

TERMS AND CONDITIONS FOR PURCHASE OF COMPONENTS AND MATERIALS

部件及材料采购条款与条件

PREAMBLE

These Terms and Conditions for Purchase of Components and Materials (the "Terms") apply to all quotations, purchase orders and order confirmations between any legal entity of GPV Group (the "Buyer") and a seller of Components (the "Supplier") in respect of the purchase of Components, except otherwise agreed to in writing by the Parties. Supplier and Buyer shall be referred to as "Party" or jointly as "Parties".

前言

除非双方另有书面约定，本《部件及材料采购条款与条件》（以下简称“本条款”）适用于 GPV 集团的任何法律实体（以下简称“买方”）与部件卖方（以下简称“供应商”）之间有关部件采购的所有报价、采购订单和订单确认。供应商和买方单独称为“一方”，合称为“双方”。

The GPV Group comprises of GPV Group A/S, Central Business Reg.no. (CVR) 43337483, Lysholt Allé 11, DK-7100 Vejle, and all its affiliated companies. In these Terms "Affiliate" shall mean an entity directly or indirectly controlled by GPV Group A/S whether by shares or voting rights. Any GPV Affiliate shall be independently liable for the Purchase Order(s) it places. GPV 集团包括 GPV Group A/S、Central Business Reg.no. (CVR) 43337483, Lysholt Allé 11, DK-7100 Vejle 及其所有关联方。在本条款中，“关联方”指 GPV Group A/S 通过股份或表决权直接或间接控制的实体。任何 GPV 关联方均对其所采购的订单承担独立的非连带责任。

1. DEFINITIONS

定义

“Claim”

means any demand, claim, suit, action, assertion, or legal proceeding brought by any third party and all resulting judgments, settlements, and expenses (including reasonable attorneys' fees and costs).

“索赔”

指任何第三方提出的任何要求、索赔、诉讼、行动、主张或法律程序，以及由此产生的所有判决、和解和费用（包括合理的律师费和成本）。

“Components”

means any components, parts and/or materials purchased as specified in the Order, including any Embedded Software. For the purposes of applicable EU regulations, Component shall include articles, preparations, and substances.

“部件”

指按订单规定购买的任何部件、零件和/或材料，包括任何嵌入软件。根据适用的欧盟法规，部件应包括物品、制剂和物质。

“Data Sheet”

means any written technical data sheet, and any other relevant data sheets, including but not limited to material safety data sheet ("MSDS") and safety datasheet in accordance with REACH (if applicable), for a Component.

“数据表”

指任何关于部件的书面技术数据表和其他相关数据表，包括但不限于符合 REACH（如适用）规定的材料安全数据表（"MSDS"）和安全数据表。

“Date of Delivery”

means the date, on which the Component is to be delivered to Buyer to the agreed location as stated in the Order.

“交付日”

指将部件交付至订单中约定的买方地点的日期。

“Embedded Software”

means any software included to the Component, forming an integral part of the Component, and delivered with the Component to Buyer.

“嵌入软件”

指包含在部件中的任何软件，构成部件的一个组成部分，并与部件一起交付给买方。

“End-Customer”

means Buyer's customer(s) to whom Buyer provides manufacturing services and delivers products in which the Components are used.

“终端客户”

指买方的客户，买方为其提供制造服务并向其交付使用部件制造的产品。

“IPR”

means patent, copyright, trademark, trade secret, design, or any other intellectual property rights or industrial rights, and applications, divisions, continuations, renewals, re-exams, and reissues thereof.

“知识产权”

指专利、版权、商标、商业秘密、设计及任何其他知识产权或工业产权，以及其申请、分割、延续、续展、复审和重新授权。

“Defect”

means any Component or part thereof that i) does not meet all Supplier's warranties under these Terms, ii) does not conform to the Specifications and/or Data Sheet, iii) does not conform with agreed or otherwise applicable/mandatory environmental or regulatory provisions, iv) does not conform with any other requirements agreed between the Parties, and/or v) fails the incoming inspections.

“缺陷”

指任何部件本身或其部分：i) 不符合本条款约定的全部供应商保证；ii) 不符合约定规格和/或数据表；iii) 不符合约定的或其他适用的或强制性的环境或监管规定；iv) 不符合双方约定的任何其他要求；和/或 v) 未能通过进货检验。

“Order”

means any communication identified as an Order from Buyer to the Supplier (in paper, electronic or other recorded format) providing the authorisation to formalize a purchase transaction with Supplier under these Terms.

“订单”

指买方向供应商发出的任何被认定为订单的任何通信（以纸质、电子或其他可记录的形式），授权与供应商在本条款项下正式进行采购交易。

“Specification”

means any written technical and other specification provided by Buyer and/or its End-Customers to Supplier, including but not limited to all documents, drawings, test instructions, quality requirements, software or other requirements specified in an Order, or otherwise provided to Supplier in writing.

“规格”

指买方和/或其终端客户向供应商提供的任何书面技术规格和其他规格，包括但不限于在订单中或以其他书面方式提供给供应商的所有文件、图纸、测试说明、质量要求、软件或其他要求。

“Tools”

means tools provided by Buyer and/or End-Customer to Supplier or developed by Supplier for Buyer and/or End-Customer and used in the manufacturing of the

Components.

“工具”

指买方和/或终端客户向供应商提供的工具或供应商为买方和/或终端客户开发的、用于制造部件的工具。

2. VALIDITY 有效性

Terms and conditions of the Supplier are always excluded, even in cases in which Buyer does not reject them explicitly and by selling Components to Buyer, Supplier shall be deemed to have fully accepted these Terms. No modification, alteration, addition, or amendment to these Terms shall be valid, unless accepted in writing by Buyer. A valid written purchase agreement for the Components signed by the Parties shall nevertheless prevail over these Terms as of the effective date of such agreement. The invalidity or non-enforceability of any particular provision of the Terms shall not affect the validity of the other provisions hereof.

供应商的条款和条件将始终被排除，即使是在买方没有明确拒绝的情况下；供应商向买方销售部件，即视为供应商完全接受本条款。除非买方书面同意，否则对本条款的任何修改、变更、补充或修订均无效。尽管如此，经双方签署的有效的书面部件采购协议将自该协议生效之日起优先于本条款适用。本条款中任何特定条款的无效或不可执行，不影响本条款项下其他条款的效力。

3. ORDERING AND FORECASTING 订购和预测

Supplier will deliver the Components in accordance with Buyer's Orders. Supplier shall confirm the Order within two (2) working days from the receipt of the Order either with electronic confirmation form, or directly on Buyer's e-Procurement platform, unless otherwise agreed in writing. If the confirmation of the Order is not received within this time frame, the said order(s) shall be deemed to be accepted by Supplier.

供应商应按照买方的订单交付部件。除非双方另有书面约定，供应商应在收到订单后的两（2）个工作日内以电子确认表或直接在买方的电子采购平台上完成订单确认。如果买方在前述期限内未收到订单确认，则视为供应商已接受该订单。

The Order confirmation must match Buyer's Order and include at minimum confirmation of i) Manufacturing Part Number, ii) the price, iii) the quantity of Components, iv) Date of Delivery, and v) any specific requirements included in the Order (e.g., requirements on the raw materials). Any deviation from the Order when confirmed by the Supplier shall only be valid when confirmed by Buyer in writing prior to the Date of Delivery stated in the Order.

订单确认必须与买方的订单相一致，并至少包括对以下内容的确认：i) 制造零部件编号，ii) 价格，iii) 部件数量，iv) 交付日，和 v) 订单中包含的任何特殊要求（例如，对原材料的要求）。供应商确认的订单与买方订单之间的任何偏离，仅在订单中规定的交付日之前经由买方书面确认方为有效。

Buyer may provide Supplier with estimates of its future needs for Component(s). Supplier acknowledges that any such forecasts issued by Buyer shall under no circumstances be regarded as binding orders or as a commitment of purchase. Buyer shall have no minimum ordering or purchase commitment for Components.

买方可以向供应商提供其对部件未来需求的预测。供应商确认，买方发出的任何该等预测在任何情形下均不应视为有法律约束力的订单或购买承诺。买方不对部件订购或购买最低数量做出任何承诺。

4. PRICES AND INVOICING 价格及开票

Purchase prices as stated in the Order shall be binding and shall be the maximum amount due and payable by Buyer, unless otherwise agreed in writing. The Prices are set in EUR, unless otherwise mutually agreed in writing.

除非另行书面达成一致，订单中所示的采购价格应具有约束力且为买方应付的最高金额。除非另行书面达成一致，价格以欧元（EUR）计算。

Unless otherwise specifically stated in the Order, all prices are exclusive of VAT (value-added tax) and inclusive of all extra charges, including charges for packing, containers, transportation, insurance, other taxes, and tariffs. All taxes shall be shown separately on Supplier's invoice.

除非在订单中另有具体说明，所有价格不包含增值税（VAT）且包含所有额外费用，包括包装费、容器费、运输费、保险费、其他税费和关税。所有税费应在供应商的发票上单独列示。

Neither Party is liable for any of the taxes of the other Party that the other Party is legally obligated to pay, and which are incurred or arise in connection with the transactions under the Order and these Terms. All such taxes shall be the responsibility of the Party who is obligated by law to pay such tax.

任何一方不对另一方有法定义务支付的、因订单和本条款项下交易所产生的或与此相关的任何税费承担责任。所有此类税费应由按法律规定负有缴纳义务的一方承担。

5. PAYMENT TERMS 支付条款

Terms of payment are current month plus sixty (60) days after the delivery has been completed and a properly issued invoice has been received.

付款期限为交货完成并收到正确开具的发票后的当月加六十（60）天。

In cases where Supplier has a commitment to provide for the testing of materials, testing protocols, quality control documents or other contractual documentation, the delivery shall not be considered complete until Supplier has delivered the complete documentation.

如果供应商承诺提供材料测试、测试条款、质量控制文件或其他合同文件，则在供应商交付完整文件之前，交付不应视为完成。

Buyer has the right to withhold payment of any invoice to the extent appropriate due to any inadequacy of a delivery. The payment period shall in this case begin after full correction of any inadequacy.

买方有权在合理范围内因未完全交付而拒绝支付发票。该等情形下的付款期限应在不完全交付得以完全纠正后开始计算。

Payment for the Components shall not constitute acceptance of such Components and shall be without prejudice to any claims or rights that Buyer may have against Supplier. Upon reasonable notification to Supplier, Buyer may withhold, offset, and deduct from any invoice, any damages resulting from any breach of the Order or these Terms, or any other amount, which Supplier owes to Buyer.

对部件的付款不应构成对该等部件的接受，也不应影响买方可对供应商提出的任何索赔或权利。经合理通知供应商，买方可从任何发票中扣留、抵销和扣除因违反订单或本条款而造成的任何损失或供应商应向买方支付的任何其他数额。

6. CANCELLATION 取消

Buyer shall have the right to cancel or reschedule confirmed Order(s) free of charge at a minimum three (3) business days prior to the agreed Date of Delivery, provided that the delivery has not commenced from Supplier's location. Cancellation or rescheduling with less than three (3) business days prior to the agreed Date of Delivery will be separately agreed upon in writing in good faith.

买方有权在约定的交付日前三（3）个工作日或任何更早的时间免费取消或重新安排已确认的订单，但前提是尚未从供应商所在地发货。如需在约定的交付日前三（3）个工作日内取消或重新安排订单，双方应基于诚信原则另行商定。

Buyer shall have the right to cancel unconfirmed Order(s) and Order(s) confirmed with a different delivery date than requested at any time without incurring any liabilities. In addition, Buyer may cancel without liability of any kind and without waiving any other rights or remedies, including any right to damages, which Buyer may have at law or in equity, upon the occurrence of any of the following events i) Supplier's insolvency, ii) the appointment of a receiver for Supplier, iii) an assignment by Supplier for the benefit of creditors, or iv) in Buyer's reasonable judgement, the inability of Supplier to perform.

买方有权随时取消未经确认的订单以及交付日与要求的交付日不同的已确认的订单，而无需承担任何责任。此外，在下列事件发生时，买方可取消订单而无需承担任何责任且无需放弃任何其他权利或救济，包括根据法律或衡平法项下任何获得损害赔偿的权利：i) 供应商破产；ii) 供应商被指定财产管理人；iii) 供应商为债权人利益进行的转让；或者 iv) 根据买方合理判断，供应商无法履约。

7. DELIVERY AND DELAY 交付和延迟

Unless otherwise stated in the Order, the delivery term is INCOTERMS 2020, DDP Buyer's location as stated in the respective Order. Risk of loss to the Components shall pass to Buyer according to the agreed INCOTERMS 2020. Title to the Components shall transfer to Buyer upon delivery.

除非订单中另有规定，交付条款为 INCOTERMS 2020，各订单所示的买方所在地完税后交货（DDP）。部件的灭失风险将根据约定的 INCOTERMS 2020 转移给买方。部件的所有权在交付时转移给买方。

Supplier shall ensure that the Components arrive at Buyer without any damages. To secure this, Supplier shall pack the Components adequately to withstand handling and transportation (taking into consideration the mode of transportation and quantities ordered) and shall at all times follow any instructions provided by Buyer. Supplier will indemnify Buyer for any damage due to improper packing and protection.

供应商应确保部件在交付给买方时没有任何损坏。为确保此点，供应商应充分包装部件以承受搬运和运输（应考虑运输方式和订购数量），并始终遵循买方提供的任何指示。供应商应向买方赔偿因不当包装和保护导致的任何损害。

Supplier acknowledges that on time deliveries of the Components is of the essence to Buyer and delay may cause severe consequences to Buyer and/or End-Customers. All changes to Date of Delivery are subject to Buyer's prior written approval.

供应商认可，部件的按时交付对买方至关重要，延迟可能会给买方和/或终端客户造成严重后果。所有关于交付日的变更必须经过买方的事先书面批准。

Buyer shall not be obliged to take the Components into its possession before the agreed Date of Delivery. Partial or early deliveries are not allowed, unless explicitly accepted by Buyer in writing prior to such delivery. Invoices for early deliveries not agreed to by Buyer shall not be issued earlier than the initially agreed Date of Delivery.

在约定的交付日之前，买方无义务接收部件的占有转移。除非在该等交付前买方事先书面明确接受，不允许部分交付或提前交付。如发生未经买方事先同意的提前交付，发票不得早于最初约定的交付日开具。

If delivery is nonetheless made earlier than one day before the agreed Date of Delivery, Buyer shall be entitled to either (i) reject the delivery and demand delivery at the agreed date; or (ii) accept delivery and claim reimbursement of storage and handling costs that have been incurred as a consequence of such early delivery.

如果交付日早于约定交付日的前一日，买方有权 (i) 拒绝收货并要求在约定的交付日交货；或 (ii) 接受交货并要求赔偿因提前交货而产生的仓储和装卸费用。

Supplier shall promptly, as soon as Supplier becomes or should have been aware of any delay or potential delay in delivery, inform Buyer in writing, and use its best efforts to minimize such delay.

一旦供应商知悉或应当知悉任何延迟交付或潜在的延迟交付的情况，供应商应立即以书面形式通知买方，并尽最大努力减少此类延迟。

In case of a delay, Buyer shall be entitled to, in addition to other remedies it may have based on these Terms, the Order or applicable law, liquidated damages calculated on the basis of the price of the delayed Components at the rate of one percent (1%) per each day of delay or part thereof up to a maximum of twenty-five percent (25%) of the price of the delayed Components. Buyer has the right to deduct the liquidated damages from any invoice of the Supplier.

如果发生延迟，除根据本条款、订单或适用法律可能获得的其他补救外，买方还有权获得违约赔偿金，每延迟一日可获得延迟交付部件的价格的百分之一（1%），但以延迟交付部件的价格的百分之二十五（25%）为上限。买方有权从向供应商的任何发票中扣除违约金。

In addition, the Supplier shall reimburse to Buyer any and all costs, expenses and damages exceeding the liquidated damages payable under this section, which Buyer may incur in its attempt to fulfil its obligations to the End-Customer, including but not limited to the following: i) all amounts claimed by the End-Customer, whether as liquidated damages or otherwise, from Buyer due to delay in delivery, and ii) any additional costs, expenses and damages Buyer may incur in its attempt to mitigate such costs, expenses and damages.

此外，供应商应赔偿买方为履行对终端客户的义务而产生的超出本条约定的违约赔偿金的任何和所有成本、费用和损失，包括但不限于：i) 终端客户因延迟交货而向买方索赔的所有金额，无论是以违约赔偿金或者其他形式，以及 ii) 买方为减少此类成本、费用和损失而产生的任何额外成本、费用和损失。

Notwithstanding the aforementioned, Buyer shall have the right to cancel a delayed delivery (without any liability towards Supplier) or demand for expedited delivery at Supplier's expense, e.g., via airfreight.

尽管有上述约定，买方有权取消延迟交付的订单而无需对供应商承担任何责任，或者要求供应商承担费用并加快交付（例如，通过空运）。

8. INSPECTION 检验

Buyer has the right but not an obligation to inspect and test ordered Components at any time or place, including the period of manufacture, and to conduct final inspection and acceptance at Buyer's plant, notwithstanding any prior inspections or payments. Any payments, testing, inspection review or acceptance of Components by Buyer shall not release Supplier from any of its obligations and liabilities under these Terms or any Order.

买方有权利但无义务在任何时间或地点（包括制造期间）检验和测试所订购的部件，并在买方工厂进行最终验收，无论之前是否进行过任何检验或付款。买方对部件的任何付款、测试、检验审查或接受均不应免除供应商在本条款或任何订单下的义务和责任。

9. IPRs, TOOLS AND SPECIFICATIONS 知识产权、工具和规格

Buyer and/or End-Customer is the sole owner of the Specifications and Tools, and Supplier shall have the right to use the Specification and Tools solely for the purposes of manufacturing the Components in accordance with the Order(s) from Buyer. No other licenses are hereby granted. The Supplier shall not have any right to directly or indirectly use, manufacture, sell or license, lease, dispose, distribute or otherwise exploit the Specifications and/or Tools to third parties or otherwise utilize design or requirement of Buyer and/or End-Customer or other

technical information provided by Buyer and/or End-Customer without prior written consent.

买方和/或终端客户是产品规格和工具的唯一所有者，供应商仅有权为按买方订单制造部件的目的使用规格和工具。除此之外未授予其他许可。未经事先书面同意，供应商无权直接或间接使用、制造、销售或许可、出租、处置、经销或以其他方式授权第三方利用规格和/或工具，或以其他方式利用买方和/或终端客户的设计、要求或利用其提供的其他技术信息。

Ownership of IPRs in the Specifications, Tools and Components, to the extent manufactured by the Supplier based on the provided Specifications, remains at all times with Buyer and/or End-Customer.

在供应商基于提供的规格进行制造的情况下，规格、工具和部件的知识产权的所有权在任何时候始终都归属买方和/或终端客户。

Each Party shall remain the owner of its own background IPRs. Unless the Parties otherwise agree in a separate written agreement, Buyer shall own any new IPR arising from the Specifications and any IPRs which are jointly created by the Parties or by either Party in connection with the testing and usage of the Components, and Supplier shall promptly take any actions required or as requested by Buyer to fulfill the purpose of this Section.

各方应继续作为其自身的背景知识产权的所有权人。除非双方在单独的书面协议中另有约定，买方应拥有规格所产生的任何新知识产权以及双方共同或任何一方创造的与部件测试及使用相关的任何知识产权，供应商应立即采取必要的或买方要求的任何行动以实现本条目的。

Supplier grants Buyer and End-Customers the right to modify, make, use, copy, sublicense, distribute, import, export, display, and perform the Embedded Software delivered under these Terms. If Supplier acquires the Embedded Software from a third party, Supplier will obtain sufficient rights to comply with the provisions of these Terms.

供应商授予买方和终端客户修改、制作、使用、复制、分许可、经销、进口、出口、展示和执行根据本条款交付的嵌入软件的权利。如果供应商从第三方处获得该嵌入软件，供应商将获得足够的权利以遵守本条款的约定。

10. DISCONTINUATION OF PRODUCTION, END OF LIFE ORDER, COMPONENT CHANGES 停产、最终订单和部件的变更

Supplier shall notify BUYER in writing promptly and at least twelve (12) months prior to the intended date of discontinuation of a Component in order to give Buyer a chance to place an end-of-life Order before the discontinuation. The ordered end-of-life Components shall be delivered in one or more partial deliveries in accordance with BUYER's instructions.

供应商应在计划停产某一部件前及时并至少提前十二（12）个月以书面形式通知买方，以便买方有机会在停产之前下达最终订单。已订购的停产部件应按照买方的指示一次或分多次交付。

Changes in Data Sheet, manufacturing process, manufacturing substances and/or place of manufacturing of a Component and/or any other change that may affect the quality, reliability, interchangeability, availability, fit, form, or function of any Component is subject to Buyer's express prior written approval. Supplier shall inform Buyer in writing of all materials and substances used in the Components or the manufacturing process. Supplier shall notify Buyer in writing promptly and at least six (6) months prior to any change to i) the Component in comparison to the Data Sheet and/or Specifications at the time of the Order, ii) Supplier's quality certifications, iii) Supplier's manufacturing processes, and/or iv) Supplier's manufacturing sites. Such notification shall include all relevant information reasonably needed by Buyer to evaluate the impact of the change.

关于部件的数据表、制造程序、制造物质和/或制造地点的任何变更及/或可能影响任何部件的质量、可靠性、互换性、可获得性、适配性、外形或功能的任何其他变更，均需经买方事先明

确书面批准。供应商应以书面形式通知买方所有用于部件或部件制造程序的材料和物质的信息。供应商应在以下任何变更前及时并应至少提前六（6）个月以书面形式通知买方：i) 部件相较于下订单时的数据表和/或规格的变更；ii) 供应商的质量认证，iii) 供应商的制造过程，和/或 iv) 供应商的制造地点。上述通知应包括买方为评估该变更的影响所合理需要的全部相关信息。

11. WARRANTY 保证

Supplier warrants that the Components:

- will not have any liens or encumbrances and Buyer will receive free and clear title to all Components;
- comply with all applicable laws and regulations;
- be new, unused and in good working order;
- not infringe or misappropriate any third party's IPRs, are not pirated, counterfeited, or remarked without proper authorization;
- remain free from all defects in design, materials and workmanship;
- be fit for the purpose for which they were intended as defined in the Specifications and/or perceived as generally acceptable intended purpose of use for such Components; and
- strictly conform to the Data Sheet and the Specifications, Order, approved samples (if any), applicable standards (if any), quality requirements and other requirements by Buyer and/or End-Customer.

供应商保证部件：

- 不存在任何留置或权利负担，且买方将获得所有部件完整清晰的所有权；
- 符合所有适用的法律和法规；
- 是全新的、未使用过的，并且处于良好工作状态；
- 未侵害或盗用任何第三方的知识产权，不是未经适当授权而盗版、仿冒或擅自更改的；
- 不存在任何设计、材料和工艺上的缺陷；
- 符合其在规格中定义的使用目的，和/或符合该类型部件惯常为人接受的使用目的。
- 严格符合数据表、规格、订单、已批准样品（如有）、适用标准（如有）、买方和/或终端客户的质量要求及其他要求。

The warranty period shall be thirty-six (36) months and shall commence on the Date of Delivery of the respective Components ("Warranty Period"). If the Components are rejected, or the Date of Delivery is postponed or rescheduled, the Warranty Period shall commence at the date of such rescheduled delivery. The Parties explicitly waive the notification and examination requirements deriving from the applicable law.

质保期为自相应部件的交付日起三十六（36）个月，（“质保期”）。如果部件被拒收，或者交付日被推迟或重新安排，质保期将从该等重新安排的交付日开始计算。双方明确放弃适用法律规定的通知和检验要求。

Supplier shall at all times retain all necessary permits, licenses, registrations and filings needed for its operations and delivery of the Components to Buyer.

供应商应确保其始终具有其运营和向买方交付部件所需的所有必要的许可证、执照、注册和备案。

12. DEFECT 缺陷

If a Defect in a Component occurs, Buyer may notify Supplier and at Buyer's sole discretion either i) return the Component to Supplier for credit at Supplier's risk and cost, or ii) require prompt correction, repair or replacement of the defective Component on delivery terms satisfactory to Buyer. In addition, Supplier shall pay any and all Buyer's and its End-Customers' expenses and damages, including, but not limited to, the costs of removal, direct material costs such as the cost of other materials or components, which are attached to the same product as the defective Component and which cannot reasonably be reused, as well as disassembly, failure analysis,

fault isolation, reinstallation, re-inspection, and shipping charges. In addition, the Supplier shall within five (5) days after receiving a notice of Defect provide Buyer a written failure analysis and a written corrective action plan acceptable to Buyer. 如果部件出现缺陷，买方可以通知供应商，并有权自行决定采取以下任一措施：i) 将部件退回供应商，由供应商承担风险和成本；或 ii) 要求供应商按买方满意的交付条件及时纠正、修理或更换有缺陷的部件。此外，供应商还应支付买方及其终端客户的任何及所有费用和损失，包括但不限于拆除费用、直接的物料成本（例如，与故障部件连接在同一产品上且无法合理地再度使用的其他物料或部件的成本）、拆卸、故障分析、故障隔离、重新安装、复检以及运费等。并且，供应商应在收到缺陷通知后的五（5）日内向买方提供书面故障分析和为买方所接受的书面纠正措施计划。

These warranties also apply to replacement or repaired Components, and replacement or corrected parts of Components. Buyer's rights under section 11 (Warranty) are in addition to any other rights or remedies, under these Terms or applicable law. The warranties and warranty remedies in these Terms will survive delivery, inspection, acceptance, and payment, and shall run to Buyer, its successors, assigns and End-Customers.

这些保证同样适用于更换或维修的部件，以及部件的更换或纠正部分。买方应同时享有其在第 11 条（保证）下的权利及其在本条款或适用法律项下享有的其他权利或救济。本条款中的保证和保证救济措施将在部件交付、检验、接受和付款后继续有效，并适用于买方、其承继方、受让方和终端客户。

Supplier shall indemnify and hold Buyer harmless against any epidemic defect and/or recall of the End-Customer's products for which the Components are used resulting from defective Components. Epidemic defect shall mean defects or failures which by its nature is likely to occur in all or a definite number of the Components.

供应商应对任何重大缺陷和/或因缺陷部件导致的终端客户产品召回进行赔偿，并确保买方免受任何损失。重大缺陷是指根据其性质可能发生在所有或一定数量的部件中的缺陷或故障。

13. INSURANCES 保险

Supplier shall obtain and maintain fully adequate product liability insurance and general liability insurance with an internationally recognized and reputable insurance company to cover all its liabilities under the Order and these Terms and shall produce Buyer evidence of such insurance upon request. This section shall in no way limit Supplier's indemnification, warranty and other obligations, or liability for Claims, under the Terms.

供应商应向国际公认和信誉良好的保险公司购买并维持适当的产品责任险和综合责任险，以覆盖其在订单和本条款下的所有责任，并在买方要求时向买方出示该等保险的证明。本条不得以任何方式限制供应商在本条款项下的赔偿、保证和其他义务或任何索赔责任。

14. INDEMNITIE 赔偿

Supplier will defend, indemnify and hold Buyer, its directors, officers, employees and End-Customers harmless for all Claims alleging that:

- Component infringes or misappropriates a third party's IPRs;
- Component has caused any loss or damage to property, injury and/or death to persons;
- Component does not comply with applicable laws or regulations, or
- Supplier has breached its warranty obligations under the Terms.

当出现下述索赔时，供应商将进行辩护、赔偿，并使买方、其董事、高级职员、雇员和终端客户免受损害：

- 部件侵犯或盗用了第三方的知识产权；
- 部件导致任何财产损失、对人身造成伤害和/或致人死亡；

- 部件不符合适用的法律或法规；或
- 供应商违反了其在本条款下的保证义务。

Supplier shall, at its own risk and expense, conduct the defense of any such Claim and, all negotiations for its settlement and Buyer has the right to participate in the defense of the Claims. Supplier shall not enter into any settlement without Buyer's prior written consent. If Supplier fails to defend or settle the Claim in a prompt and competent manner, Buyer may, at its option, take over the defense and settlement of the Claim; and Supplier will pay all damages, costs, expenses (including reasonable attorney's and professional fees), awards, judgments, and settlements, promptly as they come due; and Supplier will give Buyer all information, assistance and authority to enable Buyer to defend and settle the Claim.

供应商应自行承担风险和费用，对任何该等索赔进行辩护，并进行所有和解谈判，且买方有权参与对该等索赔请求的辩护。未经买方事先书面同意，供应商不得达成任何和解。如果供应商未能及时和有效地辩护或解决该等索赔请求，买方可自行选择接管对该等索赔的辩护及解决；供应商应于到期应付时立即支付所有的损害、费用、开支（包括合理的律师费和专业人士费用）、裁决、判决及和解；且供应商将向买方提供所有信息、协助和授权，以使买方能够对该等索赔进行抗辩及和解。

If a Claim is made, the Supplier shall, in addition to any other remedies, at Supplier's risk and expense: (1) modify the Components to be non-infringing or substitute a non-infringing Component, or (2) secure Buyer's and End-Customers' right to continue to use, import, sell, offer for sale and otherwise dispose of the Components in accordance with these Terms free of liability or restriction and without any time limitation. A replacement or modified Component must at all times meet the Supplier's warranties under these Terms and the Order, must not require any change to End-Customer's products and must provide equal performance in the End-Customer's product(s).

如果发生索赔，除任何其他救济措施外，供应商还应承担以下风险和费用：（1）将部件修改为非侵权部件或替换为非侵权部件，或者（2）确保买方和终端客户有权继续按照本条款使用、进口、销售、要约销售和以其他方式处置部件，而无需承担任何责任或受到任何限制及时间约束。替换或修改后的部件在任何时候都必须符合本条款和订单中规定的供应商保证，不得要求对终端客户的产品进行任何改动，并且必须在终端客户的产品中提供同等性能。

In case the Components are designed by Buyer or its End-Customer, or in cooperation with Supplier, the liabilities under this section shall be divided between the Parties according to the responsibility for the root cause of the Claim.

如果部件是由买方或终端客户设计的，或者是买方或终端客户与供应商合作设计的，则本条款下的责任应根据双方对索赔根本原因的责任各自进行承担。

15. QUALITY REQUIREMENTS 质量要求

Supplier shall establish and maintain quality systems conforming to the requirements set out in ISO 9001, and an environmental management system in accordance with ISO 14001, or equivalent standard, unless otherwise explicitly agreed in writing.

供应商应建立并维持符合 ISO 9001 规定要求的质量体系以及符合 ISO 14001 或等效标准的环境管理体系，除非另有明确的书面约定。

Each Component delivered by Supplier to Buyer must conform to Buyer's quality instructions, the Data Sheet, Specifications, and any other requirements agreed between the Parties in writing.

供应商交付给买方的每个部件必须符合买方的质量要求、数据表、规格以及双方书面约定的任何其他要求。

Supplier shall ensure Component traceability back to the factory, including the date code and batch or serial number, and traceability of raw materials back to their source according to

applicable material compliance regulations.

供应商应确保部件可追溯至工厂，包括日期代码和批号或序列号，并根据适用的材料合规规定确保原材料可追溯至其来源。

Supplier shall for a period of twenty (20) years from the end of manufacturing of the Component, unless otherwise stated in the Order, or as otherwise required by law, keep the testing, design and other relevant information in order to validate i) Component conformance to the Data Sheet and/or Specification valid on the date of the Order (including information of the raw material(s) used), and ii) Component traceability. Supplier undertakes to ensure that any relevant information for Non-Conforming Component cases is stored at least ten (10) years from the respective case.

除非订单中另有规定或法律另有要求，供应商应在部件制造结束后二十（20）年内保存测试、设计和其他相关信息，以验证 i) 部件是否符合订单日期时有效的数据表和/或规格（包括所用原材料的信息），以及 ii) 部件的可追溯性。供应商承诺确保不合格部件案例的任何相关信息自相应案例发生起至少保存十（10）年。

16. COMPLIANCE 合规

Supplier represents and warrants that Supplier, its affiliates, officers, directors, employees, agents, subcontractors, sub-suppliers, consultants and representatives will perform all of their obligations under these Terms and any Order in compliance with

供应商声明并保证，供应商、其关联方、管理人员、董事、员工、代理、分包商、次级供应商、顾问和代表履行其在本条款和任何订单下的所有义务应符合下述规定：

- a) all applicable laws, rules, codes, regulations, ordinances and similar directives applicable to the Supplier, Buyer, either Party's business and the Components which these Terms and any Order relate to, in countries where it conducts its operations and in countries to which the Components are further sold to by Buyer or its End-Customers, including without limitation, those pertaining to anti-corruption, anti-bribery, competition, regulation of trade, transportation, safety, health, customs, employment and environment;
所有适用于供应商、买方、任何一方的业务以及本条款和任何订单所相关的部件的、在其开展业务的国家及部件将被买方或其终端客户进一步销售至的国家的法律、规则、法规、条例、法令和类似指令，包括但不限于与反腐败、反贿赂、竞争、贸易监管、运输、安全、健康、海关、就业和环境相关的法律、规则、法规、条例、法令和类似指令；
- b) all standards of business conduct that are consistent with applicable national and international laws and respect for human rights in the spirit of the United Nations' Universal Declaration of Human Rights, the International Labor Organization, the principles of the UN Global Compact, internationally recognized ethical standards (e.g., SA8000), and Occupational Health and Safety Management System-requirements ISO45001.
符合适用的国内法和国际法的所有商业行为标准，以及本着联合国《世界人权宣言》、国际劳工组织、联合国《全球契约》原则、国际公认的道德标准（如 SA8000）和职业健康与安全管理体系要求 ISO45001 的精神尊重人权。

Supplier conducts its business in accordance with the highest ethical standards and will take immediate and thorough steps in cases where ethical performance of its sub-suppliers and/or subcontractors is questioned.

供应商按照最高伦理标准开展业务，并在其分包商和/或次级供应商伦理表现受到质疑时立即采取彻底措施。

17. SUPPLIER CODE OF CONDUCT 供应商行为准则

The GPV Supplier Code of Conduct is available to the Supplier

on GPV's webpage (www.gpv-group.com) and the Supplier acknowledges that they will abide by its terms and shall conduct business accordingly.

供应商可在 GPV 网站(www.gpv-group.com) 上查阅 GPV 供应商行为准则，且供应商确认其将遵守该准则并据此开展业务。

18. MATERIAL COMPLIANCE 原材料合规

a) Conflict Minerals 冲突矿物

Supplier shall only source minerals from responsible sources and provide written evidence of the sources of the minerals promptly upon request in order to demonstrate compliance with e.g., the Dodd-Frank-Act Section 1502 (Conflict Minerals Rule) and the EU Conflict Minerals Regulation 2017/821.

供应商只能从负责任的来源采购矿物，并应要求及时提供矿物来源的书面证据，以证明其符合例如多德-弗兰克法案第 1502 条（冲突矿物规则）和欧盟冲突矿物法规 2017/821 的规定。

b) REACH 化学品注册、评估、许可和限制

Supplier shall monitor and comply with any and all requirements of REACH Regulation (EC) No 1907/2006, as amended from time to time ("REACH") and inform Buyer in writing if any changes take place, specifically (but not limited to) the requirements resulting from the Candidate List, Annex XIV and Annex XVII. Supplier shall inform Buyer in accordance with Article 33(1) of REACH latest at the Date of Delivery, if a Component contains Substances of Very High Concern ("SVHC", in concentrations of >0.1%w/w). Substances subject to authorization (REACH Annex XIV) may not be used unless an authorization is granted. Supplier shall record REACH relevant raw material contents of the Components supplied to Buyer in order to comply with the requirements of REACH. The Supplier shall take all required actions to obtain REACH relevant information from its sub-suppliers. The records shall be made available to Buyer upon request.

供应商应监督并遵守不时修订的《化学品注册、评估、许可和限制》（(EC) No 1907/2006, "REACH"）法规的任何及全部要求，并在发生任何变更时书面通知买方，特别是（但不限于）候选清单、附件 XIV 和附件 XVII 的要求。如果部件中含有高度关注物质（"SVHC"，浓度大于 0.1%w/w），供应商应根据 REACH 第 33(1)条的规定，最迟在交付日通知买方。除非获得授权，否则不得使用须经授权的物质（REACH 附件 XIV）。供应商应记录向买方提供的部件中与 REACH 相关的原材料含量，以符合 REACH 的要求。供应商应采取一切必要行动，从其次级供应商处获取 REACH 相关信息。供应商应根据买方要求向买方提供以上全部记录。

c) RoHS 关于限制在电子电气设备中使用某些有害成分的指令

Unless otherwise explicitly agreed, Supplier shall ensure that the Components comply with any and all requirements deriving from the current Restriction of Hazardous Substances Directive (RoHS II, 2011/65/EU, as amended from time to time), unless otherwise stated by Buyer in the Order. Supplier shall monitor RoHS Annex II and follow its restrictions actively. Supplier shall confirm the RoHS status of Components latest on the Date of Delivery of the Components. For non-RoHS compliant Components, the Supplier shall upon request provide Buyer the name(s) and concentration(s) of the substance(s) causing the non-RoHS status.

除非另有明确约定，供应商应确保部件符合现行《关于限制在电子电气设备中使用某些有害成分的指令》（RoHS II, 2011/65/EU，不时修订）的任何及全部要求，除非买方在订单中另有说明。供应商应监控 RoHS 附件 II 并积极遵守其

限制规定。供应商应在部件交付日前确认部件的 RoHS 状态。对于不符合 RoHS 的部件，供应商应根据要求向买方提供导致不符合 RoHS 要求的物质的名称和浓度。

19. TRADE AND CUSTOMS COMPLIANCE, EXPORT CONTROL 贸易和海关合规，出口管制

Each Party must comply with all applicable international and national laws, including but not limited to U.S. Export Administration Regulations and end-user, end-use and destination restrictions by EU, UK, U.S., and other governments. Supplier will inform Buyer about any export or re-export restrictions and regulations and about the export control classification numbers (ECCN) or similar export control classification of the Components or confirmation that the Components are not considered controlled dual-use or controlled defense items. Supplier shall collaborate with Buyer and/or authorities regarding trade, export control and customs compliance regulatory issues in order to ensure compliance for both Parties at no additional cost.

各方必须遵守所有适用的国际和国内法律，包括但不限于《美国出口管制条例》以及欧盟、英国、美国和其他政府颁布的最终用户、最终用途和目的地限制相关的规定。供应商应告知买方任何出口或再出口限制及监管要求，以及部件的出口管制分类编号（ECCN）或类似对部件的出口控制分类，或确认部件不被视为受控两用物品或受控国防物品。供应商应与买方和/或有权机关就贸易、出口管制和海关合规监管事宜进行合作，以确保双方在无需承担额外成本的情况下合规。

Supplier represents and warrants that it is not on any sanction lists and does not engage in any business with any sanctioned persons, entities, or countries. Supplier hereby represents that entering into and performance of these Terms is not prohibited or restricted by sanctions binding on it.

供应商声明并保证其不在任何制裁名单上，也不与任何受制裁的个人、实体或国家/地区开展任何业务。供应商特此声明，签署和履行本条款不受对其有约束力的制裁措施的禁止或限制。

Buyer shall not be obliged to accept any delivery of Components from the Supplier, if this would be prohibited pursuant to sanctions, imposed by the U.S, UK, EU or UN.

如果接受供应商交付的任何部件为美国、英国、欧盟或联合国实施的制裁措施所禁止，买方则没有义务接受供应商的任何交货。

Supplier shall mark each Component and its packaging with the country of origin as required by applicable law. Supplier shall provide a certificate of origin and all other documents required for customs clearance and/or tax purposes.

供应商应根据适用法律的要求，在每个部件及其包装上标明原产国。供应商应提供原产地证书以及为海关通关和/或税务目的所需的所有其他文件。

20. AUDIT RIGHTS 审计权

The Supplier shall give Buyer, End-Customers and authorities the right to audit Supplier's and its sub-suppliers' and/or subcontractors' premises, systems and applicable records in order to verify compliance with any requirements as stipulated in and pursuant to the Order and these Terms or otherwise agreed to between the Parties in writing.

供应商应给予买方、终端客户和有权机关对供应商及其次级供应商和/或分包商的场所、系统和可适用的记录进行审计的权利，以核实其是否符合订单和本条款中规定的、或双方以书面形式另行商定的任何要求。

Supplier agrees to correct at its own expense any errors or deficiencies found during such audit.
供应商同意自费纠正在该等审计中发现的任何错误或缺陷。

21. FORCE MAJEURE 不可抗力

Force Majeure Event means war, natural disasters, and extreme weather conditions (such as earthquake or severe flood), sanctions. Neither Party shall be liable to the other for delay or non-performance of its obligations due to a Force Majeure Event, but only to the extent performance is actually prevented by the Force Majeure Event, and only for as long as that Force Majeure Event prevents performance.

不可抗力事件是指战争、自然灾害和极端天气条件（如地震或严重洪灾）、制裁。任何一方均不因不可抗力事件导致的延迟或未履行义务而对另一方承担责任，但仅限于不可抗力事件实际阻碍履行义务的范围内，并仅在不可抗力事件阻碍履行义务的情况下。

The affected Party shall promptly, within maximum five (5) business days, inform the other Party of the occurrence, nature, expected length, and end of the Force Majeure Event and take all reasonable steps to minimize the effects of the Force Majeure Event. Buyer will immediately have a right to cancel any Orders delayed as a result of the Force Majeure Event without any liability towards Supplier.

受影响的一方应立即（最长不超过五（5）个工作日内）通知另一方不可抗力事件的发生、性质、预计持续时间，以及结束，并采取一切合理措施尽量降低不可抗力事件的影响。买方有权立即取消因不可抗力事件而延迟的任何订单，且无需对供应商承担任何责任。

The delay or other non-performance of a manufacturer or sub-supplier shall be regarded as a Force Majeure Event only if it is caused by a circumstance constituting force majeure hereunder.

只有生产商或次级供应商的延误或其他违约行为是由构成本条款项下的不可抗力造成时，才应被视为不可抗力事件。

22. LIMITATION OF LIABILITY 责任限制

If not otherwise stated, GPV shall not be liable to Supplier for any indirect damage arising out of or in connection with these Terms and/or Order, unless such damage is caused by gross negligence or intentional misconduct.

如未另行说明，GPV 不就本条款和/或订单引起的或与之相关的任何间接损失向供应商承担责任，除非该等损失是由重大过失或故意不当行为所造成。

The Limitation of Liability does not apply in case of a breach of obligations set forth in Clause 19 and Clause 23.

本责任限制条款不适用于违反第 19 条和第 23 条规定义务的情况。

23. CONFIDENTIAL INFORMATION 保密信息

Confidential Information means any information or data relating to the co-operation in the field of electronic manufacturing services or to a Party's business or affairs (including but not limited to, information relating to their products, designs, businesses, know-how, technology, customers, employees, contracts, research and development, processes, marketing, prices and finances) whether disclosed in writing, orally or by any other means to one Party by the other Party or by an Affiliate or a third party on behalf of the other Party, including information of any Affiliates and End-Customer.

保密信息是指与电子制造服务领域合作有关的或与一方的业务或事务有关的任何信息或数据（包括但不限于与产品、设计、业务、专有技术、技术、客户、员工、合同、研发、流程、营销、价格和财务有关的信息），无论是由一方或其关联方或代表该方的第三方以书面、口头或任何其他方式向另一方披露，包括任何关联方和终端客户的信息。

Supplier shall not disclose any of Buyer's Confidential Information to third parties without the explicit written authorization from Buyer or use Buyer's Confidential Information for any other purpose than for the purpose of

fulfilling its obligations towards Buyer. Supplier shall allow the disclosure of Supplier Confidential Information provided to Buyer to GPV Group A/S and its Affiliates, the End-Customers and other Buyer's business partners who have the need to know.

未经买方明确的书面授权，供应商不得向任何第三方披露买方的任何保密信息，也不得将买方的保密信息用于履行其对买方的义务之外的任何其他目的。供应商应允许买方向 GPV Group A/S 及其关联方、终端客户以及其他有必要知悉相关信息的买方商业合作伙伴披露供应商的保密信息。

If the Parties have signed a separate non-disclosure agreement such agreement shall apply in addition to this section.

如果双方签署了单独的保密协议，则除本条约定外，该协议也应适用。

24. ASSIGNMENT

转让

Supplier shall not be entitled to assign or transfer any of its rights, benefits and obligations under the Order and these Terms without the prior written consent of Buyer. The whole or part of rights, benefits, and obligations of Buyer under the Order and these Terms may be assigned and transferred to any of its Affiliates, or a third party who purchases all or part of the business that is served by the Order and these Terms.

未经买方事先书面同意，供应商无权转让或转移其在订单和本条款下的任何权利、利益和义务。买方在本订单和本条款项下的全部或部分权利、利益和义务可以转让和转移给任何关联方，或购买本订单和本条款所服务的全部或部分业务的第三方。

25. GOVERNING LAW AND ARBITRATION

适用法律和仲裁

If Buyer and Supplier are registered in the same country, these Terms shall be construed, interpreted, and governed by the laws of the country where the Parties are registered, without application of its conflict of law rules and the United Nations Convention on International Sale of Goods.

如果买方和供应商注册地在同一国，本条款应由双方注册地所在国的法律解释、理解和管辖，且排除适用法律冲突原则及《联合国国际货物销售合同公约》。

If Buyer and Supplier are registered in different countries (cross border), these Terms shall be construed, interpreted and governed by the laws of the country where Buyer is registered, without application of its conflict of law rules and the United Nations Convention on International Sale of Goods.

如果买方和供应商在不同国家注册（跨境），本条款应由买方注册地所在国的法律解释、理解和管辖，且排除适用法律冲突原则及《联合国国际货物销售合同公约》。

Any dispute arising in connection with these Terms which cannot be settled amicably, shall be finally settled under the **Rules of Arbitration of the International Chamber of Commerce** by one (1) arbitrator appointed in accordance therewith. Place of arbitration shall be **Buyer's place of registration**. The language of the proceedings and of the award shall be English. 与本条款有关的任何争议，如不能友好解决，应根据国际商会仲裁规则，由一（1）名指定的仲裁员根据该规则仲裁。仲裁地点应为买方注册地。仲裁程序和裁决的语言应为英语。

The Parties shall make every reasonable effort to settle by amicable negotiations any dispute, which may arise out of or in connection with these Terms.

双方应尽一切合理努力，通过友好协商解决因本条款引起的或与本条款有关的任何争议。