

# GENERAL TERMS AND CONDITIONS OF PURCHASE FOR MACHINES AND EQUIPMENT

Hirschmann Automotive Group

March 2024

## 一般采购条款和条件

### 用于机器和设备

赫尔思曼汽车技术集团

2024 年 3 月



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## 1 SUBJECT AND SCOPE

- 1.1 These General Terms and Conditions of Purchase for Machines and Equipment (hereinafter referred to as **"Terms and Conditions of Purchase"**) shall apply to all purchases, contracts, orders and other contractual declarations in connection with the purchase of machines, devices, components, assembly technology and mechanical systems, their accessories, spare and wear parts (hereinafter referred to as **"Machines"**) by and the provision of deliveries or services in connection with Machines to Hirschmann Automotive GmbH with its registered office in Rankweil, Austria, and its Affiliated Companies (hereinafter referred to as **"Hirschmann Automotive"**), unless expressly agreed otherwise in writing.
- 1.2 Unless otherwise agreed in writing, these Terms and Conditions of Purchase shall apply to all Suppliers of Hirschmann Automotive, meaning all companies delivering goods or providing services to Hirschmann Automotive (hereinafter referred to as **"Supplier"**). These Terms and Conditions of Purchase shall also apply to all Affiliated Companies of the Supplier, insofar as they are involved in the purchasing process.
- 1.3 **"Affiliated Companies"** shall mean all companies, which are directly or indirectly controlled by a party, control a party, are under common management with a party or are under common control with a party; such control being presumed in any case if more than 50% of the shares or voting rights are held directly or indirectly. This also includes any future Affiliated Companies of the parties. Either party may at any time request from the other party a list of the current Affiliated Companies.
- 1.4 These Terms and Conditions of Purchase shall apply to the entire supply relationship between the Supplier and Hirschmann Automotive. These Terms and Conditions of Purchase shall therefore also apply to all future deliveries of goods and performances of services to Hirschmann Automotive as well as to contracts already concluded, even if they are not separately agreed again in the individual case.
- 1.5 General terms and conditions of the Supplier shall not apply, even if Hirschmann Automotive has not separately objected to their application in the individual case. Even if Hirschmann Automotive refers to a letter containing or referring to the terms and conditions of the Supplier or of a third party, this shall not constitute an agreement to the application of such terms and conditions. The same shall apply to the acceptance of goods or payments or any other conduct of Hirschmann Automotive.
- 1.6 Hirschmann Automotive reserves the right to amend these Terms and Conditions of Purchase at any time, with the new version applying to all contracts entered into thereafter from the date of publication on the website <https://www.hirschmann-automotive.com/>.

## 2 ORDER – CONCLUSION OF CONTRACTS

- 2.1 Any conclusion of a contract must be in writing in order to be legally binding (whereby e-mail, fax or EDI shall be deemed to fulfil the written form requirement).

## 1 主题和范围

- 1.1 本《机器设备采购通用条款》（以下简称“采购条款”）适用于赫尔思曼汽车技术有限责任公司（注册地：奥地利兰克韦尔）及其关联公司（以下简称“赫尔思曼汽车部件”）购买机器、设备、部件、装配技术和机械系统及其附件、备件和易损件（以下简称“机器”）以及提供与机器相关的供货或服务的所有采购、合同、订单和其他合同声明，除非另有明确的书面约定。
- 1.2 除非另有书面约定，本采购条款适用于赫尔思曼汽车的所有供应商，即向赫尔思曼汽车交付货物或提供服务的所有公司（以下简称“供应商”）。本采购条款也适用于供应商的所有关联公司，只要其参与采购过程。
- 1.3 “关联公司”系指由一方直接或间接控制、控制一方、与一方处于共同管理之下或与一方处于共同控制之下的所有公司；在任何情况下，如果直接或间接持有 50% 以上的股份或投票权，则推定其具有控制权。这也包括双方未来的任何关联公司。任何一方均可随时要求另一方提供当前关联公司的名单。
- 1.4 本采购条款适用于供应商与赫尔思曼汽车之间的整个供货关系。因此，本采购条款也适用于赫尔思曼汽车公司未来的所有货物交付和服务履行，以及已签订的合同，即使在个别情况下未另行约定。
- 1.5 供应商的一般条款和条件不适用，即使赫尔思曼汽车未在个别情况下单独反对其适用。即使赫尔思曼汽车销售有限公司提及包含或提及供应商或第三方的条款和条件的信件，也不构成对适用该等条款和条件的同意。该条款同样适用于赫尔思曼汽车的收货、付款或任何其他行为。
- 1.6 赫尔思曼汽车技术保留随时修改此采购条款与条件的权利，新版本适用于自网站 <https://www.hirschmann-automotive.com/> 发布之日后签署的所有合同。

## 2 订单--合同的签订

- 2.1 任何合同的签订都必须以书面形式进行，这样才具有法律约束力（电子邮件、传真或电子数据交换应被视为符合书面形式的要求）。

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- 2.2 Orders of Hirschmann Automotive (hereinafter referred to as "**Order**" or "**Orders**") shall be deemed accepted by Supplier and shall become binding unless Supplier objects in writing within five calendar days (received by Hirschmann Automotive).
- 2.3 The acceptance of an Order placed by Hirschmann Automotive is only possible with regard to the entire Order. Supplier shall also inform Hirschmann Automotive expressly and in a clearly visible manner about any deviations of the order confirmation from the Order.
- 2.4 The respective company within Hirschmann Automotive Group that has placed the Order with the Supplier is stated in the written Order. Claims by the Supplier shall exist exclusively against this company within Hirschmann Automotive Group and not against any of its Affiliated Companies.
- 2.5 As a pre-condition for acceptance of the Order, deliverability and trustworthiness shall be deemed to be material qualities of the Supplier. The Supplier shall to this extent, prior to acceptance of the Order, also be subject to special explanatory obligations, in particular regarding possible limits to the Supplier's ability to deliver, liquidity and feasibility of the Order. Hirschmann Automotive therefore reserves the right to withdraw from the Order, without consequences, if facts become known which are able to seriously question the ability of the Supplier to deliver or negatively impact the trustworthiness of the Supplier.
- 2.6 Offers, order acceptances, order confirmations and other contractual declarations of the Supplier are binding and irrevocable. In addition, all documents, in particular specifications, illustrations, descriptions, drawings and brand specifications of the Supplier as well as further information, technical advice and other details provided by the Supplier are compulsory and binding for the Supplier and shall become part of and be deemed an integral part of the Order.
- 2.7 Supplier shall not be entitled to make any changes to the goods or services without the prior written approval of Hirschmann Automotive.
- 2.8 Within the scope of reasonableness, Supplier shall be obliged to make changes to the goods or services as requested by Hirschmann Automotive (e.g. with regard to specifications, drawings, design, constructions, time and place of delivery, packaging, quality, quantity and means of transport). Supplier shall inform Hirschmann Automotive without undue delay of any effects of the change request on the agreed prices and/or dates; otherwise the originally agreed prices/dates shall remain binding also for the changed goods or services. If the Supplier notifies potential effects of the change request on the agreed prices/dates in a timely manner, the parties shall reach an appropriate and mutual written arrangement to implement the change request.

### 3 DELIVERY – TRANSPORT

- 3.1 Incoterms 2020 apply. Unless otherwise expressly agreed in writing, all deliveries are to be made DDP to the respective Hirschmann Automotive plant, and within the EU, DAP to the Hirschmann Automotive plant or to the place designated by Hirschmann Automotive. In the event that the delivery date falls on a

- 2.2 赫尔思曼汽车的订单（以下简称“**订单**”或“**订单**”）应被视为已被供应商接受并具有约束力，除非供应商在五个日历日内（赫尔思曼汽车收到）以书面形式提出异议。
- 2.3 赫尔思曼只接受订单的全部内容。供应商还应当以清晰可见的方式明确告知赫尔思曼汽车公司**订单确认书**与**订单**的任何偏差。
- 2.4 赫尔思曼汽车集团内向供应商下订单的公司在书面订单中注明。供应商的索赔只针对赫尔思曼汽车集团内的该公司，而非其任何关联公司。
- 2.5 作为接受订单的前提条件，可交付性和可信性应视为供应商的重要品质。因此，在接受订单前，供应商还应承担特别说明义务，特别是关于供应商交付能力、流动性和**订单**可行性的可能限制。因此，赫尔思曼汽车技术保留在获悉供应商的供货能力受到严重质疑或供应商的可信度受到负面影响的情况下撤销订单的权利，且不承担任何后果。
- 2.6 供应方的报价、订单接受书、订单确认书及其他合同声明均具有约束力且不可撤销。此外，供应商提供的所有文件，特别是规格、说明、描述、图纸和品牌规格以及进一步信息、技术建议和其他细节，对供应商具有强制性和约束力，且同时也应视为**订单**的组成部分。
- 2.7 未经赫尔思曼汽车技术公司事先书面批准，供应商无权对货物或服务进行任何变更。
- 2.8 在合理范围内，供应商有义务按照赫尔思曼汽车技术公司的要求对货物或服务进行变更（例如规格、图纸、设计、结构、交付时间和地点、包装、质量、数量和运输方式）。供应商应及时告知赫尔思曼汽车技术变更要求对约定价格和/或日期的影响，否则原约定价格和/或日期对变更后的货物或服务仍具有约束力。如果供应商及时通知了变更请求对约定价格/日期的潜在影响，则双方应达成适当的、相互的书面安排以执行变更请求。

### 3 交付-运输

- 3.1 适用《国际贸易术语解释通则2020》。除非另有明确的书面约定，否则，所有交货均以 DDP 方式交付至赫尔思曼汽车技术各工厂，在欧盟范围内以 DAP 方式交付至赫尔思曼汽车技术各工厂或赫尔思曼汽车技

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bank holiday, delivery must take place on the previous working day.

- 3.2 The delivered goods must be properly packaged and labelled. The Supplier shall comply with applicable standards, statutory provisions, and the specifications of Hirschmann Automotive regarding packaging and labeling of goods.
- 3.3 Delivery is to be made in accordance with the shipping method specified in the Order. If no agreements have been made regarding transport, the shipping route and means of transport will be determined by Hirschmann Automotive at its own discretion, to the exclusion of any liability for Hirschmann Automotive. Any liability for late delivery or transport damage will be borne by the Supplier.
- 3.4 If the delivery of goods or the performance of services is made prematurely, Hirschmann Automotive will be entitled to charge the Supplier for the costs incurred thereby. Returns or storage of deliveries made ahead of schedule will be at the risk of the Supplier. Payments for early delivered goods or performed services are to be made in accordance with the agreed delivery or performance date.
- 3.5 Partial deliveries or performances are only permissible with the express written consent of Hirschmann Automotive.
- 3.6 Risk of loss or damage will only pass upon handover of defect-free goods to Hirschmann Automotive, meaning the receipt of the goods at the agreed plant of Hirschmann Automotive, and not before the agreed delivery date.
- 3.7 For each delivery of goods, the Supplier shall send a dispatch note to Hirschmann Automotive as a delivery notice and shall provide all documents required for customs clearance. The Supplier shall bear all costs incurred by Hirschmann Automotive due to incomplete or delayed documents, delivery papers, or labels.
- 3.8 Any agreement of a retention of title by the Supplier is expressly excluded.

#### 4 DELAY

- 4.1 Regardless of all foreseeable or unforeseeable circumstances (with the exception of force majeure as defined in clause 5 below), the Supplier is obliged without restriction to deliver or perform on time and shall do everything in its power to ensure timely delivery or performance. Therefore, the Supplier shall bear all procurement risk, and all risk related to delivery problems on the part of sub-suppliers will be borne by the Supplier.
- 4.2 The delivery or performance dates stated in the Orders are binding. Time is of essence. The delivery or performance period shall commence with the written placing of the Order by Hirschmann Automotive. Relevant for the timeliness of a delivery is the handover of the delivered Machine or the complete provision of services or, if agreed, the positive final acceptance, whichever occurs later and unless otherwise agreed.
- 4.3 The Supplier shall inform Hirschmann Automotive immediately in writing about any difficulties or delays affecting the delivery of goods or provision of services to be expected as soon as they become apparent. In this case, the Supplier shall inform Hirschmann Automotive in writing about the reasons for the delay, its expected

术指定的地点。如果交货日期适逢银行假日，则应提前一个工作日交货。

- 3.2 交付的货物应妥善包装并贴上标签。因此，供应商应遵守适用的标准、法律规定和赫尔思曼汽车技术公司的规范。
- 3.3 应按订单中指定的运输方式交付货物。如未约定运输方式，则由赫尔思曼汽车技术公司自行决定运输路线和运输方式，且赫尔思曼汽车技术公司不承担任何责任。延迟交付或运输损坏的责任均由供应商承担。
- 3.4 如果过早交付货物或履行服务，赫尔思曼汽车技术公司有权向供应商收取由此产生的费用。提前交付货物的退货或仓储风险由供应商承担。提前交付的货物或履行的服务，其付款仍应按约定的交付或履行日期支付。
- 3.5 部分交付或履行，必须获得赫尔思曼汽车技术公司明确书面同意。
- 3.6 损失或损坏的风险转移必须在赫尔思曼汽车技术公司收到无瑕疵的货物后才发生，即赫尔思曼汽车技术公司在约定的工厂收货，但不得早于约定的交付日期。
- 3.7 每次交付货物时，供应商应向赫尔思曼汽车技术公司发送一份发货单作为交货通知，并提供清关所需的所有文件。供应商应承担赫尔思曼汽车技术公司因文件、交货单或标签不完整或延误而产生的所有费用。
- 3.8 明确排除供应商保留所有权的任何约定。

#### 4 延误

- 4.1 无论存在何种可预见或不可预见的情形（下文第 5 条定义的不可抗力除外），供应方均有义务不受限制地按时交付或履约，并应尽一切努力确保按时交付或履约。因此，供应商应承担采购风险，且分供方的交付问题由供应商负责。
- 4.2 订单中规定的交货或履约日期具有约束力。时间是关键。赫尔思曼汽车销售（上海）有限公司以书面形式下达订单后，交货期或履约期开始计算。与交付时间相关的是交付机器或提供全部服务，或（如有约定）最终验收合格，以时间在后者为准，除非另有约定。
- 4.3 供应商有义务在出现任何影响货物交付或服务提供的困难或延误时，立即以书面形式通知赫尔思曼汽车技术公司。在此情况下，供应商应将发生延迟的原因、预计持续时间与影响及供应商采取的措施以书面形式





duration, and its effects, as well as about the measures taken by the Supplier. In addition, the Supplier shall immediately take all measures in its power to ensure timely delivery or performance.

- 4.4 In the event of a delay in delivering goods or performing services for any reason whatsoever (except force majeure as defined in clause 5), Hirschmann Automotive will be entitled, even without proof of loss or damage, to charge a contractual penalty irrespective of fault in the amount of 1.0% of the respective Order value per commenced week. In any case, Hirschmann Automotive expressly reserves the right to claim further damages or other costs arising from the delay. The Supplier shall compensate Hirschmann Automotive and its customers for all loss and damage, costs, and expenses incurred as a result of the delay.
- 4.5 In the event of a delay of more than five weeks, Hirschmann Automotive shall also be entitled to withdraw from the contract without consequences, to obtain replacement from a third party at Supplier's costs and to claim compensation for damages exceeding the contractual penalty.
- 4.6 The acceptance of delayed deliveries or services does not exclude any claims for compensation.

## 5 FORCE MAJEURE

- 5.1 In the event that the timely performance of the obligations binding on each party under these Terms and Conditions of Purchase is prevented or hindered by proven circumstances of force majeure (i.e. unforeseeable and unavoidable circumstances resulting from natural disasters, governmental restrictions, labor disputes with the exception of strikes limited to the Supplier's company, embargos, fire or similar circumstances caused by natural forces, or governmental agencies that prevent the respective party's own performance to such an extent that the respective circumstance is – despite preventive risk management – beyond the reasonable control of the respective party), the respective party will be released from its contractual obligations for the duration of this event and to the extent of its effects. Price increases or delivery difficulties on the part of sub-suppliers of the Supplier will not be regarded as force majeure events.
- 5.2 In such cases, the party affected by the force majeure event shall immediately inform the other party in writing and shall state the expected duration of the disruption, the expected effects, and the remedial measures taken.
- 5.3 The party affected by the force majeure event shall restore its performance as soon as possible.
- 5.4 Hirschmann Automotive will be entitled to procure the goods or services from other sources for the duration of the delay due to force majeure, to reduce the agreed quantities without any liability vis-à-vis the Supplier and, after a reasonable period of time, to withdraw from the contract without any liability towards Supplier.

## 6 ACCEPTANCE

- 6.1 A pre-acceptance test is carried out by both parties at the Supplier's site under the responsibility of the Supplier. At Hirschmann Automotive's option, a pre-acceptance test can be carried out without Hirschmann

通知赫尔思曼汽车技术公司。此外，供应商应立即采取一切措施尽可能确保及时交付或履约。

- 4.4 如果因任何原因（第5条定义的不可抗力除外）延误交付货物或履行服务，即使没有损害证据，赫尔思曼汽车技术公司亦有权按每开工一周对相应订单价值标准收取1.0%的合同违约金，无论是否有过错。任何情况下，赫尔思曼汽车技术公司均明确保留对因延误造成的进一步损害或其他费用的索赔权。供应商应承诺赔偿赫尔思曼汽车技术公司及其客户因延误而造成的所有损失、成本和费用。
- 4.5 如果延误超过五周，赫尔思曼汽车公司有权撤销合同而不承担任何后果，并有权要求第三方更换供货商，费用由供货商承担，并有权要求赔偿超过合同违约金的损失。
- 4.6 接受延迟交付或服务并不排除任何赔偿要求。

## 5 不可抗力

- 5.1 如果由于经证实的不可抗力情形（即：由于自然灾害、政府限制、劳动争议（仅限于供应方公司的罢工除外）、禁运、火灾或由自然力量或政府机构造成的可预见或不可预见情况），导致无法或无法及时履行本采购条款和条件对各方具有约束力的义务。如果该等情形阻碍了各方自身的履约，且该等情形超出了各方的合理控制范围（尽管已采取预防性风险管理措施），则在此类事件持续期间及在其影响范围内免除各方的合同义务。供应商的分供方提价或交货困难不应视为不可抗力事件。
- 5.2 在此情况下，受不可抗力事件影响的一方应立即以书面形式通知另一方，并说明中断的预计持续时间、预期影响和已采取的补救措施。
- 5.3 受不可抗力事件影响的一方应尽快恢复履约。
- 5.4 在不可抗力导致的延误期间，赫尔思曼汽车技术有权从其他渠道采购货物或服务，有权减少约定（采购）数量，而无需对供应商负责，并在合理期限后有权撤销合同，而无需对供应商承担任何责任。

## 6 接受

- 6.1 验收前测试由双方在供应商现场进行，由供应商负责。根据赫尔思曼汽车技术的选择，预验收测试可以

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Automotive being involved. In this case, the pre-acceptance protocol must be sent to Hirschmann Automotive before the Machine is delivered.

- 6.2 If the pre-acceptance test shows that the respective delivery is not in conformity with the contract, the Supplier must immediately remedy all defects before the agreed delivery date in order to ensure that the delivery is in conformity with the contract. New pre-acceptance tests are then to be carried out at the request of Hirschmann Automotive.
- 6.3 The Supplier shall bear all costs of the pre-acceptance tests. However, Hirschmann Automotive shall bear the travel expenses incurred by its representatives in connection with the pre-acceptance test as well as the costs for the necessary materials and tools that need to be provided to the Supplier for the pre-acceptance tests.
- 6.4 The commissioning, installation and implementation of the Machine will take place immediately after delivery (but no later than within three (3) calendar days after delivery) by both parties at the Hirschmann Automotive site in accordance with the agreed operating instructions and specifications. The responsibility for successful commissioning, installation and implementation lies with the Supplier. The Supplier bears all costs of commissioning, installation and implementation.
- 6.5 The final acceptance of the Machine takes place immediately after commissioning (but no later than within five (5) calendar days after commissioning) at the Hirschmann Automotive site. The final acceptance is carried out on the basis of Hirschmann Automotive's final acceptance protocol, which must be signed by both parties.
- 6.6 Hirschmann Automotive bears all costs of final acceptance. However, the Supplier shall bear all travel and living expenses for its representatives in connection with commissioning/final acceptance.
- 6.7 If the final acceptance shows that the delivery is not in conformity with the contract, the Supplier must remedy all defects without delay, but no later than within five (5) calendar days, in order to ensure that the delivery is in conformity with the contract. For defects that cannot be remedied within this period, the Supplier must draw up an action plan with detailed corrective measures. At Hirschmann Automotive's request, new final acceptance tests will then be carried out.
- 6.8 If defects are found which do not affect the functioning of the Machine or the safety and health of the employees, acceptance may be carried out subject to the immediate elimination of these defects. During this period, the Machine can already be used by Hirschmann Automotive for production. The remaining payment shall be withheld until all defects have been rectified.

## 7 PRICES AND PAYMENT TERMS

- 7.1 The agreed prices are fixed prices. The Supplier is not entitled to increase its prices or to claim any other additional costs without the prior written approval of Hirschmann Automotive.
- 7.2 The prices include all measures to protect the Machine from external influences and damage caused by weather such as frost, snow, heat and water damage, as well as the elimination of any such damage. Unless

在赫尔思曼不参与的情况下进行。在这种情况下，预验收协议必须在机器交付前发送给赫尔思曼汽车。

- 6.2 如果预验收测试表明交付的货物与合同不符，供应商必须在约定的交付日期前立即弥补所有缺陷，以确保交付的货物与合同相符。然后应赫尔思曼汽车的要求进行新的预验收测试。
- 6.3 供应商应承担验收前测试的所有费用。但是，赫尔思曼汽车应承担其代表与预验收测试相关的差旅费用，以及为预验收测试向供应商提供的必要材料和工具的费用。
- 6.4 机器的调试、安装和实施将在交货后立即进行（但不迟于交货后三（3）个日历日内），由双方根据商定的操作说明和规格在赫尔思曼汽车工厂进行。成功调试、安装和实施的责任由供应商承担。供应商承担调试、安装和实施的所有费用。
- 6.5 机器的最终验收在试运行后立即进行（但不迟于试运行后五（5）个日历日），地点在赫尔思曼汽车公司。最终验收根据赫尔思曼汽车技术的最终验收协议进行，双方必须在协议上签字。
- 6.6 赫尔思曼承担最终验收的所有费用。但供应商应承担其代表与调试/最终验收相关的所有差旅费和生活费。
- 6.7 如果最终验收结果显示交付货物与合同不符，则供应商必须立即但不迟于五（5）个日历日内纠正所有缺陷，以确保交付货物与合同相符。对于在该期限内无法弥补的缺陷，供应商必须制定详细的纠正措施行动计划。在赫尔思曼汽车技术的要求下，将进行新的最终验收测试。
- 6.8 如果发现的缺陷不影响机器的功能或员工的安全和健康，可以进行验收，但必须立即消除这些缺陷。在此期间，赫尔思曼可以使用机器进行生产。在所有缺陷排除之前，赫尔思曼将不支付剩余款项。

## 7 价格和付款条件

- 7.1 约定价格为固定价格。未经赫尔思曼汽车技术事先书面同意，供应商无权提高价格或要求任何其他额外费用。
- 7.2 价格包括保护机器免受外部影响和天气造成的损坏（如霜、雪、热和水渍）以及消除任何此类损坏的所有措施。除非另有书面约定，价格包括所有包装、运

# GENERAL TERMS AND CONDITIONS OF PURCHASE FOR MACHINES AND EQUIPMENT

Hirschmann Automotive Group

March 2024

## 一般采购条款和条件

### 用于机器和设备

赫尔思曼汽车技术集团

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otherwise agreed in writing, the prices include all costs for packaging, transport, shipping, taxes, duties and any other costs related to the supply of the goods or the provision of the services. The same applies to the costs of assembling and commissioning the Machine. If these costs are billed separately, they must be listed in their total amount, stating the hourly or daily rate as well as travel and accommodation costs or in accordance with a different agreement, e.g. flat rate.

7.3 Cost estimations provided by the Supplier are binding and are not to be remunerated unless expressly agreed otherwise in writing.

7.4 If Supplier offers more the same or a comparable Machine to a third party at more favorable conditions, in particular with regard to costs, discounts, technology, quality, terms of payment, delivery periods or other conditions, Supplier shall be obliged to immediately inform Hirschmann Automotive thereof and to automatically grant Hirschmann Automotive those more favorable conditions.

7.5 Payment shall only be due after complete, defect-free delivery of goods or performance of services and receipt of a properly issued invoice. The completeness of the goods or services also requires the receipt of the agreed documents as well as the indication of the Order data (such as Order number, article number, etc.). Unless otherwise agreed, invoices shall be settled within 90 days after complete, defect-free delivery or service or signature of the final acceptance protocol (whichever is later).

7.6 In the event of a deposit or partial payment expressly agreed in writing in individual cases, the Supplier shall provide a bank guarantee at its own expense. The term of the bank guarantee is the delivery date plus two months.

7.7 Hirschmann Automotive is entitled, in particular in case of delay, incomplete delivery or performance, or warranty claims, or due to other claims against the Supplier of any kind whatsoever, to withhold and refuse payment until proper performance.

7.8 Hirschmann Automotive has the right of set-off against any counterclaims made by the Supplier. However, the Supplier has no right of set-off against any counterclaims made by Hirschmann Automotive without the prior written approval of Hirschmann Automotive. Furthermore, the Supplier is not entitled to assign its claims against Hirschmann Automotive or to have them collected by third parties without the prior written approval of Hirschmann Automotive. In the event that the Supplier assigns its claims against Hirschmann Automotive to third parties without approval, such assignment shall be deemed ineffective (absolute effect of the prohibition of assignment). In such a case, Hirschmann Automotive may nevertheless, at its discretion, make payment with debt-discharging effect both to the Supplier and to the third party.

7.9 Payment of an invoice will not constitute acceptance of the goods or services and shall not be deemed a waiver of any warranty, liability, or other claims of Hirschmann Automotive against the Supplier.

运输、装运、税收、关税以及与货物供应或服务提供相关的任何其他费用。这同样适用于组装和调试机器的费用。如果这些费用单独结算，则必须列出总金额，说明每小时或每天的费用以及差旅和住宿费用，或者按照不同的协议，例如统一费率。

7.3 除非另有明确的书面约定，否则，供应商的成本估算具有约束力，且无须支付报酬。

7.4 如果供应商以更优惠的条件向第三方提供相同或类似的机器，特别是在成本、折扣、技术、质量、付款条件、交货期或其他条件方面，供应商有义务立即通知赫尔思曼汽车，并自动给予赫尔思曼汽车更优惠的条件。

7.5 只有在完整、无缺陷地交付货物或履行服务并收到正确开具的发票后，才应支付货款。货物或服务的完整性还要求收到约定的文件以及订单数据（如订单号、物品编号等）。除非另有约定，发票应在完整、无缺陷的交付或服务或签署最终验收协议（以较晚者为准）后 90 天内结算。

7.6 在个别情况下经书面同意支付定金或部分货款的，供货方应自费提供银行担保。银行担保的期限为交货日期加两个月。

7.7 赫尔思曼汽车技术公司有权，特别是在延迟交付、未完成交付或履约、保修索赔或因其他任何原因对供应商提出索赔的情况下，在适当履约前扣留或拒绝付款。

7.8 赫尔思曼汽车技术有权抵消供应商的任何反诉。但是，未经赫尔思曼汽车技术公司事先书面批准，供应商无权抵消赫尔思曼汽车技术公司的相关反诉。此外，未经赫尔思曼汽车技术公司事先书面同意，供应商无权转让其对赫尔思曼汽车技术公司的债权或让第三方代为收债。如果供应商未经批准将其对赫尔思曼汽车技术的债权转让给第三方，则该转让无效（禁止转让的绝对效力）。在此情况下，赫尔思曼汽车技术仍可选择向供货方和第三方支付款，具有清偿债务的效力。

7.9 按发票付款不构成对货物或服务的接受，也不可视为赫尔思曼汽车技术放弃对供应商的相关保证、责任或其他权利主张。

## 8 MAINTENANCE AND SERVICE

## 8 维护和服务



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- 8.1 Unless the parties have agreed otherwise, the following shall apply: The Supplier is obliged to provide Hirschmann Automotive with maintenance instructions for normal maintenance measures as well as minor maintenance works on the Machines, which can be carried out by Hirschmann Automotive itself. Maintenance works carried out on the Machine by Hirschmann Automotive in accordance with the Supplier's specifications shall not affect the rights and claims to which Hirschmann Automotive is entitled against the Supplier.
- 8.2 Hirschmann Automotive will notify the Supplier of any malfunctions of the Machine without undue delay. The Supplier guarantees a corresponding response to Hirschmann Automotive's report by an expert service technician within twelve (12) hours. If it turns out that it is not possible to rectify the defect via remote maintenance, the Supplier must ensure that an expert service technician appears on site within 48 hours after receipt of the report by Hirschmann Automotive at the latest.

## 9 SPARE AND WEAR PARTS

- 9.1 The Supplier shall ensure that it is able to supply Hirschmann Automotive with spare and wear parts under reasonable conditions for the planned service life of the delivered Machine, but at least for a period of fifteen (15) years after the cessation of production of serial parts with the Machine, and to carry out corresponding repair works. The Supplier shall ensure that spare parts and wear parts can be delivered to Hirschmann Automotive within one (1) working day.
- 9.2 In addition, the Supplier is obliged to provide Hirschmann Automotive with a complete list of spare parts with the delivery of the Machine, stating the manufacturer's product number (also in the case of retail products).
- 9.3 If the Supplier intends to discontinue the production of spare or wear parts for the Machine delivered to Hirschmann Automotive, or if a defect in the supply of spare and wear parts becomes apparent, the Supplier is obliged to notify Hirschmann Automotive in writing immediately and at least half a year before the end of its ability to deliver and to propose suitable replacement measures.

## 10 QUALITY

- 10.1 The Supplier shall maintain an appropriate quality management system. The quality management system of the Supplier must be based on international standards such as ISO 9001, ISO 14001, or IATF 16949, as amended, and the Supplier shall ensure the required certifications.
- 10.2 The Supplier shall comply with the recognized rules of technology, the applicable safety provisions, the agreed technical specifications, the known quality standards of Hirschmann Automotive and the technical delivery regulations of Hirschmann Automotive (available under [www.hirschmann-automotive.com](http://www.hirschmann-automotive.com)). The Machine must comply with the current state of the art and all relevant legal regulations and standards.
- 10.3 Machines mandatorily subject to labelling in accordance with respective international standards and applicable legal requirements are to be supplied with the

- 8.1 除非双方另有约定，以下条款适用： 供应商有义务向赫尔思曼汽车提供正常维护措施的维护说明以及机器的小型维护工作，这些工作可以由赫尔思曼汽车自行完成。赫尔思曼汽车公司根据供应商的说明对机器进行的维护工作不影响赫尔思曼汽车公司对供应商享有的权利和索赔要求。

- 8.2 赫尔思曼汽车销售（上海）有限公司将及时通知供货方机器出现的任何故障。供货方保证在十二（12）小时内由专业维修技术人员对赫希曼汽车公司的报告作出相应回应。如果无法通过远程维护排除故障，供货方必须确保在赫尔思曼汽车公司收到报告后48小时内派专业维修技术人员到达现场。

## 9 备件和易损件

- 9.1 供应商应确保能够在交付机器的计划使用寿命内，至少在机器停止生产系列部件后的十五（15）年内，在合理的条件下向赫尔思曼汽车提供备件和易损件，并进行相应的维修工作。供应商应确保在一（1）个工作日内向赫尔思曼汽车交付备件和易损件。
- 9.2 此外，供应商有义务在交付机器时向赫尔思曼汽车提供一份完整的备件清单，并注明制造商的产品编号（零售产品也包括在内）。
- 9.3 如果供应商打算停止生产交付给赫尔思曼汽车的机器的备件或易损件，或者备件和易损件的供应出现明显缺陷，供应商有义务立即书面通知赫尔思曼汽车，并至少在其供货能力结束前半年提出适当的替换措施。

## 10 质量

- 10.1 供应商有义务保持适当的质量管理体系。供应商的质量管理体系应基于国际标准，如 ISO 9001、ISO 14001 和 IATF 16949（经不时修订），且供应商应确保获得所需的认证。
- 10.2 供应商应遵守公认的技术规则、适用的安全规定、约定的技术规格、赫斯曼汽车的已知质量标准和赫斯曼汽车的技术交付规定（可在 [www.hirschmann-automotive.com](http://www.hirschmann-automotive.com)）。机器必须符合当前的技术水平和所有相关的法律法规和标准。
- 10.3 根据相关国际标准和适用法律要求必须贴有标签的机器，应提供相应的标签和符合性声明（如 CE 符合性



appropriate labelling and declaration (e.g. CE Declaration of Conformity) of conformity. In addition, the Supplier is obliged to hand over the relevant documentation prior to commissioning. If other legally prescribed documents are required for the Supplier's delivery, these must be provided by the Supplier.

- 10.4 The Supplier shall comply with a possible quality assurance agreement, which will in any case take precedence over these Terms and Conditions of Purchase. The Supplier shall also comply with all other standards, conditions, requirements, specifications, and guidelines provided to the Supplier by Hirschmann Automotive.
- 10.5 At the request of Hirschmann Automotive, the Supplier agrees to provide Hirschmann Automotive, Hirschmann Automotive's customers and authorities with insight into the production process and the test documents for the Machine for the purpose of verifying certain requirements and to provide all reasonable assistance.
- 10.6 The Supplier is also obliged to impose all obligations incumbent on it for quality assurance to its Suppliers.

## 11 WARRANTY – LIABILITY

- 11.1 The Supplier expressly warrants that the Machines (i) are new and of best quality, (ii) are free from any defects, (iii) comply with the latest state of the art, these Terms and Conditions of Purchase, the applicable legal provisions, and the provided requirements and specifications, (iv) are free and clear of all liens, restrictions, security interests, encumbrances and claims of others, and (v) are suitable for the intended use.
- 11.2 The Supplier expressly waives the objection of violation of the obligation to inspect and to give notice of any defects.
- 11.3 The use of the delivered Machine by Hirschmann Automotive beyond what is necessary for the investigation shall not be deemed to be its approval or a waiver of any claims.
- 11.4 The warranty period for Machines is 24 months from the date of the positive final acceptance or from the time of handover of the delivered Machine, whichever occurs later, but ends at the earliest when 50% of the required maximum annual output quantity of the respective Machine is reached. The warranty period for other deliveries and services is 36 months from receipt of the delivery upon or complete performance of the service to Hirschmann Automotive.
- 11.5 Hirschmann Automotive shall be free in its choice of warranty remedies, shall be entitled to reject and return to Supplier any non-conforming or defective goods at Supplier's expense and risk, shall be entitled to reduce the price for non-conforming or defective Machines and shall also be entitled to rescind from the respective contract in case of minor defects. The place of subsequent performance is the permanent establishment of Hirschmann Automotive or another place designated by Hirschmann Automotive.
- 11.6 In urgent cases or if Supplier fails to remedy the defective Machine within a reasonable period of time not exceeding 10 calendar days, Hirschmann Automotive shall be entitled to remedy the defects itself or to have them remedied by a third party at Supplier's expense.

声明)。此外, 供应商有义务在调试前移交相关文件。如果供应商交货时需要其他法律规定的文件, 则必须由供应商提供。

- 10.4 供应商有义务遵守可能达成的质量保证协议, 该协议在任何情况下优先于本采购条款和条件。供应商还应遵守赫尔思曼汽车技术公司提供给供应商的所有其他标准、条件、要求、规范和指引。
- 10.5 应赫尔思曼汽车的要求, 供应商同意向赫尔思曼汽车、赫尔思曼汽车的客户和相关部门提供机器的生产过程和测试文件, 以验证某些要求并提供所有合理的协助。
- 10.6 供应商也有义务对其供应商履行所有质量保证义务。

## 11 保证-责任

- 11.1 供应商明确保证机器: (i) 全新且质量最佳; (ii) 无任何缺陷; (iii) 符合最新的技术水平、本采购条款和条件、适用的法律规定以及所提供的要求和规格; (iv) 无任何留置权、限制、担保权益、抵押权和他人索赔; (v) 适合预期用途。
- 11.2 供应方明确放弃对违反检查和通知任何瑕疵的义务的异议。
- 11.3 赫尔思曼汽车公司对交付机器的使用超出了调查所需的范围, 不视为其认可或放弃任何索赔。
- 11.4 机器的质保期为 24 个月, 自最终验收合格或交付机器之日起算, 以较晚发生者为准, 但最早在达到机器要求的最大年产量的 50% 时结束。其他供货和服务的质保期为 36 个月, 自赫尔思曼汽车公司收到供货或完成服务之日起计算。
- 11.5 赫尔思曼汽车有权自由选择保修补救措施, 有权拒收任何不合格或有缺陷的货物并将其退还给供货方, 费用和风险由供货方承担, 有权对不合格或有缺陷的机器进行降价处理, 也有权对轻微缺陷解除合同。后续履约地点为赫尔思曼汽车的常设机构或赫尔思曼汽车指定的其他地点。
- 11.6 在紧急情况下, 或如果供应商未能在不超过 10 个日历日的合理期限内修复有缺陷的机器, 赫尔思曼汽车有权自行修复缺陷或由第三方修复缺陷, 费用由供应商承担。





- 11.7 Despite the assertion of warranty claims, further claims of Hirschmann Automotive, in particular from product liability, damages, tortious acts and actions performed without due authority, shall remain unaffected.
- 11.8 Supplier shall bear all costs and expenses incurred by Hirschmann Automotive and the customers of Hirschmann Automotive in connection with the warranty claim, in particular costs for examination, sorting, testing, repair, storage, return, transport, travel, personnel and material, rectification of defects by Hirschmann Automotive or a third party, rework, installation, and removal.
- 11.9 Supplier shall be liable for any and all direct and indirect damages, including but not limited to incidental and consequential damages and pecuniary losses, lost profits, expected but not realized savings, damages from third party claims, litigation costs and attorney fees as well as other damages incurred at Hirschmann Automotive or the customers of Hirschmann Automotive in connection with the goods or services of the Supplier.
- 11.10 If claims are made against Hirschmann Automotive or the customers of Hirschmann Automotive by third parties in connection with Supplier's goods or services, Supplier shall assume liability and support Hirschmann Automotive or the customers of Hirschmann Automotive free of charge in the defense against such claims and shall indemnify Hirschmann Automotive or the customers of Hirschmann Automotive against all losses, damages and costs, including the costs of the defense against such claims (including appropriate litigation and legal costs), if its conduct or its deliveries or services were the cause of liability.
- 11.11 Supplier shall be liable for all costs, damages and expenses resulting from preventive measures taken by Hirschmann Automotive or the customers of Hirschmann Automotive to avert damage (e.g. recall action) in accordance with the share of causation originating from Supplier's sphere.

## 12 COMPLIANCE

- 12.1 The Supplier undertakes to comply with (i) all applicable statutory laws and legal requirements (including, but not limited to, supply chain due diligence, environmental protection, sustainability, and safety); (ii) all requirements, specifications, guidelines, and directives of Hirschmann Automotive, including the Hirschmann Automotive "Code of Conduct for Business Partners" (available at: <https://www.hirschmann-automotive.com/en/suppliers-customers>), as amended in each case; and (iii) all requirements, specifications, guidelines, and directives of the customers of Hirschmann Automotive known or disclosed to the Supplier, as amended in each case.
- 12.2 In particular, the Supplier is also obliged to comply with laws, ordinances and regulations relating to the safety and health of employees, the protection of the environment, the transport of dangerous goods and fire protection, insofar as these are relevant for the performance of the delivery or service. Prior to delivery and commissioning of the Machine, the Supplier must contact the relevant Hirschmann Automotive specialists

- 11.7 尽管赫尔思曼提出了保修要求，但赫尔思曼汽车的其他要求，特别是产品责任、损害赔偿、侵权行为和未经授权的行为不受影响。
- 11.8 供应商应承担赫尔思曼汽车公司和赫尔思曼汽车公司的客户因保修索赔而产生的所有成本和费用，特别是检查、分类、测试、修理、储存、退货、运输、差旅、人员和材料、赫尔思曼汽车公司或第三方的缺陷纠正、返工、安装和拆除等费用。
- 11.9 供应商应当对任何及所有直接和间接损害承担责任，包括但不限于附带和间接损害、金钱损失、利润损失、预期但未实现的节约、第三方索赔造成的损害、诉讼费用和律师费以及赫尔思曼汽车或赫尔思曼汽车的客户因供应商的货物或服务而遭受的其他损害。
- 11.10 如果第三方就供应商的货物或服务向赫尔思曼汽车或赫尔思曼汽车的客户提出索赔，供应商应承担并免费支持赫尔思曼汽车或赫尔思曼汽车的客户就该等索赔进行抗辩，并应赔偿赫尔思曼汽车或赫尔思曼汽车的客户的所有损失、损害和费用，包括就该等索赔进行抗辩的费用（包括适当的诉讼和法律费用），如果其行为或其交付或服务是责任的原因。
- 11.11 因赫尔思曼汽车或赫尔思曼汽车的客户为避免损害而采取的预防措施（如召回行动）所产生的所有成本、损失和费用，供应商应按照供应商范围内的因果关系承担责任。

## 12 合规

- 12.1 供应商承诺会遵守：(i) 所有适用的成文法和法律要求（包括但不限于供应链尽职调查、环境保护、可持续发展和安全）；(ii) 赫尔思曼汽车技术汽车公司的所有要求、规范、指南、指令等，包括赫尔思曼汽车技术汽车公司的“商业合作伙伴行为准则”（可在<https://www.hirschmann-automotive.com/en/suppliers-customers>查阅），所有情况下均为当前版本；(iii) 供应商已知悉或已向其披露的赫尔思曼汽车技术汽车公司的客户供应商披露的所有要求、规范、指南、指令等，所有情况下均为当前版本。
- 12.2 尤其是，供应商有义务遵守与员工安全和健康、环境保护、危险品运输和消防有关的法律、法令和规定，只要这些与交付或服务的履行有关。在机器交付和调试前，供应商必须联系赫尔思曼汽车技术的相关专



about the plant-specific occupational health and safety, environmental protection and fire protection requirements.

12.3 In the event that the Supplier violates any of these provisions, the Supplier shall compensate Hirschmann Automotive for any loss or damage and expenses incurred thereby.

12.4 If the Supplier breaches a material contractual obligation, Hirschmann Automotive may withdraw from or terminate the contract without notice and without consequences.

### 13 SUB-SUPPLIERS

13.1 The Supplier is only entitled to engage sub-suppliers or to transfer the manufacturing of the goods or the provision of the services to sub-suppliers with the prior written consent of Hirschmann Automotive, provided that such subcontracting goes beyond the supply of components or materials to the Supplier.

13.2 If the Supplier engages sub-suppliers, the Supplier shall ensure that the sub-suppliers comply with all agreements, specifications, and requirements.

13.3 The Supplier is liable for the engaged sub-suppliers.

13.4 The Supplier shall enable Hirschmann Automotive to inspect the sub-suppliers and shall fully support Hirschmann Automotive in such inspections.

### 14 INTELLECTUAL PROPERTY RIGHTS

14.1 Intellectual property rights means any and all copy-right-protected works (including software and drawings), ideas, inventions, patents, patent applications, designs, specifications, techniques, discoveries, trade secrets, know-how, processes, compilations of information, trademarks, samples, test results, research results, design rights, and all similar or equivalent industrial or intellectual property rights (hereinafter referred to as "IPR").

14.2 Any IPR provided to the Supplier by Hirschmann Automotive (e.g. drawings, construction details, specifications, ideas, know-how, or other information) will remain the sole property of Hirschmann Automotive. They may only be used for the benefit of third parties with the prior written consent of Hirschmann Automotive. The IPR of Hirschmann Automotive also extends to the objects produced by processing or using or exploiting the IPR of Hirschmann Automotive.

14.3 All IPR created by the Supplier in connection with the delivery of goods or the provision of services to Hirschmann Automotive, whether created by the Supplier alone, with any third parties, or together with Hirschmann Automotive (hereinafter referred to as "**Foreground IP**"), will belong exclusively to Hirschmann Automotive. The Supplier shall grant Hirschmann Automotive the exclusive, irrevocable, perpetual, worldwide, and transferable right to use such Foreground IP for all currently known and future types of exploitation, without any limitation in terms of subject matter, place, or time, free of charge. This right includes the right to edit and sublicense the Foreground IP. Hirschmann

家, 了解具体工厂的职业健康和安全、环境保护和消防要求。

12.3 如果供应商违反上述任何规定, 供应商应赔偿赫尔思曼汽车技术公司因此而造成的所有损失和费用。

12.4 如果供应商违反重大合同义务, 赫尔思曼汽车技术可以撤销或终止合同, 而无须通知, 且不承担任何后果。

### 13 分供方

13.1 供应商仅可在事先获得赫尔思曼汽车技术公司书面同意的情况下, 才有权聘用分供方或将货物的生产或服务的提供转让给分供方, 前提是此等分包不仅仅是向供应商提供部件或材料。

13.2 如果供应商聘用分供方, 供应商应确保分供方遵守所有协议、规范和要求。

13.3 供应商应对所聘用的分供方负责。

13.4 供应商应允许赫尔思曼汽车技术对分供方进行检查, 并应全力支持赫尔思曼汽车技术进行此类检查。

### 14 知识产权

14.1 知识产权是指任何及所有受版权保护的作品(包括软件和图纸)、创意、发明、专利、专利申请、设计、规范、技术、发现、商业秘密、专门知识、工艺、信息汇编、商标、样品、测试结果、研究成果、设计权以及所有类似或等同的工业产权或知识产权(以下简称“**知识产权**”)。

14.2 赫尔思曼汽车技术公司向供应商提供的任何知识产权(如图纸、施工资料、规范、创意、专门知识或其他信息)均归赫尔思曼汽车技术所有。仅在事先获得赫尔思曼汽车技术书面同意的情况下, 方可将这些信息用于第三方利益。赫尔思曼汽车技术公司的知识产权同样也适用于通过加工、使用或利用赫尔思曼汽车技术的知识产权而产生的物品。

14.3 供应商在向赫尔思曼汽车技术交付货物或提供服务过程中创造的所有知识产权, 无论是由供应商单独创造、与相关第三方共同创造, 或与赫尔思曼汽车技术共同创造(以下简称“**前置知识产权**”), 均只属于赫尔思曼汽车技术公司, 且供应商应授予赫尔思曼汽车技术独家的、不可撤销的、永久的、全球范围内的和可转让的权利, 使赫尔思曼汽车技术可以免费使用该前置知识产权进行所有目前已知的和未来类型的开发, 而不受相关主题、地点和时间的限制。该权利包

# GENERAL TERMS AND CONDITIONS OF PURCHASE FOR MACHINES AND EQUIPMENT

Hirschmann Automotive Group

March 2024

## 一般采购条款和条件

### 用于机器和设备

赫尔思曼汽车技术集团

2024 年 3 月



HIRSCHMANN  
AUTOMOTIVE

Automotive will be exclusively entitled to have this Foreground IP protected (e.g. as patent).

- 14.4 If the Supplier has already existing IPR that concern the exploitation of the goods or services (hereinafter referred to as **"Background IP"**), the Supplier shall grant Hirschmann Automotive the right to use its Background IP free of charge for all presently known and future types of exploitation, without any limitation in terms of subject matter, place, or time. This right includes the right to edit and sublicense.
- 14.5 Upon request, the Supplier shall immediately provide Hirschmann Automotive with all information that Hirschmann Automotive reasonably considers necessary for the understanding, operation, maintenance, use, or resale of the goods or services.
- 14.6 The Supplier guarantees that no domestic or foreign IPR of third parties are infringed in connection with the goods or services and their use. In the event of a claim by a third party in this respect, the Supplier shall assume liability and support Hirschmann Automotive free of charge in the defense against such claims, and shall fully indemnify Hirschmann Automotive against any loss or damage and costs, including the costs of the defense against such claims (including litigation costs and attorney fees).
- 14.7 If third parties claim an infringement of their rights in connection with the goods or services of the Supplier, the Supplier shall also, at the option of Hirschmann Automotive and at the expense of the Supplier, (i) modify or replace the goods or services in such a way that they do not infringe any third party rights; (ii) acquire for Hirschmann Automotive the necessary rights to use the goods or services; or (iii) fully reimburse Hirschmann Automotive for the costs of procuring replacements.
- 14.8 The name of the Supplier or its company logo may appear on goods manufactured according to the specifications of Hirschmann Automotive only with the express written consent of Hirschmann Automotive.

## 15 RIGHT OF ACCESS – AUDIT

- 15.1 Hirschmann Automotive, the customers of Hirschmann Automotive and their representatives, and the competent authorities shall be granted free access to the premises of the Supplier during normal business hours and without unnecessarily disrupting the operations of the Supplier after giving twenty-four (24) hours' notice to the Supplier.
- 15.2 The Supplier shall also enable such access or audit at its sub-suppliers.

## 16 CONFIDENTIALITY

- 16.1 The Supplier undertakes to maintain confidentiality for an indefinite period of time with regard to all non-public or proprietary commercial, technical, or other information of which the Supplier becomes aware through

括对前景知识产权进行编辑和再许可的权利。赫尔思曼汽车技术独家拥有该重要知识产权的保护权（如专利权）。

- 14.4 如果供应商已经拥有与货物或服务的开发利用有关的知识产权（以下简称“背景知识产权”），供应商应免费授予赫尔思曼汽车技术公司将其背景知识产权用于所有目前已知和未来类型开发利用的权利，且在主题、地点和时间等方面不受任何限制。该权利包括编辑和再许可的权利。
- 14.5 在赫尔思曼汽车技术公司提出要求时，供应商应立即向赫尔思曼汽车技术提供所有赫尔思曼汽车技术合理认为对理解、操作、维护、使用或转售货物或服务所必需的信息。
- 14.6 供应商保证其提供的货物或服务及其使用不会侵犯第三方的国内外知识产权。如果第三方就此提出索赔，供应商应承担全部责任并免费支持赫尔思曼汽车技术对该等索赔进行抗辩，并应全额赔偿赫尔思曼汽车技术的所有损失和费用，包括对该等索赔进行抗辩的费用（包括诉讼费和律师费）。
- 14.7 如果第三方声称其与供应商的货物或服务有关的权利受到了侵犯，则供应商还应在承担相关费用的情况下根据赫尔思曼汽车技术的选择：(i)修改或替换货物或服务，使其不侵犯相关第三方权利；(ii)为赫尔思曼汽车技术获得必要的使用货物或服务的权利；或(iii)向赫尔思曼汽车技术公司全额报销采购替换货物或服务的费用。
- 14.8 供应商名称或其公司标识出现在根据赫尔思曼汽车技术规格生产的货物上，必须获得赫尔思曼汽车技术公司的明确书面同意。

## 15 访问权-审计

- 15.1 在提前 24 小时通知供应商后且不会对供应商经营造成不必要的干扰情况下，赫尔思曼汽车技术公司、赫尔思曼汽车技术公司的客户、其代表及主管机关在正常营业时间自由进入供应商的经营场所。
- 15.2 供应商还应允许对其分供方进行此类访问或在分供方处进行审计。

## 16 保密

- 16.1 供应商承诺对其通过赫尔思曼汽车技术公司而获知的所有非公开或专有商业、技术或其他信息（以下简称“保密信息”）无限期保密，且仅用于与赫尔思曼汽



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Hirschmann Automotive (hereinafter referred to as “**Confidential Information**”), to use it exclusively for the purpose of the cooperation with Hirschmann Automotive, not to use it for the benefit of the Supplier, and neither to disclose it to third parties nor to use it for the delivery of goods or performance of services to third parties.

- 16.2 The Supplier shall impose a corresponding obligation of confidentiality on its employees, sub-suppliers, and any other parties involved in the business relationship.
- 16.3 Confidential Information may only be used for delivering the goods or rendering the services to Hirschmann Automotive.

## 17 INSURANCE

- 17.1 The Supplier shall maintain adequate insurance coverage as usual in the automotive industry, in particular business liability insurance, to an appropriate extent. At the request of Hirschmann Automotive, proof of insurance cover must be provided.
- 17.2 Hirschmann Automotive may additionally require the Supplier to obtain a certain type of insurance (in particular product liability and recall insurance) in a specific amount.

## 18 INSOLVENCY

In the event that insolvency proceedings are applied for against the assets of the Supplier or extrajudicial composition proceedings are applied for, or if the Supplier is no longer in a position to properly fulfil the contract due to a deterioration in the financial circumstances of the Supplier, Hirschmann Automotive will be entitled to withdraw from the unfulfilled part of the contract without consequences.

## 19 PLACE OF PERFORMANCE – JURISDICTION – APPLICABLE LAW

- 19.1 Unless otherwise agreed, the place of performance for the delivery of goods or performance of service will be the respective place of business of Hirschmann Automotive.
- 19.2 Unless otherwise agreed by the parties, the exclusive place of jurisdiction for all legal disputes in connection with all deliveries of goods or performances of services rendered by the Supplier to Hirschmann Automotive, with all contracts concluded between the Supplier and Hirschmann Automotive, and with these Terms and Conditions of Purchase will be the registered place of business of the respective company within Hirschmann Automotive Group that has placed the Order with the Supplier. However, Hirschmann Automotive will be entitled, at its discretion, to assert claims against the Supplier at the place of business of the Supplier.
- 19.3 Unless otherwise agreed by the parties, the relationship between the Supplier and Hirschmann Automotive will be governed exclusively by the laws of the registered place of business of the respective company within Hirschmann Automotive Group that has placed the Order with the Supplier, excluding conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

车技术公司合作，不用于供应商自身利益，不向第三方披露，也不用于向第三方交付货物或提供服务。

- 16.2 供应商应要求自己的员工、分供方及业务关系中涉及的任何其他方承担相应的保密义务。
- 16.3 保密信息仅可用于向赫尔思曼汽车技术交付货物或提供服务。

## 17 保险

- 17.1 供应商应按照汽车行业的惯例投保足够的保险，特别是适当程度的商业责任保险。根据赫尔思曼汽车技术公司的要求，供应商应提供保险证明。
- 17.2 赫尔思曼汽车可能会额外要求供应商购买特定金额的保险（尤其是产品责任险和召回险）。

## 18 破产

如果针对供应商的资产申请了破产程序或申请了法外重组程序，或者供货方因财务状况恶化而无法继续履行合同，赫尔思曼汽车技术公司有权撤回合同未履行部分而不用承担任何后果。

## 19 履约地点 - 管辖权 - 适用法律

- 19.1 除非另有约定，否则，货物交付或服务履行地应为赫尔思曼汽车技术公司的营业地。
- 19.2 除非双方另有约定，否则，与供应商向赫尔思曼汽车技术交付货物或提供服务、供应商与赫尔思曼汽车技术公司签订的所有合同以及本采购条款和条件有关的所有法律纠纷的专属管辖地，应为向供应商下达订单的赫尔思曼汽车技术集团旗下相应公司的注册营业地。但是，赫尔思曼汽车技术汽车有权选择在供应商的营业地向供应商提出索赔。
- 19.3 除非双方另有约定，否则，供应商与赫尔思曼汽车技术之间的关系应仅受向供应商下订单的赫尔思曼汽车技术集团旗下相应公司注册营业地的法律管辖，不适用法律冲突规则和《联合国国际货物销售合同公约》（CISG）。

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#### 20 GENERAL PROVISIONS

- 20.1 In the event that these Terms and Conditions of Purchase are translated into other languages, the English version will prevail.
- 20.2 These Terms and Conditions of Purchase shall not be deemed as establishing any labor relationship between the parties or between their employees or sub-suppliers, which will act as independent parties. The parties are independent, and none of the provisions of these Terms and Conditions of Purchase are to be considered a joint venture or agency, mandate, or employment relationship between the parties.
- 20.3 The Supplier is only entitled to exercise rights of retention regarding such claims that have been legally established or acknowledged by Hirschmann Automotive.
- 20.4 The Supplier is not entitled to assign any rights or obligations of the Supplier under these Terms and Conditions of Purchase, in whole or in part, without the prior written consent of Hirschmann Automotive. Hirschmann Automotive is entitled to assign the rights and obligations of Hirschmann Automotive in whole or in part to Affiliated Companies.
- 20.5 Any modification or amendment to these Terms and Conditions of Purchase will only be effective if agreed in writing and duly signed by Hirschmann Automotive and the Supplier. This also applies to any amendment to this written form clause.
- 20.6 In the event that any individual provisions of these Terms and Conditions of Purchase become invalid, the remaining provisions will not be affected thereby. The invalid provision must be replaced by a valid provision that comes as close as possible to the intended purpose. The same applies to the extent that these Terms and Conditions of Purchase should have any gaps.

#### 20 总则

- 20.1 如果本采购条款和条件翻译成其他语言，则以英文版本为准。
- 20.2 本采购条款和条件不应视为在双方之间或双方的雇员或分供方之间建立了任何劳资关系，这些雇员或分供方均作为独立方行事。各当事方均为独立方，本采购条款和条件的任何规定均不视为各方之间有合资或代理、委托或雇主关系。
- 20.3 供应商仅有权对赫尔思曼汽车技术公司依法确认或承认的索赔行使保留权。
- 20.4 未经赫尔思曼汽车技术事先书面同意，供应商无权转让其在本采购条款下的全部或部分权利和义务。赫尔思曼汽车技术有权将其权利和义务全部或部分转让给关联公司。
- 20.5 对本采购条款和条件的任何修改和修订必须获得赫尔思曼汽车技术和供应商双方书面同意并正式签署后方为有效。这一点同样适用于本书面条款的相关修改。
- 20.6 如果本采购条款的个别条款无效，则其余条款不受影响。无效条款应用尽可能接近预期目的的有效条款取代。这一点同样适用于本《采购条款和条件》存在相关缺漏的情况。