

Terms and Conditions of Purchase - Unipoint China

[采购通则—泰祥]

1. General

总则

Our Terms and Conditions of Purchase shall apply exclusively; Business terms and conditions of the Supplier conflicting with or Supplier's deviating from our Terms and Conditions of Purchase are only recognized insofar as we expressly agreed to them in writing. Acceptance or payment of goods and services from the Supplier (hereinafter referred to as Products) does not constitute agreement.

我方采购通则应被排他性适用，供应商与我方采购通则相冲突的商业条件与条款或供应商对我方采购通则的曲解，我方不予承认，除非经我方书面明确同意；接受或就供应商的货物或服务（以下简称“产品”）付款并不构成我方的同意。

2. Conclusion of and Modifications to Contract

合同的订立和修改

- 2.1 Orders, Contracts and order releases as well as modifications and supplements thereto must be placed and made in writing.
订单、合同订立以及订单的下达及其修改和补充均须以书面形式作出和进行。
- 2.2 Oral agreements of any kind – including subsequent modifications and supplements to our Terms and Conditions of Purchase must be confirmed by us in writing to become effective.
任何形式的口头协议——包括对我方采购通则后续的修改与补充，都必须经我方书面确认后方能生效。
- 2.3 The written form requirement is also deemed complied with if communications are sent by remote data transmission or facsimile transmission.
通过电子数据交换或传真的方式进行的交流也视为符合书面形式要求。
- 2.4 Cost estimates are binding and are not to be compensated unless otherwise expressly agreed by us.
除非我方明确同意，预计成本具有约束力，且无须予以补偿。
- 2.5 We are entitled to cancel the order if the Supplier does not accept the order within two weeks of receipt thereof.
如果供应商在收到订单的两周内没有接受订单，我方有权取消订单。
- 2.6 Call-off Order releases within the framework of order and call-off order release planning become binding if the Supplier does not object within two working days of receipt thereof.
凡在订单和分订单下达计划框架内下达的分订单，如供应商在收到订单下达后的两个工作日内没有书面提出反对意见的，则订单生效。
- 2.7 The Agreement on Quality, Occupational Health and Safety, Environmental Protection and Social Responsibility for Suppliers (Quality Assurance Agreement), the Logistics Manual and the Delivery and Packaging Specifications of Unipoint form an integral part of the Contract.
泰祥有限公司的质量、职业健康与安全、环境保护及社会责任协议（“质量保证协议”）、物流手册以及交货和包装规格为本合同不可分割的一部分。

3. Delivery

交付

- 3.1 Deliveries deviating from our Contracts and orders are only admissible if our prior written approval is given.
若提供的货物与我方合同和订单约定不符，则仅在我方事先书面同意的情况下才予认可。
- 3.2 Agreed periods and dates are binding. Punctual compliance with the delivery periods and delivery dates is determined by the date of receipt of the Products by us. Unless delivery “free at our factory gate” is agreed (DAP or DDP Incoterms 2010), the Supplier shall make the Products available in good time, taking

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account of the time for loading and shipment to be agreed with the forwarder.

双方同意的交付期限和交付日期对双方具有约束力。是否严格符合交货期限和交货日期以我方收到产品的日期为准。除非一致同意适用“免费至目的地（我方指定工厂）交货”（DAP 或 DDP，2010 年国际贸易术语解释通则），供应商应根据与承运人商定的装船时间和运输时间及时将产品备好。

- 3.3 If the Supplier is responsible for set-up or installation and unless otherwise agreed, the Supplier shall bear all the necessary incidental costs such as travel expenses, provision of tools and daily allowances.

如果供应商负责设置或安装，除非双方另行约定，供应商应承担所有必需的额外费用，例如交通费、工具的提供和每日的津贴。

- 3.4 The Supplier shall be fully liable for extra cost and all damages and losses due to the late delivery if the agreed delivery deadlines are not met. If the Supplier anticipates difficulties with respect to production, the supply of precursor material, compliance with the delivery period or similar circumstances that could interfere with Supplier's ability to deliver punctually or to deliver the agreed quality, the Supplier must immediately notify our ordering department.

如果供应商未能在双方同意的交付期限内交货，则供应商应全部承担所有额外费用并赔偿因延迟交付产品导致的所有损害和损失。如果供应商预见到生产、所需原料供应、按时交货方面可能出现困难或类似情况从而可能影响其按时交货能力或按约定质量交货，供应商应立即通知我方的订货部门。

- 3.5 The unconditional acceptance of a delayed delivery or service does not constitute a waiver of claims to which we are entitled due to the delayed delivery or service; this applies pending full payment of the amounts owed by us for the delivery or service in question.

无条件接受延迟交付的货物或服务并不构成我方对该等延迟交付货物或服务享有的索赔权的放弃；前述同样适用于因交付和服务存在问题，我方暂停全额支付我方应支付的款项。

- 3.6 Partial deliveries are inadmissible unless we expressly agreed to them.

除非我方明确同意，否则，部分交付不被接受。

- 3.7 The values established by us during the incoming goods inspection shall determine the quantities, weights and measurements subject to the reservation of different values being proved.

货物数量、重量和尺寸以我方在进货检验期间获取的数值为准，除非能证明不同的数值已作保留。

- 3.8 We have the right to use software belonging to the scope of delivery, including the software documentation, to a legally permissible extent.

我方有权对属于交付范围内的软件（包括软件资料文件），在法律允许的范围内进行使用。

- 3.9 We also have the right to use such software, including the software documentation, with the agreed performance characteristics and to the extent necessary for the use of the Products in accordance with the Contract. We also have the right to make a backup copy even without an express agreement.

我方也有权按照约定的使用特征并根据合同为使用产品之必要而使用该软件，包括软件的资料文件；我方有权不经明确同意复制上述软件及资料作为备份。

4. Force Majeure

不可抗力

- 4.1 Acts of God, operational disturbances without fault, unrest, governmental measures and other unavoidable events discharge us from our obligation to take punctual delivery for the duration of such event. During such events and for a two week period thereafter we are entitled – notwithstanding our other rights – to withdraw from the Contract in whole or in part, provided that such events are not of inconsiderable duration and our requirements are considerably reduced as the Products have to be procured elsewhere as a result thereof.

自然灾害、非我方过错引起的运营中断、局势动荡、政府措施以及其他不可避免的事件的发生将免除我方在该事件发生期间的按时接受交付义务。如果该等事件持续时间并非微不足道且因产品不得不在其他地方生产而导致我方购买需求极大的减少，在该等事件的持续期间及随后两周，在不影响我方其他权利的前提下，我方有权全部或部分撤

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销合同。

- 4.2 The provisions of paragraph 4.1 above also apply in the case of labor disputes.
上述第 4.1 条亦适用劳动争议事件。

5. Advice of Dispatch and Invoice 发货通知和发票

The details in our orders and order releases shall apply. An invoice showing the invoice number and other allocation references is to be sent in one copy to the respective printed mailing address; the invoice must not be enclosed with the shipments. 我方订单和批准的订单的具体内容应适用。发票编号和其它参照信息应记载于同一张发票中并寄往各个印制的地址，发票不得附在装船货物中。

6. Pricing and Passing of Risk 定价和风险转移

Unless otherwise agreed, the prices are “Delivered at Place” (DAP Inco-terms 2010) including packaging. Value added tax (VAT) is not included. The Supplier bears all risks of loss or of damage to the Products until the Products are received by us or by our representative at the location to which the Products are to be delivered in accordance with the Contract.

除非另行约定，价格（包装成本包括在内）适用“目的地交货”（DAP，2010 年国际贸易术语解释通则）。增值税（VAT）不包括在内。产品在根据合同约定的交付地点交付给我方或我方代表前的产品的所有损害和损失风险，由供应商承担。

7. Payment Terms 支付条款

The payment term shall be agreed upon in separate agreement case by case. Payment is subject to invoice verification. 支付条款应根据个案在另外的协议中予以确认。付款应在对发票确认无误后进行。

8. Claims Based on Defects 对缺陷产品的索赔和追索

- 8.1 Acceptance is effected subject to the reservation of an examination for faultlessness, in particular also including accuracy and completeness, insofar and as soon as this is pertinent in the ordinary course of business. We will give notice of any defects found immediately after their discovery. To this extent the Supplier waives the objection to delayed notification of defects. 在缺陷检验，尤其是对无误、完整性的检查以及正常的业务过程中有关的检查完成后，货物的接受产生效力。我方将在发现任何缺陷后立即发出通知。供应商放弃对延迟发出的缺陷通知提出异议的权利。
- 8.2 The provisions of statute relating to defects as to quality and defects of title apply except insofar as otherwise provided hereinbelow.
除非下文另有规定，法律对质量缺陷和权利缺陷的相关规定应当予以适用。
- 8.3 In principle we have the right to select the type of supplementary performance. The Supplier may refuse the type of supplementary performance we selected if it is only possible at disproportionate expense.
原则上，我方有权选择继续履行的方式。供应商有权拒绝我方选择的继续履行的方式，如果我方选择的方式导致供应商承担不合理的费用。
- 8.4 In the event that the Supplier does not commence rectifying the defect immediately after our request to remedy it, in urgent cases, especially to ward off acute danger or to prevent damage, we are entitled to undertake such rectification by ourselves or to have it undertaken by a third party at the expense of the Supplier.

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如果供应商没有在我方要求其修正缺陷后立刻开始修正该等缺陷，则在紧急情况下，尤其是为了避免濒临的风险或防止损失，我方有权自行或通过第三方修正该等缺陷，相关费用由供应商承担。

8.5 In case of defects of title, the Supplier shall also hold us harmless from any third party claims possibly existing, unless the Supplier is not accountable for the defect of title.

如存在权利缺陷，供应商应使我方免受任何第三方可能存在的索赔，除非供应商对该权利缺陷没有责任。

8.6 Except as otherwise expressly agreed, the warranty period for any defect of Products provided by the Supplier shall be no less than 3 years from the date of completion of provision and commission for Products.

除非另行约定，供应商对所供应的产品的任何缺陷的保修期不得低于3年，从产品供货及调试完成之日起算。

8.7 If the Supplier performs its obligation to effect supplementary performance by supplying a substitute product, the warranty period of the Products delivered in substitution shall start to run anew after delivery thereof unless, when effecting the supplementary performance, the Supplier explicitly and appropriately made the reservation that the substitute delivery was effected purely as good will, to avoid disputes or in the interests of continuation of the delivery relationship.

如果供应商以更换产品的方式履行自己的继续履行合同义务，则替代交付的产品的保修期自交付日起重新计算，除非在实施继续履行时，供应商明确并适当作出以下保留，替代交付仅为保持声誉、避免纠纷或为了交货关系的持续。

8.8 Should we incur expenses as a result of the defective delivery of the Product, in particular transport, carriage, labor costs, assembly and disassembly costs, costs of material or costs of incoming goods control exceeding the normal scope of the control, such costs shall be borne by the Supplier.

如我方因缺陷产品的交付而发生费用，尤其是交通费、运费、劳务成本、组装和拆装成本、材料成本或因对购进货物的控制高于正常控制范围而发生的成本，都应由供应商承担。

9. Product Liability and Recall 产品责任和召回

9.1 In the event a product liability claim is asserted against us, the Supplier is obliged to hold us harmless from such claims if and to the extent the damage or loss was caused by a defect in the Product supplied by the Supplier.

如果出现针对我方提出的产品责任索赔，且如果该等损害是因供应商提供的货物或服务的缺陷引起的，则供应商有义务使我方免于遭受因该等索赔引起的损失。

9.2 In the cases of paragraph 9.1 above, the Supplier assumes all costs and expenses, including the costs of any legal action.

在前述9.1条的情况下，供应商应承担所有成本和费用，包括任何诉讼费用。

9.3 In all other respects the provisions of statute shall apply.

在其他方面，将适用法律的规定。

9.4 Prior to any recall action which is partially or wholly due to a defect in a Product supplied by the Supplier, we will notify the Supplier, give the Supplier the opportunity to collaborate and discuss with the Supplier the efficient conduct of the recall action, unless no notification of or collaboration by the Supplier is possible on account of the particular urgency. The costs of the recall action shall be borne by the Supplier insofar as a recall action is due to a defect in a Product supplied by the Supplier.

在进行因供应商提供的产品的全部或部分缺陷而进行的任何召回活动之前，我方将通知供应商，为供应商提供合作机会并与供应商讨论有效率的召回方式，因情况的紧急程度而无法通知供应商或与供应商合作的除外。因供应商提供的产品的缺陷而遭致的召回，召回费用应由供应商承担。

10. Rights of Withdrawal and Termination 解除与终止权

10.1 In addition to the statutory rights of rescission, we have the right to withdraw from or terminate the contract with immediate effect if

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除了法律规定的解除与终止权之外，我方有权在下列情形下立即解除或终止与供应商的任何合同：

- a) the supplier has stopped supplying its customers;
供应商已停止向客户供货；
- b) there is or threatens to be a fundamental deterioration to the financial circumstances of the supplier and as a result of this, the performance of a supply obligation to us is in jeopardy;
供应商的财务状况严重恶化或面临可能严重恶化的威胁，并导致供应商可能无法向我方履行其供货义务；
- c) the supplier meets the criteria for insolvency or over-indebtedness; or
供应商符合破产或资不抵债的标准；或
- d) the supplier stops making its payments.
供应商停止付款。

10.2 We also have the right to withdraw from or terminate the contract if the supplier files an application for insolvency or comparable debt settlement proceedings to be initiated with respect to its assets.

如供应商申请破产或就其资产申请类似的债务清偿程序，我方亦有权解除或终止与供应商的任何合同。

10.3 If the supplier rendered part performance, we only have the right to cancel the whole contract if we have no interest in the part performance.

对于供应商部分履行其合同义务的，如我方就该部分履行无法受益，则我方有权解除或终止整个合同。

10.4 If the supplier's delay delivery lasts more than 2 weeks, we have the right to withdraw from or terminate the related contracts and orders.

如供应商迟延交付超过二周，我方有权解除或终止与该迟延交付相关的合同和订单。

10.5 If the supplier's Products deviate from our Contracts and orders and the supplier fails to rectify the deviation within appropriate period as we required, we have the right to withdraw from or terminate the related contracts and orders.

如供应商提供的产品与我方合同和订单中的约定不符且未能在我方要求的适当期限内予以纠正，我方有权解除或终止该相关的合同和订单。

10.6 If we withdraw from or terminate the contract by virtue of the foregoing contractual rescission rights or respective termination rights, then the supplier must compensate us for the loss or damage incurred as a result, unless the supplier was not responsible for the rights arising to withdraw from or terminate the contract.

如我方基于上述解除或终止权解除或终止合同，则供应商应赔偿我方因此而遭受的损失，非因供应商原因导致我方解除或终止合同的除外。

10.7 Statutory rights and claims shall not be limited by the regulations included in this Section 10.

依据法律所享有的权利和索赔应不受本第 10 条规定的限制。

11. Conducting Work

开展工作

Persons who carry out work on our factory premises in fulfillment of the Contract must observe the respective plant regulations. The liability for accidents suffered by these persons on our factory premises is excluded except to the extent caused by willful or gross negligent breach of duty by our legal representatives or persons employed in the performance of our obligations.

在我方工厂内为履行合同而开展工作的人员必须遵守各工厂的规定。我方不对该等人员在我方工厂内遭受的意外事故承担责任，除非该意外事故是因我方法定代表人或雇员在履行职务的过程中的故意或重大过失行为所致。

12. Provision of Materials

供应

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Materials, parts, containers and special packaging provided by us remain our property. These may only be used as designated. The materials are processed and parts assembled for us. It is agreed that we are co-owner of the products manufactured with our materials and parts in proportion to the value of the materials or parts provided in relation to the value of the whole product; such products shall be kept safe for us by the supplier to this extent.

由我方提供的材料、零部件、集装箱和特殊包装属于我方的财产。该等物品仅可按指定的方式使用。该等材料是为我方加工的与组装的。双方同意，我方为利用我方材料和零部件生产的产品的共同所有人，共有份额为我方提供的材料或零部件的价值占总产品整体价值的比例，供应商应在该等程度内为我方妥善保管该等产品。

13. Documentation and Confidentiality

文件及保密

- 13.1 The Supplier shall keep confidential with respect to third parties all business and technical information made available by us (including features which may be derived from objects, documents or software provided and any other knowledge or experience) (hereinafter referred to as “Information”) as long and to the extent that it is not proven public knowledge, and it may only be made available to those persons in the Supplier’s business facility who necessarily need to be involved in the use thereof for the purpose of delivery to us and who are also committed to confidentiality; the Information remains our exclusive property. Without our prior written consent, such Information must not be duplicated or exploited except for deliveries to us. At our request, all Information originating from us (if appropriate also including any copies or records made) and loaned items must be, without undue delay, returned to us in full or destroyed.

对于从我方获知的所有商业或技术信息（包括知悉的标的物的特征、交付的文件或软件以及任何其他信息或经验）（以下简称“信息”），只要未为公众所知的，供应商应当对第三方保密，并且该等信息只能在供应商营业场所内，提供给为向我方供货之目的而需要使用该等信息的人员，且该等人员也应被要求对该等信息予以保密。该等信息应为我方专有财产。未经我方事先书面同意，该等信息（向我方交付除外）不得被复制或利用。在我方要求时，从我方获得的所有的信息（包括任何复印件或所作的纪录，如可行）以及借用的资料应当立即完全返还给我方或销毁。

We reserve all rights to such Information (including copyright and the right to file for industrial property rights such as patents, utility models, semiconductor protection, etc.). In the event this is provided to us by third parties, the reservation of rights also applies for the benefit of such third parties.

我方保留对该等信息的所有权利（包括著作权和申请各类工业产权，如专利、实用新型、半导体保护等的权利）。如果上述信息由第三方提供给我方，该等权利保留同样适用于该第三方。

- 13.2 Products manufactured on the basis of documentation drafted by us such as drawings, models and the like, or based on our confidential information, or manufactured with our tools or with tools modeled on our tools, may neither be used by the Supplier itself nor offered or supplied to third parties. This also applies analogously to our print orders.

基于我方设计的文件（例如图纸、模型和类似文件）或基于我方的保密信息或通过使用我方模具或根据我方模具制作的模具模型而生产的产品，供应商既不能自己使用，也不能提供或供应给第三方。本条款同样适用于我方的印制订单。

14. Export/Import Control and Customs

进口/出口控制及海关

The Supplier shall be obliged to inform us about any applicable (re-) export or import licence requirements for the Products under the People’s Republic of China laws and customs regulations as well as the export or import control laws and customs regulations of the country of origin / shipment of the Products. Therefore, at least in his offers, order confirmations and invoices the Supplier shall provide the following information with respect to the Products:

供应商有义务通知我方根据中华人民共和国法律和海关条例以及产品原产地国或起运国的进口或出口控制方面的法律及海关条例中对产品的进出口许可要求。因此，在供应商的要约、订单确认及发票中，供应商应提供产品的以下信息：

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- country of origin of the Products and of the components thereof, including technology and software;
- 产品的原产地国及产品的构成，包括技术和软件；
- any transport of the Products through PRC, manufacture or stocking of the Products in the PRC and whether the Products have been manufactured by using Chinese technology;
- 任何在中国境内的对产品的运输、生产或在中国境内对产品的储存及该产品的生产是否使用了中国的技术；
- HS-Code of the Products; and
- 产品海关编码；及
- a contact person in his organisation to provide further information to us upon request;
- 供应商的组织机构中，经我方要求后负责向我方提供信息的联系人；
- any other supportive documentations (if necessary) upon our request.
- 经我方要求后提供的任何其他支持文件（如有必要）。

Upon our request the Supplier shall provide any other foreign trade data with respect to the Products and their components in written form and shall inform us on all changes to such data without undue delay and prior to supply to us.

经我方要求，供应商应以书面形式向我方提供产品的任何其他外贸数据和构成要件并应在供货前及时通知我方所有该等外贸数据的变化情况。

15. Compliance

合规

15.1 The Supplier shall comply with the respective statutory provisions of both the PRC and the country of origin of Products, governing the treatment of employees, environmental protection and health and safety at work and to work on reducing the adverse effects of its activities on human beings and the environment. In this respect the Supplier shall set up and further develop a management system in accordance with ISO 14001 within the realms of its possibilities. Further, the Supplier shall comply with the principles of the UN Global Compact Initiative relating basically to the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination when personnel is engaged and employed, the responsibility for the environment and the prevention of corruption. Further information on the UN Global Compact Initiative is available at: www.unglobalcompact.org.

供应商应遵守中国及产品原产地国关于员工待遇、环境保护、工作安全与健康及减少其活动对人类与环境带来的负面影响方面的相应的法律条文的规定。供应商应依据 ISO14001 在可能的情况下设立并进而开发一套管理体系。而且，供应商应遵守联合国全球契约中关于国际人权保护、集体谈判权、废除强迫劳动和童工、消除就业人员之间的歧视、对环境的责任和防止腐败的规定。关于联合国全球契约的规定见：www.unglobalcompact.org。

15.2 In the event that a supplier repeatedly violates the law and/or violates the law despite being given respective advice, and fails to evidence that the violation of the law has been cured as far as possible and that appropriate precautions have been taken to avoid violations of the law in future, we reserve the right to terminate or withdraw from existing contracts without notice.

如供应商多次违反法律和/或尽管被给予相应建议仍违反法律，且供应商未能证明其违法行为已被尽可能纠正且已采取适当预防措施以避免将来再次违反法律，我方保留无须通知而解除或终止已与供应商签署的所有现存的权利。

16. Place of Performance

履行地

The place of performance is the place to which the goods are to be delivered in accordance with the contract or where the service is to be rendered.

本合同的履行地为本合同规定的货物交付地或服务履行地。

17. Miscellaneous

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A Bosch Group Company

Terms and Conditions of Purchase - Unipoint China

[采购通则—泰祥]

其他

- 17.1 If one of the provisions of these Terms and Conditions of Purchase and of additional agreements reached should be or become ineffective, this shall not affect the validity of the Terms and Conditions of Purchase in other respects. The parties hereto are obliged to agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision.
如果本采购通则以及附加协议的某一规定无效或变成无效，则该等规定的无效将不影响采购通则在其他方面的效力。双方有义务就此达成一条新的规定以代替无效的规定，该新规定应当尽可能反映无效规定所体现的经济原意。
- 17.2 The contractual relationships shall be governed exclusively by the published laws and regulations of the PRC. If the PRC laws and regulations do not address a particular matter relating to the Contract, reference shall be made to general international commercial practice recognized in the PRC.
本合同关系受中华人民共和国已公布的法律、法规排他性管辖。如果中国法律法规未对与本合同关系有关的某一特定事项作出规定，则应参照在中国被认可的一般国际商业惯例。
- 17.3 Any dispute, controversy or claim arising out of or relating to these Terms and Conditions of Purchase shall be submitted to China International Economic and Trade Arbitration Commission Shanghai (CIETAC Shanghai) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award shall be final and binding upon the parties, and any party may apply to a court of competent jurisdiction for enforcement of such award.
凡因本采购通则引起的或与本采购通则有关的任何争议、争论或主张均应提交上海中国国际经济贸易仲裁委员会，按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方都有约束力，任何一方都有权向有管辖权的法院申请强制执行该仲裁裁决。
- 17.4 The Chinese version and the English version of these Terms and Conditions of Purchase shall have same legal force. In case of any inconsistencies, the English version shall prevail.
本采购通则的中文文本和英文文本具有同等法律效力。如有任何不一致之处，应以英文文本为准。