

欧瑞康传动系统（苏州）有限公司
OERLIKON DRIVE SYSTEMS (SUZHOU) CO., LTD
采购条款和条件
TERMS AND CONDITIONS OF PURCHASE

1. 范围和接受 SCOPE AND ACCEPTANCE

- 1.1 本条款和条件适用于欧瑞康传动系统（苏州）有限公司（“欧瑞康”）发出的所有书面采购订单及其修订（统称为“订单”）。拟根据订单提供的所有货物和（无论是否附属于货物采购的）服务均属于“货物”。

These Terms and Conditions apply to all written purchase orders and amendments thereto (collectively referred to as “Order”) issued by Oerlikon Drive Systems (Suzhou) Co., Ltd (“ODSS”). All goods and services (whether or not ancillary to a purchase of goods) to be provided under an Order are included in the term “Goods”.

- 1.2 卖方同意，其书面接受或开始订单项下的任何工作或服务，即构成其承诺遵守本条款和条件。卖方提出的或在其任何文件中援引的不同于本条款和条件或在本条款和条件以外附加条件的所有条款和条件，欧瑞康均不予接受并明确拒绝，不得构成订单的一部分。

Vendor agrees that Vendor’s written acceptance or commencement of any work or service under the Order shall constitute Vendor’s acceptance of these terms and conditions only. All terms and conditions proposed by Vendor or referenced in any document from Vendor which are different from or in addition to these Terms and Conditions, are unacceptable to ODSS, are expressly rejected by ODSS, and shall not become a part of the Order.

- 1.3 在任何情况下，订单均不创建或证明任何合伙、合资或其他关系。

Under no circumstances does any Order create or evidence any partner, joint-venture, or other relationship.

- 1.4 接受订单，意味着接受供报价的图纸和所有相关技术文件。除非（通过卖方报价中的尺寸和特征或其他书面形式）明确说明，卖方同意提供完全符合图纸和所有相关技术文件要求的货物。

Acceptance of the Order signifies acceptance of all the drawing and specifications provided for quote. Unless explicitly stated (by dimension and feature on the Vendor quote or other written form) the Vendor agrees to provide a part completely to print.

- 1.5 卖方应通过签署订单（包括其价格文件）确认订单。不是在欧瑞康印制的订单上进行的订单接受，不视为订单确认。如果欧瑞康确定了从卖方接收订单确认书的最终期限，而在该期限届满时未收到订单确认书，则订单自动失效。

Confirmation of an Order shall be made by Vendor by countersigning a copy of the Order, including financial ones. Order acceptance on printed forms other than those of ODSS shall not be deemed to be a confirmation. Should ODSS fix a deadline for the receipt of the Order confirmation from the Vendor and should ODSS do not receive such Order confirmation when such deadline expires, the Order will automatically become void.

- 1.6 此外，可能导致对欧瑞康收取罚款的任何规定，应视为被明确拒绝，不构成订单的一部分，除非欧瑞康明确书面接受并签署。

Moreover, any provision which may result in a penalty being imposed on ODSS shall be considered expressly refused and will not be considered any part of the Order unless

explicitly accepted in writing and duly signed by ODSS.

2. 交货和开具发票 DELIVERY AND BILLING

2.1 交货条款 Delivery Terms

2.1.1 除非另有约定, 卖方应在订单上注明的日期交货。欧瑞康没有义务接受提前交付、延迟交付、部分交付或超额交付货物。总括订单可通过特别说明要求以电子数据交换 (EDI)、传真等形式确定交货条款。

Except where otherwise noted, delivery is expected at date noted on Order. ODSS is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries. Special notation on blanket Orders may require additional releases in form of EDI, fax, etc.

2.1.2 如果以总括订单下单, 买方将根据货物需求提供交货指令。该交货指令将确定交货截止日期。

If the Order is on a blanket Order, a special release will be provided upon request of parts. This release will provide the delivery due date.

2.1.3 如果订单被确定为总括订单, 或以其他方式规定根据欧瑞康的书面指令交货, 则卖方不得制造或组装任何货物, 或购买所需的材料, 或装运任何货物, 除非在该等书面发布授权的或订单指明的最低制造和交付数量范围内。欧瑞康可以向卖方退回多交的货物, 所有的包装、处理、分拣和运输费用由卖方承担。

When an Order is identified as a Blanket Order or deliveries are otherwise specified to be in accordance with ODSS written releases, Vendor shall not fabricate or assemble any Goods nor procure required materials, nor ship any Goods except to the extent authorized by such written releases or provisions of the Order specifying minimum fabrication and delivery quantities. ODSS may return over-shipments to Vendor at Vendor's expense for all packing, handling, sorting and transportation charges.

2.2 交付货物的所有权转移 Delivery Goods Title Passing

2.2.1 除非另有说明, 交货目的地见订单。卖方承担全部风险, 直到货物在欧瑞康的收货地点验收和签收。

Except where otherwise noted, delivery destination is expected on Order. Vendor takes full responsibility for all risks until Goods are inspected, accepted and signed for at ODSS's dock.

2.2.2 全部货物的所有权将于订单日或订单货物生成之日 (以较早者为准) 归属于欧瑞康。订单货物生成日不迟于卖方取得或开始制造货物之日。灭失风险不受所有权转移约束。

Title to all Goods shall vest in ODSS the earlier of the date of the Order and the identification of the Goods to the Order. Identification shall occur not later than the date Vendor acquires or begins manufacture of the Goods. Risk of loss shall not be governed by transfer of title.

2.2.3 除了正常的订单外, 考虑到轴承类产品的制造周期较长需要 60 到 90 天的备产, 欧瑞康还应对发给供应商的书面采购预期或计划负责。并且针对双方合作的产品, 因欧瑞康项目或市场的变化引起该项目停止或结束, 欧瑞康有责任提前三个月或以上通知卖方。

2.3 包装 Packaging

2.3.1 所有货物应妥为包装以确保安全运至欧瑞康。包装结构、材料等的变更, 必须经

欧瑞康事先批准。卖方应按“供应商质量手册”的相关要求在每个包装上标记该货物相关信息。

All Goods shall be packaged in a way to ensure safe passage to ODSS. Any change to packaging structure, material, etc. must be approved in advance by ODSS. Vendor shall mark each package with all requirements outlined in Vendor Quality Manual.

- 2.3.2 装箱单应随附货物一同发送。装箱单一式三份，注明品名、财务代码、供应商代码、登记号、欧瑞康图纸号、产品和/或部件的名称、装运日期、订单编号、每批交货数量、交货包装编号以及订单明确要求的任何其它标识。每一装箱单应与单个订单的材料、产品和/或部件相符。

The Goods shall be sent together with Packing List in three copies with the following indications: name, fiscal code, Vendor's code, register, drawing or symbol of ODSS, name of the delivered materials, products and/or parts, shipment date, number of order, quantity of each delivery, number of delivered packages and any other indication expressly requested by the order. Each Packing List shall relate to the materials, products and/or parts of a single order.

2.4 开具发票 Billing

- 2.4.1 发票必须及时发送。自收到正确、完整的发票而非收到货物之日起，欧瑞康将在正常合理的业务时间处理发票。未经欧瑞康事先书面同意，收取的价款不得超过订单正面显示的金额。

Invoices must be sent in a timely fashion. ODSS will process all invoices within normal reasonable business timing from date of receipt of correct and complete invoice, not receipt of Goods. Prices charged shall not exceed those appearing on the face of the Order without first obtaining ODSS's written approval.

- 2.4.2 发票应与单个订单的货物相符，应含相同的增值税，并且注明：

Invoices shall relate to Goods done for a single order, subject to the same VAT amounts and shall indicate:

- 订单编号和有关装箱单的编号 the order number and the number of the related Packing List;
- 符合装箱单的产品清单 the list of Goods in progression of Packing List;
- 财务代码和卖方代码 fiscal code and Vendor's code.

2.5 加快货运 Expedited Freight

货运将不时需要加快。卖方应善意行事按要求及时提供货物。如果卖方加快交货并希望欧瑞康承担费用，则须取得欧瑞康的事先书面授权。如卖方未能采用可能的合理措施（包括加快）及时提供货物，将导致欧瑞康遭受损害，包括客户的停工。欧瑞康将就等损害向卖方索赔。因工程变更或订单急剧变更导致任何变更的，请在紧急情况发生之前咨询欧瑞康生产控制人员，按要求行事。

From time to time freight will need to be expedited. Vendor shall act in good faith to provide Goods in a timely manner as required. If the Vendor expedites and expects ODSS to pay, pre-authorization by ODSS must be received in writing. Failure to provide Goods in time using reasonable means possible including expedite will result in damages to ODSS including downtime of customers. Such damages will be charged to the Vendor. When changes are caused by engineering changes or dramatic changes in orders please consult your ODSS production control staff for direction before emergencies happen.

2.6 付款 Payment

2.6.1 在收到正确、完整的发票后，欧瑞康将于约定的支付日，以约定的方式支付订单中列明的款项。

ODSS will make the payment in the agreed manner and at the agreed date of payment as set forth in the Order after receipt of correct and complete invoice.

2.6.2 双方明确约定，交货产生的债权不得以任何形式转让和/或委托。

It is expressly agreed that the credit deriving from the delivery cannot be transferred and/or be delegated under any form.

3. 规格变更 SPECIFICATION CHANGES

欧瑞康保留随时变更订单的数量、图纸、规格、包装、运输及其他条款的权利。因该等变更引起的价格或履行时间的偏差，将协商调整。因变更引起的供应商的损失，欧瑞康应予以合理解决。价格变更必须采用书面形式并经欧瑞康同意。未经欧瑞康书面授权，卖方不得以任何方式替代材料或变更货物规格。该变更属于合理可执行并由卖方认可的的情况下，本条款和条件的任何内容均不解除卖方继续毫不延迟地履行经变更订单的义务。

ODSS reserves the right at any time to make changes in quantities, drawings, specification, packing, shipment, and other terms of an Order. Any difference in price or time for performance resulting from such changes will be adjusted after negotiation. Pricing changes must be in writing and agreed by ODSS. Vendor may not substitute materials or change the specifications of the Goods in any way without written authorization from ODSS. Nothing herein shall relieve Vendor from proceeding without delay in the performance of the Order as changed.

4. 供应商质量和发展; 检验: SUPPLIER QUALITY AND DEVELOPMENT; INSPECTION:

4.1 对于所有收到的货物，欧瑞康均有检验和拒收的权利。支付货款并不构成对货物的接受。接受货物并不免除卖方对潜在缺陷、不符或质量保证的责任。被拒收的货物可以在欧瑞康通知后合理时间内退还卖方，费用由卖方承担。

All Goods are received subject to ODSS's right of inspection and rejection. Processing of payment for the Goods does not constitute an acceptance thereof. Acceptance shall not release Vendor's responsibility for latent defects or nonconformities nor for warranty claims. Any rejected Goods may be returned within a reasonable time after notice thereof to Vendor and at Vendor's expense.

4.2 欧瑞康可以随时要求卖方提供文件以核查货物的质量。在制品工艺路线、过程能力指数等须在 2 个工作日或更短时间内提供。未来产品工艺路线将在要求后的 5 个工作日内免费提供。

At any time ODSS may request documentation to verify quality of the Goods. Layouts, cpts, etc. of already run parts is required in 2 working days or less. Future layouts will be done within 5 working days of request at no charge.

卖方同意参与欧瑞康的供应商质量和发展计划并遵守欧瑞康规定的所有质量要求和程序及其不时作出的修订。此外，欧瑞康的代表和欧瑞康客户的代表，或两者同时，有权在合理的时间进入卖方工厂设施，检查设施、货物、材料以及订单中所含的欧瑞康或欧瑞康客户的任何财产。为此目的，欧瑞康可以在必要时使用卖方的检测工具，卖方应免费提供。欧瑞康或其客户在制造过程中、交货前或交货后合理时间内检验货物，不构成对任何在制品或成品的接受。

Vendor agrees to participate in ODSS's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by ODSS, as revised from time to time. In addition, representative of ODSS and representative of ODSS's customer, or both, shall have the right to enter Vendor's facility at reasonable times to inspect the facility, goods, materials and any property of ODSS or ODSS customer covered by the Order. For such purpose ODSS may use where necessary check and test tools belonging to the Vendor, who shall put them at ODSS's disposal free of charge. ODSS or its customer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

- 4.3 卖方应查验第三方代表欧瑞康交付的任何材料的指定用途适用性。

The Vendor shall verify the suitability for the appointed use of any material delivered on behalf of ODSS by third persons.

- 4.4 欧瑞康向卖方发出的任何质量指示，**卖方书面确认后**，视为卖方接受。如果卖方认为该等指示会影响货物的质量或交货时间或成本，卖方应在收到指示后 10 个日历日内通知欧瑞康，否则视为卖方无条件地接受该等指示。

Any quality instructions by ODSS, as given to the Vendor shall be deemed as accepted by the Vendor after confirmed in writing by vendor. If Vendor believes such instructions affects the quality or delivery time or cost of Goods, Vendor shall inform ODSS no later than 10 calendar days after receiving such instructions, otherwise such instructions shall be deemed as accepted by the Vendor without condition.

5. 欧瑞康的保密信息 ODSS CONFIDENTIAL INFORMATION

- 5.1 卖方必须对欧瑞康就订单提供的电子数据、图纸、规格和其他数据所衍生的任何技术、工艺或经济信息保密，并且未经欧瑞康事先书面同意，不得直接或间接向第三方或为第三方的利益披露。在完成或终止订单后，或经欧瑞康要求，卖方应立即向欧瑞康退还所有材料和/或销毁含有该等信息的任何电子数据及其副本，但可保留一份副本备案。卖方应负责赔偿因散播或使用欧瑞康保密信息导致的任何损失。**欧瑞康同样对卖方提供的图纸和技术文件承担同样的保护责任。**

Vendor is required to keep in confidence any technical, process or economic information derived from electronic data, drawings, specification and other data furnished by ODSS in connection with the Order and shall not divulge, directly or indirectly, such information to or for the benefit of any other party without obtaining ODSS's prior written consent. Upon completion or termination of the Order or at ODSS's first request, Vendor shall promptly return to ODSS all materials and/or destroy any electronic data incorporating any such information and any copies thereof, except for one record copy. Vendor shall be liable for any damages caused by distribution or use of ODSS's confidential information. ODSS shall take the same protection responsibility for the drawings and technical documents provided by Vendor.

- 5.2 卖方应审查欧瑞康提供的所有图纸、规格、规则和时间表以及任何其他技术文件，并检查该等资料是否适合于执行订单。卖方应提出变更建议（如有），以提高拟交付的产品和/或部件的质量或收益性并向欧瑞康指出法律要求的所有变更。

Vendor shall examine all drawings, specifications, rules and schedules and any other technical documents provided by ODSS and check that they are suitable for the

execution of the Order. The Vendor shall suggest changes, if any, in order to improve the quality or the profitability of the products and/or parts to be delivered and point out to ODSS all changes required by law.

- 5.3 除为了执行订单之外，未经欧瑞康书面许可，卖方不得拷贝、复制或使用图纸、规格、规则和时间表及任何其他技术文件，以及欧瑞康向其提供的样品和具体设备，也不得提供给第三方或允许第三方使用。同样，未经卖方同意，欧瑞康不得将卖方提供的图纸或技术文件提供给第三方。

Except for the performance of the Order, the Vendor cannot copy, reproduce or use the drawings, specifications, rules and schedules and any other technical documents, as well as the samples and specific equipment, provided to the Vendor by ODSS nor give them or allow their use by third Party, without ODSS's written permission. Accordingly, ODSS shall not disclose to any third party the drawings and technical documents provided by Vendor.

卖方确认，如果卖方与欧瑞康以外的第三方发生基于欧瑞康提供的图纸、图案和/或样品的产品和/或部件的制造和贸易行为，则无论是否引用欧瑞康的名称、商标或标识，以上行为均不合法。

The Vendor recognises as illegal any manufacture and trade of products and/or parts based on drawings, patterns and/or samples provided by ODSS not in connection with the delivery of materials, products and/or parts to ODSS, regardless whether this takes place with or without reference to the name, trade-marks or distinctive mark of ODSS.

- 5.4 卖方应以保管人的身份谨慎保管上述物品，确保不被盗窃和遭遇火灾，登记为欧瑞康的财产，并在第三方提起与该等物品有关的诉讼时，及时通知欧瑞康。

The Vendor shall keep such items with the care of a diligent custodian, shall insure them against theft and fire risks, shall register them as ODSS's property and shall inform ODSS in a timely manner of any action involving the said items started by third Parties.

6. 专利、商标和版权 PATENTS, TRADEMARKS AND COPYRIGHTS

对于因使用或销售货物引起实际或涉嫌侵犯任何国内外专利、版权或其他知识产权而导致的所有普通法或衡平法诉讼、损害、索赔和要求，卖方应向欧瑞康及其继承人、受让人、客户和产品用户赔偿并为之抗辩。如果使用或销售货物被禁止，卖方应自担费用、自行选择：购买继续使用货物的权利，或以非侵权的相等物替代侵权货物；或移除货物并退还货款及货物的运输和安装费用。卖方向欧瑞康及其子公司和关联公司授予不可撤销的免费的自行或委托他人修理、重新制作、搬迁货物的许可。关于向欧瑞康提供的货物，卖方向欧瑞康及其子公司和关联公司、客户和产品用户授予不可撤销的、全球性的、已付费的知识产权许可。

Vendor shall defend and indemnify ODSS, its successors, assigns, customers and users of its products, against all suits at law or in equity and from all damages, claims and demands for actual or alleged infringement of any domestic or foreign patent, copyright or other property right by reason of the use or sale of the Goods. If the use or sale of the Goods are enjoined, Vendor shall, at its own expense and its option, either: procure the right to continue using the Goods, or replace same with non-infringing equivalent; or remove the Goods and refund the purchase price and the transportation and installation costs thereof. Vendor grants to ODSS and its subsidiaries and affiliates an irrevocable, royalty free license to repair, rebuild and relocate and to have repaired,

rebuilt and relocated the Goods. Vendor grants to ODSS, its subsidiaries and affiliates, its customer and users of its products an irrevocable, paid-up worldwide license of Vendor that is applicable to any intellectual property whatsoever furnished to ODSS in connection with the Goods.

7. 保证 WARRANTY

7.1 卖方向欧瑞康及其客户保证和陈述所有货物：**(a)** 具有可销售的品质；**(b)** ~~不存在任何设计、工艺和材料上的缺陷~~；**(c)** 严格符合欧瑞康批准或采用的规格、样品、图纸、设计等要求（包括性能指标）；**(d)** 以应有的谨慎提供；**(e)** 不存在留置权、权利主张和权利负担、所有权缺陷。卖方试图在接受或履行订单时通过确认或以其他方式限制、否认或限定任何该等保证或欧瑞康的任何补救措施的，均无效。欧瑞康明确反对和拒绝卖方文件中含有的任何排除或修改默示保证或限制违约可适用的补救措施或损害赔偿的条款。以上陈述和保证在根据本条款和条件交付的货物的验收和付款后继续有效，适用于欧瑞康及其承继人和受让人，并且不得被视为排除任何其他明示或默示保证。

Vendor warrants and represents to ODSS and its customer that all Goods shall be: (a) of merchantable quality; (b) free from all defects in design, workmanship and material; (c) in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved or adopted by ODSS; (d) provided with due care; and (e) free and clear of liens, claims and encumbrances, and defects of title. Any attempt by Vendor to limit, disclaim, or restrict any such warranties or any remedies of ODSS, by acknowledgement or otherwise, in accepting or performing the Order, shall be null, void, and ineffective. ODSS specifically objects to and rejects any terms in Vendor's forms excluding or modifying implied warranties or limiting remedies or damages available for breach. These representations and warranties shall survive inspection, acceptance or payment for the Goods delivered hereunder and shall run to ODSS, its successors and assigns, and shall not be deemed exclusive of any other warranties, express or implied.

7.2 保证期 Warranty Period

7.2.1 卖方应在交货后 5 年内对隐性缺陷（即需要使用工具检测发现而非直接目测可见的隐患和/或隐藏的**与双方确定的技术要求不符**）负责。

The Vendor shall be responsible for hidden defects (i.e. hidden vices and/or defaults which cannot be found through visual inspection but needs to be inspected by using testing tools) during 5 years since delivery of the Goods.

7.2.2 对于非隐性缺陷，在货物交付给最终用户后十二个月（在任何情况下，不超过交付给欧瑞康后二十四个月）内因更换有缺陷交货产生的费用，欧瑞康将记入卖方借项账中由卖方承担。

For non-hidden defects, ODSS will debit to Vendor the expenses due to the substitution of defective delivered Goods until the twelfth month since delivery of them to the final user and in any case not over the twenty-fourth month since their delivery to ODSS.

7.3 补救措施和损害赔偿。如果任何货物被合理视为（通过统计分析或其他抽样方法等**并经双方都认可的权威检测机构的评定**）不符合约定的保证条款，卖方应在**合理范围内**赔偿因不合格货物引起的欧瑞康的**合理**损失、费用和损害。该等损失和损害包括但不限于欧瑞康及/或其客户的下列费用、支出和损失：(i) 检查、挑选、

修理或更换任何不合格货物或包含该等不合格货物的任何系统或部件；(ii) 生产暂停或延迟；(iii) 离线修理车辆或部件系统；(iv) 现场维修操作和其他校正维修用具，包括但不限于向次级分销商或分销商支付的材料和部件更换费用（包括额外的合理费用、管理费和其他支出）和完成工作所需的劳务费用。

Remedy and damage compensation. If any Goods is reasonably deemed (by including statistical analysis or other sampling method) as not complying with such warranty clauses as agreed, Vendor shall compensate all reasonable losses, expenses and damages of ODSS as arising such unqualified Goods. Such losses and damages are including but not limited to such fees, expenses and losses of ODSS and/or its clients: (i) Check, selection, repair or replacement of any unqualified Goods or any system or part which includes such unqualified Goods; (ii) Production suspension or delay; (iii) Off-line repair of vehicle or part system; and (iv) On-site repair operation and other correction repair facilities, including but not limited to material and part replacement fees as paid to sub-distributors or distributors (including additional reasonable fees, management fees and other capital expense) and such labor fees necessary for finishing such work.

- 7.4 召回。无论第 7.2 条中规定的保证期是否期满，如果欧瑞康和/或与货物一同安装的车辆（或其他产品）或任何部件或系统（包括该等货物）的生产商自愿或根据政府命令，就该等车辆向车辆所有人采取纠正措施（即“召回”），以解决与车辆安全有关的缺陷问题或与适用法律、安全标准或准则相冲突的缺陷问题，**由于卖方产品质量原因导致的召回要求，卖方应承担因实施召回产生的合理范围内的费用和责任。**

Recall. No matter such warranty period as set forth in Clause 7.2 expires or not, if ODSS and/or a vehicle (or other product) producer which is installed with the Goods or any part or system including such Goods puts forward correction measure (the “Recall”) on such vehicles to the owner of such vehicles in accordance with its free will, or in accordance with government orders for the purpose of settling such defect in connection with vehicle safety or such defect conflicting any applicable law, safety standard or guideline, Vendor shall, under the precondition that the recall is implemented because the Goods are reasonably deemed (by including statistical analysis or other sampling method) as not complying with such warranty clauses as agreed, cover and bear such fees and liabilities as arising from the implementation of such recall.

8. 便利性解除 TERMINATION FOR CONVENIENCE

欧瑞康可以经书面通知，随时全部或部分解除订单，无需理由，卖方必须于通知中所述的日期并在通知中所述的范围内停止工作并且解除与被解除订单有关的所有订单和分包合同。卖方应在收到解除通知后三十（30）个日历日内，提交因解除导致的所有索赔。欧瑞康可以通过审计卖方及/或其分包商的有关记录、设施、工作或材料核实该等索赔。欧瑞康将在**在卖方提交相关索赔文件后 60 个工作日内**向卖方支付其接受的成品的款项，以及至订单解除时卖方在不超过欧瑞康事先授权的的范围内合理配置的在制品和原材料的，并考虑残值的实际成本。根据本条支付的款项将构成欧瑞康在本条款和条件项下的唯一解除责任，在欧瑞康付款后，所有交付货物的所有权和占有权立即归属于欧瑞康。本条的规定不适用于欧瑞康因卖方违约或法律认可的或订单规定的其他原因撤销订单的情形。

ODSS may terminate any Order at any time without cause, in whole or in part, by written notice, whereupon Vendor must stop work on the date and to the extent specified in such notice and terminate all its orders and subcontracts that relate to the terminated Order. Within thirty (30) calendar days after receipt of such termination notice, Vendor shall submit all claims resulting from such termination. ODSS may verify such claims by auditing the relevant records, facilities, work or materials of Vendor and/or its subcontractors. ODSS will pay Vendor for finished work accepted by ODSS as well as for the actual costs to Vendor of work in process and raw material allocable to the terminated work which is not in excess of any prior ODSS authorization, with due allowance for salvage value. Payment made under this section will constitute ODSS's only liability for termination hereunder with title and right to possession to all delivered Goods vesting in ODSS immediately upon ODSS's tender of such payment. The provisions of this section will not apply to any cancellation by ODSS for default by Vendor or for any other cause recognized by law or specified by the Order.

9. 终止合作 TERMINATION of TRANSACTION

合作双方如有一方提出终止合作，应至少提前三个月书面通知对方。同时卖方要在终止合作之前按欧瑞康要求供货（包含双方已确认的订单以及欧瑞康新下达的订单）以保证欧瑞康的正常生产，直到买方找到新的替代资源。卖方未经欧瑞康同意擅自停止供货的，欧瑞康有权要求卖方按前十二个月月平均订单金额的三倍支付违约金，欧瑞康由此发生损失包括客户索赔损失的，卖方还应在违约金以外承担赔偿责任。如因欧瑞康单方面责任引起卖方无法履行交货义务，卖方不承担相关责任。

If one party desires to terminate the transaction between the parties, a written notice shall be given to the other party at least three months in advance. Before the termination, the Vendor shall supply Goods as ordered by ODSS (including the effective Orders and new orders to be placed by ODSS) in order to ensure the normal production of ODSS until ODSS obtains the replacement source of supply. If Vendor stops supply without consent of ODSS, ODSS will have the right to claim for the liquidated damages amounting to 3 times of the monthly average value of the Orders in the past twelve months. Further, if ODSS sustains losses including customer claim, Vendor shall in addition to the liquidated damages compensate such losses.

10. 违约和补救措施 DEFAULT AND REMEDIES

- 10.1 因卖方原因延迟交货（即使部分延迟）时，欧瑞康有权要求每天按订单价格 0.5% 收取违约金（损失赔偿另计）。此外，欧瑞康有权要求赔偿因该等延迟引起的其他损害。卖方发生延迟交货时，为了满足欧瑞康向其客户的约定交期，欧瑞康无需征得卖方同意有权采用空运方式，由此增加的运输及相关费用由卖方承担。不可抗力引起的延迟交货应予以免责。

In case of delivery delays (even if partial) due to the Vendor, ODSS shall have the right to receive a penalty at 0.5% of the delayed Order value per day (in addition to the reimbursement right for damages). Moreover ODSS has the right of asking for reimbursement for additional damages due to such delays. In event of Vendor's delay of delivery, ODSS for the purpose of meeting its delivery date agreed with its customer

shall have the right to use air transportation. Freight and other costs increased as result thereof shall be covered by the Vendor.

- 10.2 同时，如果卖方 (i) 未能在本条款和条件规定的时间内交货，或 (ii) 未能履行本条款和条件的任何其他规定，并且未能在收到欧瑞康的有关未能履约的书面通知后十 (10) 日内纠正，或 (iii) 无力偿债、为债权人的利益进行转让或进入破产或解散程序，或 (iv) 合并到另一家公司，则欧瑞康可以全部或部分取消订单，而无需承担任何责任，但已交付和接受货物的付款责任除外。

At the same time, If Vendor (i) fails to deliver the Goods at the time specified herein or (ii) fails to perform any other provisions hereof and does not cure such failure within a period of ten (10) days after receipt of written notice from ODSS specifying such failure, or (iii) becomes insolvent, makes an assignment in favor of creditors or enters bankruptcy or dissolution procedure, or (iv) is merged into another company, ODSS may cancel the whole or any part of the Orders without any liability except for payment due for Goods delivered and accepted.

- 10.3 如果订购的任何货物在任何时候被发现材料或工艺上的缺陷，或以其他方式不符合订单的要求，除了根据订单或依法享有的其他权利、补救措施和选择之外，欧瑞康可以选择和决定：(i) 拒收和退还货物，费用由卖方承担，或 (ii) 要求卖方检验和挑选货物和移除并以符合订单要求的货物更换不合格货物。如果货物已经组成欧瑞康产品的一部分后在中国境外被发现缺陷，则欧瑞康客户将含有缺陷货物的欧瑞康产品退回的费用由卖方承担，或者，当欧瑞康客户选择在境外报废含有缺陷货物的欧瑞康产品时，报废所导致的损失及费用由卖方承担。

If any of the Goods ordered are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of the Order, ODSS, in addition to such other rights, remedies and choices as it may have under the Order or by law, at its option and sole discretion may (i) reject and return such Goods at Vendor's expense or (ii) require Vendor to inspect and select the Goods and remove and replace nonconforming Goods with Goods that conform to the Order. If the defect is found outside of China after the Goods are incorporated as part of the product of ODSS, then the costs for returning such ODSS product with the defective Goods shall be covered by the Vendor, or, when the customer of ODSS chooses to scrap the product of ODSS with the defective Goods incorporated therein, the loss and expenses as result of such scrap shall be covered by the Vendor.

- 10.4 本条款和条件规定的欧瑞康补救措施是可累积的，作为普通法或衡平法规定的其他或进一步补救措施的补充。欧瑞康放弃追究对订单的任何规定的违反，不视为放弃追究对该规定的进一步违反或对其他规定的违反。

ODSS's remedies herein provided shall be cumulative, and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of the Order by ODSS shall constitute a waiver of any other breach, or of the breached provision itself.

11. 不可转让 NON-ASSIGNMENT

未经欧瑞康书面同意，转让订单或其中的任何权益或到期或即将到期的付款均属无效。

Assignment of the Order or any interest herein or any payment due or to become due

hereunder, without the written consent of ODSS, shall be void.

12. 抵销 SET-OFF

欧瑞康有权以其就订单应付的任何款项抵销卖方欠其的任何款项。

ODSS shall be entitled to set off any amount owing from Vendor to ODSS against any amount payable at any time by ODSS in connection with the Order.

13. 欧瑞康及其客户的财产 ODSS AND ITS CUSTOMER'S PROPERTY

- 13.1 除非另有书面约定，欧瑞康向卖方提供的（或欧瑞康或其客户支付的）各种工具、设备或材料应属于欧瑞康或其客户所有，并且为欧瑞康或其客户的利益以托管的形式持有。该等财产及（如适用）其每一单项必须由卖方清楚标明或以其他方式充分确认为欧瑞康或其客户的财产，应予安全保存并与卖方财产分开。欧瑞康可以在正常营业时间进入卖方场所查看该等财产和所有相关记录。经要求，卖方应向欧瑞康提交该等财产的保险证明。卖方无权为确保欠款支付或其他原因保留对该等财产的占有。欧瑞康可以随时提供更低成本的材料，以供卖方在部件中使用。卖方应在报价中减去被拆除零件的单项成本。欧瑞康将以向卖方支付的货款抵销所供应部件的款项。使用该等材料并不免除卖方对该等材料的品质的义务。

Unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Vendor by ODSS (or paid by ODSS or its customer) shall be and remain the personal property of ODSS or its customer and held in trust for the benefit of ODSS or its customer. Such property, and wherever practical each individual item thereof, must be plainly marked or otherwise adequately identified by Vendor as the property of ODSS or its customer and shall be safely stored separate and apart from Vendor's property. ODSS may enter Vendor's premises and inspect such property and all related records during normal business hours. Vendor shall deliver to ODSS proof of insurance of such property when requested. Vendor shall have no rights to retain possession of such property to secure payment of amounts owed or for any other reason. At any time ODSS may provide lower cost material to a Vendor to use in its parts. The Vendor then must reduce the piece cost of the removed components from their quotes. Payment for these supplied parts will be offset by ODSS upon payment of Goods to the Vendor. The use of such material does not relieve Vendor's obligations with respect to the quality of such material.

- 13.2 除非欧瑞康另有书面同意，卖方应自行承担费用地提供和（在必要时）更换生产货物所需的一切工具、模具、夹具、测量器、固定装置、模子和模型（“工具”）并保持其良好状态。经欧瑞康授权的、进行设计和规格变更所需的工具变更的成本，经同意，应由欧瑞康支付。卖方应对所有工具投保充分的火险以及工具重置价格的扩大范围保险。卖方向欧瑞康授予不可撤销的权利，从而欧瑞康可以在向卖方支付工具账面价值（减去欧瑞康先前向卖方支付的工具成本金额）后，选择取得生产货物所需的专门工具的占有权或所有权；但是，如果工具用于生产卖方的标准库存货物，或如果卖方向他人出售大量的同类货物，则该选择权不适用。Unless otherwise agreed in writing by ODSS, Vendor at its own expense shall furnish, keep in good condition, and replace when necessary all tools, dies, jigs, gauges, fixtures, molds and patterns ("Tooling") necessary for the production of the Goods. The cost of

changes to the Tooling necessary to make design and specification changes authorized by ODSS shall be paid for, where agreed, by ODSS. Vendor shall insure all Tooling with full fire and extended coverage insurance for the replacement value thereof. Vendor grants ODSS an irrevocable option to take possession of and title to the Tooling that is special for the production of the Goods upon payment to Vendor of the book value thereof less any amounts which ODSS has previously paid to Vendor for the cost of such Tooling; provided, however, this option shall not apply if such Tooling is used to produce Goods that are the standard stock of Vendor or if a substantial quantity of like Goods are being sold by Vendor to others.

14. 责任限制 LIMITATION OF LIABILITY

- 14.1 如果卖方在订单项下的工作涉及卖方在欧瑞康或其客户的场所进行操作，卖方应采取一切必要的预防措施防止在工作过程中发生任何人身伤害或财产损失，并且对于以任何方式因卖方或其代理人、雇员或分包商的作为或不作为引起的任何索赔，卖方应为欧瑞康进行抗辩并向欧瑞康进行赔偿。

If Vendor's work under the Order involves operations by Vendor on the premises of ODSS or one of its customers, Vendor shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to property during the progress of such work, and shall defend and indemnify ODSS against any claim which may result in any way from any act or omission of the Vendor, its agents, employees or subcontractors.

- 14.2 在任何情况下，欧瑞康不负责赔偿预期利润损失、业务中断损失、附带或后果性损害。欧瑞康对因某个订单引起或与之有关的任何索赔责任，不得超过导致索赔的其项下货物的既定价格。

In no event shall ODSS be liable for anticipated profits, business interruption or incidental or consequential damages. ODSS' liability for any claim arising out of or relating to one Order shall be limited to the price allocable to the Goods thereof which gives rise to the claim.

- 14.3 卖方对因某个订单引起或与之有关的任何索赔责任（包含所有本协议列明或未列明情况）不得超过总额壹佰万人民币或该订单总价，以高者为准。

15. 变更通知 CHANGING NOTIFICATION

变更次级供应商、工艺、材料等的，必须通知欧瑞康采购和质量部门，并在变更前获得该部门的批准。

Changes of sub-Vendors, process, material, etc. must be notified to ODSS purchasing and quality departments for approvals before being done.

除非产品报价时有约定，禁止使用分供应商制造货物。变更次级供应的材料、工艺等，必须经事先批准，否则将追究卖方的责任。

Any use of sub-Vendors for manufacturing is prohibited unless quoted as agreed. Any change to sub-supplied material, process, etc. must be approved in advance or liabilities will be held upon such Vendor.

16. 不可抗力 FORCE MAJEURE

即使本文有相反规定，出现欧瑞康不可控制的或非因欧瑞康的过错或过失发生的

事件或原因，例如罢工、停工等劳工纠纷、火灾、洪水、天灾、事故、禁运、战争、暴乱、政府或政府机构的行为或命令，影响欧瑞康接收和/或使用本文项下货物的能力时，欧瑞康可以自行选择：(a) 暂停或取消发货，(b) 从其他渠道购买货物并相应减少与卖方的订单，或(c) 要求卖方按订单要求的数量和时间以及订单中规定的价格从其他渠道提供货物，而无需向卖方支付罚金或承担赔偿责任。如果卖方遇到阻止其履行订单的类似不可抗力事件，卖方应毫不延迟地通知欧瑞康，遵循欧瑞康的指示，并遵守欧瑞康作出的决定，包括但不限于解除订单，或允许卖方延长交货期。

Notwithstanding any provision hereof to the contrary, in the event of strikes, lockouts or similar labor problems, fires, floods, or acts of God, accidents, embargoes, war, riots, and act or order of any government or governmental agencies, or other occurrences or causes beyond ODSS's control or occurring without ODSS 's fault or negligence which affect ODSS 's ability to receive and/or use Goods covered hereby, ODSS, at its option, without penalty or liability to Vendor, may (a) suspend or cancel shipment, (b) purchase Goods from other sources and reduce its Orders with Vendor by such quantity, or (c) have Vendor provide Goods from other sources in quantities and at times requested by ODSS and at the price set forth in the Order. If the Vendor runs across the similar force majeure events which prevents its performance of the Order, Vendor shall inform ODSS without delay, follow ODSS instructions, and subject to the decision made by ODSS including but not limited to termination of the Order, or granting the Vendor an extended term of delivery.

17. 赔偿 INDEMNIFICATION

对于因以下事项引起、与之有关或以任何方式涉及或涉嫌因之引起的、所有或任何受偿人因人身伤害或财产损失产生的或承受的任何及所有的索赔、损失、负债、损害和费用（包括但不限于律师费和辩护费）（“索赔”），卖方在此免除欧瑞康及其承继人、受让人、董事、高级职员、雇员、代表和代表人（“受偿人”）的责任，向受偿人赔偿并使受偿人免受损害，并且依据受偿人的选择为受偿人进行抗辩：

(a) 实际或涉嫌侵犯与根据本条款和条件向欧瑞康销售的货物有关的任何专利、商标、版权或类似知识产权，(b) 实际或涉嫌存在潜在或明显的货物不足或缺陷，

(c) 卖方、货物或其制造、占有、使用或销售违反法律、法规、规章、政府或行政命令，(d) 卖方违反本条款和条件的任何规定，或(e) 卖方的作为或不作为；在不限于前述一般性规定的前提下，包括有关或因任何人身伤害（包括死亡）或财产损失（包括财产使用损失及随之发生的损害）或经济损失的索赔，无论索赔是全部还是部分因或涉嫌因欧瑞康的过失、违约、违反保证或违反其他责任，也无论索赔是根据严格或其他产品责任理论还是任何其他法律理论提出，也无论是否声称欧瑞康或其代理人以任何方式引起被指控的不当行为或因不可委托的职责而应承担赔偿责任。

Vendor hereby does release, indemnify and hold harmless ODSS, its successors, assigns, directors, officers, employees, representatives and agents ("Indemnitees"), and at any Indemnitee's option, shall defend it, from and against any and all claims, losses, liability, damages and expenses, including but not limited to attorneys' fees and costs of defense ("Claims"), arising from, related to, or in any way connected with or alleged to arise from or out of (a) any actual or alleged infringement of any patent, trademark, copyright or

similar intellectual property interest with respect to any Goods sold to ODSS hereunder, (b) any actual or alleged deficiencies or defects in the Goods, whether latent or patent, (c) violation by Vendor, the Goods or the manufacture, possession, use or sale thereof, of any law, rule, regulation or governmental or administrative order, (d) Vendor's breach of any Terms, or (e) the act or omission of Vendor; including without limiting the generality of the foregoing, any Claims for or resulting from any injury to person (including death) or damage to property (including loss of use thereof and consequential damages therefrom) or for economic loss; irrespective of whether such Claim is caused, or alleged to be caused, in whole or in part by the negligence, breach of contract or warranty, or any other breach of duty by ODSS, or whether such Claim is asserted under a strict or other product liability theory or any other legal theory, or whether it is alleged that ODSS or agents of ODSS, in any way contributed to the alleged wrongdoing or is liable due to a non-delegable duty, incurred or sustained by Indemnitees or any of them as a result of injury to persons or damage to or loss of property.

上述赔偿应予广义解释，在法律允许的最大范围内适用，并且无论是否声称受偿人有过失或卖方有过失或受偿人和卖方均有过失或有其他理由，仍适用；但是，仅因受偿人的过失或故意不当行为引起的赔偿事项，如由买方负责赔偿是违背法律的，则卖方没有义务向受偿人进行赔偿。上述赔偿不得被解释为消除或以任何方式减少任何受偿人依法享有的其他赔偿或权利。本合同中所含的赔偿权，在本合同终止后继续有效。

THIS INDEMNITY SHALL BE BROADLY CONSTRUED, SHALL APPLY TO THE FULLEST EXTENT ALLOWED BY LAW, AND SHALL APPLY REGARDLESS OF WHETHER IT IS ALLEGED THAT INDEMNITEES WERE SOLELY NEGLIGENT, THAT VENDOR WAS SOLELY NEGLIGENT, THAT INDEMNITEES AND VENDOR WERE JOINTLY NEGLIGENT, OR OTHERWISE; provided however, Vendor may not be obligated to indemnify Indemnitees for their sole negligence or willful misconduct where such indemnification is contrary to law. The foregoing indemnification shall not be construed to eliminate or in any way reduce any other indemnification or right which any Indemnatee has by law. The rights of indemnity contained herein shall survive termination of this contract.

18. 遵守法律 COMPLIANCE WITH LAWS

- 18.1 在双方约定的情况下，卖方应提供与向欧瑞康交付的货物有关的英文和中文（如欧瑞康要求）的安装、操作和维护手册。在双方约定的情况下，卖方还应向欧瑞康提供材料安全数据表、任何与货物的安全安装、操作和维护有关的具体警告或指示以及（应要求提供）货物材料清单。

Vendor shall provide appropriate installation, operation and maintenance manuals, in English, and also Chinese (if requested by ODSS), covering the Goods to ODSS. Vendor shall also provide ODSS with any Material Safety Data Sheets, any specific warnings or instructions regarding the safe installation, operation and maintenance of the Goods and, upon request, a list of all materials in the Goods.

- 18.2 卖方应遵守中华人民共和国的所有适用的法律法规。对于欧瑞康直接或间接因卖方未能遵守法律、法规或命令而遭受的任何及所有的成本、损害和费用（包括律师费），卖方应使欧瑞康免受损害并向其赔偿。

Vendor shall comply with all applicable laws and regulations of the People's Republic of

China. Vendor shall hold ODSS harmless from and reimburse it for any and all costs, damages, and expenses (including attorneys' fees) suffered by it directly or indirectly through failure of Vendor to comply with any laws, regulations, or orders.

- 18.3 卖方应针对货物并在履行订单时遵守所有适用的行业、国家或地方法律、法规、规章或条例和标准。卖方还应遵守欧瑞康不时通知或提供的所有适用的法律、法规、规章或条例和标准。

Vendor shall comply with all applicable industry, national or local laws, rules, regulations or ordinances and standards as to the Goods and otherwise in the performance of the Order. Vendor shall also comply with all applicable from laws, rules, regulations or ordinances and standards as informed or provided by ODSS from time to time.

19. 完整协议；可分割性 ENTIRE AGREEMENT; SEVERABILITY

订单及其书面附件以及本条款条件为对双方货物买卖协议条款的完整、排他性约定。其取代所有先前书面或口头的协议。双方的先前交易习惯和贸易惯例均不得用以补充或解释订单中的任何条款。所有修改必须采用书面形式并经欧瑞康签署。如果本文的任何条款、句子或规定被认定为无效、失效或不可执行，该认定不得以任何形式影响、损害本文其他条款、句子或规定或使该等其他条款、句子或规定无效。

The Order and its related appendix in writing, these Terms and Conditions are intended by the parties as a complete and exclusive statement of the terms of their agreement relating to the sale and purchase of Goods. It supercedes all prior agreements, written or oral. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Order. All modifications must be in writing and signed by ODSS. If any clause, sentence or provision hereof shall be determined to be invalid, void or unenforceable, such determination shall not in any way affect, impair, or invalidate any other clause, sentence or provision hereof.

20. 适用法律 GOVERNING LAW

本条款条件即订单依据中华人民共和国法律解释和执行。因其引起或与之有关的任何争议，仅可以提交欧瑞康住所地有管辖权的法院解决。

These Terms and Conditions and the Order are to be construed and enforced under the laws of the People's Republic of China. Any dispute arising under or related hereto shall be brought only in a court of competent jurisdiction over the domicile of ODSS.

21, 本协议有效期至 2020 年 12 月 31 日。

此为原中文版本的一般采购条款和条件的译文。如果英文本和中文本不符，以中文本为准。

THIS IS A TRANSLATION OF THE ORIGINAL CHINESE VERSION OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE. IN CASE OF DISCREPANCIES BETWEEN THE ENGLISH VERSION AND THE CHINESE ONE, THE LATTER SHALL PREVAIL.

双方已由各自正式授权代表签署本条款和条件，以昭信守。

IN WITNESS WHEREOF, the parties hereto have caused these Terms and Conditions executed by their duly authorized representatives.

欧瑞康传动系统（苏州）有限公司

ODSS

授权签字:

Authorized Signature:

卖方:

Vendor:

授权签字:

Authorized Signature: