

Terms of Purchase for Production Material

生产性物料采购条款

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1. Governing terms 适用条款

The legal relationships between the supplier and the purchaser are governed by these Terms and any additional agreed terms. Amendments and additions are ineffective unless in written form. The supplier's general terms and conditions are inapplicable even if not expressly rejected in a particular instance.

供应商和买方之间的法律关系受此条款及任何其他约定条款约束。除非以书面形式作出，否则修订及增补无效。即使特定情况下没有明确排斥，供应商的一般条款和条件也不适用。

2. Orders 交货单

1) Delivery contracts (order and acceptance) and delivery calls, as well as any amendments or additions thereto, are ineffective unless in written form. Delivery calls may also be effective by remote data transmission.

交货合同（交货单和验收单）和交货通知，以及此类文件的任何修订本或增补本，除非为书面形式，否则无效。交货通知也可以通过远程数据传输来实现。

2) If the supplier does not accept an order within three weeks of receipt, the purchaser is entitled to revoke the order. Delivery call orders become binding at the latest two weeks after receipt if the supplier has not objected in the interim.

如果供应商在收到交货单后三周内不接受交货单，买方有权撤销交货单。如果供应商在此期间未提出异议，交货单最迟在收到后两周内生效。

3) To the extent the delivery item is intended for use in a factory of VW AG, this factory will issue delivery calls and pay for the deliveries.

如果交付项目打算在大众集团的某个工厂使用，该工厂将发出交货通知并支付交货费用。



4) Within the limits of what is reasonable for the supplier, the purchaser may request modifications of the design and construction of the delivery item. The parties shall reach an appropriate mutual agreement regarding the consequences, in particular cost increases or decreases and delivery deadlines.

在供应商可合理接受的范围内，买方可以要求修改交付项目的设计和构造。双方应就修改后果达成适当的相互协议，特别是成本增加或减少以及交货截止日期方面。

3. Payment 付款

1) Unless otherwise agreed, the purchaser and supplier shall check the received P-material information (include quantity and amount) of the purchaser on a monthly basis (settlement period is first calendar day to last calendar day in a natural month). After checking, for consistent sections the supplier shall send the corresponding invoices, supporting documents for reconciliation, purchase order\contract and other necessary documents to the purchaser before the 5th last working day of the delivery following month (Chinese calendar is valid). Any lateness or other failure caused by supplier, e.g., incomplete or unqualified invoices or documents, may result in payment extended which will be borne by the supplier.

除非另有约定，买方和供应商应每月核对收到的买方生产性物料信息（包括数量和金额）（结算期为自然月第一个日历日至最后一个日历日）。核对后，对于一致的部分，供应商应在交货后一个月最后5个工作日（中国农历有效）之前将相应发票、对账证明文件、采购订单/合同及其他必要文件发送给买方。如因供应商造成任何逾期或其他失误而可能导致延期付款，如发票或单据不完整或不合格，产生的费用由供应商承担。

If in the process of payment, banks, foreign exchange administrations and other relevant Chinese institutions require supplier to provide other supporting documents, supplier should actively cooperate and provide them within a reasonable period of time.

如果在付款过程中，银行、外汇管理机构及中国其他相关机构要求供应商提供其他证明文件，供应商应积极配合，并在合理时间内提供。

2) If no other payment method is agreed, payment shall be made by bank telegraphic transmit. The parties are responsible for their own bank charges incurred in relation to the transaction under this agreement. Discrepancies must be reported to the purchaser without delay.



如果未约定其他付款方式，应通过银行电汇付款。双方自行承担与本协议项下交易相关的各自银行费用。如有出入，须立即报告买方。

For domestic payment (this means within Chinese border and only settled in RMB), purchaser shall pay the invoices by the end of the invoice received following month at the latest.

对于国内付款（指在中国境内付款且仅以人民币结算），买方应最迟在收到发票后一个月的月底前支付发票。

For overseas (cross-border) payments, due to the fact that such payment is subject to successful conclusion of the relevant required procedures in China, purchaser shall pay the invoices at the latest by the end of the third following month after receipt of the invoice. The supplier shall promptly provide the purchaser with the relevant documents required for overseas payment in China.

对于海外（跨境）付款，由于此类付款取决于在中国是否成功完成相关必要程序，买方最迟应在收到发票后第三个月的月底前支付发票。供应商应及时向买方提供在中国境外付款所需的相关文件。

3) In the event of improper delivery, the purchaser is entitled to withhold payment proportionate to value until proper performance is affected.

如果交付不合要求，买方有权扣留与价值成比例的付款，直到合同的正常履行受到影响。

4) The purchaser can deduct claims due to supplier quality problems from monthly payments and issue corresponding invoices to suppliers.

买方可以从每月付款中扣除因供应商质量问题引起的索赔，并向供应商开具相应发票。

5) If the supplier no longer supplies production materials to the purchaser, the purchaser is entitled to retain a certain amount of unpaid accounts payable. This amount is calculated by at least 5 times the amount claimed in the previous year. If there was no claim in the previous year, the purchaser can calculate this amount based on 3% of the total invoiced amount of the previous year.

如果供应商不再向买方供应生产性物料，买方有权保留一定金额应付的未付帐目。此金额至少是上一年索赔额的5倍。如果上一年无索赔，买方可以根据上一年发票总额的3%计算该金额。

6) After the end of the warranty period, the purchaser shall refund the remaining reserved money. If These terms are also available at www.vwgroupsupply.com 也可访问www.vwgroupsupply.com获取此条款



the reserved funds are insufficient, the purchaser reserves the right to recourse to the supplier.

保修期结束后，买方应退还剩余的预留款。如果预留资金不足，买方保留向供应商追索的权利。

7) Supplier agrees to exempt purchaser from any late payment penalty in the case the late payment is incurred by reasons not attributable to purchaser's faults, and such late payment shall not constitute any limitation or prohibition on purchaser to obtain all the legitimate titles and rights of the services and/or goods under this agreement.

如果逾期付款并非由于买方过失造成，供应商同意免除买方任何逾期付款罚款，此类逾期付款不得构成对买方获得本协议项下服务和/或货物的所有合法所有权和权利的任何限制或禁止。

8) Furthermore, supplier agrees to exempt purchaser from “late payment penalty” if such late payment is by reasons attributable by the related overseas-payment process, and that such delay is uncontrollable by the purchaser therefore is inevitable, then and such late payment shall not constitute any limitation or prohibition on purchaser to obtain all the legitimate titles and rights of the services and/or goods under this agreement.

此外，如果逾期付款因相关海外付款流程造成，且此类逾期付款因买方无法控制而不可避免，供应商同意免除买方“逾期付款罚款”，且此类逾期付款不得构成对买方获得本协议项下服务和/或货物的所有合法所有权和权利的任何限制或禁止。

9) Without the purchaser's prior written consent, which shall not be unreasonably withheld, the supplier is not entitled to assign its claims against the purchaser or to have these collected by third parties.

未经买方事先书面同意（不得无理拒绝同意），供应商无权转让其对买方的索赔，也无权让第三方收取这些索赔。

4. Notice of defects 缺陷通知

The purchaser must notify the supplier in writing of any defects in the delivered goods without delay as soon as they are discovered during operation of a properly organized business. To this extent, the supplier waives the defense of late notice of defects.



在正常组织的公司经营过程中，一旦发现交付货物中有任何缺陷，买方须立即书面通知供应商。这种情形下，供应商放弃对缺陷通知过时的抗辩。

5. Confidentiality 保密性

1) The contracting parties agree to treat as business secrets all commercial and technical information of which they become aware by reason of their business relationships unless such information is common knowledge.

合同双方同意将因其业务关系而知悉的所有商业和技术信息视为商业秘密，除非此类信息为常识。

2) Drawings, models, jigs and templates, sample parts, or similar property may not be provided or otherwise made available to unauthorized third parties. The reproduction of such property is permissible only within the limits of business requirements and copyright law.

不得向未经授权的第三方提供或以其他方式让其获取图纸、模型、夹具和模板、零件样品或类似财产。只有在业务要求和版权法的范围内，才允许复制此类财产。

3) Analogous obligations must be imposed on sub-suppliers.

必须对次级供应商规定类似义务。

4) The contracting parties may use their business relationship for advertising purposes only with the other party's prior written consent. Requests for such consent from the purchaser are to be addressed to the place of the purchaser.

只有在一方事先书面同意的情况下，合同另一方方可将其业务关系用于广告目的。向买方请求此类同意时，请求函应寄至买方所在地。

6. Delivery deadlines and periods / shipping terms 交货截止日期和时间段/装运条款

Agreed delivery dates, deadlines, and time periods are binding. Whether delivery is timely is determined by receipt of the goods by the purchaser. The supplier must make the goods available on a timely basis, allowing the standard time for loading and shipping.

约定的交付日期、截止日期及时间段具有约束力。交货是否及时取决于买方的收货情况。供应商须及时提供货物，留出标准的装货和装运时间。



Shipments are to be handled according to the purchaser's instructions. The INCOTERMS govern all commercial terms.

将根据买方指示进行装运。《国际贸易术语解释通则》适用所有商业术语。

7. Overdue delivery constituting default 逾期交货构成违约

1) The supplier is liable to the purchaser for damages resulting from overdue delivery constituting default, other than damages for lost profits or by reason of interruption of the purchaser's business.

供应商应对买方因逾期交货构成违约而造成的损害负责，但利润损失或买方业务中断造成的损害赔偿除外。

2) In cases of simple negligence, damages are limited to additional shipping charges, retrofitting costs, and, if the supplier fails to meet a final deadline extension set by the purchaser or if its performance would come too late to be of interest to the purchaser, additional expenses for replacement purchases from third parties.

单纯过失情况下，损害赔偿仅限于额外运费、改装费用，以及如果供应商未能满足买方设定的最后延长截止日期，或者如果其合同履行对于买方来说太晚，则还包括从第三方购买替换产品的额外费用。

8. Force majeure 不可抗力

“Force Majeure” shall mean all events which are beyond the control of the parties to this Agreement, and which are unforeseeable, unavoidable and insurmountable, and prevents total or partial performance by any party. Such events shall include earth- quakes, typhoons, flood, fire, war, failures of international or domestic transportation, acts of government or public agencies, epidemics, civil disturbances, strikes and any other objective circumstance which cannot be foreseen, prevented or controlled, including events which are recognized as Force Majeure in general commercial practice..

不可抗力应指所有超出本协议双方控制的客观事件，该事件是不可预知、不可避免且不可克服的，并导致任何一方不能全部或部分履行本协议。该事件应包括地震、台风、洪水、火灾、战争、国际或国内停运，政府或公共机构的行为、传染病、内乱、罢工和任何其他不可预见、不可避免且不可控制的情况，包括商业惯例认为属于不可抗力的事件。

The contracting parties are, within reasonable limits, required to provide the necessary information and to adjust their obligations to the changed circumstances in accordance with the principle of good faith dealing.

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合同双方必须在合理限度内提供必要信息，并根据诚信交易原则，根据变化后情况调整其义务。

9. Quality and documentation 质量和文件

1) For its deliveries, the supplier shall adhere to accepted engineering standards, relevant safety requirements, and the agreed technical specifications. Modifications of the delivery item require the purchaser's prior written consent. For guidance on first sample testing, see the VDA publication "Volume 2, Quality Assurance for Supplies, Production Process and Product Approval (PPA)". The supplier may not commence production delivery until the purchaser has approved the sample parts.

对于货物交付，供应商应遵守公认的工程标准、相关安全要求以及约定的技术规范。若需修改交付项目，需事先得到买方书面同意。有关首次样品测试的指导，参见德国汽车工业协会（VDA）出版物“第2卷，供货质量保证、生产过程和产品批准（PPA）”。买方批准零件样品前，供应商不得开始生产交付。

Notwithstanding such approval, the supplier must continuously verify the quality of the delivery items. Each contracting party shall inform the other of quality improvement possibilities.

尽管已获得此类批准，供应商仍须持续验证交付项目的质量。有可能改进质量时，合同双方应将此可能性通知另一方。

2) If no firm agreements exist between the supplier and the purchaser on the nature and scope of testing and inspection and the means and methods thereof, the purchaser is willing, at the supplier's request and within the limits of its own knowledge, experience, and resources, to discuss testing and inspection issues with the supplier in order to determine the level of testing and inspection technology required in each individual situation. If requested, the purchaser will also inform the supplier about the relevant safety requirements. For further information on measurement and inspection processes, see the VDA publication "Volume 5, Capability of Measurement Processes, Capability of Measuring Systems."

如果供应商和买方之间没有关于测试和检验的性质和范围及其手段和方法的明确协议，买方愿意应供应商要求，在其知识、经验和资源的范围内，与供应商探讨测试和检验问题，以确定各种情况下所需的测试和检验技术水平。如有要求，买方还将告知供应商相关安全要求。有关测量和检验过程的更多信息，参见德国汽车工业协会（VDA）出版物“第5卷，测量过程的能力，测量系统的能力”。

3) With regard to characteristics that have been specially marked or designated in the technical



documents or by separate agreement, e.g. with the letter "D," the supplier must in addition keep special records showing when, in what manner, and by whom the delivery items were tested and inspected with respect to the special characteristics, and recording the results of the required quality testing. The testing and inspection documentation must be retained for at least fifteen years and provided to the purchaser when needed. To the extent legally possible, the supplier must impose corresponding obligations on its sub-suppliers. For documentation and archiving, see the VDA publication "Volume 1, Documentation and Archiving - Code of Practice for the Documentation and Archiving of Quality Requirements and Quality Records" as well as the VDA publication "A process description covering special characteristics (SC)."

对于在技术文件或单独协议中特别标明或指定的特性，例如字母“D”，供应商还须保留特殊记录，显示何时、以何种方式以及由谁对交付项目进行了特殊特性的测试和检查，并记录所需质量测试的结果。测试和检验文件须保留至少15年，并在需要时提供给买方。在法律允许范围内，供应商须对其次级供应商规定相应义务。有关文件和存档，参见德国汽车工业协会（VDA）出版物“第1卷，文件和存档——质量要求和质量记录的文件和存档的实施规范”以及德国汽车工业协会（VDA）出版物“涵盖特殊特性（SC）的过程描述”。

4) Should any governmental agency with authority regarding vehicle safety, emissions standards, or the like wish to verify certain requirements by examining the purchaser's production processes and its testing and inspection documentation, the supplier agrees that, at the purchaser's request, it will accord such agencies with respect to itself the same rights as are enjoyed by the purchaser and will give them all reasonable support.

如果任何车辆安全、排放标准等方面的权威政府机构希望通过检查买方的生产流程及其测试和检验文件来验证某些要求，则供应商应买方要求，同意给予这些政府机构与买方在供应商处享有的相同权利，并将给予这些政府机构所有合理支持。

10. Warranty 质保

1) Unless otherwise agreed, the purchaser may exercise the following rights in the event of delivery of defective goods, provided any preconditions established by applicable law or this section are fulfilled:

除非另有约定，买方可在收到交付的缺陷货物时行使以下权利，前提是满足适用法律或本节规定的任何先决条件：

a) Before the commencement of manufacturing (processing or installation), the purchaser must first

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give the supplier the opportunity to sort out the defective goods and to correct the defects or to deliver replacements, unless this would unreasonably burden the purchaser. If the supplier is unable to accomplish the above or fails to do so without delay, the purchaser may, without setting any further deadline, rescind this portion of the contract and return the goods at the supplier's risk. In urgent cases, the purchaser may itself remedy the defects after coordination with the supplier or have a third party do so. The resulting costs shall be borne by the supplier. If the same goods are repeatedly delivered with defects, the purchaser may, after giving written notice of such breach, rescind the contract with respect to the as yet undelivered part thereof as well if another delivery of defective goods occurs.

开始制造（加工或安装）前，买方须首先给供应商机会找出缺陷货物并纠正缺陷或交付替代产品，除非这会给买方带来不合理负担。如果供应商无法完成上述事项或未能立即完成，买方可以在不设定任何进一步截止日期的情况下，撤销合同的这一部分，并退回货物，风险由供应商承担。紧急情况下，买方可以在与供应商协调后自行补救缺陷，或者请第三方补救缺陷。由此产生的费用应由供应商承担。如果相同货物交付时多次出现缺陷，买方可以在发出书面违约通知后，解除尚未交付部分相关的合同。如果再次交付缺陷货物，买方也可以采取同样应对方法。

b) If, despite compliance with the obligation under Section 4 (Notice of Defects), the defect is not discovered until after manufacturing has commenced, the purchaser may either

如果尽管履行了第4节（缺陷通知）规定的义务，但直到制造开始后才发现缺陷，买方可以：

- require substitute performance and claim reimbursement of the necessary concomitant costs for transportation (but not towing charges) and for dismantling and re-installation (cost of labor; cost of materials only if agreed), or

要求替代履行，并要求补偿运输（但不包括拖车费）以及拆卸和重新安装的必要伴随成本（人工成本；仅有约定时为物料成本）；或

- reduce the purchase price.

降低采购价格。

In the event that the supplier requests to conduct inspection on the defective parts, all the costs and expenses thereof shall be borne by the supplier

如果供应商要求对有缺陷的部件进行检查，其所有费用和开支应由供应商承担。

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c) In the event of the culpable breach of an obligation over and above the delivery of defective goods (e.g. breach of a duty to inform, advise, or inspect), the purchaser may, in accordance with Section 11, claim compensation for the consequential damages flowing therefrom including the consequential damages paid by the purchaser to its customer by law. "Consequential damages" refers to damage suffered by the purchaser, by reason of delivery of defective goods, to legal interests other than those pertaining to the goods themselves.

如果供应商因交付缺陷货物或更严重违约违反合同义务（如违反通知、建议或检查的义务）应受处罚，买方可根据第11节要求赔偿由此产生的间接损害，包括买方依法向其客户支付的间接损害。“间接损害”指买方因交付缺陷货物而遭受的除货物本身以外的法律利益的损害。

2) Upon request, the purchaser shall without delay, and at the supplier's expense, place the parts which the supplier must replace at its disposal.

应供应商要求，买方应立即将供应商须更换的零件交由其处置，费用由供应商承担。

3) The period of warranty shall start from the date of the Vehicle Purchase Invoice issued to the original retail customer (if the date of issuing the Vehicle Purchase Invoice is inconsistent with the date of delivering the vehicle to the original retail customer, the period of warranty shall start from the date of delivery) and terminate thirty-six (36) months or 100,000 Km whichever comes first. In addition, the warranty period for the core components of the New Energy Vehicles listed in the following form are ninety-six (96) months or 160,000 kilometers whichever comes first:

质保期自向初始零售消费者开具购车发票之日起开始（开具购车发票日期与向初始零售消费者交付家用汽车产品日期不一致的，质保期自交付之日起开始），并至三十六（36）个月或100000公里为止，以先到者为准。此外，如下表格中列示的新能源汽车核心部件的质保期为九十六（96）个月或160000公里，以先到者为准：



Part description	零件描述	
HV-Battery Modules	高压蓄电池模块	8 Years or 160 000km, whichever comes first
HV-Battery Housing	高压蓄电池壳体	
HV-Battery Complete	高压蓄电池总成	
Connectors for HV battery modules	高压蓄电池模块连接电缆	
Cooling element for HV components	高电压部件冷却元件	
Connector holder HV components	高电压部件插头支架	
Control unit for BMS (Battery Management System)	BMS控制器	
Connector housing for BMS	BMS控制器插头壳	
Control box HV battery	开关盒	
Control unit for Module monitoring	高压电池模组控制单元	
Final motor for Electric drive	电驱动装置电机	
Sensor for rotor bearings	转子位置传感器	
Power Electronics	驱动电机功率电子控制装置	

4) No warranty claim arises if the fault is attributable to the violation of operating, maintenance, and installation instructions, unsuitable or improper usage, improper or negligent handling, natural wear and tear, or alteration of the delivery item by the purchaser or third parties.

如果由于违反操作、维护和安装说明、不合适或不适当的使用、不适当或疏忽的处理方法、自然磨损或买方或第三方对交付项目改造而造成违约，不产生保修索赔。

5) Where defective goods are delivered, the provisions of this Section 10 are without prejudice to any claims that the purchaser may have under product liability or tort law or under the theory of conduct of business on another's behalf without his authority. Guarantees as to specific characteristics and durability must be expressly designated as such in writing.

如果交付了缺陷货物，第10节的规定不影响买方根据产品责任或侵权法或根据未经他人授权代表他人开展业务的理论可能提出的任何索赔。须以书面形式明确指定关于特定特性和耐久性的保证。

11. Liability 责任

Subject to other liability provisions contained elsewhere herein, the following terms define the limits of the supplier's liability for damages suffered directly or indirectly by the purchaser by reason of the

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delivery of defective products, the violation of governmental safety requirements, or any other legal grounds of supplier liability.

根据本协议其他部分包含的其他责任条款，以下条款定义了供应商对买方因交付缺陷产品、违反政府安全要求或供应商责任的任何其他法律依据而直接或间接遭受的损害赔偿的责任限额。

1) As a general matter, the supplier is only liable in damages with regard to harm it has caused if it is at fault.

一般来说，供应商只有在违约时才对因其造成的损害承担损害赔偿责任。

2) If claims are raised against the purchaser based on no-fault liability which cannot be disclaimed with respect to third parties, the supplier shall be liable to the purchaser to the extent to which it would also be directly liable. The same applies in the event the supplier is sued directly.

如果买方因基于对第三方造成不可否认的无过错责任遭到索赔，供应商应在其直接责任范围内对买方承担责任。此条款同样适用于供应商被直接起诉的情况。

3) Liability for damages is excluded to the extent the purchaser has itself limited its own liability to its customer with legal effect. The purchaser shall attempt, in its agreements regarding such legally permissible liability limitations, to extend their protection to the supplier as well.

如果买方本身将其对客户的责任限制在具有法律效力的范围内，则不包括损害赔偿责任。买方应在其关于此类法律允许的责任限制的协议中，尝试将其责任保护也扩展到供应商。

4) Claims by the purchaser are precluded to the extent the damage is due to acts of commission and omission attributable to the purchaser involving violations of operating, maintenance, and installation instructions, unsuitable or improper usage, improper or negligent handling, natural wear and tear, or faulty repair.

如果损害因买方作为和不作为造成，包括违反操作、维护和安装说明、不合适或不适当的使用、不当或疏忽的处理方法、自然磨损或错误维修，则买方提出的索赔无效。



5) The supplier is liable for measures taken by the purchaser to avert damages (e.g. recall campaigns) to the extent the law so provides.

在法律规定的范围内，供应商应对买方为避免损害赔偿所采取的措施（如召回活动）负责。

6) The purchaser will fully inform and consult with the supplier without delay in the event it intends to assert claims against the supplier based on the above provisions. It shall give the supplier the opportunity to investigate the damage situation. The contracting parties will consult with each other regarding the action to be taken, in particular regarding settlement negotiations.

如果买方打算根据上述规定向供应商提出索赔，买方将立即充分通知供应商并与供应商协商。买方应给予供应商调查损害情况的机会。合同双方应就将要采取的行动，特别是和解谈判，相互协商。

7) The principles of Section 7 (1) shall apply mutatis mutandis if the supplier has no insurance coverage or insufficient coverage.

如果供应商未购买保险或保险额度不够，则应比照适用第7(1)节的原则。

12. Industrial property rights 工业产权

1) The supplier is liable for claims arising from the contractual use of the delivery items that are based on the infringement of industrial property rights and applications pending for such rights (industrial property rights), provided at least one of the rights in the family of related rights has been published by the European Patent Office or in the supplier's home country, the Federal Republic of Germany, France, Great Britain, Austria, or the United States.

如果一系列相关权利中至少某一项权利已由欧洲专利局或供应商母国、德意志联邦共和国、法国、英国、奥地利或美国公布，供应商应基于侵犯工业产权及此类权利（工业产权）申请待审批，对因依合同使用交付项目而产生的索赔负责。

2) The supplier shall indemnify the purchaser and its customers against, hold them harmless from, and procure their release from all claims from the use of such industrial property rights.

供应商应对买方及其客户因使用此类工业产权而提出的所有索赔进行赔偿，使其免受损害，并促使其免于索赔。



- 3) The above does not apply to the extent the supplier manufactured the delivery items according to drawings, models, or other equivalent descriptions or specifications provided by the purchaser and neither knows nor should have known with respect to the products it developed that industrial property rights were thereby infringed.

供应商根据买方提供的图纸、模型或其他同等说明或规格制造交付项目，并且既不知道也不应知道其开发产品的工业产权因此受到侵犯时，上述规定不适用。

- 4) To the extent the supplier is not liable by reason of subsection 3, the purchaser shall indemnify the supplier against, hold it harmless from, and procure its release from all third-party claims.

供应商基于第3小节而无需承担责任时，买方应就所有第三方索赔赔偿供应商，使其免于遭受所有第三方索赔损失，并促使其免除所有第三方索赔。

- 5) The contracting parties agree to inform each other without delay of potential infringement risks and alleged infringements that come to their attention and to afford each other the opportunity to cooperate in countering such claims.

合同双方同意立即相互通知对方其注意到的潜在侵权风险和涉嫌侵权行为，并为对方提供合作反击此类索赔的机会。

- 6) At the purchaser's request, the supplier shall inform the purchaser of any industrial property rights, whether published or unpublished, self-owned or licensed, registered, unregistered or pending, that the supplier uses with regard to the delivery item.

应买方要求，供应商应告知买方供应商使用的与交付项目相关的任何工业产权，无论是已公布的还是未公布的、自有的还是许可的、已注册的、未注册的还是待定的工业产权。

- 7) The liability limitation principles of Section 7 (1) shall apply mutatis mutandis.

13. Use of purchaser's production aids/equipment and confidential information

买方生产辅助设备/生产设备和机密信息的使用应比照适用第7(1)节的责任限制原则。

Models, molds and dies, jigs and templates, sample parts, tools, and other production aids and equipment including confidential information that the purchaser provides to the supplier or pays for in full may only be used for deliveries to third parties with the purchaser's prior written consent.



模型、模具、夹具和模板、零件样品、工具及其他生产辅助设备和生产设备，包括买方提供给供应商或全额支付的机密信息，仅在获得买方事先书面同意后方可用于交付给第三方。

14. Retention of title 所有权保留

The supplier retains title to all goods it delivers until completely paid for. For this purpose, all deliveries shall be deemed to constitute one continuous supply transaction. For current account deliveries, the retention of title shall be considered to secure payment of the account balance owing to the supplier. If the purchaser so joins the goods with other property that they form a whole, and if the other property constitutes the principal object, the purchaser is required to transfer proportionate joint ownership to the supplier, to the extent it has title to the principal object. In such case, the purchaser is entitled to sell the principal object at its own discretion. If the purchaser sells the delivered goods as contemplated by the parties, it hereby assigns in advance to the supplier its accounts receivable from its customer by reason of sale together with all ancillary rights until complete satisfaction of the supplier's claims.

供应商保留其交付的所有货物的所有权，直到货款全部付清为止。鉴于此，所有交付均应视为构成一次持续供应交易。对于经常账户交付，所有权保留应视为确保支付欠供应商的帐户余款。如果买方将货物与其他财产结合在一起形成一个整体，且如果其他财产构成主要客体，则买方须在其对主要客体拥有所有权的范围内，将按比例的共同所有权转让给供应商。在这种情况下，买方有权自行决定出售主要客体。如果买方按照双方的预期出售已交付的货物，则买方特此提前将其因销售而应收客户的账款以及所有附属权利转让给供应商，直到供应商的索赔得到完全解决。

Where the circumstances so justify, the purchaser is upon request by the supplier required to notify the third-party buyers of the assignment and to furnish the supplier with the information and documents it requires to enforce its rights.

合理情况下，应供应商请求，买方须将转让通知第三方买方，并向供应商提供其行使权利所需的资料 and 文件。

The supplier must relinquish and release its interest in collateral to the extent the total value thereof exceeds that of the claims to be secured by more than 20 %.

担保品总价值超过所担保索偿的20%以上时，供应商须放弃并解除其对担保品的权益。

15. General provisions 一般规定

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也可访问www.vwgroupsupply.com获取此条款



1) When determining the amount of the supplier's damage liability under Sections 7, 10, 11, and 12, due account shall be taken in the supplier's favor of its economic situation, the nature, scale, and duration of the business relationship, the extent of any contributory causation and/or negligence on the purchaser's part, and any particularly adverse aspects of the installed condition of the vendor part in question. In particular, a reasonable relationship must exist between the damages, costs, and expenses to be borne by the supplier and the value of the vendor part.

根据第7节、第10节、第11节及第12节确定供应商的损害责任金额时，应考虑供应商的经济状况、业务关系的性质、规模和持续时间、买方的任何促成原因和/或疏忽的程度，以及考虑中的供应商部件安装条件的任何特别不利的方面。特别是，供应商承担的损害赔偿、成本及费用与供应商零件的价值之间关系须合理。

2) If a contracting party ceases paying its debts as they fall due or a petition is filed for commencement of an insolvency proceeding with regard to its assets or for an out-of-court arrangement or composition proceeding, the other party is entitled to rescind the as yet unperformed portion of the contract.

如果合同某方在到期时停止偿付债务，或者申请对其资产启动破产程序，或者申请庭外和解或债务和解程序，则合同另一方有权撤销合同中尚未履行的部分。

3) Should any provision of these Terms and the other agreements entered into be or become invalid, this shall not affect the validity of the other provisions of the contract. The contracting parties are required to replace the invalid provision with a provision that approximates the economic effect of the invalid provision as closely as possible.

如果此条款和其他协议的任何规定无效，不得影响合同其他规定的有效性。要求合同双方以尽可能接近无效条款经济效应的条款取代无效条款。

4) Unless otherwise agreed, the contract shall be governed exclusively by the law of the People's Republic of China. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.

除非另有约定，本合同只适用中华人民共和国法律。1980年4月11日生效的《联合国国际货物销售合



同公约》不适用。

5) The place of performance is the purchaser's registered office (*Sitz*). A varying term may be agreed with respect to delivery.

合同履行地点为买方的注册办事处（*Sitz*）。 可以就交货约定不同条款。

6) For all legal disputes arising from or in connection with this agreement, either party shall have the right to submit the dispute to China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in Beijing in accordance with the arbitration rules of CIETAC in effect at the time of the application for arbitration. The language of the arbitration shall be English. Any arbitration award will be final and binding upon the parties. In the course of dispute resolution, this Agreement shall be continuously valid and be performed by both parties except for the part under arbitration.

对于因本协议引起的或与本协议有关的所有法律争议，合同任何一方均有权将争议提交中国国际经济贸易仲裁委员会（以下简称“仲裁委员会”）根据申请仲裁时有效的仲裁规则在北京进行仲裁。仲裁语言应为英语。任何仲裁裁决都是最后裁决，对合同双方均有约束力。在争议解决过程中，除仲裁部分外，本协议持续有效，合同双方应共同履行。



Instructions for shipping documents and invoicing forms 装运单据和发票单说明

If so agreed, settlement between the supplier and the purchaser shall be by means of credit notes issued by the purchaser (self-billing procedure). Information thereon is available from the purchaser. Unless settlement by credit notes (self-billing) has been agreed, an invoice must be issued for each and every delivery note (Lieferschein). The prescribed invoicing forms must be filled out and must in particular quote the supplier number and the number of the delivery note.

如果双方同意，供应商和买方之间应通过买方出具的货项凭单进行结算（自开账单程序）。有关信息可从买方处获得。除非同意通过货项凭单结算（自开账单），否则须为每张交货票据开具发票（Lieferschein）。须填写规定的发票表格，特别是须注明供应商编号和交货回单编号。

Invoices shall not travel with the goods and shall be submitted only to the place of the purchaser, except where Section 2 (3) applies, in which case only to Wolfsburg. Empties not entered on the delivery note (identification code) become the property of the purchaser free of charge.

发票不得随货物一起运输，仅可提交到买方所在地。但第2(3)节适用的情况除外，这种情况下，仅可提交给沃尔夫斯堡。交货回单（识别码）上未输入的空项将成为买方财产，无需支付费用。



