

## AUTOLIV GLOBAL INDIRECT PURCHASE TERMS AND CONDITIONS FOR SERVICES

### 奥托立夫全球间接服务采购条款与条件

#### THE PARTIES

##### 买卖双方

The Buyer shall be an **AUTOLIV** entity, its Affiliates or its group companies that issues an Ancillary Agreement (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，向卖方签发附属协议（定义见下文）（“买方”）

#### AND

##### 且

The Seller is a Party which agrees and fulfils to the Buyer's Ancillary Agreement. ("**Seller**")

卖方作为协议一方，承诺并履行买方的附属协议。（“卖方”）

#### NOW IT IS AGREED AS FOLLOWS

##### 双方约定如下

#### 1. Definitions

##### 定义

- 1.1 In this Agreement for Services the following terms and expressions shall have the following meanings. 根据本服务协议，下列名词和术语含义如下：

"**Addendum**" means the Addendum referenced by Buyer in an Ancillary Agreement.

“附录”是指买方在附属协议中引用的附录。

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

“服务协议”是指自生效日起生效的本全球间接服务采购条款与条件。

"**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 Services, placed by the 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，与服务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。

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

“生效日”是指本服务协议之初所提到的日期。

"**Intellectual Property**" means to include references to patent, trademark, trade name, service mark, copyright, know-how, trade secret, and packaging and decoration puritan to well-known commodities.

“**知识产权**”是指专利、商标、商号、服务标识、著作权、专有技术、商业秘密以及知名商品的包装和装饰。

**"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"** means a specific written or electronic order form for Services 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服务订单。

**"Services"** means services stipulated by Buyer in an Ancillary Agreement and may include consulting services such as engineering, research and development consultancy, finance, quality assurances, inspections, human resources recruiting and training, facility management, security provider, IT, recruitment agency, manpower provider, maintenance services, catering & canteen.

“**服务**”是指买方在附属协议中约定的服务，可能包括咨询服务，例如工程学、研发咨询、财务、质量保证、检测、人力资源招聘与培训、设施管理、安保提供、信息技术、招聘代理、人力资源供给、维修服务餐饮和餐厅。

**"Term"** has the meaning contained in Section 8.1.

“**期限**”的含义详见第 8.1 条。

- 1.2 In this Agreement for Services, 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 Services nor affect its construction.

根据本服务协议，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，不构成本服务协议的一部分，也不影响本服务协议的解释。

## **2. General Framework** **总框架**

- 2.1 Any and all provisions of Services occurring after the Effective Date will be deemed to incorporate and include the terms and conditions of this Agreement for Services and any 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服务提供，均将被视为已采纳并包含了本服务协议及任何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 Ancillary Agreement, such Addendum shall be incorporated by reference into this Agreement for Services.

若买方在附属协议中引用附录，该附录应当通过引用并入到本服务协议中。

- 2.3 The Ancillary Agreements will be in written or electronic form and will identify the Services in question, quantities, and any other information which Buyer chooses to stipulate (including items such as specific requests and requirements, and any such attachments as Buyer considers necessary or appropriate).

附属协议将采用书面或电子形式，确认相关服务、数量以及买方约定的其他信息（包括特定请求及要求以及买方认为有必要或适当的任何附件）。

- 2.4 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 providing the Services, Seller shall be conclusively deemed to have accepted and bound by all of the terms and conditions of this Agreement for Services.

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）。通过提供服务的行为，卖方应当被认定为接受本服务协议项下的所有条款与条件并受其约束。

- 2.5 Unless specifically agreed by Buyer in writing to the contrary, Seller must accept any and all Ancillary Agreements in their entirety and will not be entitled to accept part of an Ancillary Agreement only. Ancillary Agreements supersede any and all previous proposals and agreements between the Parties, with the exception of this Agreement for Services, concerning the Services being purchased under the applicable Ancillary Agreement. In the event of a conflict between any prior document or agreement and this Agreement for Services, this Agreement for Services as modified by its Ancillary Agreement(s) shall prevail.

除非买方书面另有约定，卖方须接受全部附属协议以及附属协议的全部内容，卖方无权仅接受附属协议的部分内容。除本服务协议之外，附属协议取代买卖双方之前签署的所有与附属协议项下服务采购相关的提案与协议。若之前的文件或协议规定与本服务采购协议规定不一致，适用经附属协议修改后的本服务协议的规定。

- 2.6 At any time prior to the date of supply of Services by Seller, Buyer may cancel or modify any applicable Ancillary Agreement by written notice to Seller to this effect.

买方有权在卖方提供服务之日前任意时间书面通知卖方解除或修改相应的附属协议。

- 2.7 Seller may, upon not less than one (1) year's prior written notice delivered to Buyer, (i) terminate this Agreement for Services 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）解除本服务协议；和/或（ii）拒绝接受之后所有的附属协议。

### 3. Supply of Services 服务提供

- 3.1. Seller shall:  
卖方应当：

- a) perform the Services and all other duties and responsibilities in full compliance with this Agreement for Services and any Ancillary Agreement, with any and all applicable laws, including the laws of the location where the Services are provided and Buyer's location, and Seller's Code of Conduct, including the Autoliv Standard of Business Conduct and Ethics for Suppliers available at, <https://www.autoliv.com/suppliercodeofconduct> (which Seller shall automatically be bound by supplying Services 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 Services, including those related to its facilities and manufacturing practices;  
根据本服务协议及所有附属协议的规定、所有相关法律的规定，包括服务提供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服务提供条款的约束，且经买方请求，卖方须书面认可），履行服务及其他义

务与责任。协议有效期间，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、许可证及相关授权，用于履行本服务协议项下的义务。

- b) be responsible to take any and all steps to comply with all undertakings and commitments, according to this Agreement for Services;  
根据本服务协议的约定，采取所有措施遵守所有义务与承诺；
- c) ensure that the Services will meet the specifications, performance requirements and deliverables set out in this Agreement for Services and any Ancillary Agreement, and for any purpose expressly or implicitly made known to Seller by the Buyer;  
保证服务符合本服务协议及所有附属协议规定的规格、运行要求和交付物要求，以及符合买方以明示或暗示方式向卖方告知的任何用途；
- d) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Seller's industry, profession or trade;  
根据卖方所处行业、专业或贸易的最高水平，在履行服务时尽最高程度的注意、技术以及勤勉义务；
- e) obtain and renew all licences, permissions, authorisations, consents and permits necessary for the performance of its obligations under this Agreement for Services and any Ancillary Agreement at all times;  
始终获取及更新所有对履行本服务采购协议及所有附属协议项下义务所必需的证照、权限、授权、同意以及许可；
- f) co-operate with Buyer in all matters relating to the Services, comply with all directions, orders and instructions, which the Buyer may from time to time give to the Seller in connection with Seller's obligations under this Agreement for Services and any Ancillary Agreement;  
与买方在服务相关事宜方面相互合作，遵守买方不定时向卖方发出的，与卖方在本服务协议及所有附属协议项下义务相关的指令、命令及指示；
- g) If Services are provided on-site i.e. at Buyer's location, Seller shall comply with all of Buyer's policies and procedures relating to working at Buyer's location; and  
若现场提供服务，即在买方所在地提供服务，则卖方应当遵守买方所有与在买方所在地工作的相关的政策以及程序。

3.2. Buyer shall have the authority to amend details of the Services, in accordance with this Agreement for Services and any Ancillary Agreement. Such changes shall be effected by way of written order and shall be binding on the Parties, and Seller shall comply with such changes strictly and promptly.  
买方有权根据本服务协议及所有附属协议的规定修订服务的详细信息。上述变更应当以书面命令的形式做出并生效，并且对各方均有约束力，卖方应当严格、及时遵守上述变更。

3.3. Seller shall fully provide the Services, as described in this Agreement for Services and any Ancillary Agreement; as amended by any assumptions and qualifications in the accepted proposal, except to the extent specifically indicated in this Agreement for Services and any Ancillary Agreement to be the responsibility of others.  
卖方应当根据本服务协议及所有附属协议的规定，以及根据已接受的提案中的假设与条件的修正全面提供服务，除非本服务协议及所有附属协议中特指由其他方负责提供。

3.4. 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 Services or on Seller's ability to provide the Services in accordance with the requirements of this Agreement for Services and any Ancillary Agreement (including any labour difficulties - expiration of labour contracts, 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 supply of Services to Buyer and shall ensure to overcome (or at least to mitigate) the effects of any such event or occurrence.

卖方兹同意，将任何对服务或对卖方根据本服务协议及所有附属协议的要求提供服务的能力产生（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-劳动合同期限届满、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，保证向买方的服务供应持续不间断，并且保证克服（或至少减轻）上述情形或事件所带来的不利影响。

- 3.5. During the term, while performing any Services for the Buyer pursuant to this Agreement for Services or Ancillary Agreement, Seller shall be under a continuing duty to cooperate with Buyer to ensure the accuracy and safety of the Services provided, which will include but not be limited to Seller responding with full, complete and accurate information to any request by the Buyer. Seller has a duty to satisfy the requirements stated in this Agreement for Services, Ancillary Agreement and other policies set out by the Buyer at any point in time.

在协议期间，当卖方根据本服务协议或附属协议的规定向买方履行服务时，卖方负有同买方持续合作的义务，以保证提供的服务的准确性和安全性，该义务包括但不限于，根据买方的请求向买方回复完整、全面并且准确的信息。卖方有义务满足本服务采购协议、附属协议以及其他由卖方在任何时间所制定的政策所提出的要求。

- 3.6. Seller is required to ensure that its employees and other third parties it uses comply with Buyer's Visitor Guidelines and Buyer's Site Rules. Serious breaches of the same shall entitle the Buyer to ban individuals engaged by Seller from the Buyer's location. The temporary assignment of employees of one Party to the facilities operated by the other Party will not affect the status or change the employment relationship of the assigned employees.

卖方有义务保证其职员以及其他使用的其他第三方均遵守买方的访客指南以及场地规则。若严重违反上述指南、规则，则买方有权禁止卖方雇用的个人进入买方场地。一方职员被临时分配到另一方经营的设施中并不会影响分配职员的身份或改变分配职员的劳动关系。

- 3.7. Buyer shall have the right to immediately change any personnel, or to return such personnel whom the Seller has procured to render the Services if it is found that such personnel's conducts are unacceptable or they lack the required ability to render such Services. In such a case, the Seller shall immediately replace such personnel with other persons.

若卖方雇用的提供服务的人员的行为在买方看来难以接受，或该人员缺乏提供该服务所必备的能力，则买方有权立即更换或返还该人员。在这种情况下，卖方应当立即将该人员进行更换。

- 3.8. Throughout the Term hereof, the Buyer may appoint its designated person to observe and examine the Services of the Seller. In this respect, a designated person shall have full right to gain access to the Services' procedures of the Seller and shall, on behalf of the Buyer, have full power and authority to do any acts and things in relation to this Agreement for Services and any Ancillary Agreement.

本协议期间，买方有权指定代理人，观测和检查卖方提供的服务。在这一条件下，指定代理人享有完全权利，可获取卖方服务程序，并且指定代理人应当代表买方，享有完全权力和权威，采取任何与本服务协议及所有附属协议相关的行动和事项。

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

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

若买方于附属协议中约定其为购买任何服务所同意支付的价款，若卖方接受附属协议且/或提供服务，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. Payment by Buyer will be made in the currency (if any) stipulated in an Ancillary Agreement. If no such currency is stipulated, the Buyer may make payment in the currency of Buyer's location.  
 买方应当按照附属协议约定的货币形式（若有）支付价款。若未约定货币形式，买方可以以买方所在地的货币形式支付货款。
- 4.3. Seller shall submit invoices to Buyer upon completion of the supply of Services as set forth in the applicable Ancillary Agreement. Buyer shall be obligated to pay only for Services actually provided. 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 Services.  
 卖方应在相关附属协议规定的服务供应完成后，向买方提交发票。买方只应按实际提供的服务支付价款。买方应在最短九十日（90）天内，或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服务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. Buyer shall also be legally entitled to withhold any deductions or taxes, including withholding tax from the price of any Services performed under this Agreement for Services and Ancillary Agreement.  
 价款中包含了所有的税费，但不包括任何增值税、货物及服务税或其他根据法律规定应由卖方向买方收取的销售及使用税费。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。买方也应有权保留任何减免的费用或税费，包括保留任何根据本服务协议及所有附属协议项下履行服务价款的税费。
- 4.6. The Seller shall be solely responsible for all fees/expenses in connection with the Seller's performance of the Services for the Buyer, including but not limited to, the cost of manpower, materials, raw

materials, packaging materials and components needed for performance of the Services, standard quality control and quality assurance costs, testing, documentation, packaging, mark up and relevant taxes.

卖方应当独立承担任何与卖方向买方履行服务相关的费用/支出，包括但不限于，人力、材料、原材料、履行服务所需的包装材料以及部件、标准质量控制和质量保证成本、测试、归档、包装、价格上涨以及相关税费。

## 5. Representations and Warranties 陈述与保证

### 5.1. Seller represents and warrants to Buyer that: 卖方向买方承诺与保证：

- a) for a period of at least twenty four (24) months following the date of Buyer's full receipt of Services, the Seller shall free of charge at the option of Buyer and to Buyer's reasonable satisfaction redo, replace, and re-perform and make good any defective Services and any Services which otherwise fail to comply with any of the requirements and specifications of this Agreement for Services and any Ancillary Agreement.

自买方收到全部服务之日起至少二十四（24）个月内，经买方选择并根据买方合理要求，卖方有义务重做、更换、重新履行及修复任何存在缺陷的服务以及任何不符合本服务协议及所有附属协议项下约定要求或规格的服务，且不应不收取任何费用。

- b) Seller shall have the necessary and required skill, expertise, and knowledge to provide the Services and shall continuously provide any and all available necessary and relevant training, documentation, instruction manuals, training materials, and other similar information to Buyer for the Services, at no additional cost to Buyer.

卖方应具备必要的技能、专业知识和知识，以提供服务，并应不断向买方提供所需的一切必要的、相关的培训、文件、指导手册、培训材料和其他类似的信息，且不应向买方收取额外的费用。

- c) Seller has and maintains appropriate technical and organizational measures and other protections for personal data in compliance with any and all applicable laws. Further, Seller shall handle, maintain and process personal data as per 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；此外，卖方应当根据相关法律的规定，操作、维护及处理个人数据。

- d) Seller has not and will not engage in any illegal or wrongful acts including directly or indirectly offer or pay, or authorize the offer or payment, of any money or anything of value in an effort to influence any government official or any other person to improperly obtain or retain business or to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment.

卖方没有且不会参与到任何非法或不当行为中，包括直接或间接地提供或支付，或授权提供或支付，任何金钱或任何有价值的事物，以影响任何政府官员或任何其他人士，从而以不当的方式获取或保留业务或获得不正当的商业优势，并且，没有且在未来也不会接受上述款项。

- e) 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。

### 5.2. Seller agrees that the manufacturer's warranties and remedies applicable to products used under the Agreement for Services shall be assigned and transferred to Buyer and Seller agrees to fully assist and cooperate with Buyer in the enforcement of such warranties; provided, however, no such warranty shall in any way relieve Seller from its obligations to Buyer with regard to any warranty under this Section.

卖方同意，制造商对本服务协议项下适用于产品的保证与救济措施应当转让给买方，并且卖方同意在执行上述保证的情况下，全面协助和配合买方；然而前提是，本条项下任何与保证相关的条款均不得以任何方式免除卖方对买方所负有的义务。

## 6. Intellectual Property 知识产权

- 6.1. Seller acknowledges and agrees that Buyer exclusively owns any and all Buyer's own Intellectual Property (including, without limitation, any and all rights of relevance to any Services provided by Seller e.g. blueprints, designs and any and all other Intellectual Property that may be supplied or paid for by Buyer). Seller shall not use (or allow or permit any third party to use) any such rights save and except with the prior specific written consent of Buyer. During the Term only, and unless and until Buyer and Seller agree in writing to the contrary, Seller may use such rights on a non-exclusive basis solely to the extent (if any) necessary to enable Seller to perform its obligations under this Agreement for Services and any Ancillary Agreement. Nothing set forth in this Agreement for Services shall be construed to grant to Seller any title, right or interest in or to any Intellectual Property owned or controlled by Buyer except as explicitly set forth in this Section.

卖方承认并接受，买方对其所有的知识产权享有专有权（包括但不限于，与卖方提供的服务相关的所有权利，例如，蓝图、设计以及任何其他由买方提供或购买的知识产权）。卖方不得使用（或允许或许可任何第三方使用）任何上述权利，除非经买方事先书面特别同意。仅在此协议期间，除非或直至买方和卖方以书面形式另行规定，卖方可以非独占性行使上述权利，但仅限于（若有）在保证卖方履行其在本服务协议及所有附属协议项下义务的范围内行使。除非本条款明示规定，本服务协议项下任何规定均不应被解释为授予卖方任何买方拥有或控制的知识产权的所有权、权利或利益。

- 6.2. All work product developed by Seller under this Agreement for Services, including designs, technical data, reports, blueprints, drawings, shall be Buyer's property and may be used, disclosed, or transferred by Buyer in any manner it finds appropriate. Any and all work product shall be considered "Work for Hire" under applicable Copyright laws and be turned over to the Buyer upon request or upon completion or termination of Services under this Agreement for Services. Seller agrees to co-operate with Buyer to take any and all actions necessary to complete the transfer of ownership and all applicable documentation.

卖方根据本服务协议创作的所有工作产品、包括设计、技术数据、报告、蓝图、图纸均为买方财产，买方可以任何其认为适合的方式使用、披露或转让上述工作产品。所有工作产品均应被认定为相关著作权法规定的“职务作品”，经买方要求，或在本服务协议项下的服务完成或终止后，应当交还买方。卖方同意与买方合作，采取所有必要措施，以保证所有权以及所有相关文件的顺利移转。

- 6.3. Seller undertakes to enter into all necessary written agreements with its employees and sub-contractors (if applicable) in order to comply with the provisions of this Section 6. Any remuneration linked to invention made by an Employee in connection with the Services as a consequence of a contractual or legal obligation shall be fully borne by Seller and is deemed to be included in the remuneration paid by Buyer to Seller.

卖方承诺与其雇员及分包商（如适用）签订所有必要的书面协议，以符合本第 6 条的规定。雇员根据合同或法律项下的义务做出与本服务相关的发明，其报酬应当由卖方支付，并且应被视为已包含于买方向卖方支付的报酬中。

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

- 7.1. 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 Services and any Ancillary Agreement (ii) any actual or alleged injury to or death of any person occurring on the premises of Seller or any Seller's Affiliate (iii) Seller's or any of Seller's Affiliate's supply of any defective or non-conforming Services; (iv) any negligent or reckless act or omission or misconduct on the part of Seller or any Seller's Affiliate or any of their sub-Sellers 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; (vi) any claims that any Intellectual Property used by Seller or any Affiliate of Seller in the performance of this Agreement for Services and 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 Services 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危害，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服务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称的伤害或死亡；（iii）卖方或任何卖方的关联公司供应任何有缺陷或不合格的服务；（iv）卖方或任何卖方关联公司，或任何其下游经销商或代理人，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服务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服务协议及任何附属协议的行为，并弥补上述损失。

- 7.2. In addition to the remedies provided for in Section 7.1, Seller agrees that in the event of a breach of the Agreement for Services and 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 for Services and any Ancillary 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 7.1 条规定的救济外，卖方同意，若卖方违反本货物协议以及任何附属协议约定，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。

- 7.3. The provisions of this Section 7 will survive termination or expiration of the Agreement for Services. 本第 7 条规定在服务协议终止或期限届满后仍然有效。

## 8. Term 期限

- 8.1. This Agreement for Services shall come into effect on and from the Effective Date and thereafter will continue in full force and effect until Seller has fully provided the Services, unless and until terminated

in accordance with the provisions of this Agreement for Services. The period of time during which this Agreement for Services is in full force and effect is its Term.

本服务协议自生效之日起生效，并将持续有效，直至卖方向买方提供全部的服务，除非根据本服务协议的规定终止协议。本服务协议全面有效的期间为其期限。

- 8.2. Buyer may terminate this Agreement for Services and any Ancillary Agreement at any time by giving to 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 Services and any Ancillary Agreement.  
买方有权在不少于三十（30）日前书面通知卖方，终止本服务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服务协议及任何附属协议所投入的潜在成本和投资相一致。
- 8.3. In the event that Seller (i) becomes insolvent (which for the purposes of this Agreement for Services shall mean unable to pay its debts as and when they fall due for payment); or (ii) institutes or has instituted against it a petition for bankruptcy or winding-up, or is adjudicated bankrupt, then Seller shall immediately notify Buyer of such event, or (iii) violates Autoliv's Standard of Business Conduct and Ethics for Suppliers, Buyer shall be entitled to terminate this Agreement for Services and any Ancillary Agreement immediately, by providing written notice of the same to the Seller to this effect.  
若卖方（i）资不抵债（在本服务协议中是指不能偿还到期债务）；或（ii）提起或被提起破产或解散申请，或被裁定破产，则卖方应立即通知买方上述情形，或（iii）违反奥托立夫方供应商商业行为准则和道德标准，买方有权向卖方书面通知，立即终止本服务协议及任何附属协议。
- 8.4. Any termination of this Agreement for Services and any Ancillary Agreement pursuant to this Section 8 shall be without prejudice to any other rights or remedies to which the Parties may be entitled under this Agreement for Services and any Ancillary Agreement, or at law.  
根据第 8 条规定，本服务协议及任何附带协议的终止，均不影响双方根据本服务协议及任何附属协议或依法享有的任何其他权利或救济措施。
- 8.5. The termination or expiration of this Agreement for Services and any Ancillary Agreement shall not affect the survival and continuing validity of Section 5 (Representations and Warranties), Section 7 (Indemnification and Damages) Section 9 (Insurance), Section 10 (Confidentiality), Section 11 (Notices) and Section 12 (Miscellaneous), or of any other provision which is expressly or by implication intended to continue in force after such termination or expiration.  
本服务协议及任何附属协议的终止或期限的届满，均不影响第 5 条（陈述与保证）、第 7 条（补偿与损害赔偿）、第 9 条（保险）、第 10 条（保密）、第 11 条（通知）以及第 12 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。

## 9. 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 Services 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服务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。

## 10. Confidentiality 保密

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 Services to Buyer, or (b) business or business plans, including (but not limited) to suppliers, customers, prospective customers, Sellers, utilization data, cost and pricing data, software products, programming techniques, data warehouse and methodologies, know-how, trade secrets, technical and non-technical materials, products, specifications, processes, sales and marketing plans and strategies, designs, Intellectual Property, 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 Services or their evaluation, study, design, production, testing, installation or performance, or received in performing this Agreement and any discussions and proceedings relating to any of the foregoing (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服务的事实，或（b）将经营或经营计划，包括（但不限于）运用数据、成本以及价格数据、软件产品、编程技术、数据仓库及方法、专有技术、商业秘密、技术及非技术材料、产品、规格、程序、销售和市场计划和策略、设计、知识产权、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，与服务或其评估、研究、设计、生产、测试、安装或运行相关的，或在履行本协议时、以及与上述相关的讨论或会议中获得的信息（统称为“信息”）以上述方式等披露给供应商、消费者、潜在消费者、卖方。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。

## 11. Notices 通知

- 11.1. Any notice required to be given under this Agreement for Services and any Ancillary Agreement shall be given in writing and shall be deemed to have been sufficiently given:  
根据本服务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  
在下一个工作日通过次日快递送达服务寄出的；或
- d) to the address specified on the Ancillary Agreement for the Buyer, and on the invoice for the Seller.  
向买方附属协议指定的地址寄出的，并且发票注明卖方的。

## 12. Miscellaneous 其他

- 12.1. Nothing contained in this Agreement for Services and any Ancillary Agreement, and no action taken by Buyer or Seller pursuant to this Agreement for Services and any Ancillary Agreement or any statement of work, will be deemed to constitute a relationship between Buyer or Seller of partnership, joint venture, principal and agent, or employer and employee. Neither Buyer nor Seller has, nor may it represent that it has, any authority to act or make commitments on the other's behalf.  
本服务协议及任何附属协议中的任何内容，以及买方或卖方根据本服务协议及任何附属协议或任何工作说明书中采取的任何行动，将不应被视为在买方或卖方之间构成合伙企业、合资公司、委托人和代理人或雇主和雇员关系。买方和卖方均无权代表另一方开展活动或作出承诺，即使一方认为其有权。
- 12.2. The validity, interpretation and performance of this Agreement for Services 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.  
本服务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。
- 12.3. A waiver by any Party of any term or condition of this Agreement for Services and 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 Services 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，对本服务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。本服务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。
- 12.4. Seller shall not issue any press release or other publicity materials, or make any presentation with respect to the existence of this Agreement for Services 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, brands, or logos of Buyer nor identify Buyer as a customer of Seller without Buyer's prior written consent in each instance and in the manner prescribed by the Buyer.  
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，或者就本服务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，并遵守买方规定的方式，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。
- 12.5. In an emergency affecting the safety of persons and/or property, the Seller shall act, at the Seller's reasonable discretion to prevent threatened damage, injury, or loss.  
在危害人身和/或财产安全的紧急情况下，卖方应在合理限度内发挥自由裁量权，采取行动防止受到潜在的损害，伤害或损失。
- 12.6. Seller shall not assign any of its rights or delegate or subcontract any of its duties and obligations under this Agreement for Services and 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 Services and any Ancillary Agreement to an Affiliate by written notice to Seller to this effect. This Agreement for Services shall apply to and inure for the benefit of and be binding upon the Parties hereto and their respective successors and permitted assignees.

卖方不得转让其享有的任何权利，或将其在本服务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。买方可将其在本服务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。本服务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。

- 12.7. This Agreement for Services 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. Buyer may modify or alter this Agreement for Services or any Ancillary Agreement, which shall be binding upon the Parties. 本服务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服务协议或任何附属协议，并对双方具有约束力。
- 12.8. The Parties agree that this Agreement for Services 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 services from other third parties. 双方同意本服务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服务。
- 12.9. This Agreement for Services has been prepared and signed in the English language and the English language version of this Agreement for Services will prevail over any version in any other language. 本服务协议以英文制作并签署，且本服务协议的英文版本较任何其他语言版本优先适用。
- 12.10. This Agreement for Services 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. 本服务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。

### 13. **Dispute Resolution** 争议解决

- 13.1. In the event any dispute, claim or controversy arising under or relating to this Agreement for Services and 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. 由本服务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上述争议。
- 13.2. 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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