General Terms and Conditions	**一般条款和条件**
January 15, 2020	**2020 年 1 月 15 日**

1. <u>The Contract.</u>	**1. <u>合同。</u>**
1.1 *<u>Offer and Acceptance.</u>* 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 may 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 these Terms or 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 will not operate as a written	**1.1** *<u>要约和接受。</u>*买方向采购订单上列明的卖方（"***卖方***"）发出的每份采购订单（"***采购订单***"）均是买方购买该采购订单上列明的产品（"***产品***"）和服务（"***服务***"）的要约。买方可以通过通知时间表（**"*通知*"**）定期说明到期应交付的数量。在以下情况下，卖方将被视为已接受发出的采购订单：(1) 如果卖方未在收到采购订单后 3 个工作日内以书面形式提出异议，或 (2) 如果卖方已经开始或稍后开始履行采购订单，或 (3) 如果卖方以书面形式向买方承认接受采购订单。接受之后，采购订单（包括本一般条款和条件（本**"*条款*"**）并受其约束）以及任何其他通过引用明确纳入本条款或采购订单中或由买卖双方单独书面同意的文件，如规范、图纸、买方客户的要求，或质量要求，将成为买方和卖方之间具有约束力的合同（统称为"***合同***"）。在卖方接受合同的过程中，任何提出额外或不同条款的建议，或卖方试图对合同的任何条款进行任何程度的更改，均特此拒绝。任何提出额外或不同条款的建议均不构成对采购订单的书面拒绝。在卖方接受采购订单的过程中，卖方试图对合同任何条款做出的任何程度的更改均不构成对采购订单的拒绝，而应被视为对采购订单的实质性更改，并且该要约将被视为卖方接受，而没有额外或不同的条款。如果采购订单将被视为卖方对先前要约的接受，则此类接受

objection to the purchase order. 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 will not operate as a rejection of the Purchase Order but will be deemed a material alteration thereof, and this offer will be deemed accepted by Seller without the additional or different terms. If the Purchase Order will 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 will be deemed material and are rejected. "***Buyer***" is GHSP, Inc., unless otherwise stated on the Purchase Order.	仅限于采购订单中包含的条款，包括但不限于本条款。额外或不同的条款或卖方试图对采购订单的任何条款做出任何程度的更改均被视为重大变更，并被拒绝。"***买方***"是指 GHSP, Inc.，除非采购订单上另有说明。
1.2 *Changes.*	***1.2*** *变更。*
(a) Buyer may**,** from time to time and upon notice to Seller, make 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 will provide any additional documentation requested by Buyer in	(a) 买方可在通知卖方后不时对图纸、规范、材料、包装、测试、数量、交付或装运的时间或方式或合同中规定的类似要求进行变更，包括但不限于买方客户要求的任何变更。如买方要求变更，卖方可以提交书面要求和适当的支持文件，对合同价格和履行时间进行公平的调整。卖方将提供买方要求的与此类调整要求相关的任何附加文件。除非买方和卖方授权代表书面同意，否则对合同价格或履行时间的任何拟议调整均无效。

connection with Seller's request for such adjustment. Any proposed adjustment to the Contract price or times for performance will 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 or Services, 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. (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 or Services 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	(b) 卖方不得对产品或服务进行任何变更，包括但不限于产品内容、设计、规范、加工（包括制造或组装过程）、包装、标记、运输、价格或交货日期或地点，除非买方有书面指示或经买方书面批准。此类被禁止的变更包括但不限于：(i) 变更卖方在履行采购订单时使用的服务、原材料或货物的任何供应商；(ii) 变更卖方工厂的位置，或卖方任何供应商工厂的位置；(iii) 变更采购订单内任何产品或服务的价格；(iv) 变更卖方或其供应商在采购订单中使用的任何服务、原材料或货物的性质、类型或质量；(v) 变更采购订单内任何产品或服务的适合性、形式、功能、外观或性能；或 (vi) 变更在生产或提供根据采购订单提供的任何产品或服务或作为其一部分而使用的生产方法、工艺、软件或任何生产设备。未经买方授权代表事先书面批准，卖方对任何采购订单或采购订单内产品或服务的任何变更均构成违反采购订单。

written approval of an authorized representative of Buyer will constitute a breach of the Purchase Order.	
1.3 *Other Changes*. Except as described these Terms, neither party may make any changes to the Contract during its term (as described in **Section 12.1**) without the prior written agreement by authorized representatives of both Buyer and Seller.	**1.3** *其他变更*。除非本条款另有规定，否则未经买卖双方授权代表事先书面同意，任何一方均不得在合同期限内（如**第 12.1 条**所述）对合同进行任何变更。
2. Products and Services.	**2. 产品和服务。**
2.1 *Quantity.*	***2.1*** *数量。*
(a) 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, this is a requirements contract and Seller is obligated to supply Buyer with its production, replacement and service parts requirements of the Products and Services. Seller will supply Buyer's requirements for Products and Services in such quantities as identified by Buyer as firm orders in material authorizations releases, manifests, broadcasts or similar communications (collectively "Releases") that are transmitted to Seller during the term of the Purchase Order, and Seller will supply all such Products and Services on such dates and times, at the price and on the other terms specified in the Purchase Order. Releases are part of the Purchase Order, are governed by these Terms, and are not independent contracts.	(a) 除非采购订单或合同中另有明确规定，否则如果采购订单中没有说明数量，或者如果数量为空白或说明数量为零、"一揽子"、"见通知"、"按计划"、"按指示"、"根据买方的生产通知"或类似条款，则这种情况属于按需供货合同，卖方有义务满足买方对产品和服务的生产、更换和维护零件需求。卖方将满足买方对产品和服务的需求，其数量在买方通过材料授权通知、清单、广播或类似沟通方式（统称为"通知"）发布的确定订单中列明，这些通知将在采购订单期限内发送给卖方，卖方将按照采购订单中规定的日期和时间、价格及其他条款提供所有此类产品和服务。通知是采购订单的一部分，受本条款管辖，但不是独立的合同。买方可以将超发货物退还给卖方，费用由卖方承担。

Buyer may return over-shipments to Seller at Seller's expense.	
(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 and Services 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 or Services. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries.	(b) 如果各种原材料和/或部件的交付周期超出通知中的规定，则卖方承担与交付周期相关的风险。卖方同意按照相关采购订单和相关通知规定的数量和时间 100% 按时交付产品和服务。买方有权更改计划装运的频率或指示暂停计划装运，在这两种情况下卖方均无权修改产品或服务的价格。买方没有义务接受提前交货、延迟交货、部分交货或超额交货。
(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 and Services are to be used.	(c) 除非买方另外书面同意，否则灭失风险在交付给买方运输承运人时从卖方转移到买方（或者如果货物由卖方或普通承运人运输，则在交付至买方指定的设施时），但只有在买方在使用产品和服务的买方设施接受后，所有权才转移到买方。
(d) To assure the timely delivery of Products and Services meeting Buyer's requirements and to avoid any unforeseen delays, Seller will, upon written request from Buyer, manufacture Products and Services 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 and	(d) 为确保及时交付满足买方要求的产品和服务，并避免任何不可预见的延误，卖方应根据买方的书面要求，生产出超过买方当前采购订单要求数量的产品和服务，作为装运储备，储备水平由买方不时确定。在买方从卖方购买此类储备产品和服务之前，一直归卖方所有，持有它们的风险和费用由卖方承担。除非相关储备属于上述第 2.1(a) 条规

Services are purchased by Buyer from Seller, they will remain the property of Seller, and will be held by Seller at its sole risk and expense. Buyer will have no obligation to take delivery and pay for such reserve unless such reserve falls within a firm order under Section 2.1(a) above.	定的确定订单，否则买方没有义务接受储备交货并支付其费用。
(e) The price is set forth in the Purchase Order. Unless otherwise stated, the purchase price: (i) is a firm fixed price for the duration of the Contract and not subject to increase for any reason, including increased raw material costs, increased labor, tariffs, duties, currency fluctuations or other manufacturing costs, increased development costs, or changes in volumes or program length from those estimated or expected; (ii) is inclusive of all federal, state, provincial, and local taxes and any duties applicable to the provision of the Products and Services; and (iii) is inclusive of all storage, handling, packaging and all other expenses and charges of Seller.	(e) 价格在采购订单中规定。除非另有说明，否则采购价格：(i) 在合同期限内是固定价格，不得因任何原因提高，包括原材料成本增加、劳动力增加、关税、税款、汇率波动或其他制造成本、开发成本增加，或产量或计划时长与预计或预期相比发生变化；(ii) 包含所有联邦、州、省和地方税收以及适用于提供产品和服务的任何税款；和 (iii) 包含卖方的所有储存、搬运、包装和所有其他费用和收费。
2.2 *Current-Model Service Requirements.* During the applicable vehicle program production life, which commences with the Original Equipment Manufacturer ("**OEM**"), Seller will make Products and Services 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** *当前型号服务要求。*在适用车辆计划生产寿命期间（从原始设备制造商（"**OEM**"）开始），卖方将按照合同规定的当时生产价格，加上特殊包装的任何额外费用，向买方提供合同规定的产品和服务，以满足买方当前型号的服务要求。
2.3 *Past-Model Service Requirement.* Commencing at the end of the applicable vehicle program production life and for a	**2.3** *以往型号服务要求。*从适用车辆计划生产寿命结束时开始，在买方与其客户之

period designated in the agreements between Buyer and its customers, such period not being less than fifteen (15) years, Seller will sell Products and Services to Buyer in order to fulfill Buyer's past model service and replacement parts requirements. With prior notice, Buyer may modify the service period. If Seller desires to discontinue supply earlier than the requirement herein, the parties may negotiate a last-time buy transaction upon mutual written agreement.	间的协议中指定的期限内（不少于十五 (15) 年），卖方将向买方出售产品和服务，以满足买方对以往车型的维护和零件更换要求。买方可提前通知，修改服务期限。如果卖方希望提前停止供货，双方可以通过书面协议协商最后一次采购。
2.4 *Pricing.* Service pricing will remain at production pricing for the first six (6) years of service. Buyer and Seller will then negotiate in good faith service price changes in three (3) year increments for the remainder of service life. If Seller requests a price change, it must prove the other party with a price breakdown sheet, volume data, actual invoice or price changes requests from suppliers, published price changes, and any other information reasonably requested by Buyer.	**2.4** *价格。*在服务的前六 (6) 年，服务价格将按照生产价格执行。此后，买卖双方将在剩余的服务期限内，以三 (3) 年为增量，通过善意协商变更服务价格。如果卖方要求变更价格，其必须向买方提供价格细目表、数量数据、供应商的实际发票或价格变更请求、公布的价格变更以及买方合理要求的任何其他信息。
2.5 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** will survive termination, regardless of the reason for such termination, and expiration of the Purchase Order.	**2.5** 除非买方授权代表以书面形式明确同意，或者买方已从卖方拆除生产服务零件所需的工具，否则卖方在本**第 2 条**项下的义务将在终止（无论因何种原因终止）或采购订单到期后继续有效。
3. Delivery.	**3.** 交付。
3.1 *Packing and Shipment.* Buyer may specify the method of transportation and the	**3.1** *包装和装运。*买方有权指定运输方式、装箱单的类型和数量以及每次装运时

type and number of packing slips and other documents to be provided with each shipment. Seller will pack and ship Products and Services 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 and Services 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.	提供的其他单据。卖方应按照买方指示包装和运输产品和服务，包括标签和危险材料说明。如果买方没有提供包装或运输说明，卖方应按照合理的商业惯例包装和运输产品和服务。如果要求卖方使用买方的可回收包装，卖方应负责清洁和回收可回收包装。如果不提供可回收包装，卖方可以使用一次性包装，买方将补偿卖方一次性包装的合理费用。
3.2 *Delivery Schedules.* Seller will deliver Products and Services in strict accordance with the Releases. Unless otherwise stated in the Contract, Products and Services will be delivered FCA Seller's plant (Incoterms 2020). If Products or Services 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。*卖方应严格按照通知交付产品和服务。除非合同中另有规定，产品和服务将采用卖方工厂 FAC 的交付方式（参见 2020 年《国际贸易术语解释通则》）。如果产品或服务未按照买方的交付计划准备好交付，造成延误的一方应承担由此产生的任何加急或其他特殊运输的额外费用。
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	**4.** **检验。**买方或其直接或间接客户可在提前合理通知卖方的情况下，在卖方的生产厂进行审计、检验或测试，以验证卖方对合同的履行情况，包括是否符合所有质量、成本或交付要求。卖方应确保其与分包商签订的合同条款向买方及其客户提供本条规定的所有权利。买方无需检验交付的产品或提供

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.	的服务，任何检验或不检验均不会减少或改变卖方在合同项下的义务。
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 and Services 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. 税款。**除非合同中另有规定，否则合同价格包括所有适用的联邦、州、省和地方税收，但销售税、增值税或类似的流转税费除外，这些必须在卖方每次装运的发票上单独列明。尽管有上述规定，根据采购订单购买的产品和服务应被认定为工业加工或转售，可免缴销售税。在这种情况下，税务识别号和/或其他免税信息应在采购订单、适用的国家/地区补充文件中说明，或者由买方提供。
6. Payment. Unless stated otherwise in the Contract, payment terms are net 45 days. 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	**6. 付款。**除非合同中另有规定，否则付款期限为 45 天。在交付产品和履行服务后，卖方应立即提交正确完整的发票或其他经同意的账单单据，以及买方合理要求的适当支持文件和其他信息，买方可在收到并核实正确完整的发票或其他要求的信息之前拒绝付款。卖方接受支票或其他现金等价物的付款方式，包括电子资金转账。买方将以合同中规定的货币向卖方付款，如果没有规定，则以卖方的装运或服务地点的货币支付。根据**第 23 条**，买方有

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 set off or deduct from sums owed to Seller under the Contract those sums owed by Seller to Buyer in accordance with **Section 23**.	权从合同项下欠卖方的款项中抵消或扣除卖方欠买方的款项。
7. Product Warranties.	**7. 产品保证。**
7.1 Seller's Warranties.	**7.1 卖方保证。**
(a) Seller expressly warrants and guarantees to Buyer, to Buyer's successors, assigns and customers, and to users of Buyer's Products and Services, that all Products and Services delivered or provided to Buyer will: (i) be world-class, competitive Products and Services 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, Services or vehicles or other products incorporating the Products and Services 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	(a) 卖方向买方、买方继承人、受让人和客户以及买方产品和服务的用户明确保证，向买方交付或提供的所有产品和服务：(i) 在价格、质量、交付和技术方面是世界级的、有竞争力的产品和服务，并符合提供给买方或由买方提供的规范、标准、图纸、样品、描述和修订；(ii) 符合产品、服务或车辆或包含产品和服务的其他产品销售所在国家/地区的所有适用法律、命令、法规和标准，包括但不限于《国家交通和机动车辆安全法》、美国机动车辆安全标准、欧盟指令2000/53/EC 和同等行业标准；(iii) 适销且无缺陷，包括但不限于设计缺陷（在卖方或其任何分包商、代理或供应商设计的范围内，即使设计已获买方批准）、材料缺陷和工艺缺陷；(iv) 由卖方根据买方说明的用途进行选择、设计（在卖方或其任何分包商、代理或供应商设计的范围内，即使设计已获买方批准）、制造和组装，并适合和充分满足买方的预期目的，以及 (v) 没有任何留置权、索赔和产权负担。卖方进一步明确保证，除非订单中另有明确说明，否则产品和服务全部使用新材料制造，产品或服务的全部或部分均不是来自政府或企业的多余材料，任何

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 and Services are manufactured entirely with new materials, none of the Products or Services 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 and Services 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 and Services or any products into which such Products or Services are incorporated. Without limiting the warranties provided herein, Seller will 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.	产品或服务均不存在二手、再制造、修复或其使用年限或状况会损害其适用性、有用性或安全性的情况，并且产品和服务不存在潜在缺陷或可能导致缺陷的条件，无论缺陷或条件在保修期内是已知的还是可发现的。这些保证旨在为买方提供保护，使其免受客户提出的任何及所有保证索赔，包括客户要求的与产品和服务或任何包含此类产品或服务的产品相关的保证。在不限制本条提供的保证情况下，卖方将受所有此类客户要求的保证的约束，这些保证在此以引用方式并入，如同在此明确阐明一样。上述保证是对买方依法享有的保证的补充。
(b) All warranties of Seller extend to future performance of the Products and Services. The warranty period is the longest of: (i) four	(b) 卖方的所有保证延伸至产品和服务的未来性能/履行。保证期为以下最长者：(i) 自买方接受产品或服务之日起四年；(ii) 适

years from the date Buyer accepts the Products or Services; (ii) the warranty period provided by applicable law; or (iii) the warranty period offered by Buyer's customer(s) to end-users for Products and Services installed on or as part of vehicles. For non-production purchases, the warranty period will be twelve (12) months from the date Buyer accepts the Products and Services, unless otherwise agreed in writing by Buyer.	用法律规定的保证期；或 (iii) 买方客户为安装在车辆上或作为车辆一部分的产品和服务向最终用户提供的保证期。对于非生产性采购，保证期为自买方接受产品和服务之日起十二 (12) 个月，买方另有书面约定的除外。
(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.	(c) 对于所有服务，卖方进一步保证将以专业和熟练的方式履行，符合与买方商定的所有标准和规范，并符合行业标准。
(d) Seller will immediately notify Buyer in writing when it becomes aware of any ingredient, component, design or defect in Products or Services that is or may become harmful to persons or property.	(d) 如卖方发现产品或服务中的任何成分、组件、设计或缺陷对人身或财产有害或可能有害时，应立即书面通知买方。
(e) Seller's warranties are not modified, waived or discharged by delivery, inspection, tests, acceptance and payment. Further, 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.	(e) 卖方的保证不因交付、检验、测试、验收和付款而修改、放弃或免除。此外，买方对任何设计、图纸、材料、工艺或规范的批准不解除卖方在本条中规定的任何保证。
(f) The following communications will 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 or Services provided	(f) 以下每一种通信均可构成违反采购订单下保证的通知：(i) 任何指出采购订单下提供的产品或服务的缺陷、违约、缺陷索赔或其他问题或质量问题的通信；(ii) 向卖方发出的声称产品或服务违反任何保证或卖方违反采购订单的任何通信；和 (iii) 买方的终止

under the Purchase Order; (ii) any communication to Seller claiming that the Products or Services 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.	通知。买方的任何此类违约索赔只能由买方的授权代表以书面形式撤销。
(g) To mitigate its damages, Buyer may fully defend any claim from any Customer that any Products or Services supplied by Seller are defective, in breach of warranty, or otherwise did not meet applicable legal or contractual requirements. Seller and Buyer agree that, if Buyer elects to defend, 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 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.	(g) 为减轻损失，买方可以就任何客户提出的、声称卖方提供的任何产品或服务有缺陷、违反保证或不符合适用的法律或合同要求任何索赔进行充分辩护。买卖双方同意，如果买方选择抗辩，该抗辩符合买卖双方的利益。卖方不会主张以下权利：买方采取任何此类立场以任何方式限制买方就违反保证、出资、赔偿或其他索赔向卖方提出索赔的权利，这些索赔可能源于或与前述任何事项相关。

7.2 *Non-Conforming Products and Services.* Buyer's inspection of the Products and Services, 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:	**7.2** *不合格产品和服务。*买方对产品和服务的检验，无论是在制造过程中、交付前还是交付后的合理时间内，均不构成对任何在制品或成品的接受。买方接受、检验或不检验不解除卖方的任何责任或保证。采购订单中的任何内容均不免除卖方的测试、检验和质量控制义务。如果有缺陷的产品或服务发送给买方并被买方拒收，则采购订单下的数量将减少，除非买方另行通知卖方。未经买方授权，卖方不得更换减少的数量。除了买方可以享有的其他救济之外：
(i) Seller agrees to accept return of defective or nonconforming Products and Services, at Seller's risk and expense, at full invoice price, plus transportation charges, and to replace defective or non- conforming Products and Services as Buyer deems necessary;	(i) 卖方同意接受退回有缺陷或不合格的产品和服务，风险和费用由卖方承担，金额为发票全额加运费，并在买方认为必要时更换有缺陷或不合格的产品和服务；
(ii) Buyer may have Products and Services 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 and Services. Seller will document corrective actions within a commercially reasonable period after receipt of a defective	(ii) 在从买方工厂装运之前，买方可随时要求纠正不符合采购订单要求的产品和服务，费用由卖方承担；和/或 (iii) 卖方将补偿买方因拒绝或纠正有缺陷或不符合要求的产品和服务而产生的所有费用。卖方应在收到有缺陷或不合格的样品后，在商业上合理的期限内记录纠正措施，并采取任何必要措施纠正缺陷或不合格的情况。对有缺陷或不合格产品和服务的付款不表示接受此类产品和服务，不限制或损害买方

or non-conforming sample and will take whatever measures necessary to correct the defect or non- conformance. Payment for defective or non- conforming Products and Services is not an acceptance of such Products and Services, 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.	主张任何法律或衡平救济的权利，也不解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 any and all costs and damages resulting from a Recall if the Recall results in whole or in part from a failure of the Products or Services to conform to the warranties in **Section 7.1(a)**. At the request of Seller, Buyer will make reasonable efforts to (i) notify Seller as soon as practicable after Buyer learns that a Recall being considered implicates the Products or Services; (ii) provide Seller with reasonable access to available non- privileged documents relating to the potential Recall; (iii) to the extent allowed by Buyer's customer and governmental agencies, provide Seller a reasonable opportunity to participate in inquiries and discussions among Buyer, its customer, and governmental agencies	**7.3** *召回、警报、现场活动或其他 OEM 通知。*本**第 7.3 条**适用于买方或其直接或间接客户采取的任何自愿或政府要求的行动，以进行任何召回或现场服务活动、纠正声称的缺陷或采取任何与机动车辆安全或车辆不符合适用的机动车辆安全标准或指南有关的纠正措施（"*召回*"）。除非合同中另有规定，否则如果召回全部或部分是由于产品或服务不符合第 **7.1(a) 条**中的保证而导致的，卖方将承担由此导致的任何及所有费用和损害。应卖方要求，买方将做出合理努力：(i) 在买方得知召回被认为涉及产品或服务后，尽快通知卖方；(ii) 向卖方提供访问与潜在召回相关的可以取得的非特权文件的合理权限；(iii) 在买方客户和政府机构允许的范围内，向卖方提供合理的机会，参与买方、其客户和政府机构之间关于召回的必要性和范围的询问和讨论；和 (iv) 就修改或更换车辆系统或部件（包括产品和服务）的最具成本效益的方法咨询卖方，以纠正声称的缺陷或不合格情况。

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 and Services, in order to remedy the alleged defect or non-compliance.	
8. Product Liability.	**8. 产品责任。**
8.1 Indemnification. Seller will defend, indemnify and hold harmless Buyer and Buyer's customers, dealers and end-users of the Products and Services 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 any and 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 or Services (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 or 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 the Terms). Without limitation of the foregoing, any Indemnified Party will 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	**8.1** 赔偿。卖方将为买方和买方的客户、经销商和买方销售的产品和服务的最终用户（或包含这些产品和服务的车辆）及其各自的代理、客户、被邀请人、子公司、关联方、继承人和受让人（"***被赔偿方***"）进行辩护和赔偿，使其免受由以下原因引起或导致的任何和所有损害、损失、索赔、责任和费用（包括合理的律师费和其他专业费用、和解和判决）（"***损失***"）：(i) 产品或服务的缺陷设计（如果由卖方设计）；(ii) 产品或服务的材料、工艺或制造缺陷；(iii) 不合格产品或服务的交付；(iv) 卖方或卖方代理人、雇员或分包商的过失或错误作为或不作为；或 (v) 卖方违反或不遵守卖方的任何陈述或采购订单的其他条款和条件（包括本条款的任何部分）。在不限制前述内容的情况下，任何被赔偿方均有权获得因人身伤害或死亡、财产损失、经济损失、任何召回活动的成本、客户现场服务行动或其他纠正服务行动（根据买方或客户的合理判断，这些措施是由于卖方在本条款项下提供的部分或全部产品或服务中的不合格或缺陷而需要采取的）而产生的任何损失的赔偿，包括由客户归因于产品或服务的临时抵销或费用（例如，临时现场服务行动成本回收借记）。如果伤害、损失或损害是由买方自己对产品的设计或买方对产品的任何更改或不当修理、维护或处理造成的，则本**第 8 条**不适用。无

other corrective service actions that, in Buyer's or customer's reasonable judgment, are required because of nonconformities or defects in some or all of the Products or Services 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 or Services. This **Section 8** will not apply to the extent that the injury, loss, or damage is proximately caused by Buyer's sole design of the Products, or any alteration or improper repair, maintenance, or handling of the Products by Buyer. 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

论索赔是因侵权、过失、合同、保证、严格责任还是其他原因引起的，卖方在本条下的辩护和赔偿义务均适用，除非索赔是由买方自己的过失引起。买方有权使用自己的代理律师并积极参与任何赔偿事宜的辩护和解决，费用由卖方承担。本协议（包括本条）中规定的卖方赔偿义务独立于卖方的任何保险和保证义务之外。如果卖方在买方或客户的场所执行任何工作或使用买方或客户的财产，无论是在买方或客户的场所之内或之外：(i) 卖方应对场所进行检查，确定其对要执行的工作是否安全，并将其认为不安全的任何情况及时通知买方；(ii) 卖方的雇员、承包商和代理人应遵守适用于该场所的所有法律和法规，并且买方可自行决定将这些人从买方场所撤走；(iii) 卖方的雇员、承包商和代理人不得在场所内拥有、使用、销售、运输酒精或未经授权的、非法的或受管制的药物或物质或受其影响；及 (iv) 卖方应赔偿和保障买方和客户及其各自的代理人、继承人和受让人免于承担对因卖方在场所内的工作或卖方使用买方或客户的财产而导致或引起的对买方、客户、其各自的雇员或代理人、或任何其他个人或实体的财产损害或人身伤害（包括死亡）的任何责任、索赔、要求或费用（包括合理的律师费和其他专业费用、和解和判决），但任何由买方自己的过失引起的责任、索赔或要求除外。

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.	
8.2 *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 Services (and related systems and components). To the extent requested by Seller and allowed by customer, Buyer will make reasonable efforts to (a) allow Seller to examine and test all available Products, Services and related systems and components that are subject to a third-party claim, and (b) to include Seller in settlement discussions where indemnity has been or will be sought from Seller.	**8.2** *程序。*在买方获知根据本**第 8 条**提出赔偿要求的依据后，应立即通知卖方。应买方要求，卖方将与买方配合，确定产品和服务（以及相关系统和组件）缺陷或故障的根本原因。在卖方要求和客户允许的范围内，买方将做出合理努力：(a) 允许卖方检查和测试所有第三方索赔所涉及的、可获得的产品、服务和相关系统及组件，以及 (b) 允许卖方加入已经或将要向卖方寻求赔偿的和解谈判。

9. **Compliance with Laws.**	9. **遵守法律。**
(a) Seller, and any Products and Services 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 Services, 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.	(a) 卖方以及卖方提供的任何产品和服务应遵守所有适用的法律，包括规则、法规、命令、惯例、规例和标准，包括但不限于：(i) 与产品和服务的制造、标签、运输、进口、出口、许可、批准或认证有关的法律，以及 (ii) 与环境事项、反腐败、雇佣、工资、雇佣时间和条件、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。采购订单通过引用纳入了这些法律要求的所有条款。
(b) All materials used by Seller in the Products or in their manufacture and in the provision of Services 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.	(b) 卖方在产品或其制造和服务中使用的所有材料应满足当前政府对受限、有毒和危险材料的限制急安全要求，以及适用于制造、销售或目的地国家/地区的环境、电气和电磁考虑。
(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.	(c) 卖方及其雇员和承包商应遵守买方的道德政策（可在 ghsp.com 供应商标准手册下获取）或卖方自己的同等道德政策。
(d) Seller agrees that all components obtained by Seller for GHSP Products will be obtained from sources located in known conflict free zones, and to provide all information requested by GHSP relating to the	(d) 卖方同意，卖方为 GHSP 产品取得的所有组件均应从位于已知无冲突区域的来源获得，并提供 GHSP 要求的与此类组件来源相

source of such components. Seller will comply with all provisions of the Dodd-Frank Act, including its conflict minerals provision.	关的所有信息。卖方应遵守《多德-弗兰克法案》的所有条款，包括其冲突矿物条款。
10. Intellectual Property Rights.	**10. 知识产权。**
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.	**10.1** *买方的知识产权。*除了使用买方的知识产权生产和向买方提供产品和服务的权利之外，买方没有向卖方转让买方在合同项下向卖方提供的信息、文件或财产中的任何专利、商业秘密、商标、服务标志、版权、掩膜作品或其他知识产权（"***知识产权***"）。
10.2 *Seller's Intellectual Property.* Seller does not transfer or license to Buyer any intellectual property rights of Seller related to the Products or Services except as provided in this Section 10.2. Any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how or other intellectual property created by Seller while performing this Agreement that is necessary or incidental to the manufacture, sale and use of the Products or provision of Services ("Developed IP") will belong to Buyer. Seller agrees to assign to Buyer all right, title and interest in and to any Developed IP. Seller will notify Buyer of the existence of Developed IP and assist Buyer in every reasonable way to perfect its right, title and interest in Developed IP such as by executing and delivering all additional documents reasonably requested by Buyer in order to	**10.2** *卖方的知识产权。*除本第 10.2 条中另有规定的之外，卖方没有向买方转让或许可卖方与产品或服务相关的任何知识产权。卖方在履行本协议过程中产生的任何创意、发明、概念、发现、作者作品、专利、版权、商标、商业秘密、专有技术或其他知识产权，如果是制造、销售和使用产品或提供服务所必需或附带的（"已开发知识产权"），将属于买方。卖方同意向买方转让任何已开发知识产权的所有权利、所有权和权益。卖方应将已开发知识产权的存在通知买方，并以各种合理方式协助买方完善其在已开发知识产权中的权利、所有权和权益，例如签署和交付买方合理要求的所有附加文件，以完善、登记和/或执行这些权利。如果制造、销售和使用产品或服务所必需的或附带的任何知识产权在前一句中没有转让给买方，则卖方同意，买方及其客户拥有全球范围的、免特许权使用费的、全额付清的、可转让

perfect, register, and/or enforce the same. To the extent that any intellectual property necessary or incidental to the manufacture, sale and use of the Goods or Services is not assigned to Buyer in the preceding sentence, Seller agrees that Buyer and its customers have a worldwide, royalty free, fully paid up, transferable, perpetual, irrevocable license to use any and all such intellectual property to a) build, have built, repair, have repaired, reconstruct, or have reconstructed the Products and Services and b) to incorporate Products and Services purchased from Seller in vehicles and component parts and to sell those vehicles and component parts to its customers and the public.	的、永久的、不可撤销的许可，可以使用任何和所有此类知识产权，用以：a) 制造、由他人制造、修理、由他人修理、改造或由他人改造产品和服务，以及 b) 将从卖方购买的产品和服务整合到车辆和零部件中，并将这些车辆和零部件出售给客户和公众。

10.3 ***Infringement.***	***10.3*** ***侵权。***
(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 or Services of a third-party Intellectual Property Right. 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 or Services 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 and Services to Buyer, or (ii) modify the Products and Services so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Products and Services, or (iii) replace the Products and Services with non-infringing but practically equivalent products and services.	(a) 在遵守**第 10.3(b) 条**的情况下，卖方将赔偿买方及其客户，使其免于承担因产品或服务实际或涉嫌侵犯第三方知识产权而产生的索赔、责任、损失、损害、成本和费用，包括合理的法律费用。如果在本**第 10.3 条**下提出的索赔导致或可能导致禁止卖方供应或禁止买方将产品或服务用于预期目的的禁令或其他命令，则根据买方的要求和选择，并由卖方承担费用，卖方可 (i) 获得知识产权许可，允许卖方继续向买方供应产品和服务；或 (ii) 修改产品和服务，使其不侵权，只要修改不会实质性改变产品和服务的操作或性能；或 (iii) 使用不侵权但实际上等同的产品和服务替换产品和服务。
(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 at Buyer's request, 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.	(b) 如果侵权索赔基于 (1) 买方或第三方根据买方要求对产品进行的修改，或 (2) 卖方根据买方要求对产品进行的修改，则卖方不承担本**第 10.3 条**项下的责任，除非卖方知道或应该知道此类修改可能导致实际侵权或指称侵权。
11. Property.	**11. 财产。**

11.1 *Buyer's Property.*	***11.1*** *买方财产。*
(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 its 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.	(a) 买方将拥有卖方用于制造、储存和运输产品或提供服务的工具、夹具、模具、量规、模型、物资、材料以及其他设备和财产（"***财产***"）的所有权，前提是 (1) 合同中指定了这些财产，或 (2) 买方或其客户提供了或支付了或同意支付这些财产的费用（"***买方财产***"）。卖方将向买方转让与买方财产相关的卖方享有权益的合同权利或索赔，并签署买方合理要求的销售单据、融资报表或其他文件，以证明买方或其客户对买方财产的所有权。卖方应保障买方免受对买方或其客户不利的对买方财产所有权的索赔或留置权，但由于买方或其客户的作为或不作为导致的索赔或留置权除外。卖方将以寄托方式持有买方财产，并对其持有或控制的买方财产的损失或损坏负责。在法律允许的范围内，卖方放弃对买方财产的任何留置权或类似权利。买方负责承担对买方财产征收的个人财产税。
(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	(b) 卖方将：(1) 在买方财产的整个使用寿命期间，自费将买方财产保持在良好状态并进行维修，正常磨损除外；(2) 只能将买方财产用于产品的制造、储存和运输以及为买方提供服务，除非买方事先另有书面批准；(3) 根据买方的要求并由买方承担费用，将买方

Products and provision of Services 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 and (5) if required due to normal use by the Seller, or any other reason, replace Buyer's Property at Seller's expense. 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.	财产注明为属于买方或其客户；(4) 未经买方书面批准，不得将买方财产（集装箱等除外）从卖方场所移走，以及 (5) 如果由于卖方的正常使用或任何其他原因需要，更换买方财产，费用由卖方承担。买方财产的所有替换零件、添加、改进和附件是买方财产的一部分，除非可以在不损坏买方财产的情况下将其移除。
(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 45 days after approval by Buyer of the Seller's PPAP (Production Part Approval Process) submission.	(c) 买方将按合同规定的金额支付其需要购买的买方财产的金额，或者，如果合同中没有规定金额，则按照以下金额支付：(1) 如果由第三方制造，卖方对买方财产付出的实际成本，或 (2) 如果由卖方制造，卖方购买材料、组件和服务的实际成本，加上卖方应分配给买方财产的实际人工成本和间接费用。除非合同中另有规定，买方财产的最终款项应在买方批准卖方提交的 PPAP（生产零件批准程序）后 45 天内支付。
(d) 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	(d) 除非合同中另有规定，否则卖方应根据买方随时提出的要求立即将买方财产和买方或其客户的其他财产交给买方，无论有无原因，也无需支付任何款项，且买方可以立即收回这些财产。卖方应将要求的财产和其他财产交给买方，以保护买方财产的方式妥

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 or provide a Service, the release or recovery will be deemed a termination of the Contract with respect to that Product or Service pursuant to **Section 12** or **13**, as applicable.	善包装，并按照买方承运人的要求进行标记。如果交还或收回买方财产或其他财产导致卖方无法生产产品或提供服务，则该交还或收回将被视为根据**第 12** 或 **13 条**（视情况而定）终止与该产品或服务相关的合同。
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. Buyer may purchase Seller's Property used exclusively to produce those Products or provide those Services and not needed by Seller to produce Products, Services or products or services for other customers, for a purchase price equal to the lesser of fair market value or Seller's unamortized acquisition cost. Seller shall not sell or dispose of any tooling or equipment used to make products for Buyer for the term of this agreement and the duration of Seller's supply of service parts without Buyer's prior written approval. This Section shall survive termination of the Contract.	**11.2** *卖方财产。*卖方将拥有所有非买方财产的所有权（"***卖方财产***"）。卖方将自费提供、保持良好状态，并在必要时更换履行合同所需的卖方财产。卖方将按照重置价值为卖方财产投保全面火灾和扩大保险。买方有权购买专用于生产本协议产品或提供本协议服务的且卖方生产本协议产品、服务或为其他客户生产产品或服务不需要的卖方财产，购买价格等于公平市场价值或卖方未摊销的购买成本中的较低者。未经买方事先书面批准，卖方不得在本协议期限内以及卖方供应服务部件的期限内出售或处置任何用于为买方制造产品的工具或设备。本条在合同终止后仍然有效。
11.3 *Tooling; Capital Equipment.* With respect to orders for tooling:	**11.3** *工具；资本设备。*关于工具订单：

(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	(a) 在付款之前和之后，卖方应根据要求向买方提供进入卖方场所以及查看所有与工具相关的文件的权限，以根据采购订单检查已完成的工作，并核实卖方提交的费用。对于卖方从任何第三方购买的任何工具或其零件，卖方应向买方提供接触最终生产来源及查看相关文件的权限。卖方应在买方通知计划审计卖方之日起十 (10) 天内提供所要求的访问权限和所要求的文件副本，专供买方使用和记录。买方对十 (10) 天期限之后提交的任何信息均不予考虑。如果采购订单中的价格超过核实后的卖方实际成本，则超额部分将记入买方的贷方，采购订单中的价格将相应调整。如果卖方的主要业务是制造工具，则卖方可按照采购订单所示获得合理的利润百分比。如果未达成双方可接受的利润百分比，则买方将在完成审计后确定合理的利润百分比。卖方应向买方开具发票，金额为（且买方仅有义务支付此金额）卖方实际成本加上该利润百分比或采购订单中规定的金额中的较低者。买方核实实际成本的审计将包括但不限于（由买方选择）卖方已兑现的支票和银行对账单的副本，以及买方确认是否存在任何第三方向卖方提供的与此类工具相关的回扣、信用或折扣所需的任何其他信息。如果卖方不提供此类权限和文件，买方可根据其合理的判断，根据买方可获得的信息，包括估计成本，确定适当的调整。卖方应承担买方确定此类估计成本所发生的费用。除了律师和专业顾问（须要求这些人员保密）之外，卖方不得向任何第三方披露此类工具审计的结果或买方因此类审计而对应付给卖方的价格和金额的任何调整。卖方应将

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 will 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 DAP Buyer's facility, Incoterms 2020, and Seller should not prepay or add freight charges.	所有成本记录在收到最终费用付款后保存三年（并促使其工具子供应商保存）。所有工具均应按照买方的规范制造（或者，在买方的指示下，按照买方客户的规范制造）。这些规范的例外情况必须在采购订单上以书面形式或买方签署的书面形式说明。如果采购订单明确声明其是针对"工具"的，则除非采购订单中另有说明，运费按照 2020 年《国际贸易术语解释通则》的买方工厂 DAP 方式执行，卖方不应预付或增加运费。
(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	(b) 在适用法律允许的范围内，对于买方为买方拥有的工具支付的任何款项，买方明确表示将以卖方为生产买方拥有的、此类款项涵盖的工具而使用的任何分包商的利益以信托形式持有，并且卖方同意作为此类分包商的明示信托受托人持有此类款项，直到卖方为买方拥有的工具向分包商全额支付款

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 will 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 in connection with the subject matter of this Section, Seller will not join Buyer in any such action.	项。卖方承认并同意，此类分包商是本条规定中与明示信托相关的预期第三方受益人，因此，此类工具分包商有权以分包商的名义直接针对卖方执行本条规定。卖方同意，除了根据工具采购订单向卖方付款之外，买方对卖方或卖方的工具分包商在本条下不存在义务。如果卖方的工具分包商就本条所涉事项对卖方提起诉讼，卖方不得将买方加入任何此类诉讼。
12. Term and Termination.	**12. 期限和终止。**
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 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	**12.1** *一般条款。*在买方终止权的约束下，由采购订单形成的合同在适用的 OEM 计划生产寿命期间（包括由适用的 OEM 客户决定的车型更新或延期）对双方具有约束力，并且买卖双方都承认，存在计划生产量与 OEM 的估计不同或计划寿命被延长或取消的风险。尽管有上述规定，如果采购订单或合同中规定了到期日期，则采购订单的期限将持续到该日期。除非买方授权代表以书面形式明确放弃，否则卖方关于服务和更换部件的义务将在采购订单终止或到期后继续有效。

replacement parts will survive the termination or expiration of the Purchase Order.	
12.2 *Termination by Buyer for Convenience.* The Buyer may terminate the Contract, in whole or in part upon 30 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** *买方为方便而终止。*买方可在提前 30 天书面通知卖方后，终止全部或部分合同。卖方无权终止合同，除非买方违约，且在终止之前没有纠正。
12.3 *Amounts Payable to Seller.* If Buyer terminates a Contract before the end of its specified term (other than for Seller's Default under **Section 13**, unless otherwise agreed by Buyer and Seller, Buyer will pay to Seller the following amounts, without duplication: a) the Contract price for all Products and Services that have been completed and delivered in conformance with the Contract and not previously paid for, and b) the price for all Products and Services ordered by Buyer as a firm order under Section 2.1 and manufactured by Seller prior to the date Buyer delivers notice of termination, less the sum of the reasonable value or costs (whichever is higher) of any such Products or Services used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed Products and Services. Buyer will make no payment for any raw material or work-in-process inventory or for finished goods fabricated by Seller in amounts in excess of the quantity ordered by Buyer in firm orders nor for any undelivered Products or Services that are in Seller's standard stock or that are readily marketable. Buyer's	**12.3** *应付给卖方的金额。*如果买方在规定的合同期限结束前终止合同（**第 13 条**规定的卖方违约除外），则除非买卖双方另有约定，买方将向卖方支付以下金额（不重复计算）：a) 按照合同已完成和交付且之前未付款的所有产品和服务的合同价格；以及 b) 买方在第 2.1 条下作为确定订单订购并在买方发出终止通知之前由卖方制造的所有产品和服务的价格，减去经买方书面同意由卖方使用或销售的任何此类产品或服务的合理价值或成本（以较高者为准）以及任何损坏或毁坏的产品和服务的成本。对于任何原材料、在制品库存或卖方制造的成品，对于超过买方在确定订单中订购的数量的部分，买方将不支付任何款项；买方也不会对卖方标准库存或适销的任何未交付产品或服务付款。买方根据本条规定的最大付款责任不超过合同项下所有要求付款的总额减去实际支付的款项。在任何情况下，买方均不对欠卖方分包商的款项或预期利润损失、未吸收的间接费用、利息、产品开发或设计成本、设施和设备成本或租金、未收回的折旧成本或一般和管理费用负责。

maximum liability for payments pursuant to this Section will not exceed the total of all required payments under the Contract minus those actually made. In no event will Buyer be liable for payments owed to Seller's subcontractors or for loss of anticipated profits, unabsorbed overhead, interest, product development or engineering costs, facilities and equipment costs or rental, unrecovered depreciation costs, or general and administrative burden charges.	
13. Default.	**13. 违约。**
13.1 *Events of Default.* Time is of the essence and, subject to **Section 17**:	**13.1** *违约事件。*时间至关重要。在**第 17 条**约束下：
(a) Seller will be in "***Default***" under the Contract if it (1) delays delivery or fails to deliver Products or provide Services 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 indicating 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, to the extent nonperformance can be cured, fails to cure the nonperformance within 15 business days after written notice from Buyer specifying the nonperformance, (4) admits in writing its inability to pay its debts as they become due,	(a) 如果卖方出现以下情况，则构成合同"***违约***"：(1) 延迟交付或未严格按照交付时间表交付产品或提供服务，且在收到延迟或未交付的书面通知后 24 小时内未能纠正；(2) 未能保持竞争力，且未能在收到买方通知后 30 个日历日内变得具有竞争力，该通知合理详细说明了构成买方声称卖方未能保持竞争力所依据的履约范围，包括但不限于交货、质量、技术或价格；(3) 未能履行合同项下的任何其他义务，且在不履约行为可以补救的情况下，未能在买方书面说明不履约行为通知后的 15 个工作日内纠正不履约行为；(4) 书面承认无力偿还到期债务，提起破产、无力偿债、破产管理或类似程序，或以债权人为受益人进行全面转让；(5) 成为第三方提起的破产、无力偿债、破产管理或类似程序中的债务人，且此类程序在提起后 30 天内未被解除，或 (6) 买方提出

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 Buyer.	书面要求后三个工作日内未能提供充分的合同履约保证。
(b) Buyer will be in "***Default***" under the Contract if it (1) materially breaches the Contract and fails to cure such material breach within 30 days of Seller's notice to Buyer of such material breach, (2) 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, or (3) 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.	(b) 如果买方出现以下情况，则构成合同"***违约***"：(1) 实质性违反合同，且未能在卖方向买方发出实质性违约通知后 30 天内纠正此类实质性违约；(2) 书面承认无力偿还到期债务，提起破产、无力偿债、破产管理或类似程序，或以债权人为受益人进行全面转让；或 (3) 在由第三方提起的破产、无力偿债、破产管理或类似程序中成为债务人，且此类程序在提起后 30 天内未被解除。
13.2 *Remedies.*	***13.2*** *救济。*
(a) The remedies provided in this **Section 13.2** are cumulative and are in addition to all other rights and remedies available elsewhere in the Contract or by law.	(a) 本**第 13.2 条**中规定的救济是累积性的，是对合同其他条款或法律规定的所有其他权利和救济的补充。
(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	(b) 发生违约后，以及在违约持续期间，未违约方可在通知违约方后终止合同。如果卖方违约，买方的损害赔偿将包括但不限于将工作转到其他来源所实际发生的合理费

Default, Buyer's damages will include, but are not limited to, the reasonable costs actually incurred to relocate the work to an alternate source, and Buyer may purchase completed Products and Services at the Contract price and work-in-process and raw materials at Seller's actual cost, and Seller will 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 manufactured pursuant to, and the actual cost of work-in-process and raw materials procured by Seller and authorized by, firm orders (which will become Buyer's property upon payment in full).	用，且买方有权按合同价格购买完成的产品和服务以及按照卖方的实际成本购买在制品和原材料，卖方应提供**第 14 条**规定的过渡服务，买方不承担任何费用。如果买方违约，卖方的损害赔偿将仅限于根据确定订单完成的产品和服务的合同价格，以及卖方采购并经确定订单授权的在制品和原材料的实际成本为限（全额付款后将成为买方的财产）。
(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.	(c) 如果卖方没有按照**第 11.1(d) 条**的规定交出或交付买方财产或买方或其客户的其他财产，买方有权（费用由卖方承担）：(1) 立即获得法院占有令，以及 (2) 进入卖方的场所，无论是否经过法律程序，并立即占有买方财产和其他财产。在法律允许的范围内，卖方放弃在破产或其他程序中反对买方收回买方财产和其他财产的任何权利。
(d) EXCEPT AS OTHERWISE EXPRESSLY AUTHORIZED IN THE CONTRACT, BUYER WILL HAVE NO LIABILITY TO SELLER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR MARKET SHARE OR DAMAGE TO BRAND VALUE), INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER	**(d) 除非合同中另有明确授权，否则买方对卖方不承担任何间接、特殊、后果性（包括利润或市场份额损失或品牌价值损害）、附带、惩罚性或惩戒性损害赔偿责任，无论是否可以预见。**

OR NOT FORESEEABLE.	
14. Transition of Supply.	**14. 供货过渡。**
(a) In connection with Buyer's termination (for any reason) or expiration of the Purchase Order, or Buyer's other decision to source the Products or the Services from any alternate supplier(s), Seller will cooperate with Buyer in the transition of the supply of Products and 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 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 Services and components; and (3) subject to Seller's reasonable capacity constraints, Seller will provide special overtime production, storage and/or management of extra inventory of the Products and Services, extraordinary packaging and transportation and other special services (collectively "**Transition Support**") as expressly requested by Buyer in writing.	(a) 关于买方终止（出于任何原因）或采购订单到期，或买方从任何替代供应商处采购产品或服务的其他决定，卖方应在产品和服务供应的过渡过程中配合买方，包括以下内容：(1) 在买方完成向替代供应商的过渡所合理需要的整个期间内，卖方将继续按照买方订单中规定的价格和其他条款生产和交付所有产品和服务，不收取额外费用或增加其他条件，确保卖方的作为或不作为不会中断买方获得所需产品或服务的能力；(2) 在买方不承担任何费用的情况，卖方应及时提供所有要求的与卖方制造工艺相关的信息和文件，包括现场检查、材料清单数据、工具和工艺细节以及产品、服务和部件的样品；及 (3) 在满足卖方合理能力限制的情况下，卖方应按照买方的书面明确要求，提供产品和服务的特殊加班生产、储存和/或额外库存管理、特殊包装和运输以及其他特殊服务（统称为"**过渡支持**"）。

(b) If the transition of supply occurs for reasons other than Buyer's termination of the Purchase Order pursuant to **Section 13**, Buyer will, 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.	(b) 如果供货过渡不是由于买方根据**第 13 条**终止采购订单的原因而发生，则买方应在过渡期结束时支付卖方为提供买方要求的过渡支持而产生的合理、实际费用，前提是买方在卖方产生这些费用之前已经批准了卖方对这些费用的估算。
15. Confidential Information. Trade secrets, specifications, drawings, notes, instructions, engineering data and analyses, compositions of matter, financial data, cost, price and other technical and business data which are supplied or disclosed by Buyer in connection with the Contract, ("***Confidential Information***"), will be deemed confidential and proprietary to, and remain the sole property of, Buyer. Seller 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 Buyer. Confidential Information will not include information that (1) is or becomes available to the public other than as a result of a violation of this **Section 15** by Seller, (2) is known by Seller prior to disclosure by Buyer, or (3) is legally required to be disclosed. In the event that Seller receives a demand to disclose Confidential Information, Seller will provide Buyer with prompt prior written notice so that Buyer may respond or seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, Seller will furnish only that portion of the Confidential Information that is legally required. Seller will use the same degree of care to safeguard Confidential Information that it uses to protect its own confidential information from	**15. 保密信息。** 买方提供或披露的与合同相关的商业秘密、规范、图纸、注释、说明、工程数据和分析、物质成分、财务数据、成本、价格和其他技术和商业数据（"***保密信息***"）将被视为买方的机密和专有信息，并继续全部归买方所有。在任何情况下，未经买方事先书面同意，卖方不得披露保密信息或出于合同规定以外的任何目的使用保密信息。保密信息不包括：(1) 由于卖方违反本**第 15 条**规定以外的原因而向公众公开的信息，(2) 在买方披露之前即为卖方所知的信息，或 (3) 法律要求披露的信息。如果卖方收到披露保密信息的要求，应立即提前向买方发出书面通知，以便买方做出回应或寻求保护令或其他适当的救济。如果未获得此类保护令或其他救济，卖方只应提供法律要求的部分保密信息。卖方将使用与保护自己的保密信息相同的谨慎程度（但不低于合理的谨慎程度），保护保密信息不受未经授权的访问或泄露。应买方的要求，卖方应立即归还或销毁收到的保密信息的原件和所有副本。应买方的要求，卖方可能需要签署一份单独的保密协议。

unauthorized access or disclosure (but not less than a reasonable degree of care). Upon request by Buyer, Seller will promptly return or destroy the original and all copies of Confidential Information received. Upon request of Buyer, Seller may be required to sign a separate non-disclosure agreement.	
16. Assignment and Subcontracting. Under no circumstances may Seller transfer, assign or delegate, in whole or in part, any of its rights or obligations under the Contract (including, without limitation, any right of payment), whether directly or indirectly, by merger, acquisition or contribution to a joint venture, without Buyer's prior written consent. Unless otherwise stated in the consent, any assignment or subcontracting by Seller, with or without Buyer's consent, will not relieve Seller 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。**在任何情况下，未经买方事先书面同意，卖方不得通过合并、收购或向合资企业出资，直接或间接全部或部分转让、让与或委托其在合同项下的任何权利或义务（包括但不限于任何付款权）。除非同意书中另有规定，否则卖方的任何转让或分包，无论是否得到买方的同意，均不解除卖方在合同项下的责任或义务，或其对受让人或分包商不履约或违约的责任。
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 forgoing, labor problems or other issues involving	**17. 可宽免的不履约情况。**当且仅当任何一方延迟或未履行其在合同项下的义务是由可宽免事件造成时，该方可以宽免，且不构成违约。"***可宽免事件***"是指超出一方合理控制范围的原因或事件，不可归咎于其过失或疏忽，包括火灾、洪水、地震和其他极端自然事件、天灾、骚乱、内乱、战争或恐怖主义行为，无论政府是否宣布为如此。尽管有上述规定，涉及卖方员工或其供应商员工的劳工问题或其他问题、原材料、零部件的可得性、原材料、卖方劳工成本或其他成本的变化，或商业市场、商业环境、经济或其

Seller's employees or its suppliers employees, availability of raw materials, component parts, changes in costs of raw materials, labor or other costs of Seller, or any other changes in commercial markets, commercial environment, the economy or other commercial factors generally will not constitute an Excusable Event.	他商业因素的任何其他变化，均不构成可宽免事件。
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 will share information, confer, seek agreement and otherwise act cooperatively to avoid or mitigate the effects of the potential or actual excused nonperformance. If Seller is unable to perform for any reason, Buyer may do one or more of the following: a) purchase Products and Services from other sources and reduce its purchases from Seller accordingly without liability to Seller; b) cause Seller to provide the Goods or Services from other sources in quantities and at times requested by Buyer at the price set forth in the Purchase Order at Seller's expense; or c) require Seller to deliver to Buyer, at Seller's expense all finished goods, work in process and parts and materials produced or acquired for work under a Purchase Order. 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	在每一种情况下，不履约的情况必须超出合理的控制，并且不能归因于主张可宽免事件的一方的过失或疏忽。无法履约的一方必须在获知不履约已经发生或有合理可能发生后，立即向另一方发出不履约通知（包括其预期持续时间），并在此后立即发送与其履约能力和/或不履约预期持续时间相关的事实的任何重大变化的通知。买卖双方将共享信息、彼此协商并寻求对方的同意，并以其他方式合作避免或减轻潜在或实际可宽免的不履约行为的影响。如果卖方因任何原因不能履约，买方可以采取以下一种或多种措施：a) 从其他来源购买产品和服务，并相应减少从卖方的购买量，且不对卖方承担责任；b) 促使卖方按买方要求的数量和时间，以采购订单中规定的价格，从其他来源提供产品或服务，费用由卖方承担；或 c) 要求卖方自费向买方交付所有成品、在制品以及根据采购订单生产或采购的零件和材料。在另一方提出书面请求后的三个工作日内，不履约方应提供充分的保证，保证不履约的时间不会超过七个日历日。如果不履约方不提供这些保证，或者如果不履约的时间超过七个日历日，另一方可以在恢复履约前通知不履约方终止合同。

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.	
18. Labor Contracts. Sellers of production goods and Services 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 and Services, specifying the quantities of Products and Services 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 and Services requested and produced. Seller is responsible for carrying costs and any additional costs of manufacture. Nothing in this Section will be construed to relieve Seller of its obligations to supply Products and Services under the Contract.	**18. 劳动合同。**生产产品和服务的卖方应在没有延期或替代的现行劳动合同到期前至少六个月将合同到期日通知买方。此后，买方可自行决定以书面形式指示卖方生产最多 90 天的产品和服务的额外库存，说明所需产品和服务的数量以及任何包装和储存要求。卖方应在当前劳动合同到期前遵守买方的书面指示，直到当前劳动合同延期或新合同完成。要求生产额外库存即表示买方承诺购买所要求和生产的全部合格产品和服务。卖方负责承担运输成本和任何额外的制造成本。本条中的任何内容均不得解释为解除卖方根据合同提供产品和服务的义务。
19. Customs. Transferable credits or benefits associated with Products and Services 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	**19. 海关。**与购买的产品和服务相关的可转让信用或利益，包括贸易信用、出口信用或关税、税款或费用退款的权利，均属于买方，除非适用法律另外禁止。卖方将向买方提供与产品和服务相关的所有必要信息和记

provide Buyer with all information and records relating to the Products and Services 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	录，以便买方：(1) 取得这些利益、信用和权利，(2) 履行任何海关义务、原产地标记或标签要求以及认证或本地内容报告要求，(3) 根据适用的贸易优惠制度申请优惠关税待遇，以及 (4) 参与进口国的任何关税缓征或自贸区计划。卖方应办理所有出口许可和授权，并缴纳所有出口税、关税和费用，除非合同中另有规定，在这种情况下，卖方应提供所有必要的信息和记录，使买方能够办理这些出口许可或授权。具体细节将使用国际商会
(INCOTERMS) as identified by the International Chamber of Commerce 2010 revisions, referred to herein as "***Incoterms 2020***", and include the specific "Named Place" where needed.	2010 年修订版中指定的国际商业术语（国际贸易术语解释通则）定义和列出，在此称为"***2020 年国际贸易术语解释通则***"，必要时包括具体的"指定地点"。
20. <u>Insurance.</u> Seller will maintain and upon request furnish to Buyer a copy of insurance policies including (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 recall insurance, (4) employer's liability and	**20. <u>保险。</u>** 卖方应保存保险单副本，并应买方要求提供给买方，包括：(1) 以下列出的一般责任保险或买方合理接受的附加保险，并将买方列为附加被保险人；(2) 所有财产风险保险，涵盖由卖方照管、保管或控制的买方财产的全部重置价值，并将买方指定为保险受益人；(3) 产品召回保险；(4) 雇主责任和工人赔偿保险；(5) 商业汽车责任保险；及 (6) 业务中断保险。卖方应提供证明本条要求的保险范围的证书，并根据要求向买方提供全部或部分保险单。购

worker's compensation insurance, (5) commercial automobile liability insurance, and (6) business interruption insurance. Seller will provide certificates evidencing the coverage required by this Section and will, upon request, supply Buyer with all or part of the full insurance policies. The existence of insurance does not release Seller of its obligations or liabilities under a Purchase Order. Minimum coverage is as follows:	买保险不解除卖方在采购订单下的义务或责任。最低保险范围如下所示：

Coverage	**Limits of Liability**	**保险范围**	**责任限额**
Commercial General Liability Insurance	US $5,000,000 / each occurrence, general aggregate, products & completed operations aggregate	一般商业责任保险	5,000,000 美元/次，累计限额，产品和完工累计
Product Recall Insurance	US $5,000,000 / per recall	产品召回保险	5,000,000 美元/每次召回
Employers Liability	US $100,000 for: (1) each accident (2) policy limit for bodily injury by disease, and (3) bodily injury by disease for each employee	雇主责任保险	对于以下情况，100,000 美元： (1) 每次事故 (2) 疾病造成身体伤害的保单限额，以及 (3) 每位员工因疾病造成的身体伤害
Commercial Automobile Liability Insurance	US $1,000,000 / each occurrence combined single limit	商业车辆责任保险	1,000,000 美元/每次，综合单一限额
Business Interruption Insurance	As specified by Buyer	业务中断保险	按照买方规定
Workers Compensation	Statutory	工伤补偿保险	按照法律要求

21. <u>Dispute Resolution.</u> 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, pursuant to Section **22.10** below either party may pursue any available legal action as it determines appropriate. Nothing contained herein will act to prohibit, impair or delay Buyer undertaking any legal action to seek immediate injunctive relief as may be available to Buyer.	**21. <u>争议处理。</u>**买卖双方应首先努力通过善意协商解决合同项下的任何争议。如果争议无法在合理的时间内通过善意协商解决，根据下文**第 22.10 条**，任何一方均可采取其认为适当的任何法律行动。本条款任何内容均不禁止、损害或延迟买方采取任何法律行动寻求买方可能获得的即时禁令救济。
22. <u>Miscellaneous.</u>	**22. <u>其他条款。</u>**
22.1 *<u>Advertising.</u>* 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.	**22.1** *<u>广告。</u>*在合同期限内及之后，未经买方事先书面同意，卖方不得宣传或以其他方式披露其与买方或买方客户的关系，除非履行合同需要或法律有要求。
22.2 *<u>Audit Rights.</u>* For at least 7 years after Seller completes its last delivery of Products or Services, Seller will maintain records as necessary to support amounts charged to Buyer under the Contract. 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	**22.2** *<u>审核权。</u>*在卖方完成其最后一次产品或服务交付后的至少 7 年内，卖方应保留必要的记录，以支持在合同项下向买方收取的金额。买方及其代表有权审核卖方在审核日期前完成的交易的记录，审核范围为核实装运数量和收取的价格与合同价格是否匹配所需的范围。审核均应在合理的时间和卖方的正常营业地点进行，费用由买方承担（但如果审核发现收费金额存在重大错误，卖方将予以报销）。

reasonable times, and at Seller's usual place of business.	
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。*卖方应遵守买方在询价中列明并在合同中确认的电子通信方式，或供应商标准手册中规定的电子通信方式，包括对电子资金转账、采购订单传输、电子签名和通信的要求.
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** *双方关系。*买卖双方是独立的立约方，本合同任何规定均不导致一方成为另一方的任何代理人或法律代表。任何一方均无权代表另一方承担或产生任何义务。
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。*一方在特定情况下未行使合同或法律规定的任何权利或救济不得被视为在之后的情况中放弃该权利或救济或放弃任何其他权利或救济。
22.6 *Entire Agreement.* 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 expressly authorized in **Section 1**, no subsequent terms, conditions, understandings, or agreements purporting to	**22.6** *完整协议。*合同构成卖方和买方之间关于其标的物的完整协议，并取代双方之前关于合同标的物的所有口头和书面陈述及协议。除**第 1 条**中明确授权的之外，后续任何声称修改合同条款的条款、条件、谅解或协议均无约束力，除非采用书面形式并由双方签字。

modify the terms of the Contract will be binding unless in writing and signed by both parties.	
(a) New purchase orders and purchase order revisions and amendments, once accepted by Seller as provided in **Section 1.1**, will be governed by these Terms (as they 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.	(a) 在卖方根据**第 1.1 条**接受新采购订单和采购订单的修订和修正之后，则自接受之日起，这些采购订单即受在买方网站上发布的本条款（可能会不时修订）的约束（网址为 ghsp.com，链接见供应商标准手册）。
(b) 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 will 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 will prevail, unless the requirements specified on Buyer's website expressly provide otherwise.	(b) 买方网站还可能包含采购订单涵盖的某些项目的特定附加要求，包括标签、包装、运输、交付和质量规范、程序、说明和/或指示。任何此类要求均被视为合同的一部分。买方可以通过在买方网站上发布修订版定期更新此类要求。如果合同与买方网站之间存在不一致之处，则以合同条款为准，除非买方网站上的明示要求另有规定。
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。*如认定合同的任何条款在任何司法管辖区无效或不可执行，不影响合同任何其他条款的有效性或可执行性，或该条款在任何其他司法管辖区的有效性或可执行性。
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** *释义。*在本条款中使用时，"包括"是指"包括但不限于"，并且以单数定义的术语包括复数，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。*合同要求或允许的任何通知或其他通信必须采用书面形式，如果实际收到日期是工作日，则在实际收到日期生效，如果实际收到日期不是工作日，则在下一个工作日生效。
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 will be in the state courts within Ottawa County, Michigan or, if subject matter jurisdiction is met, the United States District Court for the Western District of Michigan and the parties hereby irrevocably consent to the jurisdiction of such courts.	**22.10** *适用法律。*除非另有书面约定，合同受密歇根州内部法律管辖并据其解释。*《联合国国际货物销售合同公约》*不适用于合同。与本协议相关的任何争议的唯一审判地点为密歇根州渥太华县的州法院，或者，如果符合属事管辖权，则为密歇根州西区的美国地区法院，双方特此不可撤销地同意此类法院的司法管辖权。
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.** **抵销；扣除。**除法律规定的任何抵销权或扣除权外，所有应付给或将要应付给卖方的金额应被视为扣除卖方及其关联方或子公司欠买方及其关联方或子公司的债务。买方有权从卖方或其关联方或子公司欠买方或其关联方或子公司的任何款项或其他债务中全部或部分抵销或扣除。买方应向卖方提供一份声明，说明买方采取的任何抵销或扣除措施。