



Chery Jaguar Land Rover Warranty Recovery Web-Guide

奇瑞捷豹路虎 二次索赔指导手册

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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1. 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in the BUYER's Production Purchasing Global Terms and Conditions (BUYER PPGTC released on Jan. 1, 2013, as amended or superseded from time to time) ("Global Terms").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合,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。

2. 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。

3. 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 Goods 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 Goods shall not be inferior to that of the pilot sample Goods or prototype Goods.
- 卖方在买方采购合同项下商品开发、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，卖方的量产商品质量至



少不低于试生产样件或原型件的商品质量。

- 3.2 If there are batch quality issues (in design or manufacturing) in any Goods 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商品发生批量质量问题（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 Goods 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.

双方应协商对该商品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 Goods 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商品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 Goods 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 Goods, provide required information for the investigations and assist in necessary technical tests. The SUPPLIER shall also cooperate with BUYER to recall defective



vehicle Goods, 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商品导致买方车辆召回，卖方应当配合买方及有关主管部门对其商品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商品的召回，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 Goods, 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商品责任索赔有关的一切费用，包括直接损失和间接损失，应由造成商品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 Goods 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.

如果商品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。如果商品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。如果上述的商品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.

卖方对买方的商品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。

4. BUYER's Customer Warranty

买方用户质量担保



4.1 Warranty Requirements

质量担保要求

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

卖方所提供的商品必须满足技术任务书的要求，在其承诺的商品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 Goods, it shall promptly notify BUYER thereof so that BUYER can mitigate losses.

如果卖方自己发现了所供商品的质量问题（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 Goods within 10 working days following receipt of BUYER's notice to retrieve return Goods.

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 Goods 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，卖方有义务对商品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。如果卖方某个商品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 Goods 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商品质量担保期限提供该商品的质量担保。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，即使商品责任未界定，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 Goods 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商品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 (and/or its related company) currently provides 3 years/100,000 kilometers warranty for the China market and 5 years/ 96,000 kilometers for North America and Canada market, 3 years and unlimited kilometers for UK/Europe and rest of world markets (hereafter North America, Canada, UK/Europe and rest of world shall be collectively referred to as “Global Market”. For the purpose of clarification, the warranty for the Global Market will be applicable when the Goods provided by Supplier have been used by BUYER (and / or its related company) for the vehicle production and sold in



Global Market, either directly or in assembly).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 in BUYER's Global Market , the SUPPLIER shall extend the Warranty Period as required by such law or regulation or BUYER request.

卖方(和/或关联公司)目前针对中国市场的保修政策为3年/100,000公里, 北美或加拿大市场的为5年/96,000公里, 英国及其他市场为3年不计里程 (北美, 加拿大, 英国、欧洲以及其他市场以下统称为“国际市场”。为澄清起见, 针对国际市场的质保仅在卖方向买方销售的商品, 被用于买方(和、或其关联公司)车辆生产并在国际市场销售的)。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, 或买方根据买方**国际市场**要求延长主合同规定之担保期, 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 Goods 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.

如商品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.

由于商品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。如果由于商品质量问题,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 Goods 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商品的数量大幅增加,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.

商品组装至买方车辆后,如果任一方发现商品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索索赔。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。

5. 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 Goods and is also the target of a warranty chargeback.

造成车辆故障的主因商品（或者称为主损商品）的卖方是商品故障的责任人，也是保修索赔的对象。

Please note: if other Goods 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 Goods shall also be fully compensated by the SUPPLIER of the causal part.

请注意：由于主因商品的损坏造成其他商品损坏或者由于主因商品的更换引起对其他商品进行相应维修或更换，那么其他商品产生的相关费用也必须由造成本次维修的主因商品卖方全额承担。



5.2 Extent of Warranty Costs

质保费用（二次索赔）的范围

The extent of the Supplier's liability to the Buyer (CJLR) and its related company (JLR) for warranty related costs shall be calculated as set out below. In this Section, the phrase "Acceptance Factor" (or called "Acceptance Rate") means the percentage of Goods deemed to be non-conforming based on the results of inspected goods accepted by the Supplier (Category 1: The Supplier's Liability - Goods defective) from the CJLR's sample market/s as compared to the total number of inspected Goods. For the avoidance of doubt the default sample market/s for CJLR shall be the China. However, additional sample markets may be included (a list of these may be obtained from the Buyers warranty department) unless otherwise agreed by The Buyer and The Supplier in writing prior to issue of the purchase order.

卖方对买方（CJLR）及其关联公司（JLR）的二次索赔相关费用的责任范围应按以下规定计算。在本节中，“二次索赔接受系数”（或称为“二次索赔接受率”）是指卖方接受的基于从CJLR 样本市场分析确认的视为（类型 1 - 属于卖方责任的失效商品）的不合格的被检测商品占同期整个 CJLR 样本市场所有的被检测商品的比例。为免生疑问，CJLR 的默认样本市场应为中国市场。然而，除非买方和卖方在发出采购订单之前另有书面约定，额外的样本市场可以被另外包括（这些额外的样本市场的清单可以从买方的保修部门获得）。

The Supplier's responsibility for the JLR's global warranty costs will generally be determined by applying an Acceptance Factor, determined pursuant to the number of Category 1 results in the CJLR's sample market, during a specific time period (except as described below), to the total global warranty related costs incurred by JLR during the same, or a different, specific time period. The nonconformity, fault, defect, or failure of the Goods subject to the warranty repairs need not be the same for all warranty repairs relevant to the specific time period(s). In this manner, the Supplier's responsibility for warranty related costs for defective Goods will be determined by extrapolation of the Acceptance Factor to the JLR's total global warranty costs relating to warranty repairs/replacements done during the specific time period.

卖方对买方关联公司（JLR）的全球二次索赔费用的责任通常将通过在特定时间段内（下文所述除外）应用二次索赔接受系数于相同或不同的特定时间段内，JLR 产生的与全球二次索赔相关的总费用来确定，该二次索赔接受系数是根据 CJLR 样本市场中（类型 1 - 属于卖方责任的失效商品）对应的结果的数量确定的。对于与特定时间段相关的 JLR 的所有保修维修，受保修维修约束的商品的不合格、故障、缺陷或故障不必相同。通过这种方式，供应商对缺陷商品的二次索赔相关费用的责任将通过将二次索赔接受系数推算至 JLR 在特定时间段内进行的保修修理/更换相关的全球保修总费用来确定。



CJLR vehicles in CJLR's sample market

CJLR 样本市场中 CJLR 生产的商品车辆

The Supplier's liability shall be based on the actual warranty-related costs and expenses incurred by the Buyer (CJLR) in connection with warranty repairs and returns relating to Goods fitted to vehicles located in CJLR's sample market for those accepted as Category 1.

卖方的责任应基于买方（CJLR）就安装在 CJLR 样本市场的车辆上的商品的保修修理并返运而产生的并确认为 1 类商品的与二次索赔相关的实际成本和费用。

JLR vehicles in Global Market

JLR 国际市场中 JLR 生产的商品车辆

The Supplier's liability shall be based on an Acceptance Factor calculated each quarter of a year (or such longer period as may be agreed in writing between the Buyer and the Supplier) using the warranty repairs and inspections made in the CJLR's sample market during that quarter (or such longer period as may have been agreed). The Acceptance Factor will be reviewed and, where relevant, revised every quarter (or as otherwise agreed in writing) and applied to the claims related to JLR vehicles in the Global Market over the same period. For example, if 75% of the warranty returns and repairs in the CJLR's sample market during a quarter are deemed to be Category 1 material, then the Supplier shall be responsible for 75% of the JLR's total global warranty related costs and expenses incurred in the Global Market during that quarter.

供应商的责任应基于一年中每个季度的（或买方和供应商之间书面约定的更长期限）二次索赔接受系数，其是在对应季度（或双方已经同意的更长期限）在 CJLR 的样本市场中的保修维修和检测而计算出来的。二次索赔接受系数将在相关情况下每季度进行审查和修订并作用于同期国际市场中与 JLR 车辆相关的索赔。例如，如果在一个季度内，在 CJLR 的样品市场上，有 75% 的保修退件和维修被视为 1 类商品，则供应商应负责该季度 JLR 在国际市场上发生的全球保修相关总成本和费用的 75%。

In the event that an appropriate Acceptance Factor cannot be obtained in relation to CJLR's sample market, for example due to insufficient warranty returns arising in CJLR's sample market, or where relevant vehicle specifications differ between CJLR's sample market and certain JLR's Global Market, the Supplier's liability for the Buyer's Global Market's warranty related costs and expenses relating to certain JLR Global Market may, at the Buyer's discretion, be determined from the results of examinations of each warranty



repair/replacement from the affected certain JLR Global Market. As a result, the relevant Acceptance Factor may, at the Buyer's discretion, be used from warranty returns and repairs made in certain JLR Global Market instead of in the CJLR's sample market.

如果无法获得与 CJLR 样品市场相关的适当二次索赔接受系数，例如，由于 CJLR 样品市场产生的保修退件数量不足，或者，如果相关车辆规格在 CJLR 的样品市场和某些 JLR 的国际市场之间存在差异，则供应商对买方国际市场的保修相关成本和费用的责任可能由买方自行决定，根据受影响的某些 JLR 国际市场的每次保修维修/更换的检查结果确定。因此，根据买方的判断，相关的二次索赔接受系数可以从某些 JLR 国际市场的保修退件和维修中使用，而不是从 CJLR 的样本市场中使用。

Default Acceptance Factor

默认的二次索赔接受系数

Without prejudice to any other rights or remedies of the Buyer, in the event that the root cause of the failure of inspected material cannot be determined within 90 days of the Notification Date, the Buyer may, at its option, use an Acceptance Factor of 50% for all Category 2 material inspected or repaired as defective. Such 50% Acceptance Factor shall be used to calculate the Supplier's liability for the Buyer's warranty related costs until the earlier of: (i) root cause being agreed between the Buyer and the Supplier; and (ii) one year after the Notification Date.

在不影响买方的任何其他权利或补救措施的情况下，如果在通知日期后 90 天内无法确定被分析商品失效的根本原因，买方可选择对所有被分析的或者作为失效而维修的被定义为第 2 类商品使用 50% 的二次索赔接受系数。该 50% 的二次索赔系数应用于计算卖方对买方保修相关费用的责任，直至（i）买方和卖方之间一致同意根本原因；或（ii）通知日期后一年。

If the root cause for the failure of the Goods cannot be determined within 90 days of the Notification Date then the Supplier shall proactively and diligently undertake such steps as required to determine root cause and shall provide the Buyer with regular (but no less than monthly) and detailed updates of the activities undertaken and the results of such activities. The Supplier shall provide a detailed timetable in writing to the Buyer outlining the steps required to try to identify the root cause of the failures of the Goods and shall use its best endeavors to achieve such timetable.

如果在通知日期后 90 天内无法确定商品故障的根本原因，则供应商应积极努力地采取必要步骤确定根本原因，并应定期（但不少于每月）向买方提供详细的所开展活动的最新情况和这些活动的结果。供应商应以书面形式向买方提供一份详细的时间表，概述试图确定商品故障根本原因所需的步骤，并应尽最大努力实现该时间表。



Where the 50% Acceptance Factor ceases to apply following the expiry of one year after the Notification Date, the Goods may, at the Buyer's option, cease to be subject to the warranty recovery process described in this Web-Guide. In such event, the Buyer will not be required to implement the warranty recovery process relating to the Goods any further and will have, and may freely pursue, all rights to recover from the Supplier for all costs and expenses incurred by the Buyer in relation to non-conforming Goods as the Buyer has under the Purchase Order (and the Global Terms). Any amounts charged/debited to the Supplier under the warranty recovery process described in this Web-Guide for the non-conforming Goods as of the date the warranty recovery process cease to apply may be set-off by the Buyer, at its option, against amounts owed by the Supplier to the Buyer for the non-conforming Goods under the Purchase Order (and the Global Terms).

如果在通知日期后一年期满后，50%的二次索赔接受系数不再适用，则买方可选择停止对商品进行本网络指南中所述的保修二次索赔过程。在这种情况下，买方将不再被要求实施与商品有关的保修二次索赔过程，并且将拥有权利并可以自由地从供应商处追偿针对在采购订单（和全球条款）下对于不合格商品产生的二次索赔对应的所有成本和费用。在本网络指南所述的保修二次索赔过程中，自保修二次索赔过程停止适用之日起，针对不合格商品向供应商收取/借记的任何金额，可由买方根据其选择，由买方抵扣根据采购订单（和全球条款）下针对不合格商品作造成卖方欠买方的金额。

5.3 Definition and Process of Breaches of Warranty Contract

质量保修违约责任界定及流程

5.3.1 "Quality Appraisal and Indemnification Report"

《质量鉴定与赔偿报告》

Under BUYER's instruction, warranty malfunctioning Goods collected through the BUYER network will be returned to the Goods Return Centre of BUYER's Warranty Department or, if requested, directly sent defective Goods samples to the SUPPLIER. The Recovery Division of BUYER's Warranty Department or BUYER's other departments will request Supplier to cooperate to analyze the malfunction of failure Goods, or the SUPPLIER shall conduct an analysis into the cause of the malfunction. The Recovery Division will collect Quality Appraisal and Indemnification Report based on each party's analysis results, which will be notified its final relating liability percentage to the SUPPLIER via Buyer's Supplier Portal 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商品将返回买方保修部旧件中心或者按照要求直接发送故障商品的样件给卖方。买方保修部二次索赔分部或者买方其他相关部门会要求卖方共同合作对保修故障商品的故障进行分析，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收集《质量鉴定与赔偿报告》，并通过买方的二次索赔门户网站将相应的责任比例通知给卖方，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 Goods to be delivered for it to carry out detailed analysis on the recently malfunctioning Goods. 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 and its relating liability percentage.

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商品样件的申请，以便对发现的最新故障商品进行详细分析，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》极其相应的责任比例的更新依据。

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 Goods

故障商品的核查

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 Goods 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日起 5 个工作日内向二次索赔分部提出书面申诉报告。应卖方的要求, 保修部二次索赔分部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商品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 Goods 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.

卖方应在一个月內(如特殊情况, 由各方商議一个双方均可接受的期限)完成该批故障商品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 Goods Quality Appraisal Meeting

保修商品质量鉴定会

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 Goods 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“保修商品质量鉴定会”。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 Goods Quality Appraisal Meeting is to determine the party responsible for quality issues based on facts and evidence.
保修商品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 Goods Quality Appraisal Meeting, the participants shall jointly sign the Warranted Goods Quality Appraisal Meeting minutes, either of which shall expressly stipulate the level of liability of the warranted part as

- (1) CAT 1 – The Supplier's liability – Goods defective
- (2) CAT 2 – Fault Found but not the Supplier's liability (in whole or part)
- (3) CAT 3 – No Fault Found
- (4) CAT 4 – Not Inspected



在“保修商品质量鉴定会”结束时，与会者要共同保修商品质量鉴定会议纪要，明确界定该保修商品的质量责任：

- (1) 类型 1 - 属于卖方责任
- (2) 类型 2 - 故障再现但不属于卖方责任（全部或者部分）
- (3) 类型 3 - 故障不再现
- (4) 类型 4 - 供应商未分析

Handling Disputed Goods

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

异议商品处理

如果双方仍存异议，对保修商品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 Goods "with No Fault Found" (NFF)

A fault is considered **No Fault Found** 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 NFF 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 NFF issues and to seek reimbursement.

“故障不再现” 商品的处理

故障不能再现主要是因为检验条件与商品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故障不再现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

CJLR vehicles in CJLR's sample market

CJLR样本市场中CJLR生产的商品车辆

Reimbursement amount for the causal part SUPPLIER

= material cost * management fee factor + labor cost + 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 Goods that are the principal cause of the malfunction (or principally damaged Goods; or Goods that are the root cause of the malfunction).

主因卖方：引起本次故障的主因商品（或被成为主损商品即故障根本原因所属商品）的供应商。

Material Cost: Includes service part costs paid by BUYER for causal Goods and for replacement of other Goods necessitated by the failure of causal Goods. The procurement price of service Goods shall be used for calculating part cost. The principle of calculation for the procurement price is the average of procurement price of service Goods 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商品费用以及由于主因商品损坏而造成其他商品必要的更换商品费用，商品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 Goods. Management fee factor of normal warranty is 150%.

普通保修的管理费系数：主要是商品购买，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，所以召回或服务活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。

: 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）

JLR vehicles in Global Market

JLR国际市场中JLR生产的商品车辆

The Supplier shall be responsible for the following costs:

卖方应对以下二次索赔费用负责：

(1) **Material Cost:** Standard service replacement cost paid to the Supplier by the Buyer's authorized Goods distributor; plus

物料费：由买方指定的分销商向卖方支付的配件价格；

(2) **Handling and Landing Cost:** As incurred by Buyer. Handling and Landing costs will vary depending on the type of Goods to be repaired/replaced and the country where the relevant vehicle is located; plus

操作和管理费：根据买方实际发生的，操作和管理费将根据需要修理/更换的商品类型和相关车辆所在国而有所不同；



(3) **Labour Cost:** The labour costs chargeable to the Supplier shall be the actual labour costs incurred by the Buyer (or any of its Related Companies).

人工费: 向卖方索赔的工时费用将为买方（或其任何关联方）实际发生的人工费

(4) **Additional Charges:** Any additional charges incurred by the Buyer as a direct result of the warranty claim, including (but not limited to) reasonable administrative costs, freight costs, refunds, car hire charges, road side assistance, taxes, etc.

附加费用: 买方因保修索赔而直接产生的任何附加费用, 包括(但不限于)合理的管理费用、运费、退款、租车费、道路救援助费、税费等。

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 Goods 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

The Buyer may recharge warranty related costs by raising a warranty recovery settlement report on the Supplier. Warranty recovery settlement reports will be prepared as and when required for the sample market (general every one month) and every three months for other markets (including JLR Global Market).

买方可以通过向供应商发布二次索赔结算通知单来收取与二次索赔相关的费用。样本市场将在适时发布二次索赔结算通知单（一般为每个月一次），其他市场（包括JLR国际市场）则每



三个月发布一次。

CJLR vehicles in CJLR's sample market

CJLR样本市场中CJLR生产的商品车辆

Warranty Recovery Settlement Report subject to CJLR's sample market 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:

针对 CJLR 样本市场的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 Goods of Xth month's warranty claim will be all collected at Goods Return Center from dealership in (X+1)th 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 Goods 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)th month in terms of Quality Appraisal and Indemnification Report
买方根据《质量鉴定与赔偿报告》(X+2)th 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)th month
买方在(X+3)th 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

JLR vehicles in Global Market

JLR国际市场中JLR生产的商品车辆

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

针对 JLR 全球二次索赔结算报告将根据季度保修索赔数据以季度方式准备和公布。所以，索赔的结算周期也已季度结算方式进行。主要的处理流程如下描述：

- a) For example, in Quarter Xth, the Buyer collect, and analyse with the Supplier, return Goods from CJLR sample market. The CAT1 Acceptance Rate is established. CAT1 Acceptance Rate is the percentage of the sample inspected that is agreed as supplier liability.
例如，第 X 季度 CJLR 将从其样本市场收集相应旧件。该季度将会设定二次索赔接受系数。根据供应商确认的责任比例来制定第 X 季度 CJLR 的二次索赔接受系数。
- b) In Quarter (X+1)th the Buyer tabulate JLR global costs related to Supplier's Goods, and establish the Opportunity Value. The tabulated data is shared with the Supplier and any required negotiation is conducted and the Debit Value is established. The Debit Value is then raised against the Supplier, and debit reference recorded.



在 $(X+1)^{th}$ 季度根据相应 X^{th} 季度的二次索赔接受系数推算卖方商品对应的 JLR 国际市场的二次索赔费用。该 JLR 国际市场的二次索赔费用根据买方和卖方的实际沟通情况来最终确认。经确认后的 JLR 国际市场的二次索赔费用将向卖方进行索赔。

- c) BUYER issues Recovery Settlement Report via SUPPLIER Portal by end of $(X+2)^{th}$ quarter in terms of the confirmation of the Supplier related to JLR's Debit Value
买方在 $(X+2)^{th}$ 季度通过供应商门户发布根据卖方确认二次索赔金额的索赔结算报告
- d) BUYER's Finance will debit the amount on basis of Recovery Settlement Report from SUPPLIER account at the end of $(X+3)^{th}$ quarter
买方在 $(X+3)^{th}$ 季度末根据二次索赔结算报告金额对供应商账户进行扣款

Settlement of Warranty Related Costs

二次索赔相关费用的结算

Notwithstanding any other term of this Web-Guide, the method for determining warranty costs detailed above applies, in all cases, only to warranty related costs relating to defective Goods incurred by the Buyer under a New Vehicle Warranty, or in regard to Goods installed, used, or sold as service or replacement Goods, or as accessories, under the warranty provided by the Buyer (or any of its Related Companies) to the end-user covering such Goods. It does not in any way apply to, limit, or affect the Supplier's liability for any of the following relating to the Goods: recalls or other Field Service Actions; campaigns; technical bulletins; third-party lawsuits or claims (such as, without limitation, product liability litigation/claims); nonconforming or defective goods supplied to an assembly plant or other facility of, or specified by, the Buyer (such as, without limitation, liability for goods rejected by the Buyer's plant under its "Quality Reject" ("QR") or a similar process); or, any other claims or costs not specifically covered under this Web-Guide.

尽管本网络指南中有任何其他条款,上述确定保修成本的方法在所有情况下仅适用于买方根据新车保修产生的与保修相关的成本,或与作为服务安装、使用或出售的货物相关的成本。或买方(或其任何关联公司)向最终用户提供的涵盖此类货物的保修范围内的替换商品或附件。它不以任何方式适用、限制或影响供应商对下列任何与货物有关的责任:召回或其他市场服务行动;市场活动;技术公告;第三方诉讼或索赔(例如但不限于产品责任诉讼/索赔);向买方的装配厂或其他设施提供的或买方指定的不合格或有缺陷的货物(例如,但不限于买方工厂根据其“质量拒收”(“QR”)或类似程序拒收的货物的责任);或本网络指南未具体涵盖的任何其他索赔或费用。

5.4 Return of Warranty displaced Goods to the SUPPLIER

保修商品返回卖方

With respect to displaced Goods of CJLR's sample market for which Warranty Recovery Settlement Report is confirmed, if the SUPPLIER so requires and states the reasons for doing so, then those ratio of Goods 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 CJLR 样本市场对应的保修旧件，如果卖方要求，并说明回收的理由，属于卖方责任比例的商品，可以返回给卖方。运输费和管理费由卖方负担。

With respect to displaced Goods of JLR's Global Market for which Warranty Recovery Settlement Report is confirmed, generally the displaced Goods will not be returned to Chinese Part Return Center and provided to the Supplier.

对已确认《二次索赔结算报告》的 JLR 国际市场对应的保修旧件，通常情况下这些保修旧件不会返回至中国的旧件返运中心并提供给卖方。

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

一旦确定卖方取回该商品日期，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商品，相关费用由卖方承担。

For failure Goods with respect to which liability is determined and Warranty Recovery Settlement Report is confirmed, the return of such Goods shall not in any case affect the conclusion reached in the confirmed Warranty Recovery Settlement Report, or Warranty Goods 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，商品的返回不能影响已经确认的二次索赔报告结论，或者保修商品质量鉴定会的结论，或者其他协商会议的结论。

5.5 Destruction of Warranty displaced Goods

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 Goods for which BUYER is responsible at BUYER's expense; the service network shall, at their expense, be responsible for destroying the Goods 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商品，费用由买方承担；对留在服务网点的商品，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 Goods 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.

对卖方责任的商品或在第三方处的旧商品，由卖方负责销毁，费用由卖方承担。

The displaced Goods 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 Goods MUST keep detailed document or image records of the destruction for BUYER's audit.

旧商品销毁程度应达到商品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。

6. Fraud Penalty 虚假处罚

The SUPPLIER shall be objective, fair and true in the quality analysis of the return Goods from warranty. BUYER has the right to reappraise the return Goods in the SUPPLIER's quality analysis report. The return Goods 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。

7. 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。

