

	工程服务总条款和条件	 — 奇瑞·捷豹路虎 —
	Engineering Service GTC	

**GLOBAL TERMS AND CONDITIONS
FOR ENGINEERING SERVICES**

工程服务总条款和条件

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Chery Jaguar Land Rover Automotive Co., Ltd. ("Chery Jaguar Land Rover") and its affiliated companies around the world comprise a global entity whose business activities consist of development, manufacture, marketing and sale of premium motor vehicles and automotive parts. Our mission is to improve continually our products and services to meet our customer's needs. The automotive vehicle market is undergoing constant development. Our customers are constantly raising their requirements with respect to function, quality and safety. Environmental leadership is becoming an increasingly important aspect of customer choice. Thus, constant change and improvement are necessary to be competitive.

奇瑞捷豹路虎汽车有限公司（以下简称“奇瑞捷豹路虎”）及其遍布全球的关联公司共同组成了全球性的企业，其业务范围覆盖了高档汽车和汽车零件的开发、制造、营销和销售。我们的宗旨是不断改进产品和服务以满足客户的需求。目前汽车市场日新月异，客户对汽车功能、品质和安全性的要求也不断升级。环保已日益成为客户选择的重要方面。因此，持续变革和改进是确保我司竞争力的必要途径。

Successful relationships with our suppliers are important to us. Our suppliers are an essential part of our team, playing a pivotal role in helping us to consistently deliver quality products to our customers. Chery Jaguar Land Rover and its suppliers agree that every single component must meet or exceed the requirements and expectations of our customers and that greater customer satisfaction is the only way for both Jaguar Land Rover and its suppliers to achieve long-term increased volume, efficiency and profitability. Our suppliers' commitment to quality and willingness to work together are key to Chery Jaguar Land Rover becoming the leading manufacturer of premium cars in the world which will allow each of us to grow our businesses and to provide superior returns to our respective shareholders.

同供应商建立良好紧密的合作关系对我们至关重要。供应商是我们团队的重要组成部分，在我们向客户不断提供高质量产品中扮演着关键的角色。奇瑞捷豹路虎汽车有限公司及公司供应商一致同意：每一个独立的部件都必须满足或超出客户的要求和期望，客户更大的满意度是奇瑞捷豹路虎汽车有限公司及其供应商实现产量和盈利持久增长的唯一途径。我们的供应商对质量恪守承诺并愿意同我们一道努力，这对奇瑞捷豹路虎汽车有限公司成为世界上卓越的汽车制造商至关重要，这也促使我们的业务得以更好的发展从而为各股东们创造更为丰厚的回报。

To achieve our mutual goal, we must work together to exceed customer expectations by consistently delivering exciting new products, with high quality and low cost. In view of these goals and objectives, Chery Jaguar Land Rover and its suppliers agree that the following terms and conditions, govern the purchase delivery of engineering services and related goods from the supplier to Chery Jaguar Land Rover.

为实现双方目标，我们必须通力合作，始终如一地向客户交付高性价比的震撼性新产品来赶超客户的期望。为实现该目标，奇瑞捷豹路虎以及供应商特协定以下总条款和条件以管理供应商对奇瑞捷豹路虎工程服务和相关产品的采购。

These terms and conditions and associated documents are issued on behalf of that Chery Jaguar Land Rover legal entity (or the Chery Jaguar Land Rover Affiliate) identified on the face of the Purchase Contract as the "Buyer" and will apply to all contracts issued to you as Supplier of engineering services and related goods (e.g. prototype (pre TT build phase) parts and tooling used in order to fulfil the Services), but excluding tooling used to supply parts for series production of Buyer's motor vehicles and/or other parts (the supply of which would be subject to a separate Purchase Contract and Buyer's Production Purchasing Global Terms and Conditions). Purchase Contracts and other associated purchasing documents will be valid without signature if issued by Buyer through its SAP system. The reference to Purchase Contract herein shall include a blanket Purchase Contract or similar documents issued by Buyer to Supplier and which incorporate these terms and conditions.

本采购总条款及相关文件以奇瑞捷豹路虎法人单位（或奇瑞捷豹路虎关联公司，采购合同首页称之为“买方”）的名义释放，且适用于释放给作为服务和相关产品（如样车（Pre-TT生产阶段）零件和履行服务所需模具）的供应商的您所有合同，但不包括针对买方量产车而供应零件所使用的模具和/或其他零件（该类零件的供应受单独的采购合同和买方生产采购总条款和条件的约束）的供应合同。若经由买方SAP系统发布，则采购合同及其他相关采购文件无须签字也可生效。提及的采购合同应包括由买方向供应商释放且包含本总条款和条件的总括综合采购合同或类似文件。

1. INTERPRETATION

解释

(a) In these terms and conditions the following words have the following meanings unless

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inconsistent with the context:

除非与上下文不一致，否则,以下术语及其定义适用于本总条款和条件:

“Affiliates”
关联公司

means Buyer's or Supplier's (as relevant) subsidiaries, its holding company and any subsidiaries of such holding company. A company is a “subsidiary” of another company, its “holding company”, if that other company:

指买方或供应商（若相关）的子公司、控股公司及该控股公司子公司。一公司是另一公司的子公司或控股公司，若另一公司：

- (a) holds 50% or more of the voting rights in it, or 持有某公司50%或50%以上的表决权；
- (b) holds 50% or more of the shares or stock in it; or 持有某公司50%或50%以上的股份或股票；
- (c) is a member of it and has the right to appoint or remove a majority of its board of directors; or 是某公司股东且有权任命或辞退董事会大多数成员；
- (d) is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it, 是某公司股东，且根据与其他股东签订协议，单独掌控该公司绝大部分表决权；
- (e) is one of shareholders of Buyer, 是买方的股东，

or if it is a subsidiary of a company that is itself a subsidiary of that other company;
或为该另一公司子公司下属的子公司；

“Background IPR”
“背景知识产权”

means the Intellectual Property Rights of either Buyer or Supplier which are in existence as at the Commencement Date or which are developed independently of the Services;

指买方或供应商在合同开始日之前已拥有的服务知识产权；

“Business Day”
“工作日”

means any day other than a Saturday or Sunday or a public holiday in China;

指除周六、周日或中国法定节假日之外的任意天；

“Business Hours”
“工时”

means 9.00 a.m. to 6.00 p.m. inclusive on any Business Day;

指工作日早上9:00（含9：00点）至下午6:00（含6：00）；

"Buyer"

means the purchaser of the Services, as identified on the face of the Purchase Contract;

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“买方”	指采购合同首页中指定的服务采购方；
“Commencement Date” “开始日”	means the date of the Purchase Contract; 指采购合同开始日；
“Confidential Information” “保密信息”	means secret or confidential commercial, financial, marketing, technical or other information (including, without limitation, information in or relating to vehicle model programmes, product plans, business plans, marketing plans, research and development projects or Buyer's finances), know-how, trade secrets and other information in any form or medium of Buyer and/or Buyer's Affiliate whether disclosed orally or in writing before or after the Commencement Date, together with any reproductions of such information in any form or medium or any part(s) of this information; 指秘密或商务、财务、市场营销、技术及其他保密信息(包括但不限于车型项目、产品规划、商业企划、营销计划、研发项目或买方财务或相关的其他信息)、专利技术、商业秘密以及在合同开始日之前或之后口头或书面披露的以任何形式或任何媒介提供的买方和/或其关联公司其他信息，包括以任何形式或媒介提供的该类信息复制件或任何部分；
“Design Data” “设计数据”	means all records created by Supplier or its Guest Engineers while performing the Services and/or providing Related Goods including, but not limited to, design concept sheets, planning drawings, specifications, specification tenders, engineering reports (including test reports), formulae and data held on any electronic medium, including vehicle specifications and shape related data; 指供应商或其驻厂工程师在履行服务和/或提供相关产品时所做记录，包括但不限于设计概念表、规划图纸、规范、规范标书、技术报告(包括试验报告)、以任何电子媒介储存的公式和数据(包括车辆规范和外形相关数据)；
“Fees” “费用”	means the fees for the Services as set out in the Purchase Contract; 指采购合同中设定的服务费用；
“Force Majeure” “不可抗力”	means any cause preventing either Buyer or Supplier from performing any or all of its obligations which arises from or is attributable to circumstances beyond its reasonable control; 指由于不可控状况导致买方或供应商无法履行部分或全部义务的因素；
“Foreground IPR” “前景知识产权”	means any Intellectual Property Rights, including without limitation inventions, designs, discoveries, improvements, concepts, techniques, processes and

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know-how, whether or not patentable, which arise or are created by Buyer and/or Supplier (and/or Supplier's sub-contractors) during the term of the Purchase Contract and in connection with the Services or as a result thereof;

指采购合同期限内产生的或由由买方和/或供应商（和/或供应商的分包商）创造的与服务相关的或作为服务结果的知识产权，包括但不限于发明、设计、发现、改进、概念、技术、流程和专有技术，无论其是否可申请专利。

“Guest Engineers”
“驻厂工程师”

means the engineering and other personnel employed by Supplier that shall work at Buyer's sites whilst providing the Services and who shall have appropriate and sufficient knowledge, experience, technical skills (including professional degrees, licences, memberships or certifications) sufficient for them to perform their duties under the Purchase Contract;

指由供应商为履行采购合同规定职责而聘用的掌握丰富知识、经验和技能（包括专业学位、执照、会员证或资格证）在买方场所提供相关服务的工程师及其他人员。

“Intellectual Property Rights”
“知识产权”

means any patent, utility model, registered design, unregistered design right, copyright (including any right in computer software), database right or topography right and any trade secret, trade mark, service mark, trade or business name, goodwill and rights in confidential information and know-how and any associated or similar rights (whether or not any of these are registered and in all cases including applications for registration of any such thing);

指任何专利、实用新型、注册设计、未注册设计权、版权（包括计算机软件相关任何权利）、数据库权或拓朴权以及商业秘密、商标、服务标志、贸易或商业名称、商誉、保密信息和专有技术相关权利以及其他相关或类似权利（无论登记与否，并始终包括上述任何权利的登记申请）；

“Parts”
“零件”

means the various parts and components (or part thereof) as designed by Supplier in the performance of the Services;

指供应商在履行服务期间设计的各种零部件（或其中一部分）；

“Person”
“人”

includes any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of state or joint venture;

指任何个人、企业、公司、非公司社团、合伙、政府机构、国家或国家机构、合资公司；

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"Purchase Contract"
“采购合同”

means any Purchase Contract, in Buyer's standard form, issued by Buyer for the Services incorporating these terms and conditions;
指以买方标准形式并由买方针对服务释放的采购合同，包括本工程服务总条款和条件；

"Related Goods"
“相关产品”

means any goods (including tooling) provided by Supplier to Buyer in relation to the Services, but excluding any parts or tooling used in the series-production of Buyer's and/or its Affiliates' vehicles;
指任何由供应商向买方提供的与服务相关的各种产品（包括模具），但不包括用于买方和/或其关联公司量产车的零件或模具；

"Supplier"
“供应商”

means the provider of the Services, as identified on the face of the Purchase Contract;
指采购合同首页规定的服务提供商；

"Services"
“服务”

means the engineering services described or referred to in the Purchase Contract (or as varied pursuant to a Purchase Contract) including the provision of Related Goods as part of those Services;
指采购合同中描述或提及（或根据采购合同衍生的）工程服务，包括提供相关产品作为该类服务的一部分。

"Service Point"
“服务点”

means Supplier's premises where the Services will substantially be performed;
指履行服务主要部分在其中完成的的供应商标所；

"Statement(s) of Work"
“工作声明”

means the Engineering Statement of Work ("ESOW") or other document containing Buyer's requirements or specifications issued by Buyer in relation to the Services;
指工程工作声明（“ESOW”）或买方发布的包含与服务相关的要求或规范的其他文件；

"Supplemental Terms"
“补充条款”

means Buyer's supplemental terms which contain specific requirements to address specific services, goods or local market requirements, as issued by Buyer from time to time and available from Buyer on request;
指买方补充条款，包括买方不时发布或一经要求买方即可提供的买方对特殊服务和产品的特定要求或当地市场要求。

"Tooling"
“模具”

means any tooling supplied to Buyer in connection with the Services (including Buyer-owned Tooling as defined in clause 29); and
指向买方供应的服务相关模具（包括第29条定义的买方所有的模具）；以及

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“Vehicle”
“车辆”

means Buyer and/or Buyer Affiliate vehicle programme(s) which is/are the subject of the Services; and
指作为服务对象的买方和/或其关联公司的整车项目；以及

“Web-Guide(s)”
“网络指南”

means Buyer’s web-guides, which contain specific matters such as (but not limited to) taxes, shipping, and environmental, as issued by Buyer from time to time and available from Buyer on request.
指买方的网络指南，包括买方随时发布或应要求提供的税收、运输和环保等（不限于此）等的特殊事项。

- (b) In these terms and conditions, unless the context requires otherwise, the following rules apply:
除非另有规定，否则，以下规则适用于该总条款和条件：
- (i) headings are inserted for convenience only and shall not affect the interpretation or construction of these terms and conditions;
标题的插入仅为方便，不影响该总条款和条件的解释和构想；
 - (ii) words in the singular shall include the plural and vice versa;
单数形式词语应意指其复数，反之亦然；
 - (iii) a reference to Buyer or Supplier includes its personal representatives, successors or permitted assigns;
买方或供应商包括其代表、继承人或许可的受让人；
 - (iv) reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
法令或法规指修订或重新制定的法令或法规，包括修订或重新制定法令或法规下规定的任何附属立法；以及
 - (v) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
条款中所引用的词组（包括、特别是）或类似表达应具象阐释且不得限制条款之前的词语的释义。
 - (vi) any Buyer Web-Guides or Supplemental Terms and conditions identified in these terms and conditions shall hereby be incorporated by reference. Copies are available from Buyer, upon request.
本总条款和条件中规定的任何买方网络指南或补充条款均应通过提及而成为本总条款和条件的一部分。可从买方获得相关复本。

2. OFFER, ACCEPTANCE
要约和承诺

- (a) A Purchase Contract is an offer to Supplier by Buyer to enter into the purchase and supply agreement it describes. Supplier's express agreement to a Purchase Contract or commencement of work thereunder will constitute acceptance of the offer.
采购合同是买方向供应商发出的达成的采购和供应协议的要约。供应商明确同意采购合同或开始履行合同中所规定的工作即构成承诺。
- (b) Acceptance is expressly limited to the terms of Buyer's offer. Unless otherwise agreed, once accepted, such Purchase Contract together with these terms and conditions will be the complete and exclusive statement of the purchase agreement. Any modifications proposed by Supplier are expressly rejected by Buyer and shall not become part of the agreement in the absence of Buyer's written acceptance with express reference to such modifications.

接受要约明确地限于买方的要约条款。除非另有协议，一旦接受要约，该采购合同及该条款和条件将构成就该采

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购事宜达成一致完整及专有的陈述。未经买方就该等修改明确提及并书面接受，由供应商提议的任何修订买方在此明确拒绝，其不应构成达成一致的组成部分。

3. SERVICES AND OBLIGATIONS OF SUPPLIER

供应商服务和义务

- (a) Supplier will provide the Services to Buyer upon these terms and conditions, the terms of the Purchase Contract, any applicable Web-Guides or Supplemental Terms and the terms of the Statement of Work. In the event of a conflict between the terms of the Purchase Contract and/or any Supplemental Terms and/or these terms and conditions and/or the Statement of Work and/or the Web-guides then to the extent of such conflict, the conflict shall be resolved in the following order of priority : (i) the Purchase Contract (ii) the Supplemental Terms (regardless of whether any Supplemental Terms are referenced on the Purchase Contract) ; (iii) these terms and conditions; (iv) the web-guides; and (v) the Statement of Work (regardless of whether the Statement of Work is referenced on the Purchase Contract).

供应商应按照本总条款和条件、采购合同条款、任何适用网络指南或补充条款以及工程工作声明中的条款提供服务。若采购合同条款和/或任何补充条款和/或本总条款和条件和/或工程工作声明和/或网络指南发生冲突，则应按照以下优先级予以解决：(i)采购合同；(ii)补充条款（不论采购合同是否引用任何补充条款）；(iii)本总条款和条件；(iv)网络指南；以及(v) 工程工作申明（不论采购合同是否引用工程工作申明）。

- (b) While providing the Services Supplier agrees:

在提供供应商同意的服务时：

- (i) to keep within the costs constraints of the Fees; and
确保不超过费用成本限制；以及
- (ii) to meet all the performance requirements as notified by Buyer from time to time (including, but not limited to, any service levels or other requirements detailed in a Statement of Work).
满足买方随时通知的所有性能要求（包括但不限于服务水平或其他工程工作声明中详细规定的其他要求）。

- (c) Supplier will provide the Services, and any Design Data and Related Goods in accordance with the timing and locations notified by Buyer to Supplier, or if no timings are provided, within a reasonable time. In the event that the timing for the Services has not been (or is reasonably likely not to be) met, Supplier shall notify Buyer in writing and Buyer shall, acting reasonably, determine whether an extension to the timing is appropriate. Unless agreed otherwise in writing by Buyer, time shall be of the essence in respect of the delivery of the Services. If Supplier fails to perform the Services by the applicable dates specified in the Purchase Contract or Statement of Work, Buyer shall, without limiting its other rights or remedies, have one or more of the following rights (to be exercised in Buyer's sole discretion):

供应商将按照买方通知的时间和地点提供服务、设计数据和相关产品；若未规定具体时间，则将在合理的时间内予以提供。若未能按时提供服务（或实际上无法按时提供），供应商应向买方发出书面通知，买方应合理行事决定适当延期是否合适。除非获得买方事先书面同意，否则，务必遵守服务交付时间。若供应商未能在采购合同或工作声明中规定的相应日期内履行完成服务，则买方在不限制其其他权利或补救措施的前提下具有以下一项或多项权利（根据买方单方意愿）：

- (i) to terminate the Purchase Contract with immediate effect by giving written notice to Supplier;
向供应商发出书面通知终止采购合同，即时生效；
- (ii) to refuse to accept any subsequent performance of the Services which Supplier attempts to make;
拒绝接受供应商试图履行进行的其后的服务；
- (iii) to recover from Supplier any costs incurred by Buyer in obtaining substitute services from a third party;
从供应商处获得买方交由第三方代为提供相应服务所需成本的补偿；
- (iv) where Buyer has paid in advance for Services that have not been provided by Supplier, to have such sums immediately refunded by Supplier; and/or
若买方支付了供应商尚未提供的服务的预付款，买方有权要求供应商立即归还该笔资金；和/或
- (v) to claim damages for any additional costs, losses or expenses incurred by Buyer which are in any way

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attributable to Supplier's failure to meet such dates or comply with the warranties herein.

向供应商就任何因其未按时提供服务或违反本文件保证而造成的买方额外成本、损失或费用进行索赔。

- (d) Supplier agrees that the Services will be provided by employees of Supplier and that Supplier shall ensure that such employees comply with the confidentiality requirements detailed in clause 11(b). If Supplier wishes to use any independent contractors, sub-contractors or agents in provision of the Services, it will first provide Buyer written notice listing the independent contractors, sub-contractors or agents who it wishes to engage. If Buyer objects to the use of or identity of any independent contractor, sub-contractor or agent then Supplier shall not appoint such person in relation to the provision of the Services. Supplier must comply with the provisions of this clause 3(d) when making any changes to the identity of the independent contractors, sub-contractors or agents that it wishes to engage.

供应商同意由供应商员工提供相关服务且供应商应确保该员工遵循第11(b) 条规定的保密性要求。若供应商希望聘用任何独立的承包商、分包商或代理商提供服务，供应商应事先向买方发出书面通知，告知其有意聘用的承包商、分包商或代理商。若买方拒绝使用或批准任何单独承包商、分包商或代理商，则供应商不得任命该类人提供服务。在变更有意聘用的承包商、分包商或代理商时，供应商必须遵守本第3(d)条中的规定。

- (e) Supplier shall provide adequate training of its personnel, and/or its Guest Engineers (as appropriate) to ensure the Services are provided in accordance with these terms and conditions and Supplier shall inform all persons engaged in relation to the provision of the Services of relevant legislation and shall ensure that such persons comply with such legislation in relation to the carrying out of their duties.

供应商应为其员工和/或驻厂工程师（若适用）提供充分的培训，以确保所提供的服务符合本总条款和条件要求，且供应商应将相关法律法规告知所有提供服务的相关人并确保其在履行职责期间遵循法律法规。

- (f) Supplier agrees to prepare and present to Buyer all reports, presentations and documentation which are requested by Buyer in the format and in the timescales as reasonably stipulated by Buyer. The feedback may include, but not be limited to, the results or findings, recommendations, justifications, confirmation of compliance to Buyer standards and benefits to be derived, both of a technical and commercial nature.

供应商同意按照买方合理规定的格式和时间要求编制并提交买方所要求的报告、陈述和文件。其反馈可能包括但不限于结果或发现、建议、评判、符合买方标准的确认以及由此所产生的利益包括技术和商务方面的。

- (g) Buyer may, at any time, by way of written notice to Supplier, require any changes to the scope, duration or specifications of the Services and/or the Design Data and/or the Related Goods. If any changes made by Buyer in accordance with this clause affect the cost or timing of the Services, Buyer and Supplier will negotiate in good faith a reasonable equitable adjustment in the Fees and/or delivery schedules as applicable. Supplier will not make any change in the Services unless done pursuant to Buyer's express written instructions or Buyer's written approval. The terms of the Purchase Contract will thus be varied to the extent of the agreed written amendment. For the avoidance of doubt, Buyer shall not be liable for any increase in the Fees due to a change in the Services unless Buyer has agreed such increase in writing and has amended the Purchase Contract to reflect the increase in Fees.

买方可随时向供应商发出书面通知要求对服务和/或设计数据和/或相关产品的范围、时限或规范作出变更。若买方根据本条款所做变更影响服务的成本或时间进度，买方和供应商将诚信协商对费用和/或交付计划做出合理且公正的调整。除非事先获得买方明确书面指示或书面批准，供应商不得对服务做出任何变更。采购合同的条款将根据书面达成的修订进行相应变化。为了避免疑问，买方将不承担就服务变更而引起的费用增加，除非买方已书面认可该成本增加且已就该费用增加对采购合同进行了修订。

- (h) Supplier will ensure that: (i) any Design Data and Related Goods are properly packed and secured in such a manner as to enable them to reach their destination in a fully functioning and undamaged condition meeting the cleanliness standard; and (ii) it packs, marks and ships any Design Data and Related Goods in accordance with all of Buyer's standards (as set out in Buyer's Delivery Terms Web-Guide or as may otherwise be notified to Supplier by Buyer from time to time).

供应商应确保：(i)所有设计数据和相关产品均妥善包装和安全保管，以便到达目的地时功能齐全、完好无损满足清洁标准；以及(ii)完全按照买方标准（买方交货条款网络指南或买方随时发布给供应商的规定）对所有设计数据和相关产品包装、标记和运输。

- (i) Supplier agrees that it shall supply any Design Data and Related Goods in accordance with the delivery terms as set out in Buyer's Delivery Terms Web-Guide.

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供应商同意其将按照买方交货条款网络指南规定的交付条款要求交付所有设计数据和相关产品。

- (j) Full title to any Related Goods and Design Data supplied to Buyer shall transfer to Buyer at the point of delivery.

所供应的相关产品和设计数据的所有权应在交付点移交给买方。

- (k) The Design Data and Related Goods shall remain at the risk of the Supplier until delivery of the Design Data and Related Goods in accordance with these terms and conditions, whereupon risk in, and unencumbered title to, the Design Data and Related Goods shall pass to Buyer. Supplier agrees that it shall not retain any lien on or over the Design Data or Related Goods (or any part thereof), and to the extent that any lien is implied under law, Supplier hereby waives any and all rights to enforce any such lien on or over the Design Data or Related Goods (or any part thereof).

根据本总条款和条件，完成设计数据和相关产品交付前其风险由供应商承担。交付时，设计数据和相关产品的风险及无任何负担的所有权将转移给买方。供应商同意其不得保留设计数据或相关产品（或其任何部分）的留置权；若法律隐晦规定了任何留置权，供应商应放弃设计数据和相关产品（或其任何零件）留置权相关的所有权利。

4. GUEST ENGINEERS

驻厂工程师

- (a) In order to facilitate the proposed work and for the better provision of the Services, Supplier may propose to Buyer that the services of Guest Engineers be utilised. As part of such proposal Supplier shall provide Buyer with details of the identity, qualifications and experience of each such proposed Guest Engineer.

为便于推进工作且更好地提供服务，供应商可提议聘用驻厂工程师为买方提供服务。为此，供应商应向买方提供所有驻厂工程师的身份证明、资质和经验的详细信息。

- (b) The Guest Engineers may be sent to Buyer's premises with the prior written approval of Buyer, such approval not to be unreasonably withheld or delayed.

经过买方事先书面批准，驻厂工程师将被派往买方工厂。（买方不得无故暂缓或延迟供应商的申请批准）

- (c) Supplier shall supervise, or cause its Affiliates to supervise its Guest Engineers in relation to working hours, working environment and safety of engineers and to be responsible as an employer to such Guest Engineers for all obligations under the applicable employment and regulations in China, or of such country in which the Guest Engineers are located. Supplier is solely responsible for the payment of: all wages, salary, or other compensation; all income and employment related taxes; all fringe benefits and for reimbursement of expenses incurred by Guest Engineers, including, but not limited to all expenses for travelling to Buyer or third party facilities. Buyer shall have no obligation to reimburse Guest Engineers for any business expenses, unless Buyer has previously approved such expenses in writing.

供应商或其关联公司需对驻厂工程师的工时、工作环境和安全进行监管，并以雇主的身分要求该批驻厂工程师履行中国或驻厂工程师所在国当地适用的劳动法律法规规定的义务。供应商需支付驻厂工程师的所有工资、薪水或其他补偿、所有收入和雇佣相关税款以及所有附加福利，并报销驻厂工程师产生的差旅费用。该费用包括但不限于前往买方或第三方设施的差旅费。除非买方事先书面同意，否则，买方将不承担任何驻厂工程师的任何差旅费用。

- (d) If Buyer reasonably considers that any Guest Engineer is not adequately performing the Services, pursuant to the Purchase Contract, Buyer may request a replacement. Buyer and Supplier agree that upon receipt of such a request they shall meet and enter into good faith discussions regarding the request and in the event the request is upheld Supplier will replace (without any compensation from Buyer) the said Guest Engineer as promptly as is reasonably practicable for the provision of the Services.

若买方合理认定某驻厂工程师不适合履行采购合同规定的服务，买方有权要求更换。供应商同意供应商一旦收到该要求后将安排会议和买方针对该要求进行友好协商；若该要求被同意，供应商将立即更换所提及的驻厂工程师（买方不提供任何赔偿）以继续提供服务。

- (e) Supplier shall ensure that all Guest Engineers comply with all of Buyer's procedures and policies, including without limitation, site, security, confidentiality and health and safety policies and the reasonable instructions

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of Buyer, whilst on Buyer's premises.

供应商应确保所有驻厂工程师均遵守买方的所有程序和政策，包括但不限于买方经营场所的场所、安保、保密性、健康和安全管理政策以及买方的合理指南。

5. WARRANTY

产品保证

- (a) Supplier represents and warrants that it will provide the Services with the experience, diligence, due skill and care expected of an experienced and best practice company in the provision of the type of services as are within the scope of the Purchase Contract (including a Statement of Work), and shall carry out all responsibilities in accordance with recognised professional standards; and that it is adequately financed to meet all financial obligations it may be required to meet under the terms of the Purchase Contract.

供应商陈述并保证：作为一家预期熟练的最佳实践公司，将熟练、勤奋、谨慎地提供采购合同（包括工程工作声明）内规定的各种服务，并按照公认的职业标准履行各项职责；同时其有充足的资金以履行采购合同条款要求履行的所有财务义务。

- (b) Supplier warrants that the Services will conform in all respects to any description of the Services in the Purchase Contract, any Statement of Work and any specifications or other requirements agreed upon between Buyer and Supplier or as varied by agreement between Buyer and Supplier. Without prejudice to any other right or remedy available to Buyer, if Buyer reasonably determines that any work undertaken in relation to the Services does not comply with the warranties contained within this clause 5, Supplier will promptly re-perform the work at no additional charge as soon as reasonably practicable upon receipt of a written request from Buyer.

供应商保证所提供的服务完全符合采购合同内服务说明、工作声明以及买方和供应商商定的规范和其它要求或者双方商定的变更要求。在不妨害买方任何权利或补救措施的前提下，若买方合理地判定任何服务相关工作不符合本条款第5条所作保证，供应商应在收到买方书面要求之后立即重新履行相关工作，且不得收取任何额外费用。

- (c) Supplier warrants that it shall observe, comply with and embody in the provision of the Services and Related Goods all relevant legislation (including statutory requirements) and undertake compliance with all relevant codes of practice and conduct, including British, European, Chinese and Buyer notified standards in the provision of the Services.

供应商应保证遵守、符合并履行与提供的服务和相关产品相关的所有相关法规并遵守所有相关实践和行为规范，包括与服务提供相关的英国标准、欧洲标准、中国标准以及买方通知的标准。

- (d) Supplier warrants that the outcome or results of the performance of the Services by Supplier or its Affiliates, Guest Engineers, sub-contractors or agents, and any Related Goods supplied, will be of a satisfactory or merchantable quality, fit for purpose and will conform in all respects to any standards, requirements, descriptions or specifications specified by Buyer and with any laws and regulations in force in the countries in which the Services are to be provided.

供应商保证其本身或其关联公司、驻厂工程师、分包商或代理商的服务履行结果或成果以及所供应的相关产品的品质均令人满意、适销的、满足目的并符合任何买方指明的任何标准、要求、说明或规范以及服务提供所在国法律法规规定。

- (e) Supplier warrants that it has in place, or will obtain, all necessary consents, approvals, authorisations, licences and permissions to provide the Services, including in relation to the provision of any Design Data as contemplated by the Purchase Contract (including these terms and conditions).

供应商保证已经或会获得所有提供服务所必需的准许、批准、授权、特许或许可，包括采购合同（及本总条款和条件）规定的任何设计数据提供所需相关准许、批准、授权、特许或许可。

- (f) The warranties given in these terms and conditions are supplemental to all other warranties, express or implied whether by statute or otherwise relating to the Services to the fullest extent permitted by law. Supplier warrants that it will use its best efforts to ensure that its systems, equipment and any other item necessary to perform its obligations under the Purchase Contract will not be affected by any error, interruption or other adversity (save in the event of any error, interruption or other adversity directly arising

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due to Buyer's wilful misconduct), and that should any such event occur Supplier can demonstrate that proper contingency actions are in place to ensure the performance of the Services within the terms of the timescales and deadlines for the provision of the Services.

在法律允许的最大范围内，本总条款所述保证将补充法规或服务相关规定明确或暗含规定的所有其他保证。供应商保证将竭尽全力确保其系统、设备和其它必要的项目确保采购合同义务履行；所需所有正常运行且无失误、无中断或无灾害（除非该失误、中断或灾害直接由于买方故意不当行为引起）；若发生任何失误、中断或灾害，供应商须证明其有能力采取适当的应急措施确保服务能在规定的时间内和截止日期前完成。

- (g) Supplier's warranty and any rights of Buyer to make a claim under it will be effective even if Buyer has accepted all or a portion of the Services.
即使买方已接受所有或部分服务，供应商的保证以及买方享有的索赔权仍有效。

6. INSPECTION AND AUDIT
检查和审核

- (a) If requested by Buyer, Supplier will permit Buyer (which, for purposes of this clause 6 includes its authorised representatives), during the term of the Purchase Contract and for a period of 7 years following the later of the completion of the Services and the date of final payment to Supplier under the Purchase Contract, to: 若买方要求，供应商将允许买方（出于本文第6条考虑，还包括其授权代表）在合同期限内或者在完成服务或采购合同规定的最终付款日（以后到者为准）之后7年内：
 - (i) examine and copy all pertinent documents, data and other information relating to the Services, Related Goods, Supplier's obligations under the Purchase Contract, any payment made to Supplier or any claim made by Supplier;
检查并复制所有与服务、相关产品、供应商采购合同项下义务、向供应商付款或供应商提出的索赔相关的所有文件，数据及其他信息资料；
 - (ii) view any facility (including the Service Point) or process relating to the Services, the Related Goods or the Purchase Contract, including those relating to production quality; and
检查与服务、相关产品、采购合同以及与生产质量相关的所有设施（包括服务点）或流程；以及
 - (iii) audit any facility or process to determine compliance with the requirements of the Purchase Contract.
审查所有设施或流程，以确定是否符合采购合同的要求。
- (b) Any examination under this clause 6 will be conducted during normal Business Hours and upon advance written notice to Supplier. If requested by Buyer, Supplier will use its best efforts to permit Buyer to obtain from the sub-contractors of, and vendors to, Supplier the information and permission to conduct the reviews specified in this clause 6, regardless of any other right Buyer may have to that information or facility.
应在正常工作时间并在提前书面通知供应商的情况下履行第6条中的检查。若买方要求，则供应商应尽最大努力使买方从供应商分包商和供应商卖家处获取履行第6条规定的审核所需信息资料和许可，不论买方是否拥有对该信息资料或设施的其他权利。

7. RECORDS AND DESIGN DATA
记录和设计数据

While performing the Services, Supplier and its employees and agents will develop the Design Data relating to the Vehicle and vehicle components. Supplier will keep all Design Data and any other pertinent records related to the Services, including, documents, data and other written information for at least 7 years following the later of the last delivery of the Services or the date of the final payment to Supplier under the Purchase Contract. Upon Buyer's request, Supplier will then either return all of the Design Data and records to Buyer or, at Buyer's request, destroy them (and provide a certificate signed by Supplier's Managing Director or similar that such destruction has taken place). Supplier shall keep all Design Data and records strictly confidential, in accordance with the terms and conditions of the Purchase Contract. Supplier shall promptly provide Buyer with any and all copies of any Design Data, information or records, as may be requested by Buyer from time to time.

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履行履行服务时，供应商及其员工和代理人将开发与车辆和车辆部件相关的设计数据。在完成最后一次服务交付后或采购合同规定的供应商最终付款日期后（以后到者为准），供应商仍将保留所有与服务相关的设计数据以及其他相关记录（包括文件、数据以及其他书面资料）至少7年。经买方要求，供应商或者将所有设计数据和记录退回买方或者按要求将其销毁（并提供由供应商总经理或类似职务人员签署的销毁证明）。按照采购合同的条款和条件，供应商应对设计数据和记录进行严格保密。供应商应根据买方随时要求尽快向其提供所有设计数据、资料或记录。

8. FEES, INVOICING AND PAYMENT

费用、发票开具和付款

- (a) In consideration of the provision of the Services by Supplier, Buyer shall pay the Fees as detailed in the Purchase Contract. Buyer will not be obligated to pay Supplier for any fees or charges in excess of the Fees unless such fees and charges have been approved in advance and in writing by Buyer's authorised signatories and reflected in the value of the Purchase Contract.
 作为供应商提供服务的对价，买方将依据采购合同的规定支付费用。买方不会向供应商支付额外的费用或收费，除非该费用或收费已提前获得买方授权签署人的书面批准并在采购合同中已明确反映。
- (b) Supplier will invoice Buyer for all Services provided and for any pre-authorized business expenses in accordance with Buyer's then current Payment Terms Web-guide. If any item or any part of an item shown on an invoice rendered by Supplier is subject to a bona fide dispute or question by Buyer then Buyer shall be entitled to withhold payment of that invoice until such dispute or question has been resolved.
 供应商应依据买方现行支付条款网络指南对提供的所有服务和预先批准的业务费用开具发票。若买方对供应商所提供发票上的任何项目或任何项目的部分存在正当争议或有疑问，在该争议或疑问妥善解决前，买方有权拒绝支付该发票。
- (c) Invoices will accurately document the Services provided during the invoice period and will include such supporting documentation as may be reasonably requested by Buyer to establish the extent to which Services have been rendered.
 发票应准确记录发票期内所提供的服务包括买方合理要求的用于确定已完成的服务的证明文件。
- (d) Buyer will pay all applicable transaction taxes and VAT (collectively "Tax") submitted in a timely manner in accordance with the terms of the Purchase Contract. Supplier will separately state Tax on all its invoices and supporting documentation. Supplier is responsible for submitting accurate information required to determine and calculate Tax. Buyer will not be responsible for penalties, interest or fees imposed on Supplier as a result of incorrect calculation or billing of Tax. Supplier will, upon Buyer's request, provide documentation to support the billing and recovery of Tax paid. If so registered, Supplier must provide details of VAT registration numbers to Buyer.
 买方应依据采购合同条款及时支付所有适用交易税和增值税（统称“税款”）。供应商须在所有发票和证明文件中单独注明相关税款，同时应提交税款确定和计算所需准确资料。对供应商因税款计算或计费错误造成的罚款、利息或费用，买方无须承担任何责任。经买方要求，供应商须提供税款计费和税款追收证明文件。供应商必须向买方提供详细的增值税注册号（若已注册）。

9. INTELLECTUAL PROPERTY RIGHTS

知识产权

- (a) Each of Buyer and Supplier and/or its Affiliates shall retain its rights in its Background IPR.
 买方和供应商及/或其关联公司将保留其背景知识产权。
- (b) Supplier shall grant and hereby grants Buyer a non-exclusive, royalty-free, worldwide licence to use or otherwise freely exploit its Background IPR and to grant sub-licences to any third parties to the extent that such Background IPR may hinder or prevent the performance of the Services or otherwise limit Buyer's freedom to exploit the results of the Services as it sees fit.
 若背景知识产权将阻碍或妨碍服务履行或限制买方以其认为合适的方式使用开发服务成果，则供应商应授予并在此授予买方非独占性、免许可费的全球性许可以便买方自由使用其背景知识产权以及向第三方分许可。

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- (c) Buyer shall grant and hereby grants Supplier a non-exclusive, non-transferable, royalty-free, worldwide licence to use and exploit its Background IPR, including the right to make or use products or services incorporating the Background IPR, for the sole purpose of performing the Services. Any licence so granted shall not include the right to sell products or services incorporating the Background IPR to any third party, nor to sub-license the Background IPR to any third parties, except as strictly required to enable any sub-contractors to provide the Services and with the express prior written consent of Buyer.
 买方应授予供应商非独占性、不可转让、免许可费的全球性许可，以使供应商使用开发其背景知识产权，包括含有背景知识产权的产品或服务的制造或使用权，但仅能用于履行履行服务的目的。所授予的许可不包括向第三方出售含有背景知识产权的产品或服务的权利以及向第三方授予背景知识产权分许可的权利，除非为了使分包商能够提供服务所必须且获得买方事先明确书面同意。
- (d) In the event that Foreground IPR (including without limitation inventions, designs, discoveries, improvements, concepts, techniques, processes and know-how, whether or not patentable) arises or is created during the term of the Purchase Contract and in connection with the Services and any Related Goods or as a result thereof whether by Buyer or Supplier individually or jointly by Buyer and Supplier, it is hereby acknowledged and agreed that all such Foreground IPR, the right to file applications for the protection thereof (including without limitation applications for patent, utility model, design patent, registered design and copyright) in any country, and all Intellectual Property Rights and other rights arising therefrom, shall be the sole and absolute property, in equity and law, of Buyer.
 在此处规定的若在采购合同期限内形成或买方和供应商单方或共同创造了与服务和相关产品相关或源于服务和相关产品的前景知识产权（包括但不限于发明、设计、发现、改进方案、概念、技术、流程和专业技术，不论其是否可申请专利），双方在此确认并同意该类前景知识产权、任何国家内保护的申请权（包括但不限于专利、实用新型、设计专利、注册设计和版权的申请）以及由此而产生的所有知识产权及其他权利均为买方，依衡平法和成文法，独占的绝对产权。
- (e) Buyer shall grant and hereby grants Supplier a non-exclusive, non-transferable, royalty-free, worldwide licence to use and exploit the Foreground IPR, including the right to make or use products incorporating the Foreground IPR, for the sole purpose of performing the Services or to provide Parts to Buyer. Any licence so granted shall not include the right to sell products incorporating the Foreground IPR to any third parties nor to sub-licence the Foreground IP to any third parties except with the express prior written consent of Buyer.
 买方应授予供应商非独占性、不可转让、免许可费的全球性许可，以使供应商使用开发其前景知识产权，包括含有前景知识产权的产品或服务的制造或使用权，但仅能用于履行服务的目的。所授予的许可不包括向第三方出售含有前景知识产权的产品或服务的权利以及向第三方授予前景知识产权分许可的权利，除非为了使分包商能够提供服务所必须且获得买方事先明确书面同意。履行
- (f) Supplier shall promptly notify Buyer of the creation of any and all Foreground IPR promptly following its coming into existence and shall provide full details of same to Buyer. Such details shall include all information including know-how necessary to adequately protect the Foreground IPR. Supplier shall provide such assistance, and undertake such acts, as reasonably requested by Buyer in order to ensure that full title to all Foreground IPR vests in Buyer.
 供应商应在任何和所有前景知识产权产生后立即通知买方并提供该知识产权所有详细信息，详细信息包括有关充分保护前景知识产权所需的专有技术等所有资料。供应商应依据买方合理要求提供帮助并采取相应措施确保将前景知识产权完全买方为买方所有。
- (g) Notwithstanding anything in clause 9(f) above, on termination of the Purchase Contract for any reason whatsoever, Supplier shall at its expense do and execute and shall procure that its employees and any sub-contractor and its employees engaged in the performance of the Services do and execute any further thing or document as may be required by Buyer to give effect to clause 9(d).
 尽管上述第9(f)条有任何规定，若本采购合同因任何原因终止，供应商应根据买方要求自己或促使其负责提供服务的员工、分包商及其员工完成后续事项或履行完成相关文件，从而使第9(d)条有效，由此产生的相关费用均由供应商承担。
- (h) Buyer shall bear full and sole responsibility (including costs) for the filing, prosecution and maintenance of applications for the protection of the Foreground IPR.
 对于前景知识产权保护申请的申请，实施和维护，买方应独自承担全部责任（包括费用）。

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- (i) In relation to Intellectual Property Rights Supplier warrants that:
有关知识产权，供应商保证：
- (ii) it does not hold any rights under any Intellectual Property Rights (other than its Background IPR) which may directly or indirectly hinder or prevent the performance of the Services or otherwise limit Buyer's freedom to exploit the results of the Services or Related Goods;
不持有有可能直接或间接妨碍或阻碍服务履行、或限制买方利用服务成果或相关产品的任何知识产权（背景知识产权除外）下的相关权利。
- (iii) there are no Intellectual Property Rights (other than its Background IPR) which would be infringed or misused by the performance of the Services or the exercise or exploitation of the results of the Services or use of Related Goods; and
不存在因履行服务或使用/利用服务成果或相关产品而造成知识产权（背景知识产权除外）侵犯或滥用；且
- (iii) it is able to conduct the Services and provide Related Goods for use by Buyer without breaching any obligations it may owe to any third party now or, as far as it is at present aware, in the future and hereby undertakes to carry out the Services without breaching any such obligations and further undertakes not to assume any obligations to any third party which would be inconsistent with such undertaking.
有能力履行服务、提供买方所需相关产品且在现在或目前已知的将来情况下不会造成违反第三方任何义务；在此保证在不违反任何该类义务的情况下履行服务并进一步保证不会向第三方承担任何与本保证相悖的义务。
- (j) For the avoidance of doubt, it is hereby acknowledged and agreed that the Fees include any and all costs as may be incurred in procuring the right to use or otherwise exploit the Intellectual Property Rights of any third party to the extent that such third party rights are used or included in the Services or the results of the Services and which may directly or indirectly hinder or prevent the performance of the Services or the exercise or exploitation of the results of the Services.
为避免疑问，本条款确认并同意费用包括获取第三方知识产权使用或利用权限时可能产生的任何及所有花费，前提是该第三方知识产权用于或包含于服务或服务成果且可能直接或间接妨碍或阻碍服务履行或服务成果使用/利用。
- (k) All Design Data shall be unconditionally owned by Buyer, and shall be considered work made by Supplier for the sole interest of Buyer. Buyer shall have all right, title and interest, including but not limited to all right to obtain copyright, patents or other protections, in and to such Design Data and any works used as a basis for creating such Design Data. Neither Supplier, its Affiliates or its sub-contractors or any other party who has copyright to any works comprising any Design Data, shall object to modification and/or translation of the Design Data by Buyer.
所有设计数据均应无条件归买方所有，且应视为供应商仅为买方利益履行的工作。买方应享有设计数据或作为任何设计数据创建基础的著述的一切权利、所有权和权益，包括但不限于版权、专利权或其他保护权的获取权。拥有包含设计数据著述版权的供应商及其关联公司或其分包商或其他任何其他一方均不可反对买方对设计数据进行修改和/或转化。
- (l) Allocation of ownership to the right to file the applications referred to in clause 9(h), and any Intellectual Property Rights arising therefrom if granted and any other intangibles referred to in clause 9(h) among Buyer and its Affiliates shall be in accordance with the terms of the Purchase Contract (including these terms and conditions).
第9(h)条所提及申请权所有权分配、由此产生的知识产权（若授予）以及第9(h)条中买方及其关联公司的其他无形资产均应符合采购合同中相关条款（包括本总条款和条件）要求。
- (m) Nothing in these terms and conditions shall be construed as conferring upon Buyer or Supplier a right to use in the course of trade or apply any trade mark, trade name or design of the other, whether now existing or created subsequently to the Commencement Date unless written permission is given by the other. Any user rights so granted must be subject to a separate trade mark licence agreement upon the terms to be agreed between Buyer and Supplier.
除非获得对方书面同意，否则，本总条款均不得解释为赋予买方或供应商在交易过程中使用或采用对方任何商

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标、商号或该等设计的权利，不论其是已然存在亦或是开始日后方形成。任何由此授予的使用权利均必须符合由买方和供应商就该协定条款单独签署的商标许可协议。

10. INFRINGEMENT OF INTELLECTUAL PROPERTY

侵犯知识产权

- (a) Supplier shall defend, indemnify, keep indemnified and hold harmless Buyer and its Affiliates, their respective officers, directors and employees, in full against all losses, liability, damages, costs and all expenses, including reasonable attorney fees and expert fees, arising out of or in connection with any claims, demands, actions or legal proceedings, alleging infringement of any Intellectual Property Rights in connection with the Services and supply of Related Goods subject to the following conditions:
若买方及其关联公司、管理人员、董事和员工因被指控侵犯与服务和相关产品供应相关的知识产权所蒙受的任何索赔、诉求、诉讼或法律程序而产生的或与此相关的所有损失、责任、损害赔偿金、成本及费用，包括合理的律师费和专家费，供应商应辩护并予以全额赔偿，以免其遭受损害，但应满足下列条件：
- (i) Buyer shall promptly notify Supplier in writing of any such claim or alleged claim of which it has notice and shall not make any admissions without the prior written consent of Supplier;
买方应及时书面通知供应商已注意到的有关索赔或指控索赔；未经供应商事先书面同意，不得做出任何承认；
- (ii) Buyer, at the expense of Supplier, shall allow Supplier to conduct and settle all negotiations and litigation resulting from any such claim provided that such settlement is not likely to have a negative impact on Buyer's reputation;
买方允许供应商在不对买方声誉造成负面影响的前提下处理并解决因此索赔而产生的所有谈判和诉讼，由此产生的一切费用均由供应商承担。
- (iii) at all times in relation to the claim Buyer shall, at Supplier's cost, act in accordance with the reasonable instructions of Supplier and at the request of Supplier afford all reasonable assistance with all negotiations and litigation; and
关于相关的索赔事宜，买方须始终依据供应商的合理指示和要求为其提供所有谈判和诉讼方面的合理帮助，由此产生的一切费用均由供应商承担。
- (iv) any legal costs awarded to Buyer as a result of any litigation in relation to the claim are to be for the account of Supplier and if paid to Buyer shall to the extent incurred by Supplier be paid without deduction by Buyer to Supplier promptly after receipt by Buyer.
作为与索赔相关的争议结果而判决支付给买方的法律费用若已支付给买方，买方应在供应商已承担法律费用范围内，将该法律费用全数支付给供应商。
- (b) In the event that Supplier is involved in a claim or alleged claim of which it has notice with a third party in connection with Intellectual Property Rights relating to the Services or Related Goods Supplier shall promptly notify Buyer in writing, providing full details of the claim or alleged claim.
若供应商注意到其卷入与第三方关于服务或相关产品供应相关知识产权索赔或指控索赔，供应商应及时书面通知买方，并提供索赔或指控索赔的详细信息。

11. CONFIDENTIALITY

保密

- (a) Supplier acknowledges that in providing Services and Related Goods hereunder, it may receive or have access to Confidential Information. In particular, any Statement of Work provided by Buyer (including drawings, test data and specifications developed in whole or in part by Supplier), and any Design Data or Related Goods created by Supplier shall be Confidential Information of Buyer. In addition, all information which Supplier or its Affiliates or any of its employees, agents or sub-contractors has access to in performing the Services at Buyer's facilities shall be presumed to be Confidential Information. All Confidential Information shall be confidential information and shall be kept strictly confidential by Supplier,

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regardless of whether such information is marked as “confidential.”

供应商确认在提供服务和相关产品时会获得或接触机密信息。尤其是，任何由买方提供的工作声明（包括部分或全部由供应商编制的图纸、试验数据和规范）、供应商创建的设计数据或相关产品均属于买方保密信息。此外，供应商、其关联公司或其员工、代理商或分包商在买方设施履行服务期间所接触的信息均应视为保密信息。不论其是否标注了“保密”，此类信息均属于保密信息，供应商应对其严格保密。

- (b) Supplier agrees that it shall use at least the same degree of diligence to protect the Confidential Information as it uses to protect its own confidential and sensitive information (being no less than a reasonable level of diligence). Supplier will not disclose any Confidential Information to anyone except to those employees, agents or sub-contractors of Supplier who need access to the Confidential Information in order to perform Services or provide Related Goods and who are bound by conditions of secrecy in respect of such Confidential Information which are no less strict than those imposed on Supplier under these terms and conditions (which Supplier shall, at Buyer's request, diligently enforce at Supplier's expense). Supplier agrees that it will not use the Confidential Information for any purpose other than performing Services and providing Related Goods. In particular Supplier shall not use any Confidential Information in providing goods or services to any other customer of Supplier.

供应商同意将不低于如同保护其自有保密和敏感信息同样程度的审慎保护保密信息（不少于合理审慎程度）。供应商将不会向任何人披露保密信息，需要采用该保密信息以履行服务或提供相关产品的供应商员工、代理商或分包商除外，且他们受不低于本总条款和条件规定的供应商保密（供应商应按照买方要求严格履行保密义务并自行承担相关费用）严格程度的保密信息保密条款制约。供应商同意不会将保密信息用于除履行服务或提供相关产品之外的其他目的。尤其是，供应商不得使用保密信息向其他客户提供产品或服务。

- (c) The obligations of confidentiality shall not apply to Confidential Information where:
保密义务不适用于下列保密信息：

- (i) the Confidential Information is, or becomes (other than through a breach of these terms and conditions or other confidentiality obligations in place) generally known to the public; or
保密信息是或成为公众信息（且未违反本总条款和条件或其他现行保密义务）；或
- (ii) the Confidential Information is proven by documentary evidence to have been developed independently by Supplier without reference to Buyer's or Buyer's Affiliates' Confidential Information; or
经文件证明为供应商在未参考买方或买方关联公司的保密信息的情况独立研发的保密信息；或
- (iii) the Confidential Information was rightfully received in good faith by Supplier without obligation of confidentiality from a third party; or
供应商在未违反保密义务的情况下以正当方式从第三方获取的保密信息；或
- (iv) disclosure is required by law, provided that (where reasonably practicable to do so) the disclosing party gives the non-disclosing party prompt written notice of the request for disclosure, cooperates with the non-disclosing party in obtaining protective order or other remedy, and discloses only that portion of the confidential information which it is legally compelled to disclose.
法律要求披露的保密性信息，但（若情况适用）披露方应向非披露方立即发送书面通知请求披露并与非披露方合作申请保护令或采取其他补救措施，且仅披露法律强制予以披露的保密信息。
- (d) In the event that Buyer issues a Purchase Contract to Supplier for the supply of Parts for series production of a buyer or its Affiliate's Vehicles then any Confidential Information shall be subject to the confidentiality obligations set out in the terms of supply referenced on such Purchase Contract in substitution for the confidentiality obligations detailed in this clause 11.
若买方向供应商释放了采购合同以便为买方或其关联公司提供量产所需零件，则保密信息应受限于本采购合同所引用的供应条款所规定的保密信息保密义务，而非本文第11条中详述的保密义务。

12. TERM AND TERMINATION

期限和终止

- (a) The term of the Purchase Contract shall commence on the Commencement Date, and subject to earlier termination or extension in accordance with the provisions of these term and conditions, shall continue for

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the period as set out on the face of the Purchase Contract or Statement of Work (as appropriate) or, if no term is set out on the Purchase Contract or Statement of Work, shall continue until the later of (i) the date that the Related Goods are delivered to the Buyer in accordance with the terms of the Purchase Contract;(ii) the date that the Design Data is delivered to the Buyer in accordance with the terms of the Purchase Contract; or (iii) the date that the Services have been completed in accordance with the terms of the Purchase Contract.

采购合同期限应始于开始日，但可根据本总条款和条件规定提前终止或延长；其有效期限应符合采购合同首页或工作声明（若合适）的规定；或者，若采购合同或工作声明未对期限做出明确规定，则有效期限应至：(i) 依据采购合同将相关产品交付至买方的日期；(ii) 依据采购合同将设计数据交付至买方的日期；(iii) 依据采购合同条款完成服务的日期，以三者中后到者为准。

- (b) Without prejudice to any other right or remedy that Buyer may have against Supplier, it shall have the right to terminate the Purchase Contract in whole or in part, with or without cause, and without any liability for such termination, upon at least seven days' written notice to Supplier.
在不妨害买方针对供应商享有的其他权利或补救措施的情况下，买方可通过至少提前七天书面通知供应商终止全部或部分采购合同，不论是否给出理由且无须承担该合同终止的任何法律责任。
- (c) Buyer may by notice in writing to Supplier forthwith terminate the Purchase Contract in the event of:
在下列情况下，买方可通过书面通知供应商立即终止采购合同：
- (i) any material breach or persistent breach of Supplier's obligations under the Purchase Contract and, where the breach is capable of remedy, Supplier fails to remedy the breach within five days after service of a written notice from Buyer requiring it to be remedied;
供应商严重违反或屡次违反采购合同中的义务，并在可补救的情况下，未能在收到买方要求采取补救措施书面通知的五天内予以补救；
- (ii) Supplier becomes insolvent, is placed into administration, receivership or liquidation, commences proceedings to be wound up, enters into any voluntary arrangement with its creditors, or on the happening of any similar event according to the laws of its domicile; or
供应商无力清偿债务,进入管理程序、接收程序或清算程序,开始清盘程序,与债权人进行自愿偿债安排的讨论、或依据当地法律发生类似情况时；或
- (iii) Supplier undergoes any change in its ownership or disposes of all or a substantial part of its business or assets (other than for the purposes of a legitimate reorganisation) without Buyer's prior written consent, which consent shall not be unreasonably withheld or delayed (acknowledging that it would be reasonable for Buyer to withhold such consent if it does not receive adequate evidence of Supplier's ability to continue to perform its obligations in accordance with the terms of the Purchase Contract).
若未获得买方事先书面同意（买方不可无故拒绝或延迟给予该同意，但在无法充分证明供应商可继续履行采购合同条款规定义务时有权拒绝给予同意），供应商的所有权发生变化或转让了其全部或大部分业务或资产（合法重组除外）。
- (d) Upon receipt of any termination notice, Supplier shall discontinue Services on the date stated in such notice.
收到终止通知后，供应商应在通知所规定的日期终止提供服务。
- (e) Without prejudice to clause 12(b), upon termination of the Purchase Contract, Supplier shall be paid the amount due for Services that have been performed to an acceptable standard (as determined by Buyer in its reasonable discretion) prior to the date of termination. In addition, Buyer will reimburse those reasonable expenses of Supplier which were approved in advance by Buyer and which were properly incurred prior to termination. Buyer will not be liable for any other costs, expenses, damages or claims of any sort resulting from termination of the Purchase Contract, including any indirect damages or consequential loss or for (whether direct or indirect) pure economic loss, loss of profits and loss of business or loss of savings, howsoever caused.

在不影响第12(b)条的情况下，终止采购合同时，将向供应商支付终止日之前所履行且达到可接受的标准的服务的酬劳（由买方酌情而定）。此外，买方还应为供应商报销合同终止之前已由买方事先批准的且正常发生的合理费用。买方无须对因采购合同终止造成的其他开支、费用、损害赔偿金或索赔承担任何责任，包括各种原因导致的间接损失、后果性损失或（直接或间接的）纯粹经济损失、利润损失以及业务损失或储蓄损失。

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应在意识到发生不可抗力事件的两（2）个工作日内向对方发出书面通知并说明不可抗力事件的性质和严重程度，同时应尽所有合理努力降低不可抗力事件的严重性；

- (ii) the date for performance of such obligation shall be deemed suspended but only for a period which shall not be longer than the delay caused by such event;
该义务履行日期应搁置，但不超过不可抗力事件造成的延迟时间；
- (iii) it shall not be entitled to payment from the other in respect of extra costs and expenses incurred by virtue of the Force Majeure event.
无权向对方索要因不可抗力事件造成的额外成本和费用。
- (c) If an event of Force Majeure causes Supplier to be unable materially to comply with any of its obligations under the Purchase Contract, Supplier shall, at its own cost, take such steps as to mitigate the effects of the Force Majeure event and Supplier and Buyer shall agree such terms as are appropriate for the continued performance of the Services. If no such terms are agreed within five (5) Business Days of the commencement of the event of Force Majeure (or such longer period as Buyer and Supplier may agree in writing), Buyer may, by giving written notice to Supplier, forthwith terminate the Purchase Contract.
如果若不可抗力导致供应商无法实质性地履行采购合同中的义务，则供应商应采取措施以减轻不可抗力事件的影响并承担由此产生的相应费用，且买方和供应商应商定合适的继续履行服务的相应条款。若自发生不可抗力事件当日起的五（5）个工作日（或买方和供应商书面协定的更长时间段）内仍未商定此类条款，则买方可书面通知供应商立即终止本采购合同。

14. INDEMNITY AND INSURANCE
赔偿和保险

- (a) Supplier shall indemnify, keep indemnified and hold harmless Buyer and its Affiliates and their respective officers, directors and employees, in full against all losses, liability, damages, costs, claims and all expenses, including reasonable legal fees and expert fees, arising out of Supplier's performance of the Services (or lack thereof) and provision of Related Goods or from Supplier's breach of the terms of the Purchase Contract (including these terms and conditions), including claims, actions or legal proceedings alleging:
供应商应赔偿买方及其关联公司和各自的管理人员、董事和雇员因供应商履行服务（或者未履行服务）和提供相关产品或供应商违反采购合同中的条款（包括本总条款和条件）而蒙受的所有损失、法律责任、损害赔偿金、费用、索赔，以及包括合理法律费用和专家费用在内的一切开支以使其免受损失，包括以下索赔、诉讼或法律程序：
 - (i) death, personal injury or property damage; or
死亡、人身伤害或财产损失；或
 - (ii) any design or warning defect within the content of the Design Data; or
设计数据中的任何设计缺陷或警示缺陷；或
 - (iii) any violation by Supplier of any law, rule or regulation applicable to Supplier or Supplier's business, facilities or operations, including in relation to the provision of the Services and any Related Goods; or
供应商违反适用于供应商或供应商业务、设施或运营的任何法律、法规或规定，包括与提供服务和任何相关产品的有关的法律、法规或规定；或
 - (iv) any act or omission of Supplier or its employees, agents or sub-contractors in providing the Services or producing the Design Data, including any injury, loss or damage to persons caused or contributed to by any of their negligence or by faulty design, workmanship or materials.
供应商或其员工，代理商或分包商在提供服务或制作设计数据过程中的任何作为或不作为，包括因其疏忽或不良设计、工艺或材料造成的任何伤害、损失或人身危害。
- (b) Neither Supplier nor Buyer shall be liable to the other for any indirect losses arising out of its breach of the terms of the Purchase Contract. Notwithstanding the foregoing, nothing under the terms of the Purchase Contract shall exclude Buyer or Supplier's liability for (i) death or personal injury arising from its negligence, (ii) fraud or fraudulent misrepresentation; (iii) any other losses which may not be excluded by law.

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供应商或买方不对其中一方因其自身违反采购合同中的条款而产生的间接损失负责。尽管有上述规定，但采购合同条款下的任何规定均不能免除买方或供应商对以下项目应承担的责任：(i) 因疏忽造成的死亡或人身伤害，(ii) 欺诈或欺诈性虚假陈述；(iii) 法律必须追究的任何其他损失。

- (c) Upon receipt of a written request from Buyer, Supplier shall, at its sole expense, provide Buyer with access to documents, records, evidence and witnesses in connection with Buyer's defence and resolution of any claim, action or legal proceedings referred to in clause 14(a) above.

收到买方的书面要求后，供应商应自费向买方提供与上述14 (a) 中提到的任何索赔、诉讼或法律程序辩护和解决相关的文件、记录、证据和证人。

- (d) Buyer may, in its sole discretion, require Supplier to defend and resolve any claim, action or legal proceedings referred to in clause 14(a) above. In the event that Buyer so requires, Supplier shall absorb all loss, liability, damages, costs and all expenses, including reasonable legal fees and expert fees, in connection with such defence.

买方可自行决定是否要求供应商对上述14 (a) 中提到的所有索赔、诉讼或法律程序进行辩护或解决。如果买方有此要求，供应商应承担所有的损失、法律责任、损害赔偿金、费用和所有开支，包括因辩护产生的合理法律费用和专家费用。

- (e) Supplier shall at all times insure and keep itself adequately insured with a reputable insurance company against all insurable liability in connection with the Services and provision of Related Goods and, in particular, against all its liabilities under the Purchase Contract and against the consequences of any act or default of Supplier's, Supplier's Affiliates and sub-contractors' employees whilst on the premises of Buyer (or Buyer's Affiliate) and shall, on request, provide Buyer with such evidence of insurance as Buyer may reasonably require. Supplier shall provide all reasonably practicable assistance required by Buyer or its insurers for the purposes of contesting or dealing with any action, claim or matter arising out of Supplier's performance of the Purchase Contract or failure to perform. Without prejudice to Supplier's other obligations in this clause 14, Supplier shall arrange Public Liability insurance with reputable insurers, in its own name against the risk assumed under this clause 14 to a value of not less than RMB5,000,0000 or an amount designated by the Buyer per incident.

任何时候，供应商都应就服务和相关产品有关的可保责任向知名保险公司足额投保，尤其是投保供应商、供应商关联公司和分包商雇员在买方（或买方关联公司）场所时的作为或不作为而导致的采购合同项下的责任，且如买方合理要求，供应商还应向买方提供此类保险证据。为了抗辩或处理因其采购合同履行或不履行产生的诉讼、索赔或其它问题，供应商应向买方或其承保人提供所有合理可行协助。在不影响第14条中规定的供应商的其他义务的情况下，供应商应以自己的名义向信誉良好的保险公司投公共责任险，以免发生第14条中承担的风险，每一事件的保险金额不少于五千万元人民币或买方指定的其它金额。

- (f) Supplier shall co-operate as far as reasonably practicable with Buyer and its Affiliates in defending any actions or claims brought against Buyer or its Affiliates, including without limitation alleged product defects or design defects in any Vehicle. Such co-operation shall include, but not be limited to, providing documents, drawings, computer files or other materials reasonably requested by Buyer or its Affiliates, and providing any other support reasonably requested by Buyer, its Affiliates or Buyer's professional advisers.

在对买方或其关联公司提出的诉讼或索赔（包括但不限于车辆中涉及的产品缺陷或设计缺陷）进行辩护时，供应商应尽可能合理实际地与买方及其关联公司合作。该合作应包括但不限于提供买方及其关联公司（或买方专业顾问）合理要求的文件、图纸、计算机文档、其他材料或支持。

- (g) Without prejudice to clause 14(e), Supplier shall arrange suitable and adequate product liability insurance and professional indemnity insurance in its own name and it shall maintain such insurance cover with internationally recognised reputable insurers and such insurance cover shall include defending litigation outside its local jurisdiction (including, but not limited to, P.R.C.).

在不影响第14条 (e) 的情况下，供应商应以自己的名义投恰当足额的产品责任险和职业责任险，并应持续向国际认可的信誉良好的保险公司投保，保险范围应包括在当地司法管辖区（包括但不限于中华人民共和国）以外的地区提起诉讼的抗辩。

- (h) Neither Buyer nor its Affiliates shall be liable for any costs, loss or damage, liabilities, injuries, indirect or consequential loss (all of which terms include pure economic loss, loss of profits, loss of business and like loss) to property or stock of Supplier howsoever caused. Further, Buyer or its Affiliates shall not be

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- (a) The rights and obligations under the Purchase Contract or the Purchase Contract itself, either in whole or in part, shall not be assigned or transferred by Supplier without the prior written consent of Buyer. Buyer is entitled to assign the rights and obligations under the Purchase Contract or the Purchase Contract itself, either in whole or in part, to its wholly-owned subsidiary with one of major business scopes being R&D.
 事先未经买方书面同意，供应商不得以整体或部分的形式转让采购合同中规定的权利和义务或采购合同本身。买方有权将整体或部分的形式转让采购合同中规定的权利和义务或采购合同本身转让给旗下主要业务之一为研发的全资子公司。
- (b) Where Supplier becomes entitled to sub-contract the provision of the Services in accordance with clause 3(d), Supplier shall, before engaging any sub-contractors, enter into confidentiality obligations with such sub-contractors which are not less strict that as imposed on Supplier under these terms and conditions (which Supplier shall, at Buyer's request, diligently enforce at Supplier's expense). Where Supplier engages sub-contractors, Supplier shall remain fully responsible and liable for the supply of the Services and the acts and omission of its sub-contractors.
 供应商根据第3（d）条中的规定将服务提供分包时，在进行任何分包前，应与分包商签订保密协议，分包商履行保密义务的程度应不比本总条款和条件中规定的供应商应履行的低（在买方的要求下，供应商应认真自费执行该等权利）。供应商实行分包时，应对提供的服务和分包商的作为和不作为负全责。

19. NO PARTNERSHIP
 非合伙关系

Nothing contained in the Purchase Contract, and no action taken by Buyer or Supplier pursuant to the Purchase Contract, will be deemed to constitute a relationship between Buyer and Supplier of partnership, joint venture, principal and agent or employer and employee. Neither Buyer nor Supplier has, nor may it represent that it has, any authority to act or make any commitments on the other's behalf.
 采购合同中包含的任何内容以及买方或供应商根据本采购合同进行的任何行为均不得被视为在买方和供应商之间构成合伙、合资、委托代理或雇佣关系。无论是买方还是供应商都无权代替另一方行动或作出任何承诺，也不得申明自己有权代替另一方行动或作出任何承诺。

20. BASIC WORKING CONDITIONS AND EMPLOYMENT STATUS
 基本工作条件和雇佣状况

- (a) When Supplier provides the Services and Related Goods Supplier will not: (i) use forced labour, regardless of its form; (ii) employ any person below the age of 15, unless it is part of a government approved job training, apprenticeship or other program that would be clearly beneficial to its participants; or (iii) engage in physically abusive disciplinary practices.
 供应商提供服务和相关产品时，卖方不得：（i）使用强迫劳动，无论该劳动属何种形式；（ii）雇佣任何年龄小于18岁的人士，除非该雇佣为政府许可的职业培训、见习期或其他明显有益于参与者的项目；或（iii）参与带有身体虐待性质的惩罚行为。
- (b) If Supplier retains sub-contractors to perform the Services or Related Goods, or any part thereof, Supplier will use only sub-contractors that will adhere to the requirements of clause 20 (a) above. Supplier will monitor the sub-contractor's compliance.
 如果供应商雇用分包商提供服务或相关产品，或其中任何一部分，供应商应只选择遵守上述第20（a）条中要求的分包商。供应商应监督分包商遵守要求。
- (c) Buyer has adopted a *Code of Basic Working Conditions* that includes the requirements of clause 20 (a) and other work-place practices. The Code applies to all of Buyer's operations. The Code can be found via Buyer's Social Responsibility Web-Guide or by contacting Buyer directly. Supplier is encouraged to adopt and enforce a similar code of practice and to have its sub-contractors do so.
 买方已采纳基本工作条件规范，包括第20（a）款要求以及其他工作场所实践规范。规范适用于买方所有经营活动。该规范可以通过买方的社会责任网络指南或直接联系买方获取。本协议鼓励卖方采用并实施（并同时令其分包商采用并实施）相似的实践规范。

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- (d) Buyer may retain an independent third party, or request Supplier to retain one reasonably acceptable to Buyer, to: (i) audit Supplier's compliance with the requirements of this clause 20; and (ii) provide Supplier and Buyer with written certification of Supplier's compliance, including areas for potential improvement.
 买方可雇用独立第三方或要求供应商雇用一个买方能接受的第三方，以：(i) 审计供应商是否遵守第20条中的要求；和 (ii) 向供应商和买方提供供应商合规书面证明，包括需改进方面。
- (e) Supplier will bear the cost of any third-party audit and certification, regardless of which party retained the auditor. Buyer, at its sole option, may accept an audit or certification by Supplier in lieu of a third-party certification.
 不管是哪一方雇佣审计员，供应商均应承担第三方的审计和认证费。买方有权自行选择是否接受用供应商的审计或认证代替第三方认证。

21. COMPLIANCE WITH ANTI-BRIBERY LAWS
遵守反行贿法

- (a) Supplier shall: (i) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the **"Relevant Requirements"**); (ii) not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements; (iii) comply with Buyer's Policies concerning Anti-bribery and Gifts as notified to the Supplier, in each case as Buyer may update them from time to time (the **"Relevant Policies"**); (iv) have and shall maintain in place throughout the term of the Purchase Contract its own policies and procedures, to ensure compliance with the Relevant Requirements and the Relevant Policies, and will enforce them where appropriate; and (v) promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Purchase Contract.
 供应商应：(i) 遵守所有与反行贿和反腐败相关的适用法律、法规、规章和规范（即**"相关要求"**）；(ii) 不得从事任何违反相关要求的活动、实践和行为；(iii) 遵守买方通知的关于反行贿和礼品的政策（买方可随时更新该等政策，即**"相关政策"**）；(iv) 在采购合同期限内，适当维护自己的政策和规程以确保符合相关要求和政策，并在适当的情况下执行；(v) 及时向买方报告供应商收到的和履行采购合同相关的非正当资金或其他任何类型的利益要求或需要。
- (b) Supplier shall ensure that any person associated with the Supplier (including any subcontractor) who is performing services or providing goods, software, data, information or other materials in connection with the Purchase Contract does so only in compliance with the Relevant Requirements and the Relevant Policies (together the **"Relevant Terms"**). Supplier shall be responsible for the observance and performance of the Relevant Terms by such persons and shall be directly liable to Buyer for any breach by such persons of any of the Relevant Terms.
 供应商应确保与其有关的任何人员（包括分包商）根据采购合同履行服务或提供产品、软件、数据、信息或其他材料时完全符合相关要求和相关政策（统称**"相关条款"**）。供应商应对这些人员遵守和履行相关条款负责，并对这些人员任何违反相关条款的情况直接对买方负责。

22. SEVERABILITY
可分割性

If any court of competent jurisdiction finds any term or condition to be unenforceable or invalid in whole or in part, such finding shall not affect the validity of the other provisions or the remainder of the provision in question. If any invalid, unenforceable or illegal provision of the Purchase Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
 如果任何有合法管辖权的法院判决某些条款或条件全部或部分不可履行或无效，那么这些裁决不得影响其他规定或所述规定其他部分的有效性。如果删除其中部分内容能够使采购合同中的任何无效、不可履行或不合法的规定生效、可履行和合法，则在尽量小幅修改该规定以使其合法、有效、可履行后，该规定应适用。

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occurs either after 4.00 p.m. on a Business Day, or on a day other than a Business Day, service will be deemed to occur at 9.00 a.m. on the next following Business Day (such times being local time at the address of the recipient).

以上前提条件是, 在由专人递送或通过传真传送的情况下, 如果递送或传送发生在工作日下午4点以后或非工作日, 则将认为送达时间为下一个工作日的早上9点 (提到的时间为收件人所在地的当地时间)。

26. THIRD PARTY RIGHTS

第三方权利

- (a) Unless otherwise agreed by Buyer, Buyer's Affiliates may, at its/their own option, benefit from the Services and rely on the Deliverables provided by Supplier.
除非买方另有约定, 否则买方关联公司可自行决定是否从服务中受益和信赖供应商提供的交付物。
- (b) Save as in respect of Buyer's Affiliates, Buyer and Supplier do not intend that any term of the Purchase Contract should be enforceable by any person other than Buyer and Supplier.
在买方关联公司除外的情况下, 买方和供应商不期望出现采购合同中的任何条款由买方和供应商以外的人员履行的情况。

27. BAILED PROPERTY

委托财产

Supplier bears all responsibility for loss of, theft of and damage to any property owned by Buyer and in Supplier's possession or control for use in performing a Purchase Contract, including responsibility for loss and damage which occurs (howsoever caused) despite Supplier's exercise of reasonable care, but excluding normal wear and tear. Supplier will: (i) properly house and maintain such property on Supplier's premises; (ii) prominently mark it as the property of Buyer; (iii) refrain from commingling it with the property of Supplier or with that of a third party save as required to do so in order to perform the Services; (iv) adequately insure such property against loss or damage; and (v) not move it to another location whether owned by Supplier or a third party, without the prior written consent of Buyer, except in the case of an emergency, Supplier may move such property provided that it gives Buyer notice that the property has been moved and the location of the property as soon as reasonably practicable. Buyer will have the right to enter Supplier's premises at reasonable times to inspect such property and Supplier's records pertaining thereto. Where permitted by law, Supplier waives any lien that Supplier might otherwise have on any of Buyer's property for work done thereon or otherwise. Supplier will assign to Buyer any claims Supplier has against third parties with respect to Buyer's property. Upon request, Supplier immediately will make such property available for collection by Buyer (or its representatives) and, at Buyer's request, Supplier shall load such property onto vehicles used by Buyer's carrier to transport such property. Supplier will cooperate with Buyer's collection of the property from Supplier's premises.

供应商对买方所拥有的和供应商可以支配和控制以为履行采购合同使用的财产的损失、失窃和损害承担全部责任, 包括对供应商合理照看下发生的损失和损害 (无论何种原因引起) 负责, 但不包括正常磨损。供应商应: (i) 在供应商的经营场所正确存放和维护这些财产; (ii) 突出标记其为买方财产; (iii) 避免将这些财产与供应商的财产或第三方财产混合, 除非因履行服务的需要; (iv) 对这些财产投足够金额的损失或损害险; 和 (v) 未经买方书面同意, 不得将财产移至其他位置 (不管该置业位置是否归供应商或第三方所有), 除非遇到紧急情况, 供应商方可移动这些财产, 但前提是在合理可行的情况下, 供应商尽快通知买方财产已转移和财产的位置。买方有权在合理时间内到供应商的经营场所检查财产和供应商关于财产的记录。供应商应在法律允许的情况下放弃为完成相关或其他工作而对买方财产拥有的任何留置权。供应商应将其就买方的财产对第三方提出的索赔转让给买方。一经请求, 供应商应确保买方 (或其代表) 能立即收回这些财产, 并在买方的要求下, 将这些财产装到买方承运人所用的车辆上运送并配合买方在其经营场所进行财产收回。

28. DISPUTE RESOLUTION

争议解决

- (a) Buyer and Supplier will act in good faith and use all reasonable endeavours to resolve any disputes or

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claims that may arise in connection with the Purchase Contract between themselves through their respective managers.

买方和供应商将秉诚信事，通过各自的经理合理、尽力解决彼此之间因采购合同引起的争议或索赔。

- (b) In the event that the representatives of Buyer and Supplier fail to resolve any dispute within 10 Business Days of either Buyer or Supplier serving a notice in writing to the other that a matter is in dispute (a "Dispute Notice"), the matter shall be escalated within a further 5 Business Days to the relevant purchasing (or sales) director of Buyer and of Supplier or anyone directly delegated by those individuals to resolve matters.

如果买方和供应商代表在买方或供应商传达有关存在争议的书面通知（即“争议通知”）的10个工作日内未能解决争议，应在随后的5个工作日内，向买方和供应商的相关采购（或销售）总监或其直接受托人上升该问题以进行解决。

- (c) If the negotiations referred to in clause 28(b) above should fail to resolve the dispute within 28 days of service of the Dispute Notice, then either Buyer or Supplier may :

如果上述第28（b）条中提到的谈判未能在争议通知送达的28个工作日内解决争议，那么买方或供应商可：

If Supplier is a company incorporated outside of P.R.C.:

如果供应商为中国境外的注册公司：

All disputes arising out of or in connection with the Purchase Contract and can not be solved under 28 a) or 28 b), including any question regarding its existence, validity or termination, shall be submitted Shanghai International Arbitration Center ("Center") for arbitration at Shanghai, which shall be conducted in accordance with the Center's Arbitration Rules in effect at the time of applying for arbitration. The Arbitration Rules are deemed to be incorporated by reference into this Article. Three arbitrators shall be selected and the award shall be final and binding with any and all legal costs(including but not limited to attorney fees, expert fees) borne by the losing party.

根据28 a) 或28 b) 不能解决采购合同产生或与之相关的争议（包括存在、有效性或终止等问题）应提交给上海国际仲裁中心（“中心”）在上海进行仲裁，并且，应根据申请仲裁时有效的该中心仲裁规则进行仲裁。仲裁规则通过引用而构成本条款的一部分。应选择三名仲裁员，裁决应为终局性终裁并具有约束力，所有法律费用（包括但不限于律师费用，专家费用）由败诉方承担。

If Supplier is a Chinese company:

如果供应商为中国公司：

The litigation shall be submitted to the jurisdictional court where the Buyer's legal address is located.

则应将诉讼提交到买方法定地址所在地的管辖法院。

Neither Buyer nor Supplier shall be prevented, by any of these terms and conditions, from applying at any time to any appropriate courts for such interim or conservatory measures (including but not limited to injunctive relief or measures relating to the preservation of property) as may be considered appropriate.

本总条款和条件中的任何一条都不得阻止买方或供应商在任何时候向适当的法院申请适当的临时或保护措施（包括但不限于禁令救济或相关的财产保全措施）。

- (d) In the event of Buyer and Supplier entering into the dispute resolution procedure then, unless Buyer instructs otherwise in writing, in no circumstances should the provision of the Services be interrupted or delayed by the dispute.

如果买方和供应商达成了争端解决程序，那么，除非买方以书面形式另行指示，否则，任何情况下都不得因争议而中断或延迟服务提供。

- (e) The laws of People's Republic of China shall apply to the Purchase Contract (including these terms and conditions) without regard to any conflict of laws provisions.

排除冲突法规则的中华人民共和国法律适用于采购合同（包括本总条款和条件）。

29. TOOLING: TITLE, IDENTIFICATION

模具：所有权，标识

	工程服务总条款	 JAGUAR LAND-ROVER 奇瑞·捷豹路虎
	Engineering Service GTC	

All right, title, and interest in and to any part of tooling to be paid for by Buyer ("Buyer-owned Tooling") shall pass to Buyer as soon as it is acquired or fabricated in accordance with a Purchase Contract. During the term of a Purchase Contract, all such Buyer-owned Tooling in the possession of Supplier shall be deemed to be bailed property and shall not be deemed to be a fixture or a part of Supplier's real property. Supplier will (i) properly house and maintain such property on Supplier's premises, (ii) prominently mark it Property of Buyer, (iii) refrain from commingling it with the property of Supplier or with that of a third party, and (iv) adequately insure it against loss or damage and (v) not encumber or move it to another location whether owned by Supplier or a third party, without the prior written consent of Buyer, except in the case of an emergency, Supplier may move Buyer-owned Tooling provided that it gives Buyer notice that Buyer-owned Tooling has been moved and the location of Buyer-owned Tooling as soon as reasonably practicable. Supplier shall indemnify Buyer against any claim adverse to Buyer's ownership of Buyer-owned Tooling, except where such claims directly and wholly result from any acts or omissions of Buyer. To the extent permitted by law, Supplier waives its right to object to the repossession of Buyer-owned Tooling by Buyer in the event Supplier is involved in insolvency proceedings. While in its possession, Supplier, at Supplier's expense, shall maintain Buyer-owned Tooling in first class condition and immediately replace any items which are lost or destroyed or become worn out. All repaired or replaced Buyer-owned Tooling shall be the property of Buyer. Wear, repair and refurbishment of Buyer-owned Tooling is Supplier's responsibility. Title to any modifications, changes or accessions to Buyer-owned Tooling shall vest in Buyer regardless of whether Buyer has reimbursed Supplier for such modification, changes or accessions. Supplier shall keep such records in relation to Buyer-owned Tooling. None of Buyer-owned Tooling shall be used in the production, manufacture or design of any goods or materials except to the order of Buyer. To the extent permitted by law, Supplier shall not sell or otherwise dispose of any product using Buyer-owned Tooling to any party other than Buyer except where specifically authorised by Buyer in writing. Supplier's responsibility continues beyond the expiry date of the related Purchase Contract. If Buyer-owned Tooling is not utilised to produce any Parts for Buyer for a period of two years, Supplier shall so notify Buyer and request instructions as to the disposition of Buyer-owned Tooling. If Supplier subcontracts all or any portion of the manufacture of Buyer-owned Tooling, Supplier shall so notify Buyer in advance and obtain for Buyer all of the rights contained in this clause 29 from each such sub-contractor used by Supplier.

买方承担费用的模具（“买方所有的模具”）的任何部分的一切权利、所有权和权益应在其按照采购合同获取或制造后立即转移给买方。采购合同期限内，供应商持有的一切为买方所有的模具应被视为受托财产，而非固定附着物或供应商不动产的一部分。供应商应：(i) 在供应商的经营场所正确存放和保管这些财产，(ii) 突出标记其为买方财产，(iii) 避免将这些财产与供应商的财产或第三方财产混合，(iv) 对这些财产投足够金额的损失或损害险；和 (v) 未经买方书面同意，不得妨碍或将这些财产移至其他位置（不管该置业位置是否归供应商或第三方所有），除非遇到紧急情况，供应商方可移动买方所有的模具，但前提是，在合理可行的情况下，供应商应尽快通知买方其所有的模具已转移和其所有的位置。供应商应对针对买方提出的不利于买方所有的模具所有权的索赔进行赔偿，直接且完全由买方的行为或不作为造成的索赔除外。在法律允许的范围内，如果供应商牵涉到无力偿债程序，供应商应放弃其反对买方重新占有买方所有的模具的权利。在持有买方所有的模具期间，供应商应自费将买方所有的模具保持在最好状态，对于丢失、损坏或磨损的任何物件，应立即更换。所有经过修理或更换的买方所有的模具应归为买方财产。买方所有的模具的磨损、修理和翻新由供应商负责。无论买方是否已就这些修改、变更或添加向供应商提供了补偿，买方所有的模具的修改、变更或添加权利应归属于买方。供应商应保持买方所有的模具这方面的相关记录。买方所有的模具不得用于任何产品或材料的生产、制造或设计中，买方订单除外。在法律允许范围内，供应商不得将使用买方所有的模具的任何产品出售或转让给买方以外的相关方，除非得到买方的特殊书面许可。采购合同期满后，供应商仍须继续履行责任。如果两年内未利用买方所有的模具为买方生产任何零件，则供应商应通知买方并就买方所有的模具的处理请求指示。如果供应商将买方所有的模具的所有或部分生产任务分包出去，则供应商应提前通知买方并为买方从各分包商获取第29条中包含的所有权利。

30. TOOLING INVOICES, PAYMENT FOR BUYER-OWNED TOOLING

模具发票、买方所有的模具付款

To the extent maximally permitted by law, any payments made by Buyer for Buyer-owned Tooling are expressly intended by Buyer to be held in trust for the benefit of any sub-contractor(s) used by Supplier to produce Buyer-owned Tooling that are covered by such payments and Supplier agrees to hold such payments as trustee in express trust for such sub-contractors until Supplier has paid the sub-contractors in full for Buyer-owned Tooling.

	工程服务总条款	 — 奇瑞·捷豹路虎 —
	Engineering Service GTC	

在法律最大允许范围内，买方用在买方所有模具上的任何款项都明确采用信托方式，以维护生产买方所有的模具的供应商的分包商的利益，这些款项的覆盖范围应包含这些分包商，供应商同意作为受托人以书面信托的方式为分包商持有这些款项，直到供应商向分包商全部付清买方所有的模具。

Supplier acknowledges and agrees that its sub-contractor is an intended third party beneficiary of the terms of this clause 30 relating to the express trust and as such, notwithstanding clause 26, the tooling sub-contractors shall have the right to enforce these terms directly against Supplier in their own name. Supplier agrees that Buyer has no obligation to Supplier or Supplier's tooling sub-contractor under this clause 30 other than making the payment to Supplier in accordance with a Purchase Contract. In the event Supplier's tooling sub-contractor brings an action against Supplier, Supplier agrees that it will not join Buyer in any such action.

供应商承认并同意其分包商为第30条中关于书面信托的预期第三方受益人，尽管第26条有规定，模具分包商有权直接以自己的名义对供应商执行这些条款。供应商同意，除了根据采购合同向供应商支付费用外，根据第30条买方对供应商或供应商的模具分包商无义务。如果供应商模具分包商对供应商提起起诉，供应商应同意不将买方牵涉到案件中。

31. LANGUAGES AND COPIES

语言和副本

In case of any conflict between English version and Chinese version, the English version Shall prevail.

中英文版本有冲突时，以英文版本为准。

This document is made in three copies with the Buyer holding two and the Supplier holding one.
 本文件一式三份，买方保留二份，供应商保留一份。

**** DOCUMENT ENDS****
****文件结束****

[execution on following]
[以下为签章]

	工程服务总条款	 JAGUAR LAND ROVER - 奇瑞·捷豹路虎 -
	Engineering Service GTC	

CHERY JAGUAR LAND ROVER AUTOMOTIVE CO., LTD.
奇瑞捷豹路虎汽车有限公司 (CJLR)

CHOP

若供应商为中国公司 **If the Supplier is a Chinese company:**

公司名称:

Name of the company:

盖章 **CHOP**

若供应商为外国公司 **If the Supplier is a company incorporated outside of P.R.C.:**

授权签署

Duly authorized for and on behalf of / On behalf of

公司名称:

Acting by:

姓名 **Name:**

职务 **Position:** 总经理或等同职位人员 **general manager or equivalent**

签字 **Signature**