



VALEO PURCHASING TERMS AND CONDITIONS – CHINA

Effective as of 31 December 2011

法雷奥采购通则 – 中国

2011年12月31日起生效

These Purchasing Terms and Conditions (the “Terms and Conditions”) apply to and are a part of all Purchase Orders and Supply Agreements (together, “Purchase Orders” and each a “Purchase Order”) issued by the Valeo Group entity named on such Purchase Order and/or its applicable affiliates, subsidiaries and divisions (together, “Valeo”).

这些采购条款和条件 (“条款和条件”) 适用于由采购订单命名的法雷奥集团和/或其适用的关联公司, 子公司和部门 (统称“法雷奥”) 发布的所有采购订单和供货协议 (合称“采购订单”和每一个“采购订单”), 并且是其一部分。

1. Offer; Acceptance; Exclusive Terms.

1. 要约; 承诺; 专用条款。

A. Each Purchase Order, including these Terms and Conditions, is an offer by Valeo to the party to whom the Purchase Order is addressed and that party's affiliates and subsidiaries (together “Seller”) to enter into a contract for the production, purchase and sale of the goods (including Tooling) and/or services specified in the Purchase Order and in any attachments, schedules, exhibits, requests for quotations, designs and drawings provided to Seller by Valeo (collectively, “Goods”). Each Purchase Order, including these Terms and Conditions, will be deemed accepted by Seller by Seller's shipment of Goods, performance of services, commencement of work on Goods, written acknowledgement, or any other conduct of Seller that recognizes the existence of a contract pertaining to the subject matter of the Purchase Order.

A. 每个采购订单, 包括这些条款和条件, 是一个由法雷奥发出的要约, 该要约系向采购订单接收人及其关联公司和分公司 (统称“卖方”) 发出的, 按照法雷奥向卖方提供的采购订单和所有附件、清单、样品、报价申请、设计和图样的指定, 为订立生产、采购和销售产品 (包括机具) 和/或服务 (统称“货物”) 的合约。每一个采购订单, 包括这些条款和条件, 通过卖方装运货物、提供服务、货物动工生产、书面确认、或卖家的其他任何行为承认了有关采购订单标的物的合同的存在, 将被视为卖方接受。

B. Seller's acceptance is expressly limited to these Terms and Conditions. Any purported acceptance of any Purchase Order on terms and conditions which attempt to modify, supersede, supplement or otherwise alter these Terms and Conditions will not be binding upon Valeo.

B. 卖方的承诺明确限于这些条款和条件。对任何采购订单的条款和条件的任何所谓的承诺, 试图修改、替代、补充或其他改变这些条款和条件, 将不会对法雷奥具有约束力。

2. Quantity and Duration.

2. 数量和持续时间。

A. Unless a Purchase Order specifies otherwise, the initial term of the Purchase Order begins on the effective date shown on the Purchase Order (the “Effective Date”) and continues for twelve (12) consecutive months following the Effective Date (the “Initial Term”). Thereafter, the Purchase Order will automatically be renewed for successive terms of twelve (12) months each (each a “Renewal Term”) unless Valeo provides Seller with a notice of non-renewal at least sixty (60) days prior to the end of the Initial Term or any Renewal Term.

A. 除非采购订单另有规定, 采购订单的初始期开始于采购订单上所表明的生效日期 (“生效日期”) 且延续至生效日期之后连续十二 (12) 个月 (“初始期”)。此后, 采购订单将自动续期每次十二 (12) 个月 (每一个“续订期”), 除非法雷奥在初始期限或任何续订期限届满前六十 (60) 天向卖方发出不再续期的通知。

B. Valeo, at its option, may extend the term of the Purchase Order for a period of up to six (6) months (as determined by Valeo) beyond the scheduled expiration date of the

B. 法雷奥, 根据自己的选择, 可能会在初始期或任何续订期 (如有) 计划的到期日之后延长采购订单一定期间, 长至

Initial Term or any Renewal Term (as applicable). This period is referred to as an **“Extended Term.”** Valeo will provide Seller with written notice of any Extended Term before the Initial Term or a Renewal Term expires. This written notice will specify the duration of the Extended Term. Prices in effect at the end of the Initial Term or Renewal Term and all other terms and conditions, including but not limited to price decreases as agreed between the parties, will remain in effect during the Extended Term.

C. From time to time, Valeo may provide Seller with estimates, forecasts or projections of its future volume or quantity requirements for the Goods and/or the term of a program (**“Projections”**). Projections are not binding on Valeo and Valeo makes no representation, warranty, guaranty or commitment regarding any Projections. Valeo will issue releases to Seller to specify the quantities needed, delivery locations and shipment dates for the Goods (each a **“Release”** and together **“Releases”**). Valeo will only be obligated to purchase quantities of Goods specified in a Release to the extent the Release provides a definite date, quantities and delivery locations on or by which delivery is required.

3. Price.

A. Prices charged for Goods will be stated in the Purchase Order and are not subject to increase for any reason including, but not limited to, increases in raw material or component costs, labor costs, or overhead costs. Prices may be subject to mandatory decreases if so provided in the Purchase Order. Seller is solely responsible for any and all transport and unloading charges and costs, customs charges and costs, taxes, tariffs, duties, insurance charges and costs, and any fiscal contribution related to the Goods, unless otherwise expressly stated in the Purchase Order.

B. Seller represents and warrants that the price charged to Valeo for the Goods is at least as low as the price charged by Seller to other buyers under conditions similar to those specified in the Purchase Order and that all prices comply with all applicable governmental laws and regulations in effect at the time of quotation, sale and delivery. Seller will ensure that the prices charged to Valeo for the Goods remains competitive with the price for similar goods available to Valeo from other sellers.

C. Seller will participate in Valeo's cost savings and productivity programs and initiatives and will implement Seller's own cost savings and productivity programs and initiatives to reduce Seller's prices.

4. Invoices.

A. All invoices and/or advance shipping notices for Goods shipped pursuant to each Purchase Order must reference the Purchase Order number, Purchase Order amendment or Release number, Valeo's part number, Seller's part number (if different), quantity of pieces in the shipment, number of cartons or containers, Seller's name, and bill of lading number.

B. All invoices and/or advance shipping notices for Goods shipped pursuant to each Purchase Order must include all information appearing in the Purchase Order which is necessary for identification and control of the Goods including, but not limited

六(6)个月(由法雷奥确定)。该期间被称为**“延长期”**。任何延长期, 会由法雷奥在初始期或续订期届满前, 向卖方提出书面通知。此书面通知会指定的延长期的期间。在初始期或续订期末的实际价格和所有其他的条款和条件, 包括但不限于各方同意的降价, 在延长期内将继续有效。

C. 不定期的, 法雷奥可向卖方提供未来货物和/或项目期限的估计、预测或计划的容量或数量要求(**“计划”**)。法雷奥不受计划约束, 同时, 法雷奥不对任何计划做声明、保证、担保或承诺。法雷奥将向卖方发出供货指令, 指定所需的数量、交货地点和货物装运日期(每一个**“供货指令”**, 共同为**“供货指令”**)。供货指令中指定的货物数量, 法雷奥对在要求送货的确定日期之前或当天送达的, 并注明数量和送达地点负有购买的义务。

3. 价格。

A. 货物价格将在采购订单中规定, 且不会因任何原因而增加, 包括但不限于: 原材料或组件成本、劳动力成本, 或营业间接成本的增加。若在采购订单中有约定, 则价格可遭受强制性下跌。除非在采购订单中另有明文规定, 卖方全权负责任何及所有的运输和装卸费用和成本、海关费用和成本、税收、税费、关税、保险费用和成本、并与货物有关的任何财政费用。

B. 卖方声明并保证, 向法雷奥提供的货物价格, 至少与卖方, 依据采购订单中记载的类似条件, 向其它买家的报价一样低; 所有价格符合在报价、销售和交付时所有适用的有效的政府法律和法规。卖方将确保, 与其他卖家提供给法雷奥的同类货物价格相比, 其向法雷奥提供的货物价格保持竞争力。

C. 卖方将参加法雷奥的成本节约和生产效率方案和举措, 并将实施卖方自己的成本节约和生产效率方案和举措, 以减少卖方价格。

4. 发票。

A. 根据每个采购订单运送的货物的所有发票和/或提前发货通知, 必须注明采购订单编号、采购订单修订或供货指令编号、法雷奥一方的编号、卖方的编号(如有不同)、装运数量、纸箱或集装箱号码、卖方的名称、和提单号码。

B. 根据每个采购订单运送的货物的所有发票和/或提前发货通知, 须包括采购订单中的所有的信息, 该信息是识别和控制货物所必需的, 包括但不限于任何有关税务当局或根据任何适用

to, information required by any applicable taxing authority or under any applicable tax law or regulation, and any applicable import declaration number, and/or other required information.

C. Seller will provide all invoices and/or advance shipping notices for Goods shipped pursuant to each Purchase Order to Valeo at the invoicing address identified in the Purchase Order.

D. No invoice may reference any term separate from or different than these Terms and Conditions or the terms in the Purchase Order. Valeo reserves the right to return all invoices or related documents submitted incorrectly. Any payment by Valeo of a nonconforming invoice is not an acceptance of any non-conforming element or terms on such invoice.

5. Payment Terms.

A. Unless otherwise stated in the Purchase Order, Seller's invoices will be payable on the tenth (10th) day of the first full month following ninety (90) days after the date of Valeo's receipt of the (i) Goods or (ii) Seller's invoice for such Goods, whichever is later. For example, if Goods are received by Valeo on December 31 and Seller's invoice for such Goods is received by Valeo on January 1, then Valeo's payment for such Goods will be due on May 10. All payments will be made by electronic funds transfers. If a payment date falls on a non-business day, payment will be made on the following business day. No payment will be due from or made by Valeo prior to Valeo's receipt of (i) the Goods corresponding to such payment and (ii) Seller's invoice in accordance with Section 4.

B. Notwithstanding the particular payment terms applicable to a Purchase Order: (i) in no event will Seller have a right to payment for Tooling before Valeo is paid by its customer for such Tooling; (ii) and Valeo may, at its option, upon written notice to Seller, revise its payment terms for Goods to take into account any change in the payment terms of Valeo's customer(s) applicable to the Goods. "**Tooling**" means, collectively, all tooling, dies, test and assembly fixtures, gauges, jigs, patterns, casting patterns, cavities, molds, and documentation (including engineering specifications and test reports) used by Seller in connection with its manufacture and sale to Valeo of the Goods.

C. Any amount paid by Valeo for Goods will not be deemed to be a waiver of any breach of the Purchase Order by Seller or any amount otherwise due to Valeo. Any waiver by Valeo of any breach by Seller on one occasion will not preclude Valeo from seeking any recovery from Seller, nor will it preclude Valeo from terminating the Purchase Order for, or constitute a waiver of, any other breach at another time.

D. Valeo may, at any time in its sole discretion, remit payments directly to Seller's subcontractors or suppliers for materials, parts, components, and other goods and services ordered by Seller from such subcontractors or suppliers in connection with Seller's production of the Goods. If Valeo makes such direct payments to Seller's subcontractors or suppliers, Seller hereby agrees that Valeo will permanently reduce its next

的税收法律或法规所要求的信息，以及任何适用的进口报关单号，和/或其他要求的信息。

C. 根据每个采购订单运送的货物的所有发票和/或提前发货通知，卖方将按照采购订单中确定的发票地址，向法雷奥提供。

D. 任何条款，独立于或有别于本条款和条件或采购订单中之条款的，不可在发票记载。法雷奥有权退回所有的未正确提交的发票或有关文件。法雷奥对一张不合格发票的任何支付，不作为对该发票上的不符合部分或条款的接受。

5. 付款条件。

A. 除非在采购订单中另有说明，法雷奥收到 (i) 货物或 (ii) 卖方就货物开出的发票，当月底起九十 (90) 天之后的第 10 天 (以两者间较晚发生的为准)，卖方发票将成为应付。举例而言，如果法雷奥 12 月 31 日收到货物，法雷奥在 1 月 1 日收到卖方开出的发票，则法雷奥就上述货物的应付款日为 5 月 1 日。所有的款项都将通过电子资金转账。如果付款日期不是工作日，则款项将于下一个工作日支付。在法雷奥收到 (i) 由应付款相对应的货物及 (ii) 卖方按照第 4 条开具的发票之前，法雷奥不存在也不会支付任何价款。

B. 尽管一个采购订单可能适用特殊的付款条件：(i) 在任何情况下，在法雷奥从其客户处收到机具的价款之前，卖方无权要求支付该机具价款；(ii) 法雷奥可能，按自己的选择，在向卖方发出书面通知时，根据法雷奥的客户对付款条件的所做的任何更改，修改其对货物的付款条件。“**机具**”统指卖方制造并向法雷奥销售其货物时使用的所有机床、模具、测试和组装的固定装置、仪表、夹具、制图、铸造模型、模腔、模子和文件 (包括工程规范和测试报告)。

C. 法雷奥对货物的所支付的任何款项将不视为其对卖方任何违反采购订单行为的弃权，也不视为对法雷奥其他任何应付款项的承认。法雷奥放弃任何一次卖方违约的追究，不妨碍法雷奥向卖方请求恢复，也不会妨碍法雷奥因此终止采购订单，且不会构成对其他时间发生的其他任何违约的弃权。

D. 法雷奥可能，在任何时间根据其单方的自由裁量，将款项直接汇给卖方的分包商或原材料、零部件、组件的供应商，和其他与卖方生产货物有关并接受卖方订单的其他货物和服务分包商或供应商。如果法雷奥进行上述直接付款至卖方的分包商或供应商，卖方在此同意法雷奥按照所有上述直接支付的价款金额将永

payments to Seller for the Goods by the amount of all such direct payments.

E. If a customer of Valeo directs, recommends or requests that Seller be Valeo's source for the Goods: (i) payment from Valeo, for the Goods, will be due to Seller only after, to the extent of, and in proportion to Valeo's actual receipt of payment from such customer for Valeo's component parts or assembled goods into which the Goods are incorporated; (ii) any extension of such customer's payment terms to Valeo for Valeo's component parts or assembled goods into which the Goods are incorporated will automatically extend, by the same amount of time, the payment terms between Valeo and Seller; and (iii) within three (3) business days following any reduction in price or change in other terms with respect to the Goods negotiated or proposed between Seller and Valeo's customer, Seller will notify Valeo, in writing, of such reduction or change. Seller will also immediately adjust its invoices to reflect any price reduction. No change in other terms (except price reductions) will be binding on Valeo without Valeo's prior written consent.

6. Quality. Seller will meet all quality requirements of Valeo and all quality requirements of Valeo's customer(s). Seller will assure that all Goods conform to all specifications, standards, drawings, samples and descriptions including, without limitation, as to quality, performance, fit, form, function and appearance under the Purchase Order. Seller is responsible for the quality, performance, fit, form, function and appearance of all Goods and components and sub-components provided by any sub-tier and subcontractor manufacturers and suppliers used by Seller. Seller will, at its expense, furnish, keep in good condition, and replace when necessary all Tooling, machinery and equipment and other items necessary for the production of the Goods.

7. Delivery; Premium Shipping Costs; Risk of Loss.

A. Deliveries will be made in quantities and at the times specified on the Purchase Order or on Releases. Time and quantity of delivery are of the essence of each Purchase Order and Release. Seller will adhere to shipping directions specified on the Purchase Order or Releases. Except as otherwise specified by Valeo in the Purchase Order or Releases, delivery of the Goods shall be made on DDP terms (INCOTERMS 2010) in Valeo's warehouse, Seller will be fully responsible for all transport and unloading costs, customs charges, duties and related costs and expenses, insurance costs and all risks of loss, until the time of Valeo's final receipt of the Goods according to these Terms and Conditions. Valeo will not be required to make payment for Goods delivered to Valeo that are in excess of quantities and delivery schedules specified in Valeo's Releases or in a Purchase Order.

B. Premium or payment for shipping expenses or freight expenses and/or other related expenses or costs (including but not limited to any insurance expenses and any applicable national, provincial and local taxes, duties, charges, tariffs and fees) necessary to meet delivery schedules set forth in Releases will be Seller's sole responsibility unless: (i) the delay or expense was solely the result of actions by Valeo which materially breach Valeo's obligations in the Purchase Order (if such material breach was not caused by Seller); and (ii) Seller provides Valeo with written notice of any claim against Valeo within ten (10) days after the occurrence of the alleged actions of Valeo giving rise to such claim.

久性地减少其向卖方下一次货物的价款。

E. 如果法雷奥的客户指示、建议或要求，卖方是法雷奥的货物的来源：(i) 货物价款将在，法雷奥实际收到该客户的对该货物所构成的法雷奥的组件部分或组合的货物的价款后，在收到的价款范围内，按照比例支付给卖方；(ii) 该客户的对该货物所构成的法雷奥的组件部分或组合的货物的任何付款延期，同样的时间，将自动适用于法雷奥和卖方之间的付款时间延期；(iii) 若卖方和法雷奥的客户协商或提议的货物出现任何降价或其他条款的改变，则自变动之日起三(3)个工作日内，卖方以书面形式通知法雷奥该降价或改变。卖方也将立即调整其发票，以反映任何价格降低。在法雷奥事先书面同意的情况下，其他条款的改变(降价除外)对法雷奥无约束力。

6. 质量。 卖方将满足法雷奥和所有法雷奥的客户的客户要求。卖方将保证所有货物都符合采购订单记载的所有说明、标准、图样、样品和描述，包括但不限于：质量、性能、适合度、形式、功能和外观。卖方对所有货物和部件和其使用的任何下属机构、分包商、制造商和供应商提供的子部件的质量、性能、适合度、形式、功能和外观负责。卖方将自担费用，提供、保持良好状态，并在必要时更换货物生产所必需的所有模具、机械设备和其他物件。

7. 交货；运输保险费用；损失风险。

A. 交付应按照采购订单或供货指令所指定的数量在指定的时间进行。交货时间和数量是每个采购订单和供货指令的关键条款。卖方将遵照采购订单或供货指令上指定的运输指示。除法雷奥在供货指令或采购订单中另行规定的外，货物的送达应根据2010版《国际商会国际贸易术语解释通则》中DDP贸易术语，完税后在法雷奥仓库交货，由卖方承担根据本条款和条件规定的最终收货前的所有运输和卸货费用、海关税费以及相关的成本和开支、保险费用和承担一切风险。对于超过采购订单或供货指令指定的数量和交付时间表的货物，法雷奥将无须支付价款。

B. 海运费用或其他运输费用或运输保险费用和/或其他相关费用或成本(包括但不限于任何保险费及任何适用的国家、省、州及地区的税收、义务、收费、关税及支出)必须满足供货指令中规定的交付时间表，且将由卖方单方负责，除非：(i) 该延误或费用是完全由法雷奥对采购订单重大违约行为造成(如果该重大违约不是由卖方引起的)；及(ii) 在法雷奥引起索赔的行为发生后十(10)天内，卖方向法雷奥发出针对法雷奥的索赔的书面通知。

C. Notwithstanding any agreement concerning payment of freight expenses, delivery will not have occurred and the risk of loss will not have shifted to Valeo until the Goods have been received at the specified delivery location and have been accepted by Valeo at that location. Risk of loss for Goods shall pass to Valeo at the time and point of proper delivery and release of the Goods to Valeo at the specified delivery location in accordance with the shipment terms and Seller shall arrange for domestic transportation, insurance and delivery to the designated port, site or location as may be specified in the applicable Purchase Order or in accordance with the Terms and Conditions.

8. Intellectual Property.

A. Intellectual Property Rights. The term “**Intellectual Property Rights**” means inventions, patents (including utility patents and design patents), trade secrets, trademarks, service marks, trade dress, industrial designs, mask works, copyrights, know-how, software, data base rights and other proprietary rights. The term “**Background Intellectual Property Rights**” means the Intellectual Property Rights of either Valeo or Seller existing prior to an applicable Purchase Order, as well as any improvements thereto, excluding the Foreground Intellectual Property Rights. The term “**Foreground Intellectual Property Rights**” means any and all Intellectual Property Rights developed for incorporation into the Goods that are either developed by Valeo alone, by Valeo and Seller jointly, or by Seller alone as requested by Valeo in connection with any Purchase Order. Foreground Intellectual Property Rights do not include any Background Intellectual Property Rights.

B. Background Intellectual Property Rights. Each party will retain exclusive ownership of its Background Intellectual Property Rights. Valeo does not transfer to Seller any of its Background Intellectual Property Rights, and Seller may not use the same other than to produce and supply Goods to Valeo. Except as stated in this Section 8.B, Seller does not transfer to Valeo any Background Intellectual Property Rights of Seller, other than Seller grants to Valeo and its customers the right to resell Goods or incorporate Goods purchased from Seller in vehicles, component parts or assemblies and to sell the same to Valeo’s customers. Upon termination or expiration of a Purchase Order, Seller grants to Valeo an irrevocable, non-exclusive worldwide license, with the right to grant sublicenses, to use Seller’s Background Intellectual Property Rights relating to the terminated or expired Purchase Order, subject to Section 40 of these Terms and Conditions, to produce, use, sell and to obtain, from alternate sources, products and services similar to the Goods (including related systems and components). There will be no fee for this license.

C. Foreground Intellectual Property Rights. All Foreground Intellectual Property Rights are owned by Valeo and not by Seller. Seller hereby confirms the same and assigns to Valeo all of Seller’s right, title and interest in and to all Foreground Intellectual Property Rights that are developed or created in the course of performing any Purchase Order (separately or as part of any Goods). To the extent that any Foreground Intellectual Property Rights are copyrightable works or works of authorship (including, but not limited to, computer programs, technical specifications, documentation and manuals). Seller may only use the Foreground Intellectual Property Rights to produce and supply

C. 不管存在何种有关运费支付的协议，除非法雷奥在指定的交货地点收到并接受该货物，否则交付将不会发生，货物损失的风险也将不会有转移到法雷奥。根据海运条款，货物损失风险在向法雷奥放货及适当送达到约定送达地点的时间点即转让给法雷奥且卖方将安排当地运输，保险并将根据供货指令或采购订单中可能具体约定的指定码头，场所或地点安排送货。

8. 知识产权。

A. 知识产权。“**知识产权**”一词是指发明、专利（包括实用新型专利和外观设计专利）、商业秘密、商标、服务标记、商业外观、工业设计、掩膜作品、著作权、技术诀窍、软件、数据库权利和其他专属权利。“**背景知识产权**”是指在现有适用的采购订单，以及对此的任何改进之前，法雷奥或卖方存在的知识产权，不包括前景知识产权。“**前景知识产权**”是指开发用于容入货物的任何及所有知识产权，其或者是由法雷奥独自开发，或者是由法雷奥和卖方共同开发，或者是卖方应法雷奥要求，与采购订单有关，卖方单独开发的。前景知识产权不包括任何背景知识产权。

B. 背景知识产权。每一方都将保留其对背景知识产权的独占所有权。法雷奥不向卖方转让任何它的背景知识产权，卖方不得将相同的背景知识产权用于向法雷奥生产和供应货物之外的目的。除非依据第 8 条 B 款中规定，卖方不向法雷奥转移任何卖方的背景知识产权，除了卖方允许法雷奥及其客户有权转售货物，或将从卖方处购买的货物装入车辆、部件或组合件并将它们卖给法雷奥的客户。一个采购订单终止或期满时，卖方授予法雷奥一个有权授予从属许可的，不可撤销的，非排他性的全球许可，许可其有权使用与被终止或期满采购订单相关的卖方的背景知识产权，根据本条款和条件第 40 条，生产、使用、销售、并从其他来源获得与货物类似的产品和服务（包括相关系统和部件）。此许可证将不收取费用。

C. 前景知识产权。所有的前景知识产权由法雷奥，而不是卖方所有。卖方特此确认，并向法雷奥转让，在任何采购订单履行过程中，开发或者创造的前景知识产权（单独的或作为任何货物的一部分）之上的，所有卖方的权利、头衔和利益。在一定程度上，任何前景的知识产权受版权保护的作品或作品的著作权（包括但不限于计算机程序，技术规范，文件和手册）。卖方只可将该前景知识产权用于向法雷奥生产和供应货物。

Goods to Valeo.

D. Seller warrants that all Goods covered by each Purchase Order do not and will not infringe upon, violate or misappropriate the Intellectual Property Rights of any third party. Seller: (i) will defend, hold harmless and indemnify Valeo and its customers against all claims, demands, losses, suits, damages, liability and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) arising out of any lawsuit, claim, demand or action for actual or alleged direct or contributory or vicarious infringement of, or inducement to infringe, any Intellectual Property Right arising under the laws of the People's Republic of China ("China") and/or the United States, or any other applicable nation by reason of the manufacture, use, sale, offering for sale, importation or distribution of the Goods (including such claims where Seller has provided only part of the Goods); and (ii) waives any claim against Valeo and its customers, including any hold-harmless or similar claim, whether known or unknown, contingent or latent, in any way related to a claim asserted against Seller or Valeo for infringement of any Intellectual Property Rights, including claims arising out of compliance with specifications furnished by Valeo.

E. Seller will not assert or transfer to any third party a right to assert against Valeo or its customers any Intellectual Property Rights that Seller has or may have that are applicable to the Goods used or furnished under the Purchase Order.

F. Seller will not sell or otherwise dispose of any Goods that incorporate any Intellectual Property Rights of Valeo to any party other than Valeo unless specifically authorized by Valeo in advance and in writing.

9. Warranty.

A. Seller warrants that all Goods covered by each Purchase Order will conform to all specifications, standards, drawings, samples and/or descriptions, quality requirements, performance requirements, and fit, form and function requirements furnished to Seller by Valeo, and all industry standards, laws and regulations in force in countries where the Goods or vehicles equipped with such Goods are to be sold. Seller warrants that all Goods will be merchantable, safe, of good material and workmanship and free from defects. In addition, Seller acknowledges that Seller knows of Valeo's intended use of the Goods and expressly warrants that all Goods will be fit and sufficient for the particular purpose intended by Valeo.

B. Seller warrants that Seller will convey good title to the Goods to Valeo, free and clear of all liens, claims, interests and other encumbrances.

C. All warranties will be effective for the longer of (i) the period provided by applicable law or (ii) the warranty period provided by Valeo to its customer; provided, however, that if Valeo or its customer, voluntarily or pursuant to a government mandate, makes an offer to owners of vehicles (or other finished products) on which the Goods or any parts, components or systems incorporating the Goods are installed to provide remedial action to address a defect or condition that relates to motor vehicle safety or the failure of the vehicle to comply with any applicable law,

D. 卖方保证每个采购订单所涉及的所有货物现在不会，将来也不会侵犯、违反或盗用任何第三方的知识产权。卖方：
(i) 将保卫，保护和保障法雷奥及其客户，免于因制造、使用、销售、提供销售、进口或分销该货物（包括卖方只提供了部分货物而引起的索赔）所造成的，实际的或声称的，直接的或混合的或替代侵权，或引诱侵犯，中华人民共和国（“中国”）及/或美国或其他任何适用的国家的任何知识产权所导致的，任何刑事诉讼、索赔、要求或诉讼所产生的，一切索赔、要求、损失、诉讼、损害赔偿、责任和费用（含律师、专家和顾问、和解和判断的实际费用）；同时
(ii) 放弃对法雷奥及其客户的任何索赔，包括任何无害持有或类似的主张，无论是已知或未知的，或然的或潜在的，以任何方式宣称对卖方或法雷奥侵犯任何知识产权的索赔，包括因遵照由法雷奥提供的指定而引起的索赔。

E. 卖方将不能向法雷奥主张或向任何第三方转让其对法雷奥或其客户的主张任何卖方拥有的或可能拥有的，适用于采购订单项下使用或提供的货物的知识产权的权利。

F. 除非有法雷奥的事先书面特别授权，卖方不得将任何具有法雷奥知识产权的货物，出售或以其他方式处置给法雷奥之外的其他任何一方。

9. 保证。

A. 卖方保证每个采购订单所涉及的所有货物将符合由法雷奥提供给卖方所有规格、标准、图纸、样品和/或说明、质量要求、性能要求、并且合适、形式和功能要求，以及货物或装备有该货物车辆拟销售国家的，所有的现行的行业标准、法律和法规。卖方保证所有货物将可买卖、安全、由良好的材料和工艺制作，且无缺陷。此外，卖方确认，卖方知道法雷奥对该货物的计划用途，并明确保证，法雷奥旨在特定用途的所有货物将是适合的且充足的。

B. 卖方保证卖方会将货物无瑕疵的所有权转让给法雷奥，没有且不承担任何留置权、索赔、利益和其他权利负担。

C. 所有的保证将按照下列期限中最长者保持有效：
(i) 适用法律规定的期限或 (ii) 由法雷奥提供其客户的保证期限；但是，如果法雷奥或其客户，自愿或根据政府的命令，向车辆的所有者（或其他制成品）提供，针对一个有关机动车安全或缺陷或状况，或者该车辆未执行任何适用法律、安全标准或准则的补救措施，无论是有关召回活动或其他顾客补偿或纠正服务行动（“补救

safety standard or guideline, whether in connection with a recall campaign or other customer satisfaction or corrective service action (a “**Remedial Action**”), the warranty will continue for such time period as may be dictated by Valeo’s customer or the national, provincial, local or foreign government where the Goods are used or provided. Notwithstanding any expiration of a warranty period set forth in this Section 9, Seller will nonetheless be liable for costs and damages associated with any Remedial Action to the extent that such Remedial Action is based upon a reasonable determination that the Goods fail to conform to the warranties set forth in the Purchase Order. Where applicable, Seller will pay all reasonable expenses associated with determining whether a Remedial Action is necessary, including but not limited to any consequential damages suffered by Valeo or its customers.

D. All warranties are intended to provide Valeo with protection from any and all warranty claims brought against Valeo by its customer. This includes, but is not limited to, meeting any customer-required warranties relating to the Goods or products into which the Goods are incorporated. All such customer-required warranties are incorporated by reference.

E. The warranties provided for in this Section 9 are in addition to all other warranties, express, implied or statutory, and will survive Valeo’s inspection, test, delivery, acceptance, use and payment of and for the Goods, and inure to the benefit of Valeo, its successors and assigns, and Valeo’s customers and the users of Valeo’s or its customers’ products. The warranties provided for in this Section 9 may not be limited or disclaimed by Seller. Valeo’s approval of Seller’s designs, materials, processes, drawings, specifications or the like will not be construed to relieve Seller of any warranties, nor will a waiver by Valeo of any required specification as to any particular Goods constitute a waiver of any such requirements for the remaining Goods to be delivered unless so stated by Valeo in writing.

F. Seller will immediately notify Valeo in writing if Seller learns of any facts, circumstances or conditions, the existence of which causes or threatens to cause imminent breach of any warranties or interruption in Seller’s production of Goods.

G. To mitigate its damages, Valeo may defend any claim that any Goods supplied by Seller are defective, in breach of warranty, or otherwise do not meet applicable legal or contractual requirements because such customer may attempt to hold Valeo responsible for problems caused in whole or in part by Seller. Such defense is in the interest of both Seller and Valeo. Seller waives the right to argue that the fact that Valeo took any such position in any way limits Valeo’s right to assert a claim against Seller by Valeo for breach of warranty, contribution, indemnification or other claim that may arise from or be related to the subject matter of any of the foregoing.

10. Indemnification.

A. Seller covenants and agrees to indemnify and hold harmless Valeo and its respective directors, officers, employees and agents from any claims, liabilities, damages (including actual, special, consequential, punitive and exemplary damages), costs and expenses (including actual fees for

行动”), 而在该车辆上装配有货物或任何具有该货物的任何部分、部件或系统, 则根据法雷奥客户或国家、省、地方政府或有货物使用或提供外国政府的指令, 该保证将持续这样的一段时间。不论第九条如何规定保证期满的情况, 若基于货物不符合采购订单规定之保证的合理判断, 而采取补救行动, 则就此而言, 卖方将仍然承担任何补救行动的范围内导致的费用和损失。在适用的情况下, 用于确定补救行动是否有必要的所有合理费用, 包括但不限于法雷奥或其客户遭受的任何相应伤害, 将由卖方支付。

D. 所有保证的目的是向法雷奥提供保护, 使其免受由法雷奥客户提起的任何和所有保证索赔。这包括但不限于, 满足客户要求的与货物或具有货物的产品有关的任何保证。所有这些客户要求的保证作为参考纳入。

E. 在这第 9 条提供的保证是除了所有其他的, 明示、默示或法定的保证之外的保证。该保证将经历法雷奥对货物的检查、测试、交付、接受、使用和付款而继续存在。该保证的适用有益于法雷奥、其继承者和受让者, 和法雷奥的客户, 法雷奥及其客户产品的用户。在这第 9 条提供的保证不可由卖方设限或由卖方拒绝。法雷奥对卖方的设计、材料、流程、图纸、规格或类似的批准不得解释减免卖方的任何保证, 法雷奥对任何特定货物任何所需的规格的取消也不构成对任何其余交付货物的任何此类要求的取消, 除非法雷奥作如此的书面说明。

F. 如果卖方获知任何事实、情况或状况, 其存在会造成或预示即将造成任何保证违约或卖方的货物生产中断, 则卖方应立即书面通知法雷奥。

G. 由于对于全部或部分由卖方造成的问题, 该客户可能会试图坚持要求法雷奥负责, 为了减轻其损害, 对于卖方提供的任何货物有瑕疵、违反保证、或以其他不符合适用的法律或合同的要求而引起的任何索赔, 法雷奥可进行辩护。该辩护是为卖方和法雷奥两者的利益。因违反保证、贡献、赔偿或可能引发自上述任何争议事项或者是与之相关的其他索赔, 对于法雷奥以任何方式采取任何这样的立场限制法雷奥向卖方索赔的权利的事实, 卖方放弃争辩的权利。

10. 补偿。

A. 卖方承诺并同意补偿并使法雷奥和其各个董事, 高级职员, 雇员和代理免受任何索赔、债务、损害赔偿 (包括实际的, 特殊的、间接的、惩罚性和惩戒性损害赔偿)、成本和费用 (

attorneys, experts and consultants, settlement costs and judgments) incurred in connection with any claims (including lawsuits, administrative claims, regulatory actions and other proceedings to recover for personal injury or death, property damage or economic losses of any kind) that are related in any way to or arise in any way from the Goods, Seller's representations, Seller's performance of or failure to perform obligations under any Purchase Order, including claims based on Seller's breach or alleged breach of warranty (whether or not the Goods have been incorporated into Valeo's products and/or resold by Valeo) and claims for any violation of any applicable law, ordinance or regulation or government authorization or order. Seller's indemnification obligations will apply even if Valeo furnishes all or a portion of the design and specifies all or a portion of the processing used by Seller.

B. If Seller performs any work on Valeo's premises or utilizes the property of Valeo, whether on or off Valeo's premises, Seller will indemnify and hold harmless Valeo, its affiliates and subsidiaries, and their respective directors, officers, employees and agents from and against any liabilities, claims, demands or expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) for damages to the property of Valeo or injuries (including death) to its employees or any other person arising from or in connection with Seller's performance of work or use of Valeo's property except to the extent any such liability, claim or demand arises solely from the gross negligence of Valeo.

C. Valeo will notify Seller after Valeo becomes aware of the basis for a claim against Seller under this Section 10. Seller will immediately begin to work cooperatively with Valeo to determine the root cause of a defect in or failure of the Goods (and related systems and components).

11. Changes.

A. Valeo reserves the right at any time to direct changes, or cause Seller to make changes, to the Goods under any Purchase Order or Purchase Order amendment including, but not limited to, changes in the design (including drawings and specifications), processing, methods of packing and shipping and the date or place of delivery of the Goods covered by the Purchase Order or to otherwise change the scope of the work covered by the Purchase Order including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Price and/or timing for delivery of Goods resulting from changes pursuant to this Section will be equitably adjusted by Valeo following Valeo's receipt from Seller of sufficient documentation regarding Seller's costs and/or production timing resulting from such changes.

B. Any change (i) in subcontractors of Seller or suppliers of Seller, or (ii) in the processes or procedures used by Seller in its production of Goods, or (iii) the fit, form, function or appearance of Goods, must be approved by Valeo in advance and in writing. If Seller purchases materials, parts or components used in Seller's production of Goods from any suppliers or subcontractors, any change (i) in the processes or procedures used by Seller's suppliers or subcontractors in the production of such materials, parts or components, or (ii) the fit, form, function or appearance of such materials, parts or components, must be approved by Valeo in advance and in writing. Any requests for

包括律师、专家和顾问、和解和判断的实际费用) 源于, 以任何方式相关于或任何方式产生于货物、卖方声明、卖方的履行或未能履行任何采购订单的义务的任何索赔(包括诉讼、行政诉讼、监管行为和其他法律程序追讨人身伤害或死亡、财产损失或任何种类的经济损失), 包括基于卖方的违约或涉嫌违反保证(不论货物是否已经被装入法雷奥的产品和/或由法雷奥转售)和因任何违反任何适用的法律, 条例或法规或政府授权或命令的索赔。即使法雷奥提供了全部或部分的设计, 并指定卖方使用的全部或部分工艺流程, 卖方的保障责任也将适用。

B. 如果卖方在法雷奥的场所的执行任何工作或利用法雷奥的财产, 不论法雷奥的场所是否关闭, 卖方将保障和并使法雷奥, 其关联企业和分公司, 以及它们的各个董事、高级职员、雇员和代理免受任何责任、索赔、要求或费用(包括律师、专家和顾问、和解和判断的实际费用)源于对法雷奥的财产损失或对其雇员或任何其他产生伤害(包括死亡)由卖方执行工作或使用法雷奥的财产产生或与之相关, 除非任何此类责任、索赔或要求完全因为法雷奥的重大过失的引起。

C. 根据第 10 条, 法雷奥知道针对卖方索赔的依据后, 法雷奥将通知卖方。卖方将立即开始配合法雷奥工作, 以确定货物(和相关系统和部件)缺陷或失败的根本原因。

11. 变更。

A. 法雷奥有权在任何时候直接修改, 或促使卖方进行更改, 任何采购订单或采购订单的修订下的货物, 包括但不限于: 变更设计(包括图纸和规格)、工艺流程、包装和运输方式以及采购订单项下货物的交付日期和地点, 或其他改变对采购订单的工作范围, 包括与检验, 测试或质量控制等事项方面的工作。卖方同意及时作出这样的变化。根据本条规定的变化, 所引起的新的价格和/或货物交付时间, 在法雷奥收到足够的关于卖方由于变化产生的成本和/或生产时间变化的文件后, 由法雷奥公平的调整。

B. 以下变更必须经法雷奥事先书面同意: (i) 来自卖方的分包商或供应商的任何变化, 或(ii) 产生于卖方生产货物所采用的进程或程序的任何变化, 或(iii) 货物的适合度、外形、功能或外观的任何变化。如果卖方向任何供应商或分包商购买用于货物生产的材料、部件或组件, (i) 卖方供应商或分包商生产该材料、部件或组件所采用的进程或程序的任何变化, 或(ii) 该材料、部件或组件的适合度、外形、功能或外观的任何变化, 也必须经法雷奥的事先书面同意。法雷奥具有批准或拒绝卖方或卖方的供应

such changes by Seller or Seller's suppliers or subcontractors may be approved or denied by Valeo in its sole discretion.

12. Financial and Operational Condition of Seller. Seller represents and warrants to Valeo as of the date of each Purchase Order that it is not insolvent and is paying all debts as they become due; that it is in compliance with all loan covenants and other obligations; that all financial information provided by Seller to Valeo concerning Seller is true and accurate; that such financial information fairly represents Seller's financial condition; and that all financial statements of Seller have been prepared in accordance with generally accepted accounting principles, uniformly and consistently applied.

13. Seller's Insolvency. Valeo may immediately terminate each Purchase Order without any liability of Valeo to Seller upon the occurrence of any of the following or any other similar or comparable event: (i) insolvency of Seller; (ii) Seller's inability to promptly provide Valeo with adequate and reasonable assurance of Seller's financial and operational capability to perform timely any of Seller's obligations under any Purchase Order; (iii) filing of a voluntary petition in bankruptcy by Seller (or a comparable insolvency event); (iv) filing of an involuntary petition in bankruptcy against Seller (or a comparable insolvency event); (v) appointment of a receiver or trustee for Seller/Seller's assets; or (vi) execution of any assignment for the benefit of creditors of Seller.

14. Remedies for Breach by Seller.

A. Without limiting any of Valeo's rights and remedies at law or in equity (all of which are preserved), should any Goods fail to conform to any applicable warranties, Seller will reimburse Valeo for any and all actual, special, incidental and consequential damages caused by nonconforming Goods including, without limitation, costs, expenses and losses incurred by Valeo: (i) in inspecting, sorting, testing, repairing or replacing such nonconforming Goods; (ii) resulting from production interruptions; (iii) in conducting Remedial Actions; and (iv) in connection with claims for personal injury (including death) or property damage caused by nonconforming Goods.

B. Seller acknowledges and agrees that money damages will not be a sufficient remedy for any actual, anticipatory or threatened breach of any Purchase Order by Seller with respect to Seller's delivery of Goods to Valeo and that, in addition to all other rights and remedies which Valeo may have, Valeo will be entitled to specific performance and temporary, preliminary and permanent injunctive and other equitable relief as a remedy for any such breach, without proof of actual damages and without bond or other security being required.

15. Termination.

A. Valeo's Right to Terminate for Cause. Valeo may terminate immediately all or any part of each Purchase Order, without any liability of Valeo to Seller, if Seller: (i) repudiates, breaches or threatens to repudiate or breach any of the terms of the Purchase Order including, without limitation, Seller's warranties provided in these Terms and Conditions; (ii) fails to perform or deliver Goods as and when specified by Valeo; (iii) fails to provide Valeo with adequate and reasonable

商或分包商提出的此种变化的任何请求的最终决定权。

12. 卖方的财务和经营状况。 卖方向法雷奥声明和保证每个采购订单日，卖方没有资不抵债，支付了所有的到期债务；卖方遵守所有贷款契约及其他义务；卖方向法雷奥提供的所有有关卖方的财务资料是真实、准确的；该财务信息，如实反映了卖方的财务状况；卖方的所有财务报表已经始终如一地按照公认的会计原则编制。

13. 卖方破产。 发生任何下列的或任何其他相同或类似事件时，法雷奥可立即终止每个采购订单，且法雷奥对卖方承担任何责任：(i) 卖方破产；(ii) 卖方不能以及时向法雷奥提供，有关卖方及时履行任何采购订单下任何卖方义务的财务和业务能力的足够和合理的保证；(iii) 卖方自愿提出一个破产申请（或类似的破产事件）；(iv) 非卖方自愿提出的一个针对卖方的破产申请（或类似的破产事件）；(v) 任命卖方/卖方资产托管人或受托人的；或(vi) 为卖方债权人利益执行任何分配。

14. 卖方违约的补救。

A. 不限制在法律上或权益（所有这些都保存）法雷奥的任何权利及补救，任何货物不符合任何适用的保证，卖方将偿还法雷奥由不合格的货物造成任何和所有的实际的、特殊的、附带的及相应的损害，包括但不限于：法雷奥产生的成本、费用和损失：(i) 产生于检查、分类、测试、维修或更换该不合格货物过程中；(ii) 由生产中断导致的；(iii) 在开展补救行动过程中及(iv) 与不合格货物所造成的人身伤害（包括死亡）或财产损失索赔有关的。

B. 卖方承认且同意，由卖方造成的任何实际的、预期的或即将发生的对任何采购订单，有关卖方向法雷奥交付货物的违约，金钱赔偿将不足以弥补；除了法雷奥可享有的所有其他权利和补救，无需提供实际损失的证据，且无需提供保证或其他担保，法雷奥将有权要求具体履行和暂时的、初步的和永久的禁令或其他合理的补救措施作为对上述违约的救济。

15. 合同解除。

A. 法雷奥因理由的解除权。 法雷奥可立即解除每个采购订单的全部或任何部分，法雷奥无需向卖方承担任何责任，如果卖方：(i) 拒绝履行、违反或威胁拒绝履行或违反任何采购订单的条款，包括但不限于：卖方在此条款和条件中提供的保证；(ii) 未按照法雷奥的指定的要求和时间履行或交付货物；(iii) 未能向法雷奥提供，有关卖方能够及时履行任何采购订单下任何卖方义

assurance of Seller's ability to perform timely any of Seller's obligations under any Purchase Order including, without limitation, timely delivery of Goods; or (iv) repudiates, breaches or threatens to repudiate or breach any of the terms of any other purchase order issued by Valeo to Seller.

B. Valeo's Right to Terminate for Convenience.

(1) In addition to any other rights of Valeo to terminate each Purchase Order for cause, Valeo may, at its option, terminate all or any part of the Purchase Order at any time and for any reason by giving written notice to Seller.

(2) Upon receipt of notice of termination pursuant to this Section 15.B, Seller, unless otherwise directed in writing by Valeo, will: (i) immediately terminate all work under the Purchase Order; (ii) upon Valeo's written request, transfer title and deliver to Valeo the usable and merchantable finished Goods and raw materials/components that Seller produced or acquired in accordance with Release amounts under the Purchase Order and which Seller cannot reasonably use in producing goods for itself or for others; (iii) take actions reasonably necessary to protect property in Seller's possession which Valeo has an interest; and (iv) upon Valeo's request, cooperate with Valeo in effecting the resourcing of the Goods covered by the Purchase Order to an alternative supplier designated by Valeo.

C. Because Valeo's commitments to its customers are made in reliance on Seller's commitments under each Purchase Order, Seller has no right to terminate any Purchase Order.

D. Upon the expiration or earlier termination of any Purchase Order for any reason, Seller will take such actions as may be reasonably required by Valeo to transition production of the Goods from Seller to an alternative seller (including any Valeo affiliate) including, without limitation, the actions set forth below:

(1) Seller will provide Valeo with a sufficient inventory bank of Goods covered by the Purchase Order to ensure that the transition to any alternative seller chosen by Valeo will proceed smoothly. Unless otherwise specified by Valeo in a Purchase Order, an eight (8) week inventory bank of Goods will be deemed sufficient to accomplish the transition. The eight (8) week inventory bank will be calculated using the Purchase Orders and Releases from the eight (8) weeks immediately prior to Seller's notice of termination excluding any temporary interruptions, plant or industry shutdowns or other reduced schedules. Prices in effect immediately prior to expiration or termination of the Purchase Order will be the prices to be paid by Valeo for the eight (8) week inventory bank of Goods.

(2) Seller will return to Valeo all Bailed Property and any other property furnished by or belonging to Valeo or any of Valeo's customers in as good as condition as when received by Seller, reasonable wear and tear excepted.

(3) Seller will, at Valeo's option: (i) assign to Valeo or an alternative Seller any or all supply contracts or orders for raw material or components relating to the Purchase Order; (ii) sell to Valeo, at Seller's cost, any or all inventory and/or work in process relating to the Purchase Order; and (iii) sell to

务, 充分的和合理的保证, 包括但不限于: 按时交付货物; 或者 (iv) 拒绝履行、违反或威胁拒绝履行或违反法雷奥发给卖方的任何其他采购订单的任何条款。

B. 法雷奥为方便的终止权。

(1) 除了法雷奥因理由的任何其他终止每个采购订单权利, 法雷奥可, 按其选择, 在任何时间, 以任何理由向卖方发出书面通知终止全部或任何部分的采购订单。

(2) 根据第 15 条 B 款的规定, 卖方, 收到终止通知后, 除非法雷奥另有书面指示, 将: (i) 立即终止采购订单下的所有工作; (ii) 于法雷奥的书面请求, 向法雷奥转让权利和交付, 卖方按照发货指令或根据采购订单制定的数量生产或取得的, 且卖方不能合理用于为自己或其他人生产货物, 可用的和可买卖的完成的货物和原材料/组件; (iii) 采取合理必要的行动保护法雷奥拥有权益的, 在卖方占有下财产;及 (iv) 根据法雷奥的要求, 与法雷奥合作, 促成采购订单所涵盖的货物向法雷奥指定替代供应商供应。

C. 由于法雷奥向客户的承诺是依赖于每个采购订单下的卖方承诺, 卖方无权终止任何采购订单。

D. 以任何原因期满后或者提前终止的所有采购订单, 卖方将会根据法雷奥可能提出的合理要求把货物生产从卖方转给另一个替代的卖方 (包括所有的法雷奥关联企业), 包括但不限于以下行为:

(1) 卖方将提供法雷奥采购单涵盖的充足的货物存货储备以便确保对法雷奥所选择的替代卖方的转接顺利进行。除非法雷奥在采购订单上有其他方面的特别指定, 八 (8) 周货物存货储备将被视为是确保顺利完成转接的时间。该八 (8) 周的存货储备量根据自卖方收到解约通知前八周根据采购条款而产生的量计算, 不包括任何暂时性中断、工厂或工业关停或者其他时间的减少。期满或者提前终止采购订单前的即时价格将会被作为法雷奥为这 8 周存货堆积支付的价格。

(2) 卖方将退还法雷奥所有的托管财产和其他任何法雷奥或法雷奥客户提供或者属于法雷奥或法雷奥客户的财产, 按照卖方接收时的良好状态, 合理磨损除外。

(3) 卖方将依照法雷奥的选择: (i) 向法雷奥或者另一个替代的卖方转让部分和全部的供货合同, 或者与采购订单相关原材料或部件订单; (ii) 由卖方出资, 出售给法雷奥部分或者全部存货, 和/或生产中的与此采购单相关的货物; 以及 (iii)

Valeo, for a price equal to the unamortized portion of the cost of such items less any amounts Valeo previously has paid to Seller for the cost of such items, any or all of Seller's Tooling or machinery or equipment used by Seller to manufacture the Goods.

16. Limitation of Damages. In no event will Valeo be liable to Seller or Seller's subcontractors for anticipated profits or for special, incidental or consequential damages.

17. Assignment.

A. Seller may not assign or delegate any of its duties or obligations under any Purchase Order without the prior written consent of Valeo, which may be withheld in Valeo's sole discretion. Any sale, assignment or other transfer of stock, securities, or other interests of Seller that would result in a change in control of Seller will be deemed to be a purported assignment of the Purchase Order, with respect to which Valeo reserves the right to withhold its consent.

B. Valeo may assign the Purchase Order and/or any of its rights and interests in the Purchase Order, without Seller's consent, to any person or entity whomsoever or whatsoever including, without limitation, any of Valeo's affiliates (including, without limitation, any parent, subsidiary or division), or to any purchaser of or successor to all or any portion of Valeo's business or assets.

18. Bailed Property.

A. All supplies, materials, machinery, equipment, Tooling (as defined in Section 5.B above), blueprints, designs, specifications, drawings, photographic negatives and positives, artwork, copy layout, electronic data, consigned material for production or repair and other items furnished by Valeo (or Valeo's customers), either directly or indirectly, to Seller or to any sub-supplier of Seller in connection with or related to any Purchase Order, or for which Seller has been at least partially reimbursed by Valeo (collectively, "**Bailed Property**") will be and remain the property of Valeo (or Valeo's customers, as applicable) and be held by Seller on a bailment at-will basis.

B. Seller will bear the risk of loss of and damage to Bailed Property and Seller, at its own expense, will keep Bailed Property fully insured for the benefit of Valeo, naming Valeo as the loss payee and an additional insured. The Bailed Property will at all times be property housed and maintained by Seller, will not be used by Seller for any purpose other than the performance of the Purchase Order, will be deemed to be personal property, will be conspicuously marked by Seller to identify it as the property of Valeo and indicate Valeo's name and address, will not be commingled with the property of Seller or with that of a third person, and will not be moved from Seller's premises without the prior written approval by Valeo. Seller will maintain a written inventory of all Bailed Property that sets forth a description of the location of all Bailed Property, and provide a copy of this index to Valeo upon request. Seller, at its expense, will maintain, repair and refurbish Bailed Property. All replacement parts, additions, improvements and accessories for such Bailed Property will automatically become Valeo's property upon their incorporation into or attachment to the Bailed Property. Any missing

) 销售给法雷奥，卖方使用来生产货物的任何卖方的机具或机器或设备，按照此类物品未摊销的成本计价，不高于任何法雷奥先前支付给卖方这类物品的价格。

16. 损失限制。 在任何情况下，法雷奥都不对卖方或者卖方的分包商的预期利润或者偶然、突发或者间接损害承担任何责任。

17. 转让。

A. 未经法雷奥事先的书面同意，是否同意由法雷奥自行决定，卖方不得将其采购订单的任何职责或义务，转让或者委托给他人。任何可能导致卖方掌控权变化的出售、转让或者其他转让卖方股权、证券或者其他利益，都会被视为对此采购订单的意图转让，法雷奥保留对其同意与否的权利。

B. 无需经卖方的同意，法雷奥可以转让此采购订单和/或其任何权力和利益，给任何人或者实体，包括但不限于任何法雷奥的关联企业（包括但不限于所有母公司、子公司或者部门），或者给所有或任何法雷奥业务或资产的购买者以及继承人。

18. 托管财产。

A. 法雷奥（或法雷奥的客户）向卖方或与任何采购订单有关或又涉及的任何卖方的下级供应商，直接或间接提供的所有物资、材料、机器、设备、机具（定义见上文第 5 条 B 款）、图纸、设计、规格、绘图、摄影负片和正片，艺术作品、排版布局、电子数据、委托生产或维修材料和其他物品，或至少其部分，卖方已从法雷奥处受偿（统称，“托管财产”）将作为且保持为法雷奥（或法雷奥的客户，如适用）的财产，由卖方在自愿的基础上，委托保管。

B. 卖方将承担托管财产的损失和损害风险。卖方将自费，为法雷奥的利益，保持托管财产足额投保，以法雷奥为损失受偿人和附加被保险人。托管财产将在任何时候为卖方安置和维护的财产，卖方不能将其用于履行采购订单之外的任何目的。托管财产将被视为个人财产，为标识它是法雷奥的财产，卖方应在其突出位置标记，同时标注法雷奥的名称和地址，不会与卖方或与第三人的财产相混淆，且非经法雷奥事先书面同意，不得从卖方所在地移走。卖方将持有一份注有所有托管财产的位置的描述的，书面的所有托管财产的清单，并根据要求，向法雷奥的提供一份清单。卖方将自费维护、维修和翻新托管财产。为托管财产更换的所有零件、增添、改进和配件，将其装入或附属于托管财产时，将自动成为法雷奥的财产。托管财产缺少的任何组件或插件，由卖方负责安装。

components of or inserts to any Bailed Property will be replaced by Seller.

C. Valeo may, at any time, for any reason and without payment of any kind, retake possession of or request return of any Bailed Property, without the necessity of obtaining a court order. Upon Valeo's request, the Bailed Property will be immediately released to Valeo or delivered to Valeo by Seller, either (i) F.O.B. transport equipment at Seller's plant, properly packaged and marked in accordance with the requirements of the carrier selected by Valeo to transport such property, or (ii) to any location designated by Valeo, in which event Valeo will pay to Seller the reasonable cost of delivering such Bailed Property to such location. Notwithstanding anything in these Terms and Conditions to the contrary, Valeo may commence an injunctive action or proceeding to obtain possession of the Bailed Property in any court having competent jurisdiction.

D TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER WAIVES ANY LIENS, INTERESTS, OR OTHER RIGHTS OR INTERESTS THAT SELLER MIGHT OTHERWISE HAVE ON ANY OF THE BAILED PROPERTY FOR WORK PERFORMED ON SUCH PROPERTY AND FOR THE PURCHASE PRICE OF ANY GOODS MANUFACTURED OR PRODUCED UNDER A PURCHASE ORDER.

E. Seller acknowledges and agrees that (i) Valeo is bailing the Bailed Property to Seller for Seller's benefit; (ii) Seller has inspected the Bailed Property and is satisfied that the Bailed Property is suitable and fit for its intended purposes, and (iii) VALEO HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE BAILED PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Valeo will not be liable to Seller for any loss, damage, injury (including death) or expense of any kind or nature caused, directly or indirectly, by the Bailed Property including, without limitation, its use or maintenance, or its repair, service or adjustment, or by any interruption of service or for any loss of business whatsoever or howsoever caused, including, without limitation any anticipatory damages, loss of profits or any other indirect, special or consequential damages.

F. Seller authorizes Valeo to file a financing statement or similar document with the appropriate filing authority(ies) to give notice of Valeo's ownership interest in the Bailed Property. Failure to file a financing statement will not alter or affect Valeo's ownership rights to the Bailed Property. Seller will provide Valeo, upon Valeo's request, with a written inventory of all Bailed Property.

G. In the event of any dispute between Valeo and Seller regarding whether any Bailed Property is owned by Valeo or Seller, the Bailed Property subject to the dispute will be presumed to be owned by Valeo pending resolution of the dispute, and Valeo will have the right to immediate possession of the Bailed Property pending resolution of the dispute (and Seller may not withhold delivery of possession of the Bailed Property subject to the dispute to Valeo pending such resolution), but will remain subject to any claim or right to payment of Seller for the disputed amounts (despite Seller's relinquishment of possession).

C. 法雷奥可, 在任何时候, 以任何理由, 且无需支付任何形式的价款, 无需获得法院命令, 取回对任何托管财产的占有, 或者要求返还的任何托管财产。法雷奥的请求后, 卖方应立即将托管财产交还或交付给法雷奥, (i) 按照 FOB 运输设备, 在卖方工厂, 按照由法雷奥选定的承运人的要求妥善包装盒标记, 以便运输这类财产, 或 (ii) 将托管财产运至法雷奥指定的任何位置, 在这种情况下, 法雷奥将向卖方支付交付该托管财产至该位置的合理费用。不论在此条款和条件中是否有任何与之相悖的规定, 法雷奥可在任何有管辖权的法院, 启动一个禁令行动或法律程序来获得对托管财产的占有。

D 在法律允许的最大范围内, 卖方放弃其在任何托管财产上的, 因为在该财产上进行工作, 因为按照一个采购订单制造或生产的任何货物的购买价款, 而产生的任何留置权、权益、或卖方可能通过其他方式享有的其他权利或权益。

E. 卖方承认且同意, (i) 法雷奥为卖方的利益将托管财产托管于卖方处; (ii) 卖方已检查了托管财产, 托管财产是适合的其预期目的, 卖方对此是满意的; (iii) 法雷奥没有作出过也不会作出无论什么保证或声明, 明示的或暗示的, 例如对于托管财产适合度, 状况, 适销性, 设计或操作, 或对于托管财产任何特殊用途的适用性。因托管财产引起的的任何损失、损害、伤害(包括死亡)或直接或间接地造成的任何种类或性质的费用, 法雷奥将不向卖方承担责任, 包括但不限于, 托管财产的使用或维护, 或维修, 检修或调校, 或无论何种原因无论怎么引起的任何服务中断或任何业务的损失, 包括但不限于, 任何预期的损失, 利润损失或任何其他间接的, 特殊的或相应的损失。

F. 卖方授权法雷奥向相应的备案机关申请备案财产声明或类似的文件, 以便对法雷奥在托管财产上所有权权益的进行公示。未能进行财产声明备案不会改变或影响法雷奥对托管财产的所有权。根据法雷奥的要求, 卖方将向法雷奥提供所有托管财产的书面清单。

G. 若法雷奥和卖方之间出现任何有关托管财产所有权归属的争议, 是属于法雷奥还是属于卖方, 争议所涉及的托管财产, 在争议等待解决期间, 将被推定为由法雷奥待所有, 法雷奥将有权立即占有争议等待解决的托管财产(卖方不得拒绝向法雷奥交付占有争议所涉及的、待决的托管财产), 但仍将遭受卖方的任何索赔或支付争议金额权利(尽管卖方放弃占有)。

19. Transfer of Title to Purchased Property. Seller transfers to Valeo title to all Tooling and other Goods (including, without limitation, machinery and equipment) which is subject to the Purchase Order (“**Purchased Property**”) upon the earlier to occur of (i) Seller’s commencement of manufacture, production, or fabrication of such Purchased Property, or (ii) acquisition of such Purchased Property by Seller from Seller’s subcontractor or supplier of the Purchased Property, as applicable. Title to all Purchased Property will transfer to Valeo even if Seller has not been paid (in full or in part) for the Purchased Property; provided that Valeo will not be relieved of its obligation to pay for the Purchased Property pursuant to the Purchase Order. Purchased Property is identified to the Purchase Order at the time that manufacture, production, or fabrication of the Purchased Property is commenced. To the fullest extent permitted by law, Seller waives, releases and discharges all liens, claims, interests and encumbrances it has or may have with respect to Purchased Property, other than Seller’s right to be paid for the Purchased Property pursuant to the Purchase Order. Seller authorizes Valeo (in Valeo’s discretion) to file any financing statements or other documents on behalf of Seller evidencing that Seller’s interest in Purchased Property is strictly a bailment interest in accordance with Section 18 above. Seller grants to Valeo a continuing security interest in any alleged right or interest it may have in the Purchased Property. Any payments made by Valeo for Purchased Property are expressly intended by Valeo to be held in trust for the benefit of any subcontractors or suppliers used by Seller to manufacture, produce, or fabricate the Purchased Property that relate to such payments; and Seller agrees to hold such payments as trustee in express trust for such subcontractors or suppliers until Seller has paid the subcontractors or suppliers in full for the Purchased Property.

20. Seller-Owned Tooling. If Tooling required to support production under a Purchase Order is to be funded or provided by Seller (“**Seller-Owned Tooling**”), the following provisions apply:

A. Seller acknowledges that the price for the Goods includes an amount for Seller to recover the cost of Seller-Owned Tooling. Seller-Owned Tooling will be properly maintained by Seller at its own expense for the term of the Purchase Order and any period Seller is obligated to provide service or replacement parts, unless otherwise specified in the Purchase Order or another written agreement between Valeo and Seller. If Seller finances any portion of Seller-Owned Tooling, Seller will obtain for Valeo the rights granted in this Section 20 from its financing source/lender.

B. Unless agreed to in writing by Valeo, Seller will not use Seller-Owned Tooling to produce goods for other customers, including aftermarket customers.

C. In consideration of Valeo’s Purchase Order for Goods to be produced using Seller-Owned Tooling, Seller grants Valeo an exclusive, irrevocable option to purchase Seller-Owned Tooling for an amount equal to the outstanding discounted unrecovered cost at the time Valeo exercises the option. The term “**discounted unrecovered cost**” means the actual cost of Seller-Owned Tooling (without mark-up for profit or allocated overhead) minus the aggregate per-part amortization for all Goods manufactured using the tools and delivered to Valeo, discounted for early payment based upon the remaining portion of the originally-quoted program life using a discount rate of twelve

19. 采购财产的权利转让。 卖方向法雷奥转让采购订单所涉及的所有机具和其他货物（包括但不限于，机器和设备）（“**采购财产**”）根据下列事项中最早发生的：（i）卖方的生产开始该采购财产的制造、生产、或装配；或（ii）卖方从卖方的分包商或该采购财产的供应商，如果适用，获得该采购财产。所有采购财产的所有权将转移到法雷奥即使卖方尚未获得该采购财产的付款（全部或部分）；条件是：法雷奥将不能减免其按照采购订单支付采购财产价款义务。自其开始制造、生产、或装配，采购财产即确定为采购订单之目的。按照法律所允许的最大限度，卖方放弃、解除和免除与采购财产有关或可能有关的所有的留置权，索偿，利益和产权负担，卖方有权根据采购订单获得采购财产的支付除外。卖方授权法雷奥（由法雷奥自行决定）代表卖方申请备案任何财产声明或其他文件，以证明卖方在采购财产上的权益是一个严格按照上述第 18 条规定的委托保管的权益。卖方授予法雷奥对采购财产所有权利或利益享有不间断的担保权益。法雷奥为采购财产所支付的任何款项，都应明确地视为法雷奥为卖方所用的制造、生产、装配该款项项下采购财产的分包商或供应商的利益而设置的信托财产；为分包商或供应商，卖方同意作为明示信托的受托人，直至卖方向分包商或供应商完全支付采购财产的价款。

20. 卖方自有机具。 如果为支持采购订单下的生产，所需的机具是由卖方提供的（“**卖方自有机具**”），则适用下列规定：

A. 卖方承认，货物价格中包括一部分金额用于卖方收回卖方自有机具成本。除采购订单或者其他书面协议另有规定的，在采购订单货的期限内，和卖方有义务提供检修或更换零件的任何期间内，卖方自有机具由卖方自费，负责妥善的维修保养。如果卖方向卖方自有机具的任何部分融资，则卖方将从其的源融资/贷款人处为法雷奥获得在这第 20 条授予的权利。

B. 非经法雷奥书面同意，卖方不得使用卖方自有机具为其他客户生产货物，包括售后市场的客户。

C. 鉴于法雷奥的采购订单下的货物由卖方自有机具生产，卖方授予法雷奥独家的，不可撤销的选择权，法雷奥有权在行使该选择权时，以剩余的折旧未收回的成本价购买卖方自有机具。术语“**折旧未收回成本价**”是指卖方自有机具的实际成本（不包括利润或资产增值部分）减去使用该机具制造的并交付给法雷奥所有货物折旧部分的总和，根据剩余使用年限占原设计年限的比例按每年百分之十二（12%）折旧率折旧。法雷奥集团可在任何时候行使

percent (12%) per annum. Valeo may exercise this option at any time and not just in the case of termination, expiration or cancellation of a Purchase Order. Upon exercise by Valeo of its option to acquire Seller-Owned Tooling, at Valeo's request, Seller will cooperate with Valeo in its removal of the property from Seller's facility.

D. Seller grants Valeo an exclusive, irrevocable option to purchase any or all Seller-Owned Tooling for an amount equal to the lesser of net book value or fair market value of the Seller-Owned Tooling to be purchased, less any amounts Valeo has previously paid Seller for the cost of such items.

21. Rights of Entry, Reclamation and Inspection. Valeo will have the right to enter Seller's facilities during normal business hours at reasonable times to inspect the facilities, Goods, any Bailed Property and, without the necessity of a court order, remove property belonging to Valeo or any customer of Valeo including, without limitation, Bailed Property and Goods, inventory or Seller's property that has been or is agreed to be sold to Valeo. Valeo's inspection of the Goods whether during manufacture, prior to delivery or within a reasonable time after delivery, will not constitute acceptance of any work in process or finished Goods.

22. Subcontracting. Seller will not subcontract any of its duties or obligations under any Purchase Order without prior written approval by Valeo. Seller will ensure that any subcontractor so approved complies with all production part approval process (PPAP) requirements of Valeo's customer and any other requirements of Valeo. Valeo or Valeo's representative will be afforded the right to verify at any subcontractor's premises and Seller's premises that subcontracted Goods conform to specified requirements.

23. Nonconforming Goods. Valeo, at its option, may reject and return, at Seller's risk and expense, Goods received pursuant to any Purchase Order that fail to conform to the requirements of the Purchase Order even if the nonconformity does not become apparent to Valeo until the manufacturing, processing or assembly stage or later. To the extent Valeo rejects Goods as nonconforming, the quantities under the Purchase Order will not be reduced by the quantity of nonconforming Goods unless Valeo so notifies Seller in writing. Seller will replace nonconforming Goods with conforming Goods, unless otherwise notified in writing by Valeo, including without limitation by way of a termination notice from Valeo under Section 15 above. Seller will reimburse Valeo for (i) any amounts paid by Valeo on account of the purchase price of any rejected nonconforming Goods, and (ii) any costs incurred by Valeo in connection with the nonconforming Goods including, but not limited to, inspection, sorting, testing, evaluations, storage and rework. Payment by Valeo for nonconforming Goods will not constitute an acceptance, limit or impair Valeo's right to seek any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

24. Insurance. Seller will obtain and maintain, at its sole expense, insurance coverage customary in the automotive supply industry and as otherwise required by law or reasonably requested by Valeo with such insurance carriers and in such amounts as are set forth in Valeo's Insurance Policy for Suppliers and On-Site Subcontractors, a copy of which will be provided to Supplier upon Supplier's written request. This includes, without

该选择权，而不仅仅是在终止、到期或取消采购订单的情况下。在法雷奥行使选择权收购卖方自有机具时，经法雷奥的要求，卖方将协助法雷奥从卖方的工厂搬走该财产。

D. 卖方授予法雷奥独家的，不可撤销的选择权，以按照账面净值或卖方自有机具的公平市场购买价中价低者，购买任何或所有卖方自有机具。该价格不高于法雷奥先前为该物品向卖方支付的任何价格。

21. 进入、纠正和检查的权利。 法雷奥有权在正常工作时间内的合理时间进入卖方工厂，检查设施、货物、任何托管财产。且无需法庭命令，法雷奥有权移走属于法雷奥或任何法雷奥客户的财产，包括但不限于，托管财产和货物、库存或卖方已同意或同意出售给法雷奥的财产。法雷奥的货物检验，无论是在制造过程中、交付前或交付后的合理时间内，不会构成对任何过程中或已完成的货物的接受。

22. 分包。 未经法雷奥事先书面批准，卖方不能将卖方在任何采购订单下的职责或义务分包。卖方将确保任何经过批准的分包商符合法雷奥的客户的所有生产件批准程序 (PPAP) 要求和法雷奥任何其他要求。法雷奥和法雷奥的代表将被赋予的权利，有权在任何分包商的所在地及卖方所在地核实分包货物是否符合规定要求

23. 不合格产品。 法雷奥，按其选择，可拒绝和退回依照任何采购订单收到货物，风险和费用由卖方承担。该货物不符合采购订单的要求，即使此种不符合对法雷奥而言是不明显，直至制造、加工或装配阶段或之后才显现出来。若法雷奥因不合格拒绝货物，除非法雷奥以书面形式如此通知卖方，采购订单的数量不会因不合格的货物而减少。卖方应用合格货物取代不合格货物，除非法雷奥另有书面通知，包括但不限于根据上文第 15 条法雷奥终止通知的方式。卖方将偿还法雷奥，(i) 由法雷奥所支付的任何被拒绝不合格货物的购买价款；和 (ii) 给法雷奥造成的，与不合格货物有关的任何费用，包括但不限于：检验费用、分拣费用、测试费用、评估费用、存储费用和返工费用。法雷奥对不合格货物的付款不构成接受，不构成对法雷奥寻求任何法律或公正救济权力的限制或损害，也不构成对卖方对潜在缺陷的所负责任的减免。

24. 保险。 卖方自费向保险公司获得并维持保险，该保险应涵盖汽车配件行业的通常适用的保险范围。且该保险按照法律的其他规定或法雷奥的合理要求，应符合法雷奥为供应商和现场分包商设定的保险准则所规定的保险人及规定的保险额条件。应供应商的书面请求，将提供一份保单给供应商。这包括但不限于，提供全面的

limitation, providing full fire and extended coverage insurance for the replacement value of (i) all of Seller's Property and (ii) any Bailed Property, both for their full replacement value. All such insurance coverage will name Valeo as loss payee and additional insured. Upon request, Seller will furnish to Valeo certificates of insurance setting forth the amount of coverage, policy number and date(s) of expiration for insurance maintained by Seller and such certificates must provide that Valeo will receive not less than thirty (30) days prior written notification from the insurer of any termination or reduction in the amount or scope of coverage. Seller's furnishings of certificates of insurance or purchase of insurance will not release Seller of its obligations or liabilities under any Purchase Order. If Seller fails to maintain any insurance under any Purchase Order, Valeo will have the right to procure such insurance and Seller will reimburse Valeo on demand, for all actual costs and expenses of procuring such insurance.

25. Customs Requirements and Export Controls.

A. Seller will promptly furnish to Valeo all documents required for customs drawback purposes, properly completed in accordance with all applicable laws and regulations. Seller will also, at Seller's sole expense, provide all information (including written documentation and electronic transaction records) relating to the Goods which is necessary for Valeo to fulfill any customs-related or other governmental agency-related obligations, origin marking and labeling requirements, and certification and local content reporting requirements, to enable Valeo to claim preferential duty treatment at the time of entry for Goods eligible under trade preference regimes, and to make all arrangements necessary for the Goods to be covered by any applicable duty deferral or free trade zone program(s) of the country of import.

B. To the extent that Goods are to be exported from China to any other applicable nation or region, Seller will comply with such nation or region's applicable recommendations and requirements for the importing of any goods: for example, but not limitation, the United States Bureau of Customs and Border Protection's Customer-Trade Partnership Against Terrorism ("C-TPAT") initiative. Upon request, Seller will certify in writing its compliance with this paragraph 25.B.

C. Export licenses or authorizations necessary for the export of Goods will be the responsibility of Seller unless otherwise expressly stated in the Purchase Order, in which case Seller will, at Seller's expense, provide all information and documentation necessary or desirable to enable Valeo to obtain necessary or appropriate licenses or authorizations. Credits or benefits resulting or arising from any Purchase Order including trade credits, export credits, customs drawbacks, and the refund of duties, taxes or fees, will belong to Valeo. Seller will indemnify and hold Valeo and Valeo's customers and their respective successors, assigns, representatives, employees and agents harmless from and against any costs, expenses or liabilities arising from Seller's provision of incorrect information or non-compliance with customs regulations.

26. Certificates of Origin.

A. Upon request, Seller will promptly furnish Valeo with all certificates of origin and domestic value-added and other

火灾险和附加险，以覆盖 (i) 所有卖方财产的重置价值和 (ii) 任何托管财产的重置价值，及它们完全的重置价值。所有此类保险的覆盖范围，将指定法雷奥为损失受益人和额外被保险人。根据请求，卖方向法雷奥提供保险证书，列明由卖方维持的保险的保额，保单号码和到期日。该保险证书必须规定：如果出现任何终止保险或保额降低或保险范围的减少，承保人将不少于三十天 (30) 提前书面通知法雷奥。卖方提供保险证书或或购买保险不会解除卖方在任何采购订单下的义务或责任。

若任何采购订单下，卖方没有保持任何保险，则法雷奥将自行购买此种保险，卖方将按照法雷奥要求偿还，购买这种保险的实际成本和费用。

25. 海关要求和出口管制。

A. 为达到关税退税的目的，卖方应及时向法雷奥提供按照所有适用的法律和法规所需的，妥善备齐的所有证明文件。卖方也将自费，提供关于货物的所有信息（包括书面文档和电子交易记录），这些信息是法雷奥完成任何海关相关义务或其他政府机构相关的义务所必需的，原产地标记和标签要求、认证和本地内容的报告要求，以使法雷奥在货物进关时，根据贸易优惠制度，要求的优惠关税待遇，和方便进行所有的必要安排，使货物享受进口国任何适用的关税延期或自由贸易区项目。

B. 就货物从中国出口到任何其他适用的国家或地区而言，卖方应遵守该国为进口任何货物所适用的建议和要求：例如，但不限于，美国海关和边境保护倡导的反对恐怖主义的客户贸易伙伴关系 ("C - TPAT")。根据要求，卖方将以书面形式证明其遵守本条 25.B 的规定。

C. 除非在采购订单中另有明文规定，出口货物所需的出口许可或授权由卖方负责。在这种情况下，卖方自费提供必要或适宜的所有信息和文件，使法雷奥获得必要或适当的许可或授权。任何采购订单带来的或其所产生的信用或好处，将属于法雷奥，包括贸易信用、出口信贷、关税退税，和关税、税款或费用的退款。卖方将赔偿并使法雷奥和法雷奥的客户，和他们各自的继承人、受让人、代表、雇员及代理人，免受因卖方提供不正确的信息或不遵守海关规定所产生的任何费用，开支或负债。

26. 货物原产地证明。

A. 根据要求，卖方将及时向法雷奥提供所有的货物原产地证明、国内增值税和其他信息。该信息有关货物成本和原产

information relating to the costs and places of origin of the Goods and the materials contained therein or used in the performance thereof, as may be required by Valeo to comply fully with all customs, tariffs and other applicable governmental regulations. Seller will comply with all such regulations. Seller will indemnify and hold Valeo, Valeo's customers and their respective successors, assigns, representatives, employees and agents harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any kind or nature (including attorneys' fees and costs, fines and penalties) arising or resulting from (i) Seller's delay in furnishing such certificates or other information to Valeo, (ii) any errors or omissions contained in such certificates, and (iii) any non-compliance by Seller with such regulations.

B. Seller will provide Valeo with correct Country of Origin information for all Goods. If Seller does not provide the required Certificate(s) or correct Country of Origin information, Valeo may charge-back to Seller any duties, penalties, or other liabilities or expenses (including reasonable attorneys' fees) charged to or imposed or assessed against Valeo.

27. Compliance With Laws. Seller will not (i) utilize forced or involuntary labor, regardless of its form, (ii) employ any child, except as part of a government approved job training, apprenticeship or similar program, or (iii) engage in abusive employment or corrupt business practices in the supply or provision of Goods under any Purchase Order. If Seller subcontracts any of its duties or obligations under any Purchase Order in accordance with Section 22, Seller will ensure that all subcontractors comply with the requirements under this Section 27. Further, Seller hereby acknowledges and understands that Valeo strictly forbids giving or promising anything of value to a government official or employee, whether to influence that person in his or her official duties or to encourage unlawful conduct.

28. Identification of Goods. All Goods supplied pursuant to each Purchase Order that are construed as a completed part will permanently bear information such as Valeo's part number and name or code name, lot number, Seller's name or code name, and/or date of manufacture by Seller in a manner directed by Valeo.

29. Packaging and Shipping. All packaging must conform to Valeo's standard packaging requirements at the expense of Seller. Seller will: (i) properly pack, mark and ship Goods in accordance with Valeo's requirements and the involved carrier in a manner to secure the lowest transportation cost; (ii) route shipment in accordance with Valeo's instructions; (iii) make no charge for handling, packaging, storage, transportation (including duties, taxes, fees, etc.), cost of vehicle or other transport expenses unless otherwise approved by Valeo in writing; (iv) provide Valeo with shipment papers showing the Purchase Order number, Purchase Order amendment or Release number, Valeo's part number, Seller's part number where applicable, quantity of pieces in shipment, number of cartons or containers in shipment, Seller's name, the bill of lading number and the country of origin; and (v) promptly forward to Valeo the original bill of lading or other shipment receipt for each shipment identification of the Goods on packing slips, bills of lading and invoices will be sufficient to enable Valeo to easily identify the Goods purchased.

地、货物含有的材料或生产中使用的材料。卖方应按照法雷奥的要求提供上述信息，以完全遵守所有进口税，关税和其他适用的政府法规。卖方将遵守上述所有的规定。卖方将赔偿和使法雷奥、法雷奥的客户及其各自的继承人、受让人、代表、雇员及代理人，免受所有责任、要求、索赔、损失、成本、损害及任何种类或性质的支出（包括律师的酬金和费用，罚款和罚金）。其产生的或造成的原因系（i）卖方迟延向法雷奥提供上述证书或其他信息；（ii）此类证书中有任何错误或遗漏；和（iii）卖方对上述规定的任何不遵守。

B. 卖方将向法雷奥，为所有货物，提供正确的原产地国家的信息。如果卖方不提供所需的证书或正确的原产地国家的信息，针对法雷奥收取或施加活核定的任何关税、罚则、或其他债务或费用（包括合理的律师费），法雷奥可向卖方追偿。

27. 遵守法律。 卖方将不会（i）利用强迫或非自愿劳动，无论其形式；（ii）雇用任何儿童，但作为一个政府批准的在职培训，见习实践或类似的计划的一部分除外；或（iii）在供应或提供任何订单下货物的时候，参与虐待用工或不道德的经营业务。如果卖方根据第 22 条分包任何的采购订单下其职责或义务的，卖方将确保所有分包商遵守此第 27 条的要求。另外，卖方在此认可并理解法雷奥将严厉禁止向任何政府人员或员工给予或承诺给予任何有价值的东西（无论是出于对上述在职人员施加影响或是为了促使不法行为的发生）。

28. 货物标识。 根据每个采购订单提供的所有货物，作为一个完成的部分将永久具备信息，例如法雷奥一方的号码和名称或代号、批号、卖方名称或代号、和/或法雷奥制定的方式标示卖方的制造日期。

29. 包装和运输。 所有的包装必须符合法雷奥的标准包装要求。对此产生的费用应由卖方承担。卖方：（i）根据法雷奥河承运人的要求，以使运输成本最低的方式正确包装、标记和运输货物；（ii）按照法雷奥的指示路线运输；（iii）不收取搬运、包装、储存、运输（包括关税、税收、费用等），车辆或其他运输费用，法雷奥另有书面批准除外；（iv）向法雷奥提供装运文件，标明采购订单编号、采购订单修改或供货指令的编号、法雷奥一方的代码、卖方的代码如果适用、装运件数、装运纸箱或集装箱号码、卖方的名称，提单编号和原产地；和（v）及时向法雷奥提供的正本提单或其他用于装箱单上的每个货物装船识别装运收据，提单和发票将足以使法雷奥轻松地确定购买的货物。

30. Setoff and Contractual Recoupment.

A. In addition to any right of setoff or recoupment provided or allowed by law, Valeo and any of its affiliates, subsidiaries and divisions (“**Valeo Group**”) may setoff against or recoup from any amounts owing to Seller or any of its affiliates, subsidiaries and divisions (“**Seller Group**”) any amounts owing to any member of the Valeo Group by any member of the Seller Group including, without limitation, for damages resulting from breaches by Seller of its obligations under this or any other Purchase Order.

B. If an obligation of any member of the Seller Group is disputed, contingent or unliquidated, payment by any member of the Valeo Group of all or any portion of the amount due may be deferred until such dispute contingency is resolved or the obligation is liquidated. Without limiting the generality of the foregoing and by way of example only, in the event of a bankruptcy of Seller, if all of the Purchase Orders between Valeo and Seller have not been assumed, then Valeo may withhold payment to Seller for Goods previously delivered (via an administrative hold or otherwise) until the risk of potential rejection and other damages is eliminated.

31. Audit Rights and Financial Information. If requested by Valeo, Seller will permit Valeo and/or its designees to: (i) examine all pertinent documents, data and other information relating to the Goods, Tooling, Seller’s obligations under the Purchase Order, any payment made to Seller, any claim made by Seller and any quotes, invoices or similar materials from Seller’s own suppliers or subcontractors; (ii) view any facility or process relating to the Goods or the Purchase Order, including those relating to production quality; and (iii) audit any facility or process to determine compliance with the requirements of the Purchase Order. If requested by Valeo, Seller will provide to Valeo its most current income statements, balance sheets, cash flow statements and supporting data and schedules.

32. Advertising. Seller will not refer to Valeo in advertising or public releases without Valeo’s prior written approval and will not use Valeo’s trademarks or trade names in advertising or promotional materials.

33. Force Majeure; Labor Disruptions.

A. Any delay or failure of Valeo or Seller to perform its obligations under the Purchase Order will be excused if, and to the extent that, the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; or wars. During any delay or failure to perform by Seller, Valeo may, at its option: (a) purchase the Goods from other sources and reduce its Releases to Seller by such quantities without liability of Valeo to Seller, and require Seller to reimburse Valeo for any additional costs to Valeo of obtaining the substitute Goods compared to the prices set forth in the Purchase Order; (b) require Seller to deliver to Valeo, at Valeo’s expense, all finished Goods, work in process and/or parts and materials produced or acquired for work under the Purchase Order; or (c) require Seller to provide Goods from other sources in quantities and at a time

30. 抵销和合同补偿。

A. 除法律规定的任何抵销或补偿，法雷奥和其任何关联企业、子公司和分支机构 (“**法雷奥集团**”) 可，向对卖方或其任何关联企业、子公司和分支机构 (“**卖方集团**”) 的任何欠款，主张抵销或获得补偿任何卖方集团成员对法雷奥集团的任何欠款，包括但不限于，因卖方违反该采购订单中或任何其他采购订单中卖方的义务而导致的损失。

B. 如果卖方集团任何成员的义务是有争议的，队伍或者未清偿债务，支付的全部或任何部分金额，由于可能会延迟，法雷奥集团任何成员公司，直到此类纠纷应急解决或清算义务。只有在不限前述规定的一般性，例如，在一个卖方的破产事件，如果所有的法雷奥公司和卖方之间的采购订单尚未假设，然后法雷奥不得截留，以前交付货物的卖方支付 (通过一个行政持有或以其他方式)，直到被消除潜在的排斥和其他损害的风险。

31. 审计权和财务信息。如果法雷奥要求，卖方将允许法雷奥和/或其指派的人来：(i) 审查所有相关文件、数据和其他信息有关于货物、机具、采购订单下的卖方义务、向卖方作出的任何付款、卖方的任何主张和来自卖方自己的供应商或分包商的报价、发票或类似的材料；(ii) 查看有关货物或采购订单的任何设施或过程，包括那些与产品质量有关；和 (iii) 审查任何设施或过程，以确定是否符合采购订单的要求。如果法雷奥要求，卖方将提供给法雷奥其最新的损益表，资产负债表，现金流量表和支持数据及明细。

32. 广告。非经法雷奥事先书面同意，卖方将不得在广告或公共材料中提及法雷奥，且不得使用法雷奥的商标或商业广告或宣传材料中的商业名称。

33. 不可抗力；劳工骚乱。

A. 法雷奥或卖方的任何拖延或未能按采购订单履行其义务，将被免责，如果一方无法执行是由于超出其合理控制的事件或非因其过失或疏忽，如：天灾；政府机关所采取的限制、禁止、强制优先、强制分配、或政府行为；禁运；火灾；爆炸；自然灾害；暴乱；或战争。在卖方的任何延迟或无法履行期间，法雷奥可自行选择：(a) 从其他渠道购买货物，同时减少其给卖方供货指令相等数量，法雷奥无须向卖方承担责任，并要求卖方补偿法雷奥，因获取替代品而产生的比采购订单中规定价格高的任何额外成本；(b) 由法雷奥承担费用，要求卖方向法雷奥交付所有完成的货物、半成品和/或零部件和为采购订单工作生产的或收购的材料；或 (c) 要求卖方按照采购订单中规定的价格，在法雷奥所要求的时

requested by Valeo and at the price set forth in the Purchase Order.

B. Seller's financial inability to perform, changes in cost or availability of materials, components or services based on market conditions, and/or supplier actions or contract disputes will not excuse performance by Seller under theories of force majeure, commercial impracticability or otherwise, and Seller expressly assumes these risks.

34. Service and Replacement Parts.

A. From time to time, upon receipt of Valeo's Release for such Goods, Seller will sell to Valeo all Goods necessary for Valeo to fulfill Valeo's and its customer's service and replacement parts requirements for its current model year at the then current production prices plus any actual net cost differential for required unique packaging, provided that sufficient evidence of such packaging costs is provided to Valeo. If the Goods are systems, modules or assemblies, Seller will sell the components or parts of such systems, modules or assemblies at prices that will not in the aggregate exceed the then current production price of the system, module or assembly less the costs of labor involved in connection with the system, module or assembly plus any actual net cost differential for required unique packaging.

B. After termination of the current model production of the vehicle model(s) for which the Goods are produced, Seller will sell to Valeo additional Goods necessary for Valeo to fulfill Valeo's and its customer's service and replacement parts requirements for past model years at the prices then specified in the last Purchase Order for current model production plus any actual net cost differential for required unique packaging for the first five (5) years of past model service. For the following ten (10) years of past model service or such longer period as Valeo's customer requires service parts, the prices will be as specified in the last Purchase Order for current model production plus any actual net cost differential for required unique packaging plus any actual net cost differential for manufacturing costs as mutually agreed by Valeo and Seller.

35. **Claims from Seller.** Any legal action by Seller against Valeo arising under or relating to any Purchase Order must be commenced within one (1) year after the breach or other event giving rise to such claim.

36. **Severability.** If any terms(s) of the Purchase Order is invalid or unenforceable under any statute, regulation, ordinance, order or other rule of law, such term(s) will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Purchase Order will remain in full force and effect.

37. **Notices.** All notices, claims and other communications to Valeo required or permitted under the Purchase Order will be made in writing and will be effective only upon receipt by Valeo. Seller's failure to provide any notice, claim or other communication to Valeo in the manner and within the time periods specified in the Purchase Order will constitute a waiver by Seller of any and all rights and remedies that otherwise would have been available to

间，从其他来源提供法雷奥所要求的数量的货物。

B. 卖方的财务无力履行，材料、部件或服务成本或可用性根据市场条件的改变，和/或供应商的诉讼或合同纠纷，在上述情况下，卖方不得以不可抗力理论、商业不可行或其他为借口，免除履行义务，且卖方明确承担这些风险。

34. 服务和更换零件。

A. 为满足法雷奥和其客户服务和零件更换的要求之需，卖方会不时地，根据收到的法雷奥对这种货物的供货指令，将按照该产品出产年度的式样，以当时的生产价格加上需要独立包装的任何实际净成本差异，向法雷奥出售所有货物。该包装成本的充足证明应提供给法雷奥。如果货物是系统、模块或组件，卖方将出售此系统、模块或组件的部件或零件。价格不应在总量上超过系统、模块或组件在产品出产当时的生产价格，因为当时系统、模块或组件所需劳动力更少其成本更低，另外，需加上要求独立包装的任何实际净成本差异。

B. 货物生产所供应的当前型号汽车模型生产终止后，为满足法雷奥和其客户服务和更换过去型号零件的要求之需，在过去型号服务的第一个五（5）年，卖方将按照当前型号最后的采购订单制定的生产价格加上需要独立包装的任何实际净成本差异，向法雷奥出售增加的货物。在接下来的过去型号服务的十（10）年，或法雷奥的客户所需要维修零件的较长时期，价格将按照当前型号最后的采购订单制定的生产价格，加上需要独立包装的任何实际净成本差异，加上法雷奥和卖方共同商定的实际制造成本的任何实际净成本差异。

35. **卖方索赔。** 依据或关于任何采购订单，卖方采取的针对法雷奥任何法律行动，须在引起此类索赔的违约行为或其他事件发生后一（1）年内提出。

36. **条款可分割性。** 如果根据任何法令、规章、条例、命令或其他法律规则，采购订单中的任何条款无效或无法执行，则该条款将视情况，被视为修改或删除，但只以符合该法令、规章、条例、行政命令或规则为限度，采购订单的其余条款仍将完全有效。

37. **通知。** 根据采购订单的要求或允许，给法雷奥的所有通知、要求和其他通信，应以书面形式提出，只在法雷奥收到后生效。卖方在具备发通知、提要求、或其他沟通的条件情况下，未按照采购订单规定的方式，在规定的时间内，向法雷奥提出任何通知、要求和其他通信，将构成卖方对任何及所有的权利和救济的放弃

Seller upon making such notice, claim or other communication.

38. Electronic Communication. Seller will comply with the method of electronic communication specified by Valeo, including requirements for electronic funds transfer, purchase order transmission, electronic signature, and other communications.

39. Relationship of Parties. Seller and Valeo are independent contracting parties and nothing in these Terms and Conditions will make either party the agent, partner, joint venturer or legal representative of the other for any purpose, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

40. Confidentiality. Seller will (i) keep all Valeo's information confidential and disclose it only to its employees who need to know such information in order for Seller to supply Goods, Tooling, and equipment to Valeo under the Purchase Order and (ii) use Valeo's information solely for the purpose of supplying Goods to Valeo. "Valeo's information" means all information provided to Seller by Valeo or its representatives or subcontractors in connection with the business, programs, and Goods data, formulas, compositions, designs, sketches, photographs, samples, prototypes, test vehicles, manufacturing, packaging or shipping methods and processes and computer software and programs (including object code and source code). Valeo's information also includes any materials or information that contains, or is based on any Valeo's information, whether prepared by Valeo, Seller or any other person.

41. Entire Agreement; Modification. A Purchase Order, including these Terms and Conditions, as may hereafter be modified together with the attachments, exhibits or supplements specifically referenced in the Purchase Order, constitutes the entire agreement between Seller and Valeo with respect to the matters contained in the Purchase Order and will be deemed to supersede all prior oral or written representations and agreements. Valeo may modify the Terms and Conditions, at any time, by posting notice of such modified Terms and Conditions through links provided on the Valeo website at <http://www.valeo.com>. No separate notice to the Seller is required.

42. Governing Law; Jurisdiction; Venue.

A. The following provision applies only if the Valeo entity named on the Purchase Order is an entity organized under the law of the mainland China and the sale and purchase of Goods is governed by mainland China law. In such cases, and only in such cases, the interpretation, performance and enforceability of the Terms and Conditions and each Purchase Order shall be governed by the laws of China without regard to any otherwise applicable conflict of laws provisions. The United Nations Convention on the International Sale of Goods is expressly excluded. In the event any dispute arises in connection with the interpretation or implementation of these Terms and Conditions and any Purchase Order hereunder, either Party may refer the dispute to arbitration in Shanghai ("CIETAC") by the China International Economic and Trade Arbitration Commission Shanghai Commission in accordance with its arbitration rules then in force subject to the following modifications: (i) the arbitration

38. 电子通信。 卖方将遵守法雷奥指定的电子通讯方式，包括要求电子资金转帐，采购订单的传送，电子签名和其他通信。

39. 签约方之间的关系。 卖方和法雷奥是独立签约双方，无论出于何种目的，本条款和条件不会使任何一方成为另一方的代理人，合伙人，合资人或法定代表人。本条款和条件也不会赋予任何一方权利，代表另一方或以另一方名义承担任何义务或设立任何义务。

40. 保密性。 卖方将 (i) 为所有的法雷奥的信息保密，仅对其需要知道该信息的雇员披露，以便卖方根据采购订单向法雷奥提供货物、机具、和设备；和 (ii) 使用法雷奥的信息只为向法雷奥供应货物的目的。“法雷奥的信息”是指法雷奥或其代表或分包商向卖方提供的所有信息，关于业务、项目、和货物数据、标准、结构、设计、草图、照片、样品、雏型、测试车辆、制造、包装或运输方式和流程，计算机软件和程序 (包括目标代码和源代码)。法雷奥的信息还包括任何法雷奥信息所包含的，或者基于法雷奥的信息得到的，任何材料或信息，或对的基础上，不论其由法雷奥、卖方或任何其他其他人准备。

41. 整体协议；修改。 采购订单，包括本条款和条件，及今后可能作的修改连同附件、样品或补充，特别是在采购订单中引用的补充，作为卖方与法雷奥之间关于采购订单事项的整体协议，并被视为取代了所有之前的口头或书面陈述和协议。法雷奥可在任何时间修改的本条款和条件，通过法雷奥网站 <http://www.valeo.com> 提供上述修改过的条款和条件的通知的链接。不需另行通知卖方。

42. 适用法;管辖权;地点。

A. 如果采购订单中的法雷奥公司是一家依据中国大陆法律成立和存在的实体，且采购和销售货物的行为受到中国大陆的法律管辖，则适用以下条款：当且仅当上述情况下，对于本条款及条件和任一采购订单的解释，履行及执行均受中国法律的制约。每个采购订单将受中国的法律管辖，不考虑任何其他适用的冲突法规定。明确排除《联合国国际货物销售合同公约》的适用。发生与本条款及条件和任一采购订单的解释或执行有关的任何争议时，任何一方可将争议提交中国国际经济贸易仲裁委员会上海分会 (“**贸仲会**”) 依照其届时有效的仲裁规则在上海进行仲裁，但该等规则须作以下更改：(一) 仲裁应完全用英语进行。所有受委派的仲裁员必须精通英语。所有提交的文件和所有口头陈述都应用英语。任何一

shall be conducted exclusively in the English language, all arbitrators appointed shall be fluent in the English language, all documents filed and all oral submissions shall be in the English language and any party wishing to rely on documentary or witness evidence in any other language shall be responsible for providing an accurate English translation or interpretation of the same to the other party and to the arbitrators, (ii) there shall be three (3) arbitrators, (iii) the presiding arbitrator shall in no circumstances be an individual who holds (or has at any time in his or her life held) Chinese or French nationality and (iv) the Parties agree to the appointment of arbitrators from outside of CIETAC's Panel of Arbitrators. The decision of the arbitration board shall be final and binding upon the parties and such decision shall be enforceable through any courts having jurisdiction. The costs and expenses of arbitration shall be allocated and paid by the parties as determined by the arbitrators.

B. The following provision applies only if the Valeo entity named on the Purchase Order is an entity organized under the law of any other country other than mainland China or the performance of the contract is outside mainland China. In such cases, and only in such cases, the interpretation, performance and enforceability of the Terms and Conditions and each Purchase Order shall be governed by the laws of Hong Kong without regard to any otherwise applicable conflict of laws provisions. The United Nations Convention on the International Sale of Goods is expressly excluded. Any dispute, controversy or claim arising out of or relating to this contract shall be submitted to and exclusively and finally settled through arbitration conducted in Hong Kong under the auspices of the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the current HKIAC arbitration rules then in force. The number of arbitrators shall be three (3). Valeo shall select one (1) arbitrator and Seller shall select one (1) arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be appointed by the Chairman or the Secretary-General of HKIAC, as applicable. Arbitration proceedings shall be conducted in both Chinese and English. The decision of the arbitration board shall be final and binding upon the parties and such decision shall be enforceable through any courts having jurisdiction. The costs and expenses of arbitration shall be allocated and paid by the parties as determined by the arbitrators.

43. Continuing Obligations. These Terms and Conditions will survive expiration, non-renewal or termination of the purchasing relationship between Valeo and Seller.

44. Language. These Terms and Conditions are written in the Chinese and English languages, each of which shall be considered an original. However, in the interest of certainty, the parties agree that the English version shall prevail, govern and be controlling in the event of any inconsistency or discrepancy.

[End of Valeo Purchasing Terms and Conditions]

方，如需依据其他语言的文件或证人证言应负责向另一方和仲裁员提供相同的准确的英语翻译或口译，同时即使原用语言的文本已经提供，但没有英语翻译或口译，该证据应不予采纳；（二）仲裁员人数为三名；（三）首席仲裁员在任何情况下都不得是（或在他/她一生中任何时候曾经是）中国或法国公民。（四）双方同意在贸仲会仲裁员名册之外选定仲裁员。仲裁裁决的结果是终局的并对双方都有效且任何有管辖权的法庭对该裁决均有执行力。协议各方应对仲裁成本及费用进行分配及支付。该分配及支付方式应由仲裁员决定。

B. 如果采购订单中的法雷奥公司是一家依据其他国家地区（不是中国大陆的）法律成立和存在的实体，或合同的履行在中国大陆之外，则适用以下条款：当且仅当上述情况下，则对于本条款及条件和任一采购订单的解释，履行及执行均受香港法律的制约。每个采购订单将受香港的法律管辖，不考虑任何其他适用的冲突法规定。明确排除《联合国国际货物销售合同公约》的适用。由本合同产生的或与本合同有关的任何争议、纠纷或者索赔应提交香港国际仲裁中心（“HKIAC”），按照该仲裁中心当时有效的仲裁规则在香港进行排他的及最终的仲裁。仲裁庭应当由三（3）名仲裁员组成。法雷奥选择一（1）名仲裁员，卖方选择一（1）名仲裁员。第三名仲裁员，即首席仲裁员，由 HKIAC 主席或秘书长指定。仲裁程序应同时以中文和英文进行。仲裁裁决的结果是终局的并对双方都有效且任何有管辖权的法庭对该裁决均有执行力。协议各方应对仲裁成本及费用进行分配及支付。该分配及支付方式应由仲裁员决定。

43. 持续责任。 本条款和条件将在法雷奥和卖方之间采购关系到期、不续约或终止后继续存在。

44. 语言。 本条款与条件以中文和英文表达且两种语言版本均应被视为是原件。为确保合同内容具有确定性之目的，若存在两种语言版本相互矛盾或不一致处，以英文版本为准。

[法雷奥采购条款和条件结束]