

General Terms and Conditions of Purchasing of Coroplast Group in China

科洛普集团中国采购一般条款和条件

1. Scope of Application

- 1.1 The following Terms and Conditions of Purchasing apply exclusively to all purchases of goods or services by WeWire Harness (Kunshan) Co., Ltd., WeWire Harness (Mianyang) Co., Ltd., Coroplast Tape Technology (Kunshan) Co., Ltd. and Coroflex Cable Technology (Kunshan) Co., Ltd. (hereinafter individually referred to as Purchaser).
- 1.2 Other terms and conditions do not become part of the purchase contract concluded as below with suppliers even if Purchaser has not expressly objected to their application. Under no circumstances can Purchaser's acceptance of a shipment/performance without express objection be interpreted as Purchaser's acceptance of the supplier's terms and conditions of delivery.
- 1.3 These Terms and Conditions of Purchasing also apply to any future contractual relationships with the supplier.
- 1.4 These Terms and Conditions of Purchasing shall not apply to consumers.

2. Conclusion of Contract

- 2.1 The conclusion of purchase contracts for goods will take the form of either a delivery schedule procedure or single orders.
 - 2.1.1 If the delivery schedule procedure is followed, Purchaser will transmit delivery schedules by fax, remote data transmission (e.g. EDI) or email to the supplier; the delivery schedules are subject to the conditions agreed in separate agreements.
 - 2.1.2 The delivery schedule contains the estimated demand for a time period specified in the delivery schedule. If the supplier does not object to the delivery schedule within two (2) workdays, the following purchase contract shall be deemed concluded:
 - a) the supplier shall deliver the quantities shown with the dates marked by "D" on the stipulated dates ("short-term planning"), and
 - b) all delivery dates marked by "W" are forecasted quantities for the supplier's information and capacity planning so that the supplier can supply WeWire accordingly. The supplier is obligated to supply the quantities that fall within the range of the forecasted quantities. A purchase contract for these quantities, however, is not concluded until WeWire includes these quantities in the short-term planning in a later delivery schedule.
 - 2.1.3 For the supply of Products, Purchaser expects 100% supply security and short response time to fluctuations in demand. If required, the supplier shall establish buffer stocks to ensure those requirements.
 - 2.1.4 A formal order confirmation is not required to establish the supplier's obligation of delivery in the delivery schedule procedure. If there are circumstances giving rise to objection to the specified quantities and/or dates, the objection shall be submitted in a separate letter (or fax) that concerns exclusively this specific point. Should Purchaser nevertheless receive an order confirmation in the delivery schedule procedure, the supplier herewith waives any right to invoke such order confirmation.
 - 2.1.5 Purchaser may also request supplies in the form of single orders. The purchase contract concerning a single order shall be deemed concluded concurrently with the supplier's order confirmation, provided that the order confirmation is identical in content with the single order. If an order confirmation is not received within two (2) workdays, WeWire may revoke the single order at any time free of charge.

1. 适用范围

- 1.1 以下购货一般条款和条件，仅适用于购买维联线束（昆山）有限公司、维联线束（绵阳）有限公司、科洛普胶带技术（昆山）有限公司以及科洛福电缆技术（昆山）有限公司（以下各称为买方）的所有产品和服务。
- 1.2 其他条款和条件不构成与供应商订立的购货合同的一部分，即使买方没有明确反对其适用。无论在何种条件下，如果买方没有明确地反对接受运输/履行，这不得解释为买方接受供应商的交付条款和条件。
- 1.3 本条款和条件同样适用于未来与供应商之间的合同关系。
- 1.4 本采购条款和条件不适用于消费者。

2. 合同订立

- 2.1 货物购买合同的订立将采取交货安排或独立订单的形式。
 - 2.1.1 如果采用交货安排的形式，买方将通过传真、远程数据传输（如：EDI）或电子邮件向供应商发送交货安排，交货安排应当符合另行约定的协议条件。
 - 2.1.2 交货安排包含对特定时间段的预估要求。如果供应商在买方发出交货安排后的两（2）个工作日内没有反对交货安排，以下购买合同应视为订立：
 - a) 供应商应在规定的日期交付标记为“D”日期的数量的货物（短期计划），以及
 - b) 所有标记为“W”的日期都是供供应商参考的信息和产能计划的预期数量，供应商以对买方进行相应供货。供应商有义务保证相应产能并供应预期数量范围内的货物。但是，这些数量货物的购买合同直至买方将这些数量归入短期计划和下一交货安排订立。
 - 2.1.3 对于产品的供应，买方要求 100% 的供应保证以及对于波动的及时响应。如有要求，供应商应准备库存货物来确保满足这些要求。
 - 2.1.4 在交货安排程序中，供应商交货义务的设定并不需要正式的订单确认函。如有需要否定约定的数量和/或日期的情况发生，否定应通过单独的邮件（或传真）提交，并专门说明这一问题。但是，如果买方在交货安排中收到订单确认函，那么供应商在此放弃任何援引该等订单确认函的权利。
 - 2.1.5 买方同样有权通过独立订单的形式要求供应。如订单确认函与独立订单的实质性内容一致，那么关于独立订单的购货合同应视为在供应商确认订单同时订立。如果在发出独立订单后的两（2）个工作日内买方没有收到订单确认函，买方有权随时撤销独立订单，并不发生任何费用。

- 2.2 The information generated, sent, received or filed by electronic, optical or any other technology including emails, EDI-messages and facsimile as referenced in these Terms and Conditions of Purchasing, shall have legal effects in terms of the Chinese Civil Code as if it was chopped with the proper seal of the corresponding party.
- 2.3 If the supplier prepares a quotation based on a query from Purchaser, it shall observe precisely the specifications in the query and expressly point out any deviations from the specifications the quotation may contain.
- 2.4 Remuneration for visits or the preparation of quotations, projects etc. will not be paid unless remuneration has been expressly agreed or there is a statutory claim to remuneration.
- 2.5 The supplier shall maintain confidentiality regarding the conclusion of the contract and may not refer to the business relationship with Purchaser in its advertising materials until Purchaser has given its written consent to the reference.

3. Prices, Shipment, Packaging

- 3.1 The agreed prices are fixed prices, including packaging, and exclude any subsequent claims of any nature. Unless otherwise agreed in writing, goods will be delivered, including packaging, "DDP Named Destination" (Incoterms 2020). If a price has been agreed as "EXW" (Incoterms 2020), "FCA" (Incoterms 2020), "ex works", "ex warehouse" or similar conditions, the regular forwarder specified by Purchaser shall be engaged.
- 3.2 Delivery notes, bills of lading, invoices and all correspondence shall include Purchaser's order number. Quotations shall be designated with the query number
- 3.3 Purchaser accepts only the ordered quantities or number of units. Excess or shortfall deliveries are only allowed with Purchaser's prior consent.
- 3.4 The supplier is obligated to accept return of packing materials in accordance with statutory provisions. The goods must be packed in such a manner that transport damage is avoided. Packing materials shall be used only to the extent required to achieve this result. Where appropriate, environmentally friendly packing materials shall be used whenever possible. If, in exceptional cases, Purchaser is billed separately for packing materials, WeWire is entitled to return to the supplier freight paid any packing material that is in good condition against reimbursement of 2/3 of the value specified in the invoice.

4. Billing, Payment

- 4.1 Invoices shall be submitted separately in the required form, together with all relevant documents and data necessary for understanding, following completion of the delivery or services. Until a correctly issued invoice has been submitted, Purchaser has the right to refuse payment. The actual quantities, weights or other units used as the basis of the shipment as well as the agreed prices are decisive for payment.
- 4.2 Unless otherwise agreed in writing, Purchaser pays sixty (60) days net. The payment shall be deemed timely if a transfer order is submitted on the last day of the payment period.
- 4.3 If certifications of material inspections have been agreed, they comprise an essential component of the delivery and shall be sent to Purchaser with the delivery, but no later than five (5) days after receipt of the invoice. The payment period does not commence until the agreed certification has been received.
- 4.4 The settlement of an invoice shall not be deemed the waiver of a complaint due to defects related to the billed goods or services. In the event of incorrect delivery or service performance, Purchaser is entitled to retain payment proportionately until correct fulfilment.

- 2.2 本采购条款及条件中所提及的通过电子、光学或其他技术方式（包括但不限于电子邮件、电子数据交换（EDI）信息 & 传真）生成、发送、接收或存档的信息，均应根据《中华人民共和国民法典》的规定，与加盖相应方合法印章的书面文件具有同等法律效力。
- 2.3 如果供应商根据买方的询价提供报价，其应准确遵守询价的规定，并明确指出任何报价可能包含的对于询价规定的变动。
- 2.4 访问或准备报价的报酬将不会支付，除非双方明确约定支付报酬，或存在对于报酬的法定权利。
- 2.5 供应商应对合同的订立保密，并不得在宣传资料中提及与买方的商业关系，除非买方书面同意。

3. 价格，装运，包装

- 3.1 双方约定的价格是固定价格，包括包装，并排除之后任何性质的主张。除非另有书面约定，货物的交付，包括包装，将采取“DDP 指定目的地”（贸易术语 2020）条件。如果双方约定价格采取“EXW”（贸易术语 2020）、“FCA”（贸易术语 2020）、“工厂交货”、“仓库交货”或其他类似条件，买方指定的日常货运代理人将参与其中。
- 3.2 交货通知、提单、发票和所有相应的文件应包含买方的询价号。
- 3.3 买方只接受订购数量的货件。只有买方事先同意，才允许超额或短量的交付。供应商应对超额或短量交付产生的费用和损失承担责任。
- 3.4 根据法律规定，供应商有义务接受返还包装材料。货物的包装必须能防止运输过程中的损坏。使用的包装材料只在达到这一目的范围内使用。合适的情况下，应尽可能地使用环保的包装材料。如在例外情形下，买方需要单独对包装材料付款，其有权在支付运费后向供应商返还完好无损的包装材料抵消发票金额 2/3 的价值。

4. 账单，付款

- 4.1 在完成交货或服务后，发票以及所有所需的相关文件和数据应通过所要求的形式单独提交。在供应商提交正确的发票前，买方有权拒绝支付。支付取决于实际数量、重量以及作为装运基础的其他单位和协议价格。
- 4.2 除非另有书面约定，买方应在六十（60）天内通过电汇或汇票支付净价。如转账命令在支付期限的最后一天提交，应视为按时支付。
- 4.3 如果双方约定了资质或实质性检查，其将构成交付的基本内容，并且应与货物一起交付与买方，但不得迟于收到发票后的五（5）日内。支付期限直至获得约定的资质才开始起算。
- 4.4 发票的支付不应视为放弃对于应付款货物或服务违约的主张。如发生不当交付或服务履行，买方有权同比例地预留支付，直至正确的履行。

4.5 In the event of advance payments, the supplier shall provide reasonable security in the form of a bank guarantee from a reputable large bank.

5. Delivery Dates, Default of Delivery, Force Majeure

5.1 Agreed delivery dates are binding; the supplier is in default of delivery, even if no reminder has been issued, upon the lapse of a fixed delivery date. The reference for compliance with the delivery date is the receipt of the goods or the acceptance of the services.

5.2 If the supplier realizes that an agreed delivery date cannot be met for whatever reason, it shall notify Purchaser in writing without delay, giving the reasons and the presumed duration of the delay, and will describe the actions it has taken to avoid the default and to limit any loss or damage from the default. Coroplast reserves the right of contractual or statutory remedy for the loss incurred by the late delivery under Clause 5.1 and 5.2 even after issuing the receipt of the goods or the acceptance of the services.

5.3 If the supplier is in default because the delivery date has been exceeded, Purchaser is entitled to request payment of a liquidated damage in the amount of 0.1% of the order value for each workday of delay, not exceeding in the aggregate 5% of the order value. The reservation of the request for payment of the liquidated damage may be exercised at any time until payment of the invoice. The liquidated damage shall be offset against any claims for actual damages related to the default. Purchaser reserves the right to assert damage claims in excess of the liquidated damage.

5.4 The supplier may invoke Purchaser's failure to provide required documents solely in case it has submitted a written reminder to provide the documents and they have not been received within a reasonable period.

5.5 In the event of delivery before the agreed date, Purchaser reserves the right to return the goods at the supplier's expense. If the goods that are delivered before the agreed date are not returned, the goods will be stored at Purchaser at the supplier's expense and risk until the agreed initial delivery date. Furthermore, Purchaser reserves the right to pay the goods only on the agreed due date calculated from the agreed initial delivery date.

5.6 Purchaser accepts partial deliveries only with prior agreement. If partial delivery is made with agreement of Purchaser, the remaining delivery items must be listed. The acceptance of partial deliveries shall not be regarded as acknowledgement of such deliveries.

5.7 Force majeure releases the parties from their performance obligations for the duration and to the extent of the force majeure event. The parties are obligated to provide without delay and to the extent reasonable and necessary information to each other and to adapt in good faith their obligations in accordance with the changed circumstances. Purchaser is released from the obligation to accept the ordered product/service, in whole or in part, and to this extent is entitled to rescind the contract, without the necessity of the resolution of any court, if - taking into consideration commercial factors - Purchaser can no longer utilize the product/service because of the delay caused by force majeure.

6. Liability

The supplier is liable in accordance with statutory provisions to the extent that deviating terms have not been regulated in these Terms and Conditions of Purchasing.

7. Liability for Defects

7.1 The supplier warrants that the supplied goods or services rendered are (i) free from any defects in design, material and workmanship, (ii) of satisfactory quality and fit for any purpose held out by supplier or made known to the supplier, expressly or

4.5 如需提前支付, 供应商应通过有信誉的大银行的担保作出合理的保证。

5. 交付日期, 交付违约, 不可抗力

5.1 约定的交付日期有约束力; 时间要求是基本的, 因此即使没有提醒, 供应商错过固定交付日期也属于交付违约。收到货物或接受服务的收据是遵守交付日期的参考。

5.2 如果供应商意识到约定的交付日期以任何原因无法满足, 其应及时书面通知买方, 告知原因和预计延误时间, 并描述其采取的避免违约和限制损失或损害的措施。买方保留根据 5.1 条和 5.2 条对交付迟延的合同或法定救济, 即使已经发出收到货物或接受服务的通知。

5.3 如果供应商应超出交付日期而违约, 每个工作日买方有权请求支付订单金额 0.1% 的损害赔偿金, 累计不超过订单金额 5% 的违约金。对支付违约金的主张的保留可以随时执行, 直至发票金额的支付。违约金应抵消任何与违约相关的实际损失。买方保留对于超过损害赔偿金的损失的主张。

5.4 只有在书面提醒提供买方提供文件且没有在合理期限内收到文件, 供应商才有权主张买方未提供所需的文件。

5.5 如在约定时间之前交付货物, 买方保留向供应商退回货物的权利, 费用由供应商承担。如果没有退回约定时间之前交付的货物, 买方将储存货物, 由供应商承担费用和 risk。此外, 买方保留付款日期只从约定的开始交付日期起计算的权利。

5.6 买方只接受事先约定的部分交付。如果买方同意部分交付, 应列明剩余交付货物。接受部分交付并不代表同意该等交付。

5.7 不可抗力免除双方在此期间受不可抗力影响的履行义务。双方有义务根据情况的变化及时相互提供合理和必要的信息, 并善意履行义务。如果在商业因素的考量下, 买方由于不可抗力导致的迟延不再使用产品/服务, 其没有义务全部或部分接受订购的产品/服务, 并且相应地有权解除合同。

6. 责任

如在购货一般条款和条件中没有规定排除适用条款, 供应商根据法律规定承担责任。

7. 瑕疵责任

7.1 供应商保证供应的货物或服务是 (i) 没有任何设计、材料和工艺缺陷, (ii) 质量合格, 适用于任何供应商的或供应商明确或通过暗示知道的目的, (iii) 符合其描述或任

by implication, (iii) correspond with their description and any relevant specification or sample, (iv) comply with all statutory requirements and regulations in relation to the design, manufacture, labelling, packaging, storage, handling, delivery and sale of the goods and the supplier warrants that it has all relevant licences, consents and permits for the same.

- 7.2 The warranty period is thirty-six (36) months unless otherwise expressly agreed or statutory provisions provide for a longer warranty period.
- 7.3 If any goods do not meet the warranties specified herein, Purchaser may at its election (i) require the supplier promptly to correct, at no cost to Purchaser, any defective or non-conforming goods or services by repair or replacement, at Purchaser's location; or (ii) return such defective or non-conforming goods at the supplier's expense to the supplier, and receive from the supplier the order price thereof or (iii) offset other due payments to the supplier
- 7.4 After the fruitless lapse of a reasonable period set by Purchaser for rectification or replacement of the defective goods, and without prejudice to any other remedies Purchaser may have under applicable law, Purchaser may remedy the defect itself and request compensation for the required expenditures. Purchaser may, in urgent cases for which the supplier is accountable (especially, but not solely, to avoid the risk of substantial damage or loss), remedy the defects itself at the supplier's expense even without setting a deadline for rectification or replacement of the defective goods, provided that the urgency of the matter makes it impossible to notify the supplier of the defect and the imminent damage or loss and to set a deadline (even one on short notice) for the supplier to remedy the defect.
- 7.5 The foregoing remedies are in addition to all other remedies at law or in equity and supplier shall reimburse Purchaser for any and all damages suffered and expenses incurred as a result of the delivery of defective goods.
- 7.6 Purchaser shall inspect incoming goods solely to determine whether there is any visible outside damage and deviations in identity and quantity visible from the outside (packing and transport damage). Purchaser will notify the supplier of any such defects without delay, in any case within five (5) workdays after receipt. Purchaser will notify the supplier without delay, but in any case, within five (5) workdays, of any further defects that have been discovered during the ordinary course of business. To this extent, the supplier waives the objection of delayed notification of defects. As for any latent or hidden defects, Purchaser shall inspect or test the goods within thirty-six (36) months upon receipt and notify the supplier of any latent or hidden defects without delay.

8. Product Liability, Insurance

- 8.1 The supplier shall indemnify and hold harmless Purchaser from and against any third-party claims asserted against Purchaser because of the violation of any applicable governmental regulations or laws, whether in China or abroad, resulting from defects in any goods supplied by the supplier. Furthermore, the supplier shall also reimburse to Purchaser the costs of any necessary recall action unless the supplier is not accountable for the defect.
- 8.2 The supplier must obtain a reasonable amount of insurance covering any and all risks arising from product liability, including recall risks (extended product liability). Upon request, the supplier will present the insurance policy for inspection or send a copy of the policy to Purchaser. The insurance policy shall be maintained throughout the term of the supply relationship. Purchaser shall be notified without delay of any changes in the insurance policy.

何相关的规格或样本, (iv) 符合所有与设计、制造、标签、包装、贮存、搬运、交付和销售的法定要求和规定, 并且供应商保证获得了所有相关证照、同意和许可。

- 7.2 保质期是从接收货物或接受服务起三十六 (36) 个月, 除非另有明确约定或法律规定更长的保质期。
- 7.3 如果任何货物没有满足上述保证, 买方有权选择 (i) 要求供应商在买方所处及时改正任何瑕疵或不符合要求的货物或服务, 买方对此不承担费用; 或 (ii) 向供应商退回该等瑕疵或不符合要求的货物, 费用由供应商承担, 收取供应商相应的订单款项或 (iii) 抵消应向供应商支付的其他款项。
- 7.4 如在买方设定的合理期限内, 改正或替换瑕疵货物没有结果, 买方有权自行补救瑕疵, 请求对所需的费用进行赔偿, 并不影响买方在适用法律下可能享有的其他救济。在紧急情况下, 如供应商应承担责任 (尤其是, 但不仅仅是供应商有责任避免重大损害或损失), 并且紧急情况导致不可能向供应商通知损害和紧急损害或损失及设定期限 (即使是通过简短通知) 要求其补救瑕疵, 那么即使没有设定改正或替换瑕疵货物的期限, 买方也有权自行补救瑕疵。
- 7.5 前述补救与其他法律上或衡平法上的救济共存, 供应商应对任何和所有买方因瑕疵货物的交付而遭受的损失和发生的费用进行赔偿。
- 7.6 买方应仅就货物是否存在可见的外部损坏和可见的特征和数量的变动 (包装和运输损坏) 从外部检查到达的货物。任何情况下, 买方应在收到货物后的五 (5) 个工作日内及时向供应商通知任何该等瑕疵。任何情况下, 买方应在五 (5) 个工作日内及时向供应商通知在一般经营过程中发现的任何进一步的瑕疵。对此, 供应商放弃延迟通知瑕疵的异议。对于任何潜在或隐藏的瑕疵, 买方应接收货物后的三十六 (36) 个月内进行检查或测试, 并及时向供应商通知任何任何潜在或隐藏的瑕疵

8. 产品责任, 保险

- 8.1 供应商赔偿并使买方免于遭受任何因供应商供应的任何货物的瑕疵导致第三方就违反任何可适用的政府法规或法律在中国或国外向买方提出的主张。进一步说, 供应商应向买方赔偿任何必要的召回行为产生的费用, 除非供应商对瑕疵不承担责任。
- 8.2 供应商必须投保合理金额的保险, 保险范围覆盖任何和所有产品责任产生的风险包括召回风险 (延伸产品责任)。经要求, 供应商将展示保单供买方检查, 或将保单副本发送给买方。保单应在整个供应关系期间持续有效。应及时将任何保单的变更通知买方。

9. Guarantee

- 9.1 The supplier guarantees that all goods and services correspond to state-of-the-art technology and science and are in compliance with all applicable legal provisions.
- 9.2 The supplier guarantees that the delivery and utilization of the goods delivered or services rendered does not infringe any patents, licenses or other third-party intellectual property rights in the countries (i) in which the supplier supplies the goods or performs its services, and/or (ii) in which the final location of the Purchaser's products is found. If the supplier is aware that Purchaser also markets the goods in other countries, the above provisions shall also apply to any such countries.

10. Intellectual Property Rights, Defects in Title

- 10.1 The supplier indemnifies and holds harmless Purchaser and customers of Purchaser from and against any third-party claims based on the alleged infringement of intellectual property rights asserted against Purchaser or customers of Purchaser with respect to the supply of the goods. Furthermore, the supplier bears all expenses incurred or suffered by Purchaser with respect to the infringement of intellectual property rights unless the supplier is not accountable for the infringement of the intellectual property rights.
- 10.2 In the event of the infringement of intellectual property rights, the supplier initially has the right to conduct negotiations with the owner of the intellectual property rights regarding the existence, content and scope of the intellectual property rights and the amount of a reasonable license fee.
- 10.3 If the dispute leads to court proceedings, Purchaser is entitled to join the litigation on the supplier's side. The supplier shall reimburse to Purchaser the costs of the litigation or any proceedings, provided that Purchaser is not accountable for the loss.
- 10.4 If the supplier does not conduct the negotiations or fails in its attempt to conduct negotiations, Purchaser is entitled to seek, at the supplier's expense, the approval for use of the relevant goods and services directly from the owner of the intellectual property rights.
- 10.5 The above regulations apply mutatis mutandis in the event of any other defects in title.

11. Notification Obligations

- 11.1 Irrespective of any other notification obligations, the supplier must automatically notify Purchaser of any modifications of the goods if the contractually agreed properties (e.g. specification) has changed in comparison with a product previously supplied under the same designation.
- 11.2 The supplier shall communicate to Purchaser all information that is relevant for the assessment of the risk to safety and health of users of the goods or of third parties.

12. Quality Assurance

The supplier shall secure state-of-the-art quality assurance measures of appropriate nature and in appropriate scope and upon request present to Purchaser verification of said measures. The supplier will conclude a quality assurance agreement with Purchaser to the extent that Purchaser regards such an agreement to be necessary.

13. Spare Parts Supply

- 13.1 To the extent that the supplier provides goods that are incorporated in Purchaser's products that are in turn provided by Purchaser, either through other suppliers or directly, to the automotive industry, or if Purchaser has any other contractual obligation to maintain an inventory of spare parts for its products

9. 担保

- 9.1 供应商应保证所有货物和服务采用了最先进的科技，符合所有适用的法律规定。
- 9.2 供应商应保证所交付货物和所提供服务的交付和使用不会侵犯任何 (i) 供应商提供货物或履行服务的国家，和/或 (ii) 买方产品的最终所在地的专利、许可或其他第三方知识产权，如果供应商知道买方也在其他国家营销货物，上述规定同样适用于该等国家。

10. 知识产权，权利瑕疵

- 10.1 供应商赔偿并使买方及其客户免于遭受任何第三方就货物的供应而向买方及其客户提出的侵犯知识产权的主张。进一步说，供应商承担所有买方因侵犯知识产权而发生或遭受的费用，除非供应商对侵犯知识产权不承担责任。
- 10.2 如发生侵犯知识产权，供应商自始有权就知识产权的存在，内容和范围以及合理的许可费用与知识产权权利人展开谈判。
- 10.3 如果争议导致诉讼程序，买方有权在诉讼中加入供应商一方。如买方对损失不承担责任，则供应商应向买方赔偿诉讼或任何程序的开支。
- 10.4 如果供应商没有展开谈判或没有尝试展开谈判，买方有权直接寻求知识产权权利人对于使用相关货物和服务的同意，费用由供应商承担。
- 10.5 上述规定经适当修改后，适用于任何其他权利瑕疵的情况。

11. 通知义务

- 11.1 无论其他任何通知义务，如果货物品质（例如规格）相较于同一指定下之前供应的产品产生变化，供应商必须自动向买方通知任何货物的更改。
- 11.2 供应商应告知买方所有有关产品用户或第三方安全和健康的风险评估的信息。

12. 质量保证

供应商应保证在合适的范围内采取最先进的质量保证措施，并经买方要求向其确认上述措施。如有必要，供应商将与买方订立质量保证协议。

13. 零部件供应

- 13.1 如果买方向汽车市场提供的产品中又包含了供应商提供的货物，无论是通过其他供应商还是直接供应，或如果买方有为其产品维持零部件库存的合同义务（“买方代工部

(„Purchaser OEM Part“), the supplier shall ensure that goods can be supplied as spare parts to Purchaser for a period of fifteen (15) years after the end of the series production of the Purchaser OEM Part.

- 13.2 If the provision of a product as spare part becomes impossible through no fault of the supplier, the supplier agrees to provide appropriate substitutes. The provision of a product as spare part would be impossible, for instance, if a substance that in the meantime has been prohibited would have to be used for manufacturing in accordance with the specifications.
- 13.3 For the first three (3) years after the end of the series production of the Purchaser OEM Part, the price for the goods provided as spare parts must correspond to the most recently agreed price between the parties. Upon the lapse of this three-year period, the parties will negotiate a reasonable price. The price for a product procured as a spare part shall not be higher than the price for a corresponding part on the relevant open market.
- 13.4 If production of the goods is discontinued before the expiration of the period designated in clause 13.1, the supplier agrees to make available to Purchaser, on request and against reasonable consideration, any design documents, drawings and other documentation required for production of the goods along with the tools and any necessary other materials.

14. Confidentiality

- 14.1 Each of the parties agrees to treat as confidential and not to disclose to any third party any commercial or technical details disclosed to it by the other party (“Information”) for a period of five (5) years as of the disclosure date of each Information.
- 14.2 Sub-suppliers of the supplier shall be obligated accordingly.
- 14.3 The obligations in clause 14.1 and clause 14.2 do not apply to any Information (i) that is in or has entered the public domain, (ii) that has been communicated or is communicated to the receiving party by an authorized third party who is not obligated to confidentiality, (iii) that was known to the receiving party prior to the date of receipt, (iv) that is developed by the receiving party itself independently and without any breach of the confidentiality obligations herein or (v) that must be disclosed pursuant to applicable law or to an order from a competent court (whereby in each case the receiving party – to the extent that it is obligated to disclose information – will immediately notify the other party in writing of its disclosure obligation). The party seeking the benefit of such exception shall bear the burden of proving its existence.
- 14.4 If the parties have concluded, or conclude in future, a non-disclosure agreement, said agreement shall prevail and replace the provisions of this section 14 as of its entry into force.

15. Business Principles and Compliance

- 15.1 The supplier shall observe and follow all PRC applicable laws. The supplier will not give any cash or non-cash gifts intended to influence the recipient.
- 15.2 The supplier acknowledges his commitment to fair competition and will conduct business in line with generally accepted ethical values and principles.
- 15.3 The Supplier must comply with PRC labor laws, PRC laws and regulations regarding occupational safety and minimum wage and, in any event comply with UN Guiding Principles on Business and Human Rights of the United Nations and the core labor standards of the International Labor Organization (ILO core labor standards).
- 15.4 The supplier shall comply with the applicable export control laws and regulations.
- 15.5 The supplier shall follow and adhere to the principles set out in the in the Coroplast Group Code of Conduct for Suppliers and in the Coroplast Group Code of Conduct. For further details, refer

件”), 供应商应确保买方在买方代工部件系列生产结束后的十五（15）年都能将货物用作零部件。

- 13.2 如果非因供应商的过错导致无法供应零部件产品，供应商同意供应替代品。例如，如果根据规格的要求在生产中使用的一种物质同时是被禁止的，此为无法供应零部件产品。
- 13.3 对于买方代工部件系列生产结束的前三（3）年，零部件货物的价格必须符合最近双方约定的价格。三年期限之后，双方将对合理价格展开谈判。采购的作为零部件的产品价格不得高于有关开放市场中相应零部件的价格。
- 13.4 如果在第 13.1 条规定的期限届满前货物的生产不再继续，供应商同意使买方能够通过请求并无需合理考虑获得任何设计文件、图纸和其他货物生产所需文件以及工具和任何所需材料。

14. 保密

- 14.1 任何一方同意将另一方向其披露的商业或技术细节（“信息”）保密，不向任何第三方披露，期限持续五（5）年，从每项信息的披露日开始起算。
- 14.2 分供应商也负有相应义务。
- 14.3 第 14.1 条和第 14.2 条的义务不适用于任何（i）处于或已经进入公共领域的信息，（ii）已经由不负保密义务的授权第三方或由授权第三方向接收方传送的信息，（iii）接收方在接收日前已经知道的信息，（iv）接收方独立并不违反本文件规定的任何保密义务自行开发的信息或（v）根据适用法律或管辖法院的指令必须披露（由此在任何情况下，接收方如果对保密信息负有义务，应立即向另一方书面通知披露义务）。主张受益于该等例外的一方应承担证明披露义务存在的举证义务。
- 14.4 如果双方订立或将要订立保密协议，该保密协议自生效起优先于并取代本第 14 条。

15. 商业原则与合规

- 15.1 供应商应遵守所有适用的中国法律法规。供应商不得赠送任何旨在对收礼人施加影响的现金或非现金礼品。
- 15.2 供应商确认，其承诺遵守公平竞争原则，并将按照公认的伦理价值观和原则开展业务。
- 15.3 供应商必须遵守中国劳动法、有关职业安全和最低工资的中国法律法规，并且在任何情况下均遵守联合国《商业与人权指导原则》以及国际劳工组织的核心劳工标准（ILO 核心劳工标准）。
- 15.4 供应商应遵守适用的出口管制法律法规。
- 15.5 供应商应遵循并遵守《Coroplast 集团供应商行为准则》和《Coroplast 集团行为准则》中规定的原则。如需更多

to: <https://www.coroplast-group.com/en/our-responsibility/compliance/>

详情，请参阅：<https://www.coroplast-group.com/en/our-responsibility/compliance/>。

16. Governing Law, Jurisdiction

16.1 These Terms and Conditions of Purchasing and the contractual relationship between Purchaser and the supplier shall be governed by and construed in accordance with the laws of People's Republic of China excluding the UN Convention on Contracts for the International Sale of Goods (the Vienna CISG agreement).

16.2 Any dispute arising from or in connection with these Terms and Conditions of Purchasing shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Sub-Commission 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 is final and binding upon both parties. The arbitral tribunal shall be comprised of one (1) arbitrator if the claim is for 1,500,000 CNY or less or and with three (3) arbitrators if the claim is greater than 1,500,000 CNY. Each arbitrator shall be a member of the legal profession. The seat of arbitration shall be Shanghai, China. The hearing(s) shall be held in Shanghai, China. The language to be used in the arbitration shall be English. The arbitration award shall be set out in writing and include the legal provisions and grounds on which the decision is based.

17. Language, Severability

17.1 In case of discrepancies between the English and the Chinese language version the English version shall prevail.

17.2 In the event any provision of these Terms and Conditions of Purchasing is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired. In this event, the parties shall substitute the invalid, illegal or unenforceable provision by a valid one which as closely as possible achieves the economic purpose of the invalid, illegal or unenforceable provision.

16. 适用法律，管辖权

16.1 本采购条款和条件适用中华人民共和国法律法规并根据其解释，不适用《联合国国际货物销售合同公约》（《维也纳销售公约》）。

16.2 因本采购条款及条件引起或与之相关的任何争议应提交中国国际经济贸易仲裁委员会（CIETAC）上海分会进行仲裁，该仲裁应按照 CIETAC 在申请仲裁时有效的仲裁规则予以仲裁。仲裁裁决是终局的，对双方均有约束力。当争议金额等于或小于人民币 1,500,000 元时，仲裁应由一（1）名仲裁员独任审理，当争议金额大于人民币 1,500,000 元时，仲裁庭应由三（3）名仲裁员组成，每位仲裁员均应为法律专业人士。仲裁地点为中国上海市。仲裁听证会应在中国上海市举行。仲裁语言为英语。仲裁裁决应以书面形式作出，并载明裁决所依据的法律规定及理由。

17. 语言，可分性

17.1 本采购条款和条件中英文版本之间有差异的，以英文版为准。

17.2 如本采购条款和条件的任何条款被认定为无效、非法或不可执行，其余任何条款的有效性、合法性和可执行性不应受到任何影响或损害。在这种情况下，双方应以一项有效的条款取代无效、非法或不可执行的条款，新条款应尽可能接近原无效、非法或不可执行条款意图实现的经济目的。