

	<b>Non-Production Supplemental GTC</b>	 JAGUAR
	非生产采购补充条款和条件	 — 奇瑞·捷豹路虎 —

**SUPPLEMENTAL TERMS AND CONDITIONS**  
补充条款和条件

**FOR EQUIPMENT UNDER NON-PRODUCTION GOODS AND SERVICES**  
非生产性商品和服务项下的设备

	<b>Non-Production Supplemental GTC</b>	 JAGUAR LAND ROVER — 奇瑞·捷豹路虎 —
	非生产采购补充条款和条件	

**GENERAL**

**通则**

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 Equipment and services from the supplier to Chery Jaguar Land Rover Automotive Co., Ltd.

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设备和服务。

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 contracts issued to you as the Seller of Equipment ("Equipment") and its services ("Services"). The term "Supplies" includes both Equipment and Services. Purchase Contracts and other associated

	<b>Non-Production Supplemental GTC</b>	 <b>— 奇瑞·捷豹路虎 —</b>
	<b>非生产采购补充条款和条件</b>	

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.

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）就卖方设备（“设备”）及其服务（“服务”）出具的相关单据应适用于出具给您的所有合同。术语“产品”应包括设备和服务。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综合采购合同、通知或由买方向卖方出具的类似文件。

## **1. OFFER, ACCEPTANCE**

### **要约、承诺**

(a) A Purchase Contract is an offer to Seller by Buyer to enter into the purchase and supply agreement it describes. Seller's commencement of work there under will constitute acceptance of the offer.

采购合同为买方向卖方做出的要约，以就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 reference to such modifications. 承诺明确地限于买方的要约条款。除非另有协议，一旦承诺，该采购合同及该条款和条件将构成采购协议完整及专有的陈述。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，其不应构成协议的组成部分。

## **2. SUBJECT UNDER PURCHASE CONTRACT**

### **采购合同下的标的**

The Seller is responsible for design, manufacturing, shipment, installation, commissioning and technical service of Equipment (see" Technical agreement" for detail.)

卖方负责设备的供货(以下简称“设备”，详细内容见技术协议)，包括设计、制造、运输、安装、调试及技术服务。

The Purchase Contract consists of following Appendixes:

采购合同包含以下附件：

Technical Agreement, List of Supply, NDA, Global Terms& Conditions for Non-Production Goods and Services, Supplemental Terms and Conditions for Equipment under Non-Production Goods and Services

技术协议、供货清单、保密协定、非生产性商品和服务总条款和条件，非生产商品和服务项下的设备的补充条款和条件。

The Seller is responsible for the accessories, tools, special parts and spares for the above-mentioned Equipment, detailed information as per Appendix of Purchase Contract.

卖方提供随机附件、工具、特殊附件和备件，详见采购合同附件。

The Seller agrees to provide and deliver the technical document and operation manual of the above-mentioned Equipment necessary and sufficient for repair and maintenance.

卖方提供上述设备、安装、调试、修理、保养等用的充分必要的全套技术资料及使用说明书。

	<b>Non-Production Supplemental GTC</b>	 JAGUAR LAND ROVER - 奇瑞·捷豹路虎 -
	非生产采购补充条款和条件	

The Seller agrees to provide technical support and service, including after sales service, Equipment service, training for the Buyer's personnel.

卖方提供技术支持和服务,包括售后服务、设备维修、买方人员的培训等。

**3. INSTALLATION&COMMISSIONING AND TRAINING**

**安装调试及培训**

- (a) The Seller is responsible for installation and commissioning of the Equipment. During installation and commissioning, all traveling and accommodation expenses of the Seller's engineers are borne by the Seller. The Buyer will provide the Seller's engineers the living and working convenience.  
 卖方负责设备安装及调试,在安装及调试期间,所有卖方人员差旅费及食宿费由卖方承担,买方为卖方工程师提供生活和工作便利。
- (b) The Seller shall send engineers to the Buyer's factory for installation within 10 working days from the Buyer's designated fax confirming the site is ready for installation. The installation and commissioning time for Equipment should be finished within the estimated period. The installation time is defined as from the date of first installation to that of the final acceptance signed by both parties.  
 卖方工程师在收到买方确认设备具备安装条件已具备的传真后 10 个工作日内到达买方工厂进行安装及调试,并保证在预计时间内完成设备的安装调试。上述安装调试时间均为开始安装之日起到双方签署验收报告之日止。
- (c) All installation and commissioning costs and responsibility are borne by the Seller. The Buyer will provide the necessary assistances, including qualified technicians.  
 安装及调试费用及责任由卖方承担。买方协助提供设备调试所有必要的协助,包括称职的技术人员。
- (d) The Seller is responsible for all the necessary tools and instruments for the installation and commission.  
 安装调试所需工具、仪器由卖方自备。
- (e) Training: The Seller agrees to provide training to the Buyer's engineers. Detailed information referred to in appendix of Purchase Contract.  
 培训:卖方负责培训买方操作人员,具体详见采购合同附件。

**4. INSPECTION AND ACCEPTANCE**

**检验及验收**

Before dispatching the Equipment, the Seller shall perform a complete and detailed inspection of quality, specification, performance and quantity, at the same time issue certificate of quality and report of inspection to certify that the Equipment is conformed to the stipulations of the Purchase Contract. This certificate is not the final document for the quality, specification, performance and quantity of the Equipment. The Seller must attach the inspection result to certificate of quality.

卖方必须在交货之前对设备质量、规格、性能,进行全面的检验,并签发质量证明书和详细的预验收报告,证明合同标的物符合采购合同规定。此证明书不作为采购合同标的设备质量、规格、性能的最后依据,卖方必须将检验结果的书面报告附在质量证明书中。

	<b>Non-Production Supplemental GTC</b>	 JAGUAR LAND ROVER - 奇瑞·捷豹路虎 -
	非生产采购补充条款和条件	

Within 60 days after the Equipment have arrived at the destination, the Buyer reserves the right to apply China Entry-exit Inspection and Quarantine Bureau (Inspection Bureau) or another authoritative quality inspection organization to perform a complete inspection to the quality, specification, quantity of the equipment and issue an inspection certificate. Should the quality, specification, and quantity of the Equipment are found seriously not in conformity with the Purchase Contract, the Buyer reserves the right to reject the Equipment and to ask the Seller for claims within 3 months from the official issuing date of the inspection certificate

在设备抵达之后 60 天内，买方有权请中国出入境检验检疫局（以下简称商检局）或其他权威质检组织就合同标的设备的质量、规格和数量进行彻底检验并签发检验证明书。如果检验发现设备的质量、规格和数量与合同严重不符，买方有权拒收设备，并在该等组织签署商检证明后三个月内向卖方索赔。

The Buyer reserves the right to take part in the Pre-acceptance in Seller's facility. The Seller should provide training according to the Purchase Contract free of charge, the content of the training as per Appendix of Purchase Contract. If the Buyer does not take part in the Pre-acceptance, the Seller should submit the result of the Pre-acceptance for the Buyer's approval. The Seller can only ship the Equipment when they receive the approval. The Pre-acceptance procedures and process should contain all the technical terms and conditions of the Purchase Contract.

买方保留到卖方的设备制造工厂进行预验收的权利，在预验收时，卖方免费对买方人员进行培训(详见采购合同附件)，如果买方不参加在设备制造厂的预验收，卖方应将预验收报告提交买方，经买方书面确认后，方可发货，预验收内容为采购合同中规定的所有技术条款。

After the successful installation and commissioning of the Equipment, and training, the Buyer and the Seller will inspect and accept the Equipment according to the Purchase Contract, After the Equipment have been accepted, the final acceptance certificate shall be signed by the authorized representatives of the Parties.

卖方完成标的设备安装调试及培训工作后，双方按采购合同进行终验收，在确认所有要求达到以后，由双方授权代表签署最终验收报告。

Should the quality and specification of Equipment are not conformed to stipulations of the Equipment, or the Equipment is found to have defects, including inherent defects , at any time within its life cycle, with the exception of the normal wear and tear, the Buyer shall request to the Inspection Bureau or another authoritative quality inspection organization for inspection. Based on the inspection certificate, the Seller agree that the Buyer has the right of indemnification against the Seller in accordance with laws and regulations.

如果在生命周期内任何时候发现设备的质量和规格与采购合同规定不符或设备被证明有缺陷，包括内在缺陷，买方将安排商检局或其他权威质检组织检验，卖方同意买方有权依据检验报告向卖方依法索赔。

## 5. CLAIMS

### 索赔

Should the quality of the Equipment is seriously not conformed to the Purchase Contract and is of the responsibility of the Seller and the Buyer has asked for claims. After the agreement from the Buyer, the Seller shall replace any defected parts with new parts which are conformity with the specification, quality, and function of the Purchase Contract, and bear all the loses and expenses happened to Buyer. The warranty period for any replacement parts shall be extended accordingly.

	<b>Non-Production Supplemental GTC</b>	 JAGUAR LAND ROVER 奇瑞·捷豹路虎
	<b>非生产采购补充条款和条件</b>	

如果卖方对设备与采购合同规定严重不符负有责任,且买方提出索赔时,卖方在征得买方同意后,用符合采购合同规定的规格、质量和性能的新部件替换有瑕疵部件,并承担买方所遭受的一切直接损失和费用。新替换部件的保质期须相应的延长。

If the quality of the Equipment is still not conformed to the Purchase Contract seriously after the Seller has replaced the defective parts, with instruction from the Buyer, the Seller shall settle the claims in one of the two following methods:

如果替换有瑕疵部件后,设备仍严重与采购合同规定不符,根据买方指示, 卖方后须按下列两种方法之一赔偿买方损失。

The Equipment shall be devalued according to the level of nonconformance and damage of the Equipment. 按照设备质量低劣程度、损坏程度和买方蒙受损失金额将设备贬值。

The Seller shall replace the material defective Equipment with new Equipment that will comply with the stipulations of the Purchase Contract. All expenses and losses suffered by the Buyer including but not limited to inspection charges, freight for returning the defected Equipment and for sending the new Equipment, insurance, storage, loading and unloading charges is to be borne by the Seller. The warranty period for any replacement parts shall be extended accordingly.

同意卖方用新的设备更换与采购合同规定严重不符的设备,并承担因更换设备给买方造成的一切损失和费用,包括但不限于检验费用、运费、保险费、仓储、码头装卸以及监管保护所退合同标的物的一切其它费用。新替换部件的保质期须相应的延长。

If the quality of the Equipment is materially not conformed to the Purchase Contract, the Buyer may, at its sole discretion, cancel the Purchase Contract and the Seller shall return, within one month upon written notice of the Buyer, the total price to the Buyer in the same currency, and also bear the interest, other bank expenses, and other losses.

如果设备与采购合同严重不符, 买方可以其完全的自由裁量取消采购合同, 卖方应将所退设备的金额用采购合同规定的货币在买方书面通知取消采购合同一月内偿还买方, 并承担利息、银行费用和其它损失。

If the Seller fails to respond within 30 days after receipt of the claim made by the Buyer needing a response from the Seller, the claim shall be construed as having been accepted by the Seller.若卖方在收到买方需要卖方回应的索赔书后 30 天内未答复,则视为卖方接受索赔。

The Seller agrees to hold the Buyer and/or its assignees harmless in case of IP infringements arising from or in connection with the Equipment under the Purchase Contract.

卖方同意在因本采购合同项下设备引起或有关的知识产权侵权中使买方和其受让人不受到伤害。

Except Force Majeure, should the Seller fail to make delivery in time as stipulated in the Purchase Contract,the Seller agrees to pay a penalty which may be deducted by the paying bank from the payment. The rate of penalty is charged at 1% of total contractual price for every seven days, odd days less than seven days should be counted as seven days. However, regardless of any provisions stipulated in the aforementioned clauses, This penalty is based on the understanding that Buyer's regular production and business operation shall not be

	<b>Non-Production Supplemental GTC</b>	 - 奇瑞·捷豹路虎 -
	非生产采购补充条款和条件	

prejudiced due to the Seller's delayed delivery. If aforementioned delay lasts for fifteen days, the Buyer is entitled to terminate the Purchase Contract. If the design is not accepted and the corrective action and subsequent acceptance are not completed within twenty days after notice informing the failure of acceptance, the Buyer is entitled to terminate the Purchase Contract. In case that the Buyer terminate the Purchase Contract in accordance with this clause, the Seller shall, (a). Provided Buyer's written requirement is duly issued, immediately transfer (and provide any and all necessary assistance) the production of the Supplies (including but not limited to, all finished Equipment, work in process, and parts and materials produced or acquired for the work under a Purchase Contract (Buyer may acquire possession at its option)) to the supplier designated by the Buyer; in absence of such written requirement: i)refund any and all payment(s) already received within 20 days after termination date specified in the termination notice;ii)take back, at its own risk and cost, any and all Supplies not retained by Buyer at time(s) and place(s) designated by Buyer;(b). within 3 days upon notice(s) from the Buyer, promptly reimburse the Buyer the additional costs and expenses incurred resulting therefrom, including but not limited to the price difference of Supplies (including but not limited to imported Equipment, parts, urgent transport), transportation fee and labor costs. The foregoing reimbursement obligation of the Seller shall continue until a substitutive supply source reselected by the Buyer can meet all the requirements of Buyer without bringing any extra cost, damages or losses to the Buyer.

不可抗力除外，因卖方单方面原因造成的合同条款的延期发货，卖方同意可从支付银行的付款中扣除罚款，每超过一星期，罚款按合同总金额的 1%计。不足七天的按七天计算。但是，无论前述条款如何规定，本罚款是基于卖方的延期发货不应导致买方的正常生产经营受到任何影响的理解。如上述延期超过十五日，买方可终止采购合同。如设计未能通过验收且未能在买方给出未通过验收通知后二十日内修改并通过其后的验收，买方可终止采购合同。若买方根据本条款终止采购合同，（1）、以买方合法地发出书面要求为前提，卖方应立即将产品（包括但不限于所有制成品、在制品以及为采购合同项目生产或取得的部件或材料（买方可选择获取））生产转给（且提供任何必要协助）买方指定的其他供应商；如买方未发出书面要求：i)卖方应在终止通知中指定的终止日开始的 20 天内将任何及所有的已收到的款项退还给买方；ii)自付费用自担风险在买方指定的时间和地点取回任何及所有买方不要的产品；（2）、对于买方因此所承担的额外费用，包括但不限于产品的差价(包括但不限于采用进口设备、零件以及紧急运输)、运费及人工费，卖方应在买方发出通知后的三天以内，对买方给予补偿，且卖方的该补偿义务只有在买方重新选定的供应渠道能够满足买方的所有要求并且不会给买方造成任何额外支付、损害、损失时才终止。

**6. DELIVERY DATES AND OWNERSHIP**

**交付日期及所有权**

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. In case that advance payment is made by the Buyer without bank guarantee, the Seller agrees that the Buyer shall have a fractional ownership (but without transfer of risk), before delivery, to the Equipment proportional to the payment already made.

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。如果买方在无银行保函情况下支付了预付款，卖方同意买方就该设备按其支付预付款的比例在交付前享有部分所有权(但不转移风险)。

**7. PACKING, MARKING, AND SHIPPING**

**包装、标记、装运**

	<b>Non-Production Supplemental GTC</b>	 JAGUAR LAND ROVER - 奇瑞·捷豹路虎 -
	非生产采购补充条款和条件	

- (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 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 Seller 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、标记和装运(视情况而定)。对装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。卖方应付还买方因卖方不恰当的包装、标记、运送线路或装运而导致的所有费用
- (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、选择运送线路和装运以保证买方最经济的运价
- (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、或装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 14.
- 若卖方未能满足采购合同中的装运要求，买方可要求通过更迅捷的运输方式对产品进行装运，且卖方承担该等运输成本差价，但由第 14 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。在装运产品前，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。

	<b>Non-Production Supplemental GTC</b>	 JAGUAR LAND ROVER — 奇瑞·捷豹路虎 —
	非生产采购补充条款和条件	

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

卖方应遵循采购合同上所述的“环保要求”。

**8. SHIPPING DOCUMENTS**

**装运单据**

- (i) Bills of Lading and Advice Notes must accompany each material shipment. In all other respects Seller shall conform to Buyer's applicable Material Shipping Guide.

各材料装运必须附有提单和交货通知书。在所有其它方面，卖方应遵守买方适用物料装运指南的规定。

- (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 contract.

通常，除非经双方另行书面同意，买方物料装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.

卖方每次装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。对于整车装运，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。

**9. Rights to Cure**

**补救权利**

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

	<b>Non-Production Supplemental GTC</b>	 - 奇瑞·捷豹路虎 -
	非生产采购补充条款和条件	

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。

## 10. WARRANTY

### 保证

(a) **Seller Warranty for Equipment** .The Seller warrants that during the applicable Warranty Period (as defined in this Section 10(b)) the Equipment will:

卖方对设备的保证卖方保证适用于保证期内（根据本协议第 10（b）款），设备应：

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

在所有方面均遵守关于买方提供、规定或批准的设备的图纸、规格、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 Equipment are to be provided;

有效地遵守设备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，即使该设计或规格已通过买方批准；

(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 Equipment 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设备应该或合理期望执行的环境。

(vii) Furthermore, if software is concerned:

此外，若涉及软件：

	<b>Non-Production Supplemental GTC</b>	 JAGUAR LAND ROVER - 奇瑞·捷豹路虎 -
	非生产采购补充条款和条件	

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

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;

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格、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设备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 Equipment and/or Services.

违反保证的索赔 即使买方已经接收全部或部分设备和/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。

**Further warranty**

**If Equipment is not in normal operation, that the machine is down in the warranty period and the fault is due to the Seller or Equipment itself, the warranty period shall be extended according to the actual number of days for repairing.**

	<b>Non-Production Supplemental GTC</b>	 JAGUAR LAND ROVER - 奇瑞·捷豹路虎 -
	非生产采购补充条款和条件	

其它保证 在质量保证期内,如果由于卖方过错或合同标的设备自身的原因造成设备不能正常运行,质量保证期将按停机和修理实际发生的天数向后顺延。

During the warranty period, if the machine is not in normal operation and the reason is due to the fault of Seller, the Seller shall reply within 12-24 hours from receipt of the Buyer's notice and dispatch engineer to the Buyer's factory. The costs for the Seller's engineer and any replacement part are at the Seller's responsibility.

在质量保证期内,如果由于卖方过错造成设备不能正常运行,卖方在接到买方通知后 12-24 小时内给予答复并按买方要求派出技术人员到买方工厂进行维修,由卖方承担维修、更换部件以及其维修人员差旅费等一切费用。

The Seller is responsible for all maintenance and repairing service of Equipment required by the Buyer after the warranty period. The Buyer pays the costs of replacement parts, service costs and personnel costs within one month upon successful repairing.

在质量保证期外,卖方负责买方所要求的标的设备的终身维修,买方在成功维修后一个月内支付更换零件或服务的费用。

All new Equipment including hardware and software manufactured by the Seller is warranted for a period of 12 months from the date of Final acceptance, All the Special requirement should be in conformity with the technical agreement ; If warranty is delayed due to the Seller's reason, then warranty will be extended accordingly. final acceptance of the Equipment shall be made at the Buyer's factory ( service parts price defined in the appendix ) . 按照终验收日期开始 12 个月,所有特殊要求以技术协议为准; 卖方对所有设备 (包括卖方生产的硬件和软件) 提供质保期; 如果由于卖方的原因影响验收, 则质保期顺延。终验收在买方工厂进行 (备件价格见附件) 。

## 11. 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>Non-Production Supplemental GTC</b>	 JAGUAR LAND ROVER - 奇瑞·捷豹路虎 -
	非生产采购补充条款和条件	

## 12. 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 12 (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 12 (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.  
审计任何设备或工序, 以决定其是否符合采购合同的要求。

Any examination under this Section 12 (a) will be conducted during normal business hours and upon advance written notice to the Seller.

该 12 (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 12 (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 12 (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。

(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 12 (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 12 (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。

	<b>Non-Production Supplemental GTC</b>	 - 奇瑞·捷豹路虎 -
	非生产采购补充条款和条件	

(d) Time of Disclosure If the Seller is a publicly traded company, the Seller will provide Financial Reports to the Buyer under Section 12 (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 12 (c)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 12 (c) as confidential.

保密性 买方有义务对依据第 12 (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。

### 13. **ASSIGNMENT**

#### 转让

Seller will not assign or delegate all or substantially all of its substantive duties under a Purchase Contract, 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。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。

### 14. **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. 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 Equipment, 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 labour 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 labour disruption or slowdown resulting from the expiration of the labour contract.

	<b>Non-Production Supplemental GTC</b>	 <b>JAGUAR</b> <b>LAND ROVER</b> - 奇瑞·捷豹路虎 -
	<b>非生产采购补充条款和条件</b>	

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所引起的违约负责。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。

**15. 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。

**16. COMPLIANCE WITH LAW**

**遵守法律**

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.

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。

**17. RESOLVING DISPUTES**

**争议解决**

(a) Litigation/Arbitration For all disputes arising out of or in connection with the present Agreement: Provided the Seller is a Chinese company, either party will initiate litigation at the court where the Buyer's legal address is located.

Provided the Seller is a company incorporated outside of P.R.C.: The dispute 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.

	<b>Non-Production Supplemental GTC</b>	 JAGUAR LAND ROVER - 奇瑞·捷豹路虎 -
	非生产采购补充条款和条件	

Three arbitrators shall be selected and the award shall be final and binding with any and all legal costs borne by the losing party.

**诉讼/仲裁** 由当前协议引起，或与当前协议相关的所有争议：

若卖方是中国公司，任何一方应向买方所在地法定地址所在地有管辖权法院提起诉讼。

若卖方是在中国之外注册的公司：

争议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。

(b) Governing Law the Purchase Contract will be governed by the laws of the Buyer's principal place of business 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买方主要营业地法律，不考虑任何可能适用的冲突法规定。

(c) Effect on Buyer's Rights the dispute resolution processes specified in Sections 17 (a) and 17 (b) are not preconditions to the exercise by the Buyer of any of its rights or remedies under the Purchase Contract or applicable law. The Buyer's exercise of its rights will not, however, affect either party's obligations to comply with the requirements of this Section 17.

对买方权利的影响 第 17 (a) 至第 17 (b) 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 17 条要求的义务。

## 18. SEVERABILITY; LANGUAGES; EXECUTION

可分割性；语言；签署

(a) 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。

(b) 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，总经理或等同职位人员未经合法授权签字行为将是欺诈。

*[chopping/signatures on next page]*

*[下页为盖章/签字页]*

	<b>Non-Production Supplemental GTC</b>	 JAGUAR LAND ROVER - 奇瑞·捷豹路虎 -
	非生产采购补充条款和条件	

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

公司名称: [..... ]  
 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: .....

	<b>Non-Production Supplemental GTC</b>	 JAGUAR LAND ROVER - 奇瑞·捷豹路虎 -
	非生产采购补充条款和条件	

**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	2013-07-08	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	对条款5“索赔”条款做修订 Make revision for Clause 5 “Claims”
V4	2015-06-01	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.