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IGW GENERAL TERMS AND CONDITIONS OF PURCHASE

安杰达通用采购条款和条件

1. DEFINITIONS AND INTERPRETATION

定义及解释

1.1 In this document,

在本文件中

“Contract”: means Supplier’s agreement to deliver the Goods to Customer, and Customer’s acceptance of such agreement for the Delivery of Goods under this IGW GTC, the Order and the documents attached to the Order;

“合同”指供应商同意向客户交付货物且客户同意供应商根据本安杰达通用采购条款和条件、订单及订单所附文件交付货物的合意；

“Customer”: means the purchasing IG Watteeuw Affiliate ordering Goods from Supplier;

“客户”指从供应商处订购货物的安杰达采购关联方；

“Damage”: means any and all direct and indirect damages, either foreseeable or not, losses (including loss of profits), costs, expenses, penalties, liabilities and other losses of any kind or nature, including (without limitation), consequential damages, lump sum indemnities and liquidated damages (e.g., due to late deliveries), reputational damages, punitive damages, advisor’s and counsel’s fees, penalties due to third parties, mounting and dismounting costs, interest, etc.

“损害”指任何及所有直接的和间接的损害，无论可预见抑或不可预见，损失（包括利润损失）、成本、费用、罚款、法律责任和其他任何种类和性质的损失，包括（但不限于）后果性损害、一次性损害赔偿和违约金（例如由于迟延交付而导致的违约金）、名誉损害、惩罚性损害、顾问费和律师费、归因于第三方的罚款、安装拆卸费、利息等。

“Delivery”, “Deliver” or “Delivered”: means delivery of Goods by Supplier in accordance with INCOTERMS 2010 DAP and the requirements of Clause 5 below, unless otherwise specified in the Order;

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“交付”或“已交付的”指供应商根据 2010 年国际贸易术语解释通则 DAP（目的地交货）和以下第 5 条的要求完成货物的交付，除非在订单中另有规定；

“Goods”: means the material and/or services to be Delivered by Supplier under this IGW GTC and the related Order;

“货物”指供应商根据本安杰达通用采购条款和条件及相关订单应交付的材料和/或服务；

“IGW Affiliate”: means any entity, whether incorporated or not, which presently or in the future, directly or indirectly owns, is owned by, or is under common ownership with, a Party to the contract;

“安杰达关联方”指无论成立的或尚未成立的，在目前或在未来、将直接地或间接地拥有合同一方当事人、被合同一方当事人拥有、或与合同一方当事人处于在共同所有之下的任何实体；

“IGW GTC”: means the present IGW General Terms and Conditions of Purchase;

“IGW GTC”指本安杰达通用采购条款和条件；

“Intellectual Property” or “Intellectual Property Rights”: all proprietary rights in results created intellectually (by thought) and protected by law, including but not limited to, patents, patent applications and related divisionals and continuations, utility models, industrial designs, trade names, trade-marks, copyrights (including without limitation, documentation, data, reports, tapes and other copyrightable material) and respective applications, renewals, extensions, and restorations, and all proprietary rights in results created intellectually (by thought) which are confidential and which the owner does not wish to become public, including, but not limited to, know-how and trade secrets;

“知识产权”指所有来源于智力创造（通过思想）并受法律保护的专有权利，包括但不限于专利、专利申请和相关的细分和延伸、实用新型、工业设计、商号、商标、著作权（包括但不限于文件、数据、报告、录音带和其他可取得著作权的资料）和相应的申请、更新、续展、修复，及所有来源于智力创造（通过思想）并受保密义务保护的且拥有者不希望公开的专有权利，包括但不限于专有技术和商业秘密；

“IPR Indemnification”: means Supplier’s obligation to indemnify, hold harmless and, if requested by Customer, defend Customer and its Affiliates, and their respective owners, officer, directors, employees, agents, contractors, customers, successors and assigns, from and against any and all Damages arising out of or in any way related to Supplier’s alleged or actual infringement of third party Intellectual Property Rights;

“知识产权赔偿”指供应商就起因于其对第三方声称的或实际的知识产权侵权或以任何方式与对第三方声称的或实际的知识产权侵权相关的任何及所有损害而向客户及其关联方、及其各自的所有者、管理人员、主管、雇员、代理人、承包商、客户、继承者及受让者的赔偿、使之免受损害或经客户要求对抗辩的义务；

“Order”: means Customer’s purchase order form, and transmitted to Supplier, containing all Customer requirements with respect to the Goods and incorporating the IGW GTC and any additional documents, specifications, drawings and annexures expressly referred to in or attached by Customer to such Order;

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“订单”指一送交给供应商的、包含所有有关货物的客户信息的、被客户并入了本安杰达通用采购条款和条件以及任何订单中明确提到的或随附的补充文件、规格、图纸和附件的一采购订单表格；

“Party”: means either Customer or Supplier;

“一方”指客户或供应商；

“Supplier”: means the seller of the Goods, such as the person, firm or company who accepts Customer’s Order;

“供应商”指货物的卖方，如接受客户订单的个人商号或公司；

“Variation Order”: means a change to the Order, such as to alter, amend, omit, add to, or otherwise change the Order or any parts thereof.

“订单变更”指对订单的改变，例如变更、修改、删除、增加、或以其他方式改变订单或其任何一部分。

1.2 Unless otherwise specified in the present IGW GTC:

除非在本安杰达通用采购条款和条件中另有明确规定外：

1.2.1 References to clauses are to clauses of the IGW GTC;

提及的条款指本安杰达通用采购条款和条件中的条款；

1.2.2 Headings to clauses are for convenience only and do not affect the interpretation of the IGW GTC;

条款的标题仅为方便而设，不影响对本安杰达通用采购条款和条件的解释；

1.2.3 The use of the singular includes the plural and vice versa;

单数的使用包括复数，反之亦然；

1.2.4 The use of any gender includes all genders.

任何性别的使用包括所有性别。

2. APPLICATION OF TERMS

条款的适用

2.1 Each Order requires acceptance by Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part. Without prejudice to the foregoing sentence, the Supplier is to notify Customer of its refusal or acceptance of the unaltered Order within seven (7) calendar days from its receipt, failing which Customer is entitled to consider the Order void.

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每一份订单都应由供应商以发出接受通知的明确形式或通过履行订单的默认形式予以全部或部分接受。在不损及前述规定的情况下，供应商应在收到客户订单后的七（7）个日历日内通知客户其是否接受未经变更的订单，否则，客户有权认定订单失效。

2.2 The IGW GTC are the only terms and conditions which are binding and legally enforceable for the provision of Goods, and the IGW GTC shall govern, together with the Order, the Contract between Customer and Supplier to the exclusion of all other terms or conditions, except if and to the extent otherwise expressly agreed in writing between Customer and Supplier.

本安杰达通用采购条款和条件系客户与供应商之间交易货物的唯一具有约束力及法律执行力的条款与条件，本安杰达通用采购条款和条件应与订单共同约束客户和供应商之间的合同，排除所有其他条款或条件的适用，除非客户和供应商之间另有明确的书面约定。

2.3 No terms or conditions endorsed upon, delivered with or contained in Supplier's quotations, acknowledgements, acceptances of Orders, invoices, specifications or similar documents will form part of the Contract, and Supplier waives any right to rely on such other terms or conditions.

在供应商的报价、确认、接受订单、发票、规格或类似文件上认可的、随其交付的或包含于其中的任何条款或条件均不构成合同之部分，供应商放弃其依赖于此等其他条款或条件的任何权利。

2.4 The IGW GTC version in effect on the date when the Order was placed applies to the respective Order, and any later amendment(s) to the IGW GTC shall have no effect, unless expressly agreed in writing and signed by duly authorised representatives of Customer and Supplier.

下订单当时有效的安杰达通用采购条款和条件版本适用于相应的订单，对安杰达通用采购条款和条件的任何后续修订对其修订前的订单没有效力，除非客户与供应商另行明确书面约定并由双方经充分授权的代表签字确认。

3. SUPPLIER'S RESPONSIBILITIES

供应商的责任

3.1 Supplier shall Deliver the Goods as provided below:

供应商应根据下述条款交付货物：

3.1.1 in accordance with the applicable laws and regulations as set forth in Clause 12 below;

根据下述第 12 条规定的适用的法律及法规；

3.1.2 in accordance with the quality standards and warranties stated in Clause 9 below;

根据下述第 9.1 条规定的质量标准以及保证；

3.1.4 on the due date specified in the Order and in accordance with Clause 5 below; and

根据订单中约定的交付日期及下述第 5 条的规定交付；

3.1.5 in the quantity specified in the Order and in accordance with Clause 5 below.

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根据订单中写明的数量及下述第 5 条的规定交付。

3.2 Supplier shall not substitute or modify any of the materials in the Goods or make any changes to the design of or specifications for the Goods without Customer’s prior written approval providing by the official Supplier Variation Order Request (Supplier VOR – GPU0020420) using the template available online on Customer’s websites www.IGWpower.com/about-us/sourcing.

未经客户事先书面批准， 供应商不得替换或修改货物中的任何材料， 或者对货物的设计或规格进行任何改变提供正式的供应商变更申请（供应商 订单变更申请-GPU002040), 申请模板存在于客户的网站上 www.IGWpower.com/about-us/sourcing。

3.3 Supplier shall ensure that the Goods are contained or packaged in the manner usual and fit for normal transportation for such Goods or, where there is no such manner, in a manner adequate to preserve and protect the Goods until Delivery and otherwise in conformity with Customer’s packaging requirements.

供应商应保证以通常适合此类货物运输的方式进行货物装箱或包装， 或在没有前述方式的情况下， 采用可充分保管和保护货物直至交付完成的方式， 否则与客户的包装要求保持一致。

3.4 Supplier shall submit invoices in an auditable form, complying with Supplier’s and Customer’s applicable local mandatory law, generally accepted accounting principles and the specific Customer requirements. Invoices must contain the following minimum information: Supplier name, address and reference person including contact details (telephone, e-mail etc.); invoice date; invoice number; Order number (same as stated in the Order); item number (same as stated in the Order); address of Customer; quantity; specification of Goods supplied; price (total amount invoiced); currency; tax or VAT amount; tax or VAT number; and payment terms (same as stated in the Order).

供应商应提交符合审计形式的发票， 遵守供应商及客户所适用的地方强制性法律、公认的会计准则和客户的具体要求。发票须包含如下最低限度的信息： 供应商名称、地址以及证明人（包括具体联系方式， 如电话、邮箱等）； 发票日期； 发票号码； 订单号码（与订单中所述相同）； 货号（与订单中所述相同）； 客户的地址； 数量； 所供应货物的规格； 价格（总额）； 货币； 税或增值税金额； 税或增值税号码； 及付款条款（与订单中所述相同）。

3.5 Invoices shall be issued to Customer as stated in the Order and sent to the invoice address specified in the Order.

供应商应根据订单所示内容向客户开具发票， 并根据订单中指定的地址将其发送给客户。

3.6 Customer may issue Variation Orders to Supplier, and Supplier shall carry out such Variation Orders subject to the unaltered terms and conditions of the Order and the IGW GTC. Agreed unit prices stated in the Order or otherwise agreed between Customer and Supplier shall apply.

客户可向供应商发出变更的订单， 且供应商应根据订单未改变的条款和条件以及安杰达通用采购条款和条件执行该变更的订单。价格应适用订单中所述的单价或者客户和供应商另行约定的单价。

3.7 In no event shall Supplier suspend the Delivery of any Goods to Customer.

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在任何情况下， 供应商不得暂停对客户的所有货物的交付。

3.8 Technical specifications provided by the Customer to the Supplier, before or after the Parties enter into the Contract, for Supplier’s use in the manufacture, supply or assembly of the Goods or any part thereof, shall remain the sole property of the Customer. The Supplier may not use (for purposes other than supplying the Goods to the Customer), copy, reverse engineer or reproduce these technical specifications, or transfer or otherwise reveal them to third parties, without Customer’s prior written permission. If Customer grants permission to Supplier to disclose the technical specifications to third parties, Supplier shall sign a non-use and non-disclosure agreement with such third parties in a form and substance satisfactory to Customer. In accordance with Clause 13 below, the Supplier shall maintain in confidence all information furnished to it by Customer.

双方订立合同之前或之后， 客户提供给供应商以货物或其任何部分的生产、供应或组装为目的的技术规格应始终为客户的独有财产。未经客户事先书面同意， 供应商不得使用（向客户供应货物之外的其他目的）、拷贝、反向工程或复制此等技术规格， 或将其转让或以其他方式披露给第三方。若客户授权供应商披露此等技术规格给第三方， 供应商应同此等第三方签署一份在形式和内容上令客户满意的禁止使用及禁止披露的协议。根据如下第 13 条规定， 供应商应对客户提供给其的所有信息严格保密。

By confirmation of the Order, the Supplier acknowledges its receipt, review and acceptance of the complete technical specifications furnished by Customer in connection with the Order, and that it is fully aware of all details and intended use of the Goods by Customer or its customer. If the technical specifications are furnished to Supplier by the Customer before or after the Parties enter into the Contract, the Supplier shall subsequently confirm in writing **acceptance of these technical specifications in the form of signature on at least one counterpart thereof, to be returned promptly** to the Customer.

通过对订单的确认， 供应商确认其已收到、审查并接受由客户提供的与订单相关的完整技术规格， 并且充分意识到客户对货物的所有细节要求及预期用途。若在双方合同签订之前或之后， 此等技术规格由客户提供给供应商， 供应商应随后在此等技术规格的至少一份副本上进行书面签字确认以示接受， 并尽快将该副本返还给客户。

The Supplier is responsible to duly verify the technical specifications and indicate any flaws therein to the Customer. Delivery by the Customer of the technical specifications will not release the Supplier from its liability for the Goods and from its duty to duly identify and inform the Customer of possible flaws in the technical specifications in writing.

供应商负有妥善验证技术规格并向客户指出其中任何缺陷的责任。客户对技术规格的交付并不免除供应商对货物的责任及妥善验证技术规格并向客户书面通知其中可能的缺陷的责任。

3.9 At the beginning of the warranty period, the Supplier shall provide the Customer, free of charge, with all drawings, **manuals, technical specifications and other information (including as-built plans) sufficient** to enable Customer to readily use and maintain all the Goods and parts thereof, as well as carry out standard repairs, and to make product assembly and start-up possible. All such information shall become the full and unrestricted property of the Customer.

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在保证期开始时，供方应免费为客户提供所有的图纸、手册、技术规格及其他信息（包括完工图），足以使客户据此可以方便使用和维护所有的商品及其零件，也可以进行标准的维修，及可以使产品的组装及启动成为可能。所有此等信息应成为客户完整的且不受限制的财产。

3.10 If, for the fulfilment of the Order, models, dies, fixtures, tools and/or other equipment (“Tooling”) are/is made available by the Customer or are/is made or purchased by the **Supplier entirely or mainly at Customer’s** expense, all such Tooling shall remain, or as the case may be, become the property of the Customer. The Supplier undertakes to keep such Tooling and the drawings related thereto for the benefit of Customer at Supplier’s own expense and risk. The Supplier shall ensure that all Tooling is maintained, repaired and replaced, at its own expense and risk. Supplier shall insure all Tooling, at its own expense, against loss, theft, natural disaster, damage and casualty.

若为了履行订单，客户自行提供或**供应商在客户承担全部或主要费用**的条件下制作或购买模型、模具、夹具、工具和/或其他设备（“工具”）的，所有此等工具应保持，或视情况而定，成为客户的财产。供应商承诺为了客户的利益，供应商自担费用及风险保存此等相关的工具及图纸。供应商应自担费用及风险确保对所有工具进行维护、维修及更换。供应商应自费确保所有的工具免于遗失、被盗、自然灾害、损坏或毁损。

3.11 The Supplier shall be responsible for subsequent Delivery of Goods to Customer after Delivery of the initial Order, and the service parts needed to fulfill subsequent Orders, for at least 15 years (or such other period as agreed between the Parties in the Contract) after the last delivery for the first production assembly, at prices and discounts to be reasonably negotiated in that case. If this is no longer possible on account of winding-up, bankruptcy or a Force Majeure event, the Supplier shall be obliged to immediately deliver to Customer all drawings, tools, equipment, etc., that it has used for the fulfilment of its contractual obligations, and to do so as soon as practicably possible.

供应商应自首次生产装配的最后一次交付后的至少 15 年内（或合同双方另行约定的其他期限），以合理协商情况下的价格及折扣，负责自首次订单交付后向客户后续交付货物并提供为履行后续订单所需的服务部分。如果因为清算、破产或不可抗力事件使前述义务之履行不再可能，供应商应有义务立即将所有的已经用于合同履行的图纸、工具、设备等交付给客户，并按实际尽快完成。

3.12 Supplier understands that the Goods may be subject to further processing, application, incorporation or assembly into other goods or other use for the benefit of the customers of Customer. Customer’s agreements with its customers may contain liquidated damages for late delivery and other obligations. Supplier agrees to be bound by and comply with such Customer agreements to the extent such agreements are inconsistent with the IGW GTC.

供应商理解，为了客户的顾客利益，货物可能会被进一步加工、应用、组合或组装入其他货物或用于其他用途。客户同其顾客签订的协议中可能包含了迟延交货的违约金或其他义务。此等客户协议与安杰达通用采购条款及条件不一致时，供应商同意受此等客户协议约束并遵守之。

4. CUSTOMER’S RESPONSIBILITIES

客户的责任

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4.1 In consideration of the Goods Delivered by Supplier in conformity with the terms and conditions of the respective Order and the IGW GTC, Customer shall pay to Supplier the purchase price stated in the Order, provided the invoice fulfills the requirements of Clause 3.4.

考虑及供应商交付的货物符合相应订单的条款及条件和安杰达通用采购条款及条件，客户应按订单中约定的购买价格向供应商付款，前提是供应商所提供的发票应满足第 3.4 条的要求。

5. DELIVERY

交付

5.1 The Goods shall be Delivered to the point of delivery specified in the Order, or Customer's place of business if no other point of delivery has been specified by Customer.

货物应被交付至订单中指定的交付地点，或如果客户未指定具体的交付地点的，应交付至客户的营业地。

5.2 Supplier shall ensure that each Delivery is accompanied by a delivery note, which shall contain the following minimum information (unless required otherwise by Customer): the Order number, date of Order, Customer part number, number of packages and contents and, in the case of partial delivery, the outstanding balance remaining to be delivered.

供应商应确保每次交付应附随一份交货单，交货单应至少包含如下信息（除非客户另有要求）：订单号、订单日期、客户料号、包装数量及内容，及在分批交付的情况下未交付的数量。

5.3 Supplier may Deliver the Goods before the required delivery date, provided it informs the Customer thereof in writing in advance. Unless it raises a legitimate reason to refuse such early delivery, the Customer will accept the early delivery.

若供应商事先书面通知客户，供应商可以在规定的交付日期前交付货物。除非客户可提出正当理由拒绝此等提前交付，客户应接受此等提前交付。

5.4 Unless expressly agreed in writing between the Parties, no partial or excess delivery of Goods by the Supplier will be accepted.

除非合同双方明确书面约定，供应商部分交付或超额交付货物的，将不被接受。

5.5 The Goods shall be Delivered during Customer's business operation hours unless otherwise requested by Customer.

除非客户另行要求，供应商应在客户的营业时间内交付货物。

5.6 Upon Delivery, Supplier (or its appointed carrier) shall provide Customer with such export / import / customs documents as are necessary, together with a delivery note.

交付时，供应商（或其指定的承运人）应向客户提供此等必要的出口/进口/海关文件及送货单。

5.7 Ownership (title) of the Goods and all risk of loss shall pass to Customer at Delivery, except if otherwise expressly agreed in writing between the Parties.

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货物的所有权及所有灭失的风险应于交付时转移至客户，除非合同双方另有书面的明确约定。

5.8 Supplier shall invoice Customer upon Delivery in accordance with Clause 3.4, but such invoice shall be separate from the delivery note accompanying Delivery of the Goods to Customer.

供应商应根据第 3.4 条在交付时开具发票给客户，但是此等发票应独立于随附的送货单交付给客户。

6. ACCEPTANCE OF GOODS

收货

6.1 Customer shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following Delivery or, in the case of a defect in the Goods, until a reasonable time after such defect has become apparent.

客户不应被视为已接受货物除非其在交付后有一段合理的时间进行验货，或在货物存在瑕疵的情况下，在此等缺陷变得明显后的一段合理时间之后。

6.2 If any Goods delivered to Customer do not comply with the requirements of the IGW GTC, or are otherwise not in conformity with the Order, then, without limiting any other right or remedy that Customer may have under Clause 10 (Remedies), at law or in equity, Customer may reject the Goods and request replacement of the Goods and/or recover all payments made to Supplier by Customer with respect to these Goods.

如果交付给客户的任何货物不符合安杰达通用采购条款及条件的要求的，或以其他方式不符合订单，那么，在不限客户在第 10 条（救济）项下任何其他依据法律或衡平法的权利或救济的条件下，客户可以拒绝收货、要求换货和/或返还所有由客户已支付给供应商的货款。

6.3 Payment of an invoice shall not constitute acceptance of the Goods or waiver of Supplier's warranties or other obligations under the Order or the IGW GTC.

对发票的付款不构成货物的接受，且不构成对供应商在订单或安杰达通用采购条款及条件项下的保证或其它义务的放弃。

7. DELAYED DELIVERY

迟延交货

Time is of the essence. If Supplier fails to Deliver the Goods on the required delivery date(s) then, without prejudice to any other rights which Customer may have under the IGW GTC, any Order, at law or in equity, Customer reserves the right to:

时间要素是合同要点。如供应商不能按照要求的交付日期交货，那么，在不损及客户依据法律或衡平法在安杰达通用采购条款及条件或任何订单下的任何权利的情形下，客户保留如下权利：

7.1 refuse any subsequent delivery of the Goods which Supplier attempts to make;

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拒绝供应商试图做出的任何后续交货；

7.2 recover from Supplier any and all expenditures reasonably incurred by Customer in obtaining substitutions for the Goods from another supplier; and

从供应商处追偿因客户从其他供应商处取得货物的替换物从而发生的任何及全部的合理支出；及

7.3 recover any and all Damages suffered by Customer which are reasonably attributable to Supplier's failure to deliver the Goods on the agreed delivery date.

追偿可合理归因于供应商未能按照约定的交付日期交货而使客户遭受的任何及全部损失。

8. INSPECTION OF GOODS

验货

8.1 At any time prior to Delivery and during Supplier's business hours, Customer shall have the right, but not the obligation, at its cost to (i) enter upon Supplier's premises and inspect the Goods and Supplier's manufacturing processes upon providing reasonable notice, and/or (ii) test samples of the respective Goods, or any parts or materials thereof.

在交付之前的任何时间且在供应商的营业时间内，客户有权但无义务，自担费用(i)一经提供合理通知，可进入供应商的经营场地检验货物及供应商的生产工艺，和/或(ii)测试相关货物、或其部件或材料的样品。

8.2 If the results of such inspection or test sampling cause Customer to conclude that the Goods do not conform or are unlikely to conform with the Order or with any specifications and/or patterns supplied or specified by Customer to Supplier, Customer shall inform Supplier of such conclusion, and Supplier shall immediately take such action as is necessary to ensure conformity with the Order and such specifications and patterns. In addition, Supplier shall carry out such necessary additional inspection or testing at Supplier's own cost, and Customer shall be entitled to attend such inspection or testing.

如果此等检验或测试样品的结果使客户得出货物不符合或可能不符合订单或任何由供应商向客户提供的或指定的规格和/或样式的结论，客户应告知供应商此等结论，且供应商应立即采取所有必要的措施以确保货物符合订单和此等规格及样式。此外，客户应自费采取必要的额外检验或测试，且客户有权参加此等检验或测试。

8.3 Notwithstanding any inspection or test sampling by Customer, Supplier shall remain fully responsible for the Goods' compliance with the Order. For the avoidance of doubt, inspection or testing of Goods by Customer shall in no event release Supplier from or limit Supplier's warranties or liabilities in any way.

尽管客户已进行任何检验或样品测试，供应商仍应完全负有货物符合订单要求的责任。为免疑虑，客户对货物做出的检验或测试不得在任何情况下以任何方式免除或限制供应商的保证及责任。

8.4 If the Supplier has implemented a quality management system, documented and maintained according to ISO 9001, IRIS and ISO 14001 international standards, then Supplier must supply the Goods in accordance with the requirements of these standards. The Supplier must furnish to Customer valid third-party certifications for these standards. In the absence of such third-party

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certifications, depending on the type of the Goods, and their application, value, and criticality, Customer may, in its sole discretion, accept other evidence of compliance. This may include audit by Customer or Supplier's self-assessment to verify compliance. The Supplier shall require its subcontractors to comply with the same quality standards.

如果根据 ISO 9001、IRIS 及 ISO14001 国际标准，供应商已经实施质量管理体系，形成文件并予以保持，则供应商必须提供符合此等标准要求的货物。供应商必须将符合此等标准的有效第三方认证提供给客户。如果没有此等第三方认证，取决于货物的类型、应用、价值及临界，客户可自主决定是否接受符合要求的其他证据。此等证据可能包括客户的审计或供应商的自我评估以证明符合要求。供应商应要求其分包商遵循同样的质量标准。

9. WARRANTY

保证

9.1 Supplier agrees and warrants that the Goods:

供应商同意并保证货物：

9.1.1 comply with all required specifications, including all specified material, workmanship, and quality requirements; are merchantable and fit for the purposes for which similar goods would ordinarily be used; and will function and perform as expected by Customer;

符合所有要求的规格，包括所有指定的材料、工艺及质量要求；适销的及适合类似商品通常被使用的用途；及按照客户预期运行和；

9.1.2 are fit for any particular purpose expressly or impliedly made known to Supplier in the Order and/or Order-related documents;

适合在订单和/或与订单相关文件中已向供应商明示或暗示任何特定用途；

9.1.3 are fully new and unused at the date of Delivery and are composed of fully new and unused sub-parts and/or raw materials;

在交付之日是全新的且未被使用的，且由全新的部件和/或原材料组成；

9.1.4 are free from apparent and hidden defects in design, materials and workmanship and free from any rights of third parties;

其设计、材料及工艺无明显及潜在的瑕疵，且第三方不能提出权利主张；

9.1.5 do not infringe upon the Intellectual Property Rights of third parties;

不侵犯第三方的知识产权；

9.1.6 are free and clear of any and all liens, security interests and other encumbrances;

无任何及所有留置权、担保权益及其他权益负担；

9.1.7 possess the qualities represented by any sample or model Supplier furnishes to Customer;

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拥有供应商向客户提供的样品或模型所代表的品质；

9.1.8 comply with Clause 12 (Compliance with Relevant Law).

符合第 12 条规定（符合相关法律）。

9.2 The warranty period shall be the longer of: twenty four (24) months from Delivery, such other time period stated in the Order or otherwise expressly agreed in the Contract, or the period required by applicable law, without prejudice to the Supplier’s liability pursuant to applicable law for hidden defects which become apparent only after this warranty period. The warranty shall endure even in case the Goods will be built into another item/machine or merged with other Goods.

保证期应以如下相较更长者为准：自交付起二十四（24）个月，订单或合同另有明确约定的此等其他期间，或所适用法律规定的期限，且不损及供应商对于在保证期后显现的潜在瑕疵应依法承担的责任。若货物被安装在其他物品/机器或并与其他货物组装时此等保证仍应有效。

9.3 The Supplier accepts that defects, late delivery or other shortcomings in its deliveries, Goods or its obligations may result in Damages suffered by Customer which can substantially exceed the value of its deliveries. In case of a claim upon the warranty or non-compliance with or breach of the warranties provided under this Clause, Customer shall be entitled to enforce the remedies provided in Clause 10 (Remedies) hereunder.

供应商同意，其在交付、货物或义务上的缺陷、延迟交货或其它不足将可能使客户所实质遭受的损失超过其所交付货物的价值。若出现针对保证期的索赔或不遵守或违背本条款项下保证条款的索赔，客户有权执行下述第 10 条（救济）项下的救济措施。

10. REMEDIES

救济

10.1 In case of a claim upon the warranty or of a breach of warranty under Clause 9 (Warranty), or if Supplier otherwise fails to comply with any of the terms of the respective Order or with any of its obligations under the Contract, Customer shall give notice in writing to Supplier of such claim on, or breach and provide Supplier with an opportunity to swiftly remedy the issue, to the extent that such remedy is still possible or useful and to the extent that it has not become reasonably likely that the Supplier does not intend to remedy such breach. If Supplier has taken no action to remedy such breach within forty eight (48) hours of receiving such Customer notification, or if Customer, in its sole and absolute discretion, believes that Supplier cannot remedy such breach to Customer’s satisfaction and/or if such remedy is not completed within a reasonable period, as stated by the Customer in its notice, Customer shall be entitled to any one or more of the following remedies at its own discretion and at Supplier’s own expense, without prejudice to Customer’s right to recover full Damages and take any other action:

若有针对保证的索赔出现或违反第 9 条（保证）项下的保证或供应商未遵守任何相应订单项下的任何条款或合同项下的义务，客户应以书面形式就此等索赔或违反保证向供应商发送通知，并且在此等救济仍可行或有用且供应商并不被合理认为其无意进行补救的范围内提供给供应商一个机会快速补救。若供应商在收到此等客户通

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知的四十八 (48) 小时内未采取补救措施, 或若客户, 基于其单独且绝对的判断, 相信供应商无法弥补前述违约以达客户满意和/或所采取的补救措施未能在由客户通知的合理期限内完成, 客户可自行决定在供应商承担费用的基础上有权享有下述一项或多项救济, 且不得影响客户对全部损害得到赔偿及采取任何其他措施的权利:

10.1.1 to give Supplier another opportunity to carry out any additional work necessary to ensure that the terms and conditions of the Order and the Contract are fulfilled;

给予供应商另一个机会, 采取任何额外所需的工作以保证订单和合同项下的条款和条件得已履行;

10.1.2 to carry out (or to instruct a third party to carry out) any additional work necessary to make the Goods comply with the Order and the Contract;

采取 (或指令第三方采取) 任何额外所需工作以使得货物符合订单和合同的要求;

10.1.3 to require Supplier to promptly replace the defective Goods with Goods conforming with the Order, or Customer may obtain substitute goods from another supplier;

要求供应商将瑕疵货物立即更换成符合订单要求的货物, 或客户将自其他供应商处获取替换货物;

10.1.4 to refuse to accept any further Goods from Supplier; such refusal shall not release Supplier from liability for the defective Goods delivered by Supplier or delays in the deliveries;

拒绝从供应商处接受任何进一步的货物; 前述拒绝不得使供应商就其交付瑕疵货物和迟延交付的责任而免责;

10.1.5 to recover any and all Damages sustained by Customer and/or any third party as a direct or indirect result of Supplier's breach of the respective Order or the Contract;

弥补客户和/或任何第三方所承担的因供应商违反相应订单或合同所直接或间接产生的任何及所有损害;

10.1.6 to terminate the Contract in accordance with Clause 15.3 below.

依据如下第 15.3 条终止本合同。

10.2 In the event that Clauses 10.1.1, 10.1.2 and/or 10.1.3 apply, the entire warranty period of Clause 9.2 shall be restarted with respect to the replacement or substitute Goods.

若第 10.1.1、10.1.2 和/或 10.1.3 适用, 就更换或替代的货物, 其第 9.2 条项下的整个保证期应重新开始计算。

10.3 Customer reserves the right to set off any amounts owed to Supplier against any claims asserted by Customer against Supplier, or withhold payment for Goods not provided in accordance with the Order and the IGW GTC.

客户保留因供应商原因导致的任何由客户向供应商提起的索赔而抵消任何金额的权利, 或因未能按订单及本安杰达通用采购条款和条件供货而不予支付货款的权利。

10.4 The rights and remedies available to Customer and contained in the IGW GTC are cumulative and are not exclusive of any rights or remedies available under applicable law, other

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provisions of the Order or the Contract, or in equity, and the exercise of any such right or remedy shall not be deemed an election of remedies.

客户所获得的且包含于本安杰达通用采购条款和条件之中的权利及救济为可累计的，且并不排除依据可适用的法律、订单或合同的其他条款、或衡平法所获得的任何权利或救济，对前述任何权利或救济的行使不得视为对救济的选择。

11. INTELLECTUAL PROPERTY

知识产权

11.1 In the event that the Goods delivered by Supplier infringe any third party Intellectual Property Rights, Supplier shall, notwithstanding anything provided to the contrary or otherwise contained in this IGW GTC, the Order or the Contract, provide IPR Indemnification to Customer. The IPR Indemnification applies whether or not Supplier may have been negligent or at fault and does not limit any further compensation claims or rights of Customer to recover any and all Damages suffered as a result of Supplier's infringement. Supplier's obligation to indemnify Customer as provided under this Clause shall not apply if and to the extent the liability or damage was caused by Customer's own pre-existing Intellectual Property Rights contributed to or implemented into the Goods provided by Supplier.

在供应商所交付的货物侵犯任何第三方的知识产权的情况下，尽管另有任何相反规定或规定在本安杰达通用采购条款和条件、订单或合同中的其他规定，供应商仍应向客户提供知识产权赔偿。无论供应商是否有过失或存有过错，知识产权赔偿均应予以适用，且不会限制客户就其因供应商侵权所遭受的任何及所有损失进一步赔偿要求或权利。若因客户自身先前已存在的被用于或施行于供应商所提供的货物之中的知识产权而引起的责任或损失，供应商基于本条赔偿客户的义务不应被适用。

11.2 If any infringement claim is made against Customer, Customer may without prejudice to its rights under Clause 11.1 also request, in its sole discretion and at Supplier's cost, that Supplier (i) procure for Customer the right to continue using the Goods; (ii) modify the Goods so that they cease to be infringing; or (iii) replace the infringing Goods so that they become non-infringing, without, however, altering their compliance with the Order and the Contract.

如果有任何针对客户的侵权索赔发生，在不损及第 11.1 条项下客户权利的前提下，客户仍可基于其自身判断要求供应商自担费用：(i)为客户获得继续使用货物的权利；(ii)修改货物以使货物不再侵权；或(iii)替换侵权货物以使其成为非侵权货物，但仍应符合订单及合同的要求。

11.3 In the event Supplier cannot fulfill Customer's above request, Customer shall be entitled to terminate the Order immediately, to reclaim all sums which Customer has paid to Supplier under the Order and to seek indemnity and recover Damages in accordance with Clause 11.1.

在供应商不能满足客户如上要求的情况下，客户将有权立即终止订单，要求归还客户根据订单已向供应商支付的所有金额，并有权根据第 11.1 条之规定寻求赔偿及补偿损失。

12. COMPLIANCE WITH RELEVANT LAW

遵守相关法律

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12.1 The Goods covered by this IGW GTC shall be provided by Supplier in compliance with all applicable laws, regulations, rules, ordinances, codes of practice, guidance and other requirements of any relevant government or governmental agency or relevant industry agency. To the extent that such regulations are advisory rather than mandatory, the standard of compliance to be achieved by Supplier with respect to such regulations shall be the generally accepted best practice of the relevant industry.

供应商应根据适用的相关法律、法规、规章、条例、行为守则、指引及其他任何相关政府或政府机构或相关行业机构的要求提供本安杰达通用采购条款和条件所涉及的货物。若上述法规为建议性的而非强制性的，供应商就此等法规所应达到的遵循标准应符合相关行业所普遍接受的最佳做法。

12.2 Supplier shall comply with all obligations imposed upon manufacturers by Directive 2006/42/EC of the European Parliament and of the Council of 17 May 2006 on machinery, the amending Directive 95/16/EC (recast) (as amended thereafter), and the national laws, rules and regulations implementing this directive.

供应商应遵守欧洲议会和理事会 2006/42/EC 机械指令（于 2006 年 5 月 17 日发布）及修订的 95/16/EC 指令（修改）（随后已修订），以及为执行此指令而签发的国家法律、法规及规章中对制造商施加的全部义务。

12.3 Upon signing the Order, Supplier acknowledges and confirms that the IGW Supplier Code of Conduct has been made available to it online (Web portal: www.IGWpower.com), and that Supplier has reviewed, understands and agrees to comply with the IGW Supplier Code of Conduct in the performance of its obligations under the Order and the IGW GTC.

一经签署订单时，供应商承认并确认安杰达供应商行为准则可在线获取（门户网站：www.IGWpower.com），且供应商已审阅该准则，并且理解和同意其在履行订单及安杰达通用采购条款和条件的义务的过程中遵守安杰达供应商行为准则。

13. CONFIDENTIALITY AND DATA PROTECTION

保密及资料保护

13.1 Supplier shall:

供应商应：

13.1.1 Unless otherwise agreed in writing, keep in strict confidence all technical or commercial information, specifications, inventions, Intellectual Property, processes or initiatives which have been disclosed to Supplier by Customer or its agents, and any other information concerning Customer's business, products and technology which Supplier obtains in connection with the Goods (whether before or after acceptance of the Order). Supplier shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the information for the purpose of the provision of the Goods to Customer. Supplier shall ensure that such employees, agents, or sub-contractors are subject to and comply with the same obligations of confidentiality as applicable to Supplier hereunder and shall be liable for any unauthorized disclosures by Supplier or its employees, agents or subcontractors as far as legally permissible;

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除另有书面约定，严格保密所有由客户或其代理人已披露给供应商的技术或商业信息、规格、发明、知识产权、工艺流程或方案以及其他任何供应商获得的（无论是在接受订单之前或之后）与货物相关的有关客户业务、产品和技术的信息。供应商应将保密资料的披露对象严格限制于为向客户提供货物之目的而有必要知晓此等保密信息的雇员、代理人或分包商。供应商应确保此等雇员、代理人或分销商受制于并遵守与本协议项下适用于供应商的相同的保密义务，并应在法律所许可的范围内就自身及其雇员、代理人或分销商的任何未经授权的披露行为承担责任。

13.1.2 Apply reasonable safeguards against the unauthorised disclosure and use of Customer’s confidential and proprietary information and protect Customer’s confidential information in accordance with the generally accepted standards of protection in the related industry, or in the same manner and to the same degree that it protects its own confidential and proprietary information, whichever standard is the higher. Supplier may disclose Customer’s confidential information to “Permitted Additional Recipients,” which means Supplier’s authorised representatives, including auditors, counsels, consultants and advisors, provided always that such Permitted Additional Recipients sign a confidentiality agreement with Supplier containing obligations substantially similar to those in this Clause 13, or where applicable, such Permitted Additional Recipients are required to comply with codes of professional conduct ensuring confidentiality of such information;

采用合理的保护措施防止未经授权披露和使用客户的保密和专有信息，及按照有关行业内通用的保护标准或者保护自身保密和专有信息的同等方式及同等程度，以标准更高者为准来保护客户的保密信息。供应商可向“被许可的其他接收者”，即指供应商的授权代表，包括审计人员、法律顾问、咨询师和顾问，披露客户的保密信息，假如此等被许可的其他接收者总是与供应商签订一份已实质性包含与本第 13 条相似义务的保密协议或如适用，此等被许可的其他接收者被要求遵守可确保此等信息保密的职业行为守则；

13.1.3 Take all necessary steps to ensure that Customer’s confidential data or information which comes into Supplier’s possession or control in the course of delivering the Goods is protected and kept in confidence. In particular, Supplier shall not (i) use Customer’s data or information for any other purposes than for delivering the Goods, or (ii) reproduce the data or information in whole or in part in any form, except as may be required by the Contract, or (iii) disclose Customer’s data or information to any third party not authorised by Customer to receive it, except with the prior written consent of Customer;

采取所有必要措施确保客户在交付货物的过程中供应商占有或控制的保密数据或信息受到保护并被保密。供应商尤其不得（1）为交付货物之外的任何其他目的使用客户的数据或信息，或（2）除可被合同要求外以任何形式全部或部分复制数据或信息，或（3）除非客户事先书面同意，向未获得客户授权接收的任何第三方披露客户的数据或信息；

13.1.4 Install and update, at its own cost, adequate virus protection software and operating system security patches for all computers and software utilized in connection with delivering the Goods, and Supplier shall provide reports with Customer regarding such security measures, if so requested by Customer.

为与交付货物有关而使用的所有计算机和软件，自费安装和升级适当的病毒防护软件和操作系统安全补丁，且如经客户要求，应当向客户提供有关此等安全措施的报告。

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13.2 Supplier agrees that Customer shall be allowed to provide any information received from Supplier to any other IGW Affiliate.

供应商同意客户应被允许向任何其他安杰达关联方提供自供应商处接收的任何信息。

13.3 The Customer may require the Supplier or any of the Permitted Additional Recipients to execute a separate Non-Disclosure Agreement in a form and with substance satisfactory to Supplier.

客户可要求供应商或任何被许可的其他接收方另行签订一份在形式和内容上令供应商满意的禁止披露协议。

14. LIABILITY AND INDEMNITY

法律责任与赔偿保证

14.1 To the extent permitted by applicable law, or unless otherwise agreed between the Parties, Supplier shall indemnify and hold harmless Customer and its Affiliates, and their respective owners, directors, officers, employees, agents, contractors, customers, successors and assigns, against and from any and all Damages arising from, in connection with, or in any way related to: (a) the Goods; (b) Supplier’s breach of any of the terms of the Order or the Contract (whether or not Supplier may have been negligent or at fault and whether Supplier’s liability arises as a matter of contract (e.g., breach of warranty) or tort (injury to person or property)); (c) any claim made by a third party (including employees of Supplier) against Customer in connection with, relating to or arising from the Goods delivered by Supplier and/or its sub-contractors or from any breach by the Supplier of its obligations under the Order or the Contract or (d) any acts or omissions, negligent or otherwise, of Supplier or its employees or subcontractors in the performance of the Order. Upon Customer’s request, Supplier shall defend Customer against any third party claims.

在适用法律许可的范围内，或除非由双方另行约定外，供应商应当赔偿并使客户及其关联方，和其相应的所有者、主管、管理人员、员工、代理人、承包商、客户、继承者和受让者免受任何和所有起因于、有关于或在任何方式上涉及于下列方面的任何及所有损害：（1）货物；（2）供应商违反订单或合同的任一条款（无论供应商是否为疏忽大意或有过失且无论供应商的责任是否源自于合同（例如，违反保证责任）或侵权（人身或财产损害））；（3）第三方（包括供应商的员工）向客户提出的有关于、涉及于或起因于供应商和/或其分包商供应的货物或者供应商违反其在订单或合同项下义务的任何索赔或（4）无论疏忽与否，供应商、其员工或分包商在履行订单过程中的任何作为或不作为。一经客户要求，供应商应针对任何第三方案赔为客户抗辩。

14.2 Supplier shall be fully responsible for the acts, omissions, defaults, negligence and obligations of any of its suppliers, sub-contractors, agents, and employees as fully as if they were the acts, omissions, defaults, negligence or obligations of Supplier.

供应商应当就其任一供应商、分包商、代理人和员工的作为、不作为、违约、过失或义务以其完全视为供应商的作为、不作为、违约、过失或义务的方式负全责。

14.3 The provisions of this Clause 14 (Liability and Indemnity) shall survive any performance, acceptance or payment pursuant to the Order, and shall extend to any substitute or replacement Goods delivered by Supplier to Customer.

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本第 14 条规定（责任与赔偿）应不受根据订单的任何履行、接受或支付的影响，并适用于任何由供应商交付给客户的替代或更换货物。

14.4 Unless otherwise expressly stated in the respective Order, Supplier shall maintain in force, and upon request shall provide evidence of, adequate liability insurance and statutory worker's compensation/employer's liability insurance with reputable and financially sound insurers. Nothing contained in this Clause 14 (Liability and Indemnity) shall relieve Supplier from any of its contractual or other legal liabilities. Insurance maintained by Supplier shall not be construed as a limitation of Supplier's liabilities to Customer under the IGW GTC.

除非在相应订单中另行明确约定，供应商应同富有声誉和财力雄厚的保险商确保足够的责任保险和法定工人赔偿/聘用者责任险保持有效，并且一经要求应提供此等购买的证据。本第 14 条（责任与赔偿）中规定均不得减轻供应商的任何合同或其他法律责任。供应商所维护的保险不得被视为供应商在安杰达通用采购条款和条件下对客户责任的限制。

15. TERM AND TERMINATION OF ORDERS

期限与订单终止

15.1 Any Order or the Contract may be suspended, postponed or terminated for convenience, in whole or in part, by Customer upon giving Supplier thirty (30) calendar days written notice, unless otherwise expressly stated in the relevant Order. In the event of such termination, Customer shall pay to Supplier the value of the conforming Goods already delivered, accepted but unpaid and any proven direct costs reasonably incurred by Supplier for conforming Goods not yet delivered, however in no event shall Customer be obligated to pay more than the agreed purchase price for the Goods under the respective Order. No further compensation shall be due or owing to Supplier. In the event of suspension or postponement, no compensation shall be due or owing to Supplier.

除非在有关订单中另行明确规定，任何订单或合同可在给予供应商三十（30）个日历日的书面通知后由客户为了方便起见全部或部分地被中止、延迟或终止。如出现此等终止，客户应当向供应商支付那些已经交付、接受但尚未付款的货物的价值及已证明的由供应商承担的因未交付的货物而产生的直接合理费用，但是无论何种情况客户均没有义务支付超过在相应订单下货物的约定购买价格。无供应商应得的进一步赔偿。如出现中止或延迟，无供应商应得的赔偿。

15.2 Without prejudice to the other provisions of these IGW GTC, Customer shall have the right to terminate any Order or the Contract:

在不损及本安杰达通用采购条款和条件的其他条款的前提下，客户有权终止任何订单或合同：

15.2.1 If the Supplier (a) enters into/is subject to any insolvency or similar legal proceedings; (b) dissolves, liquidates and winds up its affairs; (c) commits an act of bankruptcy or is adjudicated bankrupt; (d) enters into liquidation, whether compulsory or voluntarily, other than for the purposes of an amalgamation or intragroup restructuring; (e) makes an arrangement with its creditors or petitions for an administration order; (f) has a receiver or court manager

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appointed over all or any part of its assets; or (g) generally becomes unable to pay its debts in a timely manner;

如果供应商（1）进入/正处于任何破产或类似法律程序中；（2）解散、清算和关闭其业务；（3）主动破产或被法院宣告破产；（4）进入清算程序，无论是强制的或自愿的，但为合并或集团内部重组之目的除外；（5）与债权人作出某种安排或对行政命令提出申请；（6）存在被指派的接管人或法庭管理者负责其所有或任何部分财产；或（7）已变得基本无法及时地偿还债务；

15.2.2 If there is a material change in the ownership or control of Supplier (other than an intragroup restructuring) without Customer's prior written consent; or

未经客户的事先书面同意，供应商的所有者或控制方发生重大变更（除集团内部重组）的；或

15.2.3 If the Supplier or its representatives or affiliates have engaged in such conduct that the Customer's trust and confidence, or the general public's trust and confidence, in the Supplier is fundamentally disrupted (including without limitation, in the event of criminal offences).

If the Supplier anticipates the occurrence of any matter referred to in Clause 15.2 above, it shall promptly notify Customer in writing. The failure to do so shall constitute to a non-remediable breach.

若供应商或其代表或关联方从事了某行为导致客户或公众对供应商的信任和信心被根本性地破坏（包括但不限于，刑事犯罪的发生）。

如果供应商预期上述第 15.2 条所列的任何事件的发生，其应立即书面通知客户。未能这样做，应构成一项无法救济的违约。

15.3 In the event of Supplier's breach of any Order or the Contract, including a breach of warranty, Customer shall be entitled to terminate the respective Order or the Contract if Supplier fails to take adequate and timely actions to remedy a breach to the satisfaction of Customer (and to the extent that such remedy is still possible or useful and to the extent that it has not become reasonably likely that the Supplier does not intend to remedy). In such event, Customer shall have no obligation to compensate Supplier for the Goods already delivered but unpaid, and Supplier shall be obligated to refund to Customer any remuneration received from Customer for the Goods and take back the Goods at Supplier's own cost and risk, without prejudice to Customer's right to recover any and all Damages or other accrued rights. Any termination or cancellation of any Order, in whole or in part, shall not affect Supplier's warranties, indemnities and other liabilities to the Customer (and to its successors, assigns, customers and end users).

若发生供应商违反任何订单或合同的，包括违反保证责任，如果供应商未能采取充分且及时的措施且令客户满意的方式来补救其违约（在此等救济仍然是可能或有用时，并且没有合理可能认为供应商未打算进行救济），客户应有权终止相应订单或合同。在不影响客户请求任何和所有赔偿权利和其他累计权利的情况下，发生此等违约事件，客户没有义务赔偿供应商已交付但尚未付款的货物，供应商有义务返还已从客户处收到的有关货物的任何款项，并且自费用和自担风险将货物取回。对订单的全部或部分的任何终止或取消，不应影响供应商对客户（及其继承者、受让者、客户和终端用户）的保证、赔偿和其他责任。

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15.4 Supplier’s violation of any of the obligations contained in Clause 12 (Compliance with Relevant Law) shall constitute a material breach of the Contract, and shall entitle Customer to terminate any Order or the Contract with immediate effect without notice, without compensation, and without prejudice to any other rights or remedies of Customer under the Contract, at law, or in equity, including without limitation Customer’s right to recover any and all Damages arising from Supplier’s breach.

供应商对第 12 条（遵守有关法律）规定的任何义务的违反将视为重大违约行为，且客户有权不予通知即终止任何订单或合同，即刻生效且无任何赔偿，且不得损害客户在本合同下、法律或衡平法下的任何其他权利或救济，包括但不限于客户要求赔偿由于供应商违约造成的任何和所有损害的权利。

15.5 If an event of Force Majeure (as defined in Clause 16 below) occurs and exceeds thirty (30) calendar days, either Party shall have the right to terminate the relevant Order by providing written notice to the other Party without liability to the other Party.

如果不可抗力事件（见下方第 16 条的定义）发生并持续超过三十（30）个日历日，任何一方有权书面通知对方提前终止相关订单，且不应承担责任。

15.6 Upon termination Supplier shall immediately and at Supplier’s expense safely return to Customer all Customer property (including any Tooling, documentation, data, and Customer Intellectual Property) and any Customer information then in Supplier’s possession or under Supplier’s control. Supplier shall provide Customer with all information and documentation relevant to the use of Goods already delivered.

本协议一经终止，供应商应立即自费用将所有客户的财产（包括任何工具、文档、数据以及客户的知识产权）以及供应商所占有或受其控制的任何客户信息全部安全返还给客户。供应商应当向客户提供有关已交付货物的全部信息与文档。

16. FORCE MAJEURE

不可抗力

16.1 Neither Party shall be liable for any delay in performing or for failure to perform its obligations under a respective Order if the delay or failure results from an event of “Force Majeure”. For clarification, Force Majeure means an event that was not foreseeable by the affected Party at the time of execution of the respective Order, is unavoidable, outside the control of the affected Party, and for which the affected Party is not responsible, provided that (a) such event prevents the affected Party from performing the respective Order, (b) the affected party has taken all reasonable precaution, due care and alternative measures, and (c) the affected Party provides notice to the other Party of the respective event of Force Majeure as soon as possible following the occurrence of such event, but in no case more than five (5) calendar days following the occurrence. The affected Party shall use its reasonable efforts to minimise the effects of any event of Force Majeure. It is understood and agreed that the following events will not constitute an event **of Force Majeure : lock-out, failure to timely obtain raw materials, social unrest and/or strike.**

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任何一方不对延迟或未能履行相应订单下的义务负责，如果该延迟或未能履行归因于“不可抗力”事件的发生。为释明，不可抗力指受影响方在签署相应订单时不可预见、不可避免且无法控制的、且不归因于受影响方的某种事件，但前提是（1）该事件阻止受影响方履行相应订单，（2）受影响方已经采取所有合理措施、合理注意及替代措施，且（3）在该事件发生之后受影响方立即通知了另一方有关不可抗力的相应事件，但是任何情况下都不得超过该事件发生后五（5）个日历日。受影响方应当尽其合理努力最小化任何不可抗力事件的影响。双方特此理解并同意如下事件不视为构成不可抗力事件：**停工、未能及时获取原材料、社会动乱和/或罢工。**

17. ASSIGNMENT AND SUB-CONTRACTING

转让与分包

17.1 Supplier shall not assign, sub-contract, transfer, or encumber an Order (including any monetary receivables from Customer) without prior written approval of Customer.

未经客户事先书面同意，供应商不得将订单（包括客户的任何货币应收账款）转让、分包、转移或者设定权利负担。

17.2 Customer may at any time assign, transfer, encumber, or sub-contract all or any of its rights or obligations under the respective Order or the Contract to any of its Affiliates.

客户可以随时将其在相应订单或合同下的权利义务转让、转移、设定权利负担或者分包至其任一关联方。

18. NOTICES

通知

Any notice shall be given by registered mail, courier, fax or by e-mail to the address of the relevant Party as stated in the Order or to such other address as such Party may have furnished in writing to the other Party for such purposes. The recipient is required to confirm the delivery of message. Electronic read receipts may not under any circumstances be deemed as confirmation of notice. Electronic signatures may be also used.

任何通知均应当通过挂号信、快递、传真或者电子邮件发送给相关方在订单中所述的地址，或者该方就此目的已可能向他方书面提供的其他地址。收件人应当确认信息的传递。电子阅读收条在任何情形下都不应被视作签收确认。电子签名亦可以使用。

19. WAIVERS

弃权

A Party's failure to enforce or exercise, at any time or for any period, any term of the IGW GTC or an Order shall not constitute, and shall not be construed as, a waiver of such term and shall not affect such Party's right to enforce such term or any other term herein contained.

在任何时点上或在任何期间内，一方未能执行或行使安杰达通用采购条款与条件或者订单中的任何条款，不应构成且不应被解释为对该等条款的放弃；此等条款的放弃也不得影响该方强制执行该等条款和本合同所载任何其他条款的权利。

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20. GOVERNING LAW AND DISPUTE SETTLEMENT

准据法和争议解决

The law governing the Order, the IGW GTC and any disputes arising under the Order or the IGW GTC, as well as additional terms and conditions applicable to Customer's purchase of the Goods, shall be as set forth in the Addendum to the IGW GTC referenced in the Order.

订单、安杰达通用采购条款与条件、任何产生于前两者的争议以及适用于客户购买货物的其他条款与条件所适用的法律，应阐述在订单所引用的安杰达通用采购条款与条件的附件中。

21. SEVERABILITY

条款可分割性

The invalidity or unenforceability of any term or of any right arising pursuant to the IGW GTC, the Order or the Contract shall not adversely affect the validity or enforceability of the remaining terms and rights, and the IGW GTC, the Order and the Contract shall be given effect as if the invalid, illegal or unenforceable provision had been deleted and replaced by a provision with a similar economic effect to that of the deleted provision if this can be achieved by another provision.

产生于安杰达通用采购条款与条件、订单和合同的任何条款和任何权利之无效或不可执行，应不得对剩余条款和权利之有效性和可执行性产生不利影响。安杰达通用采购条款与条件、订单和合同仍应有效，如同此等无效、违反法律或者不可执行的条款已被删除，并被与被删除条款具有类似经济效果的条文所取代，只要此等经济效果是可以通过其他条款实现的。

22. SURVIVAL

继续有效条款

22.1 Provisions and rights under the IGW GTC and the Order that survive termination or expiration of the Order or the Contract according to their express terms or by their nature or context shall survive such termination or expiration and remain in full force and effect.

安杰达通用采购条款和条件及订单项下，根据其明示条款、性质或上下文，在订单或合同解除或者期限届满后继续有效的条款及权利，应在合同的解除或者到期后仍将保持完全有效。

22.2 Without prejudice to the generality of Clause 22.1, the obligations set forth in Clauses 9 (Warranty), 10 (Remedies), 11 (Intellectual Property), 13 (Confidentiality and Data Protection) and 14 (Liability and Indemnity) shall in any event survive termination or expiration of the Order or the Contract.

在不影响第 22.1 条的普遍适用性一般性规定的前提下，第 9 条（保证）、第 10 条（救济）、第 11 条（知识产权）、第 13 条（保密和数据保护）和第 14 条（法律责任和赔偿保证）所规定的义务应当在订单或者合同的解除或到期后继续有效。

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22.3 Without prejudice to the generality of Clause 22.1, the obligations set forth under Clause 13 (Confidentiality and Data Protection) shall be valid for a period of five (5) years from Delivery of the Goods or termination of the Order, unless otherwise agreed between the Parties.

在不损及第 22.1 条款的普遍适用性的前提下，第 13 条（保密和数据保护）所述义务应当在货物交付或者订单终止后的五年内有效，除非双方另有约定。

23. ENTIRETY

完整性

The IGW GTC and the Order constitute the entire Contract and understanding between the Parties and replace any prior agreement, understanding or arrangement between the Parties, whether oral or in writing, except to the extent of fraud or any fraudulent misrepresentation. The relationship of the Parties is that of independent parties dealing at arm's length and nothing in this contractual relationship shall be construed to designate Supplier as an agent or employee of Customer or as having any kind of partnership with Customer. Supplier is not authorised to represent or bind Customer in any respect.

安杰达通用采购条款与条件和订单构成双方之间的全部合同和谅解，取代先前双方之间的口头或者书面达成的协议、谅解或者安排，但是欺骗或任何虚假陈述则属例外。双方之间的关系是独立的按照一臂之距原则相互交易的当事方之间的关系，且该合同关系中的任何内容绝不应被解释为指定供应商为客户的代理人或者雇员，或者与客户有其他任何类型的合伙关系。供应商没有被授权在任何方面代表或者约束客户。

24. FURTHER ASSURANCES

进一步保证

The Parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by the respective Order and the IGW GTC.

双方应当采取并执行一切合理需要的措施与行动，以期赋予相应订单和安杰达通用采购条款和条件所赋予的权利和所寻求的交易以完全的效力。

25. SPECIFIC PROVISIONS UNDER BELGIAN LAW

For purchases made by IG Watteeuw International NV, the following provisions will also apply:

25.1. Governing law and dispute settlement

25.1.1 The respective Order, the IGW GTC and the Contract shall be governed by, construed in accordance with and always subject to the laws of Belgium, however under exclusion of its conflict of law rules of which the application would lead to the applicability of the laws of another jurisdiction.

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25.1.2 For domestic dispute resolution matters, whereby Customer and Supplier are registered in the same country, any dispute or difference arising out of or in connection with the respective Order, the IGW GTC and/or the relevant Contract, including any question regarding its existence, validity or termination or the legal relationships established thereby, which cannot be settled amicably, shall be submitted to the jurisdiction of the competent courts of Bruges, judicial area of West-Flanders (Belgium), unless other courts or arbitration are agreed in writing between the Parties.

25.1.3 For cross border dispute resolution matters whereby Customer and Supplier are registered in different countries, unless agreed otherwise in writing between the Parties, any dispute or difference arising out of or in connection with the respective Order, this IGW GTC and/or the relevant Contract, including any question regarding its existence, validity or termination or the legal relationships established thereby, which cannot be settled amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Paris, France, unless the Supplier has its registered office in France, in which case the venue will be London, United Kingdom, and unless otherwise agreed in writing. The language of the proceedings and of the award shall be English. The decision of the arbitrators shall be final and binding upon both Parties, and neither Party shall seek recourse to an ordinary state court or any other authority to appeal for revisions of the decision.

25.2. Alterations from the common IGW GTC

25.2.1 Clause 6.1 is supplemented by the following sentence : „Will also constitute a defect : a characteristic of the Goods which does in itself not render the Goods defectuous, but does render them unfit for the purposes the Customer intended to use them for.“

25.2.2 Clause 10.1, second sentence is replaced by the following sentence : „If Supplier has taken no action to remedy, or has not initiated such action to remedy, such breach within forty eight (48) hours of receiving such Customer notification, or if Customer, in its sole and absolute discretion, believes that Supplier cannot remedy such breach to Customer’s satisfaction and/or if such remedy is not completed within a reasonable period, as stated by the Customer in its notice, Customer shall be entitled to any one or more of the following remedies at its own discretion and at Supplier’s own expense, without prejudice to Customer’s right to recover full Damages and take any other action:“.

25.2.3 Clause 15.2.1 IGW GTC as above doesn't apply and it's wording is substituted by the following provision:

If the Supplier is or threatens to be involved in any legal proceedings concerning insolvency, or ceases trading or a material part of its business, or commits an act of bankruptcy or adjudicated bankruptcy or enters into liquidation, whether compulsory or voluntarily, other than for the purposes of an amalgamation or intragroup restructuring, or makes or threatens to make an arrangement with its creditors or petitions or threatens to petition for an administration order, for protection against its creditors (e.g., without limitation, by filing a request for judicial reorganisation or by entering into an agreement with one or more of its creditors, as provided in the Belgian Act of 31 January 2009, or by applying for payment instalments under Article 1244

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of the Belgian Civil code) or has or threatens to have a receiver or court manager appointed over all of or any part of its assets or generally becomes unable to pay its debts;
The reference in Clause 15.2, last paragraph, to „Clause 15.2“ is therefore to be understood as a reference to this Clause 25.2.3 above.

26. SPECIFIC PROVISIONS UNDER CHINESE LAW

中国法项下的具体条款

For purchases made by IG Watteeuw (Suzhou) Co. Ltd., the following provisions will also apply:

就安杰达机密机械（苏州）有限公司所为采购行为而言，下列条款亦将适用：

The definition of “Damage” shall read as: “Damage”: means any and all direct and indirect damages, either foreseeable or not, losses (including loss of profits), costs, expenses, penalties, liabilities and other losses of any kind or nature, including (without limitation), consequential damages, lump sum indemnities and liquidated damages (e.g., due to late deliveries), reputational damages, punitive damages, advisor’s and counsel’s fees, penalties due to third parties, mounting and dismounting costs, interest, etc, subject to Article 113 of the PRC Contract Law with effect from October 1, 1999.

“损害”的定义应当解读为：受制于自 1999 年 10 月 1 日起生效的中华人民共和国合同法第 113 条，“损害”指任何和全部的直接和间接的损害而无论其是否可以预见、损失（包括利润损失）、成本、费用、罚款、法律责任和其他任何种类或者性质的损失，包括（但不限于）间接损失损害、一次性赔偿金和违约金（例如，由于迟延交付锁致）、名誉损失、惩罚性损害、顾问费、因第三方导致的罚款、安装和拆卸成本、利息等。

26.1 Governing law and dispute settlement

准据法和争议解决

26.1.1 The conclusion, validity, interpretation and performance of the respective Order, these IGW GTC and/or relevant Contract and the settlements of disputes arising therefrom shall be governed by and construed in accordance with the laws of People’s Republic of China.

相应的订单、安杰达通用采购条款和条件和/或相关的合同的订立、有效性、解释和履行，及因前述而产生的争议解决，均应当由中华人民共和国法律管辖并据其解释。

26.1.2 Any and all disputes or controversies relating to or arising out of the respective Order, these IGW GTC and/or relevant Contract shall be submitted to the competent court where the Customer is legally registered in China.

任何及所有与相应的订单、安杰达通用采购和/或相关合同条款和条件相关或由此而产生的争议或者分歧，均应当提由客户在中国合法注册地的有相关的法院解决。

26.2 Alterations from the common IGW GTC

安杰达通用采购条款和条件的更改

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If the respective Order, these IGW GTC and/or relevant Contract are governed by the laws of People's Republic of China in accordance with the provisions of Clause 20 above, then Clauses 5.3, 5.4, and 15.2 hereof shall be modified as follows:

如果相应的订单、安杰达通用采购条款和条件和/或者相关的合同根据上述第 20 条受中华人民共和国管辖，那么本文第 5.3 条、第 5.4 条和第 15.2 条应当被修改如下：

Clause 5.3 The Customer is entitled to reject the Supplier's delivery before the delivery date, except where such early delivery does not harm the Customer's interests and the Supplier informs the Customer thereof in writing. Any expenditure reasonably incurred by Customer due to the Supplier's early performance shall be borne by the Supplier.

第 5.3 条 客户有权拒绝供应商的提前交付，除非该提前交付不损害客户的利益且供应商已书面就此情事通知了客户。因为供应商的提前履行而使客户遭受的任何合理开支，应当由供应商承担。

Clause 5.4 The Customer may reject the Supplier's partial performance, except where such partial performance does not harm the Customer's interests. Any additional expense incurred by the Customer due to the Supplier's partial performance shall be borne by the Supplier. Where the Supplier delivered the Goods in a quantity greater than that prescribed in the respective order or relevant Contract, the Customer may accept or reject the excess quantity. Where the Customer accepts the excess quantity, it shall pay the price based on the contract rate; where the Customer rejects the excess quantity, it shall timely notify the Supplier.

第 5.4 条 客户可以拒绝供应商的部分履行，除非该部分履行不损害客户的利益。因为供应商的部分履行而使客户遭受的任何额外开支，应当由供应商承担。如果供应商交付的货物数量大于由相应订单或者相关合同所规定的数量，客户可以接受或者拒绝超出的部分的数量。如果客户接受超出的部分，则客户应当基于合同价格支付；如果客户拒绝超出的部分的数量，则客户应当及时通知供应商。

Clause 15.2 Without prejudice to the other provisions of these IGW GTC, the other reasons for Customer to terminate the Orders are as follows:

第 15.2 条 在不损及此等安杰达通用采购条款和条件其他条款的前提效力下，客户可提前终止订单的其他原因如下：

Clause 15.2.1 If the Supplier is or threatens to be involved in any legal proceedings concerning insolvency or bankruptcy, or ceases trading or a material part of its business, sells or intends to sell a substantial part of their assets, subcontracts or outsources total or key part of manufacturing and production of the Goods and parts thereof to other suppliers without Customer's written agreement, or commits an act of bankruptcy or adjudicated bankrupt or enters into liquidation, whether compulsory or voluntarily, other than for the purposes of an amalgamation or intragroup restructuring or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all of or any part of its assets or generally becomes unable to pay its debts;

第 15.2.1 条 如果供应商卷入或者可能卷入有涉及清算或破产的法律程序，或者停止交易或其业务的重要部分，出售或有意向出售其大部分资产的；未经客户书面同意将货物及其部件之制造与生产的全部或关键部分转包或者外包；发生破产行为、被法院宣告破产或者进入清算程序，无论是强制的还是自愿的，但以合并或者集团内

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部重组、同债权人作出某种安排、就行政命令提出申请、有接管人或法庭管理者被任命接手其全部或者部分资产、或者已基本不能偿还债务等为目的着除外；

Clause 15.2.2 if there is a material change in the ownership or control of Supplier (other than an intragroup restructuring) without Customer's prior written consent;

第 15.2.2 条 如果供应商的所有权或者控制权未经客户的事先书面同意而发生发生重大变化（集团内部的重组不在此列）；

Clause 15.2.3 If the Supplier or its representatives or affiliates has or have acted or undergone an event in such a manner that the Customer's trust and confidence, or the general public's trust and confidence, in the Supplier is fundamentally disrupted (e.g., however without limitation, in the event of criminal offences); or

第 15.2.3 条 如果供应商或其代表或关联方以某种的方式行事或者经受某经历某一事件而致使客户或者公众对供应商的信任或者信心被根本性地破坏（例如，但不限于刑事犯罪）；或者

Clause 15.2.4 If the competent industry and commerce authority of China orders the Supplier to suspend its business operations or revoke its business license;

第 15.2.4 条 如果中国的主管工商行政部门命令供应商停止其经营活动或者吊销其营业执照；

If the Supplier threatens to be involved in any matter referred to in the above sub-paragraphs 15.2.1 through 15.2.4 above, it shall promptly notify the Customer of such event. The failure to do so shall amount to a non-remediable breach hereof.

如果供应商有可能卷入上述第 15.2.1 至 15.2.4 条所提及的任一事件，应当及时将此等事件通知客户。未能及时通知的，则应视作本文件项下一项不可补救的违约行为。

27. SPECIFIC PROVISIONS UNDER CZECH LAW

For purchases made by IG Watteuw ČR s.r.o., the following provisions will also apply:

27.1 Governing law and dispute settlement

27.1.1 The respective Order, the IGW GTC and the Contract shall be governed by Czech law, however under exclusion of its conflicts of law rules of which the application would lead to the applicability of the laws of another jurisdiction. The application of the United Nations Convention for International Sale of Goods dated April 11th 1980, is hereby excluded.

27.1.2 Unless otherwise agreed between the Parties in writing, any dispute arising from or in connection with the respective Order, the IGW GTC and the Contract shall be submitted to the jurisdiction of the Czech courts, whereas territorial jurisdiction shall be determined according to the registered seat of the Customer.

27.2 Alterations from the common IGW GTC

27.2.1 The first sentence of article 2.1 of the IGW GTC shall be read as follows: "Each Order requires acceptance by Supplier either expressly by giving notice of acceptance, or impliedly by

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fulfilling the Order, in whole or in part, whereas partial fulfilling of the Order by the Supplier shall be regarded as implied acceptance of whole Order.” The remaining part of article 2.1 remains unchanged.

27.2.2 New article 2.5 shall be added to the IGW GTC in the following wording: “In case the Supplier refers in its acceptance of the Order to other business terms and conditions, the Customer may refuse such other business terms and conditions without undue delay after delivery of the acceptance from the Supplier and so the Contract is regarded as not concluded.”

27.2.3 The first sentence of article 3.6 of the IGW GTC shall be read as follows: “No later than 10 working days after conclusion of the Contract the Customer may issue Variation Orders to Supplier which shall not exceed the original Order by 10 per cent, and Supplier shall carry out such Variation Orders subject to the unaltered terms and conditions of the Order and the IGW GTC.”

27.2.4 The article 6.2 of the IGW GTC shall be read as follows: “If the Customer determines upon timely inspections of the Goods and sufficient care that any Goods delivered to Customer do not comply with the requirements of the IGW GTC, or are otherwise not in conformity with the Order, then, without limiting any other right or remedy that Customer may have under Clause 10 (Remedies), at law or in equity, Customer may reject the Goods and request replacement of the Goods and/or recover all payments made to Supplier by Customer with respect to these Goods.”

27.2.5 Article 7.1 of the IGW GTC shall be read as follows: “refuse any subsequent delivery of the Goods which Supplier attempts to make and eventually withdraw from any subsequent Contract;”

27.2.6 Article 10.1.4 shall be read as follows: “to refuse to accept any further Goods from Supplier and eventually withdraw from any subsequent Contract, such refusal or withdrawal shall not release Supplier from liability for the defective Goods delivered by Supplier of delays in the deliveries;”

27.2.7 Article 15.2 of the IGW GTC shall be read as follows: “15.2 Customer shall have the right to recall the Order or withdraw from the Contract from the following reasons and from the further reasons provided by law:”

27.2.8 Article 15.2.1 of the IGW GTC shall be read as follows: “If the Supplier (a) commences any insolvency or similar legal proceedings or such proceedings is commenced against the Supplier; (b) dissolves, liquidates and winds up its affairs; (c) commits an act of bankruptcy or is adjudicated bankrupt; (d) enters into liquidation, whether compulsory or voluntarily, other than for the purposes of an amalgamation or intragroup restructuring; (e) makes an arrangement with its creditors or petitions for an administration order; (f) has a receiver or manager appointed over all or any part of its assets; or (g) generally becomes unable to pay its debts in a timely manner;”

27.2.9 Article 15.3. of the IGW GTC shall be read as follows: “In the event of Supplier’s breach of any Order or the Contract, including a breach of warranty, Customer shall be entitled to recall the respective Order or withdraw from the respective Contract if Supplier fails to take adequate

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and timely actions to remedy a breach to the satisfaction of Customer (and to the extent that such remedy is still possible or useful and to the extent that it has not become reasonably likely that the Supplier does not intend to remedy). In such event, Customer shall have no obligation to compensate Supplier for the Goods already delivered but unpaid, and Supplier shall be obligated to refund to Customer any remuneration received from Customer for the Goods and take back the Goods at Supplier’s own cost and risk, without prejudice to Customer’s right to recover any and all Damages or other accrued rights. Any recall of any Order or withdrawal from any Contract, in whole or in part, shall not affect Supplier’s warranties, indemnities and other liabilities to the Customer (and to its successors, assigns, customers and end users).”

27.2.10 Article 15.4 of the IGW GTC shall be read as follows: “Supplier’s violation of any of the obligations contained in Clause 12 (Compliance with Relevant Law) shall constitute a material breach of the Contract, and shall entitle Customer to recall any Order or withdraw from the Contract with immediate effect without notice, without compensation, and without prejudice to any other rights or remedies of Customer under the Contract, at law, or in equity, including without limitation Customer’s right to recover any and all Damages arising from Supplier’s breach.”

27.2.11 Article 15.5 of the IGW GTC shall be read as follows: “If an event of Force Majeure (as defined in Clause 16 below) occurs and exceeds thirty (30) calendar days, either Party shall have the right to recall the relevant Order by providing written notice to the other Party without liability to the other Party.”

27.2.12 Article 15.6 of the IGW GTC shall be read as follows: “Upon withdrawal Supplier shall immediately and at Supplier’s expense safely return to Customer all Customer property (including any Tooling, documentation, data, and Customer Intellectual Property) and any Customer information then in Supplier’s possession or under Supplier’s control. Supplier shall provide Customer with all information and documentation relevant to the use of Goods already delivered.”

27.2.13 Article 18 of the IGW GTC shall be read as follows: “Any notice shall be given by registered mail, courier, fax or by e-mail with qualified electronic signature (in Czech: zaručený elektronický podpis) to the address of the relevant Party as stated in the Order or to such other address as such Party may have furnished in writing to the other Party for such purposes. The recipient is required to confirm the delivery of message. Electronic read receipts may not under any circumstances be deemed as confirmation of notice. Electronic signatures may be also used.”

28. SPECIFIC PROVISIONS UNDER ROMANIAN LAW

For purchases made by IG Watteeuw Romania S.R.L., the following provisions will also apply:

28.1 Governing law and dispute settlement

For cross border dispute resolution matters whereby Customer and Supplier are registered in different countries, unless agreed otherwise in writing between the Parties, any dispute or difference arising out of or in connection with the respective Order, this IGW GTC and/or the relevant Contract, including any question regarding its existence, performance, validity or

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termination or the legal relationships established thereby, which cannot be settled amicably, shall be finally settled by the Court of International Commercial Arbitration attached to the Chamber of Commerce and Industry of Romania under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Bucharest, unless otherwise agreed in writing. The language of the proceedings and of the award shall be English. The decision of the arbitrators shall be final and binding upon both Parties, and neither Party shall seek recourse to an ordinary state court or any other authority to appeal for revisions of the decision.

28.2 Alterations from the common IGW GTC

If the Contract is to be governed by the Romanian Law in accordance with the provisions of Clause 20 above, paragraphs 2.1, 3.4 and 15.2.1 are to be read as follows:

2.1 Each Order form is to be countersigned by the Supplier. The Order will be considered as accepted by the Supplier the day the countersigned Order form reaches the Customer. Without prejudice to the foregoing sentence, the countersigned Order form or Supplier’s refusal of the unaltered Order shall reach the Customer within seven (7) calendar days from its receipt by Supplier, upon lapse of the seven (7) calendar days term Customer is entitled to consider the Order void.

3.4 Supplier shall submit invoices in an auditable form, complying with Supplier’s and Customer’s applicable local mandatory law, generally accepted accounting principles and the specific Customer requirements, containing the following minimum information: Supplier name, address and reference person including contact details (telephone, e-mail etc.); invoice date; invoice number; Order number (same as stated in the Order); Item number (same as stated in the Order); Customer name, address and reference person; quantity; specification of Goods supplied; price (total amount invoiced); currency; date of delivery; tax or VAT amount for both Supplier and Customer; tax or VAT number; payment terms.

15.2.1 If the Supplier (a) dissolves, liquidates and winds up its affairs; (b) commits an act of bankruptcy or is adjudicated bankrupt; (c) enters into liquidation, whether compulsory or voluntarily, other than for the purposes of an amalgamation or intragroup restructuring; (d) makes an arrangement with its creditors or petitions for an administration order; (e) has a receiver or manager appointed over all or any part of its assets; or (f) generally becomes unable to pay its debts in a timely manner;

29. SPECIFIC PROVISIONS UNDER THE US LAW

The following additional terms and conditions shall apply to purchases made by IG Watteeuw USA, LLC or purchases by any IG Watteeuw Affiliate from any supplier domiciled within the United States. Capitalized terms used but not defined in this Clause 29 shall have the meanings given in the IGW General Terms and Conditions of Purchase.

29.1 Security Interest in Tooling

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(i) Supplier grants to Customer a security interest in all Tooling. The Supplier will, at Customer’s request, execute and deliver to Customer a brief description of the collateral or such financing statements, amendments, and other necessary documents in order to establish and maintain a valid, attached, and perfected security interest in the Tooling within thirty (30) days of receipt of the Order, unless otherwise agreed to in writing by both Customer and Supplier. Supplier acknowledges that failure to do so constitutes a material breach of the Order. Supplier irrevocably authorizes Customer to file in any jurisdiction any initial financing statements and amendments as required by Article 9 of the Uniform Commercial Code or any equivalent federal, state, or local statute. Supplier agrees to furnish any such information needed to complete these filings to Customer promptly upon request. Supplier further ratifies and affirms its authorization for any financing statements and/or amendments, executed and filed by Customer in any jurisdiction prior to the date of the Order. (ii) In addition to the above, within thirty (30) days of receipt of the Order, Supplier will provide notice to its secured lenders of Customer’s interest in the Tooling. Supplier acknowledges that failure to do so constitutes a material breach of the Order. (iii) In the event of Supplier’s bankruptcy or Supplier defaults on any of its realty leases, Customer reserves the right to enter Supplier’s premises during normal business hours to remove such Tooling, materials, or equipment that Supplier uses solely to manufacture Goods for Customer. (iv) Supplier agrees to do such reasonable acts and things and deliver or cause to be delivered such other documents as Customer may deem necessary to establish and maintain a valid security interest in the Tooling referenced in this Clause 29.1 (free of all other liens and claims except permitted encumbrances) to secure the payment and performance of the Order and to defend title to such Tooling against any person(s) claiming any interest therein adverse to Customer. Customer will execute and file a financing statement in those public offices deemed necessary to protect the security interests of Customer herein granted. If permitted by law, Supplier agrees that a carbon, photographic, or other reproduction of a financing statement may be filed as a financing statement.

29.2 Not a Requirements Contract

Orders issued to Supplier shall not be considered a requirements contract for Customer unless so noted on the face of such Order. Any Order issued to Supplier may be terminated by Customer, without any liability of any kind or nature whatsoever from Customer to Supplier, at the convenience of Customer.

29.3 Compliance With Laws

In supplement, and not in replacement of, Clause 12 of the IGW GTC, Supplier represents, warrants, certifies, and covenants that:

(i) Supplier will comply with all applicable laws, rules, regulations, ordinances, or other requirements of any national, state, provincial, local, multi-national, or international body (collectively, the “**Laws**”) relating to the manufacture, sale, delivery, and use of the Goods, including, but not limited to, environmental, health, and safety laws and regulations, immigration laws, and those dealing with equal employment opportunity;

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- (ii) Supplier will take appropriate actions to provide a safe and healthy workplace, and to protect local environmental quality in all of its activities;
- (iii) each chemical substance constituting or contained in Goods transferred under the Order is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 USC §§2601 *et seq.*), as amended, and the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS) or equivalent lists in any other jurisdiction to which the Goods will likely be shipped;
- (iv) that each chemical substance constituting or contained in Goods sold or otherwise transferred to Customer is pre-registered if required, and registered if required, under Regulation (EC) No 1907/2006 ("**REACH**"), is not restricted under Annex XVII of REACH and if subject to authorization under REACH, is authorized for Customer's use;
- (v) Supplier shall notify Customer if it decides not to Preregister or Register substances that will be subject to Preregistration or Registration under REACH and are constituting or contained in Goods supplied to Customer at least twelve (12) months before their Preregistration or Registration deadline. Supplier will monitor the publication by the European Chemicals Agency of the list of substances meeting the criteria for Authorization under REACH (the "**candidate list**") and immediately notify Customer if any of the Goods supplied to Customer is manufactured by Supplier with or contains a substance officially proposed for listing on the candidate list. Supplier shall provide Customer with the name of the substance as well as with sufficient information to allow Customer to safely use the Goods or fulfill its own obligations under REACH;
- (vi) no Goods transferred under the Order (1) have been or will be produced utilizing slave, forced, indentured, or convict labor or utilizing the labor of persons in violation of the laws governing minimum working age (including as prohibited by International Labor Organization Conventions No. 138 and No. 182), minimum wage, hours of service, and overtime in the country of manufacture, pursuant to the California Transparency in Supply Chains Act of 2010 (SB 657); (2) contain arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), carbon tetrachloride, lead, cadmium, mercury, hexavalent chromium, polybrominated biphenyls (PBBs), polybrominated biphenyl ethers (PBDE), or any other hazardous substances the use of which is restricted under EU Directive 2002/95/EC (27 January 2003) (the "**RoHS Directive**"), or chemicals restricted under the Montreal Protocol on ozone-depleting substances or the law of the countries into which product is shipped, any substance listed on the candidate list of the REACH legislation (Regulation (EC) No 1907/2006) or restricted under Annex XVII of REACH unless expressly agreed otherwise by CUSTOMER in writing; or (3) contain any "conflict minerals", such as gold, columbite-tantalite (coltan), cassiterite, and wolframite (or their respective metal derivatives, gold, tantalum, tin, and tungsten) of which the source is determined to be located in the Democratic Republic of Congo or adjoining countries (Angola, Congo, Central Africa Republic, Sudan, Uganda, Rwanda, Burundi, Tanzania, and Zambia), or any other mineral or ore restricted under the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**");

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(vii) all Goods transferred under the Order are in compliance with the EU Directive 2002/96/EC on Waste Electrical and Electronic Equipment (the "**WEEE Directive**"), as amended;

(viii) with respect to any Goods transferred under the Order which are "electrical and electronic equipment" covered by the WEEE Directive as amended, Supplier agrees, at no additional costs to the Customer to: (a) assume responsibility for taking back those Goods in the future upon the request of Customer and treating or otherwise managing them in accordance with the requirements of the WEEE Directive and applicable national implementing legislation; and (b) take back as of the date of the Order the used Goods currently owned by Customer up to the number of new units being purchased by Customer, or arrange with a third-party to do so in accordance with all applicable requirements;

(ix) all wood packaging material, including, but not limited to, pallets, dunnage, crating, packing blocks, drums, cases, load boards, pallet collars, and skids are in compliance with the "Guidelines for Regulating Wood Packaging Materials in International Trade" (ISPM15) issued under the International Plant Protection Convention, the regulations of the U.S. Department of Agriculture's Animal Plant Health Inspection Service (APHIS), and any other applicable standards then in effect in the country where such material has been imported, or from which such material has been exported;

(x) to the extent that any Goods transferred under the Order contain hazardous materials, Supplier will provide all relevant information pursuant to Occupational Safety and Health Act (OSHA) regulations 29 CFR 1910.1200, as amended, if applicable, including a completed Material Safety Data Sheet (OSHA Form 20), REACH or EU Directive 67/548/EC, as amended, if applicable and any other applicable law, rule, or regulation, and mandated labeling information, or any similar requirements in any other jurisdictions to which Customer informs Supplier the Goods are likely to be shipped;

(xi) Supplier will not pay, promise to pay, or authorize the payment of any money or anything of value to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with the Order;

(xii) (1) Supplier will submit to Customer prior to and with each shipment, Material Safety Data Sheets prepared in accordance with the OSHA Hazardous Communication Standard, 29 CFR 1919.1200. (2) If requested by Customer, Supplier will promptly furnish to Customer in such form and detail as Customer may direct: (a) a list of all ingredients in the Goods purchased hereunder; (b) the amount of one or more of the ingredients; and (c) information concerning any changes in or additions to such ingredients. (3) Prior to and with the shipment of the Goods purchased hereunder, Supplier agrees to furnish to Customer sufficient warning and notice in writing (including appropriate labels on the Goods, containers, and packing) of any hazardous material which is an ingredient or a part of any of the Goods, together with such special handling instructions as may be necessary to advise carriers, Customer, and their respective employees of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the Goods, containers, and packing shipped to Customer. (4) Supplier will comply with all laws, orders, and

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regulations pertaining to the use, storage, and disposal of restricted toxic and hazardous materials.

(xiii) Supplier will comply with the Fair Labor Standards Act of June 30, 1938 (USC 201-209) as amended, the Occupational Safety and Health Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Immigration Reform and Controls Act, the Family and Medical Leave Act, 29 CFR part 471, appendix A to subpart A, pertaining to employee rights under federal labor laws, and any and all other federal, state, and local laws, statutes, ordinances, rules, regulations, codes, orders, and/or programs, including, but not limited to, identification and procurement of required permits, certificates, approvals, and inspections, labor and employment obligations, affirmative action, wage and hour laws, and any other laws which subsequently become applicable under the Order and the IGW GTC.

(xiv) The Order incorporates by reference: (1) all provisions of 41 C.F.R.60-1.4, as amended, pertaining to the equal opportunity clause in government contracts; (2) all provisions of 41 C.F.R.60-300.5(a), as amended, pertaining to affirmative action for veterans; (3) all provisions of 41 C. F. R. 60-741.5(a), as amended, pertaining to the affirmative action for individuals with disabilities; and (4) all provisions of the Equal Employment Opportunity Clause in Section 202, Paragraphs 1 through 7 of Executive Order 11246, as amended, pertaining to equal employment opportunity and the implementing Rules and Regulations of the Office of Federal Contract Compliance. Supplier and its subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a); this regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Supplier and its subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a); this regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Supplier certifies that it is in compliance with all applicable provisions of 41 C.F.R.60-1, including, but not limited to: (a) developing and presently having in full force and effect a written affirmative action compliance program for each of its establishments as required by 41 C.F.R. 60-1.40, as amended; (b) filing EEO-1 Reports as required by 41 C.F.R. 60-1.7, as amended; and (c) neither maintaining segregated facilities nor permitting its employees to perform services at segregated facilities as prohibited by 41 C.F.R. 60-1.8, as amended. Customer requests that Supplier adopt and implement a policy to extend employment opportunities to qualified applicants and employees on an equal basis regardless of an individual's age, race, color, sex, religion, national origin, disability, or any other legally protected characteristic.

(xv) Supplier and its affiliates will comply with all provisions of Executive Order No. 13645 pertaining to, among other things, the sale of goods and services to the automotive industry of Iran; and

(xvi) Supplier has established an effective program to ensure that any suppliers it utilizes to provide any goods or services that will be incorporated into Goods or services supplied under the Order will be in conformance with the requirements of this Clause 29.3(i) to (xv) above. From

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time to time, at Customer’s request, Supplier shall provide certificates to Customer relating to compliance with any applicable legal requirements, including those listed in this Clause 29.3.

29.4 Importer Security Filing

To comply with Importer Security Filing (“**ISF**”) Requirements for ocean shipments to the United States, the following data elements shall be sent via electronic mail to Customer a minimum of three (3) business days prior to cargo lading: Automated Manifest System (“**AMS**”) bill of lading number (lowest level), vessel name, voyage number, cargo lading date, Supplier name and address, Customer’s name and address, Importer of Record Number, Consignee number, Manufacturer (Supplier) name and address, Ship-to name and address, Container Stuffing location name and address, Consolidator (Stuffer) name and address, and Country of origin, Harmonized Tariff Number, and Customer part number of each invoice line item. The ISF pre-alert shall also include invoice(s) for the shipment.

29.5 C-TPAT

Supplier will ensure adherence to the security criteria of the Customs-Trade Partnership Against Terrorism (“**C-TPAT**”) program of the United States Customs & Border Protection, including, but not limited to, business partner selection, container and trailer security, physical access controls, personnel security, procedural security, physical security, information technology security, and security training and threat awareness unless otherwise prohibited by law. Supplier will provide a security questionnaire, access to facilities, and/or other written verification of adherence to these criteria upon request, including those of sub-tier suppliers or service providers chosen by the Supplier in provision of the Goods. Supplier will notify Customer immediately of any breach of security in the supply chain. Supplier acknowledges failure to respond to requests in this Clause 29 and/or subsequent corrective actions will be reasonable grounds for termination of the Order in accordance with Clause 15.

29.6 Limitation of Remedies/Time for Action

The remedies set forth in the IGW GTC are the sole and exclusive remedies for Supplier. Customer will not be liable for any claims of any kind greater in amount than the purchase price of the Goods from which the claims are made. **In no event will Customer be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, and Supplier expressly waives all claims for such damages.** Any proceeding by Supplier for breach of the IGW GTC may not be filed or maintained unless (i) it is commenced within one (1) year after the cause has accrued; and (ii) Supplier has paid in full all amounts or credits owing to Customer prior to filing such proceeding.

29.7 Governing Law

The Order, the IGW GTC, and any claim, controversy, or dispute arising under or related to the Order or the IGW GTC, the relationship of the parties, or the interpretation and enforcement of the rights and duties of the parties will be governed by the laws of the State of Ohio without regard to any conflicts of law principles. The application of the United Nations Convention for

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International Sale of Goods dated April 11th 1980 (as may be amended), is hereby expressly excluded.

29.8 Arbitration

If a dispute arises out of or relates to any Order or the IGW GTC (other than requests for injunctive relief), or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. Any dispute arising under or related to any Order or the IGW GTC (other than requests for injunctive relief) that cannot be resolved by such mediation will be resolved by binding arbitration in Detroit, Michigan, conducted in the English language using a single arbitrator selected by the parties. The United States Federal Arbitration Act will govern and the arbitration will be conducted under the expedited procedures of the commercial arbitration rules of the American Arbitration Association (AAA), except as modified by this provision. If the parties cannot agree on an arbitrator within thirty (30) days of either party's written notice to arbitrate, each party will select a person from the AAA-approved commercial arbitrator list and those two people will jointly select a third person from such list who will conduct the arbitration as the sole arbitrator. The potential arbitrator must have experience in dispute resolution involving the railroad industry. It is the intent of Customer and Supplier (and Customer and Supplier will use reasonable best efforts to ensure) that arbitration proceedings will be concluded, and the arbitrator will render his/her decision, within twenty (20) business days following the date on which the arbitrator is appointed, and the arbitrator will agree to comply with this schedule before accepting the appointment. The arbitrator may extend such twenty (20) business day period for an additional period for good cause, as determined in the arbitrator's discretion, provided that the arbitrator's decision shall be rendered within no more than ninety (90) business days following the date on which the arbitrator is appointed. Failure to adhere to these time limits will not constitute a basis for challenging the decision of the arbitrator. The arbitrator's decision will be final and binding on the parties. The arbitrator will issue written findings of fact and conclusions of law, and may award attorneys' fees and costs to the substantially prevailing party. In no event will any party be awarded punitive or exemplary damages. The award of the arbitrator will be enforceable in any court of competent jurisdiction, provided that either party may appeal to courts of competent jurisdiction sitting in Columbus, Ohio, for correction of any clear error of law by the arbitrator; *provided, however*, that the appealing party must first post an appropriate bond and that the prevailing party in any such action will be entitled to its attorneys' fees and costs.

Subject to applicable law, the parties (including their affiliates, employees, agents, experts, and consultants), the arbitrators, and the AAA will maintain the confidentiality of all aspects of the arbitration, including all documents, communications, proceedings, and awards provided, produced, or exchanged therein, unless the parties otherwise agree or as necessary to enforce an award. In no circumstance will any aspect of the arbitration be disclosed without providing prior written notice to all parties and affording such parties a reasonable opportunity to protect their interests, except that the parties may disclose aspects of the arbitration (i) to the extent compelled by law, rule or regulation or legal or administrative process or proceeding; and (ii) to their employees, directors, officers, agents, representatives, accountants, and attorneys on a

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need-to-know basis provided such other persons are informed by the parties of the confidential nature of such information.

Nothing contained in this Clause 29.8 will be construed to limit or preclude a party from seeking injunctive relief in any court of competent jurisdiction; provided however, that the ultimate merits of the dispute are intended to be resolved through arbitration as provided above. Any request for injunctive relief may be brought by Customer in any court(s) having jurisdiction over Supplier or, at Customer's option, in the applicable court closest to the place from which the Order was issued by Customer, in which event Supplier consents to the jurisdiction of such court. Any request for injunctive relief against Customer may be brought by Supplier only in the court(s) of competent jurisdiction sitting in Columbus, Ohio. Notwithstanding anything contained in the Order or the IGW GTC to the contrary, Customer shall not be precluded from immediately filing litigation seeking an ex parte restraining order and/or preliminary injunctive relief if Customer's or its customer's production is threatened or actually disrupted or Supplier is unable to deliver the Goods in the quantities, the quality or at the time required by the Order. During such time as the rights or obligations of a party are subject to the dispute resolution process set forth in this Clause 29.8, Supplier will continue to perform, and Supplier may not assert such dispute as excusing the Supplier's obligations under the Order. Without limiting the generality of the preceding sentence, Supplier shall not be permitted to terminate any Order based on an alleged breach of the Order prior to completion of the resolution process set forth in this Clause 29.8.

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