

GENERAL PURCHASING CONDITIONS

一般采购通则

1. ACCEPTANCE OF THESE CONDITIONS. Supplies to CIE AUTOMOTIVE companies arising from orders made by the latter shall be carried out in accordance with these General Purchasing Conditions, which conditions shall be considered accepted by the SUPPLIER in the event that the latter gives its express or tacit conformity to the order sheet and hence, with the task performed, except in the event of special circumstances expressly stipulated in a separate document. Compliance with the requirements indicated in this Framework Agreement is compulsory for supply of CIE AUTOMOTIVE plants. For the term of this document, its content shall be mandatory even if not explicitly referred to in purchasing documents.

1. 接受以下条款。与西艾意汽车零部件有限公司签订采购合同的供应商，应遵守以下一般采购通则，供应商寄回订单或暗示遵从订单并执行相关任务的应视为供应商已接受此通则，由另外一份独立文件明确规定的特殊情况除外。框架协议强制性要求供应商工厂服从这些要求。此文件中的条款，内容是具有强制性的，即使采购合同中没有明确提到。

2. AMENDMENTS. Orders, agreements and amendments to the contract shall be valid only where they are made or confirmed in writing by the Purchaser. All correspondence must be addressed to the CIE AUTOMOTIVE purchasing department. Any agreement reached with another department that attempts to modify the terms and conditions previously agreed to must be approved in writing by the CIE AUTOMOTIVE purchasing department in the form of an appendix to this contract.

2. 修改。订单，协议和与合同的修正条款在买方书面签字确认后立即生效。所有相关往来信件需邮寄给西艾意汽车零部件有限公司采购部门。其他部门就之前签订协议的相关条款和项目进行修改的话，需要得到由西艾意汽车零部件有限公司采购部门出具书面许可文件，以合同附录形式。

3. CERTIFICATES OF ORIGIN. The Supplier shall supply CIE AUTOMOTIVE with any certificate it may request, together with all of the necessary, signed, and complete details. This shall also apply to documents concerning the return of taxes from suppliers in the same country or in foreign countries. Moreover, the Supplier shall inform CIE AUTOMOTIVE if the goods to be delivered are subject to export restrictions, whether wholly or in part.

3. 原产地证明。供应商需提交西艾意汽车零部件有限公司索要的任何证明，并包含所有必要的，签字确认的，和有关完整性的详细信息。这些要求同样适用于从国内外供应商处的退税事宜。此外，供应商需通知西艾意汽车零部件有限公司，待交货物是否受到限制出口，无论全部的还是部分的。

4. ORDERS. CIE AUTOMOTIVE shall make its orders using a standardized model, each with its order number. The order shall be considered accepted by the Supplier when the latter gives express indication thereof or tacitly within 10 working days of the date on which the order was made.

4. 关于订单。西艾意汽车零部件有限公司使用标准的订单模板，每个订单有唯一的订单号码。供应商需接受买方订单，并回寄订单给予明确答复表示接受订单或者订单制定10天后均默认供应商已接受订单。

5. DELIVERIES. All goods deliveries shall be made to the unloading area of the factory indicated in the order or delivery programme and transported at the expense and risk of the Supplier. Deliveries shall be made in the quantity, term, and manner indicated on the order or in the programmes in which the latter

is made.

5. 交货。所有货物需运抵订单里面明确的工厂卸货区，或者由供应商负责交货程序和运输的费用及风险。订单里面需要说明交货数量，期限和方式，或者采用后者方式且在程序中说明。

6. VERIFICATION AT SOURCE. CIE AUTOMOTIVE reserves the right to carry out the verifications at source and audits it considers appropriate, whether on its own initiative or accompanied by its Client, to the quality system, manufacturing process, products, inventory status, equipment and packaging, handling etc., at the Supplier's plant, for which purpose the latter shall allow access to its facilities. In the event that Supplier breaches are observed, the latter shall undertake to correct them in the term stipulated by CIE Automotive.

6. 采购检验。西艾意汽车零部件有限公司拥有实施采购检验和审核是否合适的权力，无论是自己主导或陪同其客户，关于质量体系，制造程序，产品，库存状况，设备和包装，操作等进行评审的，供应商需允许买方进入其工厂开展工作。一旦供应商被审核到有任何背离，需按照西艾意汽车零部件有限公司的相关规定采取纠正措施。

7. BREACH In the event of Supplier breach of the agreed terms, either as regards quantity or term, even if such breach is due to causes that cannot be attributed to the Supplier, CIE AUTOMOTIVE shall be authorized to modify at its convenience the total quantity and terms originally agreed to or to regard the order as fully cancelled.

7. 背离。定义供应商背离协议条款，不仅仅有关于交货数量或者交货期限，即使造成此种违约行为不只归咎于供应商自身，西艾意汽车零部件有限公司有权力对之前的协议进行修改需求总量和期限或者完全取消订单。

8. DAMAGES. In order to prevent discussions regarding the calculation of damages, these shall be set at 2 percent of the value of the undelivered material for each week of delay, and 100% of the costs deriving from Client stoppages caused by CIE AUTOMOTIVE due to breach of the Supplier.

8. 损失。为避免就损失的计算而产生争议，就预先设定，每周延期交货按照未运抵材料总价的2%进行赔偿，因供应商的背离导致西艾意汽车零部件有限公司出现库存中断的情况，供应商应承担100%的赔偿责任。

9. DELIVERY NOTES. The materials shall be accompanied by the corresponding delivery notes, which notes shall indicate the following information:

- _ SUPPLIER number assigned by CIE AUTOMOTIVE.
- _ Order number and purchasing order (OF).
- _ Code and full name of the material as per the order.
- _ Actual quantity sent.
- _ Date and number of document.

Should these requirements not be met, CIE AUTOMOTIVE reserves the right to return the delivery and subsequent invoice, since this information is essential for its organization.

9. 交货通知单。所有材料需附上交货通知单，并需说明以下信息：

- 西艾意汽车零部件有限公司编制的供应商代码
- 订单号和采购订单（OF）
- 每个订单里材料的全称和代码
- 实际送货数量
- 文件日期和数量

若不能包含以上信息，西艾意汽车零部件有限公司有权将货物和随后的发票退回给供应商，因为这方面的资料信息是非常重要的。

10. QUALITY. Batches that are rejected either totally or in part by the quality services of CIE AUTOMOTIVE shall

be returned to the Supplier at the expense and risk of the latter, and such deliveries shall not under any circumstances be considered completed. Depending on the case in question, CIE AUTOMOTIVE may:

- _ Reject the material for it to be delivered again in the same quantities.
- _ Reject the material, without a replacement being made by the SUPPLIER.
- _ Reject the entire batch and cancel the order. Moreover, it may claim any damages that should arise.
- _ Reject, at the Supplier's expense, the quantities necessary to prevent the damages that the partial or total return of the quantity delivered may cause to CIE AUTOMOTIVE. Although the Supplier may not have received the notice of rejection before the parts are used, we reserve the right to return those that are unusable due to manufacturing faults, making the relevant charge at the same time. Moreover, the Supplier shall assume 100% of charges for reprocessing, selections, or others that the Client may make to CIE AUTOMOTIVE, brought about by faults with the product provided by the Supplier. The Supplier shall conduct continuous improvement activities to offset possible increases in its internal costs and to maintain competitiveness on an international scale.

10. 品质。一批货物部分的或者全部由于质量问题被西艾意汽车零部件有限公司质量部门拒收的，都要直接退给供应商，由此产生的费用和 risk 全部由供应商自己承担。此类交货都属于不完整交货。根据具体情况，西艾意汽车零部件有限公司可提出以下要求：

- 拒收多少材料，需要再次提交相同数量的材料
- 供应商不做任何改进进行交货的话，依然拒收材料
- 拒绝接收整批货并取消订单，此外，要求由此产生的损失进行赔偿
- 因拒收部分或全部而引起的西艾意停产所产生的费用由供应商承担，即使供应商在零件使用前没有收到退货通知单，我们有权退回在使用时发现缺陷的零件，并要求进行赔偿。同时，如果西艾意汽车零部件有限公司的客户就卖方提供的产品出现问题而提出索赔的，卖方要100%按照西艾意客户的要求进行重做，挑选或者其他的一些要求。供应商应该持续不断的进行改进以抵消内部的成本，并保持国际范围内的竞争力。

11. EQUIPMENT AND STANDARDS. Matrices, moulds and general tools ordered or required to obtain the parts stipulated in the order shall be considered the property of CIE AUTOMOTIVE and may be removed by the latter when it requests delivery thereof, and the Supplier shall renounce any other right that may correspond to it. The Supplier shall make an "in deposit" delivery note for the latter. While these materials are in the possession of the Supplier, the latter shall be responsible for their maintenance and conservation in order to ensure their good operation.

11. 设备和标准。基体，模型和采购的量产模或订单里面声明的零件应视为西艾意汽车零部件有限公司所有的财产，只有西艾意汽车零部件有限公司有权要求转移它们，供应商无权行使这些权利。供应商需给西艾意汽车零部件有限公司做一个“抵押保证”送货通知。这些材料在供应商处的时候，负责维护和保管以确保能正常使用。

12. PRICES. The prices applied shall be those agreed by both parties and recorded on the order note. CIE AUTOMOTIVE shall not accept any change to prices once the order has been processed, unless it involves a change in manufacture that has been agreed between the parties.

12. 价格。使用的价格必须是由双方之前协议好的且已记录进购货确认书。西艾意汽车零部件有限公司不接受任何价格变更的订单，除非是由双方协议的因生产改变而引起的价格变动。

13. INVOICES. Payment invoices shall be submitted in duplicate and by remittance (one monthly invoice).

13. 发票。汇款后的付款发票连同发票副本一并提交给买方（一个月的发票）。

14. CONDITIONS OF PAYMENT. The general condition of payment of CIE AUTOMOTIVE is after 90 days net, at the end of the month or at the beginning of the following month.

14. 付款条件。西艾意汽车零部件有限公司的一般付款条件是90天月结，每月月末或下个月月初。

15. FRAMEWORK AGREEMENT. These General Purchasing Conditions may be supplemented by the specific Framework Agreement for each product and/or service.

15. 框架协议。采购通则须附录有关于每个产品和/或服务的特殊框架协议。

16. SAFETY AND THE ENVIRONMENT. The SUPPLIERS, in jobs to be performed at the facilities of CIE AUTOMOTIVE, shall safeguard and ensure compliance with the rules of the workplace at which they are carrying out their task, together with those set down by the legislation for the task to be performed. Breach of these rules shall authorize CIE AUTOMOTIVE to terminate the contract with the Supplier or to claim any damages arising from such breach.

16. 安全和环境。卖方在使用西艾意汽车零部件有限公司设备施工时，需注重安全并确保他们的施工符合工作地的规定，并遵照既定的法定程序进行施工。出现任何违背情况，西艾意汽车零部件有限公司有权终止与供应商的合同，以及要求供应商就背离情况造成的损失进行赔偿。

17. CONFORMITY WITH REGULATIONS. All products and/or services supplied must meet the applicable requirements regarding regulations, documentation and safety. The Supplier shall put in place processes to guarantee compliance with government restrictions and safety regarding substances with restricted or prohibited use, including products purchased by it or those relative to the production process.

17. 符合规定。所提供的产品和/或服务，必须符合适用的规定，有关法规，文件和安全的。卖方应落实到位，以保证遵守政府的限制和安全方面的物质限制或禁止使用等规定，包括有关于产品被采购或者相关的生产过程的有关规定。

18. CONFIDENTIALITY. CIE AUTOMOTIVE reserves the right to require the Supplier to sign a confidentiality document in order to ensure that the information received is not used by the latter in relations with other parties.

18. 保密。西艾意汽车零部件有限公司有权力要求供应商签订保密协议，以此确保供应商接收到的所有资料不会随后被应用到与其他方的合作中。

19. FORCE MAJEURE. CIE AUTOMOTIVE may suspend the receipt and payment of goods requested from its Supplier in the event of flooding, fire, or other accident at the factory where the delivery is to be made, and in the event of collective conflict, similar situations, or those of force majeure.

19. 不可抗力。西艾意汽车零部件有限公司在发生如下不可抗力情况下会暂停接收货物和付款给卖方：在发生水灾，火灾或其他意外发生在交货的工厂，如发生集体冲突，以及类似的情况，或其他的不可抗力情况等。

20. LITIGATION. The Supplier hereby submits to the general jurisdiction of the Purchaser and expressly waives the jurisdiction of any other court.

20. 诉讼。卖方谨此向一般管辖权的买方提起诉讼，并明确表示放弃管辖范围内的任何其他法院。

供应商名称：

供应商印章&签名：