

	Non-Production Purchasing GTC	 JAGUAR
	非生产采购总条款和条件	 — 奇瑞·捷豹路虎 —

GLOBAL TERMS AND CONDITIONS
总条款和条件

FOR NON-PRODUCTION GOODS AND SERVICES
非生产性商品和服务

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GENERAL

综述

Chery Jaguar Land Rover Automotive Co., Ltd. and its affiliated companies around the world comprise a global entity whose business activities consist of development, manufacture, marketing and sale of motor vehicles, automotive parts and financial services. 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与其世界各地的关联公司构成了一个全球化的实体，其业务活动包括机动车辆、汽车零部件及金融服务的开发、制造、市场营销及销售。我们的使命是通过不断改善产品和服务，满足客户的需求。汽车市场正经历着可持续发展。我们的客户不断地就功能、质量及安全提出更高的要求。选择产品和服务时，环保逐渐成为客户越来越看重的考虑因素。因此，不断地更新和改良对提高竞争力而言十分必要。

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 Automotive Co.,Ltd. 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 Chery Jaguar Land Rover Automotive Co.,Ltd. and its suppliers to achieve long-term increased volume and profitability. Our suppliers' commitment to quality and willingness to work together are key to Chery Jaguar Land Rover Automotive Co.,Ltd. becoming the preeminent manufacturer of 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 Automotive Co.,Ltd. and its suppliers agree that the following terms and conditions, which shall be applied in the spirit of fairness and good faith, govern the purchase delivery of goods and services from the supplier to Chery Jaguar Land Rover Automotive Co.,Ltd..

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为了实现我们共同的目标，我们必须共同努力，不断地为我们的客户提供令其满意的、高质量低成本的产品以超出客户的期望。鉴于这些目标和目的，奇瑞捷豹路虎汽车有限公司及其供应商一致同意：在公平和诚信原则的基础上，下述条款和条件将约束供应商向奇瑞捷豹路虎汽车有限公司交付购买的商品和服务。

These terms and conditions and associated documents are issued on behalf of Chery Jaguar Land Rover Automotive Co.,Ltd. or the Related Company identified on the face of the Purchase Contract as the "Buyer" and will apply to all Purchase Contracts issued to you as the Seller of goods ("Goods") and services ("Services"). The term "Supplies" includes both Goods and Services. 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, Release, or similar documents issued by Buyer to Seller. The Buyer and the Seller may sign a framework agreement defining, among others, applicable unit price within certain period with one or several Purchase Contracts to be issued by the Buyer at its sole discretion (such acceptance cannot be unreasonably withheld by the Seller).

该等条款和条件以及代表奇瑞捷豹路虎汽车有限公司或关联公司（根据采购合同页上的“买方”标记来识别）就卖方商品（“商品”）和服务（“服务”）出具的相关单据应适用于出具给您的所有采购合同。术语“产品”应包括商品和服务。买方通过其SAP系统出具但未签字的采购合同及其他相关采购文件应有效。对于本协议中提及的采购合同应包括总结综合采购合同、交货通知或由买方向卖方出具的类似文件。买方和卖方可签署框架协议规定一定时期内的适用单价及其他，买方可依其完全自由裁量签发一份或多份采购合同（卖方不得合理地不给出承诺）。

1. OFFER, ACCEPTANCE **要约、承诺**

(a) A Purchase Contract issued by the Buyer and to be executed by the Seller (or Release against a blanket Purchase Contract) is an offer to Seller by Buyer (with an offer validity period of seven days after issuance date) to enter into the purchase and supply agreement it describes. Seller's commencement of work there under will constitute acceptance of the offer.

买方发布的待卖方签署的采购合同（或针对综合采购合同的交货通知）为买方向卖方做出的要约（要约有效期为要约发布后七日），以其描述的采购和供应达成一致。卖方开始执行采购合同项下的工作将构成承诺。

(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 Seller 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书面接受，由卖方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。

2. MODIFICATIONS **修订**

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(a) Buyer, at any time, by way of written notice to Seller, is entitled to change the design (including drawings, materials and specifications), processing, method of packing and shipping, and the date or place of delivery of the Supplies.

买方可在任何时候均有权书面通知卖方变更产品的设计（包括图纸、材料及规范）、加工、包装方法及发运，交付日期及地点。

(b) If any such change affects cost or timing, Buyer will adjust the purchase price and delivery schedules equitably.

若该等变更对成本和时间造成影响，买方应公平地调整采购价格和交付时间表。

(c) Seller will not make any change in the design, processing, packing, shipping or date or place of delivery of the Supplies unless done pursuant to Buyer's instructions or with Buyer's written approval.

除非经买方指示或买方书面同意，卖方不得对产品的设计、加工、包装、发运或交付日期和地点作出任何变更。

(d) The Buyer may make revisions to the contract related documents (including release of new Web-Guides and Supplemental Terms and Conditions) from time to time. If there are revisions, the Buyer will publish them on the Non Production Global Terms and Conditions home page and highlight, on that home page, that revisions have been made. The Seller shall regularly check the home page for details of any revisions having been published. Unless the Seller sends a written notice of objection to the Buyer within 21 days of any revision to the contract related documents being published the revised contract related documents shall be binding on the Seller. The home page will identify the date on which the revisions will become effective and (unless the Seller has provided a written notice of objection as detailed above) such revisions shall apply to all Purchase Contracts which are issued on or after that date.

买方随时可能对合同相关文件进行修订（含发布新的网络指南和补充条款和条件）。如果存在不同的修订版本，买方应在非生产采购总条款和条件主页上进行公布，并在主页上声明其制定了不同的修订版本。卖方应定期访问此主页，以了解买方公布的任何修订版本的详细内容。修订后的合同相关文件对卖方具有约束力，除非卖方在合同相关文件公布后 21 天内向买方发出书面异议通知。此主页应指明修订版本的生效日期，同时，此类修订版本应适用于在此生效日当日或之后释放的所有采购合同（除非卖方如上所述发出了书面异议通知）。

3. SAMPLES

样本

Seller will supply samples in accordance with Buyer's quality standard QS9000 and/or its applicable supplements if samples are specified as required by a Purchase Contract.

如果采购合同指明或要求样本，卖方应根据买方质量标准 QS9000 和/或其适用的补充标准提供样本。

4. BAILED PROPERTY

受托财产

Seller bears all responsibility for loss of and damage to any property owned by Buyer and in Seller's possession or control for use in performing a Purchase Contract, including responsibility for loss and damage which occur despite Seller's exercise of reasonable care, but excluding normal wear and tear. Seller will (i) properly house and maintain such property on Seller's premises, (ii) prominently mark it Property of Buyer, (iii) refrain from

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commingling it with the property of Seller or with that of a third party, (iv) adequately insure such property against loss or damage, and (v) not move it to another location whether owned by Seller or a third party, without the prior written consent of Buyer, except in the case of an emergency, Seller 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 Seller's premises at reasonable times to inspect such property and Seller's records pertaining thereto. Where permitted by law, Seller waives any lien that Seller might otherwise have on any of Buyer's property for work done thereon or otherwise. Seller will assign to Buyer any claims Seller has against third parties with respect to Buyer's property. Upon request, Seller immediately will deliver such property at Buyer's delivery option. Buyer's property properly packed and marked in accordance with the requirements of the carrier and Buyer. Seller will cooperate with Buyer's removal of the property from Seller's premises.

卖方对买方拥有的任何财产或卖方在履行采购合同过程中占有或控制使用的任何财产的损失和损坏承担所有责任，包括即使经卖方合理保管而产生的损失和损坏（正常磨损的除外）。卖方应(i)在卖方场地恰当地存储及维护该等财产；(ii)显著标记为买方财产，(iii)避免将买方财产与卖方或第三方财产混淆，(iv)为保证该等财产免受损失或损坏进行适当保险，及(v)未经买方事先书面同意，不得将买方财产搬移至卖方或第三方所有的其他场地（紧急情况下卖方移动该等财产的除外），但在合理可行的范围内必须通知买方该等财产已被搬移并通知买方财产搬移位置。买方应有权于合理时间进入卖方场地检验该等财产和卖方对该等财产的相关记录。在法律允许的情况下，卖方放弃其可能拥有的买方财产的任何留置权。卖方应转让其关于买方财产对第三方发出的任何索赔。根据要求，卖方应立即以买方选择的交付方式交付该等财产，并根据承运人和买方的要求，对财产进行正确地包装并做出标记。卖方应协助买方将财产从卖方场地移除。

5. DELIVERY DATES, RELEASES

交付日期、发运通知

If delivery dates are not specified in a Purchase Contract, Seller will procure materials and fabricate, assemble, and ship Supplies or provide services only as authorized in shipment releases issued to Seller by Buyer. Buyer may return over shipments to Seller at Seller's risk and expense for all packing, handling, sorting, and transportation. Buyer, at any time may change or temporarily suspend shipping schedules specified in a Purchase Contract or shipment release or other written instructions issued by Buyer pursuant to this Section. Time and quantity are of the essence in any Purchase Contract. Unless otherwise agreed, delivery times specified are the times of delivery of the Supplies at Buyer's designated place of delivery or destination.

若采购合同中没有规定交付日期，卖方将获得材料并生产、装配并发运产品或提供服务（只能按照买方向卖方出具的发运通知中同意的内容）。买方可向卖方退回多出的产品，卖方应就所有包装、搬运、分类及运输承担风险和费用。根据本条款，买方在任何时候可更改或暂时延缓买方出具的采购合同、发运通知或其他书面指示中规定的发运时间表。时间和数量是任何采购合同的核心。除非另行同意，规定的交付时间为在买方指定的交付地点或目的地交付产品的时间。

6. PACKING, MARKING, AND SHIPPING

包装、标记、发运

(a) Seller will pack, mark and ship Supplies in accordance with all applicable packaging standards of Buyer and, as appropriate, the carrier transporting such Supplies. Buyer's standards for Supplies shipped to all other

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destinations may be requested from Buyer's representative. Seller will ensure that any third parties who supply packaging for Buyer's Supplies agree to comply with such standards. Seller will reimburse Buyer for all expenses incurred by Buyer as a result of improper packing, marking, routing, or shipping.

卖方应根据买方及承运人运输该产品的所有适用包装标准对产品进行包装、标记和发运（视情况而定）。对发运到其他所有目的地的产品的买方标准要求应来自买方代表。卖方应保证：任何为买方产品进行包装的第三方均同意遵守该标准。卖方应付还买方因不恰当的包装、标记、运送线路或发运而导致的买方所有费用。

(b) Upon request, Seller will assist Buyer with regard to packing, marking, routing, and shipping that will enable Buyer to secure the most economical transportation rates.

根据要求，卖方应协助买方包装、标记、选择运送线路和发运以保证买方获得最经济的运价。

(c) Seller will not charge separately for packing, marking, or shipping, or for materials used therein unless Buyer specifies in writing that it will reimburse Seller for such charges. 卖方不得对包装、标记、或发运或就此使用的材料单独索要费用，除非买方书面规定将该等费用付还给卖方。

(d) Buyer may require shipment of any of the Supplies by a more expeditious method of transportation if Seller fails to meet the shipping requirements of a Purchase Contract and Seller will bear the cost difference of such transportation unless such failure is due to an excusable delay as specified in Section 22.

若卖方未能满足采购合同中的发运要求，买方可要求通过更迅捷的运输方式对产品进行发运，且卖方承担该等运输成本差价，但由第 22 条中规定的可免责的延误导致的除外。

(e) For Supplies that may contain potentially hazardous materials, if requested by Buyer, Seller shall promptly furnish to Buyer in whatever form and detail Buyer requests (i) a list of all potentially hazardous ingredients in the Supplies (ii) the quantity of one or more such ingredients and (iii) information concerning any changes in or additions to such ingredients. Before shipping the Supplies, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the Supplies, containers and packing) of any hazardous material that is an ingredient or a part of any of the Supplies, together with such special handling instructions necessary to advise carriers, Buyer, and their respective employees how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Supplies, containers and packing shipped to Buyer. Seller shall comply with all applicable laws and regulations pertaining to product and warning labels.

对于可能含有潜在有毒物质的产品，若经买方要求，无论以任何形式，卖方应立即向买方提供下述内容并详述买方要求(i)产品中所有潜在有害成分的清单(ii)一种或多种该等成分的数量，及(iii)关于该等成分的任何变化或添加的信息。在发运产品前，卖方同意向买方提供充分的警告并书面告知买方产品中的有害物质成分（包括在产品、容器或包装上贴上适当的标签）。且有必要对该等特殊搬运说明向承运人、买方及其各自的雇员提出建议，建议其如何采取看护及预防措施，以防止搬运、运输、加工、使用或处理产品、容器及包装过程中人身伤害或财产损失。卖方应遵守所有有关产品和警告标签的适用法律法规。

(f) Seller shall comply with "Environmental Requirements" which are an integral part of the Purchase Contract.

卖方应遵循作为采购合同一部分的“环保要求”。

7. SHIPPING DOCUMENTS

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发运单据

- (i) Bills of Lading must accompany each material shipment. In all other respects Seller shall conform to Buyer's applicable Material Shipping Guide.
各材料发运必须附有提单。在所有其它方面，卖方应遵守买方适用物料发运指南的规定。

- (ii) Generally applicable delivery terms and title transfer are as shown in Buyer's Material Shipping Guide unless agreed otherwise in writing between the parties. Specific delivery terms applying to each Purchase Contract will be stated thereon and on any other such documents as are referenced on the relevant Purchase Contract.
通常，除非经双方另行书面同意，买方物料发运指南中规定了适用交付条款及所有权的转让。适用于各采购合同的特定交付条款将在采购合同及其他相关采购合同所涉及的单据中予以规定。

- (iii) All Labels must be bar coded
所有标签必须打上条形码。

- (iv) Parts Name, Descriptions, Information on the Label must be in bilingual, English and Chinese.
标签上的零部件名称、说明、信息均必须使用英文和中文两种语言。

- (v) Seller will obtain a straight bill of lading from the carrier of the Supplies and will include on each packing slip and bill of lading the relevant Purchase Contract number and the destination address.
卖方将从产品承运人处获得一份记名提单以及包括各装箱单及提单的相关采购合同编号及目的地地址。

- (vi) Seller will include a numbered master packing slip with each shipment. For shipments of less than a full carload or truckload, the slip will be included in one of the packages that will be marked "Packing Slip Inside." For full carload and truckload shipments the master packing slip will be enclosed in an unsealed envelope that is affixed near the door on the inside of the freight vehicles.
卖方每次发运应包括带编号的主装箱单。对不满整车或拼车货运，其中的一个包装将包含该装箱单，并标记为“内附装箱单”字样。对于整车发运，装箱单将被附在未密封的信封里，粘贴在货车内靠门的位置。

- (vii) Seller will retain the original bill of lading for three years from the date of shipment unless otherwise directed by the Traffic Manager at the destination facility.
卖方应保留原始提单（自发运日起三年内），除非经目的地工厂的货运主管另行指示。

- (viii) For each international shipment, Seller will comply with the customs invoicing and documentation requirements of the destination country. Seller will include a priced invoice
(if required) with the master packing slip and upon request will furnish all other documentation required for export from Seller's country or import into Buyer's country. Any and all benefits or credits resulting from a Purchase Contract with Buyer including but not limited to trade credits, export credits, customs drawbacks, rebate of taxes, fees, etc. will belong to Buyer (unless otherwise stated on a Purchase Contract or a country's practice is to let credits remain with Seller). Seller upon request will furnish all

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documents required to obtain the foregoing benefits and credits and will identify the country of origin of the materials used in the Supplies and the value added thereto in each country. Additional customs information is available upon request from Buyer's customs department in the destination country.

对国际运输，卖方应遵守目的地国家的海关对于发票及文件的要求。卖方应提交一份附有主装箱单并附有定价的发票（若要求），根据要求，卖方应提供从卖方国家出口或进口到买方国家所要求的其他所有文件。任何及所有利益或由采购合同产生的与买方的信贷（包括但不限于贸易信贷、出口信贷、海关退税、退税、费用等）将属于买方（除非采购合同中另行规定或一国惯例使得该信贷仍属于卖方）。根据要求，卖方应提供所有的所需单据，以获得上述的利益和信贷，并确定产品中所使用材料的来源国家及在各国所增加的价值。如果目的地国家的买方关税机构要求，应能提供补充。

8. INSPECTION

检验

Buyer at its option may reject and return at Seller's risk and expense, or retain and correct, Supplies that fail to conform to the requirements of a Purchase Contract even if the nonconformity does not become apparent until the manufacturing or processing stage. If Buyer elects to correct the Supplies, it will consult with Seller on the method of correction. Seller will reimburse Buyer for all reasonable expenses resulting from rejection or correction.

买方可自行选择拒绝和退回或保留和纠正不符合采购合同要求的产品（卖方承担风险和费用），即使直到制造或加工阶段，不符合项才变得明显。若买方选择纠正产品，其会与卖方就纠正方法进行协商。卖方应付还给买方所有由拒绝或纠正产生的所有费用。

9. INVOICES, PAYMENT, CURRENCY

发票、付款、货币

(a) Payment terms will be as specified in the relevant Purchase Contract. See Section 32 for details.

在相关采购合同中应规定支付条款。详细信息请参见第 32 条。

(b) Seller agrees that all its accounts with Buyer will be administered on a net settlement basis and that Buyer may set off and recoup debits and credits, including Buyer's attorney fees and costs of enforcement, against any of Seller's accounts regardless of basis for such debits or credits and without additional notice. In this subsection 9(b) "Buyer" includes Buyer's parent, subsidiaries and affiliates, and "Seller" includes Seller's parent and subsidiaries.

卖方同意在净额结算的基础上对其与买方的所有账户进行管理，并且买方将抵消和扣除借贷，包括买方律师费和执行费用，无论该借贷依据且无需另行通知。本协议第 9 (b) 款中的“买方”包括买方母公司，子公司和关联公司；“卖方”包括卖方母公司和子公司。

(c) Unless a Purchase Contract specifically states otherwise, all payments for Goods shall be made in the local currency of the Seller's manufacturing location for the Goods or in the case of Services, in the local currency of the Seller's location from which the Services are provided.

除非采购合同另行明确规定，所有商品的支付应采用卖方商品制造地的货币进行支付，服务的支付应采用卖方服务提供地的货币进行支付。

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10. APPLICABLE TAXES

适用税

For foreign products supplier - Unless otherwise provided in Purchase Contract, the above price shall include all expenses for products delivered to the designated Chinese port incurred in connection with importation thereof except VAT, Custom Duty and Excise Tax.

对国外产品供应商而言 - 除非采购合同中另有规定，上述价格包含除中国海关征收的进口关税及进口环节增值税和消费税以外的一切抵达中国港口的费用。

For local products supplier - Unless otherwise provided in Purchase Contract, the above price includes all expenses for delivery to Buyer, including freight and insurance, and Supplier shall provide VAT invoice to Buyer.

对国内产品供应商而言 - 除非采购合同中另有规定，上述价格包含产品送抵买方之一切费用，包括运费、保险费，且供应商须向买方提供相应的增值税发票。

11. WARRANTY

保证

(a) Seller Warranty for Goods: The Seller warrants that during the applicable **Warranty Period** (as defined in this Section 11(b)) the Goods will:

卖方对商品的保证: 卖方保证适用于 **保证期内** (根据本协议第 11 (b) 款)，商品应:

(i) Conform in all respects to the drawings, specifications, Statements of Work, samples and other descriptions and requirements relating to the Goods that have been furnished, specified or approved by the Buyer;

在所有方面均遵守关于买方提供、规定或批准的商品的图纸、规范、工作说明书、样本及其他说明和要求

(ii) Comply with all regulations in force in the countries in which the Goods are to be provided;

有效地遵守商品被提供到国家的所有法规;

(iii) Be merchantable;

可销售的;

(iv) Be free from defects in design to the extent furnished by the Seller, its related companies or their subcontractors, even if the design or specification has been approved by the Buyer;

在卖方、卖方关联公司或卖方分包商提供的范围内，在设计上没有任何缺陷，即使该设计或规范已通过买方批准;

(v) Be free from defects in materials and workmanship; and

材料和工艺上没有缺陷; 及

(vi) Be suitable for their intended use by the Buyer, including the specified performance in the facility or equipment specified by the Buyer and the environment in which the Goods are or reasonably may be expected to perform.

适合于买方的预期用途, 包括在买方规定的设施或设备上的特定性能及在商品应该或合理期望执行的环境。

(vii) Furthermore, if the Goods is software:

此外, 若商品是软件:

the software does not contain undocumented features or hidden mechanisms that could be used to compromise the software's security;

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软件不含有可用于损害软件安全性的未记录特性或隐藏机制；

that the software will not require the modification or renewal of the Buyer/Jaguar Land Rover Limited /Chery's existing computer security systems.

软件不要求对买方/Jaguar Land Rover Limited/奇瑞的现有计算机安全系统进行任何变更或更新。

(b) The warranty period for Supplies shall be the greater of one year after final acceptance by Buyer, or the period specified on Buyer's Purchase Contract.

产品的保证期间应为买方最终验收后至少一年的时间，或为买方采购合同中规定的时间。

(c) Seller Warranty for Services. The Seller warrants that the Services will:

卖方对服务的保证。卖方保证服务应：

(i) Conform in all respects to the specifications, Statements of Work, and other descriptions and requirements relating to the Services that have been furnished, specified or approved by the Buyer;

在所有方面均符合关于买方已经提供、规定或批准的服务的规范、工作说明书及其他说明和要求；

(ii) Comply with all regulations in force in the countries in which the Services are to be provided;

有效地遵守服务被提供到国家的所有法规；

(iii) Be suitable for their intended use by the Buyer, including the specified performance in the facility or equipment specified by the Buyer and the environment in which the Services are or reasonably may be expected to perform; and

适合于买方的预期用途，包括在买方规定的设施或设备上的特定性能及在商品应该或合理期望执行的环境。及

(iv) Be provided by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in the circumstances

由具备相应资质且受过培训的人员，以应有的谨慎和努力，提供在任何情形下买方可合理预期的高标准质量的服务。

(d) Claim for Breach of Warranty the Seller's Warranty and any rights of the Buyer to make a claim under it will be effective even if the Buyer has accepted all or a portion of the Goods and/or Services.

违反保证的索赔 即使买方已经验收全部或部分商品和/或服务，卖方的保证及买方就卖方违反保证而提出索赔的权利仍然有效

12. DEFENSE AND INDEMNITY

抗辩和赔偿

(a) To the full extent permitted by applicable law, Seller will indemnify Buyer, its directors, officers and employees and authorized dealers for all expenses (including attorney fees, settlements, and judgments) incurred by Buyer in connection with all claims (including lawsuits, administrative claims, regulatory actions, and other proceedings to recover for personal injury or death, property damage, or economic losses) that are related in any way to Seller's representations, performance or obligations under a Purchase Contract, including claims based on Seller's breach of warranty and claims for any related violations of any applicable law, ordinance or regulation or government authorization or order. Seller's obligation to indemnify under this Section will apply regardless of

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whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise except to the extent of the negligence of Buyer.

在适用法律允许的最大范围内，卖方应赔偿买方、买方董事、主管及其雇员和授权经销商所有与索赔（包括诉讼、行政索赔、监管诉讼和其他恢复人身伤害或死亡、财产损失或经济损失的诉讼）有关的所有费用（包括律师费、和解费、判决要求费用），其在任何情况下都与采购合同项下的卖方的陈述、履行或义务有关，包括由于卖方违反保证的索赔，以及因违反任何使用法律、条例或规定或政府批准或命令的任何索赔。卖方在本条项下的赔偿义务均将适用，不管该索赔是否针对侵权、疏忽、合同、保证、严格责任或其他，但因买方疏忽的除外。

(b) If Seller provides services to Buyer on Buyer's premises, Seller will examine the premises to determine whether they are safe for such services and will advise Buyer promptly of any situation it deems to be unsafe. Seller's employees, contractors and agents shall fully comply with Buyer's applicable regulations and will not possess, use, sell or transfer illegal drugs, medically unauthorized drugs or controlled substances, or unauthorized alcohol, and will not be under the influence of alcohol or drugs on Buyer's premises. Seller shall be exclusively responsible for, shall bear, and shall relieve Buyer from liability for all loss, expense, damage or claims resulting from bodily injury, sickness or disease, including death at any time resulting there from, sustained by any person or persons, or on account of damage to or destruction of property, including that of Buyer, arising out of, or in connection with the performance of work on Buyer's premises except that Seller shall not be responsible for or relieve Buyer from liability for claims arising from the willful misconduct or the sole negligence of Buyer.

若卖方在买方场地向买方提供服务，卖方应检查场地以确定场地是否安全可用于服务，及就视为不安全的情形立即向买方提出建议。卖方雇员、承包商及代理人应充分遵守买方的适用规定并不得持有、使用、出售或转让非法药物、医学上未经批准的药物、管制药物或未经授权的酒精饮料，且不得在买方场地受酒精饮料或药物的影响。卖方应完全承担责任，并免于买方承担因任何人承受的人身伤害、疾病产生的所有损失、费用、损害赔偿或索赔，包括由于在买方场地履行工作引起的有关的任何时间由此导致的死亡，或财产的损坏或破坏。但由于买方故意或完全系买方过失所造成的损失，卖方不承担责任或免于承担买方索赔。

13. TITLE AND ENGINEERING DRAWINGS, SPECIFICATIONS

所有权和工程图纸、规范

(a) Any documents, including drawings and specifications produced or acquired by Seller under a Purchase Contract will belong to Buyer, subject only to Seller's patent rights, but without any other restrictions on Buyer's use, including reproduction, modification, disclosure or distribution of the documents or the information contained therein. To the extent such documents contain original work of authorship created in order to comply with a Purchase Contract, the copyrights to such work shall be owned by Buyer in accordance with Section 17. Seller agrees not to label any such documents with a notice asserting that the documents contain confidential or proprietary information of Seller. Any engineering drawing that Seller is required to prepare and furnish to Buyer will conform to the requirements of the local computer aided design standards of the Buyer.

所有文件，包括卖方根据采购合同制作或获得的图纸和规范应属于买方，仅受制于卖方专利权，但对买方使用不具有任何限制，包括复制、修订、披露或分发文件或文件中所含资料等包含为了遵守采购合同而有著作权的原创文件，该作品的版权应根据第 17 条为买方所有。卖方同意不对该等文件贴上任何标签，声称该等文件包含卖方的保密或专有信息。所有卖方应准备并提供给买方的工程图纸应遵守买方本地计算机辅助设计标准的要求。

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(b) All drawings, know-how, and confidential information supplied to Seller by Buyer and all rights therein will remain the property of Buyer and will be kept confidential by Seller in accordance with Section 15(f). Seller is licensed to use Buyer's drawings, know-how, and confidential information only for the purpose of fulfilling its obligations under a Purchase Contract. In addition to the obligations of Section 15(f), Seller will not disclose such drawings to third parties unless this is required for Seller to fulfill its duties under a Purchase Contract. Seller will inform Buyer in writing of any third parties to whom Seller subcontracts any of the work required under a Purchase Contract specifying in detail the work which has been subcontracted to such third party. Seller will ensure that any third party to whom Seller subcontracts any of the work hereunder is bound by all the terms and conditions relating to such work to which Seller is bound under a Purchase Contract.

由买方向卖方提供的所有图纸、专有技术及保密信息及其权利应为买方的财产，且由卖方根据第 15(f)款对其进行保密。卖方被许可使用买方图纸、专有技术及保密信息（仅用于完成采购合同项下义务的目的）。除了第 15(f)款规定的义务外，卖方不得将该等图纸向第三方泄露，但为了完成采购合同项下的义务要求卖方泄露的除外。卖方应书面通知买方，若其将采购合同详细规定的任何工程分包给第三方。卖方应保证分包本协议项下工程的任何第三方均受与该等工程有关的所有条款的约束，（卖方受采购合同的约束）。

14. INFRINGEMENT AND PROPRIETARY RIGHTS

侵权和所有权

(a) Seller at its expense will indemnify and hold Buyer harmless with respect to every claim that may be brought against Buyer or others that use the Supplies of a Purchase Contract, for any alleged infringement of any present or future patent, copyright, industrial design right or other proprietary right based on Seller's activity under a Purchase Contract, or the manufacture, sale, or use of the Supplies (i) alone, (ii) in combination by reason of their content, design or structure, or (iii) in combination in accordance with Seller's recommendations. Seller will investigate and defend or otherwise handle every such claim, and at Buyer's request, assist Buyer in Buyer's investigation, defense, or handling of any such claim. Seller will pay all expenses and damages or settlement amounts that Buyer and others selling Buyer's products or using the Supplies of a Purchase Contract may sustain by reason of each such indemnified claim. Seller's obligations will apply even though Buyer furnishes all or any portion of the design and specifies all or any portion of the processing used by Seller.

卖方自负费用并进行赔偿，并保护买方免受任何可能针对买方或使用采购合同项下的产品的其他方就所有卖方在采购合同下的活动而导致的任何现在或将来的专利、版权、工业设计或其他财产权或(i)单独地，(ii)因为其内容、设计或结构而结合，或(iii)根据卖方推荐而结合生产、出售或使用产品的所有索赔的伤害，。卖方应调查并抗辩或以其他方式处理每一项索赔，经买方要求，协助买方进行调查、抗辩或处理任何该等索赔。卖方应支付因该等赔偿索赔所导致的所有费用及损害赔偿或和解费用。卖方的义务将适用，即使买方提供所有或部分设计并指定所有或部分卖方使用的工序。

(b) Seller grants to Buyer a nonexclusive, royalty free, permanent, paid-up, irrevocable license with a right to grant a sublicense to any of its Related Companies to rebuild and have rebuilt the Supplies of a Purchase Contract.

卖方授予买方非独家的、无许可费的、永久性的、已付的、不可撤销的许可的权利，并可分许可其关联公司生产或让生产采购合同的产品。

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(c) Seller will not sell or otherwise dispose or transfer any product, that is supplied to Buyer under a Purchase Contract and that incorporates any trademark, patentable invention, copyright work, industrial design or other matter that is the subject of any intellectual property right of Buyer or any of its Related Companies, to any party other than Buyer, except where specifically authorized by Buyer in writing.

根据采购合同，卖方不得将供应给买方的任何产品出售或以其他方式处理或转让给买方以外的任何一方。该产品包含了任何商标、有资格申请专利的发明、版权作品、工业设计或其他为买方或买方的任何关联公司拥有的知识产权的主题。但经买方书面专门同意的除外。

15. INFORMATION AND DATA

资料和数据

(a) Seller will furnish to Buyer, or another party designated by Buyer, without restrictions on use or disclosure, all information and data Seller acquires or develops in the course of Seller's activities under a Purchase Contract. At Buyer's request, Seller also will discuss with Buyer or another party designated by Buyer, without restrictions on use or disclosure, any potential design, and quality or manufacturing problems with Supplies Seller worked on or produced pursuant to a Purchase Contract.

卖方应向买方或买方指定的其他任何一方提供执行采购合同项下卖方活动过程中获得或开发的所有资料和数据（不限制使用或披露）。经买方要求，卖方应同买方或买方指定的其他任何一方就根据采购合同，卖方已从事或生产的产品任何潜在的设计、质量或制造问题进行讨论（不限制使用或披露）。

(b) At Buyer's request, Seller will furnish to Buyer all other information and data of Seller which Buyer deems necessary to understand the operation and to maintain the goods delivered under a Purchase Contract, and to understand and apply the information and data of Section 15(a) hereof, with no restrictions on use other than Seller's patent rights.

经买方要求，卖方应向买方提供所有买方认为有必要知悉的操作及持有商品交付采购合同项下的其他卖方资料和数据，了解并运用第 15(a)款中的资料和数据（不限制使用或披露），但卖方的专利权除外。

(c) With respect to inventions which Seller conceives or first reduces to practice in the course of Seller's experimental or developmental activities under a prior development agreement, early sourcing agreement, or a Purchase Contract, Seller grants to Buyer a permanent, paid-up, nonexclusive, worldwide license, with a right to sublicense others, to make, have made, use, have used and sell manufactures, compositions, machines, and processes, covered by patents obtained for such inventions.

卖方根据先前开发协议、先期采购协议或采购合同，所从事的试验或开发活动过程中设想或首次简化使用的发明，卖方授予买方永久性的、已付的，非独家的、全球性授权的，并授予买方转授给其他方制造、已制造、使用、已使用和出售因该等发明获得的专利所覆盖的制成品、组成成分、机器和工序的权利。

(d) Seller grants to Buyer a permanent, paid-up, nonexclusive, worldwide license, with a right to grant a sublicense to any of its Related Companies, to (i) make, have made, use, have used and sell manufactures, compositions, machines and processes used in products or services made by or for Buyer or any of its Related Companies, under any other patents which are now or hereafter owned or controlled by Seller and are necessary to exercise Buyer's rights in Section 15(c), and (ii) use, repair, modify and sell any operating software incorporated in the Supplies in conjunction with the use or sale of the Supplies.

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卖方授予买方永久性的、已付的、非独家的、全球性授权的，有权转授给其关联公司的权利，用于(i) 制造、已制造、使用、已使用和出售制成品、组成成分、机器以及买方或买方关联公司制造的产品或服务中使用的工序。根据现在是或将来由卖方控制的其他专利以及有必要行使第 15(c)款项下买方的权利，及 (ii)使用、修复、修订连同使用或出售产品中并入的任何操作软件。

(e) To the extent Buyer requires a license that is not provided in Sections 15(c) and 15(d), Seller grants to Buyer, and agrees to grant to any Related Company designated by Buyer, a nonexclusive license, on reasonable terms and conditions, to make, have made, use, have used and sell manufactures, compositions, machines and processes used in products or services made by or for Buyer or any of its Related Companies, under any patents now or hereafter owned or controlled by Seller which cover any inventions embodied in the Supplies of a Purchase Contract.

在买方要求的许可不是第 15(c)款和第 15(d)款中提供的范围内，卖方授予买方并同意授予买方指定的任何关联公司非独家的许可，根据合理的条款和条件制造、已制造，使用或已使用及出售制成品、组成成分、机器以及买方或买方的任何关联公司制造的产品或服务中使用的工序。根据现在是或将来由卖方控制的其他专利，该专利包括体现于采购合同的产品中的任何发明。

(f) Unless otherwise indicated in writing by Buyer, Seller will use reasonable care to prevent disclosing to others and will use only for the benefit of Buyer, (i) the technical information and data furnished by Buyer or developed or acquired by Seller in its work under a Purchase Contract, prior development agreement or early sourcing agreement for Supplies related to or using such technical information or data, and (ii) information relating to any portion of Buyer's business that Seller may acquire in the course of Seller's activities under a Purchase Contract, prior development agreement or early sourcing agreement. This obligation shall continue so long as any Purchase Contract for Supplies related to or using such technical information or data is in effect and for a period of two years thereafter. This obligation will not apply to information that is or becomes publicly known through no fault of Seller. Nevertheless, Seller may disclose the information and data of subsections (f)(i) and (f)(ii) hereof to third parties if this is required for Seller to fulfill its duties under a Purchase Contract and such third parties have agreed to conditions at least as stringent as those contained herein.

除买方书面指明的情况之外，卖方应对下列信息采取合理注意，以避免披露给其他方，且仅可为买方利益而使用：

- (i) 买方提供的技术信息数据或卖方依据其在该等信息数据相关的采购合同、先前开发协议或早期采购协议项下进行的工作而获取的技术信息数据，以及
- (ii) 卖方根据其依据采购合同、先前开发协议或先期采购协议进行的活动可能获取的有关买方业务任何部分的信息。若任何使用该等技术信息或数据或与之相关的物料采购合同有效，且此后有效期限长达两年，则卖方应继续承担该义务。对于不因卖方过失导致公开披露（或即将披露）的信息，该义务不适用。尽管如此，若卖方因其履行采购合同项下职责要求，需向第三方披露本条款（f）（i）款及（f）（ii）款中的信息和数据，卖方可进行披露；且该第三方已签订协议，协议条款严格程度至少应与本协议条款一致。

16. PERSONALLY IDENTIFIABLE INFORMATION

个人身份信息

Seller will use Reasonable Care to protect the security, integrity and confidentiality of Buyer's Personally Identifiable Information. "Reasonable Care" is the standard of care Seller will use in protecting the security, integrity and confidentiality of its own confidential information. Buyer's "Personally Identifiable Information" is (i)

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information regarding Buyer's or any of its Related Companies' customers and (ii) information regarding Buyer's or any of its Related Companies' employees excluding in the case of employees, business contact information (name, business telephone number, business address) used by Seller solely for business contact purposes related to providing Supplies under the Purchase Contract.

卖方将采取合理注意，保护买方个人信息的安全性、完整性及保密性。“合理注意”为卖方对于保护其自身保密信息的安全性、完整性及保密性将采取的注意标准。买方的“个人信息”为：（i）与买方或买方关联公司客户有关的信息，和（ii）与买方或卖方关联公司雇员有关的信息，卖方单独为提供采购合同项下物料有关业务的联系目的而使用的雇员、业务联系信息（姓名、工作电话号码、营业地址）除外。

17. COPYRIGHTS

版权

(a) Any work of authorship created by Seller or Seller's employees under a Purchase Contract which is specially ordered or commissioned by Buyer will be considered as a "work made for hire" and all copyrights for such works of authorship will belong to Buyer.

买方专门指定或委托卖方或卖方雇员依据采购合同创作的任何作品视为“职务作品”，且与该作品相关的一切版权归属于买方。

(b) In the event any portion of any work of authorship created by the Seller in performing the services under a Purchase Contract does not qualify as "work made for hire", Seller hereby assigns or, if Seller has failed to previously secure ownership of all copyrights in such portion, will obtain title and assign all copyrights to such work to Buyer.

若卖方在履行采购合同项下服务时创作的任何作品的任何部分不符合“职务作品”条件，卖方在此将该作品的一切版权转让给买方；若卖方之前未能保留该作品部分版权所有权，则卖方获取该所有权并将该作品的一切版权转让给买方。

(c) All works of authorship subject to Sections 17(a) or 17(b) will bear a valid copyright notice designating Buyer as the copyright owner, for example: "Copyright © 200X CJLR",

所有符合第 17（a）款或第 17（b）款条件的作品将配备一份指定买方为版权所有者的有效版权声明，例如：“版权所有©200X CJLR”

(d) Seller hereby grants to Buyer a permanent, nonexclusive, paid-up, worldwide license, with a right to grant a sublicense to any of its Related Companies, under each copyright it owns and controls or has the right to license, in each work of authorship fixed in any tangible medium of expression furnished by Seller to Buyer or its designee pursuant to a Purchase Contract, to use such work, to reproduce such work, to prepare derivative works, to distribute copies of such work to the public, and to perform and display such work publicly.

卖方在此授予买方永久、非独家、已付讫的全球许可（包括向买方关联公司分许可的权利），根据各项版权，对于卖方、买方或其指派方依据采购合同提供的以有形媒介表达的各项作品，买方拥有、控制并有权发放许可，使用、复制该作品；制作衍生作品；向公众分派该作品副本以及公开使用或展示该作品。

18. SUBCONTRACTS

分包合同

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In each subcontract of Seller's work performed pursuant to a Purchase Contract, Seller will obtain for Buyer the rights and licenses granted in Sections 13, 15, and 17, and, if applicable, Section 30.

卖方依据采购合同履行工作的分包合同中，将为买方获取第 13、15 及 17 条（在适用情况下，亦包括第 30 条）授予的权利及许可。

19. ADVERTISING

广告

Any reference to Buyer or any of its Related Companies or use of Buyer's trademarks or logos by Seller in Seller's advertising or publicity materials must comply with Buyer's written approval.

卖方若在其广告或宣传材料中提及买方或任何买方关联公司，或使用买方商标或标志，必须遵守买方书面许可。

20. AUDIT RIGHTS

审计权利

(a) Seller Records and Facilities. If requested by the Buyer, the Seller will permit the Buyer (which, for purposes of this Section 20 (a), includes its authorized representatives) to:

卖方档案及设备。 卖方应根据买方要求允许买方[为第 20 (a) 款目的，包括买方授权代表：

(i) Examine all pertinent documents, data and other information relating to the Supplies, Tooling, the Seller's obligations under the Purchase Contract, any payment made to the Seller or any claim made by the Seller;

检查所有相关文件、数据或其他与产品和模具有关的信息、卖方在采购合同项下的义务、向卖方支付的任何款项或向卖方收取的任何索赔；

(ii) View any facility or process relating to the Supplies or the Purchase Contract, including those relating to production quality; and

查看任何与产品或采购合同相关的设备或工序，包括与生产质量相关的设备或工序；以及

(iii) Audit any facility or process to determine compliance with the requirements of the Purchase Contract, including those under Section 25 and Section 29.

审计任何设备或工序，以决定其是否符合采购合同的要求（包括第 25 条和第 29 项下的要求）。

Any examination under this Section 20 (a) will be conducted during normal business hours and upon advance written notice to the Seller.

该 20 (a) 款项下的任何检查将在正常营业时间进行，且将提前书面通知卖方。

(b) Subcontractor Records and Facilities If requested by the Buyer, the Seller will use its best efforts to permit the Buyer to obtain from the subcontractors of, and vendors, to the Seller the information and permission to conduct the reviews specified in Section 20 (a), regardless of any other right the Buyer may have to that information or facilities.

分包档案及设备 若买方提出要求，则卖方将尽最大努力允许买方从卖方分包商或供应商处获取进行第 20 (a) 款规定的审核所需的信息，不考虑买方可能就该等信息或设备所具有的任何其他权利。

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(c) **Seller Financial Reports** If requested by the Buyer, the Seller will provide to the Buyer's Purchasing Controller's Office the most current Financial Reports: (i) for the Seller; and, (ii) for any related company of the Seller involved in producing, supplying, or financing the Supplies or any component part of the Supplies. Financial Reports include income statements, balance sheets, cash flow statements and supporting data. The Buyer's Purchasing Controller's Office may use Financial Reports provided under this Section 20 (c) only to assess the Seller's ongoing ability to perform its obligations under the Purchase Contract and for no other purpose, unless the Seller agrees otherwise in writing.

卖方财务报告 若买方提出要求，则卖方将向买方的采购部提供以下最新财务报告：（i）卖方财务报告；以及（ii）涉及生产、供应产品或产品任何组成部分，或参与为产品融资的任何卖方关联公司的财务报告。财务报告包括利润表、资产负债表、现金流量表及支持数据。买方的采购部仅可以评估卖方履行其在采购合同中义务的持续能力为目的使用第 20（c）款项下提供的财务报告，卖方以书面形式另有约定的情况除外。

(d) **Time of Disclosure** If the Seller is a publicly traded company, the Seller will provide Financial Reports to the Buyer under Section 20 (c) at the time it is permitted to do so under applicable law and the rules of the appropriate stock exchanges.

披露时间 卖方若为上市公司，将在其经适用法律及证券交易所规定允许之时，依据本协议第 20（c）款约定向买方提供财务报告。。

(e) **Confidentiality** The Buyer is obligated to treat information provided to its Purchasing Controller's Office under Section 20 (c) as confidential.

保密性 买方有义务对依据第 20（c）款向其采购部提供的信息保密。

(f) **Record Retention.** The Seller will keep all relevant documents, data and other written information for at least 2 years following the later of the last delivery of the Supplies or the date of the final payment to the Seller under the Purchase Contract. The Buyer may make copies of these materials.

记录保存 卖方应保存所有相关文件、数据及其他书面信息，保存期限为依据采购合同最后一批物料交付日期或向卖方支付最后一笔款项的日期之后至少 2 年时间。买方可复制这些材料。

21. **ASSIGNMENT**

转让

Seller will not assign or delegate all or substantially all of its substantive duties under a Purchase Contract, nor transfer to another any intellectual property right that is licensed to Buyer under Section 15, without Buyer's prior written approval. Seller will provide Buyer with reasonable advance written notice of any assignment of Seller's right to receive payment under a Purchase Contract. Any such assignment shall not prohibit Buyer from enforcing any of its rights against the assignee. Buyer will have the right to assign any benefit and/or duty under a Purchase Contract to any third party upon notice to Seller.

未经买方事先书面同意，卖方不得转让或委派其在采购合同项下的所有或大体上所有实质性职责，亦不得转让依据第 15 条向买方许可的知识产权。卖方将就转让其接收采购合同项下款项的权利向买方合理提前提供书面通知。任何该等转让均不得禁止买方对受让方执行任何权利。买方在通知卖方后，可将其在采购合同项下的任何利益和/或义务转移给任何第三方。

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22. EXCUSABLE DELAYS

可免责延误

Neither Buyer nor Seller will be liable for a failure to perform that arises from causes or events beyond its reasonable control and without its fault or negligence, including labour disputes. The party claiming the excusable delay shall give notice in writing as soon as possible after the occurrence of the cause relied on and after termination of the condition. In the event of an excusable delay in performance, Buyer at its option may acquire possession of all finished goods, work in process, and parts and materials produced or acquired for the work under a Purchase Contract, and Seller will deliver such articles to Buyer, at Buyer's delivery option. Buyer may also obtain the Supplies covered by a Purchase Contract elsewhere for the duration of the impediment and a reasonable period thereafter. Prior to the expiration of any directly related labor contract of Seller, Seller at its expense will take such actions as Seller may reasonably determine to ensure the uninterrupted production of supplies for a period of 30 days for Buyer during any anticipated labor disruption or slowdown resulting from the expiration of the labour contract.

无论买方或卖方均不对非其过失或过错所致，且超出其合理控制范围原因（包括劳动争议）所引起的失效负责。声明该可免责延误的一方应尽在延误原因出现且条件终止后尽早发出书面通知。若履行合同时出现可免责延误，买方可选择获取所有制成品、在制品以及为采购合同项目生产或取得的部件或材料，且卖方将根据买方选择的交付方式向买方交付如上产品和材料。买方可在延迟期及之后合理期限内于别处获取采购合同涵盖的物料。与卖方直接相关的任何劳动合同到期前，卖方将自付费用采取合理确定的行动，以保证在任何因劳动合同到期导致的劳动中断或怠工期间内，供应给买方的物料生产于 30 天期限内不受影响。

23. REMEDIES, WAIVER

救济、免责

The individual remedies reserved in a Purchase Contract will be in addition to any remedies provided by law. No waiver of any breach of any provision of a Purchase Contract will constitute a waiver of any other breach of such or any other provisions.

采购合同中储备的个体救济对法律提供的任何救济进行补充。对于采购合同中任何条款的违约免责将不构成对其他条款违约或违反其他任何规定免责。

24. TERMINATION/EXPIRATION

终止 / 到期

(a) Unless a Purchase Contract specifically states otherwise, Buyer may terminate its purchase obligations under a Purchase Contract, in whole or in part, at any time by a written notice of termination to Seller. Buyer will have such right of termination notwithstanding the existence of an Excusable Delay of Section 22.

除一份采购合同另有特别声明外，买方在向卖方发出书面终止通知后，可于任何时间终止其全部或部分采购合同项下的购买义务。即便第 22 条所述可免责延误存在，买方仍将拥有该终止权利。

(b) Buyer may terminate a Purchase Contract without liability to Seller if Seller (i) sells, or offers to sell, a substantial portion of its assets used for the production of Supplies for Buyer, or (ii) sells or exchanges, or offers

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to sell or exchange an amount of its stock that would result in a change in the control of Seller. Buyer shall give Seller written notice of the termination at least 30 days prior to the effective termination date. Seller shall notify Buyer no more than ten days after entering into any negotiations for the sale or exchange of its stock or assets that could result in a change of control of Seller. Upon Seller's request, Buyer will execute an appropriate non-disclosure agreement relating to information disclosed by Seller regarding the potential transaction.

若卖方采取以下行为，买方可终止采购合同且不对卖方承担责任：（i）卖方出售或提出出售用于生产并提供给买方的产品的绝大部分资产；或（ii）卖方出售、兑换，或提出出售、兑换其部分金额的股票，且此行为将导致卖方的控制权发生改变。买方应至少在终止生效日 30 天之前就终止向卖方发出书面通知。卖方应至少在开始就出售、兑换其股票或资产（且该行为可能导致卖方控制权发生改变）进行谈判前十天，向买方发出通知。根据卖方的要求，买方将就卖方关于拟定交易披露的信息签署一份适当的保密协议。

(c) The Buyer may terminate a Purchase Contract, in whole or in part, upon written notice to the Seller, if the Seller: (i) becomes insolvent; (ii) files a voluntary petition in bankruptcy; (iii) has an involuntary petition in bankruptcy filed against it; (iv) has a receiver, administrator, custodian or trustee appointed over the Seller or its assets; or (v) executes an assignment for the benefit of its creditors. In each case, the Seller is liable for all actual costs incurred by the Buyer, including those for attorneys, experts, consultants and other professionals.

若卖方发生以下情况，买方可在书面通知卖方后，终止全部或部分采购合同：（i）失去偿债能力；（ii）提交自愿破产申请；（iii）其他方为其提交破产申请（非卖方自愿）；（iv）具有一名指派的卖方或其资产的接收人、管理人、监管人或委托人；或（v）为债权人利益签署转让。无论出现何种情况，卖方应承担由买方产生的所有实际成本费用，包括律师费、专家费、顾问费或雇佣其他专业人员产生的费用。

(d) Upon receipt of the notice of termination, Seller, unless otherwise directed by Buyer, will (i) terminate promptly all work under a Purchase Contract; (ii) transfer title and deliver to Buyer the finished work, the work in process, and the parts and materials which Seller produced or acquired in accordance with a Purchase Contract and which Seller cannot use in producing goods for itself or for others; (iii) verify/settle all claims by subcontractors for actual costs that are rendered unrecoverable by such termination and provided the recovery of materials in Seller's possession is ensured; (iv) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest until disposal instruction from Buyer has been received; and (v) upon Buyer's reasonable request, cooperate with Buyer in effecting resourcing production of the Supplies to a different supplier .

除买方另有指示外，卖方在收到终止通知时，将（i）立即终止采购合同项下所有工作；（ii）将制成品、在制品及卖方根据采购合同已生产或取得且无法用于为卖方自己生产产品或其他用途的部件及材料所有权交付买方；（iii）验证 / 清偿所有分包商为因终止而不可收回实际成本或因保证卖方所有的材料得以收回而进行的索赔；（iv）采取必要的合理措施以保障买方在其中有利益的卖方占有的财产直至接到买方的处理指示；以及（v）根据买方合理要求，与买方合作将产品生产转给另一家供应商。

(e) Upon termination by Buyer under this Section, Buyer's obligation to Seller will be (i) the Purchase Contract price for all finished work and completed services which conform to the requirements of a Purchase Contract; (ii) Seller's actual cost of the work in process and parts and materials transferred to Buyer in accordance with subsection (d) (ii) hereof; (iii) Seller's actual costs of settling the claims by subcontractors of subsection (d) (iii) hereof; and (iv) Seller's actual cost of carrying out its obligations of subsection (d) (iv) hereof, but Buyer's obligations will not exceed those Buyer would have had to Seller in the absence of termination. Unless

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otherwise stated in a Purchase Contract, Buyer shall have no obligation for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general and administrative burden charges from termination of a Purchase Contract.

买方根据本条终止采购合同时，买方对卖方负有以下支付义务：（i）卖方所有符合采购合同要求的制成品及已完成服务的采购合同价款；（ii）卖方根据第（d）（ii）款向买方转移的在制品、部件和材料的实际成本；（iii）卖方清偿本协议第（d）（iii）款中分包商索赔所花费的实际成本；以及（iv）卖方履行其在本协议（d）（iv）款所列义务的实际成本，但买方的支付义务不得超过未终止情况下买方对卖方承担的支付义务。除采购合同另有陈述外，买方没有义务（且不被要求）直接或由于卖方分包商的索赔而向卖方支付损失的预期利润、未分配费用、债务利息、产品开发及工程费用、模具、设施及设备重新安排费用或租金、未摊销折旧费以及由采供订单终止造成的一般或行政费用负担。

(f) Seller will furnish to Buyer, within one month after the effective date of termination, Seller's termination claim, which will consist exclusively of the items of Buyer's obligation to Seller that are listed in subsection (e) hereof. Buyer may audit Seller's records, before or subsequent to payment, to verify amounts requested in Seller's termination claim.

卖方将在终止生效日期后一个月内向买方提供终止索赔，该索赔将仅由买方对卖方所负担的义务[已在本条第（e）款中列示]组成。买方可在付款前后对卖方记录进行审计，以验证卖方终止索赔中要求的金额。

(g) Buyer will have no obligation to Seller under (a), (d), (e), or (f) above if Buyer terminates its purchase obligations of a Purchase Contract because of a default by Seller.

若买方因卖方违约而终止其采购合同中的购买义务，买方不承担上述第（a）、（d）、（e），或（f）款中规定的买方对卖方所负义务。

25. COMPLIANCE WITH LAW

遵守法律

(a) Seller and Supplies shall comply with applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country of destination or which relate to the manufacture, labeling, transportation, importation, licensing, approval or certification of the Supplies, including those relating to environmental matters, wages, hours, and conditions of employment, subcontractor selection, discrimination, occupational health/safety, and motor vehicle safety. At Buyer's request, Seller shall certify in writing its compliance with any or all of the foregoing. Buyer requires strict compliance with this provision and has the right to immediately terminate a Purchase Contract if there is a breach hereof.

（a）卖方及物料应遵守目的国家（或与物料制造、标签、运输、进口、获取许可、批准或证书相关的国家）的适用法律、条例、法规、法则、管理、法令或标准，包括与环境问题、工资、工时、雇用条件、承包商选择、歧视、职业健康 / 安全以及机动车辆安全相关的上述法规。根据买方要求，卖方应以书面形式证明其遵守上述部分或全部法规。买方要求卖方严格遵守本条规定，若有违反，则有权立即终止采购合同。

(b) **ANTI-BRIBERY AND ANTI-CORRUPTION COMPLIANCE** Seller is aware that Chery Jaguar Land Rover Automotive Co., Ltd ("CJLR") is a joint venture of two automotive manufactures based in the United Kingdom and

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People’s Republic of China (PRC). Therefore, Seller’s performance and its service providers and vendors must respect and be in full compliance with all relevant anticorruption laws and regulations, including but not limited to (a) the PRC Criminal Law, as amended and interpreted; (b) the UK Bribery Act; c) the US Foreign Corrupt Practices Act (the “FCPA”), and (d) relevant multilateral measures such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the UN Convention Against Corruption. Seller acknowledges and is aware of CJLR’s Anti-Bribery and Anti-Corruption Policy (“Policy”). Accordingly, Seller agrees that in connection with its activities under this contract, neither the Seller, nor any agent, affiliate, employee or other person acting on its behalf has or will offer, promise or give anything of value, nor make any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment, nor authorize the payment or delivery of anything of value to any Government Official or political party in order to obtain or retain business, gain any unfair advantage, influence any act or decision of a Government Official, or induce a Government Official to perform or refrain from performing any act in breach of his/her legal duties.

(b) **反贿赂反腐败合规** 卖方知晓，奇瑞捷豹路虎汽车有限公司(“CJLR”)是一家由英国和中国汽车生产商成立的合资公司。卖方的行为以及卖方的服务提供方和供应商必须尊重并完全遵守所有相关的反腐败法律法规，包括但不限于：(a)《中华人民共和国刑法》及其所有修正案和解释；(b)英国反贿赂法案；(c) 美国《反海外腐败法》(FCPA)，以及(d)相关国际条约，例如《经济合作与发展组织禁止在国际商业交易中贿赂外国公职人员公约》和《联合国反腐败公约》。卖方确认并知晓 CJLR 的反腐败政策(“政策”)。因此，卖方同意，对于其在本合同项下的行为，卖方、任何代理、关联公司、员工或者代表卖方行事的任何人均不曾，并且不会为了获得或保留业务，获取任何不公平竞争优势，影响政府官员的任何行为或决定，或是引诱政府官员违反其法律职责履行或不履行任何行为而提出提供、承诺提供或是给予任何政府官员或政党任何有价财物，也不会给予任何政府官员或政党任何贿赂、回扣、报酬、收买金、佣金或其他类似不法款项，并且也不会授权支付或送交任何政府官员或政党任何有价财物。

Knowledge and compliance: The Seller shall ensure that all its officers, employees, agents, advisors, directors, consultants, representatives and business associates who participate in the fulfilment of the Purchase Contracts have sufficient knowledge of the effects and provisions of the Legislation, also agreeing to adopt all requisite measures conducive to have said officers, employees, agents, advisors, directors, consultants, representatives and business associates comply with the letter and spirit of the Legislation and do not carry out any act resulting in any of the Parties being in breach of Legislation, the Policy or provisions of this Section 25 (b).

知晓和遵守: 卖方应当保证其所有参与履行采购合同的管理人员、员工、代理人、咨询人、董事、顾问、代表和商业伙伴充分了解法律的规定和效力，同意采取有利于上述管理人员、员工、代理人、咨询人、董事、顾问、代表和商业伙伴遵守法律文字和精神的所有必要措施，并且不从事任何导致任何成员方违反法律，制度，或本 25 (b) 条中规定的行为。

Condition of employees, relatives: The Seller acknowledges being familiar with the Legislation, the Policy, and its effects, representing that none of its representatives or those of its affiliates are Government Officials (as defined in the Compliance Policies).

The Seller represents having informed CJLR in full as to all the family ties between its Representatives or those of its affiliates with Government Officials, and the Seller agrees to notify CJLR with regard to any comparable family ties arising during the effective term hereof.

员工和亲属情况: 卖方承认熟悉法律、政策及其效力，并且保证卖方的任何代表或其关联公司的代表都不是政府官员(参见合规政策中的定义)

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卖方声明，已经将其代表或其关联公司代表与政府官员之间的家庭关系向 CJLR 进行充分披露。卖方同意向 CJLR 披露采购合同有效期内出现的有关任何同类家庭关系的信息。

No breach of Legislation: The Seller represents that nothing of value received hereunder shall be accepted or used by the same for any purpose such as may constitute a breach of Legislation, the Policy, and the Procedures, and that neither its employees nor its representatives shall conduct any act constituting a breach of Legislation. The Seller represents it has no intention and shall not request any service, act or omission on the part of CJLR such as could constitute a breach of, or result in any of the Parties being in breach of Legislation.

未违反法律: 卖方声明，不应接受或使用采购合同项下收到的任何有价财物，以致于可能违反法律、制度和程序，并且保证其员工或代表都不应从事任何违反法律的行为。

卖方保证，其没有意图、也不应要求 CJLR 提供任何服务，或采取任何作为或不作为，以致于可能违反法律或者导致任何成员方违反法律。

Prohibition against incurring in expenses for third parties: The Seller shall not make any direct payments to nor incur obligations on behalf of another entity that is not a party hereto unless it has the prior express consent of the CJLR therefor.


禁止为第三方承担开支: 卖方不应直接向非采购合同成员方的第三方机构支付，也不应为该第三方承担义务，除非卖方获得 CJLR 针对该事项的事先明确许可。

Prohibition against illegal payments or forbidden transactions: The Seller agrees that in connection with its activities under purchase contracts, neither the Seller, nor any agent, affiliate, employee or other person acting on its behalf has or will offer, promise or give anything of value, nor make any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment, nor authorize the payment or delivery of anything of value to any Government Official in order to obtain or retain business, gain any unfair advantage, influence any act or decision of a Government Official, or induce a Government Official to perform or refrain from performing any act in breach of his/her legal duties.

禁止从事非法支付或被禁止交易: 卖方同意，对于其在采购合同项下的行为，卖方、任何代理、关联公司、员工或者代表卖方行事的任何人均不曾，并且不会为了获得或保留业务，获取任何不公平竞争优势，影响政府官员的任何行为或决定，或是引诱政府官员违反其法律职责履行或不履行任何行为而提出提供、承诺提供或是给予任何政府官员任何有价财物，也不会给予任何政府官员任何贿赂、回扣、报酬、收买金、佣金或其他类似不法款项，并且也不会授权支付或送交任何政府官员任何有价财物。

Audit rights: No “off the books” or unrecorded funds or accounts shall be created or maintained by the Seller for any purpose, understood as incorrectly identified transactions, non-existent expense records, liabilities records within correct or different identifications or the use of false documents. The Seller shall maintain books, accounts and records that, with a sufficient detail, accurately and clearly reflect its transactions and the disposition of funds paid hereunder.

审计权利: 卖方不应为任何目的创设或保有任何“未入账”或者未记录的款项或账目，包括错误确认的交易，不存在的支出记录、包含错误或不一致证明的债务记录、或者使用伪造文件。卖方应当保证账簿、账目和记录的内容充分、细致，能准确并且清晰地反映其交易和对按照采购合同支付款项的处理。

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CJLR will have the right to audit all relevant invoices and documents existing in relation to the performance of the Purchase Contracts on the part of the Seller to confirm that demands under Legislation are met with regard to the prohibition to maintain “off the books” funds, conducting incorrectly identified transactions, recording non-existent expenses, recording incorrectly identified liabilities or differing from their purpose and using false documents. CJLR 将有权对与卖方履行采购合同有关的所有发票和文件进行审计，以确认有关禁止持有“未入账”款项、进行错误确认交易、记录不存在支出、记录错误确认的债务或违背目的并使用伪造文件的法律要求得到满足。

The Seller will allow, according to the requirements of CJLR and exercising good faith as between the parties, independent audits granting full access to records in relation to the work or service made or product delivered. 在遵照 CJLR 的要求且各方善意履行的前提下，卖方将允许独立审计使用与完成工作和服务或交付产品有关的全部记录。上述审计应由独立第三方完成。

The Seller shall likewise cooperate in good faith upon any request for investigation conducted by CJLR on the knowledge or any indication regarding performance of payments or Forbidden Transactions or any violation of the Legislation and the Policy.

一旦 CJLR 知晓或发觉有关履行支付义务或被禁止交易或任何违反法律、制度或程序的行为，并向卖方发出调查请求，卖方应善意地与 CJLR 进行合作。

Obligation to update/report changes: The Seller assures all its representations and warranties with respect to the compliance of anti-bribery and anti-corruption shall continue being true and correct throughout the duration of the business relationship of the Parties. The fact that Seller does not provide timely information to CJLR regarding changes to the aforesaid presentations or warranties shall be deemed a material breach of contract by the Seller, entitling CJLR to terminate any and all Purchase Contracts immediately without liability.

更新/报告变化的义务: 卖方保证，卖方所有关于反贿赂反腐败合规的声明和保证应在双方业务关系存续期内持续保持真实和正确。如果卖方未能将前述声明或保证事项的变化情况及时通知 CJLR，应被视为卖方的重大违约行为，CJLR 因此有权立刻解除任何及所有采购合同且不承担任何责任。

Annual compliance certification: CJLR will conduct an annual compliance certification to determine that neither the Seller nor its Representatives have committed any act forbidden by Legislation. If the Seller does not pass this annual certification process, CJLR is authorized to terminate the Purchase Contracts before the expiration date of the Purchase Contracts as outlined in the Purchase Contracts.

年度合规证明: CJLR 将每年进行年度合规认证，以决定卖方及其代表未从事任何法律禁止的活动。如果卖方未能通过上述年度认证程序，CJLR 有权在采购合同中规定的协议到期日前解除采购合同。

Due Diligence: The Seller and CJLR agree that the Purchase Contract shall only be effective once the Seller passes the Due Diligence process conducted by CJLR as outlined in the Third Party Due Diligence Policy.

尽职调查: 卖方和 CJLR 同意，仅当卖方通过 CJLR 实施的第三方尽职调查政策中规定的尽职调查之后，采购合同方才生效。

26. RESOLVING DISPUTES

争议解决

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a) Negotiation In the event of a dispute between the parties relating to the Purchase Contract, the one raising the matter in dispute will notify the other in a written notice describing in sufficient detail the nature of the dispute. Each party will then appoint one or more representatives to resolve the dispute. These representatives will promptly meet and negotiate in good faith to reach a fair and equitable settlement. At the end of 60 days, if no settlement has been reached, either party may end discussions and declare an impasse.

协商 若采购合同当事各方发生争议，提出争议事项的一方应书面通知另一方，以充足细节描述争议性质。之后，各方将指派一名或多名代表解决争议。这些代表将立即会面并本着诚信原则进行协商，以达成公平公正的解决。若争议在 60 天期限最后仍未解决，任何一方可结束讨论，宣布僵局

(b) Mediation. If an impasse is declared under Section 26 (a), the parties will participate in non-binding mediation by a third-party mediator in good faith. The parties will promptly agree on the mediator and the cost of the mediator will be shared equally. The mediator has 90 days from the date of appointment to help resolve the dispute.

调解 若依据第 26 (a) 款宣布僵局，各方将本着诚信原则参与由第三方调解人主导的不具约束力的调解。双方将立即就调解人达成一致，且调解人聘请费用将由各方均摊。调解人在指派日后，具有 90 天时间内解决争议。

(c) Arbitration/litigation 仲裁/诉讼

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

All disputes arising out of or in connection with the Purchase Contract and can not be solved under 26 a) or 26 b), including any question regarding its existence, validity or termination, shall be submitted to Shanghai International Economic and Trade Arbitration Commission (“Commission”) for arbitration at Shanghai, which shall be conducted in accordance with the Commission’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 borne by the losing party.

如果卖方是在中国之外注册的公司：

由采购合同引起，或与其相关的所有争议若不能依据第 26 (a) 或第 26 (b) 款解决，该争议（包括与其存在、有效性或终止相关的任何问题）应提交上海国际经济贸易仲裁委员会（“委员会”）在上海进行仲裁。该仲裁应根据申请仲裁日期当日有效的委员会仲裁规则进行。提及仲裁规则时，该规则视为与本章条款合成一体。选出三位仲裁员，仲裁裁决为终局且具约束力，败方承担所有法律费用。

If the Seller is a Chinese company:

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

如果卖方是中国公司：

应向买方公司法定住址所在地有管辖权法院提起诉讼。

(d) Governing Law. The Purchase Contract will be governed by Chinese law without regard to any conflict of law’s provisions that might otherwise apply.

适用法律 采购合同适用法律为中国法，不考虑任何可能适用的冲突法规定。

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(e) Effect on Buyer's Rights. The dispute resolution processes specified in Sections 26 (a) through 26 (d) are not preconditions to the exercise by the Buyer of any of its rights or remedies under the Purchase Contract or applicable law, including its rights under Section 9 (b). The Buyer's exercise of its rights will not, however, affect either party's obligations to comply with the requirements of this Section 26.

对买方权利的影响 第 26 (a) 至第 26 (d) 款列明的争议解决步骤并非买方根据采购合同或适用法律实施任何权利或救济 (包括其在第 9 (b) 款项下的权利) 的先决条件。但是, 买方对其权利的实施将不会影响各方遵守本协议第 26 条要求的义务。

27. CONTINUING OBLIGATIONS; SEVERABILITY; LANGUAGES; COPIES ; EXECUTION

持续义务; 可分割性; 语言, 文件份数; 签署

(a) Continuing Obligations The obligations of the Buyer and the Seller under the following Sections will survive the expiration, non-renewal or termination of the Purchase Contract: 4, 9, 11, 12, 13, 14, 15, 16, 17, 18, 20, 24, 26, 30, 31 . Other obligations which by its nature shall survive shall survive.

持续义务 买方与卖方在以下条款项下的义务在采购合同到期、不续约或终止后将继续有效: 第4、9、11、12、13、14、15、16、17、18、20、24、26、30、31条。根据其性质应该继续有效的其他义务应该继续有效。

(b) Severability any term or condition that is declared unlawful or unenforceable by a court of competent jurisdiction will not apply. The unenforceability of any such term or condition will not affect the enforceability of any other term or condition.

可分割性 任何由具有合法管辖权的法庭判定为违法或不可执行的条款或条件均不适用。该类条款或条件的不可执行不会影响任何其他条款或条件的执行。

(c) Copies This document is made in three copies with the Buyer holding two and the Seller holding one.

文件份数 本文件一式三份, 买方持两份, 卖方持一份。

(d) Execution This document shall be effective upon stamping of company chop or contract chop of the Parties except: if the Seller is a company incorporated outside of P.R.C., its stamping shall be replaced by the signature of general manager or equivalent as the duly authorized representative. To avoid any doubt, the act of signature by general manager or equivalent not duly authorized shall be a fraud.

签署 本文件双方盖公司章或合同章即生效, 例外情况: 若卖方为在中国境外设立的公司, 盖章将由作为合法授权代表的总经理或等同职位人员签字取代。为避免疑义, 总经理或同等职位人员未经合法授权签字行为将是欺诈。

28. NO THIRD-PARTY RIGHTS

无第三方权利

Except as expressly provided in the Global Terms and Conditions, no term, condition or right in or arising under any of the documents or Web-Guides relating to the purchase of the Supplies gives or creates any third-party beneficiary rights or any other rights whether in law to any person or entity other than the Buyer, the Seller and their Related Companies.

除总条款和条件明确规定外, 与产品采购相关的文件或网络指南中的 (或因该类文件而产生的) 任何条款、条件或权利均不会授予或创造任何第三方受益权利或任何其他除买方、卖方或其关联公司之外的第三方人士或实体所享有的法律权利。

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29. BASIC WORKING CONDITIONS AND EMPLOYMENT STATUS

基本工作条件及雇佣状况

(a) Basic Working Conditions When the Seller performs work on the Supplies or their component parts and /or provides Services, the Seller will not: (i) use forced labour, regardless of its form; (ii) employ any person below the age of 18, 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.

基本工作条件 当卖方履行其物料供应或其组成部分的工作和 / 或提供服务时，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) Subcontractors If the Seller retains subcontractors to perform work on the Supplies or their component parts and/or provide Services, the Seller will use only subcontractors that will adhere to the requirements of Section 29 (a). The Seller will monitor the subcontractor's compliance and shall fully hold Buyer harmless from the work performed by subcontractors.

分包商 若卖方雇佣分包商以履行物料或其组成部分之工作和 / 或提供服务，卖方将仅采用遵守第 29（a）款要求的分包商。卖方应对分包商进行监管，确保其遵守要求并确保分包商进行工作不会对买方造成伤害。

(c) Adoption of Code the Buyer adopts a Code of Basic Working Conditions that includes the requirements of Section 29 (a) and other work-place practices. The Code applies to all of the Buyer's operations. The Code can be found by contacting the Buyer directly. The Seller is encouraged to adopt and enforce a similar code of practice and to have its subcontractors do so.

规范采用 买方将采用基本工作条件规范，包括第 29（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。可通过直接联系买方获取规范。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。

(d) Certification of Compliance The Seller represents when it delivers the Supplies and/or provides the Services that it has complied with the requirements of Section 25, Section 29 (a) and Section 29 (b). The Buyer may retain an independent third party, or request the Seller to retain one reasonably acceptable to the Buyer, to: (i) audit the Seller's compliance with the requirements of Section 29; and (ii) provide the Seller and the Buyer with written certification of the Seller's compliance, including areas for potential improvement.

遵守证明 当卖方遵守第 25 条、第 29（a）款以及第 29（b）款交付物料和 / 或提供服务时，应就此进行陈述。买方可雇佣独立第三方，或请求卖方雇佣买方在合理范围内能够接受的独立第三方：（i）对卖方遵守第 29 条的情况进行审核；以及（ii）就卖方遵守情况（包括具有提升潜力的区域）向卖方和买方提供书面证明。

(e) Cost of Audit the Seller may bear the cost of any third-party audit and certification, regardless of which party retained the auditor. The Buyer, at its option, may accept an audit or certification by the Seller in lieu of a third-party certification.

审计费用 卖方应承担任何第三方审计以及出具证明的费用，不论该审计员为哪一方所雇佣。买方有权选择接受卖方进行的审计或出具的证明，以代替第三方证明。

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(f) Temporary Assignment of Employees The temporary assignment of employees of one party to the facilities operated by the other party will not affect the status or change the employment relationship of the assigned employees.

临时雇佣关系 一方就另一方运营设施临时雇佣雇员不会影响已聘雇员的雇佣状态或改变雇佣关系。

30. TOOLING: TITLE, IDENTIFICATION

模具：所有权、标识

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 Seller shall be deemed to be Bailed Property and shall not be deemed to be a fixture or a part of Seller's real property. Seller will (i) properly house and maintain such property on Seller's premises, (ii) prominently mark it Property of Buyer, (iii) refrain from commingling it with the property of Seller or with that of a third party, and (iv) adequately insure it against loss or damage and (v) not move it to another location whether owned by Seller or a third party, without the prior written consent of Buyer, except in the case of an emergency, Seller may move the Tooling property provided that it gives Buyer notice that the Tooling has been moved and the location of the Tooling as soon as reasonably practicable. Seller shall indemnify Buyer against any claim adverse to Buyer's ownership of the Buyer-owned Tooling, except as such claims may result from any acts or omissions of Buyer. To the extent permitted by law, Seller waives its right to object to the repossession of the Buyer-owned Tooling by Buyer in the event Seller is involved in bankruptcy proceedings. While in its possession, Seller, at Seller's expense, shall maintain the 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 and repair of the Buyer-owned Tooling is Seller's responsibility. Title to any modifications, changes or accessions to Buyer-owned Tooling shall vest in Buyer regardless of whether Buyer has reimbursed Seller for such modification, changes or accessions. Seller shall keep such records in relation to the Buyer-owned Tooling as Buyer may reasonably require. None of the Buyer-owned Tooling shall be used in the production, manufacture or design of any goods or materials except to the order of Buyer. Seller shall not sell or otherwise dispose of any product using Buyer-owned Tooling to any party other than Buyer except where specifically authorized by Buyer in writing. Seller's responsibility continues beyond the expiry date of the related parts Purchase Contract. If the Buyer-owned Tooling is not utilized to produce any parts for Buyer for a period of two years, Seller shall so notify Buyer and request instructions as to the disposition of the Buyer-owned Tooling. If Seller subcontracts all or any portion of the manufacture of the Buyer-owned Tooling, Seller shall so notify Buyer in advance and obtain for Buyer all of the rights contained in this Section 30 from each such subcontractor used by Seller.

买方应承担的模具或其任何部分（“买方所有模具”）的一切权利、所有权及利益应在根据采购合同获取或制成时转移给买方。采购合同期间，所有该类买方持有的买方所有模具应视为受托财产，且不得视为卖方不动产的固定成分或部分。卖方将（i）于卖方房产适当安置并维护该财产；（ii）将其显著标记为买方财产；（iii）限制将其混入卖方财产或第三方财产，以及（iv）为保证该等财产免受损失或损坏进行适当保险和（v）未经买方事先书面同意，不将其移至卖方或第三方所有的另一地点，出现紧急情况，且卖方已在实际可行之时尽早就移动模具与模具移动地点通知买方的除外。卖方应就对买方所有模具的买方所有权造成不利情况的索赔进行赔偿，由买方行为或疏忽导致

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的该等索赔除外。当卖方参与破产程序时，将在法律允许的范围内放弃反对买方重新取得卖方所有模具的权利。当卖方持有买方所有财产时，应自负费用维持其一流状态；同时，若有部件损失、毁损或破旧报废，卖方应立即更换。所有经过修复或更换的买方所有模具应为买方财产。买方所有模具的磨损及对其进行修复为卖方责任。对买方所有模具的任何修改、变动或增益的所有权均应归属于买方，无论买方是否就该等修改、变动或增益补偿卖方。因买方可在合理范围内索要与其所有模具相关的记录，卖方应保存该记录。买方所用模具不得用于除买方订单之外的任何商品或材料的生产、制造或设计。卖方不得向除买方之外的其他方出售或以使用买方所有模具的方式处理任何产品，买方另有书面授权的情况除外。采购合同相关部分到期后，卖方责任继续有效。若在两年期限内，买方所有模具未被用于生产任何买方所需部件，卖方应将此情况通知买方并请求买方就如何处置买方所有模具作出指示。卖方若将买方所有模具制造的全部或部分工作进行分包，应提前通知买方并为买方从卖方聘请的各分包商处获取第 30 条所列权利。

31. TOOLING INVOICES, PAYMENT FOR BUYER-OWNED TOOLING

模具发票及为买方所有模具付款

To the extent permitted by applicable 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 subcontractor(s) used by Seller to produce the Buyer-owned Tooling that are covered by such payments and Seller agrees to hold such payments as trustee in express trust for such subcontractors until Seller has paid the subcontractors in full for the Buyer-owned Tooling. Seller acknowledges and agrees that its subcontractor is an intended third party beneficiary of the terms of this section relating to the express trust and as such, the tooling subcontractors shall have the right to enforce these terms directly against Seller in their own name. Seller agrees that Buyer has no obligation to Seller or Seller's tooling subcontractor under this section other than making the payment to Seller in accordance with a Purchase Contract. In the event Seller's tooling subcontractor brings an action against Seller under this section, Seller agrees that it will not join Buyer in any such action.

买方明确表示：在适用法律允许范围内，其为买方所有模具支付的任何款项均应为卖方所聘分包商（为生产上述款项所涵盖的买方所有模具而聘请的分包商）利益而进行托管，且卖方同意作为托管人为分包商保管上述款项，直到卖方已就买方所有工具向分包商进行全额支付。卖方承认并同意：其分包商为受益于本条条款明示信托的拟定第三方，正因如此，工具作业分包商应有权以其自身名义对卖方形式上述条款。卖方同意：除根据采购合同向卖方付款外，买方不对卖方或卖方根据本条所聘工具作业分包商承担义务。若卖方所聘工具作业分包商根据本条起诉卖方，卖方同意不会在任何诉讼过程中加入买方。

32. CJLR Payment Terms

CJLR 支付条款

(a) General 综述

The standard method of payment for all Seller liabilities is by wire transfer (T/T). This is the Buyer's preferred method of making payments. Alternative methods of payment may be permitted unless otherwise agreed in writing between the Buyer and Seller.

标准付款方式为电汇（T/T）。该方式为买方首选付款方式。可允许替代付款方式，买方与卖方另有书面协议则除外。

(b) Payment Terms 支付条款

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(i) All payments due to the Seller hereunder, including, but not limited to payments for goods or services, shall be paid to the Seller in [specify type of currency] by wire transfer (T/T) or any other method agreed between the Buyer and the Seller, to such bank or account as Supplier may from time to time designate in writing.

卖方在本协议项下的所有应收款项（包括但不限于支付商品或服务的款项）应以[指定的货币类型]，通过电汇（T/T）或其他买方与卖方约定的方式付至卖方书面指定的银行或账户。

(ii) The Seller shall send the properly-issued invoice to the Buyer pursuant to the payment schedule, and payment will be made within 60 calendar days upon receipt of such invoice and acceptance of the delivery by the Seller according to the Terms and Conditions.

卖方应根据付款日程表，将妥善开出的发票寄送买方。同时，买方收到该发票并根据条款和条件接收交付物后，应于60个日历日内付款。

(iii) Payments that are due to dates that fall on a weekend or public holiday will be made on the next business day.

将于周末或公定假日到期的款项应于下一个营业日支付。

(iv) In the event that the Seller is not a mainland Chinese entity, Payment by the Buyer to non-mainland Chinese entities shall comply with applicable foreign exchange regulations of the P.R.C., the Seller shall be responsible for any payment delay or payment prohibition caused by foreign exchange regulations incompliance.

若卖方并非中国大陆实体，买方向非中国大陆实体付款时应遵守适用的中华人民共和国外汇管理条例，若因违反外汇管理条例造成付款延误或禁止，责任由卖方承担。

(v) No increase in the price may be made (whether on account of increased material, labor or travels cost, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer

未经买方事先同意，价款不得增加（无论是否由于材料增加、劳动力或差旅费用、汇率波动或其他原因）。

[chopping/signatures on next page]

[下页为盖章/签字页]

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奇瑞捷豹路虎汽车有限公司
Chery Jaguar Land Rover Automotive Co., Ltd.

盖章 CHOP

奇瑞捷豹路虎汽车销售有限公司
Chery Jaguar Land Rover Automotive Sales Co., Ltd.

盖章 CHOP

若卖方为中国公司 If the Seller is a Chinese company:

公司名称: [.....]
 Name of the company: [.....]

盖章 CHOP

若卖方为外国公司 If the Seller is a company incorporated outside of P.R.C.:

授权签署
 Duly authorized for and on behalf of


Name of the company [.....]

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:

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	非生产采购总条款和条件	

附件1. Annex1.

修订历史 Revision History:

版本号 Version	修订日期 Date of Revision	修订内容 Changes from Previous
V1	2013-01-01	初版发布 Initial Release
V2	2013-07-18	取消奇瑞捷豹路虎采购部VP/EVP签署要求 Canceled CJLR purchasing VP/EVP signature requirement
V3	2014-08-28	1)修改条款 39(d) 披露时间 卖方若为上市公司,将在其经适用法律及证券交易所规定允许之时,依据本协议第 20 (c) 款约定向买方提供财务报告。Revise clause 39(d) Time of Disclosure If the Seller is a publicly traded company, the Seller will provide Financial Reports to the Buyer under Section 20 (c) at the time it is permitted to do so under applicable law and the rules of the appropriate stock exchanges. 2)条款 24(d)关于索赔术语修订 Clause 24(d)claim description revise.
V4	2015-06-01	1) 条款27 删除支付条款中“与该电汇相关的一切已发生费用应由卖方承担” All cost incurred in connection with such wire transfer shall be the responsibility of the seller 2) 删除原版本中“若英文版本和中文版本有冲突,以英文版本为准” Delete" in case of any conflict between english version and chinese version, english version shall prevail.
V5	2015-06-24	增加条款 2 修订内容: (d) 买方随时可能对合同相关文件进行修订(含发布新的网络指南和补充条款和条件)。如果存在不同的修订版本,买方应在非生产采购总条款和条件主页上进行公布,并在主页上声明其制定了不同的修订版本。卖方应定期访问此主页,以了解买方公布的任何修订版本的详细内容。修订后的合同相关文件对卖方具有约束力,除非卖方在合同相关文件公布后 21 天内向买方发出书面异议通知。此主页应指明修订版本的生效日期,同时,此类修订版本应适用于在此生效日当日或之后释放的所有采购合同(除非卖方如上所述发出了书面异议通知)。 Add clause 2 modifications: (d) The Buyer may make revisions to the contract related documents (including release of new Web-Guides and Supplemental Terms and Conditions) from time to time. If there are revisions, the Buyer will publish them on the Non Production Global Terms and Conditions home page and highlight, on that home page, that revisions have been made. The Seller shall regularly check the home page for details of any revisions having been published. Unless the Seller sends a written notice of objection to the Buyer within 21 days of any revision to the contract related documents being published the revised contract related documents

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		shall be binding on the Seller. The home page will identify the date on which the revisions will become effective and (unless the Seller has provided a written notice of objection as detailed above) such revisions shall apply to all Purchase Contracts which are issued on or after that date.
V6	2016-02-19	增加“奇瑞捷豹路虎汽车销售有限公司”的盖章要求 Add “Chery Jaguar Land Rover Automotive Sales Co., Ltd.” Chop requirement.
V7	2016-05-25	增加 25(b) “反贿赂反腐败合规条款” Add clause 25(b) “ANTI-BRIBERY AND ANTI-CORRUPTION COMPLIANCE”