

# GENERAL PURCHASING CONDITIONS

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## 通用采购条款



MONDRAGON  
ASSEMBLY

## **GENERAL PURCHASE CONDITIONS**

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## **1. GENERAL ASPECTS**

### **通用条款**

These General Purchase Conditions annul and replace the general conditions published before this date, any previous agreement in force between the Parties (unless their applicability is expressly agreed) as well as any other general conditions of the Supplier, regardless of the date of their creation or adoption.

本通用采购条款自即日起开始适用，并替代此前发布的通用条款、双方之间先前签订的任何协议（除非明确同意其适用性）以及其他的供应商通用条款，不论其何时创建或者生效。

For the purposes of these General Conditions, the purchasing party will be considered to be the Mondragon Assembly Kunshan Co., Ltd., located in Room#3, No. 482-3 Xutang Road, Qiandeng Town, Kunshan, Jiangsu Province (hereinafter, interchangeably, "**Mondragon Assembly**" or the "**Buyer**").

就本通用条款而言，蒙德拉贡自动化设备（昆山）有限公司被视为采购方，其地址位于江苏省昆山市千灯镇黄浦江南路 482-3 号 3 号房（以下统称“**蒙德拉贡**”或“**买方**”）。

Furthermore, the term "**Supplier**" or "**Vendor**", shall refer, without distinction, to the supplier to whom Mondragon Assembly sends any order for which these General Conditions apply.

此外，本通用条款适用于与蒙德拉贡有任何订单往来的“**供应商**”或“**卖方**”。

The General Conditions are intended to regulate the legal and business relations between the Supplier and the Buyer, and will be sent or, where appropriate, be referred to in each order sent by the Buyer to the Supplier (hereinafter "**Order**"), being applicable to all those terms or matters that have not been expressly regulated by the Parties in the Order itself or in any of its annexed or additional documents. Any exception to the application of any of the stipulations in these General Conditions will only be applicable to the specific Order for which they are agreed upon, and will not therefore extend to other orders or contracts signed with the Supplier.

本通用条款旨在规范供应商与买方之间的法律和商务关系，并且在买方向供应商发送的每份订单（“**订单**”）中均会附带或者提及（如适用）。本通用条款适用于双方在订单本身或其任何附件或

附加文件中未明确规定的条款和事项。对本通用条款中任何规定的排除适用仅限于针对已达成协议的特定订单，因此不会扩展至与供应商签订的其他订单或合同。

These General Conditions shall apply to all Orders fulfilled by the Supplier for the Buyer and its subsidiaries (in this last case only in the absence of an agreement between them to apply their own), who shall be considered for all purposes as the Buyer.

本通用条款适用于供应商为买方及其子公司履行的所有订单（只有在双方没有适用自己的协议情况下），该等子公司在各方面均应被视为买方。

Without prejudice to the above, orders and all related agreements will only be binding on Mondragon Assembly (or its subsidiaries, if applicable), when they have been drawn up on their printed forms and endorsed with an authorised signature of Mondragon Assembly. Telephone agreements require written confirmation.

在不影响上述规定的前提下，订单和所有相关协议仅在以印刷形式草拟并带有蒙德拉贡授权签名的情况下，才对蒙德拉贡（或其子公司，如果适用）具有约束力。电话协议需要书面确认。

## **2. ACCEPTANCE OF THE ORDER**

### **订单接受**

a) An Order shall be deemed to have been accepted for all intents and purposes when, it is either expressly accepted by the Supplier by means of a written notice of acceptance, or tacitly when the Supplier has started the work for which the Order was placed, or does not submit a written objection to the Order (or the contents and terms therein) the within 5 calendar days from the date of issue of the Order. In this regard, acceptance of the Order, in any of the ways described above, will imply full acceptance of these General Conditions as with its applicability to the specific Order, except to the issues otherwise regulated by the Parties in the Order itself or in any of its annexed or additional documents.

以下情况均视为供应商接受订单：供应商通过书面通知的方式明确表示接受订单；以默示的方式以开始履行订单下的任务的行为表明接受订单，或者在订单签发后的 5 个自然日之内未对订单或订单的内容以及相关条款提出书面异议。通过上述任何方式接受订单均表示完全接受本通用条款适用于该特定的订单，但双方在订单本身或其任何附件或附加文件中已另行规定的事项除外。

b) Any clause inserted by the Supplier in its documents or correspondence that is contrary to these General Conditions will not be considered valid unless it has been expressly accepted in writing, beforehand, by Mondragon Assembly.

供应商在其文件或通信中插入任何有违背本通用条款的条款将被视作无效，除非事先与蒙德拉贡书面确认并被接受。

c) The Order, with the written instructions to be followed, its annexed or additional documents and these General Conditions, contains the entire agreement between Mondragon Assembly and the Supplier. Any modification to the same requires the prior, express and written acceptance of Mondragon Assembly.

订单及其书面说明、其附件或附加文件与本通用条款囊括了蒙德拉贡与供应商之间的全部协议，任何修改需征得蒙德拉贡事先明确书面同意。

d) Acceptance of the Order by the Supplier, whether express, tacit or silence, implies the automatic waiver by the Supplier of the application of its respective general conditions.

订单及其书面说明、其附件或附加文件与本通用条款囊括了蒙德拉贡与供应商之间的全部协议，任何修改需征得蒙德拉贡事先明确书面同意。

e) These General Conditions set out the exclusive terms and conditions under which the Supplier will sell and the Buyer will purchase the goods and products described in the Order. The terms and conditions proposed by the Supplier that differ from or are in addition to the provisions of these General Conditions will not be accepted by the Buyer, being expressly rejected by the Buyer, and will not form part of the Order, except in those cases where the prior, express and written consent of the Buyer is provided.

本通用条款规定了供应商为出售而买方为购买订单中所述的货物和产品应当排他适用的条款和条件。买方不接受并且明确拒绝供应商建议的与本通用条款不相符的条款和条件或者额外增加的条款和条件，且该等条款和条件不能作为订单内容，除非买方事先以书面方式明确同意。

f) The Supplier undertakes to carry out the modifications requested by the Buyer, both with regard to the design and characteristics of the goods and products included in the Order, and/or the manufacturing process, provided that these are notified prior to the effective execution of the Order.

供应商承诺根据买方的要求对订单中所包括的货物和产品的设计、特性和/或制造工艺进行修改，前提是在订单有效执行前就将该等修改通知到买方。

g) The Supplier shall have the right to request a revision of the purchase price in those cases where the planned modifications imply, and this can be proven, an increase in the costs of fulfilling the Order.

如果供应商可以证明所计划的修改会增加履行订单的成本，则供应商有权要求修改购买价格。

h) The Supplier may not make modifications to (i) the goods and products (including engineering, design, prices, etc.), (ii) the manufacturing process, (iii) the subcontractors or suppliers, etc., without the prior written consent of the Buyer.

未经买方的事先书面同意，供应商不得对货物和产品（包括工程、设计、价格等方面）、制造工艺、分包商以及下游供应商等进行修改。

i) Modifications made without the Buyer's prior consent will be considered to have been made unilaterally by the Supplier and will not be valid or therefore applicable, nor may they have any repercussions on the price.

未经买方事先同意的修改将被视作供应商单方做出，因而无效且不适用，也不会对采购价格产生任何影响。

### **3. PACKING, MARKING AND DELIVERY**

#### **包装，标记，交付**

All products furnished by the Supplier, shall be packed, marked and delivered in accordance with the Buyer's specific requirements, as well as in compliance with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the country or countries of destination and with regard to labelling, marking and packing.

供应商提供的所有产品，应按照买方的具体要求包装、标记和交付，并遵守各目的地国家有关标签、标记、包装的所有现行法律、法规、条例、命令、公约、法令和标准。

In all cases, and without prejudice to the guidelines or requirements issued by the Buyer, the Supplier shall guarantee the integrity and safety of the goods and products to be supplied, establishing for this purpose any measures that may be appropriate to guarantee the delivery of the goods and products that are part of the Order in good condition and in accordance with the highest market standards.

在任何情况下，在不影响买方提出的准则或要求的情况下，供应商应保证所供应货物和产品的完整性和安全性，并为此采取一切适当的措施，保证订单相关的货物和产品以具有良好的特性且符合最高市场标准的方式交付。

The Supplier shall provide all of the information (including written documentation and electronic transaction records) necessary to enable the Buyer to comply with its customs obligations, origin marking or labelling requirements and local origin of contents requirements, if applicable. Unless otherwise agreed between the Parties, the export licences or authorisations necessary for the export will be the responsibility of the Supplier, unless

otherwise stated in the Order, in which case the Supplier will provide such information as may be necessary to enable the Buyer to obtain the necessary licences or authorisations.

供应商应提供所有必要的信息（包括书面文件和电子交易记录），使买方能够遵守其海关义务、原产地标记或标签要求以及当地相关要求（如适用）。除非双方另有约定，否则出口许可证或出口所需的授权将由供应商负责，除非订单另有说明，否则供应商将提供必要的信息，使买方能够获得必要的许可证或授权。

The products must be delivered in compliance with the requirements by the Buyer and together with any other documents requested either by the Order or by relevant laws and regulations. Failure to comply with this requirement will entitle the Buyer to reject the entire shipment of the products.

供应商必须按照买方的要求并连同订单或相关法律法规要求的任何其他文件一并交付产品。若供应商未能遵守该等要求，买方有权拒绝收货。

#### **4. DELIVERY TERMS AND DEADLINES**

##### **交货条款和期限**

The delivery terms and deadlines shall be deemed essential, and therefore binding and obligatory for the Supplier. Any failure to meet the delivery terms and deadlines will constitute a material breach of these General Conditions and/or the Order. In the event that the Supplier foresees delays in the fulfilment of the delivery terms and deadlines required in the Order, they shall immediately inform the Buyer, without this exonerating them from any liability. While the delay continues, the Buyer, after notifying the Supplier, may obtain the supplies from another source and shall be entitled to reduce the quantity of supplies indicated in the Order by the same amount, without renouncing the right to claim compensation for any damages incurred.

交货条款和期限均至关重要，对供应商具有约束力和强制性。任何未能满足交付条款和期限将构成对通用条款和/或订单的实质性违约。如果供应商预见到不能按照订单要求的交货条款和期限准时交货，应立即通知买方，但不得免除其任何责任。如果延期交货持续，买方在通知供应商后，有权从其他来源获取产品，并有权相应地减少订单下的采购数量，买方仍有权要求供应商赔偿所发生的任何损失。

If delivery is not timely made, the Buyer may, in addition to its other rights and remedies, direct the Supplier to make expedited routing at the Supplier's expense.

如果未能按时交货，买方除其他权利和救济外，还可以指示供应商进行加急运输，费用由供应商承担。

The Supplier is liable for all damages resulting from any delay, as agreed in its contractual relationship, including additional transport costs and resetting costs or additional costs for

purchasing the products included in the Order from third parties. In the event of an actual or foreseeable delay, the Supplier must inform the Buyer as soon as they become aware that the delay will occur and shall undertake, at their expense, all necessary measures to avoid or minimise the delay.

因未能遵守合同关系中约定的任何期限而造成的延误，其产生的损失都由供应商负责，包括额外的运输成本和重置成本，或从第三方购买订单中包含的产品的额外成本。如果出现实际或者可预见的延误，供应商必须立即通知买方，并应自费采取一切必要措施，以避免或尽量减少延误。

In addition to the provisions of the preceding paragraph, in the event of a delay in the delivery of the products to be delivered, a penalty of 1% on the price of the Order per weeks of delay shall be imposed on the Supplier. The maximum penalty for this concept may not exceed 5% of the value of the Order. This penalty may be applied by offsetting it against the price of the invoices owed by the Buyer to the Supplier.

除以上规定外，如果待交付产品交货延误，每延迟一周，买方有权按延迟订单价格的 1%向供应商主张违约金，该违约金最高不得超过订单价值的 5%。此违约金可以通过买方的应付账款来抵销。

The delay penalty does not release the Supplier's from the responsibility to compensate the Buyer for all damages incurred as a result of the delay.

延期违约金并不能减轻供应商对因延期造成的所有损害的赔偿责任。

If delivery is delayed by more than 4 weeks, and provided that the delay is not due to circumstances attributable to the Buyer, the Buyer shall be entitled to terminate the current contractual relationship, and may demand from the Supplier not only the above-mentioned penalty, but also any damages that the delay may have caused.

如果交货延期超过 4 周，并且不是由于买方原因造成的，买方有权终止当前的合同关系。在此情况下，买方不仅可以要求供应商承担上述违约金，而且还可要求供应商赔偿因延期造成的任何损失。

If the Supplier delivers in advance or in excess of what is stated in the Order or schedule, the Buyer may choose to return the advance or excess quantities or to accept them in their warehouses.

如果供应商提前交货或者交货超过订单或进度计划所列明的数量，买方有权选择是退回提前或者超过的数量还是收货。

In the first case, the Supplier shall bear the risks and costs of the return; In the second case, the acceptance will not imply any modification of the Buyer's payment obligations, which will be effective within the deadlines and amounts foreseen in the Order or schedule.

在第一种情况下，供应商应承担退回的风险和成本；在第二种情况下，收货不会意味着买方的付款义务有任何修改，付款义务仍按照订单或者进度计划要求的期限以及金额来执行。

All deliveries must be accompanied by a delivery note (and a material certificate, if applicable), with the Supplier's header and Order number, specifying the products delivered under the same terms as the Order, and, if appropriate, their detailed breakdown by boxes or any other packing unit, as well as the number of packages and their gross and net weights.

所有交货必须附有送货单（如需要，还有材料证书），注明供应商的名称和订单号，标明所交付产品与订单要求相同，视情况而定，用包装盒或任何其他包装方式来分包，并告知包裹数量及其总重量和净重量。

All products must be received correctly identified, indicating the Buyer's internal code and with the appropriate packaging for the type of product, which must be previously approved by the Buyer.

在得到买方的允许后，所有交货的产品，必须有正确的识别标签，并且标注买方内部的代码以及配备适合产品类型的包装。

The Supplier must guarantee the traceability of the products, as well as their components and associated materials, where applicable, and all of the operations (transport, processing, maintenance, etc.) that occur during the life of the product. The goods must always be accompanied by the documents, such as drawings, certificates, guidelines, etc., requested, either in our order or in the drawings or standards. Without these documents the process of reception will not be activated.

供应商必须保证产品及其零部件和相关的材料具有可追溯性，甚至包括使用期限内可能发生的所有动作（运输、加工、维护等）。货物必须始终附有订单、图纸或者标准所要求的文件，如图纸、证书、指南等。如果没有这些文档，我们将拒绝收货。

## **5. CANCELLATION FOR CONVENIENCE**

### **订单取消**

At any stage of the execution of the Order, the Buyer may terminate its execution, in whole or in part, by giving 15 days' written notice to the Supplier.

在订单执行的任何阶段，买方可通过提前 15 天向供应商发出书面通知的方式，全部或者部分地终止订单的执行。



Upon receipt of the notification, the Supplier shall:

一旦收到此通知后，供应商应当进行以下操作：

- a) Immediately terminate all work relating to the Order being cancelled and cancel all its orders and sub-contracts affected by the notice of termination.

立即终止与被取消订单有关的所有工作，并取消其受终止通知影响的所有订单和分包合同。

- b) Settle the works carried out by it, the orders made by it and the works carried out by its subcontractors.

处理其所进行的工作、其所下达的订单和分包商所进行的工作。

- c) Transfer ownership and make the delivery to the Buyer of:

转让所有权并交付给买方：

- 1) All goods or finished work that are strictly in accordance with the Order.

严格按照订单来进行的所有货物或成品。

- 2) All goods or work in progress of materials or products acquired for the execution of products which the Supplier can neither reasonably use nor use for its own stock or for other customers and provided that they are in accordance with the Order.

为执行已取消订单而购买的材料、产品或者在制品，但是供应商不能合理地使用，并且也不能用于自己的库存或其他客户，前提是它们符合订单要求。

- d) Adopt all necessary measures to protect the goods in its possession, over which the Buyer has or may acquire some right.

采取一切必要措施保护其占有的买方拥有或可能获得某些权利的货物。

- e) Promptly submit to the Buyer, within a maximum period of 2 months from the effective date of termination (one month in the case of partial termination), its written claim of the cost in accordance with the provisions of this Clause.

根据本条的规定，在终止生效之日起 2 个月内（部分终止的情况下为 1 个月）及时向买方提交成本费用的书面索赔。

In the event that the Supplier does not submit this within said time limit, the Buyer may determine the cost. The assessment thus made by the Buyer would be firm and final.

如果供应商未在规定时间内提交，买方可自行确定成本费用的索赔金额，买方因此做出的评估将视为决定性和终局性的。

The Buyer, when terminating the contract under this Clause, shall only be liable to pay the Supplier for its cost, which shall include the amount incurred for the materials and the labor involved, however, unless otherwise agreed in writing, the Buyer shall have no obligation for and shall not be required to make payments to the Supplier, directly or on account of claims by Supplier's suppliers and subcontractors, for overhead, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general administrative burden charges resulting from the termination of an Order. Settlement of goods in progress from the Supplier's subcontractors is made by applying the same criteria of the preceding paragraph.

买方根据本条款条件终止合同时,仅需向供应商支付其所产生的成本费用。成本费用应包括所发生的材料费和所涉及的人工费,但是,除非另有书面约定,否则,对于因订单终止所导致的间接成本、产品开发和工程成本、模具费、设施设备重置成本或租金、未摊销的折旧费用以及一般行政负担费用,买方均不承担责任,并且无须直接向卖方或由于供应商的供应商和分包商针对卖方的索赔而向卖方支付该等款项。供应商的分包商对在制品的结算是通过采用上一段相同的标准进行。

The Supplier, with a view to a possible assessment of the claim of cost, shall make available to the Buyer on request, all books, records and papers relating thereto.

为了对成本索赔进行可能的评估,应买方的要求,供应商应向买方提供一切相关的账册、记录和文件。

Furthermore, the Buyer's liability shall be limited, in all cases, to the price of the Order, and shall not extend to any indirect and/or consequential damage, loss of profit or loss of production that may occur.

此外,在任何情况下,买方的责任应仅限于订单价格,并且不应扩展至可能发生的间接和/或衍生损害、利润损失或者生产损失。

The Supplier has a duty to utmost mitigate damage or loss due to the Buyer's termination, failing which the Buyer shall be exempted from any responsibility of any enlarged damage or loss.

供应商有责任最大程度地减轻由于买方终止而造成的损害或损失,否则买方免于对任何扩大的损害或损失承担责任。

The provisions of this Clause 5 will not be applicable if any Order is terminated in accordance with the Clause 6 (*Termination Due To Supplier Non-Compliance*) or Clause 22 (*Force Majeure*)

of these General Conditions, in which case there will be no obligation whatsoever as a result of the termination by the Buyer.

如果任何订单根据本通用条款第 6 条（因供应商违约而终止）或者第 22 条（不可抗力）终止，本第 5 条的规定将不适用，买方将不承担任何义务。

## **6. TERMINATION DUE TO SUPPLIER NON-COMPLIANCE**

### **因供应商违约而终止**

The Buyer may terminate these General Conditions in whole or in respect of any Order, in any of the following circumstances:

发生以下情形，买方有权终止本通用条款或任何所涉订单：

a) Delivery is delayed by more than 4 weeks which is not due to circumstances attributable to the Buyer.

非因买方原因造成的交货延期超过 4 周。

b) Not meeting the quality or quantity requirements required by the Buyer.

质量或者数量不符合买方要求。

c) Non-payment of amounts owed by the Supplier to its subcontractors, even if legal proceedings have been initiated for insolvency.

供应商不支付对分包商的欠款，即使已开始破产的法律程序。

d) The total or partial transfer or subcontracting of the Order without the Buyer's written consent.

未经买方书面同意，全部或部分转让或分包订单。

e) Modification of the products included in the Order not authorised by the Buyer or deviation from their characteristics as established by the Buyer.

未经买方授权，对订单中的产品进行修改或偏离买方确定的产品特性。

f) Any other material breach of these General Conditions and/or Order by the Supplier.

供应商对本通用条款和/或订单的实质性违约的其他情形。

Upon occurrence of any of the above events triggering termination, the Buyer may send a notification of termination in writing to the Supplier. In the notification of termination, the Supplier shall be given a period of thirty (30) days to remedy the breach, after which time, if the

breach has not been remedied, the Order and/or these General Conditions shall be automatically terminated.

出现以上导致买方有权终止的事件后，买方可以书面形式向供应商发出终止通知。在终止通知中，应给予供应商三十（30）天的时间对违约事项进行补救，逾期如仍未得到补救，订单和/或本通用条款将自动终止。

Any termination under this Clause 6 shall be without prejudice to any rights which the Buyer may have against the Supplier in respect of any breach occurred prior to the termination date. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

根据本第 6 条的终止均不影响买方因终止日期之前发生的任何违约行为对卖方可能拥有的任何权利。明示或默示表明终止后仍然有效的条款即使合同终止仍可执行。

In the event of termination under this Clause 6, the Supplier shall not be entitled to receive any compensation related to the Order and/or these General Conditions.

若因本第 6 条而终止，供应商将无权获得任何与订单和/或本通用条款有关的赔偿。

## **7. ACCEPTANCE OF GOODS, QUALITY AND NON-CONFORMING PRODUCTS**

### **货物验收、质量和不合格品**

All the goods and products delivered by the Supplier must comply with all the quality specifications stipulated by the Buyer in the Order, its annexes and in its standards, drawings, inspection guidelines, etc. and may be subject to the control systems that the Buyer applies in its reception inspections.

供应商交付的所有货物和产品必须符合买方在订单及其附件、标准、图纸、验收要求等中规定的所有质量规范，并可能受买方在验收过程中应用的控制系统的约束。

The Supplier will be responsible for the control, archiving and internal dissemination of the technical specifications and quality standards provided by Mondragon Assembly.

供应商将负责对蒙德拉贡提供的技术规范和质量标准进行控制、归档和内部传播。

The Buyer will notify the Supplier of any deficiencies in the products as soon as they have been discovered, although this does not mean that the Buyer is obliged to inspect the products delivered to them.

买方在发现产品缺陷后将立即通知供应商，但是这并不意味着买方有义务检验交付给他们的产品。

Signing the delivery note or any other delivery document may in no case be interpreted as express or implicit acknowledgement of the fulfilment of the obligations inherent in the products delivered, or as a waiver of the Supplier's obligations.

在任何情况下，签署交货单或任何其他交货文件不得被解释为明示或默示地承认所交付的产品所附的义务已完全履行，或被视为对供应商义务的放弃。

Nor shall payment constitute or be understood as acceptance of the quality of the products.  
付款不应构成或被理解为对产品质量的接受。

Therefore, after delivery, the Buyer reserves their rights to claim for any defect, fault, loss, damage or discrepancy that may be detected even after the inclusion of the products in other goods manufactured by the Buyer.

因此，在交货后，即使该产品被包含在买方生产的其他货物中，买方仍保留对可能发现的任何瑕疵、缺陷、损失、损害或不符点进行主张的权利。

In the event of non-compliance with the quantity, technical or quality specifications, the Buyer may choose any of the following actions.

如果不符合数量、技术或质量规范，买方可选择下列任何一种措施。

a). To reject and return the entire consignment, considering it not to have been received for the purpose of fulfilling the Order or schedule.

拒收整批货物，并退回整批货物，为完成订单或进度计划之目的，如同买方未收到该批货物。

b). To reject the consignment, in whole or in part, without replacement by the Supplier.

在供应商不更换的情况下，拒收全部或部分的货物。

c). To reject part of the consignment, without cancelling the Order, with replacement of the rejected part by the Supplier.

拒收部分货物，但不取消订单，由供应商更换被拒收的部分。

d). To separate the correct goods by means of unitary inspection, returning the rest for their recovery by the Supplier, if possible, or by the Buyer if it is possible and necessary to do so. In any of the above cases, the Buyer will pass on to the Supplier 100% of the corresponding charges for additional inspection and/or recovery operations.

通过统一检验的方式将正确的货物分开，将其余的货物退还给供货方修复（如果可能），或者由买方修复（如果可能和必要）。在上述任何情况下，买方将相应的额外检验和/或修复操作的费用 100%转嫁给供应商。

In any of these cases, the risk and expenses for returning and/or recovery or replacement shall be borne by the Supplier and the Supplier must complete the withdrawal, recovery or replacement within 7 calendar days. In addition, the Buyer shall also be entitled to claim against the Supplier for all the damages and losses it has suffered, including but not limited to, third-party claims and loss of profit.

在任何该等情况下，供应方应承担产品退还和/或修复或更换的风险和费用。退货、修复或更换必须在 7 个自然日内完成。此外，买方应有权就其遭受的所有损害和损失向供应商进行索赔，该等损失包括但不限于第三方索赔和利润损失。

Parts manufactured from drawings provided by the Buyer and which are returned without the possibility of recovery must be rendered unusable.

根据买方提供的图纸制造的部件，如果没有返修的可能，则必须报废。

Failure to comply with the requirements of the documents to be attached to the shipment of the goods as set out under these General Conditions, such as delivery notes, drawings, instructions for use, quality guidelines, certificates, etc., entitles the Buyer to apply the provisions of point a) of this Clause.

如交付货物所附文件不符合本通用条款列明的要求，如交货单、图纸、使用说明、质量要求、相关证书等，买方有权适用本条款 a)点的规定。

The Buyer may report any hidden defects or faults in the goods received, both on receipt and at any time thereafter, within 2 years of signing the delivery note. Complaints about differences in quantity and non-hidden defects can be made within 3 months of the date of the delivery note.

买方可在签署交货单后的 2 年内的任何时间反馈及报告收到货物的任何隐蔽瑕疵或缺陷。关于数量差异和非隐性瑕疵的报告可以在交货单之日起 3 个月内提出。

## **8. AUDITS**

### **审计**

The Buyer may inspect and verify all matters relating to the goods and products included in the Order and, in particular, all those aimed at verifying the correct fulfilment of the obligations assumed by virtue of the Order and these General Conditions.

买方可以检查和核实订单中所列货物和产品的所有相关事宜，特别是那些旨在核实根据订单和本通用条款所承担的义务是否正确履行的事宜。

By way of illustration but by no means limited to, the Buyer may inspect and verify the quality of the materials and the various parts of the goods and products included in the Order, both at the Supplier's premises and at its subcontractors, during and after manufacture. The inspection and verification shall be carried out at the place of manufacture, for which purpose the Buyer must notify the Supplier with at least THREE (3) working days' notice of such inspection.

包括但不限于:买方可在订单制作中或者完成后，在供应商或其分包商的场所检查和核实订单中所列货物和产品的材料和各种部件的质量。检查和核实工作应在生产地点进行，为此，买方必须至少提前三（3）个工作日就该等检查通知供应商。

For this purpose, the Supplier shall allow and assist the Buyer in entering its premises or the premises of subcontractors as often as the Buyer deems appropriate, and shall grant to the Buyer access to all pertinent information, including but not limited to, books records, payroll data, receipts, correspondence and other documents and materials in the possession or under the control of the Supplier, or otherwise relating to any of the Supplier's obligation under these General Conditions and/or an Order or any payments requested by the Supplier pursuant to these General Conditions and/or an Order. The Buyer shall have the right at any reasonable time to send its authorised representatives to examine all such information. The Supplier shall maintain all such pertinent information relating to these General Conditions and/or any Order for a period of seven (7) years. In the event that any such audit discloses any inaccurate information, the Supplier shall indemnify, defend and hold harmless the Buyer from and against claims, losses and liabilities.

为此，供应商应允许并协助买方以买方认为合适的频次地进入其场所或分包商场所，并且应授予买方查阅所有相关信息的权限，包括但不限于账簿记录、工资单数据、收据、书信以及其他供应商占有或控制下的文件和材料，或者与供应商在本通用条款和/或订单下的任何义务或供应商根据通用条款和/或订单要求的任何付款相关的信息。买方有权在任何合理时间派其授权代表查阅所有此类信息。该等与本通用条款和/或任何订单有关的所有相关信息，供应商应保存七（7）年。如果任何此类审计中披露了任何不正确的信息，则供应商应赔偿买方并使买方免受索赔和损失且使买方免于承担责任。

If, as a result of the inspection and verification, the Buyer considers that certain materials or parts of the products to be supplied are defective, or do not comply with the stipulations of the Order, the Buyer shall inform the Supplier in writing, indicating their observations, and the Supplier shall be obliged to remedy the defects noted, while respecting the delivery date.

如果检查和核实后, 买方认为某些将供货的材料或部件有瑕疵或不符合订单的规定, 买方应当书面通知供应商, 说明其观察到的问题, 且供应商有义务在不影响交期的情况下修正所指出的瑕疵。

## **9. TRANSFER OF OWNERSHIP AND RISK**

### **所有权和风险的转移**

Ownership of the goods and products included in the Order shall be transferred to Mondragon Assembly at the time of signing the delivery note or on payment of the price, whichever occurs first, while the risk shall be transferred, except for anything that may be expressly agreed by the Parties, at the time of actual delivery of the goods and products, as specified in the signing of the delivery note at the destination.

订单中所列货物和产品的所有权应在签署送货单或支付货款时转移给蒙德拉贡(以先发生的为准), 而风险应在目的地签署送货单实际交付货物和产品时转移, 但双方明确同意的任何事项除外。

## **10. SUBCONTRACTING AND CESSION**

### **分包与转让**

In order to subcontract part or all of the supply of the products included in the Order to other companies, the Supplier must of necessity have the prior written authorisation of the Buyer, who shall have the right to verify at the subcontractor's premises that the subcontracted products comply with the specified requirements.

若要将订单中所列产品的部分或全部供应分包给其他公司, 供应商必须事先获得买方的书面授权, 买方有权在分包商的场所核实分包产品是否符合规定的要求。

This subcontracting shall in no way give rise to a contractual relationship between the Buyer and the subcontractor(s).

买方与分包商就分包不会产生合同关系。

Nor may the Supplier transfer the Order in whole or in part to a third party without the prior written consent of the Buyer.

未经买方事先书面同意, 供应商不得将订单的全部或部分转让给第三方。

Under no circumstances will the authorised subcontracting or the transfer release the Supplier from their contractual obligations, which will remain the responsibility of the Supplier. Non-consensual subcontracting or transfer of the Order, whether total or partial, will be considered null and void.



在任何情况下，授权的分包或转让均不得免除供应商的合同义务，而合同义务仍应由供应商承担。未经同意的订单分包或转让，无论全部或部分，均将被视为无效。

## **11. GUARANTEE**

### **质保**

The Supplier warrants that during the applicable Guarantee Period (as defined below) the goods and products under any Order as well as the machinery, work equipment and specific installations, electrics, hydraulics, etc. which form part of the Order will:

供应商保证在适用的质保期（定义如下）内，订单下的货物和产品及作为订单一部分的机械、工作设备和特定安装工程、电气、液压等将：

- a) conform in all respects to the specifications, standards, drawings, statements, samples and other descriptions and requirements relating to the goods and products that have been furnished, specified or approved by the Buyer;

在所有方面均遵守规格、标准、图纸、说明、样品和买方提供、指定或批准的关于货物和产品的其他描述及要求；

- b) comply with all regulations in force in the countries in which the goods and products are to be provided, including the countries specified by the Buyer in writing in the Order or other documents;

遵守货物和产品拟销售国家，包括买方在各订单或其他文件中书面指明的任何其他国家的所有法规；

- c) be merchantable;

适销的；

- d) be free from defects in design, material, manufacturing and assembly; and

设计、材料、制造和装配上不存在缺陷；且

- e) be suitable for their intended or may be reasonably expected to use by the Buyer.

适合于买方有意或可能合理预期的用途。

The **Guarantee Period** for the goods and products shall be the greater of TWO (2) years from the date of signing the delivery note by the Buyer, the period specified in the corresponding Order or agreed by the Supplier and the Buyer in other documents. Within the Warranty Period, the Buyer reserves the right to request the Supplier for imbursement of any expenses incurred during this period because of defect or faulty function of the goods and products, as well as to demand compensation for damages caused as a result.

货物和产品的**质保期**应为买方签署交货单之日起两（2）年，或相应订单中指明的或由供应商和买方在其他文件中约定的期限（以较长者为准）。在质保期内，买方保留要求供应商对由于货物和产品的瑕疵或功能缺陷而在此期间造成的任何费用以及由此造成的损害承担赔偿责任的权利。

In order to recover the costs, expenses or liabilities arising from the events regulated in this Clause, as well as any other liability arising from other breaches of contract, the Buyer may deduct such amounts from the invoices payable to the Supplier or withhold outstanding payments, regardless of whether they are payments arising from other Orders. The payment or deduction of expenses shall not release the Supplier from their obligations and responsibilities under the Order.

为了获偿因本条款规定事件而产生的成本、费用或责任，以及因其他违约而产生的任何责任，买方可以从应向供应商支付的账单款项中扣除相应金额，或暂缓支付未付款项，无论这些款项是否来自其他订单。赔付或扣除费用不能免除供应商在此订单中应该承担的义务和责任。

The Supplier undertakes to replace or repair the defects reported within a maximum period of FIFTEEN (15) calendar days from the date of their notification.

供应商承诺自通知之日起十五个（15）自然日内提供更换或维修所报告的瑕疵。

If the Supplier does not meet the requirements of the Buyer in a timely manner, the Buyer may repair or replace the defective goods or products at their own expense, and may pass on to the Supplier all the costs arising from the same, as well as all the damages that have been caused as a result of the Supplier's non-compliance.

如果供应商未能及时满足买方的要求，买方可自费修理或更换有瑕疵的货物或产品，并将由此产生的所有费用以及由于供应商违约而造成的所有损失转移给供应商。

Products replaced or repaired in accordance with the guarantee will be guaranteed under the same terms and conditions applicable to the products that have led to the repair or replacement.

根据质保条款更换或维修的产品，质保的条款与条件与原产品相同。

## **12. SPARE PARTS**

### **备件条款**

The Supplier will provide the Buyer with the list of necessary and recommended spare parts for the goods and products included in the Order, with a description of the price of each one of them, which will be applicable in all those cases in which their replacement is not covered by the Guarantee Period defined in the preceding clause. Updating of the price will be possible when the increase in the cost of spare parts is duly justified by the Supplier, with a maximum limit of 10% above the stipulated price.

供应商将向买方提供订单中所购货物和产品的必需和推荐备件清单，并说明每种备件的价格，这些备件价格将适用于上述定义的质保期无法覆盖备件的更换的情形。当供应商能够合理地证明备件成本增加时，可以适当更新价格，但涨幅不超过 10%。

The Supplier must guarantee the availability of spare parts for a period of TEN (10) years from the beginning of the Guarantee Period stated in the above paragraph.

供应商必须保证，从上述段落规定的质保期开始算起，备件供应时间期限为十（10）年。

### **13. PRICE AND METHOD OF PAYMENT**

#### **价格和支付方式**

The prices stipulated in the Orders are fixed.

订单中规定的价格是固定的。

Any Order modification that is proposed by any of the Parties and that implies an alteration to the agreed conditions must be accepted by the Purchasing Department of the Buyer and confirmed in writing before it is carried out. If this requirement is not met, the Buyer will not be responsible for any additional increase to the agreed conditions.

任何一方提出的订单修改如涉及对约定条款的修改，都必须经买方采购部接受并书面确认后方可执行。如果不能满足这一条件，买方将不承担任何约定条款外的额外增加的费用。

The invoice will be issued upon delivery of the goods and products included in the Order, within a period of FIFTEEN (15) calendar days after the signing of the delivery note by the Buyer.

订单中包含的货物和产品交付买方后，供应商将在买方签收交货单后的十五（15）个自然日内开具发票。

Unless otherwise agreed, the payment will be made by bank transfer and the payment date, for monthly payment, will be THIRTY (30), SIXTY (60) or NINETY (90) days from the date of invoice, as had been made an agreement between Buyer and Supplier, with due dates of the 14th and 28th of each month; for down payment, the date will be under the condition that agreed in contract or Order.

除非另有约定，价款以银行转账的方式支付，对于月结账期，则按照双方约定的账期，从发票之日起 30、60 或者 90 天，付款日为到期日当月 14 日和 28 日；预付款按照合同或者订单规定的付款条件支付。

This is without prejudice to the possibility that the Buyer may withhold payments pending receipt of evidence, in the manner and details that the Buyer decides, of the absence of any lien, charge and/or claim on the goods and products that are included in the Order.

尽管有上述约定，买方在收到能证明订单中包括的货物和产品不存在任何留置权、押记和/或索赔的、以其认为合适方式和细节提供的证据之前，可以暂缓付款。

In the event that the delivery of an Order is made prior to the date agreed by the Parties, the date for issuing invoices will begin to be calculated from the day on which the goods and products should have been delivered, and not from their effective date of delivery.

如果在双方商定的日期之前交付订单货物，则开具发票的日期将从货物和产品应交付的日期开始计算，而不是从其有效的交付日开始计算。

## **14. CONFIDENTIALITY**

### **保密条款**

The Parties may have access to secret and Confidential Information (as defined below) about each other, in respect of which they must maintain the strictest and most absolute duty of secrecy, both during the term of this contractual relationship and indefinitely after its termination due to whatever reason.

缔约双方均可能获得彼此的保密信息（定义如下），在本合同关系期间和合同关系因任何原因终止后的永久期限，双方必须对此保持最严格和最绝对的保密义务。

The Supplier shall treat as strictly confidential and maintain strict secrecy over all information, documentation or knowledge, techniques, equipment, drawings, product specifications, etc. of which it becomes aware in connection with the placing of the Order (hereinafter referred to as “**Confidential Information**”) and, as a consequence, the Confidential Information shall not be used by the Supplier beyond that which is strictly necessary to achieve the purpose of the Order, for which it has been provided.

供应商应对与订单有关的所有信息、文档或知识、技术、设备、图纸、产品规格等严格保密（以下简称“**保密信息**”），因此，当目的超过完成订单所必要的范畴，供应商不得使用保密信息。

The Parties guarantee one another the due secrecy regarding this information, a guarantee which extends to the partners, directors of their respective companies, as well as their employees, internal and external associates and any other person who directly or indirectly has a relationship with the Parties and who may have access to this information.

双方相互保证对此保密信息保密，这一保证适用于其各自公司的合作伙伴、董事、雇员、内部和外部顾问以及直接或间接与缔约方有关系并可能获得此信息的任何其他主体。

All Confidential Information to which the Supplier has access must be safeguarded with due diligence, with the Supplier being liable for any damages that disclosure of the information may entail, no matter the disclosure is caused by the Supplier itself or its partners, directors, employees, internal and external associates or any other person who directly or indirectly has a relationship with the Supplier, and will be returned at the time requested and at the latest at the conclusion of the Order.

供应商对可以访问的所有保密信息都必须尽职尽责地予以保密，供应商对于信息遭披露可能造成的任何损害承担责任，无论披露是由供应商自身还是其合作伙伴、董事、雇员、内部和外部顾问或直接或间接与供应商有关系的任何其他主体造成，并且供应商将在要求的时间内退还保密信息，最迟在订单结束时退还。

Access to the Confidential Information will only be granted to the Supplier's employees who require it in order to achieve the purpose for which it has been provided and those who are in possession of such information will be made aware of the confidentiality commitments undertaken by virtue of this stipulation.

供应商应仅将保密信息的访问权限授予需要该信息以实现提供信息目的的供应商员工，获得此信息的人应当被告知本条款下的保密性承诺。

The Confidential Information will not be used for any purpose other than that for which it was provided, nor will it be made available to third parties, nor will any reproduction of it be obtained, except with the express written consent of the Buyer, unless such disclosure is compelled by any regulatory, investigatory or supervisory authority or pursuant to any court order.

除非获得买方的明确书面同意，否则保密信息不得用于提供该信息的目的以外的任何目的，不能提供给第三方，也不得向第三方提供任何复制品，但监管、调查或监督机构强制进行或根据任何法院命令进行的披露除外。

Disclosure of the Confidential Information or the possible handing over of documentation shall not give rise to any rights over protected industrial and/or intellectual property rights or know-how of the Buyer.

保密信息的披露或可能的文件移交不会引起供应商对买方受保护的工业产权和/或知识产权或买方专有技术享有任何权利。

## **15. INDUSTRIAL AND INTELLECTUAL PROPERTY**

### **工业和知识产权**

The Supplier warrants that the goods and products sold to the Buyer, in their entirety and in all their component parts, do not, and will not, infringe any valid patent, patent application, utility model, copyright, trademark, trade name, trade secret, know-how, invention, discovery, idea, technique, technical information, procedure, manufacturing or any other process and software, design, or any other intellectual, industrial or intangible property of any nature (“**Intellectual Property Right**”) owned or controlled by any other person. The Supplier agrees to indemnify, defend and hold harmless of the Buyer and their officers, employees, agents, representatives, successors, assignees and any of the their customers buying or using the goods and products, from any and all losses, liabilities, damages, penalties, injuries, claims, demands, actions, suits, costs and expenses (including, without limitation, reasonable attorney and other professional fees and disbursements) arising out of a claim or suit for actual or alleged infringement of such Intellectual Property Rights, by reason of buying, selling or using the goods and products, and to assume the defense of any and all suits and pay all costs and expenses incidental thereto.

供应商保证向买方销售的货物和产品，无论是成品还是零部件，均不侵犯且将来亦不会侵犯任何其他人士拥有或控制的任何有效的专利权、专利申请、实用新型、著作权、商标权、商号、商业秘密、专有技术、发明、发现、理念、技术、技术信息、程序、制造工艺或任何其他工艺，以及软件、设计或其他知识产权、工业产权或任何性质的无形资产（“**知识产权**”）。供应商同意赔偿买方及其主管、员工、代理、代表、承继人、受让人及其购买或使用产品的任何客户，并确保他们不会因购买、销售或使用该等货物和产品而遭受由于实际或被声称侵犯该等知识产权的索赔或诉讼而引起的任何损失、责任、损害、处罚、人身伤害、索赔、请求、诉讼、成本和费用（包括但不限于合理的律师费、其他专业费用及报销），并且承担任何诉讼的辩护以及由此产生的所有成本和费用。

Furthermore, the Intellectual and Property Rights of all the material, documentation, parts, drawings and, in general, any document, part or information that the Buyer has provided to the Supplier is and will remain the exclusive property of the Buyer.

此外，买方提供给供应商的所有材料、文件、零件、图纸、信息的知识产权，仍然为买方的专有财产。

Files or drawings provided by the Buyer may not be copied by the Supplier, nor transferred to another person or organisation, nor used for any purpose other than the manufacture of the products for the Buyer. These drawings or files must be returned at the request of the Buyer.

买方提供的文件或图纸不得由供应商复制，不得转让给其他人或组织，也不得用于为买方制造产品以外的任何目的。这些图纸或文件必须应买方的要求返还。

Accordingly, any copying, registering, manufacturing, marketing, advertising, transfer or use by the Supplier for any purpose other than that defined in the preceding paragraph is prohibited. The Supplier is prohibited from registering any of the products ordered by the Buyer and the drawings or manufacturing processes for any Intellectual and Property Rights.

因此，禁止供应商为上述规定的以外的任何目的复制、注册、制造、营销、广告、转让或使用。禁止供应商就买方采购的产品及相关图纸或制造工艺注册任何知识产权。

If the goods and products included in the Order are designed or manufactured *ad hoc* by the Supplier at the express request of the Buyer, the drawings, designs, computer programmes, tools or machinery delivered by the Buyer (if applicable), as well as any other documentation or information subject to intellectual or industrial protection, shall be the property of the Buyer, and all those rights subject to protection that may be generated in the execution of the Order shall belong to the Buyer. In such a case, the Supplier may not sell to third parties or make use of the above for any subsequent manufacture of goods or products for third parties.

如果订单中包含的货物和产品是供应商应买方的明确要求临时设计或制造的，则买方交付的图纸、设计、计算机程序、模具或机械（如适用）以及受知识产权或工业产权保护的任何其他文件或信息应属于买方的财产，以及执行订单时可能产生的所有受保护的权益均属于买方。在这种情况下，供应商不得向第三方出售或将上述文件或信息用于为第三方制造任何商品或产品。

## **16. ADVERTISING BAN**

### **广告禁止**

The Supplier may not, for their own benefit or for the benefit of third parties, carry out any advertising relating to the sales they make to the Buyer, unless the latter gives its written consent.

供应商不得出于自身利益或为第三方的利益投放有关其向买方销售产品的任何广告，除非获得买方书面同意。

## **17. SUSPENSION**

### **暂停条款**

The Buyer reserves the right to suspend the fulfilment of the Order, in whole or in part, at any time, with the suspension being effective from the date on which the Supplier is notified in writing.

买方保留随时中止全部或部分订单的履行的权利，该中止自书面通知供应商之日起生效。

The Supplier shall suspend the fulfilment of the Order as soon as the above-mentioned notification is received.



一旦收到上述通知，供应商应中止履行订单。

In this case, if the suspension of the fulfilment of the Order exceeds six months, the Parties will meet as soon as possible to examine the contractual implications and the possible subsequent resumption of the fulfilment of the Order.

在这种情况下，如果中止履行订单的时间超过六个月，则双方应尽快举行会议，以审查合同影响以及随后可能会发生的恢复履行订单。

Only in the event that the suspension is extended beyond 6 months, the Supplier shall have the right to be compensated by the Buyer for any expenses incurred as a result of the suspension, provided that these are duly notified and justified.

仅在中止的期限超过六个月的情况下，供应商有权要求买方赔偿因中止而产生的任何费用，但前提是供应商应将这些费用及时通知买方，并证明是合理的。

The resumption of the fulfilment of the Order shall be notified in writing to the Supplier, who shall not have the right to refuse.

恢复履行订单应书面通知供应商，供应商无权拒绝。

## **18. CIVIL LIABILITY FOR DAMAGES AND INSURANCE**

### **损害赔偿民事责任和保险条款**

The Supplier shall be liable to the Buyer and to third parties for all direct or indirect damages resulting from the manufacture and delivery of the products included in the Order, without any quantitative limitation.

供应商应对买方和第三方因制造和交付订单中的产品而造成的所有直接或间接损害负责，没有任何数量限制。

The Supplier must compensate the Buyer for all damages or expenses incurred in order to fulfil the commitments made to a third party (such as additional transport costs, the need to hire additional labour, etc.) and for all the amounts that the Buyer must pay to the third party concerned, including the damages and penalties applied by the latter, which are attributable to non-compliance by the Supplier.

供应商必须赔偿买方由于供应商的违约导致买方为履行对第三方作出的承诺而发生的所有损害或费用（如额外运输费用、需要雇用额外劳动力等），并且供应商必须赔偿买方须向第三方支付的所有金额，包括第三方所施加的损害赔偿和违约金。

If the Supplier carries out any work on the Buyer's premises or uses the Buyer's property, whether on or off the Buyer's premises, the Supplier shall indemnify and hold the Buyer



harmless against any liability, claims, demands or expenses (including the costs of attorneys or other professionals) for any property damage, death or injury to the Buyer, its employees or any other person resulting from or in connection with the Supplier's performance of its work or use of the Buyer's property, except for claims or demands resulting from the Buyer's sole negligence.

如果供应商在买方的场所进行任何工作或使用买方的财产，无论是在买方的场所内还是外，对于因供应商履行其工作或使用买方财产或与此相关而对买方、其员工或任何其他其他人造成的任何财产损失、死亡或人身损害，供应商均应赔偿买方，并使买方免于承担任何责任、索赔、要求或费用（包括律师费或其他专业人士费用）。但因买方的单方疏忽引起的索赔或要求除外。

The Supplier undertakes to hold the Buyer harmless and to indemnify the Buyer in full for any liability arising from any death, injury to persons or damage to property resulting from any breach by the Supplier, from any failure to comply with safety, health or environmental regulations, or from any intention or negligence of the Supplier, its employees, agents or subcontractors during the execution of the Order, including reasonable defence costs on the part of the Buyer.

供应商承诺全额赔偿买方并使买方免于承担因供应商的违约行为，不遵守安全、健康或环境法规，或者因供应商自身、其员工、代理或分包商在执行订单过程中的故意或过失而造成的任何死亡、人身伤害或财产损失而产生的任何责任（包括赔偿买方的合理辩护费用）。

The Supplier must have a civil liability policy that covers the financial consequences of any damage caused to third parties, with sufficient cover to meet any liability that may be attributed, which under no circumstances may be less than 10 million euros per claim. The Supplier undertakes to keep the policy in force for the duration of the Order, and to deliver a copy to the Buyer upon request.

供应商必须有一份民事责任保险，涵盖对第三方造成的任何损害的财务后果，并有足够的保障覆盖对第三方可能承担的任何责任，在任何情况下每项索赔的赔偿额都不得低于 1000 万欧元。供应商承诺在执行订单期间保持保单有效，并应要求向买方交付一份副本。

The insurance policy must also cover any third party property.

The Supplier must take out Product liability insurance.

The requirement that the Supplier shall purchase and maintain insurance cover does not release, replace or limit its liability to the Buyer.

保险还必须涵盖任何第三方财产损害。

供应商必须购买产品责任险。

供应商购买并维持保险的要求不能免除、取代或限制其对买方的责任。

## **19. WAIVER OF RIGHTS**

### **弃权**

The waiving of rights by the Buyer, one or more times, to demand the fulfilment of any of the terms or conditions of these General Conditions, to exercise any of the rights or privileges granted by them, shall not be understood as a generic waiver of such terms, conditions, rights or privileges, which shall continue in full force and effect as if such waiver had not taken place.

买方一次或多次放弃要求履行本通用条款的任何条款或条件，或放弃行使其所授予的任何权利或特权，不应理解为对此类条款、条件、权利或特权的一般性放弃，该等放弃不影响这些条款、条件、权利或特权继续具有完全的效力。

## **20. CORPORATE SOCIAL RESPONSIBILITY AND REGULATORY COMPLIANCE**

### **企业社会责任和合规**

Mondragon Assembly has a certified integrated management system that commits it to quality, social responsibility and strict controls to reduce the risk of committing crimes and to comply with the law, all of which is set out in its "Code of Conduct" and its various policies (available on the website).

蒙德拉贡拥有经过认证的管理体系,该体系对质量,社会责任和严格控制进行承诺,以减少犯罪的风险并遵守法律,所有这些均在其“行为准则”及其各种政策中进行了规定(可在网站上查询)。

In accordance with this ethos, Mondragon Assembly expects and requests that the Supplier follow this same responsible, ethical and legal approach.

根据这种精神,蒙德拉贡期望并要求供应商遵循同样负责任、合乎道德和法律的方针。

With this in mind, the Supplier undertakes to comply with the Mondragon Assembly Supplier Code of Conduct (the “**Supplier Code of Conduct**”), which is subject to modification by the Buyer from time to time and available on the website [www.mondragon-assembly.com](http://www.mondragon-assembly.com). The Supplier acknowledges having read the Supplier Code of Conduct to which it declares to adhere by accepting these General Conditions.

考虑到这一点,供应商承诺遵守买方可能不时修订的《蒙德拉贡供应商行为准则》(“**供应商行为准则**”),该准则可在 [www.mondragon-assembly.com](http://www.mondragon-assembly.com) 网站上找到。供应商确认已阅读该准则,并且经接受本通用条款而声明遵守该准则。

The Supplier shall also provide the Buyer with any information requested by the latter, at any time, to verify the Supplier's compliance with the Supplier Code of Conduct.

供应商还应在任何时候向买方提供买方需要的任何资料，以核实供应商是否遵守供应商行为准则。

The Supplier will respect the protection of human rights, minimum working conditions, environmental responsibility, and anti-corruption regulations. Accordingly, the Supplier declares zero tolerance for criminal acts and expressly forbids their commission, either directly or through third parties, in connection with the fulfilment of the Order.

供应商将尊重人权保护、提供最低工作条件、遵守环境责任和反腐败法规。因此，供应商宣布对犯罪行为零容忍，并明确禁止在履行订单方面直接或通过第三方进行犯罪。

The Supplier undertakes not to engage in any acts of corruption, including bribery, influence peddling or money laundering, and to prevent such conduct within their organisation in connection with the execution of the Order. These declarations affect both the Supplier itself and all its personnel, as well as all subsequent subcontractors and any person related to the Supplier, for the purpose of fulfilling the Order, and the involvement of any such persons in any acts of corruption shall be deemed as the Supplier's breach of the above undertakings.

供应商承诺不参与任何腐败行为，包括贿赂，招权纳贿或洗钱，并在其组织内部防止与执行订单有关的此类行为。以履行订单为目的，这些声明，关系到供应商本身及其所有人员，以及所有后续分包商和任何与供应商有关的人员，任何该等人员参与任何腐败行为均视为供应商对上述承诺的违反。

Any non-compliance with this Clause and/or the provisions of the Supplier Code of Conduct by the Supplier or any of its personnel, subsequent subcontractors or any person related to the Supplier shall be deemed as material breach to these General Conditions, in which case the Buyer may terminate these General Conditions and/or any pending Order in place, without prejudice to any other rights the Buyer may have, including compensation for any damages caused.

如果供应商或者其人员、后续分包商或与供应商有关的任何人员不遵守本条款和/或供应商行为准则的规定，则视为对本通用条款的实质性违约，买方有权终止本通用条款和/或进行中的订单，而不影响买方可能拥有的其他权利，包括对所造成的任何损失进行索赔。

## **21. Offsetting**

### **抵销**

The Buyer, as well as any of the companies that make up the Group to which the Buyer belongs, may deduct or offset any sums owed to the Supplier by any of said companies, from or against any sums owed by the Supplier to any of these said companies.

买方以及构成买方所属集团的任何公司，都可以从供应商欠任何上述公司的任何款项中扣除或抵销任何上述公司欠供应商的任何款项。

## **22. FORCE MAJEURE**

### **不可抗力**

Neither party shall be liable for failure to comply with its obligations, when such failure is due to Force Majeure.

任何一方因不可抗力而不能履行其义务时，均不承担责任。

The party affected by the occurrence of the Force Majeure event shall inform the other party as soon as possible, stating the circumstances it faces, the estimated duration of the Force Majeure event and the measures it will take to mitigate its effects.

受不可抗力事件影响的一方应尽快通知另一方，说明其面临的情况、不可抗力事件的预计持续时间和将采取的减轻其影响的措施。

If the Force Majeure event affecting the Supplier extends beyond TWENTY (20) calendar days from the time the Buyer has been informed, the Buyer may cancel the pending Orders, in whole or in part, by courier with acknowledgement of receipt without assuming any liability to the Supplier in this regard, provided that it has not been possible to reach a joint solution to resolve the problems caused by the Force Majeure event.

如果影响供应商的不可抗力事件自买方收到之日起持续超过二十（20）个自然日，则买方可以通过带有确认收据的快递全部或部分取消进行中的订单，并且买方不为此对供应商承担任何责任，但前提是无法就不可抗力事件造成的问题达成共同的解决方案。

During the Force Majeure event, the parties may take such measures as they deem appropriate to prevent the damage caused by the impossibility of the Supplier to fulfil its obligations. 在不可抗力事件期间，双方可采取其认为适当的措施，防止因供应商无法履行其义务而造成的损害。

Notwithstanding the above, and for clarification purposes, any cases already known to the Parties and existing at the time of acceptance of the Order by the Supplier shall not be

considered events of Force Majeure and, therefore, the provisions of this Clause shall not apply.

尽管有上述，为澄清起见，供应商在接受订单时，双方已知和存在的任何情况均不应视为不可抗力事件，因此，本条款的规定不适用。

### **23. NULLIFICATION OF ANY OF THE CLAUSES**

#### **条款的无效**

Should any of the provisions and/or conditions of this General Conditions or the Order be declared null, void or ineffective, such declaration shall not invalidate the rest of the provisions and/or conditions, which shall maintain its validity and effectiveness. The headings and titles of these General Conditions are only intended as an aid for reference and do not affect the interpretation of the provisions contained therein.

如果本通用条款或订单的任何规定和/或条件被宣布为无效或失效，则此类宣告不应使订其余规定和/或条件无效，后者应保持其有效性和效力。本通用条款的抬头和标题仅旨在作为参考，并不影响对其中所含条款的解释。

### **24. PERSONAL DATA PROTECTION**

#### **个人信息保护**

For the purposes of this Clause 24: (i) "**Data Protection Laws**" shall mean up to and including the Civil Code of China, the Cybersecurity Law of China and/or other applicable data protection laws, regulations and national standards in force of China and other jurisdictions if applicable; (ii) "**Personal Data**" shall have the same meanings as in the Data Protection Laws.

本第 24 条中：(i)“**数据保护法律**”是指且包括中国民法典、网络安全法和（或）中国以及其他国家或地区（若适用）现行有效的其他相关的数据保护法律、法规和国家标准；(ii)“**个人信息**”应适用数据保护法律中规定的含义。

In exercising its rights and performing its obligations under these General Conditions, the Supplier shall at all times comply with all legal obligations in respect of Personal Data including the Data Protection Laws. To the extent that any Personal Data is processed by the Supplier, the Supplier shall: (i) not process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than for the purpose as necessary to perform its obligations under these General Conditions and in accordance with the Data Protection Laws; (ii) take all appropriate technical and organizational measures against unauthorised or unlawful processing of such Personal Data and against accidental loss or destruction of, or damage to, such Personal Data; (iii) ensure that its employees who may

have access to the Personal Data are subject to appropriate confidentiality obligations or undertakings.

供应商在行使和履行本通用条款项下的权利和义务时，应始终遵守与个人信息相关的所有法律义务，包括数据保护法律。在供应商处理任何个人信息的情况下，供应商应当：(i) 除为履行本通用条款下的义务所需并按照数据保护法律处理个人信息以外，不得处理、转移、修改、变更或更改个人信息，或向任何第三方披露或允许披露个人信息；(ii) 采取一切适当的技术和组织措施，以防止对该等个人信息进行未经授权的处理或非法处理，以及防止该等个人信息的意外丢失、破坏或损坏；(iii) 确保其可能访问个人信息的员工受到适当的保密义务或承诺的约束。

The Supplier shall notify the Buyer promptly and without undue delay (and in any event within 24 hours upon becoming aware) of a Personal Data breach or circumstances that are likely to give rise to a Personal Data breach.

如果发生个人信息侵害或发生可能导致个人信息侵害的情形，供应商应及时（在任何情况下，必须在得知后 24 小时内）通知买方。

Supplier agrees that it will not withhold or delay its consent to any changes to this Clause 24 which in the Buyer's reasonable opinion are required to be made in order to comply with applicable Data Protection Laws and regulations and/or with guidelines and advice from any competent supervisory authority, and agrees to implement any such changes at no additional cost to the Buyer.

对于买方合理认为为遵守适用的数据保护法律及法规和/或来自任何主管监督机构的指示和建议而有必要对第 24 条进行的变更，供应商同意其将不会拒绝或延迟同意该等变更，且供应商同意不会就任何此种变更的实施而向买方收取额外费用。

If the Buyer is of the opinion that an additional data processing agreement is required to comply with the Data Protection Laws, the Supplier shall enter into such agreement with the Buyer upon the Buyer's request. The Parties shall at all times fully comply with any such data processing agreement.

若买方认为为遵守数据保护法律需要签订额外的数据处理协议，供应商一经买方要求应立即与买方签订该等协议。双方应始终全面遵守任何该等数据处理协议。

## **25. LANGUAGE**

### **语言**

In the event of any discrepancy between the different language versions of these General Conditions, the Chinese version shall prevail.

如果本通用条款的不同语言版本之间存在差异，则以中文版本为准。

## **26. APPLICABLE LAW AND ARBITRATION**

### **法律适用和司法管辖**

These General Conditions and the Orders to which they relate shall be governed and construed in accordance with the laws of the PRC.

本通用条款及其所涉及的订单应适用中国法律并从其解释。

If a dispute arises in connection with these General Conditions and/or the Order to which they relate, the responsible representatives of the Parties to the dispute shall attempt, in good faith, to resolve the dispute.

如果因本通用条款和/或所涉及的订单而引起争议，则各方的负责代表应真诚地尝试解决争议。

At the request of either Party, a representative of the senior management of each Party shall participate in the negotiations.

应任何一方的要求，双方的高级管理人员应派代表参加谈判。

Each Party shall have the right to terminate these negotiations at any time by giving written notice to the other Party.

每一方均有权在任何时候书面通知另一方终止谈判。

All disputes arising in relation to these General Conditions and the Order to which they relate, and which are not resolved in accordance with the preceding paragraph, shall be definitively resolved in accordance with the provisions of the following paragraph.

与本通用条款及其所涉及的订单相关的所有争议，如果没有按照上述条款规定解决，则应按照以下条款的规定最终解决。

In the event that the Parties do not reach an amicable solution to the dispute, such dispute shall be submitted to the competent court where the Buyer is domiciled.

如果双方未能以友好的方式解决争议，则该等争议应提交给买方所在地有管辖权的法院处理。