

**PURCHASE ORDER TERMS AND CONDITIONS FOR NON-PRODUCTION**

**SERVICES**

**《非生产性服务采购订单》条款和条件**

**REVISED NOVEMBER 1, 2022**

**修订日期 2022 年 11 月 1 日**

**1. OFFER/ACCEPTANCE.**

**要约/接受。**

A. Each purchase order, together with these Terms and Conditions and any documents specifically referenced herein (collectively, “Purchase Order”) is an offer by the entity identified on the Purchase Orders as the “Buyer” (“Buyer”) to the party to whom such Purchase Order is addressed and such party’s applicable affiliates and subsidiaries (“Seller”) to purchase services described therein, including any ancillary goods, (the “Services”) and it shall be the complete and exclusive statement of such offer and agreement. A Purchase Order does not constitute an acceptance by Buyer of any offer or proposal by Seller, whether in Seller’s quotation, acknowledgement, invoice or otherwise. In the event that any Seller quotation or proposal is held to be an offer, that offer is expressly rejected and is replaced in its entirety by the offer made up of the Purchase Order.

A. 《采购订单》由每一份采购订单，连同本《条款和条件》以及下文中明确引用的任何文件所组成（以下统称为“《采购订单》”）。《采购订单》是由《采购订单》上所定义的“买方”（以下简称为“买方”）向《采购订单》上所列明的另一方和该方所适用的关联公司和子公司（以下简称为“卖方”）所发送的要约，用以购买《采购订单》所述的服务，包括任何附属产品（以下统称为“服务”），并且应作为上述要约和协议的完整和专属的声明。无论是在卖方的报价单、确认书、发票或其它环节中，《采购订单》均不构成买方对卖方所提供的任何要约和建议的接受。如果卖方的报价书或建议被视为要约，那么该等要约将被明确拒绝且采用由《采购订单》构成的要约取而代之。

B. A contract is formed on the date that Seller accepts the offer of Buyer. Each Purchase Order shall be deemed accepted upon the terms and conditions of such Purchase

Order by Seller by shipment of goods, performance of services, commencement of work on goods, written acknowledgement, or any other conduct of Seller that recognizes the existence of a contract pertaining to the subject matter hereof. Additionally, each Purchase Order shall be deemed accepted five business days after Buyer delivers the Purchase Order to Seller, if Seller fails to object to the Purchase Order. Acceptance is expressly limited to these Terms and Conditions and such terms and conditions as are otherwise expressly referenced on the face of the Purchase Order. No purported acceptance of any Purchase Order on terms and conditions which modify, supersede, supplement or otherwise alter these Terms and Conditions shall be binding upon Buyer and such terms and conditions shall be deemed rejected and replaced by these Terms and Conditions unless Seller's proffered terms or conditions are accepted in a physically signed writing by an authorized representative of Buyer's purchasing department (a "Signed Writing"), notwithstanding Buyer's acceptance of or payment for any Services or similar act of Buyer. In the event of a conflict between the Purchase Order and any prior or contemporaneous agreement or document exchanged between Buyer and Seller, the Purchase Order governs. In order to be valid against the Buyer, all Purchase Orders must be issued on Buyer's official purchase order form and bear a purchase order number.

B. 卖方接受买方要约之日合同成立。当卖方根据《采购订单》的条款和条件，进行货物装运、提供服务、开始处理货物的工作、提供书面确认或卖方实施任何其他认可适用于标的物的合同存在的行为时，视为卖方已接受该《采购订单》。此外，自买方将《采购订单》交给卖方之日起五（5）个工作日内，如果卖方未对该《采购订单》提出异议，视为卖方已接受该《采购订单》。接受应明确地受限于本《条款和条件》中的约定，以及在《采购订单》上明确地另行引用的与本《条款和条件》类似的条款和条件。只要对本《条款和条件》进行了修改、代替、补充或其它形式的变更的，即使买方接收了服务或支付了服务的任何运费或买方实施了任何类似的行为，均不得视为买方接受了该等《条款和条件》，该等《条款和条件》对买方不具约束力，应被视为拒绝且应采用本《条款和条件》中原本的条款和条件所取代，除非买方采购部的授权代表，以书面亲笔签字的方式接受卖方所提出的条款和条件

（“书面签署”）。如果《采购订单》与买卖双方之间的任何事先和同期的协议或文件之间存在冲突的，应以《采购订单》为准。为了对买方有效，所有《采购订单》均必须以买方的正式采购订单格式发出，并且带有采购订单编号。

C. Henniges Automotive may from time to time administer purchasing for its affiliates and subsidiaries and issue Purchase Orders containing the Henniges Automotive logo, but identifying a different Buyer. Seller acknowledges and agrees that no such Purchase Order shall constitute or be interpreted to represent a Purchase Order of Henniges Automotive or a guaranty by Henniges Automotive of any obligations or liabilities of the Buyer identified on the Purchase Order.

C. 瀚德汽车可以随时管理其关联公司和子公司的采购事宜，以及出具包含瀚德汽车的徽标但定义的买方为其他主体的《采购订单》。卖方认可并同意，该等显示瀚德汽车徽标的《采购订单》不能构成或被解释为瀚德汽车的《采购订单》，也不能构成或被视为瀚德汽车对《采购订单》所定义的买方所应承担的任何义务或责任的担保。

## **2. ENTIRE AGREEMENT.**

### **完整协议。**

A. The Purchase Order, together with these Terms and Conditions, any Statement of Work, Master Service Agreement and the attachments, manuals, guidelines, requirements, specifications, exhibits and supplements specifically referenced in the Purchase Order or on the Buyer's website at [www.hennigesautomotive.com](http://www.hennigesautomotive.com), constitutes the entire agreement between Seller and Buyer with respect to the matters contained in the Purchase Order and supersede all prior oral or written representations or agreements.

A. 《采购订单》，连同本《条款和条件》、任何《主采购协议》以及在《采购订单》或买方网站 [www.hennigesautomotive.com](http://www.hennigesautomotive.com) 上明确提及的所有附件、手册、指南、要求、规范、接收标准、附录和补充文件，构成买卖双方就《采购订单》中所含事宜达成的完整协议，并且代替所有事先的口头或书面陈述或协议。

B. Seller periodically shall review the Henniges Automotive website at [www.hennigesautomotive.com](http://www.hennigesautomotive.com) and the manuals located therein. Seller's continued performance under the Purchase Order without providing written notice to Buyer detailing Seller's objection to any modified or new supplier manual prior to the effective date of such modified or new manual will constitute Seller's acceptance of such modified or new manual.

B. 卖方应定期查看瀚德汽车网站 [www.hennigesautomotive.com](http://www.hennigesautomotive.com) 和网站上所公布的手册。如卖方未在修改的或新的手册的生效日期之前就任何修改或新的供应商手册，向买方发送书面异议，且在《采购订单》下继续履行的，视为卖方接受上述修改的或新的手册。

C. Buyer may modify the Terms and Conditions from time to time by posting notice of such modified Terms and Conditions through links provided on the Henniges Automotive website at [www.hennigesautomotive.com](http://www.hennigesautomotive.com) at least ten (10) days prior to the modified Terms and Conditions becoming effective. Seller periodically shall review the Henniges Automotive website and the Terms and Conditions. Seller's continued performance under the Purchase Order without providing written notice to Buyer detailing Seller's objection to any modified Terms and Conditions prior to the effective date of such modified Terms and Conditions will be subject to and will constitute Seller's acceptance of such modified Terms and Conditions. Except as provided in the preceding sentences or as otherwise provided in these Terms and Conditions, the Purchase Order may only be modified by a Signed Writing.

C. 最迟在修改后的《条款和条件》中所注明的生效日期十（10）天前，买方可通过在瀚德汽车网站链接 [www.hennigesautomotive.com](http://www.hennigesautomotive.com) 发布的关于修改《条款和条件》的通知，不时修改《条款和条件》。卖方应定期查看瀚德汽车网站以及《条款和条件》。如卖方未在修改的《条款和条件》生效日期前以书面形式向买方提出异议，且卖方按照《采购订单》继续履行的，视为卖方接受上述修改的《条款和条件》。除了前述约定和本《条款和条件》中另有约定外，《采购订单》仅能通过书面签署的方式进行修改。

### 3. WARRANTY.

#### 保修。

A. In addition to Seller's customer warranties, any express warranties set forth in this Purchase Order, any statutory warranties or any warranties implied by law, Seller expressly warrants that all of the Services provided under this Purchase Order and all other Purchase Orders: (i) shall be performed or provided in a competent, workmanlike manner; (ii) shall be performed or provided in accordance with all applicable federal, state, and local laws, regulations, industry standards or other standards, labeling, transporting, licensing approval or certification requirements in the United States or any other country where the Services will be performed or provided; (iii) the period specified in Buyer's Request for Quotation; (vi) shall strictly conform with all statements of work, specifications, descriptions and samples furnished to or by Buyer, or referred to in the Purchase Order, and all industry standards, laws and regulations; (v) shall be safe, fit and sufficient for the particular purposes intended by Buyer, which purposes Seller acknowledges are known to it; and (vi) do not, and are not claimed to, violate any patent, trademark or copyright, and may be properly imported into the United States or any other country.

A. 除了卖方的客户保修、本《采购订单》中明确提出的任何保修、以及任何法定的保修或法律默示的任何保修外，卖方明确保证按照本《采购订单》和所有其他《采购订单》提供的所有服务：（i）应以称职、熟练的方式履行或提供；（ii）应按照美国或将履行或提供服务的任何国家所有适用的国家、州和地方法律法规、行业标准、其它标准，关于标签、运输、许可批准或认证要求履行或提供服务；（iii）买方报价邀请函中所规定的期限；（iv）应严格遵守提供给买方或由买方提供的所有工作说明、规格、描述和样本，采购订单中提及的事项以及所有行业标准、法律和法规；（v）对于买方预期的特定目的而言应是安全、合适和充足的，且卖方承认已经知晓该等目的；和（vi）不会并且不会被主张违反任何专利、商标或版权，并且可以被适当地进口到美国或任何其他国家。

B. With respect to any goods provided in connection with the Services, in addition to the foregoing warranties in Subsection A, Seller further warrants that such goods: (i) shall be free from defects in design, material and workmanship; (ii) shall be free and clear of all liens, claims or other encumbrances, and that Seller is conveying good title to Buyer; (iii) shall be merchantable, of good material and workmanship (iv) shall be adequately contained, packaged, marked and labeled.

B. 对于与提供服务相关的任何货物，除 A 项中的前述保证外，卖方还保证此类货物：(i)在设计、材料和工艺方面没有缺陷；(ii)没有任何留置权、索赔或其他权利负担，卖方正在向买方转移有效的所有权；(iii)材料和工艺优良且可供销售；(iv)应恰当地整装、包装、标记和贴标签。

C. All warranties in this Purchase Order shall survive inspection, test, delivery, acceptance, use and payment by Buyer and shall inure to the benefit of Buyer, its successors, assigns, customers, and the users of Buyer's goods and services. These warranties may not be limited or disclaimed. Seller waives any claim against Buyer and its customers, including any hold-harmless or similar claim, whether known or unknown, contingent or latent, in any way related to a claim asserted against Seller or Buyer for breach of warranty infringement of any patent, trademark, copyright or other proprietary right, including claims arising out of compliance with specifications furnished by Buyer.

C. 本《采购订单》中提出的所有保修均应在买方进行检查、测试、交付、接受、使用和支付时持续有效，并且应确保适用于买方及其继任人、受让人、客户以及使用买方货物和服务的用户的利益。该等保证不得被限制或免除。卖方放弃其对买方及其客户的任何申索，包括免受损害申索或类似申索（无论是已知或未知、偶然或潜在的，以任何形式提出的针对卖方或买方提出的声称其违反任何关于不侵犯任何专利、商标、版权或其他专有权利的保证的申索，包括在符合买方提供的技术参数的情况下产生的申索）。

D. If Buyer experiences any breaches of a warranty under this Purchase Order, Buyer shall have the right, in addition to exercising all other rights Buyer may have under applicable statutes or law, to take the following actions, at Buyer's option: (i) retain the

results of the defective Services in whole or in part with an appropriate adjustment in the price for the goods; (ii) require Seller to cure the defective Services in whole or in part at Seller's sole expense; or (iii) reject the defective Services.

D. 如果买方遭遇任何违反本《采购订单》所规定的保证的行为时，买方除了行使任何所适用的法律法规规定的所有其他权利外，还应有权自主决定采取以下措施：

(i) 通过适当调整货物价格的方式，保留部分或全部有缺陷的服务成果；(ii) 要求卖方自费全部或部分修复有缺陷的服务；或(iii) 拒绝有缺陷的服务。

E. Without limiting the generality of the foregoing, should any Services fail to conform to the warranties set forth herein, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any special, incidental and consequential damages caused by nonconforming Services, including, but not limited to, costs, expenses and losses incurred by Buyer (i) in correcting or replacing such nonconforming Services; (ii) resulting from production interruptions, and (iii) in connection with claims for personal injury (including death) or property damage caused by such nonconforming Services. If requested by Buyer, Seller shall, without charge to Buyer, administer and process warranty charge-backs for nonconforming Services in accordance with Buyer's directions.

E. 在不受限于上述条款的一般性原则的前提下，如果任何服务不满足在此所提出的保证，买方应向卖方发出通知，并且如果买方要求，卖方应针对因不合格服务所造成的任何特殊、偶发和间接损失给予买方补偿，包括但不限于买方在如下方面所产生的成本、费用和损失：(i) 因纠正或替换此类不合格服务中所产生的；(ii) 因生产中断所产生的；(iii) 对因上述不合格服务所造成的人身伤害（包括死亡）或财产损失所做出的的申索。如果买方要求，卖方应按照买方的指示，免费为买方管理和处理不合格服务的保修退款。

#### 4. QUALITY.

##### 质量。

A. Seller is obligated to provide all reasonable support requested by Buyer to address immediately and correct concerns regarding the quality of Services provided. Seller shall

provide additional resources, as necessary and as identified by Buyer, to support product development, process development, validation, production launch, or any issue that may jeopardize the success of the manufacture or assembly of any Services or of the program.

A. 卖方有义务提供买方要求的所有合理支持，以便尽快解决并纠正所提供服务的  
质量问题。卖方应根据需要并按照买方要求提供额外资源，以支持产品开发、工  
艺发展、验证、产品发布、或解决可能妨碍任何服务或程序的生产或装配的任何问  
题。

B. Seller is responsible for all sub-tier providers of goods or services. Seller must  
maintain adequate development, validation, and ongoing supervision to assure all Services  
provided to Buyer conform to all requirements under the Purchase Order.

B. 卖方应当对所有下级提供商所供应的货物或服务负责。卖方必须维持充分的  
开发、验证、发布、和持续性监督，以确保提供给买方的所有服务均符合《采购订  
单》中的要求。

## 5. **INSPECTION, WORK PROGRESS, AND REJECTIONS.**

### **检查、工作进度和拒绝。**

Buyer shall have the right (but not the obligation) to inspect, to review work progress and  
to inspect and test all Services to the extent practicable at all times and places. If any  
Services are not in conformity with the requirements of any Purchase Order, Buyer shall  
have the right, notwithstanding payment, any prior inspection or test, custom or usage of  
trade, either to (i) reject them, or to (ii) require their correction by and/or at the expense of  
Seller promptly after notice, or to (iii) for Services that are readily available commercially,  
purchase them from another supplier until Seller makes the necessary corrections. Buyer's  
inspection or review of the Services shall not be construed as acceptance, nor will it give  
rise to a waiver or estoppel of any claim or deficiency.

在切实可行的范围内，买方应有权（但不是义务）随时随地检查、审查工作进度并  
检查和测试所有服务。如果任何服务未能满足任何《采购订单》的要求，尽管已经  
支付、进行了任何事先检查或测试或有相关的贸易常规和惯例，买方仍有权（1）



拒绝这些服务；（2）要求卖方在接到通知后立即改正和/或承担费用；或（3）对于商业角度上容易获得的服务，从其他供应商处购买，直到卖方进行必要的改正。买方针对服务做出检查或审查的，不应被视为买方的接受，也不构成买方对任何申索的放弃或禁止买方对任何缺陷提出申索。

**6. COST.**  
**费用。**

A. Prices charged for Services listed on the Purchase Order are not subject to increase, including specifically, but without limitation, any increase based upon currency fluctuations, changes in raw material, tariffs, or duties transportation costs or component pricing, labor or overhead, unless specifically agreed to by Buyer in a Signed Writing.

A. 除买方以书面签署的方式特别同意之外，《采购订单》所列供应品需要支付的价格不会增长，具体包括，但不限于，因币值波动、以及原材料变化、关税或税收、运输成本或元件价格、人工或间接费用等造成任何增长。

B. Seller represents and warrants that the price charged to Buyer for Services is at least as low as the price charged by Seller to Buyers of a class similar to Buyer under conditions similar to those specified in the Purchase Order and that all prices comply with all applicable governmental laws and regulations in effect at the time of quotation, sale and delivery. If Seller offers a lower price for the same or similar goods or services to any other customer during the term of a Purchase Order, then to the extent permitted by law, Seller will immediately offer Buyer the same price for the Services on the same terms and conditions as was offered to the other customer. Seller shall ensure that the price charged to Buyer for Services remains competitive with the price for similar goods or services available to Buyer from other sellers.

B. 卖方陈述并保证，其向买方收取的服务价格至少与卖方在与《采购订单》中约定的条件类似的条件下，向与买方类似的买方所收取的价格一样低，并且所有价格均符合报价、销售和交付时有效的所有适用的政府法律法规。如果卖方在《采购订单》期限内，向任何其他客户以较低价格提供相同或相似货物或服务，那么在法

律允许的范围内，卖方将立即按照提供给其他客户的相同条款和条件，向买方提供相同价格的服务。卖方应确保，与买方从其他卖方购买类似的货物或服务相比，其向买方收取的服务价格将保持竞争力。

C. Buyer shall have the right to periodically market test the Services by sending out quotation packages to other potential suppliers.

C. 买方应有权通过向其他潜在供应商发送报价包，周期性的对服务进行市场测试。

## 7. TAXES.

### 税费。

Unless prohibited by law, the Seller shall pay all federal, state or local tax, transportation tax, or other tax, including but not limited to customs duties and tariffs, which is required to be imposed upon the Services. All Purchase Order prices shall be deemed to have included all such taxes.

除非法律禁止，卖方应支付针对所订购的服务应收取的，或因销售或交付所产生的所有联邦、州、地方或其它适用的税费、运输税、或其他税费，包括但不限于进口税和关税。所有《采购订单》价格应被视为已包含了所有上述税费。

## 8. INVOICES.

### 发票。

All invoices for Services provided pursuant to each Purchase Order must reference the Purchase Order number before any payment will be made for Services by Buyer. In addition, no invoice may reference any term separate from or different than these Terms and Conditions or the terms that appear on the face of the Purchase Order. Buyer reserves the right to return all invoices or related documents submitted incorrectly. Payment terms will commence upon the receipt of an invoice, after the receipt of the corresponding Services. Any payment by Buyer of a nonconforming invoice is not an acceptance of any

non-conforming elements or terms on such invoice. Where applicable, Buyer may request proof of performance to support corresponding invoices prior to payment.

根据每份《采购订单》所提供的服务发票必须注明《采购订单》编号，然后买方才会对服务进行相应的付款。另外，发票不得引用与本《条款和条件》或与《采购订单》中显示的条款无关或有差异的任何条款。买方保留退回所有错误提交的发票或相关文件的权利。当买方接受了相应的服务且没有提出异议后，支付期限自买方收到发票之日起算。买方就不合格发票付款并不代表买方接受了该等发票上的任何不合格元素或条款。如适用，买方可以在支付前要求卖方提供交付证明，以支持相应的发票。

## 9. **PAYMENT TERMS.**

### **支付期限。**

Payment terms will be set for Seller on Buyer's payables system if Seller is included in Buyer's payables system. If Seller is not included in Buyer's payables system, payment terms are net 60 from the date of receipt of the invoice. If a payment date falls on a non-business day, payment will occur on the following business day.

如果买方的应付账款系统纳入了卖方，那么在买方的应付账款系统中会为卖方设定付款期限。如果买方的应付账款系统未纳入卖方，那么支付期限是自收到发票之日起的六十（60）日。如果支付日期是非营业日，那么将顺延至下一个营业日进行支付。

## 10. **SETOFF AND RECOUPMENT.**

### **抵销和扣除。**

A. In addition to any right of setoff or recoupment allowed by law, all amounts due Seller, or any of its subsidiaries or affiliates shall be considered net of indebtedness or obligations of Seller, or any of its subsidiaries or affiliates to Buyer or any of its subsidiaries or affiliates, and Buyer may setoff against or recoup from any amounts due or to become due from Seller, or any of its subsidiaries or affiliates to Buyer or any of its subsidiaries or

affiliates however and whenever arising, including but not limited to the Buyer's attorneys' fees and costs of enforcement. In the event that Buyer or any of its subsidiaries or affiliates reasonably feels at risk, Buyer may withhold and recoup a corresponding amount due Seller or any of its subsidiaries or affiliates to protect against such risk.

A. 除法律允许的任何抵销或扣除权利外，卖方或其任何子公司或关联公司的所有到期金额均应扣除卖方或其任何子公司或关联公司对买方或其任何子公司或关联公司的债务或义务和买方可以抵销或从卖方或其任何子公司或关联公司的任何到期的款项中获得的补偿（无论是以何种方式、在何时发生），包括但不限于买方的律师费和执行成本。当买方或买方的任何关联公司和子公司合理地认为存在风险时，买方可以扣留和扣除卖方或卖方的任何关联公司和子公司的相应到期金额，以防范上述风险。

B. If an obligation of Seller or any of its subsidiaries or affiliates to Buyer or any of its subsidiaries or affiliates is disputed, contingent or unliquidated, Buyer or any of its subsidiaries or affiliates may defer payment of all or any portion of the amount due until such obligation is resolved. Without limiting the generality of the foregoing and by way of example only, in the event of a bankruptcy of Seller, if all of the Purchase Orders between Buyer and Seller have not been assumed, then Buyer may defer payment to Seller, via an administrative hold or otherwise, for Services against potential rejection and other damages.

B. 如果卖方或卖方的任何关联公司和子公司针对买方或买方的任何关联公司和子公司所需要承担的义务存在争议、负债或未清算的，那么买方或买方的任何关联公司和子公司可以延期支付全部或部分到期金额，直至上述义务解决之后。在不局限于上述一般性原则下，例如（仅为举例），在卖方破产的情形下，如果买卖双方所商定的全部《采购订单》尚未履行，那么买方可以采取行政保留或其他方式推迟向卖方支付供应品的款项，以防可能的拒绝和其他损害。

C. In the event of a Seller Insolvency (defined below), Buyer also may setoff, recoup, and/or withhold from amounts due Seller or any of its subsidiaries or affiliates any amounts that Seller is obligated to indemnify Buyer pursuant to this Purchase Order, regardless of

whether such amounts become due before or after the filing of a petition for bankruptcy protection by Seller.

C. 在卖方资不抵债的情形下（如下文规定），买方还可以从应向卖方或卖方的任何关联公司和子公司支付的到期金额中抵销、扣除、和/或保留根据《采购订单》卖方有义务向买方提供的赔偿金额，无论该等款项是在卖方提出破产保护申请之前或之后到期。

## **11. DOCUMENTATION.**

### **文件。**

To the extent applicable, all export and trade credits related to the Services shall belong to Buyer. Seller shall furnish (i) all documents required to obtain export credits and customs drawbacks; (ii) certificates of origin of the materials and Services provided and the value added in each country; (iii) all NAFTA, AALA and other related documents; (iv) all required export licenses or authorizations; and (v) any other documents requested by Buyer or any of its customers. Seller warrants that the contents of such documents shall be true and accurate. Seller shall indemnify Buyer for any damages, including but not limited to duties, interest and penalties, arising from a false or inaccurate statement.

在适用范围内，所有与服务相关的出口或贸易信用应归属买方。卖方应提供：（i）为获得出口信用和海关退税所需的所有单据；（ii）提供的材料和服务的原产地证书以及各国的增加值；（iii）所有NAFTA、AALA和其他相关单据；（iv）所有要求的出口许可证或授权书；及（v）买方或任一买方客户要求的任何其他单据。卖方保证，上述单据的内容均真实准确。卖方应向买方补偿因错误或不准确的陈述所造成的任何损失，包括但不限于利息和罚款。

## **12. TECHNOLOGY AND LICENSES.**

### **技术和许可证。**

A. All work product or deliverables created in the course of performing any Purchase Order or the Services, including, but not limited to, any idea, invention, concept, design,

prototype, product configuration, process, technique, procedure, system, plan, model, program, software or code, data, specification, drawings, diagram, flow chart, documentation, or the like (collectively, “Work Product”) and any associated intellectual property rights therein, are the sole and exclusive property of Buyer. Seller agrees that all works of authorship created by Seller in connection with each Purchase Order are “works made for hire” on behalf of Buyer as that term is used in connection with the U.S. Copyright Act. The term “intellectual property” as used herein means all patents, patent applications, patentable subject matter, copyrights, copyrightable subject matter, work of authorship, derivative works, trademark, trade name, trade dress, trade secrets, know-how, and any other subject matter, material, or information that is considered by Buyer to be proprietary or confidential and/or that otherwise qualifies for protection under any law providing or creating intellectual property rights, including the Uniform Trade Secrets Act.

A. 在履行任何《采购订单》或服务过程中产生的所有工作成果或交付物，包括但不限于任何理念、发明、概念、设计、原型、产品配置、工艺、技术、程序、系统、计划、模型、程序、软件或代码、数据、规格、图纸、图表、流程图、文件等（统称“工作成果”）以及任何相关的知识产权，均属买方的独有财产。卖方同意，所有与《采购订单》相关的卖方著作权作品，根据任何适用的法律中定义的术语，均为代表买方的“职务作品”，该术语含义同《美国版权法》中使用的含义。本文所引用的术语“知识产权”系指专利、专利申请、可专利标的物、版权、版权标的物、著作权作品、衍生作品、商标、商品名称、商业外观、专有技术、以及任何其他标的物、材料、或其他买方认为属于专有或机密和/或以其他方式有资格受到提供或创建知识产权的任何法律，包括《统一商业秘密法》，所保护的信息。

B. Seller hereby assigns to Buyer ownership of all right, title, and interest in the Work Product and any associated intellectual property created therein, and further agrees to cooperate with Buyer and to assist in the preparation and execution of all documents relating to any effort by or on behalf of Buyer to apply for, obtain, maintain, transfer, or enforce any intellectual property right related to the Work Product at the request and expense of Buyer.

B. 卖方特此将所有工作成果的权利、产权和利益以及任何相关的知识产权全部转移至买方，并且同意与买方合作，并按买方要求，在买方承担费用的情况下，协助准备和执行关于买方或买方代表所做的任何工作的所有文件，以便申请、获得、维持、转移、或实施与工作成果相关的任何知识产权。

C. Seller expressly warrants that the Work Product shall not incorporate any intellectual property (including copyright, patent, trade secret, mask work, or trademark rights) of any third party, and further agrees that Seller shall not disclose to Buyer any confidential information, including any trade secrets, of any third party.

C. 卖方明确保证，工作成果不包括任何第三方的任何知识产权（包括版权、专利、商业秘密、掩膜作品、或商标权），并且进一步同意，卖方不向买方披露任何第三方的机密信息（包括商业秘密）。

D. Seller expressly warrants that all Services and resulting Work Product will not and do not infringe any patent, trademark, copyright or other intellectual property of any third party. Seller: (i) agrees to defend, hold harmless and indemnify Buyer and its customers against all claims, demands, losses, suits, damages, liability and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright or other proprietary right by reason of the manufacture, use or sale of the Services, including infringement arising out of compliance with specifications furnished by Buyer or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions; and (ii) waives any claim against Buyer and its customers, including any hold-harmless or similar claim, whether known or unknown, contingent or latent, in any way related to a claim asserted against Seller or Buyer for infringement of any patent, trademark, copyright or other proprietary right, including claims arising out of compliance with specifications furnished by Buyer.

D. 卖方明确保证，所有服务和产生的工作成果将不会并且没有侵犯任何第三方的任何专利、商标、版权或其他知识产权。卖方：（i）同意为买方及买方客户进行抗辩和赔偿，并且确保买方及买方客户不会因制造、使用或出售而造成实际侵权

或涉嫌直接侵权或辅助侵权，或诱导侵权（包括因遵守买方提供的规格，或由于卖方的行为直接或间接导致的实际或涉嫌滥用或盗用商业秘密而引起的侵权），任何美国或外国专利、商标、版权或其他所有权的任何诉讼、申索或行为而遭受任何损失（包括实际发生的律师费、专家费和顾问费、和解费用和审判费用）；（ii）放弃针对买方及其客户的任何索赔，包括任何免受损害或类似的索赔，无论是已知的还是未知的，或然的还是潜在的，以任何方式与针对卖方或买方的侵犯任何专利、商标、版权或其他专有权有关的索赔，包括因遵守买方提供的规格而产生的索赔。

E. Seller shall ensure that any subcontractors to Seller have contracts with Seller in writing consistent with the terms of this Section 12 to ensure that the protections required by Buyer from Seller are also received from subcontractors for the benefit of Buyer and Seller.

E. 卖方应确保，卖方的任何分包商均已经与卖方签订了符合本第 12 部分所有条款的书面合同，以确保可以从分包商处同样获得买方要求卖方所提供的保护，从而保护买卖双方的利益。

### 13. **CONFIDENTIALITY.**

#### **机密性。**

A. Seller acknowledges and agrees that it will be obligated to maintain the secrecy and confidentiality of all information disclosed by Buyer to Seller during the course of work under any Purchase Order, including all Buyer Data (as defined in Section 39 below) (“Confidential Information”), including, but not limited to, any information regarding Buyer or its business or its customers, the existence and terms of any Request for Quotation or Purchase Order, and any drawings, specifications, or other documents prepared by either party in connection with any Request for Quotation or Purchase Order, and the features of all parts, equipment, tools, gauges, patterns, and other items furnished or disclosed to Seller by Buyer. Seller agrees that it will not disclose Confidential Information to or use Confidential Information with or for the benefit of itself or any third party without prior written authorization from Buyer. Seller also agrees to adopt measures to protect the



secrecy and confidentiality of Confidential Information that are reasonable under the circumstances. Notwithstanding the foregoing, Seller may disclose portions of the Confidential Information to third parties if it is required for Seller to fulfill its obligations under a Purchase Order and if such third parties have agreed to conditions of confidentiality at least as stringent as those contained herein. Confidential Information shall not include any information that (i) was in the possession of Seller before receipt from Buyer; (ii) is or becomes available to the public through no fault of Seller; or (iii) is received by Seller in good faith from a third party having no duty of confidentiality to Buyer.

A. 卖方承认并同意，卖方将有义务在开展任一《采购订单》下工作的过程中，保持买方向卖方披露的所有信息（包括所有的买方数据（如下方第 39 部分所定义））（“机密信息”）的保密性和机密性,包括但不限于关于买方或买方业务或买方客户的任何信息、任何请求报价单或《采购订单》的存在和条款、以及任何图纸、规格、或任何一方准备的关于任何请求报价单或《采购订单》的其他文件、以及所有部件、设备、工具、量具、图案和买方向卖方提供或披露的其他物品的特点。卖方同意，卖方将不会为了自己或任何第三方的利益，在未经买方事先书面授权的情况下，披露或使用任何机密信息或与任何第三方共同使用机密信息。卖方还同意采取合理措施保护机密信息的保密性和机密性。尽管上述规定，如果卖方因履行《采购订单》项下的义务，需要向第三方披露部分机密信息，且该等第三方已经同意将至少按照本文中的保密程度对该等机密信息进行保密的，那么卖方可以向第三方披露部分机密信息。机密信息不包括（i）在从买方处收到前，卖方已经拥有的信息；（ii）不因卖方过错而向公众公开的任何信息；或（iii）卖方从不向买方承担保密义务的第三方处收到的任何信息。

B. The obligations of Seller with respect to Confidential Information shall remain in effect during the time that any Confidential Information is considered by Buyer to be secret or confidential or otherwise qualify for protection under the Uniform Trade Secrets Act. At the request of Buyer, Seller will return to Buyer all materials (in any form) that include, incorporate, or otherwise contain Confidential Information of Buyer.

B. 在买方认为任何机密信息均属于保密信息或机密信息或以其他方式有资格受到所有适用的法律保护的期间内，卖方针对机密信息的义务应持续有效。买方有需求时，卖方将向买方（以任何形式）返回所有包括、混合或以其他方式包含了买方机密信息的所有资料。

C. Unless otherwise agreed in a Signed Writing, all information provided by Seller to Buyer in connection with each Purchase Order shall be disclosed on a non-confidential basis, and Buyer shall have no duty to maintain the secrecy or confidentiality of such information.

C. 除非书面签署另有规定，卖方向买方提供的关于《采购订单》的所有信息均应以非保密的方式披露，并且买方不承担维持上述信息的保密性或机密性的责任。

D. The protections for Confidential Information under this Purchase Order shall be in addition to any protections to which Buyer is entitled under any separate nondisclosure and/or confidentiality agreement.

D. 针对《采购订单》中机密信息的保护，还应扩大至买方在任何单独的不披露和/或保密协议项下有权享有的保护。

#### 14. CHANGES.

##### 变更。

A. Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to the Services under any Purchase Order including, but not limited to, changes in the manner, date or place of delivery of the Services covered by the Purchase Order or to otherwise change the scope of the work covered by the Purchase Order, and Seller agrees to promptly make such changes. Any such changes shall be deemed not to affect the time for performance or cost under the Purchase Order unless (i) Seller provides Buyer with written notice of a claim for adjustment to time for performance or cost within ten (10) days after Buyer's notice to Seller of the change and (ii) after auditing such claim, Buyer determines that an adjustment (up or down) is appropriate. Any such claim by Seller for adjustment to time for performance or cost under a Purchase Order must be solely and directly the result of the change directed by Buyer and any notice of such claim shall be

effective only if accompanied by all relevant information sufficient for Buyer to verify such claim. In addition, Buyer shall have the right to audit all relevant records, facilities, work or materials of Seller to verify any claim. Seller shall consider and advise Buyer of the impact of a design change on the system in which the Services covered by the Purchase Order are used. Nothing in this Section 14 shall excuse Seller from performing under the Purchase Order as changed pending resolution of any claim by Seller for adjustment to time or cost.

A. 买方保留随时针对任何《采购订单》中要求的服务进行直接变更、或要求卖方进行变更的权利，包括但不限于更改《采购订单》中要求的服务方式、日期或地点，或以其它方式更改《采购订单》要求的工作范围，且卖方同意立即进行此类更改。除非（i）卖方在买方向卖方发送变更通知后的十（10）天之内，向买方发送要求调整履行时间或费用的书面通知，及（ii）在审定上述要求之后，买方确定合适的调整（下调或上调）。卖方提出关于调整《采购订单》规定的履行时间或费用的上述要求，必须全部或直接因买方指示的变更所致，并且仅当随附充分能够让买方验证上述要求的所有相关信息后，方视为符合关于上述要求的有效通知。另外，买方应有权审查卖方提供用于验证任何要求的所有相关记录、设施、工作或材料。卖方应考虑设计变更对于使用了《采购订单》中所提供的服务的影响，并告知买方。在卖方提出调整时间或费用的任何要求被解决之前，卖方不能依据本第 14 部分的任何内容拒不履行变更后的《采购订单》。

B. Without the prior approval of Buyer on the face of a Purchase Order amendment or in a Signed Writing, Seller shall not make any changes to any Purchase Order or the Services covered by the Purchase Order, including, without limitation, changing (i) any third party supplier to Seller of services, raw materials or goods used by Seller in connection with its performance under the Purchase Order, (ii) the facility from which Seller provides the Services, (iii) the price of any of the Services covered by the Purchase Order, (iv) the nature, type or quality of any services, raw materials or goods used by Seller or its suppliers in connection with the Purchase Order; (v) the performance of any Services covered by the Purchase Order; or (vi) the production method, or any process or software

used in the production or provision of any Services under the Purchase Order. Any changes by Seller to any Purchase Order or the Services covered by the Purchase Order without the prior approval by Buyer on the face of a Purchase Order amendment or in a Signed Writing shall constitute a breach of the Purchase Order.

B. 在买方未事先批准《采购订单》修正案或书面签署时，卖方不得针对任何《采购订单》或《采购订单》所含服务进行任何变更，包括但不限于，变更（i）卖方在履行《采购订单》时使用的服务、原材料或货物的任何第三方供应商；（ii）卖方提供服务的场所；（iii）《采购订单》所含任何服务的价格；（iv）卖方或卖方的供应商在履行《采购订单》时使用的任何服务、原材料或货物的性质、类型或质量；或（v）《采购订单》所含任何服务的履行；或（vi）生产或提供《采购订单》所含的任何服务的生产方法、或任何工艺或软件。在买方未事先批准《采购订单》修正案或书面签署时，卖方面针对任何《采购订单》或《采购订单》所含服务进行的任何变更，均属于违反《采购订单》。

**15. US C-TPAT (U.S. CUSTOMS SERVICE'S CUSTOMS TRADE PARTNERSHIP AGAINST TERRORISM).**

**美国海关商贸反恐怖联盟（美国海关商贸反恐怖联盟）。**

In the case of Services deemed to be imported into the United States, Seller shall accept, implement and comply with all applicable recommendations or requirements of the United States Customs and Board Protection Service's Customs Trade Partnership Against Terrorism ("C-TPAT") initiative (<https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat>). At Buyer's or the Customs and Board Protection Service's request, Seller shall certify in writing its acceptance, implementation and compliance with the C-TPAT and any accompanying recommendation and guidelines. Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's not accepting, implementing or complying with C-TPAT.

对于进口到美国境内的卖方服务，卖方应接受、履行并遵守美国海关和海关商贸反恐怖联盟（“C-TPAT”）倡议（<https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat>）的所有适用建议或要求。买方或海关及联盟要求时，卖方应以书面形式核实其接受、履行以及遵守海关商贸反恐怖联盟（C-TPAT）中相关要求，并附上有关建议和指南。卖方应赔偿并保护买方免受因卖方未接受、未履行或未遵守美国海关和海关商贸反恐怖联盟（C-TPAT）或与此有关原因而引起的任何责任、索赔、诉求或经费（包括律师费或其他专业费）等。

## 16. SUSTAINABILITY.

### 可持续发展。

Buyer and Seller hereby recognize the value in supporting initiatives which strive to achieve excellence in environmental and social performance. Seller will comply with Buyer's Supplier Sustainability Policy, which is available at <https://www.hennigesautomotive.com/purchasing-vendor-portal-contacts/>. While these Terms and Conditions define the parameters in which the parties will conduct business and seek mutually advantageous financial advantage, the parties agree that there is a recognition, belief in, and practice of the principles of sustainable business woven into the fabric of how they will conduct themselves. In addition to the Supplier Sustainability Policy, elements which the parties will consider include: (i) the Global Reporting Initiative support (GRI - <https://www.globalreporting.org/>) including development of a Sustainability Report in alignment with GRI reporting guidelines; (ii) promoting diversity in the supplier base (for the US, Reference the National Minority Supplier Development Council (NMSDC - [www.nmsdc.org](http://www.nmsdc.org))); (iii) taking voluntary initiatives to reduce environmental impacts, including efforts to improve energy efficiency, control greenhouse gas emissions, recycle materials, curtail or phase out use of toxic substances, minimize waste, conduct life-cycle assessments of products, and promote “greening of the supply chain”; (iv) supporting safe, healthful workplaces and communities, hiring and promoting employees without discrimination, paying competitive wages and benefits, and being responsible citizens in communities where the parties operate; and (v) participating in the

Carbon Disclosure Project (<https://www.cdproject.net>) reporting requirements as requested by Buyer. The Buyer's current Sustainability Report can be found online at [www.hennigesautomotive.com](http://www.hennigesautomotive.com).

买方和卖方在此确认，支持努力实现卓越环境和社会表现的倡议行动是极富价值的。卖方将遵守买方的《供应商可持续发展政策》（Supplier Sustainability Policy），该政策可通过 <https://www.hennigesautomotive.com/purchasing-vendor-portal-contacts/> 在线查阅。虽然本《条款和条件》界定了双方开展业务和谋求互利共赢的经济优势的范围，双方同意，对可持续经营原则的认识、信念和实践将贯穿于双方的行为方式之中。除供《应商可持续发展政策》以外，双方将考虑的因素还包括：（i）支持全球报告倡议组织（GRI-<https://www.globalreporting.org/>），包括根据 GRI 报告指南编写可持续发展报告；（ii）促进供应商基础的多样性（就美国而言，参考国家少数民族裔供应商发展委员会）；（iii）采取自愿行动以减少环境影响，包括努力提高能源效率、控制温室气体排放、回收利用材料、减少或淘汰有毒物质的使用、尽量减少浪费、开展产品生命周期评估及促进“绿色供应链”；（iv）支持安全健康的工作场所和社区，无歧视地雇用和晋升员工，支付具有竞争力的工资和福利，并在双方开展业务的社区中做负责任的公民；及（v）按照买方的要求参与碳披露项目（<https://www.cdproject.net>），遵循其报告要求。买方当前的《可持续发展报告》可通过 [www.hennigesautomotive.com](http://www.hennigesautomotive.com) 在线查阅。

## 17. **FEDERAL ACQUISITION REGULATION FLOWDOWN.**

### 《联邦收购条例》条款的援引及适用

If this Purchase Order is issued in support of a U.S. Government prime contract or subcontract, the flow down Federal Acquisition Regulation (“FAR”) clauses and any applicable agency supplements thereto, as applicable, are incorporated herein by reference. Without limiting the generality of the foregoing, Seller shall comply with the following clauses relating to contracts with the U.S. Government: (i) the Equal Opportunity clause, 41 CFR 60-1.4; (ii) the Affirmative Action for Disabled Veterans & Veterans of the

Vietnam Era clause, 41 CFR 60-250.4; (iii) the Affirmative Action for Handicapped Workers clause, 41 CFR 60-741.4; (iv) Executive Order 13201; and (v) FAR regulations. 如果本《采购订单》是为了支持美国政府主合同或分包合同而发出的，则所适用的《联邦采购条例》（“FAR”）条款及其机构补充条款，均应援引并纳入本文。在不限限制前述一般性的情况下，卖方应遵守下列与美国政府签订的合同有关的条款：(i)平等机会条款，41 CFR 60-1.4；(ii)残疾退伍军人和越南时期退伍军人平权行动条款，41 CFR 60-250.4；(iii) 残疾人工人平权行动条款，41 CFR 60-741.4；(iv)行政命令 13201；以及(v) FAR 规定。

**18. COMPLIANCE WITH LAWS.**

**遵守法律。**

A. Seller shall comply with all applicable laws, rules, regulations, orders, conventions, or standards enacted by the United States of America and any other applicable jurisdictions that regulate the performance, provision, licensing, approval or certification of Products or Services, including but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety, and each Purchase Order shall be deemed to incorporate by reference all the clauses required by the provisions of said laws, Purchase Orders, rules, regulations and ordinances. Among other things, Seller agrees to comply with the Occupational Safety & Health Act, 29 U.S.C. §§651 et seq. and the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.

A. 卖方应遵守美国以及任何其他适用的司法管辖区颁布的规定了产品和服务的制造、标记运输、许可批准或认证等内容的所有适用法律、法规、条例、决议、惯例或标准，包括但不限于那些与环境事宜、数据保护、隐私、工资、工作时间以及雇佣条件、分包商选择、歧视、职业健康/安全和汽车安全等有关的内容，且所有《采购订单》应被认为通过援引的方式包括了所有上述法律、《采购订单》、法规、条例以及法令规定所要求的所有条款。除其他事项外，卖方同意遵守《职业安全和健康法案（Occupational Safety & Health Act）》（29 U.S.C. §§651 et seq.），以及

《有毒物质管制法（the Toxic Substance Control Act）》（《15 U.S.C. §§2601 et seq）。

B. All purchased materials used in performance or provision of the Services shall satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. Seller further represents and warrants that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in corrupt business practices, in the performance or provision of the Services under this Purchase Order. At Buyer's request, Seller shall certify in writing its compliance with the foregoing.

B. 用于履行或提供服务的所有采购材料应满足现行关于受限材料、有毒材料和有害材料的政府规定和安全规定等，以及适用于制造和销售国的所有环境考虑、电气考虑以及电磁考虑等。卖方进一步表示以及保证在履行或提供本《采购订单》服务的过程中，他们或他们的分包商都不会雇佣儿童、奴隶、犯人或其他被迫劳动力或非自愿劳动力，或从事腐败的商业活动。买方要求时，卖方应通过书面方式证明其已遵守上述规定。

C. Seller hereby agrees to comply with all applicable requirements of Sections 6.7 and 12 of the Fair Labor Standards Act, 29 USC §§ 201 et seq. in the performance of work under any Purchase Order, and with all applicable regulations and orders issued under Section 14 thereof.

C. 卖方在此同意，在开展任何《采购订单》下的工作时，都遵守《公平劳动标准法》（29 USC §§ 201 et seq.）第 6.7 条和第 12 条的所有适用要求，并遵守根据该法第 14 条颁布的所有适用法规和命令的要求。

D. Seller shall be obligated to (and shall ensure that its contractors and subcontractors) comply with all laws, decrees, regulations, rules, rulings, Official Mexican Standards and any other federal, state or local provisions applicable in Mexico, including the Federal Labor Law, the Income Tax Law, the Fiscal Code of the Federation, the Social Security Law, and the Law on the National Institute for Workers' Dwelling. Seller has and shall at all times obtain and maintain in effect all the licenses, permits, authorizations, consents, registrations and approvals



that it and/or its contractors and/or subcontractors require to fully carry out its obligations under or relating to any of the aforementioned documents. Without limiting any other right of Buyer, Seller shall indemnify and hold Buyer harmless from any liability, losses, damages, claims, lawsuits, expenses and/or costs (including attorneys' fees), which Buyer may sustain or incur as a result of any sanction, claim, penalty, lawsuit or proceeding, whether before an administrative or judicial body or other tribunal, imposed, made, brought or threatened against Buyer for Seller's (and any contractor and/or subcontractor it retains) non-compliance with these obligations, negligence or willful misconduct. The rights and obligations set forth herein shall survive for a period of 5 (five) years from the date of fulfillment of each Purchase Order.

D. 卖方有义务（并确保其承包商和分包商）遵守适用于墨西哥的所有法律、法令、法规、规章、裁决、墨西哥官方标准及任何其他联邦、州或地方的规定，包括《联邦劳动法》、《所得税法》、《联邦财政法典》、《社会保障法》和《全国工人住宅协会法》。卖方在要时间都应获得卖方和/或其承包商和/或分包商为充分履行其在上述任何文件项下或与上述任何文件有关的义务所需的所有执照、许可、授权、同意、登记和批准，并保持持续有效。在不限制买方的任何其他权利的情况下，卖方应赔偿买方，并使买方免受任何，由于卖方（及其聘请的承包商和/或分包商）违反这些义务、疏忽或故意的不当行为所引发的，向买方施加、做出、提起或威胁的制裁、索赔、处罚、诉讼或程序所产生的责任、损失、损害、索赔、诉讼、开支和/或费用（包括律师费），无论是在行政或司法机构或其他法庭。本文中规定的权利和义务应在每一《采购订单》履行之日起的五（5）年期限内持续有效。

E. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including, without limitation, attorneys' or other professional fees) arising out of or in connection with Seller's non-compliance with the provisions of this Section 18.

E. 卖方应赔偿并保护买方免受因卖方未遵守第 18 部分中相关条款或与此有关原因而导致的所有责任索赔或费用支出（包括但不限于律师费或其他专业费用）等。

**19. INSURANCE.**

In addition to all other insurance coverage required by applicable law, Seller shall maintain insurance, at its own expense, in amounts acceptable to Buyer and that such insurance will adequately protect Buyer against all damages, liabilities, claims, losses and expenses (including attorney's fees). In particular, Seller shall provide workers' compensation, automobile and comprehensive general liability insurance, including coverage for contractual liability, products liability and completed operations, in the following amounts and coverages: (a) General liability insurance with limits of \$1 million per occurrence and \$2 million general aggregate; (b) Employment practices liability insurance with a limit of no less than \$1m; (c) Commercial automobile liability with limits no less than a \$1 million, combined single limit; (d) Workers' compensation insurance in the statutory amount / with Employers Liability limits of \$1 million; and (e) Excess/umbrella coverage of \$5 million per occurrence applying over the primary commercial general liability, auto liability, and employer's liability coverages. Seller agrees that such insurance will adequately protect Buyer against such damages, liabilities, claims, losses and expenses (including attorney's fees). Seller agrees to submit certificates of insurance, evidencing its insurance coverage when requested by Buyer. Seller will name Buyer as an additional insured on all policies specified above, indicating Sellers policies shall be primary and not contributory with any coverage carried by Buyer, with the exception of workers' compensation insurance policies.

除适用法律要求的所有其他保险外，卖方应自费购买买方可接受的金额的保险，并确保该保险将充分保护买方免受所有损害、责任、索赔、损失和费用(包括律师费)的伤害。特别是，卖方应提供工人赔偿、汽车和综合一般责任保险，包括合同责任、产品责任和已完成作业的保险，承保金额和承保范围如下：(A)一般责任保险，每次事故限额为100万美元，一般总额为200万美元；(B)雇佣行为责任保险，限额不低于100万美元；(C)商用汽车责任保险，限额不低于100万美元，合并单一限额；(D)雇主责任限额为100万美元或法定金额的工人赔偿保险；以及(E)超额/保护性保险，每次事故500万美元，适用于主要商业一般责任险、汽车责任险和雇主责任险。

卖方同意此类保险将充分保护买方不受此类损害、责任、索赔、损失和费用(包括律师费)的影响。如买方要求, 卖方同意提交证明其保险范围的保险证书。卖方应在上述所有保险单上指定买方为附加被保险人, 表明卖方的保险单应为主要保险单, 不对买方承保的任何保险负责, 但工伤保险除外。

## 20. INDEMNIFICATION.

### 赔偿。

A. Seller shall indemnify and hold harmless Buyer and its affiliated companies, their directors, officers, employees, invitees, agents and customers (“Indemnitees”) from and against all liability, demands, claims, losses, costs, actions, judgments, fines, penalties, damages and expenses, including reasonable attorney’s fees (collectively, “Liabilities”) incurred by Indemnitees by reason of or on account of any breach of this Purchase Order, warranty claims, product recall claims, product liability claims, injuries to persons, including death, or damage to property caused by Seller, its employees, agents, subcontractors, or in any way attributable to the performance of Seller, its employees, agents, or invitees; provided, however, that Seller’s obligation to indemnify Buyer shall not apply to any Liabilities solely arising from Buyer’s negligence. Seller waives the application of the doctrine of comparative negligence and other doctrines that may otherwise allocate the liability covered by Seller’s indemnity. This indemnification obligation shall be in addition to Seller’s warranty obligations.

A. 卖方应赔偿并保护买方及其附属公司、它们的董事、领导、员工、被邀请者、代理商和客户 (“接受赔偿者”) 免受因违反本《采购订单》、保证条款、产品召回、产品责任索赔以及人员伤亡 (包括卖方、其员工、代理商、分包商原因所造成的伤亡或财产损失, 或任何因卖方、其员工、代理商或被邀请者所有有关行为而造成的伤亡或财产损失) 等原因而导致的所有责任、诉求、索赔、损失、花费、措施、判决、罚款、惩罚、损坏和费用支出等, 包括合理的律师费 (总称 “责任”); 然而, 卖方赔偿买方的义务不适用于仅因买方疏忽而产生的任何责任。卖方放弃采用

比较过失原则和其他可能分担卖方赔偿责任的法律原则。本赔偿义务为卖方的保证义务的补充。

B. Within a reasonable time of becoming aware of any actual or potential Liabilities, Buyer shall notify Seller. Seller, at Buyer's option and at Seller's expense, will undertake defense of such actual or potential Liabilities through counsel approved by Buyer. Provided, however, that Seller shall first obtain authorization from Buyer before settlement is made of the actual or potential Liabilities if the terms of such settlement could materially adversely affect Buyer, including any term which admits the existence of a defect in Services or a failure of Buyer to fully and faithfully perform its obligations. In the alternative, Buyer may elect to undertake defense of such Liabilities to the extent it is asserted against Buyer, and Seller shall reimburse Buyer on a monthly basis for all expenses, attorney fees, and other costs incurred by Buyer.

B. 在意识到实际责任或潜在责任的合理时间内，买方应通知卖方相关事宜。在买方选择以及卖方出资的情况下，卖方将通过经买方批准同意的律师为该类实际责任或潜在责任进行辩护。但是，如果和解的条款可能对买方产生重大不利影响，包括任何承认设备存在缺陷或买方未能充分忠实履行其义务的，卖方在就该等实际或潜在的赔偿责任达成和解之前，应首先获得买方的授权。另一种替代方法是，买方可选择承担针对买方被要求承担责任的范围进行该类责任的辩护事宜，且卖方应按月赔偿买方所产生的所有费用、律师费和其他花费。

## **21. SELLER FINANCIAL AND OPERATIONAL CONDITION.**

### **卖方的财政状况以及运营情况。**

A. Seller represents and warrants to Buyer that: (i) it is not insolvent and is paying all debts as they become due; (ii) that it is in compliance with all loan covenants and other obligations; (iii) all financial information provided by Seller to Buyer concerning Seller is true and accurate; (iv) such financial information fairly represents Seller's financial condition; and (v) all financial statements of Seller have been prepared in accordance with generally accepted accounting principles, uniformly and consistently applied.

A. 卖方向买方陈述并保证：（i）卖方并非处于资不抵债状态，以及在到期前他们就已支付了所有债务；（ii）卖方遵守了所有贷款合约和其他义务；（iii）卖方向买方提供的所有关于卖方的财务信息都完全属实准确；（iv）这些财政信息准确地显示了卖方的财政状况；以及（v）卖方的所有财政报告都是根据公认的会计准则统一且一致地编制的。

B. Upon Buyer's request, Seller shall provide copies of its quarterly and/or annual financial statements. Seller shall permit Buyer and its representatives to review Seller's books and records concerning compliance with each Purchase Order and Seller's overall financial condition, and Seller also shall provide Buyer with full and complete access to all such books and records for such purpose. Seller agrees that, if Buyer provides to Seller any accommodations (financial or otherwise) that are necessary for Seller to fulfill its obligations under any Purchase Order, Seller shall reimburse Buyer for all costs, including attorneys' and other professionals' fees, incurred by Buyer in connection with such accommodations and shall grant a right of access to Buyer to use Seller's premises, machinery, equipment and other property necessary for the production of Services covered by such Purchase Order (and a lien to secure the access right) under an access and security agreement. Additionally, Seller agrees to provide prompt written notice to Buyer of any impending or threatened insolvency of the Seller.

B. 买方要求时，卖方应提供其季度财务报表和/或年度财务报表副本。卖方应允许买方和其代表对卖方关于是否遵守所有《采购订单》和卖方整体财务状况的账簿和记录进行评审，且卖方还应向买方提供使用这些账簿和记录以进行评审所需的所有详细完整途径。卖方同意，如果买方向卖方提供了卖方为履行其《采购订单》中相关义务而所必须的安排（涉及财政或其他），卖方应偿还买方因与此类安排而引起的所有花费、律师费用和其他专业费用，并应根据准入和担保协议允许买方使用卖方场所、机器、设备和生产本《采购订单》中所提及备件所需的其他财产（以及一项保证该等权利的留置权）。此外，卖方同意向买方提供及时的书面通知，书面通知内容涉及到卖方即将发生的资不抵债或可能面临的资不抵债状况等。

**22. SELLER INSOLVENCY.**

**卖方资不抵债情况**

Buyer may immediately terminate each Purchase Order without any liability of Buyer to Seller upon the occurrence of any of the following or any other similar or comparable event (each, a “Seller Insolvency”): (i) insolvency of Seller; (ii) Seller’s inability to promptly provide Buyer with adequate and reasonable assurance of Seller’s financial capability to perform timely any of Seller’s obligations under any Purchase Order; (iii) filing of a voluntary petition in bankruptcy by Seller; (iv) filing of an involuntary petition in bankruptcy against Seller; (v) appointment of a receiver or trustee for Seller; or (vi) execution of an assignment for the benefit of creditors of Seller. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with a Seller Insolvency, including, but not limited to, all attorneys’ fees and other professional fees.

如果发生以下任何情况或其他类似情况或其他同等情况（每一种都是“卖方资不抵债”的情形），买方可立即终止所有《采购订单》，且无需向卖方承担任何责任：

（i）卖方处于资不抵债的状况；（ii）卖方不能及时向买方提供充足合理的保证，证明卖方有财务能力来及时履行《采购订单》下卖方的任何义务；（iii）卖方自愿提交破产申请；（iv）针对卖方提出非自愿破产申请；（v）为卖方任命接收人或受托人；或（vi）执行分配任务以实现卖方债权人的相关利益。卖方应赔偿买方因与卖方破产原因有关而产生的所有费用，包括但不限于所有的律师费和其他专业费用。

**23. AUDIT RIGHTS.**

**审计权。**

Buyer and its customers shall have the right at any reasonable time to examine all relevant documents, records, materials, and equipment in the possession or under the control of Seller relating to any of Seller’s obligations under this Purchase Order or any other Purchase Order. Seller agrees to reasonably cooperate in any such audit request by the

Buyer. Seller shall maintain all relevant books and records relating to a Purchase Order for a period of five years after delivery of Services or completion of services hereunder.

买方和其客户有权在任何合理时间内检查卖方所拥有的或在其控制范围内与本《采购订单》或其他《采购订单》中卖方义务的有关的所有文件、记录、材料、设备等。卖方同意在买方要求时会合理配合该类审计活动。在本文中提及的服务提供后或完成相关服务后的五年内，卖方应保持好所有与《采购订单》有关的账簿和记录。

#### 24. TERMINATION FOR DEFAULT.

##### 因违约而终止。

Buyer reserves the right to terminate immediately all or any part of each Purchase Order, without any liability of Buyer to Seller, in the event of any default by Seller. The following are causes, among others, allowing Buyer to terminate the Purchase Order: (i) if Seller repudiates, breaches or threatens to breach any of the terms of the Purchase Order, including, without limitation, Seller's warranties; (ii) if Seller fails to perform or deliver Services as specified by Buyer; (iii) if Seller fails to provide Buyer with adequate and reasonable assurance of Seller's ability to perform timely any of Seller's obligations under any Purchase Order, including, without limitation, delivery of Services; (iv) if Buyer terminates for breach any other Purchase Order issued by Buyer to Seller in accordance with the terms of such Purchase Order (whether or not such other Purchase Order is related to the Purchase Order); or (v) if Seller fails to remain competitive with respect to price, quality, delivery, technology, payment terms, or customer support. In the event of a termination for default, Buyer shall be entitled to recover from Seller, among other things, all costs incurred by Buyer in purchasing substitute Services from an alternative supplier.

如果卖方有任何违约行为，买方保留立即终止各《采购订单》所有或部分内容的权力，且买方无需对卖方承担任何责任。除其它原因外，买方还可以根据以下原因终止《采购订单》：（i）如果卖方拒绝、违反或扬言违反《采购订单》中有关条款，包括但不限于卖方的保证内容；（ii）如果卖方未能按照买方要求履行或提供相关服务；（iii）如果卖方未能向买方提供充足合理的保证，保证卖方有能力立即履行

本《采购订单》中卖方的任何义务，包括但不限于服务的提供；（iv）如果买方因为卖方违约而终止买方向卖方发出的其他《采购订单》，该等终止是根据所涉其它《采购订单》的条款做出的（无论所涉其它《采购订单》是否与本《采购订单》有关）；或（v）如果卖方未能保持好在价格、质量、交付、技术、支付条款或客户支持等方面的竞争力。如果因违约而终止，除了要求承担其他责任外，买方还有权向卖方索要因从其他替代供应商处采购替代服务所产生的所有费用。

## 25. TERMINATION FOR CHANGE OF CONTROL.

### 控制权变更终止。

In addition to its other remedies, Buyer may, at its option, terminate this Purchase Order without any liability to Seller, except as specified in Section 27, for a change of control of Seller. A change of control of Seller includes: (a) the sale, lease or exchange of a substantial portion of Seller's assets used for the production of Services, or the entrance into an agreement by Seller regarding the same; (b) the sale or exchange of more than 20% of Seller's stock or other ownership interest (or of such other amount as would result in a change of control of Seller), or the entrance into an agreement regarding the same; or (c) the execution of a voting or other agreement providing a person or entity with control of Seller or control of more than 20% of Seller's stock or other ownership interest (or of such other amount as would result in a change of control of Seller). Seller shall notify Buyer promptly in writing in the event of the earlier of (i) the entrance into an agreement, or (ii) the occurrence of an event described above in this Section. In the event of a termination pursuant to this Section 25, Buyer shall give Seller written notice of the termination at least thirty (30) days prior to the effective termination date.

对于卖方的控制权变更，除了其他补救措施外，买方可根据其意愿终止本《采购订单》而无需对卖方承担任何责任，但第 25 部分规定的情况除外。卖方控制权变更包括：（a）出售、租赁或更换卖方用于提供服务所需资产的相当大的一部分，或者卖方就该等事宜签订协议；（b）出售或变更卖方超过 20% 的股份或其他所有者权益（或会导致卖方控制权变更的其他数量），或者就相同部分签订协议；或（c）



举行投票活动或执行其他协议，为个人或实体提供卖方的控制权，或卖方超过 20% 的股份或其他所有者权益（或会导致卖方控制权变更的其他数量）。卖方应在以下两种情况中更早的一种发生时立即以书面形式通知买方：（i）签订协议，或（ii）发生了本部分上述事件。如根据本部分内容终止，买方应至少在有效终止日前三十（30）天内向卖方提供书面通知。

## 26. TERMINATION FOR CONVENIENCE.

### 任意终止。

In addition to any other right of Buyer to terminate each Purchase Order, Buyer may at its option, immediately terminate all or any part of the Purchase Order at any time and for any reason by giving written notice to Seller.

除了拥有可终止各《采购订单》的其他权利外，买方还可根据其意愿以任何原因为由向卖方发出书面通知来立即终止《采购订单》的任何部分或所有部分。

## 27. TERMINATION CLAIMS.

### 终止的索赔。

A. Upon receipt of notice of termination pursuant to Sections 24, 25, or 26, Seller, unless otherwise directed in writing by Buyer, shall (i) terminate immediately all work under the Purchase Order; (ii) at buyer's option, transfer title and provide to Buyer all completed deliverables and other Work Product related to the Services; (iii) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest; and (iv) upon Buyer's request, cooperate with Buyer in effecting the resourcing of the Services covered by the Purchase Order to an alternative supplier designated by Buyer.

A. 根据第 22、23 或 24 部分的规定终止的，在收到终止通知后，除非买方另有其他书面规定，否则卖方应（i）立即根据《采购订单》终止所有工作；（ii）根据买方的决定，向买方提供并转移与服务有关的所有已完成的交付物及其他工作成果；（iii）采取合理必要措施保护好由卖方占有的买方享有利益的财产；以及（iv）在

买方要求时，卖方应配合买方，就《采购订单》所涵盖的服务为买方指定的替代供应商提供资源。

B. Upon termination of any Purchase Order by Buyer under Sections 25 or 26, Buyer shall pay to Seller the following amounts without duplication: (i) the Purchase Order price for all finished and completed deliverables and Work Product delivered to Buyer that conform to the requirements of the Purchase Order and not previously paid for; (ii) Seller's reasonable actual cost of settling claims for the obligations Seller would have had to the subcontractors approved by Buyer on the face of a Purchase Order or Purchase Order amendment or in a Signed Writing in the absence of termination; and (iii) Seller's reasonable actual cost of carrying out its obligations under subsections A(iii) and A(iv).

B. 根据第 23 或 24 部分的规定，终止任何《采购订单》后，买方应向卖方支付以下金额（不得重复）：（i）符合《采购订单》要求的、尚未支付的、已交付给买方的所有已完成的交付物和工作成果成品在《采购订单》项下的价款；（ii）在没有终止的情况下，卖方处理买方根据《采购订单》、《采购订单》修订版或其他书面签署所批准的分包商就卖方本应承担的义务所提出的索赔的合理实际支出；以及（iii）卖方履行第 A(iii) 和 A(iv)部分中规定的义务时所产生的所有实际合理支出。

C. Upon termination pursuant to Section 24, Seller shall not be entitled to any further payments by Buyer.

C. 因第 24 部分约定所导致的终止，买方无需对卖方承担任何支付责任。

D. Except as expressly set forth in this Section 27 Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for any other alleged losses or costs, whether denominated as loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, ancillary exit charges (including, but not limited to, costs of riggers, warehousing, premium manufacturing costs, loading of trucks or other standard business procedures related to transitioning production to an alternative supplier), or general and administrative burden charges resulting from termination of the Purchase Order or otherwise. Notwithstanding anything to the contrary, Buyer's obligation to Seller upon

termination shall not exceed the obligation Buyer would have had to Seller in the absence of termination.

D. 除在本部分中明确表示规定外，买方无需对卖方承担任何责任或被要求就卖方或卖方分包商直接提出的任何其他损失或支出的索赔进行任何支付，不论该等损失或支出是预期利益的损失、未分配间接费用、索赔利益、产品开发和设计成本、设施和设备的重置成本或租赁成本、未摊销成本、辅助通道费用（包括但不限于索具费用、仓储费用、高端制造成本、卡车装载成本或与替代供应商生产转变有关的其他标准业务流程成本），或是其他因本《采购订单》或其他订单终止而导致的一般负担费用和管理负担费用。即便有相反的情况，在终止后，买方应对卖方承担的义务也不得超过在未终止时买方应必须对卖方承担的义务。

E. Within thirty (30) days after the effective date of termination, Seller shall furnish to Buyer its termination claim, to the extent allowed under this Section 27, together with all supporting data which shall consist exclusively of the items of Buyer's obligation to Seller that are listed in this Purchase Order. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim.

E. 根据第 27 部分的规定终止的，在终止生效日后的三十（30）天内，卖方应向买方提出其终止要求，以及所有支持资料数据，这些资料数据其中应仅包括在《采购订单》中列出的买方对卖方的义务项目。在支付前、后，买方可审查卖方的相关记录，以验证卖方终止要求中所要求的金额。

## **28. TRANSITION OF SERVICES.**

### **服务转变。**

Upon the expiration or earlier termination of any Purchase Order for whatever reason, Seller agrees to take all actions necessary in order to ensure that there is no interruption in the supply of Services to Buyer. Among other things, Seller agrees to take such actions as may be reasonably required by Buyer to accomplish the transition from Seller to an alternative seller, including, without limitation the following: (a) Seller shall provide all notices necessary or desirable for Buyer to resource the Purchase Order to an alternative

seller; (b) Seller shall provide to Buyer all property furnished by or belonging to Buyer or any of Buyer's customers in as good a condition as when received by Seller, reasonable wear and tear excepted; (c) Buyer and the alternative seller reserve the right to access and actively participate during the disconnect or disassemble process for such property, and the location, time and date of the exit shall be mutually agreeable between the Buyer and Seller; and (d) Seller shall, at Buyer's option: (i) assign to Buyer any or all sub-contracts relating to the purchase orders; (ii) sell to Buyer, at Seller's cost any or all perishable tooling and Services inventory relating to the Purchase Order; and/or (iii) sell to Buyer any of Seller's property relating to the Purchase Order, at a price equal to the unamortized portion of the cost of such items less any amounts Buyer previously has paid to Seller for the cost of such items. Seller shall provide documentation supporting the original cost of any unamortized items. The term "alternative seller" expressly includes, but is not limited to, a Buyer-owned facility.

所有《采购订单》到期或因任何原因而提前终止时，卖方同意会采取所有必要措施确保提供给买方的服务不会出现中断。除了其他事项外，卖方还同意在买方要求时采取买方合理要求的必要措施，以实现从卖方向替代卖方的转变，包括但不限于以下情况：（a）卖方应向买方提供买方将《采购订单》转发给替代卖方所必须具备的或最理想的通知；（b）卖方应向买方提供所有由买方、买方客户提供的或属于他们的财产，尽可能维持卖方收到它们时的良好状况，合理磨损除外；（c）买方和替代卖方保留加入并积极参与分割或拆分该等财产过程的权利，该等退出的具体地点、时间和日期等详情应由买方和卖方协商一致同意；以及（d）卖方应根据买方的选择（i）将有关采购订单的任何或所有分包合同转让给买方；（ii）售卖给买方，所有与《采购订单》有关的所有或部分易腐坏工具和服务的费用由卖方承担；以及/或（iii）将与《采购订单》有关的卖方财产出售给买方，具体出售价格应与该类财产未摊销部分相同，该部分比买方先前支付给卖方的金额少。卖方应提供文件支持未摊销项目的原价。术语“替代卖方”明确包括但不仅限于买方拥有的公司。

**29. NO TERMINATION RIGHT BY SELLER.**

**卖方没有终止权利。**

Because Buyer's commitments to its customers are made in reliance on Seller's commitments under each Purchase Order, Seller has no right to terminate any Purchase Order without the written consent of Buyer.

由于买方对其客户的承诺依赖于卖方根据《采购订单》对买方所做的承诺，因此未经买方书面同意前，卖方没有权力终止任何《采购订单》。

**30. FORCE MAJEURE.**

**不可抗力。**

A. Any delay or failure of either party to perform its obligations shall be excused to the extent such delay or failure is caused by an extraordinary and unforeseeable event beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, disease, epidemic or pandemic, explosions, riots, natural disasters and wars. Written notice of such delay, including the anticipated duration of the delay, must be given by the nonperforming party within two (2) days of the event. During the period of any delay or failure to perform by Seller, Buyer, at its option, may purchase Services from other sources without liability to Buyer, or cause Seller to provide the Services from other sources in quantities and at times requested by Buyer and at the price set forth in this Purchase Order. If requested by Buyer, Seller shall, within five (5) days of such request, provide adequate assurance that the delay will not exceed such period of time as Buyer deems appropriate. If the delay lasts more than the time period specified by Buyer, or Seller does not provide adequate assurance that the delay will cease within such time period, Buyer may, among its other remedies, immediately cancel this Purchase Order without liability. Additionally, Seller shall reimburse Buyer for any increase in price that Buyer is required to pay to a substitute supplier in order to obtain the Services.

A. 任何一方延期履行其义务或未能履行其义务的行为，在该等延期履行或未能履行是由于未履约方控制范围外且非未履约方的过错或疏忽的极端且不可预见的事件

造成的范围内，比如天灾、火灾、洪水、暴风、疾病、流行病或疫情、爆炸、暴动、自然灾害、战争和破坏行为等，那么该等延期履行或未能履行应被原谅。未履约方应在发生不可抗力后的两（2）天内发出该类延迟履行义务的书面通知，包括预计的延迟持续。在卖方延迟履行义务或未能履行义务期间，买方可自行决定从其他来源处购买所需服务，且无需向卖方承担任何责任；或促使卖方从其他来源处提供服务，根据买方所需量及时间要求，并根据《采购订单》中的价格。如果买方要求，卖方应在获知该请求后的五（5）天内提供充分保证，保证延迟不会超过买方认为合适的时间段。如果有延迟持续超过买方规定的时间，或者卖方未能提供延迟将在该时间段内终止的充足保证，除其他补救措施外，买方可立即取消本《采购订单》，无需承担任何责任。此外，卖方应赔偿买方为获得所需服务被要求支付给替代供应商的价格增加部分。

B. If a force majeure event continues for longer than five (5) calendar days, then Buyer, at its sole option, may terminate any Purchase Order affected thereby in whole or in part without any obligation or liability except that Buyer is still responsible for payment for Services that have been delivered to and accepted by Buyer prior to Force Majeure notice receipt.

B. 如果不可抗力事件的持续时间超过了五（5）天，则买方可自行决定终止全部或部分受不可抗力事件影响的《采购订单》，无需承担任何义务或责任，但买方仍对在收到不可抗力通知前已经交付给买方并由买方接受的服务具有支付责任。

C. Seller acknowledges and agrees that the following will not excuse performance by Seller under theories of force majeure, commercial impracticability, frustration of purpose or otherwise and Seller expressly assumes these risks: (i) change in cost or availability of materials, components, transportation or services, supplier actions or contract disputes; (ii) failure of Seller's internal business systems related to the proper processing of date information that results in any defect or failure in products or services, deliveries, (iii) unprofitability or financial losses of Seller; or (iv) any other aspect of performance by Seller or its subcontractors.

C. 根据不可抗力、商业上不切实际、目的落空或其他理由，卖方承认并同意以下情况不会免除卖方应履行的责任，且卖方明确承担该等风险：（i）材料、部件、运输或服务、供应商行为或合同纠纷造成的成本或可用性的变化；（ii）卖方内部有关日期信息正确处理业务系统出现故障，导致产品、服务或交付出现故障；（iii）卖方丧失盈利能力或遭受财务损失；以及（iv）卖方或其分包商在其他方面出现缺陷。

D. Seller further acknowledges that Seller is obligated, at its own expense, to undertake such measures as may be necessary to overcome or mitigate any delays or difficulties in performance, including, but not limited to, expediting shipments, utilizing overtime and/or additional shifts, and, if approved in writing by Buyer, use of an alternative manufacturing facility or source of supply.

D. 卖方进一步确认，卖方有义务自费采取可能必要的措施来克服或减少履约中的任何延迟或困难，包括但不限于加快发货，利用加班和/或增加轮班，以及，经买方书面同意后使用替代生产设施或供应渠道。

E. Buyer may cancel any Purchase Order at any time prior to delivery or performance if its business is interrupted for reasons beyond Buyer's reasonable control. Buyer shall give prompt notice of such cancellation to Seller.

E. 交付或履行其相关义务前的任何时间内，如果因买方合理可控范围外的原因导致其业务中断，买方有权取消《采购订单》。买方应立即通知卖方其取消决定。

### **31. REMEDIES FOR BREACH BY SELLER.**

#### **卖方违约的补救措施。**

A. The rights and remedies reserved to Buyer in each Purchase Order shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the generality of the foregoing, should any Supplies fail to conform to the warranties set forth herein, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any special, incidental and consequential damages caused by nonconforming Supplies, including, but not limited to, costs, expenses and losses incurred

by Buyer (i) in inspecting, sorting, testing, repairing or replacing such nonconforming Supplies; (ii) resulting from production interruptions; (iii) in conducting Remedial Actions, and (iv) in connection with claims for personal injury (including death) or property damage caused by such nonconforming Supplies. If requested by Buyer, Seller shall, without charge to Buyer, administer and process warranty charge-backs for nonconforming Supplies in accordance with Buyer's directions.

A. 各《采购订单》中买方所保留的权利和补救措施应与法律或衡平法中所提及的所有其他补救措施或进一步措施共同累积。在不限制上述条款的一般性原则的前提下，如果任何供应品不满足在此所做出的保证，买方应向卖方发出通知，并且如果买方要求，卖方应针对因不合格供应品所造成的任何特殊的、偶发的和间接的损失给予买方补偿，包括但不限于买方在以下方面所产生的成本、费用和损失：(i) 在检查、拣选、测试、维修或更换上述不合格供应品的过程中所产生的；(ii) 因生产中断所产生的；(iii) 在采取补救措施过程中所产生的；及(iv) 对因上述不合格供应品所造成的人身伤害（包括死亡）或财产损失所做出的申索。如果买方要求，卖方应按照买方的指示，免费为买方管理和处理不合格供应品的保修退款。

B. Seller acknowledges and agrees that, if Seller's failure to perform the Services will prevent Buyer from meeting its production obligations to its customers, money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of any Purchase Order by Seller with respect to its delivery of Services to Buyer and that, in addition to all other rights and remedies which Buyer may have, Buyer shall be entitled to specific performance and temporary, preliminary and permanent injunctive or other equitable relief as a remedy for any such breach.

B. 卖方同意并承认，如果卖方不能提供服务，并且将会导致买方无法履行对其客户负有的生产义务，则金钱损失不足以弥补卖方在向买方提供服务方面的实际违约、预期违约行为或可能违约，以及买方可能会拥有的所有其他权力，买方有权采取特定履行措施，以及临时、初步、永久性的禁令或其他衡平法救济，作为该等违约的救济。



C. Notwithstanding anything to the contrary contained in any Purchase Order, Buyer does not release any claim against Seller that is based in whole or in part on any fraud or duress in connection with the Purchase Order or any breach or anticipatory breach of the Purchase Order or any other Purchase Order between Buyer and Seller.

C. 即使存在与《采购订单》中所包含内容相反的内容，买方不豁免任何针对卖方的索赔，无论是基于全部或部分与《采购订单》相关的任何欺诈或胁迫，或对本《采购订单》或买方和卖方之间其它的《采购订单》的任何违约或预期违约。

**32. NO WAIVER.**

**非弃权。**

A waiver by Buyer of any right or remedy shall not affect any rights or remedies subsequently arising under the same or similar clauses. The failure of the Buyer to insist upon the performance of any term or condition of this Purchase Order, or to exercise any right hereunder, shall not be construed as a waiver of the future performance of any such term or condition or the exercise in the future of any such right.

买方对任何权利或补救措施的放弃都不能影响源自相同条款或类似条款的任何相关权利或补救措施。买方未能坚持履行本《采购订单》的相关条款或条件，或是行使有关权利的，并不能被理解为买方日后会放弃履行这些条款或条件或是行使这些权利。

**33. RELATIONSHIP OF PARTIES.**

**各方关系。**

Seller and Buyer are independent contracting parties and nothing in this Purchase Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other party.

买卖双方是独立的合同方，因此在本《采购订单》下，不允许双方以任何目的为由成为另一方的代理人或法律代表，也不得授予任何一方代表另一方或以另一方的名义承担或创设任何义务的权利。

**34. ASSIGNMENT.**

**分配。**

This Purchase Order is issued to the Seller in reliance upon Seller's personal performance of the duties imposed. Seller agrees not to, in whole or in part, assign this Purchase Order or delegate the performance of its duties without the written consent of Buyer. Any such assignment or delegation without the previous written consent of Buyer, at the option of Buyer, shall effect a cancellation of this Purchase Order. Any consent by Buyer to an assignment shall not be deemed to waive Buyer's right to recoupment from Seller and/or its assigns for any claim arising out of this Purchase Order. Assignment shall not relieve Seller from its obligations of confidentiality under the Purchase Order. Buyer shall have the right to assign any benefit or obligation under this Purchase Order to any third party upon notice to Seller.

本《采购订单》是基于卖方独立履行规定的职责而向卖方发出的。卖方同意：未经买方书面同意，不会全部或部分分配本《采购订单》或委托任何第三方履行其具体职责。如果事先没有获得买方书面同意的话，任何任务分配或授权行为都会导致《采购订单》取消。所有经买方同意的任务分配也不得被视为是买方放弃从卖方处获得相应赔偿的权利，也不得被视为是买方放弃本《采购订单》引起的索赔权利。任务分配并不能豁免卖方在《采购订单》项下的保密义务。在向卖方发出通知后，买方有权根据本《采购订单》向任何第三方分配利益或指派义务。

**35. LIMITATIONS ON BUYER'S LIABILITY.**

**买方责任限制。**

In no event shall Buyer be liable to Seller for anticipated profits or for special, incidental, or consequential damages. Buyer's liability for a claim of any kind or for any loss or

damage arising out of or in connection with or resulting from each Purchase Order, the Services or any other agreement between Buyer and Seller shall be a termination claim, as specified in Section 27 hereof.

任何情况下，买方都不会对卖方的预计利润负责，也不会对任何特殊、偶然或间接损坏负责。卖方对各类索赔的责任或是对因各《采购订单》导致、服务或买卖双方间签订的协议或与此有关原因导致的各种损失、损坏所负有的责任应被认为是终止的索赔，如本文第 27 部分中有关规定。

**36. SEVERABILITY.**

**可分割性。**

If any term(s) of the Purchase Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Purchase Order shall remain in full force and effect.

根据相关法规、规定、条例、行政命令或其他法律规则等，如果本《采购订单》的某些条款失效或不能执行，则这些条款应被视为是经过修改或已删除的，根据具体情况而定，但仅限于在必须遵守这些法规、规定、条例或规则的范围之内，而《采购订单》的剩余条款仍全部有效。

**37. NOTICES.**

**通知。**

All notices, claims and other communications to Buyer required or permitted under the Purchase Order shall be made in writing and sent by certified or registered mail, return receipt requested and proper postage prepaid, or by a national recognized overnight delivery service, to the following address and shall be effective only upon receipt by Buyer in the form set forth in this Section 37:

根据《采购订单》中有关要求，所有需要的或经过许可批准的通知、索赔以及发给买方的其他通信文件等都应采用书面形式通过经认证或注册的挂号信寄送，并应有回执单且提前支付邮资，或通过国家认可的次日送达服务，邮寄到以下地址。这些通知索赔以及通信文件等仅在买方以第 37 部分中规定的形式收到后才开始生效。

Henniges Automotive Holdings, Inc.

2750 High Meadow Circle

Auburn Hills, Michigan 48326

Attn: General Counsel/收件人：法律总顾问

Seller's failure to provide any notice, claim or other communication to Buyer in the manner and within the time periods specified in the Purchase Order shall constitute a waiver by Seller of any and all rights and remedies that otherwise would have been available to Seller upon making such notice, claim or other communication.

卖方未能以《采购订单》规定的方式，在《采购订单》规定的期限内向买方提供任何通知、索赔或其他联络的，应视为卖方放弃在发出此类通知、索赔或其他联络时卖方本应享有的任何和所有的权利和补救措施。

**38. ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES.**

**电子通讯和电子签名。**

Seller shall comply with any method of electronic communication specified by Buyer, including requirements for electronic funds transfer, Purchase Order transmission, electronic signature, and communication.

卖方应遵守买方规定的电子通讯方法，包括电子转账要求，《采购订单》传送要求、电子签名要求以及通讯要求等。

**39. DATA SECURITY.**

**数据安全。**

For purposes of this Section, “Buyer Data” means all data, content, material, confidential information and other information provided by Buyer to Seller or otherwise transmitted to Seller for use in connection with this Purchase Order. Seller will maintain and enforce information and data privacy and security procedures with respect to its access, use and storage of all Buyer Data that: (i) are at least equal to industry standards taking into consideration the sensitivity of the relevant Buyer Data, and the nature and scope of the Services to be provided; (ii) are in accordance with Buyer’s reasonable security requirements; (iii) comply with all applicable international, foreign, federal, state and local laws, statutes, rules, orders and regulations; and (iv) provide reasonably appropriate administrative, technical, and physical safeguards to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, access or use of Buyer Data. Without limiting the generality of the foregoing, Seller will take all reasonable measures to secure and defend its location and equipment against anyone who may seek, without authorization, to modify or access Seller systems or the information found therein without consent. Seller will periodically test its systems for potential areas where security could be breached. Seller will report to Buyer immediately any breaches of security or unauthorized access to Seller systems that Seller detects or becomes aware of. Seller will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to Buyer a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting Buyer Data. Without limiting the generality of the foregoing, Seller is solely responsible for the integrity of its email, accounting, invoicing, accounts payable, accounts receivable, and other systems. In the event that any payment to Seller is lost or misdirected as a result of an unauthorized third party accessing Seller’s system, Buyer (and its end customer) shall have no further obligation to Seller for such payment. If Buyer (or its end customer) makes any payment to a third party that is lost or misdirected as a result of an unauthorized third party accessing Seller’s system, Seller shall reimburse Buyer (or its end customer) for the amount of such

payment. The requirements of this Section shall apply regardless of whether Seller hosts the Buyer Data itself or through a third party hosting or cloud services provider.

本部分内容中，“买方数据”是指买方提供给卖方的所有数据、内容、资料、机密信息和其他信息，或以其他方式传递给卖方用于与本《采购订单》有关用途的信息。卖方应在所有获取、使用和存储买方数据等方面保证维护和执行信息和数据的隐私和安全程序：（i）至少应与考虑到相关买方数据的敏感性以及待提供服务的本质和范围在内的行业标准处于相同水平；（ii）符合买方合理安全要求；（iii）遵守所有适用的国际、外国、国家、州以及地方法律、法规、规则、决议和规则等；以及（iv）提供合理适合的管理保障、技术保障以及物理保障等，以保护买方数据免遭意外或非法破坏、损失、变更或未授权的披露、获取或使用等。不限于上述内容，卖方将采取所有合理措施来保证并防御其位置和设备遭遇任何可能未经授权的搜索，这些搜索的目的包括修改或获取卖方系统或未经授权获取有关信息。卖方将定期对其系统的潜在区域进行测试，这些潜在区域可能会遭遇翻墙入侵。一旦检测到或发现，卖方应立即向买方报告所有违反卖方系统的安全行为或未经授权的获取行为。卖方将及时努力纠正这些安全违反行为或未经授权的获取行为，并通知买方发生这些安全违反行为的根本原因以及影响买方数据的安全违反问题或未经授权使用的未来事件的弥补计划。在不限制上述规定的一般适用性的前提下，卖方应单独负责其电子邮件、会计、发票、应付账款、应收账款及其他系统的完整性。如果支付给卖方的任何款项因未经授权的第三方进入卖方的系统而丢失或不当使用，买方（及其终端客户）将不再对卖方承担该等款项支付的进一步义务。如果买方（或其终端客户）向第三方支付的任何款项因未经授权的第三方进入卖方的系统而发生丢失或不当使用，卖方应向买方（或其终端客户）返还该等款项。无论卖方是否自行管理买方数据或通过第三方或云服务提供商管理买方数据，本部分要求都适用。

#### **40. CHOICE OF LAW/JURISDICTION.**

##### **适用的法律/司法管辖权。**

The construction, interpretation and performance of this Purchase Order and all transactions thereunder shall be governed by the law of the State of Michigan, without regard to principles of conflicts of law. The United Nations Convention on the International Sale of Goods is expressly excluded. Seller consents to the exclusive jurisdiction of the appropriate state court in Oakland County, Michigan or, if original jurisdiction can be established, in the federal court in the U.S. District Court for the Eastern District of Michigan, Southern Division, for any legal or equitable action or proceeding arising out of, or in connection with, each Purchase Order. Seller specifically waives any and all objections to venue in such courts.

不考虑法律冲突的原则，本《采购订单》及所有相关交易的制定、解释和履行应受密歇根州法律的管辖。明确排除《联合国国际货物销售公约》。卖方同意由密歇根州奥克兰县的相应州法院或美国密歇根州东区联邦法院的联邦法院(如果可以确立原始管辖权)对每个采购订单引起的或与之相关的任何法律或衡平法诉讼或程序拥有专属管辖权。卖方明确表示放弃对此类法院审判地点的任何和所有异议。