

GRAMMER INTERNATIONAL PURCHASE TERMS AND CONDITIONS

These Terms apply exclusively when referenced by GRAMMER's purchase order or other documentation.

格拉默国际采购条款

本采购条款仅适用于格拉默采购订单或其他文件。

1. OFFER AND ACCEPTANCE AND TERMS OF ORDER 订单开价、接受和订购条款

- 1.1 This Terms and Conditions are applied by GRAMMER AG and affiliated companies. GRAMMER Affiliate shall mean: all present and future companies in which GRAMMER AG directly or indirectly owns or controls 50 percent or more of the shares, or otherwise has a controlling interest. GRAMMER shall mean the Grammer entity identified in the Order ("**GRAMMER**"). Each purchase order, delivery schedule or material release and such revision issued by GRAMMER ("**Order**") is an offer to the Supplier identified on the Order for the purchase of goods and/or services ("**Supplier**"), and includes and is governed by the express terms contained in the Order, these purchase terms and conditions, and the terms contained in any addendum or supplement to the Order, any supplier manual provided by GRAMMER to Supplier, and other document incorporated by reference in the Order or in these purchase order terms and conditions ("**Terms**"). Any expression of acceptance of the Order by Supplier, including Supplier's commencement of (i) work on the goods subject to the Order ("**Goods**") or shipment of the Goods, whichever occurs first, or (ii) performance of all or any portion of the services subject to the Order ("**Services**"), shall constitute an acceptance of GRAMMER's offer. **Any acceptance of the Order is limited to and conditional upon Supplier's acceptance of the Terms.** Any proposal for additional or different terms or any attempt by Supplier to vary any of the Terms, whether in Supplier's quotation form, acknowledgement form, invoice, correspondence or otherwise, shall be deemed material and is hereby objected to and rejected by GRAMMER, but any such proposal or attempted variance shall not operate as a rejection of the Order if Supplier accepts GRAMMER's offer by commencement of work, shipment of the Goods or performance of the Services, or by other means acceptable to GRAMMER, in which case the Order shall be deemed accepted by Supplier without any additional or different terms or variations whatsoever. The Order does not constitute an acceptance of any prior offer or proposal by Supplier, and any reference in the Order to any such prior offer or proposal is solely to incorporate the description or specifications of the Goods and the Services in such offer or proposal, but only to the extent that such description or specifications are not directly in conflict with the description and specifications in the Order. If the Order is found to be an acceptance of any prior offer or proposal by Supplier, such acceptance shall be limited to the Terms. Any additional or different terms in such prior offer or proposal shall be deemed material and are hereby objected to and rejected by GRAMMER. GRAMMER may cancel all or any part of the Order at any time prior to GRAMMER's actual knowledge of acceptance by Supplier.

格拉默公司及其关联公司依据德国上市公司法案(AktG)的规定适用此条款。格拉默关联公司是指所有当前及未来格拉默AG直接或间接拥有或控制50%或更多股份的公司，或有其他方式的控制权益。格拉默指的是订单中所示的格拉默公司。每个采购订单、交付进度表或材料放行文件和由格拉默出具的此等修正文件（合称“订单”）是为购买货物和/或服务而向订单上所示的供应商的要约，包括并受制于订单中所含的明示条款、采购条款、订单附录或补充件中所含条款、格拉默向供应商提供的任一供应商手册，以及通过引用而并入订单或采购订单条款（合称“条款”）中的其他文件。供应商明确表示接受订单，包括供应商根据订单或装运规定进行供货（以发生较先者为主），或根据订单规定履行所有或任一服务，则被视为已接受格拉默的要约。**供应商对订单的接受受制于和取决于供应商对条款的接受。**供应商提议增加或变更条款或企图变更任一条款的，无论此等提议出现在供应商的报价单、确认表、发票、信函或其他文件，应被视为对条款的实质性变更，格拉默有权对此表示反对和拒绝，但如果供应商已经开始生产、装运或提供服务或以格拉默所认可的其他方式在并未添加或变更订单的情况下接受订单，则前述的此等提议或企图变更不得视为对订单的拒绝。订单不得构成对供应商先前做出的任一开价或提议的接受，订单中提到的先前任一开价或提议仅是将货物和服务的描述或技术规范并入此等开价或提议，但此等开价或提议不得与订单中的描述和技术规范存在直接冲突。如果发现订单接受了供应商先前任一开价或提议，此等接受应仅限于本条款。此等先前任一开价或提议中若出现增添或变更的条款，则应视为对条款的实质性变更，格拉默有权对此表示反对和拒绝。格拉默可在实际知晓供应商已接受订单前的任一时刻取消订单中的所有或任一条款。

- 1.2 The Order contains the entire agreement between GRAMMER and Supplier and, except as otherwise expressly stated in the Order, supersedes all prior agreements, orders, quotations, proposals and other communications relating to the subject matter hereof and there are no other understandings or agreements, verbal or otherwise, in relation hereto that exist between GRAMMER and Supplier.

订单包含格拉默和供应商之间签订的完整协议，除非订单中另有明确规定，订单将替代所有先前与本处标的相关的协议、订单、报价、提议和其他信函，此外，格拉默和供应商再未就该标的达成其他谅解或协议，无论是口头形式还是其他形式。

- 1.3** Unless specifically stated in a written agreement signed by legal representatives of GRAMMER and Supplier, an Order will not supersede, amend or replace the terms of a prior written agreement entered into between GRAMMER and Supplier. In the event of a conflict, a mutually-signed agreement shall take precedence over a Order, and the Order shall take precedence over these Terms.

除非格拉默和供应商双方的法定代表签订的书面协议中有特别约定，订单不得替代、修正或替代格拉默和供应商先前订立的书面协议中的条款。如果存有冲突之处，双方共同签订的协议将优先于订单，而订单应优先于本采购条款。

2. TIME PERIOD OF ORDER 订单时限

- 2.1** Subject to GRAMMER's termination rights, including, without limitation, such rights set out in Articles 21, 22 and 23 ("**GRAMMER's Termination Rights**"), the Order is binding on GRAMMER and Supplier for the length of the production life (including model refreshes as determined by the applicable OEM customer) of the applicable original equipment manufacturer ("**OEM**") vehicle program for which GRAMMER intends to incorporate the Goods or Services. Both, GRAMMER and Supplier acknowledge and assumes the risk of the vehicle program production life being cancelled or extended by the OEM. Notwithstanding the foregoing, if an expiration date or time period is specified in the Order, the Order is binding until such expiration date or end of such time period, subject to GRAMMER's Termination Rights, unless otherwise agreed in a separate agreement.

根据格拉默所持有的终止协议的权利，包括但不限于第21、22和23条中规定的权利（格拉默终止协议的权利），订单在格拉默希望将货物或服务投入其中的OEM汽车项目的整个生产周期（包括OEM客户决定更新的模型）内对格拉默和供应商都具有约束力。格拉默和供应商双方承认并承担这样的风险，即OEM可能取消或延长汽车项目生产周期。尽管前面有规定，如果订单中明列出到期日或时限，那么根据格拉默的终止权力，订单将具有约束力直至此等到期日或时限结束为止，除非另有协议规定。

- 2.2** If the Goods or Services are not directly or indirectly associated with a specific OEM vehicle program production life, then, subject to GRAMMER's Termination Rights, the Order is binding on GRAMMER and Supplier for the time specified in the Order.

如果货物或服务与特定OEM汽车项目生产周期并不存在直接或间接的关联，那么根据格拉默的终止权利，订单在订单所列时限内对格拉默和供应商具有约束力。

- 2.3** Unless specifically waived in writing by an authorized representative of GRAMMER, Supplier's obligations with respect to service and replacement parts will survive the termination or expiration of the Order as set forth below.

除非格拉默的授权代表以书面方式表示放弃，供应商在维修和替换零件方面的义务在订单终止或到期之后依然存续。

3. CUSTOMER REQUIREMENTS 客户要求

- 3.1** Where the Goods or Services under the Order are sold, or incorporated into goods or services that are supplied, by GRAMMER to an OEM whether directly or indirectly through an upper tier supplier, or any other third party customer, Supplier shall (i) take such steps, (ii) provide such disclosure, (iii) comply with such requirements and (iv) do all efforts within Supplier's control to enable GRAMMER to meet GRAMMER's obligations under the terms and conditions of any contract or purchase order or other document of the project related OEM ("**OEM Terms**") that is applicable between the OEM and GRAMMER in respect of its direct or indirect supply of such Goods or Services to the OEM, including, but not limited to: quality, delivery, packaging and labelling requirements; warranties and warranty periods; intellectual property rights and indemnification; confidentiality; access to facilities and records; and replacement and service parts. GRAMMER may, upon the Supplier's request, provide Supplier with information regarding the applicable OEM Terms, but, in any event, Supplier shall be responsible for ascertaining the OEM Terms that may affect Supplier's obligations hereunder.

订单下的货物或服务被销售或成为格拉默以直接或间接方式通过上级供应商或其他任一第三方客户向OEM提供的货物或服务的一部分，供应商应（1）采取此等步骤，（2）进行此等信息披露，（3）遵守此等规定和（4）竭尽所能使格拉默能够履行适用于OEM和格拉默双方的、与项目相关的OEM的就向OEM直接或间接供应的货物或服务而达成的任一合同或采购订单或其他文件所规定的格拉默的义务，包括但不限于与质量、交付、包装和标签，质保与质保期，知识产权和赔偿，保密，动用设施和查阅记录，替换和维修零件。格拉默在收到供应商的请求后，可向供应商提供有关适用的OEM条款的信息，但无论如何，供应商应负责确定这些可以影响供应商义务的OEM条款。

3.2 If there is any conflict between the provisions of the OEM Terms and any provisions of the Order, the provisions of the OEM Terms shall prevail to the extent necessary or desirable to resolve such conflict.

如果OEM条款与订单条款存在冲突，以OEM条款为准，但以解决冲突之必需为限。

3.3 If the OEM or an upper tier customer of the GRAMMER (“Customer”) directed, recommended or requested that Supplier be the source from whom GRAMMER is to obtain the Goods and/or the Services: (i) GRAMMER will pay Supplier for the Goods and/or Services only after and to the extent of, and in proportion to, GRAMMER’s actual receipt of payment from the Customer for those goods into which the Goods and/or the Services are incorporated; (ii) any lengthening of the Customer’s payment terms to GRAMMER for those goods into which the Goods and/or Services are incorporated will automatically lengthen the payment terms as between GRAMMER and Supplier by the same amount of time; and (iii) within three (3) business days of any change in price, specifications or other terms negotiated or proposed between Supplier and the Customer, Supplier shall notify GRAMMER in writing and immediately adjust its invoices to reflect any price reduction, provided that no change will be binding on GRAMMER without GRAMMER’s specific written consent.

如果OEM或格拉默上级客户命令、推荐或要求供应商为格拉默提供货物和/或服务，（1）格拉默只在从客户处收到关于货物和/或服务的款项后才向供应商支付货物和/或服务的费用；（2）如果格拉默客户延长货物和/或服务款项的支付期限，则格拉默将自动顺延向供应商支付款项的时间，顺延期与前述的格拉默客户延长时间等同；（3）在供应商与客户之间协商或提议变更价格、技术规范或其他条款之后三个工作日内，供应商应就此变更书面通知格拉默，并理解对发票进行调整以便能够反映价格削减的情况，但前提条件是在未取得格拉默特别做出的书面同意的情况下，此等变更不对格拉默具有约束力。

4. DELIVERY AND PRODUCTION VOLUMES 交货量及产量

4.1 Time is of the essence of the Order and within the whole supply chain. Supplier shall deliver the Goods in the quantities and on the delivery dates and times specified in the Order or Material Releases (as defined in 4.2. below). Supplier shall immediately notify GRAMMER in writing if Supplier is unable to deliver the Goods in the quantities and on the delivery dates and times specified in the Order. Goods delivered in excess of the quantities or in advance of delivery dates or times specified in the Order shall be at Supplier’s risk and may be returned to Supplier by GRAMMER, and all transportation charges both to and from the original destination shall be paid by Supplier. GRAMMER shall not be required to make payment for any Goods delivered to GRAMMER that are in excess of the quantities specified in the Order or Material Releases. GRAMMER may on notice to Supplier change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Supplier to a modification of the price of the Goods or the Services covered by the Order.

不管是对于订单还是对于整条供应链，时间尤为宝贵。供应商应按照订单或材料放行文件（定义见4.2）中规定的数量、交付日期和时间来交付货物。如果供应商无力按照订单上所示数量、日期和时间来交付货物，则供应商应立即将情况书面告知格拉默。如果供应商发送货物的数量超过了订单所示数量或在订单所示日期之前提前装运，则供应商将自担风险，所发送的货物将由格拉默返还给供应商，供应商承担为此往返于目的地与供应商的运输费用。对于供应商发送给格拉默的货物中超出订单或材料放行文件中所示数量的货物，格拉默无需做出支付。格拉默可立即通知供应商调整计划装运数量或指示供应商暂时暂停已计划好的装运安排，然而上述这两种情形并不会使供应商有资格修改订单中所示的货物或服务价格。

4.2 Provided, the Order does not specify the quantities, or specifies the quantities as “blanket order”, “as released”, “as scheduled”, “as directed”, “or in another similar way, then, Supplier shall supply GRAMMER’s requirements for Goods in such quantities as identified by GRAMMER as firm material authorization releases, firm delivery schedules, or similar releases (“Material Release”) that are transmitted to the Supplier during the term of the Order, and Supplier shall supply all such Goods and Services on such dates and times, at the price and on the other terms specified in the Order. A new Material Release shall always replace the prior one.

GRAMMER may require Supplier to participate in an electronic data interchange or similar program, at Suppliers expense, for notification of Material Releases and other information relating to the Order.

假如订单并未规定数量，或规定数量为“总括订单数量”、“放行数量”、“计划数量”、“指示数量”或其他任一类似说法，那么供应商应按照格拉默在订单期限内发送给供应商的材料授权放行文件、装运进度表或类似放行文件（合称“材料放行文件”）中确认的数量向格拉默供货。供应商应按订单中规定的日期与时间、价格和其他条款提供所有此等货物和服务。一份新的材料放行文件应替换先前的放行文件。

格拉默可以要求供应商动用电子数据交换或类似程序用以告知材料放行和其他与订单相关的信息，由此产生的费用由供应商承担，

4.3 Unless otherwise expressly stated in the Order, GRAMMER shall not be required to purchase the Goods or the Services exclusively from Supplier.

除非订单中另有明确规定，格拉默无需只从供应商处采购货物或服务。

- 4.4** Supplier acknowledges the risk associated with lead times of various raw materials and/or components if they are beyond those provided in Material Releases. Supplier further accepts that any estimates or forecasts of production volumes or length of program, whether from GRAMMER or the Customer, are subject to change from time to time, and shall not be binding upon GRAMMER. Unless otherwise expressly stated in the Order or the Material Release, GRAMMER makes no representation, warranty, guarantee or commitment of any kind or nature, whether express or implied to Supplier in respect of GRAMMER's quantitative requirements for the Goods or the Services or the term of supply of the Goods or the Services. GRAMMER shall only be bound by an acceptance obligation (from the Material Release date) in the context of 4 weeks for finished Goods and 8 weeks for raw material.

供应商承认：如果前置时间超过了材料放行文件中规定的时间，原材料和/或零部件的前置时间会带来风险。供应商进一步承认，产量或项目期限的任何估算值或预估值，无论该数值来自格拉默或客户，都会不时地变更，不会对格拉默具有约束力。除非订单或材料放行文件中另有明确规定，格拉默并未以明确或默示方式，就货物或服务的数量或供应条款，向供应商作出任何性质的承诺、保证、担保或允诺。格拉默仅在（自材料放行日）承担验收责任，在放行日后四周内验收已完工的货物，八周内验收原材料。

5. LABELLING, PACKING AND SHIPMENT 标签、包装及装运

- 5.1** The Goods are to be suitably prepared for shipment and must be labeled, packed and shipped in accordance with the applicable trade standards, national, state, provincial and local laws and regulations pertaining to product content and warning labels, including without limitation the U.S. Toxic Substances Control Act and the European Union directive 2000/53/EC. Additionally, the GRAMMER specifications, as specified in the Order and in the GRAMMER logistic guidelines, which can be viewed at <http://www.grammer.com/supplier> shall apply. If recyclable packaging is sent back to the Supplier, GRAMMER shall be entitled to claim reimbursement to the value of the packaging. If the Goods are not shipped in accordance with specifications mentioned above, Supplier shall pay or reimburse GRAMMER for any excess costs occasioned thereby.

针对货物做好好运准备，必须按照适用的交易标准以及有关产品内容和警示标志的各类国家、州省和地方法律与法规做好标签、包装和装运的工作，这些法律法规包括但不限于《美国有毒物质控制法》和欧盟指令 2000/53/EC。此外，订单和格拉默物流指南（该指南可在 <http://www.grammer.com/en/supplier-support/purchasing.html> 上查看）中规定的格拉默规范将适用于本款所列情形。如可回收包装材料返还给供应商的，格拉默有权要求供应商支付该包装材料的价值。如果货物未按照上述规范进行装运的，供应商应向格拉默支付由此产生的任一额外成本。

- 5.2** Unless otherwise expressly stated in the Order, Supplier shall not charge GRAMMER for labelling, packing, boxing or crating.

除非订单中另有明确规定，供应商不得就标签、包装或装箱而向格拉默收取费用。

6. DELAYS IN DELIVERY 交付延误

- 6.1** If Supplier fails or refuses to proceed with the Order or fails to deliver the Goods within the delivery dates and times specified in the Order or the Material Release, GRAMMER may, without limiting or affecting its other rights or remedies available hereunder or at law, cancel the remaining balance of the Order or Material Release, unless the delay is excused by Force Majeure (as defined in Paragraph 30). In addition, if Supplier fails to meet the delivery dates or times of the Goods, other than by reason of Force Majeure, GRAMMER may, without limiting or affecting its other rights or remedies available hereunder or at law, direct expedited shipment and/or incur premium freight or transportation costs, and Supplier shall pay upon demand all excess costs incurred thereby, including additional handling charges and other related expenses resulting there from. Supplier shall be responsible for all other direct, consequential, and incidental damages incurred by GRAMMER as a result of Supplier's failure to meet the delivery dates or times, other than by reason of Force Majeure, including the cost of any line shutdown and the cost of obtaining goods from an alternate source. GRAMMER's actions in obtaining substitute or replacement products shall not limit the rights and remedies available hereunder or at law.

如果供应商未能或拒绝执行订单或未能按订单或材料放行文件中规定的交付日期和时间交付货物，则格拉默可在不限制或影响本条款或法律下规定的其他权力或补救措施的情况下取消订单或材料放行文件中的余额，因不可抗力（定义见30条）导致的延误除外。此外，如果供应商因不可抗力之外的原因而未能按照交付日期或时间交付货物的，格拉默可在不限制或影响本条款或法律下规定的其他权力或补救措施的情况下要求供应商加紧装运和/或承受超额运费或运输成本，且供应商应依照格拉默的需求支付由此产生的所有额外成本，包括额外装卸费用和其他因此而产生的费用。供应商应负责承担供应商因不可抗力事件之外的原因未按交付日期和时间装运而令格拉默蒙受的所有其他直接损失、间接损失和附带损失，包括生产线停

产的成本和从备选供应商处购买货物的成本。格拉默取得替代或替换产品的行为并不会限制本条款或法律规定的其他权力或补救措施。

- 6.2** In the event that Supplier discovers any fact which may, or could with the passage of time, result in any delay, Supplier will immediately advise GRAMMER of such fact and use its best endeavours to take all measures and precautions to reduce the effect of such delay. In addition, at any time, at GRAMMER's request, Supplier will furnish to GRAMMER such information as GRAMMER may request concerning matters which could result in delays and assurance or contingency plans with respect to those matters. Supplier shall notify GRAMMER immediately of any actual or potential labour dispute delaying or threatening to delay timely performance of an Order or a Material Release and will include all relevant information.

如果供应商发现某一事实可能或随着时间的推移可能会造成交付延误，则供应商应立即将此事实告知格拉默，并竭尽所能采取所有手段和预防措施以减少此等延误带来的影响。此外，供应商在任一时刻收到格拉默的请求之后应向格拉默提供后者要求前者提供的关于可能导致延误和保证的事实或针对此等事实而做出的应急计划方面的信息。供应商应立即向格拉默告知可能对订单或材料放行文件的及时履行的任一事实或潜在的劳资纠纷，并告知一切相关信息。

7. TRANSPORTATION CHARGES, CUSTOMS DUTIES AND TAXES 运输费、关税及税费

- 7.1** Unless otherwise expressly agreed in writing, all Goods shall be delivered by Supplier "DDP - GRAMMER's plant" (according to the INCOTERMS in their recent version).

除非另有书面的明确约定，根据最新版的《国际贸易术语通则》，供应商应按“DDP-格拉默工厂”向格拉默负责发送所有货物。

- 7.2** Unless otherwise expressly agreed in writing, prices include customs duties and expenses, tariffs and all federal, provincial, state and local taxes (including all import taxes, excise taxes and sales taxes) applicable to the manufacture, sale or provision of the Goods or the Services.

除非另以书面方式明确约定，价格包括适用于生产、销售或供应货物或服务的关税和所有的联邦、省、州和地方税费（包括所有进口税、

8. CUSTOMS 报关

- 8.1** For customs purposes Supplier will attach a commercial invoice in English to the shipping documents in duplicate. Any simplification of that procedure is only permitted subject to GRAMMER's prior written consent. In the case of deliveries incurring customs duty, the invoice shall specify as separate items:

- cost of items not included in the price (such as commissions, brokerage, cost of licenses, cost of means of production, GRAMMER's contributions);
- cost of items included in the price (such as cost of assembly and freight cost);
- value of repairs carried out, broken down into cost of materials and wages.

Even if deliveries are made free of charge, an indication of value is still required with the additional note „For Customs Purposes Only“. Either the invoice or the delivery note shall include the reason why the delivery is made free of charge (e.g. sample deliveries).

Should further official documents be required in the case of imports or exports for the intended use of the Goods delivered, Supplier shall procure such documents for GRAMMER without delay and make them available to GRAMMER at Supplier's cost.

为报关计，供应商应将英文版的商业发票附在一式两份的装运单据上。任何简化此流程的作法必须在得到格拉默事先的书面同意后方可执行。

如果交付物引起海关关税，则前述发票应单列下列项目：

- 未计入价格的项目的成本（如佣金、经济费用、许可证费用、生产资料成本、格拉默的纳税）；
- 计入价格的项目的成本（如组装成本和运费）；
- 维修费用，分解入物料成本和工资成本。

尽管是免费送货，但费用一栏应附上“仅供报关用”的字样。无论是发票还是交货单，都应记上免费送货的原因（如样品交付）。

如果为了实现交付货物的预计用途而进口或出口时需要更多的正式文件，供应商应立即为格拉默取得此等文件，并使格拉默得到这些文件，由此产生的费用由供应商承担。

- 8.2** Supplier shall be obliged to provide a declaration of origin for the Goods either by filling in a set of pre-printed forms „Long Term Supplier's Declaration“ pursuant EU-Directive 1207/2001, which will be provided by GRAMMER, such forms to be signed by Supplier's authorised representatives and submitted to GRAMMER within fourteen (14) days after Supplier's receipt of the forms (or in the case of the first delivery of Goods, no later than the date

of delivery). Supplier shall inform GRAMMER immediately in writing of any change of origin of Goods. If Supplier supplies Goods, which get a preferential treatment in the import country, Supplier shall provide a declaration of origin suitable to that supply (e.g. Form sheet A, EUR 1). This certificate is required with every such shipment.

供应商有义务提供货物的原产地声明，可采取两种方式：一是根据欧盟指令1207/2001填写由格拉默提供的包括“长期供应商的声明”的一系列预先打印好的表格，供应商的授权代表应在此等表格上签字，并在供应商收到表格后14天之内（如遇首次交货，则不晚于交付日期）将此等签字的表格交给格拉默。

供应商应立即书面通知格拉默，告知货物产地的任一变更。

如果供应商供货，而进口国对该货物有一定的倾斜政策，则供应商应提供一份符合此等供货的原产地声明（如表单A，欧盟1）。每次装运都需附上这份单据。

8.3 Supplier shall provide GRAMMER with all such support as may be necessary to enable GRAMMER to reduce or minimize its liability to customs duties.

供应商应向格拉默提供必要的支持以帮助格拉默减轻自己的关税责任或使之最小化。

8.4 For any and all questions and instructions arising out of or required in connection with customs and declaration of origin, Supplier shall contact GRAMMER's respective customs department.

对于所有源于或与海关和原产地声明相关的疑问和指令，供应商应联系格拉默的报关部门。

8.5 Supplier shall ensure and observe legal policies and conditions. Supplier shall, on GRAMMER's request, provide evidence by certificates or statements (e.g. Security Declaration for Authorised Economic Operators AEO, Compliance statement regarding CTPAT initiative).

供应商应确保并遵守法律政策和条款。供应商在得到格拉默的请求之后拿出证书或声明文件以作证据（如授权经济运营者(AEO)安全声明以及有关美国海关贸易伙伴反恐方案的合规声明）。

8.6 Supplier shall inform GRAMMER of any export restrictions applicable in the country of manufacturing and/or dispatching of the Goods and Tooling. Supplier shall inform GRAMMER if the Goods and Tooling are subject to any export/re-export license under U.S. law and regulations. If Supplier is located in the European Union, Supplier shall inform GRAMMER about any obligation to obtain an export license with respect to dual use goods as well as munitions subject to the European export control restrictions and the national codifications of the export control restrictions. Supplier shall advise GRAMMER about the classification number applicable (e.g. ECCN - Export Control Classification Number for US products, "AL-Number" for Goods listed in the German Export Control List, etc.) and any license exceptions available for the Goods and Tooling. Supplier shall provide information directly to GRAMMER AG's department of customs and export control.

供应商应将货物和工具生产和/或装运所在国适用的出口限制制度告知格拉默。如果根据美国法律和法规，货物和工具需要受制于出口/再出口许可证，则供应商应将这一情况告知格拉默。如果供应商位于欧盟，则供应商应告知格拉默有义务根据欧盟出口管制制度和各国出口管制法令取得针对军民两用货物和军火的出口许可证。供应商应告知格拉默适用的海关编码（如针对美国产品的出口控制分类编号（ECCN）；针对德国出口管制清单所列货物的编号等）以及任一适用于货物和工具的许可豁免情况。供应商应直接向格拉默AG的报关和出口控制部门提供此等相关信息。

9. PAYMENT 支付

9.1 Unless expressly agreed otherwise, the prices agreed shall be fixed prices. The validity of such prices shall be automatically extended by a period of 12 months unless a subsequent price agreement or an Order between the Parties sets out new fixed prices. Unless otherwise agreed, payment shall be made within 30 days with a 2% cash discount or 60 days net. Periods shall commence on receipt of Goods and/or Services as stated in the Order and an invoice in proper and verifiable form is available. In the event that deliveries are accepted early, however, the period shall commence on the agreed delivery date at the earliest. Payments will be made in the currency expressly stated in the Order: if no such currency is noted, payment will be made upon GRAMMER's reasonable discretion in Euro or U.S. Dollars. Payment will be made by bank transfer on or before the due date unless otherwise expressly agreed by GRAMMER, and Supplier agrees to accept payment by electronic funds transfer. The Supplier further declares that it is able and willing to participate in a credit note procedure upon GRAMMER's request.

除非另有明确约定，协议双方约定的价格应为固定价格。此等价格的有效性应被自动延长12个月，除非协议双方在后来达成的价格协议或订单规定新的固定价格。除非另有约定，30天内支付的按减去2%折扣后的优惠价支付，60天内支付的全额付款。支付期始于格拉默收到订单中规定的货物和/或服务之后，供应商可得到适当的且可验证的发票。如果格拉默提前收到交付物，支付期应始于双方约定的交付日期。支付货币为订单中明确规定的货币：如果未注明支付货币的，格拉默将根据其合理审慎的判断以欧元或美元为支付货币。除非格拉默另行明确同意的方式外，将在到期日当日或之前通过银行转账完成支付，供应商亦同意接受电汇。

供应商进一步声明，应格拉默的请求，供应商能够且愿意接受信用票据这种方式。

- 9.2** In the event that the Supplier is designated by the GRAMMER customer, and in particular the Supplier has agreed prices, specifications or other terms and conditions directly with the latter, the following shall apply: In the event of a change to the terms and conditions agreed between the Supplier and the respective GRAMMER customer, the Supplier shall notify the latter immediately in writing. Any changes of this nature shall not be binding for GRAMMER until GRAMMER confirms this in writing. Such confirmation can only be refused for good cause.

如果供应商被格拉默的客户所指定，特别是当供应商就价格、技术规范或其他条款与后者直接达成协议时，下列条款将适用：供应商与格拉默客户约定对条款进行变更的，则供应商应将此等变更立即告知后者。除非格拉默以书面方式对变更进行确认，否则所有变更对格拉默不具有约束力。格拉默只有在有正当理由时才能拒绝确认前述变更。

10. SET-OFF, RECOUPMENT 抵消、扣除

In addition to any right of set-off or recoupment provided by law, all amounts due to Supplier will be considered net of indebtedness of Supplier and its subsidiaries and affiliates to GRAMMER and its subsidiaries and affiliates. GRAMMER shall have the right to set-off against or recoup from any payment or other obligation owed to Supplier, in whole or in part, any amounts due to GRAMMER or its affiliates or subsidiaries from Supplier or its affiliates or subsidiaries. GRAMMER will provide Supplier with a statement describing any offset or recoupment taken by GRAMMER.

除了法律赋予的抵销权或扣除权，所有应付给供应商的款项应被视为是已扣除掉供应商及其分支公司和关联方对格拉默及其分支公司和关联方所欠债务之后的款项。格拉默应有权从其应向供应商支付的款项或承担的其他义务中整体或部分地抵消或扣除供应商或其关联方或分支公司应向格拉默或其关联方或分支公司支付的款项。格拉默将向供应商提供一份声明，描述格拉默所作出的此等抵消或扣除。

11. CHANGES 变更

- 11.1** Goods supplied or Services performed by the Supplier to GRAMMER shall be state-of-the-art, in particular GRAMMER part drawings and CAD data in their respective last valid index version, in compliance with the specifications given by GRAMMER and/or the GRAMMER customer and indicated in the Order. The Supplier shall also be responsible for ensuring that the delivered Goods are suitable for the use intended by GRAMMER and GRAMMER's customer.

供应商向格拉默提供最先进的货物或服务，特别是最新的有效技术参数中的格拉默零件图纸和CAD资料，并遵守格拉默和/或格拉默客户给定的和订单中所示的技术规范。供应商还应负责确保所交付的货物适合于格拉默和格拉默客户所计划的用途。

- 11.2** GRAMMER reserves the right to make changes, or to cause the Supplier to make changes, to the drawings, specifications, and other provisions of the Order. If any such change results in an increase or a decrease in the cost of, or the time required for, manufacturing or delivering the Goods or performing the Services, an equitable adjustment may be made in the price or delivery schedule, or both, and the Order shall, subject to the agreement of GRAMMER and Supplier, be modified in writing accordingly. No claim under this paragraph 12 shall be asserted by Supplier after fourteen (14) days following the notification of the change by GRAMMER.

格拉默保留变更图纸、技术规范 and 订单中其他条款或使供应商做出变更的权力。如果此等变更造成生产或交付货物或提供服务所需成本和时间有所增减，可对价格和/或交付进度表进行相应调整。根据格拉默和供应商的约定，应以书面方式对订单进行相应调整。在格拉默告知变更后14天之后，供应商不得主张第12条下所列的索赔。

- 11.3** Supplier shall not, without GRAMMER's prior written authorization, make any changes to specifications, designs, materials or part numbers (or other types of identification), any major changes in processes or procedures, or any changes in the location of the facilities used by Supplier for the performance of its obligations under the Order.

在未取得格拉默事先以书面方式做出的授权的情况下，供应商不得变更技术规格、设计、材料或零部件编号（或其他类型的识别符号），不能对工艺流程或程序进行重大变更，更不能变更供应商为履行订单下的义务而使用的设施的位置。

12. PRICE WARRANTIES AND COMPETITIVENESS 价格保证与产品竞争力

- 12.1** Supplier warrants that the prices for the Goods and the Services are, and shall ensure that such prices remain, not less favorable to GRAMMER than the prices currently extended to any other customer of Supplier for the same or substantially similar goods or services in the same or substantially similar quantities and delivery requirements.

供应商保证：在货物和服务的性质、数量和交付要求大体类似的情况下，供应商向格拉默提供的货物和服务的价格应不超过供应商向其他客户提供的货物和服务的价格。

12.2 Supplier shall ensure that the Goods and the Services remain competitive, in terms of price, technology and quality, with substantially similar goods and services available to GRAMMER from other suppliers.

供应商应确保其向格拉默提供的货物和服务较之于格拉默从其他供应商处获取的类似货物和服务，无论在价格还是技术和质量上都具有竞争力。

12.3 Supplier warrants that the prices in the Order shall be complete, and no surcharges, premiums or other additional charges of any type shall be added, without GRAMMER's prior written consent. Supplier expressly assumes the risk of any event or cause (whether or not foreseen) affecting such prices, including any foreign exchange rate changes, increases in raw materials costs, inflation, increases in labour and other manufacturing costs.

供应商保证：订单中所示价格应是完整价格，在未取得格拉默先前所做的书面同意的情况下不会再另行增加任何附加费或其他额外费用。供应商明确表示会承担因任一事件或原因（无论可否预见）而导致价格受到影响的风险，这些事件或原因包括任一外汇汇率变更，原材料成本上涨，通货膨胀，劳动力成本和其他生产成本的上漲风险。

12.4 Provided the Supplier breaches the obligations stated in subparagraph 12.1 through 12.2, GRAMMER may at any time and at its sole discretion choose to terminate the affected Order with immediate effect.

如果供应商违反12.1-12.2中规定的义务，格拉默可在任一时根据审慎判断选择立即终止已受影响的订单。

13. WARRANTIES 担保

13.1 Supplier expressly warrants and guarantees to GRAMMER that the Goods and the Services, including any special tools, dies, jigs, fixtures, patterns, machinery and equipment, that are delivered or provided to GRAMMER for the performance of the Order and/or are or become the property of GRAMMER shall: (i) conform to all drawings, specifications, samples and other descriptions furnished, specified or adopted by GRAMMER; (ii) comply with all applicable laws, regulations, rules, codes and standards of the jurisdictions in which the Goods or the Services, and the products containing the Goods and Services, are to be sold, including without limitation the National Traffic and Motor Vehicle Safety Act, United States motor vehicle safety standards and European Union Directive 2000/53/EC; (iii) be merchantable; (iv) be free from any defects in design, to the extent furnished by Supplier or any of its subcontractors, agents or suppliers, even if the design has been approved by GRAMMER; (v) be free from any defects in materials and workmanship; (vi) be fit, sufficient and suitable for the particular purpose for which GRAMMER intends to use the Goods or the Services, including the specified performance in the component, system, subsystem and vehicle location and the environment in which they are or may reasonably be expected to perform; and (vii) be free of all liens, claims and encumbrances whatsoever.

For the purposes of clause (vi) above, Supplier acknowledges that Supplier knows the particular purpose for which GRAMMER intends to use the Goods or the Services. Supplier further expressly warrants that, unless otherwise expressly stated in the Order, the Goods are manufactured entirely with new materials and none of the Goods is, in whole or any part, governmental or commercial surplus or used, remanufactured, reconditioned or of such age or condition so as to impair its fitness, usefulness or safety. The warranties in this subparagraph 13.1 are referred to as the "Supplier's Warranties".

供应商明确向格拉默做出如下担保和保证：货物和服务，包括为履行订单而交付或提供给格拉默的和/或成为格拉默财产一部分的任一专用工具、模型、夹具、固定装置、图样、机械和设备，应（1）符合格拉默提供、规定或采取的所有图纸、技术规范、样件和其他描述；（2）遵守所有适用法律、法规、规则、以及货物或服务以及包含此货物和服务的产品被售的管辖地的规范和标准，包括但不限于《国家交通与机动车安全条例》、《美国机动车安全规范》和欧盟指令2000/53/EC；（3）可具有适销性；（4）确保供应商或其分包商、代理商或供应商提供的设计方案并无缺陷之处，尽管此等设计方案可能得到格拉默的同意；（5）确保在材料和工艺上无缺陷之处；（6）足以符合格拉默使用本货物或服务的特定目的，包括零部件、系统、分系统和车辆定位系统及合理认为此等零部件、系统、分系统和车辆定位系统的工作环境符合规定的运行要求；（7）免于所有性质的留置、索赔和财产负担。

按照上款第（6）点规定，供应商承认：供应商知晓格拉默使用由供应商提供的货物或服务的特定目的。供应商进一步做出如下明确保证：除非订单中另有明确规定，应完全采用新材料来生产货物，货物不得完全或部分地享受政府或商务补贴，不得是二手货，不得是再造品，不得是翻修品，不得是陈品，因为这样会损害货物的适当性、有用性或安全性。本款(13.1)所规定的各种担保统称为“供应商的担保”。

13.2 The Supplier's Warranties are available to, and for the benefit of, GRAMMER, its subsidiaries and affiliates, their respective successors and assigns, the Customer and users of products containing the Goods or the Services. The warranty period shall be that provided by applicable law, except that if GRAMMER is obligated to provide a longer warranty period to the Customer pursuant to the Customer Terms, such longer period shall apply. The Supplier's Warranties shall be in addition to all other warranties available to GRAMMER under applicable law.

供应商向格拉默及其分支公司和关联方以及各自的法定继承人和受让人、客户和采用含有货物或服务的产品的用户做出各种有益于后者的保证。

- 13.3** Supplier shall indemnify and hold GRAMMER and the Customer, and their respective representatives, employees, agents, customers, invitees, subsidiaries, affiliates, successors and assigns, harmless from and against all liabilities, claims, demands, losses, costs, damages and expenses of any nature or kind (including consequential and special damages, personal injury, property damages, lost profits, recall or other Customer field service action costs, production interruption costs, inspection, handling and reworking charges, professional and other legal fees, and other costs associated with GRAMMER's administrative time, labour and materials) arising from or as a result of: (i) any breach of the Supplier's Warranties; and (ii) any other acts, omissions or negligence of Supplier or of any of its subcontractors or suppliers in connection with Supplier's performance of its obligations under the Order. No limitations on GRAMMER's rights or remedies in any of Supplier's documents shall operate to reduce or exclude such indemnification.

供应商将保障并赔偿格拉默及其客户及其各自的代理人、雇员、代理商、客户、被邀请方、分支机构、关联方及继承人免于下列原因而蒙受的所有各类性质的责任、索赔、要求、损失、成本、损害和支出（包括间接损害、特别损害、人身伤害、财产损失、利润损失、召回或其他需在客户处开展的现场维护行动的成本、生产中断的成本、检查费用、装卸费用和返工收费、各种专业费用和其他法律费用、以及格拉默蒙受的与行政时间、劳工和物料相关的其他成本）。这些原因包括（1）供应商违反其做出的保证；（2）供应商履行本订单下义务时供应商或其分包商或供应商出现的任何其他行为、忽略或疏忽。供应商任一文件中对格拉默权力或补救措施的限制规定不得被视为削减或排除此等赔偿的依据。

14. DEFECTIVE OR NON-CONFORMING GOODS OR SERVICES 有缺陷或不合格的产品或服务

- 14.1** If any of the Goods or the Services fail to meet the Supplier's Warranties, Supplier shall, upon notice thereof from GRAMMER at any time, promptly repair, replace or otherwise satisfactorily deal with the same in a manner acceptable to GRAMMER, all at Supplier's expense and without limiting or affecting GRAMMER's other rights or remedies available hereunder or at law.

The rights and remedies reserved to GRAMMER will be cumulative with and in addition to all other or legal equitable remedies. Supplier will reimburse GRAMMER for any incidental, consequential or other damages – including lost profits – caused or required by Supplier's breach of Supplier's Warranties or by defective or non-conforming Goods, including without limitation costs expenses and losses incurred directly or indirectly by GRAMMER: (i) in inspecting, storing, sorting, reworking, repairing or replacing such Goods; (ii) resulting from production interruptions; (iii) conducting or participating at recall campaigns, customer field service actions or other corrective service actions; or (iv) resulting from personal injury, including death, of property damage caused by such Goods.

The Supplier's Warranties shall also apply to such repaired, replaced or otherwise satisfactorily dealt with the Goods or the Services.

如果任一货物或服务未能满足供应商所作出的各类保证，供应商应在收到格拉默在任一时刻发出的通知之后立即维修、更换或以其他令格拉默满意且被格拉默接受的方式来处理此等货物或服务，由此产生的费用由供应商承担，但应确保前述各种处理不会限制或影响本订单或法律下规定的格拉默其他权力或补救措施。

格拉默除拥有法定衡平救济外，格拉默保留的权力和补救措施亦可累积。供应商应赔偿格拉默蒙受的任一附随损失、间接损失或其他损失，包括供应商违反保证或有缺陷或不合格货物所引起的利润损失，包括但不限于格拉默因

- (1) 检查、储存、分类、返工、维修或替换此等货物；
- (2) 生产中断；
- (3) 将客户汽车召回和在客户处开展现场维修活动或其他矫正性质的维护服务；或
- (4) 此类货物引起的人身伤害，包括死亡，以及财产损失

而间接或直接蒙受的成本、费用和损失。

供应商的保证应同样适用于维修、更换货物或服务或其他为令格拉默满意而对货物或服务而进行的其他处理。

- 14.2** If Supplier fails to repair, replace or otherwise deal with any defective or non-conforming Goods or Services in a manner acceptable to GRAMMER or GRAMMER's Customer, GRAMMER may, without limiting or affecting GRAMMER's other rights or remedies available hereunder or at law, cancel the Order as to the particular Goods or Services and/or cancel the then remaining balance of the Order.

如果供应商未能维修、更换或采取其他令格拉默或其客户满意的方式来处理任一有缺陷或不合格的货物或服务，则格拉默可以在不限制或影响本订单或法律下规定的格拉默的其他权力或补救措施的情况下取消关于特定货物或服务的订单和/或取消订单的余额。

- 14.3** After notice to Supplier, all defective or non-conforming Goods shall be held at Supplier's risk. GRAMMER may, and at Supplier's direction shall, return such defective or non-conforming Goods to Supplier at Supplier's risk, and

Supplier shall promptly pay, upon GRAMMER's demand, all transportation and other applicable charges, both to and from the original destination.

在格拉默通知供应商之后，所有有缺陷或不合格的货物应由供应商保管并承担相应风险。格拉默在供应商提出请求后应向此等有缺陷或不合格的货物返还给供应商，由此产生的风险由供应商承担。供应商在收到格拉默的要求之后应立即支付往来于原目的地所引发的所有交通费和其他适用费用。

- 14.4** Any payment made by GRAMMER for defective or non-conforming Goods or Services shall be refunded by Supplier, except to the extent that Supplier promptly replaces or corrects the same at Supplier's expense.

格拉默已对有缺陷或不合格的货物或服务做出支付的，供应商应返还相应款项，然而，供应商也可立即对前述有缺陷或不合格的货物或服务进行更换或矫正并承担相应费用。

15. INSPECTION AND QUALITY CONTROL 检查与质控

- 15.1** GRAMMER shall conduct an inspection of incoming Goods, which is in compliance with the technical specification ISO/TS 16949 "Quality management systems, particular requirements for the application of ISO 9001:2000 for automotive production and relevant service parts organizations". GRAMMER shall notify Supplier in writing of any deficiency of Goods once the deficiency has been discovered by GRAMMER in the ordinary course of its business.

格拉默应根据技术规范ISO/TS 16949“质量管理体系 汽车生产件及相关维修零件组织应用ISO 9001:2000的特别要求”对供应商送来的货物进行检查。

- 15.2** Supplier will conform to the quality control and other standards and inspection systems of GRAMMER and (as applicable) its Customers, including without limitation quality control policies, ISO 9001:2000 or ISO/TS 16949:2002 quality certification and ISO 14001 environmental certification including registration. Supplier will also participate in supplier quality and development programs of GRAMMER and (as applicable) Customers. Supplier agrees to meet the full requirements of industry Production Part Approval Processes (PPAP) as specified by GRAMMER and (as applicable) Customers and agrees to present this information to GRAMMER upon request, at the level requested. Supplier shall ensure that all and any of its sub-contractors are contractually bound to comply with the terms of this Paragraph.

供应商应遵守质量控制盒其他标准和格拉默及其客户（可行的话）的检查制度，包括但不限于质量控制政策、ISO 9001:2000 或ISO/TS 16949:2002质量认证和ISO14001环境认证文件（包括注册文件）。供应商还将参与格拉默的供应商及其客户（可行的话）的质量和研发项目。供应商同意满足格拉默及客户（可行的话）规定的生产件批准程序(PPAP)，并同意在得到格拉默的请求后按请求的等级或程度将此信息发送给格拉默。供应商应确保供应商的所有分包商根据合同约定遵守本条所载的条款。

16. TOOLS & EQUIPMENT 工具与设备

- 16.1** Unless otherwise expressly stated in the Order, Supplier shall supply at its own expense all materials, equipment, tools, jigs, dies, fixtures, patterns, drawings, specifications, samples and facilities required to perform the Order (the "Supplier's Property"). Supplier grants GRAMMER an irrevocable option to take possession of and title to the Supplier's Property that is special for the production of the Goods, upon payment to Supplier of its net book value less any amounts that GRAMMER has previously paid to Supplier for the cost of such items; provided, however, that this option shall not apply if the Supplier's Property is used to produce goods that are the standard stock of Supplier or if a substantial quantity of similar goods are being sold by Supplier to others.

除非订单中另有明确规定，供应商应自费提供履行订单所需的所有材料、设备、工具、夹具、模型、固定装置、图样、图纸、技术规范、样件和设施（合称“供应商财产”）。供应商授予格拉默不可撤销的选择权拥有那些专门用于生产货物的供应商财产，条件是格拉默需支付该财产的净账面值减去格拉默此前向供应商已付款项后余下的款项；然而，只要如果供应商财产被用来生产属于供应商标准库存的货物或者供应商向其他方大量销售类似货物，则前述的选择权不可适用。

- 16.2** Notwithstanding any other provision, SUPPLIER expressly acknowledges and agrees that: (i) all materials, parts, components, assemblies, tools, jigs, dies, fixtures, patterns, drawings, specifications and samples, including any replacements thereof and any special tooling produced by SUPPLIER for the performance of its obligations under the project ("Tooling"), that are furnished to SUPPLIER or specifically paid for, in whole or in part, by GRAMMER; and (ii) all of the Goods that have been paid for, in whole or in part, by GRAMMER, whether or not GRAMMER has exercised its rights of inspection in respect thereof (all items in clauses (i) and (ii) above, collectively the "GRAMMER Property"), shall be held by SUPPLIER on a bailment basis and remain the property of, with both title and the right of possession in, GRAMMER and without limitation to any rights and remedies available hereunder or at law. The GRAMMER Property, while in SUPPLIER's custody or control and while in the custody or control of SUPPLIERS, contractors or agents, shall be held at SUPPLIER's risk, shall be kept insured by SUPPLIER at SUPPLIER's expense against loss or damage in an amount equal to the replacement cost thereof, and shall be subject to removal at GRAMMER's written request. SUPPLIER shall promptly notify GRAMMER of the location of the

GRAMMER Property, if any are located at any place other than SUPPLIER's facility. Unless otherwise expressly stated, SUPPLIER shall maintain accounting and property control records for the GRAMMER Property in accordance with sound industrial practices. SUPPLIER undertakes, at SUPPLIER's expense, to maintain the GRAMMER Property in good condition and to repair within the life time and/or until the agreed output quantity has been reached, and shall replace any of the GRAMMER Property if, as and when necessary or reasonably required. GRAMMER does not provide any warranties with respect to the GRAMMER Property. Upon completion or termination of the project, SUPPLIER shall retain on a bailment basis for GRAMMER, as aforesaid, the GRAMMER Property still then in the physical possession of SUPPLIER, at SUPPLIER's expense, until disposition directions are received from GRAMMER. Upon receipt of GRAMMER's demand or disposition directions, SUPPLIER shall, at GRAMMER's expense, prepare the GRAMMER Property for shipment and shall deliver it to such locations as may be specified by GRAMMER. GRAMMER Property shall be in no less than the same condition as originally received by SUPPLIER, reasonable wear and tear excepted. If GRAMMER so requests, SUPPLIER shall grant GRAMMER access to SUPPLIER's premises during normal working hours for the purpose of inspecting or removing the GRAMMER Property.

尽管前面有其他规定，供应商明确承认并同意：（1）所有材料、零件、部件、总成、工具、夹具、模型、固定装置、图样、图纸、技术规范 and 样件，包括此等物品的替换件以及供应商为履行本项目（工具）下规定的义务而生产的或格拉默全部或部分付款购买并提供给供应商的专用工具；（2）格拉默全部或部分付款购买的所有货物，无论格拉默是否已经对前述（1）和（2）点的所有项目（合称“格拉默财产”）应由供应商保管，但依然属于格拉默的财产，且本订单或法律下规定的任一权力和补救措施不会受到限制。在保管或控制格拉默财产时，供应商应承担风险，应自费为此等财产投保以使财产免于损失或损坏，保险额与更换前述财产的成本等同。此外，如格拉默作出书面请求移除此等财产，则供应商应照办。如果格拉默财产不在供应商处，则供应商应立即将格拉默财产的所在位置告知格拉默。除非另有明确规定，根据业内较好的作法，供应商应针对格拉默财产做好会计和财产控制记录。供应商承诺在格拉默财产的生命周期内自费保护并保养好这些财产和/或直至供应商完成约定的产量，并在必要时刻更换格拉默财产。项目完成或终止后，供应商应以前述方式代为自费保管格拉默财产，直至收到格拉默发出的处置指示时为止。供应商在收到格拉默发出的要求或处置指令时，应做好运送准备并将其财产交付至格拉默指定的地点，由此产生的费用由格拉默承担。除去合理的磨损，格拉默财产的状况应不比供应商最初接受该财产时的状况差。如果格拉默提出要求，供应商应允许格拉默在正常的营业时间进入供应商的厂房检查或移除格拉默的财产。

- 16.3** SUPPLIER shall use the GRAMMER Property solely for the purpose of performing its obligations under the project. GRAMMER Property, while in Supplier's custody or control and while in the custody or control of Supplier's sub-suppliers, contractors or agents, shall be marked and adequately identified as the GRAMMER Property, and to the extent possible, will be isolated from Supplier's property.

供应商应仅仅为了履行项目协议下规定的义务才使用格拉默财产。供应商及其分供应商、分包商或代理商在保管或控制格拉默财产时应应对财产做好充分标记以证明是格拉默的财产，并尽可能与供应商自己的财产隔离开来。

- 16.4** All materials, Goods and services to be manufactured, produced or provided in conjunction with the Order must be in strict accordance with the specifications set forth in the Order or as otherwise specified by GRAMMER to Supplier.

所有根据本订单生产制造或提供的材料、货物和服务必须严格遵守订单中所列的技术规范或格拉默向供应商下达的其他规范。

- 16.5** At the GRAMMER's request, the Parties shall enter into a separate bailment agreement regarding GRAMMER's Property.

如格拉默提出要求，则协议双方应就格拉默财产另行订立一份保管协议。

- 16.6** This shall apply accordingly for tooling owned and/or provided by the Customer/OEM of GRAMMER.

上述规定亦适用于为格拉默客户/OEM所拥有和/或提供的工具。

17. INTELLECTUAL PROPERTY 知识产权

- 17.1** Supplier shall indemnify, defend and hold GRAMMER, and GRAMMER's affiliated companies harmless from and against all liabilities, costs, damages, claims and expenses (including court costs and legal expenses and any settlement of such claim or action) incurred by GRAMMER in respect of any claim or action brought by any third party against GRAMMER that the Goods or their use by GRAMMER or GRAMMER's customer infringe the intellectual property rights of such third party. Notwithstanding the foregoing, Supplier shall not be liable to the extent that the infringement results from the manufacture of the Goods in accordance with instructions received from GRAMMER and Supplier taking the level of care that is customary in the industry could not have known that following these instructions would result in an infringement of a third party's intellectual property right.

格拉默或其客户因为供应商的货物或使用此等货物而侵犯任一第三方知识产权从而导致该第三方要求格拉默或其客户承担因前述侵权而承担由此产生的所有责任、成本、损害、索赔和支出（包括出庭成本和法务支出以及为应对索赔或法律行动而付出的费用）的，供应商应使格拉默和格拉默的关联公司免于蒙受前述责任、成本、损害、索赔和支出。尽管前面有规定，但供应商因按照格拉默的指示生产货物并已据行业惯例小心行事却并不知晓遵守前述指示会侵犯第三方知识产权的前提下出现侵权情形的，供应商不会对此等侵权负责。

- 17.2** The Parties will inform each other forthwith of all such third party infringements or allegations of third party infringements of which they become aware. At GRAMMER's option, GRAMMER may select its own legal representation in the defence of any such claims or actions. Supplier will assist GRAMMER in its investigation, defence or handling of any such claim, including by providing any documents needed by GRAMMER to defend the action. If GRAMMER determines that it may be desirable for Supplier to intervene in any action, Supplier agrees to consult with GRAMMER and to consider any reasonable request that Supplier intervene in the action. However, the decision to intervene in an action remains Supplier's sole decision.

If GRAMMER selects its own legal representation, Supplier's indemnification obligation under the subparagraph 17.1 extends to the reasonable costs and fees associated with such representation. If GRAMMER does not select its own legal representation, GRAMMER will give Supplier sole conduct of the defence of any such claims or actions.

协议双方在意识到侵犯或涉嫌侵犯第三方权利之后应立即将情况告知对方。格拉默可以挑选自己的法律代表应对此等索赔或起诉。供应商应协助格拉默调查、申辩或处理此等索赔或起诉，包括通过提供格拉默所需的所有文件以便后者在法庭进行申辩。如果格拉默认定供应商希望介入前述的法律行动，供应商同意与格拉默进行磋商并考虑格拉默提出的要求己方出面介入的合理请求。然而，供应商是否介入，完全取决于供应商的决定。

如果格拉默挑选了自己的法律代表，则17.1款中规定的供应商的赔偿义务将扩大至与该法律代表相关的合理成本和费用。如果格拉默未挑选自己的法律代表，则格拉默将让供应商独自应对此等索赔或起诉。

- 17.3** Supplier shall specify any and all intellectual property rights known or becoming known to him, which are used in the design or manufacture of, or which otherwise affect or relate to the Goods or the Services.

供应商应讲明己方已知或将要获悉的所有知识产权，这些知识产权用于设计或生产货物或服务，或关涉或影响货物或服务。

- 17.4** In the event of a claim of infringement of any third party rights that is communicated to Supplier, Supplier shall take the needed steps to insure for GRAMMER a non-infringing source of supply, which may involve securing the needed licenses (if any), redesign of the product (subject to any agreed requirements and qualification obligations), or other steps Supplier deems necessary to ensure that a non-infringing product is delivered to GRAMMER.

如果供应商已被告知第三方因受侵权而要求索赔，则供应商应采取必要步骤确保格拉默取得不会引发侵权的供应源，这涉及到获取必要的许可证（如有的话），对产品进行再设计（依据任一约定的规定和资质义务），或采取己方认为必要的步骤确保向格拉默提供一种不会引发侵权的产品。

18. CONFIDENTIALITY AND NON-DISCLOSURE 保密与不披露

- 18.1** Supplier acknowledges and agrees that it will be obligated to maintain the secrecy and confidentiality of all information disclosed by GRAMMER to Supplier during the course of work under any Order ("**Confidential Information**"), including, but not limited to, any information regarding GRAMMER or its business or its Customer, the existence and terms of any Order, and any drawings, specifications, or other documents prepared by either party in connection with any Order. Supplier 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 GRAMMER. Supplier also agrees to adopt measures to protect the secrecy and confidentiality of Confidential Information that are reasonable under the circumstances. Confidential Information shall not include any information that (i) was in the possession of Supplier before receipt from GRAMMER; (ii) is or becomes available to the public through no fault of Supplier; or (iii) is received by Supplier in good faith from a third party having no duty of confidentiality to GRAMMER. The burden of proofing for such aforementioned exception shall be borne by the Supplier.

供应商承认并同意：供应商在从事订单下规定的工作这一过程中有义务对格拉默向其披露的所有信息（机密信息）保密，包括但不限于任何与格拉默或其业务或客户相关的信息、任一订单的存续与条款，以及任一图纸、技术规范或协议一方因任一订单而制定的其他文件。供应商同意：在未取得格拉默事先做出的授权的情况下，供应商不得为了自身或任一第三方的利益披露或使用机密信息。供应商还同意采取一定措施保护因形势所迫而合理取得的机密信息的机密性。机密信息应不包括：（1）供应商在收到格拉默的信息之前已经取得的信息；（2）非供应商的过错而已为众人所知的信息；（3）供应商以诚信手段从对格拉

默并无保密义务的第三方处取得的信息。供应商若要证明己方豁免于前述的保密责任，则必须承担举证义务。

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

在格拉默认定的保密期或根据中国法律法规规定应对信息进行保密的时限内，供应商的保密责任应有效。供应商在得到格拉默的请求后，应向格拉默返还所有（任何形式的）包括和包含格拉默机密信息的材料。

- 18.3** Unless otherwise agreed in writing, all information provided by Supplier to GRAMMER in connection with an Order shall be disclosed on a non-confidential basis, and GRAMMER shall have no duty to maintain the secrecy or confidentiality of such information.

除非另有书面约定，所有与本订单相关的由供应商向格拉默提供的信息应以非保密的方式予以披露，且格拉默无义务保持此等信息的秘密性或机密性。

19. COMPLIANCE WITH LAWS 合规

- 19.1** Supplier and any Goods or Services supplied by Supplier, shall comply with all applicable laws, including rules, regulations, orders, conventions, ordinances and standards, including without limitation (i) in relation to the manufacture, labelling, transport, import, export, licensing, approval of certification of the Goods or Services, and (ii) laws relating to environmental matters, hiring, wages, hours and conditions of employment, international prohibitions on child labour, subcontractor selection, discrimination, occupational health or safety and motor vehicle safety.

供应商和由供应商提供的任一货物或服务应遵守所有适用法律，包括规则、法规、命令、公约、条例和标准，包括但不限于（1）与货物或服务相关的生产、标签、运输、进口、出口、许可证和认证批准文件；和（2）与环境事务、雇工、工资、雇佣时间和雇佣条件、禁用童工、分包商挑选、歧视、职业健康或安全和机动车安全相关的法律。

- 19.2** All materials used by Supplier in the Goods or Services or their manufacture will satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination.

供应商在货物或服务或生产过程中使用的所有材料应符合当前针对受限制的、毒性和有害材料而制定的政府禁令和安全禁令以及适用于生产、销售或目的地所在国有关环境、电子和电磁的规定。

- 19.3** Supplier shall indemnify and hold GRAMMER 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 Supplier's non-compliance with the provisions of this paragraph 2.

供应商应使格拉默免于因供应商未能遵守19.2中条款而导致的任一索赔、权利主张或开支（包括但不限于律师费或其他专业费用）。

20. INSURANCE 保险

- 20.1** Supplier shall procure and maintain at its sole expense insurances with reputable and financially responsible insurance companies, which adequately cover Supplier's liability against GRAMMER and third parties. GRAMMER is entitled to require certain insurance coverages and amounts to be taken out by Supplier.

供应商应向格拉默提供此类保险的证书和续保证书，由签发公司或其代理人或代理人签署，并于格拉默的任何请求时立即提供。

供应商应自费在声誉卓著且财力雄厚的保险公司购买并维护保险，该保险完全能够满足供应商对格拉默和第三方理赔责任。格拉默有权要求供应商取出保额。

供应商应在收到格拉默的请求后立即向格拉默提供由保险公司或代理商签署的此等保险和续保凭证或其他与此等保险相关的信息。

- 20.2** GRAMMER's examination of, or failure to request or demand any evidence of insurance hereunder, shall not constitute a waiver of any requirement of this Paragraph 20 and the existence of any insurance shall not limit Supplier's obligation under any provision hereof.

格拉默查看本订单下规定的保险凭证或未请求或要求供应商提供本订单下规定的保险凭证的，将不被视为已放弃20条下的保险规定。任一保险的存续将不得限制供应商本条款下规定的义务。

21. TERMINATION FOR CONVENIENCE UPON NOTICE 通知后任意解除订单

21.1 In addition to any other rights of GRAMMER to cancel or terminate the Order, GRAMMER may, at its option and in its sole discretion, terminate all or any part of the Order at any time and for any reason, and notwithstanding the existence of any event of Force Majeure under Paragraph 30, by giving at least 14 days written notice to Supplier. Upon receipt of notice of termination, and unless otherwise directed by GRAMMER, Supplier will: (i) promptly terminate all work under the Order on the effective date of termination; (ii) transfer title and deliver to GRAMMER the finished Goods, the work in process, and the parts and materials that Supplier reasonably produced or acquired according to quantities ordered by GRAMMER and that Supplier cannot use in producing goods for itself or for others; (iii) verify and settle any claims by subcontractors for actual costs incurred directly as a result of the termination and ensure the recovery of materials in subcontractors' possession; (iv) take actions reasonably necessary to protect property in Supplier's possession in which GRAMMER has an interest until disposal instruction from GRAMMER has been received; and (v) upon GRAMMER's request, cooperate with GRAMMER in Transition Support (as defined under Paragraph 24).

除拥有取消或终止本订单的其他任一权利以外，格拉默可自行选择并根据审慎判断，在任何时刻以任一原因为由至少提前14天向供应商发送书面通知以终止本订单上所有或部分条款，尽管存在着30条下规定的不可抗力事件。在收到终止通知之后，除非格拉默另有指示，供应商应：（1）在终止生效日期立即终止本订单下规定的所有工作；（2）向格拉默移交和交付已制品、在制品以及供应商根据格拉默订购的数量而生产或购买的、但无法用于制造己方或其他方的产品的零件和材料；（3）验证并处理分包商就合同终止而直接蒙受的实际损失而主张的任一索赔，并确认回收分包商手中持有的材料；（4）采取合理且必须的行动保护供应商所持有的且直至收到来自格拉默的处置指令时仍与格拉默存在利益关系的财产；和（5）在收到格拉默的请求后就供货关系过渡支持（定义见24条）的事宜与格拉默合作。

21.2 Upon termination by GRAMMER under this Section, GRAMMER will be obligated to pay only the following: (i) the price for all finished Goods or Services in the quantities ordered by GRAMMER that conform to the Order for which Supplier has not been paid; (ii) Supplier's reasonable actual cost of merchantable and useable work-in-process and the parts and materials transferred to GRAMMER under part 21.1 (ii) above; (iii) Supplier's reasonable actual costs of settling claims regarding its obligations to its subcontractors required under the Order, to the extent directly caused by the termination, but limited to the amount of the firm quantities of finished Goods and raw materials/components specified in Material Releases issued by GRAMMER and then currently outstanding; (iv) Supplier's reasonable actual cost of carrying out its obligation under Paragraph 21.1, if applicable, amounts due in connection with Transition Support (as defined under Paragraph 24).

格拉默根据本款规定终止订单后，格拉默有责任只支付下列款项：（1）按格拉默订购的数量向遵守订单要求制作的却未被支付的所有货物或服务的价格；（2）供应商适销的和可用的在制品及根据21.1（2）规定发送给格拉默的零件和材料的合理的实际成本；（3）供应商因协议终止而导致的订单下规定的对分包商的义务所引发的索赔款，但以已制品和格拉默出具的材料放行文件中规定的原材料/部件及当前余料的金额为限；（4）履行21.1下规定的义务而产生的供应商合理的实际成本，可行的话，以及与供货关系过渡支持（定义见24条）相关的应收款项。

21.3 Notwithstanding any other provision, GRAMMER will have no obligation for and will not be required to pay Supplier, directly or on account of claims by Supplier's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process or raw materials that Supplier fabricates or procures in amounts exceeding those authorized in the Material Releases, or general administrative burden charges from termination of the Order, except as otherwise expressly agreed in a separate Order issued by GRAMMER. GRAMMER's obligation upon termination under this Section will not exceed the obligation GRAMMER would have had to Supplier in the absence of termination.

尽管有任一其他条款，格拉默并无责任且无需向供应商直接支付或因供应商分包商提出的索赔而支付：预期利润的损失、未分配的制造费用、索赔利息、产品研发和制造成本、工具、设施和设备再造成成本或租金、待摊资本或折旧成本、已制品、在制品、供应商制造或购买的超出材料放行文件中授权材料的原材料、或因订单终止而引发的行政费用，除非在格拉默出具的单独订单中另有明确规定。然而，本小节下规定的订单终止之后格拉默需承担的责任不得超过格拉默在未予终止订单情况下必须向供应商承担的责任。

21.4 Supplier will furnish to GRAMMER, within one month after the date of termination, its proven termination claim, which will consist exclusively of the items of GRAMMER's obligation to Supplier that are expressly permitted by this Paragraph 21. GRAMMER will have no obligation for payment to Supplier under this Paragraph 21 if GRAMMER terminates the Order or portion thereof because of a default or breach by Supplier, and any termination shall be without prejudice to any claims which GRAMMER may have against Supplier. In the event of a termination of the Order by GRAMMER as a result of GRAMMER ceasing to be a supplier to the Customer for

the vehicle program in respect of which GRAMMER issued the Order, GRAMMER shall only be obligated to compensate Supplier for any costs under this Paragraph 21 if, when and to the extent that the Customer reimburses GRAMMER for such costs.

供应商在订单终止日后1个月内向格拉默发出经过验证的终止索赔，该索赔包含21条明确规定的格拉默向供应商承担义务的条款。格拉默因供应商的过错或违约终止整个订单或订单中部分条款的，格拉默并无责任按照21条对供应商做出支付，且订单终止不得影响到格拉默可能向供应商提出的索赔主张。如果格拉默因为不再是客户汽车项目的供应商而终止订单的，则格拉默应向供应商赔偿本条下规定的任一成本，但前提条件是该客户向格拉默赔偿此等损失。

21.5 GRAMMER's rights to terminate the Order as established in any applicable provision of these Terms may be exercised by GRAMMER, without the need for judicial involvement or declaration.

格拉默可行使这些条款中任一适用条款所确立的格拉默终止本订单的权力，无需司法介入或司法陈述。

22. TERMINATION UPON SUPPLIER'S DEFAULT OR CHANGE OF CONTROL

因供应商的过错或管理权变更而导致的订单终止

22.1 GRAMMER may terminate the Order, in whole or in part, for default occasioned by Supplier's: (i) breach of any terms of the Order; (ii) failure to perform in accordance with the requirements of the Order; or (iii) failure to make progress so as to endanger timely and proper delivery of the Goods or completion of the Services and, in each such case, Supplier does not correct such breach or failure within twenty (20) days (or such shorter period of time as GRAMMER may determine, if commercially reasonable under the circumstances) after receipt of written notice from GRAMMER specifying such breach or failure. Supplier shall be liable for all costs, damages and expenses caused by or resulting from its default under the Order.

格拉默可以因为供应商的下列行为所引发的过失而终止整个订单或订单中的部分条款，这些行为包括：（1）供应商违反订单中的任一条款；（2）供应商未能按照订单中的规定履约；或（3）供应商未能实现供货进度从而危及货物及时且妥当地发送或危及服务供应的完成，在此等情形下，供应商在收到格拉默就此等违约或未能履约所出具的书面通知之后20日内（或格拉默根据具体情况而合理决定的更短时限）未能矫正此等违约或此等未能履约。供应商应负责所有因违反订单而产生的成本、损害和开支。

22.2 GRAMMER may terminate the Order, in whole or in part, in the event of a change of control of Supplier. For the purposes of the Order, a "change of control" includes: (i) any sale, lease or exchange of a substantial portion of Supplier's assets used in connection with Supplier's performance of its obligations under the Order; (ii) any sale or exchange of a sufficient number of shares of Supplier, or of any affiliate that controls Supplier, to effect a change in management of Supplier; or (iii) the execution of a voting or other agreement of control in respect of Supplier, or of any affiliate that controls Supplier. Supplier shall notify GRAMMER in writing within ten (10) days of any change of control of Supplier, and GRAMMER may terminate the Order by giving written notice to Supplier at any time up to sixty (60) days after GRAMMER's receipt of Supplier's notice of change of control.

如果供应商出现管理权变更，格拉默可终止整个订单或订单的部分条款。按照订单规定，“管理权变更”包括如下情形：（1）供应商为履行订单下规定的义务而动用的供应商资产中某一实质性部分被销售、租赁或交换；（2）供应商或控制供应商的任一关联方的足量股份被售出或交换致使供应商的管理层出现变更；或（3）供应商或控制供应商的任一关联方对管理权进行投票或达成其他协议。在供应商的管理权出现任一变更后的10日内，供应商应将变更情况以书面方式告知格拉默，格拉默可在收到供应商发出的此等通知之后最晚60天内向供应商发出书面通知终止订单。

22.3 Any termination under this Paragraph 22 shall be without liability to GRAMMER, except for the Goods delivered or the Services performed by Supplier and accepted by GRAMMER.

至于第22条规定的任一终止，供应商无需对格拉默承担任何责任，但由供应商提供且由格拉默接受的已交付货物或服务的情况除外。

23. TERMINATION UPON INSOLVENCY 破产后终止订单

Either party may terminate the Order, without liability to the other party: (i) in the event of the insolvency, bankruptcy, reorganization, arrangement, receivership or liquidation by or against the other party; (ii) in the event that the other party makes an assignment for the benefit of its creditors or ceases to carry on business in the ordinary course; or (iii) if a receiver is appointed in respect of the other party or all or part of its property (collectively, an "Insolvency Event"). In the event of such termination, the other party shall be liable for all costs, damages and expenses suffered by the party that terminates the Order. Any such termination shall not affect the entitlement of GRAMMER with respect to the GRAMMER Property.

下列情形下，协议一方可以终止本订单而不对协议另一方负责：（1）协议一方经历破产、重组、接收或清算；（2）协议另一方为了债券人的利益转让权力，或不能再正常经营；或（3）如果接收人被协议另一方委派来接收协议一方的所有或部分财产（上述事件合称“破产事件”）。如果出现订单终止，协议另一方

负责承担终止订单的一方所蒙受的所有成本、损害和费用。然而，任一此等终止不得影响格拉默对格拉默财产的所有权。

24. TRANSITION OF SUPPLY 供货关系过渡

24.1 In connection with GRAMMER's termination or non-renewal of the Order, or GRAMMER's other decision to source the Goods and/or the Services from any alternate supplier(s), Supplier will cooperate with GRAMMER in the transition of supply of the Goods and/or the Services, including the following: (i) Supplier will continue production and delivery of all Goods and/or Services as ordered by GRAMMER, at the prices and other terms stated in the Order, without premium or other condition, during the entire period reasonably needed by GRAMMER to complete the transition to the alternate supplier(s), such that Supplier's action or inaction causes no interruption in GRAMMER's ability to obtain the Goods and/or Services as needed; (ii) at no cost to GRAMMER, Supplier will promptly provide all requested information and documentation regarding and access to Supplier's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of the Goods and/or Services and components; and (iii) subject to Supplier's reasonable capacity constraints, Supplier shall provide special overtime production, storage and/or management of extra inventory of the Goods, extraordinary packaging and transportation and other special services (collectively, "Transition Support") as expressly requested by GRAMMER in writing.

如格拉默终止订单或不再续单，或格拉默做出决定将从任一备选供应商处购买货物和/或服务，供应商应配合格拉默转移货物和/服务的供货关系，包括下列情况：（1）供应商应在格拉默合理要求以便将供货关系顺利过渡到备选供应商的这一时间内继续按照订单中约定的价格和其他条款生产和供应格拉默订购的货物和/或服务，以使供应商无论作为还是不作为都无力阻碍格拉默获得所需货物和/或服务；（2）在不带给格拉默任何成本的情况下，供应商应立即提供格拉默要求的有关所有信息和文件以及使格拉默得到供应商的工艺流程，包括现场检查、物料单数据、工具和流程细节、以及货物和/或服务部件的样品；（3）供应商应按照格拉默书面要求克服产能的限制采取专门的加班生产、储存和/或管理额外货物库存，提供特别的包装和运输及其他特别的服务（上述行为统称为“供货关系过渡支持”）。

24.2 If the transition of supply occurs for reasons other than GRAMMER's termination of the Order as stated in this Terms, GRAMMER shall, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested by GRAMMER and incurred by Supplier, provided that GRAMMER has approved Supplier's estimate of such costs prior to Supplier incurring such amounts.

如果是除本条款中所列的格拉默终止订单之外的原因而发生供货关系过渡的情况，那么格拉默应在过渡期末段向供应商支付因格拉默要求的供货关系过渡而由供应商提供支持并由此而产生的合理的实际发生的成本，但前提是格拉默在此等成本发生之前已经认可了成本预估值。

25. SERVICE AND REPLACEMENT PARTS 维修和替换零件

25.1 Supplier shall at the request of GRAMMER provide GRAMMER or GRAMMER affiliates with sufficient quantities of Goods for use as spare parts for a period of fifteen (15) years after termination of Supplier's supply of the Goods for GRAMMER's series production or for such other period of time as GRAMMER shall require in writing. Supplier shall ensure that its sub-contractors comply with this subparagraph 25.1.

供应商应在收到格拉默的请求后向格拉默或格拉默关联方提供足够数量的、且在供应商向格拉默系列产品供货结束后15年内或格拉默以书面方式要求的其他时限内用作备用零件的货物。供应商应确保其分包商遵守25.1节的规定。

25.2 During the term of GRAMMER's series production, the price of the Goods used as spare parts shall be equal to the series price agreed in the order. However, during the extended term as set out in subparagraph 25.1 above, the price shall be determined by mutual negotiation.

在格拉默系列产品期间内，用作备用零件的这些货物的价格应与订单中约定的系列价格相同。然而，在25.1节中规定的延长期限内，该价格由双方同意商议决定。

25.3 GRAMMER and GRAMMER's affiliated companies shall be entitled to purchase Goods used as spare parts directly from Supplier's sub-contractors or from any other third party.

格拉默和格拉默关联方公司应有权直接从供应商的分包商或其他任一第三方处采购用作备用零件的货物。

25.4 Unless otherwise expressly agreed in writing by an authorized representative of GRAMMER or GRAMMER removes tooling from Supplier necessary for the production of service parts, Supplier's obligations under this Paragraph 25 shall survive termination or expiration of the Order for any reason.

除格拉默一方的授权的代表以书面形式另行明确约定的情况或格拉默在必要时将供应商的工具移除以便生产维修零件的情形外，第25条所载的供应商义务因在订单任一原因终止或到期之后继续存在。

26. RIGHT TO AUDIT 检查权

GRAMMER and its Customers shall have the right at any reasonable time to examine all relevant documents, records, materials, equipment, tooling and Goods in the possession or under the control of Supplier relating to any of Supplier's obligations under an Order. Supplier agrees to reasonably cooperate in any such audit request by GRAMMER.

格拉默及其客户应有权在任一合理的时刻检查因供应商履行订单下的供应商义务而拥有或控制的所有相关文件、记录、材料、设备、工具和货物。供应商同意本着理性之精神配合格拉默要求的任一此类检查。

27. SUBCONTRACTS 分包合同

Supplier shall in general ensure that the terms of its contracts with its sub-suppliers and sub-contractors provide GRAMMER and the Customer with all of the rights specified in the Order and the Terms.

供应商应总体上确保：供应商与分供应商和分包商订立的合同中应包含向格拉默和客户提供本订单和条款下规定的所有权力的条款。

28. ASSIGNMENT 转让

28.1 Supplier shall not assign the Order or any portion hereof or work hereunder or any interest herein, except that Supplier may, with GRAMMER's prior written consent, make an assignment of monies due or which may become due hereunder to a bank or other financing institution; provided that any such assignment by Supplier shall be subject to set-off, deduction, recoupment or any other lawful means of enforcing any present or future claims that GRAMMER may have against Supplier, and provided further that any such assignment shall not be made to more than a single assignee. In the event of any such assignment, Supplier shall provide to GRAMMER, in addition to written notice of the assignment, a true copy of the instrument of assignment for GRAMMER's information only and, notwithstanding such receipt by GRAMMER, such notice of assignment and/or instrument of assignment shall not be deemed to vary or waive the provisions of this paragraph.

供应商不得将本订单或订单下所列的任一任务或利益转让出去，除非供应商在取得格拉默事先做出的书面同意的情况下转让应付或可能应付给银行或其他金融机构的款项；只要供应商所做的此类转让用于被抵消、扣除或被用来执行格拉默未来向供应商提出的索赔主张，且只要任一此等转让的受让人只有一位。如果出现此等转让，除向格拉默发出有关转让的书面通知之外，供应商还应提供一份真实的转让文书的副本，该副本仅作格拉默了解相关信息之用。尽管格拉默收到此类信息，但此等转让通知和/或转让文书不得被视为对本条款的变更或放弃。

28.2 GRAMMER shall have the right to assign the Order or its interest herein, without Supplier's consent, to any of its affiliates or to any purchaser or successor to GRAMMER's business.

格拉默有权在未得到供应商同意的情况下将本订单或订单下的利益转让给格拉默的任一关联方或格拉默公司的任一买家或继承人。

29. REMEDIES 补救措施

29.1 The remedies reserved in the Order shall be cumulative and not alternative and may be exercised separately or together, in any order or combination, and are in addition to any other remedies provided for or allowed by law, at equity or otherwise.

订单中规定的补救措施应是可累积的，不可选择的，可以单独行使，也可一起行使，按一定次序或组合方式进行行使。此外，还有法律、公平原则或其他规定所要求或允许的补救措施。

29.2 Supplier expressly acknowledges and agrees that any failure of Supplier to deliver the Goods on the delivery dates and times as specified in the Order will cause irreparable harm to GRAMMER and that GRAMMER shall be entitled to equitable relief, including injunction, in such event.

供应商明确承认并同意：供应商未能按照订单中规定的交付日期和时间交付货物将给格拉默带来不可挽回的损失，在此等情形下，格拉默应有权得到衡平救济，包括强制令。

29.3 Any proceeding or action initiated by Supplier for breach of contract or any other act or omission (including tort) arising from or in any way related to the Order must be commenced within one (1) year from the date the breach, act or omission giving rise to Supplier's claim occurs, regardless of Supplier's knowledge of such breach, act or omission or of its consequences.

供应商因源于本订单或与本订单相关的合同违约或其他任一疏忽行为（包括侵权）而启动任一程序或行动的，此程序或行动必须在导致供应商提出索赔的违约、行为或疏忽发生日起1年内启动，无论供应商是否知晓前述的此等违约、行为或疏忽或其产生的后果。

30. FORCE MAJEURE 不可抗力

30.1 Any delay or failure of either party to perform its obligations will be excused if and to the extent that the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority (whether valid or invalid); embargoes; fires; floods, earthquakes, explosions; natural disasters; riots; wars; sabotage; inability to obtain power; or court injunction or order.

协议一方延迟或未能履行其义务行为将被豁免，其前提条件是该协议方因为某一超出其合理控制范围的事件或情形且非己方过错或疏忽大意而无法履约。此等事件或情形包括：天灾；政府机构所强加的限令、禁令、优先安排或配给或政府机构采取的行动（无论有效还是无效）；禁运；火宅；洪灾，地震，爆炸；自然灾害；骚乱；战争；罢工；无力取得电力；法院强制令或法院命令。

30.2 The change in cost or availability of materials or components based on market conditions, supplier actions, or contract disputes or any labour strike or other labour disruption applicable to Supplier or any of its subcontractors or suppliers, will not excuse Supplier's performance (under theories of force majeure, commercial impracticability or otherwise), and Supplier assumes these risks. As soon as possible (but no more than one full business day) after the occurrence, Supplier will provide written notice describing such delay and assuring GRAMMER of the anticipated duration of the delay and the time that the delay will be cured.

如果因为市场状况、供应商的行动或合同纠纷或任一罢工或发生在供应商或其任一分包商或供应商身上的其他劳工中断而导致材料或部件成本或可得性出现变化的，供应商不得免于履约（根据不可抗力、商销不切实际性或其他理论）而应承担相应风险。在上述事件发生后，供应商应尽快（但不得晚于一个完整工作日）向格拉默发出书面通知，描述此等延误并使格拉默确信预计的延误期限和矫正延误的时间。

30.3 During such delay or failure to perform by Supplier, GRAMMER may at its option:

(i) purchase Goods from other sources and reduce its schedules to Supplier by such quantities, without liability to Supplier;

(ii) require Supplier to deliver to GRAMMER at GRAMMER's expense all finished Goods, work in process and parts and materials produced or acquired for work under the Order; or

(iii) have Supplier provide Goods or Services from other sources in quantities and at a time requested by GRAMMER and at the price set forth in the Order. In addition, Supplier at its expense will take all necessary actions to ensure the supply of Goods or Services to GRAMMER for a period of at least 30 days during any anticipated labour disruption or resulting from the expiration of SUPPLIERS labour contracts. Otherwise, GRAMMER may terminate the Order without liability and Supplier shall reimburse GRAMMER for costs associated with the termination.

供应商延迟履约或无法履约期间，格拉默可酌情做出如下选择：

(i) 从其他供应商处采购货物，并减少从此采购条款中提及的供应商处订货的数量，无需对供应商承担责任；

(ii) 要求供应商向格拉默发送所有已制品、在制品和为完成订单所示任务而生产或购买的零件和材料，由此产生的费用由格拉默承担；或

(iii) 让供应商按格拉默所要求的数量和时间从其他物源调来货物或服务，此等货物或服务的价格以订单所示价格为准。此外，供应商应自费采取所有必要行动确保其能够在预计的劳工中断期间至少30天或供应商劳工合同到期日后至少30天向格拉默供应货物或服务。否则，格拉默可以终止本订单，无需对供应商承担责任，而供应商应赔偿格拉默因订单终止而蒙受的成本。

31. WAIVER 弃权

Either party's failure to insist on the performance by the other party of any Term or failure to exercise any right or remedy reserved in the Order, or either party's waiver of any breach or default hereunder by the other party shall not, thereafter, waive any other terms, conditions, rights, remedies, breaches or defaults, whether of the same or a similar type or not.

协议一方未能强求协议另一方履行订单中任一条款或未能行使订单中保留的权力或补救措施，或协议一方放弃对协议另一方侵权或违约的追求，并不意味着放弃其他任一条款、权力、补救措施、或对侵权或违约的追求，无论这些放弃的性质是否相同或类似。

32. MODIFICATIONS 协议修改

No modification of the Order, including any waiver of or addition to any of the Terms, shall be binding upon GRAMMER, unless made in writing and signed by GRAMMER's authorized representative.

订单的修改，包括对任一条款的放弃或添加，都不会对格拉默具有约束力，格拉默的授权代理人以书面方式对协议进行修改并签字的情形除外。

33. TORT OBLIGATIONS 侵权责任

GRAMMER's rights and Supplier's obligations under the Order shall not limit in any way whatsoever Supplier's common-law tort obligations or GRAMMER's right to sue in tort in addition, or as an alternative, to suing in contract.

本订单下规定的格拉默的权利和供应商的义务无论如何都不得限制供应商的普通法下的侵权责任或限制格拉默就合同或侵权事宜提起诉讼的权力。

34. RELATIONSHIP OF THE PARTIES 协议双方的关系

Supplier and GRAMMER are independent contracting Parties and nothing in the Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does the Order grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

供应商与格拉默是独立的契约方。无论如何，订单中并无条款使协议一方成为协议另一方的代理人或法定代表人，此外，订单并不会授权协议一方代表协议另一方或以协议另一方的名义去承担任一义务。供应商在履行订单下的义务而聘用的人员不得被视为格拉默的雇员。

35. SEVERABILITY 可分割性

If any provision of the Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision 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 Order shall remain in full force and effect.

如果本订单中的任一条款因任一法令、法规、条例、行政指令或其他法律规则而无效或不可执行，则此条款应被视为已据实际情形而被调整或删除，但此等调整或删除以遵守前述法令、法规、条例、行政指令或其他法律规则为限。订单上的任一条款被调整或删除后，余下条款仍然保持完全有效。

36. NOTICES 通知

Except as otherwise expressly stated in the Order, any notice given or other communication sent under the Order shall be in writing and shall be properly delivered to its addressee by hand, prepaid courier, registered mail, e-mail (receipt confirmed) or facsimile (receipt confirmed) at the applicable address noted on the face of the Order. Any notice or communication given as provided herein shall be deemed to have been received at the time of its delivery if delivered by hand, on the business day following its dispatch if transmitted by courier, e-mail or facsimile or on the third business day following its mailing if transmitted by registered mail. Either party may notify the other party, in the manner provided for herein, of any change of address, for the purpose of giving notices or sending communications under the Order.

除非订单中另有明确规定，据订单规定发送的任一通知或其他信函应采取书面形式，并应按照订单首页标明的地址妥善将此等通知或信函通过亲手送达、快递、挂号信、电邮（回执确认）或传真（回执确认）送达至收信人处。本采购条款下的任一通知或信函将被视为已经顺利送达：（1）采用直接送达的，送达当日即为送达日；（2）采用快递、电邮或传真的，发送日下一个工作日即被视为顺利送达日；（3）采用邮寄的，邮寄日后第三个工作日即被视为顺利送达日。协议一方可以通过协议另一方或订单要求的方式将地址变更情况告知协议另一方，以便发送订单下规定的通知或信函。

37. ENTIRE AGREEMENT, GRAMMER'S WEBSITE 完整协议 格拉默公司网站

37.1 Except as described in the Order, together with any attachments, exhibits, supplements or other terms of GRAMMER specifically referenced therein, constitutes the entire agreement between Supplier and GRAMMER with respect to the matters contained in the Order.

除订单及其任一附件所述，本文件所具体提及的格拉默的图表、附件或其他条款构成供应商与格拉默公司就订单所列内容所达成的完整协议。

37.2 GRAMMER may modify purchase order terms and conditions from time to time by posting revised purchase order terms and conditions to GRAMMER's internet website (or such other website as may be directed through links available on such website) as specified on the face of this Order ("**GRAMMER's Website**") at: , prior to the date when any modified terms and conditions become effective. Such revised purchase order terms and conditions shall apply to all purchase order revisions/amendments and new Orders issued on or after the effective date thereof. Supplier shall be responsible to review GRAMMER's Website periodically.

格拉默可在修订的采购订单条款生效日之前通过在本订单首页指定的格拉默公司网站 <http://www.grammer.com/en/supplier-support/purchasing.html>（或该网站上链接所指向的其他网站）上张贴

修订过的采购订单条款不时地修改采购订单条款。此等修订的采购订单条款应适用于所有已经修订/修正的采购订单和生效日当天或之后发布的新订单。供应商应负责定期查看格拉默公司网站。

- 37.3** GRAMMER's Website may also contain specific additional requirements for certain items covered by this Order, including labelling, packaging, shipping, delivery and quality specifications, procedures, directions and/or instructions. Any such requirements shall be deemed to form part of these Terms and the Order. GRAMMER may periodically update such requirements by posting revisions thereto on GRAMMER's Website. In the event of any inconsistency between the Order and GRAMMER's Website, the terms of the Order shall prevail, unless the requirements specified on GRAMMER's Website expressly provide otherwise.

格拉默公司网站也可包含针对本订单上所列某些项目的特定的额外要求，这些项目包括但不限于标签、包装、装运、交付和质量规范、程序、指令和/或指示。任何此等要求应被视为上述条款和订单的组成部分。格拉默可通过在自身网站上张贴修订后的内容来定期更新此等要求。如果订单与格拉默公司网站出现任何不同之处，应以订单的条款为准，除非格拉默网站上列出的要求中另有其他规定。

38. GOVERNING LAW AND JURISDICTION 管辖法律和管辖权

- 38.1** In case any dispute arising from or in connection with the terms of this Agreement fails to be settled by both PARTIES through consultation, the PARTY with the dispute shall submit the dispute to the China International Economic and Trade Arbitration Committee (CIETAC) in Beijing. The result of arbitration is final and binding upon both PARTIES. During the dispute consultation and arbitration period, both PARTIES promise to continue performing the rights and obligations that are not affected by the dispute. The Agreement shall be written in Chinese and English with equal legal force. In case of any inconsistency in interpretation between the Chinese and English contents, the English version shall prevail.

如果因本协议条款引起的或与本协议条款有关的任何争议双方未能通过协商解决，有争议的一方应将此争议提交到在北京的中国国际经济贸易仲裁委员会(CIETAC)。仲裁结果是终局的并对双方具有约束力。在争议协商和仲裁期间，双方承诺仍继续履行不受争议影响的权利和义务。本协议用中文和英文写成，具有同等效力。如果在中文和英文之间的解释存在不一致之处，以英文版本为准。

- 38.2** The terms of this Agreement shall be governed in accordance with the laws of the People's Republic of China. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 and the applicable conflict of laws principles are hereby expressly excluded.

本协议条款应依据中华人民共和国法律管辖。1980年4月11日联合国国际货物销售合同公约（CISG）的应用和适用的法律冲突的原则，特此明确排除在外。