



# Chery Jaguar Land Rover Warranty Recovery Guide

## 奇瑞捷豹路虎 二次索赔指南

Effective in relation to all Goods Supplied under CJLR Purchase Contract  
本文件适用于 CJLR 采购合同下的所有商品

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## Preface

### 前言

As part of the continuing policy of achieving the highest standard of quality and reliability of Jaguar and Land Rover products to meet the expectations of our customers, the BUYER provides manufacturer warranty on new vehicles.

为了满足客户的期望，本指南作为实现捷豹和路虎的产品质量和可靠性的最高标准的持续政策的一部分，买方对于新车提供了制造商保修期。

The SUPPLIER supplies the BUYER with Goods for use in the BUYER's vehicles. The terms of supply of such Goods are set out in the BUYER's Production Purchasing Global Terms and Conditions (BUYER PPGTC released on Jan. 1, 2013, as amended or superseded from time to time) ("Global Terms"). Under Section 22 of the Global Terms, the SUPPLIER provides warranty on the Goods it supplies to the BUYER and that Section also details the warranty period applicable to the Goods. This guide is an integral part of Global Terms.

卖方提供的商品在买方的车辆上使用。供应此类商品的条款在买方的采购生产总条款和条件中明确(买方 PPGTC 于 2013 年 1 月 1 日发布,并在不断地修订或更新中)(《总条款》)。根据《总条款》第 22 条,卖方对于供应的商品提供买方质保并且在同章节中详述商品使用的质保期。本指南是《总条款》不可分割的一部分。

This Guide describes the process by which the SUPPLIER's liability for costs incurred by the BUYER under New Vehicle Warranties (as defined in Section 22.03 of the Global Terms), or under the warranties provided by the BUYER (or any of its Related Companies) to the end customer covering Goods installed, used, or sold as service or replacement parts, or as accessories, for Goods that are defective or do not conform to, or are otherwise in breach of, the SUPPLIER's warranty obligations to the BUYER for such Goods will be determined and charged to the SUPPLIER.

此指南描述的相关流程,包括了在新车保修期内由于卖方责任而造成买方产生费用(作为《总条款》第 22.03 定义),或者买方(或任何其关联公司)提供最终用户的商品保修内容,包含作为安装,使用,或作为保养件或更换件出售的商品,或者作为附件,供货物存在缺陷或不符,或者以其他方式违反,买方将对此类商品的质量责任进行确定,并向卖方实施索赔。

This Guide is part of the Global Terms and supplements Sections 22 and 23 of the Global Terms. All references to the Global Terms in this Guide include the Global Terms as supplemented by this Guide. References in this Guide to specific Sections of the Global Terms are references to the specified Sections, and in regard to revised versions of the Global Terms, will be construed to be references to the Sections dealing with the same topics in the revised versions of the Global Terms. Unless stated otherwise, defined terms used in this Guide shall have the meanings ascribed to them in the Global Terms.

本指南是《总条款》的一部分,并且对《总条款》第 22 和 23 条款进行补充。在本指南中



对于《总条款》的所有引用是把本指南作为《总条款》的补充。本指南中对《总条款》特定条款的引用是对这些指定条款的引用，对于《总条款》的修订版本，应视为对《总条款》修订版本中对相同主题条款的引用。除非另有说明，本指南中使用的术语的定义和《总条款》中的定义相同。

## 1. Applicability 适用范围

This Guide applies to all Goods (including, without limitation, any Goods supplied for Production Vehicles, Goods that are dealer-installed accessories on new vehicles, any Service Parts or replacement parts, and any Goods installed, used, or sold as accessories for used vehicles) that are supplied to or on behalf of the BUYER or its Related Companies.

此指南适用于所有商品（包括但不限于提供给汽车的任何商品，以及商品作为新车附件由经销商安装，以及任何保养件或更换件，以及任何安装任何，使用，或买卖用于二手车的商品），这些商品提供给买方或代表买方的公司或其关联公司。

This Guide will apply to all Goods supplied in connection with purchase contracts issued by BUYER and will supersede any previous Guide version or separate written warranty agreements between the BUYER and the SUPPLIER in respect of those Goods.

本指南将适用于买方发出采购订单关联的所有商品，并将取代任何以前买方和卖方之间关于商品的单独书面质保协议。

Where the Goods contain components supplied to the SUPPLIER by a Sub-SUPPLIER, the SUPPLIER is responsible for negotiating and enforcing all warranty terms and conditions with the Sub-SUPPLIER directed or otherwise relating to the Goods, unless otherwise expressly agreed in writing between the BUYER and the SUPPLIER for the specific Goods.

如果商品包含由分供方提供给卖方的零件，卖方负责和分供方关于商品本身或和商品相关的保修条款和条件进行谈判和执行，除非买方与卖方之间对于特定商品另有明确书面约定。

## 2. SUPPLIER Goods Warranty 卖方商品质保

3.1 The SUPPLIER shall ensure that the quality and technical solutions applied while developing and manufacturing the parts under BUYER purchase contract are compliant with relevant nations' Government Requirements and BUYER's technical and quality requirements, and that there is no quality issue with raw material and/or production process or quality issues that may cause bodily harm or property damage. Furthermore, the quality of the SUPPLIER mass-produced



parts shall not be inferior to that of the pilot sample parts or prototype parts.

卖方在买方采购合同项下零件开发、生产过程中，应保证其质量与技术方案符合各相关国家的政府要求和买方的技术、质量要求，没有原材料、制造工艺的质量问题，不存在任何可能导致人身、财产受危害的质量问题。并且，卖方的量产零件质量至少不低于试生产样件或原型件的零件质量。

- 3.2 If there are batch quality issues (in design or manufacturing) in any parts produced under BUYER purchase contract, and grave consequences or adverse effects are likely to be caused as a result, BUYER shall immediately send to the SUPPLIER (via facsimile, telephone, email, etc.) notice thereof accompanied by all necessary information relevant to such quality issues. The SUPPLIER shall promptly respond, and immediately provide all necessary information, participate in an investigation, technical verification or arbitration and cooperate with BUYER to implement all necessary remedial measures to alleviate or eliminate the issues or crisis.

如果在买方采购合同项下的零件发生批量质量问题（设计或制造质量问题）并可能导致较为严重的后果或负面影响，买方应立即向卖方进行通报（传真、电话或电子邮件等）并提供与批量质量问题有关的一切必要的信息，卖方应立即对上述通报做出反应，立即提供一切必要的信息，参与调查、技术鉴定和技术仲裁并与买方一起采取一切必要的补救措施，以缓解或消除所面临的问题或危机。

Both Parties shall negotiate to implement necessary technical modifications to the parts in question in order to lower the risk of the same batch quality issues reoccurring in future. BUYER will provide technical supports to the SUPPLIER.

双方应协商对该零件做出必要的技术更改，以降低再度发生同样批量质量问题的风险。买方应对卖方的工作提供技术支持。

- 3.3 If any claim or lawsuit is brought against BUYER by any third party alleging that parts manufactured under this Agreement and installed on BUYER-produced vehicles are defective and have caused damage to said vehicles and/or otherwise caused bodily harm or property damage, then following receipt of an urgent notice from BUYER, the SUPPLIER shall immediately provide all necessary information and take necessary actions, such as participating in an investigation, technical verification or arbitration. In case of a lawsuit, both Parties shall deal with it cooperatively.

如果第三方指控安装在买方制造的车辆上有质量问题的本协议下零件导致了该车辆损坏和/或人身、财产损失，并因此向买方提出索赔或起诉，卖方在收到买方紧急通报后，卖方应立即对上述通报做出反应，立即提供一切必要的信息，参与调查、技术鉴定和技术仲裁等必要的行动。如果发生诉讼，双方应合作应对。

- 3.4 If a recall of BUYER vehicles is necessary due to defective parts installed on said vehicles, the SUPPLIER shall cooperate with BUYER and relevant authorities on



the investigations that BUYER may conduct to identify potential defects with its parts, provide required information for the investigations and assist in necessary technical tests. The SUPPLIER shall also cooperate with BUYER to recall defective vehicle parts, to assist BUYER in forecasting results of the recall and to handle recalled vehicles.

若在买方制造的车辆上有质量问题的零件导致买方车辆召回，卖方应当配合买方及有关主管部门对其零件可能存在的质量问题进行调查，提供调查所需的有关资料，协助进行必要的技术检测。卖方也需要配合买方进行缺陷汽车零件的召回，帮助买方预测召回效果和处理召回汽车。

Both Parties agree all expenses incurred in connection with liability claims arising from parts, including all direct or indirect losses, shall be borne by the party who is responsible for the part defect. To avoid any doubt, the loss of profit is excluded.

双方约定对所发生的同零件责任索赔有关的一切费用，包括直接损失和间接损失，应由造成零件质量责任的一方承担。为避免疑义，利润损失是除外的。

Thus, if the parts defect is caused by SUPPLIER, the SUPPLIER shall bear the corresponding expenses for compensation. Likewise, if the part defect is caused by BUYER, BUYER shall bear the corresponding expenses for compensation. If both Parties share responsibility for the quality issues, both Parties shall share the costs incurred in proportion to their respective liability. Both Parties shall determine, in good faith, the most effective and reasonable solution to such claims through negotiation.

如果零件质量责任是由于卖方造成的，则卖方应承担相应的赔偿费用。如果零件质量责任是由于买方造成的，则买方应承担相应的赔偿费用。如果上述的零件责任由双方原因造成，双方依据其责任的大小按比例分摊所发生的费用。双方应就如何最有效、合理地处理上述索赔进行诚信协商。

SUPPLIER's obligations and responsibilities with respect to BUYER part recalls/service actions shall continue to be effective past the expiry or early termination of this Agreement. In the event that BUYER recalls defective vehicles owing to the SUPPLIER's failure to fulfill its obligations under this clause, BUYER shall be entitled to compensation from the SUPPLIER hereunder even if this Agreement is terminated or expired.

卖方对买方的零件所负的召回和服务行动义务与责任，不因本合同提前解除或终止而免除。即使本合同终止或到期，若买方因卖方违反本条本款相关义务而进行缺陷汽车召回和服务行动，则买方仍有权依照本合同本条约定向卖方进行追偿。

**3.5 The SUPPLIER shall subject its sub-SUPPLIERS or other SUPPLIERS it has contracted to provisions of this Agreement in writing.**

卖方应通过书面约定，以使其分包卖方或外委方遵守本协议规定。





### 3. BUYER's Customer Warranty

#### 买方用户质量担保

#### 4.1 Warranty Requirements

##### 质量担保要求

The parts provided by SUPPLIER must meet the requirements in the technical specification. In case of parts quality problems in the life of its commitment, the SUPPLIER shall be liable for breach.

卖方所提供的零件必须满足技术任务书的要求，在其承诺的零件寿命期内出现质量问题，卖方应承担违约责任。

If the SUPPLIER discovers quality issues (whether existing or predicted) in the supplied parts, it shall promptly notify BUYER thereof so that BUYER can mitigate losses.

如果卖方自己发现了所供零件的质量问题（包括已有的和预见到的问题），卖方应及时通知买方，以便买方控制损失程度。

The SUPPLIER shall abide by BUYER's storage rule and process relevant formalities with BUYER to retrieve the parts within 10 working days following receipt of BUYER's notice to retrieve return parts.

卖方应遵守买方的存放规定，在收到买方要求领取售后返回件通知后的10个工作日内，到买方办理取件的相关手续。

With respect to the malfunction analysis report provided by BUYER or the SUPPLIER, the SUPPLIER is obligated to propose improvement measures for the malfunctioning parts and to implement said measures, and shall assume responsibility to make compensation for not adhering to said improvement measures.

针对买方或卖方的故障分析报告，卖方有义务对零件出现的故障提出改进建议，采取改进行动，并承担卖方不遵守改进行动计划的赔偿责任。

It is expressly provided that, in the event of termination/expiry of all supply contracts with BUYER, as well as the SUPPLIER's quality performance being below engaged quality commitment, BUYER will calculate the recovery estimation amount in terms of historical data and retain this amount from deserved payment to SUPPLIER as recovery deposit. If one contract is terminated or expired, but there are still another purchase contracts on-going, subject to its reasonable discretion, BUYER won't retain deposit.

需要明确的是：在卖方与买方所有供货合同终止或到期情况下，如果卖方的质量表现低于承诺的质量目标时，买方根据卖方二次索赔的历史数据，计算相应二次索赔的预估金额，并扣押相应货款作为二次索赔的保证金。如果卖方某个零件采购合同终止或到期，但是仍然存在其他采购合同的情况，受限于买方合理裁量，将不扣押保证金。



## 4.2 Warranty Liability

### 质量担保责任

The SUPPLIER shall warrant the parts for the period agreed to hereunder. If a newly enacted law or regulation extends the aforementioned warranty period, or BUYER requests longer warranty period based on market situations, the SUPPLIER shall extend the Warranty Period as required by such law or regulation or BUYER's request.

卖方应按照双方约定的本协议项下零件质量担保期限提供该零件的质量担保。如果新出台法律法规的规定应延长上述担保期，或买方根据市场要求延长上述担保期，卖方应延长担保期至新法律法规的规定或买方要求的期限。

## 4.3 Quality Crisis Management

### 质量危机处理

In the event of quality crisis that leads to inordinate customer complaints, “three guarantees” or “recall”, the SUPPLIER shall fully cooperate with BUYER to resolve such a crisis and mollify customer complaints as soon as possible, even if the responsible party for such crises has yet to be ascertained. If subsequent analysis shows that the SUPPLIER is not responsible for it, BUYER shall release the SUPPLIER from liability. If the SUPPLIER fails to cooperate or does not cooperate in a timely manner, any consequence arising therefrom shall be the SUPPLIER's responsibility.

当出现导致用户强烈抱怨、“三包”、“召回”等等因质量问题所产生的危机时，即使零件责任未界定，卖方应做到全力配合买方以最快速度解决危机，平息用户抱怨。事后分析证明不是卖方的责任，买方免除卖方相应的责任。如果卖方不予以配合或不及时配合时，导致的后果由卖方承担。

## 4.4 Warranty Period

### 保修质量担保期限

#### Warranty Period

The Warranty Period is the period of time that the SUPPLIER warrants to BUYER during which any parts supplied under this Agreement shall either be free from quality issues, or upon the occurrence of quality issues will be repaired, replaced or returned without cost. The Warranty Period shall begin from the date when the end user picks up the vehicle (or Goods).

#### 保修质量担保期

是指卖方向买方承诺本合同项下零件不出现质量问题或出现质量问题保证免费维修、更换或退货的时间期限。质量担保期限从买方的最终用户提车（或取商品）之日起计算。



BUYER currently provides 3 years/100,000 kilometers warranty policy for the China market. The warranty period that the SUPPLIER provides for its Goods shall in no case be shorter than that which BUYER promises to its end users except to the extent that Technical Specification or an Earlier Agreement has been signed between two parties in advance. If during the term of this Agreement, a newly enacted law or regulation extends the aforementioned warranty period, or BUYER requests a longer warranty period based on market situations, the SUPPLIER shall extend the Warranty Period as required by such law or regulation or BUYER request.

奇瑞捷豹路虎目前针对中国市场的保修政策为3年/100,000公里保修。卖方商品的质量担保期不得低于买方向最终用户承诺的质保期限，除非双方已经预先签署技术规范或先期协议。如果新出台法律法规的规定应延长上述担保期，或买方根据市场要求延长上述担保期，卖方应延长担保期至新法律法规的规定或买方要求的期限。

## 4.5 Warranty Exceptions

### 保修质量担保中的特殊情况

#### 4.5.1 Emission Warranty

##### 排放保修

In the case that parts are related to affect the emissions control system, the warranty period shall be determined by the relevant legal requirements applicable to the target markets. For clarity, please note that such warranties may exceed the warranty period BUYER generally provides to its customers in target markets. Any claims and subsequent costs resulting therefrom shall be the responsibility of The SUPPLIER in the event of SUPPLIER's liability.

如零件与排放控制系统有关、或对此类系统构成影响的，应根据目标市场适用的相关法律法规要求确定保修期限。为避免疑义，请注意此类保修期限可超出买方在目标市场向其客户提供的整车保修期限。在卖方的质量责任情况下，卖方负责支付任何由此导致的索赔和相关费用。

#### 4.5.2 "Three Guarantee" Dispute

##### 三包纠纷

In the case of a vehicle "three guarantee" dispute caused by part quality issues, the SUPPLIER must fully cooperate with BUYER to conduct a malfunction cause analysis and responsibility appraisal. If an administrative or legal proceeding is initiated before relevant authorities or a court for the purpose of settling a "three guarantee" dispute, the SUPPLIER shall accompany BUYER to attend such proceeding. If due to part quality issues, the customer is entitled to return/replace the vehicle or other compensation, the SUPPLIER and BUYER shall, in good faith, carry out a responsibility appraisal and



allocate between them all incurred costs according to their respective proportion of liability ascertained thereby.

由于零件质量问题引起的车辆三包纠纷, 卖方必须积极配合买方进行故障原因的分析以及责任的鉴定。如果需要到相关部门甚至法院进行处理, 卖方有责任陪同买方参加相关程序。如果由于零件质量问题, 发生退/换车以及其他客户补偿, 卖方和买方应诚信地进行责任鉴定, 并依据责任判定的比例分担所有产生的费用。

### 4.5.3 Beyond Warranty Period

#### 保修期外

After the expiry of the applicable Warranty Period, if the number of malfunctioning or defective parts dramatically increases, or an uncovered defect poses a significant threat on any person's life or safety, the SUPPLIER shall still be responsible for assisting BUYER with cause analysis. Both Parties will negotiate in good faith in order to reach a liability allocation scheme according to which the SUPPLIER shall indemnify BUYER.

在适用保修期届满后, 如果发现故障或缺陷的零件的数量大幅增加, 或发现的缺陷会对任何人员的生命或安全构成极大威胁的, 那么卖方仍然有责任帮助买方进行原因分析, 并且双方应诚意协商按照责任分配由卖方向买方支付相应责任的赔偿。

#### 4.5.3.1 Service /Recalls

##### 服务行动/召回活动

If either party recognizes a serial defect or other significant problem in part(s) installed in BUYER vehicles, the parties shall immediately carry out a joint investigation to determine the cause of the defect to determine what remedial action may be required, if any.

零件组装至买方车辆后, 如果任一方发现零件存在连续缺陷或重大问题, 双方应立即共同调查以确定缺陷产生的原因, 以确定需要做出的补救措施。

If:

it is determined by either party that the serial defect affects vehicle safety or compliance with applicable laws and regulations, or the vehicle's function, comfort or performance is affected in such a way that customer satisfaction is impacted; or

如果:

任一方确定该连续缺陷影响车辆安全使用, 或影响适用法律法规的合规性, 或在车辆的功能、舒适度、性能等方面影响客户的满意度; 或

the parties anticipate and wish to prevent a likely government mandated recall; or

双方均预料到、并希望预防可能的强制召回; 或

contrary to the wishes of both parties, a governmental agency charged with the



enforcement of transportation, vehicle safety or other applicable laws, orders or requests BUYER to conduct a recall or other service action;

与双方意愿相反，负责执行交通、车辆安全或其它适用法律的政府机构命令或要求买方进行召回或其它服务措施的；

BUYER and its service network shall carry out a thorough recall or service action campaign. Defective products shall be repaired or replaced as appropriate.

买方及其经销商售后网络将充分执行召回或服务行动工作，对有缺陷的产品进行相应维修或更换。

As required hereunder, BUYER will simultaneously send a notice to the SUPPLIER to submit a claim for recovery for recall costs. The calculation method for claims is set out in Section 5.2.4 “SUPPLIER Full Liability or Partial Liability for Breach of Contract” .

依据本协议，买方同时向卖方发送通知，告知其就召回成本进行追责索赔。关于索赔金额的计算方法，请参阅章节《5.2.4 卖方承担全部或部分责任的违约赔偿》。

Liability for service actions/recall campaigns shall not be limited by the SUPPLIER's warranty period.

服务行动/召回活动的责任追究将不受卖方质量担保期限的限制。

#### **4. Implementation of Warranty Recovery**

##### **保修索赔的操作方法**

#### **5.1 Target of Warranty Recovery**

##### **保修索赔的对象**

The SUPPLIER supplying the part which has principal-cause of a vehicle malfunction (or referred to as causal part) shall be the responsible party for the malfunction of said parts and is also the target of a warranty chargeback.

造成车辆故障的主因零件（或者称为主损零件）的卖方是零件故障的责任人，也是保修索赔的对象。

Please note: if other parts are damaged or need to be repaired or replaced as a result of the breakdown or replacement of the causal part, expenses incurred in connection with the repair or replacement of those other parts shall also be fully compensated by the SUPPLIER of the causal part.

请注意：由于主因零件的损坏造成其他零件损坏或者由于主因零件的更换引起对其他零件进行相应维修或更换，那么其他零件产生的相关费用也必须由造成本次维修的主因零件卖方全额承担。



## 5.2 Definition and Process of Breaches of Warranty Contract

### 质量保修违约责任界定及流程

#### 5.2.1 "Quality Appraisal and Indemnification Report"

##### 《质量鉴定与赔偿报告》

Under BUYER's instruction, all warranty malfunctioning parts collected through the BUYER network will be returned to the Parts Return Centre of BUYER's Warranty Department or, if requested, directly sent defective parts samples to the SUPPLIER. The Recovery Division of BUYER's Warranty Department or BUYER's other departments will analyze the malfunction of failure parts, or the SUPPLIER shall conduct an analysis into the cause of the malfunction. The Recovery Division will issue Quality Appraisal and Indemnification Report based on each party's analysis results, which will be sent to the SUPPLIER and serve as the basis for calculation of warranty recovery settlement.

根据买方的指示，买方网点产生的保修故障零件将全部返回买方保修部旧件中心或者按照要求直接发送故障零件的样件给卖方。买方保修部二次索赔分部或者买方其他相关部门对保修故障零件的故障进行分析，或者卖方进行故障原因的详细分析，二次索赔分部依据各方分析结果出具《质量鉴定与赔偿报告》，并发送卖方，作为质保责任违约赔偿结算的计算依据。

During the normal mass production stage, the SUPPLIER can reference BUYER network's warranty claim information through the Supplier Portal in real time, and may submit an application to the Recovery Division of BUYER's Warranty Department for samples of recently malfunctioning parts to be delivered for it to carry out detailed analysis on the recently malfunctioning parts. The analysis reports will be submitted to the Recovery Division of BUYER's Warranty Department to serve as the basis of updating the Quality Appraisal and Indemnification Report.

在正常的量产阶段，卖方可以通过供应商门户网实时了解买方网点的保修维修信息，并且可以向买方保修部二次索赔分部提出寄送新故障零件样件的申请，以便对发现的最新故障零件进行详细分析，分析报告将递交买方保修部二次索赔分部作为《质量鉴定与赔偿报告》更新依据。

#### 5.2.2 SUPPLIER Raises no Objection as to its Warranty Liability

##### 卖方对保修质量责任无异议

BUYER will publish monthly Warranty Recovery Settlement Report in SUPPLIER Portal on basis of Quality Appraisal and Indemnification Report, and the SUPPLIER need to make electronic confirmation in system to establish warranty liability in case of without objection.

买方将依据《质量鉴定与赔偿报告》在供应商门户颁布二次索赔结算报告，如果卖方对二次



索赔结算报告无异议, 卖方需要在买方系统内对报告进行电子确认以确定卖方保修质量责任。

If SUPPLIER neither makes electronic confirmation on the Recovery Settlement Report nor submit written objection within the specified time, the Report will be confirmed automatically by IT system in twenty-one (21) days, and the SUPPLIER's warranty liability shall be established as well (reference to section 11 of Global Terms)

如果供应商没有对报告进行电子确认, 也没有在规定时间内提出书面异议, 二次索赔结算报告在系统发布的 21 天后系统自动进行卖方确认, 卖方质量责任也同样成立 (参见《总条款》11 章节)。

### **5.2.3 SUPPLIER Raises Objection as to its Warranty Liability** 卖方对保修质量责任有异议

#### **Verification of Malfunctioning Parts** 故障零件的核查

If the SUPPLIER objects as to its warranty liability, it shall lodge a written appeal with the Recovery Division within five (5) working days after publishing of the Warranty Recovery Settlement Report by the Recovery Division of BUYER's Warranty Department. At the SUPPLIER's request, the Recovery Division will review the appeal evidence and may provide the malfunctioning parts collected from BUYER's network for further investigation and verification, in which BUYER's Recovery Division may join.

如果卖方对保修质量责任有异议, 卖方应该在看到买方保修部二次索赔分部在供应商门户公布的二次索赔额结算报告发布之日起 5 个工作日内内向二次索赔分部提出书面申诉报告。应卖方的要求, 保修部二次索赔分将审核申诉证据并且可以提供卖方对买方经销商网络收集的故障零件进行进一步调查和确认, 买方二次索赔部可能参与行动。

The SUPPLIER shall, within one month thereafter (or some other time-frame acceptable to both Parties in exceptional circumstances), complete its investigation and verification of the batch of malfunctioning parts and provide its official verification report to the Recovery Division. If, during this specified period, the SUPPLIER cannot provide the verification report, or fails to reach a verification result, or determines it is at fault, then the liability judgment of the Quality Appraisal and Indemnification Report shall be affirmed and the SUPPLIER will be deemed as having accepted its contents.

卖方应在一个月内 (如特殊情况, 由各方商议一个双方均可接受的期限) 完成该批故障零件的核查工作并向买方保修部二次索赔分部提供正式核查报告。如果在指定期间, 如果卖方不能提供此核查报告或者没有确定核查结果或者确定是其自身原因, 将维持原《质量鉴定与赔偿报告》的责任判定, 并默认卖方接受报告内容。

### **Warranty Parts Quality Appraisal Meeting** 保修零件质量鉴定会



If the SUPPLIER has submitted its official verification report during the prescribed time, the Recovery Division of BUYER's Warranty Department will summon the SUPPLIER to attend a "Warranty Parts Quality Appraisal Meeting". This meeting will normally be held at the Recovery Division of BUYER's Warranty Department. In exceptional circumstances, it can be held in the SUPPLIER's premise or some other place acceptable to both Parties. 如果卖方在规定时间内提供了正式核查报告，买方保修部二次索赔分部组织卖方召开“保修零件质量鉴定会”。会议一般在买方保修部二次索赔分部进行。特殊情况下，可在卖方处或在双方同意的第三方进行。

The purpose of a Warranty Parts Quality Appraisal Meeting is to determine the party responsible for quality issues based on facts and evidence.

保修零件质量鉴定会的目的是根据事实和证据界定质量责任方。

At the closure of Warranted Parts Quality Appraisal Meeting, the participants shall jointly sign the Warranted Parts Quality Appraisal Meeting minutes, either of which shall expressly stipulate the level of liability of the warranted part as

- (1) CAT 1 - SUPPLIER's liability (full or partial)
- (2) CAT 2 – NOT SUPPLIER's liability
- (3) CAT 3 – Fault identified but liability cannot be ascertained (Disputed Parts)
- (4) CAT 4 - Parts "with non-reproducible fault"

在“保修零件质量鉴定会”结束时，与会者要共同保修零件质量鉴定会议纪要，明确界定该保修零件的质量责任：

- (1) 类型 1 - 属于卖方责任(全部或部分 )
- (2) 类型 2 – 不属于卖方责任
- (3) 类型 3 – 故障识别但是不能明确责任方(争议零件)
- (4) 类型 4 - “不能再现故障”的零件

### Handling Disputed Parts

In the event that the Parties cannot agree on liability for warranty parts, both Parties shall assume temporarily liability on a fifty-fifty basis in order to promptly resolve the problem before liability is finally ascertained.

#### 异议零件处理

如果双方仍存异议，对保修零件的质量责任不能达成一致，为了及时解决问题，在责任最终确定之前，双方将暂时各承担一半责任。

### Handling Parts "with Non-Reproducible Fault" (NRF)

A fault is considered non-reproducible principally because test conditions and real conditions of use for the defective part are not identical, or because quality issues appear intermittently. Regarding to this kind particular fault, both parties will negotiate and





compromise an acceptable rate without prejudice on the actual warranty cases. In the event of the claim less than or equal to acceptable rate, Supplier will be exempt from recovery duty. Otherwise, in the event of NRF claims above the acceptable rate, BUYER Warranty will organize negotiation with the participation of Purchasing and SUPPLIER on the basis of good faith, and then both parties bear their relevant responsibilities in accordance with the results of negotiations. Anyway, BUYER will keep the rights to continue to investigate on NRF issues and to seek reimbursement.

#### “不能再现故障” 零件的处理

故障不能再现主要是因为检验条件与零件实际使用真实条件不完全一样;或者质量问题间断出现。对于这种特殊现象, 双方将根据索赔实际发生情况协商讨论得到不带偏见的可接受率。对于小于或等于可接受率的情况, 卖方可以免于索赔。除此外, 对于高于可接受率的不再现故障索赔, 在采购部门参与下, 买方保修部门与卖方依据诚信的原则进行协商会议, 并根据协商结果, 双方各自承担相关责任。无论如何, 买方保留继续调查研究不再现故障并且进一步追偿的权利。

### 5.2.4 SUPPLIER's Full Liability or Partial Liability for Breach of Contract

#### 卖方承担全部或部分责任的违约赔偿

In the event that the SUPPLIER is held fully or partially liable for quality problems, the BUYER Warranty Department will send to the SUPPLIER and to the BUYER's Financial Departments the Warranty Recovery Settlement Report. The BUYER Financial Department will directly deduct the reimbursement amount from SUPPLIER's payment account and issue an invoice after it conducts an audit.

在卖方承担全部或部分质量责任情况下, 买方保修部向卖方以及买方财务部发出《二次索赔结算报告》。买方财务部核算后, 直接从卖方账户中扣除并向卖方开具发票。

### Reimbursement

#### 赔付计算

Reimbursement amount for the causal part SUPPLIER

$$= \text{material cost} * \text{management fee factor} + \text{labor cost} + \text{miscellaneous}$$

主因卖方赔付费用 = 物料费 \* 管理费系数 + 人工费 + 其他费用

**Causal part SUPPLIER:** SUPPLIER of parts that are the principal cause of the malfunction (or principally damaged parts; or parts that are the root cause of the malfunction).

**主因卖方:** 引起本次故障的主因零件(或被成为主损零件即故障根本原因所属零件)的供应商。

**Material Cost:** Includes service part costs paid by BUYER for causal parts and for



replacement of other parts necessitated by the failure of causal parts. The procurement price of service parts shall be used for calculating part cost. The principle of calculation for the procurement price is the average of procurement price of service parts during the last calendar year up streaming the current year of claim submission date.

**物料费:** 包括买方支付的主因售后零件费用以及由于主因零件损坏而造成其他零件必要的更换零件费用, 零件的费用计算采用售后备件采购成本价格。采购成本价格计算方法为索赔单递交日期的当前年度为基准, 向前追溯到上一个日历年度内该零售后备件采购价格的平均价。

**Management fee factor of normal warranty:** such management fee is primarily incurred in connection with the procurement, sales, storage and transportation of parts. Management fee factor of normal warranty is 150%.

**普通保修的管理费系数:** 主要是零件购买, 销售, 仓储以及运输等过程中产生的相关管理费用, 普通保修的管理费系数为 150%。

**Management fee factor of recalls or service action campaign (including those occurring beyond the warranty period):** if repair operations conducted by BUYER in the form of a recall or field service action campaign are done en masse; and extra expenses are incurred in order to take any necessary measures to mitigate damage to the BUYER brand. Consequently, the management fee factor of a recall or service action is to increase to 160%. In the event that there is an administrative penalty or other unforeseeable cost incurred during a recall, then the Parties shall, in good faith, negotiate a cost allocation scheme according to their respective liability.

**召回或者服务活动的管理费系数 (包括保修期外):** 如果买方通过召回或者售后服务活动方式进行的维修, 属于批量性维修行动, 由此买方品牌形象可能受到损害而采取一些必要的补救措施会产生一些额外管理费用, 所以召回或服务行动的管理费系数增加为 160%。如果召回产生行政处罚或者其他未能预见的费用时, 那么双方诚信协商分担相应责任比例的费用。

**Labor cost:** the standard repair time (SRO) published by BUYER multiplied by current hourly labor rate of claim in BUYER's dealership. In case there is no such standard repair time, the actual time shall be used. The labor cost used should be the amount of BUYER actually paid to staffs in its network. The hourly labor rate could slightly differentiate in accordance to their regional/national living level. The cost calculation will be conducted on the real labor rate of each dealer.

**人工费:** 依据买方公布的标准维修时间 (SRO) 乘以买方经销商的现行索赔工时费率计算得到。对于标准维修时间不存在的情况, 以实际发生的时间为准, 人工费以买方实际赔付给网点的人工费为准。不同经销商的工时费率根据地区/国家生活水平差异存在微小的差别。费用的计算将按照每个经销商实际使用的工时费率。

**Miscellaneous expenses in warranty claim:** off-road rescue expenses, travel costs, subcontracted repair costs and other expenses (such as logistic expenses for subcontracted repair, accommodation expenses for end users etc...) incurred in



connection with malfunctioning vehicles.

**保修索赔中的其他费用：**由于车辆故障而产生的紧急救援费用，差旅费以及外包维修的费用和其他相关费用（如外包维修产生的物流费用，最终用户住宿费等）

## 5.2.5 Termination of Reimbursement Liability

### 赔付责任的终止

Warranty reimbursement liability shall be terminated only with the expiry of the warranty period BUYER issues for its vehicles or spare parts in the market, but not the termination of a purchase contract.

保修赔付责任的终止不因采购合同的终止而终止，而是依据买方的车辆或备件在市场承诺的保修期限作为赔付责任的终止时间。

Obligations and liability for recalls/service actions as well as warranty reimbursement liability that the SUPPLIER assumes towards BUYER shall not be terminated with the expiry or termination of the Purchase contract. In the event that BUYER is obligated to recall or service defective vehicles due to the SUPPLIER's failure to fulfill its obligations, BUYER shall be entitled to make a claim for compensation from the SUPPLIER hereunder even if the purchase contract has expired or otherwise been terminated.

卖方对买方所负的召回和服务行动义务与责任以及保修赔偿，不因采购合同终止或到期而免除。即使采购合同终止或到期，若买方因卖方违反义务而履行了缺陷汽车召回和服务行动义务，则买方仍有权依照本协议约定向卖方进行追偿。

## 5.3 Recovery Settlement Period

### 索赔结算周期

Warranty Recovery Settlement Report will be prepared and published monthly on basis of monthly warranty claim data. Accordingly, recovery settlement period will be monthly as well. The main proceeding timing is described as below:

二次索赔结算报告将根据月度保修索赔数据以月度方式准备和公布。所以，索赔的结算周期也已月度结算方式进行。主要的处理流程如下描述：

- a) For example, the displaced parts of X<sup>th</sup> month's warranty claim will be all collected at Parts Return Center from dealership in (X+1)<sup>th</sup> month.  
例如，第 X 月的保修旧件将在 X+1 月从经销商网点全部收回到旧件仓库
- b) SUPPLIER and BUYER will together carry out the defect analysis since the first displaced parts is produced from warranty claim  
卖方和买方将从保修索赔产生的第一个旧件开始一起进行故障分析
- c) BUYER issues Recovery Settlement Report via SUPPLIER Portal by end of (X+2)<sup>th</sup> month in terms of Quality Appraisal and Indemnification Report



- 买方根据《质量鉴定与赔偿报告》(X+2)<sup>th</sup> 月度末通过供应商门户发布索赔结算报告
- d) BUYER's Finance will debit the amount on basis of Recovery Settlement Report from SUPPLIER account at the end of (X+3)<sup>th</sup> month  
买方在(X+3)<sup>th</sup> 月度末根据二次索赔结算报告金额对供应商账户进行扣款

#### 5.4 Return of Warranty displaced Parts to the SUPPLIER

##### 保修零件返回卖方

With respect to displaced parts for which Warranty Recovery Settlement Report is confirmed, if the SUPPLIER so requires and states the reasons for doing so, then those ratio of parts for which the SUPPLIER is responsible may be returned to it, with transportation expenses and management fees borne by the SUPPLIER.

对已确认《二次索赔结算报告》的保修旧件，如果卖方要求，并说明回收的理由，属于卖方责任比例的零件，可以返回给卖方。运输费和管理费由卖方负担。

If, after the date is confirmed for the SUPPLIER's retrieval of such parts, the SUPPLIER does not retrieve them within 10 working days, the Recovery Division of BUYER's Warranty Department will organize bulk disposal of such parts at the SUPPLIER's expense.

一旦确定卖方取回该零件日期，如果卖方在 10 个工作日内不取走保修旧件，保修部二次索赔分部将组织统一销毁该零件，相关费用由卖方承担。

For failure parts with respect to which liability is determined and Warranty Recovery Settlement Report is confirmed, the return of such parts shall not in any case affect the conclusion reached in the confirmed Warranty Recovery Settlement Report, or Warranty Parts Quality Appraisal Meeting minutes, or other Negotiation Meeting agreement.

对责任明确且已确认《二次索赔结算报告》的旧件，在任何情况下，零件的返回不能影响已经确认的二次索赔报告结论，或者保修零件质量鉴定会的结论，或者其他协商会议的结论。

#### 5.5 Destruction of Warranty displaced Parts

##### 保修旧件的销毁

After an agreement is reached with the SUPPLIER, the Recovery Division of BUYER's Warranty Department shall be responsible for organizing the destruction of the parts for which BUYER is responsible at BUYER's expense; the service network shall, at their expense, be responsible for destroying the parts remaining at their premises under the supervision of the Recovery Division of BUYER's Warranty Department.

在与卖方协商达成一致后，买方保修部二次索赔分部负责组织销毁买方责任的零件，费用由买方承担；对留在服务网点的零件，在保修部二次索赔分部的监督下，由服务网点销毁，费



用由服务网点承担。

Regarding the displaced parts for which the SUPPLIER is responsible or which are stored at a third party location, the SUPPLIER shall be responsible for destroying them at its own expense.

对卖方责任的零件或在第三方处的旧零件，由卖方负责销毁，费用由卖方承担。

The displaced parts shall be destroyed to such an extent that they are no longer usable or cannot be reinstalled into a vehicle; each entity responsible for destroying the parts MUST keep detailed document or image records of the destruction for BUYER's audit.

旧零件销毁程度应达到零件失去使用功能且不能再次被装车使用，各销毁单位必须保存有详细的销毁文件和图像记录以便买方审计。

## 5. Fraud Penalty

### 虚假处罚

The SUPPLIER shall be objective, fair and true in the quality analysis of the return parts from warranty. BUYER has the right to reappraise the return parts in the SUPPLIER's quality analysis report. The return parts denied by the SUPPLIER shall be in their current status (including the original label), and shall be treated as per BUYER's requirement. In case the SUPPLIER modify and conceal the analysis factual results on purpose, BUYER shall reserve the right to claim compensation up to 10 times of difference amount and that of investigation expenses from the SUPPLIER.

卖方必须客观，公正和真实地分析保修退回旧件。买方保留对于卖方分析报告内的旧件进行重新评估的权利。卖方否认责任的旧件需要保留原状（包括原始标签），并且根据买方指示进行处理。如果卖方故意改变和隐藏分析事实，买方将保留向卖方追偿 10 倍差额和调查费用的权利。

## 6. Guide text

### 指导文字

The guide is written in English-Chinese. In case of inconsistencies, the Chinese version shall prevail.

本指导文件用中文、英文制成，如出现中、英文不一致，以中文为准。