述义务相应水平的产品责任险。

The Supplier undertakes to take out and maintain product liability insurance at a level commensurate with the obligations referred to herein.

## **X. 所有权**

### **Proprietary rights**

1. 如果供应商按合同提交给 CRH 的货物侵犯了第三方的权利或者正在申请的权利（统称“权利”），并且至少有一项权利已经在供应商所在国、欧洲专利局或在下列任一国家被公告：德国、英国、奥地利、法国或美国，供应商应当对因此提出的索赔负责。

The Supplier is liable for any claims resulting from contractual application of the goods delivered to CRH where this application is an infringement of proprietary rights and applications for proprietary rights ("proprietary rights"), where at least one of the rights infringed upon is published in the country of the Supplier, the European Patent Office or in one of the following countries: Federal Republic of Germany, Great Britain, Austria, France or USA.

2. 供应商保证赔偿 CRH 及客户任何因使用此等权利而引起的索赔。

The Supplier undertakes to indemnify CRH and the customer from any claims resulting from the use of any such proprietary rights.

3. 如发生侵权风险或声称侵权，合同双方保证立即通知对方，以便给予对方时间准备索赔应诉。

3. The contractual parties undertake to inform each other without delay if any risk of infringement or alleged infringement takes place in order to give each other time to prepare defences against the claims.

## **XI. 书面形式**

### **Written form**

所有对此通用条款的修改及增加必须是书面的。该规定同样适用于对单笔合同的任何议定、修正和增加，特别是交货合同及交货要求书。交货要求书及其修正、增加内容也可通过网络电子数据来予以通知。

Any modifications or addenda to these terms & conditions must be in writing. The same applies to any conclusion, amendments and addenda to the individual contracts, in particular contracts for delivery, delivery call-ups. Delivery call-ups and any amendments and addenda to them can also be notified by modem transfer or machine-readable media.

## **XII. 结论**

### **Conclusions**

1. 如果供应商的破产程序已经启动，则另一方有权就其尚未履行的部分取消合同。

if insolvency procedures have been initiated with regard to that Supplier's assets, the other Party is entitled to withdraw from the contract with regard to that part of it not yet fulfilled.

2. 本合同适用中华人民共和国法律。本合同明确排除《联合国国际货物销售公约》。

This contract is exclusively subject to the laws of the Federal Republic of the People's Republic of China. The UN Convention on the International Sale of Goods is explicitly excluded.

3. 除非在订单上另有详细安排，交货及付款履行地均为昆山。

The place of performance for deliveries and payment is Kunshan unless alternative arrangements are made in the details of the order.

4. 昆山的法院应有管辖权。

The Courts at Kunshan shall have jurisdiction.

5. 如果本通用条款或某份合同中的任何条文或部分条款被确认为无效或无法执行，不管出于什么原因，无效或无法执行应仅限于所述条款，不影响其他条款的效力与执行。此类无效或不能执行的条款应当（或被视为应当）根据合同、通用条款以及其他规定的目的，用那些与之相区别的有效且可执行的条款来代替。中英文表述不一致的，以中文为准。

If any provision or part of these General Terms of Purchase or an Agreement is rendered void or unenforceable, for whatever reason, then it shall be void and unenforceable to that extent only and no further. Any such void or unenforceable part of the Agreement or the General Terms of Purchase shall be ( deemed to be) replaced by provisions that are neither void nor unenforceable and that differ as little as possible, in view of the aims of the Agreement and the General Terms of Purchase and the relevant provisions, from the void and/or unenforceable provisions. **The Chinese version should prevail in case any conflict exists.**