

1. Relevant Regulations

The legal relationships between MANN+HUMMEL (China) Co., Ltd. (“we” or “us” or “buyer”) and the Supplier are subject to the following terms and conditions and any other written agreements. Changes and amendments must be made in writing. Contradictory terms of delivery shall only apply if expressly acknowledged in writing by our company. We hereby expressly object to any of the Supplier’s notes or references as to the validity and applicability of his general terms and conditions.

2. Ordering and Order Confirmation

2.1 Contracts, orders, agreements or changes must be made in writing in order to be binding. The written form shall also be deemed complied with if an order is made by fax, email or data transmission (EDI, Web EDI). Signing on our part shall not be required. Deviations from agreements and our orders shall be effective only with our prior written approval.

2.2 Acceptance of our order must be confirmed in writing, with indication of our complete order data. If the Supplier fails to reject the order within one week as of receipt, it will be deemed as that the Supplier has accepted our order.

2.3 The Supplier shall be obligated to change the structure and design of the delivery item within the scope of what is reasonable. The effects, in particular as to extra costs and reduced costs, and the delivery dates must be mutually agreed.

2.4 Unless otherwise agreed, the Supplier’s cost estimates shall be binding and free of charge.

3. Delivery Dates / Delay in Delivery

3.1 The agreed-upon delivery dates and deadlines shall be binding. Delivery schedules are binding, unless the Supplier raises any objections within one week of receipt of said schedules. The date of receipt of the goods at the location specified in our order shall be decisive for compliance with the delivery date or deadline. If home delivery has not been agreed, the Supplier must provide the goods in due time by taking into account the usual time for loading and shipping. The Supplier shall be responsible for notifying the carrier specified in our order. If a carrier other than the one specified by us is commissioned without our prior approval, the Supplier must bear any extra costs incurred as a result.

3.2 If the Supplier realizes that he cannot comply with the agreed-upon deadlines for whatever reason, he must immediately notify us in writing.

3.3 Should the Supplier exceed the agreed-upon delivery dates and deadlines, he shall be deemed in default without a reminder being required, provided that a certain date has been directly or indirectly stipulated within the scope of such agreed-upon delivery dates or deadlines.

In case of default we shall be entitled, after the expiry of a reasonable grace period set by us, to have the goods or service owed by the Supplier rendered by a third party at the Supplier’s cost and expense, or to rescind the contract, or to demand compensation for the damages incurred. The Supplier shall be obligated to reimburse us for any and all extra costs incurred as a result of delayed delivery.

3.4 In the event of a culpable deviation from the delivery and packaging provisions, or in the event of early delivery or excess delivery we shall be entitled to claim additional expenditure for logistics in form of liquidated damages in the amount of EUR 100.00 per part (notwithstanding our right to prove even higher damages in individual cases).

1. 有关规定

曼胡默尔管理（上海）有限公司（“我方”或“我们”或“买方”）与供应商的法律关系受下列条款和条件以及任何其他书面协议的约束。任何变更和修改必须以书面形式做出。除非本公司明确书面确认，否则相互矛盾的交货条款不适用。我们在此明确反对任何供应商就其一般条款和条件的有效性和适用性做出说明或引用。

2. 订单和订单确认

2.1 合同、订单、协议或变更必须以书面形式做出，方具有约束力。若订单通过传真、电子邮件或数据传输（电子数据交换、互联网电子数据交换）做出，则也必须采用书面形式。无需我方签字。仅经我方事先书面批准，任何与协议和我方订单不符的情况方可生效。

2.2 对我方订单的接受必须以书面形式确认，同时注明我方完整的订单数据。如果供应商在收到订单后一周内没有拒绝订单，则视为供应商已经接受。

2.3 供应商有义务在合理范围内变更交货项目的结构和设计。效力（特别是关于追加费用和减少费用的效力）和交货日期必须经双方同意。

2.4 除非另有约定，供应商的费用预测应具有约束力且免费进行。

3. 交货日期/延迟交货

3.1 约定的交货日期和截止期限应具有约束力。交货时间表具有约束力，除非供应商在收到该时间表后一周内提出任何异议。在我方订单约定的在指定地点收到货物的日期应对判断供应商是否遵守交货日期或截止期限具有决定性作用。若未约定送货上门，则供应商必须在考虑装货和装运的正常时间后按时提供货物。供应商负责通知我方订单中指定的承运人。若供应商未经我方事先批准，委托非我方指定的承运人，则供应商必须承担由此产生的任何额外费用。

3.2 如果供应商意识到其因故无法遵守约定的截止期限，其必须立即书面通知我方。

3.3 若供应商超过约定的交货日期和截止期限，则应视其违约（无需发出提醒），前提是已在该等约定交货日期或截止期限的范围内直接或间接规定了一个特定交货日期。

如有违约，我方有权在我方设定的合理宽限期届满后，要求第三方为我方提供供应商应提供的产品或服务，费用和支出由供应商承担，或解除合同或要求赔偿我方遭受的损失。供应商有义务向我方赔偿因延迟交货而产生的任何及全部的额外费用。

3.4 若存在不符合交付和包装规定或提前或延迟交货的情况，我方有权要求供应商以支付 100.00 欧元/件产品（但我方有权证明在个别情况下可获得更高金额的赔偿）的违约金的方式获得额外物流费用的补偿。

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| <p>3.5 Acceptance of a delayed delivery or service does not imply waiver of such claims for damages.</p> | <p>3.5 接受延迟交货或服务并不意味着放弃提出前述损害赔偿要求的权利。</p> |
| <p>4. Delivery / Shipping</p> | |
| <p>4.1 Each shipment must be accompanied by a delivery note including our complete order data.</p> | <p>4. 交货/装运</p> <p>4.1 每批货物必须附有一份包括我方完整订单数据的交货单。</p> |
| <p>4.2 The Supplier undertakes to adhere to all applicable national and international foreign trade, embargo, customs, payment and anti-terrorism laws and regulations as well as sanctions. The Supplier shall provide the buyer with any relevant export control information (e.g. control list number) as well as Harmonized System Code (HSC) for each invoiced item. ECCN (Export Control Classification Number) has to be provided in case of US goods.</p> | <p>4.2 供应商应遵守所有适用的国内的和国际的关于对外贸易、禁运、海关、付款和反恐以及制裁方面的法律和规定。供应商应向买方提供所有的出口管制信息（例如：管制商品目录编号）和每票货物的海关编码（HSC）。美国的货物应该提供 ECCN（出口控制分类号）。</p> |
| <p>4.3 The Supplier shall be obliged to inform the buyer about preferential status and country of origin of the goods supplied to the buyer. Suppliers having their registered office in or shipping from a country with which China has signed a preferential agreement must confirm the preferential status of the supplied goods with a document as defined in the relevant agreement and with the wording required by law. Supplier has to immediately inform the Buyer about any changes to these aforementioned documents. Supplier will be responsible for any additional cost (including customs duties) arising out of any failure to inform the Buyer immediately or to provide evidence for the notified preferential status to his authorities in case of audits. Information on country of origin has to be available on suppliers' business documents per invoiced item using ISO alpha-2 codes.</p> | <p>4.3 供应商应告知买方有关货物的优惠状态和原产地的信息。如供应商在与中国已经签署了优惠协议的国家有注册的办公地或其供应的货物系从该等国家运出，供应商必须附上相关优惠协议中所规定的文件和法律要求的描述以确认所供货物的优惠状态。供应商应就前述文件的任何变化立即通知买方。供应商将承担因未能立即通知买方或未能在被审计时向其政府部门提供证据证明货物优惠状态而产生的任何额外费用（包括海关关税）。原产地信息应可在每票使用的ISO alpha-2 编号的货物的供应商商业文件中获得。</p> |
| <p>4.4 The Supplier undertakes to inform the buyer immediately in writing in the event that any declaration of preferential status or commercial origin, or any part thereof, ceases to be valid or is subject to change.</p> | <p>4.4 在优惠情况或货物原产地声明（或其任何部分）失效或可能发生变更的情况下，供应商承诺立即告知买方。</p> |
| <p>4.5 The Supplier agrees to comply with any relevant international security programs (e.g. C-TPAT/AEO F or C/KC Air Cargo Security) in order to ensure the punctual delivery of supplies to the buyer. If the Supplier does not utilize any of these security programs, they must provide a security declaration with the first delivery. New security declarations must be provided each year.</p> | <p>4.5 供应商同意遵守任何相关国际安全计划（例如 C-TPAT/AEO F 或 C/KC 航空货运安全），以确保准时向买方交货。若供应商未应用任何该等安全计划，其必须在首次交货时提供安全声明。新的安全声明必须在每年都提供。</p> |
| <p>4.6 Unless otherwise agreed, deliveries shall be made to their destinations free of freight charges and packaging costs DAP (according to Incoterms 2010). In that case, the risk shall pass onto the buyer at the time of delivery at the agreed-upon destination.</p> | <p>4.6 除非另有约定，货物应交付至目的地，不收取运费和包装费 DAP（根据 2010 年国际贸易术语解释通则）。在此情况下，风险应在交货至约定目的地后转移到买方。</p> |
| <p>5. Invoices / Payment Terms</p> | |
| <p>5.1 When issuing invoices, the invoices must include our complete order data (order no., date, delivery note no.). In case of noncompliance with this provision, the Supplier shall be responsible for any consequential delays in invoice processing and payment. Invoices must be submitted as specified in the order. We reserve the right to return invoices with incomplete or inaccurate order data or with inaccurate or incomplete billing address to the Supplier.</p> | <p>5. 发票/付款条件</p> <p>5.1 开具发票时，发票内容必须包括我方完整的订单数据（订单号、日期、交货单号）。如果不遵守这一规定，供应商应承担由此引起的发票处理和付款延误后果。发票必须按订单规定提交。我方保留向供应商退回订单数据不完整或不准确或寄付账单地址不完整或不准确的发票的权利。</p> |
| <p>5.2 Unless otherwise agreed in writing or a special arrangement has been made, payment shall be made by way of money transfer after 90 days net as of the day of receipt of the goods, but no earlier than as of receipt of the invoice.</p> | <p>5.2 除非另有书面约定或有特殊安排，应在收到货物之日起90天内（但不得早于收到发票之日）通过汇款方式付款。</p> |
| <p>5.3 In case of acceptance of early deliveries, maturity shall depend on the agreed-upon delivery date.</p> | <p>5.3 若接受提前交货，到期日应以约定的交货日期为准。</p> |

- 5.4 We reserve the right to verify and acknowledge deliveries and invoices. In case of faulty delivery we shall be entitled to retain payment in the amount of the outstanding delivery until proper fulfillment.
- 5.4 我方保留核实和确认交货和发票的权利。若交货不全，我方有权扣留付款中未交货的费用，直到完全交货为止。
- 5.5 Without our prior written approval the Supplier shall not be entitled to assign the claims that he has against us or to have his receivables collected by third parties. Should the Supplier assign such claims to a third party without our approval, such assignment shall nevertheless be valid. We shall be free to decide, however, whether we will make payment with discharging effect to the Supplier or to such third party.
- 5.5 未经我方事先书面同意，供应商无权转让其对我方拥有的索赔或由第三方收取其应收款。若供应商未经我方同意转让该等索赔，该转让无效。但我方可自由决定是否向供应商或该等第三方付款。
- 6. Supplier's Master Data**
- 6. 供应商的主要数据**
- 6.1 Prerequisites for entering into any business relationship with a Supplier are that the Supplier provides a DUNS number and any other information required during the registration process. An order can only be placed with Suppliers who, at the time of ordering, are registered with our supplier portal with their DUNS number.
- 6.1 与供应商建立任何业务关系的前提：供应商提供邓白氏编码以及注册过程中所需的任何其他信息。只有使用邓白氏编码在我方供应商门户注册的供应商，我方方可向其下订单。
- 6.2 The supplier portal can be accessed from the supplier area of the MANN+HUMMEL home page. The Supplier shall undertake to keep his data in the portal always up to date. The Supplier shall undertake to verify his datasets at least once per year.
- 6.2 供应商门户可从MANN+HUMMEL主页的供应商区域进入。供应商应保证更新其在入口网站登记的数据，以及每年至少对其数据集进行一次检查。
- 7. Force Majeure**
- 7. 不可抗力**
- 7.1 Force majeure, wars, natural disasters, official measures (such as confiscation, ban on exports) and other unforeseeable, inevitable and serious events shall release the contractual parties from their duties for the duration of the disturbance and to the extent of their effect. The contractual parties shall be obligated to immediately provide all necessary information within the scope of what is reasonable and to adapt the obligations in good faith to the changed circumstances.
- 7.1 若发生不可抗力、战争、自然灾害、官方措施（如没收、禁止出口）以及其他不可预见、不可避免的严重事件，在受该等事件干扰和影响期间，应解除合同双方的义务。合同双方有义务在合理范围内立即提供所有必要信息，并以诚信的态度根据变化情况修改义务内容。
- 7.2 Should such event last longer than two months, the contractual parties may rescind the respective agreement (or the yet unfulfilled contractual obligations) or terminate the respective agreement without notice.
- 7.2 如果此类事件持续时间超过两个月，合同双方可解除相关协议（或尚未履行的合同义务）或终止相关的协议，无需另行通知。
- 8. Notice of Defects**
- 8. 缺陷通知**
- We shall promptly notify the Supplier in writing of any defects of delivery as soon as we become aware of such defects in our proper course of business, and the Supplier shall waive the defense of late notice of defects.
- 一旦我方在正常经营过程中发现供应商存在交货缺陷，我方应立即书面通知供应商该等缺陷，且供应商应放弃以我方迟延通知作为抗辩理由。
- 9. Defects of Quality**
- 9. 质量缺陷**
- 9.1 For all goods and delivery items, the warranty claims shall expire after 24 months as of delivery to our customers, unless other periods have been expressly stipulated in writing.
- 9.1 对于所有货物和交货项目，质保索赔权应在货物交付给我方客户之日起24个月期满后终止，除非书面明确规定其他期限。
- 9.2 As regards quantity and quality, delivery must comply with the agreed-upon terms and conditions, the intended use, our quality requirements, the relevant environmental provisions, the DIN standards applicable on the day of delivery, state-of-the-art technology, the relevant provisions and directives issued by the authorities and industrial associations as well as with legal provisions and regulations.
- 9.2 对于交货的数量和质量，交货必须遵守约定的条款和条件、预期用途、我方质量要求、有关环境规定、在交货日可适用的德国工业标准、最先进的技术、政府机关和产业协会颁布的相关规定和指令以及法律法规。
- 9.3 In case of defects of delivery, including the absence of an agreed-upon property, the Supplier shall be obligated to either – at our own option and notwithstanding our other legal remedies – promptly remove the defect free of charge or deliver parts that are free of defects (incl. in each case the necessary expenses), or to grant a reasonable discount. Should the Supplier be unable to do so, or should he fail to promptly comply with such obligation, we may rescind the contract and return the goods to the Supplier at latter's own
- 9.3 若交货存在缺陷（包括缺少约定的性能），供应商有义务（根据我方的自行选择，但不影响我方采取的其他法律救济权利）立即免费消除缺陷或交付无缺陷部件（包括必要费用），或提供合理折扣。若供应商无法进行该等行为或未立即履行该等义务，我方可解除合同并向供应商退回货物（风险和费用由供应商承担）。此外，供应商应进行合理的分析和采取纠正措施，以消除缺陷原因，防止再次发生此类缺陷。

risk and cost. Moreover, the Supplier shall perform reasonable analyses and corrections to remove the cause of the defect in order to prevent such defect from reoccurring.

In urgent cases, we shall be entitled to remove or have the defects removed at the Supplier's cost and expense, notwithstanding our other claims. The costs incurred in this connection shall be borne by the Supplier.

9.4 Should the Supplier repeatedly deliver defective goods or should he repeatedly provide defective goods or services, we shall be entitled, after a written warning, to rescind the contract even in respect of deliveries that have not yet been made if the Supplier continues to make defective deliveries or provide defective goods or services.

9.5 In addition, the Supplier shall be obligated to reimburse any and all pertinent costs for repairs or for the replacement of defective goods (incl. transportation, handling, sorting, installation, demounting, material, and labor costs). For each handling of a warranty case, the Supplier shall be obligated – insofar as he is responsible for the defect – to pay liquidated damages in the amount of EUR 100.00 per part (notwithstanding our right to claim higher damages in individual cases).

9.6 Should we assume any obligation vis-à-vis our customers in our capacity as supplier, which obligation would result in a longer or further liability for defects or warranty, the Supplier shall be obligated to have such regulation also apply for himself after prior written notification and as of the time of such notification.

10. Liability

10.1 Unless otherwise agreed herein, the Supplier shall be obligated to pay for the damages, including any consequential damages, incurred directly or indirectly as a result of a defective delivery or for any other reasons attributable to the Supplier. In principle, liability for damages shall only apply if the Supplier, his representatives or his assistants and vicarious agents are responsible for the damage. Liability for damages shall be excluded in as far as we have effectively limited liability vis-à-vis our customer. We strive to agree on limitations of liability also for the benefit of the Supplier to the extent permitted by law.

10.2 If claims are asserted against us by third parties based on liability regardless of negligence or fault, the Supplier shall indemnify us against such liability if he is predominantly responsible for the damage.

11. Product Liability

11.1 If claims are asserted against us based on product liability, the Supplier shall undertake to indemnify us against such claims if and insofar as the damage was caused by a defective delivery item. In case of liability based on fault, this shall apply only in the event that the Supplier is at fault. The Supplier shall bear the full burden of proof insofar as he is responsible for the cause of the damage.

11.2 In such cases the Supplier shall be obligated to bear any and all costs and expenses, including the costs of litigation (if applicable), and to indemnify us in that respect.

11.3 Otherwise, the legal provisions shall apply.

11.4 In case of a product recall due to a defective product delivered by the Supplier, we shall notify the Supplier to give him the opportunity to agree with us on the procedure and performance of the recall, unless prior notification of the Supplier is impossible because of the urgency of the matter. The

在紧急情况下，我方有权自行或委托他人消除缺陷（由供应商承担成本和费用），但不影响我方享有的其他索赔权的行使，由此产生的费用由供应商承担。

9.4 如果供应商多次交付有缺陷的货物或多次提供有缺陷的服务，在发出书面警告后，若供应商继续交付缺陷货物或提供缺陷服务，我方有权就未交货部分解除合同。

9.5 此外，供应商有义务就我方修理或更换缺陷货物相关的任何及全部费用（包括运输、装卸、分拣、安装、拆卸、材料和人工费）做出赔偿。针对处理的每起质保案例，供应商有义务针对其有责任缺陷向我方支付100欧元/件产品的违约金（但我方有权在个别情况下要求获得更高的赔偿）。

9.6 若我方以作为供应商的身份对我方客户承担任何义务，且该义务导致我方针对缺陷或质保承担更长的保证期限或进一步的责任，则经我方事先书面通知，供应商有义务在收到该通知后针对缺陷或质保承担更长的保证期限或进一步的责任。

10. 责任

10.1 除非另有约定，供应商有义务支付损害赔偿金，包括因交货缺陷或因供应商的任何其他原因而直接或间接引起的任何结果性损害。原则上，损害赔偿责任仅在供应商、其代表或其助理和代理人对损害负责的情况下适用。若我方对我方客户承担有限赔偿责任，则供应商在我方对客户承担的有限损害赔偿以外的责任应被免除。我方力求在法律允许范围内，为供应商的利益就赔偿责任的限额与我方客户达成一致。

10.2 若第三方就赔偿责任向我方提出索赔（无论是因为我方过失还是错误），供应商对损害承担主要责任的，供应商应就该等赔偿责任向我方做出赔偿。

11. 产品责任

11.1 若根据产品责任向我方提出索赔，有缺陷交货项目引起损害的，供应商应承诺对我方做出赔偿。若为基于过错的责任，则仅在供应商有过错时适用。若供应商应对损害原因负责，则其应承担提供证明的全部责任。

11.2 在此情况下，供应商有义务承担任何及全部成本和费用，包括诉讼费（若适用），并就此向我方做出赔偿。

11.3 否则，法律的规定应适用。

11.4 若因供应商交付缺陷产品导致产品召回，我方应告知供应商，为其提供与我方约定召回程序 and 进行召回的机会，除非因情势紧急而无法事先通知供应商。若因供应商交付缺陷货物导致召回，则供应商应承担召回费用。

- Supplier shall bear the cost of the recall if and insofar as such recall is the result of a defective item delivered by the Supplier.
- 11.5 The Supplier undertakes to take out the necessary product liability insurance, which also covers the recall costs. At our request, the Supplier must prove that he has taken out such insurance by submitting the insurance certificate.
- 12. Quality, Environment and Documentation**
- 12.1 When making deliveries, the Supplier must comply with the generally accepted rules of technology and safety regulations as applicable from time to time. Insofar as we have provided the Supplier with drawings, samples or other provisions or documents, he shall comply therewith as regards the design and characteristics of the delivered item. Changes to the delivery item or to an already approved production process, or its relocation to a different place, require written notification in due time by the Supplier and our prior express written consent.
- 12.2 The following regulations shall apply for the delivery of production material. Changes to these regulations in individual cases must be made in writing.
- 12.3 The Supplier shall maintain or develop a quality management system based on ISO 9001 in the version as applicable from time to time. Certificates from an accredited office or second-party certification and equal QM systems may be approved after prior review on our part. The Supplier shall add a copy of the current certificate to the supplier portal, and shall update said certificate after expiry of the validity date without being specifically requested to do so. The Supplier must promptly notify us if the certificate is revoked.
- 12.4 Except otherwise agreed in writing, the prototyping will be performed in accordance with ISO 9001 and according to initial sample inspection report (ISIR).
- 12.5 Regardless of a successful sampling, the Supplier must constantly check the quality of delivery items and must perform re-qualification tests on a regular basis. The contractual partners must keep each other informed of the possibilities of further quality improvement.
- 12.6 The Supplier shall comply with any applicable environmental protection laws and standards. Continuous improvement of operational environmental protection and the avoidance of environmental pollution shall be ensured systematically according to generally accepted rules.
- 12.7 When making deliveries to the European Union, the Supplier shall be obligated to comply with the requirements of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council dated 18 December 2006, concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). Products that do not fully comply with the requirements of REACH must not be supplied to us.
- 12.8 The Supplier shall obligate his subcontractors in accordance with the above provisions.
- 13. Industrial Property Rights (IPR)**
- 13.1 The Supplier warrants that we will not infringe on any patents or industrial property rights (including IPR applications) or other copyrights by reselling the supplied products or by deploying or using them as contractually agreed. He shall indemnify us, our affiliated companies, appointed buyers and/or its/their customers harmless from and against any and all claims, losses, damages, costs and expenses (including reasonable attorneys' fees), whether direct or indirect, arising from or relating to any and all claims brought by
- 11.5 供应商承诺购买必要的产品责任险，该保险理赔范围应涵盖召回费用。应我方要求，供应商必须通过提交保险证书证明其已购买该等保险。
- 12. 质量、环境和文件**
- 12.1 交货时，供应商必须遵守普遍接受的技术和不时适用的安全条例。若我方向供应商提供图纸、样件或其他文件规定，供应商应保证交货的设计和特征符合该等规定。交货项目或已批准生产工艺发生变更的，或其搬迁到不同地方的，供应商须及时向我方发出书面通知，并事先获得我方明确书面同意。
- 12.2 下列规定适用于生产材料的交付。对该等规定做出变更的，必须采用书面形式。
- 12.3 供应商应根据ISO 9001（不时适用的版本）维护或开发质量管理体系。经我方事先审核，可批准认证办事处颁发的证明或第三方证明以及同等的QM体系。供应商应将一份现行证书的复本添加到供应商门户，并在有效日期到期后对该等证书进行更新，而无需我方明确要求。若证书被撤销，供应商必须立即通知我方。
- 12.4 除非另有书面约定，供应商将按照ISO 9001和初始样件测试报告（ISIR）制造产品样件。
- 12.5 即使制样成功，供应商也必须定期检查交货件的质量和进行再验证试验。合同双方必须告知对方进一步改善质量的可能性。
- 12.6 供应商应遵守任何适用的环境保护法律和标准。应按照公认规则系统性地保证持续改进作业环境保护和避免环境污染。
- 12.7 向欧盟交货时，供应商有义务遵守2006年12月18日欧洲议会和理事会1907/2006号条例（EC）关于化学品注册、评估、授权和限制（REACH）的要求。不得向我方提供不完全符合REACH要求的产品。
- 12.8 供应商责成其分包商遵守上述规定。
- 13. 工业知识产权（IPR）**
- 13.1 供应商保证，我方不会因转售供应产品或按合同约定配置或使用供应产品，侵犯任何专利或工业知识产权（包括IPR应用程序）或其他版权。针对第三方提出的声称产品或服务（无论是否与其它产品组装）构成侵权或滥用第三方权利（包括但不限于知识产权）的主张，供应商应赔偿我方、我方关联公司、指定的买方和/或其客户并使得免于直接或间接的因该等第三方的主张遭受任何索赔、损失、损害、费用和支出（包括但不限于合理的律师费）。

a third-party alleging that the manufacture, use or sale of the goods or service (whether or not incorporated in other products) constitutes infringement or misappropriation of any third party right, including, without limitation, any third party Intellectual Property Right.

- 13.2 The contractual partners shall be obligated to promptly notify each other of any infringement risks and alleged infringement cases they become aware of and to give each other the opportunity to amicably counter any such claims.

14. Retention of Title

We shall not accept or acknowledge any extended or prolonged retention of title by the Supplier. The agreement on such retention of title shall require separate written approval on our part.

15. Confidentiality

- 15.1 The contractual partners undertake to treat with confidentiality (as a business secret) any and all business and technical details that are not publicly known and that they become aware of within the scope of their business relationship.

- 15.2 Drawings, models, templates, samples, tools, appliances and similar items must not be surrendered or otherwise made accessible to unauthorized third parties. Duplication or reproduction of such items shall only be permitted within the scope of business requirements and copyright regulations.

- 15.3 The Supplier's subcontractors shall be obligated accordingly.

- 15.4 The contractual partners may advertise their business relationship or goods only with prior written approval.

16. Production material

Material, tools, samples, models, patterns, drawings and other production materials as well as confidential information provided to the Supplier or paid by us shall be and remain our property.

The Supplier undertakes to treat them as confidential and to use them for deliveries to third parties only with our prior written approval.

17. Code of conduct for suppliers

The Supplier shall observe the MANN+HUMMEL Code of Conduct when performing their deliveries and services. The Supplier undertakes to safeguard human rights, comply with labour standards and not to tolerate discrimination or forced/child labour. The Supplier confirms that it does not tolerate any form of corruption or bribery. The Supplier will also require its subcontracted suppliers to comply with the Code of Conduct. The MANN+HUMMEL Code of Conduct can be accessed at www.mann-hummel.com/coc. If the Supplier culpably infringes these obligations then, without prejudice to other claims, MANN+HUMMEL shall be entitled to withdraw from the contract or to terminate the contract.

18. General Provisions

- 18.1 Should one of the contractual partners stop making payments or should insolvency proceedings be instituted against his assets, the other contractual partner shall be entitled to rescind that portion of the agreement which has not yet been fulfilled.

- 18.2 If any of the provisions contained in these Terms and Conditions and other agreements is or becomes invalid, it shall

- 13.2 合同双方有义务在知悉任何侵权风险和侵权指控后立即告知对方，并为对方提供友好处理任何该等索赔的机会。

14. 所有权保留

我方不接受或承认供应商延长或长期保留产品的所有权。关于所有权保留的协议，须取得我方书面同意。

15. 保密

- 15.1 合同双方承诺对其在其业务关系范围内知悉对方的任何及全部非公开业务和技术详情当作商业秘密进行保密。

- 15.2 不得向未授权第三方交付或以其他方式提供图纸、模型、模板、样品、工具、器具和类似项目。仅可在业务要求和版权条例的范围内复印或复制该等项目。

- 15.3 供应商应使其分包商承担上述义务。

- 15.4 经对方事先书面批准，合同双方可宣传双方的业务关系或货物。

16. 生产材料

向供应商提供的或我方已付款的材料、工具、样品、模型、图样、图纸和其他生产材料以及保密信息应属于我方财产。

供应商承诺对其保密，并仅在我方事先书面同意后才能将其用于向第三方交付。

17. 供应商行为准则

供应商在交货和提供服务时应遵守 MANN+HUMMEL 行为准则。供应商承诺保障人权、遵守劳工标准和杜绝歧视或强迫劳工/童工现象。供应商确认其将杜绝任何形式的腐败或贿赂。供应商还将要求其分包的供应商遵守行为准则。关于 MANN+HUMMEL 行为准则，可访问 www.mann-hummel.com/coc 获得。若供应商违反该等义务，在不损害其他索赔的情况下，我方有权撤销合同或终止合同。

18. 一般条款

- 18.1 若合同一方停止付款或被针对其资产提起破产程序，则合同另一方有权解除未履行的合同部分。

- 18.2 若本条款和条件以及其他协议中的任何条款无效或失效，则该等无效的条款不影响合同其余条款的有效性。合同双方有义务采用有效条款替代上述无效条款，以最大限度的反映有

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| <p>not affect the validity of the remaining contract. The contractual partners shall be obligated to replace such invalid provision with a valid provision that best reflects the economic success of the invalid provision.</p> <p>18.3 The place of performance for all deliveries shall be the plant indicated in the order.</p> <p>18.4 Unless otherwise agreed, the laws and only the laws of the People's Republic of China shall apply. Application of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods shall be excluded.</p> <p>18.5 The place of jurisdiction for the dispute relating to this terms and conditions shall be the People's court with jurisdiction at our place of business.</p> <p>18.6 This terms and conditions of purchasing are the basis of the supply relationship existing with the Supplier and shall apply to all of the Supplier's deliveries and services.</p> <p>18.7 This terms and conditions of purchasing is made in English and Chinese, if any conflict between this two languages, the Chinese version shall prevail.</p> | <p>效条款给双方带来的经济效益。</p> <p>18.3 所有交货的履行地点应为订单中指定的工厂。</p> <p>18.4 除另有约定外，应仅适用中华人民共和国法律。1980年4月11日的《联合国国际货物买卖合同公约》应排除适用。</p> <p>18.5 与本条款和条件有关的争议的管辖地应为我方的营业地有管辖权的人民法院。</p> <p>18.6 本采购条款和条件是我方与供应商成立采购关系的基础，对供应商的所有交货和服务适用。</p> <p>18.7 本采购条款和条件以英文和中文书就，如两种语种不一致的，则以中文文本为准。</p> |
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These terms and conditions of purchasing are the basis of the supply relationship existing with you and shall apply to all of your deliveries and services with immediate effect. Please confirm these conditions for us by returning the signed document to us.

We have received and acknowledged your current terms and conditions of purchasing for production material.

Please contact your responsible purchaser at MANN+HUMMEL if you have any queries.

此采购条款与条件是您建立供应关系的基础，并立即适用于您的所有交货和服务。请签署并寄回此文件以确认接受此条款与条件。

我们确认收到并认可贵方的现行生产材料采购条款与条件。

如果有任何疑问请联系曼胡默尔相关采购员。

Place, date / 地点，日期

Signature, company stamp / 签名，公司章