

爱达克车辆设计（上海）有限公司
采购订单适用的一般条款和条件
**General Terms and Conditions Applicable for
Purchase Orders-EDAG**

供方确认收到并审阅了本文件，且同意对本文件条款的接受，在今后的工作/服务中加以严格贯彻执行。

The Seller confirms the receipt and the review of this document and agrees to accept the terms and conditions in this document, which shall be strictly implemented in the future work/services.

本文件与采购订单及附件（会议纪要，技术协议等）均是合同的组成部分。

This document and the Purchase Order and attachments (minutes, technical agreements, etc.) are part of the Contract.

除另有书面约定外，供方、需方均同意本文件适用于双方所签订的任何其他书面采购订单或协议。

Unless otherwise agreed in writing, both the Seller and the Buyer agree that this document is applicable for any other written purchase orders or agreements signed by two parties.

1. 定义及解释 Definitions and Interpretation:

本文件中使用的词汇具有如下的含义：

Terms used in this document have the following meanings:

1.1 采购订单：指供需双方签订的书面采购合同，包括工具、设备、零件、原材料产品或任何类型的服务等。

Purchase order: refers to the written purchase contract entered by the Seller and the Buyer, which involves tools, equipment, spare parts, raw material products, or any kind of services, etc.

1.2 货物交付：采购订单中涉及的“交货”是指供方根据需方的要求而交付的标的物，包括但不限于货物、文件、实施进度，服务等。

Delivery of the goods: the “delivery” mentioned in the Purchase Order refers that the Seller delivers the subject matter to the Buyer according to the requirement of the Buyer, including but not limited to goods, documents, the progress of implementation, and services, etc.

1.3 服务：指供方按照需方提供的技术协议和最终用户的技术标准而提供的设计、开发等工作，具体参见技术协议中的进一步规定。

Services: refer to the design, development, etc. provided by the Seller based on the technical specifications and the related technical standards of the end-users provided by the Buyer. See the further specific details in the Technical Specifications.

1.4 验收报告：指由需方书面出具的，对供方在需方指定处，供方按照相关技术标准要求所提供产品或服务完成情况的书面报告。

Acceptance report: refers to the written report issued by the Buyer to present the complete status of the products or service provided by the Seller according to the relevant technical standards at the designated place by the Buyer.

1.5 不可抗力：指签订订单时不能预见且在履行订单时不可避免、不能克服的客观情况，如地震、水灾、火灾、风暴、自然灾害，战争及其他类似天灾等。

Force Majeure: refers to the objective circumstances that can not be foreseen when signing the Purchase Order and is inevitable or insurmountable when performing the Purchase Order, such as earthquakes, floods, fires, storms, natural disasters, wars and other similar natural disasters, etc.

2. 采购订单的签订 Signing of Purchase Order:

2.1 需方采购订单由传真、邮件或其他方式发送供方，供方必须在收到采购订单后48小时内盖好公章后通过传真、邮件或其他方式向需方采购代表确认为有效。需方可在交付前定期或不定期以邮件、电话或实地考察等方式检查订单执行情况，若发现供方实际不能履行采购订单所涉及交货内容，需方有权以同样方式通知供方解除采购订单。

The Purchase Order of the Buyer shall be sent to the Seller by the form of fax, mail or other ways. The Seller has to affix its official seal on the Purchase Order and send it back to the Buyer's procurement representative by ways of fax or mail, etc. to confirm it for validation within 48 hours of the receiving of the Purchase Order. The Buyer has the right to check the execution of the order regularly or irregularly through Email, Tel, or direct visiting the site of the Seller before the goods delivery. If the Buyer finds out the Seller is actually unable to deliver the involved contents of the order, the Buyer is entitled to inform the Seller to cancel the order via the same way mentioned above.

2.2 除另外注明，采购订单中的所有的交付条款为“完税后交货”（“DDP”）（按 Incoterms 2010（《2010 年国际贸易术语解释通则》），或 Incoterms 之较新版本），包括供方安全交付产品或服务至需方指

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定地点的一切费用，如材料成本、设备使用、差旅费、安装调试、陪产、运输、保险、包装、关税、其他税收等。

Unless otherwise specified, the delivery term for all Purchase Orders is as delivered duty paid ("DDP") (according to Incoterms 2010 or the latest version of Incoterms), including all costs of safe delivery to the designated location of the Buyer, such as the cost of materials, equipment usage, travel expenses, installation & commissioning, standby, transportation, insurance, packaging, customs duties and other taxes, etc.

2.3 采购订单的价格为固定、单一费率的价格；

The prices on the Purchase Order are the fixed prices with single rate.

2.4 采购订单签订后二个工作日内，供方应安排一位项目经理专注负责该采购订单的所有协调事宜。

Within two working days of the signing of the Purchase Order, the Seller should arrange a project manager specifically in charge of the all co-ordination matters of the Purchase Order.

3. 信息沟通和变更批准 Information Communication and Change Approval

3.1 供方项目经理应当及时以传真、邮件或双方认可的其他方式与需方指定代表沟通一切和项目有关的信息。任何交货或者履行的变更都需要明确提出并且取得需方指定代表的批准。如果变更内容涉及采购订单金额的变更，供需双方必须就此达成一致，经由需方采购代表事先批准并以正式采购订单形式发出，否则供方应当自行承担所有变更引起的额外支出。如果供方不能及时将上述信息通知到需方采购代表，则需方除了可以要求本合同所规定的延期交货违约金和其他法定权利外，还可以要求供方支付每周订单金额 0.2% 到 5% 的违约金。所有涉及设计、制造、使用设备方面的变更均必须获得需方指定代表的书面批准。

The Project Manager of the Seller shall promptly communicate all project-related information with the Buyer's designated representative by fax, mail or other means agreed by both parties. Any change of delivery or performance shall be clearly stated and be approved by the designated representative of the Buyer. If involving the change of the amount of the Purchase Order, the change has to be agreed by two sides; the change has to be approved by the Buyer's representative firstly who will issue a revised official Purchase Order, otherwise the Seller shall bear all additional expenses caused by the change. If the Seller fails to inform the said information to the Buyer's

representative in a timely manner, the Buyer can require the Seller to pay the penalty equal to 0.2%-5% of the total order price weekly in addition to asking for the late delivery penalty and other legal rights. All changes involving in the design, manufacture, and equipment usage must be approved in written of the designated representative of the Buyer.

3.2 需方有权在任何时候指示供方变更货物或服务的图纸和规格，或变更订单所涵盖的工作范围，供方应予同意，由此产生的价格或履约时间上的变化，供需双方协商后可作合理调整。

The Buyer is entitled to indicate the Seller the changes of the drawings and specifications for the goods or services or the working scope covered in the Purchase Order at any time, and the Seller should agree with that. The variance in terms of the prices or time of performing the contract brought by this change can be properly adjusted after the negotiation by two parties.

3.3 需方可以要求供方的特定人员参与项目的实施，在项目实施过程中，该人员通常不得替换，除非该人员从供方处辞职或得到需方的书面认可。供方更换人员时应至少提前两周书面通知需方，并就更换人员事项征得需方的书面确认。否则，因供方擅自更换人员而造成的项目延迟或其他损失将由供方承担。

The Buyer may invite the specific personnel of the Seller to participate in the implementation of the project. On the course of the implementation of the project, this person cannot be replaced unless he/she has resigned from the Seller or has obtained the written consent of the Buyer. If the Seller will change the person, it should inform the Buyer at least two weeks in advance and have the written confirmation of the Buyer on the staff change issue. Otherwise, the project delay or any other losses brought by the replacement of the staff without authorization shall be borne by the Seller.

4. 强制性产品认证 Compulsory certification

4.1 强制性产品认证系统 ("CCC") 应适用于关系到人的生命和健康，动物、植物、环境保护和国家安全的产品。在此类产品交付之前，供方应获得 CCC 认证和认证标记。否则，需方有权拒绝接受产品，除非供方能证实该设备已取得或无须取得 CCC 认证，由于未向需方提供或延迟提供 CCC 认证证明所产生的损失由供方承担。

Compulsory Product Certification System ("CCC") shall apply to the products associated to human life and health, animals, plants and environmental protection and national security. Prior to the delivery of such products, the Seller shall obtain the CCC certification and

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the certification mark. Otherwise, the Buyer has the right to refuse to accept products, except the Seller can convince the device has been obtained or is not required to obtain CCC certification. The loss due to the failure to provide or the delay to provide the CCC certification shall be undertaken by the Seller.

4.2 供方应及时查阅有关 CCC 认证的最新规定。该信息可以从如下网址取得:

<http://www.cqc.com.cn/> <http://www.cnca.gov.cn/>

The Seller should review the latest information of CCC certification in a timely manner. This information can be obtained from the following website:

<http://www.cqc.com.cn/> <http://www.cnca.gov.cn/>

5. 质量保证 Quality assurance

5.1 供方保证其提供的产品和服务是符合需方提供的技术协议, 图纸, 规格, 样品或技术说明, 以及中国法律法规的规定, 包括但不限于: 标准化及环境和职业安全卫生方面的法律法规, 最终用户的技术标准以及最终验收时适用的任何强制性标准或规范。The Seller guarantees that the products and service provided are in line with the technical agreement, drawings, specifications, samples or technical notes, as well as Chinese laws and regulations, including but not limited to: laws and regulations concerning standardization, environment and occupational safety and health, the technical standards for end-users and any other compulsory standards or norms applicable to the final acceptance.

5.2 若技术文件是供方提供的, 则供方保证此文件信息是真实有效的, 其中的产品的性能、参数均系通过试验、检验所得。

If the technical documents are provided by the Seller, the Seller shall guarantee that the information of the documents is true and valid, the product performance and the parameters included are all obtained through testing and verification.

5.3 供方明确保证, 供方具有正当合法的许可和授权。如因经营范围、国际贸易经营权(如适用的话)、所有权、知识产权原因或其他原因等遭到第三方质疑, 供需双方签订的采购订单被任何法院, 仲裁机构或政府机构认定为无效的, 则供方应对由此造成的任何处罚负有完全责任, 并应保护需方免受损害, 补偿需方因此所遭受的损失。

The Seller clearly guarantees that the Seller has a legitimate

license and authorization. In case of the questioning by a third party due to the business scope, the international trade business right (if applicable), ownership, intellectual property right or any other reasons and the Purchase Order signed by the Seller and the Buyer is identified as invalid by any court, arbitration body or government agency, the Seller shall be solely responsible for any penalty that may be brought, and shall protect the Buyer from the damage and compensate the Buyer for the losses suffered.

5.4 如果交货不能满足采购订单中的交付或质量要求, 则需方有权要求:

If the delivered goods cannot meet the delivery or quality requirement, the Buyer shall be entitled to ask for:

5.4.1 供方应在三个工作日内完成补救。

The Seller shall complete the remedy within three working days.

5.4.2 如果供方不能够在上述期限内完成补救, 需方有权发出拒收通知。或者在情况紧急的情况下, 需方在向供方发出正式书面通知后有权另行委托第三方完成交货。

If the Seller is unable to complete the remedy within the said period, the Buyer is entitled to send rejection notice. Or in case of the emergency status, after issuing a formal written notice to the Seller, the Buyer is entitled to entrust a third party to complete the delivery.

5.4.3 因供方不能及时履行本条款规定的上述义务, 造成需方产生劳动力、材料、第三方支持、最终用户罚款或者其他费用损失, 都将由供方承担, 并承担延迟交货的违约责任。

Due to the failure to perform the said obligations under the terms, the fines for the labor, materials, third-party support, the end users or other costs brought shall be borne by the Seller and the liability for the delay of the delivery shall also be assumed by the Seller.

5.5 供方确保所有外派员工在项目进行过程中身心健康。

The Seller guarantees all assigned staff has good physical and mental health in the process of product design.

5.6 供方为履行合同而设计的任何草案、样本、模型、数据载体, 技术原型、图表、图纸、文件, 以及适用生产的任何辅助模型、工具、模具等, 其所有权归需方所有; 同时, 需方有权自主选择是否对该设计进行正式注册。

Any drafts, samples, models, data carriers, technology prototyping, graphics, drawings, documents, and any auxiliary models, tools, dies, etc., suitable for productions that are provided by the Seller for

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the fulfillment of the Contract, belong to the Buyer in terms of the ownership; at the same time, the Buyer has the right to independently determine whether to have a formal registration for the design.

5.7 供方确保以妥善的方式免费保管需方提供的任何产品，文件等，保持其完好无损；由保管不善所造成的任何损失将由供方承担。

The Seller guarantees that any products, documents, etc. provided by the Buyer shall be, free of charge, properly kept to remain intact; any losses caused by the improper care shall be assumed by the Seller.

6. 包装与运输 Packaging and transport

6.1 对于实物类采购订单，除采购订单另外注明外，供方应负责产品的所有包装与运输事宜，负责包装与运输费用，并承担运输途中所有的风险：

For the entity purchase order: Unless otherwise specified in the Purchase Order, the Seller shall be responsible for all matters relating to product packaging and transport, and bear the packaging and transport costs and all possible risk during the delivery.

6.2 包装箱表面务必注明采购订单号/货物名称/箱号等信息，并喷涂相应的安全警示标识，如防水，避免倒置，小心轻放，易碎，吊装点等必要信息。有危险材料的成分向需方或承运人提供足够的书面警告和书面通知，并在包装箱上作必要的特殊搬运指示，以便在搬运、运输过程中最大限度地避免人身伤害或财产损失。由于上述信息不完整而导致的人身伤害或财产损失的，由供方承担。

The Purchase Order number / name of goods / container number, etc. shall be indicated on the surface of the packaging box and such necessary information as security warning labels, water proof, avoiding the inversion, handle with care, fragile, lifting points, etc. shall also be printed on the surface of the packing box. If there are any dangerous materials, adequate written warnings and a written notice shall be provided to the Buyer or the freighter and the special necessary handling instructions shall be indicated on the packaging box to avoid possible personal injury or property damage in the process of handling and transportation. Any personal injury or property damage due to the incompleteness of the said information shall

be borne by the Seller.

7. 指定工作地管理 Designated working place management

7.1 供方派往需方指定项目工作地点人员的所有费用，包括往返交通、住宿、餐费、津贴以及宾馆至项目现场的交通，相关人身安全保险和责任等都将由供方承担，需方将不再支付其他额外费用，除非采购订单中另外注明。

All expenses incurred by the assigned staff of the Seller for working on the designated site of the Buyer, including round-trip transportation, accommodations, meals, allowances and the transport to and between the hotel and the project site, personal safety and insurance, etc. shall be responsibility of the Seller and the Buyer shall not pay any additional costs, unless otherwise specified in the Purchase Order.

7.2 供方在需方指定地点进行工作的人员应严格遵守需方的管理制度。若因供方或其分包方人员过错造成需方或第三方人员现有设施、设备和/或产品的损坏，供方应承担赔偿责任。

The assigned staff worked at the designated place of the Buyer should strictly comply with the site management rules of the Buyer. Any damage of the existing facilities, equipment and / or products due the fault of personnel of the Seller or its subcontractor or a third party, the Seller shall be liable for compensation.

8. 监督 Supervision

8.1 如果产品的设计、制造、加工或材料等不符合采购订单的技术要求，供方应采取一切必要措施及时改善或修正直至满足采购订单的技术要求。

If the design, manufacture, processing or materials, etc. of the products do not meet the technical requirements of the Purchase Order, the Seller shall take all necessary measures to promptly improve or amend until they have met the technical requirements of the Purchase Order.

8.2 在外派现场，供方专业人员应遵守需方或需方指定第三方的工作制度、安全与环境管理规定。

The professionals of the Seller should comply with the working regulation, the safety and environmental regulations at the site of the Buyer or the designated site of the Buyer.

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9. 到货 Arrival of goods

9.1 产品或服务交付至需方指定地点后，双方共同确认产品的数量，型号，品牌，技术要求和服务内容是否满足采购订单的内容，核对无误后由需方签订送货确认单。但这并不代表需方对产品或服务的最终确认或验收。

After the products or services have been delivered to the designated location of the Buyer, both sides shall jointly confirm whether the product number, type, brand, technical requirement and the service meet the content of Purchase Order, after verification, the Buyer shall sign the delivery confirmation form. However, this does not mean Buyer's final confirmation or acceptance of the goods or services.

9.2 产品交付时，供方应提供需方要求的产品质量检测报告，或产品合格证以及质量保修卡。

When delivering products, the Seller shall provide the product quality inspection report or product certification and quality warranty card requested by the Buyer.

10. 验收 Acceptance

10.1 由供方自行初步确认产品或服务完成并合格后，应以书面的方式通知需方，需方收到供方通知后五个工作日内进行验收，若确认合格签署验收报告。

When the Seller has initially confirmed the completion and qualification of the products or services, it shall inform the Buyer in written. The Buyer shall send the relevant personnel to check the working result within five working days after receiving the notice, upon the confirmation of the qualification, the Buyer shall issue the acceptance report.

10.2 验收标准和方法按照需方的技术协议以及最终用户的技术标准。

The acceptance criteria and the methods shall be based on the technical specification provided by the Buyer and the end-user technical standards.

11. 延迟交货的处理 Treatment of delayed delivery

11.1 除不可抗力因素以及书面征得需方确认的条件下，如果供方未能在约定交货日期内交货或完成验收工作，则构成延迟交货。供方应当向需方承担延迟交货违约责任。

Except for force majeure and the written consent of the Buyer, if the Seller fails to deliver the goods within the agreed delivery time or complete the acceptance, it shall constitute a delay in delivery. The Seller shall bear the liability for breach of the Contract.

11.2 根据项目的进度需求以及最终用户的进度要求，超过约定交货日期的，需方有权将延迟交货的部分进行自行处理或委托其他有能力的单位进行处理。其相关费用将从采购订单中扣除，包括但不限于需方自行处理或委托其他单位处理而支付的费用以及其他来自最终用户的惩罚等。需方在处理之前应书面通知供方。

Based on the schedule of the project and the schedule of the end-user, if the delivery is delayed, the Buyer is entitled to handle the delayed part of the goods at Buyer's sole discretion or entrust other competent company to handle. The relevant costs shall be deducted from the Purchase Order, including but not limited to the costs occurred for the Buyer's self-handling or entrusting other part to handling and other costs such as the penalty of the end-users. Before the handling, the Buyer shall inform the Seller in written.

12. 质量保证期限 Warranty Period:

12.1 质保期：除其他另外注明，质保期为需方出具最终验收报告后十二个月或交货后十八个月，以后到者为准。

The warranty period: Unless otherwise specified, the warranty period is the 36 months after issuance of the final acceptance report of the Buyer or 36 months after delivery, whichever is later.

13. 售后服务和培训 After-sales service and training

13.1 在质保期内，如果发现产品的任何部分出现故障或缺陷，供方应在 24 小时内对该部分进行及时免费更换和/或修理。

During the warranty period, if there is any failure or defect for any part of the products, the Seller shall conduct timely free replacement and/or repair on this part within 24 hours.

13.2 在质保期内，供方未对上述故障或缺陷及时进行修正，或者经两次及以上仍未完全进行修正，需方可以自行决定对上述缺陷进行修正或委托有能力的第三方进行修正，由此产生的费用由供方承担，并承担违约责任。

During the warranty period, if the Seller fails to conduct timely repair for the said failure or defect, or cannot fully repair after two or more than two times repair, the Buyer can decide at its sole discretion to repair the said defect or entrust a competent third part to repair, all

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costs incurred shall be borne by the Seller who shall also be liable for the breach of the Contract.

13.3 培训：在设计，制造，安装调试以及售后服务过程中，供方应对需方或最终用户的技术人员和操作人员进行培训，直至熟练掌握为止，使得需方或最终用户的人员在供方人员撤离后能独立正常的使用和维护产品。

Training: In the process of design, manufacture, installation, commissioning and after-sales service, the Seller shall carry out the training for the technical staff and operators of the Buyer or the end-users until the trainees have good command on the contents to allow them being able to independently operate and maintain the products in the absence of the Seller's staff.

14. 保密 Confidentiality

14.1 未经需方事先书面同意，供方同意不得以口头或书面形式向第三方出示、披露、转让所有技术和文件、图纸、业务信函及与采购订单有关的其他机密信息。如违反本条规定致使需方遭受损失，供方应负法律责任，并赔偿由此引起的一切直接和可能的经济损失。

Without the prior written consent of the Buyer, the Seller agrees not to present, disclose, transfer all technologies and documents, drawings, business letters and other confidential information related to the Purchase Orders to a third party verbally or in writing. Any loss of the Buyer due to violation of this provision, the Seller shall be liable for the legal obligation and pay for all direct and possible economic losses resulting from this violation.

14.2 合同终止后，供方应在十个工作日内向需方归还其在整个合同履行期内自需方收到的所有保密信息，包括但不限于文件、材料、报告或其它数据以及相关复制件，并停止使用该等保密信息。如收到的保密信息为电子载体，则供方应立即将该等保密信息从其电脑和服务器系统中删除，且不得保存任何形式的复制件。

After the termination of the Contract, the Seller shall, within ten working days, return the Buyer all the confidential information received from the Buyer during the entire period in performance of the Contract, including but not limited to, documents, materials, reports or other data and related copies, and stop the use of such confidential information. If the confidential information received is from the electronic media, the Seller shall forthwith delete such confidential information from their computers and server systems, and cannot save a copy in any

form.

14.3 供方的保密义务期限为至采购订单生效之日起满五年。

The time limit of the Confidentiality obligation for the Seller shall be five years starting from the effective date of the Purchase Order.

15. 反商业贿赂 Anti-commercial bribery

供方不可直接或者间接给予，或者允诺给予需方的雇员、代理、或者任何其他有利益关联的第三方贿赂（包括但不限于现金、礼品等）。

The Seller cannot directly or indirectly give, or promise to give bribery to Buyer's employees or agents, or any other interest-associated third party (including but not limited to cash, gifts, etc).

16. 安全规定 Safety requirement

16.1 供方在需方或在需方指定第三方进行的服务活动，必须遵守国家和地方的所有相关安全法规以及需方和最终用户的安全政策，确保安全工作。因供方原因发生的财产遗失、损坏、人员伤亡等损失，供方应承担全部赔偿责任。

When carrying out the services etc. on the Buyer's or a third party's site, the Seller must comply with all relevant national and local safety regulations and the safety policy of the Buyer and the end-user to ensure safe operation. Any property loss, damage, casualties, etc. due to the Seller's fault shall be Seller's liability.

16.2 需方如发现上述制度遭到违反，可书面通知供方，同时采取措施予以制止，必要时可以禁止违反制度的肇事人员进入需方或第三方现场。

If the Buyer has found the violation of the said rules, it can inform the Seller in written, in the meantime, take measures to stop the violation; if necessary, the transgressor can be prohibited to enter into the site of the Buyer or the third party.

17. 委托和转让 Entrust and transfer

17.1 除非得到需方的书面批准，供方无权将采购订单分包或委托给其他任何第三方。否则，需方将追加供方的责任，并赔偿需方直接和可能的一切损失。

Unless having the written approval of the Buyer, the Seller shall not be entitled to subcontract or entrust the Purchase Order to any

other third party. Otherwise, the Seller shall be taken accountability by the Buyer and compensate the Buyer for all direct and possible losses.

17.2 经需方书面确认的第三方提供的所有工作供方将始终独自向需方承担全部责任。

The Seller shall undertake all liabilities alone for all of the work provided by a third party who is confirmed by the Buyer in written.

18. 损失的防范 Loss prevention

在本合同有效期内，供方应始终持有员工人身安全以及意外伤害、财产损害和财务损失等方面的保险。一经需方要求，供方向需方提供上述保险的续保证明复印件以及确认供方已支付相关保险费的文件副本。

During the life of the Contract, the Seller shall always hold the insurance related to personal safety of staff and accidental injury, property damage and financial losses, etc. Upon the requirement of the Buyer, the Seller shall provide the Buyer with the copies of the said insurance policies' renewal certificates and the copy of the documents that confirm the Seller has paid all relevant insurance premiums.

19. 不可抗力 Force majeure

19.1 供方不应承担因不可抗力而导致的任何延期交货或无法交货的责任。但是，供方应在不可抗力事故发生后一周内立即通知需方，并将事故发生地当局出具的证明文件以航空邮寄/挂号信发送给需方作为证据。如未按上述方式通知，则遭遇不可抗力一方即失去其基于不可抗力而提出免责的权利。同时，供方仍有责任采取所有必要措施加速货物和服务的交付以满足需方的进度要求。

The Seller shall not be liable for any delayed delivery or failure in delivery due to force majeure. However, the Seller shall immediately inform the Buyer within one week after the occurrence of force majeure event and send, by airmail / registered letter, the official document provided by the local authority of the event to the Buyer as evidence. If failing to make notice according to the said method, the party that has encountered force majeure shall lose the right for exemption due to the force majeure. Meanwhile, the Seller still have the responsibility to take all necessary measures to accelerate the delivery of the goods and service to meet the schedule of the

Buyer.

19.2 如果合同任何一方因不可抗力未能及时完全履行本合同，则该方继续履行本合同的时间应予以相应延长，延长的时间应与遭受不可抗力影响的持续时间相同。

If either party of the Contract fails to fully perform the Contract in due time because of the force majeure, the time to perform the Contract shall be extended by this party and the extended time shall be same as the duration of the force majeure.

19.3 如一方因不可抗力遭受影响的持续时间超过壹个月，则合同另一方有权提前终止本合同，任一方均无权因发生不可抗力事件而要求另一方作出补偿。

If the affected time by a force majeure exceeds one months, the another party of the Contract has the right to terminate this Contract in advance, and either party has no right to request another party to make compensation due to force majeure event.

20. 终止与解除 Termination

20.1 如一方破产、进入清算、解散程序，或无履行合同的实际能力，则另一方有权在中国法律规定的合法可行的范围内发出书面通知终止合同。

If one party applies bankruptcy, enters into the liquidation, dissolution procedures; or has no actual ability to perform the Contract, the other party has the right to issue a written notice to terminate the Contract in the legal and feasible range under the Chinese laws.

20.2 供方有下列情形之一的，需方有权解除单方面合同：

If the Seller is in one of following circumstances, the Buyer has the right to terminate the Contract unilaterally:

20.2.1 采购订单签订后，超过五个工作日供方未能履行本合同第2条及其他条款规定的义务。

After the signing of Purchase Order, The Seller fails to perform the obligations stipulated in Article 2 and other articles under the Contract more than five working days.

20.2.2 供方在产品制造或服务交付过程中未按照要求进度进行，逾期五个工作日仍未按要求进度完成工作或交付产品的。

The Seller does not follow the requirements in the process of the product manufacturing or service delivery and fails to complete the

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work or deliver the products five working days behind the due day.

20.2.3 因供方原因导致产品不能按规定的日期通过用户验收超过五个工作日的。

The products cannot be presented for acceptance by the user more than five working days behind the due day due to the cause of the Seller.

20.2.4 供方提供的产品不符合合同约定导致项目延期, 或经供方采取修理、更换等措施后仍不能符合合同约定的。

The product provided by the Seller does not meet the provision of the Contract and thus causes the delay of the project, or after taking the measures like repair, replacement, etc. by the Seller, it still cannot meet the provision of the Contract.

20.2.5 供方所提供的产品, 服务及相关技术文件等侵犯第三方权利而导致该第三方向需方追究责任的。

The products, service and related technical documents provided by the Seller infringe the right of a third party, resulting that the Buyer is called to account by this third party.

20.2.6 供方违反本合同约定的保密义务, 或未经需方书面同意将其合同下的权利义务转让给第三方的。

The Seller breaches the confidentiality obligation under the Contract, or without the written consent of the Buyer, transfer its rights and obligations under the Contract to a third party.

21. 违约责任 Liability for breach of the Contract

21.1 除不可抗力外, 供方延迟交货的, 需方有权按照采购订单金额的 0.5% (每日) 向供方收取延迟履行违约金 (累计不超过采购总金额的 10%)。

Except for force majeure, if the Seller delays in delivery, the Buyer is entitled to charge the Seller the penalty for delayed performance in a basis of 0.5% of the Contract price (daily) (not exceed 10% of the Contract price in total).

21.2 因供方原因导致需方行使合同约定的解除权, 供方须向需方支付采购总金额 20% 的违约金。产品已交付的, 供方须在退还货款且支付违约金后的五个工作日内自行取回, 逾期视为放弃, 需方有权自行处理。

If the Buyer has to exercise the right to terminate the Contract

due to the Seller's cause, the Seller shall pay the Buyer penalty equal to 30% of the Contract price. If the Products have been delivered, the Seller shall take back the products by itself within five working days after it has refunded the purchase price paid by the Buyer and paid the penalty. Any delay shall be deemed to be a waiver, and the Buyer is entitled to dispose at its sole discretion.

21.3 供方在质保期内未及时保修导致需方自行修正或委托第三方修正的, 除需方实际发生的修正费用外, 供方还需承担采购订单金额的 10% 的违约金。

If the Buyer has to make repair by itself or entrust a third party to repair as the Seller fails to repair in a timely manner within the warranty period, the Seller shall to pay the penalty equal to 10% of the Contract price in addition to assuming the actual costs paid by the Buyer.

21.4 上述违约金, 供方须于收到需方书面通知后五个工作日内向需方支付违约金或退还货款, 或由需方直接从应付款中扣除。需方实际损失超过违约金的, 需方有权就超出部分要求供方赔偿。

With respect to the above said penalty, the Seller shall pay the Buyer the penalty or refund the purchase price within five working days after receiving the written notice of the Buyer, or the amount shall be deducted directly by the Buyer from the accounts payable. If the actual loss of the Buyer exceeds the penalty payment, the Buyer has the right to require the Seller to compensate the excess part.

21.5 若因需方或最终用户的原因不得不终止订单, 则供需双方应就供方已经完成的工作部分进行确认, 并按照已完成部分占总体部分的比例进行商讨相关的赔偿事宜, 但赔偿总额不得超过采购总额。

If the Purchase Order has to be terminate due to the cause of the Buyer or the end-user, the two parties shall confirm the work that has been completed by the Seller, and negotiate the compensation matters based on the ratio of the completed portion to the entire part, but the total compensation shall not exceed the total Contract price.

22. 争议解决和适用法律 Dispute settlement and the applicable law

22.1 本合同适用中华人民共和国法律。

This Contract applies to the laws of People's Republic of China.

22.2 与本合同相关的任何争议, 任何一方均可向中国国际经济贸易仲裁委员会上海分会提起仲裁, 根据其仲裁规则适用中国法律在上海

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进行独立仲裁解决。中国国际经济贸易仲裁委员会上海分会仲裁庭作出的任何仲裁裁决应为终局裁决，对双方均有约束力。同时，双方应严格执行该裁决，仲裁费用由败诉一方独自承担。

With respect to any dispute related to this Contract, either party could commence arbitration to the Shanghai Branch of China International Economic & Trade Arbitration Commission; the dispute shall be settled solely in Shanghai in accordance with the arbitration rules and the applicable Chinese laws. Any arbitration award made by the arbitral tribunal of Shanghai Branch of China International Economic and Trade Arbitration Commission shall be final, binding on both parties. Meanwhile, both parties shall strictly enforce the award, arbitration expenses shall be borne by the losing party alone.

传真/Fax: +86-021-6951 1188

邮编/Zip Code: 201805

供方: Seller

公司名称/Company Name:

地址/Address:

委托代理人/ Authorized Agent:

电话/Tel:

传真/Fax:

邮编/Zip Code:

23. 其他 Miscellaneous

本文未经双方授权代表事先达成书面一致不得做出任何修改。

Without the prior written agreement of the authorized representatives of both parties, any changes cannot be made.

对本合同以及采购订单的一切更改、补充和/或修订应以书面形式做出，并经过双方盖章后生效。

All changes, supplements and/or amendments to the Contract or the Purchase Order should be made in writing and take effect after affixing the seals of both parties.

本合同以中英文书就，一式二（2）份，需方持一（1）份，供方持一（1）份。

The Contract is written in both Chinese and English in duplicate with one (1) copy in Buyer and one (1) copy in Seller.

双方确认，本合同以中文文本为准。

Two parties agree that the Chinese version shall prevail.

需方: Buyer

爱达克车辆设计（上海）有限公司

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地址/Address: 上海市嘉定区安亭镇园大路398号

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