

GENERAL PROCUREMENT AGREEMENT
通用采购协议

Prepared by: Zou Yan
编制: Zou Yan

Date: 2022-08-22
日期: 2022-08-22

Document Revision

文件版本

Revision: 4.0

版本: 4.0

Revision 版本	Date 日期	Approved by 批准	Amendment Description 修改描述
03	2022-08-22	Tony Chen (Head of Procurement Asia)	
04	2024-12-09	Tony Chen (Head of Procurement Asia)	New Template

List of Parties

相关方明细

By and between: 在如下双方签定

Röchling Automotive Parts (Kunshan) Co., Ltd.
劳士领汽车配件（昆山）有限公司
No.18 Shansong Road, Kunshan New&Hi Tech Industrial Development Zone
Jiangsu Province 215347
P.R. China
江苏省昆山市高新区山淞路18号邮编215347

– hereinafter referred to as “RA“ and 如下简称 “劳士领”
also in the name of and on behalf of 同样适用于RÖCHLING SE & Co.KG在亚洲区
subsidiaries in Asia in which RÖCHLING SE 的直接或间接持股不少于50%股份的公司
directly or indirectly has a majority stake of at
least 50%
and 和

[Supplier Legal Name]
[Street Name & Number]
[Postcode & City]
[Country]

– hereinafter referred to as “SUPPLIER“ 如下简称 “供应商”
– hereinafter alone or collectively referred to as 上述任意一方以下又称 “合同方”，二者并称
“the PARTY” and “the PARTIES ” – “合同双方”

Preamble

RA has concluded this <General Procurement Agreement> (hereafter referred to as “GPA”) with the SUPPLIER who supply the CONTRACT PRODUCT.

This GPA covers all CONTRACT PRODUCTS between the two parties including the CONTRACT PRODUCTS which agreed before this GPA validation and the CONTRACT PRODUCTS after this GPA validation.

This GPA covers & protects all nomination letters/ contract/ Schedule Agreement / orders /QA agreement / Logistic agreements which are used for business between both parties.

1 Description of CONTRACT PRODUCT

1.01 CONTRACT PRODUCT includes products or components which are supplied by the SUPPLIER with or without RA feed of drawing &SPEC, subcontracted products or components which are partly manufactured or supplied raw material by RA to SUPPLIER and finally finished by SUPPLIER and delivered to RA, and services provided by the SUPPLIER.

1.02 Specific CONTRACT PRODUCT data (content, price, quantity, specific requirement etc) will be defined by Nomination Letter, Schedule Agreement, order or contract. And the nomination letter, Schedule Agreement, order, or service contract will be concluded as supplements and appendixes to this GPA, hence be governed by this GPA.

2 Pricing & Quantity provisions

2.01 The price mentioned in nomination letter or contract between RA and SUPPLIER is valid during the whole

序言

劳士领与供应商签订此”通用采购协议” (以下简称“GPA”), 供应商为劳士领供应的协议产品。

本GPA 涵盖合同双方所有协议产品包括本GPA生效前的和生效后的协议产品。

本GPA 涵盖和保护合同双方所有应用于业务所签署的提名信、合同、计划协议、订单、质量合同、物流合同等。

1 协议产品的描述:

1.01 协议产品包括: 由供应商提供的产品或零部件 (无论是否有劳士领提供图纸和标准支持), 劳士领已经部分加工或提供原材料的最终由供应商完成成品并供应给劳士领的外协品或外协零部件, 供应商提供的服务。

1.02 具体的产品信息 (内容, 价格, 数量, 特殊要求等) 由“提名信”、计划协议、订单、或协议定义。提名信、计划协议、订单和协议作为本GPA补充和附件并受本GPA约束。

2 价格及数量条款

2.01 劳士领与供应商在提名信或协议中达成的价格约定在整个量产周期内有效。如有任何设计和/或成本的更改导致需要

mass production. All design and/or cost changes base on the price will be negotiated, controlled by a mutually agreed cost change process and a consensus reached on price. It is SUPPLIER's responsibility to track and report design/cost changes before implementation. SUPPLIER is not authorized to execute any design change without the prior written approval of RA Purchasing Department. Spare parts delivered within 4 years after end of mass production phase will be charged at the serial price applicable in the last full fiscal year of mass production. After this period, spare part pricing shall be less than 1.5 times of the final serial price.

- | | | | |
|------|--|------|---|
| 2.02 | RA shall reserve the right to conduct one or several cost and/or value analyses (CVA) or other productivity programs at the SUPPLIER's site at any time during the contract term in close cooperation with the SUPPLIER. | 2.02 | 通过与供应商密切配合，在合同期内的任何时间，劳士领保留到供应商工厂进行一个或多个成本和/或价值分析（CVA）或其他产能项目评估的权力。 |
| 2.03 | Should the PARTIES in the course of such a program mutually establish and agree on new prices for the contractual scope of CONTRACT PRODUCT, based on a detailed cost breakdown, and new price agreement confirmed by both PARTIES in written, the new price shall then automatically replace the old price. | 2.03 | 对合同范围内的协议产品，若双方共同协商确立了新的价格，基于详细的成本分析及双方对新价格的书面协议，新价格应自动的代替原先约定的价格。 |
| 2.04 | Terms of Payment: 90 days upon RA's receipt and confirmation for the invoice. SUPPLIER can only issue invoice after part incoming quality checking and stocking. Invoicing process & content must meet RA' s requirement. | 2.04 | 付款条款：劳士领收到且确认发票日期起90天。 供应商只有在来料检验合格并且入库后向劳士领开具发票。开发票流程及内容必须符合劳士领规范要求。 |
| 2.05 | Once both parties agreed new payment terms based email or other exchanging information, both parties can set the new payment terms into its internal system & corresponding POs, the new payment terms will be protected automatically by this GPA. | 2.05 | 一旦付款条款有改进，双方以共同确认的邮件信息为依据进行系统更改并应用于后续订单中，更新的付款条款受本协议保护。 |

- | | |
|--|---|
| <p>2.06 The SUPPLIER confirms that the program mentioned in nomination letter is based on RA OEM/OES Customer demand and business award. If the demand or business award change, RA has the right to cancel or postpone the PROGRAM, and to withdraw from any contracts or orders relating to the relative CONTRACT PRODUCT.</p> | <p>2.06 供应商确认，提名信上提及的项目是基于主机厂/原供应商等劳士领的客户需求，如其需求发生变化，劳士领有权将此项目取消或推迟，并可撤销任何相关产品的合同及订单。</p> |
| <p>2.07 The CONTRACT PRODCUT quantity in nomination letter is only a forecast, the actual quantity is according to RA purchase orders.</p> | <p>2.07 提名信上协议产品数量仅为预测，具体交付数量以劳士领采购订单为准。</p> |

3 Mass Production Address, Process & Material

3 批量生产产地，工艺，材料

- | | |
|---|---|
| <p>3.01 The Supplier is responsible for understanding and observing the contents of technical documents (drawings, CAD data, specifications) and of all other technical prescriptions. For any explanations needed, the Supplier must address the reference person of RA. The Supplier is expected to have all unresolved issues clarified during the planning stage. Any change in the technical prescriptions must be preceded by a prior approval in writing by RA. Once the product or component is qualified & approved by RA, before further advanced official approval of RA the Supplier shall not change the materials & its resource, the process, the place of production etc. Verbal agreements are not acceptable. In any case of changes brought without the prior approval of RA, the Supplier shall be bound to compensate any resulting damages.</p> | <p>3.01 供应商负责理解和遵守产品所有技术文件的内容（图纸，CAD 数据，技术要求等）以及其他所有的技术描述。如果需要解释，供应商需要与RA专业负责人员接洽。供应商需要在产品批量生产前关闭所有开口问题。对任何技术规格的变化必须以RA的提前授权为前提。一旦产品被RA批准后，在没有得到RA提前的官方授权前，供应商不能改变任何材料及供货渠道，工艺，产地等。口头协议是无效的。对于没有RA 提前授权的任何变化供应商必须赔偿所有产生的损失。</p> |
|---|---|

4 Asset Management

4 资产管理

- | | |
|--|--|
| <p>4.01 The molds, control Tools and means of production made available to the Supplier by the RA or the end Customer (hereinafter referred to as « RA Asset ») , on an indication of</p> | <p>4.01 对于由RA或终端客户投资或提供的并应用于供应商生产的模具，检具以及生产设备等(如下简称“RA资产”），供应商需要以清晰及持久地标示其为RA或</p> |
|--|--|

- RA, shall be marked in a clear and permanent manner as the property of RA or of the end customer and shall be kept separately from the Supplier's properties.
- 4.02 In no event shall the Supplier be allowed to use **RA Asset** for the manufacture of items intended for other customers, unless RA has expressly consented in writing to such use.
- 4.03 The Supplier shall have a duty to cover **RA Asset**, by means of the stipulation of a suitable insurance policy, against all risks of damage or loss. The Supplier shall keep **RA Asset** received in perfect condition and replace them where necessary. For such purpose, the Supplier shall at its own cost make all necessary repairs and carry out preventive and ordinary maintenance ; providing evidence thereof on request of RA. The Supplier shall answer for the loss or destruction of **RA Asset**. The supplier shall provide **RA Asset** status and relative evidence once RA request.
- 4.04 **RA Asset** are no longer used, the Supplier shall inform RA and ask for instruction. **RA Asset** may be disposed of only upon an express indication previously given by RA in writing.
- 4.05 RA or his end customer are entitled to access the Supplier's premises, during normal work hours, in order to inspect **RA Asset** and check the relevant documentation.
- 4.06 RA is entitled at any time and without need to state the relevant reason to remove **RA Asset** or to request that they be handed to him. In such event, the Supplier shall immediately well package and deliver **RA Asset** to RA or end customer. After the delivery, RA shall pay appropriate shipping costs to the Supplier. The Supplier shall not be entitled to any right of retention with respect to **RA Asset**.
- 4.07 In case **RA Asset** cost is amortized into CONTRACT PRODUCT and the
- 终端客户资产，并与供应商的资产区分管理。
- 4.02 除非RA有书面例外授权，RA资产仅仅应用于供应商和RA之间的相关业务而不能应用于供应商的任何其他客户业务。
- 4.03 供应商有义务运用适当的保险防止客户资产损毁或丢失的风险。 供应商应该将RA资产维护处于最佳状态，基于这个目的供应商负责自费实施预防性和常规的维护并对需要的部分进行必要的维修，这些工作凭证需要归档保存以备RA需要时提供。供应商需要为RA资产的损毁或丢失负责。如RA需要，供应商必须提供RA资产的状态及相关凭证。
- 4.04 RA资产不在使用时，供应商应该通知RA并寻求处理指令。供应商在提前得到RA书面指令后处理RA资产。
- 4.05 RA或终端客户有权利在正常工作时间随时进入供应商的生产场所检查RA资产及其相关文件。
- 4.06 RA 有权在任何时间不需要陈述相关理由而转移RA资产或者要求供应商向RA转移。在这种情况下，供应商必须立即完好包装RA资产并向RA或RA指定的终端客户转移。RA 应该在转移后向供应商支付适当的运输费用。供应商没有任何权利扣留RA资产。
- 4.07 如果RA资产成本摊销在协议产品上且在未达到摊销数量前，RA须在RA资产

agreed amortizing quantity is not reached yet, RA shall pay the rest cost of tools to the supplier within 30days after the tool transferring. Normally RA only pay for the first **RA asset** of the one PRODUCT, in case due to product quantity, the 2nd or more set **RA assets** are needed, the SUPPLIER should undertake the additional investment cost, while anyhow RA has the right of ownership & disposal of the last set **RA Asset** in good condition. If necessary, RA will sign specific contract or order with SUPPLIER to describe items in detail and works as Appendix of this GPA.

转移后30天内支付尚未摊销的模具费用。通常RA只承担产品的首套RA资产费用，如果由于产量原因需要投资后续第二套或更多RA资产，供应商自行承担费用，无论如何RA拥有最后一套完好的RA资产的所有权和处置权。如有必要，劳士领将与供应商签署特定的资产协议或订单以详细描述条款并作为本GPA 附件。

5 PO & Delivery Date

- 5.01 Supplier automatically accepts the PO or Delivery Plan as it has no any feedback to RA within 48 hours since its receiving PO or Delivery Plan. The Delivery date on PO or Delivery Plan means RA plant receiving goods date.
- 5.02 RA is entitled to withdraw from relative orders by giving written notice in the case that SUPPLIER fails to meet the agreed quality or quantity in the performance and fails to make effective remedy within 5work-days following the receipt of a respective written notice.
- 5.03 Supplier delivered product & its delivery shall meet the requirement of RA logistic packaging & delivery specification and Logistic Agreement signed by both parties.

5 订单和交货日期

- 5.01 自收到RA订单或送货计划之时起48小时内没有向RA反馈问题时，供应商即默认接受RA订单或送货计划。RA订单或送货计划上交货日期为到RA工厂收到供应商货物的日期。
- 5.02 若供应商未达到商定的质量或数量要求，并且不能在收到劳士领书面通知后的5个工作日内予以做出有效补救，劳士领有权通过书面通知的方式撤销相关采购订单。
- 5.03 供应商提交RA的货物及运输应符合RA物流包装及运输规范，以及 双方签署的“物流协议”。

6 Product Receipt, Inspection

- 6.01 RA will do product receipt only with regarding to the type, quantity of visible package, and externally visible damage of package on the arrival of the CONTRACT PRODUCTS. SUPPLIER will not be released from the responsibilities of quantity and quality

6 货物接收,检验

- 6.01 协议产品到达劳士领工厂后，劳士领将仅就其类别、可见包装数量及外部可见的包装破损进行接收。供应商将不会因劳士领在货物签收单上的确认而被免除其对产品数量和质量责任。

because of RA's confirmation on the receipt.

- 6.02 RA will do product inspection according to its specification. After quality inspection approval supplier will make invoice to RA according to RA invoicing rule.

Once received Non-qualify claim, supplier shall immediately react in required time period including exchanging product, new batch delivery, solve problems etc. and take all relative responsibility. Based on supply chain risk management, RA has right to do all reaction plan including but not limited to supplier management escalation, cancel order, develop backup supplier, require supplier to draw back products in market etc.

- 6.03 SUPPLIER will not be released from the responsibilities of quantity and quality because of RA's inspection. If defects are noticed during the following assembly, further production and/or in RAOEM/OES Customer and the terminal user's place, the SUPPLIER will be informed immediately in written and supplier must undertake relative responsibility according to the guarantee period and scope.

- 6.02 RA根据RA检验规范进行货物检验。检验合格后供应商根据RA发票管理规范向RA开具发票。

供应商在收到RA检验不良投诉后应立即在要求时间内进行补货/换货/杜绝质量问题等并承担相关责任。RA基于供应安全风险管理的角度有权利进行所有必要的行动包括不限于对供应商进行管理升级, 取消订单, 开发备份供应商, 要求供应商进行产品市场召回等。

- 6.03 RA 对产品的检验将不会免除供应商对产品数量和质量责任。若该协议产品在装配、再生产及/或主机厂/原供供应商等劳士领的客户或最终用户处被发现不合格, 供应商将被立即以书面形式通知, 并须按其产品的质保期限和范围承担责任。

7 Capacity Reservation

- 7.01 The SUPPLIER guarantees the capacity reservation for RA's demand of qualified parts during the whole PROGRAM lifetime. Especially for mass production, the SUPPLIER must reserve the capacity according to the volumes estimated in the nomination letter and RA logistic notice late on, and ensure a minimum production capacity which can fulfill 1.3 times the forecasted volumes. Simultaneously SUPPLIER must also reserve capacity for the start-up of new products. The final reservation of capacity depends on the rolling forecast given to

7 产能预留

- 7.01 供应商保证有足够的产能以实现本项目生命周期内劳士领对合格产品的数量需求。特别是对于批量生产, 供应商须根据提名信预计所需的产量和劳士领物流部门后续需求来预留足够的产能, 确保最低产能将可满足相当于预测数量的1.3倍的供货。同时, 供应商还承诺具备启动新产品的产能。最终产能的预留取决于由劳士领物流部门提供的滚动预测。当供应商意识到该预测数量将会超过自身产能的时, 应在2个工作日内以书面形式通知劳士领。

SUPPLIER by RA Logistics Department. SUPPLIER has to inform RA in written within 2 workdays since the SUPPLIER realizes that the forecast volumes will be above the capacity.

8 Life Cycle Coverage

8.01 The SUPPLIER agrees to deliver CONTRACT PRODUCTS and replacement parts for the duration of the mass production and an additional period of 15 years after the end of the mass production of RA's PROGRAM. Any modification to this obligation must be specified in a <General Quality Agreement> signed between SUPPLIER and RA.

9 Competition

9.01 The CONTRACT PRODUCTS offered by SUPPLIER must be in line with comparable products of competitors in technology, quality and price.

9.02 If receive the OEM/OES customer's direction, RA will seek competitive quotations for the CONTRACT PRODUCT, and send price decrease demand to SUPPLIER in written. The SUPPLIER will have 14 days to match competitive quotation or show RA with adequate and reasonable evidence to justify why the competitive price cannot be met. If RA's OEM/OES customer rejects the evidence, RA has the right to withdraw the GPA and all the relative attachments & orders with the SUPPLIER, the SUPPLIER should return the tools to RA and undertake all the relative loss caused by the rescission of this GPA.

8 生命周期的涵盖

8.01 供应商同意提供该项目批量生产期间所需的协议产品及在批量生产结束后15年内所需备件。对于此项义务如有任何更改，须由供应商与劳士领在另行签订的通用质量协议中详细规定。

9 竞争

9.01 供应商提供的协议产品必须与供应商竞争对手的具可比性同类产品和技术、质量和价格上保持同一水平。

9.02 若得到主机厂/原供供应商客户的指令，劳士领将搜集有竞争力的报价并向供应商提出书面降价需求。供应商在收到该需求后应在14天内调整产品价格，或提供充分证据证明无法达到有竞争力价格的合理性。若劳士领的客户拒绝接受这些证据和理由，劳士领有权解除本协议及依附于本协议的相关附件及订单，供应商则应将模具归还劳士领，并自行承担合同解除所造成的一切损失。

10 Quality**10.1 Quality System**

10.1.01 SUPPLIER shall maintain a quality system according to the standards stated in the <Supplier Quality Agreement> (here after referred to as "SQA")

10.1.02 The SQA and the commonly agreed addendums are part of the GPA. The SUPPLIER is obligated to comply with the requirements set forth in these documents.

10.1.03 SUPPLIER shall inform RA of all technical problems of the CONTRACT PRODUCT, failures and non- expected behaviors. SUPPLIER shall support RA to solve the related problems for RA applications.

10.1.04 Additional specific requirements of RA may apply, such as, SUPPLIER should offer RA relative environment protection material data according to RA requirement, and execute obligations of environment protection requested in national and international standards, regulations and laws and by RA's OEM customer. In case the Products provided by SUPPLIER related to electron, it must not contain the forbidden material stated in ROHS-the Restriction of the use of certain hazardous substances in electrical and electronic equipment.

10.2 Quality Improvement Plan

10.2.01 If the quality results fail to meet with RA requirement, and remain without improvement or fail to reach an agreed quality level for more than 3 months, RA is entitled to request SUPPLIER to set up a

10 质量**10.1 质量系统**

10.1.01 供应商应该根据与劳士领另行签订的” 供应商质量协议” 中的标准来持续保证质量体系。

10.1.02 供应商质量协议和共同商定的附录，是本GPA的一部分。供应商有义务遵循这些文件中的要求。

10.1.03 供应商应在履约期间告知劳士领所有协议产品的技术问题，失效及意料之外的情况。供应商支持劳士领解决其应用上的相关问题。

10.1.04 劳士领特殊要求同样适用，如:按劳士领要求提供环保方面的相关材料信息，确保履行国家及国际标准、法律和规章及劳士领OEM客户环保规定的各项义务。若供应商提供的产品涉及电子电器类产品，则其中不能含有《电气、电子设备中限制使用某些有害物质指令》中规定的限制使用的物质。

10.2 质量改进计划

10.2.01 如果供应商产品质量不符合约定质量要求，且超过3个月未得到有效改进或未达到约定质量水平，劳士领有权要求供应商建立基于以下准则的质量改进计划(以下简称QIP):

	<p>“Quality Improvement Plan” (hereinafter referred to as QIP) based on the following guidelines:</p>		
10.2.02	<p>For those CONTRACT PRODUCTS/components (e.g. Part number), where SUPPLIER does not achieve the agreed quality level, RA has the right to charge the SUPPLIER 4 % of the sales volume of the respective CONTRACT PRODUCT of the respective month as a penalty.</p>	10.2.02	<p>供应商提供协议产品/部件（如零件号）如并没有达到约定的质量水平，劳士领有权在其该月协议产品的销售金额中处以4%的罚款。</p>
10.2.03	<p>In case the PARTIES have to agree on a 2nd QIP within 24 months, RA has the right to extend the SUPPLIER's penalty to 4% of the SUPPLIER's overall yearly sales volume.</p>	10.2.03	<p>若在24个月内，协议双方不得不达成为期第二轮的质量改进计划，劳士领有权将供应商罚款提高到年销售金额的4%。</p>
10.2.04	<p>Once the SUPPLIER achieves the agreed quality level for 3 consecutive months, the penalties paid by the SUPPLIER in the past will be reimbursed.</p>	10.2.04	<p>一旦供应商连续3个月达到约定的质量水平，前一次的罚款将会被退还。</p>
10.2.05	<p>After achieving 6 consecutive months the agreed quality level, the Quality Improvement Plan will end.</p>	10.2.05	<p>在连续6个月达到商定的质量水平后，质量改进计划将会终止。</p>
10.2.06	<p>If the SUPPLIER does not show improvements within 6 months or does not achieve the agreed quality level within 12 months, the SUPPLIER has no right to request penalties return, and RA is entitled to terminate this agreement and related individual contracts based on this agreement, and shift any significant shares of the volume to a second source.</p>	10.2.06	<p>若供应商在6个月内未显示出改进，或在12个月内未达到约定的质量水平，已扣除的罚款供应商无权要求归还且劳士领有权解除本协议及根据本协议之目的订立的其他合同，并转让采购份额给其他供应商。</p>
10.3	<p>Simplified Delivery Process of Defective CONTRACT PRODUCTS and Quality Incidents caused by SUPPLIER</p>	10.3	<p>由供应商导致的协议产品的缺陷交付及质量事故的简化处理流程</p>
10.3.01	<p>Due to the increasing administrative costs for defective CONTRACT PRODUCTS, the PARTIES agree to the following</p>	10.3.01	<p>基于对有缺陷的协议产品导致的管理成本增加，双方同意遵循以下简</p>

	simplified process for reimbursement of costs caused by defective CONTRACT PRODUCTS (Simplified Process)		化流程来解决由缺陷产品导致的费用赔偿（简化程序）
10.3.02	RA may apply this Simplified Process to any incident described in this <SOURCING AGREEMENT>.	10.3.02	对于在本协议中描述的各种质量事故，劳士领可以选择使用此简化程序。
10.3.03	An incident is any disturbance of the processes of RA or its customers, created by SUPPLIER or its products:	10.3.03	事故是指由供应商或其产品造成的劳士领或者其客户生产过程受到的干扰，如：
	(i) A non-conformance related to the component specification (e.g. drawing, environmental specification,..)	(i)	不符合零件自身的技术要求（如图纸、环境规范等）
	(ii) A delay or error in delivery which leads to disturbances in RA manufacturing plant	(ii)	延迟或错误发货导致劳士领工厂的生产受到干扰
	(iii) A PPM/ Quality level over committed target	(iii)	PPM值/质量水平已超出承诺的目标值
	(iv) A non-satisfying response to a complaint (e.g. no response in time, no efficient corrective action,..)	(iv)	对于问题抱怨的不令人满意的回复（如无及时回复、无有效的纠正措施等）
	(v) A rejected PPAP/ ISIR past due caused by the SUPPLIER	(v)	由于供应商原因导致的PPAP不合格/ISIR延期
	(vi) a deviation request by a SUPPLIER after component review	(vi)	在部件审核后由供应商提出的偏差要求。
10.3.04	For any of these incidents a complaint will be issued and an 8D Report with defined corrective actions, as defined by the RA representative, is required.	10.3.04	针对任何以上事故，劳士领将会向供应商抱怨，并有权要求其开出阐明了纠正措施的8D报告。
10.3.05	An incident will have a financial impact according to the cost matrix specified below:	10.3.05	根据以下成本矩阵中的具体阐述，质量事故将会产生财务影响：

Cost Matrix:

成本矩阵

Non-Conformance Costs

不符合成本

	Delivery 发货	Factory 工厂	OEM 主机厂	Field 最终用户
Administration Costs 管理费	2000.00CNY	2000.00CNY	2000.00CNY	2000.00CNY
Analysis 分析	Actual 根据实际产生	Actual 根据实际产生	Actual 根据实际产生I	Actual 根据实际产生
Handling 操作	Actual 根据实际产生	Actual 根据实际产生	Actual 根据实际产生	Actual 根据实际产生
Transport 运输	Actual 根据实际产生	Actual 根据实际产生	Actual 根据实际产生	Actual 根据实际产生
Repair 修理	Actual 根据实际产生	Actual 根据实际产生	Actual 根据实际产生	Actual 根据实际产生
Sorting 分选	Actual 根据实际产生	Actual 根据实际产生	Actual 根据实际产生	--
Part Cost 零件成本	Actual Part costs 实际零件成本	Actual Part costs 实际零件成本	Actual Part costs 实际零件成本	Actual Part costs 实际零件成本
Product Costs 产品成本		Variable*1 变量	OEM Charges 主机厂费用	OEM Charges 主机厂费用

*1Up to 100% of product cost | 最高为100% 产品成本

10.3.06	After the occurrence of an incident that will require additional effort or actions (e.g. Analysis, Handling, etc.), RA will issue a Quality Notification to the SUPPLIER.	10.3.06	事故发生后，若需采取额外的措施或行动(如分析、处理等), 劳士领将向供应商发出《质量通知单》。
10.3.07	Upon final completion of the Non-Conformance-Case, RA should issue a Charge Back Report stating the Non-Conformance-Costs of RA to the SUPPLIER. SUPPLIER should feedback to the report within 5 working days. In case the SUPPLIER fails to respond in time, the report will deemed to be accepted by the SUPPLIER, and RA has the right to deduct the costs specified in the report. If the overall Non-Conformance-Cost for the incident is below ¥5000CNY, RA will automatically debit the costs from coming payment to the	10.3.07	待此不合格事件最终结束后，劳士领应向供应商发出《索赔报告》，标明此次不合格事件使劳士领遭受的损失。供应商应在收到报告后有5个工作日内做出回应。若供应商未及时回复，此报告将被视为被供应商接受，劳士领有权按照报告中的索赔金额在应付给供应商的货款中扣除。若此不合格事件造成的损失的费用低于5000元人民币劳士领有权在通知供应商后自行按照损失的费用从即将付给供应商的货款中扣除，而无须等待供应商的回应。

SUPPLIER, and no need of SUPPLIER's respond.

10.3.08 These costs and flat rates are only to recover RA Non-Conformance-Costs, and are neither punitive nor profit generating.

10.3.08 此项索赔仅为补偿劳士领在事故中损失的费用，不以惩罚或盈利为目的。

11 Warranty

11.01 SUPPLIER expressly warrants that all CONTRACT PRODUCTS and work shall conform to and satisfy the drawings, specifications and samples or other descriptions furnished, specified or approved by RA as well as applicable safety and environmental rules or regulations from time to time in force in the countries where CONTRACT PRODUCTS or vehicles equipped with CONTRACT PRODUCTS are to be sold or used ("Relevant countries"), including those of EU/EFTA, NAFTA and APAC, and shall be of merchantable quality of good material and workmanship, free from defects and in accordance with the provisions of separate QUALITY AGREEMENTS. If CONTRACT PRODUCTS are designed by or on behalf of SUPPLIER, or are in accordance with SUPPLIER specification, which may internally utilize third party's designs, SUPPLIER expressly warrants that the total design content shall be free from defects and that all CONTRACT PRODUCTS made in accordance with such design shall be fit and sufficient for the purpose(s) intended by RA, even if such design is approved by RA, cannot decrease or release SUPPLIER's responsibilities.

11 质量保证

11.01 供应商明确保证所有协议产品及工艺均符合劳士领规定或批准的图纸、技术要求和样件，或其他后续要求；并符合协议产品销售/使用国，或装配协议产品的汽车销售/使用国的现行适用安全环境法律法规，包括欧盟、欧洲自由贸易地区、大西洋自由贸易区以及APAC。并且采用优质的原材料及生产工艺，没有缺陷，符合质量协议的相关条款。若协议产品由供应商设计或代为设计，或符合供应商技术要求（供应商可以内部使用第三方设计），供应商明确保证所有设计内容没有缺陷，根据此设计生产的所有协议产品符合并且完全能够能够满足劳士领的意图，即使该设计由劳士领认可，亦不减轻或免除供应商的责任。

11.1 Warranty Period

11.1.01 34 months after reception of the CONTRACT PRODUCTS by RA (valid for Service/After Market);

11.1 质量保证期限

11.1.01 劳士领接收该协议产品后34个月（适用于服务/售后市场）

<p>11.1.02 60 months after the date of the first registration of a vehicle or driving 150,000kmeters (the earlier matched one will be served as norm), in which any CONTRACT PRODUCTS is incorporated by RA customer.</p>	<p>11.1.02 装配于劳士领客户整车上的协议产品，首次注册后60个月或15万公里（先到为准）。</p>
<p>11.1.03 If any customer required warranty period exceeds the situation mentioned above, the components supplied should follow the requests imposed by the customer.</p>	<p>11.1.03 若任何客户要求的质保期限超过上述期限，供应该客户的零部件应满足该客户要求的质保期限</p>
<p>11.2 Warranty for 0-km Failures</p>	<p>11.2 0-公里故障保修</p>
<p>11.2.1 Definition</p>	<p>11.2.1 定义</p>
<p>11.2.1.01 0-km failures include complaints concerning the delivery condition and concerning the installed condition within the rest of the supply chain up to the arrival of the vehicle in which the product has been installed at the sales branch of the automotive manufacturer or the dealer. Spare parts are covered by 0-km failures until they are installed in the vehicle.</p>	<p>11.2.1.01 0公里故障包括有关从供应链到安装产品的车辆抵达机动车制造商销售处或经销商处期间的，有关交付条件和安装条件的投诉。在将配件安装到车辆之前，其仍被包括在0公里故障范围内。</p>
<p>11.2.2 Findings</p>	<p>11.2.2 调查结果</p>
<p>11.2.2.01 Products that have been complained about as defective by Röchling have to be examined by the Supplier for defects, where the examination and the result of the examination have to be documented in a way that is customary in the industry and sent to Röchling. The scope and detail of testing have to be agreed with Röchling so that any specific requirements of the client of Röchling that may exist can be taken into consideration. The test results, including the corrective measures, preventive measures, and implementation deadlines, have to be submitted to Röchling immediately in the form required</p>	<p>11.2.2.01 供应商应对劳士领投诉有缺陷的产品进行检查。在此，按照业内惯例，对检查和检查结果进行记录，并发送至劳士领。有关测试范围和细节，应与劳士领达成一致，从而可考虑到劳士领客户的任何具体要求。在此，应按照劳士领要求的形式，将包括改正措施、预防措施和实施截止期限的测试结果立即交付至劳士领--一般为符合劳士领规范要求的8D报告。</p>

by Röchling – generally an 8D report in compliance with the specifications Röchling.

- | | | | |
|-----------|---|-----------|--|
| 11.2.2.02 | Röchling reserves the right to demand further or other measures, if these are not customary in the industry, and the Supplier is required to implement these. | 11.2.2.02 | 如不属于业内的常规情况，劳士领有权要求采取进一步或其他措施。在此，要求供应商予以执行。 |
| 11.2.2.03 | If the Supplier is not able to carry out its own investigations or if it does not perform these immediately, Röchling can perform the investigations or have the investigations performed and charge the costs to the Supplier. At the request of Röchling, the Supplier will hand over the relevant product or the relevant assembly to Röchling without delay; a right of retention in these is excluded. | 11.2.2.03 | 如供应商无法自行开展调查，或未立即实施此类调查，劳士领可实施调查，或委托其他方实施调查，并向供应商收取相关费用。如劳士领有要求，供应商不得扣押相关产品或配件，应当立即移交给劳士领。 |
| 11.2.2.04 | Röchling and/or third parties commissioned by Röchling are entitled to take part in all tests or diagnostics conducted by the Supplier or to perform tests of this kind together with the Supplier at its premises following prior appointment. | 11.2.2.04 | 劳士领和/或劳士领委托的第三方有权参加供应商方开展的所有测试或诊断，或经事先约定后，可在供应商处，与供应商一起实施该类测试。 |

11.2.3 Procedure

11.2.3 程序

- | | | | |
|-----------|--|-----------|---|
| 11.2.3.01 | Röchling draws up a test report and also a list of the expenses incurred and sends the products or assemblies complained about, unless they have been reworked, back to the Supplier while invoicing the costs incurred as a result of the delivery of defective products on a transaction basis and in line with the expenses. These costs to be reimbursed also include the costs charged by the client of Röchling for disassembly and installation as well as other incidental costs, such as transport, customers, handling costs, and packaging costs. | 11.2.3.01 | 除供应商已经进行返工处理，劳士领可起草测试报告，以及费用清单，并向供应商开具以交易为目的所交付的缺陷产品所产生的费用的发票，并将缺陷品返回至供应商，此类需要被补偿的费用也包括劳士领客户收取的，有关拆卸和安装的费用以及其它杂费，比如：运输、用户、手续费和包装费用。 |
|-----------|--|-----------|---|

11.2.4 Follow-Up Work

11.2.4.01 Follow-up work on products or assemblies that are the subject of a complaint requires the prior approval of Röchling. If the defect is remedied by the Supplier through follow-up work, the time limits set by Röchling or the client of Röchling have to be complied with. Additional costs that are incurred by Röchling or the client of Röchling in connection with the follow-up work and/or as a result of delayed follow-up work are borne by the Supplier.

11.2.4.02 Should the Supplier not perform the follow-up work on schedule, Röchling is entitled to reject the follow-up work, perform it itself, or arrange for it to be performed by third parties. Component selection actions are also deemed to be follow-up work in this sense. The resulting costs shall be borne by the Supplier.

11.3 Warranty for Failures in the Field

11.3.1 Findings

11.3.1.01 Röchling will provide the Suppliers with a random sample of defective field parts for diagnostics insofar as Röchling has been provided on its side with the defective field parts by its client from its reference market/reference markets for diagnostics.

11.3.1.02 Röchling makes the defective field parts available at the location specified by Röchling or by the client of Röchling or sends them to the Supplier. Costs for sending defective field parts and for the parts diagnostics shall be borne by the Supplier.

11.2.4 跟进工作

11.2.4.01 关于投诉产品或配件的跟进工作需要获得劳士领的事先批准。如供应商通过跟进工作，修复缺陷，则应符合劳士领或劳士领客户设定的期限。劳士领或劳士领客户引起的与跟进工作和/或跟进工作延迟引起的附加费用，应由供应商承担。

11.2.4.02 如供应商未按期开展跟进工作，劳士领有权拒绝跟进工作，并自行开展跟进工作，或安排由第三方实施。在此，组件选择也被视为跟进工作。所引起的费用，应由签约承包商承担。

11.3 现场故障保修

11.3.1 发现

11.3.1.01 劳士领将向供应商提供现场缺陷部件的随机样本，供其诊断。此类现场缺陷部件由劳士领的客户从其相关市场中选取。

11.3.1.02 劳士领在劳士领或劳士领客户指定的地点，提供现场缺陷部件，或将其寄送给供应商。现场缺陷部件的寄送和诊断费用，应由供应商承担。

- | | |
|---|--|
| <p>11.3.1.03 The diagnostics process is carried out on the basis of appropriate standard and load tests.</p> | <p>11.3.1.03 根据合适的标准和装车试验，开展诊断过程。</p> |
| <p>11.3.1.04 The Supplier performs diagnostics on the defective field parts and reports back the diagnostics result of the standard test in the form required by Röchling after no more than 10 work days from the time the parts are made available by Röchling.</p> <p>Destructive diagnostics must be approved in advance by the quality assurance department of the installing plant at Röchling.</p> | <p>11.3.1.04 自劳士领提供部件之日起的10个工作日内，供应商对现场缺陷部件进行诊断，并按照劳士领规定的格式，汇报标准试验的诊断结果。</p> <p>关于破坏性诊断，应事先获得劳士领安装工厂的质量保证部门批准。</p> |
| <p>11.3.1.05 Defective field parts that prove to be defect-free in the course of the standard testing by the Supplier are to be subjected to a load test.</p> <p>The diagnostics result of this load test is to be reported back after no more than 20 work days from the parts are made available by Röchling.</p> | <p>11.3.1.05 在供应商开展标准试验过程中，证明现场缺陷部件无缺陷时，应实施装车试验。</p> <p>应自劳士领提供部件起20个工作日内，汇报该装车试验的诊断结果。</p> |
| <p>11.3.1.06 The defective field parts rejected by the Supplier after the diagnostics have been completed are to be send back to Röchling immediately at the expense of Röchling.</p> <p>If these defective fields parts are not sent back within five work days from the time the conclusive diagnostics result is reported, these defective field parts will be recognized and classed as defective on account of defective products.</p> | <p>11.3.1.06 在完成诊断后，由供应商退回的现场缺陷部件，应被立即返还给劳士领。</p> <p>如未能在最终诊断结果报告后的五个工作日内，返还此类现场缺陷部件，则将此类现场缺陷部件确认和分类为有缺陷的产品。</p> |
| <p>11.3.1.07 Röchling reserves the right to audit the process for analyzing defective parts at any time after agreeing an appointment with the Supplier in advance. If the result of the audit shows that the results process for analyzing defective parts is inadequate, it is proven that the share of responsibility attributed to the Supplier is greater than is</p> | <p>11.3.1.07 在与供应商事先达成一致后，劳士领有权随时对缺陷部件的分析过程进行审核。如果审核结果显示分析过程证明缺陷认定不充分，则证明供应商的责任应该大于诊断结果中反映出来的。本着真实合理分担责任原则，在审核后可对供应商的责任分担予以合理增加。</p> |

reflected in the diagnostics results. In order to obtain a realistic attribution of responsibility pursuant an appropriate increase of the share of responsibility attributed to the Supplier is agreed following the audit.

11.3.2 Attribution of Responsibility

11.3.2.01 The random sample and the diagnostics performed on it in accordance with clause 11.2.4 form the basis for compensation allocated to the Supplier both for the reference market/reference markets as well as for failures in the field outside this market/these markets. Supplier should compensate all cost related to its failure occurred in Röchling and customer/field.

11.3.2.02 These warranty costs consist in particular of the following elements:

- (i) Replacement costs of the products and assemblies in question
- (ii) Costs and expenses for other parts affected, especially ones that have been replaced, in connection with the remedying of the defect, unless this is not necessary based on the repair instructions of the vehicle manufacturer to be applied
- (iii) Country-specific wage costs, especially for disassembly/installation and reprogramming
- (iv) Country-specific customs, handling, packing, and freight costs
- (v) Other costs that have been remunerated to the end customer of the client of Röchling in connection with the regulation of the defect on account of statutory or contractual obligations and are billed to Röchling

11.3.2 责任分担

11.3.2.01 根据11.2.4条实施的随机采样和诊断构成确定供应商在目标市场和该市场以外现场故障赔偿的基础。供应商需赔偿与其不合格件有关的在劳士领和主机厂/失效现场的所有损失。

11.3.2.02 此类保修成本费用尤其包括下列各项：

- (i) 问题产品和部件的更换成本
- (ii) 其他受影响部件的成本和费用，尤其是与修复缺陷有关的更换费用，但不包括车辆制造商维修指南未规定的项目。
- (iii) 国家规定的工资开支，尤其是关于拆卸/安装和重新编程的费用
- (iv) 国家规定的关税、手续费、包装费和运费。
- (v) 依照有关法定或合同义务，就缺陷管理，向劳士领客户的最终用户支付的费用，以及向劳士领收取的费用。

- | | |
|--|---|
| <p>(vi) Internal Röchling or internal client processing and settlement costs, such as administrative costs that are incurred at the client of Röchling and are billed to Röchling.</p> | <p>(vi) 劳士领或客户的内部加工和结算费用，比如劳士领客户处产生的行政管理费用，以及向劳士领收取的费用。</p> |
| <p>11.3.2.03 Röchling will provide the necessary data to the Supplier to the extent it has been provided to Röchling by its client.</p> | <p>11.3.2.03 劳士领将根据劳士领客户向其提供的信息情况，向供应商提供必要的的数据。</p> |
| <p>11.4 Special Recourse</p> | <p>11.4 特殊追索权</p> |
| <p>11.4.1 Definitions</p> | <p>11.4.1 定义</p> |
| <p>11.4.1.01 Special recourse is present in cases of recalls, customer service measures, or series of losses.</p> | <p>11.4.1.01 在发生召回、采用客户服务措施或发生系列损失时，将启用特殊追索权。</p> |
| <p>11.4.1.02 A recall is present:</p> | <p>11.4.1.02 提出召回的情况：</p> |
| <p>(i) when a field measures is ordered on vehicles by the competent agencies or is implemented by the vehicle manufacturer voluntarily, i.e. without an order from the competent agencies, in fulfillment of the regulations requiring it to conduct the field measure or there is otherwise a legal obligation to do so on account of a defective product and the resulting breach of statutory or official regulations or government requirements, especially safety or environmental regulations, or</p> | <p>(i) 当有关部门责令或在无有关部门指令，由车辆制造商自愿实施某类现场措施，按照条例规定，采取现场措施，或由于产品缺陷以及违反法定或官方条例或政府要求，尤其是关于安全或环境条例，或</p> |
| <p>(ii) in the case of customer service measures that are carried out by the vehicle manufacturer on account of defective products to prevent dangers or to avoid more extensive damage or to ensure compliance with other regulations.</p> | <p>(ii) 车辆制造商因产品缺陷，采取客户服务措施，以防止危险、避免更大损失，或确保符合其他条例要求。</p> |
| <p>11.4.1.03 Series of losses are significant – based on standard benchmarks in the automotive industry – accumulations of defects in quality with the same cause of failure. These also consistently include existing quality defects.</p> | <p>11.4.1.03 系列损失的含义-基于汽车产业内的标准-同一故障原因累积的质量缺陷。这也始终包括现有质量缺陷。</p> |

<p>11.4.2 Consequences in the Event of Special Recourse</p> <p>11.4.2.01 The Supplier undertakes to provide defect-free products for the series and for the field immediately.</p> <p>11.4.2.02 In the event of special recourse, the vehicle manufacturer can take all suitable measures to remedy the damage/consequences of defects that have occurred and that are suspected on account of established facts or on the basis of objective facts for all vehicles that were equipped with the product of the Supplier in the vehicle production period in question.</p> <p>11.4.2.03 If products or assemblies are replaced and/or software is updated (also without being replaced) in the course of special recourse measures, the Supplier shall reimburse Röchling all costs and expenses that are incurred and verified in respect of all vehicles from the vehicle production process in question. This also applies for the period before the decision on special recourse of this kind in which the relevant products or assemblies have been replaced on account of the same defects/errors and/or an update of software has been carried out (also without being replaced). If special recourse is not possible on account of insufficient product availability or is not required for reasons of damage limitation, this regulation shall also apply for repair cases in the event of customer complaints.</p> <p>11.4.2.04 The Supplier shall reimburse Röchling the following costs in particular:</p> <p style="padding-left: 20px;">(i) Replacement costs of the products and assemblies in question</p>	<p>11.4.2 特殊追索权的结果</p> <p>11.4.2.01 供应商同意立即为相关系列和现场提供无缺陷产品。</p> <p>11.4.2.02 在特殊追索权的情况下，车辆制造商可采取一切合理措施，对既成事实引起或可能引起，或基于在车辆生产周期内，为所有车辆配备供应商产品这一客观事实，所发生的损坏/缺陷后果，予以修复。</p> <p>11.4.2.03 如在采取特殊追索权过程中，对产品或配件进行更换和/或更新软件（也可不更换），供应商应向劳士领支付车辆生产过程中，有关所有车辆的相关及确认费用。这也适用于因相同缺陷/差错和/或实施软件更新（也可不更换）引起的相关产品或配件更换，而做出该类特殊追索权决定之前的期限。如由于未提供充分的产品，或无须对损害限制做出说明，而无法实施特殊追索权，该条例也同样适用于客户投诉情况下的维修案例。</p> <p>11.4.2.04 供应商应特别向劳士领支付下列费用：</p> <p style="padding-left: 20px;">(i) 问题产品和部件的更换成本。</p>
---	--

- | | |
|---|---|
| <ul style="list-style-type: none"> (ii) Costs and expenses for the parts affected, especially ones that have been replaced, by the special recourse, unless this is not necessary based on the repair instructions of the vehicle manufacturer to be applied (iii) Country-specific wage costs, especially for disassembly/installation and reprogramming (iv) Country-specific customs, handling, packing, and freight costs (v) Other costs that are incurred by the vehicle manufacturer in connection with the regulation of the defect/error on account of statutory or contractual obligations and are billed to Röchling (vi) Processing and settlement costs that have been incurred and verified, such as costs for identifying owners in the event of recalls or costs for creating service instructions that are incurred by the vehicle manufacturer and are billed to Röchling. | <ul style="list-style-type: none"> (ii) 受影响部件的成本和费用，尤其是与特殊追索权有关的更换费用，但不包括车辆制造商维修指南未规定的项目。 (iii) 国家规定的工资开支，尤其是关于拆卸/安装和重新编程的费用 (iv) 国家规定的关税、手续费、包装费和运费。 (v) 因法定或合同义务，由车辆制造商引起的，与缺陷/差错管理相关的其他费用，以及向劳士领收取的费用。 (vi) 产生并经过验证的加工和结算费用，比如：在召回过程中，确认所有人的费用，或创建车辆制造商操作规程的费用，以及向劳士领收取的费用。 |
| <p>11.4.2.05 Insofar as it is possible for and can reasonably be expected of Röchling, in the event of a special recourse case Röchling will:</p> <ul style="list-style-type: none"> (i) Involve the Supplier at an early stage; (ii) Discuss proposals of the Supplier on possible solutions minimizing the damage (e.g. cost-effective repair solutions or an extension of the statute of limitations instead of a preventive customer service measure); (iii) Take perspectives of efficiency and economic viability into consideration when implementing the measures; (iv) Take justified interests of the Supplier concerning the costs and | <p>11.4.2.05 在劳士领能够合理预期的情况下，当提出特殊追索权时，劳士领将：</p> <ul style="list-style-type: none"> (i) 尽早与供应商联系； (ii) 对供应商的建议方案进行讨论，从而将损害减至最低（例如：具有高成本效益的维修方案，或延长诉讼时效，以代替预防性的客户服务措施）； (iii) 在采用相关措施时，将效率和经济可行性考虑在内； (iv) 在对费用和措施范围进行审议时，考虑供应商的正当利益。 |

scope of the measure into consideration.

11.4.2.06 Röchling will fulfill its obligation to minimize damage.

11.4.2.06 劳士领将履行其义务，将损害减之最低。

11.4.3 Preliminary Cost Allocation

11.4.3 初步费用分摊

11.4.3.01 Should the parties to the contract not be able to agree on the allocation of costs within three months from notification of the special recourse by Röchling to the Supplier, Röchling is entitled to assert 50% of the costs already incurred in connection with the special recourse against the Supplier.

11.4.3.01 如在劳士领向供应商发出特殊追索权通知起的三个月内，合同双方无法就费用分配达成一致，劳士领有权向供应商索取与特殊追索权有关的50%已发生费用。

11.4.3.02 A preliminary cost allocation does not represent a final determination of the scope of liability of the parties to the contract.

11.4.3.02 初步费用分摊并不代表对合同双方的责任范围做出最终确定。

11.4.3.03 As soon as the share of responsibility attributed to the Supplier is clarified, the amount asserted in advance by Röchling will be included in the settlement.

11.4.3.03 一旦确定对供应商的责任分担，应在结算中包括劳士领事先提出的金额。

11.5 Costs of Warranty

11.5 质量保证成本

11.5.01 SUPPLIER shall reimburse RA for all verifiable costs, expenses and losses incurred in or incident to the sorting, inspection, replacement, repair, store, disposal and/or reshipment of defective CONTRACT PRODUCTS, and/or PRODUCTS and costs being subject to a serial defect campaign or a recall campaign whether incurred by itself or through a third party. In case of any such event RA will inform SUPPLIER as soon as possible; the PARTIES shall make best efforts to minimize the damage and costs arising in the context of a serial defect or a recall campaign.

11.5.01 对于由劳士领或任何第三方发起的批量缺陷事故或召回事故，所产生挑选、检查、替换、维修、存储、处置和/或重新装运该协议产品所产生的有可变成本、费用及损失，供应商应对劳士领进行赔偿。若发生此类事件，劳士领应尽快通知供应商；双方尽最大努力减少上述批量缺陷或召回带来损失和费用。

11.6 Use of Environmentally Favorable Contract Products and Processes

11.6.01 Within the range of the economic and technical possibilities, SUPPLIER shall deliver environmentally favorable CONTRACT PRODUCTS and use respective processes available for its deliveries and services as well as in subcontractor deliveries or in the additional services of third parties. The SUPPLIER shall be liable for the compatibility with the environment of CONTRACT PRODUCTS and packing materials as well as for all direct and indirect damages caused by violation of legal obligations to ensure proper waste management within his production process. If requested by RA, the SUPPLIER shall issue a Certificate of Inspection for the delivered goods.

11.7 Return of defective CONTRACT PRODUCTS

11.7.01 If SUPPLIER requests to call back the defective CONTRACT PRODUCTS, RA shall immediately make available. SUPPLIER should replace the CONTRACT PRODUCTS and undertake all the relative cost. In case within 10 days after get RA's Quality Notification the SUPPLIER does not make such a request or refuse to undertake the cost for return, it will deemed to be quality defect admitted by SUPPLIER, and SUPPLIER abandon the defective CONTRACT PRODUCT, that RA is entitled to deal with them by itself.

11.6 采用环保的协议产品及程序

11.6.01 供应商应在经济和技术允许范围内提供环保的协议产品，并采用相应的有效供货程序、服务，分供方的供货或第三方的服务也应采取同样要求。供应商确保协议产品及其包装材料符合环保要求，对违反相关法规的产品及材料进行直接和间接的销毁，以确保在其生产过程中对废物进行正确的管理。若劳士领要求，供应商应提供所供商品的检验证明。

11.7 不合格协议产品的退回

11.7.01 由于缺陷产品的供应使劳士领招致的任何损失由供应商承担。即使最终客户不是私人用户而是商业用户，劳士领仍有权就损失要求供应商进行赔偿。

11.8 Exchange of Information

11.8.01 The SUPPLIER is to take out adequate insurance against the risks of recall and product liability, and to produce a proof of insurance to RA on request. For safety parts, supplier must purchase the third party liability and recall insurance.

11.9 Insurance

11.9.01 The SUPPLIER is to take out adequate insurance against the risks of recall and product liability, and to produce a proof of insurance to RA on request. For safety parts, supplier must purchase the third party liability and recall insurance.

11.10 Termination

11.10.01 If supplier want to terminate the agreement due to the product quality, quality system, warranty, or other problem, Supplier must propose to terminate the agreement 12 months in advance. Any notice of termination must be sent by proper way to ensure RA receiving.

11.10.02 All products supplied by the supplier before the termination of this agreement still need to match all quality & warranty requirements based on drawing, SPEC & relative files, and this agreement. Supplier is responsible for the overall quality & warranty issue of its products after the termination of the agreement.

12 General

12.1 Patent Rights

12.1.01 The development results, including related inventions,

11.8 信息交换

11.8.01 供应商承担保险以预防召回及产品责任的风险，若劳士领要求，供应商应提供保险单。对于安全件供应商必须至少购买第三方责任险及召回险。

11.9 保险

11.9.01 供应商承担保险以预防召回及产品责任的风险，若劳士领要求，供应商应提供保险单。对于安全件供应商必须至少购买第三方责任险及召回险。

11.10 质量终止

11.10.01 供应商如果因为产品质量、质量体系、质量保证、或其他问题而打算终止本协议，需提前12个月通知，任何终止通知书必须合适的方式寄送以确保劳士领收到。

11.10.02 本协议在终止后，供应商之前供应的所有产品仍然需要满足图纸、技术要求及本协议相关质保要求，供应商在协议终止后仍然对其所供产品承担相关产品质量责任。

12 通则

12.1 专利权

12.1.01 由劳士领直接或间接付款的开发成果,包括相关发明, 快速样件及文件,

prototypes and documents, paid directly or indirectly by RA, shall, whenever created by the SUPPLIER, become the sole intellectual property and ownership of RA and RA shall, without limitation, be entitled to use them for any application and to file for patents and other statutory protection as it sees fit.

无论何时由供应商做出的，应由劳士领独家享有全部知识产权及所有权。并且，如果适用，劳士领应当不受限制地有权因任何用途而使用或申请专利及其他法律保护。

12.2 Non-Disclosure

12.2 保密

12.2.01 The SUPPLIER is obligated to protect all data (drawing, SPEC etc.) ,which received from RA in any way, not spread to any 3rd parties without RA advanced agreement.

12.2.01 在没有劳士领提前许可的情况下，供应商有义务保护以任何方式从劳士领得到的所有数据（图纸，技术规范等）不会传播的任何第三方。

12.2.02 Without RA advanced agreement, the SUPPLIER is obligated not to supply directly or indirectly to any 3rd parties the CONTRACT PRODUCTS which based on RA owned data & tools.

12.2.02 在没有劳士领提前许可的情况下，供应商有义务不直接或间接向任何第三方供应基于劳士领拥有的数据或模具的协议产品。

12.2.03 Both PARTIES will sign Non-Disclosure Agreement to regulate & protect data & information exchanges between both PARTIES.

12.2.03 协议双方将签署保密协议来管理和保护双方之间的数据和信息交换。

12.2.04 This non-disclosure obligation remains to be valid after the termination or cancellation of this GPA.

12.2.04 保密义务在本GPA终止或解除后依旧有效。

12.3 Force Majeure

12.3 不可抗力

12.3.01 Neither PARTY shall be responsible to the other for any delay or failure to fulfil any obligation under this GPA or for any damage caused thereby in the event of such delay, failure or damage being caused by cases of Force Majeure.

12.3.01 一方因不可抗力而造成延迟履行或没有履行采购合同项下的某些义务，或者因此造成任何损害，无须向另一方承担责任。

12.3.02 Any circumstance beyond the control of the respective PARTY and which impedes or creates unreasonable hardship for the implementation of this GPA and

12.3.02 不可抗力指的是GPA生效之后发生的任何情况，这种情况是超出了相关方的控制，并且妨碍GPA的执行

which arises after this GPA has come into force shall constitute Force Majeure.

12.3.03 In order to effectively invoke Force Majeure, the PARTY shall notify the other PARTY in writing of the commencement of any circumstance constituting Force Majeure as well as the cessation thereof in the first time once happen.

12.3.04 In case Force Majeure happens for part of businesses which is governed by this GPA, Force Majeure will not impact other businesses governed by this GPA.

12.4 Transfer of Rights

12.4.01 SUPPLIER expressly agrees that RA shall have the right to transfer its rights, duties and privileges under the Agreement, in connection with its merger or consolidation with another firm or the divestiture of its business or parts thereof, to another person or firm. RA will inform SUPPLIER of transfer of rights after the transferred contract comes into force.

12.5 Invalid Provision

12.5.01 If any provision of the Agreement is held invalid by a competent authority or a court of competent jurisdiction, the validity of the remaining provisions shall not be affected thereby on the condition that in such case the PARTIES shall agree upon a provision to be substituted for the eliminated provision which shall, as close as possible, have the economic effect of the eliminated provision. If the PARTIES have reached no agreement regulating a circumstance, an agreement regulating is to be made in the

或为采购合同的执行创造不合理的困难。

12.3.03 为了有效地援引不可抗力，一方必须在不可抗力发生后第一时间书面通知另一方构成不可抗力的任何情况的开始时间及该情况的停止时间。

12.3.04 假设不可抗力发生于本GPA涵盖下的部分业务，不可抗力不影响本GPA 涵盖下的其他业务运行。

12.4 合同转让权利

12.4.01 供应商明确同意：在本协议下，若劳士领与其他公司合并或出售其业务或产品给其他个人或公司，劳士领有权转让其合同权利、义务及相关特权。转让的合同生效后，劳士领将通知供应商。

12.5 失效条款

12.5.01 若任何有权当局或法律仲裁机构判定本协议的任一条款无效，双方应就新条款达成协议以代替被取消的条款，新条款应尽量接近原条款，具备原条款的经济效果，在此情况下，其他条款的有效性不受影响。若双方对形成新条款无法达成一致，双方应本着共同利益，根据本协议的主体原则而达成一致。

spirit of this contract, taking into account joint interests.

12.6 Place of Performance

12.6.01 The place of performance is the place of the individual RA location from which the order is issued.

12.7 Settlement of Disputes

12.7.01 Any disputes arising out of or in connection with the Agreement which cannot be resolved amicably by the Parties within 30 days after the dispute has arisen, shall be finally submitted to the competent local court of RA.

12.7.02 The lawsuit fee shall be borne by the losing party except as otherwise awarded by the court. During the lawsuit proceedings, the Parties shall continue to perform this Agreement except for the stipulations which are in dispute, otherwise the PARTY who fail to remain execution should undertake responsibility of the breach action.

12.8 Applicable Law

12.8.01 This GPA shall be governed by the laws of the People's Republic of China.

12.9 Interaction with other Contracts

12.9.01 The provisions of the GPA shall supersede all previous INDIVIDUAL AGREEMENTS with SUPPLIER, unless a specific clause in the INDIVIDUAL AGREEMENT deviates by using the wording: "The following provision shall apply in expressed deviation of the respective clause of the GPA".

12.6 执行地

12.6.01 每份订单中劳士领所在地即合同履行地点。

12.7 争议解决

12.7.01 由此采购协议引发的或与本采购协议相关的争议，若在产生30天内双方不能友好解决，应最终提交劳士领（有争议的劳士领具体工厂）所在地有管辖权的法院解决。

12.7.02 除非法庭另有判决，否则诉讼费用由败诉的一方承担。在诉讼过程中，除有争议的部分外，双方仍然应当继续执行本协议，否则应向对方承担违约责任。

12.8 适用法律

12.8.01 本GPA受中华人民共和国法律约束。

12.9 与其他合同冲突

12.9.01 本GPA中的条款应替代之前所有与供应商签订的个别协议，除非在该个别协议中有特别条款不一致，并已采用此文字描述 - “在与采购协议相关条款冲突时如下条款仍然适用”。

12.10 Legal Force

12.10.01 This GPA shall become effective upon signing by the authorized representatives and company stamp or contract stamp of the two Parties. This GPA and all the other agreements or terms mentioned above or to be concluded as supplements and appendixes to this GPA shall form an integral part of this GPA. Any modification, delete, cancel or complement of the above documents comes into force only after they are confirmed by both PARTIES in written.

12.10.02 This GPA shall be signed both in English and Chinese languages and in two original sets. Each Party shall hold one original set. The Chinese version should be the standard, and English version is only for convenient working.

12.10 法律效力

12.10.01 此GPA在双方授权代表签字并加盖公章/合同章后生效。本协议及所有其他协议或条款，或后续签署的本GPA的补充或附件，均视为本GPA不可分割的一部分。对上述文件的任何更改，删除，撤销和补充只在双方书面确认后方能生效。

12.10.02 本协议有中文和英文两种文本，一式二份，合同双方各持一份。合同文本内容以中文文本为准，英文文本仅为方便工作而使用。

Signature Page

签字页

Party 1	
<p>Roehling Automotive Parts (Kunshan) Co., Ltd.</p> <hr/> <p>Company 公司</p> <p>[Place & Date]</p> <hr/> <p>Place & Date 场所&日期</p> <p>[Position]</p> <hr/> <p>Position 职位</p> <p>[Name in Block Letters]</p> <hr/> <p>Name in Block Letters 名字（印刷体）</p> <hr/> <p>Authorized Signatory 1 授权签字人1</p>	<p>Roehling Automotive Parts (Kunshan) Co., Ltd.</p> <hr/> <p>Company 公司</p> <p>[Place & Date]</p> <hr/> <p>Place & Date 场所&日期</p> <p>[Position]</p> <hr/> <p>Position 职位</p> <p>[Name in Block Letters]</p> <hr/> <p>Name in Block Letters 名字（印刷体）</p> <hr/> <p>Authorized Signatory 2 授权签字人2</p>

Party 2	
<p>[Supplier Legal Name]</p> <hr/> <p>Company 公司</p> <p>[Place & Date]</p> <hr/> <p>Place & Date 场所&日期</p> <p>[Position]</p> <hr/> <p>Position 职位</p> <p>[Name in Block Letters]</p> <hr/> <p>Name in Block Letters 名字（印刷体）</p> <hr/> <p>Authorized Signatory 1 授权签字人1</p>	<p>[Supplier Legal Name]</p> <hr/> <p>Company 公司</p> <p>[Place & Date]</p> <hr/> <p>Place & Date 场所&日期</p> <p>[Position]</p> <hr/> <p>Position 职位</p> <p>[Name in Block Letters]</p> <hr/> <p>Name in Block Letters 名字（印刷体）</p> <hr/> <p>Authorized Signatory 2 授权签字人2</p>