

## Appendix 4

### 附件 4

#### Compliance Undertaking

#### 合规承诺书

The Supplier undertakes to comply with Scania's compliance requirements including without limitation to the followings:

供应商承诺遵守斯堪尼亚的合规要求，合规要求包括但不限于以下内容：

#### 1. Code of Conduct and Business Ethics

##### 行为准则及商业道德

1.1 The Supplier shall throughout the term of the Contract comply with all requirements of the Scania Code of Conduct as available for viewing and downloading at [www.scania.com](http://www.scania.com). 供应商应在合同的整个期限内遵守《斯堪尼亚行为准则》的所有要求，《斯堪尼亚行为准则》可从 [www.scania.com](http://www.scania.com) 上查阅和下载。

1.2 More specifically, but without limiting the generality of the foregoing, the Supplier warrants and undertakes the following:

更具体地说，除了上述内容中的普遍性规定外，供应商保证并承担以下责任：

- a) It complies, and shall continue to comply, with all applicable laws and regulations, binding decisions by public authorities, and internationally recognized standards, as governing or otherwise relating to:  
遵守并持续遵守所有适用的法律和法规，公共当局作出的具有约束力的决定以及受其管辖或与之有关的国际公认的标准：
  - i. employment and labour rights, including non-discrimination, health and safety, freedom of association and collective bargaining;  
就业和劳工权利，包括不歧视，健康与安全，结社自由和集体谈判；
  - ii. child labour and other human rights;  
童工和其他人权；
  - iii. money-laundering and financing of terrorism, including counterparty due diligence checks;  
洗钱和资助恐怖主义，包括交易对手的尽职调查；
  - iv. bribery and other corrupt practices;  
贿赂和其他腐败行为；
  - v. efficient competition in the market;  
有效的市场竞争；
  - vi. environmental protection; and  
环境保护；和
  - vii. export control as well as international sanctions.  
出口管制以及国际制裁。
- b) It has in place within its own organisation a compliance program as well as other procedures and processes as adequate for preventing violations of conduct undertakings as above (hereinafter referred to as "Incidents"), and also for detecting, reporting and appropriately acting upon any Incident or suspicion thereof.  
在其自己的组织中已经制定了合规计划以及其他足以防止违反上述行为（以下简称“事件”），并发现、报告任何事件或可疑事件并采取适当行动的程序和流程。

- c) It shall not through its own activities and operations, whether in connection with this Contract or even unrelated thereto, cause an Incident that qualifies or may be qualified as under the responsibility of or otherwise directly or indirectly attributable to Scania, Scania Affiliates as defined herein or Scania Network Members.

无论是否与合同有关，甚至与合同无关，均不得通过自己的活动和运营，产生任何导致斯堪尼亚、斯堪尼亚关联公司或斯堪尼亚网络成员承担责任或直接或间接归因于斯堪尼亚、斯堪尼亚关联公司或斯堪尼亚网络成员责任的任何符合条件或可能符合条件的事件。

- d) Clauses 1.1 and 1.2 (a)-(c) shall apply also to all Supplier Associates, for purposes hereof defined as all of the Supplier's direct and indirect subsidiaries, suppliers, subcontractors and other counter-parties that are in any way, whether directly or indirectly, involved in the Supplier's business with Scania, Scania Affiliates or Scania Network Members in connection with the Contract. The Supplier shall safeguard such broad compliance by way of securing and implementing corresponding warranties and undertakings from all relevant [Supplier] Associates.

第 1.1 和 1.2 (a) - (c) 条也应适用于所有供应商关联公司，“供应商关联公司”在此定义为所有供应商的直接和间接子公司，供应商，分包商和其他相对方等以任何方式直接或间接地参与了供应商因本合同而与斯堪尼亚、斯堪尼亚关联公司或斯堪尼亚网络成员有关业务。供应商应确保并实施所有供应商关联方的相应保证和承诺来维护这种广泛的合规性。

- e) To the best of the Supplier's knowledge after duly diligent investigation there have been no Incidents in the past within its own organization or within that of any Supplier Associate, and no investigations or proceedings into alleged or suspected Incidents are threatened or pending against any such organization, other than as separately detailed in writing to Scania prior to signing to this Contract.

在供应商进行尽职调查后，就其所知，除在签署本合同前已书面向斯堪尼亚具体披露的相关信息外，在供应商组织内部或其任何关联方组织内部过去从未发生过任何事件，也没有对该组织的任何声称或涉嫌的事件进行的任何未决调查或诉讼，或存在任何与此有关的威胁。

- 1.3 Scania shall have an unconditional and irrevocable right to conduct audits at least once every calendar year, through its own staff or designated advisers, of all and any records and sites of the Supplier as reasonably required or relevant for verifying that compliant business ethics are employed by the Supplier and that the warranties and undertakings hereof are true and have been fulfilled. Scania shall also be entitled to carry out such an audit at any time after confirmation or reasonable suspicion that an Incident has occurred with the Supplier. All information audited accordingly shall be subject to strict confidentiality, unless already available in the public domain or otherwise in Scania's possession. The Supplier may still limit access to trade secrets not already known to Scania, in which case Scania shall however be entitled to require that such trade secrets are disclosed for review at least by external advisers appointed by Scania and provided also that such advisers may forward relevant trade secrets to Scania if and when an Incident or reasonable suspicion thereof has been identified. Each party shall bear its own costs incurred in connection with audits as aforesaid.

斯堪尼亚享有一项无条件且不可撤销的权利，即至少每一日历年通过其自身的员工或指定的顾问对供应商的全部记录和地点进行合理的审计或核实，以验证供应商已采取了合规的商业道德，并且其陈述与保证真实且已经实现。斯堪尼亚也有权在在确认或合理怀疑供应商发生事件之后的任何时间进行此类审计。所有被审计的信息均应严格保密，除非该等信息已进入公知领域或以其他方式由斯堪尼亚拥有。供应商仍可能就任何斯堪尼亚未知的商业秘密限制访问，但是在这种情况下，斯堪尼亚有权要求供应商将该等商业秘密至少披露给由斯堪尼亚任命的外部顾问，以供审计，且如果已确定事件或就相关事件产生了合理怀疑，此类顾问可以将相关商业秘密转发给斯堪尼亚。各方应自行承担与上述审计有关的费用。

1.4 The Supplier shall through contractual or other undertakings from relevant Supplier's Affiliated Company or subcontractor reserve itself audit rights corresponding to those of Scania as according to Clause 1.3. Upon Scania's request following confirmation or reasonable suspicion that an Incident has occurred with a Supplier's Affiliated Party or subcontractor, a thorough audit of the Incident and the Supplier's compliance with the warranties and undertakings hereof shall be carried out by the Supplier's Affiliated Party or subcontractor through an independent auditor, whose final report shall be forwarded in copy to Scania.

供应商应通过合同或来自相关供应商关联方或承包方的其他承诺，保留其进行审计的权利以应对斯堪尼亚根据第 1.3 条的约定进行相应的审计权利。在斯堪尼亚确认在供应商关联方或承包方发生了事件或就事件的发生存在合理怀疑后，应斯堪尼亚的要求，供应商应通过独立审计师就事件以及供应商的关联方以及承包方遵守承诺与保证的情况进行全面审计，最终的审计报告副本应当抄送给斯堪尼亚。

## 2. Sanction Compliance 制裁合规要求

Notwithstanding aforementioned, Supplier further represents and warrants to Scania that:

供应商向斯堪尼亚陈述与保证：

2.1 Supplier is the entity duly registered in the P.R.C and is not the Sanctioned Party by any authorities. Provided that Supplier or its controller, shareholder, senior management, director of the board or supervisor as well as Supplier's Affiliated Party and/or its controller, shareholder, senior management, director of the board or supervisor becomes the Sanctioned Party at any time subject to any sanction list in any jurisdiction, Supplier is obliged to inform Seller immediately upon the publish of such sanction. For the purpose of this Agreement, "Sanctioned Party" means any entity or individual who is the target under any sanction list published by any authorities worldwide; "Affiliated Party" refers to any entity which directly or indirectly controls or is under common control with or is controlled by, a Party. "Control" (including "controlled by" and "under common control with") shall mean to have the power, directly or indirectly, to direct or cause to direction of management or policies, whether through ownership or voting shares by contract or otherwise;

供应商为在中华人民共和国注册的实体，不属于任何当局的制裁对象。如果供应商或其控制人、股东、高级管理层，董事，监事或者供应商的关联方及/或关联方的控制人、股东、高级管理层、董事、在任何事件成为了任何制裁清单项下实体，供应商有义务在该等制裁清单发布后即刻通知斯堪尼亚中国。为本合同之目的，“制裁对象”是指任何实体或个人其为全球范围内任何当局发布的制裁名单项下的目标；“关联方”是指任何由一方，直接或间接，控制、被控制或与该方处于共同控制之下的实体。“控制”（包括“被控制”及“处于共同控制之下”）是指享有直接或间接管理或决定管理或策略方针的权力，无论是通过所有权或者有表决权的股份，依据合同或其他方式；

2.2 In particular, Supplier shall follow all the export control related laws and regulations, especially the export related rules in the jurisdictions of P.R.C, US and EU. Supplier will not engage in any activities that will violate the export control relate rules. Supplier shall be solely responsible for taking compliance measures to fulfil the said requirements.

供应商应遵守出口管制相关的法律法规，尤其是中国，美国和欧盟管辖范围内与出口管制有关的所有法律和法规，其不会从事任何违反出口管制相关规定的活动且供应商将全权负责采取合规措施以满足上述要求。

**3. A breach of any of the warranties or undertakings herein by the Supplier or any relevant Affiliated Party of Supplier shall be considered an event of default under the Contract as well as any other contractual arrangement between the Supplier and Scania.**

供应商以及供应商的关联方违反本函项下的承诺和保证的行为，应被视为供应商与斯堪尼亚签订的合同以及其他任何合同性安排项下的违约事件。