

# VALEO

# 法雷奥

## General Terms of Purchase

## 一般条款

### 1. Scope

These General Terms of Purchase shall constitute the only agreement applicable to Valeo's purchases and expressly exclude the application of the supplier's general terms of sale as well as any document issued by it in relation to Valeo's Order. They are applicable to all Valeo's purchases, whether it is tooling, machines, parts, raw material or other various goods including services (hereafter individually or collectively called the 'Supply').

These General Terms of Purchase may only be modified by a written provision signed by the Purchasing Department of Valeo.

### 2. Order

#### 2.1 Purchase Order

Supplies must always be the subject of a purchase order (the "Order"), valid either for an unlimited period of time (the "Open Order") or for a limited period of time (the "Closed Order"). Orders shall be made by mail, fax, or any electronic means that has been agreed upon.

All purchases made by Valeo must be made through a purchase order issued by the Purchasing Department.

In the event of an emergency, the Supply can be delivered against a collection note issued by the Purchasing Department or against a purchase order number given by the same.

#### 2.2 Order Acknowledgement of Receipt

The supplier shall acknowledge receipt of the order within eight (8) calendar days as of the date of the order by mail, fax or electronic means, by returning a duly signed copy (on which the supplier's corporate seal shall be affixed) to the issuing Purchasing

### 1. 范

本一般条款构成适用于法雷奥采购的唯一，并明确排除供应商的一般售条款和供应商出具的有法雷奥的任何文件的适用。本一般条款适用于法雷奥的一切采购，无论是工装、机器、零件、原料或其他各物品，包括服（以下简称“供”）。

本一般条款只可法雷奥采购部的书面文件予以修改。

### 2. 范

#### 2.1 范

供必始是（“”）的主体，可在无限定期限内（“未确”）或限定期限内（“确”）有效。以、真或按定的任何子方式出。

法雷奥的一切采购必通采购部的予以施。

在急情况下，供可依据采购部的收或采购部出的予以交付。

#### 2.2 收

供商在日后的八（8）个工作日内，通、真或子方式向出的采购部返一份正式署的副本（副本加盖供商公章）作收到确。

Department.

Where no such acknowledgment of receipt is issued, the commencement of the completion of the order shall be considered ipso facto as an implicit acceptance of the terms of the order.

### 3. Compliance

#### 3.1 Compliance with drawings and specifications

Without prejudice to the provisions of article 3.2, the Supply shall be in compliance with drawings and specifications, and for characteristics not detailed, to samples or typical parts which have been accepted by Valeo.

Valeo may at any time by written notice to the supplier change the drawings or specifications for the Supply, and in case of material change actually affecting the manufacturing process and/or cost of the Supply, the supplier shall within 5 days of receipt of such notice inform Valeo whether the purchase price for the Supply is to be adjusted. If no notice is given by the supplier then the purchase price will be deemed to be unchanged. If Valeo is not able to implement any change in the purchase price, it may cancel the purchase order without indemnity.

The supplier shall not make any modification, even minor, to the drawings and specifications of the Supply without the prior consent of Valeo, which shall take the form of a numbered addendum to the order issued by the Purchasing Department.

In addition, the Supplier shall not modify the Supply in any way, in particular by changing its components, materials, the process(es) used for it, or its place of manufacture without prior approval from Valeo, within the meaning given in the Valeo Quality Procedures and by customary rules and practices in the Automobile Industry.

如未 上述收到 的确 , 一 完成, 条款即在事 上被 默示接受。

### 3. 符合 定

#### 3.1 符合 和 格

在不 害第3.2条 定的前提下, 供 符合 和 格;若无具体 定, 符合法雷奥已接受的 品或代表件。

法雷奥可 面通知供 商后, 随 更供 的 或 格, 如遇重大 更, 在 上影响生 工 和/或供 的成本, 供 商 在收到 通知后五日内, 告知法雷奥供 的 价格是否 作 整。如果供 商未做出通知, 价 格 不 。如果法雷奥无法在 价格上 行任何 更, 可取 而无 作出 。

未 法雷奥采 部事先以 的 号 附 的方式 同意, 供 商不得 供 的 和 格 行技 上的、即使是 小的任何修改。

此外, 未 法雷奥事先批准, 供 商不得以任何方式修改供 , 尤其不得超出法雷奥 量程序中 定的含 , 及汽 行 常的 和 例 定, 更其零件、材料、 其使用的工 等, 或修改其生 地点。

### 3.2 Compliance with laws and regulations

The Supply delivered shall satisfy the requirements of the laws, regulation and standards in force in P.R. China and such other states as designated from time to time by Valeo, in particular with regard to hygiene, safety and protection of the environment.

In addition, the supplier undertakes to comply with all the applicable labor and intellectual property laws in force in P.R. China during the performance of any obligations in relation to the supply relationship with Valeo or the relevant order placed by Valeo

The supplier shall guarantee Valeo against any and all actions resulting from, the non-observance of these provisions, and agrees to bear any and all direct or indirect financial and other consequences thereof.

### 3.3 Origin of the Supply

Upon Valeo's request, the supplier shall provide any and all information about the Supplies or the Order, the appropriate certificate stating the country of manufacture of the Supply, and the composition of materials used in the Supply.

### 3.4 Quality Assurance

Upon acceptance of purchase order, the supplier shall adhere to the Valeo Quality System, which shall have been notified to it by Valeo, and agrees to abide strictly by it.

### 3.5 Series-deliveries

In case of series deliveries, the supplier shall adhere to the Valeo Production System, which shall have been notified to it by Valeo, and undertakes to harmonize its administrative and production systems to the corresponding Valeo systems.

### 3.6 Inspection

Valeo shall be entitled, at any time, to inspect and test the Supply during manufacturing, processing or storage at the

### 3.2 遵守法律和法

供符合在中国和由法雷奥不指定的其他国家有效的法律、法和准的要求, 特别是及生、安全和保的要求。

供商承, 在履行任何相, 期, 其将就与法雷奥的供系或法雷奥的有, 遵守中国有和知的所有行法律。

供商就因不遵守上述要求而引起的任何及所有, 向法雷奥提供保, 并同意承担由此引起的任何和所有直接或接的及其他后果。

### 3.3 供的原地

在法雷奥要求, 供商提供任何及所有有供或的信息、明供生国家以及供中使用的材料成份的适当明。

### 3.4 品保

一旦接受, 供商遵守由法雷奥告知的法雷奥量体系, 并同意格遵守。

### 3.5 交

如果是交, 供商遵守由法雷奥告知的法雷奥生体系, 并使其管理和生体系与法雷奥的相体系。

### 3.6

法雷奥有随和之前正在供商或任何相第三方的地生、加工或存的以及交后在法雷奥地的

premises of the supplier or any relevant third party prior to dispatch as well as at Valeo's premises after the delivery, and the supplier shall provide Valeo with all assistance and facilities reasonably required for such inspection and testing.

If, as a result of such inspection or testing, Valeo determines that the Supply will not comply in all respects with the purchase order, any sample or specification accepted by Valeo, the supplier shall take such steps as are necessary (in the sole and absolute discretion of Valeo) to ensure full compliance. If the supplier fails to take such steps then Valeo shall be entitled to terminate the supply relationship or the relevant purchase order with the supplier in accordance with Article 14.1 of these Terms.

Valeo shall not be deemed to have accepted any Supply until it has a reasonable time to inspect it following delivery, or within a reasonable time after any latent defect in the Supply has become apparent, whichever is the later.

No inspection or test of the Supply, or failure to inspect or test the Supply, shall constitute acceptance of the Supply by Valeo or affect any liability or warranty of the supplier under the present General Terms of Purchase.

### 3.7 After-Series Production

The supplier shall maintain its capacity to supply parts to Valeo for duration of at least 10 years after the end of series production.

### 3.8 Competitiveness

In order to permanently maintain the competitiveness of both the Supply and the Valeo products in which said Supply is used, the Supplier agrees to implement measures to increase productivity continuously. The minimum level of annual productivity for the Supply shall be established by mutual agreement.

## 4. Industrial and Intellectual Property Rights

供，而供商向法雷奥提供行等和所合理需要的一切助和便利。

如果法雷奥因或确定供未在所有方面符合、任何法雷奥接受的品或格的定供商采取必要的措施（按法雷奥的独自酌定），以确保完全符合上述定。如果供商未采取上述措施，法雷奥有根据本一般条款第14.1条定，止与供商的供系或相。

在法雷奥收到供后有合理其行之前，或供中的任何性瑕疵得明的合理期内（以生者准），法雷奥不被已接受供。

供行或未行或，均不构成法雷奥接受供，也不影响供商在本一般条款下的任何任或保。

### 3.7 生之后

供商在生束后至少十(10)年内持其向法雷奥提供零部件的生能力。

### 3.8 争力

了永久保持供及使用供的法雷奥品的争力，供商同意采取措施不断提高生能力。双方共同定供的年最低生能力。

## 4. 工和知

- 4.1 The supplier warrants that it is the lawful owner or licensee of the industrial and/or intellectual property rights that is necessary for the manufacture and the sale of the Supply.
- 4.2 In the event that legal proceedings are brought by a third party in order to prevent, limit or modify the manufacturing, marketing or sale of the said Supply, the supplier shall be solely liable for any and all liabilities and damages arising from such proceedings. The supplier shall also be responsible for all liabilities and damages arising from Valeo's total or partial failure to fulfill its obligations vis-à-vis its customers, including any damages which Valeo would have to pay to its customers due to such failure.
- 4.3 In the case of any proceedings brought against Valeo by a third party in respect of the Supply, Valeo reserves the right to cancel the purchase order forthwith by written notice to the supplier in accordance with Article 14.1 of these Terms, without prejudice to all the rights and any proceedings Valeo may have or take against the supplier.
- 4.4 In the case of an order for the design and manufacture of tooling or equipment utilizing the supplier's industrial and/or intellectual property rights and in the event of the supplier's failure to perform any of its obligations, the supplier specifically authorizes, without further action, Valeo to complete or cause to be completed the tooling and/or to produce or cause to be produced the parts the production of which the tooling or the equipment was destined to. The supplier shall communicate to Valeo all necessary drawings and technical documents for the manufacture of the tooling or equipment and shall as well provide Valeo with relevant know-how.
- 4.5 Any drawings, specifications, technical information, trade marks, test results, catalogues, brochures, manuals, patents, models and designs, this list being non-limitative, provided by Valeo
- 4.1 供 商保 其是制造和 售供 所必需 的工 和/或知 的合法所有 人或被 可人。
- 4.2 如果第三方 阻止、限制或修改上述供 的制造、市 或 售而提起法律 ， 供 商 独 由此 而 生 的任何和所有 任和 害 。 供 商 也 由于法雷奥全部或部分未履行法 雷奥直接 其客 的 而引起的所有 任和 害 ， 包括法雷奥由于未履 行其上述 而必 支付 其客 的 害 。
- 4.3 如果第三方就供 法雷奥提起任何 ， 在不影响其 供 商可能 有的一切 利或或提起的任何 的前提下， 法雷奥保留根据本一般 条款第14.1 条 面通知供 商立即取 的 利。
- 4.4 如果一份 中 和生 的工装或 使用了供 商的工 和/或知 ， 且供 商未履行其 ， 供 商 即自 地特 授 法雷奥 生 件而 完成或促使完成工装， 和/或制造或促使 制造 等 件。 供 商 向法雷奥提供 生 工装或 所有必要的 和技 文件， 并向法雷奥提供有 有技 。
- 4.5 供 的 、制造和/或交 而由法雷 奥向供 商提供的任何 、 格、技 信息、商 、 果、目 、宣 册、手册、 利和 （以上所列尚未

to the supplier for the design, manufacture and/or delivery of the Supply (collectively “Valeo’s IP Rights”) are and shall remain the exclusive property of Valeo. The supplier hereby undertakes that it shall not (and shall procure its shareholders, directors, subsidiaries, parent companies and related persons not to) (i) manufacture, supply and/or sell to any third party any goods which are identical to, or which (in the opinion of Valeo) are similar to or resemble, the Supply or (ii) disclose any of Valeo’s IP Rights to any third party; or (iii) use any of Valeo’s IP Rights to manufacture or supply any goods to any third party. The supplier shall indemnify Valeo for all claims or losses suffered by Valeo by reason of any breach of the foregoing undertakings.

## 5. Moulds and tooling

5.1 Upon the request of Valeo, and in accordance with such requirements as Valeo may, from time to time and in its sole and absolute discretion, specify, the supplier shall, at its own cost and expense, produce moulds, tooling or machines on Valeo’s behalf for the purpose of enabling or assisting the supplier to produce the Supply. Such moulds, tooling and equipment, together with the industrial and/or intellectual property rights related thereto, will become the property of Valeo as they are made and can neither be withheld by the supplier nor seized by a creditor of the supplier. The supplier shall at all times hold such moulds, tooling or machines strictly on trust for Valeo. The supplier, in its capacity as trustee, agrees to implement all means to individualize the said moulds, tooling or machines, in particular by placing a metal label or stamp bearing the marking ‘Non distrainable, property of Valeo’.

5.2 The supplier shall have no right, title or interest in such moulds, tooling or machines which are held on trust for

尽，称“法雷奥的知”），目前及将来均法雷奥的独有。供商在此承其不会（并将确保其股、董事、附属公司、母公司及相人不会）(i) 制造、提供和/或向任何第三方售任何与供相同的，或（法雷奥）与其相似或似的物，或 (ii) 向任何第三方披露任何法雷奥的知；或 (iii) 使用任何法雷奥的知制造或向任何第三方提供任何物。供商就任何反上述承而使法雷奥遭受的所有索或失，向法雷奥作出，使其免遭失。

## 5. 模型与工装

5.1 在法雷奥要求，并根据法雷奥可能不按其的独自酌定不定的要求，供商当自代表法雷奥促使或助供商生供而制造模型、工装或机器。等模型、工装和，以及其中相的工和/或知，一生成即成法雷奥的，不得供商保留，也不被供商的封。供商始受托法雷奥保管模型、工装或机器。作受托人，供商同意采取一切方法等模型、工装或机器作理，尤其帖有“法雷奥，不得扣押”字的金属或印。

5.2 即使出下列情形，供商不其受托法雷奥保管的模型、工装或机器享有任何利或利益：

Valeo, notwithstanding that:

- |   |   |
|---|---|
| 5.2.1 any sums may, for any reason whatsoever, be due, and/or payable, to the supplier by Valeo; and/or   | 5.2.1 因任何原因, 法雷奥可能需向供商支付任何到期款; 和/或  |
| 5.2.2 Valeo is in breach of any term under the present General Terms of Purchase.   | 5.2.2 法雷奥反本一般条款中的任何条款。  |
| 5.3 In respect of any mould, tooling or machine which is held by the supplier on trust for Valeo for the production of the Supply, the supplier shall:  | 5.3 就供商提供的生而受托法雷奥保管的模型、工装或机器而言, 供商:   |
| (a) forthwith upon demand by Valeo, deliver up to Valeo, or to such other person, at such place as Valeo may specify, all such mould, tooling or machine as Valeo may direct (together with all consents, approvals, licenses or other documents necessary to permit the said mould, tooling or machine to be transported to any other destination which Valeo may specify and all technical information relating to such mould, tooling or machine); | (a) 在法雷奥要求, 立即向法雷奥或法雷奥可能定的其他人及地点, 交付所有法雷奥可能指示的模型、工装或机器 (以及允将上述模型、工装或机器运至法雷奥可能定的任何其他地点所必需的所有同意、批准、可或其他文件和所有与模型、工装或机器有的技术信息); |
| (b) be responsible for maintenance, preventive and curative adjustments, necessary for the correct operation of the mould, tooling or machine;  | (b) 模型、工装或机器的正确运所必需的保、防和修;  |
| (c) be liable for all the risks incurred by the mould, tooling or machine as well as all the risks arising from its use. The supplier shall insure such mould, tooling or machine against all damages which could occur (including theft) for a sum at least equal to its full replacement value and against all damages which it could cause to third parties;   | (c) 由模型、工装或机器以及因其使用而生的所有承担任。供商按至少相当于全部替价的金额模型、工装或机器投保所有可能出的 (包括被窃) 的失, 并投保第三方可能造成的所有失;                                      |
| (d) forthwith upon demand by Valeo, immediately cease to produce the Supply using the mould, tooling or machine; and  | (d) 在法雷奥要求, 立即停止使用模型、工装或机器生供; 及   |
| (e) use such mould, tooling or machine for the sole purpose of supplying goods to Valeo.  | (e) 向法雷奥供物目的使用上述模型、工装或机器。   |

## 6. Delivery Term

## 6. 交期限

- |     |   |     |   |
|-----|---|-----|---|
| 6.1 | Time is of the essence of the order. The delivery term shall be indicated on the purchase order. Acceptance of the Order shall automatically bind the Supplier to strictly comply with the delivery deadline shown either on the order or on the delivery schedule sent by EDI, WebEDI, or by fax in the event of an open order.  | 6.1 | 是 的 因素。交 期 在 中 明。 的接受 自 使供 商受到 束, 使其 格遵守 中 明的交 期限, 或在未 的情况下, 通 EDI, WebEDI, 或 真方式 送的交 表。              |
| 6.2 | The supplier shall be responsible for taking the necessary measures to meet the delivery date, not only as regards the Supply as such, but also as regards technical, administrative and shipping documents.  | 6.2 | 供 商 采取必要措施, 以符合供 以及技 、管理和装运 据的交 日期。   |
| 6.3 | The supplier shall not be entitled to deliver the Supply before the due date without the issuing Purchasing Department's Specific authorization in writing, and will bear all costs related to any advanced delivery.   | 6.3 | 未 采 部 面 特 授 , 供 商无 在到期日前交 , 并 承担与提前交 有 的所有 用。   |
| 6.4 | In the event of advanced or late delivery, Valeo may apply penalties in accordance with the specific conditions negotiated with the supplier at the time of the order.  | 6.4 | 如果提前交 或 延交 , 法雷奥可按照与供 商在 定 商的特 条件收取 金。  |
| 6.5 | In the event of late delivery, without prejudice to its other rights in law or in contract, Valeo shall be entitled to cancel the purchase order by giving notice to the supplier in accordance with article 14.1 herein and shall have the right to purchase the Supply from another supplier. Any extra cost arising from this new order shall be borne by the defaulting supplier. | 6.5 | 如果 延交 , 在不影响其在法律或合同 下的其他 利的前提下, 法雷奥 有 根据本一般 条款第14.1条通知供 商取 , 并 有 向另一家供 商采 供 。由于新 而 生的任何 外 用 由 的供 商承担。 |

As an exception to the previous paragraph, Valeo shall be entitled to proceed forthwith, without notice, to the purchase of the Supply from another supplier, in case of late delivery of the Supply provided for in the framework of 'series deliveries'.

作 前款的例外, 如果在 “ 交 ” 的情况下 延交 , 法雷奥有 不 通知而立即向另一家供 商采 供 。

**7. Price, Invoicing and Conditions of Payment**

**7. 价格、 票和付款条件**

- |     |   |     |  |
|-----|---|-----|--|
| 7.1 | Except if otherwise stipulated on the order, prices are firm and non-revisable and shall be set Delivery Duty Paid in Valeo's warehouse-DDP Valeo's | 7.1 | 除非 中另有 定, 价格 固定且不可修改, 而且 完税后在法雷奥 交 的价格, 即DDP法雷奥 (定 《2000年国 易 解 通 》), |
|-----|---|-----|--|

warehouse (as defined in Incoterms 2000), the supplier bearing all transport and unloading costs, customs duties, taxes as well as insurance costs and all risks, until final receipt of the Supply according to the terms of article 9 herein.

- 7.2 The invoice shall bear all the information appearing on the order and necessary for the identification and the control of the Supply. The invoice shall be sent to the invoicing address written on the face of the order.
- 7.3 Except if otherwise stipulated on the order, all Valeo purchases are payable by bank to bank transfer ninety (90) days from the end of the month of the invoice on the 10<sup>th</sup> of the following month.
- 7.4 Valeo expressly reserves the right to automatically deduct from the payments to be made to the supplier any and all sums which it may owe Valeo for whatever reason.

## 8. Packaging and Delivery Documents

### 8.1 Packaging

#### 8.1.1 Nature

Any Supply shall be packed in accordance with Valeo's purchase specifications or purchase order, and in the absence of any other indications, according to the norms and standards in force in P.R, China and such other States as designated from time to time by Valeo.

Any Supply shall be properly packed and secured so as to reach their destination in an undamaged condition. Any damage to the Supply delivered, due to inappropriate packaging, shall be borne by the supplier.

#### 8.1.2 Markings

Each unit of packaging shall bear on the outside and in a clear and legible manner, the markings required by the regulations in

由供 商承担根据本一般 条款第9 条 定的最 收 前的所有运 和卸 用、海 税 以及保 用和一切 。

- 7.2 票上 明 上的和 确定及控制 供 所必需的所有信息。 票 寄往 正面写明的 票地址。

- 7.3 除非 中另有 定, 所有的法雷奥采 从 票日期当月月底起90天后的下 个月10日通 行 方式付款。

- 7.4 法雷奥明确保留从向供 商支付的款 中自 扣除任何和所有供 商因任何原因可能欠付法雷奥的款 的 利。

## 8. 包装和交 文件

### 8.1 包装

#### 8.1.1 性

任何供 根据法雷奥的采 格或 包装, 如无任何其他指示, 根据在中国和由法雷奥不 指定的其他国家有效的 范和 准包装。

任何供 妥善包装并确保安全, 以使其不受 害地到达目的地。任何由于包装不当 供 造成的 害, 由供 商承担。

#### 8.1.2

件包装 在其外部以清晰可辨的方式 明在中国和由法雷奥不 指定的其他国家有效的 定所要求的 以及有 任

force in P.R. China and such other states as designated from time to time by Valeo, as well as the instructions related to any special conditions for storage.

Each unit of packaging shall, in addition, bear Valeo's purchase order number, series number, the designation of the Supply, the quantity delivered or the gross or net weight.

## 8.2 Delivery documents

The supplier shall attach to the shipment a detailed delivery order bearing the nature of the packaging and number of packages together with the information appearing on the purchase order and necessary for the identification of the Supply, and its quantitative control and if applicable, shall include any material safety data sheets.

## 9. Receipt-Warranty

9.1 Except if otherwise stipulated on the purchase order, receipt shall always be carried out in the premises of Valeo, on working days during business hours. No delivery will be accepted outside these hours, except prior written authorization.

In particular, Valeo reserves the right to refuse the Supply by issuing a simple letter, facsimile or electronic means in the following cases:

- (a) non conformity of the Supply with respect to the quantity or quality specifications of the purchase order;
- (b) non compliance with the dates and delivery hours;
- (c) excess or shortfall in the delivery,

9.2 All non-conforming Supply may be returned to the supplier at its own risks and expense.

The supplier shall recover the rejected Supply at its expense within eight (8) days as from notification of the refusal of the delivery.

The supplier shall be liable for all costs

何特 存条件的指示。

另外, 件包装上 明法雷奥采 的 号、序列号、供 的名称、交 的数量或毛重或 重。

## 8.2 交 文件

供 商 随 附一份 的交 清 , 明包装的性 、包装的数量和 上 明的确定供 及其定量控制所必需的信息, 并按适用情况, 包括任何材料安全数据 。

## 9. 接收-保

9.1 除非 上另有 定, 接收 物 始 在工作日的 内在法雷奥的 所 行。未 事先 面授 , 之 外的交 不予接受。

法雷奥特 保留在下列情况下通 寄 普通信函、 真或 子方式拒收供 的 利 :

- (a) 供 与 上的数量或 量 格不符 ;
- (b) 与交 日期和交 不符 ;
- (c) 交 量或交 不足。

9.2 所有不符的供 可退 供 商, 并由其自行承担 和 用。

供 商 于拒收 物通知之日起八(8)日 内自行承担 用收回被拒收的 物。

供 商 由于供 不符而使法雷奥

(scrap, storage, sorting out, alterations, tool breaks, breakdowns, production stoppage, recall campaigns, indemnities, etc.) incurred by Valeo as a result of the non conformity of the Supply.

In addition, in the event of non conforming delivery, Valeo shall be entitled to cancel the purchase order by giving notice to the supplier in accordance with article 14.1 of the present General Terms of Purchase and purchase the Supply from another supplier. Any extra cost arising from this new order shall be borne by the defaulting supplier.

As an exception to the previous paragraph, Valeo shall be entitled to proceed forthwith, without notice, to the purchase of the Supply from another supplier in case of non-conforming delivery of a Supply provided for in the framework of 'series deliveries'.

9.3 The supplier shall be fully responsible for the design and/or the manufacture of the Supply according to the task assignment made in the purchase order or defined at the start of the development of the product in consideration namely of the supplier's field of expertise. The supplier shall be responsible for the technical choices with respect to its Supply, regardless of any assistance provided by Valeo throughout the development, and even if the product has been approved by Valeo during the initial samples review.

9.4 The supplier warrants that its Supply shall be of merchantable quality and fit for any purpose held out by the supplier or made known to the supplier at the time the purchase order is placed, shall be free from any defects or operating defects, apparent or hidden in design, material or workmanship, shall conform strictly with all relevant specifications that have been approved by Valeo, and shall comply with all statutory requirements and regulations of P.R. China (or country where the Supply shall be delivered), relating to the manufacture and/or sale of the Supply.

9.5 The supplier shall indemnify Valeo in

生的所有用,包括品、存、分、更改、工具坏、停、召回、等。

此外,如果交不符,法雷奥有根据本一般条款第14.1条通知供商取并向另一家供商采供。任何由于新而生之外用由的供商承担。

作前款的例外,如果是在“交”的情况下交不符,法雷奥有不通知而立即向另一家供商采供。

9.3 供商根据中的或考到供商的域而在品之初制的工作安排供的和/或制造全面。无在程中法雷奥提供了任何助,甚至在最初的品品已法雷奥批准,供商有其供的技。

9.4 供商保其供当具有适的品并适合于任何在由供商提出的或其知的目的,不存在任何、材料和工方面的明或性的缺陷或性能缺陷,格符合法雷奥批准的所有相格,并符合中国(或供的交所在国家)及供的制造和/或售的所有法律和法。

9.5 供商全法雷奥由于供的任

full against all liability, loss, damages and expenses (including Valeo's obligations vis-à-vis the purchaser of its products in which the Supply is integrated and all legal costs and expenses) awarded against or incurred or paid by Valeo as a result of or in connection with any defect in the Supply or the breach of any warranty or undertaking given by the supplier in relation to the Supply, or any claim that the Supply infringes, or their use or sale infringes the patent, copyright, design right, trademark or other intellectual property rights of any other person, except to the extent that such liability, loss, damages or expenses arise from any gross negligence or wilful misconduct of Valeo.

何缺陷, 或供·商·反与供·有·的任何保·或承·, 或供·或其使用或·售侵犯其他任何人的·利、版·、·、·、商·或其他知·的索·, 或与前述各·有·而由·法雷奥不利的判决(裁定)授予或·生的, 或由法雷奥支付的所有·任、·失、·害和·用(包括法雷奥·包含供·的·品的·商的·, 以及所有的法律·用和·支), 但上述·任、·失、·害或·用是由于法雷奥的任何重大疏忽或故意的不当行·而造成的除外。

9.6 If Valeo or its customer decides to or is required by the government of P.R. China (or country where Supply is used) to recall the Supply or a product incorporating the Supply, the supplier shall be liable to Valeo, in proportion to its liability, for all damages suffered by Valeo, including without limitation Valeo's obligations vis-à-vis its customer which has purchased Valeo's products in which the Supply is incorporated.

9.6 如果法雷奥或其客·决定或被中国(或供·的交·所在国家)政府要求召回供·或包含供·的·品, 供·商·按其·任比例·法雷奥遭受的全部·失承担·任, 包括但不限于法雷奥·包含供·的·品的客·的·。

9.7 The supplier shall have contracted an insurance policy in accordance with Valeo requirements covering its civil liability and undertakes to evidence its insurance and the payment of the premiums upon first request by Valeo.

9.7 供·商·根据法雷奥的要求·其民事·任投保, 并承·一·法雷奥要求, 即提供保·和支付保·的凭·。

## 10. Risks

## 10. ··

10.1 Regardless of the terms and conditions of transportation, risk of damage to or loss of the Supply shall pass to Valeo only upon delivery thereof to the delivery address as specified on the purchase order.

10.1 无·运·条款和条件如何·定, 供·坏或·失的·, ·在供·被交付至·中·明的交·地址·移到法雷奥。

## 11. Subcontract

## 11. ·包

11.1 The purchase orders shall not be subcontracted in whole or in part

11.1 未·法雷奥事先·面同意, ·不得被

without Valeo's prior written approval.

11.2 In the event that Valeo agrees upon the delegation to a subcontractor of the whole or a part of the order, the supplier shall remain solely liable vis-à-vis Valeo for the performance of the subcontractor and undertakes to obtain subcontractor's agreement on the present General Terms of Purchase.

11.3 In the event direct or indirect control of the Supplier is changed or its business is sold or transferred, Valeo shall have the option of cancelling the supply relationship and/or order in accordance with Article 14 hereunder.

## 12. Confidentiality

The supplier shall be bound by trade secrecy. All information given by Valeo is confidential and the supplier shall take all necessary measures to ensure that neither the Supplier, nor any of its employees, agents, intervenors whether permanent or occasional, suppliers or subcontractors, shall communicate or divulge to any third party any information, in particular specifications, formulae, designs, drawings, with respect to Valeo's orders.

This requirement of confidentiality shall be maintained for the whole duration of the performance of the order and for a five (5) year period thereafter.

Immediately upon completion of the order and upon Valeo's request, the supplier undertakes to return to Valeo, all documents, confidential or otherwise, related thereto.

## 13. Transfer of Ownership

13.1 Valeo shall become the owner of the Supply ordered immediately upon its individualization in the premises of the supplier which may be effected by, inter alia, marking or tagging it in the name of Valeo. The supplier undertakes to ensure that any Supply produced for Valeo are stored separately from other goods manufactured for other customers and to recognize and defend

全部或部分包。

11.2如果法雷奥同意 的全部或部分包 包商, 供 商仍 就 包商的履行向法雷奥 完全 任, 并承 得 包商 本一般 条款的同意。

11.3如果供 商的直接或 接控制 的 更 或其 被出售或 , 法雷奥有 根据本一般条款第14条的 定 取 供 系和/或 。

## 12. 保密

供 商 受商 秘密 束。由法雷奥提供的一切信息均是保密的, 供 商 采取一切必要措施保 供 商或其任何雇 、 代理人、 常或偶 的中 人、 供 商或 包商不向任何第三方告知或泄漏任何有 法雷奥 的任何信息, 尤其是 格、 方法、 、 等。

· 保密要求 在履行 的整个期 有效并在其后存 五(5)年。

· 一 完成并在法雷奥要求 , 供 商承 立即将与 有 的所有文件 (不 保密与否) 法雷奥。

## 13. 所有 的 移

13.1 一旦供 在供 商 被特定化 ( 特定化可用注明法雷奥名称的 或 ), 法雷奥即成 供 的所有 人。供 商承 并确保任何 法雷奥生 的 供 将区 于 其他客 制造的 物并 独 存, 供 商在所有情况下承 并 法雷奥 供 的所有 。

in all circumstances Valeo's property right of the Supply.

13.2 All liens and encumbrances, clauses of reservation of title, or other rights having, directly or indirectly, the effect of subordinating in any manner whatsoever the transfer of title of the Supply to the full payment of the price are expressly rejected and the supplier waives any such rights which it might otherwise have.

13.3 In the event that any legal action is brought by a third party against the supplier which involves any claim of title or other rights over the Supply, the supplier shall immediately, by written notice, inform Valeo thereof. Valeo shall have the right, in its sole discretion, to settle such claim over the Supply with the third party. The supplier shall provide all necessary assistance to Valeo and indemnify Valeo against any loss and expenses incurred in the pursuit of any such settlement.

13.4 In the event of partial financing of the raw materials or semi-finished products to be purchased by the supplier, such raw materials or semi-finished products will become as of right and without further formality, the property of Valeo immediately upon payment of the corresponding portion of the price. The supplier, in its capacity as trustee, agrees to implement all means to individualize the said raw materials or semi-finished products, in particular by marking or tagging them in the name of Valeo.

#### 14. Termination

14.1 In the event of failure by the supplier to perform any of its contractual obligations whatsoever, the supply relationship or the relevant purchase order(s) with the supplier shall at Valeo sole option be automatically terminated as of right and without any further formality by giving eight (8) days' written notice to the supplier, and without prejudice to the right of Valeo

13.2 一切留置、和、利、担, 所有、保留条款或其他直接或、接地以任何方式使供、的所有、移从属于全、支付价款的、利均被明示拒、, 且供、商放弃其可能、有的上述、利。

13.3 如果第三方、供、商提起、及供、的所有、或其他、利的任何主、的法律行、, 供、商、立即、面通知法雷奥。法雷奥、有、按其、独自酌定就供、与第三方解决、主、。供、商、向法雷奥提供一切必要的、助并就法雷奥、了解决、主、所承担的任何、失和、支、行、。

13.4 如果、原料或由供、商、的半成品、行部分融、, 、原料和半成品在其相、部分的价款支付、, 即依法当然且无、其他手、地成、法雷奥的、。作、受托人, 供、商同意采取一切方法、等原料或半成品作、理, 尤其、、有法雷奥名称的、或、。

#### 14. 止

14.1 如果供、商未能履行其任何合同、, 供需、系或相、的与供、商的、由法雷奥独自酌定以提前八 (8) 日、面通知供、商的形式依法当然且无需任何其他手、地自、止, 且不影响法雷奥索、的、利。在、急情况下, 包括并不限于本一般、条款第6.5条所述的、延交、的情况, 、止于法雷奥、出、面

to claim damages. In the event of an emergency, including but not limited to late delivery described in Article 6.5 of these Terms, such termination shall be of immediate effect upon dispatch of the written notice by Valeo.

- 14.2 Notwithstanding the foregoing, the supply contract may at any time be terminated as of right and without any further formality at the discretion of Valeo by giving three (3) months' written notice to the supplier.

## 15. Applicable Law and Jurisdiction

- 15.1 The Chinese law shall be exclusively applicable to the interpretation and performance of these General Terms of Purchase.
- 15.2 Any dispute arising from or in connection with these Terms shall be finally settled before the competent court of the place of Valeo's registered address.

## 16. Miscellaneous

If any of the provisions of these General Terms of Purchase shall be held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Failure by Valeo at any time to exercise any of its rights under these General Terms of Purchase, the Order and/or the Documents shall not be deemed a waiver thereof, nor shall such failure in any way prevent Valeo from subsequently asserting or exercising such rights.

The Supplier shall make no reference to its commercial relations with Valeo without Valeo's prior, express authorization.

通知立即生效。

- 14.2 然有前述定, 供合同可在任何候由法雷奥独自酌定以提前三(3)个月面通知供商的形式依法当然地且无需任何其他手段止。

## 15. 适用法律和管

本一般条款的解和履行只适用中国的法律。

凡因本一般条款引起的或与之有关的任何争, 均在法雷奥的注册地址所在地的有管的法院解决。

## 16. 其他定

如果本一般条款的任何定被无效或不可制行, 其余定仍全面有效。

法雷奥在任何候不履行其在本一般条款、及/或文件下的利, 不得等利的放弃, 上述不履行也不得以任何方式妨碍法雷奥在此后主或行使等利。

供商未法雷奥事先明确授, 不得引述其与法雷奥的商系。

February 2005

2005年2月