

Valeo Siemens eAutomotive Germany GmbH (“VSeA”)

GENERAL CONDITIONS OF PURCHASE/一般采购条款

1. General / Scope of Application

1.1 These General Conditions of Purchase (hereinafter called the “Conditions”) apply exclusively to all purchases. General business terms and conditions of the supplier conflicting with or deviating from, contradicting and/or supplementing these Conditions shall be excluded and may only be recognized if and to the extent that VSeA expressly agrees to them in writing. Acceptance or payment of goods, materials, parts, equipment, works and services from the supplier (hereinafter called “Supplies”) does not constitute agreement or acknowledgement even if the acceptance or payment is made with knowledge of conflicting or supplementary terms and conditions of the supplier.

1.2 These Conditions are applicable to and binding for business transactions with companies and entrepreneurs within the meaning of Chapter 3 General Principles of the Civil Law of the People's Republic of China (GPCL)

2. Formation of Contract

2.1 All orders, contracts and supplements or modifications thereto shall be made and placed in writing. Oral agreements of any nature whatsoever must be explicitly confirmed by VSeA in writing in order to become effective and valid.

2.2 The written form requirement is deemed to be complied with if communications are made by telefax, electronic data transmission (e.g. EDI) or SAP purchase order as pdf document provided by email.

2.3 All Supplies must be the subject of a purchase order issued by VSeA (hereinafter called the “Order”). The Orders incorporates by reference not only their content but also these Conditions, the Technical/Functional Specifications and documents that contain other agreed contractual provisions. In case of deviations between these Conditions and the terms of the Order the latter shall prevail and have priority.

2.4 The Supplier shall confirm the Order in writing within five (5) working days. If no rejection or confirmation is received at VSeA, the Order shall be deemed to be accepted. In such case VSeA at its sole discretion shall be entitled to cancel the Order.

2.5 Any Order the receipt of which is not acknowledged but performed by the Supplier, in full or in part, shall be considered accepted by the Supplier.

2.6 Any alteration, amendment or addition to the Order shall only become valid and effective if and to the extent that VSeA explicitly accepts and acknowledges it in writing.

1. 概述/应用范围

1.1 此一般采购条款（下文称为“条款”）仅适用于所有采购行为。与此等条款相冲突或者偏离，相抵触和/或构成其补充条款的供应商一般业务条款和条件应被排除且只有在 VSeA 书面接受时才能获得认可。供应商货物、材料、部件、设备、作品和服务（下文称为“供应品”）的验收或费用支付并不构成接受或确认供应品，即使验收或费用支付是在知悉供应商冲突或补充条款和条件的情况下作出的。

1.2 此条款适用于并约束在《中华人民共和国民法通则》(GPCL) 第 3 章含义内开展的与公司和企业家的业务交易。

2. 合同的订立

2.1 所有订单、合同及其补充或修改都应以书面形式作出和下达。任何性质的口头协议必须经 VSeA 明确书面确认后生效。

2.2 如果沟通的方式为传真、电子数据传输（如 EDI）或以电子邮件传送 pdf 格式的 SAP 订单，则视为遵守书面形式要求。

2.3 所有供应品必须是 VSeA 发出的采购订单（下文称为“订单”）的标的。订单除自身内容外还通过引用方式结合此等条款、技术/功能规范以及包含其他约定合同规定的文件。如果此等条款与订单条款之间存在差异，以后者为准。

2.4 供应商应在五 (5) 个工作日内书面确认订单。如果 VSeA 未收到拒绝或确认，视为供应商接受订单。在此情形下，VSeA 有权自行决定取消订单。

2.5 供应商未确认收到但实际已收到的任何订单应视为被供应商全部或部分接受。

2.6 对订单的任何更改、修正或补充只有在 VSeA 书面接受和确认后应具备效力。

2.7 The quantities of Supplies specified in an open Order or delivery forecast are merely indicative and shall not constitute a firm commitment by VSeA to purchase Supplies. Delivery instructions/schedules issued by VSeA will include fixed volumes and binding dates of delivery for the Supplies.

3. Delivery

3.1 All delivery dates and periods specified in the Order shall be binding for the Supplier. Time is of the essence.

The Supplier shall not be entitled to make early deliveries without VSeA's explicit prior permission in writing. Punctual compliance with the delivery date or period is determined by the date of receipt of the Supplies by VSeA. Deliveries shall be according to DDP/DAP (Incoterms 2010).

3.2 The Supplier shall pack the Supplies for transport and storage in such way that the delivery of the Supplies in proper condition is ensured and made in accordance with current Automotive standards, e.g. VDA or similar. The Logistics Protocol, Packaging Specification and other documents referred to in the Order shall apply.

3.3 The Supplier shall not be entitled to make partial deliveries without VSeA'S express prior permission in writing.

3.4 If the Supplier anticipates difficulties, impediments or delays with respect to production, transport or delivery in compliance with the delivery time or period or similar circumstances that may interfere with the Supplier's ability to deliver punctually or to deliver the agreed quality, the Supplier shall immediately and without undue delay notify VSeA in writing.

3.5 The unconditional acceptance of a delayed delivery of Supplies does not constitute a waiver of claims to which VSeA is entitled due to the delayed delivery; likewise, full or partial payment does not constitute an acknowledgment or acceptance that the corresponding delivery of Supplies was made in accordance with the Order, with these Conditions or otherwise.

3.6 Each and every packaging unit down to the smallest packaging unit must be labeled according VDA 6.3 standard, unless otherwise agreed.

3.7 Each delivery shall include a packing note or delivery note with details of the contents as well as the complete Order number. Notice of dispatch shall be provided immediately with the same information.

3.8 In case of deviations between Order and delivery documents in terms of quantity and product the results documented by VSeA shall apply.

3.9 VSeA reserves the right to refuse or reject, by any appropriate means of communication, some or all of the Supplies delivered. Failure to issue any such reservation or complaint upon acceptance of the delivery shall not constitute final acceptance or the delivered Supplies nor a waiver of claims to which VSeA is entitled.

2.7 未结订单或交付预测中所述的供应品数量仅为指示性数量，不应构成 VSeA 采购供应品的确切承诺。VSeA 发出的交付说明/安排包括供应品交付的固定数量和有约束力的日期。

3. 交付

3.1 订单中规定的所有交付日期和期限应对供应商具有约束力。时间因素是订单要点。

未经 VSeA 事先明确书面允许，供应商无权提前交付。是否遵守交付日期或期限根据 VSeA 收到供应品的日期确定。交付方式应为 DDP/DAP（《2010 年国际贸易术语解释通则》）。

3.2 供应商应在运输和存储供应品过程中对其进行包装，确保根据 VDA 等现行汽车标准完好交付供应品。物流协议、包装规格和订单中提及的其他文件适用。

3.3 未经 VSeA 事先明确书面允许，供应商无权进行供应品的部分交付。

3.4 如果供应商预计按照交付时间或期限进行生产、运输或交付会有困难、阻碍或延误，或者存在类似情形，可能影响供应商准时交付或按约定质量交付的能力，供应商应立即书面告知 VSeA，不得无故延误。

3.5 无条件接受延迟交付的供应品不构成 VSeA 放弃因延迟交付而提出索赔的权利；同样，支付全部或部分费用不构成确认或接受已经依据订单、此等条款或其他规定对供应品进行交付。

3.6 除另有约定外，下至最小包装单位，每个包装单位都必须根据 VDA 6.3 标准添加标签。

3.7 每次交付时，都应包含附带详细内容以及完整订单号的装箱单或交货单。并应立即提供含相同信息的派送通知。

3.8 如果订单与交付文档之间存在数量和产品上的差异，以 VSeA 记录的结果为准。

3.9 VSeA 保留通过任何适当沟通方式，拒绝或接受交付的部分或全部供应品的权利。接收交付的供应品之后未能提出此等保留或投诉，不应构成交付供应品的最终验收，也不构成 VSeA 放弃提出索赔的权利。

3.10 Unless otherwise stated in the supplementary Conditions of Purchase for Software VSeA shall be entitled to receive, together with the delivery of the Supplies, the rights of use, unrestricted in terms of time and territory, the software which is part of the scope of the Supplies. Our permissible right of use includes, in particular, duplication, loading and running the software. It also encompasses sublicensing, renting and every other form of passing the software on to Affiliated Enterprises of VSeA. Affiliate Enterprises means any person controlling controlled by, or under common control with, that party. A person shall be deemed to "control" another person if the former, directly or indirectly, has the power of directing or causing others to direct the management and policy of the latter.

3.11 Unless otherwise stated in the Supplementary Conditions of Purchase for Software VSeA shall also be entitled to use such software, including the software documentation, with the agreed performance characteristics and to the extent necessary for the VSeA of the Supplies in accordance with the Order or agreement. VSeA also has the right to make a reasonable number of backup copies.

4. Force Majeure

Force majeure event shall mean the occurrence of an event or condition that is beyond a party's reasonable control and which cannot reasonably be foreseen including natural disasters or catastrophic events such as epidemics, nuclear accidents, fire, flood, typhoons or earthquakes, war, riots, sabotage or revolutions, but not strikes, labor disputes or lockouts of the Supplier's or its subcontractor's personnel. A force majeure event shall discharge the affected party from its obligations for the duration of such event for a maximum period of six (6) weeks. After such maximum period VSeA shall be entitled - notwithstanding other rights - to withdraw from the contract or cancel the Order in whole or in part, provided that VSeA's requirements are considerably reduced as the Supplies have to be procured elsewhere as a result thereof.

5. Invoices

The details of the invoice shall comply with the details of the VSeA Order. The Supplier shall issue and send an invoice showing the invoice number, quantities, part and other references to the postal mailing/electronic or SAP address stated in the Order; the invoice must not be enclosed with any shipments.

6. Payment Terms / Pricing

6.1 The prices stated in the Order are binding. Unless otherwise agreed in writing the prices are DDP/DAP (Incoterms 2010) and do not include value added tax (VAT) where applicable, any applicable import charges as well as costs and charges of packaging.

6.2 Unless otherwise agreed in writing, payment of invoices shall become due and payable no later than sixty (60) days net from the date of both receipt of the invoice and proper and correct delivery of the Supplies. VSeA may set off or withhold any payments

to a reasonable extent on account of any defective Supplies or performance. In such a case, VSeA shall notify the Supplier of the set off in advance.

3.10 除软件采购补充条款中另有规定外, VSeA 应有权随交付的供应品一起获得供应品范围内软件的使用权, 并且此等权利不受时间和地域限制。我们的许可使用权尤其包括软件的复制、安装和运行。还包括将软件再许可、出租和以任何其他形式转移给 VSeA 的关联企业。关联企业,是指控制该一方、受该一方控制或者与该一方同受控制的任何人, 但不包括合资企业。若一人直接或间接有权指导或者让他人指导另一人的管理和政策, 则视为前者控制后者

3.11 除软件采购补充条款中另有规定外, VSeA 还应有权根据订单或协议规定, 在 VSeA 所需的范围内使用具有约定性能的软件, 包括软件文档。VSeA 也有权制作合理数量的备份副本。

4. 不可抗力

不可抗力事件应指发生一方合理控制之外并且不可合理预见的事件或情况, 包括自然灾害或灾难事件, 如流行病、核事故、火灾、洪灾、台风或地震、战争、暴乱、破坏活动或革命, 但不包括供应商或其分包商人员的罢工、劳动争议或停工。发生不可抗力事件时, 应免除受影响一方在此等事件期间的义务, 但最长为六 (6) 周。在最长期限之后, 如果在此原因下而必须在其他位置生产供应品进而导致 VSeA 的要求严重降低, 除其他权利外, VSeA 也应有权全部或部分撤回合同或取消订单。

5. 发票

发票的详细信息应与 VSeA 订单的详细信息一致。供应商应出具和寄送发票, 发票上应包括发票号、数量、部件和其他引用信息, 发票应寄送到订单中指定的 SAP 地址, 发票不得随任何货物一同发送。

6. 付款条款/定价

6.1 订单中所述的价格具有约束力。除另有书面约定外, 价格为 DDP/DAP 价格 (《2010 年国际贸易术语解释通则》), 不包括适用的增值税 (VAT)、任何适用的进口费用以及包装成本和费用。

6.2 除另有书面约定外, 应在收到发票并恰当、正确交付供应品之日起最迟六十 (60) 天支付发票。如果出现任何有瑕疵的供应品或性能, VSeA 可合理

抵销或扣留任何付款。在此情形下, VSeA 应提前告知供应商抵销事宜。

6.3 In the event of default of payment the statutory provisions shall apply provided that VSeA shall only be liable for default interest rate is 3% (three percent).

6.4 VSeA is entitled to exercise its statutory rights of set-off and rights of retention as well as the defense of non-performance.

6.5 The Supplier's right to set-off and retention shall be excluded unless the respective claim is undisputed or has been finally confirmed by a court order or verdict.

7. Transfer of Risk, Title and Ownership

7.1 The Supplier shall bear all risks of loss of or damage to the Supplies as per the applicable Incoterm.

7.2 Transfer of title and ownership shall occur upon delivery to VSeA as per the point of delivery defined in the applicable Incoterm.

7.3 Title to tooling, moulds, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials and equipment (hereinafter called the "Equipment") ordered by VSeA which shall remain in the Supplier's possession in order to produce the Supplies for VSeA or in possession of an approved sub-supplier shall be transferred upon payment of 80% (eighty percent) of the purchase price for the Equipment. Equipment kept in the possession and custody of the Supplier or any of its sub-suppliers shall be labeled as VSeA's property at all times with a permanent label stating "Property of VSeA; No attachment or seizure allowed". VSeA has the right to transfer this ownership at its sole discretion to third parties.

7.4 If the Supplier reserves ownership in the delivered Supplies such reservation shall only apply to the extent that it relates to VSeA's payment obligations for the respective Supplies. In particular, VSeA does not acknowledge any extended or expanded reservation of ownership, which shall be excluded.

8. Place of Performance

The place of performance is the place to which the Supplies are to be delivered in accordance with the Order or where the service is to be rendered in accordance with the Order.

9. Delay

9.1 In the event that the Supplier fails to deliver the Supplies at the date stated in the Order, notwithstanding any other rights VSeA may have, if the Supplier cannot prove that it is not responsible for the delay VSeA is entitled to claim damages caused by the delay.

6.3 如果费用迟延支付, VSeA 应仅负责 按照 3% (百分之三) 支付拖欠利息。

6.4 VSeA 有权执行法定抵销权利和保留权利以及抵制违约行为的权利。

6.5 除各项索赔没有争议或由法院命令或判决书最终确认的情况外, 供应商的抵销和保留权利不适用。

7. 风险、产权和所有权转移

7.1 供应商应根据适用《国际贸易术语解释通则》承担供应品损失或损害的所有风险。

7.2 应在根据适用《国际贸易术语解释通则》中规定的交货点向 VSeA 交付供应品之后才转移产权和所有权。

7.3 为替 VSeA 生产供应品之目的而由供应商占有或由批准的次级供应商占有的由 VSeA 订购的工具、模具、式样、样本、模型、外形、图纸、标准规格表、打印模板和材料以及设备(下文称为“设备”)的产权应在支付设备采购价格的 80% (百分之八十) 后转移。由供应商或其任何次级供应商占有和保管的设备应始终标记为 VSeA 的财产, 并加上“VSeA 的财产; 不允许扣押或没收”的标签。VSeA 有权自行决定将此等所有权转移给第三方。

7.4 如果供应商保留交付的供应品的所有权, 那么只有在此等权利保留涉及 VSeA 关于各项供应品的支付义务时才适用。特别地, VSeA 不承认不适用的延长或扩展的所有权保留。

8. 履行地点

履行地点为根据订单交付供应品的地点或根据订单提供服务的地点。

9. 延迟

9.1 尽管 VSeA 有任何其他权利, 如果供应商未能在订单中所述的日期交付供应品并且不能证明其对延迟交付没有责任, 那么 VSeA 有权索要因延迟引起的赔偿金额。

9.2 The penalty set forth in section 9.1 may be claimed by VSeA irrespective of whether a reservation of rights is made at the time of acceptance of delivery, services or rectification, provided that the reservation is made by VSeA until the date of final payment.

9.3 In the event of delay, the Supplier shall compensate the VSeA for any damage arising from the delay. If VSeA does not desire the performance because of the delay, VSeA may, by refusing the performance, demand compensation for non-performance.

9.4 The Supplier shall be obliged to notify VSeA immediately and without undue delay in writing as soon as any circumstance occurs or as soon as any circumstance becomes recognizable that could affect timely delivery of the Supplies.

10. Liability for Defects

10.1 The Supplier warrant that the product is free of defects for a period of [] years upon delivery. The Supplier shall be obliged to bear the costs of all expenses arising out of or in connections with the liability for defects according to the statutory provisions. The period of liability is extended by the time the Supplies or services cannot be used correctly as intended. Other statutory claims available to VSeA shall remain unaffected.

10.2 VSeA has the right to select the type and nature of supplementary performance. The Supplier may refuse the type of supplementary performance, which VSeA selected, provided that such performance is only possible at disproportionate expense.

10.3 In the event that the Supplier fails to commence rectifying the defect immediately after VSeA's request to remedy it or fails to remedy it within reasonable time, in urgent cases, especially to prevent danger or to prevent greater damage, VSeA is entitled to undertake such rectification by itself or to have it undertaken by a third party at Supplier's expense.

10.4 In case of defects in title, the Supplier shall also hold VSeA harmless from any third party claims possibly existing, unless the Supplier is not accountable for the defect in title.

10.5 The limitation period for claims based on defects is two (2) year - except in cases of fraudulent misrepresentation - unless longer periods are provided for by law or agreed between VSeA and Supplier. The limitation period commences at the time when the Supplies are delivered (as per the applicable Incoterm).

10.6 If the Supplier performs its obligation to effect supplementary performance by supplying a substitute product or part, statute of limitations of the goods delivered in substitution shall start to run anew after delivery thereof.

10.7 Should VSeA incur expenses as a result of the defective delivery of Supplies, in particular transport, carriage, sorting, labor costs, assembly and disassembly costs, costs of material or costs incoming goods inspection, such costs shall be borne by the Supplier.

10.8 The Supplier shall be liable for the breach or fault of its subcontractors and sub-suppliers as it is for its own fault.

9.2 无论是否在验收交付的供应品、服务或纠正后的供应品时做出权利保留，VSeA 都可索要第 9.1 节中规定的罚款，但是 VSeA 应在最终付款日期之前做出权利保留。

9.3 发生延迟时，供应商应当向 VSeA 赔偿因该延迟对 VSeA 造成的任何损失。如果 VSeA 不希望继续履行该延迟，VSeA 可拒绝供应商履行义务并要供应商进行不履行义务之赔偿。

9.4 一旦发生或意识到可能影响及时交付供应品的情形，供应商有义务立即告知 VSeA，不得无故延误。

10. 瑕疵责任

10.1 供应商担保产品在【】期间内无瑕疵。供应商有义务根据法定规定承担因瑕疵责任产生的或与之相关的所有费用。责任期限将延长到不能按预期用途正确使用供应品或服务的时间。VSeA 的其他法定索赔不受影响。

10.2 VSeA 有权选择增补履约的类型和性质。供应商可拒绝 VSeA 选择的增补履约，但前提是执行此等履约的费用不成比例。

10.3 如果供应商未能在 VSeA 要求纠正瑕疵后立即进行改正或者未能在合理时间内进行纠正，在紧急情况下，尤其是防止危险或防止造成更大的损害的情况下，VSeA 有权自行进行改正或让第三方进行改正，费用由供应商承担。

10.4 另外，如果存在权利瑕疵，除供应商不对权利瑕疵负责的情况外，供应商应使 VSeA 免受任何可能存在的第三方索赔的损害。

10.5 除存在欺诈性误述或者法律规定或 VSeA 与供应商之间约定更长期限外，基于瑕疵的索赔时效期限为两 (2) 年。时效期限自 (根据《国际贸易术语解释通则》) 交付供应品时开始。

10.6 如果供应商通过提供替代产品或部件来履行有效增补履约的义务，那么替代交付货物的诉讼时效自交付替代产品或部件之后重新开始计算。

10.7 VSeA 因为交付的瑕疵供应品而产生的费用，尤其是运输、运送、分拣和人力成本，组装和拆卸成本，材料成本或进货检验成本，应由供应商承担。

10.8 供应商应对其分包商和次级供应商的违约行为或过错负责，因为这都是源自供应商自己的过错。

10.9 Upon receipt of VSeA's written notification of a defect the statutory limitation period of warranty claims is suspended until the Supplier (i) finally rejects the claims, (ii) notifies VSeA that the defect has been remedied, or (iii) refuses to continue the negotiations regarding VSeA's claims.

11. Epidemic Failure

In case of an epidemic failure (frequency of errors significantly above the error frequency rate specified or to be expected normally), VSeA shall be entitled to demand that all Supply items in the series concerned be replaced free-of-charge, regardless of whether the defect has already become apparent or not with regard to an individual item of that series. In addition, the Supplier shall compensate VSeA for any additional costs and expenses that it may have incurred as a result of the epidemic failure (such as, but not limited to, the costs and expenses for inspections of incoming goods, logistics, etc.). Other claims available to VSeA shall remain unaffected.

12. Notification of Defects

12.1 An examination of the Supplies will be conducted by VSeA upon delivery only to establish whether there is any obvious damage, in particular transport damage and discrepancies in terms of the identity of quantity of the delivered Supplies, as labeled by the Supplier, except as otherwise agreed with the Supplier in writing in a Quality Assurance Agreement.

12.2 VSeA will give notice of any defects found without undue delay after discovery.

12.3 To this extent the Supplier agrees and acknowledges to waive the objection of late or delayed notification of defects.

13. Product Liability / Recall / Field Actions

13.1 In the event a product liability claim or action is asserted against VSeA by a third party the Supplier shall indemnify VSeA and hold VSeA harmless from such third party claims and actions if and to the extent the damage was caused by a defect in the product, part, material or Supplies delivered by the Supplier. In cases of liability based on fault this only applies, however, if the Supplier is at fault. Insofar as the fault is relevant for any claim made against the Supplier and the cause of the damage falls within the area of responsibility of the Supplier, the Supplier must prove that it is not at fault.

13.2 In the context of and based on the conditions of section 13.1 the Supplier is also obliged to reimburse those expenses incurred from or out of or in connection with a recall, field action or other service action or defect-removing or preventative measure taken and conducted by VSeA at our discretion or any of our customers.

13.3 In the cases of sections 13.1 and 13.2 above the Supplier shall assume all costs and expenses including costs of any legal action including reasonable attorney fees to the extent that the recall, action or other measure is to the result of a defect in a product, part, material or Supply delivered by the Supplier.

10.9 在收到 VSeA 的书面瑕疵通知后, 应推迟保证期索赔的法定时效期限, 直到供应商 (i) 最终拒绝索赔, (ii) 向 VSeA 告知已经纠正瑕疵, 或者 (iii) 拒绝继续开展与 VSeA 索赔相关的协商。

11. 重大故障

如果出现重大故障 (错误频率大大高于正常规定的或正常预期的错误频率), VSeA 有权要求免费替换涉及系列的所有供应品, 无论该系列单件商品的瑕疵是否已经显现。此外, 供应商应向 VSeA 报销 VSeA 因为重大故障已经支出的任何其他成本和费用 (包括但不限于进货检验、物流等项目的成本和费用)。VSeA 的其他索赔应不受影响。

12. 瑕疵通知

12.1 除《质量保证协议》中与供应商另有书面约定外, VSeA 应在交付后按照供应商的标签检查供应品, 其唯一目的是确定是否有任何明显损害, 尤其是运输损害和已交付供应品数量标识方面的误差。

12.2 VSeA 在发现瑕疵之后将立即告知, 不得无故延误。

12.3 就这一点而言, 供应商同意并确认放弃反对迟到或延迟的瑕疵通知。

13. 产品责任/召回/现场操作

13.1 如果第三方向 VSeA 主张产品责任索赔或诉讼, 并且损害是因为供应商提供之产品、部件、材料或供应品的瑕疵产生, 那么供应商应就此等第三方索赔和诉讼向 VSeA 作出赔偿, 使 VSeA 免受损害。但对于过错的责任, 只有在供应商存在过错时才适用。只要该过错与针对供应商作出的索赔事项有关且损害的起因在供应商的责任范围内, 供应商必须证明其不存在过错。

13.2 在第 13.1 节的条件下, 供应商还有义务报销因召回、现场操作或其他服务操作或清除瑕疵行动或 VSeA 自行决定或我们任何客户采取或开展的预防措施产生的或与之相关的费用。

13.3 在上述第 13.1 节和第 13.2 节的情形下, 只要召回、操作或其他措施是因为供应商交付之产品、部件、材料或供应品的瑕疵产生的, 供应商承担所有成本和费用, 包括任何法律诉讼成本, 包括合理的律师费。

13.4 In all other respects the provisions of statute shall apply.

13.5 Prior to any action or measure which is partially or wholly due to a defect in a Supply delivered by the Supplier VSeA will notify the Supplier and give the Supplier the opportunity to collaborate and discuss with VSeA the efficient conduct of such action or measure, unless a notification of or collaboration by the Supplier is not feasible or possible on account of the particular urgency.

14. Third Party Rights

14.1 The Supplier guarantees that its Supplies are free from any third party intellectual or industrial property rights which conflict with the intended use of the Supplies by VSeA and that no further licenses, approvals, consent or payments are required in association with the intellectual or industrial property rights of third parties so that VSeA can use the contractual Supplies as stipulated in the contract or in the relevant Order. The Supplier is obliged to verify the title to and inform VSeA of any possible conflicting industrial and intellectual property rights regarding the Supplies.

14.2 On first written request, the Supplier shall fully indemnify VSeA and hold VSeA harmless from and against any and all legal actions, demands, costs, charges, losses, expenses and claims of third parties suffered by VSeA arising out of or relating to an actual or potential infringement of industrial or intellectual property rights of a third party. Such obligation includes necessary expenses in connections with handling and defending a third party claims (including reasonable attorney fees). VSeA will inform the Supplier without undue delay following it becoming aware of such a claim.

15. Right of Withdrawal / Termination

15.1 In addition to the statutory rights of rescission VSeA has the right to withdraw from contract or the Order if there is or threatens to be a fundamental deterioration in the financial circumstances of the Supplier and as a result of this deterioration the performance of a supply obligation to VSeA is at risk.

15.2 VSeA furthermore has the right to withdraw from the contract or the Order if:

- i. The Supplier meets the criteria or becomes insolvent, is declared bankrupt, or becomes the subject of a bankruptcy, dissolution or liquidation proceeding
- ii. The Supplier stops making its payments,
- iii. If an application is filed by the Supplier with respect to the assets or operation of the Supplier for the opening of insolvency proceedings or of comparable debt settlement proceedings or
- iv. If the opening of insolvency proceedings with respect to the assets of the Supplier is rejected due to insufficient funds.

13.4 在所有其他方面，适用成文法的规定。

13.5 在完全或部分因为供应商交付之供应品的瑕疵而采取任何操作或措施之前，VSeA 将告知供应商，给予供应商与 VSeA 配合和讨论高效开展此等操作或措施的机会，但应排除因为存在特定紧急情况，供应商的通知或配合不可行或不可能的情况。

14. 第三方权利

14.1 供应商保证，其供应品不含与 VSeA 对供应品的预期使用相冲突的任何第三方知识产权或工业产权，并且不需要与第三方知识产权或工业产权相关的其他许可、批准、同意或费用，因此 VSeA 可按合同或相关订单的规定使用合同供应品。供应商有义务验证与供应品相关的任何可能冲突的工业产权和知识产权，并告知 VSeA。

14.2 如果 VSeA 遭受因实际或可能侵犯第三方工业产权或知识产权的行为产生的或与之相关的任何第三方法律诉讼、要求、成本、收费、损失、费用和索赔，供应商应一经书面要求，向 VSeA 作出赔偿，使其免受损害。此等义务包括与第三方索赔之处理和抗辩相关的必需费用（包括合理的律师费）。VSeA 在得知此等索赔后立即告知供应商，不得无故延误。

15. 撤回/终止权

15.1 除法定撤销权外，如果供应商的财务状况已经或可能出现严重恶化，并且因为此等恶化，向 VSeA 履行供应义务存在风险，那么 VSeA 有权撤回合同或订单。

15.2 此外，VSeA 有权在下列条件下撤回合同或订单：

- i. 供应商满足或已经资不抵债、破产、宣告破产或成为破产、解散或清算程序的主体
- ii. 供应商停止支付费用，
- iii. 供应商就其资产或运营提交启动资不抵债程序或类似债务清算程序的申请，或者
- iv. 因为资金不足，就供应商的资产启动资不抵债程序的申请被拒绝。

15.3 If there is a contract or Order for performance of a recurring obligation, sections 15.1 and 15.2 shall apply by analogy provided that the right of withdrawal shall be replaced by an extraordinary right to terminate the contract or the Order without notice.

15.4 If the Supplier rendered partial performance VSeA may cancel the whole contract or Order if VSeA has no interest in its partial performance.

15.5 If VSeA withdraws from or terminates the contract or the Order based on any of the aforesaid provisions, the Supplier shall indemnify and hold harmless VSeA for the loss or damage incurred as a result of this unless the Supplier is not responsible for the circumstances which triggered the cancellation or termination.

15.6 Statutory rights and claims shall not be limited by the provisions set forth hereinabove.

16. Subcontracting / Assignment

16.1 Assignment of any claim by the Supplier shall only be allowed upon prior written approval from VSeA.

16.2 The Supplier shall perform its obligations and duties towards VSeA via its own company and with its own employees. The involvement of sub-supplier and subcontractors is only permitted upon VSeA's prior written approval. If and to the extent that the Supplier is allowed to use a subcontractor on the basis of the foregoing, the Supplier shall remain fully and exclusively responsible towards VSeA for the performance of the Order and the compliance with all laws, regulations, specifications and provisions set forth in the Order and the ensuing documents and these Conditions. Subcontracting to third parties without VSeA's prior written consent shall entitle VSeA to terminate the contract, cancel or withdraw from the Order at VSeA's discretion in whole or in part with immediate effect and to claim damages.

16.3 VSeA are entitled to assign or transfer, in full or in part, VSeA's own rights under the Order to an affiliated company or to a company that takes over some of all of its activities, operations or business.

17. Tools and Raw Material

17.1 Any tools, materials, parts, containers and special packaging provided by VSeA free of charge as well as any materials derived therefrom (hereinafter called the "Material") shall remain VSeA property. These may only be used as designated.

17.2 Material shall be stored and labeled by the Supplier as property at no costs to VSeA. The use of such Material is only to be made as designated and is restricted to the performance of the respective Order. The Supplier shall be liable for damage to or loss of such Material and shall supply replacements in the event of reduction of value, loss or damage if the Supply is responsible for such loss or damage.

17.3 Material shall not be made available to any third party nor used for any other purposes than those contractually agreed except with our prior written consent, nor pledged, used as security or copied. Material shall be protected against unauthorized access or use.

15.3 如果存在履行反复义务的合同或订单，第 15.1 节和第 15.2 节应同样适用，但是在不必发出通知的前提下终止合同或订单的特别权利应替代撤回权。

15.4 如果供应商部分履行合同或订单，但 VSeA 无意让其进行部分履行，那么 VSeA 可取消整个合同或订单。

15.5 如果 VSeA 根据任何前述规定撤回或终止合同或订单，供应商应就因此产生的损害对 VSeA 进行赔偿，使其免受伤害，但是供应商不对引发合同或订单取消或终止的情形负责时除外。

15.6 法定权利和索赔不受上述规定的限制。

16. 分包/转让

16.1 只有在 VSeA 事先书面批准时才允许供应商转让任何索赔。

16.2 供应商应通过自己的公司与自己的员工一起履行其对 VSeA 义务和职责。只有在 VSeA 事先书面批准后才允许次级供应商和分包商参与义务和职责的履行。如果按照前述规定，允许供应商使用分包商，那么供应商应完全、单独对 VSeA 负责履行订单，并遵守订单和随后提供之文件以及此等条款中提及的所有法律、法规、规范和规定。如果未经 VSeA 事先书面同意向第三方进行分包，那么 VSeA 应有权自行决定立即全部或部分终止合同或者立即全部或部分取消或撤回订单并索要损害赔偿。

16.3 VSeA 有权向关联企业或接管其部分或全部活动、运营或业务的公司转让或转移订单项下 VSeA 自己全部或部分的权利。

17. 工具和原材料

17.1 VSeA 免费提供的任何工具、材料、部件、容器和特殊包装以及衍生出的任何材料（下文称为“材料”）应为 VSeA 的财产。此等材料只可用于指定用途。

17.2 供应商应将材料存储和标记为财产，但不应给 VSeA 产生费用。此等材料只能按照指定用途使用，并且仅限用于履行各项订单。供应商应对此等材料的损害或损失负责，并且如果出现由供应商负责的价值减少、损失或损害，供应商应提供替代物。

17.3 未经我们事先书面同意，不应向任何第三方提供材料，不应将材料用于合同约定以外的任何其他目的，也不应抵押或复制材料或将其用作担保物。应对材料进行保护，防止未获授权的访问或使用。

17.4 Notwithstanding any other rights VSeA may have, VSeA is entitled to demand that such Material is to be returned if the Supplier at any time, whether the Supplier is in breach of the duties set forth herein or not.

17.5 VSeA is also entitled to demand immediate return of the Material if the financial circumstances of the Supplier deteriorate fundamentally or threaten to do so or if the Supplier meets the criteria for insolvency or over-indebtedness. If the value of the security existing for VSeA exceeds the value of VSeA's claims by more than 10% on aggregate VSeA will release security at VSeA's discretion to this extent on request by the Supplier.

17.6 Any processing or transformation of the Material shall take place for VSeA. VSeA shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, it is agreed and the Supplier acknowledges that VSeA shall become the sole owner of the new product at all times during the processing or transformation. The Supplier shall keep such products in a safe condition and storage for VSeA.

18. Work Conduct

Persons who carry out work on the premises of VSeA in fulfillment of the Order or agreement must observe the applicable regulations. Our liability for accidents suffered by these persons on our factory premises is excluded except to the extent caused by such accident by willful or gross negligent breach of duty by VSeA's legal representatives or persons employed in the performance of its obligations.

19. Insurance

The Supplier shall take out and maintain in effect an insurance policy with a reputable insurance carrier in accordance with the terms and conditions set by VSeA and shall provide VSeA an insurer's affidavit of this at first request. Coverage under this insurance policy shall be no means and under no circumstances be interpreted or understood as a limitation of Supplier's liability in any way whatsoever.

20. Confidentiality and Documentation

20.1 All information made accessible or available to the Supplier by VSeA, by its affiliates or representatives, in particular of a technical, industrial, production-related, business and/or financial nature is confidential. This shall apply regardless of how this information was made accessible, either verbally, in writing or in other manner, including among others constructions, drawings, descriptions, specifications, electronic media, software and corresponding documentation, samples and prototypes.

17.4 尽管 VSeA 可能有任何其他权利, VSeA 有权在任何时候要求供应商返还材料, 无论供应商是否违反此等条款中所述的职责。

17.5 如果供应商的财务状况已经或者可能严重恶化, 或者供应商满足资不抵债或过度负债标准, VSeA 也有权要求立即返还材料。如果提供给 VSeA 的担保物价值超过 VSeA 索赔总额的 10%, 那么 VSeA 在经供应商要求时, 自定决定让与超额担保物。

17.6 材料的加工和改变应为 VSeA 执行。VSeA 应立即成为新产品或改变后的产品的所有者。如果因为法律原因而致使 VSeA 不能立即成为新产品或改变后的产品的所有者, 那么双方约定并且供应商确认, VSeA 应始终在加工或改变期间成为新产品的唯一所有者。供应商应为 VSeA 妥善保存和存储此等产品。

18. 工作行为

为履行订单或协议在 VSeA 的场所开展工作的人员必须遵守适用的法规。我们不对此等人员在我们工厂内遭遇的事故负责, 但因为 VSeA 在履行其义务过程中法定代表或雇佣人员故意或严重失职引起的事故除外。

19. 保险

供应商应根据 VSeA 规定的条款和条件向声誉良好的保险公司购买和实际维持保险单, 并且一经要求, 应向 VSeA 提供保险公司的宣誓书。在任何情形下都不应以任何方式将本保险单的保险范围解释或理解为对供应商责任的限制。

20. 保密与文档

20.1 VSeA 或其关联企业或代表向供应商提供的所有信息, 尤其是技术、行业、生产相关、业务和/或财务信息系保密信息。无论是通过口头、书面还是其他形式(包括解释、图纸、说明、规格、电子媒介、软件和相应文档、样本和原型)提供的信息, 本条均适用。

20.2 Confidential information in terms of section 20.1 above may only be used, duplicated and exploited by the Supplier in connection and for the purposes of the Order and may only be made available to those persons in the Supplier's business facility who necessarily need to be involved in the use thereof for the purposes of delivery of Supplies to VSeA and who are also bound by equivalent confidentiality obligations as set forth herein. The Supplier undertakes to take measures necessary to ensure that confidential information is not made accessible to any third party, also not to a subcontractor or sub-supplier without VSeA's explicit prior written consent. At VSeA's request, all information originating from VSeA must be, without undue delay, returned to VSeA in full or destroyed.

20.3 VSeA reserve all rights to such information (including copyright and the right to file for industrial property rights such as patents, utility models etc.).

20.4 Products manufactured on the basis of documentation drafted by VSeA such as drawings, models, or manufactured with VSeA's tools or with tools modeled on our tools, may neither be used by the Supplier itself nor offered or supplied to third parties. This also applies equivalently to VSeA's print Orders.

20.5 This obligation of confidentiality as set forth hereinabove shall remain effective for five (5) years after the Order is terminated or has expired, irrespective of the reason for termination.

21. Embargoes, REACH, RoHS

21.1 The Supplier shall comply with all applicable export control, customs and foreign trade regulations.

21.2 The Supplier shall be obliged to inform VSeA about any applicable license requirements or restrictions for the Supplies under German, European, U.S. or other relevant export control law and customs regulations, as well as the export control laws and customs regulations of the country of origin of the Supplier, in its business documents and to send the following information on Supplies subject to license requirements to VSeA in good time prior to the first delivery under each Order:

- i. Material number
- ii. Part, product, service, good description
- iii. All applicable export list numbers including the Export Control Classification Number pursuant to the U.S. Commerce Control List (ECCN)
- iv. Country of origin of the Supplies (non-preferential origin) and – upon our request – the Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case on non-European suppliers)
- v. Statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) Code of the Supplies
- vi. A contact person in its organization to resolve any inquiries or requests

20.2 上述第 20.1 节中的保密信息只可为订单目的使用、复制和利用，并且只可提供给供应商业场所上的下列人员：为向 VSeA 交付供应品需要参与使用保密信息并且同样受此等条款中所述同等保密义务约束的人员。供应商承诺采取必需措施，确保未经 VSeA 事先明确书面同意，不将保密信息披露给任何第三方，也不披露给分包商或次级供应商。经 VSeA 要求，来自 VSeA 的所有信息必须全部返回给 VSeA 或被销毁，不得无故延误。

20.3 VSeA 保留此等信息的所有权利（包括著作权和申请专利、实用新型等工业产权的权利）。

20.4 对于根据 VSeA 提供之图纸、模型等文档制造的或使用 VSeA 的工具或模仿我们工具的工具制造的产品，供应商自己不能使用，也不可提供或供应给第三方。前述规定同样适用于 VSeA 的打印订单。

20.5 无论订单因何种原因终止，上述保密义务在订单终止或到期后五 (5) 年时间继续有效。

21. 禁运、REACH、RoHS

21.1 供应商遵守所有相关出口控制、海关和外贸法规。

21.2 供应商应有义务在其业务文档中向 VSeA 告知德国、欧洲、美国或其他相关出口控制法律和海关法规以及供应商原产国出口控制法律和海关法规中关于供应品的相关许可要求或限制，并且有义务在每份订单项下交付首批供应品之前，根据许可要求及时向 VSeA 发送下列关于供应品的信息：

- i. 材料号
 - ii. 部件、产品、服务、货物描述
 - iii. 基于《美国商业管制清单》(ECCN) 的所有相关出口清单编码，包括出口管制分类编码
 - iv. 供应品原产国（非优惠性原产地）以及经我们要求的供应商优惠原产国声明（如果是欧洲供应商）或优惠证书（如果是非欧洲供应商）
 - v. 基于现行进出口商品分类统计表和供应品协调制度编码的商品统计编码
- 组织内解决任何询问或要求的联系人

21.3 The Supplier shall also be obliged to inform VSeA without undue delay of any changes to the license requirements applying to the Supplies it delivered to VSeA, as a result of technical changes, changes to the law or governmental determinations or orders.

21.4 The Supplier shall be obliged to comply with all German, EU, U.S. or PRC or any other governmental trade restrictions and embargoes relating to its business operations with VSeA in the execution of any Orders; the Supplier shall also ensure that all of its subcontractors and sub-suppliers comply with this obligation equivalently.

21.5 Should the Supplier deliver products, parts or goods, substances of which are set out in the "List of Declarable Substances" applicable at the time of the Order or which are subject to statutorily imposed substance restrictions and/or information requirements (e.g. REACH, RoHS) the Supplier shall declare such substances in the web database BOMcheck no later than the date of first delivery of Supplies under each Order.

21.6 Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Supplier shall inform VSeA hereof in a form agreed between the Supplier and VSEA but in no case later than the date of Order receipt.

21.7 The Supplier shall be liable for any expenses and/or damages incurred by VSeA due to any breach of the obligations set forth in this section, unless the Supplier can prove that it is not responsible for such breach.

21. Compliance

21.1 The Supplier undertakes, within the framework of its business relationship with VSEA, not to engage, actively or passively, nor directly or indirectly, in any form of bribery, not to offer or grant, promote or accept any advantage, neither in its business operations nor when dealing with governmental officials, which are in breach of applicable domestic and international anti-corruption or bribery regulations.

21.2 The Supplier undertakes, within the framework of its business relationship with VSEA, not to make any agreements with other companies to agree on concerted practices with other companies, aiming to or bringing about a prevention, restriction or distortion of competition under applicable domestic or international antitrust or competition regulations.

21.3 The Supplier guarantees and acknowledges its obligation that it will comply with the applicable laws governing the general minimum wage and shall ensure that its sub-suppliers and subcontractors are equally engaged by them. On request, the Supplier shall provide evidence of compliance with the aforesaid guarantee.

21.3 对于因技术变化或者法律或政府决定或命令变化，导致适用于其提供给 VSeA 之供应品的许可要求的任何变化，供应商还有义务立即告知 VSeA，不得无故延误。

21.4 供应商有义务在执行任何订单过程中，遵守涉及其与 VSeA 之业务运营的所有德国、欧盟、美国、中国或任何其他政府贸易限制和禁运；供应商还应确保其所有分包商和次级供应商同样遵守本项义务。

21.5 如果供应商交付产品、部件或货物，并且其物质属于执行订单时适用“应申报物质清单”中所列的物质，或者受依法实施之物质限制和/或信息要求（如 REACH、RoHS）的管辖，供应商应最迟于每批订单下交付首批供应品之日在网络数据库 BOMcheck 中声明此等物质。

21.6 如果交付的供应品包含根据国际规范被分类为危险货物的货物，那么供应商应最迟在收到订单之日以供应商与 VSeA 之间约定的形式告知 VSeA。

21.7 供应商应承担因为违反本节所述任何义务导致 VSeA 支出的费用和/或损害赔偿，除非供应商能够证明其不是此等违反义务之行为的责任方。

21. 合规

21.1 供应商承诺在其与 VSeA 的业务框架内不会主动或被动，直接或间接违反相关国际国内反腐败或反行贿条例，在其业务运营和与政府官员打交道过程中参与任何形式的行贿，或者提供或授予、获得或接受任何好处。

21.2 供应商承诺在其与 VSeA 的业务框架内不会与其他公司订立任何协议，约定与其他公司的协同行为，从而防止、限制或扭曲相关国际国内反垄断或竞争规制项下的竞争。

21.3 供应商保证并确认，会履行遵守适用的管辖一般最低薪资的法律的义务，并且供应商应确保平等雇佣次级供应商和分包商。一经要求，供应商应提供遵守前述保证的证据。

21.4 The Supplier shall comply with the respective statutory provisions governing the treatment of employees, environmental protection and health and safety at work and to work on reducing the adverse effects of its activities on human beings and the environment. In this respect the Supplier shall set up, maintain and further develop a management system in accordance with ISO 14001 to the extent reasonably possible. Furthermore, the Supplier shall comply with the principles of the UN Global Compact Initiative relating to the protection of international human rights, the abolition of forced labor and child labor, the elimination of discrimination when personnel is engaged and employed and the responsibility for the environment.

21.5 In the event of a suspected violation of the obligations under section 22.1 to 22.4 the Supplier shall investigate any possible violation without undue delay and inform VSeA of the investigation measures initiated or taken. If the suspicion proves to be reasonably justified, the Supplier shall inform VSeA within a reasonable period of time of the corrective and remedial measures that it has taken or will take internally within its organization in order to prevent violations in future. In this context, the Supplier is also solely responsible to ensure equivalent effective processes and measures to be implemented and taken by its subcontractors and sub-suppliers, which are used in the performance of its obligations towards VSeA.

21.6 The Supplier shall in particular comply with the rules and regulations set forth in the U.S. Foreign Corrupt Practices Act (FCPA) and the U.K. Bribery Act (UKBA) and the applicable laws of PRC as well as all other international ant-corruption laws and conventions.

21.7 The Supplier is responsible to ensure and maintain a professional Quality Management System in accordance with ISO ... and shall protect personal data in accordance with applicable data privacy laws.

21.8 The Supplier shall provide necessary organizational structures, instructions and take measures, particularly with regard to the following: premises security, packaging and transport, business partner, personnel and information in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards. The Supplier shall protect the Supplies delivered to VSeA or provided to third parties designated by VSeA against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those Supplies and shall obligate any subcontractors and sub-suppliers to take equivalent security measures.

21.9 The Supplier is responsible to ensure and maintain a professional and effective Compliance Management System in accordance with ISO 37001.

21.4 供应商应遵守管辖员工待遇、环境保护、工作健康与安全的法定规定，并且应致力于降低其活动对人类和环境的负面影响。对此，供应商应在合理可能的范围内，依据 ISO 14001 设置、维护和进一步开发管理系统。此外，供应商应在雇佣人员时遵守与保护国际人权、废除强迫劳动和童工、消除歧视有关的《联合国全球契约倡议》原则，并承担环境责任。

21.5 如果存在涉嫌违反第 22.1 节到第 22.4 节项下义务的行为，供应商应调查任何可能的违反义务行为，不得无故延误，并且应向 VSeA 告知已经启动或采取的调查措施。如果上述涉嫌的行为得以合理证实，供应商应在合理期限内向 VSeA 告知其为防止未来的违反义务行为而在组织内部已经或即将采取的任何纠正和补救措施。在此情形下，供应商还应在其对 VSeA 履行义务过程中单独确保其分包商和次级供应商实施和采取同等有效的流程和措施。

21.6 供应商尤其应遵守《美国反海外腐败法》(FCPA)，《英国反贿赂法》(UKBA) 和适用的中国法律的规章制度以及所有其他国际反腐败法律和惯例。

21.7 供应商负责根据 ISO ... 确保和维护专业的质量管理体系并且应根据适用的数据隐私法律保护个人数据。

21.8 供应商应以 WCO SAFE 标准框架为基础，根据各项国际公认倡议之要求，尤其针对下列事项提供必需的组织结构、说明并采取措施，以保证供应链的安全：场所安全、包装和运输、业务伙伴、人员和信息。供应商应保护交付给 VSeA 或提供给 VSeA 指定第三方的供应品，防止未获授权的访问和更改。供应商应仅为此等供应品部署可靠人员，并且应使任何分包商和次级供应商承担采取同等安全措施的义务。

21.9 供应商负责根据 ISO 37001 确保和维持专业、有效的合规管理系统。

21.10 In the event of a breach of any of its obligations or guarantees as set forth in this section hereinabove, the Supplier shall indemnify VSeA hold VSeA harmless from and against all and any third party claims and shall be obliged to reimburse any fines imposed on VSeA and any costs and expenses incurred by VSeA (including reasonable attorney fees) out of or in connection with such breach.

21.11 In addition to the rights and remedies which VSeA may have, if the Supplier fails to comply with these obligations within a reasonable period of time VSeA reserves the right to withdraw from or terminate contracts, cancel Orders or to terminate them with immediate effect at our sole discretion. However, provided that Supplier's breach is capable of remedy our right to terminate, cancel or withdraw is subject to the proviso that such breach has not been cured by the Supplier within a reasonable period of time set by us.

22. Audits

22.1 VSeA is entitled to undertake comprehensive audits at Supplier's premises at any time during normal business hours upon giving reasonable advance notification.

22.2 The Supplier shall cooperate with and assist in such an audit. In particular, the Supplier shall grant VSeA access to the production facilities and other premises and provide the requested documents, information and access to relevant persons.

22.3 If the audit reveals that the Supplier does not comply with the agreed quality standards the Supplier shall immediately take all necessary measures in order to meet the agreed standards.

22.4 Any rights which VSeA may have against the Supplier shall not be affected by the audit or any measures taken during or as a consequence of such audit. The Supplier shall by no means be released from any of its obligations because an audit has been conducted.

21.10 如果供应商违反其本节以上部分所述任何义务或保证，供应商应就任何第三方索赔向 VSeA 进行赔偿，使其免受伤害，并且有义务报销向 VSeA 征收的罚金以及 VSeA 因为此等违反义务或保证的行为而支出的任何成本和费用（包括合理的律师费）。

21.11 除 VSeA 可能享有的权利和救济外，如果供应商未能在合理期限内履行此等义务，VSeA 保留自行决定立即撤回或终止合同、取消订单或终止订单的权利。然而，如果供应商违反义务或保证的行为能够进行纠正，那么我们的终止、取消或撤回权的附带条件是供应商没有在我们设定的合理期限内补救此等违反义务或保证的行为。

22. 审计

22.1 在提前发出合理通知后，VSeA 有权在正常营业时间内的任何时候，在供应商的场所开展综合审计。

22.2 供应商应配合和协助开展审计。供应商尤其应允许 VSeA 访问生产设施和其他场所，并提供要求的文档、信息和对相关人员的访问。

22.3 如果审计揭示供应商没有遵守约定的质量标准，供应商应采取所有必需的措施，满足约定的标准。

22.4 VSeA 可对供应商执行的任何权利不应受审计或者此等审计期间或因为此等审计采取的措施的影响。供应商的任何义务不应由于审计的开展而予以免除。

23. Miscellaneous

23.1 If one of the provisions or sections of these Conditions should be or become invalid or ineffective, this shall not affect the validity and effectiveness of the other provisions and sections of these Conditions.

It is agreed that the parties shall agree on a provision to replace the ineffective provision or section that approximates as closely as possible the economic intent of the ineffective provision or section.

23.2 Should VSeA not exercise its rights under these Conditions this shall not constitute a waiver of any rights under these Conditions or a change to the Order.

23.3 The Conditions are governed by and construed in accordance with the law of People's Republic of China. The application of the UN Convention of Contracts for the International Sale of Goods (CISG) is excluded.

23.4 The parties shall strive to settle any dispute arising from the interpretation or performance of these Terms through friendly consultation. In case no settlement can be reached through consultation within 30 days of one party giving written notice to the other party requesting commencement of such consultations, each party can submit such matter to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration. The arbitration shall follow the current rules of CIETAC, the arbitration proceedings shall be conducted in English and shall take place in Shenzhen, PRC. The arbitration award shall be final and binding upon the parties. One arbitrator shall be appointed.

23. 其他

23.1 此等条款的任何规定或任何一条无效或失效不应影响此等条款其他规定的有效性。双方约定，双方应就替代无效规定或条款的规定达成一致意见，并且此等替代规定应尽可能接近无效规定或条款的经济意图。

23.2 VSeA 未能执行此等条款项下的权利不应构成放弃此等条款或订单变更下的任何权利。

23.3 条款受中国法律管辖并据其进行解释。《联合国国际货物销售合同公约》(CISG) 不适用。

23.4 对于因本协议的解释或履行引起的任何争议，双方首先应通过友好协商解决争议。如果争议在要求协商的一方发出首份书面协商要求后的三十(30)日内不能通过友好协商解决，则任何一方均可将争议提交中国国际经济贸易仲裁委员会(“仲裁委”)进行仲裁。由其根据申请仲裁时有效的仲裁委仲裁规则仲裁解决。仲裁语言为英语，仲裁地点位于中国深圳。仲裁裁决是终局的且对双方均具有约束力。仲裁员的数量为一(1)名。