



Global Supplier Standards Manual

Revision Control Date: October 14, 2016

Revision History

Revision Date	Section	Description	Revised By
4/25/14	ALL	Initial Release of rewrite	S. Carpenter
5/22/14	Quality 8.4	Modification to Annual Revalidation communication of conformance	C. Price
3/4/15	M&L C4 - 8.4 M&L C4 - 8.11 M&L C4 - 8.13 M&L C4 - 9.3	Added reference to UPS Added control statement for sharing of information, technical, data, to foreign nationals Updated C-TPAT expectations Added packaging weight requirements for China	T. Hoch C. Collier
3/30/15	Delivery - 2.1 Quality - 7.2 Quality - 7.4 Quality - 7.4.1,2 Quality - 7.4.3 Quality - 7.4.4 Quality - 8.3 Quality - 8.4 Quality - 10.4 Quality - 12.1	Removed reference to sending ASNs without manual intervention. Updated SPC requirements for Special Characteristics Added Control Point characteristic definition Updated ongoing control requirements for SC / CC items Removed duplicate reference of Supplier Liability Added ongoing control requirement for Control Points Added reference to PPAP checklist Updated dimensional requirements to minimum of 5 pieces Updated ongoing capability index to ≥ 1.33 Updated 3-D requirements to include method of containment.	C. Collier
3/31/15	M&L - 9.1 M&L - 9.3	Added 4-way entry pallet to requirement Added requirement for usage of standard size totes and cartons Added note that sample packs may be requested Added requirement to ship PPAP parts in production intent packaging	M. Weisenreder
4/7/16	Packaging and Labeling - 9.0 General - 1.3 General - 2.1	Removed all content and referred suppliers to the GHSP Supplier Packaging Guidelines and Requirements document Added requirement of capacity planning for annual submission Modified T&C location	M. Weisenreder C. Collier

	Quality – 12.1 M&L – 8.11	Updated containment expectations Additional requirements for transmitted data	E. Dunster
	M&L – 3.2 M&L – 3.3 M&L – 8.11	Updated raw / fab quantities Updated freight responsibility Updated International Trade Compliance expectations	E. Dunster S. Wilson L. Wellborn
	Logistics – C4 8.1	Removed supplier's ability to choose carrier	T. Hoch
	Logistics – C4 8.3	Added reference to AETC requirement for 3 rd party and drop shipments.	T. Hoch
	Logistics – C4 8.10 Logistics – C4 8.4 Quality – 7.4.1	Added reference to AETC # Added "Priority Shipment section" Added requirement for data submission for CC related items	T. Hoch T. Hoch C. Collier
	Quality – 16	Added Supplier Critical Part Data Submission section	C. Collier
	Terms & Conditions	Insurance coverage updated	K. Kuiper

Purpose 目的

The purpose of the GHSP Global Supplier Standards manual is to communicate requirements and expectations of current and potential suppliers to GHSP. It is the expectation of GHSP that all suppliers of direct material and, as applicable, indirect material and services, comply with the expectations and requirements documented in this manual. GHSP expects that, through clear communication and definition of expectations, both parties can more effectively achieve success. The manual has 4 chapters with embedded hyperlinks to navigate to each chapter. 全球供应商标准手册是为了将 GHSP 的期望与要求清晰地传递给目前和潜在的供应商。本手册适用于 GHSP 所有生产性物料供应商，但也可以适用于部分非生产性物料供应商和服务类供应商。GHSP 希望通过与供应方清晰的交流和我方要求的明确定义，使双方能更有效率的合作以实现双赢。此手册包括四个章节并附有超链接方便查阅。

Scope 适用范围

This manual applies globally, to all GHSP suppliers of direct material, as well as GHSP suppliers of indirect material and services as defined herein. 本手册适用于 GHSP 全球生产性物料供应商，部分特殊非生产性物料供应商和服务供应商也可适用。

Chapters 章节

1. [General 总则](#)
2. [Tooling 工装](#)
3. [Quality 质量](#)
4. [Material and Logistics 物料与物流](#)

Chapter 1: General Requirements 总则

Chapter 1 Table of Contents 目录

- 1. General Expectations 总体要求**
 - 1.1. Management Standards 管理标准
 - 1.2. Supplier Development 供应商开发
 - 1.3. Annual Information Submission 年度信息提交
- 2. Global Terms & Conditions 全球采购术语与条款**
 - 2.1. Link to Global Terms & Conditions 链接到《全球采购术语与条款》
- 3. Social and Environmental Responsibility 社会和环境责任**
 - 3.1. Introduction 介绍
 - 3.2. Requirements 要求
- 4. Performance Monitoring & Supplier Awards 表现监测与供应商奖项**
 - 4.1. Purpose 目的
 - 4.2. Applicability 适用性
 - 4.3. Scoring Calculation 得分计算
 - 4.4. Disputes 纠纷处理
 - 4.5. Shipping to Non-USA GHSP Facility 发运到非美国工厂
 - 4.6. Annual Supplier Awards 年度供应商奖项
- 5. Engineering Requirements 工程要求**
 - 5.1. Introduction 介绍
 - 5.2. Requirements 要求
- 6. Program Management Requirements and General Expectations 项目管理要求**
 - 6.1. General Expectations 总体要求
 - 6.2. Specific Expectations 特殊要求
- 7. Procurement/Commercial and General Service Expectations 商务和服务要求**

7.1 Procurement General Requirements 采购总体要求

1. *General Expectations: 总体要求*

1.1 Management Standards 管理标准

GHSP holds an expectation of our suppliers to demonstrate their commitment to quality and the environment. Evidence of this commitment is the implementation of appropriate quality and environmental management standards. The following are minimum expectations for our suppliers: G H S P 期望我们的供应商对质量和环境保护做出承诺。履行该承诺的证据便是执行适当的质量和環境管理标准。以下就是对我们供应商最低期望:

1.1.1 Direct Material Suppliers 生产性物料供应商

1.1.1.1 Quality System Registration (ISO/TS 16949; ISO 9001:2008 for distributors of commodity materials) 质量管理体系认证 (ISO/TS 16949; 对于物料分销代理供应商可以采用 ISO 9001:2008)

1.1.1.2 Environmental Management Registration (ISO 14001) 环境管理体系认证 (ISO 14001)

1.1.1.3 Materials Certification(MMOG/LE) 物料管理认证 (MMOG/L)

1.1.1.4 Requirements for Soldered Electrical and Electronic Assemblies (J-STD-001) compliant to standard as applicable 电气与电子组件的焊接要求认证 (J-STD-001), 仅针对适用供应商

1.1.1.5 Safety Related Software Development (ISO 26262) compliant to standard as applicable 汽车电子电气系统的功能安全标准认证 (ISO 26262), 仅针对适用供应商

1.1.2 Indirect Material Suppliers 非生产性物料供应商

1.1.2.1 Quality System Registration (ISO 9001: 2008) 质量管理体系认证 (ISO 9001: 2008)

1.1.2.2 Environmental Management Registration (ISO 14001) 环境管理体系认证 (ISO 14001)

Note 1: Failure to comply with these minimum requirements will impact the supplier's ability to continue business with GHSP. 备注 1: 没有达到这些最低要求, 将会影响供应商与 G H S P 的继续合作。

Note 2: If a current supplier is not certified to the required level at present time, a plan must be presented no later than June 1, 2014 that shows the roadmap for certification. New

suppliers must commit to a certification plan as a condition of sourcing. 备注 2: 如果现有供应商在目前没有达到所要求的水平, 那么必须在 2014 年 6 月 1 日前提提交一个通过认证的具体计划。新供应商必须提交认证计划, 否则不予以开发。

1.2 Supplier Development 供应商开发

GHSP is committed to working in partnership with our suppliers to establish development plans which ensure compliance to, and continuous improvement toward, the requirements set forth in this manual. GHSP will establish the development priorities as it sees fit, based on resource availability and impact to the business, but will always make its best effort to assist wherever practical. GHSP 致力于和供应商建立伙伴关系, 如本手册所陈述的, GHSP 通过供应商开发计划来确保对法律法规和相关要求的符合性, 并保持持续改进方向。在考虑资源的优化利用和公司业务影响的前提下, GHSP 设定供应商开发优先顺序, 我们将始终坚持一切从实际需求出发。

1.3 Annual Information Submission (Effective 1/1/15)年度信息提交(自 2015 年 1 月 1 日生效)

As noted in specific sections of this manual, there will be a requirement that each supplier submits, inclusive of all of their plants shipping product into any GHSP plant worldwide, the following information annually no later than January 1st: 本手册的相关章节会有明确规定, 要求每个供应商按年度提交以下信息, 改要求需要包含改供应商任何和 GHSP 有供货行为的工厂, 每年的提交时间不得晚于当年的 1 月 1 号:

- Updated Contact List (corporate and plant specific) 最新的联系人清单 (公司层面和相关工厂)
- Quality Certification (each plant) 质量体系认证 (每个工厂)
- MMOG/LE self-assessment (each plant) MMOG/LE 自审报告 (每个工厂)
- NAFTA Country of Origin-COO (consolidated-all parts) NAFTA 原产国证明 (所有集中采购的零件)
- AIAG Supplier Sustainability Self-Assessment (corporate) AIAG 供应商可持续发展自我评估 (公司层面)
- Tooling (incl. all assets owned by GHSP or OEM) Inventory & Condition (each plant) 工装 (包括所有 GHSP 和 OEM 所有的资产) 库存和状况 (每个工厂)

- Updated or renewed blanket certificates or Manufacturers Affidavits covering all parts provided to GHSP. 更新或新建的产品相关认证或制造保证书，涵盖所有提供给 GHSP 的零件
- C-TPAT annual self-assessment C-TPAT 年度自我评审
Note: Supplier will be asked to manually submit some of the above information prior to the self-submission requirement beginning in January of 2015. 注释：在 2015 年 1 月供应商自动提交年度信息之前，供应商可能会被要求手工提交部分以上信息。
- **Annual capacity worksheet by part number 按零件号提供每个产品的产能报告**

2. Global Terms and Conditions 全球采购术语与条款

2.1 Terms and Conditions Access 术语和条款访问入口

GHSP Global Terms and Conditions may be accessed **at the end of the Global Supplier Standards Manual. A Mandarin version of our Terms and Conditions may be accessed on our website at www.ghsp.com.** If a supplier is unable to access the document, please contact your buyer for assistance. The Terms and Conditions are the governing document for any quote, will be referenced in any purchase order, and are the basis of the agreement between the supplier and GHSP unless otherwise declared in another agreement signed by both parties. GHSP 贸易术语和条款将附在本手册后，中文版本的贸易术语和条款可见与我们的网站 www.ghsp.com。如果有供应商无法进入该网站，那么请联系你的采购员寻求帮助。GHSP 贸易术语与条款作为所有报价的纲领性文件，将是所有订单的参考基准，也是我们和供应商达成交易的基础，除非双方另有约定。

3. Social and Environmental Responsibility 社会和环境责任

3.1 Introduction 介绍

Since our founding in 1924, the people of GHSP have been known for our enduring values. One of these values is referred to as ‘Steward our Legacy’ and is defined as preserving the legacy of our founders while reinventing the business for the next generation. Two ways we live and demonstrate this value are by investing in businesses, people, and communities for the long term, and by taking personal responsibility for health, safety, and our environment. From this it becomes clear that Social and Environmental Responsibility are foundational elements of who we are. Furthermore, since our supply base is an integral part of our business and team, and is a

reflection of GHSP and the values we uphold, it is our expectation that our suppliers conduct their operations in a socially and environmentally responsible manner that complies with all applicable laws and regulations. 自从 1924 年创立至今，GHSP 一直致力与宣扬我们的核心价值观。其中一条就是“传承文化”，意味着我们在更新换代时必须要坚持创立者的企业文化思想。我们在两个层面展示我们对这一价值观的坚持，当公司在投资业务，招聘人员和为社区长期服务时都会关注这一价值观，在个人层面，我们强调个人对健康，安全和社会环境的责任。由此可知，社会和环境责任是 GHSP 生存和发展的基础。此外，因为我们的供应链也是 GHSP 整体的一个不可分割的部分，我们要求我们的供应商也需要展现 GHSP 的企业文化，以对社会和环境负责任的态度来管理运营，遵守当地的法律法规：

- 3.1.1 Suppliers shall complete the AIAG Supplier Sustainability Self-assessment a minimum of one time each calendar year and shall provide a copy of the assessment to GHSP. 供应商需要至少每年完成一次 AIAG 供应商可持续发展自我评估并提供一份 GHSP 评估报告给 GHSP。
- 3.1.2 Suppliers shall ensure their personnel with responsibility for social and environmental oversight have completed the Supply Chain Corporate Responsibility Training available on the Automotive Industry Action Group (AIAG) website. 供应商需要确保监管社会和环境责任的员工完成了供应链配合责任培训，该培训信息可以在 AIAG 网站中查找。

3.2 Requirements 要求

3.2.1 Labor and Human Rights 劳工权益及人权

- 3.2.1.1 Suppliers shall prohibit the use of child labor and ensure the age of employment is in accordance with local labor law. 供应商需严禁使用童工并确保所有雇员的年龄都在法律许可的范围内。
- 3.2.1.2 Suppliers shall prohibit the use of forced, bonded, indentured, or involuntary prison labor. All work must be voluntary; workers shall not be forced to hand over government issued identification, passports, or work permits as a condition of employment unless required by local law. 供应商禁止使用受武力、债务或不平等合约胁迫工作的劳工或者非自愿的监狱犯人。所有的工作都必须是自愿的；除非当地法律规定，不能以上交身份证，护照或是工作许可证以作为被雇佣的条件。

- 3.2.1.3 Suppliers shall ensure working hours comply with applicable local law regulating hours of work. 供应商应确保员工的工作时间符合当地法律规定。
- 3.2.1.4 Suppliers shall provide compensation and benefits that are competitive and in compliance with applicable wage laws including those related to minimum wages, overtime hours, and legally mandated benefits. 供应商应给予员工有竞争力的薪水报酬，符合当地法律法规福利包括最低工资，加班工资以及必需的福利。
- 3.2.1.5 Suppliers shall maintain workplaces that are free from harassment or discrimination against employees in any form. This includes but is not limited to gender, race, color, caste, disability, veteran status, union membership, political affiliation, national origin, religion, age, marital status, pregnancy, or sexual orientation. 供应商应保持员工工作场所的安全以及免受任何形式的歧视，包括但不限于以下歧视：性别，种族，肤色，阶级，残疾，退伍军人身份，工会会员，政治归属，国籍，宗教，年龄，婚姻状况，孕妇或性取向。
- 3.2.1.6 Suppliers shall maintain workplaces that are free of physical or mental harassment, abuse, or any other behavior that diminishes a person's integrity or self-esteem. This includes but is not limited to harsh and inhumane treatment in the form of sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, or verbal abuse of workers. 供应商应保持工作场所免受身体和精神上的骚扰和虐待或削弱员工的正直感和自尊行为。这包括恶劣的，非人道的性骚扰行为，性虐待，体罚，精神及肉体上的胁迫或辱骂员工。
- 3.2.1.7 Suppliers shall maintain workplaces where workers can communicate openly with management regarding working conditions without fear of reprisal, intimidation, or harassment. 供应商应允许工人在工作场所中可以公开和管理人员沟通而不必担心遭到报复，威胁或伤害。
- 3.2.1.8 Suppliers shall respect voluntary freedom of association including the right to organize and bargain collectively in a manner that is legally compliant. Where worker representation and collective bargaining are restricted by law, efforts should be made to facilitate open communication and direct engagement between workers and
- GHSP Supplier Standards Manual Rev. 10/14/2016

management as an alternative way of ensuring worker rights, views, and needs are considered and acted upon appropriately and in good faith. 供应商应尊重员工结社自由，包括法律上允许的组织和召集工资谈判集会的权利。如果当地法律限制工人代表集会谈判，供应商应该努力促使员工与管理层之间进行公开直接的沟通以此确保工人的权利、意见和需求被合理的采用

3.2.1.9 Suppliers shall maintain a workplace where workers have a safe and healthy working environment that meets or exceeds applicable standards for occupational safety and health. 供应商应为工人提供一个安全，卫生的工作环境以达到或超过职业安全与卫生标准。

3.2.1.10 Suppliers shall undertake reasonable due diligence to assure that any of the specified ‘conflict minerals’ as listed in the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 are sourced from smelters or mines outside of the ‘conflict region’ or from mines and smelters independently certified as ‘Conflict Free’. 供应商应对那些在《多德-弗兰克华尔街改革和消费者保护法》被列出的“冲突矿物质”保持足够的警惕，确保其来自于“冲突地区”以外的冶炼厂或矿井，或虽然来自于“冲突地区”但被第三方独立认证为“非冲突矿物”的矿井和冶炼厂。

3.2.1.11 Suppliers shall not retaliate or discriminate against workers for exercising their rights in compliance with local laws and regulations. 供应商不应报复或歧视行使他们在当地法律法规保护下所赋有的权利的员工。

3.2.2 Health and Safety 健康及安全

3.2.2.1 Suppliers shall eliminate safety hazards and take precautionary measures that guard against accidents and occupational diseases. These hazards should be controlled through proper design, engineering/administrative controls, preventative maintenance, safe work procedures, and ongoing safety training. Where hazards cannot properly be controlled by these means, workers shall be provided appropriate and well maintained personnel protective equipment. 供应商应消除安全隐患，采取有效预防措施防范事故和职业病。这些风险隐患预防措施包括合理的设计，

工程/管理控制，预防性维护，安全作业流程以及持续的安全培训等。如果这些措施仍然不能有效的防范风险，工人们必须佩戴适当且维护良好的防护设备。

3.2.2.2 Worker exposure to chemical, biological, or physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, suppliers shall provide appropriate personal protective equipment programs. 工人接触到的化学，生物以及物理试剂应被识别，评估以及控制。工程或管理人员必须采取措施控制过量接触。如果这些措施仍然不能有效的防范风险，工人们必须佩戴适当且维护良好的防护设备。

3.2.2.3 Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures. 紧急情况 and 事故应被定义和评估，需通过采取紧急措施以及响应流程将风险的影响降到最低。

3.2.2.4 Procedures and systems are to be in place to prevent, manage, track, and report occupational injury and illness, including provisions to: a) encourage worker reporting; b) classify and record injury and illness cases; c) provide necessary medical treatment; d) investigate cases and implement corrective actions to eliminate root causes; and e) facilitate the return of workers to work. 应指定程序和系统来防止，管理，追踪以及上报工伤和职业病，条文包括：a) 鼓励员工汇报；b) 区分并记录工伤和生病；c) 提供必要的医疗措施；d) 调查案例并执行纠正措施以消除根源；e) 激励员工重返工作岗位。

3.2.2.5 Workers shall be provided with ready access to clean toilet facilities and potable water. If the company provides food and housing to workers the company shall provide sanitary food preparation, storage, and eating facilities. Worker dormitories provided by suppliers or a third party agent shall be maintained in a clean and safe manner and shall have appropriate emergency egress, adequate heat and ventilation, reasonable personal space, and entry and exit privileges. 工人们应得到干净的卫生设施以及卫生的饮用水。如果公司提供员工食物和住宿，那么公司应提供卫生的食品准备，存储以及饮食设施。供应商或第三方代

理提供的员工宿舍应是安全和卫生的，并且有适当的紧急出口，足够的暖气和通风口，合理的个人空间以及进出的权利。

3.2.2.6 Exposure of workers to the hazards of physically demanding tasks shall be identified, evaluated, and controlled. 工人置于苛刻，危险的任务时应被鉴定，评估以及控制。

3.2.2.7 Production and other machinery shall be evaluated for safety hazards. Physical guards, interlocks, and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers. 生产和其他机械操作应进行安全风险评估。在那些对工人会造成伤害的地方应提供物理防护装置，联锁及屏障。

3.2.3 Ethics 道德

3.2.3.1 Suppliers shall prohibit any and all forms of corruption, extortion, embezzlement, bribery, excessive gift giving, or other means of obtaining undue or improper advantage. Monitoring and enforcement procedures shall be implemented to ensure compliance. 供应商应禁止任何形式的腐败贪污，勒索，挪用公款，贿赂，过度送礼或是用其它形式获得过度的，非合适的好处。实施监控和执法的过程应确保合法性。

3.2.3.2 Suppliers shall properly disclose, transfer, and protect business information, customer information, and intellectual property rights in accordance with applicable requirements and contractual obligations. 依据相关要求及合同义务，供应商应适当公开，传输，保护商业信息，顾客信息以及知识产权。

3.2.4 Environmental 环境

3.2.4.1 Suppliers should adopt an environmental management system compliant with and registered to ISO 14001:2004. 供应商应通过环境管理体系 ISO 14001: 2004

3.2.4.2 Suppliers shall conduct business in a sustainable manner that places the least practical burden possible on the environment while protecting the

health and safety of the public. 供应商应用可持续的方式发展业务，在保护公众的卫生与安全的同时将环境造成的影响降低到最小。

- 3.2.4.3 Suppliers shall obtain, keep current, and adhere to all laws and regulations requiring environmental permits, approvals, and registrations. 供应商应知悉、保持、采取措施以符合最新的所有关于环境许可证，环境审批及环境登记的法律法规的要求。
- 3.2.4.4 Suppliers shall identify and manage materials that pose a hazard if released to the environment and are to ensure safe handling, movement, storage, recycling or reuse, and disposal of such materials in accordance with local law and regulations. 供应商应鉴别和管理对环境构成危害的物质，按照当地环境法规的要求，安全合法的处理，转移，储存，回收或重复利用和处置这些物质。
- 3.2.4.5 Suppliers shall identify, monitor, treat, and control air emissions, wastewater, and solid waste prior to discharge or disposal as required by local law and regulations. 供应商应按照当地法律法规，对废气，废水以及对固体废物进行处置进行鉴别，检测，治理和控制。
- 3.2.4.6 Suppliers shall prohibit the use of restricted or prohibited substances, materials, or waste pursuant with applicable laws, regulations, and contracts. 依据相关法律法规及合同，供应商应禁止使用违禁物品，材料及废弃物。
- 3.2.4.7 Waste of all types, including water and energy, are to be reduced or eliminated at the source by practices such as modifying production, maintenance and facilities processes, materials substitution, conservation, and recycling and re-use of materials. 包括水，电在内的所有的废弃及浪费都需通过改进生产，维护设备工艺，材料替代，物资保护及物资回收利用来使资源浪费降到最低，促进节能减排。
- 3.2.4.8 Suppliers shall agree to and comply with GHSP's Environmental Policy for Visitors when visiting any GHSP facility. 在访问 GHSP 工厂时，供应商应同意及遵守 GHSP 对外来人员的环境政策方面的相关要求。

4. Performance Monitoring & Supplier Awards 表现监控及供应商奖励

4.1 Purpose 目的

The GHSP supplier report card is a tool for both suppliers and internal GHSP supply chain team members to measure and monitor the performance metrics necessary to support our organization. The report card also provides some of the metrics to help GHSP monitor trends that are inputs to future GHSP sourcing decisions. In addition, it provides the baseline for detailing issues leading up to a Supplier Management Review event (SMR). The expectation is that suppliers maintain a scorecard rating of 95 points or greater. In the event that the 6 month supplier scorecard is below 95 points, a Supplier Management Review (See Quality Chapter 3) may be initiated. GHSP 供应商绩效报告是用来衡量和监控必要的性能指标的一种工具，对供应商自身和 GHSP 内部的供应链双方都有很大帮助。同样地，供应商绩效报告所显示的指标可以帮助 GHSP 的监控供应市场趋势，作为未来的采购定点的参考信息。另外，它也为供应商管理评审报告（SMR）提供了具体的指标基准。我们期望供应商能将分数保持在 95 分或以上。如果供应商半年期绩效报告分数在 95 分以下，GHSP 可以召集供应商进行供应商管理评审（SMR）。（详见第三章质量部分）。

4.2 Applicability: 适用性

Suppliers who ship into GHSP USA Facilities (Grand Haven or Hart) shall receive a monthly scorecard via email that is based on 6 month rolling performance. 供货到 GHSP 美国工厂（Grand Haven 或 HART）的供应商每月都会收到一张月度绩效报告，其得分是根据滚动的前六个月表现来评出的。

4.3 Scoring Calculation: 得分计算

The supplier ratings will start with 100 points and deductions are determined based on the severity of the effect on GHSP operations. 供应商评分满分为 100 分，而扣分则基于对 GHSP 营运影响的严重程度而决定的，当供应商表现出现问题，GHSP 会开据 PTR，分为 ABCD 四级。

4.3.1 “A” Rank – 10pts: This is a severe level indicating a quality /delivery/service issue that affects GHSP’s performance with its customers. Examples include (but are not limited to): A 级—10 分：这是一个非常严重的关于质量/交付/服务等事项影响到 GHSP 客户服务满意度的一个等级评定。包括（但不限于）：

- Customer reject 客户拒收
- Missed delivery to customer 造成客户断线
- Missed Customer PPAP date 造成客户 PPAP 延迟
- Supplier shipped to GHSP non-PPAP approved parts that were used in product shipped to customer. (no deviation) 供应商交付没有获得 PPAP 批准的零件且该零件已用于给客户的供货（未走偏差流程）

“A” Rank PTR’s require urgent response and frequent communication with GHSP operations to ensure the highest priority of problem solving efforts are being executed expeditiously. “A” 等级的 PTR 需要供应商紧急响应和紧密的沟通，以确保问题最优先，迅速地解决。

4.3.2 **“B” Rank- 5pts:** This covers one or more of the following conditions: B 级—5 分：该等级包含下面一个或多个的状况：

- Repeat Failure mode in last 6 months 过去 6 个月出现重复错误
- Created GHSP downtime 造成 GHSP 停线
- Significant disruption to operations 对营运造成显著影响

“B” Rank PTR’s require 24 hour containment confirmation (at GHSP) and effective problem solving. GHSP does not have a required format but generally subscribes to the 8-D methodology. “B” 级 PTR 需要 24 小时内在 GHSP 工厂处实施临时围堵措施并开始实施问题解决模式。GHSP 并没有规定的格式但通常是按照 8D 报告的模式来予以解决

4.3.3 **“C” Rank – 3pts:** This is a condition that does not fit an “A” or “B” rank and requires corrective action. On site containment may be required. C 级—3 分：C 等级是需要纠正措施的问题但该问题并不符合 A、B 两个等级的条件。有时候需要现场的围堵措施。

4.3.4 **“D” Rank – 0pts:** This is a condition that generally is not a literal non-conformance or falls under a limited line acCUMulation agreement. The objective of a “D” rank is to communicate the “Voice of the Customer” and drive continuous improvement initiatives. D 级—0 分：这个等级通常是不能明确评定为质量不合格事件或为处理线上累积品而开据。D 等级 PTR 的目的是为了传递“客户声音”和驱动持续改进计划。

4.4 Disputes 争议

The supplier must address any dispute of a PTR within 5 business days of receipt. The dispute must be in written format with supporting documentation. The dispute should be submitted to the appropriate GHSP personnel depending on the nature of the issue. Delivery dispute issues shall go to the Plant Materials Manager, Quality dispute issues shall go to the Supplier Development Manager and Customer Service/Commercial issues shall go to the Buyer. GHSP will provide a final response to suppliers (yes or no) within 10 business days of a completed dispute response. In the unlikely event of lack of resolution, escalation may be made through the Buyer. 供应商如果对开据的 PTR 有异议，需在 5 个工作日内提出申诉。申诉必须以书面格式提供，并附带相关证据予以支持，该申诉根据问题的

性质提交至 GHSP 相关负责人。交付类争议提交给工厂物料经理，质量类争议应提交给供应商开发经理，客户服务/商业类争议应提交给采购员处理。GHSP 将在 10 个工作日内给供应商反馈是接受或驳回申诉。在某些极端情况下比如颠倒事实，可以将问题上升到采购部予以投诉。

4.5 Suppliers shipping to Non-USA facilities: 供货给非美国工厂

GHSP relies on plant Supplier Quality and Materials resources to monitor the open PTR concerns and will compare performance, if available, to USA scorecard to identify any common issues. If no scorecard is available to compare, the performance is monitored by each plant manager. GHSP 依靠工厂的供应商质量和物料人员来监管有关 PTR 问题并评定其表现，如果可以的话，需将供应商的表现反馈到全球供应商绩效报告中。如果没有使用全球统一的供应商绩效报告，那么这些供应商的表现和行为就将由各自的工厂经理监管。

4.6 Annual Supplier Awards 年度供应商奖项

GHSP values our supply chain partnerships. One way we can recognize supplier performance is through preferred sourcing status and growing our suppliers business with GHSP. Another form of recognition is an annual supplier award. GHSP has 3 types of Supplier Awards: GHSP 十分珍惜我们的供应链合作伙伴关系。我们认可供应商的表现可以通过优先的采购权和扩大采购量的方式来体现，设置年度供应商奖项也是为了表达这一认可。GHSP 设有三项供应商奖项

Master of Quality: This award recognizes exceptional performance in terms of our overall experience. This includes quality response time, continuous improvement capability, design support and timely shipments. 最佳质量奖：这个奖项将授予我们认为综合方面表现优异的供应商。综合方面包括质量问题响应时间，持续改进能力，设计开发支持和及时交付

Worry Free Launch: This award recognizes those suppliers whose exemplary work contributes significantly to a flawless launch of a new product/service for GHSP. 投产无忧奖：这个奖项将授予那些努力作为 GHSP 新项目的投产提供完美无瑕新产品及服务的供应商

Pinnacle: This award recognizes those suppliers who made significant investments on behalf of GHSP; examples include but are not limited to expansion of manufacturing locations closer to GHSP, aggressive cost reduction initiatives and/or product/process innovation advancements. 特殊贡献奖：这个奖项将授予那些为 GHSP 做出重大投资的

供应商。这包括（但不仅限于）：将厂房搬迁至离 GHSP 更近的地方，积极配合降价和在产品/生产过程中锐意创新。

The supplier award criteria contain a combination of measureable performance in terms of number and severity of issues (Problem Tracking Reports) along with feedback on how we experience the supplier. GHSP forms an internal team from leaders in Materials, Logistics, Purchasing, Supplier Quality/Development and Engineering who nominates suppliers who over the last year, met or exceeded our expectations in terms of Cost, Quality, Delivery and Customer Service. 供应商奖项的评分标准结合了客观的供应商绩效报告（问题跟踪报告）和我们与供应商合作过程中的主观感受。GHSP 评委团队包括物料，物流，采购，供应商质量和工程团队的负责人，该团队负责提名那些在过去一年中在成本，质量，交付及客户服务方面表现良好，达到或超出我们预期的供应商。

5. Engineering Requirements 工程要求

5.1 Introduction 介绍

5.1.1 Engineering support from our suppliers for product feasibility, product design, and tooling design / approval may be required for a particular program and/or product. Suppliers shall support design reviews and other collaborative efforts to support lowest total cost solutions for tools, products, and services. 在某些特定项目或产品上，GHSP 需要供应商在可行性分析，产品设计以及模具设计/批准等方面提供技术支持。供应商应支持设计审核并配合以实现模具，产品及服务的成本最优。

5.2 Requirements 要求

5.2.1 International Material Data System (IMDS) 国际材料数据系统

5.2.1.1 Government and industry regulations on subjects including the environment, safety, corporate governance and product performance are being enforced around the world. The IMDS (International Material Data System) is an internet-based database that has been endorsed by the automotive industry original equipment manufacturers (OEMs) for free-of-charge use by suppliers. IMDS tracks chemical ingredients of parts and assemblies across the entire automotive OEM supply chain. The solution aids OEM's seeking compliance with national and EU regulations related to material handling and disposal. Suppliers shall submit IMDS information to GHSP prior to receiving PPAP approval. 世界各地的政府和行业监管项目包括环境，安全，公司治理和产品性

能等需要被强制执行。IMDS(国际材料数据系统)是一个基于互联网的数据库，它由主机厂（OEMs）认可且可以被供应商免费使用。IMDS 可以在整个汽车 OEM 供应链中追踪零件和组件的化学成分，这有助于 OEM 判定相关材料的处理和处置是否符合美国和欧盟的规定。供应商应在 PPAP 批准前向 GHSP 提交 IMDS 信息。

5.2.2 Engineering Data Exchange 工程数据传递

5.2.2.1 GHSP's standard format for CAD data exchange is via an STP file extension (Standard for the exchange of Product model data). GHSP 的 CAD 数据传递标准格式是以 STP 作为文件扩展名（产品模版数据的交换标准）。

6. *Program Management Expectations* 项目管理要求

6.1 General 总则

6.1.1 GHSP expects that our suppliers will appropriately staff their team to manage the program requirements of the business they have, as well as the business they seek, with GHSP. GHSP 期望我们的供应商能组建合格的团队管理好与 GHSP 相关业务的项目，包括已有项目或报价项目。

6.2 Specific 具体要求

6.2.1 Suppliers must comply with all program specific requirements as outlined in the specific Supplier Statement of Work (SSOW), purchase order, award letter, or other documents defining the scope of work. 供应商必须遵守项目的具体任务要求，包括在供应商任务说明书（SSOW），采购订单，定点信或其他文件中规定的相关任务要求和范围。

6.2.2 Launch support must be made available by the supplier to support activities including, but not limited to, the following: 在项目阶段，供应商支持的工作包括（但不限于）：

- Supplier Kick-off Meetings 供应商启动会
- Design Review 设计评审
- Launch Team Meetings 量产小组会议
- Advanced Product Quality Planning activities 产品质量先期策划
- Build events at supplier and GHSP 批次样件计划

6.2.3 Launch Support is required by the supplier to participate in activities at the supplier facilities such as, but not limited to: 在项目阶段，需要在供应商处完成并需要供应商参与工作包括（但不仅限于）：

- Supplier Build Events 供应商批次样件交样计划
- Supplier Readiness Reviews 供应商准备评审
- Supplier Process Sign-off Reviews 供应商过程签署评审

7. Procurement/Commercial Requirements & General Service Expectations 采购/商务以及总体服务之要求

7.1 Procurement General Requirements 采购总体要求

7.1.1 GHSP purchasing expectations are as follows 采购要求包括：

- Suppliers shall provide a cost breakdown form, with complete information, with every quote to the appropriate GHSP Purchasing representative which may be a different person than the requestor. 供应商应提供报价明细清单给对应的 GHSP 采购员而不是需求者。
- Suppliers must send all responses for quotations* to their appropriate buyer and may copy the requestor in the event the request originated from GHSP engineering or program management. * Capital Equipment suppliers are exempted from this requirement. 供应商必须将报价发送给 GHSP 的采购人员，必要时可以抄送给工程或项目管理方面的需求人。固定资产类采购无此要求。
- Suppliers must clearly note the cost change, and reason for said change, on their cost breakdown for quotes related to revisions in the product being quoted 供应商必须清楚地了解到成本的变动以及变动的理由，并说明费用明细中产品报价哪些环节受到影响。
- Suppliers will be required to participate in Business Reviews as scheduled 供应商需要参加 GHSP 规划的业务评审（SBR）
- In addition to following the quality processes set forth in this manual, the supplier is required, as soon as the change is determined to be probable, to **immediately inform** the buyer prior to any product or process changes, including changes in

manufacturing location. 除了遵守本手册规定的质量流程外，供应商预见有任何变化的可能，在变化实施前供应商需要在第一时间通知 GHSP 采购员，包括产品、制程或者生产地点的变化。

Chapter 2: Tooling 工装

Purpose 目的

The purpose of the Global Supplier Standards Manual is to communicate GHSP requirements to our suppliers. It is the expectation of GHSP that all suppliers of direct materials comply with all of the requirements and expectations documented in this manual. In addition, GHSP expects this manual to provide the foundation for our working relationship with our suppliers. We will strive for excellence thru working together where priority is placed on understanding, resolving and preventing reoccurrence of issues. 全球供应商标准手册的目的是向我们的供应商传递 GHSP 的相关要求。GHSP 要求所有提供生产性物料供应商能达到本手册中阐明的要求及期望。此外，GHSP 期望本手册能为我们和供应商之间的合作关系的基石。我们希望双方将工作的重点放在理解，解决及防止问题再次发生上，并通过合作获得令人满意的结果

Scope

The scope of this policy applies to all GHSP facilities. The type and amount of involvement with our facilities will be dependent upon the locations that are involved in the purchase of products/services and the locations that experience the consumption of the products and/or services. 这个政策适用于所有 GHSP 工厂，但因为购买产品/服务的类型和区域的差别，其具体适用条款会有所差异。

Chapter 2 Table of Contents 目录

1. Introduction 介绍

2. GHSP Tooling (including Gauges) and Equipment 厂内工装（含检具）及设备

2.1. Product Requirements 产品要求

2.2. Credit/Payment Terms 账期及付款条件

2.3. Builder of Record 制造者记录

2.4. Damage or Loss 损坏或遗失

3. Supplier Tooling 供应商处工装

3.1. Definition 定义

3.2. Relocation 移位

3.3. Ownership 权属

3.4. Maintenance and Storage 维护及保管

3.5. Tooling Inventory 工装台账

3.6. Credit/Payment Terms 账期及付款条件

3.7. Damage or Loss 损坏或遗失

3.8. Documentation 文档

4. Other Requirements 其他要求

4.1. Supplier Quotes 供应商报价

4.2. Prints and Specifications 图纸及规范

4.3. Marking Requirements 标识要求

4.4. Manufacturing Assists Declarations 制造辅助申明

1. Introduction 介绍

1.1 Tooling and Equipment is a critical element of product design, product safety, and process safety. As such, all suppliers to GHSP shall provide tooling and/or equipment that meets defined GHSP requirements. This chapter of our Global Supplier Standards Manual is divided into three separate sections; the first which addresses tooling, gauges, and/or equipment purchased by GHSP for use at a GHSP manufacturing facility (GHSP Tooling and Equipment), the second which addresses tooling and/or gauges purchased by GHSP for use at a GHSP supplier for goods or services ultimately sold to GHSP (Supplier Tooling); and the third which addresses commercial requirements applicable to both GHSP Tooling and Equipment, and Supplier Tooling. 工装和设备是产品设计，产品安全以及流程安全的重要因素。因此，所有 GHSP 的供应商应提供符合 GHSP 相关要求的工装和设备。本章节分为三个部分：第一部分主要针对 GHSP 自己工厂的工装、设备、模具及检具等；第二部分针对由 GHSP 购买但由供应商使用保管的工装、设备、模具及检具等；第三部分则是适用于所有工装设备的相关商务要求。

2. GHSP Tooling (including gauges) and Equipment 厂内工装（含检具）及设备

2.1 Product Requirements - Suppliers shall develop and manufacture Tooling and Equipment in accordance with the GHSP standard in effect at the time of contract award and any GHSP statement of work specific to the Tooling and Equipment.

The current version of these standards may be accessed at

<http://www.ghsp.com/Suppliers/Standards>. 产品要求--供应商应遵照 GHSP 相关标准（以合同订立时生效的标准为准）和任务说明书中相关要求设计开发、生产工装和设备。这些要求的最新标准可以在

<http://www.ghsp.com/Suppliers/Standards> 网站中查到。

2.2 Credit/Payment Terms - Suppliers shall invoice GHSP for payment of monies owed after tooling or gauge has been validated through pre-production builds and formal approval of the tool or gauge has been provided by the responsible GHSP Process or Quality engineer. GHSP terms of payment will be 45 days after receipt of invoice. 2 账期/付款条款--供应商在提供工装设备或检具通过了试生产和工艺或质量工程师的验收后，向 GHSP 开据发票以获得相关合同款项。GHSP 付款账期一般是收到发票后的 45 天内支付。

2.3 Builder of Record - Suppliers shall be the tool 'Builder of Record' for all tools and/or equipment produced in their facilities as well as all tools produced in any subcontracted facilities. This means that the supplier is solely responsible for the performance of its subcontractors which will include, but not be limited to: timing commitments, tool quality, data integrity, tool functional try-outs, quoted cycle times, shipment, delivery, adherence to applicable tool standards, and tool warranty. If tooling issues with subcontractors are not resolved by the supplier, GHSP reserves the right to redirect the subcontractor and any subsequent costs incurred will be the responsibility of the supplier. 制造者记录---从记录上来说，供应商应该是他们工厂生产的所有工装或设备制造者，即时这些模具或工装是由其分供方制造的。这意味着供应商要全权对他们的分包商的行为负责，包括（但不限于）：遵守时间计划，保证工装质量，完成数据整合，测试工装性能，满足生命周期，安排运输物流，按时交付，符合适用的标准以及实施工装的质保。如果供应商不能及时解决分包商的工装问题，那么 GHSP 将保留直接指挥分包商的权利，由此造成的一切后果则将由供应商负责。

2.4 Damage or Loss - Suppliers shall insure and protect GHSP Tooling and Equipment against loss or damage at all times prior to physical receipt of GHSP Tooling and Equipment at specified GHSP manufacturing facility. 损坏或遗失--在接收 GHSP

的工装和设备之前，供应商应对任何时间可能发生的 GHSP 工装和设备损坏和遗失进行投保

3. *Supplier Tooling* 供应商处工装

3.1 Definition 定义

Supplier Tooling is defined as tooling specifically designed for the production of a GHSP part where such tooling is unique to, and only used for said GHSP part. Its intended life (absent substantial modification or alteration) is limited to the production of the part for which it was designed. Capital equipment (i.e. stamping presses, molding machines, automated material handling equipment, etc.) and generic tooling (i.e. perishable tools, drill motors, impact guns, wrenches, etc.) shall not be considered as Supplier Tooling unless provided by GHSP. 供应商处工装是指零件供应商为生产 GHSP 的产品特定设计制造的并仅仅用于产品生产的等相关模具、检具和夹具。它的预期使用寿命（不考虑重大修模或变更）仅限于满足其所生产零件的需求。供应商的固定资产类设备（比如冲压机，注塑机，自动化物料输送设备等等）和通用的工具（比如易损配件，钻机马达，冲击枪，扳手等等）不应被认定为供应商处工装，除非这些设备和工具是由 GHSP 提供的。

3.2 Relocation 移位

Supplier Tooling may be relocated to another supplier for use on that supplier's equipment. Supplier Tooling that is designed specific to a supplier's equipment should be modifiable to suit another supplier with similar equipment. 供应商处工装可能会被搬移到另一个供应商的设备上使用。为供应商设备特地设计的工装应该考虑其可改造性以确保其通过修改适用于其他供应商相似的设备上。

3.3 Ownership 权属

Supplier Tooling is at all times considered property of GHSP or GHSP's customer. The supplier shall only use GHSP or GHSP customer owned tooling to manufacture product for use in support of GHSP unless otherwise approved by the GHSP Global Purchasing Manager. 供应商处工装始终是 GHSP 或 GHSP 客户的资产。供应商必须使用 GHSP 或 GHSP 客户所有的工装来制造 GHSP 产品，除非得到 GHSP 全球采购经理的特许。

3.4 Maintenance and Storage 维护及保管

Supplier Tooling shall be maintained, per TS16949 requirements, by the supplier at the supplier's expense and shall not be altered in any way or disposed of without the

written authorization of GHSP Global Purchasing Manager. 供应商应按照 TS16949 的要求对工装进行维护保养，并承担维护费用。如果没有 GHSP 全球采购经理的书面认可，任何供应商工装不能被替换或丢弃。

3.5 Tooling Inventory 工装台账

During the first month of each calendar year suppliers shall furnish to the responsible GHSP buyer a list of all Supplier Tooling in the supplier's possession. The list shall include but not be limited to the GHSP tool identification number (asset tag number), tool description, GHSP purchase order number authorizing the acquisition/construction of the tool, and the city and state where the tool is located. GHSP shall be afforded the right to verify / audit at the supplier's facility the status and condition of Supplier Tooling.

3.6 Credit/Payment Terms

Suppliers shall invoice GHSP for payment of monies owed for Supplier Tooling (regardless if the payment is for the original tool or tool changes) upon formal PPAP approval of the component(s) the tool produces and/or the gauge measures. Suppliers must provide evidence of the full PPAP approval by submitting an electronic copy of the customer approved Part Submission Warrant (PSW) that is directly related to the invoice. GHSP terms of payment will be 45 days after receipt of invoice. 每阳历年的一月份，供应商应需要给 GHSP 对应采购员提交一份其保有的 GHSP 工装清单，应包括但不限于：GHSP 工装编号（资产标签号码），工装描述，GHSP 授权收购/建造工装的采购订单编码，工装所在的地址。GHSP 有权查验和审查供应商工装的情况。

3.7 Damage or Loss 损坏或遗失

Suppliers shall insure and protect Supplier Tooling against loss or damage. 供应商应对工装的损坏或遗失投保。

3.8 Documentation 文档

Suppliers shall complete and submit the GHSP Tool and Gauge Data Form as part of the PPAP submission to GHSP for Supplier Tooling. 供应商应完成并提交 GHSP 模具和检具数据表，作为 PPAP 的一个提交项。

4. Other Requirements 其他要求

4.1 Supplier Quotes 供应商报价

Supplier quotes must include a detailed description for each line item entry such that each element of GHSP Tooling and Equipment or Supplier Tooling is clearly identifiable on all documentation and during any physical review. 无论是自有工装

或供应商持有工装，供应商报价必须包括每个条目的详细描述，以便在文档上和评估上清晰定义该工装的每个部件。

4.2 Prints and Specifications 图纸及规范

The supplier shall provide any and all prints and specifications associated with GHSP Tooling and Equipment and/or Supplier Tooling to GHSP upon request. 无论是自有工装或供应商持有工装，供应商都需提供和 GHSP 工装和设备相关的全部图纸和规范。

4.3 Marking Requirements 标识要求

During the operational life of the tool, which includes the production of past-model service parts, the physical tag/markings must: 在工装使用期间，包括为售后件生产使用期间，工装标识必须：

- Remain permanently affixed to the tool 保持标签永久固定于工装之上
- Remain legible 保持清晰
- Be durable in its manufacturing environment 在工装使用环境中保持稳定
- Not impair the operation of the tool 不得影响工装的使用
- Tool markings must clearly depict GHSP or GHSP customer ownership as detailed in GHSP requirements. 必须明确标示工装归属 GHSP 或 GHSP 的客户所有

4.4 Manufacturing Assist Declarations 制造辅助申明

Suppliers outside of the USA who manufacture and provide products to GHSP plants located in the USA may be required to declare Manufacturing Assists when shipping parts to GHSP USA plants. This requirement will be determined and defined on the tooling purchase order. A Manufacturing Assist is defined as “anything provided to the foreign supplier by the US Buyer which is made available for free, or at a reduced rate, and used in the direct production, inspection, or testing, of the goods produced and imported by the US Buyer”. Examples include but are not limited to tooling, fixtures, gauges, testers, assembly aids, and raw materials shipped to the supplier by the US Buyer. 当美国之外的供应商，发送货物到 GHSP 美国工厂时，可能会被要求提供制造辅件申明，该要求会在工装采购订单上阐明。制造辅件是指：“任何由美国采购方免费或低价提供给国外供应商并直接用于生产、检验或测试的相关物品”。例如但不仅限于有美国采购方发送给供应商的工装，工具，检具，装配的辅助工具和原材料等。

Chapter 3 Quality 质量

Chapter 3 Table of Contents 目录

1. Quality Expectations Scope 质量的期望范围

2. General Quality System 一般的质量体系

2.1. Maintaining and Communicating Certifications 维护和沟通认证

3. Supplier Assessment and Development Plan 供应商评估和开发计划

3.1. New Suppliers 新供应商

3.2. Existing Suppliers 现有的供应商

4. Advanced Product Quality Planning 先期产品质量策划

4.1. Supplier APQP Planning and Reporting 供应商APQP计划和报告

5. Process Sign Off (PSO) 过程签署

5.1. PSO Introduction PSO介绍

5.2. PSO Expectations PSO期望值

5.3. Sub-Supplier PSO 分供方过程签发

5.4. Capacity Verification vs PSO differentiation 能力验证与PSO的区别

6. Measurement System Analysis(MSA) 测量系统分析

6.1. MSA Introduction MSA介绍

6.2. MSA Expectations MSA的期望

6.3. Gauge Certification and Calibration 检具认证及校准

7. Statistical Process Control (SPC) 统计过程控制

7.1. SPC Introduction SPC介绍

7.2. SPC Expectations SPC期望

7.3. Initial Process Studies 初始过程研究

7.4. SPC Requirements for Special Characteristics (Critical, Significant and Pass-Thru) SPC要求的特殊特性(关键 重要 传递)

8. Production Part Submission Process 生产件提交过程

8.1. PPAP Introduction PPAP介绍

8.2. PPAP Applicability PPAP适用性

8.3. PPAP Process PPAP过程

8.4. Annual Revalidation Requirements年度PPAP重新验证的要求

8.5. Quality Documentation Retention质量文件的保留

8.6. Lot Traceability Requirements产品的可追溯性要求

8.7. Customer OEM Specific Requirements客户OEM的特殊要求

9. Quality Performance Monitoring 品质能力的监控

9.1. Key Process Indicators关键过程指标

10. Quality Deliverables质量交付

10.1. PPM Expectations PPM的期望值

10.2. Correcting PPM 修改后的PPM设定值

10.3. Degradation of process capability of Critical Characteristic对关键特性的过程能力退化

10.4. Degradation of process capability of Significant Characteristic重要特性的过程能力退化

10.5. Outgoing Inspection and Reaction to GHSP Incoming Inspection Concern for material shipping to GHSP China 供应商的出货检验项目有没有参考GHSP的进料检验项目

11. Supplier Chargeback 供应商索赔

11.1. Supplier Chargeback Communication & Expectations 供应商索赔的沟通和期望

12. Problem Solving Documentation 问题解决记录

12.1. Problem Solving Expectations 期望值

13. Supplier Management Reviews (SMR) 供应商管理评审

13.1. SMR Introduction SMR介绍

13.2. SMR Review and New Business Hold Criteria SMR的确认和新业务停止的原则

13.3. SMR Notice and Expectations of Conducting SMR Review SMR的通知方式和传递

13.4. SMR Exit Criteria SMR退出标准

13.5. SMR Escalation and Expectations of final resolution SMR升级的原则

14. Containment 围堵措施

14.1. Purpose of Containment for production 生产中围堵措施的目的

14.2. Pre-Production/Launch Containment Expectations 样品阶段和量产阶段围堵措施的要求

14.3. Containment exit expectations 停止围堵措施需要满足的条件

15. Supplier Request for Change 供应商请求变更

15.1. Supplier Product and/or Process Change Process供应商的产品和制程的变更流程

15.2. Supplier Deviation Request Process供应商偏差申请流程

15.3. APQP linkage to Process Change Request, PPAP and VA/VE APQP联动过程变化的要求, PPAP和VA/VE

1. Supplier Critical Part Data Submission 供应商关键零部件数据提交

1. Quality Expectations Scope 品质期望适用范围

All suppliers shipping to GHSP plants, including technical campuses, are expected to meet the quality expectations set forth in this section. Please contact your GHSP contact for questions on any topics covered in this section. 对所有出货给GHSP的供应商, 包括科研院所的品质要求陈列在本章。如果你有任何疑问义请联系对应的GHSP联络人

2. General Quality Expectations 总体质量期望

A solid systems approach to quality management is essential to achieve the level of quality required by today's demanding customers. Such an approach yields many benefits, including but not limited to: 在当今客户的严苛要求下, 一个可靠的质量管理系统是达到质量水准的必要因素。这样的系统性管理方法会带来许多好处, 包括但不限于以下几点

A common platform for Quality Management 构建一个质量管理的共享平台

Improved communication due to common systems 在制度下增加日常的沟通

Common format for training 共通的培训教材

Systemic Change Control and Improvement 系统变更控制和改进

Sustainable Improvement 可持续改进

2.1. Maintaining and Communicating Certifications 日常运作和交流的认可

The supplier is responsible to submit copies of the valid certifications, for each applicable facility, to GHSP Purchasing, including all renewals prior to the expiration of the current certificate on file. Failure to submit and maintain certification level established at time of approval by GHSP to our approved supplier list (ASL) may jeopardize future business. GHSP may verify compliance to the standard through process audits including verification of systemic corrective actions for problems. 供应商应负责向GHSP采购提交有效证书的副本, 包括所有到期前更新过的证书。未能在规定时间内上交证书以及保有原先证书水平的供应商则可能会因此影响未来的业务。通过审计流程包括对问题系统的矫正措施, GHSP可以根据相关标准验证供应商提交的证书水平

3. Supplier Assessment and Development Plan SAS/SDP 供应商评估和开发计划的SAS / SDP

For a new supplier or a new manufacturing location for an existing supplier to be added to the GHSP approved supplier list, a Supplier Analysis and Assessment audit (SAS) must be completed. GHSP may also perform similar audits on an as needed basis or instruct the supplier to complete a self-assessment. 在GHSP的供应商名单中加入了新的供应商或现有供应商简历了新的生产地点, GHSP必须要完成一份供应商分析和评估的报告(SAS)。另外, GHSP还会在必要的基础上做一份类似审核报告或者指导供应商完整自评

3.1 New Supplier SAS and SDP 新供应商SAS和SDP

The result of the SAS will be one of three outcomes: 1) The supplier demonstrates a benchmark management system that is likely to result in meeting our expectations with no supplier development plan (SDP) and is thus promoted to the preliminary approved supplier list for validation during a product

development cycle (award); 2) The supplier demonstrates an adequate management system with some risks that require a supplier development plan (SDP), approved by GHSP Purchasing and Supplier Development in order to be promoted to the preliminary approved supplier list for validation of product development in parallel with an execution of the improvements from the SDP ; 3) The supplier demonstrates significant weaknesses in their management system and is not promoted to the preliminary approved supplier list. SAS的结果将是三种结果之一:1)供应商展示了一个标杆性的管理系统,有可能在不需要供应商开发计划的前提下就可以满足我们的预期目标.因此,在产品的研发周期里开始供应商的逐步审定(需判定) 2) 供应商展示了存在一些风险的管理系统需要GHSP采购以及供应商开发人员通过研发计划来改进供应商名单中流出的最初过的产品研发的验证 3)供应商在管理系统中存在显著缺点,无法进入GHSP供应商名录

3.2 Existing Suppliers 现有供应商

Existing Suppliers will follow the same requirements as new suppliers in situations where the supplier is adding a manufacturing location that does not currently produce product for GHSP from that location. Existing suppliers may be required to support a GHSP led supplier assessment audit or conduct a self-assessment audit to be eligible to be considered for a preferred supplier status. 在新增的生产地点里目前部位GHSP生产货品的情况下,现有供应商要像新供应商一样按照同样的要求.现有供应商需要为GHSP提供供应商评估审核或者自我评估以提高或晋升供应商的地位

4. Advanced Product Quality Planning (APQP) 先期产品质量策划

4.1 APQP Planning and Reporting

APQP is an automotive industry standard, used when new products are introduced into the market to monitor launch activities for all suppliers regardless of the GHSP end product. This standard has been demonstrated, when followed, to result in a worry free product to which the GHSP brand is attached. The GHSP APQP tracking report can be found on the GHSP company website. APQP是一个汽车行业的一项标准,当新产品被推入市场时,APQP则用来监测所有供应商在投产期间的业务情况,除了GHSP最终的产品.这个标准已经证实GHSP的产品是被认为一个无后顾之忧的产品.GHSP APQP追踪报告可以在GHSP公司网站查阅

The supplier will be notified which parts require report out of APQP tracking. Program kick off meetings are often held to further communicate product/ manufacturing process development requirements as an integral part of the launch process. The Supplier Development Engineer(s) and Tactical Buyer(s) are the primary contacts throughout the launch. 供应商将被告知哪些部分需要提交APQP报告.作为研发过程的一部分,项目启动会议的召开通常是为了进一步交流产品/制造过程的开发要求.供应商开发工程师和战术采购在主要联络人

Suppliers may also be required to demonstrate conformance to unique OEM customer specific requirements and/or provide customer specific documents. If this is the case, the supplier will be notified accordingly. 供应商还需要各个OEM主机厂的特殊要求和/或提供客户特殊文件.如果有类似要求,我们将通知供应商

The suppliers are expected to manage their own APQP activities in accordance with their program timeline, which is constructed in a manner that is designed to deliver a fully vetted out production ready product/service. GHSP may provide feedback from time to time; however, the APQP process is to be managed by the supplier. The APQP report is a method to communicate supplier readiness to GHSP. Documentation and APQP process evidence may be required to be submitted throughout the launch process for review. 依照项目时间表,希望供应商能自主管理APQP活动,旨在建立全面确认通过的生产准备的

产品和服务.GHSP会不定期的提供反馈信息即使APQP是供应商自我管控的.APQP报告是一个能让供应商与GHSP有效沟通,交流的渠道.通过审查投产的过程,供应商需要提交APQP流程证据以及相关文档

All pre-production part container/packages must be identified with, at a minimum, the GHSP part number, quantity, revision level and purchase order number. Any pre-production parts that are shipped without proper identification as stated above may be returned at the supplier's expense. 所有预生产部分的集装箱/包装必须至少要确定他们的型号,数量,修订级别和采购订单号.任何预生产的货物如果没有确认好上述内容就出货给GHSP的话,那么GHSP会因此退货,并且相关异常费用由供应商承担

Prototype and non PPAP approved pre-production parts must have a full 6 piece dimensional/material/functional layout sent for each lot of a singular *production* event. This ensures that both the supplier and GHSP understand the maturation level of the product. 产品的软模件以及每个批次非PPAP批准的产品必须有一个完成的6pcs的全尺寸报告,材质报告,功能性测试报告用于各个批次产品的生产.这样供应商和GHSP双方都能了解产品的开发成熟程度

5. Process Sign Off (PSO) 过程签署

5.1 PSO Introduction

The Process Sign Off is an in depth, cross functional review of both the process documentation and the actual manufacturing process with trained personnel. By verifying conformance of the documentation as evidence of the intended process and then reviewing the production process is capable of producing quality parts in sufficient quantity for production, this enables GHSP to acquire a first-hand understanding of the supplier's production readiness. GHSP uses the PSO process as a tool to assure our customer that our suppliers meet all requirements. PSO在深度上跨越了文档以及实际生产的过程.作为签署过程的证据,通过验证文档的一致性,审核生产过程得知供应商有能力生产出质量上乘且产能充足的产品.这也使得GHSP能获得第一手的供应商产品信息.GHSP将PSO的过程作为向客户确认我们的供应商能满足他们所有要求的一种工具

5.2 PSO Expectations PSO期望

The PSO is required to be performed on all new parts or parts whose capacity has been modified*. Parts that have been identified to be of high risk will have a PSO led by a GHSP SDE. Parts that have an acceptable risk assessment will have a supplier led PSO event. Any product or process change that occurs after initial PPAP approval must be reviewed by GHSP to determine whether a new PSO is required regardless of what party will lead the event. PSO's are to be completed prior to supplying parts for saleable vehicles. PSO 需要在所有新品或者产能被修改过的产品上执行.如果一个产品被识别为高风险,则需要GHSP的SDE去实施PSO.被评估为风险可接受的产品也要求供应商自己做PSO.在初次PPAP审核通过后发生的任何产品或者流程变化必须由GHSP来决定是否需要一个新的PSO.在提供零件用于可销售车辆前供应商必须先完成PSO

5.3 Sub-Supplier PSO 分供方PSO

Suppliers are expected to conduct sub-tier supplier PSO assessments prior to the PSO for the product made for GHSP. Sub-tier supplier PSO assessments are not requirement for bulk materials provided that sub-tier supplier has confirmed they have adequate capacity to meet the contractual demand. 供应商期望带领分级别供应商PSO评估之前为 GHSP的产品签发PSO.我们希望供应商在完成产品的PSO前完成二级供应商的PSO评估,鉴于二级供应商有足够的能达到合同上的要求.散装物料的供应商不需要做PSO评估

5.4 Capacity Verification vs. PSO (Run at Rate) 产品验证VS PSO（量产试做）

The PSO event is not synonymous with capacity verification. The PSO event is focused on the end item manufacturing stream and does not account for shared process capacity within the manufacturing cell or upstream of the production line. A separate capacity analysis will be required by the supplier to validate that the supplier has adequate capacity to meet average per week and maximum per week (APW/MPW) requirements. The supplier will work with the tactical buyer to determine the quantity and production time required for capacity verification. Unless otherwise specified, the Ford Capacity Analysis (CAR) form will be used. <http://www.ghsp.com/Suppliers/Standards/> PSO项目并不是产品验证的代名词。PSO重点放在制造过程的确认,并不统计制造部分或者生产能力.供应商需要专门对产能进行分析来验证是够有足够的产能来达到每周要求的平均值以及最高值的要求(APW/MPW).供应商将与采购员合作以决定产能验证所要求的数量以及生产时间.除非另行规定,一般使用福特的产能分析表(CAR)

**For example; manufacturing capacity can be increased by way of additional capital and/or tooling or capacity may be decreased to support service parts through a process flow re-design converting to a less automated means to re-use capital for higher volume production requirements.*

例如:制造能力可以通过额外的工装和模具,设备提高,降低制造能力来支持服务的部分可以通过重新设计,转变的方法.达到更高产品的需求

6. Measurement System Analysis (MSA) 量测系统分析

6.1 Measurement System Analysis Introduction

AIAG's Measurement System Analysis Manual (and applicable Customer Specific Requirements) describes the methodology for determining if the measurement technique(s) and equipment are capable of collecting accurate data to use for decision making, up to and including driving improvements. MSA is a complex activity requiring expertise and a strong understanding of statistics to accurately interpret the results and solve issues as they arise. Gauge Repeatability and Reproducibility is commonly referred to as GR&R, but linearity, bias and stability studies are also required elements as described in the AIAG MSA Manual. In general, the GR&R study should use the full range of part to part variation from the process, which represents expected sources of variation. It is a good practice to collect parts over as many process set ups as possible. AIAG测量系统分析手册（以及适用的顾客特殊要求）描述了一个是否有测量能力技术和设备,收集到准确的数据用以作出判定和推动进步的方法。MSA是一项复杂的工作,它需要有专业的知识和很强的数据统计理解能力用以准确的解释结果以及解决提出的问题.测量重复性和再现性经常被称为GR&R,但是线性,偏差,稳定性研究等同样需要在AIAG MSA手册中所描述的因素.通常,GR&R的研究应该使用全部的测量范围区间,

6.2 MSA Expectations MSA期望

Most MSA studies are performed by using software. It is expected that all GHSP suppliers validate the software they are using through the application of a standardized input data set and check using corresponding expected output results. Example validation data sets are available on the GHSP website. 大多数MSA研究运用软件进行。我们期望所有的GHSP供应商通过标准化的数据输入应用来验证他们正在使用软件并使用相对应的输出结果来检查.验证数据集范例可以在GHSP网站中查找

For variable studies used for PPAP, the GHSP preferred method for calculating Gauge R&R is by using the Analysis of Variance (ANOVA) method with 10 parts, 3 operators and 3 trials, since the ANOVA method enables the assessor to separate out the variation coming from the interaction between the part and the operator whereas the Average and Range or Range methods do not. An initial MSA such as a percent tolerance method should be conducted early with parts from multiple runs (prototype, first shots from production and early maturation runs) to validate that the measurement system is acceptable prior to the

significant production run. Prior to conducting the Initial Process study for PPAP; the MSA must be done with parts selected from the data set used for the initial process study. The supplier will report the number of distinct categories. Documentation as evidence of these evaluations will be readily available for review and submitted to GHSP per AIAG PPAP requirements as requested. 由于用于PPAP的研究多样化,GHSP选择计算GR&R的方法是通过使用变量分析法(ANOVA)进行的.这个方法进行的对象需要10个部件,3个测量员,以及3次测量结果,ANOVA法可以使测量员将变量从部件及操作中分离出来,而ARR法则不能.初始的MSA分析,比如百分比容差法应及早多次运行部件来验证生产运行前该量测系统是可以接受的.在进行PPAP初始流程研究前,MSA必须与从数据集中选出的部件一起进行初始过程研究.供应商需要上报不同部件种类的数量.并存档作为证据,需要作为PPAP的提交项给GHSP审核

6.3 Gauge Certification and Calibration 检具的认证和校验

All part specific gages or checking fixtures used for GHSP product quality will be dimensionally certified as part of initial PPAP and evidence of compliance to drawing included with the PPAP package. Gauges and checking fixtures will have a MSA/gage R&R completed. All gauges or measuring instruments used for controlling GHSP product must be calibrated annually, unless frequency is higher based on manufacturer's recommendations or required based on what is learned from the stability/linearity/bias studies. 所有用于GHSP产品上的检具以及量测支架的尺寸认证是初始PPAP的一部分,也将作为符合PPAP的证据.检具及测量支架需完成MSA和GR&R.除非供应商推荐更高的校验频率,否则所有用于控制GHSP产品的检具及测量工具必须每年进行至少一次校验

6.4 Gauge R&R Acceptance Criteria GR&R的接收标准

Variable: Gauge R&R as a percent of study variation* of less than or equal to 10% is acceptable with a minimum number of distinct (n.d.c) categories ≥ 5 . The study variation should be representative of the production runs with all known sources of variation. We understand that it is not always feasible to intentionally change sources of variation such as raw material lot variation. GR&R acceptance needs to be in context relative to the initial process or long term process studies (whichever apply) as the GR&R as a %SV is inversely proportionate to the amount of process variation. In the special case where the manufacturing process is very capable, stable and in statistical control; generally a $Ppk > 2.5$, the GR&R % study variation may be in excess of 10%. In this case, the percent tolerance method may be used. In this case, the number of distinct categories requirement is not required, the values on the range chart are not always within control limits and more than 50% of the values on the Xbar chart may be inside the control limits. If the %Tolerance method is applicable, a value of less than or equal to 10% is acceptable. GR&R作为百分比研究的变量,当n.d.c大于等于5时,R&R百分比小于等于10%是可以接受的.研究的变量应该是代表生产运行与所有已知变化的来源,我们知道故意的改变变量来源比如原材料的变量并不总是可行的.GR&R验收是百分比容差法与初始过程或者长期的流程研究成反比的一个变量过程.在特殊情况下制造流程是由有能力的,稳定的,有统计控制的.通常情况下,PPK大于2.5时,GR&R研究变量就会超过10%.在这样的情况下可以使用百分比容差法.而不同种类的数量需求就不能达到要求,图标范围的值也不会一直在控制范围内,X线图上超过50%的值可以控制范围之内.如果百分比容差法可以实行的话,那么小于等于10%的值也是可以接受的

Results* Interpretation 结果说明

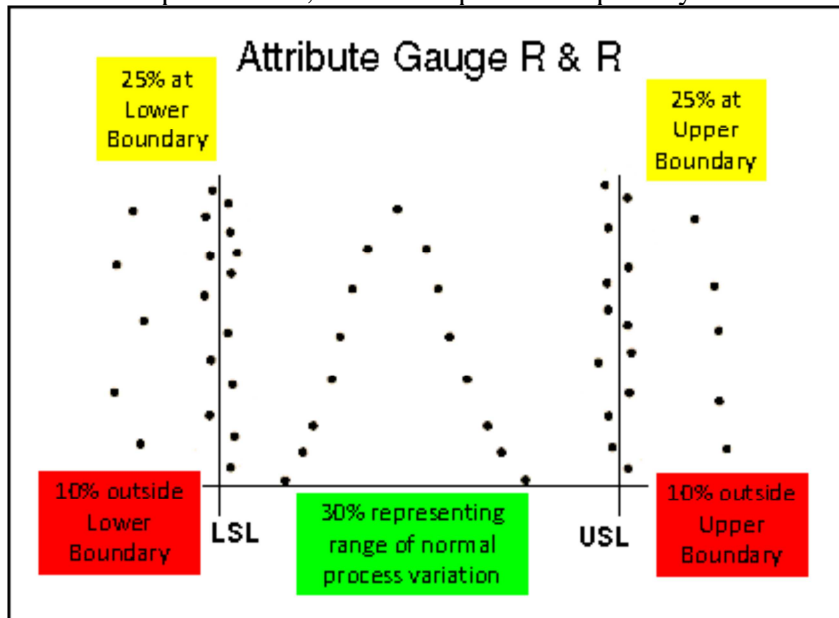
GRR < 10% The GRR meets the acceptance criteria GRR 是可接受标准

GRR > 10% < 30% The GRR does not currently meet the acceptance criteria and risk of shipping non-conforming product requires guard banding until improvements can be made to meet acceptance criteria.

GRR未达到可接受标准,运送不合格产品的风险加严措施直到产品改进后达到标准

GRR > 30% The GRR does not currently meet the acceptance criteria and requires improvements to be made to meet acceptance criteria. Further, gage cannot be used to for production control methods. . GRR 目前尚未达到可接受的标准范围, 并需要改进以达到预期的标准. 另外, 计量器用于作为生产控制的工具

Attribute: The attribute gauge must reject all parts outside the specification limits. Rejecting good parts may be acceptable if the throughput/capacity losses are acceptable to the team. All Kappa values should be greater than 0.75. Kappa values less than 0.75 may be acceptable if the reason is limited to operators rejecting good parts. The parts used for the attribute study should follow a normal distribution to adequately determine the gauges ability to properly determine if the gauge is capable to separate acceptable from non-conforming throughout the full range of variation and product tolerance. As a general guideline 50% of the parts should be evenly split between the upper and lower tolerance. 30% should represent the expected process variation (selected from initial process capability) and 20% of the parts should be split evenly outside the specification, even if the parts are “specially” manufactured to represent these conditions.



7. Statistical Process Control 统计过程控制

7.1 SPC Introduction

AIAG's Statistical Process Control Manual (and applicable Customer Specific requirements) describes the methodology for assessing variation as well as analyzing and monitoring processes. SPC is a complex concept requiring expertise and a strong understanding of statistics to properly apply the technique(s), interpret the results and solve issues as they arise. GHSP expects suppliers to have resources that have proper knowledge and practice in statistical theory to ensure appropriate application of techniques. While the AIAG PPAP manual sets forth requirements, there may exist exceptions where it is improper to blindly use these approaches. AIAG的统计过程控制手册（与适用的顾客特殊要求）描述了评估的变差以及分析和监控流程的方法。SPC是一个复杂的概念，需要对统计技术的专业知识和充分理解，以恰当的应用这些统计技术，合理解释出现的结果并解决出现的问题。GHSP期望供应商有适当的知识和实践中的统计理论以确保可以合理应用这些统计技术。不可滥用这些统计方法。

7.2 SPC Expectations

GHSP expects suppliers to be proficient in the use of Statistical Process Controls in accordance with the current revision AIAG Statistical Process Control manual and apply SPC as appropriate in their processes. **SPC期望:** GHSP期望供应商熟练掌握AIAG统计过程手册规定的相关工具, 并将其运用到具体的流程中。

7.3 Initial Process Studies-

The purpose of the Initial Process study is for the manufacturer to determine if the manufacturing process is likely to produce product that will meet customer requirements. These studies, by their nature, are short term and will not predict the effects of variation over time. Initial Process studies that are assessed by using software are expected to be validated by using standard input data and checked using corresponding expected output results. Example validation data sets are available on the GHSP website.

初始过程能力研究

初始过程研究的目的是为了确认制造商制造出的产品, 是否满足客户要求。这些研究, 就其性质而言, 是短期的、无法随时间的变化进行预测。初始过程研究, 利用软件进行评估, 通过输入标准的数据以期得到期望的预测结果。范例确认数据可在GHSP网站上得到。

7.3.1 Design Records without Critical or Special Characteristics: Suppliers must conduct an initial process study on at least 1 product characteristic that would indicate to the manufacturer the level of process stability and predict if the process is expected to meet customer requirements.

设计记录不含关键特性或特殊特性: 供应商必须对至少一个特性进行研究, 以确认供应商过程的稳定水平是否满足顾客要求。

7.3.2 Design Records with Critical and Significant Characteristics:

含有关键特性和重要特性的设计记录

Suppliers must conduct an initial process study on each unique Critical and/or Significant Characteristic(s). 供应商必须对每个关键特性和重要特性进行初始过程的能力研究。

7.3.3 Conducting Initial Process Studies:

进行初始过程能力研究

Suppliers conduct studies by using at least 125 data points (sample size), sub grouped into 25 groups with a subgroup size of 5, sampled from their significant production run using the expected range of variation from the manufacturing process (e.g the actual manufacturing environment, all tools, all cavities, all manufacturing process streams and expected manufacturing cycle time.). The study must start by analyzing if the process is in statistical control on an X-bar and R chart. If the process is stable, then the supplier must evaluate normality and determine the capability index. If the process is stable but not normal, then the data should be matched to the best fitted distribution for calculating the capability index. If the process is not stable, the supplier must determine and eliminate the sources of the special cause(s) and repeat the study(s) until the stability criteria can be met.

供应商进行初始过程能力研究, 取125个数据, 子组数为5的25组数据, 按预定的取样规则从制造过程取得数据(考虑到实际生产环境, 所有的工具, 所有的模腔, 所有的制造流程和制造周期时间等因素)。如果过程处于统计受控状态, 须使用X-bar图和R图。如果过程是稳定的, 可直接评估过程能力指数。如果过程是稳定但非正态的, 那么数据作相应转换以计算过程能力指数。如果这个过程是不稳定的, 供应商必须确定和消除特殊原因的来源, 重新进行研究。

7.3.4 Acceptance Criteria for Initial Process Study初始过程能力研究的验收标准

Results Interpretation

*Index \geq 1.67 the process currently meets the acceptance criteria*这一过程目前符合验收标准

Index<1.67 The process does not currently meet the acceptance criteria and risk of shipping non-conforming product requires modified control methods that are 100% effective until process improvements can be made to meet acceptance criteria.

该过程目前不符合验收标准，存在发送不合格产品的风险，需要调整控制方法，在达到过程能力的验收标准之前，产品须100%全检。

7.3.5 Advanced Statistical Techniques 先进的统计技术

Suppliers with resources with demonstrated understanding of statistics are encouraged to apply more sophisticated techniques (for example, Johnson's Transformation in the event the initial process study is not normal or use long term historical standard deviations in place of the short term standard deviation). 鼓励供应商采用先进的统计技术。（例如，如过程不是正态的，可使用江森转换对数据进行处理；使用长期的标准差替代短期的标准差）

7.4 Control Requirements for Special Characteristics: 特殊特性的控制要求:

GHSP has 3 primary Special Characteristics: 1) A Critical Characteristic is a feature if non-conforming has a high likelihood of causing a safety critical failure on the GHSP end item or a severity of ≥ 9 on our DFMEA. 2) A Significant Characteristic is a feature that if non-conforming, would have a high likelihood of affecting customer satisfaction. A Pass-Thru Characteristic is a characteristics associated with a GHSP customer requirement (OEM) that is NOT inspected in the GHSP process and if non-conforming would have high likelihood of being passed onto GHSP's customer. 3) PTC inherently has higher liability risks to the supplier if a non-conformance is found. The Symbols are shown below

GHSP有3种特殊特性:

- 1) 关键特性: 在GHSP的客户端，该项目不合格会产生安全失效的特性；DFMEA中的严重度 ≥ 9 。
- 2) 重要特性: 如果不合格发生，会导致客户满意度下降的特性。
- 3) 传递特性: 供应商具有较高的责任风险，该特性无法再GHSP的生产线上进行识别，如果发生不合格，会直接影响到客户装配。

标记如下:

CC – Critical Characteristic is denoted with a star outline symbol 用空心星号表示

SC – Significant Characteristic is denoted with a solid star symbol 用实心星号表示

PTC – Pass-Thru Characteristic is denoted with a PTC Flag 用PTC旗子符号表示

7.4.1 Critical Characteristics(CC) 关键特性 (CC)

CC's require controls which prevent shipment of any non-conforming product regardless of the location in the supply chain (Tier 1 through Tier N) of the manufacture of the physical characteristic(s) associated with the Critical Characteristic. Prevention controls may be 100% error proofing or 100% error detection with 100% machine segregation locking out defective parts from potentially getting mixed. Ongoing SPC is required with data records retained. Supplier may use the long term control charts as evidence of meeting ongoing process capability requirements for annual revalidation PPAP. 关键特性要求，在整个供应链（包括从一级供应商到N级的供应商）过程中避免不合格品的发运。关键特性的控制方法，建议做防错或者全检。须进行持续SPC监控并保留记录。供应商可以使用长期控制图作为年度再验证PPAP提交过程能力要求的证据。

Any component supplied to GHSP that includes a critical characteristic designation shall conform to section 16 of the Global Supplier Standards Manual, Supplier Critical Part Data Submission. 任何交付给 GHSP 的产品，如果含有关键特性，则需要按本手册 16 小结中的要求，提交年度数据。

7.4.2 Significant Characteristics(SC) 重要特性 (SC)

Ongoing SPC is required with data records retained. Supplier may use long term control charts as evidence of meeting ongoing process capability requirements for annual revalidation PPAP. 须进行持续SPC监控并保留记录。供应商可以使用长期控制图作为年度再验证PPAP提交过程能力要求的证据。

7.4.3 Pass Thru Characteristic(PTC) 传递特性 (PTC)

There are no specific SPC requirements for PTC's. However, supplier will be liable for 100% of costs from GHSP's customers related to any non-conformances of a PTC. Error-proofing or 100% end of line failure detection is strongly encouraged. 没有SPC监控要求。然而，供应商须承担GHSP客户端因PTC特性不合格所产生的所有费用。强烈建议供应商采用防错或者在线的100%不良探测。

8. Production Part Submission Process (PPAP) 生产件提交过程

8.1 Supplier Part Submission Introduction

Supplier PPAP activity is primarily for the manufacturer and not for the customer. The PPAP submission is a documented physical and functional inspection process to verify that defined manufacturing methods are capable of producing an acceptable product as specified by applicable customer design records such as engineering drawings, material and/or performance specifications, purchase orders, etc during actual production at a given quoted rate. 供应商PPAP活动主要是对制造商而不是对客户。PPAP的提交是为了检查和确认供应商的制造和生产是否能够满足客户设计记录，如工程图纸，材料和/或功能规范，订单，并确认实际生产是否满足报价时的生产节拍。

GHSP utilizes common industry practices and forms as outlined in the AIAG Production Part Approval Process manual (latest published version). Suppliers are required to follow these standard practices when preparing to PPAP to GHSP. Suppliers are expected to execute ALL applicable elements of PPAP regardless of what evidence we request the supplier to submit for approval. GHSP submission requirements also include International Material Data System (IMDS) reporting, regionally accepted equivalent documents and other documentation required by specific OEM customers.

GHSP依照的是AIAG《生产件批准程序》手册（最新版本）。要求供应商按照《生产件批准程序》手册要求进行PPAP提交，手册中提到的所有相关报告，都要求供应商提交。GHSP提交要求还包括国际材料数据系统（IMDS）报告，地方接受的等效文件和其它OEM客户特殊要求的文件。

8.2 Supplier Part Submission Applicability

Suppliers to GHSP are required to prepare and provide part submission packages for new parts, corrections to a previous submission, engineering changes, and any other changes to design, process or facility. Submission and subsequent GHSP approval is required PRIOR to first production shipment. Any material received at GHSP from an unapproved PPAP will be deemed non-conforming. In the event that unapproved material passes through our organization and is shipped to an OEM, such material will be deemed non-conforming and all liability of costs to quarantine and replace the end product will be the supplier's sole responsibility, including freight and transportation.

供应商需要向GHSP在以下情况提交PPAP：新零件、对以前提交零件不符合的纠正、工程变更、以及其他任何设计的更改、过程变更和生产场地变更。首批出货前需要得到GHSP的认可。GHSP接收到的任何未被PPAP批准的物料将被视为不合格品。如果未经批准的材料经过GHSP装配成总成发往OEM，那么这些总成将被视为不合格品，所有不良品的隔离、更换以及运输的所有费用，包括空运和一般陆运，都由供应商承担。

Submission process applies to initial production runs using planned manufacturing processes, tooling, equipment, materials, and operators to validate a significant quantity of parts for future use. Prototype parts

or parts built using methods different from those intended for the normal production process are not considered to be initial production runs, nor are subject to part submission requirements (unless specifically communicated by the appropriate GHSP quality contact for the program).

PPAP认可过程的生产，必须在生产现场使用与量产相同的制造过程、工装、设备、原材料和操作者，生产一定数量的产品。如有违反，此次的PPAP生产将视为无效，除非有GHSP的批准。

Additional details regarding other planned changes and related submission requirements can be found in Section 15-Supplier Request for Change.涉及到其他变更以及提交要求，可参考第15节《供应商变更申请》

8.3 Supplier Part Submission Process 供应商提交的过程

For new launch business, the start of production date and PPAP timing requirements are communicated by the designated buyer in the sourcing events. The GHSP Supplier Development Engineer (SDE) will communicate what elements of PPAP are required to be submitted using the Supplier APQP Report form. 对于新项目，采购工程师将会向供应商传达PPAP和量产的时间节点。GHSP的供应商开发工程师（SDE）会与供应商沟通，PPAP中的哪些项目需要提交，按照供应商APQP报告的提交方式进行提交。

For current production business in North America, the GHSP Supplier Quality Engineer (SQE) will communicate what elements of PPAP are required for submission. For current production business in Asia, the GHSP SDE will communicate what elements of PPAP are required for submission.

目前在北美GHSP，供应商质量工程师（SQE）将传达关于PPAP提交项的要求。在中国，SDE将传达关于PPAP提交项的要求。

The supplier is responsible to prepare and submit the PPAP package to the designated GHSP representative (SDE/SQE) for approval. Unless otherwise stated, Level 3 submission is required for parts used for the GHSP significant production build for the purpose of PV testing. The GHSP representative may choose to validate the PPAP submission package content at the supplier's facility. At GHSP's discretion, a submittal review may also be conducted at a supplier's sub-tier suppliers.

供应商负责准备和提交PPAP文件到指定的GHSP负责人（SDE/SQE）进行批准。除非另有规定，须按照等级3进行PPAP的提交，供应商的PPAP提交件将用于GHSP总成PV测试件的生产装配。GHSP的PPAP负责人可以选择在供应商的工厂现场进行PPAP的确认工作。GHSP有权要求对供应商的分供方进行审核。

The submission package is approved or rejected based on conformance to all requirements. The GHSP representative notifies the supplier of disposition and documents status in the submission package.

Suppliers are expected to submit conforming PPAP's and not use the customer to inspect the quality of the submission. Failure to submit conforming PPAPs may result in customer service PTR's and if a pattern of submitting defective submissions is detected, it may result in GHSP notifying the supplier's registrar of the systemic breakdown. A signed approved PSW warrant from GHSP signifies that supplier has authorization to ship parts for production per the MRP requirements. The first shipment of the production parts from a PPAP will be marked on the outside of the packaging **"First Shipment of PPAP Approved Parts"** to communicate to the GHSP production facility. If the submission package is rejected, the designated representative works with the supplier to resolve any discrepancies and to establish timing for a revised submission. Production shipments cannot begin until part submission approval is received. GHSP may choose to approve a Supplier Deviation Request or grant an interim approval if it is necessary to utilize the parts prior to full submission approval. Suppliers are responsible for implementing additional containment

measures that protect the customer during the period in which the Interim PPAP Approval or Approved Deviation is effective. Suppliers are responsible for the costs related to resubmission.

供应商提交材料与GHSP所提要求的符合性，作为PPAP被批准或被拒绝的依据。GHSP的PPAP负责人负责通知供应商所提交PPAP的签署意向。GHSP希望供应商提交符合要求的PPAP资料，如供应商提交PPAP失败，可能会收到缺陷模式为客户服务方面的PTR，一旦发生PTR的客诉，供应商须按照要求进行相应整改。GHSP签署批准的PSW意味着供应商可以通过MRP系统向GHSP发送量产的产品。首批发运的产品需要在外包装上标识“首批PPAP认可零件”。如果供应商提交的PPAP未获批准，指定代表GHSP负责PPAP的负责人需与供应商解决符合性不一致的问题，并设立重新提交的时间计划，直到零件被全部批准。GHSP有权在零件正式批准之前，偏差接收或临时批准。供应商需要增加临时措施，以保证在临时批准或临时偏差期间，确保最终客户的利益不受损害。涉及到重新提交所产生的费用，由供应商负责。

8.4 Annual Revalidation Requirement年度再验证的要求

GHSP suppliers will complete an annual revalidation in order to demonstrate continued conformance to proper engineering levels and performance to design intent. The annual revalidation will be documented on the supplier's production control plan. The annual revalidation will be completed and available upon request for parts produced more than 1 year from the last full PPAP approval date. Suppliers are not required to submit annual packages unless requested. However, suppliers are responsible to develop a system to conduct annual revalidation, independent of GHSP's request and annual revalidation submission packages should be readily available according to the retention policy described in Section 8.5. If a report is not requested, suppliers shall report the date when the validation was completed to the GHSP Supplier Quality Engineer. Annual revalidation packages require a minimum:

GHSP的供应商需要完成年度再验证，其目的是为了持续验证与工程变更水平的符合性以及图纸及规范要求的符合性。年度验证的要求需要在供应商的生产控制计划中体现。PPAP的有效期为该零件被完全批准后的一年内，超过该有效日期，需要重新提交PPAP资料。除非GHSP的SQE要求，不需要按等级3全部提交。然而，供应商应开发一个系统进行年度再验证，进行自主年度再验证的工作，相关记录按照8.5章节予以保留。如果报告不要求提交，供应商应当在年度再验证完成后向GHSP的SQE报告完成日期。年度再验证至少需包括以下文件：

1) 6 piece dimensional layout with all cavities represented if mold has ≤ 6 cavities

6件全尺寸/所有模穴（模穴数 ≤ 6 ）

2) Material Certifications less than 1 year old, unless raw material turn is ≤ 1 turn per year. 一年以内的材料证明，除非原材料的周转周期过长。

3) Annual Performance testing (DVP&R) per Annual Revalidation or Continual Conformance section of control plan approved at original PPAP. 年度性能测试（DVP&R）每年度再验证的计划应体现在控制计划中，并在PPAP时进行批准。

4) Long term data that demonstrates that all SC's and CC's are capable and are in statistical control. Control charts are acceptable provided the control limits are consistent with an Index >1.67 and there is supporting evidence of adequate reactions to all out of control points.

所有的CC和SC特性的过程能力是足够的并处于统计受控状态。控制限的设定须保证过程能力指数大于1.67，对所有超出控制限的点必须有对应的反应计划。

Non-conformances found during the annual revalidation process must follow the corrective action (8-D) methodology including notifying GHSP that supplier is containing the defect. If the issue cannot be

contained, then the supplier must stop shipment and immediately contact the buyer to determine action plan. 年度验证过程中发现的不符合，需要供应商提交纠正措施报告（8D），并通知供应商立即整改。如果该问题不能被有效遏制，那么供应商必须停止发运并立即联系采购工程师确定后续的行动计划。

8.5 Quality Document Retention 质量文件的保留

Suppliers to GHSP will maintain quality records such that they are retrievable and legible upon request by GHSP. GHSP requires record retention duration of 10 years from initial full PPAP approval. Records related to nonconforming product for trend analysis and problem identification will also be maintained for the same period of time. This requirement extends into sub-tier 1 through N.

GHSP要求供应商保存质量记录，并要求这些质量记录它们是易于获取的、易读的。记录保存期限为首次PPAP批准后的10年。有关不合格品的相关趋势分析和问题确认记录，保存期限要求与质量记录的保存年限要求相同。这一要求需要被延伸到所有层级的分供方。

8.6 Configuration Control and Lot Traceability 批次控制和追踪

The supplier will be responsible for controlling/tracking the actual configuration of material of parts to the approved engineering documents in addition to any changes to ensure that the end product meets specified functional and physical requirements as contracted. Additionally the supplier will have a robust system in place to provide (upon request) lot or part traceability back to the raw material stock for all material shipped to GHSP. 供应商将负责控制和追踪零件的批次，并确保零件的要求符合设计报价时的设计规范。此外，供应商需要有一个系统保证，当有需要时，能将零件或材料的可追溯信息及时提交给GHSP。

8.7 Customer Specific Requirements 顾客特殊要求

Suppliers must also meet all applicable OEM Customer Specific Requirements (CSR), as specified in the supplier statement of work and must be able to show records of compliance. The applicable requirements are exclusive to those that are in the public domain including the GHSP website, AIAG websites and OEM specific websites. Requirements that are only available in secured locations (username/passwords) that are not made directly accessible to GHSP suppliers by OEM's are excluded from this requirement. Exceptions to CSR's must be resolved and reflected in the statement of work or on the design record, if exception is related to part form, fit or function. 供应商还必须满足对应的OEM客户的特殊要求（CSR），并能够提供证据证明此符合性。顾客的特殊要求可在GHSP的网站、AIAG的网站和OEM指定的网站上查询。OEM网站的帐号和密码，有可能不会向GHSP的供应商直接开放，GHSP的供应商可忽略此要求，顾客的特殊要求由GHSP向供应商传达，有顾客特殊要求相关的部分如涉及零件的成型、装配和功能的，须体现在零件的设计记录中，实际生产中如有不符，须立即解决。

9. Quality Performance Reporting 质量绩效报告

9.1 Key Process Indicators

Key Process Indicators (KPI's) are used by GHSP to measure the effectiveness of internal business processes. Suppliers are required to define KPI's that are relative to their operation, set targets for these metrics, measure them relative to the established targets, report their findings, and develop improvement plans based on the results. KPI's are to be regularly reviewed by management and must be available upon request during an SMR event. Examples of KPI's that are relevant to a manufacturing facility may include (but not limited to): 关键过程指标（KPI）均采用GHSP来衡量内部业务流程的有效性。供应商应制定KPI的，相对于他们的操作，对这些指标设定目标，衡量他们关于已建立的目标，报告他们的研

究结果，并根据结果制定改进计划。在可用的SMR事件需求期间及管理人员对 KPI进行定期回顾。
有关制造场所的KPI例子：（但不限于）

Quality Measures Manufacturing 制造质量的措施

Customer PPM Schedule Attainment 客户PPM计划的达成

Internal PPM Scrap % 内部PPM废品率

Repeat Problems post Corrective Action Inventory Costs 重复问题后纠正库存成本

Supplier PPM First Time Capability (FTC) 供应商PPM首次能力（FTC）

Shipping Safety 安全运输

On time delivery Lost time Accidents 准时交付损失事故

Premium Freight Costs Recordable Accidents 额外运费成本可记录事故

10.0 Quality Deliverables 质量交付要求

10.1 PPM Expectations

The expectation for supplier performance is 0 PPM (0 defects) 供应商绩效的期望值是0 ppm（0个缺陷）

Product that is received into GHSP facilities that does not conform to the drawing specification(s) and /or agreed upon standards will be counted against a suppliers PPM record. Quantities will be reported in the units of measure in which they are purchased. This applies to production parts. **The following conditions are considered Quality PPM designated by A, B or C rank PTRs:** 对于GHSP各个工厂收到的不符合图纸规范（S）和/或其他的标准的产品，将记录供应商的PPM。此项适用于生产零件，以下提及的几款条件将记录A，B或C级的PTR，并算入质量的PPM中。

Production Parts that do not meet drawing specifications, dimensional, functional and/or appearance standards as called out in the specification or from an approved boundary sample by a GHSP representative. 生产件不符合图纸规格，尺寸，功能和/或外观标准规范，或不符合由GHSP签署批准的边界样品。

Production parts damaged as a result of inadequate packaging, regardless of GHSP approval of the packaging form. Production parts damaged from transportation for which the supplier is responsible. 生产件由于包装不当导致损坏，不论GHSP是否批准其包装规范。由供方负责的运输过程中的生产零件的损坏。

Shipments that are received with mixed parts or parts that are the wrong revision level after the clean point has been established. Reject/Defect quantity is for the quantity of incorrect parts only. 断点之后有混料或是发出错误版本的产品。判退或NG品数量仅针对不正确的零件数量。

Any defects outside the boundaries of an approved deviation for cases where supplier may be shipping prior to PPAP approval. 供应商发出PPAP批准之前的且超出偏差边界的样品。

Out of specification parts shipped prior to PPAP approval without an approved deviation. This includes production samples used during product development cycle (launch) that have a design record at REL level or beyond. PPAP认可前的未经偏差许可的超差件。

The following are examples of situation where Quality PPM is not applicable: 以下的集中情况属于不适用于质量PPM的案例：

Parts that meet drawing specifications and/or boundary sample requirements but are not useable. 零件符合图纸规格和/或边界样品需求范围，但不是可用的。

Parts that meet drawing specification and/or boundary sample requirements that are rejected by a GHSP facility. 零件符合图纸规范和/或边界样品范围，但是被GHSP工厂拒收。

Parts that have not been released for production (i.e. not at revision REL or beyond on a design record). This excludes prototype parts off prototype tooling. 尚未发布图纸的产品（即没有REL版本或其他有效设计记录）。这不包括样件模具打出来的样件品。

Parts that have an approved deviation for a non-conforming condition(s); these parts cannot be assigned PPM if the problems is only associated with the deviated characteristic. 对于已经批准了偏差申请的NG品，不计入PPM。

10.2 Correcting PPM PPM纠正

When a quality issue requires containment, the suspect material must be sorted 100% for all material including parts at all GHSP locations, in inventory at supplier, and material in transit. If suspect parts are removed from the GHSP location (and moved to non-nettable inventory) and sorted off site (at supplier or 3rd party) the supplier must complete the sort and return certified material to GHSP in a timely manner including reporting any defects found. The plant will update the PTR defect quantity in accordance to the finding. A timely manner is defined such that the GHSP production facility is uninterrupted by the sorting activity. Suppliers are encouraged to work with GHSP materials planners to understand when they need certified material to maintain uninterrupted production schedules. If a supplier identifies, communicates and takes appropriate action to correct a potential problem before the problem is identified or before parts are used in a GHSP facility, then the parts will not be counted against PPM and no points will be deducted from the supplier's scorecard. Suppliers may authorize scrapping material if it does not interrupt GHSP production.

Parts which are out of specification may be used "as-is" with an approved deviation signed by GHSP Engineering and Quality representative, if the purposed is to maintain production to prevent potential interruption at GHSP's end customer. In these cases, PPM may be assigned based on risk, non-conformance history, and severity as determined by the DFMEA from GHSP Engineering. 当一个质量问题需要临时遏制措施，所有在供应商端的，在途的及GHSP的各个工厂的可疑品库存需要做100%全检。当所有可疑品完成由GHSP或者GHSP指定的第三方完成筛查后，供应商需及时提交筛查后的OK品，并且汇报所有的筛查结果。各个工厂会在PTR系统中更新缺陷品数量。供应商必须确保在筛选过程中不影响GHSP的正常生产，在此，GHSP鼓励供应商出现必须全检可疑品的情况下，与GHSP的物料计划员及时沟通GHSP的生产计划，以便能第一时间提供筛查后的OK品交付生产。如果供应商在NG品发送至GHSP工厂前即以识别出产品缺陷，并与GHSP及时沟通，则此类问题不计入PTR系统中的PPM，也不影响供应商积分卡的得分；在供应商不影响GHSP正常生产的情况下，供应商可在得到授权后报废这些NG品。

在不影响GHSP及GHSP的最终客户生产中断的情况下，并且GHSP工程和质量代表签字认可了偏差申请后，超差零件可以上线使用，但须根据过往缺陷历史，GHSP工程部门发放的DFMEA的严重度及综合考虑其他风险后，计算PPM。

10.3 Degradation of Quality Control of Critical Characteristic. 关键特性的质量管控失效后的措施说明

A Critical Characteristic is considered the highest level issue within GHSP because of the safety and liability implications that could occur as a result of the non-conformance(s). In the event that a Critical

Characteristic(s) are found to be non-conforming after the production controls, per the control plan, were executed, this is an indication that the control system has degraded (worsened). Supplier containment and immediate notification to request approval for a change in production control plan will be required until such time the root cause(s) can be identified, verified and corrected. Containment can take the form of a downstream error proofing activity on the GHSP assembly line provided that the supplier agrees to fund the costs and GHSP is able to maintain cycle times. The goal is the most effective detection method of the defect. **One CC defect is one defect too many.** 对于影响安全及法规条款的特性，GHSP定义其为关键特性，并对这些特性进行最高等级的管控。如果出现CC项在量产后按照控制计划管控后，仍发生不良，则表明供应商的质量管控系统处于失控状态。供应商必须第一时间采取遏制措施，并且更新其生产控制计划，交由GHSP批准，此过程直至供应商识别出问题的根本原因，并且验证并实施修正措施后退出。遏制措施必须经过下游的GHSP产线现场识别及验证其有效性，供应商在此过程中承担所有的影响了GHSP正常生产的费用。最终目的是一定要确保此类型的失效是一定会被有效检查措施检查到的。一个CC项失效会导致非常多其他的验证不良。

10.4 Degradation of process capability of Significant Characteristic 特殊特性过程能力管控失效后的措施说明。

A Significant Characteristic is considered the second most issue of priority within GHSP because of the functional impact as well as the impact to our First Time Capability measure reported to OEM customers. In the event that the ongoing SPC controls indicate that the overall process capability has degraded below 1.67, the supplier is expected to notify customers, identify 100% effective containment measures and request approval to implement the change in the production control plan until such time the root cause(s) can be identified, verified and corrected. The objective is to implement the most effective detection method thus suppliers may consider alternatives at the first assembly station error detection at GHSP provided that the supplier funds the investment in the equipment and the change does not have a *significant impact on GHSP's schedule attainment*. 重要特性被认为是GHSP第二个最优先考虑的问题，因为其影响产品的功能以及影响GHSP在OEM端的供货质量实绩。倘若目前的SPC控制表明整个过程能力已经低于1.67，供应商必须采取100%有效的遏制措施，并且更新其生产控制计划，交由GHSP批准，此过程直至供应商识别出问题的根本原因，并且验证并实施修正措施后退出。最终目的是一定要确保此类型的失效是一定会被有效检查措施检查到的，供应商需考虑其相应NG不良工站的替代计划，并且考虑追加投资，确保有效投入设备以防止对GHSP的正常排产造成影响。

10.5 Outgoing Inspection and Reaction to GHSP Incoming Inspection Concern for material shipping to GHSP China 出货检验以及GHSP中国来料检验的说明

GHSP China manufacturing facilities have unique requirements in regards to receiving outgoing inspection reports from suppliers to be used to compare to GHSP incoming inspection data. The purpose of this is to verify that each shipment we receive when inspected, matches the outgoing data from the supplier on critical, significant and in some cases, pass thru characteristics. Detection of outgoing quality issues is the supplier's responsibility and any incoming inspection done at GHSP, will be driven by risk and/or past problem history with the specific supplier. Outgoing Final Quality Checks (FQC) will be documented on the supplier's production control plan. GHSP中国的制造工厂对于收货有特殊要求，即GHSP中国有进货检验，并会出具进货检验报告以便与供应商的出货检验报告进行比对。其目的是确保特殊特性，关键特性以及传递特性等的管控实绩有效。供应商必须负责提交出货检验报告，GHSP则会根据过往缺陷历史，特定供应商以及综合评估风险后确认进货检验的项目。出货检验的项目必须罗列在供应商的生产控制计划中。

11. Supplier Chargeback 对于供应商的索赔

11.1 Supplier Chargeback Communication & Expectations 供应商索赔的沟通与GHSP的索赔要求

Suppliers are notified of nonconforming material through the Problem Tracking Report (PTR) Notice. Nonconforming material is defined as suspect or rejected product that is deemed defective according to the design record(s), product specifications or established appearance boundary samples. PTR's are subject to a \$250 USD administrative fee for quality, delivery and service issues. If the problem results in a line down situation, a minimum of a \$750 USD administrative fee will apply. No RMA's are required for administrative fees. Suppliers are expected to issue a return material authorization (RMA) within 24 hours of PTR notice to the GHSP designate (shown below) to authorize actions including, but not limited to, scrap, re-work, sorting on site, or returning material to vendor. Supplier chargebacks should be targeted for closure within 30 days and can only be extended with the written acknowledgement of the commodity buyer. 供应商的来料不良会通过GHSP的PTR系统进行告知。被拒收的缺陷件会因为不符图纸要求，产品规范要求或者外观缺陷视为不良。对于因为质量，交付以及服务问题导致的PTR，供应商需缴纳250美元（或者300人民币）的管理费。如果该问题导致产线停线，则会被索赔750美元（或者3000人民币）的管理费用。管理费用的索赔不走退换货流程。在GHSP判定供应商有以下但不局限于以下情形：报废，返工，现场筛选，退货等时，GHSP希望供应商在收到PTR通知后，24小时内发放RMA（退货流程）确认。原则上，供应商的索赔需要30天内完结，除非有GHSP的采购员书面确认的索赔延期说明。（具体职责参考以下几种问题情形：）

Quality issues at GHSP NA factory: Plant Supplier Quality Engineer GHSP NA工厂质量问题：工厂供应商质量工程师

Quality issues at GHSP Asia factory: Commodity Supplier Dev. Engineer在亚洲GHSP工厂质量问题：供应商产品开发工程师

Delivery Issues at any GHSP factory: Material Planner任何GHSP工厂的交付问题：物料计划员

Customer Service: Buyer 客户服务：采购员

12. Problem Solving Documentations 问题解决文档

12.1 Supplier Problem Solving Expectations 对于供应商解决问题的要求

The 8D Problem Analysis Report is the GHSP preferred problem solving format for use by all GHSP facilities. The 8-D Problem Analysis Report provides a means for the definition and resolution of issues through problem solving. GHSP各个工厂首选的问题解决模型是8D问题分析报告，适用于所有GHSP。8-D问题分析报告提供了通过解决问题的定义和解决问题的一种标准方法。

Each supplier is responsible for appropriate and timely application of the 8D and for ensuring their organization possesses the knowledge and skill level to solve problems. It is expected that a completed 3-D is submitted within 24 hours (1business day) of receipt of PTR notice to contain issues where the manufacturing location and GHSP factory giving notice are in the same relative time zone. In the event that the supplier is providing product from a foreign location greater than 8 hours' time difference, the containment period will be less than 3 days' time. 每个供应商负责及时提交8D，并确保其组织拥有解决问题的知识和技能水平。收到PTR通知后，供应商需要24小时（1个工作日内）完成3D。如果有超出8小时的时区问题，则遏制措施需要3天内采取。

A completed 3-D shall include a containment plan consisting of method of containment, verification of containment effectiveness and timing of containment actions. **If the supplier has determined there is risk that suspect material has been shipped to GHSP, the supplier must immediately notify each affected fulfillment location and make containment arrangements to protect GHSP. All product created by the same or similar processes must be contained until verified to be acceptable to the design**

record. In-transit material to any GHSP ship to locations must be identified and the method of certification shall be communicated. 一个完整的3D需要有围堵计划，包括围堵措施，围堵措施有效性验证和围堵措施实施时间。如果供应商已经察觉疑似问题产品已交付给GHSP，则该供应商需要立即通知受影响的工厂并立即采取围堵措施来保护GHSP。所有同类或类似产品都需要采取围堵措施，除非从设计上排除其可能性。所有在途物品必须定义清楚，并就验证方法达成一致。

Each supplier is expected to submit evidence to prove potential root cause(s) are real and in some cases, prove them not to be real. The permanent corrective actions will be directed at a method to detect the cause of failure mode, not an action that is intended to detect the failure. Failure detection costs may be an interim control to protect GHSP but cannot be the basis to close out a problem as this drives non-value add waste in our supply chain that has the potential to become new business practices creating uncompetitive supply lines. Supplier can dispute a PTR and request it to be deleted if adequate evidence is provided that root cause could not have occurred at supplier. Suppliers are expected to follow the PPAP requirements (Section 8) for permanent corrective actions that fall under the scope of PPAP. GHSP has contractual OEM obligations to request Tier 1 to N changes thus it is critical to follow the change notification and request sequence with absolute discipline. It is an expectation that suppliers manage their corrective actions and avoid letting them age beyond 90 days. In the event that the supplier has submitted permanent corrective actions (PCA) and GHSP is restricting supplier's ability to implement PCA, please notify the GHSP Strategic Buyer to escalate the concern. Suppliers are expected to verify PTR closures via monthly reviews of supplier scorecards. The suppliers are encouraged to raise concerns to the buyer if they believe that PTR's closures have not been correctly reflected in their scorecard. 每个供应商需要提交证据表明其潜在失效的根本原因是真实可靠的，或者其他反证措施。永久措施需要指向问题失效的成因，而不是去简单的确保能探测失效。探测失效的措施可作为临时措施，但不能作为不增值的永久措施关闭问题报告。如果供应商能够确保问题的根本原因非供应商端导致的问题，则供应商可以对PTR进行申诉，撤销相应的PTR。供应商必须针对永久措施按照GHSP的PPAP要求（第8节）进行重新PPAP。针对从GHSP的客户到GHSP的所有下级供应商的变更，GHSP要求按照第次推进的顺序严格执行变更。GHSP期望供应商能够90天内采取永久纠正措施。供应商需提前向GHSP申请永久纠正措施（PCA）后，方能执行永久纠正措施，如果供应商提交的PCA未予采纳，则供应商可以向GHSP的策略采购进行申诉。GHSP希望供应商在月度检讨供应商积分卡时汇报PTR的关闭情况，如果有供应商发现其PRT的关闭情况未能如实的反映在其当月的积分卡中时，供应商可向其对应的采购员进行申诉。

13. Supplier Management Reviews (SMR1) 供应商管理评审

13.1 SMR Introduction SMR 介绍

A Supplier Management Review is an escalation process used to ensure that the supplier is placing the proper focus on a systemic issue(s) and establishing corrective actions that result in a substantial change in performance over time, as reflected in supplier scorecards. 供应商管理评审是一个用来确保供应商重视产生的问题并致力于建立纠错行动的过程，并在业绩表现上取得长久有效的变化，这一结果将会体现供应商绩效上。

13.2 The SMR Review and New Business Hold Criteria 供应商管理评审活动和暂停新项目机制

SMR/ New Business Hold Criteria

SMR SMR Hold New

SMR/暂停新项目机制	#1	#2	Business 暂停新项目
Chronic documented unresolved problems in the area of Quality, Service, Logistics and/or Delivery. 有文件记录的长期的质量/交付/物流/服务问题.	X		
Special Characteristics (CC, SC, PTC) that have been received as non-conforming in any GHSP facility. 无法满足我司设计图纸上的特殊的/紧急的/重大的和/或已通过的特殊特性	X		
Discovery that a supplier has not submitted PPAP packages for changes as required by 4 th Edition PPAP requirements. 根据第四版 PPAP 要求, 发现供应商未提交针对变更事项的 PPAP			
Discovery that a supplier has shipped production product to GHSP without PPAP approval or a valid GHSP deviation. 发现供应商未通过 PPAP 批准或 GHSP 有效的偏差就发运生产零件	X		
Production suspended at GHSP resulting in a customer disruption, or significant cost to GHSP due to a suppliers' product quality, part shortage or logistical issues unrelated to a force majeure event. 因供应商产品质量, 零件缺料或物流问题等非不可抗力因素导致我司暂停生产/中断我司与客户合作或造成我司重大索赔	X		
Chronic, documented, unresolved SMR problems spanning more than 2 quarters or deemed high risk requiring immediate action. 长期记录的未解决的 SMR 问题超过 2 个季度或认为有高风险需要立刻采取行动的		X	X
Unreasonable response from the supplier or indications that no progress has been made to resolve SMR1 issues. 供应商不合理的反馈或没有解决 SMR1 问题的进展的		X	X
Suppliers inability or unwillingness to work with GHSP to make fundamental quality system improvements. 供应商能力欠缺或不愿与 GHSP 合作提升基本的质量体系		X	X
Unresolved special product characteristics, as defined on the print, do not meet Ppk or Cpk requirements as expressed in the AIAG		X	X

PPAP requirements and/or engineering documents.

未解决图纸上定义的产品安全特性，不符合 AIAG/PPAP 和/或工程文件中明确的 Ppk 或 Cpk 要求

Continued customer dissatisfaction of a supplier's product quality, delivery or logistical issues, including resourcing sub-contractor(s) to known capable supply chain.	X	X
--	---	---

客户对供应商产品质量/缺料或物流问题的持续不满意，包括授权切换给一个知名的有能力的供应商

delivery or logistical issues, including resourcing sub-contractor(s) to known capable supply chain.

交付或物流问题,包括重新寻找二级知名的供应链.

Significant single event issue (Quality, Delivery, Cost, Other)	X	X	X
---	---	---	---

单次重大事件(质量,交付,成本,其他)

13.3 SMR Notice and Expectations of Conducting SMR Review 发布SMR通知与执行SMR

The Supplier Management Review is the opportunity to discuss the important concern(s) of GHSP and review the corrective action plans. The SMR 1 level is intended to be conducted by the supplier's management staff. The SMR 1 notice is initiated by sending a Meeting Notice form to the supplier. Focus must be placed on effective critical thinking, systemic root cause analysis, and identification of meaningful countermeasures. All quality and delivery problems are to be supported with appropriate data. The supplier is expected to bring a permanent corrective action plan for all the items referenced in the agenda. The buyer is responsible to collect detailed meeting minutes, including any additional agreed upon action items to be taken, and subsequently distributing the minutes to all attending parties. The buyer determines if the action plan is acceptable with or without minor changes. If the corrective action plan is not acceptable then an SMR 2 may be called. The SMR 2 is intended to be conducted with the supplier's executive (C level) staff. 供应商管理评审是一个讨论GHSP重要事项并查看纠正行动计划的机会.SMR1拟由供应商的管理人员进行。通过发送会议通知的表格向供应商发起SMR1通知。焦点必须放在有效的批判性思维，系统性的根本原因分析，并验证有意义的对策。所有的质量和交付问题有适当的数据作支撑。供应商应当对所有议程中提及的事项给出一份永久性的纠正行动计划。采购负责收集详细的会议纪要，包括针对行动计划达成的额外协议，随后分配给所有与会人员。采购决定是否接受供应商的行动计划。若纠正行动计划不被接受，那么需启动SMR2。SMR2是与供应商的高层人员（3级）实施的。

13.4 SMR Exit Criteria SMR退出机制

The supplier will implement the GHSP approved systemic corrective action plan and will provide evidence of corrective actions along with data demonstrating a measurable impact. The data required is commensurate with the issues experienced. For example, if the issues are regarding chronic delivery, the data may be several weeks to months of on time delivery reports or production schedule attainment charts. If the issue is chronic quality issues, the evidence may be a combination of demonstration of mastery problem solving and incorporation of the learning into design, equipment or manufacturing standards. On site verification of improved process may be required. If the corrective action is not satisfactory, or insufficient evidence is presented, a determination is made whether to escalate the SMR to the next level.

供应商应当实施GHSP批准的系统性的纠正行动计划，并提供数据作为证据来展现产生的可量化的影响。数据必须是与问题的产生的经过相一致。例如，如果问题是长期交付问题，数据就应是几周到几个月的按时交付报告或生产计划达成图。如果是长期质量问题，证据应当是将擅长解决问题和合并所学的设计，设备或者制造标准联系在一起。可能需要现场验证改进过程。如果纠正措施不尽如人意，或证据不足，需要决定是否升级到SMR下一级别。

13.5 SMR Escalation and Expectations of Final Resolution SMR升级和最终解决的期望

The SMR 2 notice is initiated by a member of GHSP Supply Chain Management staff and is sent to the appropriate supplier senior management. An SMR 2 indicates that a substantial degradation has occurred with ineffective corrective action or corrective action at a pace that indicates a likelihood of continued impact in our operations and/or launch team. The SMR 2 is an executive discussion. In rare, extenuating circumstances and at GHSP discretion, a contractually allocated resource may be assigned to the supplier to lead initiatives to ensure sustainable improvements are made. The outcome of the review will determine whether the supplier is placed on new business hold or whether the supplier may still be considered for quoting new business during the recovery timeframe. SMR 2通知是由GHSP供应链管理人员发起并发送给相应的供应商高级管理人员。SMR 2表明重大的退步发生在无效的纠正行动上或纠正行动处于持续影响我们的操作和执行团队。SMR2是行政性质的讨论会。在少数情况下，在GHSP经深思熟虑后从轻处理供应商，以合约形式指定所分配的供应商以便其采取主动确保持续性的改进。评审结果将决定供应商是否暂停新项目或供应商在整顿期间内是否仍被考虑新项目的报价。

14. Containment 控制政策

14.1 Purpose of Containment for Production 控制生产的目的

Containment is accomplished through deployment of additional controls in the supplier's process to identify known or potential non-conformances and to prevent such non-conformances from shipping to GHSP. 在供应商流程中，控制政策是通过额外控制供应商的流程来实现的，目的是为了识别已知或潜在的不良品，也为了防止这种不良品发送到GHSP。

Additional controls can include but are not limited to: statistically based inspection audits, dimensional measurements, SPC checks, appearance checks, part functionality checks (EOL tester), label verification systems, check fixtures/gage and poke-yokes. 额外的控制包括但不限于：基于审核检查的统计数据，尺寸测量，SPC的检查，外观检查，零件功能检查（EOL测试），标签验证系统，检查夹具/量具和防错。

The goal of containment is to protect GHSP and its customers from defective material escapes during the initial product and process startup (pre-production), throughout production and in reaction to a quality issue identified at any location in the supply chain. The following section details our expectations for each of these phases: 控制政策的目标是保护GHSP和其客户免于在初始产品和试产过程中流出不良品，在整个生产过程中能及时响应供应链中任何一处已识别的质量问题。下记部分是我们详细阐述对每个阶段的期望：

14.2 Pre- Production/Launch Containment Expectations 试产/投产的控制期望

Pre-production containment applies to any parts produced for prototype, pilot or saleable vehicle builds at GHSP prior to full production. Pre-Production containment activities are a requirement of the suppliers APQP process and must be documented on the prototype or pre-launch control plan whichever applies. The Pre-launch control plan includes increased frequencies and additional tests over and above the Production Control Plan to ensure heightened product and process quality until the supplier's production process is validated. The exit criteria to validate the production process will be documented on the pre-launch control

plan. During pre-production, the sample size and/or frequency of product inspection is typically 100% and does not replace the final part audit. The GHSP SDE reviews the pre-launch control plan which is typically done during the Process Sign Off event. Open issues from the PSO will drive deployment of additional controls and documentation in the pre-launch control plan. 试产控制适用于正式生产前,在GHSP内部制造的用于快速样件,轴承,销售型的车辆的任何零件.试产控制活动是供应商APQP过程中的必要项,必须对快速样件及试产控制计划进行存档,不管他们应用于哪里.试产控制计划包括生产控制计划之中或之外的频率增长和额外实验,以确保在供应商生产流程得到验证之前,试产产品和过程质量没问题.验证生产流程的退出机制要在试产控制计划中存档.试生产期间,需100%检验产品的尺寸,且不可代替最终检验部分.GHSP SDE审核试产控制计划,这是过程签发中典型行为.过程签发中的问题清单将驱动对试产控制计划开展额外的控制计划和文件.

Issues that remain 90 days post GHSP SOP may be subject to 3rd party containment if the SDE deems it to be appropriate as supplier has had reasonable time between suppliers PPAP due date and the program SOP date to resolve issues. GHSP SOP的问题保留90天的,如果供应商在PPAP截止时间和项目SOP时间点之间有合理的时间解决这些问题,且SDE认为其合理,那么供应商可将这些问题交给第三方控制.

14.3 Containment Exit Expectations 退出受控期望

Criteria for exiting containment will be approved by the GHSP quality contact. Exit criteria will be based on reaching a predetermined quality level and not a number of parts or days sorted. To exit containment, the supplier must achieve a predetermined quality level (generally 0 defects) and maintain this level for a minimum of 30 days or 3 production lots. 退出受控标准由GHSP质量负责人批准.受控标准是基于到达预定的质量水平,而不是零件数量和筛选天数.为了退出受控,供应商必须到达预定的质量水平(通常是零缺陷),并至少维持这种水平30天或3个生产周期.

15 Supplier Request for Change 供应商的改变要求

GHSP acknowledges that suppliers may have a need to request a permanent change to their product and/or manufacturing process. Changes include, but not limited to, VA/VE improvement initiatives, increased capacity requirements, manufacturing footprint optimization, sub-tier supply resourcing or other changes. We further recognize, that deviations to requirements may be requested and expect suppliers to manage the risk of approved deviations accordingly. A deviation is defined as a short term change from an approved, usual, expected or planned process. Examples of a deviation would include, but not be limited to, requesting approval to ship production parts without full PPAP approval, requesting approval to implement re-work as a containment activity or utilizing non-returnable packaging as a substitution for approved returnable packs. GHSP了解供应商可能会提出他们的产品和/或制造过程的永久变更请求.变更包括但不限于:提倡VA/VE改善,产能增加需求,生产空间优化,重新寻找分供方资源或其他改变.我们进一步认识到需要提出偏差要求请求,并期望供应商管理这些批准的偏差风险.。偏差被定义为一个批准的,常规的,预期的或计划过程的短期变化.偏差的例子包括但不限于:要求批准在没有PPAP的情况下发运生产零件,要求批准采取返工的控制活动或利用不可回收的包装替代已批准的可回收包装。

15.1 Supplier Change Request and Approval Process 供应商变更请求和审批流程

The process below defines the steps for supplier product or process changes to ensure that they meet GHSP requirements and the OEM's Customer Specific Requirements. All suppliers are expected to follow the process as outlined. 下面的过程定义了供应商的产品或过程变更的步骤,以确保它们符合GHSP要求和OEM客户的特殊要求.所有的供应商都要遵守如下大纲流程.

GHSP requires advance notification and written approval prior to all changes and /or transfers, failure to do so may result in the supplier being placed on New Business Hold Status, a formal notification to the TS16949 or ISO9001 supplier registrar and/or financial consequences. 在所有变更和/或转移之前, GHSP 要求供应商提前通知并取得书面批准. 不这样做可能会导致供应商被暂停新项目状态, 正式通知 TS16949或ISO9001注册机构和/或财务后果.

Product and/or Process Changes that require GHSP approval to implement: 产品和/或过程变更需要 GHSP批准后实施.

Any change that could affect form, fit or function 任何影响外观, 装配或功能的变更

Any product change that would be reflected on the design record(s) 任何产品变更, 需要反映在设计记录上

Supplier manufacturing process change (permanent) 供应商的生产过程中的变化(永久性的)

Change in manufacturing or shipping location 变更生产或运输场所

Change in sub-supplier 变更下级供应商

Modified equipment or tooling 修改的设备和器具

New or refurbished tooling or equipment (excludes perishable tooling) 新的或翻新设备和器具 (不包括易损的器具)

Changes in test/inspection methods 实验/检验方法变更

Revisions to the line layout or work station 产线布局或生产工站的修改

Steps for obtaining approval to MAKE the requested change: 申请变更需求的批准步骤

1. Prepare and submit a completed GHSP Process/Product Change Request form with supporting detail. The form is located on our corporate website www.ghsp.com Incomplete forms will be rejected. 准备提交一份完整的GHSP过程/产品变更申请表, 附带支持性的数据。表格位于我们公司网站www.ghsp.com. 不完整的表格将被拒绝.

2. GHSP Supplier Quality or Supplier Development will evaluate the request and if acceptable, will seek internal approvals as needed. GHSP供应商质量负责人或供应商开发负责人将评估该请求, 如果接受, 将寻求所需的内部批准.

3. Supplier receives approval to move forward with change request or rejection. 供应商收到批准或拒绝的变更请求.

4. Supplier submits PPAP and PPAP samples (if needed) to GHSP quality contact for disposition. 供应商提交PPAP和PPAP样品 (如果需要的话) 给GHSP质量负责人.

5. If PPAP is rejected, supplier is required to make the changes needed to overcome the objections 如果PPAP被拒绝, 供应商需做出改变以克服现状.

6. If Supplier PPAP is approved (Full or Interim), supplier may begin shipping product with a label on the outside of the container to indicate the first shipment of the change. The GHSP quality contact will provide the tracking number that will be included on the label for internal traceability. 如果供应商PPAP被批准 (

全部或临时），供应商可开始发运产品,并在包装外面贴上表明变更后的首次发运标签。GHSP质量负责人会提供跟踪号码,包括内部可追溯的标签。

15.2 Supplier Deviation Request and Approval Process 供应商偏差申请和批准程序

The process below defines the steps for suppliers to request approval to implement a deviation. 下面的过程定义了供应商提出批准实行的偏差申请的步骤。

Steps for obtaining approval to MAKE the requested change: 变更需求的批准步骤:

1. Prepare and submit a completed GHSP Supplier Deviation Request form with supporting detail. The form is located on our corporate website www.ghsp.com Incomplete forms will be rejected. 准备提交一份完整的GHSP过程/产品变更申请表,附带支持性的数据。表格位于我们公司网站www.ghsp.com. 不完整的表格将被拒绝。
2. GHSP Supplier Quality or Supplier Development will evaluate the request for completeness and if complete, will seek internal approvals as needed. GHSP供应商质量负责人和供应商开发负责人将评估该请求是否完整，如果完整，将寻求所需的内部批准。
3. Supplier receives approved or rejected deviation request. If approved, 供应商收到批准或拒绝的偏差要求。如果获得批准
4. Supplier implements the temporary deviation including any edits documented on the form. If the deviation affects product, we may require that the product or outside package is identified, to alert GHSP that we are receiving material under deviation. 供应商实施临时偏差，包括记录在表格上的任何内容。如果偏差影响到产品，我们需要识别产品或外包装，以提醒GHSP人员他们正在接收偏差的物料。

15.3 APQP Linkage to Process Change Request, PPAP and Value Add/Value Engineering (VA/VE) APQP链接过程变更请求，PPAP和增值/价值管理（VA/VE）

GHSP expects suppliers to continuously improve by applying the APQP methodology, as well as other methods (kaizen, quality circles, value stream mapping, etc.). When quality issues occur and effective problem solving is executed, the corrective actions most often can fall under one or more conditions requiring a revised PPAP submission. PPAP is a process, not an event. The PPAP submission is a key milestone event that is the sum of the APQP activities and as such, we expect that suppliers maintain internal PPAP records for each element for every change point. The evidence we ask a supplier to submit is not equivalent to the obligation of work. ALL elements of PPAP must be considered and updated to reflect the lessons learned as applicable. Suppliers may be tasked with VA/VE goals and GHSP expects that the supplier consider the APQP process when planning/implementing the initiatives. GHSP希望供应商通过应用APQP方法和其他一些方法(改善,质量小组,价值流图等等)来不断地提高。当发生质量问题并有效地进行解决时，纠正措施通常会出现一种或多种要求提交修改的PPAP情况下.PPAP是一个过程，不是一个事件。PPAP的提交是一个关键的里程碑事件，是APQP活动的总和，我们期望供应商保持内部对每个部分的变化点的PPAP记录。我们要求供应商提交的证据不等同于义务工作。我们要考虑并更新所有PPAP的部分,并适当地作为后期的经验教训.供应商可能肩负VA/VE的目标, GHSP期望供应商当计划/实施想法时将APQP过程考虑进去。

16. Supplier Critical Part Data Submission 供应商关键零件数据提交

Due to the safety critical nature of GHSP's products, there is an ongoing need to understand the performance of those related critical components. GHSP has identified safety critical features with open starts on the drawing, as noted in section 7.4 of the Global Supplier Standards Manual. The expectation of a supplier providing a safety critical component is a data submission of the component

performance summary in the production shipment with each new lot number. Using form SC-FORM-SCH-X37 Safety Critical Characteristic Monitoring, the supplier shall provide Ppk levels, FTT results and the confirmation of controls as defined in the PPAP remain in place and effective. Data submission shall be maintained throughout the life of the project for all safety critical components supplied to GHSP. 因为 GHSP 产品的安全关键特性，所以需要持续的监控相对应的产品加工过程。GHSP 已经在图纸上定义了安全特性，以空五角星表示，可以参加本手册 7.4 章节之描述。供应商在交付每一个批次的产品时，需要同时提交其安全特性相关数据，使用表格 SC-FORM-SCH-X37，供应商需要提供 Ppk 水平，FTT 结果，确认控制计划真正实施并且切实有效。数据提交需要贯穿始终。

Chapter 4 Material & Logistics

第 4 章 物料 & 物流

Purpose 目的

The purpose of the Global Supplier Standards Manual is to communicate GHSP requirements to our suppliers. It is the expectation of GHSP that all suppliers of direct materials comply with all of the requirements and expectations documented in this manual. In addition, GHSP expects this manual to

provide the foundation for our working relationship with our suppliers. We will strive for excellence thru working together to proactively prevent issues and continuously improve.

全球供应商标准手册的目的是用来将 GHSP 的要求沟通给我们的供应商。GHSP 的期望是所有直接物料的供应商符合记录在这本手册里的所有要求和期望。此外，GHSP 期望这本手册能够成为我们与供应商的合作关系的基石。我们将通过共同努力来追求卓越，积极地预防问题的发生并不断改进。

Scope 范围

The scope of this policy applies to all GHSP facilities. The type and amount of involvement with our facilities will be dependent upon the locations that are involved in the purchase of products/services and the locations that experience the consumption of the products and/or services.

该政策适用于所有 GHSP 工厂，但因为购买产品/服务的类型和区域的差别，其具体适用条款会有所差异。

Chapter 4 Material & Logistics Table of Contents

第 4 章 物料&物流目录

1. Material Management and Logistics 物料管理和物流

- 1.1. Introduction 介绍
- 1.2. Global Standards 全球标准
- 1.3. Fundamental Systems 基础系统

2. Electronic Commerce 电子商务

- 2.1. Introduction 介绍
- 2.2. Advanced Shipping Notice 提前发运通知 (ASN)

3. Shipping and Replenishment Performance 发货和补货表现

- 3.1. Introduction 介绍
- 3.2. Forecast Expectations 期望预测
- 3.3. Shipping and Delivery 发运和交付

4. CUM Order Quantity Maintenance 累计订单数量维护

- 4.1. Introduction 介绍
- 4.2. CUM Order Quantity Maintenance Communication 累计订单数量维护的沟通

5. Replenishment Methodology Requirements 补充方式的要求

- 5.1. Introduction 介绍
- 5.2. Visibility Replenishment Tool 可视化的补充工具
- 5.3. Important Documents and Supplements 重要文件和补充
- 6. Materials Management Operations Guidelines / Logistics Evaluation**
物料管理操作指南/物流评估
 - 6.1. Introduction 介绍
 - 6.2. Supplier Assessments – MMOG/LE 供应商评估-MMOG/LE
- 7. Balance Out and Claims Process 平衡和索赔流程**
 - 7.1. Introduction 介绍
 - 7.2. Balance Out and Claims 平衡和索赔
- 8. Logistics Requirements 物流要求**
 - 8.1. Introduction 介绍
 - 8.2. GHSP Freight Forwarders GHSP 货代
 - 8.3. Third Party or Drop Shipments 第三方运输和零散发运
 - 8.4. Shipment Frequency 出货频率
 - 8.5. Over/Under Shipments 短装/溢装
 - 8.6. Domestic Shipment Requirements 国内出货要求
 - 8.7. Domestic Shipment Documentation Requirements 国内货运文件要求
 - 8.8. Packing Slips 装箱单
 - 8.9. Parcel Shipments 包裹货运
 - 8.10. International Shipping Requirements 国际出货要求
 - 8.11. International Trade Compliance 国际贸易条款
 - 8.12. NAFTA – North American Free Trade Agreement 北美自由贸易协议
 - 8.13. C-TPAT and Supply Chain Security C-TPAT & 供应链安全
 - 8.14. Bill of Lading and Packing Slip 提单和装箱单
 - 8.15. Commercial Invoice Requirements 商业发票要求
 - 8.16. Shippers Letter of Instruction (SLI) 托运人指示信
 - 8.17. Parcel or Small Package Shipments 包裹或小包装货物
- 9. Packaging and Labeling Requirements 包装和标签要求**
 - 9.1. Introduction 介绍
 - 9.2. International Packaging Requirements 国际包装要求
 - 9.3. GHSP Packaging Standards GHSP 包装标准
 - 9.4. Labeling Requirements 标签要求

1 *Materials Management and Logistics* 物料管理和物流

1.1 Introduction 介绍

The materials management and logistics organizations at GHSP contribute to manufacturing excellence in quality, cost, and delivery to the customer. Specifically, these teams ensure the on-time delivery of component materials and subsequent shipments of finished goods at the lowest cost and best value to customers. Continuous improvement in our supply base relative to materials management and global logistics is required and, if managed correctly, sustained improvement will provide a competitive advantage for GHSP and our supply chain. To fully leverage the potential of these innovative systems and processes, the knowledge and capabilities of GHSP's extended enterprise must be flexible and capable of meeting our replenishment requirements.

GHSP 物料管理和物流部门为 GHSP 在品质、成本和客户交付等方面追求卓越表现而不断努力。尤其是，该团队确保零部件的准时交付和随后的成品及时出货并以最低的成本和最高的价值给客户。不断完善有关的物料管理和全球物流管理体系非常有必要，持续改善将是 GHSP 和其供应链一个显著的竞争优势。充分地利用系统创新和过程创新，我们就能创造灵活高效的供应体系，为企业的可持续增长提供动力。

1.2 Global Standards 全球标准

World-class materials management and logistics is achieved via execution of comprehensive, standard business processes. As such, suppliers of direct materials to GHSP will:

世界级物料和物流管理是通过广泛的、标准的业务流程来实现的。为此，给 GHSP 直接物料的供应商需要：

- Maintain certification with ISO/TS 16949:2009 (applies to suppliers of direct materials used in automotive products at GHSP);
通过 ISO/TS 16949:2009 的认证（适用于 GHSP 汽车产品的直接物料供应商）
- Maintain certification with ISO 9001:2008 (applies to suppliers of direct materials used in non-automotive products at GHSP);
通过 ISO 9001: 2008 的认证（适用于 GHSP 非汽车产品的直接物料供应商和代理贸易商）
- Maintain compliance via annual self-assessment with Materials Management Operations Guidelines / Logistics Evaluation (MMOG/LE) as published by the

Automotive Industry Action Group (AIAG) (applies to all GHSP suppliers of direct materials).

通过 AIAG 物料管理操作指南年度自评/物料评审 (MMOG/LE) (适用于所有 GHSP 直接物料供应商)

1.3 Fundamental Systems 基础系统

Suppliers of direct materials to GHSP will ensure the following expectations are in-place and are included in their business processes:

给 GHSP 直接物料的供应商需要满足以下要求，并体现在其业务流程里：

- Communications take place electronically between trading partners;
具备电子商务及沟通的能力
- Lean Manufacturing principles and practices are employed in the organization;
在组织中推行精益生产
- Customer demand is analyzed, schedule variation is reacted to, CUM quantities (CUMs) are reconciled weekly, for suppliers shipping to schedule release; and demand is compared to available capacity.
分析客户需求，排期波动的反应，每周累计数量的核对，对于供应商，要根据释放的排期进行发运；需求与可用的产能作比较
- Communications are proactive relative to potential issues in meeting demand requirements;
在满足需求出现问题时积极主动沟通
- Shipments are made according to routing instructions;
根据路径指示安排发货
- 100% on-time delivery is required and measured from sub-suppliers;
要求下级供应商 100% 准时交付并进行测量
- Materials Management and Logistics team members have development plans which focus on increasing their abilities and experience in the areas of materials management and logistics processes, technical capabilities, problem solving, and leadership.
物料管理和物流团队成员要有发展计划，要专注于提升他们的能力并实践于物料管理和物流流程、技术能力、问题解决和领导力的领域中。
- Materials Management and Logistics systems are audited to ensure compliance;
审核物料管理和物流系统以确保合规
- Key measures are identified, monitored, and reviewed for continuous improvement of performance.
对于持续改进的绩效，进行关键措施的识别、监测和评审。

2. Electronic Commerce 电子商务

2.1 Introduction 介绍

GHSP and our automotive customers require that Electronic Data Interchange (EDI), or an alternate web based solution, is utilized throughout the Supply Chain. All of our initiatives, policies, and transaction sets comply with the guidelines for Materials Management Operations Guideline / Logistics Evaluation (MMOG/LE) as set forth by the Automotive Industry Action Group (AIAG). Our suppliers must have the capability to interface with us through the use of the QAD Supply Chain Portal (SCP), formerly Supplier Visualization (SV). Any updates, new releases, system changes, etc. will be communicated to our suppliers through the Supply Chain Material Systems and/or Purchasing teams.

GHSP 和我们的汽车客户要求电子数据交换 (EDI) 平台, 用于整个供应链。我们所有的举措、政策和交易的设置要符合于由汽车工业行动集团(AIAG)设置的物料管理操作指南/物流评审 (MMOG/LE) 里的指南。我们的供应商必须要有能力通过使用 QAD 供应链门户 (SCP), 以前的可视化供应商 (SV) 来与我们进行接口。任何更新、新的释放, 系统变更等, 都将通过供应链物料系统和/或采购团队来通知到我们的供应商。

2.2 Advanced Shipping Notice (ASN) 提前发运通知 (ASN)

An ASN is the electronic transfer of shipment data from a supplier to a customer. The customer plant utilizes the information contained within the ASN in three ways:

ASN 是从供应商到客户的发运数据的电子转换。客户工厂可以通过下记 ASN 的 3 种方式来获取其中的信息:

- Determine and confirm goods are in transit 确定和确认货物在途
- Verification against the shipment as product is received
收到产品以核实发运
- If the supplier is ERS (Evaluated Receipt Settlement) approved, the ASN serves as an electronic invoice that will generate payment to the supplier
如果供应商是认可的 ERS(以评估的收货进行结算), 该 ASN 将作为一种电子发票, 产生发票给供应商

Accuracy of ASN's is imperative in order to maintain the integrity of information related to inventory records, supplier schedules (MRP), and invoice payments. ASN timeliness is critical to information accuracy and the functionality of GHSP systems. Failure to send ASN's may result in non-compliance on your Supplier Scorecard through the issuance of a PTR (Problem Tracking Report), and the potential for a charge-back.

为了维护有关库存记录、供应商排期（MRP）和发票付款信息的完整性，ASN 的精度是有必要的。ASN 的及时性对于信息的准确性和 GHSP 系统的功能性是至关重要的。发送失败的 ASN 可能导致你供应商记分卡的不符合，需要通过 PTR（问题追踪报告）的发行和进行潜在的追回。

The ASN must be created upon finalization of the shipment and be received by GHSP within one hour from departure of the suppliers shipping location, or prior to its arrival at the GHSP facility, whichever is earliest.

ASN 必须建立在发运结束并在 GHSP 接收前的一个小时内从供应商发运地址或到达 GHSP 工厂之前，任何一个最早的时间。

In order for the ASN to be identified as complete, all of the specified information listed below must be contained within the ASN. A PTR may be issued for failure to send an accurate ASN.

为了识别 ASN 被完成，列在下面的所有指定的信息必须都含在 ASN 内。对于失败地发送一个准确的 ASN，可能会发行一个 PTR.

- A unique Shipper / Packing slip / BOL number for each shipment
唯一的发货人/装箱单/对每票货的提单号
- Shipment Date / Time 出货日期/时间
- Carrier name 承运人名字
- Carrier reference / tracking number 承运人参考/追踪号
- Part Number(s) 零件号
- Quantity Shipped per part 每个零件的发运数量
- Purchase Order Number 采购订单号
- UOM 统一操作管理

3 Shipping and Replenishment Performance 发运和补货绩效

3.1 Introduction 介绍

The standard for GHSP suppliers is 100% on time arrival of all parts required by the GHSP manufacturing site. This means shipping the correct quantity of the correct product to the correct location in the correct method at the correct time.

对 GHSP 供应商的标准是所有由 GHSP 生产场要求的零件的 100% 准时到达。这意味着发运对的产品对的数量在对的时间用对的方式到对的场所。

It is mandatory that the supplier contact the GHSP facility, immediately upon recognition of an issue, if the release schedule cannot be met. This includes the review of all weekly forecast releases to the APW/MPW and/or the EAU as quoted to GHSP.

这是强制性的，如果释放的排期不能满足，供应商基于识别的问题立即联系 GHSP 工厂。这包括所有每周预测释放到 APW/MPW 和/或引用到 GHSP EAU 的评审。

GHSP expectations are that suppliers procure materials to the authorized raw/fab as reflected on the releases. Notify your GHSP Materials contact and/or GHSP Materials Manager if you receive 2 or more subsequent releases which show a decreasing authorization without receipt of a balance out notification.

GHSP 的期望是供应商采购材料反映到授权的 RAW/FAB 释放中。在没有收到平衡通知的情况下，如果你们收到 2 个或更多连续的释放显示降产，请通知你 GHSP 物料和/或 GHSP 物料经理。

Suppliers are expected to import forecasts and releases electronically into their systems without manual entry as stated by AIAG in the MMOG/LE.

供应商被期望输入预测并电子地释放到他们的系统而非手工录入，如 AIAG 在 MMOG/LE 中所陈述的。

3.2 Forecast Expectations 期望预测

The forecast will grant raw & fab authorizations per the commercial terms between GHSP and the supplier. GHSP raw & fab authorizations will be provided in accordance with the authorization being provided by our customers. An example is that GHSP may provide **5** weeks raw and **3** weeks fab, for a total of **5** weeks (i.e. you are authorized to convert **3** weeks of the raw to fab, not carry an additional **5** weeks raw). This information will be provided to the suppliers via the releases in SCP. Certain commodities may be granted different standards, but all commercial terms will be reflected on the releases. . **The GHSP standard is 5 weeks raw and 3 weeks fab.** Deviations from the standard must be authorized by GHSP and will be communicated in the Purchase Order as well as on the release. The authorization on a release is the GHSP financial commitment for released material. Authorization for a CUM amount and the lead-time required for a shipment are not synonymous. Lead-time is defined as the amount of time between recognition of an order and receipt of an order (and may include manufacturing time as well as transportation time). This does not translate directly into the amount of weeks GHSP will provide firm releases or financial commitment authorization. Any questions or concerns on Raw/Fab authorizations reflected on releases should be directed to the appropriate GHSP Buyer.

预测将依照 GHSP 和供应商之间的商业条款对原材料和成品进行授权。所提供的授权要符合由我们客户提供的授权。举例，**GHSP 一般提供 5 周的原材料和 3 周的成品，总共是 5 周（例：你被授权的 3 周成品也视为原材料，所以你只需要多准备 2 周的原材料，而不是要再准备 5 周的原材料。）**该信息将通过在 **SCP** 的订单中提供给供应商。某些物品可授予不同的标准，但所有商业条款都被反应在订单上。我们的标准安全库存就是 5 周，其中成品 3 周，原材料 2 周，如果供应商的安全库存和标准要求有偏差必须要 **GHSP 授权并将在订单和要货单上显示。在要货单上的授权是 GHSP 给供应商的承诺，具有法律约束力。**授权备货的周数和物品的交付周期不是一个概念。采购周期的定义是从供应商接收订单到完成交付之间的时间（可包括生产周期和运输时间）。这个周期不能直接等同 GHSP 提供固定排期的周数或授权备库的周数。任何关于成品/原材料授权周期的相关问题或疑虑，可直接联系相应的 GHSP 采购确认。

3.3 Shipping and Delivery 发运和交付

Authorization to ship product to GHSP will be communicated through the GHSP facility designated replenishment method (supplier release or min/max as set in SCP). If replenishment methods should change, GHSP material planners will communicate the change to the supplier. During launch or pre-production GHSP will use MRP supplier releases or discrete/spot buy PO's. Replenishment methods will vary from site to site. 对发运产品到 GHSP 的授权将通过 GHSP 工厂指定的补充方式（供应商释放或在 SCP 中设置的最小/最大）进行沟通交流。如果补充方式要变更，GHSP 物料计划员将该变更传到到供应商。在启动或预生产期间，GHSP 将使用 MRP 供应商释放或离散/现货购买的 PO.从站点到站点的补充方式将不同。

The requirements on the releases will show as either a ship date or a delivery date.

排期释放上的需求将显示要么是出货日期要么是交付日期。

- A Delivery date defines when the goods are to be ultimately received by the GHSP facility. A delivery date is NOT the date that material should be delivered to the carrier. Transit time must be determined and the product shipped to account for receipt at GHSP facility on the date reflected on the release.

交付日期定义是当货物最终由 GHSP 工厂接收的时候。交付日期不是供应商交付给承运商的日期。运输时间一定要确定且产品运到 GHSP 工厂接收的日期必须反映在排期释放上。

- A Ship date defines when the supplier is expected to ship the goods. This is the date GHSP expects the freight to be delivered to the carrier.

出货日期定义是供应商期望发运货运的时候。这是 GHSP 期望货物交付到承运商的日期。

Contact the GHSP facility if you have any questions as to which date is being transmitted.

如有你有任何关于运输日期的问题，请联系 GHSP 工厂。

The supplier is required to: 供应商需要：

- Control its processes to assure that the physical shipments correspond with the GHSP demand.
- Have the ability to meet either a 20% week to week net schedule increase or a 20% CUM increase over the period authorized within the raw/fab authorization. This does NOT apply to balance out material.

有能力满足周与周间 20%净排期增长或超过 RAW/FAB 授权内的授权期间的 20% 累计增长。这不适用于物料的平衡。

- Contact the GHSP facility Materials Representative(s) if the supplier is unable to meet the replenishment schedule and supply the following information:

如果供应商不能满足补充的排期，联系 GHSP 工厂物料代表，并提供以下信息：

- The quantity of parts showing required (based on CUMs) by date

根据日期显示所需零件的数量（基于累计数）

- The plan to get back on schedule by assigning the necessary resources to resolve any delivery issues.

通过分配必要的资料在日程上进行计划的收回来解决任何交付问题。

- Contact the GHSP facilities materials representative for an agreement on transportation method, if the release schedule cannot be met

如果释放的排期不能被满足，联系 GHSP 工厂物料代表对于运输方式达成一致

- Obtain approvals from the GHSP facility on the mode and carrier chosen for all expedited materials.

对于所有加急物料在方式和承运人选择上，需要获得 GHSP 工厂的批准。

- Make every effort to reach an agreement on the expedited freight responsibility at the time of shipping

在发运时间上加急费的承担要尽一切努力达成一致。

- Take Responsibility for downtime and other associated costs (i.e. premium freight or charter costs) due to their inability to meet delivery requirements that are in accordance with the purchasing terms and conditions.
由于他们无法按照采购条款和条件来满足交付需求，应承担由此产生的停产和其他相关费用（如超额运费或特许成本）

4. CUM Order Quantity Maintenance 累计订单数量维护

4.1 Introduction 介绍

The generation, verification, tracking, and reconciliation of CUM order quantities (CUM's) is the standard for Automotive Tier 1 suppliers, including GHSP. CUMs are a way to identify the amount of product required to ship to your customer. GHSP expects the supplier to reconcile CUMs upon receipt of each release. Identifying and initiating the resolution process of CUM order quantity discrepancies is the responsibility of the supplier. The definition of the process is defined below.

生产、验证、跟踪和累计订单数的调整是 1 级汽车供应商的标准，包括 GHSP。累计数是用来验证你运到客户所需产品的总数的一种方式。GHSP 期望供应商在每次收到排期释放上进行修正累计数。识别和进行累计订单数量差异解决的流程是供应商的责任。该流程的定义如下。

4.2 CUM Order Quantity Maintenance Communication 累计订单数量维护沟通

GHSP will provide the supplier with the following:

GHSP 将为供应商提供如下信息：

- Starting 'CUM Received Qty' of 0 upon issuance of a new purchase order

一个新订单的发行，其累计数量是从 0 开始的。

- ‘CUM received’ quantity will be noted on each new release and includes the last receipted ASN number, quantity, and date the part was received into the GHSP ERP system.

累计接收数量将被记录在每次新的排期释放上，包括最后 1 次接收的 ASN 号、数量和接收零件录到 GHSP ERP 系统的日期。

- ‘CUM received’ may be changed if one of the following conditions exists:

如果存在以下任何一种情况，累计接收数量可能会变化：

- Issuance of a Problem Tracking Report (PTR) due to a receiving variance (qty is over/under the packing slip quantity issued by supplier)
由于收货数量的差异(供应商发的数量超过/少于装箱数)会发行一份问题追踪报告 (PTR)
 - A Supplier Material Return has been processed by the quality department
由质量部门在处理的供应商物料退货
 - CUM resets (may be done annually and suppliers will be notified of the reset prior to the action being taken)
累计数的重置 (可能每年做 1 次而且在重置之前需要提前通知供应商)
 - Prior receiving error corrections
纠正先前接收数的错误
- A revised electronic or manual release if errors are found in the electronic release pulled from SCP. The release will show the required quantity due at the GHSP facility based on MRP (Req Qty), Total CUM required to be shipped to (‘CUM Req Qty’), and the quantity remaining open after receipts have been processed (‘Net Req Qty’). These will be shown by line, with the corresponding due date reflected.

如果在 SCP 上拉出的电子排期里发现了错误，需电子或手动更改排期。基于在 GHSP 工厂 MRP(接收数量)、总的发运所需的累计数（累计接收数）以及处理过收货数量后余下数量（净收货数），该排期将显示所需的欠量。这些都会被显示在与相应的到期日的同一行上反映出来。

- Dates on Releases will be represented as either Delivery Date (supplier accounts for transit time from supplier to GHSP facility) or Ship Date (GHSP accounts for transit time from supplier to GHSP facility).

排期释放上的日期将呈现的要么是交付日期（供应商负责从供应商到 GHSP 工厂运输时间）或发运日期（GHSP 负责从供应商到 GHSP 工厂的运输时间）

- ‘Prior CUM Required Qty’ field on the release represents the CUM total quantity due, prior to the first date shown on the new release. Any past due requirements will be reflected in the prior ‘CUM Required Qty’ and ‘Net Req Qty’ fields.

在排期上的先前累计需求数量的区域呈现的是累计总欠量，先前第一次的日期会被显示在新的排期上。任何过期的需求都会备反映在先前累计需求量和净需求量的区域。

- Physical copy of PTR’s or Return to vendor transactions to support CUM resolution

通过 PTR 的物理拷贝或退货交易来支持解决累计问题。

GHSP expects the Supplier to: GHSP 期望供应商做到:

- Track and accumulate all production part shipments. This will become the suppliers CUM (CUM) shipped quantity.

追踪和累计所有生产零件的出货。这将成为供应商累计发运数量。

- Update suppliers CUM shipped quantity when the supplier is issued a return to vendor or a PTR (i.e. incorrect packing slip/ASN to parts physically received).

当供应商被发出退货或 PTR（如与所收的实物存在不正确的装箱单/ASN）更新供应商累计发运数量。

- Identify past due quantities using the most recent release. The formula is, prior CUM required minus the CUM received minus in-transit quantity.

利用最新的排期来确认过期的数量。该公式是，先前累计收货数量-累计收货数量-在途数量

- Identify the GHSP CUM required by date using the most current release. The formula is CUM received plus prior net CUM required plus req qty by the due date.

利用最新的排期来确认 GHSP 日期前的累计需求量。该公式是累计收货数量+先前净累计需求数量+过期日前的需求数量。

- Net quantity required is calculated using the most current releases' CUM required minus the GHSP CUM received quantity by date shown. If material is in-transit, the CUM received will not match the suppliers CUM shipped in the suppliers ERP system and this should be subtracted from the suppliers Net Req qty to ship to GHSP. The supplier is responsible to determine the CUM shipped compared to the CUM required to determine accurate shipping quantities.

净需求量是利用最新的排期上的累计需求量-显示日期前的 GHSP 累计收货量来计算的。如果物料是在途的，累计收货量将不能与供应商 ERP 系统上的供应商累计发运数匹配，这应该是从供应商净需求量减去发运到 GHSP 的数。供应商负责确定累计发运数与累计需求数的比较来确定准确的发运数量。

- Resolve any CUM discrepancies with the appropriate GHSP materials personnel at the plant immediately.

要立即和适当的 GHSP 工厂内的物料人员一起解决任何累计差异数

Please direct any questions regarding CUM maintenance to the GHSP plant materials contacts and escalate to the Supply Chain Team as necessary.

关于累计数维护的任何问题，请直接联系 GHSP 工厂物料，有必要的話，升级到供应链团队。

5. Replenishment Methodology Requirements 补货方式的要求

5.1 Introduction 介绍

In order to standardize supply chains, optimize inventory levels, and minimize freight expense, GHSP has defined three replenishment methods to order material from our supply chain partners.

为了规范供应链，优化库存水平和降低运输费用，为了从供应链合作伙伴处订购物料，GHSP 定义了 3 种补货方式。

The three methods for production replenishment are:

这 3 种生产补货方式是：

- Supplier Release determined through MRP – using the standard release method to communicate the required shipment quantities. The requirements may be reflected in many different “buckets”, such as daily, weekly, bi-weekly, monthly, quarterly, annually, etc.

通过 MRP 确定供应商排期的释放-使用标准的排期释放的方式来沟通所需的出货数量。该要求可能体现在不同的单位量上，如日、周、每周、每月、每季度、每年，等。

- Kanban – Kanban can be communicated either via email, internet, or through the GHSP visibility tool Supply Chain Portal (SCP) / Supplier Visualization (SV). This method may require the supplier to monitor inventory levels and calculate the required shipment quantity or it may require GHSP employees to monitor, calculate, and communicate the required quantities.

看板-看板可能通过邮件、网络或通过 GHSP 可视化工具供应链门户（SCP）/ 供应商可视化（SV）进行沟通。该方式可能需要供应商监控库存水平和计算所需的出货数量或可能需要 GHSP 员工来进行监控、计算和沟通所需的数量。

- Min/Max – Through the use of the SCP visibility tool, the Min/Max provides a range of acceptable inventory levels that the supplier must maintain. Suppliers must ship at the frequency designated by the GHSP receiving facility in order to keep inventory levels within this range.

最小/最大值-通过使用 SCP 可视化工具，最小/最大值需要提供一个可接受的库存水平的范围，供应商必须要维护。为了确保这个范围内的库存水平，供应商必须按照 GHSP 收货工厂指定的频率进行发运。

Exceptional Conditions only: 特殊情况只有：

A manual replenishment release would be acceptable in conditions where it is not possible to use one of the three designated GHSP replenishment methods.

在不能使用 3 种任何一个指定的 GHSP 补货方式的情况下，进行手动补充排期的释放是可以接受的。

- System failure, power outages, scheduling failures (MRP failed to process)

系统故障，停电，调度失败（MRP 无法处理）

- **Critical requirements:** GHSP recognizes that there may be times where demand may have to be prioritized for a supplier in critical inventory situations.

关键要求：GHSP 意识到在库存情况紧张的情况下，对供应商来说，可能要优先考虑需求的时间。

Our goal is three-fold: 我们的目标是 3 种：

- Optimize turnover , truck utilization, and prevent premium freight by using one of the 3 standard methods

优化周转率、卡车利用率和通过使用 3 种标准的方式来防止超额运费

- Maximize internal & external visibility of component parts

最大限度地提高组零件内部和外部的可视化

- Appropriate use of technology & electronic commerce to communicate replenishment signals

恰当地利用技术&电子商务来沟通补货信息

This means that a supplier could receive different replenishment signals from different GHSP receiving plants, and a single GHSP plant could use multiple signals with different suppliers. A supplier should not experience multiple signal strategies unless the parts shipped to GHSP are in different product life cycles (i.e. launch, balance out, etc.).

这意味着供应商可能接收到来自不同 GHSP 收货工厂的不同补货信号并且一个 GHSP 工厂的信号可能使用多种来自不同供应商的信号。供应商不应该经历多种信号策略除非发运到 GHSP 的零件是不同的产品产品生命周期（如投产、平衡等）

The determination of which method is used is based on many factors and is dependent upon:

决定使用哪种方式是基于多种因素且取决于：

- Lean manufacturing strategy and where the GHSP facility is in their progression of lean

精益生产策略以及哪个 GHSP 工厂在进行精益的推进

- Stability or predictability of customer demand

客户需求的稳定性或可预见性

- Supply Chain footprint; i.e. how close the shipping point is from supplier to the end GHSP facility.

供应链的路径；例如：供应商到最终 GHSP 工厂的发运点的距离。

To determine the optimal replenishment method used for each component, GHSP will review operational and supply chain conditions (life cycle, supplier location of production facilities, etc.). GHSP will communicate any changes to the supplier as soon as possible to ensure proper training on tools is identified and completed.

为了确定最优的补货方式用于每个零件上，GHSP 将评审操作和供应链的情况（生命周期、供应商生产场所，等）。GHSP 将尽快与供应商沟通任何变化以确保适当的工具培训被识别和完成。

5.2 Visibility Replenishment Tool Used for Min/Max and/or eKanBan (NA only)

可视化的补货工具用于最小/最大和/或看板（仅北美）

Two of the above methods utilize the GHSP defined tool (SCP) for visibility and lean replenishment. If the GHSP customer facility determines that either the min/max or eKanBan are the appropriate methodology, they will contact each supplier to advise them of the decision.

上述方式的其中 2 种利用 GHSP 所定义的工具来进行可视化和精益的补充。如果 GHSP 客户工厂决定要么最小/最大要么是看板作为最恰当的方式，他们将联系各供应商来告知该决定。

Each supplier is responsible to gain access to the tool, review training documentation (and request further training if required), and work with the customer plant to define and implement the operating procedures and parameters for using the visibility/lean replenishment tool. This requirement must be met in order to be considered for an annual award. GHSP will periodically review the current replenishment method to ensure the current replenishment method is still

optimal. If it is determined that the current replenishment strategy should be changed, the GHSP facility will work with the supplier to implement the change.

每个供应商负责获得访问的工具，审查培训文档（如需要，可要求进一步的培训）和客户工厂一起合作定义并实施操作程序以及使用可视化/精益补货工具的参数。为了考虑到年度供应商奖项，必须要满足该要求。GHSP 会定期审查当前的补货方式来确保当前的补货方式仍是最优的。如果被决定当前的补货策略应该被改变，GHSP 工厂将与供应商一起来实施该变更。

5.3 Important Documents and Supplementation to section:

重要的文件和补充资料:

See link to references below 见下面引用的链接

<http://www.ghsp.com/Suppliers/Supplier%20Visualization/>

6. Materials Management Operations Guidelines / Logistics Evaluation

物料管理操作指南/物流评审

6.1 Introduction 介绍

The Materials Management Operations Guidelines / Logistics Evaluation (MMOG/LE) is a global document jointly created by the Automotive Industry Action Group (AIAG), Odette representatives, OEM representatives, and automotive suppliers.

It is a document with recommended business practices for the supply chain management processes of automotive industry suppliers, and is intended to establish a common definition of materials “best” practices to facilitate effective communication between supply chain partners. The MMOG/LE has the same technical process approach as ISO/TS, but focuses on the supply chain processes, whereas TS focuses on quality management.

物料管理操作指南/物流评审（MMOG/LE）是一个全球性要求，是由美国汽车工业行动集团（AIAG），Odette 代表 & OEM 代表和汽车供应商共同创立的。这是一个为汽车行业供应商供应链管理的流程推荐的业务实践的文件，打算建立一个统一的物料定义“最佳”实践，以促进供应链合作伙伴之间的有效沟通。MMOG/LE 有相同的技术流程方法如 ISO/TE, 但它侧重于供应链流程，而 TS 侧重于质量管理。

Beginning in January 2015, GHSP suppliers will be required to submit the MMOG/LE to GHSP on an annual basis. The self-assessment should be emailed in a zip file to your GHSP buyer no later than the 31st of January each calendar year. At this time, GHSP is not requiring suppliers to be certified at a level A. GHSP reserves the right to audit MMOG/LE scores by

requesting supporting documentation or by conducting an onsite review of the supplier facilities.

2015 年 1 月开始，GHSP 供应商将被要求基于年度的基础上提交 MMOG/LE 给 GHSP。自我评审报告应该在不晚于每日历年的 1/31 以 ZIP 格式发邮件给你的 GHSP 采购。在这个时候，GHSP 不要求供应商要达到 A 级认证。GHSP 有权通过要求支持的文件或进行供应商工厂的现场评审来进行审核 MMOG/LE 的评分。

Suppliers are expected to purchase a download of the MMOG/LE publication and if needed, attend training on how to use the assessment by contacting AIAG on the internet at www.aiag.org.

期望供应商购买下载的 MMOG/LE 出版，如有必要，参加培训关于如何在网上 www.aiag.org 联系 AIAG 来使用该评审。

6.2 Supplier Assessments 供应商评审

An MMOG/LE will be completed for each supplier shipping location supplying product to a GHSP facility, i.e. if the supplier has a China manufacturing location that ships to GHSP Shanghai and a N. American facility that ships to GHSP-Hart, then two separate MMOG/LE's (one for each supplier facility) will be supplied to GHSP.

对于每个发运地址供应产品给 GHSP 工厂的供应商需要完成 MMOG/LE，举例：如果供应商有一个中国生产场所需要发运到 GHSP 上海和北美工厂发运到 GHSP-Hart, 那么 2 个独立的 MMOG/LE 需要提交给 GHSP（一份 MMOG/LE 对应一个供应商工厂）

7. Balance Out and Claims Process 衡销和索赔流程

7.1 Introduction 介绍

GHSP believes that obsolete material claims can be avoided by minimizing lead times, strictly adhering to production schedules, and properly managing inventory at all tiers in the supply chain. Most obsolete material claims occur at the balance out of a product. Balance out is defined as the end of a model as well as current model engineering changes. Our goal at balance out is to have zero obsolescence, and this requires our suppliers to closely manage their inventory on an on-going basis, and especially during the balance out event.

GHSP 坚信通过减少采购周期、严格按照生产计划并且在供应链中合理管理所有级别的库存可以避免过时物料的索赔。大部分过时物料的索赔发生在项目退出时。衡销一般发生在项目的终结以及当前产品的工程变更时。在处理衡销时我们的目标是 0 报废，这需要我们的供应商在持续的基础上紧密地管理他们的库存，特别是在项目退出阶段。

7.2 Balance Out and Claims Process 衡销和索赔流程

- 7.2.1 Our balance out process requires the GHSP materials plant representative to provide a balance out letter that states all parts and approximate date of last mass production purchase to the source supplying the components. GHSP notification of balance out, as well as defined balance out filing parameters, will take place outside of the established authorization window. Claims received after the established deadline will not be honored.

我们的衡销流程要求 GHSP 物料工程代表提供一份退出信来表示所有的零件和大致的最后量产采购日期到供应的子零件。GHSP 退出的通知，定义了退出参数的设置，并发生在所建立的授权交付内。在建立的截止日后收到的索赔将无法兑现。

- 7.2.2 After receiving balance out notification, any supplier planning to produce a contractual minimum run order which exceeds raw/fab authorization must first receive written approval from the GHSP Materials Planner or GHSP Purchasing Buyer.

收到衡销通知后，任何供应商计划生产一个合同的最低运行订单超过 raw/fab 授权，则必须先收到来自 GHSP 物料计划或 GHSP 采购的书面批准。

- 7.2.3 In the event that obsolescence occurs due to the discontinuation of a part, the following procedure must be followed to file a claim:

由于零件的终止而发生物料的报废，必须按照下记程序来提出索赔：

- 7.2.4 Determine the highest RAW and FAB (fabricated) material authorizations issued by GHSP. To determine the highest RAW/FAB authorizations, a CUM release history must be reviewed. The high point is the highest CUM release for the period prior to B/O notification. Suppliers should refer to the "High Release" and/or their Purchase Order for RAW/FAB authorizations.

由 GHSP 签发决定最高的 RAW & FAB(制造)物料授权。决定最高的 RAW/FAB 授权，必须要评审累计释放历史。在 B/O 通知前的阶段最高点是最高累计释放。供应商应该参考最高的排期释放和/或他们对 RAW/FAB 授权的采购订单。

- 7.2.5 Fill out the "Obsolescence Claim Form" and attach the supplier schedule/release documents (including release ID), purchase order, and any minimum run

authorizations to support the claim. All claims must be received within 15 days of balance out date to be eligible for reimbursement. All late claims will be denied.

填写“报废申请表”并附上供应商排期/释放的文件（包括释放的 ID）、采购订单和任何最新运行授权来支持该索赔。所有的索赔必须在收到退出日期的 15 天内收到才能获得索赔。所有后期的索赔都将被拒绝。

- 7.2.6 All obsolete material must be segregated and stored, pending audit and final disposition by GHSP and/or the OEM.

所有报废物料必须分开储存、等待审核、最终由 GHSP 和/或 OEM 进行处置。

- 7.2.7 Suppliers are encouraged to submit all claims to GHSP, regardless of value. However, external supplier claims less than \$250.00 dollars may not be paid, as it is dependent upon the total claim submitted to the OEM. GHSP claims to the OEM totaling less than \$500.00 aggregate will not be submitted to the OEM, nor paid to the supplier.

无论价值多少，鼓励供应商提交所有的索赔申请给 GHSP。然而，外部的供应商少于\$250 的索赔可能无法支付，因为它取决于全部提交到 OEM 的索赔。GHSP 声明 OEM 总的不到\$500 的金额将不会被提交到 OEM，也不会支付给供应商。

- 7.2.8 Supplier must obtain GHSP plant authorization in order to sell claimable material because it is no longer auditable by an OEM.

为了出售索赔的物料，供应商必须获得 GHSP 工厂的授权，因为它不再被 OEM 审核。

8. Logistics Requirements 物流要求

8.1 Introduction 介绍

These requirements are intended to give the GHSP Supplier a clear understanding of what is needed and how to ship product to GHSP, as well as the expectations and requirements needed to ensure deliveries are received on time and worry free. The requirements are intended to be used for collect shipments to GHSP, where GHSP is responsible for the transportation cost. This applies to all shipments domestic and international.

这些要求计划是给 GHSP 供应商清楚地了解需要什么，如何发运产品到 GHSP，同时所需的期望和要求，以确保准时无忧的交付接收。该要求原则上计划用于收集货物到 GHSP，GHSP 负责运费。这适用于所有的国内外货物。

If the supplier is part of a GHSP, routed dedicated run (milk run), all expectations noted in this document apply.

如果供应商是 GHSP 的 milk run 路线中的一部分，将运行专用的路线（milk run），所有期望备注在此文件中。

8.2 GHSP Freight Forwarders GHSP 货代

GHSP uses global freight forwarders in conjunction with FedEx and UPS to move products and materials throughout the world. All freight shipments (151 lbs. or more) where GHSP is responsible for the cost will be handled through one of these forwarders unless specific deviation instructions are provided to you by GHSP. Parcel shipments or shipments totaling 150 pounds or less will be shipped directly to GHSP using one of GHSP's preferred Parcel carrier's, FedEx or UPS. Please contact your Materials planner or your GHSP Buyer for the correct account number(s).

GHSP 使用全球货运代理与 FedEx 和 UPS 一起在全世界运送产品和物料。GHSP 负责运费的所有货物的运输（151lbs 或更多）将通过其中的这些货代进行处理除非 GHSP 提供特别的指示给你。包裹货物或总的 150 磅或更小的货物，直接使用 GHSP 首选的包裹承运商 FedEx 或 UPS 发运到 GHSP.对于正确的账号，请联系你的物料计划或你的 GHSP 采购。

- Also see: <http://www.ghsp.com/Suppliers/Policies%20&%20Procedures/>
也可以看: <http://www.ghsp.com/Suppliers/Policies%20&%20Procedures/>

8.3 Third Party or Drop shipments 第三方或零货

Shipments that do not originate from, or deliver to, a GHSP location will require specific authorization and processing if the charges are to be billed to a GHSP freight account. **The supplier must obtain written approval and an "AETC" (Authorized Excess Transportation Cost) number from the GHSP person coordinating the event requiring this move. The supplier must then provide this AETC number to the carrier/forwarder moving the material, to use as the shipment reference number that will show on the carrier invoicing that GHSP will receive.** In the event that GHSP receives a freight invoice for 3rd party or drop shipments that does not contain this information, the invoice will be disputed with the carrier and the charges will be billed back to the shipper.

如果一个运输发运或收货地点都非 GHSP 某个工厂，但费用需要 GHSP 支付，则需要特殊的授权来进行处理。供应商必须从 GHSP 相关人员处获得 GHSP 书面批准和一个“AETC”（超额运费授权）号码。供应商必须提供该号码给运送该物料的承运商/货代，用于出货参考将显示在 GHSP 将要收到的承运商发票上。对于第三方或零货的 GHSP 收到的运费发票没有以上信息的，GHSP 将会拒收该发票，而费用需向发运人收取。

8.4 Priority shipments 优先发运

A “Priority” or “Expedited” shipment is; any shipment made to GHSP using a transport service level greater than the industry base standard by shipment mode, (See table below)

所谓“优先”或者“紧急”发运，指得是任何优于 GHSP 标准发运模式的运输（见下表）

Standard service by shipment mode	
Mode	Industry Base Standard Service
Air Freight	Consolidated / Deferred / Standard
Ocean	Less than container load / Full container load
Truck	Less than truckload (Full truckload by scheduled volume)
Parcel	Ground / International Ground / International Economy

Requirements when making Priority shipments to GHSP: 优先发运需要满足以下要求：

- All priority shipments require GHSP authorization (No exception). 需要 GHSP 授权（无例外）
- The AETC # provided by GHSP is the ONLY acceptable form of authorization “AETC” 号码是授权的唯一形式
- All Priority or Expedited shipments, regardless of reason, will be made to GHSP using a GHSP defined transportation provider with all cost billed collect to GHSP. 所有优先或紧急发运，无论何种原因，都需要使用 GHSP 认可的运输商，并集齐费用开票给 GHSP
- All shipment documentation and all communications to GHSP and service providers, will contain and reference the AETC # in subject lines and shipment reference details. 所有的发运文件，单据，都需要在标题栏和发运明细中标明 AETC 号码

The requirements above are in place to better control excess transportation spend as well as to provide complete visibility to GHSP in critical shipment situations. Any cost that is deemed to be the responsibility of the supplier or shipper will be addressed through the “PTR” process to track cost, communication, and problem solving. In the event GHSP receives a priority shipment and it is evident that no attempt was made to follow the above requirements, cost recovery action will be taken for the entire cost of the shipment regardless of original responsibility 以上规定是为了更好的控制超额运费，同时也利于 GHSP 掌握关键运输的状态。如果额外的运费是由于供应商或者运输方的责任造成的，那么其费用将通过 PTR 的形式向供应商索赔并追踪问题解决。如

果 GHSP 收到紧急发运没有遵守以上规定，则无论是何方造成的问题，都将由供应商承担。

8.5 Shipment Frequency 发运频率

Production Suppliers are required to ship at the frequency reflected on the releases found on the QAD Supply Chain Portal (SCP) / Supplier Visualization (SV) website. The standard shipping frequency is communicated on the material releases; deviations are subject to supplier chargeback.

生产供应商被要求按照反映在 QAD 供应链门户 (SCP) / 供应商可视化 (SV) 网站上查询的释放上的频率进行发运。标准的发运频率是显示在物料排期的释放上，偏差将向供应商扣款。

Multiple shipments to the same GHSP facility on the same day, back to back shipments, or multiple shipments in the same week require prior GHSP authorization. Deviations from the standard without written authorization from GHSP could result in a PTR. Shipping on Friday one week and Monday of the next is considered back to back shipments and would require prior GHSP authorization.

在同一天多个出货到同一家 GHSP 工厂，来回出货或同一周内进行多次发货需要得到 GHSP 的授权。没有 GHSP 的书面授权的任何偏离标准的可能导致 PTR 的产生。每周五和下周一的发货被认为是背靠背发货，需要事先获得 GHSP 的授权。

The shipping frequency for an International Supplier may vary and will be reflected on the release you receive from each GHSP facility. Shipments made early, multiple shipments, or shipments via a mode other than specified on your PO, require GHSP approval prior to booking. Deviations from this standard could result in a PTR with freight charges billed back to the supplier.

对于一个国际供应商的发运频率可能会有变化并将反映到你接收来自每个 GHSP 工厂的释放排期上。提前出货，多次出货或通过不同于显示在 PO 上的指定模式的出货，需要提前得到 GHSP 的批准才能预订。偏离该标准可能导致 PTR，然后对供应商进行运费的扣款。

8.6 Over/Under Shipments 短装/溢装

Suppliers must ship to their release. Shipping more or less requires GHSP approval. This includes shipments where a supplier may ship more than once per week. Shipping short one day and over the next to make up the difference requires prior written approval.

供应商必须按排期释放进行发运。多发或少发需要得到 GHSP 的批准。这包括供应商可能比一周一次多的出货。某天的少发到下次的弥补差异需要提前得到书面的批准。

8.7 Domestic Shipment Requirements 国内出货要求

Standard domestic shipments to GHSP are to be made under “Collect-supplier dock” terms. Shipments will be made using the designated GHSP logistics service providers as referenced in the GHSP routing instructions found here:

<http://www.ghsp.com/Suppliers/Policies%20&%20Procedures/>

标准的国内出货到 GHSP 的是用于在“供应商码头提货”的条件下。使用指定的 GHSP 物流服务提供商进行出货，具体可参考这里能查到的路径指导：

<http://www.ghsp.com/Suppliers/Policies%20&%20Procedures/>

8.8 Domestic Shipment Documentation Requirements 国内货运文件要求

All suppliers are required to provide accurate and complete documentation to GHSP and the carrier/forwarder at the time of tender. Suppliers are required to ensure correct billing for freight by implementing dock procedures that ensure the Bill of Lading provided by the designated GHSP logistics service provider is provided to the actual carrier driver who has picked up the freight. Not using the correct Bill of Lading could result in the direct billing to GHSP by the carrier at a considerable increased cost. Violations to this requirement will be addressed through GHSP’s Problem Tracking Report (PTR), with violations carrying actions for cost recovery. Shipment delays, additional administrative activities, excess transportation costs, or any other process deviation resulting from non-compliance will also be handled through the PTR process.

在发货时，所有的供应商被要求提供准确的和完整的文件给 GHSP 和承运商/货代。通过实施码头程序来要求供应商确保正确的提单，是由指定的 GHSP 物流服务提供商提供的正确提单被给到实际来提货的承运司机手上。没有使用正确的提单可能会导致直接给 GHSP 结算时承运商会增加成本。违反该要求的将通过 GHSP 的问题追踪报告（PTR）进行处理，违规携带的行动会产生收回成本。延迟出货、额外的行政活动、多余的运输称号或任何由违规产生的流程偏差也将通过 PTR 流程处理。

8.9 Packing Slips 装箱单

A packing list must be attached to every shipment that arrives at a GHSP facility regardless of mode or method of transport. This includes items that arrive by personal delivery. The following information is required on each packing slip:

物料什么模式或运输方式，装箱单必须附在每票到达 GHSP 工厂的货物上。这包括个人交付到达的零件。在每个装箱单上需要下记信息：

- GHSP Purchase Order number GHSP 采购订单号
- Complete GHSP part number as stated on PO (discrete or blanket)
显示在 PO 上的完整的 GHSP 零件号（零散的或总体的）

- Total pieces by part number 零件号总数量
- Net Weight of complete shipment 完整出货的净重
- Gross Weight of complete shipment 完整出货的毛重
- GHSP part description of each part 每个零件的 GHSP 零件描述
- Contact name of person requesting the shipment for non-production items or discrete PO's 对于非生产性零件或零散的订单要求出货的联系人姓名

8.10 Parcel Shipments 包裹出货

For parcel shipments (FedEx or UPS) the following information is required.

对于包裹的出货（FedEx 或 UPS）需要下记信息。

- In the listed reference fields: 列在参考区域:
 - Reference #1 – GHSP PO# 参考#1:--GHSP PO#
 - **Reference #2 – AETC # (required when using any service other than Ground or international economy)**

参考#2—AETC 编号（任何超过经济发运模式时）

- Reference #3 – pack slip number 参考#3:--装箱单号
- Reference #4 – at least 1 GHSP part number as stated on the PO

参考#4—至少一个 GHSP 零件号 显示在 PO 上

- Customs documents (as required)
海关文件（所需的）

8.11 International Shipment Requirements 国际出货要求

It is the supplier's obligation to provide all necessary commercial trade documents and trade related information required to process the shipment through Customs and across borders efficiently and in compliance with all trade regulations defined by the country of destination. All suppliers are required to provide accurate and complete documentation to GHSP and the carrier/forwarder at the time of tender. Shipment delays, additional administrative activities, excess transportation costs, or any other process deviation resulting from non-compliance will be handled through the PTR process. PTR's can negatively affect a suppliers Quality rating and may contain debits for cost recovery. 供应商有义务提供所有必要的商业贸易文件以及所需的贸易相关的信息通过海关和有效的边境贸易并要符合由目的地国家定义的所有贸易规则。在发货时，要求所有供应商提供准确的和完整的文件给 GHSP 和承运商/货代。延迟出货、额外的行政活动、多余的运输称号或任何由违规产生的流程偏差也将通过 PTR 流程处理。PTR 可能会影响到供应商质量表现也可能包含成本损失。

8.11.1 Ocean freight routing from offshore suppliers 海外供应商的海运路线

Materials shipped from offshore suppliers should be booked to follow these guidelines:

从海外供应商发出的物料应该根据这些指南进行预订：

- 15 cubic meters (530 cubic feet) or less should ship LCL (Less than Container Load)
15 立方米（530 立方英尺）或小于的应该走 LCL（拼箱）
- 16 to 30 cubic meters (565 to 1000 cubic feet) should ship on a 20' container
16 到 30 立方米（565 到 1000 立方英尺）应该走 20 尺的集装箱
- 30 to 66 cubic meters (1000 to 2328 cubic feet) should ship on a 40' container
30 到 66 立方米（1000 到 2328 立方英尺）应该走 40 尺的集装箱

Suppliers may be required to modify certain documents to enable the separation of the shipment(s) to optimize the logistics.

供应商可能被要求修改一定的文件来确保货物的分离来优化物流。

Please reference the GHSP Freight Routing Instructions for additional detail by following this link: <http://www.ghsp.com/Suppliers/Policies%20&%20Procedures/>

对于更多的细节可通过下记这个链接参考 GHSP 运输路线说明

<http://www.ghsp.com/Suppliers/Policies%20&%20Procedures/>

8.12 International Trade Compliance 国际贸易条款

GHSP expects that all suppliers, when required or directed by GHSP, will ship materials across international borders in a manner that ensures GHSP and the supplier are meeting all regulatory trade requirements assigned to the transaction by the governments of the origin and destination countries. The supplier will ensure that all customs and shipment documentation is accurate, complete, and provided in a timely manner to any agent, forwarder, or broker, working in conjunction with, or on behalf of, GHSP. Should GHSP incur fines, penalties, or other costs resulting from inaccurate completion of these documents, traceable to the supplier's failure to respond to a Customs inquiry, audit, or verification, GHSP will hold the supplier accountable for reimbursement.

GHSP 期望所有的供应商，当由 GHSP 要求的或指示的，在一定程度上跨过国际边境来运输物料以确保 GHSP 和供应商都能满足所有由当地政府和目的地国际颁发的交易法规性贸易要求。供应商将确保所有海关和出货文件都是准确的、完整的并及时提供给任何代理、货代或报关行、相关合作的或 GHSP 的代表。由于这些文件信息的不准确、不完整，追溯到供应商错误来答复海关的询问、审计或验证而导致 GHSP 需要承担罚款、处罚或其他费用，GHSP 将向供应商进行索赔。

The supplier may also be responsible for any cost associated with the need to expedite freight as a result of materials being held in customs due to inaccurate, incomplete, or missing documentation. 由于信息的不准确、不完整或文件不全导致货物被海关扣留，相应所需的任何加急费，供应商也可能都要负责。

All information, software, technology or technical data provided by GHSP in any correspondence, written or attached, to any consultant, supplier, contractor, or non GHSP employee, will be considered confidential and privileged, and is intended exclusively for United States citizens under the direct employment of the consulting agency, supplier, contractor, or other service provider, located within the borders of the United States. GHSP recognizes that any item, equipment, software, technology or technical data that is shared, transmitted or transferred to a foreign national within the United States, or to anyone outside of the United States, may be considered controlled and require an export license by OFAC (Office of Foreign Assets Control), DDTC (Directorate of Defense Trade Controls), BIS (Bureau of Industry and Security), or any other United States government agency. It will be the sole responsibility of the consulting agency, supplier, contractor, or other service provider, to know and comply with all United States Export Control Regulations and federal licensing requirements set forth by any and all federal agencies, should any information, software, technology, or technical data associated with the subject, item, RFQ, or project, under development, or in production, need to be shared, transmitted, or transferred in any manner to a foreign national within the United States, or to anyone outside of the United States, for purposes of collaboration during design, development and/or production. 在任何信件、书面或附件中，所有由 GHSP 提供的信息、软件、技术或技术数据给任一顾问、供应商、承包商或任何非 GHSP 雇员的，都将视为保密并专为座落在美国境内的在咨询机构、供应商、承包商或其他服务提供商下的直属员工的美国公民提供特权。GHSP 确认了任何共享的项目、设备、软件、技术或技术数据，传输或转移到一个在美国的外国国民，或美国以外的任何人，可能要考虑控制，并且需要一份由 OFAC（外国资产控制办公室）、BIS(工业安全局)或任何其他美国政府办事处颁发的出口许可证。它将是咨询机构、供应商、承包商或其他服务提供商的唯一责任，以了解和遵守由任何或所有联邦机构提出的所有美国出口管制条例和联邦许可要求，应该是任何信息、软件、技术或与主题、项目、RFQ 或工程相关的技术数据，以设计、开发和/或生产的协作目的，在开发或生产中，需要被共享、传输或转移到任何在美国内的外国国民或美国外的任何人的举动。

8.13 NAFTA – North American Free Trade Agreement 北美自由贸易协议

In order to receive the preferential duty rates on products made in North America under NAFTA, GHSP must sign a NAFTA Certificate of Origin. The NAFTA Certificate of Origin declares that the goods covered by this certificate are made in North America. The NAFTA Certificate must be provided to the requesting Customs officials at the time goods are exported to NAFTA countries. For GHSP to issue its Certificate of Origin, we must be able to provide documentation verifying that the goods covered by the Certificate are made in North America. This requires some assistance on the part of our supplier.

为了获得在北美生产的产品根据北美自由贸易协议来享受优惠税率，GHSP 必须签一份北美自由贸易协议的原产地证明。NAFTA 原产地证可以声明在这个证明力涵盖的货物是在北美生产的。该 NAFTA 原产地证必须在货物出口到 NAFTA 国家的时候要提供到申请海关官员处。对于 GHSP 签发的原产地证明，我们必须提供文件证明该证书内覆盖的货物是在北美生产的。这需要我们零件供应商的一定协助。

GHSP requires written origin declarations for all parts from all suppliers. The preferred method is for the supplier to qualify their products under NAFTA and provide a signed NAFTA Certificate of Origin if the products qualify. This would require that an officer, or other authorized representative, from the supplier sign a NAFTA Certificate attesting to GHSP that each item listed satisfies the NAFTA Rules of Origin. GHSP imports also require a NAFTA Certificate of Origin, so if the supplier is shipping to GHSP across borders within the NAFTA region, a NAFTA Certificate is required.

对于所有零件，GHSP 需要各供应商的书面原产地声明。对于供应商来说，首选的方式是基于 NAFTA 下来限定他们的产品并提供一份签署的 NAFTA 原产地证明如果该产品符合的话。这将需要一个来自供应商的官员或其他授权的代表来签署这份 NAFTA 证明给 GHSP 代表所列的每个零件都满足 NAFTA 原产地的规定。GHSP 进口也需要一份 NAFTA 原产地证明，所以如果供应商要跨过边境在 NAFTA 区域内发运到 GHSP，也需要 NAFTA 证明。

GHSP requires supplier NAFTA Certificates to cover shipments for up to one year (a “blanket” certificate). Supplier certificates will have to be renewed on an annual basis. To complete the NAFTA Certificate of Origin and supply the information requested, the supplier must carefully analyze each item provided to GHSP to determine whether it meets the NAFTA Rules of Origin. The text of the treaty, the interim implementing regulations, the Statement of Administrative Action, and the legislative history may assist in the needed analysis. For additional assistance in qualifying items, please utilize:
http://www.cbp.gov/xp/cgov/trade/trade_programs/international_agreements/free_trade/nafta/

GHSP 需要供应商 NAFTA 证书能覆盖长达 1 年的出货量。供应商证书必须每年更新。为了完成 NAFTA 原产地证明和提供所需的信息，供应商必须仔细地分析每个提供给 GHSP 的零件来确定是否它符合 NAFTA 原产地的规定。该条约文本，临时执行条例，行政行为声明，以及立法记录可能会有助于必要的分析。为了让零件符合该规则，请利用以下链接来寻求额外的帮助。

http://www.cbp.gov/xp/cgov/trade/trade_programs/international_agreements/free_trade/nafta/

Only items that qualify for NAFTA preferential duty rates should be included on the NAFTA Certificate of Origin. For any non-qualifying items, such as goods of foreign origin, supplier must provide a Manufacturer's Affidavit on company letterhead, clearly declaring the country of origin for the foreign made article.

只有符合 NAFTA 优惠税率的零件才被包含在 NAFTA 原产地证内。对于任何不符合的零件，如外来货物，供应商必须提供一份印有公司抬头的制造商声明，清楚地声明原产地为外国生产的東西。

DEFINITION: Product of the United States. A product of the United States is an article manufactured within the Customs territory of the United States and may consist wholly of United States components or materials, of United States and foreign components or materials, or wholly of foreign components or materials. If the article consists wholly or partially of foreign components or materials, the manufacturing process must be such that the foreign components or materials have been substantially transformed into a new and different article, or have been merged into a new and different article.

定义：每个的产品。美国的产品是在美国境内生产的東西，可能是由所有的美国零件构成或美国物料和外国零件或物料构成或所有外国的零件或物料构成。如果该物品完全或部分由外国的零件或物料构成的，生产过程一定是外国零件或物料已基本上被转变成一种新的不同的物品或已合并成一种新的不同的物品。

We require that the NAFTA Certificate of Origin and Manufacturer's Affidavit include not only a description of the article, but also the supplier ID number, GHSP's item ID number, and the full 10 digit United States Harmonized Tariff Schedule classification number.

Please send the completed, signed NAFTA Certificate of Origin and Manufacturer's Affidavit to GHSP to the attention of your buyer, or to the GHSP requestor when responding to annual NAFTA and country of origin solicitations.

我们要求 NAFTA 原产地证和制造商声明不仅要包括物品的描述，而且要包括供应商 ID 号、GHSP 的零件 ID 号和整个 10 位数的美国协调关税表分类号。请将完整的已签署的 NAFTA 原产地证和制造商声明发到 GHSP 的采购或发给 GHSP 中要对每年的 NAFTA 和原产地作出回应的需求者。

Please be aware that when GHSP signs its own NAFTA Certificate of Origin, it is relying on the accuracy and validity of the information its suppliers have provided. Any changes to the information you supply must be immediately communicated to GHSP in writing. Should GHSP incur fines, penalties, or other costs resulting from inaccurate completion of these documents traceable to the suppliers failure to respond to a Customs inquiry, audit or verification, or a loss of NAFTA-organization status, GHSP will hold the supplier responsible for reimbursement.

请注意当 GHSP 签署它自己的 NAFTA 原产地证时，它是基于它的供应商所提供的信息的准确性和有效性。你们供应商的任何信息的变更必须立即书面联系 GHSP。由于这些文件信息的不准确、不完整，追溯到供应商错误来答复海关的询问、审计或验证或丢失 NAFTA-组织的身份而导致 GHSP 需要承担罚款、处罚或其他费用，GHSP 将向供应商进行索赔。

Foreign suppliers located outside of the NAFTA territories (United States, Canada, and Mexico) may also be required to provide similar information and comply with certain expectations associated with any free trade agreements established between the relevant origin and destination countries. GHSP will notify each supplier of their obligations, should these documents be required.

座落在 NAFTA 地区（美国、加拿大和墨西哥）以外的外国供应商可能也需要提供相似的信息并遵守相关始发地和目的地国家之间所建立的相关的任何自由贸易协议的一定期望。GHSP 会通知每个有义务的供应商，要求提供这些文件。

***Note** – All GHSP suppliers are required to provide, their GHSP Buyer with updated or renewed blanket certificates or Manufacturers Affidavits covering all parts provided to GHSP, at a minimum, each year by December 31st. Documents must be dated to cover the following fiscal year.

***注**-所有 GHSP 供应商都被要求提供，更新或更换覆盖所有供给 GHSP 零件的证书或制造商声明给 GHSP 采购，至少，每年的 12/31 前。文件备注的日期必须能覆盖下一年度。

8.14 C-TPAT and Supply Chain Security C-TPAT & 供应链安全

GHSP is currently C-TPAT certified to a tier II level in the U.S. and operates under the same security processes within its facilities around the world. As a requirement to maintain this certification, GHSP must conduct a periodic review of its supply chain and ensure all suppliers are in compliance with and demonstrate that they are meeting the minimum security criteria. For more information specific to the requirements of C-TPAT, please visit: <http://www.cbp.gov/border-security/ports-entry/cargo-security/c-tpat-customs-trade-partnership-against-terrorism>

GHSP 是当前在美国被 C-TPAT 认证的二级水平并在全世界各地操作相同的安全程序。作为维持此认证的要求，GHSP 必须进行供应链的定期检查以确保所有的供应商都符合，证明他们满足最低安全标准。关于 C-TPAT 要求的更多详细信息，请访问：：
<http://www.cbp.gov/border-security/ports-entry/cargo-security/c-tpat-customs-trade-partnership-against-terrorism>

All suppliers to GHSP are required to ensure appropriate security measures are in place at their facility to prevent unauthorized access to any materials, containers, or packaging, being processed for delivery to any GHSP facility. For all shipments, supplier accepts responsibility for factory and container security, until such time as the container/merchandise is delivered to or ownership transferred to GHSP.

所有 GHSP 供应商被要求在他们工厂的任何地方要确保适当的安全措施防止未经授权的东西进入到要交付到 GHSP 工厂的任何物料、容器或包装。对于所有出货，供应商需要承担工厂和容器的安全责任，直到容器/商品交付或所有权转移到 GHSP。

Supply chain security audits can be performed at any time and without notice to the supplier. In most circumstance, audits will be conducted in person and onsite at the supplier's location and scheduled in advance to ensure proper resources are available at the supplier to facilitate an effective evaluation. A supplier survey will be sent to the supplier for completion prior to the evaluation. Audits may also require visits to sub-suppliers or contractors that provide services necessary to produce the materials provided to GHSP. In rare cases, or in the event GHSP is undergoing a "revalidation" these supplier visits may be accompanied by U.S. Customs and Border Protection officials. Suppliers will be made aware of these situations in advance.

供应链安全审核可能会随时进行，不会通知到供应商。大多情况下，审核将在供应场所和预先安排下进行人员和现场的审核以确保可利用的资源对供应商作出有效的评价。审核也可能需要参观到提供所需的服务来生产物料给 GHSP 的下级供应商

或承包商。少数情况下，或 GHSP 正在接受一种“验证”这些供应商拜访可能会由美国海关和边境保护官员的陪同。供应商要提前意识到这些情况。

Note –GHSP requires suppliers to perform a supply chain security self-assessment annually and provide the results to their GHSP Buyer by December 31st of the current year.

注-GHSP 需要供应商每年进行一次供应链安全自我评估并在当前的 12/31 前就将结果提供给他们 GHSP 采购。

8.15 Bill of Lading and Packing Slip (Reference 8.7 and 8.8 above) –

提单和装箱单（参考上面的 8.7 和 8.8）

In addition to the standard information required on the domestic Bill of Lading, all international shipments will also require the Incoterms to be called out on this document. Please reference your PO, contract, or terms and conditions for the agreed to term. Incoterms are required to follow the “Incoterms 2010” version as defined by the International Chamber of Commerce (ICC), and must also include the defined “named place” where applicable.

除了国内提单需要标准的信息外，所有国际货物也需要国际贸易术语体现在这个文件中。请参考你的订单、合同或条款和约定的期限。贸易术语要根据由国际商会（ICC）定义的贸易术语 2010 版进行，而且适用的话，也必须包括所定义的指定地点。

8.16 Commercial Invoice Requirements 商业发票要求

The following information is required on all commercial invoice documents:

在所有的商业发票文件上都需要下记信息：

- Full description of merchandise in English; including HTS Code appropriate to the destination country
用英语进行完整的商品描述，包括相应目的地国家的 HTS 代码
- Country of origin 原产地
- Piece count 件数
- Value per item 单价
- Total invoice value 总发票金额
- Currency of given values – must be in destination country currency

i.e. (USD, MXN, CNY)

所提供价值的币种-一定是目的地国际币种，如（USD, MXN, CNY）

- Foreign shipper/manufacturer name and address
国外发运人/制造商名字和地址
- Document must clearly state “Commercial Invoice”
文件必须清楚地注明 “商业发票”

You can also find the official requirements here:

http://edocket.access.gpo.gov/cfr_2011/aprqtr/pdf/19cfr141.86.pdf

你也可以在这里找到官方的需求：

http://edocket.access.gpo.gov/cfr_2011/aprqtr/pdf/19cfr141.86.pdf

8.17 Shippers Letter of Instruction (SLI) 托运人指示信（SLI）

Suppliers are required to complete a shipper's letter of instruction for all international shipments handled by a GHSP Freight Forwarder.

对于所有的由 GHSP 货运代理处理的国际货物，要求供应商完成一份托运人指示信。

8.18 Parcel or Small Package Shipments (less than 150 pounds to any GHSP location)

包裹或小包装货物（到任何 GHSP 场所，小于 150 pounds）

Will be shipped via FedEx Express standard ground service (within the US) or FedEx Express International Economy (if originating outside of the US) using the appropriate GHSP account number associated with the final GHSP destination plant. Please contact your Material Planner or your GHSP Buyer for the correct FedEx account number.

将通过联邦快递标准地面服务（美国内）或联邦快递国际经济（如果来自美国外的）进行发运，使用最终 GHSP 目的地工厂的 GHSP 账号。对于正确的联邦账号，请联系你的物料计划或你 GHSP 的采购。

The following information is required for all Parcel shipments made under GHSP accounts:

基于 GHSP 账号下出所有的包裹货物，需要下记的信息：

- Reference #1 –GHSP Purchase Order number GHSP 采购订单号
- Reference #2 –name of GHSP person requesting shipment
GHSP 要求出货的人员姓名
- Reference #3 –pack-slip number 装箱单号
- Reference #4 – at least 1 GHSP part number, as stated on the PO
至少 1 种 GHSP 零件号，显示在 PO 上

Use of UPS or any other parcel carrier requires GHSP written approval.

UPS 或任何其他包裹承运商的使用需要获得 GHSP 的书面批准。

9. Packaging and Labeling Requirements 包装和标签要求

All GHSP packaging and labeling requirements shall be per GHSP Supplier Packaging Requirements and Guidelines 10_1_15. The Guideline can be found on the GHSP home page under the following link:

<http://www.ghsp.com/en/suppliers/policies-procedures>

所有 GHSP 的包装和标签要求，需符合 GHSP 供应商包装要求和规范 10_1_15。这一规范可以在 GHSP 主页通过以下链接：

<http://www.ghsp.com/en/suppliers/policies-procedures>



General Terms and Conditions

通用术语和条款

October 14, 2016

中文仅供 GHSP 供应商和潜在供应商参考。如果中文与本文件的英文原版有任何抵触或不相符之处，将以英文版作为法律记录文件。

TABLE OF CONTENTS

<u>1. THE CONTRACT 合同 88</u>	7.3 RECALLS, ALERTS, FIELD CAMPAIGNS OR OTHER OEM NOTIFICATION 召回, 警告, 现场运动或其他 OEM 通知 96
1.1 OFFER AND ACCEPTANCE 合同和接受 88	
1.2 CHANGES 变更 89	<u>8. PRODUCT LIABILITY 产品责任 97</u>
1.3 OTHER CHANGES 其他变更 90	8.1 INDEMNIFICATION 赔偿 97
<u>2. PRODUCTS AND SERVICES 产品和服务 90</u>	8.2 PROCEDURE 流程 99
2.1 QUANTITY 数量 90	<u>9. COMPLIANCE WITH LAWS 法律符合 99</u>
2.2 CURRENT-MODEL SERVICE REQUIREMENTS 量产件服务要求 91	<u>10. INTELLECTUAL PROPERTY RIGHTS 知识产权 100</u>
2.3 PAST-MODEL SERVICE REQUIREMENT 售后件服务要求 91	10.1 BUYER'S INTELLECTUAL PROPERTY 买方知识产权 100
<u>3. DELIVERY 交付 92</u>	10.2 SELLER'S INTELLECTUAL PROPERTY 卖方知识产权 100
3.1 PACKING AND SHIPMENT 包装和发运 92	10.3 INFRINGEMENT 侵权 101
3.2 DELIVERY SCHEDULES 交付计划 92	<u>11. PROPERTY 资产 102</u>
<u>4. INSPECTION 检验 92</u>	11.1 BUYER'S PROPERTY 买方资产 102
<u>5. TAXES 税费 93</u>	11.2 SELLER'S PROPERTY 卖方资产 104
<u>6. PAYMENT 付款 93</u>	11.3 TOOLING; CAPITAL EQUIPMENT 工装设备 104
<u>7. PRODUCT WARRANTIES 产品质保 93</u>	<u>12. TERM AND TERMINATION 终止条款 106</u>
7.1 SELLER'S WARRANTIES 卖方保证 93	12.1 GENERALLY 总则 106
7.2 NON-CONFORMING PRODUCTS 不合格品 96	12.2 TERMINATION BY BUYER FOR CONVENIENCE 买方终止权利 106
	12.3 AMOUNTS PAYABLE TO SUPPLIER 应付款项 106

13. DEFAULT 违约 107

13.1 EVENTS OF DEFAULT 违约事件 107

13.2 REMEDIES 补救措施 107

14. TRANSITION OF SUPPLY 过渡供应 108

15. CONFIDENTIAL INFORMATION 保密信息 109

16. ASSIGNMENT AND SUBCONTRACTING 转让和分包 110

17. EXCUSABLE NON-PERFORMANCE 可原谅的不履行 110

18. LABOR CONTRACTS 劳工合同 112

19. CUSTOMS 关务 112

20. INSURANCE 保险 113

21. DISPUTE RESOLUTION 纠纷处理 113

22. MISCELLANEOUS 综合事项 113

22.1 ADVERTISING 广告 113

22.2 AUDIT RIGHTS 审核 113

22.3 ELECTRONIC COMMUNICATION 电子信息 114

22.4 RELATIONSHIP OF THE PARTIES 合同各方关系 114

22.5 WAIVER 弃权 114

22.6 ENTIRE AGREEMENT 全部协议 114

22.7 SEVERABILITY 可分割性 115

22.8 INTERPRETATION 解释 115

22.9 NOTICES 通知 115

22.10 GOVERNING LAW 管辖法律 115

23. SET-OFF; RECOUPMENT 抵消扣除 115

GENERAL TERMS AND CONDITIONS

1. The Contract.

1.1 Offer and Acceptance. Each purchase order Buyer issues ("**Purchase Order**") to the seller identified on the Purchase Order ("**Seller**") is Buyer's offer to purchase the products ("**Products**") and services ("**Services**") identified in that Purchase Order. Buyer will indicate quantity due periodically via a release schedule ("**Release**"). Seller will be deemed to have accepted a Purchase Order as issued (1) if Seller fails to object to the Purchase Order in writing within 3 business days after receipt, or (2) if Seller has begun or later begins performance under the Purchase Order, or (3) if Seller acknowledges to Buyer in writing its acceptance of the Purchase Order. Upon acceptance, the Purchase Order, which includes and is governed by these General Terms and Conditions ("**Terms**") and any other documents specifically incorporated by reference in the Purchase Order or separately agreed to in writing by Buyer and Seller, such as specifications, drawings, requirements of Buyer's customer, or quality requirements, will become a binding contract between Buyer and Seller (collectively, the "**Contract**"). Any proposal for additional or different terms, or any attempt by Seller to vary in any degree any of the terms of the Contract in Seller's acceptance is hereby rejected. Any proposal for additional or different terms shall not operate as a written objection to the purchase order unless the variance is in the terms of the description, quantity, price, or delivery schedule of the goods. Any attempt by Seller to vary in any degree any of the terms of the Contract in the

Seller's acceptance of the Purchase Order shall not operate as a rejection of the Purchase Order but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without the additional or different terms. If the Purchase Order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the terms contained or incorporated in the Purchase Order, including without limitation, these Terms. Additional or different terms or any attempt by Seller to vary in any degree any of the terms of the Purchase Order shall be deemed material and are rejected. "**Buyer**" is GHSP, Inc., unless otherwise stated on the Purchase Order.

1.合同

1.1 要约和接受。采购订单指得是由订单定义的买方发给订单定义的卖方的（“采购订单”）为购买订单中确定得产品（“产品”）和服务（“服务”）的要约。买方将定期通过发布交付计划（“发货单”）指明应交付的数量。在以下情况下，卖方将被视为已接受买方发出的采购订单：(1) 如果卖方在收到订单后 3 个工作日内未以书面形式拒绝接受采购订单，或 (2) 如果卖方已开始或稍后将开始履行采购订单下卖方的义务，或 (3) 如果卖方以书面形式向买方承认已接受采购订单。采购订单包含本通用条款和条件（“条款”）并受其约束。一旦被接受，采购订单连同其它任何专门纳入采购订单中以作参考的文件或买卖双方另行以书面形式达成的协定（比如规格书、图纸、买方客户要求、数量要求等）将成为买卖双方之间具有法律约束力的合同（统称为“合同”）。因此，任何提出附加或不同条款的提案，或卖方对已获卖方认可的任何合同条款进行任何程度上的改动的任何企图，都一律拒绝接受。任何提出

附加或不同条款的提案将不视为对采购订单的书面拒绝，除非该变更是针对产品名称、数量、价格或交付计划。卖方对已获卖方认可的任何合同条款进行任何程度上的改动的任何企图均不得视为拒绝采购订单，但应视为对采购订单的实质性改动，并且此要约被视为已为卖方所接受且不附加额外或不同的条款。如果采购订单被视为卖方对之前要约的接受，该接受仅限于采购订单中所包含的条款。附加或不同条款或卖方对采购订单任何条款进行任何程度上的改动的任何企图将视为实质性改动，将被拒绝。“买方”为 GHSP，除非采购订单上另有说明。

1.2 Changes.

(a) Buyer may, from time to time and upon notice to Seller, make reasonable changes to the drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment, or similar requirements prescribed in the Contract, including without limitation any changes required by Buyer's customer. Seller may request in writing, together with appropriate supporting documentation, an equitable adjustment to the Contract prices and times for performance as a result of Buyer's changes. Seller shall provide any additional documentation requested by Buyer in connection with Seller's request for such adjustment. Any proposed adjustment to the Contract price or times for performance shall not be effective unless agreed to in writing by authorized representatives of both Buyer and Seller.

(b) Seller will not make any changes relating to the Products, including, without limitation, to the Product contents, design, specifications, processing, including manufacturing or assembly processes, packing, marking, shipping, price or date or place of delivery, except at Buyer's written instruction or with Buyer's written approval. Examples of such prohibited changes include, without limitation, changing (i) any suppliers of Services, raw materials

or goods used by Seller in connection with Seller's performance under a Purchase Order; (ii) the location of Seller's facility, or the location of the facility of any of Seller's suppliers, if such change in location would in any way impact the Products, Services, raw materials or goods used by Seller in connection with Seller's performance under a Purchase Order; (iii) the price of any Products or Services covered by a Purchase Order; (iv) the nature, type or quality of any Services, raw materials or goods used by Seller or its suppliers in connection with a Purchase Order; (v) the fit, form, function, appearance or performance of any Products covered by a Purchase Order; or (vi) the production method, process, software, or any production equipment used in the production or provision of, or as part of, any Products or Services supplied pursuant to a Purchase Order. Any changes by Seller to any Purchase Order, or to the Products or Services covered by the Purchase Order, without the prior written approval of an authorized representative of Buyer shall constitute a breach of the Purchase Order.

1.2 变更

(a) 买方可能在通知卖方后不时对图纸、规格、材料、包装、测试、数量、交付/运输的时间/方式、或合同中规定的类似要求作出合理的变更，包括但不限于买方客户要求的任何变更。为执行买方所要求的变更，卖方可能向买方发出书面请求并随附适当的支持文件，对合同价格和履约时间作出公平调整。卖方应基于买方要求提供与卖方作出该调整相关的任何补充文件。任何调整合同价格或履约时间的提案均为无效，除非得到买卖双方授权代表的书面同意。

(b) 除非买方书面指示或经买方书面同意，卖方不得对产品作出任何变更，包括但不限于产品内容、设计、规格、加工（包括制造或装配工艺）、包装、标记、装运、价格、交付日期地点。禁止的变更包括但不限于 (i) 卖方使用的与卖方履行采购

订单义务相关的任何服务、原材料或货物的供应商；(ii) 卖方工厂的位置，或任何卖方供应商工厂的位置，如果位置变更将以任何方式影响卖方使用的与卖方履行采购订单义务相关的产品、服务、原材料或货物；(iii) 采购订单所涵盖的任何产品或服务的价格；(iv) 卖方或其供应商使用的与采购订单相关的任何服务、原材料或货物的性质、类型或质量；(v) 采购订单所涵盖的任何产品的装配、形状、功能、外观或性能；或 (vi) 生产或提供依据采购订单供应的任何产品/服务或产品/服务的一部分时所使用的生产方法、工艺、软件或任何生产设备。如未经买方授权代表的事先书面许可，卖方对任何采购订单或采购订单所涵盖的产品或服务作出的任何变更将构成对采购订单的违约。

1.3 Other Changes. Except for the changes described in Section 1, neither party may make any changes to the Contract during its term (as described in Section 12.1) without the prior written agreement of Buyer and Seller's authorized representatives.

1.3 其它变更。除本通用条款第 1 条中所述的变更外，未经买卖双方授权代表的事先书面许可，在合同期（如本通用条款第 12.1 条所述）内双方均不得对合同作出任何变更。

2. Products and Services.

2.1 Quantity.

(a) Quantities and delivery schedules will be specified in the Releases, and will be reasonably determined by Buyer and sent to Seller from time to time. Buyer may return over-shipments to Seller at Seller's expense. Unless otherwise expressly stated in the Purchase Order or Contract, if no quantity is stated on the face of the Purchase Order or if the quantity is blank or states the quantity as zero, "blanket," "see release," "as scheduled," "as directed," "subject to Buyer's production releases" or similar terms, then Seller will supply Buyer's requirements for Products in such quantities as

identified by Buyer as firm orders in material authorizations releases, manifests, broadcasts, or similar Releases that are transmitted to Seller during the term of the Purchase Order, and Seller will supply all such Products on such dates and times, at the price and on the other terms specified in the Purchase Order. **[Buyer will buy all of Buyer's requirements of the specific part number referenced in the Purchase Order for the market referenced in the Purchase Order.]** Releases are part of the Purchase Order, are governed by these Terms, and are not independent contracts.

(b) Seller accepts the risk associated with lead times of various raw materials and/or components if they are beyond those provided in Releases. Seller agrees to 100% on-time delivery of Products in the quantities and at the times specified by the relevant Purchase Order and related Releases. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which entitles Seller to modify the price for Products. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries.

(c) Unless otherwise agreed to in writing by Buyer, the risk of loss passes from Seller to Buyer upon delivery to Buyer's transportation carrier (or if shipment is by Seller or common carrier, then upon delivery to Buyer's designated facility), but title passes to Buyer only upon acceptance by Buyer at Buyer's facility where the Products are to be used.

(d) To assure the timely delivery of Products meeting Buyer's requirements and to avoid any unforeseen delays, Seller will, upon written request from Buyer, manufacture Products in excess of Buyer's current Purchase Orders to serve as a reserve for shipment, at such inventory reserve levels as may be set by Buyer from time to time. Until such reserve products are purchased by Buyer from Seller, they shall remain the property of Seller,

and shall be held by Seller at its sole risk and expense.

2. 产品和服务

2.1 数量

(a) 数量和交货计划将由买方合理确定、明确在要货单中，并不时发送给卖方。买方可将多交付的货物退还给卖方，产生的费用由卖方承担。除非采购订单或合同中另有明文规定，如果采购订单正文中没有说明数量，或数量为空白，或说明数量为零、“总括订单”、“参见发货单”、“按照计划”、“按照指示”、“根据买方的生产计划”或类似术语，则卖方将把在采购订单期间收到的材料授权发货单、货单、传真或类似发货单作为确认订单，按照买方在其中确定的数量日期、时间、价格和采购订单中明确的其它条款供应产品。[买方将在采购订单中提及的市场购买采购订单中提及的所有特定零件编号的必需品。]发货单是采购订单的一部分，需要遵从这些条款，并非独立合同。

(b) 卖方接受与各种原材料和/或元件的生产前置时间相关的风险，如果超出了发货单中明确的数量包括。卖方同意按照相关采购订单/发货单中规定的数量和时间100%准时交货。买方可更改安排好的发货时间，或要求暂停安排好的发货，但卖方不可据此修改产品价格。买方没有义务接受提前交货、推迟交货、部分交货或超额交货。

(c) 除非买方另有书面约定，向买方承运人交货时（若通过卖方或公共承运人发货，则在向买方的指定地点交货时）损失风险会从卖方转移到买方，但仅当买方在其使用产品的场所接受产品时，所有权才转让给买方。

(d) 为保证产品及时交货以符合买方要求，避免出现任何无法预料的延迟情况，卖方将在买方的书面请求下，生产超过买方当前采购订单数量的产品用作发货储备，库存储备数量可每次由买方设定。买方从卖方购买这类储备产品前，它们属于卖方的资产，卖方将独自承担产品相关的风险和费用。

2.2 Current-Model Service Requirements. During the term of a Contract, Seller will make Products covered by the Contract available to Buyer for Buyer's current-model service requirements at the

then-current production prices under the Contract plus any additional costs for special packaging.

2.2 量产件服务要求。在合同期间，卖方将根据买方的量产阶段服务要求向买方提供合同涵盖的产品，即以合同内当时的价格，加上特殊包装所产生的任何额外费用。

2.3 Past-Model Service Requirement.

During the applicable vehicle program production life, which commences with the Original Equipment Manufacturer (OEM) start of production and ends seven years after a vehicle design concludes production or a specific part concludes production ("**Production Price Window**") (unless a different period is agreed in writing by the parties), Seller will supply Buyer's written "replacement parts" and "service parts" orders for the same Products, component parts and materials at the price(s) set forth in the Purchase Order plus any actual cost differential for special packaging. Seller, after the Production Price Window, will sell Products to Buyer in order to fulfill Buyer's past model service and replacement parts requirements, at price(s) based on the most recent price(s) under the Purchase Order, taking into account actual, documented (by supplier invoice) differences in the cost of materials, packaging, and costs of production after any of Buyer's current model purchases have been completed, as mutually and reasonably agreed by the parties. Unless otherwise expressly agreed to in writing by an authorized representative of Buyer, or Buyer has removed tooling from Seller necessary for the production of service parts, Seller's obligations under this Section 2 shall survive termination, regardless of the reason for such termination, and expiration of the Purchase Order.

2.3 售后件服务要求。

在适用的汽车计划生产周期内，该周期始于原始

设备制造商 (OEM) 开始生产，止于车辆设计终止

生产或特定零件终止生产后七年（“量产价格窗口”）（除非双方书面约定其它周期），卖方将以采购合同内说明的价格加上特殊包装产生的任何实际成本向买方提供用于相同产品、零部件和材料的“替换件”和“维修件”。根据双方共同合理约定，在量产价格窗口之后，卖方将依据采购订单的最新价格向买方销售产品，以满足买方的量产后维修件及替换件要求，并考虑实际的、有书面证明（基于供应商发票）的材料及包装成本差额，以及生产成本差额。除非买方授权代表另有明确书面约定，或买方移走了卖方生产维修件所必需的模具，否则卖方在本通用条款第 2 条下的义务将持续有效，不论是否存在终止理由，以及采购订单是否期满。

3. Delivery.

3.1 Packing and Shipment. Buyer may specify the method of transportation and the type and number of packing slips and other documents to be provided with each shipment. Seller will pack and ship Products in accordance with Buyer's instructions, including labeling and hazardous materials instructions. If Buyer has not provided packing or shipping instructions, Seller will pack and ship Products in accordance with sound commercial practices. If Seller is required to use Buyer's returnable packaging, Seller will be responsible for cleaning and returning the returnable packaging. If returnable packaging is not available, Seller may use expendable packaging and Buyer will reimburse Seller for the reasonable costs of expendable packaging.

3. 交货

3.1 包装和货运运输. 买方可指定运输方式、装箱单的类型和数量，以及每次发货随附的其它文件。卖方将根据买方的指示包装及运送产品，包括标签和危险物品说明。如果买方未提供包装或

运输说明，卖方将按照商业惯例进行合理地包装及运输。如果卖方需要使用买方的可回收包装，卖方将负责清洁并退回可回收包装。如果没有可回收包装，卖方将使用消耗性包装，买方将向卖方补偿消耗性包装所产生的合理费用。

3.2 Delivery Schedules. Seller will deliver Products and Services in strict accordance with the Releases. Unless otherwise stated in the Contract, Products will be delivered domestically Freight Collect, Seller's dock and internationally FCA Free Carrier, named port of export, Incoterms 2010. If Products are not ready for delivery in time to meet Buyer's delivery schedules, the party causing the delay will be responsible for additional costs of any resulting expedited or other special transportation.

3.2 交付计划. 卖方将严格按照发货单交付产品及服务。除非合同中另有说明，按照 2010 年国际贸易条规，产品交货时国内货运将在卖方提货 EXW，国际货运将在指定出口港采用货交承运人 (FCA)。如未准备好产品及时交货，未满足买方的 交付计划，造成延误的一方将承担任何导致紧急发货或其它特别运输所产生的额外成本。

4. Inspection.

Buyer or its direct or indirect customers may, upon reasonable advance notice to Seller, conduct audits, inspections or testing at Seller's production facility for the purpose of verifying Seller's performance under the Contract, including compliance with all quality, cost or delivery requirements. Seller will ensure that the terms of its contracts with its subcontractors provide Buyer and its customers with all of the rights specified in this Section. Buyer is not required to inspect Products delivered or Services performed, and no inspection or failure to inspect

will reduce or alter Seller's obligations under the Contract.

4. 检验

在合理提前通知卖方的情况下，买方及其直接或间接客户可在卖方的生产工厂进行审核、检验或测试，以便验证卖方履行合同规定的表现，包括符合所有质量、成本或交货要求。卖方与其分包商的合同条款需确保买方及其客户在本条款里规定的所有权利。买方没有必要检验卖方已交付的产品或已履行的服务，检验或不检验都不会减少或更改卖方在此合同下的义务。

5. Taxes.

Unless otherwise stated in the Contract, the Contract price includes all applicable federal, state, provincial, and local taxes other than sales, value added, or similar turnover taxes or charges, which must be shown separately on Seller's invoice for each shipment. Notwithstanding the foregoing, the Products purchased under the Purchase Order are identified as industrial processing or resale and may be exempt from sales taxes. In such case, the tax identification number and/or other exemption information are stated in the Purchase Order, the applicable Country Supplement or are otherwise provided by Buyer.

5. 税费

除非合同中另有说明，合同价格包括所有适用的联邦、州、省或地方税，以及销售税、增值税或类似营业税费，这些必须在卖方的每票货物发票中单独说明。尽管有上述规定，根据采购订单购买的产品若被认定为工业加工或转售产品，则可能免征销售税。在此情况下，税标识号或其它免税信息会明确在采购订单、适用的国家增补信息中，或由买方另行提供。

6. Payment.

Payment terms are net 45 days or as set forth in the Contract. Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Buyer after delivery of Products and performance of Services, and Buyer may withhold payment until a correct and complete invoice or other required information is received and verified. Seller will accept payment by check or other cash equivalent, including electronic funds transfer. Buyer will pay Seller in the currency specified in the Contract or, if none is specified, in the currency of Seller's shipping or service location. Buyer may setoff or deduct from sums owed to Seller under the Contract those sums owed by Seller to Buyer in accordance with Section 22.

6. 付款

付款期限为净 45 天或合同说明的期限。卖方将在交付产品及履行服务后及时提交正确完整的发票或其它约定的账单信息及买方合理要求的其它信息，否则买方可拒绝付款，直至收到并验证正确完整的发票或其它所需信息。卖方将接受支票付款或其它现金等价物，包括电子资金转账。买方将按合同指定的货币向卖方付款，如未指定，则按卖方发货或服务所在地的货币付款。按照本通用条款第 22 条，买方可依据合同从要支付给卖方的总额中抵消或减去卖方欠买方的款项。

7. Product Warranties.

7.1 Seller's Warranties.

(a) Seller expressly warrants and guarantees to Buyer, to Buyer's successors, assigns and customers,

and to users of Buyer's Products, that all Products delivered or provided to Buyer will: (i) be world-class, competitive Products in terms of price, quality, delivery and technology, and conform to the specifications, standards, drawings, samples, descriptions and revisions as furnished to or by Buyer; (ii) conform to all applicable laws, orders, regulations and standards in countries where the Products or vehicles or other products incorporating the Products are to be sold, including without limitation the National Traffic and Motor Vehicle Safety Act, United States motor vehicle safety standards, European Union Directive 2000/53/EC, and equivalent industry standards; (iii) be merchantable and free of defects, including without limitation defects in design (to the extent designed by Seller or any of its subcontractors, agents or suppliers, even if the design has been approved by Buyer), materials and workmanship; (iv) be selected, designed (to the extent designed by Seller or any of its subcontractors, agents or suppliers, even if the design has been approved by Buyer), manufactured and assembled by Seller based upon Buyer's stated use and be fit and sufficient for the purposes intended by Buyer, and (v) be free of all liens, claims and encumbrances whatsoever. Seller further expressly warrants that, unless otherwise expressly stated in the Order, the Products are manufactured entirely with new materials, none of the Products are, in whole or in part, governmental or commercial surplus or used, remanufactured, reconditioned or of such age or condition so as to impair their fitness, usefulness or safety, and the Products are free from latent defects or conditions that would give rise to a defect regardless of whether the defect or condition was known or discoverable during the warranty period. These warranties are intended to provide Buyer with protection from any and all warranty claims brought against Buyer by customers, including customer-required warranties relating to the

Products or any products into which such Products are incorporated. Without limiting the warranties provided herein, Seller shall be bound by all such customer-required warranties which are hereby incorporated by reference as if expressly stated herein. The foregoing warranties are in addition to those available to Buyer by law.

(b) The warranty period is the longest of: (i) three years from the date Buyer accepts the Products; (ii) the warranty period provided by applicable law; or (iii) the warranty period offered by Buyer's customer(s) to end-users for Products installed on or as part of vehicles.

(c) For all Services, Seller further warrants that its work will be performed in a professional and workmanlike manner, consistent with all standards and specifications agreed on with Buyer and otherwise consistent with industry standards.

(d) Seller will immediately notify Buyer in writing when it becomes aware of any ingredient, component, design or defect in Products that is or may become harmful to persons or property.

(e) Buyer's approval of any design, drawing, material, process or specifications will not relieve Seller of any of the warranties set forth in this Section.

(f) The following communications shall each constitute notice of a breach of warranty under a Purchase Order: (i) any communication specifying a defect, default, claim of defect or other problem or quality issue of the Products provided under the Purchase Order; (ii) any communication to Seller claiming that the Products are in breach of any warranty or that Seller is in default under the Purchase Order; and (iii) a termination notice from Buyer. Any such claim by Buyer of breach may only

be rescinded in writing by an authorized representative of Buyer.

(g) To mitigate its damages, Buyer may fully defend any claim from any Customer that any Products supplied by Seller are defective, in breach of warranty, or otherwise did not meet applicable legal or contractual requirements. Seller and Buyer agree that this defense is in the interest of both Seller and Buyer. Seller waives the right to argue that the fact that Buyer took any such position in any way limits Buyer's right to assert a claim against Seller by Buyer for breach of warranty, contribution, indemnification or other claim that may arise from or be related to the subject matter of any of the foregoing.

7. 产品质保

7.1 卖方保证

(a) 卖方向买方、买方继承人、受让人和客户，以及买方产品的用户明确保证并担保向买方交付或提供的所有产品：(i) 在价格、质量、交付和技术方面都属于世界级的有竞争力的产品，并符合提供给买方或买方提供的规格、标准、图纸、样品、描述和修正；(ii) 符合销售产品或汽车或组成该产品的其它产品所在地的所有适用法律、命令、法规和标准，包括但不限于《国家交通与机动车安全法》(National Traffic and Motor Vehicle Safety Act)、美国机动车安全标准、欧盟指令 2000/53/EC 及同等行业标准；(iii) 具有适销性且无缺陷，包括但不限于设计缺陷（在卖方或其任何分承包商、代理或供应商设计的情况下，即便该设计已获得买方批准）、材料或工艺缺陷；(iv) 卖方根据买方说明的用途选择、设计（在卖方或其任何分承包商、代理或供应商设计的情况下，即便该设计已获得买方批准）、制造和组装，适合并满足买方的预期用途，以及 (v) 免于任何抵押、索赔和债务。除非订单中另有明确说明，卖方进一步明确保证，产品全部采用新材料制造，所有

产品不论整体或部分均不使用政府或行业定义的尾料或已使用料、改制料、翻新料或存在老化情况的物料，以致损害其适用性、使用性或安全性，且产品不得存在潜在缺陷或引发缺陷的情况，不论是已知缺陷或在保修期内发现的缺陷或情况。这些保证旨在保护买方，使其免于遭受客户提出的任何保修索赔，包括客户要求的与产品或产品使用有关的担保。不限于此处提供的保证，卖方将受客户要求的所有此类保证约束，包括此处包含的引置条款，就如此处明确说明的一样。上述保证是买方享有的法律保证之外的附加保证。

(b) 保修期以下述情况中最长的为准：(i) 买方接受产品之日起三年内；(ii) 相关法律法规规定的保修期；或 (iii) 买方客户为安装的产品或作为汽车的一部分提供给最终用户的保修期。

(c) 对于所有服务，卖方进一步保证将以专业熟练的方式履行其工作，符合与买方约定的所有标准和规范以及行业标准。

(d) 当卖方得知产品的任何成分、元件、设计或缺陷将对或可能对人员或资产造成伤害时，卖方应立即书面通知买方。

(e) 买方对任何设计、图纸、材料、工艺或规范的批准不会解除本条款规定的卖方的任何保证。

(f) 下列情况均视为告知违反采购订单中规定的保证：(i) 任何指出采购订单中提供的产品存在缺陷、违约、缺陷索赔或其它问题或质量问题的信息；(ii) 任何声称卖方产品违反任何保证或声称卖方违反采购合同规定的信息；以及 (iii) 买方发来的终止通知。买方提出的任何此类违规索赔仅可由买方的授权代表以书面形式撤销。

(g) 为降低损失，买方可就任何客户因卖方提供的任何产品存在缺陷、违反保证、不符合适用的法律或合同要求而提出的任何索赔进行全力辩护。卖方及买方一致同意这类辩护是为了买卖双方的

利益。因卖方违反保证、贡献、赔偿或前述其他原因，买方有权向卖方索赔，即使买方曾采取了可能限制其权利的立场，卖方放弃申诉的权利。

7.2 Non-Conforming Products Buyer's inspection of the Products, whether during manufacture, prior to delivery, or within a reasonable time after delivery, does not constitute acceptance of any work-in-process or finished goods. Buyer's acceptance, inspection, or failure to inspect does not relieve Seller of any of its responsibilities or warranties. Nothing in the Purchase Order releases Seller from the obligation of testing, inspection and quality control. If defective Supplies are shipped to and rejected by Buyer, the quantities under the Purchase Order will be reduced unless Buyer otherwise notifies Seller. Seller will not replace reduced quantities without Buyer authorization. In addition to other remedies available to Buyer: (i) Seller agrees to accept return of defective or non-conforming Products, at Seller's risk and expense, at full invoice price, plus transportation charges, and to replace defective or non-conforming Products as Buyer deems necessary; (ii) Buyer may have Products that fail to meet the requirements of the Purchase Order corrected, at Seller's expense, at any time prior to shipment from Buyer's plant; and/or (iii) Seller will reimburse Buyer for all expenses that result from any rejection or correction of defective or non-conforming Products. Seller will document corrective actions within a commercially reasonable period after receipt of a defective or non-conforming sample and will take whatever measures necessary to correct the defect or non-conformance. Payment for defective or non-conforming Products is not an acceptance of such Products, does not limit or impair Buyer's right to assert any legal or equitable remedy, and does not relieve Seller's responsibility for latent defects.

7.2 不合格产品 买方对产品的检验，不论是在生产期间、交货前或交货后的合理时间内，都不构成对任何半成品或成品的接受。买方的接受、检验或无法检验都不会免除卖方任何责任或保证。采购订单中的任何内容都不会免除卖方要承担的测试、检验和质量控制责任。如果有缺陷的供应品被运送给买方并被拒绝，将从采购订单的数量中扣除，除非买方另行通知卖方。未经买方授权，卖方将不会替换减去的数量。除了可以采取其它补救措施：(i) 卖方同意接受退回缺陷品或不合格产品，风险和费用由卖方承担，以完整的发票价格加上运输费用，在买方认为必要的情况下更换缺陷品或不合格产品；(ii) 买方可在从其工厂发货前的任何时间修正不符合采购订单要求的产品，费用由卖方承担；或 (iii) 卖方将补偿买方任何因拒绝或修正缺陷品或不合格产品产生的所有费用。卖方将在收到缺陷品或不合格产品后的行业合理期限内采取任何必要措施修正缺陷品或不合格产品，并将修正措施记录下来。对缺陷品或不合格产品的付款不代表接受这类产品，不会限制或削弱买方主张任何法律或同等补救措施的权利，也不会免除卖方对潜在缺陷的责任。

7.3 Recalls, Alerts, Field Campaigns or other OEM Notification. This **Section 7.3** applies to any voluntary or government-mandated action by Buyer, or its direct or indirect customers, to conduct any recall or field service campaign, remedy an alleged defect or otherwise take any corrective action that relates to motor vehicle safety or an alleged failure of a vehicle to comply with an applicable motor vehicle safety standard or guideline (a "**Recall**"). Except as otherwise stated in the Contract, Seller will be liable for costs and damages resulting from a Recall if the Recall results in whole or in part from a failure of the Products to conform to the warranties in **Section 7.1-(a)**. If Seller is liable for a Recall, the

extent of Seller's liability will be negotiated on a case-by-case basis based on (1) a good faith allocation of responsibility for the Recall, (2) the reasonableness of the costs and damages incurred, and (3) other relevant factors. As a condition precedent to Seller's liability, Buyer must (i) notify Seller as soon as practicable after Buyer learns that a Recall being considered implicates the Products; (ii) provide Seller with such written performance evaluations, accident reports, and results of engineering investigations, relating to the potential Recall in Buyer's possession, other than documentation and records which are subject to legal privilege; (iii) provide Seller a reasonable opportunity to participate in inquiries and discussions among Buyer, its customer, and governmental agencies regarding the need for and scope of the Recall; and (iv) consult with Seller about the most cost-effective method of modifying or replacing vehicle systems or component parts, including the Products, in order to remedy the alleged defect or non-compliance.

7.3 召回、警告、现场活动或其它 OEM 通知。

第 7.3 条适用于买方及其直接或间接客户任何自愿的或政府规定的行为，以执行任何召回或现场服务活动、补救所谓的缺陷、采取与机动车安全或车辆不符合适用的机动车安全标准/指南有关的任何纠正措施（“**召回**”）。除非合同中另有说明，卖方将负责因召回产生的成本和损失，如果该召回的全部或部分原因是由于产品不符合**第 7.1 (a) 条**中规定的保证。如果卖方负责召回，卖方的责任程度将按照具体问题具体分析的原则进行协商，根据 (1) 召回责任的诚信分配，(2) 所产生成本和损失的合理性，以及 (3) 其它相关因素。作为卖方责任的先决条件，买方必须 (i) 在得知考虑对产品进行召回后尽早通知卖方；(ii) 向卖方提供与可能的召回有关的书面性能评估、事故报告、工程勘察结果，除了法律规定的文件和记录外；(iii)

给卖方提供合理的机会，让卖方参与买方及其客户与政府机构就召回必要性和召回范围举行的咨询和讨论；以及 (iv) 向卖方咨询有关改装或更换车辆系统或零部件（包括产品）的最经济的方法，以补救所谓的缺陷或不合格。

8. Product Liability.

8.1 Indemnification. Seller will defend, indemnify and hold harmless Buyer and Buyer's customers, dealers and end-users of the Products sold by Buyer (or the vehicles in which they are incorporated) and all of their respective agents, customers, invitees, subsidiaries, affiliates, successors and assigns ("**Indemnified Parties**"), against all damages, losses, claims, liabilities and expenses (including reasonable attorneys' and other professional fees, settlements and judgments) ("**Losses**") incurred or suffered by any of them and arising out of or resulting from any (i) defective design in the Products (if designed by Seller) (ii) defect in the material, workmanship or manufacture of Products or provision of Services; (iii) delivery of non-conforming Products or Services; (iv) negligent wrongful acts or omissions of Seller or Seller's agents, employees or subcontractors; or (v) breach or failure by Seller to comply with any of Seller's representations or other terms and conditions of a Purchase Order (including any part of Terms). Without limitation of the foregoing, any Indemnified Party shall be entitled to indemnification for any Losses arising out of injury or death to persons, property damage, economic loss, the cost of any Recall campaigns, Customer field service actions or other corrective service actions that, in Buyer's or customer's reasonable judgment, are required because of nonconformities in some or all of the Products provided by Seller hereunder, and including interim set-offs or charges (such as interim field

service action cost recovery debits) by customers attributable to Products. This **Section 8** will not apply to the extent that the injury, loss, or damage results from (1) Buyer's specification of materials in the Products, (2) Buyer's design of the Products, or (3) any alteration or improper repair, maintenance, or handling of the Products, or installation of the Products by anyone other than Seller or Seller's direct or indirect customers. Seller's obligation to defend and indemnify under this Section will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise except for claims that arise as a result of the sole negligence of Buyer. Buyer has the right to be represented by and actively participate through its own counsel in the defense and resolution of any indemnification matters, at Seller's expense. The indemnification obligations of Seller set forth in this Agreement, including this Section, are independent of and in addition to any insurance and warranty obligations of Seller. If Seller performs any work on Buyer's or customer's premises or utilizes the property of Buyer or customer, whether on or off Buyer's or customer's premises: (i) Seller will examine the premises to determine whether they are safe for the requested work and will advise Buyer promptly of any situation it deems to be unsafe; (ii) Seller's employees, contractors, and agents will comply with all laws and regulations that apply to the premises and may be removed from Buyer's premises at Buyer's discretion; (iii) Seller's employees, contractors, and agents will not possess, use, sell, transfer or be under the influence of alcohol or unauthorized, illegal, or controlled drugs or substances on the premises; and (iv) Seller will indemnify and hold Buyer and customer, and their respective agents, successors and assigns, harmless from and against any liability, claims, demands or expenses (including reasonable attorneys' and other professional fees, settlements and judgments) for

damages to the property of or personal injuries (including death) to Buyer, customers, their respective employees or agents, or any other person or entity to the extent arising from or in connection with Seller's work on the premises or Seller's use of Buyer's or customer's property, except for any liability, claim or demand arising out of the sole negligence of Buyer.

8. 产品责任。

8.1 赔偿。 卖方将保护、保障并赔偿买方及其客户、经销商和买方销售之产品（或包含产品的车辆）的最终用户，以及所有的代理、客户、受邀者、子公司、附属公司、继承人和受让人（“**被保障方**”）由于以下原因所造成的任何“**损失**”，包括所有损害、损失、索赔、责任和费用（包括合理的律师费和其它专项费用、清算和债务）（“**损失**”）：任何 (i) 产品设计存在的缺陷（如果由卖方设计）；(ii) 材料、工艺、制造的产品或提供的服务存在缺陷；(iii) 交付的产品或服务不合格；(iv) 卖方或其代理、员工或分包商疏忽的不法行为或不履行法律责任；或 (v) 卖方违反或未遵从卖方承诺或采购订单中的其它条款（包括条款的任何部分）。不限于上述规定，任何被保障方都有权因遭受以下原因引起的任何损失而获得赔偿：人员受伤或死亡、财产损失、经济损失、召回成本、基于买方或客户的合理判断需要采取的客户现场服务行动或其它纠正措施（因为卖方在此之下提供的部分或全部产品不合格），以及包括客户为产品支付的临时抵销费用或开支（如临时现场服务行动成本回收借项）。**第 8 条** 将不适用于因下述情况变化而导致的受伤、损失或损坏 (1) 买方的产品材料规格，(2) 买方的产品设计，或 (3) 卖方、卖方的直接或间接客户以外的任何人对产品做出的任何更改或不当维修维护或处理或安装产品。卖方依据本条款的保护和赔偿责任将适用，不论索赔是由侵权行为、疏忽、合同、保证、严格责任或其它原因引起，因买方的

唯一过失导致的索赔除外。买方有权通过自己的法律顾问代表并主动参与任何赔偿问题的辩护及解决过程，费用由卖方承担。本协议规定的卖方的赔偿责任（包括本条款）属于独立责任，是卖方任何保险和保证责任的附加责任。如果卖方在买方或客户的生产经营场所执行任何工作，或利用买方或客户的资产执行任何工作，不论在买方或客户的生产经营场所之内或之外：(i) 卖方将检查该生产经营场所以确定其对于所需工作是否安全，若有任何认为不安全的情况应及时通知买方；(ii) 卖方的员工、承包商和代理将遵守适用于该场所的所有法律法规，并将根据买方的决定离开买方的生产经营场所；(iii) 卖方的员工、承包商和代理不得在该生产经营场所持有、使用、销售、转移酒精或未经授权的、非法的管制药品或物质或处于该等药品或物质的影响之下；以及 (iv) 卖方将保障并赔偿买方和客户及其代理、继承人和受让人由于以下原因所造成的任何损失，包括任何责任、索赔、传唤或费用（包括合理的律师费和其它专项费用、清算和债务）：因卖方在该生产经营场所工作或卖方使用买方或客户的资产导致买方、客户及其员工或代理或任何其他人员或实体的资产遭受损失或人员伤亡（包括死亡），因买方的唯一过失引起的任何责任、索赔或传唤除外。

8.2 Procedure. Buyer will notify Seller promptly after Buyer becomes aware of the basis for a claim for indemnification under this **Section 8**. At the request of Buyer, Seller will cooperate with Buyer to determine the root cause of a defect in or failure of the Products (and related systems and components). Seller may examine and test all available Products and related systems and components that are subject to a third-party claim. Buyer will endeavor to include Seller in settlement discussions where indemnity has been or will be sought from Seller.

8.2 流程。在买方了解**第 8 条**下的索赔原则后，买方应及时通知卖方。在买方的要求下，卖方应配合买方确定产品（和相关系统及元件）出现缺陷或故障的根本原因。卖方可对第三方提出索赔的所有可用产品和相关系统进行检验和测试。对于向卖方的索赔，买方将尽力让卖方参与赔偿的解决讨论过程。

9. Compliance with Laws.

(a) Seller, and any Products supplied by Seller, will comply with all applicable laws, including rules, regulations, orders, conventions, ordinances and standards, including without limitation (i) in relation to the manufacture, labeling, transport, import, export, licensing, approval or certification of the Products, and (ii) laws relating to environmental matters, anti-corruption, hiring, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety, and motor vehicle safety. The Purchase Order incorporates by reference all clauses required by these laws.

(b) All materials used by Seller in the Products or in their manufacture will satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination.

(c) Seller and its employees and contractors will abide by Buyer's Ethics Policy (available at ghsp.com under Supplier Standards Manual) or Seller's own equivalent ethics policy.

(d) Seller agrees that all components obtained by Seller for GHSP Products shall be obtained from

sources located in known conflict free zones, and to provide all information requested by GHSP relating to the source of such components.

9. 法律符合

(a) 卖方及其提供的任何产品将遵守所有适用的法律，包括法令、法规、命令、惯例、条令和标准，包括但不限于 (i) 涉及产品制造、标签、运输、进口、出口、许可、批准或证明，以及 (ii) 与环境问题、反腐败、雇用、工资、雇用时间和条件、分包商选择、歧视、职业健康或安全以及机动车安全有关的法律。采购订单引用了这些法律要求的所有条款。

(b) 卖方在产品中或在其生产过程中使用的所有材料将符合当前有关受限、有毒和危险材料的政府和安全限制，以及适用于生产、销售或目的地所在国家的环境、电气和电磁注意事项的相关限制。

(c) 卖方及其员工和承包商将遵守买方的道德政策（网址 ghsp.com 上的《GHSP 供应商手册》）或卖方的同等道德政策。

(d) 卖方承诺用于制造 GHSP 产品的所有元件均来源于已知的无冲突区域，并按 GHSP 的要求提供有关这类元件来源的所有信息。

10. Intellectual Property Rights.

10.1 Buyer's Intellectual Property. Buyer does not transfer to Seller any patent, trade secret, trademark, service mark, copyright, mask work, or other intellectual property right ("**Intellectual Property Right**") of Buyer in information, documents, or property that Buyer makes available to Seller under the Contract, other than the right to use Buyer's Intellectual Property Rights to produce and supply Products and Services to Buyer.

10. 知识产权。

10.1 买方知识产权。 买方不会将根据合同向卖方提供的信息、文档或资产内的任何买方专利、商业秘密、商标、服务标志、版权、布图设计或其它知识产权（“**知识产权**”）转让给卖方，使用买方的知识产权进行生产并向买方供应产品和服务的权利除外。

10.2 Seller's Intellectual Property. Except where an existing agreement states otherwise, Seller does not transfer to Buyer any Intellectual Property Rights of Seller related to the Products or Services or incorporated in Buyer's Property, other than the right to incorporate Products purchased from Seller in vehicles and component parts and to sell those vehicles and component parts to the public. If the Contract is terminated by Buyer pursuant to **Section 12** or **Section 13** or by Buyer or Seller pursuant to **Section 16**, Seller grants to Buyer a non-exclusive right and license to use Seller's Intellectual Property Rights during the Contract term that would have applied had it not been earlier terminated, and subject to **Section 14**, to obtain the Products and Services or similar products and services from alternate sources and to sublicense Seller's Intellectual Property to such alternate sources for such purposes. There will be no fee for this license if (1) Buyer terminates the Contract for Seller's Default, or (2) Seller or Buyer terminates the Contract pursuant to **Section 16**. Otherwise, the parties will negotiate a reasonable fee for use of Seller's Intellectual Property Rights.

10.2 卖方知识产权。 除非现有协议另有说明，否则卖方不会将与产品或服务有关的、或买方资产内包含的任何卖方知识产权转让给买方，将购自卖方的产品并入车辆和零部件以及公开销售这些车辆和零部件的权利除外。如果买方依据**第 12 条**

或第 13 条终止合同，或买方、卖方依据第 16 条终止合同，卖方同意给予买方非独占的权利和许可，使其在原本未提前终止时适用的合同期间使用卖方的知识产权，并依据第 14 条从替代货源获取产品和服务或类似产品和服务，并给这类替代货源颁发卖方用于此用途的知识产权从属许可证。如果 (1) 买方因为卖方违约终止合同，或 (2) 卖方或买方依据第 16 条终止合同，颁发此类许可证将不会产生费用。否则，双方将就使用卖方的知识产权协商合理费用。

10.3 Infringement.

(a) Subject to **Section 10.3(b)**, Seller will indemnify and defend Buyer and its customers against claims, liabilities, losses, damages, costs, and expenses, including reasonable legal fees, arising out of the actual or alleged infringement by the Products of a third-party Intellectual Property Right (1) in the United States, the European Union, or Japan, and (2) in another jurisdiction if Seller is or becomes aware of the actual or alleged infringement in that other jurisdiction at any time after the Purchase Order is issued and fails to disclose it to Buyer within 10 days after becoming aware of such infringement. If a claim under this **Section 10.3** results, or is likely to result, in an injunction or other order that would prevent Seller from supplying or Buyer from using Products for their intended purpose, then upon the demand of Buyer, Seller will, at Seller's expense and Buyer's option, either (i) secure a license of the Intellectual Property Right that permits Seller to continue supplying the Products to Buyer, or (ii) modify the Products so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Products, or (iii) replace the Products with non-infringing but practically equivalent Products.

(b) Seller will have no liability under this **Section 10.3** if and to the extent that a claim of infringement is based on (1) a Product modification made by Buyer or a third party, or (2) a Product modification made by Seller at Buyer's request, unless Seller knows of or should have known of that such modification could result in actual infringement or alleged infringement.

10.3 侵权。

(a) 根据第 10.3(b) 条，卖方将保障并赔偿买方及其客户由于以下原因所造成的索赔、责任、损失、

损害、开支和花费（包括合理的律师费）：因在美国、欧盟或日本地区对第三方产品知识产权 (1) 进行实际或涉嫌侵权，以及 (2) 在另一个管辖区，如果卖方在发出采购订单后的任何时间得知或意识到在另一个辖区发生了实际或涉嫌侵权，但未在意识到这类侵权后的 10 天内将该信息披露给买方。如果根据此**第 10.3 条**的规定，索赔会导致或可能导致触犯某项禁令或其它命令、阻止卖方供应产品或阻止买方将产品用于既定用途，则在买方的要求下，卖方将承担费用并根据买方的选择：(i) 获得知识产权许可证，使之允许卖方继续给买方供应产品，或 (ii) 更改产品使其不再侵权，只要这种更改不会实质性地改变产品的操作或性能，或 (iii) 将产品替换为不侵权的同等产品。

(b) 根据**第 10.3 条**，如果是基于以下原因发生侵权索赔，则卖方将概不负责：(1) 产品更改由买方或第三方执行，或 (2) 卖方应买方要求执行产品更改，除非卖方已知或应知这类更改可能导致实际侵权或涉嫌侵权。

11. **Property.**

11.1 **Buyer's Property.**

(a) Buyer will own the tooling, jigs, dies, gauges, fixtures, molds, patterns, supplies, materials, and other equipment and property used by Seller to manufacture, store, and transport Products or provide Services ("**Property**") if (1) the Property is so designated in the Contract, or (2) Buyer or its customer has provided or paid for, or agreed to pay for, the Property ("**Buyer's Property**"). Seller will assign to Buyer contract rights or claims in which Seller has an interest with respect to Buyer's Property and execute bills of sale, financing statements, or other documents reasonably requested by Buyer to evidence it's or its customer's

ownership of Buyer's Property. Seller will indemnify and defend Buyer against claims or liens adverse to Buyer's or its customer's ownership of Buyer's Property except those that result from the acts or omissions of Buyer or its customer. Seller will hold Buyer's Property on a bailment basis and will be responsible for loss or damage to Buyer's Property while in its possession or control. To the extent permitted by law, Seller waives any lien or similar right it may have with respect to Buyer's Property. Buyer will be responsible for personal property taxes assessed against Buyer's Property.

(b) Seller will (1) at its expense maintain Buyer's Property in good condition and repair, normal wear and tear excepted, throughout the useful life of Buyer's Property, including service life; (2) use Buyer's Property only for the manufacture, storage, and transport of Products for Buyer unless Buyer otherwise approves in advance in writing; (3) at Buyer's request and expense, mark Buyer's Property as belonging to Buyer or its customer; and (4) not remove Buyer's Property (other than shipping containers and the like) from Seller's premises without Buyer's written approval. All replacement parts, additions, improvements, and accessories to Buyer's Property will become part of Buyer's Property unless they can be removed without damaging Buyer's Property.

(c) Buyer will pay for Buyer's Property that it is required to purchase at the amount specified in the Contract or, if no amount is specified in the Contract, at (1) Seller's actual cost of the Buyer's Property, if manufactured by a third party, or (2) Seller's actual cost of purchased materials, components, and services plus Seller's actual cost of labor and overhead allocable to the Buyer's Property, if manufactured by Seller. Unless otherwise stated in the Contract, final payment for Buyer's Property is

due Net 45 days after approval by Buyer of the Seller's PPAP (Production Part Approval Process).

(d) Subject to **Section 11.1(e)**, Seller will immediately release to Buyer upon request, and Buyer may retake immediate possession of, Buyer's Property and other property of Buyer or its customers at any time, with or without cause and without payment of any kind unless otherwise provided in the Contract. Seller will release the requested Property and other property to Buyer, properly packed in a manner that protects Buyer's Property, and marked in accordance with the requirements of Buyer's carrier. If the release or recovery of Buyer's Property or other property renders Seller unable to produce a Product, the release or recovery will be deemed a termination of the Contract with respect to that Product pursuant to **Section 12** or **13**, as applicable.

(e) Seller's obligation to release and allow Buyer possession of Buyer's Property under **Section 11.1(d)** shall be conditioned on payment by Buyer of all amounts owed for Buyer's Property under **Section 11.1(c)**, except that if Buyer and Seller dispute the amount owed under **Section 11.1(c)**, Seller shall release and allow Buyer possession of Buyer's Property upon payment by Buyer of the undisputed portion of the amount claimed by Seller to be owed. Seller's relinquishment of possession shall not prejudice any claim or right to payment of Seller for the disputed amounts.

11. 资产。

11.1 买方资产。

(a) 买方将拥有卖方用于制造、存储、运输产品或提供服务的模具、夹具、压铸模具、检具、工装、模型、供应品、材料以及其它设备和资产（“**资产**”），如果 (1) 合同中已对这类资产作出如此规定，或 (2) 买方及其客户已提供资产或为资产付款

或同意付款（“**买方资产**”）。卖方将补偿并保护买方免于相关的索赔和留置权，该索赔和留置权对买方或其顾客对买方资产所有权不利，那些因买方或其顾客的行为或疏漏造成的索赔或留置权除外。卖方将在委托保管的基础上持有买方的资产，并将对其拥有或控制的买方资产的损失或损坏负责。在法律允许的范围内，卖方将放弃与买方资产相关的任何留置权或类似权利。买方将负责对其资产进行个人资产税评估。

(b) 卖方将 (1) 在买方资产的整个使用寿命期限内自费维护买方资产状况良好、维修（正常磨损除外）；(2) 买方的资产仅用于买方产品的生产、储存和运输，除非买方提前书面许可；(3) 在买方的要求和付费情况下，标明买方的资产属于买方或其顾客，(4) 没有买方的批准，不得将买方资产（除了货运包装等）从卖方场所移除。买方资产的所有替换部件、附件、修改和配件均是买方资产的一部分，除非可以在不损害买方资产的情况下被移除。

(c) 买方将以合同规定的价款支付买方资产，如果合同未规定价款，则 (1) 如果由第三方制造，应为卖方对买方资产的实际成本，或 (2) 如果由卖方制造，应为卖方所购买的材料、部件及服务的实际成本，加上卖方劳动力的实际成本以及分摊到买方资产的开销。除非合同有规定，买方资产的最终付款将在买方批准卖方的 PPAP（生产件批准程序）后 45 天到期。

(d) 根据第 **11.1(e)** 条卖方应立即按要求将买方资产释放给买方，买方可以在任何时候收回其资产以及买方或其顾客的其它资产（无论有没有原因），无需支付任何形式的款项，除非合同另有规定。卖方将释放申请的资产和其它资产交给买方，以能保护买方资产的方式进行适当包装，并根据买方的搬运人的要求进行标记。如果买方的资产或其它资产的释放或恢复使卖方不能生产产品，根

据第 12 条或 13 条（适用时）规定该释放或恢复将被视为与该产品相关的合同终止。

(e) 卖方根据第 11.1(d) 条向买方释放并允许买方拥有买方资产的义务前提是买方根据第 11.1(c) 支付因其资产所欠下的所有款项，除非买方和卖方对第 11.1(c) 条规定的款项有争议，卖方应在买方支付无争议的款项后释放并允许买方拥有资产。

11.2 Seller's Property. Seller will own all Property that is not Buyer's Property ("**Seller's Property**"). Seller will at its expense furnish, maintain in good condition, and replace when necessary Seller's Property needed to perform the Contract. Seller will insure Seller's Property with full fire and extended coverage insurance for its replacement value. While a Contract for Products remains in effect, Buyer may purchase Seller's Property used exclusively to produce those Products and not needed by Seller to produce Products or products for other customers, for a purchase price equal to the lesser of fair market value or Seller's unamortized acquisition cost.

11.2 卖方资产。 卖方将拥有买方资产以外的一切资产（“**卖方资产**”）。卖方将自费使其资产保持良好状态，并在必要时替换卖方的资产。卖方将对其资产购买保险且涵盖替换件。当产品合同有效时，买方可以购买卖方的资产专门用于生产这些产品，或购买卖方不需要的资产生产产品或为其它顾客生产产品，购买价格等同于较低的市场价格或卖方的未摊销收购成本。

11.3 Tooling; Capital Equipment. With respect to orders for tooling: (a) Seller will provide to Buyer, as requested, access to Seller's premises and all documentation relating to the tooling, prior and subsequent to payment, to inspect work performed and to verify charges submitted by Seller against a

Purchase Order. For any tooling or parts thereof that Seller obtains from any third party, Seller will provide Buyer with such access and documentation to the ultimate production source. Seller will have ten (10) days from the date Buyer notifies Seller of Buyer's intention to audit Seller to provide the requested access and copies of requested documentation for Buyer's exclusive use and records. Any information submitted following such ten (10) day period will not be considered by Buyer. The price set forth in the Purchase Order will be adjusted to credit Buyer in the amount, if any, by which the price exceeds Seller's actual cost as verified. If Seller's primary business is to fabricate tooling, Seller will be permitted a reasonable profit percentage as indicated by the Purchase Order. In the absence of a mutually-accepted profit percentage Buyer will determine a reasonable profit percentage following the completion of its audit. Seller will invoice Buyer for (and Buyer will only be obligated to pay) the lower of Seller's actual cost plus such profit percentage or the amount set forth in the Purchase Order. Buyer's audit to verify actual costs will include without limitation, at Buyer's option, copies of Seller's cancelled checks and bank statements and any other information necessary for Buyer to confirm the existence or absence of rebates, credits or discounts provided to Seller by any third party relating to such tooling. If Seller does not provide such access and documentation, Buyer may determine in its reasonable discretion an appropriate adjustment based on information available to Buyer, including estimated costs, and Seller shall be responsible for Buyer's costs in determining such estimated costs. Seller will not disclose to any third party, except for its attorneys and professional advisors who are required to maintain confidentiality, the results of such tooling audits or any adjustments made by Buyer to the prices and amounts payable to Seller as a result of

such audit. Seller will retain (and cause its tooling sub-suppliers to retain) all cost records for a period of three years after receiving final payment of the charges. All tools are to be made to Buyer's specifications (or, where directed by Buyer, those of Buyer's customers). Any exception to such specifications must be stated in writing on the Purchase Order or otherwise in a signed writing by Buyer. To the extent the Purchase Order expressly states that it is for "tooling" and unless otherwise stated in the Purchase Order, freight terms are DDP Buyer's facility – Freight Collect, and Seller should not prepay or add freight charges. (b) To the extent permitted by applicable law, any payments made by Buyer for Buyer-owned tooling are expressly intended by Buyer to be held in trust for the benefit of any subcontractor(s) used by Seller to produce the Buyer-owned tooling that are covered by such payments and Seller agrees to hold such payments as trustee in express trust for such subcontractor(s) until Seller has paid the subcontractor(s) in full for the Buyer-owned tooling. Seller acknowledges and agrees that such subcontractor is an intended third party beneficiary of the terms of this Section relating to the express trust and as such, such tooling subcontractor shall have the right to enforce these terms of this Section directly against Seller in subcontractor's own name. Seller agrees that Buyer has no obligation to Seller or Seller's tooling subcontractor under this Section other than making the payment to Seller in accordance with a tooling Purchase Order. In the event Seller's tooling subcontractor brings an action against Seller under this section, Seller agrees that it will not join Buyer in any such action.

11.3 模具；资本设备。至于模具订单：(a) 卖方应在付款前和付款后按要求向买方提供进入卖方场所的机会以及和模具相关的一切文档，以检查所执行的工作并核实由卖方根据采购订单提交的收

费。对于卖方从任何第三方获得任何模具或零件，卖方将向买方提供最终生产源有关的文档及进入最终生产源场所的机会。从买方告知卖方其计划审计卖方并要求卖方提供与买方独家使用和记录有关的文件路径和副本，卖方有十(10)天的准备时间。任何不能于十(10)天内提交的信息，买方将不予采纳。采购订单中设定的价格需调整为信用买家款项（如果有），其中价格超过了已核实的卖方实际成本。如果卖方的主要业务是制作模具，允许卖方获得“采购订单”所规定的合理利润百分比。如果没有双方认可的利润百分比，买方需在完成审计后决定合理的利润百分比。卖方将向买方开具发票（该发票必须由买方支付），发票金额为卖方实际成本加该利润百分比或采购订单中所设定金额两者中的较低者。买方进行审计核实的成本包括但不限于（由买方决定）卖方取消的支票副本、银行对账单和其它任何必要信息，以便买方确认是否存在任何与该模具作业相关的任何第三方向卖方提供的退还款、信用或折扣。

如果卖方未提供该路径和文档，买方可以根据其掌握的信息自行合理决定并进行适当调整（包括预估成本），买方估算成本的费用由卖方负责。卖方不得向任何第三方透露该信息，除了要求保密的律师和专业顾问外，买方对该模具的审计或任何调整结果将决定向卖方支付的价格和款项。卖方在收到最终付款后应保留（并要求其模具供应商保留）所有成本记录达三年的时间。

所有模具应符合买方的规格（或由买方顾客的规格，在买方要求时）。任何不符合规格的情况必须在采购订单中以书面形式作出陈述，否则需要买方的书面签字。仅限于采购订单中明确的“模具”，除非采购订单有规定，运费条款为 DDP 买方设施 – 运费到付，卖方无需预付或增加运费。(b) 在法律允许的范围内，为了任何分包商（该分包商是生产该款项所覆盖的买方模具）的利益，

买方对自己模具所支付的款项由卖方诚信托管，卖方以明示信托表示同意作为受托人为分包商持有该款项，直到卖方向分包商支付了买方模具的所有款项为止。

卖方承认并同意该分包商是预期的第三方，是本节中与明示信托相关的条款的受益人，该模具分包商有权按其名义直接对卖方实施这些条款。卖方承认在本条款中买方对卖方或卖方的模具分包商没有义务，除了根据模具采购订单向卖方支付款项以外。如果卖方的模具分包商根据本条款对卖方采取行动，卖方同意不会对买方采取任何这样的行动。

12. Term and Termination.

12.1 Generally. Subject to Buyer's termination rights, the Contract formed by the Purchase Order is binding on the parties for the length of the applicable Original Equipment Manufacturer ("OEM") program production life (including model refreshes or extensions as determined by the applicable OEM customer), and both Buyer and Seller acknowledge the risk of the program production volume being different than estimated or program life being extended or canceled by the OEM. Notwithstanding the foregoing, if an expiration date is stated in the Purchase Order or a Contract, the term of the Purchase Order will continue until that date. Unless specifically waived in writing by an authorized representative of Buyer, Seller's obligations with respect to service and replacement parts will survive the termination or expiration of the Purchase Order.

12. 终止条款。

12.1 总则。 根据买方的终止权利，采购订单所形成的合同在适用原始设备制造商 ("OEM") 的计划生产寿命（包括由原始设备制造商所决定的车型更

新或扩展）期限内对各方具有约束力，买方和卖方都承认计划生产量与预估不同的风险或由原始设备制造商所延迟或取消项目寿命。尽管有前述规定，如果采购订单或合同规定了截止日期，采购订单的条款将持续到截止日。除非买方授权的代表以书面形式明确放弃，与服务 and 替换零件相关的卖方义务可以在采购订单终止或到期时继续保留。

12.2 Termination by Buyer for Convenience. The Buyer may terminate the Contract, in whole or in part upon 60 days' prior written notice to Seller. The Seller has no right to terminate the Contract except in the event of a Default of Buyer which is not cured prior to such termination.

12.2 买方终止权利。 买方在提前 60 天向卖方发出通知后可以全部或部分终止本合同。卖方无权终止合同，除非买方违约且在该合同终止前没有对违约进行补救

12.3 Amounts Payable to Supplier. If Buyer terminates a Contract before the end of its specified term (other than for Seller's Default under **Section 13** or following notice from Seller of an Excusable Event under **Section 16**), Buyer agrees to purchase completed Products at the Contract price and work-in-process and raw materials at Seller's actual cost, in each case to the extent consistent with Buyer's current material authorization, including the cost to store the items to be purchased and relocate production to an alternate source. Buyer will not be responsible for any capital purchased by Seller related to the Contract.

12.3 应付款项。 如果买方在合同规定期限（除了**第 13 条**规定卖方违约或卖方根据**第 16 条**规定就

可免除事项发出通知后) 结束前终止本合同, 买方同意以合同价格购买成品并以卖方的实际成本购买半成品和原材料, 两种情况都应该与买方的当前材料授权相吻合, 包括储存所购买产品及向替代资源重新分配生产的成本。买方无需对卖方购买的与本合同相关的任何资本负责。

13. Default.

13.1 Events of Default. Time is of the essence and, subject to **Section 16**, either party will be in “**Default**” under the Contract if it (1) in the case of Seller, delays delivery or fails to deliver Products in strict accordance with the delivery schedules, and such failure is not cured within 24 hours of receipt of written notice of such delay or failure, (2) fails to remain competitive and fails to become competitive within 30 calendar days after receipt of notice from Buyer which indicates in reasonable detail those areas of performance, including but not limited to, delivery, quality, technology or pricing, which form the basis for Buyer’s assertion that Seller has failed to remain competitive, (3) fails to perform any other obligation under the Contract and, if the non-performance can be cured, fails to cure the non-performance within 15 business days after written notice from the other party specifying the non-performance, (4) admits in writing its inability to pay its debts as they become due, commences a bankruptcy, insolvency, receivership, or similar proceeding, or makes a general assignment for the benefit of creditors, (5) becomes a debtor in a bankruptcy, insolvency, receivership, or similar proceeding commenced by a third party that is not dismissed within 30 days after commencement, or (6) fails to provide adequate assurance of performance under the Contract within three business days after written demand by the other party.

13.1. 违约。

13.1 违约事件。根据**第 16 条**的规定, 时间就是一切, 如果出现以下情况, 根据合同任何一方都可能被视为“违约”(1) 卖方延迟发货或未严格按照发货日程进行发货, 且未在接到该延迟或失误的通知后 24 小时内进行补救, (2) 在接到买方的通知(通知以合理的细节载明执行范围, 包括但不限于发货、质量、技术或定价)后 30 日内未采取行动或开始采取行动, 使买方认定卖方不再具有竞争力。

(3) 未根据合同履行任何其它义务, 如果该不履行可进行补救, 未在接到另一方指定通知后 15 个工作日内进行补救, (4) 以书面形式承认其无力支付到期的债务, 开始破产、倒闭、破产清算、以及类似的进程, 或为债权人的利益完成一般任务, (5) 在第三方发起的破产、倒闭、破产清算(该破产、倒闭和破产清算未在 30 日内解除)或类似进程中成为债务人, 或(6) 在接到另一方的书面要求后 3 个营业日内未充分履行合同保证。

13.2 Remedies.

(a) Subject to **Sections 7 and 8** (which provide the exclusive remedies for breach of warranty, Recalls, and products liability) and to the limitations in this **Section 13.2**, either party may exercise the remedies provided in this **Section 13.2**, which are cumulative and are in addition to all other rights and remedies available elsewhere in the Contract or by law.

(b) Upon the occurrence of a Default and while that Default is continuing, the non-defaulting party may terminate the Contract by notice to the defaulting party. If Seller is in Default, Buyer’s damages will include the reasonable costs actually incurred to relocate the work to an alternate source, and Buyer may purchase completed Products at the Contract price and work-in-process and raw materials at Seller’s actual cost, and Seller shall be

required to provide the Transition Services set forth in **Section 14**, at no cost to Buyer. If Buyer is in Default, Seller's damages will be limited to the Contract price for completed Products and Services and the actual cost of work-in-process and raw materials authorized by Releases (which will become Buyer's property upon payment in full).

(c) If Seller does not release or deliver Buyer's Property or other property of Buyer or its customers in accordance with **Section 11.1(d)**, Buyer may at Seller's cost (1) obtain an immediate court order for possession, and (2) enter Seller's premises, with or without legal process, and take immediate possession of Buyer's Property and the other property. To the extent permitted by law, Seller waives any right to object to Buyer's repossession of Buyer's Property and the other property in a bankruptcy or other proceeding.

(d) **EXCEPT AS OTHERWISE EXPRESSLY AUTHORIZED IN THE CONTRACT, ALL INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR MARKET SHARE OR DAMAGE TO BRAND VALUE), INCIDENTAL, PUNITIVE, AND EXEMPLARY DAMAGES, WHETHER OR NOT FORESEEABLE, ARE EXCLUDED UNDER THESE TERMS TO THE EXTENT PERMITTED BY APPLICABLE LAW.**

13.2 补救。

(a) 根据**第 7 条或第 8 条**（其中提供了违反担保、召回和产品责任的专门补救措施）以及**第 13.2 条**中的限制，任何一方可以根据**第 13.2 条**的规定履行补救措施，这是累积性措施，不属于本合同或法律另行规定的所有其它权利和补救措施。

(b) 如果发生违约现象且该违约持续不断，守约方可以向违约方发出通知以终止本合同。如果卖方违约，买方的损失包括将工作重新分配到替代源造成的成本，买方可以按合同价格购买成品并以

卖方的实际成本购买半成品和原材料，卖方必须提供**第 14 条**所设立的过渡服务，买方无需支付费用。如果买方违约，卖方的损失将被限制为基于合同价格的成品和服务，以及发货单（完全支付后将成为买方的财产）授权的半成品和原材料的实际成本。

(c) 如果卖方未根据**第 11.1(d) 条**释放或交付买方财产或买方顾客的其它财产，买方可在卖方承担费用的情况下 (1)取得法院命令以立即收回财产，(2)进入卖方的场所，有无合法程序皆可，立即占有买方的财产和其它财产。在法律允许的范围内，卖方在破产或其它进程中放弃反对买方占有其财产和其它财产的权利。

(d) 除了合同明确授权的情况，所有间接、特殊、后果性（包括损失的利润或市场份额或品牌价值损失）、偶然的、处罚性的、惩罚性赔偿（无论是否具有预见性）在适用法律允许的范围内不包括在这些条款中。

14. Transition of Supply。

(a) In connection with Buyer's termination or non-renewal of the Purchase Order, or Buyer's other decision to source the Products and/or the Services from any alternate supplier(s), Seller will cooperate with Buyer in the transition of the supply of Products and/or Services, including the following: (1) Seller will continue the production and delivery of all Products and Services as ordered by Buyer, at the prices and other terms stated in the Purchase Order, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition to alternate supplier(s), such that Seller's action or inaction causes no interruption in Buyer's ability to obtain the Products and/or Services as needed; (2) at no cost to Buyer, Seller will

promptly provide all requested information and documentation regarding and access to Seller's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of the Products and/or Services and components; and (3) subject to Seller's reasonable capacity constraints, Seller shall provide special overtime production, storage and/or management of extra inventory of the Products, extraordinary packaging and transportation and other special services (collectively "**Transition Support**") as expressly requested by Buyer in writing.

(b) If the transition of supply occurs for reasons other than Buyer's termination of the Purchase Order pursuant to **Section 12.1 or Section 13**, Buyer shall, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested by Buyer and incurred by Seller, provided that Buyer has approved Seller's estimate of such costs prior to Seller incurring such amounts.

14.过渡供应。

(a) 关于买方对采购订单的终止或不续约，或买方向任何替代供应商采购产品或服务的其它决定，卖方应在产品或服务的过渡供应中与买方合作，包括如下内容：(1) 在买方为完成向替代供应商过渡所需的整个合理期限内，卖方将按买方的订单按采购订单中规定的价格和其它条款继续生产和交付所有产品和服务，无需保险费或其它条件，前提是卖方的作为或不作为不会阻碍买方获取所需产品或服务的能力。(2) 买方无需支付任何费用，卖方将及时提供所有与卖方的生产过程相关或进入卖方生产过程所需信息和文档，包括现场检查、材料数据清单、模具和过程细节、产品或服务、部件的样本；(3) 根据卖方的合理产能限制，卖方需根据买方的书面明确要求提供特殊的超时生产、额外产品库存的储存和管理、特殊包装、运输和其它特殊服务（统称为“**过渡支持**”）。

(b) 如果过渡供应的发生不是由买方根据**第 12.1 条或 13 条**的规定终止采购订单，买方应在过渡期结束时支付买方要求的且由卖方造成的过渡支持的合理实际成本，如果买方在卖方造成该款项之前已经批准卖方对该成本的预估。

15. Confidential Information.

Trade secrets, specifications, drawings, notes, instructions, engineering data and analyses, compositions of matter, financial data, and other technical and business data which are supplied or disclosed by Buyer or Seller in connection with the Contract, in each case that are marked or otherwise identified as confidential or where their confidential nature is apparent at the time of disclosure ("**Confidential Information**"), will be deemed confidential and proprietary to, and remain the sole property of, the disclosing party. The receiving party may not disclose Confidential Information or use Confidential Information for any purpose other than as contemplated under the Contract without, in each case, the prior written consent of the disclosing party. Confidential Information will not include information that (1) is or becomes generally available to the public other than as a result of a violation of this **Section 15** by the receiving party, (2) was obtained by the receiving party on a non-confidential basis from a third party who had the apparent right to disclose it, (3) is known or independently developed by the receiving party prior to disclosure, or (4) is legally required to be disclosed. Buyer and Seller will each use the same degree of care to safeguard Confidential Information that it uses to protect its own confidential information from unauthorized access or disclosure (but not less than a reasonable degree of care). Upon request by the disclosing party, the receiving party will promptly return or destroy the original and

all copies of Confidential Information received. Upon request of Buyer, Seller will be required to sign a separate non-disclosure agreement.

15. 保密信息。

买方或卖方提供或披露的与本合同相关的贸易秘密、规格、图纸、注释、说明、工程数据和分析、物质构成、金融数据、以及其它技术和商业数据，如果被指定或鉴定为保密事项或者其保密性质在披露（“**保密信息**”）时就已经显而易见将被视为机密，为披露方专有和唯一的财产。每种情况下如果未经披露方的提前书面同意，接受方不可以披露保密信息或将保密信息用于任何目的，除非根据本合同另有规定。

保密信息不包括 (1) 公众已知的大众信息而不是接受方违反**第 15 条**规定造成的结果，(2) 接受方在非保密基础上从第三方（具有披露该信息的明确权利）所获取的信息，(3) 披露前接收方已知晓或由接受方独立开发的，或 (4) 法律要求需要披露的信息。买方和卖方通过非授权的途径或披露保护信息时双方均需以相同的重视程度保护保密信息（不小于合理的重视程度）。根据买方的要求，卖方必须签订单独的保密协议。

16. Assignment and Subcontracting.

Neither party may assign or subcontract its duties or responsibilities under the Contract without the prior written consent of the other party, which will not be unreasonably withheld or delayed. Unless otherwise stated in the consent, any assignment or subcontracting by either party, with or without the required consent, will not relieve that party of its duties or obligations under the Contract or its responsibility for non-performance or Default by its assignee or subcontractor.

16. 转让和分包。

若没有对方的提前书面同意，任何一方不得根据合同转让或分包其任务或责任，不得无理由拒绝或延迟。除非协议规定，任何一方进行的任何转让或分包（无论有无所需的同意）将不会免除合同项下的责任或义务，也不会免除因受让人或分包商不履行或违约而产生的责任。

17. Excusable Non-Performance.

A delay or failure by either party to perform its obligations under the Contract will be excused, and will not constitute a Default, only if caused by an Excusable Event. An “**Excusable Event**” is a cause or event beyond the reasonable control of a party that is not attributable to its fault or negligence and includes fire, flood, earthquake, and other extreme natural events, acts of God, riots, civil disorders, and war or acts of terrorism whether or not declared as such by a government. Notwithstanding the foregoing, labor problems or other issues involving Seller’s employees or its suppliers employees, availability of raw materials, component parts, changes in costs of materials, labor or other costs of Seller, or any other changes in commercial markets, commercial environment, the economy or other commercial factors generally shall not constitute an Excusable Event. In each case, the failure to perform must be beyond the reasonable control, and not attributable to the fault or negligence, of the party claiming the Excusable Event. The party unable to perform must give notice of the non-performance (including its anticipated duration) to the other party promptly after becoming aware that it has occurred or is reasonably likely to occur, followed by prompt notices of any material changes in the facts relative to its ability to perform and/or the anticipated duration of the non-performance. Seller and Buyer shall share information, confer, seek agreement and otherwise act cooperatively to avoid or mitigate the

effects of the potential or actual excused non-performance. If Seller is unable to perform for any reason, Buyer may purchase Products and Services from other sources and reduce its purchases from Seller accordingly without liability to Seller. Within three business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed seven calendar days. If the non-performing party does not provide those assurances, or if the non-performance exceeds seven calendar days, the other party may terminate the Contract by notice given to the non-performing party before performance resumes.

17. 可原谅的不履行。

如果任何一方延迟或未根据本合同履行其义务是由可以原谅的事件引起，将被原谅，不构成违约。

“**可原谅的事件**”是指在一方的合理控制范围以外的事件，该事件不归因于其过失，包括火灾、洪灾、地震及其它极端自然事件、不可抗力、暴乱和市民骚乱，战争或恐怖主义活动（无论政府是否宣布为此类事件）。除了上述事项，劳工问题或其它涉及卖方的员工或卖方供应商的员工的问题、原材料的可用性、组成部件、材料成本的变更、卖方的劳动力或其它成本或商业市场上的任何其它变更、商业环境、经济或其它商业因素一般来说不构成情有可原事件。

每种情况下，只有在合理控制范围以外才可不履行合同，不归因于申请可原谅事件一方的过失。未履行合同一方必须在意识到可原谅事件已经发生或可能发生时及时通知对方其不履行（包括预计的期限），随后通知与其履行事实相关的材料变更以及不履行的预计期限。

卖方和买方应分享信息，商讨并寻求一致，或者通过合作避免或降低潜在或实际的可原谅不履行。如果卖方出于任何原因不能履行，买方可以从其

它渠道购买产品和服务并相应地减少从卖方购买的数量，无需对卖方负任何责任。在接到另一方发出的书面申请后 3 个工作日内，不履行方将提供保证以证明不履行不会超过 7 个日历天。如果不履行方未提供这些保证，或者如果不履行行为超过 7 个日历天，另一方可以在履行恢复前通知不履行方以终止本合同。

18. Labor Contracts.

Seller will notify Buyer of the contract expiration date at least six months before the expiration of a current labor contract that has not been extended or replaced. Buyer may thereafter at Buyer's sole discretion direct Seller in writing to manufacture up to 90 days of additional inventory of Products, specifying the quantities of Products required and any packaging and storage requirements. Seller will comply with Buyer's written directions prior to expiration of the current labor contract and until the current labor contract has been extended or a new contract completed. By authorizing the additional inventory, Buyer commits to buy the entire quantity of conforming Products requested and produced. Seller is responsible for carrying costs and any additional costs of manufacture. Nothing in this Section shall be construed to relieve Seller of its obligations to supply Products under the Contract.

18. 劳工合同。

卖方应在当前劳工合同（已延期或替换）到期前至少 6 个月通知买方合同截止日期。之后买方自行以书面材料指导卖方继续生产额外库存产品达 90 天，明确产品数量以及任何包装和储存要求。卖方将在当前劳工合同到期前遵守买方的书面指示直到当前劳工合同被延期或被新合同替换。通过授权额外库存，买方承诺购买已生产的合格产

品的全部。卖方负责运输成本和任何附加的制造成本。本条款中任何事项不得解释为减轻卖方根据本合同提供产品的义务。

19. Customs.

Transferable credits or benefits associated with Products purchased, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Buyer unless otherwise prohibited by applicable law. Seller will provide Buyer with all information and records relating to the Products necessary for Buyer to (1) receive these benefits, credits, and rights, (2) fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements, (3) claim preferential duty treatment under applicable trade preference regimes, and (4) participate in any duty deferral or free trade zone programs of the country of import. Seller will obtain all export licenses and authorizations and pay all export taxes, duties, and fees unless otherwise stated in the Contract, in which case Seller will provide all information and records necessary to enable Buyer to obtain those export licenses or authorizations. Specific details will be defined and listed in the contract using International Commercial Terms (INCOTERMS) as identified by the International Chamber of Commerce 2010 revisions, referred to herein as “*Incoterms 2010*”, and include the specific “*Named Place*” where needed.

19. 关税

与产品购买相关的可转让信用凭证或利益（包括贸易信用、出口信用、退税或退费的权利）属于买方，除非适用的法律另有规定。卖方将向买方提供与产品相关的所有信息和报告，该信息是买方完成以下事项所需的 (1) 接收这些利益、信用和权利，(2) 履行任何关税义务、原产地标识、标签

要求、证明和当地报告要求，(3) 适用优惠贸易制度规定的索赔关税优惠待遇，(4) 参与进口国的任何关税延期或自由贸易区项目。卖方将获得所有出口许可和授权并支付所有出口税、关税和费用，除非合同另有规定。在每种情况下，卖方将提供让买方获取这些出口许可或授权的所有信息和报告。具体的细节将在合同中通过国际商业术语（INCOTERMS）进行定义和列示，该商业术语在 2010 年修订版中由国际商会确定，此处被称为 “INCOTERMS2010”，必要时包括具体的 “指定地点”。

20. Insurance.

Prior to commencing work on Buyer’s premises or utilizing Buyer’s property (including Buyer’s Property), Seller will maintain and upon request furnish to Buyer a certificate evidencing (1) general liability insurance **coverage listed below or additional** coverage limits reasonably acceptable to Buyer and naming Buyer as an additional insured, (2) all risk property perils insurance covering the full replacement value of Buyer’s Property while in Seller’s care, custody, or control and naming Buyer as loss payee, (3) product liability **and product recall insurance**, and (4) worker’s compensation insurance as required by applicable law. The existence of insurance does not release Seller of its obligations or liabilities under a Purchase Order. **Minimum coverage is as follows:**

20. 保险。

在买方的场所启动工作前或使用买方的财产前（包括买方财产），卖方将保留并按要求向买方提供证明 (1) 买方要求的下列保险额度的一般责任保险或因为某种原因和买方协商一致的额度的一般责任保险，并将买方定义为额外的被保险人，(2) 涵盖买方财产的所有替换价值的所有风险财产保险，而买方的财产由买方护理、监管或控制，

并将买方命名为损失的收款人，(3) 产品责任保险和召回险，(4) 适用法律所要求的工人赔偿保险。保险的存在不会解除卖方在采购订单中规定的义务或责任。最低保险额度如下：

Coverage范围	Limits of Liability额度
Commercial general liability insurance, including product recall and contractual liability coverage一般商业责任险包含召回责任和合同违约责任	US \$5,000,000/each occurrence, general aggregate, products & completed operations aggregate单次发生保额500万美元
Employers Liability 员工责任险	US \$100,000/each accident, disease, policy limit, disease each employee 单次事故10万美元
Commercial automobile liability insurance汽车商业责任险	US \$1,000,000/each occurrence combined single limit单次100万美元
Business interruption insurance商业中断破产	As specified by buyer和买方协商
Workers Compensation 员工补偿	Statutory法定

21. Dispute Resolution.

Buyer and Seller will first endeavor to resolve through good faith negotiations any dispute arising under the Contract. If a dispute cannot be resolved through good faith negotiations within a reasonable time, either party may pursue any available legal action as it determines appropriate. Nothing contained herein shall act to prohibit, impair or

113

delay Buyer undertaking any legal action to seek immediate injunctive relief as may be available to Buyer.

21. 纠纷处理

买方和卖方将首先按合同努力通过真诚协商解决任何争议。如果争议不能通过真诚协商在合理的时间内解决，任何一方可以采取其认为适合的任何可用法律行为。此处所包含的任何事项不得禁止、损害或延迟买方承担任何合法行为以寻求买方可用的直接法令救济。

22. Miscellaneous.

22.1 Advertising. During and after the term of the Contract, Seller will not advertise or otherwise disclose its relationship with Buyer or Buyer's customers without Buyer's prior written consent, except as may be required to perform the Contract or as required by law.

22. 综合事项。

22.1 广告。 在合同期限内或之后，如果没有买方的提前书面同意，卖方将不得就其与买方或买方顾客的关系做广告或披露与买方的关系，除非是履行本合同或相关法律另有规定

22.2 Audit Rights. Seller will maintain records as necessary to support amounts charged to Buyer under the Contract in accordance with Seller's document retention policies. Buyer and its representatives may audit Seller's records of transactions completed prior to the audit date, to the extent needed to verify the quantities shipped and that the prices charged match the Contract prices. Any audit will be conducted at Buyer's expense (but will be reimbursed by Seller if the audit uncovers material errors in the amounts charged), at reasonable times, and at Seller's usual place of business.

Revision Control Date: October 14, 2016

22.2 审计权利。卖方应根据其文件保存政策保留必要的记录作为对买方根据本合同收取费用的支持。买方及其代表可以审计卖方在审计日之前完成的交易记录，在能够核实装船数量所必须的程度，且所收取的费用与合同价格匹配。任何审计都由买方付费（如果审计没有涵盖已收取费用的材料错误，卖方应进行赔偿），在合理的时间并在卖方的常用工作场所。

22.3 Electronic Communication. Seller will comply with the method of electronic communication specified by Buyer in Buyer's request for quotation and confirmed in the Contract, or as stated in Supplier's Standards Manual, including requirements for electronic funds transfer, purchase order transmission, electronic signature, and communication.

22.3 电子通信。卖方将遵守买方规定的电子通信方式，遵照买方的寻价单、合同规定，此通信方式明确在合同中，或供应商手册中规定的要求比如电子资金转帐、采购订单传输、电子签名和通信。

22.4 Relationship of the Parties. Buyer and Seller are independent contractors, and nothing in the Contract makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.

22.4 合同各方关系。买方和卖方为独立的定约方，合同任何条款不得以任何目的让一方成为另一方的代理人或合法代表。双方均无权利代表另一方承担或创立任何义务。

22.5 Waiver. The failure of either party to enforce any right or remedy provided in the Contract or by law on a particular occasion will not be deemed a

waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

22.5 弃权。合同任何一方未根据合同或法律规定在特定场合行使任何权利或进行补救不得被视为在以后放弃该权利或补救机会或放弃任何其它补救的权利。

22.6 Entire Agreement (a) The Contract constitutes the entire agreement between Seller and Buyer with respect to its subject matter, and supersedes all prior oral and written representations and agreements by the parties with respect to the subject matter of the Contract. Except as authorized in Section 1, no subsequent terms, conditions, understandings, or agreements purporting to modify the terms of the Contract will be binding unless in writing and signed by both parties.

(b) New purchase orders, purchase order revisions/amendments, once accepted by Seller as provided in **Section 1.1**, will be governed by the Terms (as may be revised from time to time) that are posted on Buyer's website at: ghsp.com (link is in Supplier Standards Manual), as of the date of acceptance.

(c) Buyer's Website may also contain specific additional requirements for certain items covered by the Purchase Order, including labeling, packaging, shipping, delivery and quality specifications, procedures, directions and/or instructions. Any such requirements shall be deemed to form part of the Contract. Buyer may periodically update such requirements by posting revisions thereto on Buyer's Website. In the event of any inconsistency between the Contract and Buyer's Website, the terms of the Contract shall prevail, unless the requirements specified on Buyer's Website expressly provide otherwise.

22.6 全部协议(a) 合同在相关业务方面构成了买方和卖方之间的整体协议，并取代了之前各方制定的与合同业务事项相关的所有口头和书面陈述和协议。除了**第1条**授权的情况，声称修订合同条款的任何后续条款、条件、非正式协议或正式协议无约束力，除非由双方以书面形式签订。

(b) 根据**第1.1条**规定，新的采购订单、采购订单修订/修改一旦被卖方认可将受买方发布在自己网站上的条款（不时进行修订）管控：ghsp.com（链接在供应商标准手册中），自接受签署日期开始。

(c) 买方的网站也可能包括采购订单中所覆盖的特定条目的具体详细要求（包括标签、包装、发运、交付和质量要求、流程、指示和/或作业说明）。任何这样的要求将被视为合同的组成部分。买方将通过在买方的网站上发布更新内容并不定期地更新这些要求。如果在本合同和买方的网站之间出现任何不一致，以合同为准，除非买方网站所规定的要求作出明确规定。

22.7 Severability. A finding that any provision of the Contract is invalid or unenforceable in any jurisdiction will not affect the validity or enforceability of any other provision of the Contract or the validity or enforceability of that provision in any other jurisdiction.

22.7 可分割性。 合同的任何规定无效或在任何权限内不可实施的调查结果不会影响合同的任何其它规定的有效性或可实施性，或影响该规定在任何其它司法权的可实施性。

22.8 Interpretation. When used in these Terms, “including” means “including without limitation” and terms defined in the singular include the plural and vice versa.

22.8 解释。 当用于这些条款时，“包括”意味着“包括但不限于”，以单数形式定义的条款包括复数形式，反之亦然。

22.9 Notices. Any notice or other communication required or permitted in the Contract must be in writing and will become effective on the date of actual receipt if the date of actual receipt is a business day or on the next business day if the date of actual receipt is not a business day.

22.9 通知。 任何必须的或合同允许的通知或通信必须以书面形式制定，并且如果实际收悉日为工作日或下一个工作日，如果实际收悉日不是工作日，在实际收悉日开始生效。

22.10 Governing Law. Unless otherwise agreed in writing, the Contract will be governed by and interpreted according to the internal laws of Michigan. The *United Nations Convention on Contracts for the International Sale of Goods* will not apply to the Contract. The exclusive venue of any dispute relating to this Agreement shall be in the state or federal courts within Ottawa County, Michigan, and the parties hereby irrevocably consent to the jurisdiction of such courts.

22.10 管辖法律。 除非另有协议，合同将根据密歇根州内法律进行管辖和解释。针对国际货物销售的联合国国际货物销售合同公约不适用于本合同。与该协议相关的任何争议的专门场所应由密歇根渥太华县的州或联邦法院进行解决，合同各方同意该法院的管辖权，且不可撤销。

23. Set-Off; Recoupment. In addition to any right of setoff or recoupment provided by law, all amounts due or to become due to Seller will be considered net of indebtedness of Seller and its affiliates or subsidiaries to Buyer and its affiliates or subsidiaries. Buyer will have the right to set off against or to recoup from any payment or other obligation owed

to Seller, in whole or in part, any amounts due to Buyer or its affiliates or subsidiaries from Seller or its affiliates or subsidiaries. Buyer will provide Seller with a statement describing any offset or recoupment taken by Buyer.

23. 抵消；扣除。除了法律规定的抵消或扣除的任何权利，卖方的所有到期或即将到期的款项将被视为卖方和其附属机构或分公司对买方及其附属机构或分公司的净负债。买方有权全部或部分抵消或扣除买方及其附属机构或分公司对卖方及其附属机构或分公司的任何到期款项。买方将向卖方提供结算单载描述其所进行的任何抵消或扣除的信息。



Global Supplier Standards Manual

Revision Control Date: October 14, 2016