

奥钢联金属部件（沈阳）有限公司

汽车零部件和材料

采购条款

Purchasing specifications of voestalpine Shenyang

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1 总则/General Rules

1.1 奥钢联金属部件（沈阳）有限公司（以下简称沈阳奥钢联）的《汽车零部件和材料采购条款》（以下简称采购条款）规定了沈阳奥钢联与向沈阳奥钢联供应汽车零部件、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 General Rules for Procurement of Components and Materials for Automobiles (hereinafter referred to as “the General Rules for Procurement”) of voestalpine Automotive Components Shenyang Co., Ltd. (hereinafter referred to as “VACSH”) provide the rights and obligations of VACSH and the Supplier who supplies automobile components, materials or service (hereinafter referred to as “the Goods or Service”) to VACSH.

1.2 供应商接受采购条款意味着：

A Acceptance of the General Rules for Procurement by a Supplier shall mean:

供应商正确地理解并承诺履行沈阳奥钢联采购条款的全部内容；

B The Supplier truly understands and undertakes to fulfill all the contents of the VACSH’s General Rules for Procurement; 采购条款的法律效力涵盖所有相关现在的和将来的采购合同

The legal effect of the General Rules for Procurement covers all relevant current and future Purchase Contracts;

C 不得采用与本条款相反或不同的其他条款，对本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 the General Rules for Procurement shall be prohibited, Any modification to the terms of the General Rules for Procurement must be in written and approved by VACSH and the Supplier.

1.3 供应商只有接受采购条款，才有得到沈阳奥钢联采购合同的可能；但接受采购条款，不意味着沈阳奥钢联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 VACSH only when it accepts the General Rules for Procurement. However, acceptance of the General Rules for Procurement shall not mean the commitment of VACSH to grant the Supplier new Purchase Contract afterwards.

1.4 采购合同的中止或终止，不意味着供应商免除履行采购条款相关条款的义务。相关条款包括但不限于：备件义务、索赔义务、沈阳奥钢联资产的保管义务。

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 the General Rules for Procurement. These related terms and conditions herein include, but are not limited to the obligation of spare parts, claim obligation and obligation for safekeeping VACSH assets.

2 技术保证/Technical Assurance

2.1 沈阳奥钢联发放的、经过供应商会签的技术信息（技术信息包括：数模、图纸、技术标准、程序、软件、试验计划、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，是沈阳奥钢联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 VACSH and signed jointly by the Suppliers (including modules, drawings, technical standards, programs, software, 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 guarantee for VACSH and the Supplier to inspect and accept the Goods or Service for its compliance with technical requirement and sign Purchase Contract.

2.2 供应商保证其提交的货物或服务：

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

A 完全符合沈阳奥钢联发放的技术信息的要求；

Completely meets the requirement of the technical information issued by VACSH;

B 没有工艺缺陷；

Is free of craftsmanship defects;

C 以沈阳奥钢联的特定要求为目的、由供应商参与设计的项目，供应商明确保证其设计完全适合并能充分满足沈阳奥钢联提出的技术要求和特定的使用目的。

As for the project designed for the purpose of VACSH’s specific requirement and participated by the Supplier, the Supplier expressly guarantees that its design completely fits and fully meets the technical requirements and special using purpose of VACSH.

2.3 供应商保证遵守国家及地方的环境、职业安全卫生等方面的法律法规要求。

The Supplier shall guarantee to comply with all national and local laws and regulation in respect of environment, occupational safety and health, etc.

3 开发计划/Development Schedule

国产化零部件开发进度计划是沈阳奥钢联要求供应商随报价一同提交的、保证能满足沈阳奥钢联项目投产（质量）要求的一份具有约束力的开发技术，是沈阳奥钢联跟踪、考核供应商是否按期履行其义务的有效文件。国产化零部

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件开发进度计划一经沈阳奥钢联批准，供应商必须严格执行。由于供应商原因导致该计划的延迟而造成沈阳奥钢联的任何损失，沈阳奥钢联保留依该等损失向供应商提出索赔的权利。供应商因前述产生的责任限于由可归咎于供应商的原因直接导致的且经沈阳奥钢联和供应商友好协商并达成一致的范围。

The Localized Components Development Schedule is a binding development plan required by VACSH to be submitted along with quotation of the Supplier to ensure meeting the project production (QVS) requirements of VACSH, and is a valid document for VACSH to trace and evaluate whether or not the Supplier has fulfilled its obligations as scheduled. Once the Localized Components Development Schedule is approved by VACSH, the Supplier must strictly implement it. VACSH shall have the right to claim against the Supplier for any loss caused to VACSH by postponing the Schedule on the part of the Supplier. The scope of the Supplier's liability arising out of the foregoing shall be limited to that which results directly from the reason attributable to the Supplier and be subject to the good faith negotiation and agreement between VACSH and the Supplier.

4 质量保证/Quality Assurance

4.1 质量责任 Quality Responsibility

供应商按订单及时向沈阳奥钢联提供满足产品要求的合格产品，产品质量零缺陷是我们的共同目标。供应商对所提供的产品和其二级供应商提供的产品的质量负责。

Supplier provides qualified products timely to meet the requirements of VACSH according to PO. Zero defect products are our common goals. Supplier is responsible for the quality of the products and of its Sub-supplier.

4.2 送样零件的质量证明 The quality certificate of delivery parts

供应商每次送样要按要求提供相应的外观检查报告、CMM 尺寸报告等质量证明文件。

Supplier should provide with the corresponding quality licenses of appearance inspection report, CMM report according to the requests each time sending samples.

5 分供方管理/Management of Sub-suppliers

分供方，即沈阳奥钢联供应商的供应商。

A sub-supplier refers to a supplier of VACSH's Supplier(s).

5.1 沈阳奥钢联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的质量管理责任，供应商应积极履行其商务关系所赋予的权利和义务。

VACSH reserves the rights 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 VACSH 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.

5.2 随新产品鉴定文件，供应商需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.

6 国产化要求/Localization Requirements

供应商所提供的货物或服务必须符合国家的国产化审核要求，国产化的审核标准按国家颁布的《构成整车特征的汽车零部件进口管理办法》中的相关规定执行。供应商必须随同报价向沈阳奥钢联提交一份符合国产化政策要求的国产化计划，该计划具有合约效力。供应商应积极配合沈阳奥钢联按国产化审核程序完成国家的国产化审核工作，并对所承诺的国产化计划由于自身原因而造成的延迟承担责任。

Goods or Service supplied by the Supplier must meet the national requirements for localization audit. Localization audit standards shall be carried out in accordance with related provisions of The Measures for the Administration of import of Automobile Components & Parts Featuring Complete Vehicles promulgated by the State. The Supplier must submit a localization plan meeting requirements of localization policies along with the quotation to VACSH, and the said plan has binding effect. The Supplier shall actively coordinate VACSH to complete the national localization audit as per the localization audit procedure, and shall bear corresponding liability for delay in the promised localization plan due to its own reasons.

7 采购合同及订单/Purchase Contract & Purchase Order

7.1 采购合同是沈阳奥钢联与供应商签订的商务合同，其形式包括《意向书》、《采购合同》，采购合同是以满足本采购条款为前提的。

Purchase Contract is a commercial contract signed by and between VACSH and the Supplier in the form of Letter of Intent, Letter of Confirmation of Goods Source, Product Purchase Agreement, with the premise of satisfying terms and conditions provided in the General Rules for Procurement.

采购订单是沈阳奥钢联物流部根据采购合同、生产计划和售后服务需求编制的货物或服务需求计划，是供应商安排生产、交货、沈阳奥钢联收货、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 compiled by VACSH's Logistics Department in accordance with Purchase Contract, production plan and after-sales service requirements, and it is also the basis for the Supplier to arrange production and deliver goods and for VACSH to receive and inspect goods. The Supplier must strictly implement the provisions in Purchase Order on delivery price, delivery date, delivery place and delivery quality.

对于货源考察不合格的供应商，《意向书》(LOI)只是临时放行。直至确认供应商具有能力或者做出了可接受的改进，并且能够按期、按质供货，不会产生任何风险。供应商必须确定详细的发展改进计划，并通过沈阳奥钢联的批准。同时，供应商应当按期实施所有约定的供应商开发措施。如果没有执行这一规定，则沈阳奥钢联保留撤销合同的权利。

For the supplier who temporarily fail to meet VACSH SE(Sourcing Evaluation), LOI is preliminary released, until such time as the supplier's capabilities have been confirmed and/or acceptable improvement has been achieved, The suppliers must submit a planning in details with regarding to suppliers development, this planning must be confirmed by VACSH. The supplier should implement all mutually-accepted measures defined for Supplier Development according to the confirmed planning. VACSH reserves the right to cancel the contract in response to failure to comply.

7.2 沈阳奥钢联与供应商签署的《采购合同》是采购订单中采购单价的依据。

The Product Purchase Contract signed by and between VACSH and the Supplier are the bases for the unit purchase prices in the Purchase Order.

7.3 沈阳奥钢联保留取消、中止采购合同的权利，该取消、中止由沈阳奥钢联说明原因并以书面形式提前 2 个月通知供应商。由取消、中止采购合同所发生的费用由供应商于接到通知后的 10 个工作日内提交沈阳奥钢联，经沈阳奥钢联审查、核实后对供应商进行补偿；因供应商原因造成取消、中止采购合同所发生的费用及由此使沈阳奥钢联蒙受的损失，经双方协商确认后，由供应商承担。

VACSH reserves the right to cancel or terminate Purchase Contract, and VACSH shall explain the reasons for such cancellation or termination and notify the Supplier in writing 2 months in advance. Expenses arising from cancellation or termination of Purchase Contract shall be reposed by the Supplier to VACSH within 10 working days from receipt of the notice and shall be reimbursed by VACSH to the Supplier after examination and verification by VACSH. Expenses arising from cancellation or termination of Purchase Contract on the part of the Supplier and losses suffered by VACSH thereby shall be borne by the Supplier after consultation and confirmation by Both Parties.

7.4 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，沈阳奥钢联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, VACSH reserves the right to reduce the price of the Goods or Service provided by the Supplier every year and re-sign Price Agreement after agreed by both parties.

7.5 沈阳奥钢联和供应商均有因汇率和原材料波动而调整货物或服务采购价格的权利，但需经双方协商确定，且不影响之前已下订单的执行。

Both VACSH and the Supplier have the right to adjust the purchase price of the Goods or Service due to fluctuation in exchange rate and raw materials, but which is must be determined by mutual agreement, and which does not affect the implementation of the previous orders.

7.6 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，货物或服务的数或量和/或可适用的条款和条件)是相同或者无可争议地相似，供给沈阳奥钢联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 VACSH 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.

7.7 沈阳奥钢联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。供应商应以书面形式告知沈阳奥钢联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。

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VACSH 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 VACSH in writing that its imported materials implement the minimum custom duty that meets the requirements of national laws and regulations.

8 更改控制/Modification Control

8.1 沈阳奥钢联的更改/Modification by 沈阳奥钢联

8.1.1 沈阳奥钢联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。

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

8.1.2 对于采购订单的更改, 供应商承诺能够满足沈阳奥钢联实际需求数与最终双方确认的采购订单相比±15%的变化, 而无需沈阳奥钢联支付额外的费用。

As for modification to the Purchase Order, the Supplier shall promise to meet the change of±15% in VACSH's actual demand compared with the Purchase Order finalized by Both Parties, without any additional costs payable by VACSH.

8.1.3 超出上述变化部分和由沈阳奥钢联主动提出的技术信息更改所导致的产品价格、工装费用或履约时间上的任何变化, 沈阳奥钢联在收到供应商的说明文件后, 审核确认后可做出合理调整。特别是工程变更, 需要符合沈阳奥钢联的工程变更控制程序要求。

VACSH may make reasonable adjustments after examination and confirmation after receipt of the Supplier's explanation documents for any change beyond the aforesaid scope and any change in product price, tooling costs or performance date caused by the modification proposed initiatively by VACSH to technical information. Especially engineering modification shall meet VACSH's requirements of the procedure for engineering modification control.

8.1.4 在任何询价或报价中规定的数量仅为定价计算的假设, 不构成沈阳奥钢联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 VACSH to order such volumes.

8.1.5 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.

8.1.6 依据双方确认的工程更改文件, 沈阳奥钢联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, 特别是沈阳奥钢联享有对更改前零件的工装模具继续使用的权利和本条款中规定的供应商对沈阳奥钢联资产应承担的义务。

According to the engineering modification document-confirmed by Both Parties, VACSH's modification to product component number shall not influence Both Parties' rights and obligations stipulated on the components before modification, especially VACSH's right to continue to use the tools and modules specified for the components before such modification, and the Supplier's obligations for VACSH assets specified in the General Rules for Procurement.

8.2 供应商在以下重大事项上有尽快通知沈阳奥钢联的义务:

The Supplier shall have the obligation to notify VACSH 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沈阳奥钢联供货的情况;

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

9 物流管理/Logistics Management

9.1 采购订单/Purchase Order

9.1.1 交货规定: 沈阳奥钢联下发的采购订单中应说明交货日期、每次的交货数量、运输方式、接收地点及特殊要求等信息。供应商应遵守订单所载内容交货, 供应商的交货内容不得与沈阳奥钢联订单的约定内容各异。

Stipulation on Goods Delivery: Purchase Order (PO) issued by VACSH 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, and the delivery contents of the Supplier may not be different from the contents stipulated in VACSH's PO.

9.1.2 采购订单信息反馈: 供应商对于沈阳奥钢联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沈阳奥钢联; 若是紧急订货, 应于接到订单后一个工作日反馈沈阳奥钢联, 所有反馈均以书面通知。在规定期限内沈阳奥钢联未接到供应商的反馈信息, 即表示供应商同意履行订单记载的各项交货信息。

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PO Information Feedback: The Supplier shall give feedback to VACSH within 2 working days after receipt of a normal PO if the Supplier has any dissent against the contents of VACSH's PO. In case of an urgent PO, the Supplier shall give feedback to VACSH within one working day after receipt of such PO. All the feedbacks shall be given in the form of written notice. If VACSH 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.

9.1.3 订单确认: 供应商在接到订单后,如无疑义须打印签字确认,并在两个工作日内向沈阳奥钢联书面回复已经确认的采购订单。

PO Confirmation: PO confirmed with signature shall be printed and sent back to VACSH within 2 working days if the Supplier accepts the PO.

9.1.4 订单修改: 沈阳奥钢联由于生产调整等原因需修改订货量或全部取消订单时,供应商有义务向沈阳奥钢联提供实际备货状况并及时确认修改后的订单。

PO Modification: In need for any modification to the purchase quantity or cancellation of all the POs due to such reasons as VACSH's production adjustment, the Supplier shall have the obligation to provide VACSH with the actual goods preparation situation and timely confirm the PO modified.

9.2 包装及周转器具 Packaging and Racks

9.2.1 包装及周转器具确认: 沈阳奥钢联发出产品包装及周转器具确认书,审核确认供应商的包装方案。供应商所提供的包装及周转器具须符合行业规定和沈阳奥钢联要求。供应商不得擅自更改及使用未经沈阳奥钢联认可的包装及器具。沈阳奥钢联有权对用于搬运和运输所用的器具及设备进行检验。供应商应按沈阳奥钢联要求定期提供上述记录。

Packaging and Racks Confirmation: VACSH issues the Letter of Confirmation for Packaging and Racks in order to examine and confirm the packaging scheme of the Supplier. The packaging and racks provided by the Supplier must meet industry regulations and VACSH's requirements. Without permission from VACSH, the Supplier may not change and use the packaging and racks that have not been confirmed by VACSH. VACSH shall have the right to inspect the instruments and equipment's used for removal and transportation. The Supplier shall periodically provide the aforesaid records according to VACSH's requirements.

9.2.2 循环使用: 沈阳奥钢联确定是否使用循环包装及周转器具的方式。

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

9.2.3 周转器具投资: 沈阳奥钢联和供应商双方协商确定周转器具投资的支付方式。

Investment on Racks: VACSH and the Supplier jointly consult and determine the payment mode for the investment on racks.

9.2.4 包装费用: 包装费用含于沈阳奥钢联与供应商签署的《采购合同》中,且已含在产品价格中,除非另有约定。

Packaging Expenses: Packaging expenses are included in the purchasing contract signed by and between VACSH and the Supplier. It is included in the product price, unless otherwise agreed.

9.2.5 标签规定: 标签及物流条形码须符合沈阳奥钢联要求。

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

9.3 运输/Transportation

9.3.1 运输方案: 按沈阳奥钢联与供应商双方确认的方案执行,沈阳奥钢联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 VACSH and the Supplier, and VACSH reserves the right to change the scheme for goods delivery and transportation.

9.3.2 运输服务提供方: 供应商在得到沈阳奥钢联的同意后可以将运输服务转包。供应商的运输承运方如果变更,须提前 30 个工作日,以书面形式通知沈阳奥钢联。并获得沈阳奥钢联许可。

Transportation Service Provider: The Supplier may subcontract the transportation service after obtaining consent from VACSH. Any change to the transportation service provider for the Supplier must be notified to VACSH in writing 30 working days in advance and must be subject to approval by VACSH.

9.3.3 运输费用: 运输费用含于沈阳奥钢联与供应商签署的《采购合同》中。已含在产品价格中,除非另有约定。

Transportation Expense: The transportation expense is included in Purchasing contract signed by and between VACSH and the Supplier. It is included in the product price, unless otherwise agreed.

9.4 交货/Delivery

9.4.1 供应商交货时需持送货单及出库检查报告和相应材质报告,并于规定交货期限内交入沈阳奥钢联指定地点。

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

9.4.2 由于供应商的责任导致交货延迟, 使得供应商必须紧急出货或沈阳奥钢联采用其他方式向第三者发出订货时, 所需的各种费用应由供应商全额负担。若因不可抗力的自然灾害所导致的交货延迟, 则供应商不须向沈阳奥钢联赔偿或负担其费用, 但供应商有告知沈阳奥钢联延迟交货的责任。

Any urgent delivery or additional PO released by VACSH to the third party due to the delayed delivery resulting from Supplier's fault. all the related costs shall be borne completely by the Supplier. If the late delivery is due to the force majeure the Supplier is unnecessary to compensate or afford its expenses, but has the obligation to notify VACSH of the late delivery.

9.4.3 供应商在交货期内未能按沈阳奥钢联订单要求的数量交货时, 沈阳奥钢联将向供应商发出书面告知函。供应商少于订单交货数量部分, 造成沈阳奥钢联生产线停顿, 沈阳奥钢联将按其造成停线的损失, 对供应商进行索赔。供应商超出订单要求交货部分, 沈阳奥钢联有权拒绝接收。如沈阳奥钢联同意暂存该部分货物, 将向供应商征收所发生的仓储费。

VACSH will deliver a written notification of the delivery shortage caused by the Supplier. In case VACSH falls in to a production halt due to the Supplier's shortage in Goods according to the PO, If the delivery quantity is over the PO, VACSH has the right to refuse the extra goods. If VACSH accepts the temporary goods, VACSH has the right to charge the storage cost.

9.4.4 供应商在一个年度内, 供应商未按采购订单要求时间交货的, 每逾期一天应承担该订单金额的 1% 的惩罚性违约金; 发生三次以上未按沈阳奥钢联采购订单内容交货的现象, 造成停线损失, 除承担上述沈阳奥钢联损失赔偿外, 沈阳奥钢联将对供应商进行追加索赔, 索赔额度为年度订单总值的 1%。供应商整改不力导致沈阳奥钢联重大损失的, 沈阳奥钢联保留取消其供货的资格的权力。

In case the Supplier fails to deliver Goods as per the contents of VACSH'S PO, each overdue day, the supplier shall bear 1% of the order amount as punitive penal bond; For more than three times within one year and such failure causes loss from stoppage of production line, the Supplier shall compensate VACSH for such loss. In addition, 沈阳奥钢联 will further claim for compensation by the Supplier in an amount equivalent to 1% of total PO value of the year. Where the Supplier's ineffective rectification causes heavy loss to VACSH, VACSH reserves the right to disqualify the Supplier for goods supply.

9.45 沈阳奥钢联要求变更订单交货期时, 双方须以书面形式确认。沈阳奥钢联应提前 1 日书面通知供应商, 供应商应予以配合, 由此对供应商造成损失的, 双方另行协商确认。

Upon VACSH's requirement for changing the delivery date of PO, a confirmation must be made by Both Parties in writing. VACSH should issue notice to supplier 1 day in advance, the supplier should coordinate. If it leads to loss to supplier, which should be negotiated by mutual parties.

9.5 验收/Acceptance

9.5.1 沈阳奥钢联没有义务将其购入的货物在用于生产之前进行检验, 一旦沈阳奥钢联在正常经营过程中发现货物有任何缺陷时, 沈阳奥钢联应以书面形式通知供应商。供应商无权拒绝接受缺陷通知单。

沈阳奥钢联 has no obligation to inspect the Goods purchased thereby before production. Once VACSH finds any defect during normal operation, VACSH shall notify the Supplier in writing. The Supplier has no right to refuse such defect notices.

9.5.2 沈阳奥钢联有权决定、制定、执行各种临时入厂检验计划, 沈阳奥钢联与供应商之间特殊约定的产品, 可以实行供应商现场检验或其它检验方式。

VACSH shall have the right to decide, formulate and implement various temporary incoming inspection plans. The products specially stipulated by and between VACSH and the Supplier may adopt the mode of inspection at the Supplier's site or other inspection modes.

9.5.3 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。因换货不及时而造成沈阳奥钢联调整生产计划或停产所带来的经济损失由供应商承担。

In case of any defect in packaging results in damage to Goods, the Supplier shall bear all the expenses incurred to replace the Goods. The Supplier shall bear the economic loss caused to VACSH arising from VACSH's adjustment of production plans or stoppage in production due to untimely replacement of Goods.

9.5.4 开箱检验时, 发现短装或错装, 供应商须负责调配数量或更换品种; 所发生的一切费用供应商承担。因换货而造成沈阳奥钢联调整生产计划或停产所带来的经济损失由供应商承担。

The Supplier is responsible for allocating quantity or replacing variety in case of any shortage or wrong delivery found in incoming inspection, and shall bear all the expenses incurred thereby. The Supplier shall bear the economic loss caused to VACSH arising from VACSH's adjustment of production plans or stoppage in production due to replacement of Goods.

9.6 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沈阳奥钢联。

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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 VACSH.

9.7 付款/Payment

9.7.1 付款条款见双方签署的采购合同。

Payment terms shall be subject to the Purchase Contract signed by and between both parties.

9.7.2 付款方式：以银行转账方式支付货款。

Payment manner: the Goods payment shall be made by means of bank transfer.

9.7.3 原则上发票为每月开具一次，发票数量以沈阳奥钢联验收入库为准。

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

9.8 由沈阳奥钢联提供的零件及原料供应/ VACSH -supplied Components and Materials

9.8.1 供应商在制造产品时，沈阳奥钢联提供零件或原料(以下统称“支付给料”)以有偿方式供应给供应商。供应商在收到沈阳奥钢联支付给料清单时，应于指定工作日内办理相关结算及领用手续。

VACSH-supplied components or materials (hereinafter referred to as “Pay As Built (PIB)”) to the Supplier in a paid manner for the Supplier to manufacture products. The Supplier shall finish the relevant settlement and receipt procedures within specified working days after receiving the PIB List.

9.8.2 供应商对于沈阳奥钢联提供的零件或材料应妥善保管，不得使零件或材料受损、变质、遗失等。供应商必须定期向沈阳奥钢联报告库存状况。

The Supplier shall properly take care of PIB and may not cause damage, deterioration and loss of PIB. The Supplier must periodically report the inventory status of PIB to VACSH.

9.8.3 供应商不得将沈阳奥钢联的支付给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 PIB for any products other than those stipulated by Both Parties in contract, and may not transfer and impawn PIB to any third party.

9.8.4“支付给料”存在缺陷时，由双方质量部门协商判定责任归属。

The attribution of liability for any defect of PIB shall be determined by the quality departments of Both Parties through consultation.

9.8.5 沈阳奥钢联有权向供应商提供物流技术指导，供应商须满足沈阳奥钢联的物流要求。

VACSH has the right to provide the Supplier with logistics technical guidance, and the Supplier shall meet VACSH's logistics requirements.

10 备件管理/Management of spare parts

10.1 供应商供给沈阳奥钢联的维修备件，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 VACSH, unless otherwise specially agreed by Both Parties, must be supplied with the same quality standards and price as the goods and service produced currently.

10.2 供应商必须保证沈阳奥钢联整车停产后维修备件至少 15 年或保证沈阳奥钢联最终用户车辆使用寿命期内的备件需求。整车停产后前两年维修备件的价格执行采购合同中规定的价格，第三年的价格不高于采购合同中规定的价格加/减：

The Supplier must guarantee at least 15-year supply of spare parts for maintenance from stop of VACSH auto assembly, or to VACSH end-user's demand for spare parts within the life cycle of the vehicle. The price of maintenance spare parts for the first two years after stop of VACSH auto assembly shall be the price specified in the Purchase Contract. The price of the third year shall be no higher than the price specified in Purchase Contract plus/less:

A 原材料费用的变化；

Change of expenses of raw materials;

B 产量的调整引起的相关费用的变化；

Change of related expenses caused by alteration of yield;

C 特殊包装引起的额外费用；

Extra expenses arising from special packaging.

上述所有变化供应商将以文件形式提交沈阳奥钢联，沈阳奥钢联检查、审核后，对备件的采购价格进行合理的调整。All the above changes shall be submitted to VACSH in the form of a document by the Supplier. After examination and check, VACSH may make reasonable adjustment to the purchase price of components.

10.3 根据沈阳奥钢联售后服务的要求，供应商有义务保证供应售后服务所需的可拆散销售总成的拆散件，其拆散件的价格应不大于构成总成的散件的价格。

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As required by the after-sales service of VACSH, the Supplier shall be liable to supply dismantled parts of assembly that can be broken up according to the requirement of VACSH's after-sale service. The price of the dismantled parts shall be no higher than that of the parts forming the assembly.

10.4 供应商应当按照沈阳奥钢联的要求对备件进行适当的包装，必要时进行适当的保护，以达到备件供货的标准并避免运输过程中的损失。

The Supplier shall pack and protect the spare parts according to the requirements of VACSH, in order to reach the standard of spare parts delivery and to avoid damages during transportation.

10.5 供应商应当按照沈阳奥钢联的要求将备件发往指定地点。

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

10.6 供应商按沈阳奥钢联的技术信息开发和生产的货物或服务，除非征得沈阳奥钢联的书面同意，供应商不得向沈阳奥钢联以外的其他公司提供作为沈阳奥钢联产品的售后服务备件。

The Supplier shall not supply the Goods or Service developed and produced as per VACSH's technical information as the spare parts for VACSH's products to other companies if without VACSH's prior written consent.

10.7 若沈阳奥钢联需要，供应商有责任无偿向沈阳奥钢联的售后服务部门或沈阳奥钢联的特约维修站提供售后服务技术支援、售后服务技术培训、维修手册和可拆散销售的总成件的最新散件目录。

If required by VACSH, the Supplier has the responsibility to offer technical assistance, after-sales service technical training, maintenance manual, and the catalogue of the dissembled parts forming the assembly free of charge to the after-sales service department or authorized maintenance workshops of VACSH.

11 索赔/Claim

11.1 售前索赔/Before-sales claim

11.1.1 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 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.

11.1.2 由于供应商原因造成沈阳奥钢联国产化计划的延迟，供应商应承担国产件返回 KD 批次正常批准程序的最短时间内，沈阳奥钢联不得不适用紧急订购 KD 件而发生的费用与使用国产件的差价。

The Supplier shall undertake the expense and the price difference incurred by VACSH's having to use MSR to order KD parts in the minimum time of restoring normal approval procedure of KD batch caused by delay of localization plan on the part of the Supplier.

11.1.3 由于供应商原因而导致货物或服务开发失败，供应商除承担 11.1.2 的责任外，应无条件退回沈阳奥钢联预先支付的工装模具费、开发试验费。

The Supplier shall unconditionally return the tools and modules fee and development and experiment fee advanced by VACSH in addition to the responsibility in 11.1.2 in case of failure in goods or service development due to the Supplier's reason.

11.1.4 供应商承诺供给沈阳奥钢联的货物或服务的质量担保期不低于沈阳奥钢联保修政策中向用户明示的质量担保期。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用户相关损失的责任。

The quality guarantee period of the Goods or Service that the Supplier promises to supply to VACSH shall not be lower than the quality guarantee period indicated in VACSH guarantee policy. 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 the user.

11.1.5 当供应商提交沈阳奥钢联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，供应商有责任配合沈阳奥钢联及时赶赴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赶赴现场，则视为供应商接受沈阳奥钢联对该质量事故的分析及判定，并承担相应责任。供应商必须无条件接受具有约束力的最终裁决、裁定和行政处罚，并承担沈阳奥钢联由此遭受的相应损失。

In case of accidents, disputes caused by quality problems or possible quality problems with the Goods or Service submitted to VACSH, the Supplier has the responsibility to assist VACSH to arrive at the site in time and conduct quality appraisal on relevant problems. In case the Supplier refuses or delays to arrive at the site on purpose, it shall be deemed as that the Supplier accepts VACSH's analysis and judgment on this quality accident, and undertakes the corresponding responsibilities.

11.2 供应商明确知晓因其提供的货物或服务存在缺陷将会对沈阳奥钢联及其客户包括终端客户造成费用增加和连锁损失，对于该等费用和损失，应当由供应商负责承担，包括但不限于沈阳奥钢联的检测费用、维修费用、重工费用、材料损失、运输及退货费用、依据沈阳奥钢联与客户之间的协议而遭受的客户索赔和违约处罚，以及客户的检测费用、维修费用、重工费用、材料损失、召回费用等。供应商认可上述费用和损失的依据包括但不限于相关费用

票据、协议、客户索赔单或处罚单、扣款凭证，以及当没有相关票据凭证时，人工计时标准为每工时 40 元，材料损耗标准依据沈阳奥钢联或客户的材料采购价格。如因缺陷导致沈阳奥钢联或其客户生产线停滞，则供应商负责承担的损失还包括产线停滞的经营损失，经营损失无法明确计算的，供应商认可经营损失的计算方式为：停滞前三个月的日平均产出额×停滞天数。

The supplier expressly known that supplier should be in charge of the cost increases and the chain loss to VACSH and whose end customers due to defective goods or services, including but not limited to test costs, maintenance costs, rework costs, materials loss, transportation and return costs at VACSH sites; and claim and penalties of breach contract from VACSH's customers in accordance with the agreement between the VACSH and customers; and testing costs, maintenance costs, heavy costs, material losses and recall cost at customers sites. Supplier agree with the approval for above mentioned cost and loss including but not limited to the associated cost bills, agreements, customer claim form or punishment orders, debit certificate; and if there is no relative bills, the labor cost is RMB40yuan/hour/man, the material cost based on VACSH or customer purchasing material cost. For the shutdown in VACSH or whose customers caused by quality problem, the supplier should pay the operation loss due to production stagnation, if it is impossible to calculate the operation loss, the supplier agree with this calculation as follows: The daily average output amount in first three months before production stagnation×the number of stagnant days.

11.3 量产后索赔

量产后，沈阳奥钢联和供应商签订另外具体质量索赔合同的，供应商按照合同执行。未签署质量索赔合同的，按本条款执行。

After mass production, if VACSH and suppliers sign another quality claims in accordance with the plant contract. If no other Quality Claims signed, executed by the General Rules.

12 所有权/Ownership

12.1 沈阳奥钢联提供给供应商的技术信息，及依此技术信息生产的产品、工装模具/检具及制造，这些工装模具/检具的数模、沈阳奥钢联出资的用于试验、生产货物或服务的直接或间接的器材、设备，沈阳奥钢联拥有所有权。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。除非沈阳奥钢联书面同意，供应商不得利用沈阳奥钢联的商标或利用其作为供应商的身份为自己做广告。

VACSH owns the ownership of the technical information provided by VACSH to the Supplier, the products, tools and modules/inspection devices produced according to such technical information as well as the modules used for manufacturing such tools and modules/inspection devices, direct or indirect apparatus and equipment invested by 沈阳奥钢联 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 VACSH's trademarks or its status as VACSH Supplier to advertise for itself, unless with written consent from VACSH.

12.2 由供应商承制的工装模具/检具通过了沈阳奥钢联的验收且全额付款，并不意味着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 VACSH for acceptance and have been paid in full amount does not mean that the Supplier's liabilities for the quality defects with such tools and modules/inspection devices can be exempted.

12.3 沈阳奥钢联对工装模具/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，沈阳奥钢联有进一步调整本合同并从尾款中扣除不符合项费用的权利或提出相应的索赔。

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 Purchase Contract signed by Both Parties is found by 沈阳奥钢联 in inspection for acceptance of such tools and modules/inspection devices, VACSH has the right to further adjust this Contract and deduct the expense for the unconforming items from the last installment of payment or claim for corresponding compensation.

12.4 由供应商承制的专用装备的使用寿命必须保证沈阳奥钢联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少 15 年的备件需求或沈阳奥钢联最终用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 for automobile components in the production cycle of complete vehicles expressly indicated by VACSH, 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 VACSH end-users.

12.5 供应商保证在其领域或控制范围内的沈阳奥钢联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，按沈阳奥钢联的管理要求贴沈阳奥钢联的永久性资产标识，每年向沈阳奥钢联提交沈阳奥钢联资产完好状态清单，

并且在提前通报的情况下，接受沈阳奥钢联的随机检查。由于供应商的过失造成沈阳奥钢联资产的受损、丢失以及由该等受损、丢失造成沈阳奥钢联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 VACSH 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 VACSH's permanent asset marks according to VACSH'S management requirements and submit the Good Assets Status List to VACSH every year, and to accept VACSH's random examination in case of prior notification from VACSH. The Supplier shall bear the liability for the related losses caused by damage or loss of VACSH assets due to the Supplier's fault and VACSH's stoppage in production caused by such damage or loss.

12.6 供应商承诺为在其领域或控制范围内的沈阳奥钢联的资产投保财产一切险，沈阳奥钢联为该等投保的唯一受益人。

The Supplier shall undertake to effect all-risk insurance for the assets of VACSH within the Supplier's field or control scope, with VACSH as the only beneficiary for such insurance.

12.7 供应商以向沈阳奥钢联提供货物或服务为目的，享有无偿使用沈阳奥钢联资产的权利，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 VACSH assets with the purpose of supplying the Goods or Service to VACSH, and meanwhile bear the obligation to pay all costs for repair, maintenance and insurance in order to maintain such assets in good condition.

12.8 供应商不得以任何形式将赋有沈阳奥钢联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，并不得使用沈阳奥钢联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，除非沈阳奥钢联书面批准。

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 VACSH to a third party, and may not use the same to produce any products for any third party, unless approved by VACSH in writing.

12.9 沈阳奥钢联保留在任何时间对其资产进行检查、转移的权力，供应商应予积极支持。由于沈阳奥钢联要求转移所发生的费用需求，供应商应于接到转移通知的 10 日内提交给沈阳奥钢联，沈阳奥钢联检查、核实后由沈阳奥钢联承担。由于供应商原因造成该等资产被动转移所发生的费用和由于该等转移使沈阳奥钢联蒙受的损失，由供应商承担。

VACSH reserves the right to check and transfer its assets at any time, and the Supplier shall provide active supports. Expense demand arising from such transfer required by VACSH shall be reported by the Supplier to VACSH within 10 days after receipt of such transfer notice, and VACSH shall bear such expenses after examination and verification. The expenses incurred arising from passive transfer of such assets due to the Supplier's reason and the loss suffered by VACSH from such transfer shall be borne by the Supplier.

12.10 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沈阳奥钢联的工装模具、检具、设备，或按沈阳奥钢联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 VACSH, or handles the same according to VACSH's written specific requirements.

13 知识产权/Intellectual Property Rights

13.1 基于沈阳奥钢联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，包括在沈阳奥钢联的指导下或由沈阳奥钢联提供构思而研发、试验、生产的技术信息、货物或服务，沈阳奥钢联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，该等专利不影响沈阳奥钢联对联合开发成果知识产权的申报和拥有。该等专利应视为供应商已授权沈阳奥钢联免费运用且不对沈阳奥钢联产品的销售使用提出任何主张。

VACSH 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 VACSH's specific requirements, including the technical information, the Goods or Service resulting from R&D, experiment and production under VACSH's guidance or with conception provided by VACSH. In case the Supplier has provided its own legally protected patents in such joint development, such patents shall not influence VACSH's application and possession of the intellectual property rights as the fruit of such joint development. The patent is deemed that the supplier has authorized 0 free to use and does not raise any claim on 0 products sold and usage.

13.2 供应商应就自己所拥有的或被许可使用的已公布的或没有公布的与货物或服务有关的知识产权通知沈阳奥钢联，并保证沈阳奥钢联及其用户不对因使用该等知识产权而引起的任何责任负责。

The Supplier shall notify VACSH 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 VACSH and its users harmless and free of any liability for use of such intellectual property rights.

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13.3 供应商必须保证其提交的货物或服务或生产工艺不侵犯第三方的任何受国内外政府部门法律保护的知识产权。若发生了该等侵犯，供应商保证沈阳奥钢联及其用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 VACSH and its users harmless and free of any liabilities arising from use of such intellectual property rights.

13.4 沈阳奥钢联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索赔进行抗辩。

VACSH 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.

14 环境保护/Environmental Protection

14.1 概述/General

沈阳奥钢联贯彻执行环境综合保护措施以处理成因，事先评定生产工艺和产品对环境的冲击并综合一切因素后再转化为公司层面的决策。产品和生产工艺都是按照整体原则来设计以使它们符合环保兼容性并尽可能的节约能源。这个结果在以下补充协议和服务都有履行：

VACSH implements integrated environmental protection, which deals with the causes, assesses the environmental impact of production processes and products in advance and integrates these into corporate decisions. Products and production processes are designed on holistic principles to make them environmentally compatible and to use resources as sparingly as possible. This result in the following, supplementary agreements and services to be performed:

遵守 DBL 8585 中罗列的禁止材料。

Adherence to the list of banned materials according to DBL 8585.

建议进一步减少内部排放。

Recommendations for a further reduction of interior emissions.

15 不可抗力/Force Majeure

沈阳奥钢联和供应商两者任一方由于无法预见、无法控制、无法避免的不可抗力事件而影响其履行采购合同，声称受事故影响的一方须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，并在事故发生后 7 天内以邮政快件形式将有关当局或机构出具的证明文件提交另一方证实。如果迟延履行或履行受到影响一方毫不迟延地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或迟延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理由。

If either of VACSH and the Supplier suffers unpredictable, uncontrollable, unavoidable 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 and shall submit an evidence document issued by related authority or organization to the other party in an express mail within 7 days after occurrence of such event. 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 therefor as soon as possible and resumes fulfilling as soon as end of the force majeure event.

16 默示放弃/Implied Waiver

16.1 沈阳奥钢联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 VACSH and the Supplier to require the other party to fulfill any term under the General Rules for Procurement at any time shall not affect its right to require fulfilling the said term at any time afterwards.

16.2 沈阳奥钢联和供应商两者任何一方对违反本采购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 VACSH and the Supplier to investigate any breach of any term of the General Rules for Procurement shall not constitute waiver to investigate the breach of the said term or other terms afterwards.

17 保密/Confidentiality

17.1 沈阳奥钢联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、试验成功与否的影响，不受采购合同终止与否的影响。

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Both VACSH 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.

17.2 供应商向其分供方提供沈阳奥钢联的技术信息时，供应商须事先获得沈阳奥钢联许可，并要求其分供方同样书面承诺承担保密义务。

The Supplier shall obtain prior consent from VACSH before it provides VACSH's technical information to its sub-suppliers, and shall require its sub-suppliers to promise in writing to bear the same obligation for confidentiality.

17.3 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 employees in writing to bear corresponding obligation for confidentiality and frequently inspect their performance of such obligation for confidentiality.

18 违约/Breach

沈阳奥钢联和供应商必须严格执行采购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。索赔金额按中华人民共和国《合同法》及采购条款的相关条款执行。违约行为包括但不限于：

VACSH and the Supplier must strictly implement all the terms stipulated in the General Rules for Procurement. 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 General Rules for Procurement. Breach behaviors include but are 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 供应商将赋有沈阳奥钢联所有权的货物或服务直接卖给了非沈阳奥钢联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沈阳奥钢联汽车产品的第三方。如果违背此款规定，针对每单位货物，供应商必须支付沈阳奥钢联不低于采购合同中规定的采购价的两倍。同时，供应商必须真实地提供违约销售的数量。如果沈阳奥钢联可以证明蒙受了更大的损失，沈阳奥钢联有权提出更高的索赔金。

The Supplier has sold the Goods or Service endowed with 沈阳奥钢联 ownership directly to a third party not designated by VACSH, or to a third party inside the territory of China who imitates or duplicates VACSH automobile products by such means as altering trademark or covering component number. In case of violation to this term, the Supplier must pay VACSH 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 VACSH can prove that VACSH has suffered greater loss, VACSH has the right to claim for higher compensation.

E 供应商的货物或服务一再出现制造质量缺陷；

Quality defects occur to the Goods or Service of the Supplier over and over again;

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

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

19 终止/Termination

19.1 因破产而终止：

Termination due to bankruptcy:

19.1.1 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，沈阳奥钢联可立即解除采购合同而不承担任何法律责任：

VACSH 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；

Insolvency of the Supplier;

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;

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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 (ies).

19.1.2 上述事件发生时，供应商必须及时通知沈阳奥钢联向司法部门明示沈阳奥钢联的资产、保护沈阳奥钢联的资产不被强制执行、并将沈阳奥钢联由该等终止而蒙受的损失列为供应商债务清理的首位。沈阳奥钢联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 VACSH in time, expressly indicate VACSH's assets to the juridical authority, protect VACSH's assets from compulsory execution, and list the loss that VACSH suffers due to such termination on the top of the list of the Supplier's debts. The losses that VACSH suffers include but are not limited to: asset transfer fee, transfer appraisal fee, production stoppage loss, etc.

19.2 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沈阳奥钢联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 risks still exist in guaranteeing the stable production of VACSH, Both Parties shall have the right to terminate the Contract in whole or in part without bearing any legal liabilities.

19.3 因违约（见 18 款）双方在 30 日内无法通过友好协商达成一致的，有权全部或部分终止合同。

Where Both Parties fail to reach consensus through amiable consultation within 30 days in case of breach (refer to Clause 18), either party has the right to terminate all or part of the Contract.

19.4 由于现有水平和条件下难以克服的技术困难而导致开发失败，影响沈阳奥钢联生产需求，沈阳奥钢联有权全部或部分终止合同。

VACSH has the right to terminate the Contract in whole or in part in case failure in development is caused due to insurmountable technical difficulties under the existing level and conditions and influences VACSH's production demand.

19.5 沈阳奥钢联保留任何时候全部或部分终止合同的权利，该等终止由沈阳奥钢联说明原因并以书面形式提前通知供应商。供应商在接到沈阳奥钢联的终止合同通知后，承诺按沈阳奥钢联的要求，做好沈阳奥钢联资产的转移工作，同时提交一份因终止合同而需沈阳奥钢联补偿的清单，沈阳奥钢联有权审计并以审计结果给予补偿。

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

20 其它/Miscellaneous

20.1 适用法律/Applicable Laws

除非沈阳奥钢联和供应商另行规定，中国法律是采购条款唯一的准据法。

The laws of the People's Republic of China shall be the only governing laws for the General Rules for Procurement unless otherwise stipulated by VACSH and the Supplier.

20.2 争议解决

Settlement of Disputes

因采购条款引起或与采购条款有关的任何争议，如果双方不能协商解决，有争议一方应将争议提交沈阳奥钢联所在地的上海仲裁委员会在上海进行仲裁。裁决是终局的，对双方均具有约束力。争议协商和仲裁期间，双方承诺继续履行采购条款或与采购条款有关的未受争议影响条款的权利和义务。

In case any dispute arising from or in connection with the General Rules for Procurement fails to be settled by Both Parties through consultation, the party with the dispute shall submit the dispute to the Shanghai Arbitration Committee in VACSH's place for arbitration in Shanghai. The result of arbitration is final and binding upon Both Parties. During the dispute consultation and arbitration period, Both Parties promise to continue performing the rights and obligations in the General Rules for Procurement or in the terms related to the General Rules for Procurement that are not affected by the dispute.

20.3 沈阳奥钢联保证和供应商签署的采购条款是最新的版本，除了采购条款中所明列的条款，之前的其他阐述，无论是书面的还是口头的，都不列在采购条款约定的范围内。

VACSH shall ensure the General Rules for Procurement signed with the Supplier to be the latest version. Except for the terms expressly listed in the General Rules for Procurement, other prior explanations either in writing or in oral are not listed in the scope stipulated by the General Rules for Procurement.

20.4 采购条款生效/Effectiveness of the General Rules for Procurement

20.4.1 采购条款经双方授权代表签字并加盖公司章或合同专用章后生效。

The General Rules for Procurement comes into force upon signature by duly authorized representatives of Both Parties and affixing of the official seals or contract seals hereto.

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20.4.2 采购条款一式两份，沈阳奥钢联和供应商各执一份为凭，以中、英文两种文字书就，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 General Rules for Procurement shall be in duplicate, and VACSH and the Supplier hold one copy each. The General Rules for Procurement 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.

奥钢联金属部件（沈阳）有限公司（沈阳奥钢联）
Voestalpine Automotive Components Shenyang Co., Ltd(VACSH)

XXXX 年 XX 月 XX 日

XXXXXXXXX 有限公司 ()
XXXXXXXXX Co., Ltd()

XXXX 年 XX 月 XX 日