

## AUTOLIV GLOBAL INDIRECT PURCHASE TERMS AND CONDITIONS FOR GOODS

### 奥托立夫全球间接货物采购条款与条件

#### THE PARTIES

##### 买卖双方

The Buyer shall be an **AUTOLIV** entity, its Affiliates or its group companies that issues a Purchase Order (as defined below) to the Seller ("**Buyer**")

买方应为一家奥托立夫实体，或其关联公司或其集团公司，向卖方签发订购单（定义见下文）（“买方”）

#### AND

##### 且

The Seller is a party which agrees and fulfils to the Buyer's Purchase Order. ("**Seller**")

卖方作为协议一方，承诺并履行买方的订购单。（“卖方”）

#### NOW IT IS AGREED AS FOLLOWS

##### 双方约定如下

#### 1. Definitions

##### 定义

- 1.1 In this Agreement for Goods the following terms and expressions shall have the following meanings.

根据本货物协议，下列名词和术语含义如下：

"**Addendum**" means the Addendum referenced by Buyer in a PO.

“附录”是指买方在订购单中引用的附录。

"**Affiliates**" means with respect to each Party any corporation or other entity which directly or indirectly controls or is controlled by or is under common control with that Party.

“关联公司”是指对于协议各方而言，任何直接或间接控制该方或由该方直接或间接控制或与该方处于共同控制下的公司或其他实体。

"**Agreement for Goods**" means this Global Indirect Purchase Terms and Conditions for Goods, dated as of the Effective Date.

“货物协议”是指自生效日起生效的本全球间接货物采购条款与条件。

"**Ancillary Agreement**" means any and all agreements in writing or electronic form including a Purchase Order, statement of work, price list, project plan, payment terms, Addendum executed in connection with purchase of Goods, placed by Buyer with Seller on or after the Effective Date and at any time and from time to time during the Term.

“附属协议”是指买方与卖方在生效日当日或之后，以及在协议期间任何时间且不定期签订的，与货物采购相关的任何书面或电子形式的协议，包括订购单、说明书、价格表、项目计划、付款条件以及附录。

"**Goods**" mean goods stipulated by Buyer in a Purchase Order and may include items such as office supplies and furniture, chemicals and lubricants, stationary, IT related hardware and accessories, and personal safety and protection items.

“**货物**”是指买方在订购单中规定的货物，可能包括例如办公用品及设备、化工产品、润滑剂、文具、信息技术相关硬件及附件以及个人安全防护用品在内的任何用品。

**"Effective Date"** means the date referenced at the beginning of this Agreement for Goods.

“**生效日**”是指本货物协议之初所提到的日期。

**"Parties"** means Seller and Buyer and may include their respective Affiliates, successors and assigns and **"Party"** means any one of the foregoing.

“**双方**”是指卖方和买方，并且可能包括各自的关联公司、继承方和受让方，“**一方**”是指上述双方的任意一方。

**"Purchase Order" or "PO"** means a specific written or electronic order form for Goods submitted by Buyer to Seller.

“**订购单**”是指买方向卖方提交的特定的书面或电子形式的货物订单。

**"Term"** has the meaning contained in Section 11.1.

“**期限**”的含义详见第 11.1 条。

- 1.2 In this Agreement for Goods, unless there is something inconsistent with the context, references to the singular include references to the plural and vice versa and a reference to any gender includes a reference to all other genders. A reference to person includes a reference to corporations and other forms of legal entity and vice versa. Section headings are for convenience only and shall not form a part of this Agreement for Goods nor affect its construction.

根据本货物协议，除非存在与上下文不一致的情况，否则提及单数就意味着提及复数，反之亦然；提及任何性别就意味着提供其他性别。提及人就意味着提及了公司及其他形式的法律实体，反之亦然。条目项下标题仅为方便起见，不构成本货物协议的一部分，也不影响本货物协议的解释。

## **2. General Framework** **总框架**

- 2.1 Any and all sales of Goods occurring after the Effective Date will be deemed to incorporate and include the terms and conditions of this Agreement and the relevant Purchase Order and Ancillary Agreement (unless otherwise specifically agreed by Buyer), notwithstanding any contrary terms proposed or asserted by the Seller in any other document, including a quotation or delivery documentation.

任何在生效日后发生的货物买卖，均将被视为已采纳并包含了本协议、相关订购单以及附属协议项下的条款与条件（买方另有约定的除外），即使卖方在其他文件（包括报价单或交付文件）中约定或主张相反的条款。

- 2.2 In the event, Buyer references an Addendum in its PO; such Addendum shall be incorporated by reference into this Agreement for Goods.

若买方在订购单中引用附录，该附录应当通过引用并入到本货物协议中。

- 2.3 After the Effective Date, unless Buyer agrees in writing to the contrary, Seller will only sell and supply Goods to Buyer and Buyer will only purchase and take Goods from Seller upon and subject to Purchase Orders issued by Buyer to Seller. Such Purchase Orders will be in written or electronic form and will identify the Goods in question, quantities, and any other information which Buyer chooses to stipulate (including items such as specifications, specific requests and requirements, and any such attachments as Buyer considers necessary or appropriate).

在生效日后，除非买方书面另行约定，卖方将只向买方出售和提供货物，且买方将仅按照其向卖方发出的订购单的要求向卖方购买和获取货物。此类订购单将采用书面或电子形式，

并将明确商品类型、数量以及买方选择规定的任何其他信息（包括规格、特定请求及要求以及买方认为必要或适当的任何附件）。

- 2.4 Upon acceptance by Seller of a Purchase Order the Goods comprised in that Purchase Order will be sold and supplied (and conclusively deemed to be sold and supplied) by Seller to Buyer under and subject to an Ancillary Agreement. Each and every Ancillary Agreement will comprise 卖方收到订购单后，订购单中要求的货物将由卖方根据附属协议的约定向买方销售并提供（并最终被认定为已销售及已提供）。各附属协议包括：
- (a) the terms and conditions of this Agreement for Goods (except to the extent varied or modified with the prior specific written agreement of Buyer);  
本货物协议的条款与条件（除非买方事先具体书面约定变更或修改的）；
  - (b) the terms and conditions of the relevant Purchase Order; and  
相关订购单的条款与条件；以及
  - (c) any other relevant and applicable terms and conditions as may be stipulated or specifically agreed by Buyer in writing.  
买方书面具体约定或要求的任何其他相关的、可适用的条款与条件。
- 2.5 No terms or conditions of Seller will have any legal effect or constitute a counter offer capable of acceptance by or on behalf of Buyer (unless specifically agreed in writing by Buyer). By the act of selling and supplying Goods, Seller shall be conclusively deemed to have accepted and bound by all of the terms and conditions of this Agreement for Goods.  
卖方的条款与条件不具有任何法律效力，也不能构成反要约由买方接受或以买方的名义接受（除非买方书面约定）。通过销售及提供货物的行为，卖方应当被认定为接受本货物协议项下的所有条款与条件并受其约束。
- 2.6 Unless specifically agreed by Buyer in writing to the contrary, Seller must accept any and all Purchase Orders in their entirety and will not be entitled to accept part of a Purchase Order only. Purchase Orders supersede any and all previous proposals and agreements between the Parties, with the exception of this Agreement for Goods, concerning the Goods being purchased under the applicable Purchase Order. In the event of a conflict between any prior document or agreement and this Agreement for Goods, this Agreement for Goods, as modified by its Ancillary Agreement(s) shall prevail.  
除非买方书面另有约定，卖方须接受全部订购单以及订购单的全部内容，卖方无权仅接受订购单的部分内容。除本货物协议之外，订购单取代买卖双方之前签署的所有相关订购单项下与货物采购相关的提案与协议。若之前的文件或协议规定与本货物采购协议规定不一致，适用经附属协议修改后的本货物协议的规定。
- 3. Sale and Supply of Goods**  
**销售及提供货物**
- 3.1 Time will be of the essence. Upon receipt of a Purchase Order Seller will sell and supply Goods itemized in that Purchase Order.  
时间因素至关重要。收到订购单后，卖方将销售并提供该订购单列明的货物。
- (a) within the time specified in that Purchase Order (if any);  
在该订购单指定的期限内（若有）；
  - (b) if no time is specified, then in a prompt and timely manner;  
若未指定期限，则应准时、及时；
  - (c) in quantities specified;  
按指定的数量；
  - (d) by such mode of delivery or shipment to such destination as may be specified in the Purchase

Order;

通过约定的交付或运输方式运往该订购单可能指定的目的地；

- (e) properly and securely finished and packed in accordance with the requirements of Section 3.5 and 3.6; and

根据第3.5条及第3.6条规定的要求安全稳妥地完成并包装；且

- (f) in strict compliance with all of the terms and conditions of the relevant Ancillary Agreement (unless previously agreed in writing by Buyer to the contrary).

严格遵守相关附属协议中的全部条款与条件（除买方事先书面另行约定）。

- 3.2 Buyer will have the right, upon simple written notice delivered to Seller, to cancel any Goods which are not delivered or received on time or otherwise not in compliance with Section 3.1 and to rescind until the date of delivery or modify any relevant Ancillary Agreement (in whole or in part). Buyer will not be required to make payment for any Goods supplied in excess of any quantity specified. 买方有权在向卖方发出简单的书面通知后，取消任何未及时送达或收到的，或违反第 3.1 条的规定的货物，并有权在交付日前撤销或对任何相关附属协议（全部或部分）进行修改。买方无需为超过指定数量范围的货物支付任何款项。
- 3.3 Seller may, upon not less than one (1) year's prior written notice delivered to Buyer, (i) terminate this Agreement for Goods and/ or (ii) refuse or decline any future Ancillary Agreement. 卖方有权，至少提前一（1）年书面通知买方，（i）解除本货物协议；和/或（ii）拒绝接受之后所有的附属协议。
- 3.4 Payment by Buyer will not constitute acceptance of Goods in question and Buyer may still conduct inspection, testing and verification of Goods and to reject Goods that do not comply with relevant requirements. 买方付款行为不构成对货物的接受，买方仍可对货物进行检验、测试和确认，并拒绝不符合相关要求的货物。
- 3.5 With each delivery or shipment of Goods, Seller will provide an itemized packing slip showing (i) description of Goods and quantities (ii) parts numbers (if applicable) (iii) identification and numbering of relevant Purchase Order (iv) Seller's full name and address and (v) any and all other documentation necessary or desirable to effect and complete timely delivery or shipment. 对于每次货物的交付或运输，卖方将提供一份分类包装单，列明（i）货物及数量；（ii）零件编号（若适用）；（iii）相关订购单的确认与编号；（iv）卖方的全称及地址，以及（v）其他任何对及时完成交付或运输而言必要或所需的文件。
- 3.6 Seller shall ensure Goods are properly and securely packed, marked and labelled prior to commencement of delivery or shipment in accordance with applicable industry standards and Buyer's and/or carrier's own requirements. At all times Seller shall ensure that Goods are delivered in a timely manner, without any loss or damage, in clean good order and condition, and at the lowest possible delivery or shipping cost. 卖方应保证，货物在正式交付及运输前，应根据现行行业标准、买方包装指南和/或承运人方的要求，对货物进行妥善安全地包装、标记和贴标签。在任何情况下，卖方应确保货物在没有任何损失或损坏的情况下，以整齐良好的秩序和状况，在尽可能低的交付或运输费用的方式及时交付。
- 3.7 Seller hereby agrees to promptly notify Buyer of any actual or anticipated event or occurrence that has (or may be reasonably expected to have) any material adverse effect on any Goods or on Seller's ability to sell and supply any Goods in accordance with the requirements of this Agreement for Goods and of any relevant Ancillary Agreement (including any labour difficulties, strikes, shortages in materials, plant closings, interruptions in activity and the like). At its own expense, Seller will take such actions as are necessary or desirable to ensure there is an uninterrupted sale

and supply of Goods and use its best endeavours to overcome (or at least to mitigate) the effects of any such event or occurrence.

卖方兹同意，将任何对货物或对卖方根据本货物协议及所有附属协议的要求销售和提供货物的能力产生（或在合理预期下将要产生）重大不利影响的情形或事件（包括任何有关劳动方面的问题、罢工、原材料短缺、工厂停业、生产活动中断等），无论是当前的或是预期将发生的，均立即通知买方。卖方应当自费采取必要或积极的措施，保证货物销售和供应持续不间断，并尽最大努力克服（或至少减轻）上述情形或事件所带来的不利影响。

- 3.8 At all times during the Term, Seller shall ensure it has and maintains adequate stocks on hand of Goods so as to be in a position to satisfy Buyer's requirements in a timely manner and without undue delay. Seller will ensure it has and maintains adequate stocks of spare and replacement parts for Goods throughout the Term.

在协议期限内，卖方应保证其随时具备以及保持充足的货物库存，以及时、无延迟地满足买方的要求。买方应保证其在期限内具备以及保持充足的货物零部件的库存。

- 3.9 Buyer is under no obligation (express or implied) to purchase from Seller any minimum volumes or quantities of Goods and Seller assumes all responsibility, financial or otherwise, for any raw materials purchased, work in process prepared or finished goods prepared.

买方没有义务（明示的或暗示的）从卖方购买任何最低体积或数量的货物，并且卖方应对所购买的任何原材料，制造的半成品、成品承担全部责任。

#### **4. Price and Payment** **价款及付款**

- 4.1 If Buyer stipulates a price it is willing to pay for any Goods in a Purchase Order, Seller will be deemed to have agreed to sell at such price, if it accepts the Purchase Order and/or delivers the Goods. No additional charges will be added without Buyer's prior, specific written approval.

若买方于订购单中约定其为购买任何货物所同意支付的价款，若卖方接受订购单且/或交付货物，则卖方将被视为接受上述价款；非经买方事先明确书面同意，卖方不得加收任何费用。

- 4.2 Seller assumes the risk of any changes in foreign exchange rates and any increases in raw materials costs. Payment by Buyer will be made in the currency (if any) stipulated in a relevant Purchase Order. If no such currency is stipulated Buyer may make payment in the currency of Buyer's location.

卖方承担任何外汇汇率变动以及原材料成本上升所带来的风险。买方将以相关订购单约定的货币形式（如有）支付价款。若未对货币形式进行约定，买方可以买方所在地的货币形式支付价款。

- 4.3 Seller shall submit invoices to Buyer upon delivery of Goods to the address set forth in the applicable Purchase Order. Buyer shall be obligated to pay only for Goods attributable to actual quantities delivered pursuant to a Purchase Order. Buyer shall pay any and all undisputed amounts due within the shorter of ninety (90) days or the maximum days allowed by applicable law from date of receipt of relevant invoice by Buyer. If Buyer disputes all or any portion of an invoice it shall be required to pay only the amount not in dispute, and in such event Buyer shall notify Seller of the amount and nature of the dispute. Payment by Buyer shall not result in a waiver of any of Buyer's rights under this Agreement for Goods.

卖方应在货物交付至相关订购单规定的目的地后，向买方提交发票。买方只应按订购单规定实际交付的货物数量支付价款。买方应在最短九十日（90）天内，或在法律允许的自买方收到相关发票之日起的最长时间内，支付所有未结款项。若买方对发票的全部或部分提出异议，则买方应当只支付不存在争议的部分，若出现此情形，买方应当通知卖方有关争议的金额和性质。买方付款的行为不应认定为买方放弃本货物协议项下的任何权利。

- 4.4 Seller agrees that any and all of its accounts with Buyer will be administered on net settlements basis. Buyer may set off and recoup debits and credits (including Buyer's attorney fees and costs of enforcement) against any of Seller's accounts regardless of the basis for any debits and credits and without any requirement to give Seller any notice before doing so, unless prohibited by applicable law. Seller agrees to any set off or recovery of any debits and credits and to this end, agrees to use all endeavours for the enforceability thereof, including, but not limited to, any necessary measures in relation to the banks or any other entities

卖方同意其与买方的所有账户将在净额结算的基础上进行管理。买方可以在卖方的任何账户中抵消和扣除借方和贷方（包括买方的律师费和执行费用），无需考虑借方和贷方基础，且在此之前无需通知卖方，除非该行为为相关法律所禁止。卖方同意抵消或恢复借方和贷方，并且同意尽最大努力推动上述抵消或恢复事宜的强制执行，包括但不限于，向银行或其他实体采取任何必要措施。

- 4.5 Prices include any and all taxes except any value-added tax or goods and services tax or any other sales and use taxes which Seller is required by law to collect from Buyer. Any and all such taxes will be separately stated in Seller's invoice and will be paid by Buyer to Seller unless Buyer provides evidence of an exemption to Seller. Seller shall be solely responsible for timely payment of any and all such taxes to the applicable governmental authority and shall provide Buyer with evidence of due and proper payment. Seller shall pay (without reimbursement by Buyer), any and all such taxes in a timely manner and hold Buyer harmless against, any penalties, surcharge and interest that may be levied or assessed as a result of the failure or delay of Seller to pay any such taxes.

价款中包含了所有的税费，但不包括任何根据法律规定应由卖方向买方收取的增值税、货物及服务税或其他任何销售及使用税费。所有上述税费应当在卖方的发票中分别列出，由买方向卖方支付，除非买方向卖方提供免税证明。卖方应独自承担及时向相关政府部门支付上述所有税费的义务，并向买方提供完税证明。卖方应按时支付（买方无需支付）上述所有税费，买方不应承担任何因卖方未能或延迟支付上述所有税费而产生的任何罚款、附加费用和利息。

## **5. Delivery and Shipment; Risk of Loss and Damage and Passing of Title** **交付及运输；灭失及毁损风险及所有权转移**

- 5.1 Risk of any loss or damage to Goods will remain with Seller until Goods have been delivered to and received by Buyer in accordance with Buyer's delivery instructions at the delivery location specified by Buyer. Unless otherwise specifically provided for by Buyer in a Purchase Order, the delivery terms for the Goods shall be DDP under the Incoterms 2012

货物的任何灭失或毁损的风险将归于卖方。货物根据买方的交付指令在买方指定的交货地点交付并由买方接收后，风险始归于买方。除买方在订购单中另有规定，货物的交付方式应为 2012 年国际贸易术语项下的 DDP。

- 5.2 Seller will ensure Goods are delivered to and received by Buyer on or before any delivery date Buyer may specify in the relevant Purchase Order.

卖方将确保在买方于相关订购单中指定的交付日当天或之前，向买方交付并由买方接收货物。

- 5.3 If Goods to be delivered are subject to any import/export laws Seller shall comply strictly with such laws and be responsible at its own expense for obtaining any requisite licenses or approvals. Seller agrees to comply with any and all applicable export control or sanction laws, including those of the location of any Buyer.

若交付的货物受进出口法律制约，则卖方应严格遵守上述法律，并有义务自费获取任何必需的证照或审批。卖方同意遵守所有可适用的有关出口管制或处罚方面的法律，包括买方所在地相关法律。

- 5.4 Credits and any other benefits resulting or arising from Buyer's purchase of any Goods (including any trade credits, export credits, refund of duties, taxes or fees) will be the entitlement of Buyer unless applicable laws mandate to the contrary.

因买方购买货物所产生的信贷及任何其他利益（包括任何贸易信贷、出口信贷、退税、税金或费用）均归于买方，除非相关法律另有规定。

- 5.5 Seller shall ensure Buyer receives full and sole title to and ownership of Goods free and clear of any and all encumbrances and security interests. Title and ownership to Goods will pass from Seller to Buyer on the date of completion of delivery to Buyer and Buyer's receipt of Goods.

卖方应确保买方获得货物全部和唯一的所有权，货物不应存在任何产权负担和担保权益。货物的所有权将在卖方完成交付以及买方收到货物之日由卖方转移到买方。

## 6. Software 软件

If Goods contains any software, Seller shall grant to Buyer a limited, non-exclusive and/or sublicense (hereinafter "License") to use the software needed to utilize the Goods (hereinafter "Software") and in connection with the sale of Goods.

若货物包含任何软件，卖方应就货物使用所必须的软件（下称“软件”）以及与货物销售相关的软件向买方授予特定的、非独占使用许可和/或再许可（下称“许可”）。

- (a) **License Fee.** Any charge for the License is included in the purchase price stipulated in the Purchase Order;

**许可费用。**任何许可费用均包含于订购单规定的购买价格中；

- (b) **Updates.** During the agreed period, Seller shall provide to Buyer, without additional charge, any and all routine Software changes and updates intended to provide general improvements to the performance of the Goods that are announced by Seller or that are required to comply with applicable laws and regulations;

**更新。**在约定期间，卖方应当向买方免费提供任何常规软件改动及更新，以对卖方宣传的或根据相关法律法规规定的货物性能提供普遍的提升。

- (c) **Term.** This License shall commence upon delivery of the Goods to the Buyer and shall continue for as long as Buyer retains full legal right and title to utilize the Goods;

**期限。**本许可应自货物交付至买方时开始，并且应当在买方对货物的使用享有完全法律权利的期间一直有效。

- (d) **Security Patches.** Seller and Buyer agree on the importance of installing up to date third party security patches to help maintain network and computer workstation security. Seller and Buyer will work cooperatively to ensure that all necessary third party operating system security patches are installed and tested as quickly as possible. Buyer may install any/all third party security patches as they deem necessary. In the event that installation of a particular patch causes a subsequent defect or error in the operation of Seller supplied software, Buyer must contact Seller and Seller will then apply best efforts to install and test patch(es) and correct any defects or errors to Seller's software. Seller will then update Buyer software to allow Buyer to reinstall patch. Any such installation of security patches shall not void any warranty.

**安全补丁。**买卖双方认可安装最新的第三方安全补丁的重要性，以帮助维护网络和计算机工作站的安全性。买卖双方将协同工作，以确保尽可能快地安装和测试所有必需的第三方操作系统安全补丁。买方可以根据需要安装任何/所有第三方安全补丁。如果特定补丁的安装导致卖方提供的软件在后续运行中出现缺陷或错误，则买

方必须联系卖方，卖方将尽最大努力安装和测试补丁并纠正卖方的软件中存在的任何缺陷或错误。卖方随后将更新买方软件，使买方可以重新安装补丁。任何此类安全补丁的安装不应使任何保修期失效。

**7. Quality**  
**质量**

- 7.1 Seller must meet and comply with any and all requirements of Buyer concerning the quality of Goods. Seller will ensure its relevant sub-contractors and third party suppliers (if any) are properly advised of such requirements and meet and comply therewith. Buyer may revise and update its quality requirements and procedures at any time and from time to time during the Term and will advise Seller accordingly.

卖方必须符合并遵守买方关于货物质量的任何要求。卖方将确保其相关的分包商和第三方供应商（若有）被恰当地告知了上述要求，且符合并遵守上述要求。买方可在协议期间随时、不定期修改和更新质量要求和程序，并向卖方告知。

- 7.2 Seller will ensure Goods sold and supplied will comply with any and all applicable legal requirements, product standards and codes of good manufacturing practice.

卖方将确保销售和提供的货物符合所有相关的法律要求、产品标准以及良好的生产实践规范。

- 7.3 Seller shall not make any changes or modification to any specifications or designs for Goods without the prior written consent of Buyer.

非经买方事先书面同意，卖方不得对货物的规格和设计做任何变动和修改。

- 7.4 At any time and from time to time during the Term Buyer may enter Seller's facility to inspect, test and audit such facility and supplies, materials, procedures and any other relevant items relating to Goods. Seller shall obtain this same right for Buyer from all of Seller's suppliers that provide any goods or services that are a part of the Goods.

在协议期间，买方有权随时且不定期前往卖方设施进行视察、测试以及审核上述设施、供给、材料、程序以及其他任何与货物相关的项目。卖方应从所有提供作为货物一部分的商品或服务的卖方供应商之处获得对待买方的相同权利。

- 7.5 Seller shall not release any Goods for delivery or shipment to Buyer that do not comply with any of the foregoing requirements of this Section 7.

卖方不得向买方交付或运输任何不符合上述第 7 条要求的货物。

**8. Representations and Warranties**  
**陈述与保证**

- 8.1 Seller represents and warrants to Buyer that  
卖方向买方承诺与保证

(a) Seller shall perform all of its obligations under this Agreement for Goods in full compliance with any and all applicable laws, including the laws of the location where the Goods are manufactured and Buyer's location, and Seller's Code of Conduct, including Autoliv Standard of Business Conduct and Ethics for Suppliers, available at <https://www.autoliv.com/suppliercodeofconduct> (which Seller shall automatically be bound by selling Goods under this Agreement and which Seller must acknowledge in writing at the request of Buyer). Throughout the Term, Seller will have and hold any and all licenses, permits and similar authorizations required by any applicable governmental authority for Seller to perform its obligations under this Agreement for Goods, including those related to its facilities and manufacturing practices.



卖方应遵守所有相关法律的规定（包括货物生产地以及买方所在地法律）以及卖方行为准则，包括奥托立夫供应商商业行为准则和道德规范，详见：

<https://www.autoliv.com/suppliercodeofconduct>（卖方应当自动

受本协议货物销售条款的约束，且经买方请求，卖方须书面认可），履行本货物协议项下的义务。协议有效期内，卖方应获得并持有相关政府机构要求的所有证照、许可证及相关授权，包括与设施以及生产经营相关的证照、许可证及相关授

- (b) All Goods sold and delivered or shipped to Buyer under this Agreement for Goods: (i) shall be not be defective and shall be free of any and all defects in materials, workmanship, design and instructions for use and suitable for the purpose and use for which they are intended; (ii) shall not be adulterated or misbranded; (iii) shall not infringe any Intellectual Property right of any third party; and are new and do not contain any used, second hand, or reconditioned parts or components.
- 卖方销售和提供的，并且根据本货物协议规定向买方交付或运输的全部货物：（i）不得存在缺陷，不得在材料、工艺、设计以及使用说明方面存在缺陷，且应当符合买卖双方约定的用途；（ii）不得掺假或贴假商标；（iii）不得侵犯任何第三方的知识产权，并且应当是全新的，不包含任何使用过的、二手的或返修的零部件或元件。
- (c) Seller has and maintains appropriate technical and organizational measures and other protections for personal data in compliance with any and all applicable laws.
- 卖方应根据所有相关法律的规定，对个人数据采取适当的技术性和组织性的措施及其他保护措施。
- (d) Unless waived in writing by Buyer, Seller shall maintain ISO 14000 and ISO 9000 certification, or their equivalents.
- 除非买方书面放弃，卖方应当维持ISO 14000以及ISO 9000质量认证或其他同等认证。
- (e) The warranty provided to Buyer by Seller with respect to the Goods shall be twenty-four (24) months commencing from the delivery of the Goods.
- 卖方向买方提供的关于货物的保修期应为二十四（24）个月，自货物交付之日起算。

- 8.2 Seller shall free of charge at the option of Buyer and to Buyer's reasonable satisfaction repair or replace any defective or infringing Goods and any Goods which otherwise fail to comply with any of the requirements of this Agreement for Goods or any relevant Ancillary Agreement. This remedy shall be in addition to any and all other remedies buyer may have under applicable law.
- 经买方选择并根据买方合理要求，卖方有义务修理或更换任何存在缺陷或侵权的货物，以及任何不符合本货物协议及所有相关附属协议项下约定的要求的货物，且不应不收取任何费用。

- 8.3 Any express product warranty or guarantee Seller may provide in respect to any Goods shall be read and construed as being subject to the foregoing provisions of this Section 8. Any such express warranty or guarantee may enhance, but not diminish or limit, the foregoing provisions of this Section.

任何由卖方明示提供的、关于货物的产品保修期或保证，应被解释为符合本第 8 条的上述规定。任何此类明示保修期或保证可能会增强但不应减少或限制本条上述条款。

## 9. Indemnification and Damages 补偿与损害赔偿

- 9.1 Seller shall indemnify, defend and hold Buyer and its Affiliates and their respective officers, directors, employees and agents (each a "Buyer Indemnified Party") harmless from and against any and all claims, liabilities, lawsuits, threats of lawsuits or any governmental action, and losses and damage suffered, incurred or sustained (collectively "Losses") by any Buyer Indemnified Party to the extent arising out of or resulting from: (i) Seller's or any Seller's Affiliate's breach of this

Agreement for Goods or any Ancillary Agreement (ii) any actual or alleged injury to or death of any person occurring on the premises of Seller or any Seller Affiliate (iii) Seller's or any of Seller's Affiliate's sale and supply of any defective or non-conforming Goods; (iv) any negligent or reckless act or omission or misconduct on the part of Seller or any Seller's Affiliate or any of their subcontractors or agents or its or their respective employees or agents; (v) any claims made by employees or representatives of Seller or of any Seller's Affiliate or their respective subcontractors or agents and (vi) any claims that any Intellectual Property used by Seller or any Affiliate of Seller in the performance of this Agreement for Goods or any Ancillary Agreement (except any Intellectual Property provided to Seller by Buyer) infringes any Intellectual Property right of any third party; (vii) responsible to compensate the Buyer for any damages paid to a third party by the Buyer as a result of Seller's delay in shipment or delivery; and (viii) any and all performance of this Agreement for Goods and any Ancillary Agreement by the Seller and/or its personnel by redressing such Losses.

卖方应补偿、保护并且使买方及其关联公司及其各自的高管，董事，雇员及代理人（每方均为“买方补偿方”）不受任何索赔、责任、诉讼、诉讼威胁或任何政府行为的影响，以及任何买方补偿方在以下情形中所遭受、产生或持续造成的损失和损害（统称为“损失”）：（i）卖方或任何卖方的关联公司违反本货物协议及任何附属协议；（ii）任何在卖方或卖方关联公司的场所发生的对任何人所造成的实际或宣告的伤害或死亡；（iii）卖方或任何卖方的关联公司销售和供应任何有缺陷或不合格的货物；（iv）卖方或任何卖方关联公司，或任何其分包商或代理人，或其各自的雇员或代理人的过失或鲁莽行为，或疏忽或不当行为；（v）由卖方或任何卖方关联公司，或其各自的分包商或代理人的雇员或代表提出的任何索赔；（vi）卖方或任何卖方关联公司在履行本货物协议及任何附属协议的过程中使用的知识产权（任何由买方向卖方提供的知识产权除外）侵犯任何第三方知识产权所产生的索赔；（vii）赔偿买方因卖方迟延运输或交付而由买方向第三方支付损害赔偿；且（viii）卖方和/或卖方人员所有履行本货物协议及任何附属协议行为，并弥补上述损失。

- 9.2 In addition to the remedies provided for in Section 9.1, Seller agrees that in the event of a breach of the Agreement for Goods or any Ancillary Agreement by the Seller, as reasonably determined by the Buyer, the Seller shall pay to the Buyer immediately following such determination and a written demand therefor, a cash payment in an amount not to exceed all payments made by the Buyer to Seller during the twelve (12) months immediately preceding the breach as penalties for breach of this Agreement. The Seller acknowledges and agrees that the payment required by this Section is a reasonable forecast of the damages likely to result from such breach.

除第 9.1 条规定的救济外，卖方同意，若卖方违反本货物协议或任何附属协议约定，经买方合理认定，卖方应根据认定结果以及买方书面要求立即向买方支付一笔现金，作为违反本协议的罚金，但该笔现金总额不得超过买方在卖方违约行为发生之前十二（12）个月内向卖方支付的全部款项。卖方理解并同意，本条项下规定的款项是为对违约行为可能造成的损害赔偿的合理预测。

- 9.3 The provisions of this Section 9 will survive termination or expiration of the Agreement for Goods. 本第 9 条规定在货物协议终止或期限届满后仍然有效。

## 10. Insurance 保险

Throughout the Term, Seller will have and maintain such types of insurance sufficient to cover its liabilities arising out of or related to the Goods supplied by the Seller or Seller's performance under this Agreement and in compliance with applicable laws. In any event Seller will have such insurances against such risks as the Buyer may request and require in writing at any time and from time to time during the Term. Buyer's failure to require or demand any evidence of insurance does

not constitute a waiver of any requirement for Seller to obtain insurance, nor does it limit Seller's other obligations. Insurances must be with reputable insurance companies acceptable to the Buyer. 在协议期限内，卖方应购买并续期保险，使之足以支付因卖方提供货物或因卖方履行本协议项下义务、遵守相关法律规定而产生的或与之相关的责任。无论如何，在协议期限内，经买方随时、不定时书面请求或要求，卖方应当为上述风险投保。买方未要求或需求提供保险并不构成对要求卖方获得保险的放弃，也不会减轻卖方的其他义务。保险必须在买方可接受的且信誉良好的保险公司进行投保。

## **11. Term 期限**

- 11.1 This Agreement for Goods shall come into effect on and from the Effective Date and thereafter will continue in full force and effect for an indefinite period of time unless and until terminated under one or more of the ensuing provisions of this Section 11. The period of time during which this Agreement for Goods is in full force and effect is its Term.

本货物协议自生效之日起生效，并将持续有效，直至根据本第 11 条后续一项或多项条款的规定终止协议。本货物协议全面有效的期间为其期限。

- 11.2 Buyer may terminate this Agreement for Goods and/or any relevant Ancillary Agreement at any time by giving to the Seller not less than thirty (30) days prior written notice of termination. Seller and Seller's Affiliates acknowledge that the written notice period set forth herein is compatible with the potential costs and investments considered for execution of this Agreement for Goods and any Ancillary Agreement.

买方有权在不少于三十（30）日前书面通知卖方，终止本货物协议及任何附属协议。卖方和卖方的附属公司承认，本款规定的书面通知期限与为履行本货物协议及任何附属协议所投入的潜在成本和投资相一致。

- 11.3 In case Seller's business encounters material deterioration, or it moves away from its property, or it loses commercial credibility, or any other circumstances occur that cause it to be unable to perform its obligations under the Agreement for Goods, or violates Autoliv Standard of Business Conduct and Ethics for Suppliers, Buyer may immediately terminate the Agreement for Goods.

若卖方的经营状况遭受重大恶化，或卖方转移财产、丧失商业信用，或发生其他情形导致卖方不能履行本货物协议项下的义务，或违反奥托立夫方供应商商业行为准则和道德标准，买方有权立即终止本货物协议。

- 11.4 The termination or expiration of this Agreement for Goods and any Ancillary Agreement shall not affect the survival and continuing validity of Section 8 (Representations and Warranties), Section 9 (Indemnification and Damages) Section 10 (Insurance), Section 12 (Confidentiality, Trade Secrets and Know-How), Section 13 (Notices) and Section 14 (Miscellaneous), or of any other provision which is expressly or by implication intended to continue in force after such termination or expiration.

本货物协议及任何附属协议终止或期限的届满，均不影响第 8 条（陈述与保证）、第 9 条（补偿与损害赔偿）、第 10 条（保险）、第 12 条（保密、商业秘密及专有技术）、第 13 条（通知）以及第 14 条（其他）的存续和持续有效，或其他明示或暗示在上述终止或期限届满后继续有效的条款。

## **12. Confidentiality, Trade Secrets and Know-How 保密、商业秘密及专有技术**

Seller will at no time directly or indirectly reproduce, disclose, advertise, publish or otherwise make known (a) the fact that Seller and Buyer have entered into this Agreement, or that Seller has contracted or has furnished Goods to Buyer, or (b) any information, specification, design, idea,

concept, plan, copy, formula, drawing, process, procedure, performance, characteristics or other confidential information which has been or will be disclosed to Seller in connection with the Goods or their evaluation, study, design, production, testing, installation or performance, or received in performing this Agreement (collectively, the "Information"). Seller will not use any of Buyer's Information which is disclosed to or in possession or control of Seller except in performing this Agreement, unless in compliance with written instructions of Buyer. Upon Buyer's request, Seller shall execute a separate confidentiality/ non-disclosure or development agreement, which shall be incorporated into this Agreement by this reference.

卖方在任何情况下均不得直接或间接复制、披露、宣传、出版或以其他方式将以下信息公之于众 (a) 卖方和买方已订立本协议或卖方已经向买方签订协议或提供货物的事实, 或 (b) 任何信息、规格、设计、想法、概念、计划、副本、公式、绘图、过程、程序、性能、特征或其他机密信息等已经或将要向卖方披露的, 与货物或其评估、研究、设计、生产、测试、安装或运行相关的, 或在履行本协议时获得的信息 (统称为 "信息")。除非履行本协议需要并遵守买方的书面指示, 否则卖方不得使用任何买方披露的或卖方掌握或控制的属于买方的信息。经买方要求, 卖方应当签署一份单独的保密/不披露或不开发协议, 并将其纳入本协议之中。

### 13. Notices 通知

Any notice required to be given under this Agreement for Goods or any Ancillary Agreement shall be in writing and shall be deemed to have been sufficiently given.

根据本货物协议及任何附属协议规定应发出的任何通知应采用书面形式, 并应被视为已经按要求发出:

- (a) when delivered in person;  
亲自递交;
- (b) on the seventh (7th) business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or  
在第7个工作日通过已登记或认证的、预付邮资的、要求回执的信件寄出的; 或
- (c) on the next business day after sending by overnight courier service; or to the address specified on the Purchase Order for the Buyer and on the invoice for the Seller.  
在下一个工作日通过次日快递送达服务寄出的; 或向买方订购单指定的地址寄出的, 并且发票注明卖方的。

### 14. Miscellaneous 其他

- 14.1 Seller shall not issue any press release or other publicity materials, or make any presentation with respect to the existence of this Agreement for Goods or any Ancillary Agreement or any of the terms and conditions thereof without the prior written consent of Buyer in each instance. Seller shall not publicize or use any name, trademarks or logos of Buyer nor identify Buyer as a customer of Seller without Buyer's prior written consent in each instance.

非经买方事先个案书面同意, 否则卖方不得发布任何新闻稿或其他宣传资料, 或者就本货物协议或任何附属协议或任何上述协议中的条款与条件的存在做出任何陈述。非经买方事先个案书面同意, 否则卖方不得公布或使用任何买方的名称、商标、品牌或标志, 也不得将买方视为卖方的消费者。

- 14.2 The validity, interpretation and performance of this Agreement for Goods or any Ancillary Agreement shall be governed by and construed in accordance with the laws of the location where the Buyer is located as stated by the express provision of the Addendum, without regard to the principles of conflicts of law.

本货物协议或任何附属协议的生效、解释和履行事宜应由附录明示的买方所在地的法律管辖并按照买方所在地法律进行解释，且不适用法律冲突原则。

- 14.3 The Parties agree that any application of the United Nations Convention On Contracts For The International Sale of Goods is specifically excluded and shall not apply to this Agreement for Goods nor to any Ancillary Agreement.  
双方同意，排除适用《联合国国际货物销售合同公约》，并不适用于本货物协议或任何附属协议。
- 14.4 Seller shall not assign any of its rights or delegate or subcontract any of its duties and obligations under this Agreement for Goods or any Ancillary Agreement without the prior written consent of Buyer, which may be withheld at Buyer's discretion. Any such attempted assignment of rights or delegation or subcontracting of duties without the prior written consent of Buyer shall be void and ineffective. Any such assignment, delegation or subcontracting consented to by Buyer shall not relieve Seller of its responsibilities and liabilities hereunder and Seller shall remain liable to Buyer for the conduct and performance of each permitted assignee, delegate and subcontractor hereunder. Buyer may assign its rights and obligations under this Agreement for Goods and any Ancillary Agreement to an Affiliate by written notice to Seller to this effect. This Agreement for Goods shall apply to and inure for the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.  
卖方不得转让其享有的任何权利，或将其在本货物协议及任何附属协议中的任何责任和义务进行委托和分包，除非经买方事先书面同意，买方可自行表示拒绝。未经买方事先书面同意，任何上述企图转让权利或转让或分包责任的行为均无效。经买方同意的转让、委托或分包行为，不得免除卖方在本协议项下的责任和义务，并且卖方应就受让人、代表人以及分包商的行为及履行情况向买方承担责任。买方可将其在本货物协议及任何附属协议项下的权利义务转让给关联公司，转让行为自书面通知卖方后生效。本货物协议应为维护本协议双方及其各自的继承者和许可受让人的利益，并对各方具有约束力。
- 14.5 If and solely to the extent that any court or tribunal of competent jurisdiction holds any provision of this Agreement for Goods or any Ancillary Agreement to be unenforceable in a final non-appealable order, such unenforceable provision shall be struck out and the remainder of this Agreement for Goods or any Ancillary Agreement shall not be affected thereby. In such event, the Parties shall in good faith attempt to replace any unenforceable provision of this Agreement for Goods or any Ancillary Agreement with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.  
当且仅当任何有管辖权的法院或仲裁庭在最终不可上诉的命令中认定本货物协议或任何附属协议的某条款不可强制执行的情况下，上述不可强制执行的条款应当被删除，本货物协议或任何附属协议的剩余部分不受此影响。在这种情况下，双方应本着诚实信用原则尝试将本货物协议或任何附属协议中不可执行的条款替换为可执行的、并且可以在最大限度内表达原始条款意图的条款。
- 14.6 A waiver by any Party of any term or condition of this Agreement for Goods or any Ancillary Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies specified in this Agreement for Goods and any Ancillary Agreement shall be cumulative and in addition to any other remedies provided at law or in equity.  
任何一方在任何情况下，对本货物协议或任何附属协议的任何条款或条件的放弃，不得被视为或解释为对未来上述条款或条件的放弃，或对任何后续违约条款或条件的放弃。本货物协议及任何附属协议项下规定的所有救济措施应是累积性的，独立于法律或衡平法所规定的任何其他救济措施的。

- 14.7 This Agreement for Goods or any Ancillary Agreement, together with any attachments and amendments, constitutes the entire agreement of the Parties with respect to its subject matter and merges and supersedes all prior discussions and writings with respect thereto. The Buyer may modify or alter this Agreement for Goods or any Ancillary Agreement, which shall be binding upon the Parties.  
本货物协议或任何附属协议，连同任何附件及修正案，构成双方关于标的的全部协议，并且合并、取代所有先前关于标的事宜讨论和书面文件。买方可以修改或变更本货物协议或任何附属协议，并对双方具有约束力。
- 14.8 The Parties agree that this Agreement for Goods or any Ancillary Agreement, together with any attachments and amendments is a non-exclusive agreement and Buyer and its Affiliates have a right to procure Goods from other third parties.  
双方同意本货物协议或任何附属协议，连同任何附件及变更为非排他性协议，买方及其关联公司有权自其它第三方处采购货物。
- 14.9 This Agreement for Goods has been prepared and signed in the English language and the English language version of this Agreement for Goods will prevail over any version in any other language.  
本货物协议以英文制作并签署，且本货物协议的英文版本较任何其他语言版本优先适用。
- 14.10 This Agreement for Goods or any Ancillary Agreement, if signed, may be signed in any number of counterparts each of which will constitute an original and be of equal force and validity.  
本货物协议或任何附属协议，若经签署，可以签署任何数量的副本，每一副本均将构成原件，并具有同等的效力和有效性。

## **15. Dispute Resolution** **争议解决**

- 15.1 In the event any dispute, claim or controversy arising under or relating to this Agreement for Goods or any Ancillary Agreement, including any dispute concerning the existence or enforceability hereof ("Dispute"), the Parties shall attempt in the first instance to resolve such dispute through friendly and good faith consultations.  
由本货物协议及任何附属协议项下产生的，或与上述协议相关的任何纠纷、索赔或争议，包括任何与上述协议存在或可执行性（“争议”）相关的争议，双方应首先通过友好诚信协商的方式解决。
- 15.2 If the Dispute has not been resolved through friendly and good faith consultations within thirty (30) days after a Party has served written notice on the other Party requesting such consultation (or within such further period as the Parties may agree in writing), then the dispute shall be resolved by competent courts in the location of the Buyer.  
若该纠纷未能在一方向另一方提出要求开展上述协商的书面通知后三十（30）天内（或在双方书面约定的更长期限内）通过友好诚信协商的方式解决，则该争议应当由买方所在地的管辖法院解决。

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