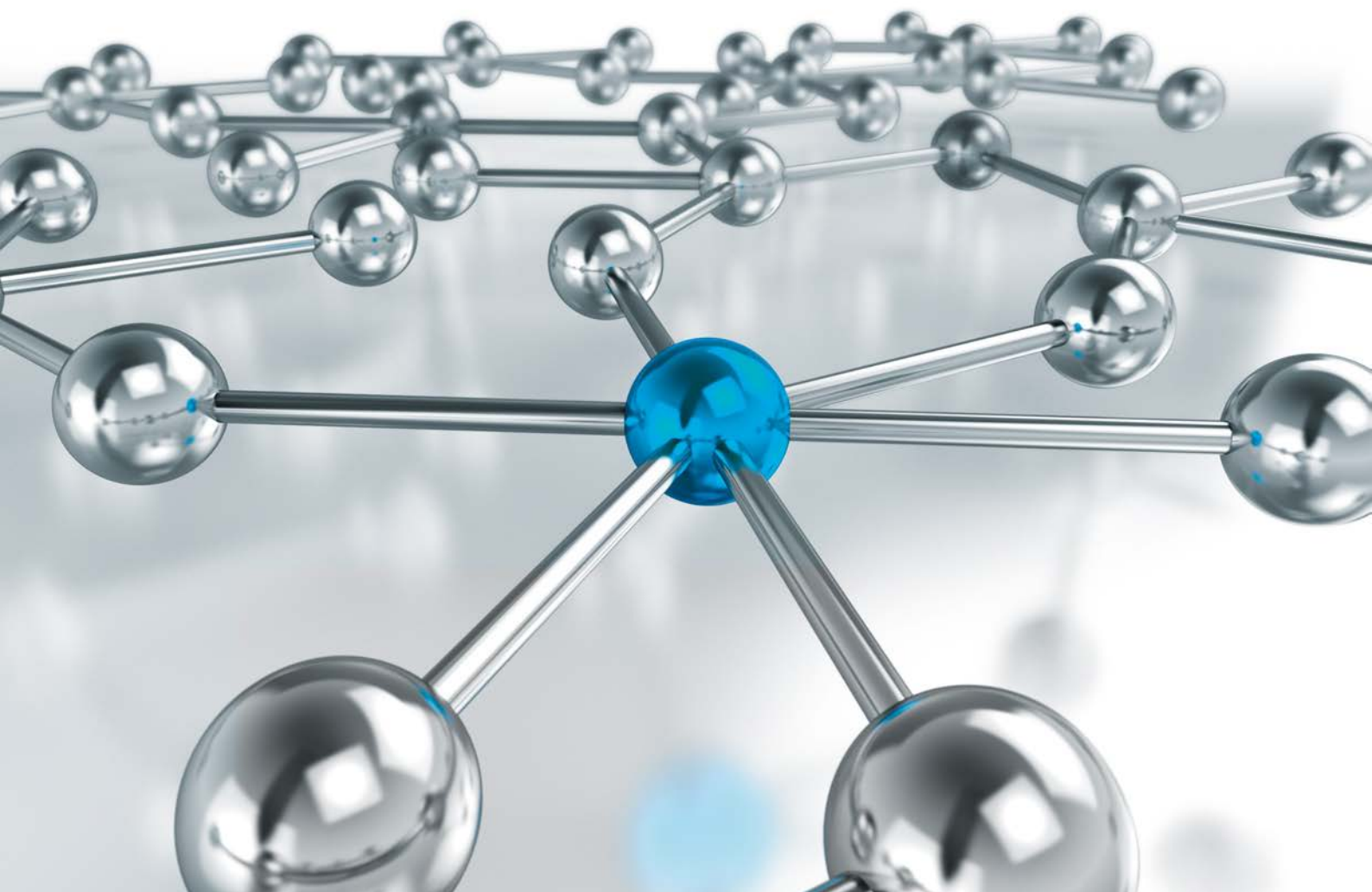


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Boysen Exhaust System (Shenyang) Ltd.
波森尾气系统（沈阳）有限公司

**The General Rules for Procurement of
Components and Materials**
材料采购通则

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1 总则/General Rules

1.1 波森尾气系统（沈阳）有限公司（以下简称波森尾气）的《排气系统零部件和采购通则》（以下简称采购通则）规定了波森尾气像波森尾气供应排气系统零部件、材料或服务（以下简称“货物或服务”）的供应商之间的权利和义务。

The General Rules for Procurement of Components and Materials for Exhaust Systems (hereinafter referred to as “the General Rules for Procurement”) of Boysen Exhaust Systems Shenyang Ltd. (hereinafter referred to as “BOYSEN”) provide the rights and obligations of BOYSEN and the Supplier who supplies Exhaust Systems components, materials or service (hereinafter referred to as “the Goods or Service”) to BOYSEN.

1.2、供应商接受采购通则意味着：

Acceptance of the General Rules for Procurement by a Supplier shall mean:

A、供应商正确地理解并承诺履行波森尾气采购通则的全部内容；

The Supplier truly understands and undertakes to fulfill all the contents of the BOYSEN’s General Rules for Procurement;

B、采购通则的法律效力涵盖所有相关现在的和将来的采购合同；

The legal effect of the General Rules for Procurement covers all relevant current and future Purchase Contracts;

C、不得采用与本通则条款相反或不同的其他条款，对本通则条款的任何修改必须以书面形式并经双方批准。

Any other terms in opposition to or different from that of the General Rules for Procurement shall be prohibited, Any modification to the terms of the General Rules for Procurement must be in written and approved by BOYSEN and the Supplier.

1.3、供应商只有接受采购通则，才有得到波森尾气采购合同的可能；但接受采购通则，并不意味着波森尾气给予供应商以后新项目采购合同的承诺。

The Supplier may obtain a Purchase Contract of BOYSEN only when it accepts the General Rules for Procurement. However, acceptance of the General Rules for Procurement shall not mean the commitment of BOYSEN to grant the Supplier new Purchase Contract afterwards.

1.4、采购合同的中止或终止，并不意味着供应商免除履行采购通则相关条款的义务。相关条款包括但不限于：备件义务、索赔义务、波森尾气资产的保管义务。

Suspension or termination of Purchase Contract does not mean that the Supplier is relieved of its obligation to fulfill the relevant terms and conditions of the General Rules for Procurement. These related terms and conditions herein include, but are not limited to the obligation of spare parts, claim obligation and obligation for safekeeping BOYSEN assets.

2、技术保证/Technical Assurance

2.1、波森尾气发放的、经供应商会签的技术信息（技术信息包括：数模、图纸、技术标准、程序、软件、试验计划、样件、专利、商标等），是供应商报价、提交货物或服务的技术依据，是波森尾气和供应商检查验收货物或服务是否满足技术要求、签订采购合同的技术保证。

Technical information issued by BOYSEN and signed jointly by the Suppliers (including modules, drawings, technical standards, programs, soft wares, test plans, sample parts, patents, trademarks, etc.) shall be the technical basis for the Supplier to offer quotation and deliver Goods or Service as well as the technical guarantee for BOYSEN and the Supplier to inspect and accept the Goods or Service for its compliance with technical requirements and sign Purchase Contract.

2.2、供应商收到的技术文件、图纸和标准，其原著德文文本是有法律约束力的文本，仅当中、英文是原著时除外。

The original German version of technical documentations, drawings and specifications that supplier received is the legal binding version, only If Chinese and English is the original version as an exception.

2.3、供应商保证其提交的货物或服务

The Supplier shall guarantee that the Goods or Service supplied thereof:

A、完全符合波森尾气发放的技术信息的要求或经波森尾气批准的供应商的技术信息要求；
Completely meets the requirements of the technical information issued by BOYSEN or the technical information of the Supplier approved by BOYSEN;

B、没有工艺缺陷；
Is free of craftsmanship defects;

C、以波森尾气的特定要求为目的、由供应商参与设计的项目，供应商明确保证其提交的设计完全适合并能充分满足波森尾气提出的、供应商同意的技术要求和特定的使用目的。
As for the project designed for the purpose of BOYSEN 5s specific requirement and participated by the Supplier, the Supplier expressly guarantees that its design completely fits and fully meets the technical requirements and special using purpose required by BOYSEN and agreed by the Supplier.

2.4、供应商保证遵守中国及地方的环境、职业安全卫生等方面的法律法规要求。

The Supplier shall guarantee to comply with China and local laws and regulations in respect of environment, occupational safety and health, etc.

3、开发计划/ Development Schedule

国产化零部件开发进度计划是波森尾气要求供应商随报价一同提交的、保证能满足波森尾气项目投产(质量门)要求的一份具有约束力的开发计划,是波森尾气跟踪、考核供应商是否按期履行其义务的有效文件。供应商制订的国产化零部件开发进度计划一经波森尾气批准,供应商必须严格执行。由于供应商原因导致该计划的延迟而造成波森尾气的任何损失,波森尾气保留依该等损失向供应商提出索赔的权利。供应商的责任限于可归咎供应商的原因直接导致的且经波森尾气和供应商友好协商并达成一致的范围。

The Localized Components Development Schedule is a binding development plan required by BOYSEN to be submitted along with quotation of the Supplier to ensure meeting the project production (Quality Gate) requirements of BOYSEN, and is a valid document for BOYSEN to trace and evaluate whether or not the Supplier has fulfilled its obligations as scheduled. Once the Localized Components Development Schedule made by the Supplier is approved by BOYSEN, the Supplier must strictly implement it. BOYSEN shall reserve the right to claim against the Supplier for any loss caused to BOYSEN by postponing the Schedule on the part of the Supplier. The scope of the Supplier 5s liability arising out of the foregoing shall be limited to that which results directly from the reason attributable to the Supplier and be subject to the good faith negotiation and agreement between BOYSEN and the Supplier.

4、质量保证/Quality Assurance

4.1、供应商的质量体系必须通过权威质量体系认证机构的认证,认证包括但不限于:TS16949ISO\QS9000、VDA6.1,供应商必须保证其质量体系的有效性,以保证其交付的货物或服务质量的稳定性和可靠性。

The Supplier's quality system must acquire the certification by authoritative institutions for quality system certification; such certification shall include but not be limited to TS16949, ISO\QS9000, and VDA6.1. Meanwhile, the Supplier shall guarantee the effectiveness of its quality system, and the stability and reliability of the quality of the Goods or Service delivered thereby.

4.2、生产过程和产品批准 (PPA)/Production Process and Product Approval (PPA)

4.2.1、简介/Introduction

供应商必须按照 ISO/TS 16949 实施 PPA 批量生产产品的批准程序。除非另有规定,否则此程序的要求应遵循最近发行的 VDA 卷 2 的相关条款。个别情况下,供应商可与波森尾气协商不同的程序。

In accordance with ISO/TS 16949, the Supplier must carry out a PPA process for series production approval. Unless otherwise specified in the following, the requirements made

on this process are oriented towards the relevant, current issue of VDA Volume 2. In individual cases, a different process may be coordinated with BOYSEN.

4.2.2、应用领域/Application Area

除 VDA 卷 2 规定的范围外，标准件也必须实施 PPA 程序。波森尾气可要求提交有关交货范围和波森尾气产品编号中出现的所有部件的 ISIR。

In addition to the scope specified in VDA Volume 2, the PPA process must also be carried out in the case of standard parts (parts whose item number begins with nNM), software. BOYSEN may request an initial sample inspection report for a scope of delivery and all component parts with BOYSEN item number contained therein.

4.2.3、其他波森尾气工厂的系列产品批准 /Series Production Approvals of Other Boysen Plants

如果供应商已经实施了 PPA 程序并已收了波森尾气的系列产品批准，且没有触发新的 PPA 程序，则只须在产品供给波森尾气之前根据 VDA 卷 2 第 4.5 章的要求，从已经批准的工厂中提交样件（样品及检验报告）

If the Supplier has already carried out a PPA process and has received series production approval from a Daimler plant and no trigger for a new PPA process is present, only sampling according to VDA Volume 2, Chapter 4.5 (samples and documents incl. inspection report from Daimler) has to be carried out for these plants prior to supplying BOYSEN.

4.2.4、PPA 程序触发因素/Triggers for the PPA Process

波森尾气系列产品批准的负责人必须被告知所有生产过程和产品的变更。除非得到同意，否则按照下列 矩阵继续进行。

The Boysen employees responsible for series production approval must be notified of all production process and product modifications. Unless otherwise agreed, proceed according to the following matrix.

触发因素 Trigger	PPA 的执行 Execution of PPA	采购信息 Information to purchasing	物流信息 Information to logistics
新部件 New parts	√		
产品变更 Product modifications	√		
生产场地变化 Production relocation	√		

生产过程变更 Production process modification	√		
试验程序变更 Test process modification	√		
长期的生产中断，超过 12 个月 Long-term production stoppage, more than 12 months	√		
供应商采购零部件的更改 Modifications in the Supplier's purchased parts	√		
随后抽样 Subsequent sampling	√		
资质再审 Re-qualification	按 要 求 On request		

4.2.5、PPA 程序的执行/Execution of the PPA Process

由供应商原因需触发 PPA 程序，供应商应在计划实施的至少一个月之前提供有关触发 PPA 的通知。在正当的特殊情况下，偏离规定或许可以得到波森尾气系列产品批准的负责人同意。

If a PPA process trigger caused by the Supplier arises, the Supplier shall provide notification of this trigger at least six months prior to planned implementation. In justified, exceptional cases, deviating regulations may be agreed with the client Boysne plant employees responsible for series production approval.

波森尾气为供应商指定样件提交日期。即使没有单独的采购订单，供应商也应按上述日期交付样件。除非波森尾气明确免除交付。

Boysen specifies a sampling date to the Supplier. Even without a separate purchase order, the Supplier shall deliver sample parts by the above mentioned date, unless Boysen expressly dispenses with delivery

4.2.6、存储周期/Storage Periods

供应商必须保存 PPA 文件至批量生产停止后 15 年，并一经要求便可提交。

Following the discontinuation of series production, the PPA process documents must be archived for 15 years by the Supplier and submitted on request.

4.2.7、批准状态/Approval Status

以试验报告形式通知供应商一般的批准状态。

The Supplier is notified of the general approval status in the form of a test report

4.2.8、不符合/ Non-adherence

一旦相应零件样品鉴定未能成功通过，供应商应承担波森尾气负责的、与鉴定不符合项直接相关的额外费用。

If the agreed sampling per part status does not lead to success, the Supplier bears all additional costs incurred by Boysen which are directly related to the sampling process if it is responsible for the negative result.

4.3、只有通过了波森尾气货源考察的供应商，才有资格参与波森尾气项目的开发与生产。
Only the Supplier who has undergone the Boysen's Potential Analyze eligible to participate in the development and production for Boysen projects.

供应商应提供足够的资源排除货源考察过程中所发现的缺陷，并保证按双方同意的日期完成改进计划。The Supplier shall provide adequate resources to improve the liabilities and weaknesses identified in the Potential Analyze process and guarantee to finish the developing plan before the end of date agreed by both parties.

4.4、对于暂未满足波森尾气货源考察要求、但获得波森尾气临时货源资格的供应商，供应商应自费按双方确定的整改措施及供应商开发流程完成改进。

The Supplier who temporarily fails in meeting the Boysen's requirements in Potential Analyze but has obtained temporary qualification for Boysen goods source is required to improve in accordance with the rectification measures and the Supplier development flow determined by Both Parties at supplier's expense.

4.5、在事先通知的情况下，在任何适当的时间供应商应允许波森尾气参观与波森尾气项目有关的生产现场（包括其分供方）及其质量管理体系的运行情况进行检查、评估和审核。在调查期间，供应商应给予充分的合作。

With prior notice, the Supplier shall allow Boysen to visit its (and its sub-suppliers) production sites related to Boysen projects, and to inspect, appraise and examine the operation of its quality management system at any appropriate time. During the survey period, the Supplier shall offer sufficient cooperation.

4.6、质量保证协议及签署/Sign-off of Quality Assurance Regulation

本质量保证协议是为保障客户和供应商之间所要达到规定的质量目标而规例的技术和组织的环境及过程的合同约定。

This Quality Assurance Regulation is the contractual specification of the technical and organizational general conditions and processes between clients and contractors that are necessary to achieve the required quality goal.

该协议规定了在质量保证方面对供应商管理系统的要求。

The regulation governs the demands made on the management system by the contracting partners with respect to quality assurance.

特别是通过本协议确定了对制造过程及产品的批准的特殊要求。

In particular, the Quality Assurance Regulation lays down specific requirements for the production process and product release process.

质量保障协议签署是作为供应商准入波森采购名录合格供应商的前提

Sign-off of Quality Assurance Regulation is the premise of being supplier of Boysen purchase System.

4.7、供应商向波森尾气交付的货物或服务应按国家《质量法》的规定，提交货物或服务出

厂合格证，准备交付的货物或服务应与通过波森尾气鉴定的正式工装样件的质量保持一致，并随供货按批提交真实的检测报告。如检测报告被证明不真实，将导致供应商批量退货、赔偿、甚至波森尾气对供应商的不信任而取消其供应商的供货资格。

The Goods or Service delivered by the Supplier to BOYSEN shall conform to the Product Quality Law of the People's Republic of China and the Supplier shall submit the ex-works conformity certificate of such Goods or Service. The Goods or Service to be delivered shall have the same quality with those formal samples that have passed BOYSEN appraisal. Furthermore, true quality inspection report shall be submitted along with the goods supplied in batch. If the quality inspection report turns out to be untrue, the Supplier will suffer return of goods in batch and compensation therefor, or even disqualification of the Supplier for goods supply due to distrust of BOYSEN.

4.8、波森尾气有权对供应商提交的货物或服务进行抽检验证，若抽检验证结果和供应商提交的检测报告不一致，以波森尾气的抽检结果为验收依据。若供应商对波森尾气的抽检结果有异议，其有权对波森尾气的检测仪器、检测方法进行确认或委托国家授权的第三方实验室进行确认，波森尾气接受国家授权的第三方实验室的认证结果。相关费用由有错方承担。

BOYSEN shall have the right to carry out sampling verification on the Goods or Service delivered by the Supplier; in case of inconsistency between the sampling verification results and the quality inspection report submitted by the Supplier, the sampling inspection results from BOYSEN shall be taken as the basis for inspection and acceptance. The Supplier shall have the right to confirm BOYSEN's inspection instruments and testing methods, or entrust a third party lab authorized by the State to make such confirmation if the Supplier had doubt about the inspection results from BOYSEN, and BOYSEN shall accept the certification results from a third-party lab authorized by the State. The relevant costs will be borne by the fault party.

4.9、经检测确定的不合格品，必须由波森尾气另行决定并通知供货商。在任何情况下，此等货物不得进入任何商业或非商业渠道。

The goods failing to pass the quality inspection shall be determined by BOYSEN separately and notified to the Supplier. In any case, such goods may not enter any commercial or non-commercial channels.

4.10、供应商同意保存其有关所有货物在何时、以何种方式及由何人进行检查的记录，以证明其制造的货物无缺陷。此类记录必须保存相应供货结束后15年，并一经波森要求即可提交。如供应商能排除使用其产品对生命和健康所可能造成的风险，则其有权缩短文件的保存期限。供应商应要求其所有的分包商履行相同义务。

Supplier agrees to maintain quality records for all Goods indicating when, how and by whom any checks have been carried out in order to ensure the defect-free manufacture of the Goods. These records must be kept for 15 (fifteen) years following the end of supply and be presented upon request. Supplier is entitled to reduce the holding period for

documentation if Supplier is able to exclude the possibility of risk to life and health in the use of its products. Supplier is required to impose on any sub-suppliers the same obligations.

5、分供方管理/Management of Sub-suppliers

5.1、波森尾气保留向供应商对关键货物或服务指定其分供方、对分供方进行质量评估、商务谈判、质量过程控制等的权利，供应商应予积极配合。该等指定并不意味着供应商免除对该指定分供方的质量管理责任，供应商应积极履行其商务关系所赋予的权利和义务。

Boysen reserves the rights to appoint the Supplier's sub-supplier(s) for key Goods or Service, carry out quality evaluation against, conduct business negotiation with, and control quality process of sub-suppliers and etc., whereas the Supplier shall make active cooperation with Boysen in these respects. Such appointment does not mean relieving the Supplier from its responsibility for quality management of the appointed sub-supplier(s). The Supplier shall actively fulfill the rights and obligations endowed by its business relationship.

5.2、随新产品鉴定文件，供应商需填写其分供方及分供方所承制的零部件清单，该清单一经双方确认不得随意更改。

Along with the new product appraisal document, the Supplier shall fill out the list of its sub-suppliers and the parts to be produced by such sub-suppliers, which may not be arbitrarily changed once being confirmed by Both Parties.

6、采购合同及订单/Purchase Frame Contract & Purchase Order

6.1、采购合同是波森尾气与供应商签订的商务合同，包括但不限于《新产品采购价格协议》、《采购价格调整协议》、《售后备件价格协议》、《专用装备价格协议》、《三方协议》等。

Purchase Contract is a commercial contract signed by and between BOYSEN and the Supplier, including but not limited, New Product Purchase Price Agreement, Procurement Price Adjustment Agreement, Price Agreement for After-sales Parts, Special Equipment Price Agreement, or Three Party Agreement.

采购订单是波森尾气物流部根据采购合同、生产计划和售后服务需求编制的货物或服务需求计划，是供应商安排生产、交货、波森尾气收货、验货的依据，供应商必须严格执行采购订单中有关交货价格、交货时间、交货地点、交货数量的规定。

Purchase Order is the Goods or Service requisition plan compiled by BOYSEN Logistics Department in accordance with Purchase Contract, production plan and after-sales service requirements, and it is also the basis for the Supplier to arrange production and deliver goods and for BOYSEN to receive and inspect goods. The Supplier must strictly implement the provisions in Purchase Order on delivery price, delivery date, delivery place

and delivery quality.

6.2、波森尾气与供应商签署的《新产品采购价格协议》、《采购价格调整协议》、《售后备件价格协议》是采购订单中采购单价的依据。

The New Product Purchase Price Agreement, Procurement Price Adjustment Agreement, Price Agreement of Parts after Sale signed by and between BOYSEN and the Supplier are the bases for the unit purchase prices in the Purchase Order.

6.3、随供应商国产化率、制造水平和管理水平的不断提高，工艺水平的不断完善，波森尾气保留每个年度对货物或服务实施降价的权利并经双方同意后重新签署价格协议。

As the Supplier unceasingly improves its localization rate, manufacturing level, management and technological level, BOYSEN reserves the right to reduce the price of the Goods or Service provided by the Supplier every year and re-sign Price Agreement after agreed by both parties.

6.4、波森尾气和供应商均有因原材料波动而调整货物或服务采购价格的权利，需要调整价格协议的原材料波动幅度经双方友好协商而定。

Both BOYSEN and the Supplier have the right to adjust the purchase price of the Goods or Service due to fluctuation in raw materials. The range of fluctuation in raw materials of adjustment to the purchase price will be determined by both parties,

6.5、供应商承诺，如果全部或实质上全部的其他可能影响价格的因素（包括但不限于，货物或服务的数量和/或可适用的条款和条件）是相同或者无可争议地相似，供给波森尾气的货物或服务的价格不高于供给其他客户同类或类似的货物或服务的价格。

The Supplier shall promise to offer the Goods or Service to BOYSEN at a price no higher than that of the same or similar Goods or Service offered to other customers if all or substantially all other factors which may give impact on the price (including, but not limited to, the quantities or volumes of the Goods or Service and/or the applicable terms and conditions) are same or unarguably similar.

6.6、波森尾气为关税调整的唯一受益人，受益范围包括供应商、供应商的分供方的关税调整、退税、免税。供应商应以书面形式告知波森其进口的材料执行的是符合国家法律法规要求的最低关税。

BOYSEN shall be the one and only beneficiary of adjustment of custom duty, including the benefits from adjustment, rebate and exemption of custom duty of the Supplier and its sub-suppliers. The Supplier shall notify BOYSEN in writing that its imported materials implement the minimum custom duty that meets the requirements of national laws and regulations.

7、更改控制/Modification Control

7.1、波森尾气的更改/Modification by BOYSEN

7.1.1、波森尾气保留在任何时候更改货物或服务的技术信息及采购订单的权利。

BOYSEN reserves the right to modify technical information of the Goods or Service and Purchase Order at any time.

7.1.2、对于采购订单的更改，供应商承诺能够满足波森尾气实际需求数与最终双方确认的采购订单相比 $\pm 15\%$ 的变化，而无需波森尾气支付额外的费用。

As for modification to the Purchase Order, the Supplier shall promise to meet the change of $\pm 15\%$ in BOYSEN's actual demand compared with the Purchase Order finalized by Both Parties, without any additional costs payable by BOYSEN.

7.1.3、由波森尾气提出的技术信息更改所导致的产品价格、工装费用或交货时间上的任何变化，波森尾气在收到供应商的报价后审核确认。特别是工程变更，需要符合波森尾气的工程变更控制程序要求。

BOYSEN may make examination and confirmation after receipt of the Supplier's quotation for any changes in product price, tooling costs or performance date caused by the modification proposed initiatively by BOYSEN to technical information. Especially engineering modification shall meet BOYSEN requirements of the procedure for engineering modification control.

7.1.4、在任何询价或报价中规定的数量仅为订价计算的假设，不构成波森尾气必须订购此数量的任何义务。

The volumes set out in any RFQ or offers are solely assumptions, e.g. for the purpose of price calculation, and do not establish any obligation of BOYSEN to order such volumes.

7.1.5、在满足质量要求的前提下，供应商应主动从设计及工艺等方面降低成本。同时供应商有义务积极控制因变更产生的成本增加。

With the premise of satisfying quality requirements, the Supplier shall initiatively reduce cost in terms of design and technology, etc. And in the mean time, the Supplier shall be obligated to actively control cost increase due to any modification.

7.1.6、依据双方确认的工程更改文件，波森尾气对产品零件号的更改，并不影响双方对更

改前零件所约定的权利和义务，特别是波森尾气享有对更改前零件的专用装备购买合同中所规定的工装模具继续使用的权利和本通则中规定的供应商对波森尾气资产应承担的义务。

According to the engineering modification documents confirmed by Both Parties, BOYSEN modification to product component number shall not influence Both Parties' rights and obligations stipulated on the components before modification, especially BOYSEN right to continue to use the tools and modules specified in the Purchase Contract of Special Equipment for the components before such modification, and the Supplier' s obligations for BOYSEN assets specified in the General Rules for Procurement.

7.2、供应商在以下重大事项上有尽快通知波森尾气的义务：

The Supplier shall have the obligation to notify BOYSEN promptly upon occurrence of the following major issues:

A、供应商的股东状况的变更；

Change in shareholder status of the Supplier;

B、供应商遭遇的重大经济纠纷可能影响向波森尾气供货的情况；

In case the Supplier encounters serious economic disputes that may affect supply to BOYSEN

8、物流管理/Logistics Management

8.1、采购订单/Purchase Order

8.1.1、交货规定：波森尾气下发的采购订单中应载明交货日期、每次的交货数量、运输方式、接收地点 及特殊要求等信息。供应商应严格遵守订单所载内容交货。

Stipulation on Goods Delivery: Purchase Order (PO) issued by BOYSEN shall expressly indicate such information as delivery date, goods quantity delivered each time, transportation mode, receiving place and special requirements and so on. The Supplier shall deliver Goods according to the contents indicated in PO strictly.

8.1.2、采购订单信息反馈：供应商对于波森尾气的订货内容如有异议时，如是正常的订货，应于接到订单后两个工作日内反馈；若是紧急订货，应于接到订单后一个工作日内反馈，所有反馈均以书面形式。 在规定期限内波森尾气未接到供应商的反馈信息，即表示供应商同意履行订单的各项交货信息。

PO Information Feedback: The Supplier shall give feedback to BOYSEN within 2 working days after receipt of a normal PO if the Supplier has any dissent against the contents of , BOYSEN PO. In case of an urgent PO, the Supplier shall give feedback to BOYSEN within

one working day after receipt of such PO. All the feedbacks shall be given in the form of written notice. If BOYSEN does not receive any feedback information from the Supplier in the prescribed time limit, it shall mean that the Supplier agrees to fulfill all the delivery information indicated in the PO.

8.2、包装及周转器具 Packaging and Racks

8.2.1、包装及周转器具确认：波森尾气发出产品包装及周转器具确认书，审核确认供应商的包装方案。该等确认并不免除供应商对包装缺陷的任何责任。供应商所提供的包装及周转器具须符合行业规定和波森尾气的要求。供应商不得擅自更改及使用未经波森尾气认可的包装及器具。波森尾气有权对用于搬运和运输所用的器具及设备进行检验。供应商应按波森尾气要求定期提供上述记录。

Packaging and Racks Confirmation: BOYSEN issues the New Product Packing Form for Packaging and Racks in order to examine and confirm the packaging scheme of the Supplier. Such confirmation does not release the Supplier's obligations to any defect about the Packaging and Racks. The packaging and racks provided by the Supplier must meet industry regulations and BOYSEN's requirements. Without permission from BOYSEN, the Supplier may not change and use the packaging and racks that have not been confirmed by BOYSEN. BOYSEN shall have the right to inspect the instruments and equipments used for removal and transportation. The Supplier shall periodically provide the aforesaid records according to BOYSEN's requirements.

8.2.2、循环使用：波森尾气确定是否使用循环包装及周转器具。

Recycling use: BOYSEN determines whether or not to use the mode of recycling packaging and racks.

8.2.3、周转器具投资：波森尾气和供应商协商确定周转器具投资的支付方式并签署相关协议。Investment on Racks: BOYSEN and the Supplier jointly consult and determine the payment mode for the investment on racks and sign the related Agreement.

8.2.4、标签规定：标签及物流条形码须符合波森尾气的要求 VDA 标签。

Labeling Stipulation: Labels and logistic barcodes must meet the requirements of BOYSEN VDA Label.

8.3、运输/Transportation

8.3.1、运输方案：按波森尾气与供应商确认的方案执行，波森尾气保留更改货物交付及运输方案的权利。

Transportation Scheme: The transportation scheme shall be carried out according to the

confirmation by BOYSEN and the Supplier, and BOYSEN reserves the right to change the scheme for goods delivery and transportation.

8.3.2、运输服务提供方：供应商在得到波森尾气的同意后将运输服务转包。
Transportation Service Provider: The Supplier may subcontract the transportation service after obtaining consent from BOYSEN.

8.4、交货/Delivery

8.4.1、供应商交货时需持波森尾气所指定的交货通知单及货品出库检查记录表，并于规定交货期限内交入波森尾气指定地点。

The Supplier must deliver the Goods to the BOYSEN-designated place within the specified delivery time limit with the BOYSEN-designated “Delivery Note” and the Goods Ex-warehouse Inspection Record” .

8.4.2、由于供应商的过错导致延迟交货，尽管供应商做了积极努力并波森尾气给予了全力支持，仍造成波森尾气客户停产，供应商应以波森尾气的客户标准赔偿波森尾气的损失。
In case BOYSEN suffers the loss of production halt due to the delayed delivery resulting from Supplier’ s fault, the Supplier shall compensate BOYSEN based on the rate of BOYSEN ‘Customer of stop of production, even though the Supplier has done its best and got the fully support from BOYSEN.

8.4.3、供应商在交货期内未能按波森尾气订单要求的数量交货时，波森尾气将向供应商发出书面通知。 供应商超出订单要求交货部分，波森尾气有权拒绝接收。如波森尾气同意暂存该部分货物，将向供应商征收所发生的仓储费。
BOYSEN will deliver a written notification of the delivery shortage caused by the Supplier. If the delivery quantity is over the PO, BOYSEN has the right to refuse the extra goods. If BOYSEN accepts the temporary goods, BOYSEN has the right to charge the storage cost.

8.5、验收/ Acceptance

8.5.1、因包装缺陷导致货物受损，供应商应承担换货发生的一切费用。经双方证实、由波森尾气储运造成的损害除外。

In case of any defect in packaging results in damage to Goods, the Supplier shall bear all the expenses incurred to replace the Goods. It is exceptional for which is incurred by BOYSEN, s transportation and storage and is confirmed by both parties.

8.5.2、开箱检验时发现短装或错装并经供应商确认后，供应商必须及时调配数量或更换品种，所发生的一切费用供应商承担。

The Supplier is responsible for allocating quantity or replacing variety immediately in case of any shortage or wrong delivery found in incoming inspection and after confirmed by the

Supplier, the Supplier shall bear all the expenses incurred thereby.

8.6、货物所有权转移/Transfer of Goods Ownership

货物按照采购订单中约定的交货地点完成交接后，所有权从供应商转移至波森尾气。

After the Goods have been delivered and taken over at the delivery place stipulated in PO, the ownership of the Goods is transferred from the Supplier to BOYSEN.

8.7、付款/Payment

8.7.1、付款条款见双方签署的《新产品价格协议》或《采购价格调整协议》。

Payment terms shall be subject to the New Product Price Agreement or Procurement Price Adjustment Agreement signed by and between Both Parties.

8.7.2、原则上发票为每月开具一次，发票数量以波森尾气验收入库数为准。

In principle, the Supplier issues invoice once every month, and the quantity of invoice is subject to acceptance and in-warehouse records of BOYSEN.

8.7.3、由供应商提交的、用于 PPA 批准程序的初始样件，作为启动成本的一部分必须免费提供。启动成本摊销在批量产品的价格中，供应商为波森尾气质量部门提交的货物开始用量产价格。

The initial samples to be supplied by the Supplier for the production and process approval (PPA) procedure form part of start-up costs and must therefore be supplied free of charge. The start-up costs are covered by the series price. The series price becomes valid for the Supplier's delivery which are installed at BOYSEN as of a point in time designated "Quality Dept."

8.8、由波森尾气提供的零件及原材料/BOYSEN-supplied Components and Materials

8.8.1、供应商在制造产品时，波森尾气提供零件或原料（以下统称“支付给料”）以有偿方式供应给供应商。供应商在收到波森尾气支付给料清单时，应于指定工作日内办理相关结算及领用手续。BOYSEN-supplied components or materials (hereinafter referred to as

“Pay As Built , to the Supplier in a paid manner for the Supplier to manufacture products. The Supplier shall finish the relevant settlement and receipt procedures within specified working days after receiving the PIB List.

8.8.2、供应商对于波森尾气提供的零件或材料应妥善保管，不得使零件或材料受损、变质、遗失等。供应商必须定期向波森尾气报告库存状况。

The Supplier shall properly take care of PIB and may not cause damage, deterioration and loss of PIB. The Supplier must periodically report the inventory status of PIB to BOYSEN.

8.8.3、供应商不得将波森尾气的支付给料用于双方合约所订产品以外的产品，且不得转让质押给第三者。

The Supplier may not use PIB for any products other than those stipulated by Both Parties in contract, and may not transfer and impawn PIB to any third party.

8.8.4、” 支付给料"存在缺陷时，由双方质量部门协商判定责任归属。

The attribution of liability for any defect of PIB shall be determined by the quality departments of Both Parties through consultation.

9、索赔/Claim

9.1、售前索赔/Before-sales claim

9.1.1、经双方确认由供应商原因造成样件初次验证不合格，再次发生、直至货物或服务合格的零件费用、鉴定费用由供应商承担。

The Supplier shall bear and pay expenses for components and evaluation expenses when samples are rejected in the first test caused by the Supplier as confirmed by both parties, and in case the situations reoccur until the Goods or service are qualified.

9.1.2、由于供应商过错造成波森尾气国产化计划的延迟，供应商应承担波森尾气不得不使用紧急订货 订购 KD 件而发生的费用与采购国产件发生费用的差价。

In case the delay of localization plan on the fault of the Supplier, the Supplier shall undertake the price difference between the costs of BOYSEN have to use EX33 to order KD parts with the price of local parts.

9.1.3、由于供应商原因而导致货物或服务开发失败，供应商应无条件退回波森尾气预先支付的工装模具费、开发试验费。

The Supplier shall unconditionally return the tools and modules fee and development and experiment fee advanced by BOYSEN in case of failure in goods or service development due to the Supplier's fault.

9.1.4、出现批量返修、挑选和质量危机的事故，供应商除应付处理该等事故所发生的实际费用外，还应作为事故记录，累计处理，年终统一评判，作为对供应商绩效考核的依据之一。

In occurrence of repair, selection and quality crisis of batches of goods, besides all the expenses occurred from the accident, the Supplier shall keep accident records for cumulative process at the end of the year which will be one of the criteria for the performance evaluation of the Supplier.

9.1.5、如果货物或服务存在缺陷，在不影响波森尾气根据合同和/或法律规定所享有的任何其它权利的前提下，波森尾气有权根据具体的情况合理选择任何一项以下救济措施：

有缺陷货物的修理、返工、更换；或

按所减少价值的比例降低采购价格，并要求将超过购买价格的部分返回给波森尾气；

或

将有缺陷货物退还给供货商，并要求返回已付给供货商的相应货款。

In any case of the defective Goods or Service and without prejudice to any other rights of BOYSEN under the contract and/or law,BOYSEN shall have the right to reasonably elect to demand any of the following remedies according to the specific circumstances:

repair, rework or replacement of defective goods; or

abatement of the purchase price in proportion of the reduced value and return of any exceeding purchase price to BOYSEN; or

return the defective goods to the Supplier and require returning of any monies paid to the Supplier as consideration for these goods;

9.1.6、除了本条中规定的波森尾气的权利以及波森尾气依合同和/或法律规定而享有的其他权利，对于由货物缺陷引起的任何损失，供货商保证波森尾气不受损害，并向其赔偿，特别是：

生产损失，如缺陷产品的处理、由于使用有缺陷货物而发生的额外的终端处理；

若 11.1.5 中 A 项的补救措施由波森尾气或任何第三方来实施，则供货商应赔偿波森尾气或任何第三方所发生的有关费用。

检查费用，如对货物和车辆重新检查以确定缺陷货物；

重新核对的费用，如在包装和所附文件上错误表示数量、产品代码、或批号；

In addition to BOYSEN' s rights under this article and notwithstanding any other rights BOYSEN shall be entitled to under contract and/or law, the Supplier shall indemnify, hold BOYSEN harmless for and compensate any damages and losses caused by defects of the goods, in particular:

loss of production: such as defective production operations, additional final processing due to the use of defective goods;

execution by BOYSEN or any third party of the remedies about the article 11.1.5 (A) above, the Supplier shall reimburse any related costs incurred by BOYSEN or any third party.

costs for inspections, such as re-inspections of goods and vehicles in order to identify defective goods;

costs for re-measurement in cases such as mis-indication of quantity, product code or lot number on packaging and accompanying documents.

9.2、售后索赔/After-sales claim

波森尾气和供应商有责任依国家有关法律法规的要求，履行各自的义务，承担相应的质量责任和法律责任。凡因供应商提供的货物或服务质量问题引起波森尾气的纠纷，供应商应无条件地对任何具有法律效力的裁决文书中认定的属于供应商提供的货物或服务质量缺陷承担责任，赔偿波森尾气由此受到的损失。供应商有权依法提出异议，但异议期间不影响责任的承担。

BOYSEN and the Supplier are obliged to perform their respective obligations and undertake corresponding quality and legal responsibility as required by relevant laws and statutes of the state. In case of any BES's disputes caused by quality problems with the Goods or Service supplied by the Supplier, the Supplier shall unconditionally undertake the responsibility for the quality defect with the Goods or Service supplied by the Supplier as recognized in the judgment instrument with legal effect, and compensate BOYSEN's losses thus incurred. The Supplier has the right to object as per law, but the undertaking of responsibility shall not be influenced in the period of objection.

9.2.1、供应商承诺供给波森尾气的货物或服务的质量担保期不低于该采购通则明示的质量担保期。质量担保期内由于供应商原因导致的产品缺陷，供应商负有无偿更换和赔偿用户相关损失的责任。

The quality guarantee period of the Goods or Service that the Supplier promises to supply to BOYSEN shall not be lower than the quality guarantee period indicated in the General Rules for Procurement. As for product defect caused by the Supplier's reason within the quality guarantee period, the Supplier has the responsibility to replace free of charge and compensate the related loss of the user.

9.2.1.1、波森尾气的质量担保期：

供货到波森尾气的原材料产品质保期为 36 个月，以收货日期开始计算
BOYSEN's quality guarantee period is 36 Month, start from GR Date.

10、所有权/Ownership

10.1、波森尾气提供给供应商的技术信息，及依此技术信息生产的产品、波森尾气付费的工装模具/检具 及制造这些工装模具/检具的数模、波森尾气付费的用于试验、生产货物或服务的直接或间接的器材、设备，波森尾气拥有所有权。供应商不得以任何形式对上述技术信息、产品、工装模具/检具、设备等进行其名下所有权的注册或登记。除非波森尾气书面同意，供应商不得利用波森尾气的商标或利用其作为供应商的身份为自己做广告。

BOYSEN owns the ownership of the technical information provided by BOYSEN to the Supplier, the products, tools and modules/inspection devices produced according to such technical information and paid by BOYSEN as well as the modules used for manufacturing such tools and modules/inspection devices, direct or indirect apparatus and equipment invested by BOYSEN for test and production of the Goods or Service. The Supplier may not, in any form, make any ownership registration of the aforesaid technical information, products, tools and modules/inspection devices and equipment in its own name. The Supplier may not use BOYSEN, s trademarks or its status as BOYSEN Supplier to advertise for itself, unless with written consent from BOYSEN.

10.2、就摊销的模具、夹具和量具以及为确保其安全供货所需的所有后续的模具、夹具和量具，波森尾气有权获得所有权。仅当供货中断时，波森尾气才可要求供应商交出该等模具、夹具和量具。如果发生此情况，就未摊销完部分的模具、夹具和量具费用，波森尾气和供应商将根据造成供货中断的原因，协商达成一致意见。

In terms of all tooling, jigs and gages that amortized,BOYSEN shall obtain ownership of all tooling, jigs and gages and all subsequent tooling, jigs and gages by way of security in order to ensure delivery. BOYSEN may only demand that tooling, jigs and gages be surrendered in the event of an interruption in delivery. In this case, upon the reason of interruption in delivery, BOYSEN and the Supplier shall get a mutual agreement regarding the percentage of the tooling, jigs and gages costs which have not been amortized.

10.3、由供应商承制的工装模具/检具通过了波森尾气的验收且全额付款，并不意味着免除供应商对工装 模具/检具质量缺陷所承担的责任。

The fact that the tools and modules/inspection devices produced by the Supplier have passed the inspection by BOYSEN for acceptance and have been paid in full amount does not mean that the Supplier's liabilities for the quality defects with such tools and modules/inspection devices can be exempted.

10.4、波森尾气对工装模具/检具验收时，若工装/模具/检具的数量、材料、消耗定额等各项内容，和双方签署的专用装备购买合同的相关内容不符，供应商确认后波森尾气有进一步调整本合同并从尾款中扣除不符合项费用的权利。

In case of any inconsistency between such items as quantity, material and consumption of tools and modules/inspection devices and the related contents in the Special Equipment Purchase Contract signed by Both Parties is found by BOYSEN in inspection for acceptance of such tools and modules/inspection devices, BOYSEN has the right to further adjust this Contract and deduct the expense for the un-conforming items from the last installment of payment confirmed by the Supplier.

10.5、由供应商承制的专用装备的使用寿命必须保证波森尾气明示的整车生产周期内汽车零部件总量的需求和整车停产后至少 15 年的备件需求或波森尾气最终用户车辆使用寿命期内的备件需求。

The service life of special equipment produced by the Supplier must be guaranteed to meet the total demand for automobile components in the production cycle of complete vehicles expressly indicated by BOYSEN, and the demand for spare parts within at least 15 years after end of production of complete vehicles, or the demand for spare parts within the service life of vehicles of BOYSEN end-users.

10.6、供应商保证在其领域或控制范围内的波森尾气的资产处于良好状态，以保证按时保质保量提交货物或服务，按波森尾气的管理要求贴波森尾气的永久性资产标识，每年向波森尾气提交波森尾气资产完好状态清单，并且在提前通报的情况下，接受波森尾气的随机检查。由于供应商的过失造成波森尾气资产的受损、丢失以及由该等受损、丢失造成波森尾

气停产所引起的相关损失，由供应商承担。

The Supplier shall guarantee to maintain the assets of BOYSEN within the Supplier's field or control scope in good condition, so as to guarantee that the Supplier can deliver the Goods or Service as per required quantity and quality in time, to label BOYSEN, s permanent asset marks according to BOYSEN, s management requirements and submit the Good Assets Status List to BOYSEN every year, and to accept BOYSEN, s random examination in case of prior notification from BOYSEN. The Supplier shall bear the liability for the related losses caused by damage or loss of BOYSEN assets due to the Supplier's fault and BOYSEN, s stoppage in production caused by such damage or loss.

10.7、供应商承诺为在其领域或控制范围内的波森尾气的资产投保财产一切险，波森尾气为该等投保的唯一受益人。

The Supplier shall undertake to effect all-risk insurance for the assets of BOYSEN within the Supplier's field or control scope, with BOYSEN as the only beneficiary for such insurance.

10.8、供应商以向波森尾气提供货物或服务为目的，享有无偿使用波森尾气资产的权利，同时负有支付使该等资产处于良好状态所需的维修、保养、保险等一切费用的义务。

The Supplier shall enjoy the right to make free-of-charge use of BOYSEN assets with the purpose of supplying the Goods or Service to BOYSEN, and meanwhile bear the obligation to pay all costs for repair, maintenance and insurance in order to maintain such assets in good condition.

10.9、供应商不得以任何形式将赋有波森尾气所有权的所有技术信息、产品、工装模具/检具和设备转让、租赁、出售给第三方，并不得使用波森尾气拥有所有权的技术信息、产品、工装模具/检具和设备等为第三方生产任何产品，除非波森尾气书面批准。

The Supplier may not, in any way, transfer, rent or sell any and all the technical information, products, tools and modules/inspection devices and equipment owned by BOYSEN to a third party, and may not use the same to produce any products for any third party, unless approved by BOYSEN in writing.

10.10、采购合同终止并完成了备件供应的义务，供应商应停止货物或服务的生产，返还所有技术信息及所有权归波森尾气的工装模具、检具、设备，或按波森尾气的书面具体要求处理该等事宜。

Upon termination of Purchase Contract and completion of obligation for supply of spare parts, the Supplier shall stop production of the Goods or Service, and return all the technical information and the tools and modules/inspection devices and equipment owned by BOYSEN, or handle the same according to BOYSEN's written specific requirements.

11 环境保护/Environmental Protection

波森尾气和供应商从根源上贯彻执行环境综合保护措施，事先评定生产流程和产品对环境的冲击并综合一切因素后再转化为公司层面的决策。产品和生产流程都是按照整体原则来设计以使它们符合环保兼容性并尽可能的节约能源。供应商在其产品开发设计阶段即须确保以下条款：

-遵守 DBL 8585 中罗列的禁止材料。

-建议进一步减少内部排放。

BOYSEN and supplier implement integrated environmental protection, which deals with the causes, assesses the environmental impact of production processes and products in advance and integrates these into corporate decisions. Products and production processes are designed on holistic principles to make them environmentally compatible and to use resources as sparingly as possible. During the product development and design phase, the supplier shall ensure the following:

-Adherence to the list of banned materials according to DBL 8585.

-Recommendations for a further reduction of interior emissions.

12、不可抗力/Force Majeure

波森尾气和供应商两者任一方由于无法预见、无法控制、无法避免的不可抗力事件而影响其履行采购合同，受不可抗力影响的一方须在事故发生后 7 天内将不可抗力事故的发生及其影响的程度以书面方式通知另一方，并在合理期限内向另一方提交有关当局或机构出具的证明文件。如果迟延履行或履行受到影响一方毫不迟延地做出合理的努力以减轻不可抗力事故的影响，对该不可抗力事故尽快采取补救措施，并在不可抗力事故结束后尽快恢复履行，那么在不可抗力事故引起的不能履行或迟延履行的期间和范围内，不构成违约，亦不应成为任何要求赔偿的理由。

If either of BOYSEN and the Supplier suffers unpredictable, uncontrollable, unavoidable force majeure affecting it to perform the Purchase Contract, the party claiming affected by such event shall notify the other party in writing of occurrence of such event and degree of influence within 7 days after occurrence of such event and shall submit an evidence document issued by related authority or organization to the other party within a reasonable period time. Failure or delay in fulfilling the Contract within the period and scope of the failure or delay caused by a force majeure event shall not constitute a breach nor be considered a reason for any claim, provided that the affected party makes reasonable efforts forthwith to alleviate the impacts of the force majeure event and takes remedial action therefore as soon as possible and resumes fulfilling as soon as end of the force majeure event.

13、默示放弃/Implied Waiver

13.1、波森尾气和供应商两者任何一方在任何时间未能要求另一方履行该采购通则下任何条款，都不应影响其在以后任何时间里要求履行此条款的权利。

Failure of either of BOYSEN and the Supplier to require the other party to fulfill any term under the General Rules for Procurement at any time shall not affect its right to require fulfilling the said term at anytime afterwards.

13.2、波森尾气和供应商两者任何一方对违反本采购通则中任一条款的行为不予追究，不构成其放弃以后对同一条款或其他条款的违约行为追究的权利。

Failure of either of BOYSEN and the Supplier to investigate any breach of any term of the General Rules for Procurement shall not constitute waiver to investigate the breach of the said term or other terms afterwards.

14 保密/Confidentiality

14.1、波森尾气和供应商均有义务为双方提供的有关开发货物或服务的技术信息、商务信息承担保密义务，该等义务不受供应商开发、试验成功与否的影响，不受采购合同终止与否的影响。

Both BOYSEN and the Supplier shall have the obligation to maintain confidentiality of the technical information and business information related to development of the Goods or Service provided by Both Parties; and such obligation shall not be influenced by whether or not the Supplier's development and experiment is successful and whether or not the Purchase Contract is terminated.

14.2、供应商向其分供方提供波森尾气的技术信息时，供应商须事先获得波森尾气许可，并要求其分供方同样书面承诺承担保密义务。

The Supplier shall obtain prior consent from BOYSEN before it provides BOYSEN's technical information to its sub-suppliers, and shall require its sub-suppliers to promise in writing to bear the same obligation for confidentiality.

14.3、供应商应以书面形式要求其职工承担相应的保密义务，并经常检查其员工履行保密义务的情况。The Supplier shall require its employees in writing to bear corresponding obligation for confidentiality and frequently inspect their performance of such obligation for confidentiality.

15、违约/Breach

波森尾气和供应商必须严格执行采购通则所约定的全部条款，一方违背任一条款，另一方有权就对方的违约而造成的损失向对方索赔。索赔金额按中华人民共和国《合同法》及采购通则的相关条款执行。违约行为包括但不限于：

BOYSEN and the Supplier must strictly implement all the terms stipulated in the General Rules for Procurement. Either party has the right to claim for loss caused by breach by the other party. Claim amount shall be subject to the *Contract Law of the People's Republic of China* and relevant terms of the General Rules for Procurement. Breach behaviors include but are not limited to:

A、逾期交货；

Delay in delivery;

B、任何一方违反保密义务的规定；

Either party violates the stipulation on obligation for confidentiality;

C、任何一方无故单方面终止合作；

Either party unilaterally terminates cooperation without reasons;

D、供应商将赋有波森尾气所有权的货物或服务直接卖给了非波森尾气指定的第三方或通过涂改商标、覆盖零件号等手段卖给中国境内模仿或复制波森尾气产品的第三方。如果违背此款规定，针对每单位货物，供应商必须支付波森尾气不低于采购合同中规定的采购价的两倍的赔偿金。同时，供应商必须真实地提供违约销售的数量。如果波森尾气可以证明蒙受了更大的损失，波森尾气有权提出更高的索赔金。

The Supplier has sold the Goods or Service endowed with BOYSEN ownership directly to a third party not designated by BOYSEN, or to a third party inside the territory of China who imitates or duplicates BOYSEN automobile products by such means as altering trademark or covering component number. In case of violation to this term, the Supplier must pay BOYSEN an amount no lower than double of the purchase price provided in the Purchase Contract. Meanwhile, the Supplier must truly provide the quantity of sales in breach. If BOYSEN can prove that BOYSEN has suffered greater loss, BOYSEN has the right to claim for higher compensation.

E、供应商的货物或服务一再出现制造质量缺陷；

Quality defects occur to the Goods or Service of the Supplier over and over again;

F、供应商在接到不合格品通知或违约通知 24 小时内没有任何反应，未能及时改正未履约或违约行为。The Supplier fails to respond, or timely correct its non-performance or breach behaviors within 24 hours after receipt of the notice of rejected products or notice of breach.

16、终止/Termination

16.1、因破产而终止：

Termination due to bankruptcy:

16.1.1、供应商在发生以下事件或任何类事件且未在 30 日内消除或声明无效，波森尾气可立即解除采购合同而不承担任何法律责任：

BOYSEN may immediately terminate Purchase Contract and bear no legal liability if any of the following cases or similar cases occurs to the Supplier and is not eliminated or declared invalid within 30 days:

A、供应商资不抵债；

The Supplier's assets insufficiently to discharge its debts;

B、供应商自愿或被迫申请破产；

The Supplier initiatively or passively applies for bankruptcy;

C、为供应商指定财产管理人或托管人；

Administrator of property or trustee being appointed for the Supplier;

D、供应商执行以债权人作为受益人的财产转让。

The Supplier transfers its assets with its creditor(s) as the beneficiary.

16.1.2、上述事件发生时，供应商必须及时通知波森尾气并向司法部门明示波森尾气的资产、保护波森尾气的资产不被强制执行、并将波森尾气由该等终止而蒙受的损失列为供应商债务清理的首位。波森尾气蒙受的损失包括但不限于：资产转移费、转产鉴定费、停产损失费等。

In case of the aforesaid events, the Supplier must notify BOYSEN in time, expressly indicate BOYSEN, s assets to the juridical authority, protect BOYSEN, s assets from compulsory execution, and list the loss that BOYSEN suffers due to such termination on the top of the list of the Supplier's debts. The losses that BOYSEN suffers include but are not limited to: asset transfer fee, transfer appraisal fee, production stoppage loss, etc.

16.2、因发生不可抗力且履行了条款 12 的义务，双方共同认为对保证波森尾气的稳定生产仍存在潜在的风险，双方有权全部或部分终止合同而不承担任何法律责任。

In case the obligation in Clause 12 has been performed in the event of force majeure, and Both Parties jointly believe that potential risks still exist in guaranteeing the stable production of BOYSEN, Both Parties shall have the right to terminate the Contract in whole or in part without bearing any legal liabilities.

16.3、因一方违约（见 15 款），双方在 30 日内无法通过友好协商达成一致，另一方有权全部或部分终止合同而不承担相应责任。

Where Both Parties fail to reach consensus through amiable consultation within 30 days in case of breach (refer to Clause 15) incurred by one party, another party has the right to terminate all or part of the Contract without any related obligations.

16.4、由于供应商现有水平和条件下难以克服的技术困难而导致开发失败，影响波森尾气的生产需求，波森尾气有权全部或部分终止合同而不承担相应责任。

BOYSEN has the right to terminate the Contract in whole or in part without any related obligations in case failure in development is caused due to insurmountable technical difficulties under the existing level and conditions and influences BOYSEN's production demand.

16.5、供应商有单方终止采购合同的权利，但须提前 6 个月以书面形式说明原因通知波森尾气。波森尾气依据相应程序，在保证正常生产的情况下，可接受供应商的要求。由该等终止所发生的费用由供应商 承担。

The Supplier has the right to unilaterally terminate Purchase Contract but shall give a written notice to BOYSEN 6 months in advance to explain the reason. BOYSEN may accept the request of the Supplier according to related procedures under the condition of assuring normal production. The expenses incurred from such termination shall be borne

by the Supplier.

16.6、波森尾气保留任何时候全部或部分终止合同的权利，该等终止由波森尾气说明原因并以书面形式提前 6 个月通知供应商。供应商在接到波森尾气的终止合同通知后，承诺按波森尾气的要求，做好波森尾气资产的转移工作，同时提交一份因终止合同而需波森尾气补偿的清单，波森尾气有权审计并以审计结果给予补偿。

BOYSEN reserves the right to terminate all or part of the Contract at anytime, and BOYSEN shall explain the reason to such termination and notify the Supplier in writing 6 months in advance. The Supplier shall undertake to properly transfer the assets of BOYSEN as BOYSEN's requirements and meanwhile submit a list of compensation necessary to be made by BOYSEN due to such termination after receipt of the termination notice from BOYSEN. BOYSEN has the right to audit such list and make compensation based on the audit results.

16.7、采购合同终止，若没有续签新的采购合同，波森尾气有权预留：a)与对波森尾气追索的保证索赔等额的供应商的部分货款（无论在采购合同终止时波森尾气和供应商之间是否就可归咎的责任存在争议）和 b)供应商一个质量保证期（自没有续签采购合同时起两年）内可能发生的索赔款（以上一个年度索赔总额的 1.2 倍计算）。一旦就相关保证索赔的可归咎的责任达成协议或超过了一个质量保证期，该预留的部分货款应在扣除了供应商因此同意承担的该金额后由波森尾气立即支付给供应商。

Upon expiration of Purchase Contract, if no Purchase Contract is renewed, BOYSEN has right to reserve: a) a part of payment due to the Supplier that is equal amount to that of warranty claim sought to BOYSEN, whether disputed or not as to the attribution of liability thereof between BOYSEN and the Supplier, at the time of expiration hereof; and b) the potential claim indemnity to be happened within a quality warranty period (two years starting from the date on which the Purchase Contract is not renewed) due to the Supplier, which is calculated in 120 percent of the total claim amount last year. And such reserved part of payment shall become immediately due and payable by BOYSEN to the Supplier upon agreement on the attribution of liability on the relevant warranty claim or expiration of a quality warranty period with deducting such amount as agreed to be owed by the Supplier there from.

17 合规/Compliance

17.1、在与波森尾气的商业交易框架内，供应商必须禁止其雇员或第三方雇员犯有诈骗、侵占、贪污、恶意破产、不正当竞争、担保欺骗、行贿、受贿或其他腐败犯罪可能导致刑事责任的一切违法活动。在违反上述规定情况下，波森尾气有权立即撤销或终止与供应商的所有法定交易并有权取消所有谈判。尽管有上述规定，供应商有义务遵循所有适用于其自身和与波森尾气商业关系的法律法规。

Within the framework of its commercial dealings with BOYSEN, the Supplier is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement,

insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the Supplier or other third parties. In the event of violation of the above, BOYSEN has the right to immediately withdraw from or terminate all legal transactions existing with the Supplier and the right to cancel all negotiations. The above notwithstanding, the Supplier is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with BOYSEN.

17.2、供应商和其分供方应签署同样的合规条款。

The Supplier shall have the same Compliance term with its sub-supplier.

18、其它/Miscellaneous

18.1、适用法律/Applicable Laws

除非波森尾气和供应商另行规定，中国法律是采购通则唯一的准据法。

The laws of the People's Republic of China shall be the only governing laws for the General Rules for Procurement unless otherwise stipulated by BOYSEN and the Supplier.

18.2、争议解决/Settlement of Disputes

因采购通则引起或与采购通则有关的任何争议，如果双方不能协商解决，有争议一方应将争议提交波森尾气所在地的中国国际经济贸易仲裁委员会进行仲裁。裁决是终局的，对双方均具有约束力。争议协商和仲裁期间，双方承诺继续履行采购通则或与采购通则有关的未受争议影响条款的权利和义务。

In case any dispute arising from or in connection with the General Rules for Procurement fails to be settled by Both Parties through consultation, the party with the dispute shall submit the dispute to the China International Economic and Trade Arbitration Committee in BOYSEN's place for arbitration. The result of arbitration is final and binding upon Both Parties. During the dispute consultation and arbitration period, Both Parties promise to continue performing the rights and obligations in the General Rules for Procurement or in the terms related to the General Rules for Procurement that are not affected by the dispute.

18.3、波森尾气保证和供应商签署的采购通则是最新的版本，除了采购通则中所明示的条款，事先做出的书面或口头约定，都不在采购通则约定的范围内。当双方签署的其他合同和采购通则的相关条款有冲突时，以其他合同为准。

BOYSEN shall ensure the General Rules for Procurement signed with the Supplier to be the latest version. Except for the terms expressly listed in the General Rules for Procurement, other prior explanations either in writing or in oral are not listed in the scope stipulated by the General Rules for Procurement. In case of any conflict between other contract(s) signed by Both Parties and the relevant terms in the General Rules for Procurement, the other contract(s) shall prevail.

18.4、采购通则生效/Effectiveness of the General Rules for Procurement

18.4.1、采购通则经双方授权代表签字并加盖公司章或合同专用章后生效。

The General Rules for Procurement comes into force upon signature by duly authorized representatives of Both Parties and affixing of the official seals or contract seals hereto.

18.4.2、采购通则一式两份，以中、英文两种文字书就，波森尾气和供应商各执一份为凭。两种文字具有同等法律效力，当中英文内容解释不一致时，以中文为准。

The General Rules for Procurement shall be in duplicate, and BOYSEN and the Supplier hold one copy each. The General Rules for Procurement shall be written in Chinese and English with equal legal force. In case of any inconsistency in interpretation between the Chinese and English contents, the Chinese version shall prevail.

19、附件/attachment

Prozessverantwortlich: EM

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