

生产性材料及备件采购通用条款

Terms and Conditions of Purchase for Production Materials and Spare Parts

1. 总则 General Rules

1.1 欧托凯勃汽车线束（太仓）有限公司（以下简称欧托凯勃）的《生产性材料及备件采购通用条款》（以下简称采购通用条款）规定了AKTC与向AKTC供应零部件，材料或服务（以下简称“货物或服务”）的供应商之间的权利和义务。

The Terms and Conditions of Purchase for Production Materials and Spare Parts(hereinafter referred to as "Terms and Conditions of Purchase") of Auto-Kabel Harness (Taicang) Co.,Ltd. (hereinafter referred to as "AKTC") provide the rights and obligations of AKTC and the Supplier who supplies components, materials or service (hereinafter referred to as "The Goods or Service") to AKTC.

1.2 供应商接受采购通用条款意味着：

Acceptance of Terms and Conditions of Purchase by a Supplier shall mean:

A. 供应商正确地理解并承诺履行欧托凯勃的采购通用条款的全部内容：

The Supplier truly understands and undertakes to fulfill all the contents of the AKTC's Terms and Conditions of Purchase.

B. 采购通用条款的法律效力涵盖所有相关现在的和将来的采购合同和订单；

The legal effect of Terms and Conditions of Purchase covers all relevant current and future Purchase Contracts and orders;

C. 不得采用与本采购通用条款相反或不同的其他条款，对本采购通用条款的任何修改必须以书面形式并经双方批准。

Any other terms in opposition to or different from that of Terms and Conditions of Purchase shall be prohibited. Any modification to Terms and Conditions of Purchase must be in written and approved by AKTC and the Supplier.

1.3 任何框架合同，开发合同，质量协议或者其他特殊合约与这些通用条款有不一致时，其他合同优先于采购通用条款。

Should there be discrepancies, any frame agreements, development contracts, interface agreements, quality assurance agreements, or other special agreements concluded with the Supplier take precedence over these terms and conditions.

1.4 供应商只有接受采购通用条款，才能得到欧托凯勃采购合同的可能；但接受采购通用条款，不意味着欧托凯勃给予供应商以后新项目采购合同的承诺。

The Supplier may obtain a Purchase Contract of AK only when it accepts the Terms and Conditions of Purchase. However, acceptance of the Terms and Conditions of Purchase shall not mean the commitment of AK to grant the Supplier new Purchase Contract afterwards.

1.5 采购合同的中止和终止，不意味着供应商免除履行采购通用条款的义务。相关条款包括但不限于：备件义务，索赔义务，欧托凯勃资产的保管义务。

Suspension or termination of Purchase Contract does not mean that the Supplier is relieved of its obligation to fulfill the relevant terms and conditions of Terms and Conditions of Purchase. These related terms and conditions herein include, but are not limited to the obligation of spare parts, claim obligation and obligation for safekeeping AK assets.

2. 保证 Assurance

2.1 欧托凯勃发放的技术信息（技术信息包括：数模，图纸，技术标准，程序，软件，试样计划，样件，专利，商标等），是供应商报价，提交货物或服务的技术依据，是AKTC和供应商检查验收货物或服务是否满足技术要求，签订采购合同的技术保证。

Technical information issued by AKTC (including modules, drawings, technical standards, programs, soft wares, test plans, sample parts, patents, trademarks, etc.) shall be the technical basis for the Supplier to offer quotation and deliver goods or Service as well as the technical warranties for AKTC and the Supplier to inspect and accept the Goods or Service for its compliance with technical requirements and sign Purchase Contract.

2.2 供应商收到的技术文件，图纸和标准，其原著德文文本是有法律约束力的文本，仅当中，英文是原著时除外。

The original Germany version of technical documentations, drawings and specifications that supplier received is the legal binding version, only if Chinese and English is the original version as an exception.

2.3 供应商保证其提交的货物或服务：

The Supplier shall warrant that the Goods or Service supplied thereof:

A. 完全符合欧托凯勃发放的技术信息的要求或经欧托凯勃批准的供应商的技术信息的要求；

Completely meets the requirements of the technical information issued by AKTC or the technical information of the Supplier approved by AKTC.

B. 没有工艺缺陷；

Is free of craftsmanship defects;

2.4 供应商保证遵守中国及地方的环境、职业安全卫生等方面的法律法规要求。供应商（包括派往欧托凯勃人员）在欧托凯勃经营场所内时，应遵守欧托凯勃的企业管理规章制度和安全管理规定。

The Supplier shall promise to comply with China and local laws and regulations in respect of environment, occupational safety and health, etc. Supplier (including people assigned by Supplier) shall observe AKTC corporation administrative rules and safety management regulations at AKTC premises.

2.5 供应商具备中国法律法规要求的符合其经营范围的相应资质，并向欧托凯勃提交相应的证明文件。

Supplier shall obtain certifications in relevant business scope required by Chinese law and regulation and shall submit corresponding documentary evidence to AKTC.

3. 质量保证 Quality Assurance

3.1 供应商的质量体系必须通过权威质量体系认证机构的认证，认证包括但不限于：ISO9001、ISO/TS 16949，供应商必须保证其质量体系的有效性，以保证其交付的货物或服务质量的稳定性和可靠性。

The Supplier's quality system must acquire the certification by authoritative institutions for quality system certification; such certification shall include but not be limited to ISO9001, ISO/TS16949. Meanwhile, the Supplier shall warrant the effectiveness of its quality system, and the stability and reliability of the quality of the Goods or Service delivered thereby.

3.2 供应商必须按照ISO/TS16949实施PPAP批量生产产品的批准流程。除非另有规定，否则此程序的要求按遵循最近发行的VDA卷2或PPAP手册的相关条款。

In accordance with ISO/TS 16949, the Supplier must carry out a PPAP process for series production approval. Unless otherwise specified in the following, the requirements made on this process are oriented towards the relevant, current issue of VDA Volume 2 or PPAP handbook.

3.2 如果供应商已经实施了PPAP程序并已收到了欧托凯勃其他工厂的系列生产批准，且没有触发新的PPAP程序，则无需再向欧托凯勃供货前执行新的PPAP程序。供应商应按计划将样件及其系列生产批准，以获得工厂放行。由供应商原因需触发PPAP程序，供应商应在计划实施的至少六个月之前提供有关触发PPAP的通知。

If the Supplier has already carried out a PPAP process and has received series production approval from other plant in AK group and there is no trigger for a new PPAP process, a new PPAP process does not have to be performed before supplying AKTC. The Supplier submits the sample as planned together with its series production approval to AKTC in order to receive plant approval. If a PPAP process trigger caused by the Supplier arises, the Supplier shall provide notification of this trigger at least six months prior to planned implementation.

3.3 供应商根据欧托凯勃的规定递交样件和文件。供应商必须保存PPAP文件至整车批量生产停止后15年，并一经要求便可提交。供应商递交的样品，一旦鉴定是由供应商原因未能成功通过，供应商应承担欧托凯勃负责的、与鉴定不符合项直接相关的额外费用。

The Supplier shall submit sample and document as AKTC requirement. The PPAP documents must be archived for 15 years by the Supplier and submitted on request. If the agreed sampling does not lead to success, the Supplier bears all additional costs incurred by AKTC which are directly related to the sampling process if it is responsible for the negative result.

3.4 在事先通知的情况下，在任何适当的时间供应商应允许欧托凯勃参观与欧托凯勃项目有关的 生产现场（包括起分供方）及其质量管理体系的运行情况进行检查、评估和审核。在调查期间，供应商应给予充分的合作。

With prior notice, the Supplier shall allow AKTC to visit its (and its sub-supplier) production sites related to AKTC projects, and to inspect, appraise and examine the operation of its quality management system at any appropriate time. During the survey period, the Supplier shall offer sufficient cooperation.

3.5 欧托凯勃有权审核和评估供应商的质量管理体系和质量保证措施或由欧托凯勃委托的第三方来进行审核和评估。本工作会在预先告

知的情况下进行，可作为某项审核（如供应商技术审核）的一部分。作为供应商交付内容的一部分，供应商应责成其分供方接受欧托凯勃或欧托凯勃委托的第三方的审核。供应商同意协助欧托凯勃识别分供方结构中的弱点。供应商负责改善识别、确认出的弱点。特殊情况下，欧托凯勃可指定质量保证措施。

AKTC is entitled to audit and evaluate the Supplier's QM system and quality assurance measures or to have these audited and evaluated by a third party commissioned by AKTC. This can be done as part of an audit (e.g. technical audit of supplier) following prior announcement. As part of its deliveries, the Supplier must also enable its sub-supplier to be audited by AKTC or a third party commissioned by AKTC. The Supplier consents to assist AKTC in identifying weaknesses in the sub-supplier structure. Optimization of the weakness which are ascertained is the responsibility of the Supplier. AKTC can stipulate quality assurance measures in specific cases.

3.6 每年，供应商有责任检查其供应的货物是否满足欧托凯勃的技术要求（包括尺寸、材料、可靠性、法规、环境和生产指导计划），即资质再审。供应商进行文件评估并把结果归档。这些文件在欧托凯勃需要时即可提交。任何与本段落要求的偏离都必须经欧托凯勃和供应商书面同意。

The Supplier is obliged to check annually whether its deliveries meet AKTC's specifications (including dimensions, material, reliability, legal specifications, environmental and production control plan) (requalification). The Supplier evaluates documents and archives the results. These must be made available to AKTC on request. Any deviation from this paragraph must be agreed in writing between the Supplier and AKTC.

3.7 供应商应确保他所交付的货物和服务是符合科学和技术发展水平。供应商验证实现无缺陷产品的现实状态。以质量保证的相关证据为支持来证明其质量保证措施。一旦发现零缺陷义务的违规行为，供应商应立即通知欧托凯勃。

The Supplier shall ensure that its deliveries and services correspond to the scientific and technical state-of-the-art. The Supplier verifies the defect free product realization. The Supplier documents its quality assurance measures with proof of quality assurance. The Supplier shall inform AKTC immediately as soon as violations of the zero-defect obligations are foreseeable.

3.8 供应商有责任依技术参数、需求或其他欧托凯勃的资料决定和正确定义特殊特性（如：安全性、认证、功能性和相关过程），并优化产品体系、过程和试验方法。如果不能排除在使用产品过程中对生命或健康存在风险，供应商有义务做任何事情以避免缺陷产品的提交。

The Supplier is responsible for determining and properly defining the special characteristics (e.g. safety-, certification-, functionally-, and process-relevant) in accordance with the specifications, requirement specifications or other AKTC data, as well as for suitable optimization of production systems, processes and test methods. If, in the case of a product defect, a risk to life or health during use the product cannot be excluded, the Supplier is obliged to do everything to avoid defective deliveries.

3.9 供应商应对机器和过程能力进行检验及评估，以在连续生产使用前确保质量。在整个生产阶段中，通过适当的过程调整，供应商必须确保生产过程的稳定性。如供应商能力未达标，须对产品和过程特性进行100%的审核。若过程能力参数无法证明产品特性，如对于某些特殊工艺（焊接、热处理、铸造等），须提交次级特性的证据或执行100%验证。在此情况下，欧托凯勃可要求供应商采取多种合适的提供证据的方法，以证明量产时具备保障过程的特性。

Machine and process capability is examined and evaluated by the Supplier, ensuring quality prior to use in series production. The Supplier must ensure production process stability over the entire production period by means of suitable process regulation. A 100% audit of product and process features must be performed if capabilities are not met. If a product feature cannot be demonstrated with process capabilities figures, e.g. for specific processes (e.g. welding, heat treatment, casting), proof must be provided by way of secondary features or a 100% test must be employed.

In such cases AKTC can demand that suppliers apply different suitable methods of providing evidence for process security specific to components in series production.

3.10 如果供应商对所提供的产品和/或服务负有（共同）开发责任，供应商必须评估上述所提供产品或服务相关的安全性或认证，并把评估结果记录到所有技术文件、图纸和其他文件材料上。

If the Supplier is (jointly) responsible for the development of the products and/or services supplied, the Supplier must assess the relevance of the said products or services in terms of safety or certification, and note the results of such assessments on all technical

documentation, drawings and other documentary material.

3.11 考虑到检查已在供应商处完成，在欧托凯勃进行的检查仅限于提货单数据与货物标贴的对照，检查装货的数目，检查清晰可见的外部包装运输损坏。在适当的业务过程可行的情况下，欧托凯勃或在下道工序生产前检查由供应商提交的零件，或检查由总零件制造的成品。欧托凯勃没有更多的检查义务。欧托凯勃有权参与其供应商和其分供方所进行的检查、评估、审核或试验，并有权授权第三方参与。或经事先协商，欧托凯勃在供应商或其分供方处自己进行该等检查或将此授权第三方进行。欧托凯勃有权查阅所有的开发文件和跟生产有关的文件。

Under consideration of the inspections carried out at the Supplier's premises in accordance with this Contract, the inspection carried out at AKTC is restricted to the comparison of delivery note data with the goods labels, checking the number of load units and inspecting external transportation damage which is clearly visible on the packaging. Insofar as feasible in the proper course of business, AKTC will either check the component using deliveries prior to the next production stage or will subject the finished product manufactured using the component to an inspection. There are no more far-reaching examinations for AKTC. AKTC is entitled to participate in inspections, appraisals, review or tests carried out by the Supplier and its sub-suppliers, to have these observed by third parties authorized by AKTC or, following prior coordination, to conduct such inspections itself at the premises of the Supplier and its sub-suppliers or to have these carried out by authorized third parties. AKTC has the right to inspect all development documents and documentation which accompanies production.

3.12 供应商向欧托凯勃交付的货物或服务应按欧托凯勃的规定，提交货物或服务出厂合格证，准备交付的货物或服务应与通过欧托凯勃鉴定的正式工装样件的质量保持一致，并随供货按批提交真实的检测报告。如检测报告被证明不真实，将导致供应商批量退货、赔偿、甚至欧托凯勃的不信任而取消其供应商的供货资格。

The Goods or Service delivered by the Supplier to AKTC shall conform to the requirement of AKTC and the Supplier shall submit the ex-works conformity certificate of such Goods or Service. The Goods or Service to be delivered shall have the same quality with those formal samples that have passed AKTC appraisal. Furthermore, true quality inspection report shall be submitted along with the goods supplied in batch. If the quality inspection report turns out to be untrue, the Supplier will suffer return of goods in batch and compensation therefor, or even disqualification of the Supplier for goods supply due to distrust of AKTC.

3.13 欧托凯勃有权对供应商提交的货物或服务进行抽检验证，若抽检验证结果和供应商提交的检测报告不一致，以欧托凯勃的抽检结果为验收依据。若供应商对欧托凯勃的抽检结果有异议，其有权对欧托凯勃的检查仪器、检测方法进行确认或委托国家授权的第三方实验室进行确认，欧托凯勃接受国家授权的第三方实验室的认证结果。相关费用由有错方承担。

AKTC shall have the right to carry out sampling verification on the Goods or Service delivered by the Supplier. In case of inconsistency between the sampling verification results and quality inspection report submitted by the Supplier, the sampling inspection results from AKTC shall be taken as the basis for inspection and acceptance. The Supplier shall have the right to confirm AKTC's inspection instruments and testing methods, or entrust a third party lab authorized by the State to make such confirmation if the Supplier had doubt about the inspection results from AKTC, and AKTC shall accept the certification results from a third-party lab authorized by the State. The relevant costs will be borne by the faulty party.

3.14 供应商同意保存其有关所有货物在何时、以何种方式及由何人进行检查的记录，以证明其制造的货物无缺陷。此类记录必须保存相应供货结束后15年，并一经欧托凯勃要求即可提交。

Supplier agrees to maintain quality records for all Goods indicating when, how and by whom any checks have been carried out in order to ensure the defect-free manufacture of the Goods. These records must be kept for 15 (fifteen) years following the end of supply and be presented upon request.

3.15 欧托凯勃保留向供应商对关键货物或服务指定其分供方、对分供方进行质量评估、商务谈判、质量过程控制等的权利，供应商应予积极配合。该等指定并不意味着供应商免除对该指定分供方质量管理责任，供应商应积极履行其商务关系所赋予的权利和义务。

AKTC reserves the right to appoint the Supplier's sub-supplier(s) for key Goods or Service, carry out quality evaluation against, conduct business negotiation with, and control quality process of sub-suppliers and etc., whereas the Supplier shall make active cooperation with AKTC in these respects. Such appointment does not mean relieving the Supplier from its responsibility for quality management of the appointed sub-supplier(s). The Supplier shall actively fulfill the rights and obligations endowed by its business

relationship.

3.16 随新产品鉴定文件，供应商填写其分供方及分供方所承制的零部件清单，该清单一经双方确认不得随意更改。

Along with the new product appraisal document, the Supplier shall fill out the list of its sub-suppliers and the parts to be produced by such sub-suppliers, which may not be arbitrarily changed once being confirmed by Both Parties.

4. 采购合同和订单 Purchase Contract and Purchase order

4.1 采购合同是欧托凯勃与供应商签订的商务合同，包括但不限于《新产品采购价格协议》、《采购价格调整协议》、《售后备件价格协议》等。

Purchase Contract is a commercial contract signed by and between AKTC and the Supplier, including but not limited, New Product Purchase Price Agreement, Procurement Price Adjustment Agreement, Price Agreement for After-sales Parts and etc.

采购订单是欧托凯勃物流部根据采购合同、生产计划需求编制的货物或服务需求计划，是供应商安排生产、交货、欧托凯勃收货、验货的依据，供应商必须严格执行采购订单中有关交货价格、交货时间、交货地点、交货数量的规定。

Purchase Order is the Goods or Service requisition plan complied by AKTC's logistics Department in accordance with Purchase Contract, production plan requirements, and it is also the basis for the Supplier to arrange production and deliver goods and for AKTC to receive and inspect goods. The Supplier must strictly implement the provisions in Purchase Order on delivery price, delivery date, delivery place and delivery quantity.

4.2 欧托凯勃与供应商签署的《新产品采购价格协议》、《采购价格调整协议》、《售后备件价格协议》是采购订单中采购单价的依据。

The New Produce Purchase Price Agreement, Procurement Price Adjustment Agreement, Price Agreement of Parts after-Sales signed by and between AKTC and the Supplier are the based for the unit purchase prices in the Purchase order.

4.3 随供应商国产化率、制造水平和管理水平的不断提高，工艺水平的不断完善，欧托凯勃保留每个年度对货物或服务实施降价的权利并经双方同意后重新签署价格协议。

As the Supplier unceasingly improves its localization rate, manufacturing level, management and technological level, AKTC reserves the right to reduce the Goods or Service provided by the Supplier every year and re-sign Price Agreement after agreed by both Parties.

4.4 欧托凯勃和供应商均有因材料波动而调整货物或服务采购价格的权利，需要调整价格协议额原材料波动幅度经双方友好协商而定。Both AKTC and the Supplier have the right to adjust the purchase price of the Goods or Service due to fluctuation in raw materials.

The range of fluctuation in raw materials of adjustment to the purchase price will be determined by both parties.

4.5 供应商承诺，如果全部或实质上全部的其他可能影响价格的因素（包括但不限于，货物或服务的数量和/或可适用的条款和条件）是相同或者无可争议地相似，供给欧托凯勃的货物或服务的价格不高于供给其他客户同类或类似的货物或服务的价格。

The Supplier shall promise to offer the Goods or Service to AKTC at a price no higher than that of the same or similar Goods or Service offered to other customers if all or substantially all other factors which may give impact on the price (including, but not limited to, the quantities or volumes of the Goods or Service and/or the applicable terms and conditions) are same or unarguably similar.

4.6 欧托凯勃为关税调整的唯一受益人，受益范围包括供应商、供应商的分供方的关税调整、退税、免税。供应商以书面形式告知欧托凯勃其进口的材料执行的是符合国家法律法规要求的最低关税。

AKTC shall be the one and only beneficiary of adjustment of custom duty, including the benefits from adjustment, rebate and exemption of custom duty of the Supplier and its sub-suppliers. The Supplier shall notify AKTC in writing that its imported materials implement the minimum custom duty that meets the requirements of national laws and regulations.

5 物流管理 Logistics Management

5.1 采购订单 Purchase order

5.1.1 交货规定：欧托凯勃下发的采购订单中应载明交货日期、每次的交货数量、运输方式、接受地点及特殊要求等信息。供应商应严格遵守订单所载内容交货。

Stipulation on Goods Delivery: Purchase order (PO) issued by AKTC shall expressly indicate such information as delivery date, goods quantity delivered each time, transportation mode, receiving place and special requirements and so on. The Supplier shall deliver Goods according to the contents indicated in PO strictly.

5.1.2 采购订单信息反馈：供应商对于欧托凯勃的订货内容如有异议时，如是正常的订货，应于接到订单后两个工作日内反馈；若是紧急订货，应于接到订单后一个工作日内反馈，所有反馈均以书面形式。在规定期限内欧托凯勃未接到供应商的反馈信息，即表示供应商同意履行订单的各项交货信息。

PO information Feedback: The Supplier shall give feedback to AKTC within 2 working days after receipt of a normal PO if the Supplier has any dissent against of AKTC's PO. In case of an urgent PO, the supplier shall give feedback to AKTC within one working day after receipt of such PO. All the feedback shall be given in the form of written notice. If AKTC does not receive any feedback information from the Supplier in the prescribed time limit, it shall mean that the Supplier agrees to fulfill all the delivery information indicated in the PO.

5.2 包装及周转器具 Packaging and Racks

5.2.1 包装及周转器具确认：欧托凯勃审核确认供应商的包装方案。该等确认并不免除供应商对包装缺陷的任何责任。供应商所提供的包装及周转器具须符合行业规定和欧托凯勃的要求。供应商不得擅自更改及使用未经欧托凯勃认可的包装及器具。欧托凯勃有权对用于搬运和运输所用的器具及设备进行检验。供应商应按欧托凯勃要求定期提供上述记录。

Packaging and Racks Confirmation: AKTC examine and confirm the packaging scheme of the Supplier. Such confirmation does not release the Supplier's obligations to any defect about the Packaging and Racks. The packaging and racks provided by the Supplier must meet industry regulations and AKTC's requirements. Without permission from AKTC, the Supplier may not change and use the packaging and racks that have not been confirmed by AKTC, AKTC shall have the right to inspect the instruments and equipments used for removal and transportation. The Supplier shall periodically provide the aforesaid records according to AKTC's requirements.

5.2.2 循环使用：欧托凯勃确定是否使用循环包装及周转器具。

Recycling use: AKTC determines whether or not to use the mode of recycling packaging and racks.

5.2.3 周转器具投资：欧托凯勃和供应商协商确定周转器具投资的支付方式并签署相关协议。

Investment on Racks: AKTC and the Supplier jointly consult and determine the payment mode of the investment on racks and sign the related Agreement.

5.2.4 标签规定：标签及物流条形码符合欧托凯勃的要求。

Labeling Stipulation: Labels and logistic barcodes must meet the requirements of AKTC.

5.3 运输 Transportation

5.3.1 运输方案：按欧托凯勃与供应商确认的方案执行，欧托凯勃保留更改货物交付及运输方案的权利。

Transportation Scheme: The transportation scheme shall be carried out according to the confirmation by AKTC and the Supplier, and AKTC reserves the right to change the scheme for goods delivery and transportation.

5.3.2 运输服务提供方：供应商在得到欧托凯勃的同意后可以将运输服务转包。

Transportation Service Provider: The Supplier may subcontract the transportation service after obtaining consent from AKTC.

5.4 交货 Delivery

5.4.1 供应商交货时需持欧托凯勃指定的交货通知单及货品出库检查记录表，并于规定交货期限内交入欧托凯勃指定地点。

The Supplier must deliver the Goods to the AKTC-designated place within the specified delivery time limit with the AKTC-designated "Delivery Note" and the Goods Ex-warehouse Inspection Record".

5.4.2 已确认的交货期具有约束力。交付期是指到达指定地点的时间。只要供应商预知不能即使交货或者需要分批交货时，供应商必须以书面的形式通知欧托凯勃，并给出原因和预计延迟时间。只有在得到欧托凯勃的书面确认后才可以分批交货。供应商超出订单要求交货部分，欧托凯勃有权拒绝接收。

The delivery dates that have been agreed upon are binding. For the fulfilment of the delivery date, receipt of the goods at the given destination is decisive. As soon as the Supplier recognizes that punctual complete or partial delivery and/or performance (hereinafter jointly referred to as "delivery") is not possible, it must inform AKTC thereof without delay in writing, giving the reasons and the foreseeable duration of the delay. Partial deliveries are allowed only when AKTC agrees to them in writing. If the delivery quantity is over the PO, AKTC has the right to refuse the extra goods.

5.4.3 因延迟交货，但没有造成欧托凯勃停产的，供应商承担每延迟一天，运输货值的0.5%的罚金，直至交付。造成欧托凯勃停产的，

供应商除承担以上罚金外，供应商还应以停产每小时5,000元为标准赔偿欧托凯勃的损失。以上罚金在最后付款中扣除。进一步的合法权益不受影响。

Should delivery be delayed, without AKTC production line down, AKTC may demand a contractual penalty of 0.5% of the agreed-upon total price of the delivery for every day of delay. The supplier shall compensate AKTC based on the rate of RMB 5,000 Yuan per hour of stop of production, except such loss stated above. The contractual penalty may be claimed until the final payment has been made. Further statutory rights are not affected.

5.4.4 若供应商在一个年度内，发生三次以上（含三次）未按照欧托凯勃订单交货而造成欧托凯勃停产，供应商除承担上述5.4.3规定的欧托凯勃停产损失外，还应承担欧托凯勃的追加索赔，索赔额度为年度订单总值的1%。

In case the Supplier fails to deliver Goods as per the contents of AKTC's PO for three or more than three times within one year and such failure causes loss from stoppage of production line, the Supplier shall compensate AKTC for such loss stated in Article 9.4.3, in addition, AKTC will further claim for compensation by the Supplier in an amount equivalent to 1% of total PO value of the year.

5.5 验收 Acceptance

5.5.1 因包装缺陷导致货物受损，供应商应承担换货发生的一切费用。经双方证实，由欧托凯勃储存造成的损害除外。

In case of any defect in the packaging results in damaging Goods, the Supplier shall bear all the expenses incurred to replace the Goods, except that the damage has been incurred by AKTC's transportation and storage, and is confirmed by both parties.

5.5.2 开箱检验时发现短装或错装并经供应商确认后，供应商必须及时调配数量或更换品种，所发生的一切费用供应商承担。

The Supplier is responsible for allocating quantity or replacing variety immediately in case of any storage or wrong delivery found in incoming inspection and after confirmed by the Supplier, the Supplier shall bear all the expenses incurred thereby.

5.6 货物所有权转移 Transfer of Goods Ownership

货物按照采购订单中约定的交货地点完成交接后，所有权从供应商转移至欧托凯勃。

After the Goods have been delivered and taken over at the delivery place stipulated in PO, the ownership of the Goods is transferred from the Supplier to AKTC.

5.7 付款 Payment

5.7.1 付款条件见双方签署的《新产品价格协议》或《采购价格调整协议》

Payment terms shall be subject to the New Product Price Agreement or Procurement Price Adjustment Agreement signed by and between Both parties.

5.7.2 原则上发票为每月开具一次，发票数量以欧托凯勃验收入库数为准。

In principle, the Supplier issues invoice once every month, and the quantity of invoice is subject to acceptance and in-warehouse records of AKTC.

5.7.3 有供应商提交的、用于PPAP批准程序的初始样件，必须免费提供。

The initial samples to be supplied by the Supplier for the production and process approval (PPAP) procedure, must therefore be supplied free of charge.

5.8 由欧托凯勃提供的零件及原材料 AKTC-supplied Components and Materials

5.8.1 供应商在制造产品时，欧托凯勃提供零件或原料给供应商，供应商在收到欧托凯勃给料清单时，应于指定工作日内办理相关领用手续。

AKTC-supplied components or materials to the Supplier to manufacture products, the Supplier shall finish the relevant receipt procedures within specified working days after receiving the List.

5.8.2 供应商对于欧托凯勃提供的零件或材料应无偿性的妥善保管，不得使零件或材料受损、变质、遗失等。供应商必须定期向欧托凯勃报告零件或材料的库存状况。

The Supplier shall properly take care of AKTC-supplied components or materials without charge and may not cause damage, deterioration and loss of it. The Supplier must periodically report the inventor status of AKTC-supplied components or materials.

5.8.3 供应商不得将欧托凯勃提供的零件或原材料用于双方合约所订产品以外的产品，且不得转让质押给第三者。

The Supplier may not use AKTC-supplied components or materials for any products other than those stipulated by Both Parties in

contract, and may not transfer and impawn these AKTC-supplied components or materials to any third party.

5.8.4 欧托凯勃提供的零件或材料存在缺陷时，由双方质量部门协商判定责任归属。

The attributions of liability for any defect of AKTC-supplied components or material shall be determined by the quality departments of Both Parties through consultation.

6 备件管理 Management of spare parts

6.1 供应商供给欧托凯勃的维修备件，除特殊约定外，必须执行与现生产货物或服务相同的质量标准和价格。

Components for maintenance provided by the Supplier to AKTC, unless otherwise specially agreed by Both Parties, must be supplied with the same quality standards and price as the goods and service produced currently.

6.2 供应商必须保证整车停产后维修备件至少15年和保证最终用户车辆使用寿命期内的备件需求。备件的价格执行采购合同中规定的价格。除非欧托凯勃和供应商之间就备件交付的可能额外费用签订特殊的协议。

The Supplier must guarantee at least 15-year supply of spare parts for maintenance from stop of auto assembly, and to end-user's demand for spare parts within the life cycle of the vehicle. The Price of spare parts shall be the same as specified in the Purchase Contract. Exceptions will be made for special agreements between AKTC and the Supplier concerning possible surcharges for the delivery of spare parts.

6.3 供应商必须确保与自己分包商的合同中也包含备件的保证交付。

The Supplier must include the guaranteed delivery of spare parts in its contracts with its subcontractors.

6.4 供应商应当按照欧托凯勃的要求对备件进行适当的包装，必要时进行适当的保护，以避免运输过程中的损失。

The Supplier shall pack and protect the spare parts according to the requirements of AKTC to avoid damages during transportation.

6.5 供应商按照欧托凯勃的要求将备件发往指定地点。

The Supplier shall send the spare parts to the appointed destination.

6.6 经欧托凯勃事先同意，供应商不得将欧托凯勃开发、或欧托凯勃付费开发、或用欧托凯勃拥有所有权的工装、模具制造的零件，包括总成的拆散件，供给任何第三方。供应商有义务保证其相关的分供方履行该条款。

The Supplier shall not supply the parts and components that AKTC developed or paid by AKTC for development, or manufactured on tools which are the property of AKTC, including disassembled parts of Assy., to any third party without the prior written consent of AKTC. The Supplier is obliged to assure that the relative sub-suppliers shall perform this term.

7 变更 Changes

7.1 欧托凯勃的更改 Modification by AKTC

7.1.1 欧托凯勃保留在任何时候更改货物或服务的技术信息及采购订单的权利。

AKTC reserves the right to modify technical information of the Goods or Service and Purchase Order at any time.

7.1.2 由欧托凯勃提出的技术信息更改所导致的产品价格、工装费用或交货时间上的任何变化，欧托凯勃在收到供应商的报价后审核确认。特别是工程变更，需要符合欧托凯勃的工程变更控制程序要求。

AKTC may make examination and confirmation after receipt of the Supplier's quotation for any changes in product price, tooling costs or performance date caused by the modification proposed initiatively by AKTC to technical information. Especially engineering modification shall meet AKTC's requirements of the procedure for engineering modification control.

7.1.3 在任何询价或报价中规定的数量仅为定价计算的假设，不构成欧托凯勃必须订购此数量的任何义务。

The volumes set out in any RFQ or offers are solely assumptions, i.e. for the purpose of price calculation, and do not establish any obligation of AKTC to order such volumes.

7.1.4 在满足质量要求的前提下，供应商应主动从设计及工艺等方面降低成本。同时供应商有义务积极控制因变更产生的成本增加。

With the premise of satisfying quality requirements, the Supplier shall initiatively reduce cost in terms of design and technology, etc.

And in the mean time, the Supplier shall be obligated to actively control cost increase due to any modification.

7.1.5 依据双方确认的工程更改文件，欧托凯勃对产品零件号的更改，并不影响双方对更改前零件所约定的权利和义务，特别是欧托凯勃享有对更改前零件的专用装备购买合同所规定的工装模具继续使用的权利和本条款中规定的供应商对欧托凯勃资产应承担的义务。

According to the engineering modification documents confirmed by Both Parties, AKTC's modification to product component number

shall not influence Both Parties' rights and obligations stipulated on the components before modification, especially AKTC's right to continue to use the tools and modules specified in the Purchase Contract of tools and modules for the components before such modification, and the Supplier's obligations for AKTC assets specified in the Terms and Conditions of Purchase.

7.2 供应商的变更 Modification by the Supplier

7.2.1 任何关于材料或分供方零件的变更，生产方式的变更，测试方法或设备的变更或其他质量保证措施的变更，供应商必须通知欧托凯勃。通知必须有足够的提前期，欧托凯勃测试产品变更是否带来不好的结果。只有在欧托凯勃提前书面确认下，变更才能被执行，否则欧托凯勃没有义务接受交货，尤其当变更涉及产品的定制零件或生产场地。欧托凯勃以书面形式同意变更后，和供应商共同确认变更的时间节点。如果供应商在未经过欧托凯勃书面确认批准的情况下，擅自进行零件状态变更，特别是原材料，生产产地和生产方式的变更，并供货给欧托凯勃。一经核实，欧托凯勃有权按每发生一次，100万元的罚金处罚供应商，并从应付款中直接扣除。

The Supplier must notify AKTC of any planned changes concerning materials or vendor parts, planned changes to the method of production, as well as planned changes to test methods or equipment for testing the goods or to other quality assurance measures. Notification must be far enough in advance of the changes that AKTC can test whether these changes have detrimental results on the goods. The changes may be made only with AKTC's prior, written permission, otherwise AKTC has no obligation to accept delivery of the goods. The previous paragraph applies especially when the planned changes concern products custom-made by the Supplier or a change in the place of production. After AKTC has agreed to the change in writing, AKTC and the Supplier will agree upon a time at which the change will be implemented. In case that the Supplier supply parts after changing especially on raw material or manufacture place or manufacture process without permission by AK, AK has the right to deduct penalty RMB 1,000,000 each time from due payment.

7.2.2 供应商如果直接从汽车制造商处收到产品的变更订单，应立即书面通知欧托凯勃。

AKTC must be informed in writing immediately should the Supplier receive change orders for the product directly from the automobile Manufacturers.

7.2.3 欧托凯勃保留权利对变更后的产品进行测试，并根据测试结果，接受或者拒绝变更。供应商承担这一过程的费用。

AKTC reserves the right to test the changed product and thereafter, depending on the results of the test, either to accept or to reject the change. The Supplier bears the expenses of this procedure.

7.2.4 在双方协定的变更切换点前，供应商必须提供旧状态的产品，或者只有在欧托凯勃同意的情况下，才能提供变更后的产品。

The unchanged product must be delivered until the agreed-upon time for the introduction of the change; only afterwards may the version with the change to which AKTC has agreed be delivered.

7.2.5 其他满足欧托凯勃质量管理和不受变更影响的合同继续有效并保持不变。

All other agreements that have been reached with AKTC's quality management and that are not affected by the change remain valid and unchanged.

7.2.6 供应商在以下重大事项上有尽快通知欧托凯勃的义务：

The Supplier shall have the obligation to notify AKTC promptly upon occurrence of the following major issues:

A、 供应商的股东状况的变更

Change in shareholder status of the Supplier

B、 供应商遭遇的重大经济纠纷可能影响向欧托凯勃供货的情况

In case the Supplier encounters serious economic disputes that may affect supply to AKTC.

C、 供应商对产品，制程，运输或使用（如机器和设备的安全条例），必须遵守意外事故防范和职业健康与安全的相关法规，并且提供遵守这些规则的有关信息

The Supplier must observe all applicable statutory regulations concerning accident prevention and occupational health and safety that are applicable to the goods and to their processing, transportation, or use (e.g., according to the "Machine and Equipment Safety Regulations") and to provide information concerning this observance.

D、 只要供应商意识到危及合同的正确履行或合同目的的问题时，供应商必须就这些问题和产生这些问题的原因通知欧托凯勃

As soon as the Supplier recognizes problems that could endanger the proper fulfilment of the contract or the purpose of the contract, it

must inform AKTC about these problems and the reasons for these problems.

E、 供应商必须及时通知欧托凯勃有关质量中可能的风险，故障或改善。

The Supplier must inform AKTC without delay about possible risks, malfunctions, or improvements in quality.

F、 如果供应商提供的产品属于化学品范畴，供应商必须提供MSDS。如果是危险化学品，供应商需具备危险化学品运输资质，且将其提供给欧托凯勃。

The supplier must provide MSDS if supplying is chemicals. The supplier must have certificate of hazardous chemicals transportation when supplying is hazardous chemicals, and it should be submitted to AKTC.

8. 索赔 Claim

8.1 供应商保证，所有货物或服务符合合同规定，遵守并符合艺术认知，适用的法律，安全和事故防范法规，以及习惯和技术质量标准（如DIN, VDE, VDI等专业组织的爆炸危险指引）。

The Supplier warrants that all of supplied Goods and Service conform to the contractual specifications, comply with and conform to the recognized state of the art, the applicable laws, safety and accident prevention regulations, as well as with the customary and technical quality standards (e.g., DIN, VDE, VDI, TÜV, explosion danger guidelines of the appropriate professional organization).

8.2 经双方确认由供应商原因造成样件初次验证不合格，再次发生、直至货物或服务合格的零件费用、鉴定费用由供应商承担。

The Supplier shall bear and pay expenses for components and evaluation expenses when samples when samples are rejected in the first test caused by the Supplier as confirmed by both parties, and in case the situations reoccur until the Goods or service are qualified.

8.3 由于供应商原因而导致货物或服务开发失败，供应商应无条件退回欧托凯勃预先支付的工装模具费。

The Supplier shall unconditionally return the tools and modules fee advanced by AKTC in case of failure in goods or service development due to the Supplier's fault.

8.4 出现批量返修、挑选和质量危机事故，供应商除应付处理该等事故所发生的实际费用外，供应商还应承担缺陷通知费每次人民币400元（或者50欧元）。

In occurrence of repair, selection and quality crisis of batches of goods, besides all the expense occurred from the accident, the Supplier shall bear RMB 400 (or € 50) each time for failure notification.

8.5 如果货物或服务存在缺陷，在不影响欧托凯勃根据合同和/或法律规定所享有的任何其它权利的前提下，欧托凯勃有权根据具体的情况合理选择任何一项以下救济措施：

- A. 有缺陷货物的修理、返工、更换；或
- B. 按所减少价值的比例降低采购价格，并要求将超过购买价格的部分返回给欧托凯勃；或
- C. 将有缺陷货物退还给供应商，并要求返回已付给供应商的相应货款。

In any case of the defective Goods or Service and without prejudice to any other rights of AKTC under the contract and /or law, AKTC shall have the right to reasonably select to demand any of the following remedies according to the specific circumstances:

- A. repair, rework or replacement of defective goods; or
- B. abatement of the purchase price in proportion of the reduced value and return of any exceeding purchase price to AKTC; or
- C. return the defective goods to the Supplier and require returning of any money paid to the Supplier as consideration for these goods.

8.6 除了本条中规定的欧托凯勃的权利以及欧托凯勃依和/或法律规定而享有的其他权利，对于由货物缺陷引起的任何损失，供应商保证欧托凯勃不受损害，并向其赔偿，特别是：

- A. 生产损失，如缺陷产品的处理、由于使用有缺陷货物而发生的额外的终端处理；
- B. 若8.5中A项的补救措施由欧托凯勃或任何第三方来实施，则供应商应赔偿欧托凯勃或任何第三方所发生的有关费用。
- C. 检查费用，如对产品重新检查以确定缺陷货物；
- D. 重新核对的费用，如在包装和所附文件上错误表示数量、产品代码、或批号；

In addition to AKTC's rights under this article and notwithstanding any other rights AKTC shall be entitled to under contract and/or law, the Supplier shall indemnify, hold AKTC harmless for and compensate any damages and losses caused by defects of the goods, in particular:

- A. loss of production: such as defective production operations, additional final processing due to the use of defective goods;
- B. execution by AKTC or any third party of the remedies about the article 8.5 (A) above, the Supplier shall reimburse any related costs incurred by AKTC or any third party.
- C. costs for inspections, such as re-inspections of goods in order to identify defective goods;
- D. costs for re-measurement in cases such as mis-indication of quantity, product code or lot number on packaging and accompanying documents.

8.7 欧托凯勃和供应商有责任依国家有关法律法规的要求，履行各自的义务，承担相应的质量责任和法律责任。凡因供应商提供的货物或服务质量问题引起欧托凯勃的纠纷，供应商应无条件地对任何具有法律效力的裁决文书中认定的属于供应商提供的货物或服务质量缺陷承担责任，赔偿欧托凯勃由此受到的损失。

AKTC and the Supplier are obliged to perform their respective obligations and undertake corresponding quality and legal responsibility as required by relevant laws and statutes of the state. In case of any AKTC's disputes caused by quality problems with the Goods or Service supplied by the Supplier, the Supplier shall unconditionally undertake the responsibility for the quality defect with the Goods or Service supplied by the Supplier as recognized in the judgment instrument with legal effect, and compensate AKTC's losses thus incurred.

8.8 供应商承诺供给欧托凯勃的货物或服务的质量担保期不低于该采购通用条款明示的质量担保期。质量担保期内由于供应商原因导致的产品缺陷，供应商负有无偿更换和赔偿欧托凯勃相关损失的责任。

The quality guarantee period of the Goods or Service that the Supplier promises to supply to AKTC shall not be lower than the quality guarantee period indicated in the Terms and Conditions of Purchase. As for product defect caused by the Supplier's reason within the quality guarantee period, the Supplier has the responsibility to replace free of charge and compensate the related loss of AKTC.

8.9 如果货物在担保期内有任何缺陷（“有缺陷货物”），供应商应承担相应的责任，除非缺陷是由以下情况引起的：

In the event of any defect occurring within guarantee period of the goods ("defect goods"), the Supplier shall bear corresponding responsibility, unless the defect is caused by following conditions:

- 欧托凯勃对货物不当处理、使用或进行结构更改；

AKTC improperly deal with or use the goods or modify structure of the goods;

- 欧托凯勃提供给供应商的用于生产货物的材料存在缺陷，条件是供应商已经及时履行其义务，特别是当供应商在已经知道或应该知道这些缺陷时已及时通知欧托凯勃；

The material supplied by AKTC to the Supplier for goods production have defects, but the Supplier has promptly his obligations, especially promptly notified AKTC when it has known or should know such defects;

- 由欧托凯勃提供给供应商的用于生产货物的设计和规格存在缺陷

Design and specification supplied by AKTC to the Supplier for goods production have defects.

8.10 基于可归咎供应商产品缺陷而造成的欧托凯勃的损失，包括但不限于：零件索赔成本，欧托凯勃缺陷产品上的其他零件成本，生产成本，欧托凯勃产品缺陷造成整车厂对其的罚金等由供应商承担。若欧托凯勃和供应商未就产品缺陷的原因达成一致，欧托凯勃有权委托权威机构判定该等产品缺陷的责任，供应商保证依该等判定结果承担相应的责任和承担权威机构对该产品的判定费用。

Direct costs incurred in AKTC due to the Supplier's product defect, including but not limited to, parts compensation cost, other components on AKTC's defected products due to being with the Supplier's defected components, production cost and OEM's penalty shall be undertaken by the Supplier. In case AKTC and the Supplier don't reach consensus on the reason of product defect, AKTC has the right to entrust the institutions to judge the responsibility for product defect, and the Supplier guarantees to undertake corresponding responsibility based on the judgment and undertake the judgement fee.

8.11 当供应商提交欧托凯勃的货物或服务出现或可能出现质量问题而引起事故、纠纷、争议时，供应商有责任配合欧托凯勃及时赶赴整车厂或事故现场并对相关问题进行质量鉴定。如果供应商拒绝或有意拖延时间赶赴整车厂或事故现场，则视为供应商接受欧托凯勃对该质量事故的分析及判定，并承担相应责任。

In case of accidents, disputes caused by quality problems or possible quality problems with the Goods or Service submitted to AKTC, the Supplier has the responsibility to assist AKTC to arrive at OEM or the site in time and conduct quality appraisal on relevant problem.

In case the Supplier refuses or delays to arrive at OEM or the site on purpose, it shall be deemed as that the Supplier accepts AKTC's analysis and judgment on this quality accident, and undertake the corresponding responsibilities.

8.12 欧托凯勃和供应商确定赔偿比例，并向供应商开具索赔通知单，内容包括：零件费、工时费、连带损失费用及其他费用。索赔通知单将以邮件形式发给供应商。

AKTC shall decide the compensation proportion with the Supplier, and issue compensation notice to the Supplier including the component cost, labor-hour cost, joint and several loss and other costs, the compensation notice shall be mailed to the Supplier.

8.13 供应商对索赔件的质量鉴定应客观、公正、真实，欧托凯勃有权对供应商的质量分析报告中的否定项进行重新鉴定。

The Supplier shall be objective, fair and true in the quality appraisal of the compensated parts. AKTC has the right to reappraise the denied items in the Supplier's quality appraisal.

8.14 供应商收到索赔通知单后，应及时确认并返回给欧托凯勃，以便进行财务结算。索赔通知单发出后4周内，欧托凯勃未收到供应商的任何反馈信息，欧托凯勃视为供应商认可其质量责任的存在，可直接开具索赔发票。索赔发票由欧托凯勃以邮政形式寄往供应商，相应的索赔款自欧托凯勃应付供应商的货款中扣除。

After receiving the compensation notice, the Supplier shall confirm and return it to AKTC, so as to conduct financial settlement. Within 20 working days after issuing the compensation notice, namely AKTC has not received any feedback information from the Supplier, AKTC will deem that the Supplier recognizes the existence of its quality responsibility, and compensation invoice can be directly issued. The compensation invoice shall be mailed to the Supplier by AKTC in express mail, and the corresponding compensation payment shall be deducted from the payment that AKTC shall pay the Supplier.

8.15 如欧托凯勃因供应商所交付的货物被提起产品责任索赔或诉讼，欧托凯勃对该等索赔或诉讼提出抗辩，供应商承担由此产生的费用，除非供应商能证明相关费用系因欧托凯勃所提供的设计或其制造所引起。欧托凯勃和供应商应相互合作以避免产品责任索赔或诉讼或采取应对措施。

If a claim or a lawsuit based on product liability involving the Goods delivered by Supplier is brought against AKTC, AKTC shall defend itself against such claim or lawsuit and Supplier shall bear the costs incurred thereby, except where Supplier is able to prove that the relevant costs incurred arose from the design by AKTC or AKTC's manufacturing instructions. AKTC and Supplier shall cooperate to prevent, defend, or draw up counter-measures against the claim or lawsuit based on product liability.

9. 所有权 Ownership

9.1 欧托凯勃提供给供应商的技术信息，及依此技术信息生产的产品、欧托凯勃付费的工装模具/检具及制造这些工装模具/检具的数模、欧托凯勃付费的用于试验、生产货物或服务的直接或间接的器材、设备，欧托凯勃拥有所有权。供应商不得以任何形式对上述技术信息、产品、工装模具/检具、设备等在其名下所有权的注册或登记。除非欧托凯勃书面同意，供应商不得利用欧托凯勃的商标或利用其作为供应商身份为自己做广告。

AKTC owns the ownership of the technical information provided by AKTC to the Supplier, the products, tools and modules/inspection devices produced according to such technical information and paid by AKTC as well as the modules used for manufacturing such tools and modules/inspection devices, direct or indirect apparatus and equipment invested by AKTC for test and production of the Goods or Service. The Supplier may not, in any form, make any ownership registration of the aforesaid technical information, products, tools and modules/inspection devices and equipment in its own name. The Supplier may not use AKTC's trademarks or its status as AKTC Supplier to advertise for itself, unless with written consent from AKTC.

9.2 就摊销的模具、夹具和量具以及为确保其安全供货所需的所有后续的模具、夹具和量具，欧托凯勃有权获得所有权。当供货中断时，欧托凯勃可要求供应商交出该等模具、夹具和量具。如果发生此情况，就未摊销完部分的模具、夹具和量具费用，欧托凯勃和供应商将根据造成供货中断的原因，协商达成一致意见。

In terms of all tooling, jigs and gages that amortized, AKTC shall obtain ownership of all tooling, jigs and gages and all subsequent tooling, jigs and gages by way of security in order to ensure delivery. AKTC may demand that tooling, jigs and gages be surrendered in the event of an interruption in delivery. In this case, upon the reason of interruption in delivery, AKTC and the Supplier shall get a mutual agreement regarding the percentage of the tooling, jigs and gages costs which have not been amortized.

9.3 有供应商承制的工装模具/检具通过了欧托凯勃的验收且全额付款，并不意味着这免除供应商对工装模具/检具质量缺陷所承担的责任。

The fact that the tools and modules/inspection devices produced by the Supplier have passed the inspection by AKTC for acceptance and have been paid in full amount does not mean that the Supplier's liability for the quality defects with such tools and modules/inspection devices can be exempted.

9.4 供应商对工装模具/检具验收时，若工装/模具/检具的数量、材料、消耗定额等各项内容，和双方签署的专用装备购买合同的相关内容不符，供应商确认后欧托凯勃有进一步调整该合同并从尾款中扣除不符合项费用的权利。

In case of any inconsistency between such items as quantity, material and consumption of tools and modules/inspection devices and the related contents in the Special Equipment Contract signed by Both Parties is found by AKTC in inspection for acceptance of such tools and modules/inspection devices, AKTC has the right to further adjust this Contract and deduct the expense for the un-conforming items from the last installment of payment confirmed by the Supplier.

9.5 由供应商承制的专用装备和使用寿命必须保证欧托凯勃明示的整车生产周期内汽车零部件总量的需求和整车停产后至至少15年的备件需求或欧托凯勃客户车辆使用寿命期内的备件需求。

The service life of special equipment produced by the Supplier must be guaranteed to meet the total demand of automobile components in the production cycle of complete vehicles expressly indicated by AKTC, and the demand for spare parts within at least 15 years after end of production of complete vehicles, or the demand for spare parts within the service life of vehicles of AKTC's customer.

9.6 供应商保证在其领域或控制范围内的欧托凯勃的资产处于良好状态，以保证按时保质保量提交货物或服务，按欧托凯勃的管理要求贴欧托凯勃的永久性资产标识，每年向欧托凯勃提交欧托凯勃资产完好状态清单，并且在提前通报的情况下，接受欧托凯勃的随机检查。由于供应商的过错造成欧托凯勃资产的受损、丢失以及由该等受损、丢失造成欧托凯勃停产所引起的相关损失，由供应商承担。

The Supplier shall guarantee to maintain the assets of AKTC within the Supplier's field or control scope in good condition, so as to guarantee that the Supplier can deliver the Goods or Service as per required quantity and quality in time, to label AKTC's permanent asset marks according to AKTC's management requirements and submit the Goods Assets Status List to AKTC every year, and to accept AKTC's random examination in case of prior notification from AKTC. The Supplier shall bear the liability for the related losses caused by damage or loss of AKTC assets due to the Supplier's fault and AKTC's stoppage in production caused by such damage or loss.

9.7 供应商承诺为在其领域或控制范围内的欧托凯勃的资产投保财产一切险。

The Supplier shall undertake to effect all-risk insurance for the assets of AKTC within the Supplier's field or control scope.

9.8 供应商以向欧托凯勃提供货物或服务为目的，享有无偿使用欧托凯勃资产的权利，同时负有支付使该等资产处于良好状态所需的维修、保养、保险等一切费用的义务。

The Supplier shall enjoy the right to make free-of-charge use of AKTC assets with the purpose of supplying the Goods or Service to AKTC, and meanwhile bear the obligation to pay all costs for repair, maintenance and insurance in order to maintain such assets in good condition.

9.9 供应商不得以任何形式将赋予欧托凯勃所有权的所有技术信息、产品、工装模具/检具和设备转让、租赁、出售给第三方，并不得使用欧托凯勃拥有所有权的技术信息、产品、工装模具/检具和设备等为第三方生产任何产品，除非欧托凯勃书面批准。

The Supplier may not, in any way, transfer, rent or sell any and all the technical information, products, tools and modules/inspection devices and equipment owned by AKTC to a third party, and may not use the same to produce any products for any third party, unless approved by AKTC in writing.

9.10 采购合同终止并完成了备件供应的义务，供应商应停止货物或服务的生产，返还所有技术信息及所有权归欧托凯勃的工装模具、检具、设备，或按欧托凯勃的书面具体要求处理该等事宜。

Upon termination of Purchase Contract and completion of obligation for supply of spare parts, the Supplier shall stop production of the Goods or Service, and return all the technical information and the tools and modules/inspection devices and equipment owned by AKTC, or handle the same according to AKTC's written specific requirements.

10. 知识产权 Intellectual Property Rights

10.1 基于欧托凯勃的特定要求为目的联合研发、试验和生产的技术信息、货物或服务，包括在欧托凯勃的指导下或由欧托凯勃提供构

思而研发、试验、生产的技术信息、货物或服务，欧托凯勃享有唯一的知识产权。若该等联合开发中供应商提供了其拥有的受法律保护

的专利，该等专利不影响欧托凯勃对联合开发成果知识产权的申报和拥有。
AKTC enjoys the exclusive intellectual property rights of the technical information, the Goods or Service resulting from joint R&D, experiment and production for the purpose of AKTC's specific requirements, including the technical information, the Goods or Service resulting from R&D, experiment and production under AKTC's guidance or with conception provided by AKTC. In case the Supplier has provided its own legally protected patents in such joint development, such patents shall not influence AKTC's application and possession of the intellectual property rights as the fruit of such joint development.

10.2 供应商应就自己所拥有的，与之相关的已公布的或未公布的与货物或服务有关的知识产权及许可使用权情况通知欧托凯勃，并保证欧托凯勃及其客户不对因使用该知识产权引起的任何责任负责。

The Supplier shall notify AKTC of intellectual property rights related to the Goods or Service owned by the Suppliers or licensed to use, either published or not published, and shall hold AKTC and its customer harmless and free of any liability for use of such intellectual rights.

10.3 供应商必须保证其提交的货物或服务或生产流程不侵犯第三方的任何国内外政府部门法律保护的知识产权。若发生侵权行为，供应商保证欧托凯勃及其客户不对因使用该等知识产权而引起的任何责任负责。

The Supplier must guarantee that the Goods or Service or production process delivered thereby does not infringe any third party's any intellectual property rights protected by any laws of domestic and foreign governmental authorities. In case of such infringement, the Supplier shall hold AKTC and its customer harmless and free of any liabilities arising from use of such intellectual property rights.

10.4 欧托凯勃和供应商承诺相互通知对方有关存在侵犯第三者知识产权或被他人宣称侵权的潜在风险，并相互提供机会对上述主张进行抗辩。

AKTC and the Supplier shall promise to each other to notify the other party of potential risks in infringement of the intellectual property rights of a third party or infringement claimed by others, and provide opportunities to each other for defense against such claims.

11. 环境保护与可持续发展

11.1 供应商提供的产品属于化学品范畴，供应商必须提供MSDS。如果是危险化学品，供应商需具备危险化学品运输资质，且将其提供

给欧托凯勃。
The supplier must provide MSDS if supplying is chemicals. The supplier must have certificate of hazardous chemicals transportation when supplying is hazardous chemicals, and it should be submitted to AKTC.

11.2 供应商应确保：遵守适用的劳动法律法规，遵守对雇佣童工和强迫性劳工的禁止性规定，遵守并促进商业道德，遵守法定标准和环境保护规则（含预防性环境保护规则）。

Supplier shall meet: adherence to applicable labor law and regulation, the prohibition of child labor and forced labor, observing and promoting ethical business conduct and adherence to legal standards and environmental rules, as well as preventive environmental protection.

12. 不可抗力 Force Majeure

12.1 欧托凯勃和供应商两者任一方不能预见、不能避免、不能克服的不可抗力事件而影响其履行采购合同，受不可抗力影响的一方必须在事故发生后7天内将不可抗力事故的发生及受其影响的程度以书面方式通知另一方，并在合理期限内向另一方提交有关当局或机构出具的证明文件。如果迟延履行受到影响一方毫不延迟的做出合理的努力以减轻不可抗力事故的影响，对该不可抗力事故尽快采取补救措施，并在不可抗力事故结束后尽快恢复履行，那么在不可抗力事故引起的不能履行和延迟履行的期间和范围内，不构成违约，亦不应成为任何要求赔偿的道理。

If either of AKTC and the Supplier suffers unpredictable, unavoidable and insurmountable force majeure affecting it to perform the Purchase Contract, the party claiming affected by such event shall notify the other party in writing of occurrence of such event and degree of influence within 7 days after occurrence of such event and shall submit an evidence document issued by related authority or organization to the other party within a reasonable period time. Failure or delay in fulfilling the Contract within the period and scope of the failure or delay caused by a force majeure event shall not constitute a breach nor be considered a reason for any claim, provided that the affected party makes reasonable efforts forthwith to alleviate the impacts of the force majeure event and takes remedial action

therefore as soon as possible and resumes fulfilling as soon as end of the force majeure event.

13. 默示放弃 Implied Waiver

13.1 欧托凯勃和供应商两者任何一方在任何时间未能要求另一方履行该采购通用条款下任何条款，都不应影响其在以后任何时间里要求履行此条款的权利。

Failure of either of AKTC and the Supplier to require the other party to fulfill any term under the Terms and Conditions of Purchase at any time shall not affect its right to require fulfilling the said term at any time afterwards.

13.2 欧托凯勃和供应商两者任何一方对违反本采购通用条款中任一条款的行为不予追究，不构成其放弃以后对同一条款或其他条款的违约行为追究的权利。

Failure of either of AKTC and the Supplier to investigate any breach of any terms of Terms and Conditions of Purchase shall not constitute waiver to investigate the breach of the said terms or other terms afterwards.

14. 保密 Confidentiality

14.1 欧托凯勃和供应商均有义务为双方提供的有关开发货物或服务的技术信息、商务信息承担保密义务，该等义务不受供应商开发、实验成功与否的影响，不受采购合同终止与否的影响。

Both AKTC and the Supplier shall have the obligation to maintain confidentiality of the technical information and business information related to development of the Goods or Service provided by Both Parties; and such obligation shall not be influenced by whether or not the Supplier's development and experiment is successful and whether or not the Purchase Contract is terminated.

14.2 供应商向其分供方提供欧托凯勃的技术信息时，供应商须事先获得欧托凯勃许可，并要求其分供方同样方面承诺承担保密义务。The Supplier shall obtain prior consent from AKTC before it provides AKTC's technical information to its sub-suppliers, and shall require its sub-suppliers to promise in writing to bear the same obligation for confidentiality.

14.3 供应商应以书面形式要求其职工承担相应的保密义务，并经常检查其员工履行保密义务的情况。

The Supplier shall require its employee in writing to bear corresponding obligation for confidentiality and frequently inspect their performance of such obligation for confidentiality.

15. 违约 Breach

15.1 欧托凯勃和供应商必须严格执行采购通用条款所约定的全部条款，一方违背任一条款，另一方有权就对方的违约而造成的损失向对方索赔。索赔金额按照中华人民共和国《合同法》及采购通用条款的相关条款执行。违约行为包括但不限于：

AKTC and the Supplier must strictly implement all the terms stipulated in the Terms and Conditions of Purchase. Either party has the right to claim for loss caused by breach by the other party. Claim amount shall be subject to the Contract Law of the People's Republic of China and relevant terms of the Terms and Conditions of Purchase. Breach behaviors include but not limited to:

A、 逾期交货；

Delay in delivery;

B、 任何一方违反保密义务的规定；

Either party violates the stipulation on obligation for confidentiality;

C、 任何一方无故单方面终止合作；

Either party unilaterally terminates cooperation without reasons;

D、 供应商将赋予欧托凯勃所有权的货物或服务直接卖给非欧托凯勃指定的第三方或通过涂改商标、覆盖零件号等手段卖给中国境内模仿或复制欧托凯勃产品的第三方。如果违背此款规定，针对每单位货物，供应商必须支付欧托凯勃不低于采购合同中规定的采购价的两倍的赔偿金。同时，供应商必须真实地提供违约销售的数量。如果欧托凯勃可以证明蒙受了更大的损失，欧托凯勃有权提出更高的索赔金。

The Supplier has sold the Goods or Service endowed with AKTC ownership directly to a third party not designated by AKTC, or to a third party inside the territory of China who imitates or duplicates AKTC automobile products by such means as altering trademark or covering component number. In case of violation to this term, the Supplier must pay AKTC an amount no lower than double of the purchase price provided in the Purchase Contract. Meanwhile, the Supplier must truly provide the quantity of sales in breach. If AKTC can prove the AKTC has suffered greater loss, AKTC has the right to claim for higher compensation;

E、 供应商的货物或服务出现质量缺陷；

Quality defects occur to the Goods or Service of the Supplier;

F、 供应商在接到不合格品通知或违约通知24小时内没有任何反应，未能及时改正未履约或违约行为。

The Supplier fails to respond within 24 hours, or timely correct its non-performance or breach behaviors after receipt of the notice of rejected products or notice of breach.

16. 终止 Termination

16.1 因破产而终止：

Termination due to bankruptcy:

16.1.1 供应商在发生以下事件或任何类似事件且未在30日内消除或声明无效，欧托凯勃可立即解除采购合同而不承担任何法律责任：

AKTC may immediately terminate Purchase Contract and bear no legal liability if any of the following cases or similar cases occurs to the Supplier and is not eliminated or declared invalid within 30 days:

A、 供应商资不抵债；

The Supplier 's assets insufficiently to discharge its debts;

B、 供应商自愿或被迫申请破产；

The Supplier initiatively or passively applies for bankruptcy;

C、 为供应商指定财产管理人或托管人；

Administrator of property or trustee being appointed for the Supplier;

D、 供应商执行以债权人作为受益人的财产转让。

The Supplier transfers its assets with its creditor(s) as the beneficiary.

16.1.2 上述事件发生时，供应商必须及时通知欧托凯勃并向司法部门明示欧托凯勃的资产、保护欧托凯勃的资产不被强制执行、并将欧托凯勃由该等终止而蒙受的损失列为供应商债务清理的首位。欧托凯勃蒙受的损失包括但不限于：资产转移费、转产鉴定费、停产损失费等。

In case of the aforesaid events, the Supplier must notify AKTC in time, expressly indicate AKTC's assets to the juridical authority, protect AKTC's assets from compulsory execution, and list the loss that AKTC suffers due to such termination on the top of the list of the Supplier's debts. The losses that AKTC suffers include but are not limited to : asset transfer fee, transfer appraisal fee, production stoppage loss, etc.

16.2 因发生不可抗力且履行了条款15的义务，双方共同认为对保证欧托凯勃的稳定生产仍存在潜在的风险，双方有权全部或部分终止合同而不承担任何法律责任。

In case the obligation in Clause 15 has been performed in the event of force majeure, and Both Parties jointly believe that potential risk still exist in guaranteeing the stable production of AKTC, Both Parties shall have the right to terminate the Contract in whole or in part without bearing any legal liabilities.

16.3 因一方违约（见18款），双方在30日内无法通过友好协商达成一致，另一方有权全部或部分终止合同而不承担相应责任。

Where Both Parties fail to reach consensus through amiable consultation within 30 days in case of breach (refer to Clause 18) incurred by one party, another party has the right to terminate all or part of the Contract without any related obligations.

16.4 由于供应商现有水平和条件下难以克服的技术困难而导致不能提供合格的产品，影响欧托凯勃的生产需求，欧托凯勃有权全部或部分终止合同而不承担相应责任。

AKTC has the right to terminate the Contract in whole or in part without any related liabilities in case failure to provide qualified product to AKTC is caused due to insurmountable technical difficulties under the existing level and conditions and influences AKTC's production demand.

16.5 供应商有单方终止采购合同的权利，但须提前10个月以书面形式说明原因通知欧托凯勃。欧托凯勃依据相应程序，在保证正常生产的情况下，可接受供应商的要求。由该等终止所发生的费用由供应商承担。欧托凯勃评估并列出赔偿清单，供应商接受并确认支付方式后，欧托凯勃接受供应商的采购合同终止要求；但是欧托凯勃也保留不接受的权利。

The Supplier has the right to unilaterally terminate Purchase Contract but shall give a written notice to AKTC 10 months in advance to

explain the reason. BBAC may accept the request of the Supplier according to related procedures under the condition of assuring normal production. The expenses incurred from such termination shall be borne by the Supplier. AKTC evaluate and summarize a list of penalty, AKTC shall accept the termination after the Supplier confirm penalty list and way of payment. But AKTC reserves the right to reject the terminal requirement.

16.6 欧托凯勃保留任何时候全部或部分终止合同的权利，该等终止由欧托凯勃说明原因并以书面形式提前10个月通知供应商。供应商在接到欧托凯勃的终止合同通知后，承诺按欧托凯勃的要求，做好欧托凯勃资产的转移工作，同时提交一份因终止合同而需欧托凯勃补偿的清单，欧托凯勃有权审计并以审计结果给予补偿。

AKTC reserves the right to terminate all or part of the Contract at any time, and AKTC shall explain the reason to such termination and notify the Supplier in writing 10 months in advance. The Supplier shall undertake to property transfer the assets of AKTC as AKTC's requirements and meanwhile submit a list of compensation necessary to be made by AKTC due to such termination after receipt of the termination notice from AKTC. AKTC has the right to audit such list and make compensation based on the audit results.

16.7 采购合同终止，若没有续签新的采购合同，欧托凯勃有权预留：a)与对欧托凯勃追索的保证索赔等额的供应商的部分货款（无论在采购合同终止时欧托凯勃和供应商之间是否就可归咎的责任存在争议）和b)供应商一个质量保证期（自没有续签采购合同时起两年）内可能发生的索赔款（以上一个年度索赔总额的1.2倍计算）。一旦就相关保证索赔的可归咎的责任达成协议或超过了一个质量保证期，该预留的部分货款应在扣除了供应商因此同意承担的该金额后由欧托凯勃立即支付给供应商。

Upon expiration of Purchase Contract, if no Purchase Contract is renewed, AKTC has the right to reserve: a) a part of payment due to the Supplier that is equal amount to that of warranty claim sought to AKTC, whether disputed or not as to the attribution of liability thereof between AKTC and the Supplier, at the time of expiration hereof; and b) the potential claim indemnity to be happened within a quality warranty period (two years starting from the date on which the Purchase Contract is not renewed) due to the Supplier, which is calculated in 120 percent of the total claim amount last year. And such reserved part of payment shall become immediately due and payable by AKTC to the Supplier upon agreement on the attribution of liability on the relevant warranty claim or expiration of a quality warranty period with deduction such amount as agreed to be owed by the Supplier there from.

17. 合规 Compliance

17.1 在与欧托凯勃的商业交易框架内， 供应商必须禁止其雇员或第三方雇员犯有诈骗、侵占、贪污、恶意破产、不正当竞争、担保欺骗、行贿、受贿或其他腐败犯罪可能导致刑事责任的一切违法活动。在违反上述规定情况下，欧托凯勃有权采取相关措施直至撤销或终止与供应商的所有法定交易并有权取消所有谈判。尽管有上述规定， 供应商有义务遵循所有适用于其自身和与欧托凯勃商业关系的法律法规。

Within the framework of its commercial dealing with AKTC, the Supplier is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the Supplier or other third parties. In the event of violation of the above, AKTC has the right to take relevant actions until to withdraw from or terminate all legal transactions existing with the Supplier and the right to cancel all negotiations. The above notwithstanding, the Supplier is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with AKTC.

17.2 供应商和其分供方应签署同样的合规条款。

The Supplier shall have the same Compliance term with its sub-supplier.

18. 其它 Miscellaneous

18.1 适用法律 Applicable Laws

除非欧托凯勃和供应商另行规定，中国法律是采购通用条款唯一的准据法。

The laws of the People's Republic of China shall be the only governing laws for the Terms and Conditions of Purchase unless otherwise stipulated by AKTC and the Supplier.

18.2 争议解决 Settlement of Disputes

因采购通用条款或与采购通用条款有关的任何争议，如果双方不能协商解决，有争议一方可以提交欧托凯勃所在地的人民法院诉讼解决。

In case any dispute arising from or in connection with the Terms and Conditions of Purchase fails to be settled by Both Parties through

consultation, the party with the dispute shall submit the dispute to The People's Court in AKTC's place for litigation.

18.3 欧托凯勃保证和供应商签署的采购通用条款是最新的版本，除了采购通用条款中所明示的条款，事先做出的书面或口头约定，都不在采购通用条款约定的范围内。当双方签署的其他合同和采购通用条款的相关条款有冲突时，以其他合同为准。

AKTC shall ensure the Terms and Conditions for Purchase signed with the Supplier to be the latest version. Except for the terms expressly listed in the Terms and Conditions of Purchase, other prior explanations either in writing or in oral are not listed in the scope stipulated by the Terms and Conditions of Purchase. In case of any conflict between other contract(s) signed by Both Parties and the relevant terms in the Terms and Conditions of Purchase, the other contract(s) shall prevail.

18.4 采购通用条款生效 Effectiveness of the Terms and Conditions of Purchase

18.4.1 采购通用条款经双方授权代表签字并加盖公司章或合同专用章生效。

The Terms and Conditions of Purchase comes into force upon signature by duly authorized representatives of Both Parties and affixing of the official seals or contract seals hereto.

18.4.2 采购通用条款一式两份，以中、英文两种文字书就，欧托凯勃和供应商各执一份为凭。两种文字具有同等法律效力，当中英文内容解释不一致时，以中文为准。

The Terms and Conditions of Purchase shall be in duplicate, and AKTC and the Supplier hold one copy each. The Terms and Conditions of Purchase shall be written in Chinese and English with equal legal force. In case of any inconsistency in interpretation between the Chinese and English contents, the Chinese version shall prevail.

Location 地点/ Date 日期

General Manager 总经理

Location 地点/ Date 日期

General Manager 总经理

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(Supplier)
(address)