



**SPHEROS GENERAL TERMS AND CONDITIONS OF
PURCHASE - CHINA**

斯飞乐一般采购条款和条件-中国

<p>These General Terms and Conditions of Purchase (the “Terms and Conditions”) apply to all China related purchase orders, releases, price list, supply agreements and instructions etc. (together, “Purchase Orders” and each a “Purchase Order”) issued by Spheros. “Spheros” means any Spheros Group company placing the Purchase Order (if the Spheros Group company has its registered office outside the People’s Republic of China, these General Terms and Conditions of Purchase shall apply if the Purchase Order is placed with a supplier with its registered office in the People’s Republic of China). If any Spheros General Terms and Conditions of Purchase printed at the back of Purchase Orders are different from these Terms and Conditions, these Terms and Conditions shall prevail.</p>	<p>本采购条款和条件（以下简称“条款和条件”）适用于所有与中国相关的采购订单、发布、价目表、供应商协议和说明等（统称“采购订单”），每个订单均由Spheros签发。“Spheros”是指下达采购订单的任何Spheros集团公司（如果Spheros集团公司的注册办事处在中华人民共和国境外，则如果采购订单是向注册办事处在中华人民共和国的供应商下达的，则应适用本采购条款和条件）。如果印在采购订单背面的任何Spheros一般采购条款和条件与这些条款和条件不同，则以这些条款和条件为准。</p>
<p>1. Offer; Acceptance; Exclusive Terms.</p> <p>A. Each Purchase Order, including these Terms and Conditions, is an offer by Spheros to the party to whom the Purchase Order is addressed and that party’s affiliates, subsidiaries and branches (together “Seller”) to enter into a contract for the production, purchase and sale of the goods (including Tooling) specified in the Purchase Order and in any attachments, schedules, exhibits, requests for quotations, designs and drawings provided to Seller by Spheros (collectively, “Goods”). Further, each Purchase Order, including these Terms and Conditions, will be deemed accepted by Seller by Seller’s shipment of Goods, performance of services, commencement of work on Goods, written acknowledgement, or any other conduct of Seller that recognizes the existence of a contract pertaining to the subject matter of the Purchase Order. Purchase Order, these Terms and Conditions, price list, the Generic Requirements (GR), the RFQ, the Spheros Business Partner Code of Conduct (BPCoC) and other contractual documents executed by both parties from time to time shall constitute the entire contractual provisions applicable to the business relations between the parties. (“Contractual Documents”). The BPCoC and its implementing rules are available at www.spheros.com.</p>	<p>1. 要约； 承诺； 专用条款。</p> <p>A. 每个采购订单，包括本条款和条件，是构成一项由斯飞乐向采购订单接收人及其关联公司、子公司和分公司（统称“卖方”）发出的要约，即就斯飞乐向卖方提供的采购订单和所有附件、清单、样品、报价申请、设计和图样中明确的产品（包括模具），订立生产、采购和销售该等产品（统称“货物”）的合同。此外，采购订单，包括本条款和条件，通过卖方装运货物、提供服务、生产货物、书面确认、或卖家其他任何承认与采购订单标的有关的合同存在的行为，将被视为已被卖方接受。采购订单，本条款和条件，价格清单，通用要求 (GR)，询价单 (RFQ)，斯飞乐业务伙伴行为准则 (BPCoC) 及其他双方不时签署的协议构成规范双方间业务关系的全部合同性文件。（“合同性文件”）斯飞乐业务伙伴行为准则 (BPCoC) 及其实施规则请见网站：www.spheros.com。</p>
<p>B. Any modification, substitution, supplementation or otherwise alteration to these Contractual Documents made by Seller without Spheros’s prior agreement will not be binding upon Spheros.</p>	<p>B. 未经斯飞乐事先同意，卖方对合同性文件的任何修改、替代、补充或以其他方式改变的行为，对斯飞乐不具有约束力。</p>
<p>2. Quantity.</p> <p>A. From time to time, Spheros may provide Seller with estimates, forecasts or projections of its future volume or quantity requirements for the Goods and/or the term of a program (“Projections”). Projections are not binding on Spheros and Spheros makes no representation, warranty, guarantee or commitment regarding any Projections. Spheros will issue releases to Seller through EDI or other means to specify the quantities needed, delivery locations and shipment dates for the Goods (each a “Release” and together “Releases”). Spheros will only be obligated to purchase quantities of Goods specified in a Release to the extent the Release provides a definite date on or by which delivery is required, as well as definite quantities and delivery locations.</p>	<p>2. 数量。</p> <p>A. 斯飞乐可不时向卖方提供货物未来数量或数目和/或项目期限的估计、预测或预估（“预测”）。斯飞乐不受该等预测的约束，同时，斯飞乐不对该等预测做任何声明、保证、担保或承诺。斯飞乐将通过EDI 或其他方式向卖方发出供货指令，指定所需货物的数量、交货地点和货物装运日期（单独称“供货指令”，合称“供货指令”）。斯飞乐将仅在供货指令含有需要交付的明确日期或时限，且明确货物数量与交货地点的情况下，对在供货指令中规定数量的货物负有购买义务。</p>

<p>3. Price.</p> <p>A. Prices charged for Goods will be stated in the Purchase Order and are not subject to increase for any reason (unless mutually agreed after negotiation and confirmed in writing) including, but not limited to, increases in raw material or component costs, labor costs, or overhead costs. In the event that Spheros's business conditions are changed or Seller's price deviates from the market price, Spheros has the right to request renegotiating on the price reduction and the Seller shall actively cooperate and enter into negotiation on good faith.</p>	<p>3. 价格。</p> <p>A. 货物价格将在采购订单中予以确定，且该等价格不因任何原因而上涨（除双方协商同意且书面确认外），包括但不限于：原材料或组件成本，劳动力成本，或营业间接成本的增加。如果斯飞乐的业务情况发生变化或者卖方的价格与市场价格产生偏离，斯飞乐有权要求就价格下降重新展开协商，卖方应积极配合，善意协商。</p>
<p>B. Seller will participate in Spheros's cost savings and productivity programs and initiatives and will implement Seller's own cost savings and productivity programs and initiatives to reduce Seller's prices.</p>	<p>B. 卖方将参与斯飞乐的成本节约和生产效率方案和举措，并将实施卖方自己的成本节约和生产效率方案和举措，以降低卖方价格。</p>
<p>C. If the computation of the price charged for Goods includes an amortized payment or reimbursement to Seller for expenses (including, for example, Tooling, machinery and equipment, and/or research and development expenses) (the total amount agreed by Spheros and Seller to be paid or reimbursed to Seller being hereafter referred to as the "Amortized Amount"), once Seller has received repayment or reimbursement of the Amortized Amount, the price for the Goods will, immediately and automatically, be decreased by an amount equal to the per-Good portion of the Amortization Amount.</p>	<p>C. 若货物价格的计算包括就费用（包括，如模具、机器设备和/或研发费用）向卖家支付的摊销费用或补偿（就此由斯飞乐和卖方协商确认向卖家支付或者补偿的总价，下文称为“摊销金额”），则，一旦卖方收到该等摊销金额支付或者补偿，即应立即自动从货物价格中扣除等同于摊销金额中每一货物所占比例的金額。</p>
<p>4. Invoices.</p> <p>A. Before issuing the bills and invoices to Spheros, Seller shall send the amounts of the bills and invoices for Spheros's confirmation and issue the bills and invoices upon the written (or email) confirmation of Spheros.</p>	<p>4. 发票。</p> <p>A. 在向斯飞乐签发账单和发票之前，卖方应当将账单与发票金额发给斯飞乐确认并在得到斯飞乐的书面（或邮件）确认后签发账单和发票。</p>
<p>B. All invoices and/or advance shipping notices for Goods shipped pursuant to each Purchase Order must show the Purchase Order number, Purchase Order amendment or Release number, Spheros's part number, Seller's part number (if different), quantity of pieces in the shipment, number of cartons or containers, Seller's name, and bill of lading number.</p>	<p>B. 所有根据采购订单运送的货物的发票和/或提前发货通知，均必须注明采购订单编号、采购订单修订或供货指令编号、斯飞乐零件编号、卖方零件编号（如有不同）、装运数量、纸箱或集装箱编号、卖方的名称和提单号码。</p>
<p>C. All invoices and/or advance shipping notices for Goods shipped pursuant to each Purchase Order must include all information appearing in the Purchase Order which is necessary for identification and control of the Goods including, but not limited to, information required by any applicable taxing authority or under any applicable tax law or regulation, and any applicable import declaration number of any temporary import program, and/or other required information.</p>	<p>C. 所有根据采购订单运送的货物的发票和/或提前发货通知，均须包括采购订单中所有的识别和管理货物所必需的信息，包括但不限于任何有关税务当局或根据任何适用的税收法律或法规所要求的信息，以及任何临时性进口项目所适用的进口报关单号，和/或其他要求的信息。</p>

<p>D. Seller will provide all invoices and/or advance shipping notices for Goods shipped pursuant to each Purchase Order to Spheros at the invoicing address identified in the Purchase Order.</p>	<p>D. 卖方应按照采购订单中确定的发票地址，向斯飞乐开具根据采购订单运送的货物的所有发票和/或发出提前发货通知。</p>
<p>E. No invoice may refer to any term separate from or different from these Terms and Conditions or the terms in the Purchase Order. Spheros reserves the right to return all invoices or related documents submitted incorrectly. Any payment by Spheros of a nonconforming invoice is not an acceptance of any non-conforming element or terms on such invoice.</p>	<p>E. 发票上不得援引任何独立于或有别于本条款和条件或采购订单中条款的条款。斯飞乐保留退回所有未正确提交的发票或有关文件的权利。斯飞乐对不合格发票所作的任何支付，不作为其对该等发票上的不符合部分或条款的接受。</p>
<p>5. Payment Terms.</p> <p>A. The payment terms are 90 days after the invoice is entered into the account, and the payment window period is from the 15th to the 20th of each month. And Spheros shall have the right to decide to make the payments by electronic funds transfers, bank acceptance draft (BAD), or other means. If a payment date falls on a non-business day, payment will be made on the following business day. No payment will be due from or made by Spheros prior to Spheros's receipt of (i) the Goods corresponding to such payment and (ii) Seller's invoice in accordance with Section 4.</p>	<p>5. 付款条件。</p> <p>A. 付款条件为发票入账后90天，付款窗口期为每月15-20日，斯飞乐有权决定通过电子资金转账、银行承兑汇票或其他支付方式支付。如果付款日期为非工作日，则该等款项将于下一个工作日支付。斯飞乐收到（1）与应付款相对应的货物及（2）卖方按照第4条的规定开具的发票之前，斯飞乐不存在支付的义务也不会支付任何款项。</p>
<p>B. Any amount paid by Spheros for Goods will not be deemed to be a waiver of any breach of the Purchase Order by Seller or any amount otherwise due to Spheros. Any waiver by Spheros of any breach by Seller on one occasion will not preclude Spheros from seeking any recovery from Seller, nor will it preclude Spheros from terminating the Purchase Order for, or constitute a waiver of, any other breach at another time.</p>	<p>B. 斯飞乐对货物所支付的任何款项不应被视为其放弃对卖方任何违反采购订单行为或其他应当向斯飞乐支付的任何金额予以追究的权利。斯飞乐放弃任何一次追究卖方违约责任的权利，并不妨碍斯飞乐要求卖方进行补偿的权利，也不妨碍斯飞乐因此终止该等采购订单的权利，亦不构成其对其他时间发生的其他任何违约的弃权。</p>
<p>C. If reasonably concluded that the Seller has financial problems which may affect Spheros's rights, Spheros may remit payments directly to Seller's subcontractors or suppliers for materials, parts, components, and other goods ordered by Seller from such subcontractors or suppliers in connection with Seller's production of the Goods. If Spheros makes such direct payments to Seller's subcontractors or suppliers, Seller hereby agrees that Spheros will reduce its next payments to Seller for the Goods, dollar-for-dollar, by the amount of all such direct payments.</p>	<p>C. 如合理判断卖方存在财务问题且可能影响斯飞乐的权益，斯飞乐可将款项直接支付给卖方的分包商或原材料、零部件、组件的供应商，和其他与卖方生产货物有关并接受卖方订单的其他货物分包商或供应商。如果斯飞乐依上述规定直接将款项支付给卖方的分包商或供应商，卖方在此同意从斯飞乐可从其此后向卖方支付的货款中逐渐扣除该等直接支付的金额。</p>
<p>D. If a customer of Spheros directs, recommends or requests that Seller be Spheros's source for the Goods: (i) payment from Spheros, for the Goods, will be due to Seller only after, to the extent of, and in proportion to Spheros's actual receipt of payment from such customer for Spheros's component parts or assembled goods into which the Goods are incorporated; (ii) any extension of such customer's payment terms to Spheros for Spheros's component parts or assembled goods into which the Goods are incorporated will automatically extend, by the same amount of time, the payment terms between Spheros and Seller; and (iii) within three (3) business days following any reduction in price or change in other terms with respect to the Goods negotiated or proposed between Seller and Spheros's customer, Seller will notify Spheros, in writing, of such reduction or change. Seller will also immediately adjust its invoices to reflect any price reduction. No change in other terms (except price reductions) will be binding on Spheros without Spheros's prior written consent.</p>	<p>D. 如果斯飞乐的客户指示、建议或要求卖方是斯飞乐的货物的来源，则：（1）斯飞乐仅在从该等客户处实际收到使用该等货物制成的供应零部件或总成件的价款后方负有义务，且在其收到的价款范围内，按照比例将货物价款支付给卖方；（2）该客户对使用该等货物制成的供应零部件或总成件的任何延期付款，斯飞乐和卖方之间的付款期限将自动延长相同的期间；（3）若卖方与斯飞乐的客户相互协商或提议降低货物价格或改变其他条款，则自该等变动发生之日起三（3）个工作日内，卖方应以书面通知的形式告知斯飞乐该等降价或改变。同时，卖方应立即调整其发票，以反映任何该等降价。未经斯飞乐事先书面同意，除降价外其他条款的改变对斯飞乐无法律约束力。</p>

<p>6. Quality. Seller will meet all quality requirements stipulated under the applicable laws and regulations, national standards, industrial standards and all the quality requirements of Spheros under a corresponding Purchase Order and related contractual documents. Seller will assure that all Goods conform to all specifications, standards, drawings, samples and descriptions including, without limitation, as to quality, performance, fit, form, function and appearance under the Purchase Order. Seller is responsible for the quality, performance, fit, form, function and appearance of all Goods and components and sub-components provided by any sub-tier and subcontractor manufacturers and suppliers used by Seller. Seller will, at its expense, furnish, keep in good condition, and replace when necessary all Tooling, machinery and equipment and other items necessary for the production of the Goods. In case that the quality of the Goods cannot meet the quality requirement in this article, Spheros is entitled to suspend the payment to Seller until the quality issue is settled. (See the quality agreement for details.)</p>	<p>6. 质量。 卖方将满足所有适用的法律法规、国家标准、行业标准规定的质量要求和斯飞乐在相应采购订单及相关合同性文件项下的所有质量要求。卖方应保证其所有货物均符合采购订单记载的所有规格、标准、图样、样品和描述，包括但不限于：质量、性能、适用性、形式、功能和外观。卖方对其所有货物和部件及其使用的任何次级供应商、分包商、制造商和供应商提供的子部件的质量、性能、适用性、形式、功能和外观负责。卖方应自担费用，提供货物生产所必需的所有模具、机械设备和其他物件，并保持其始终处于良好状态，且在必要时予以更换。如果货物无法满足本条所述的质量要求，斯飞乐有权暂停向卖方付款直至质量问题予以解决。（具体见质量协议。）</p>
<p>7. Delivery; Premium Shipping Costs; Risk of Loss.</p> <p>A. Deliveries will be made in quantities and at the times specified on the Purchase Order or on Releases. Time and quantity of delivery are of the essence of each Purchase Order and Release. Seller will adhere to shipping directions specified on the Purchase Order or Releases. Except as otherwise specified by Spheros in the Purchase Order or Releases, delivery of the Goods shall be made on FCA terms (INCOTERMS® 2020). Seller delivers the Goods, cleared for export at a named place (possibly including the seller's own premises). The goods can be delivered to the carrier nominated by Spheros. Spheros will not be required to make payment for Goods delivered to Spheros that are in excess of quantities and delivery schedules specified in Spheros's Releases or in a Purchase Order.</p>	<p>7. 交货； 运输保险费用； 损失风险。</p> <p>A. 卖方应按照采购订单或供货指令所指定的数量在指定的时间进行交付。交货时间和数量是采购订单和供货指令的关键条款。卖方将遵照采购订单或供货指令的指示的安排运输。除非斯飞乐在采购订单或供货指令中另行规定，货物的送达应根据2010版《国际商会国际贸易术语解释通则》中FCA贸易术语，由卖方将货物在指定的地点（可能为卖方自己的场地）交给斯飞乐指定的承运人，并办理了出口清关手续。对于超过采购订单或供货指令指定的数量和交付时间表的货物，斯飞乐将无须支付其价款。</p>
<p>B. Premium or payment for shipping expenses or freight expenses and/or other related expenses or costs (including but not limited to any insurance expenses and any applicable national, provincial, municipal and local taxes, duties, charges, tariffs and fees) necessary to meet delivery schedules set forth in Releases will be covered according to the Incoterms defined under 7.A, unless the delay or expense was the result of actions by Seller which breach Seller's obligations in the Purchase Order, such expenses shall be borne by Seller.</p>	<p>B. 实现供货指令所列明的交付时间表所必要的运输保险费用或运输海运费或航运运输费用和/或其他相关费用或成本（包括但不限于任何保险费用及任何适用国家、省、市及地区的税收、义务、收费、关税及支出）将根据7.A所确定之贸易术语负责，除非该等延误或费用是由于卖方对采购订单项下义务的违约行为造成时，前述费用将由卖方负责。</p>
<p>C. Notwithstanding any agreement concerning payment of freight expenses, delivery will not be deemed as having been completed and the risk of loss will not be shifted to Spheros until the Goods have been received at the specified delivery location and have been accepted by Spheros at that location. Risk of loss for Goods shall pass to Spheros at the time and point of proper delivery and release of the Goods to Spheros at the specified delivery location in accordance with the shipment terms.</p>	<p>C. 无论存在何种有关运费支付的协议，除非斯飞乐在指定的交货地点收到并接受货物，否则该等货物均未完成交付，该等货物毁损灭失的风险也不应由斯飞乐承担。货物毁损灭失的风险于卖方在指定的交货地点按照运输条款的规定向斯飞乐如期、适当地交付货物时起转移至斯飞乐。</p>

<p>8. Intellectual Property.</p> <p>A. <u>Intellectual Property Rights.</u> The term “Intellectual Property Rights” means inventions, patents (including utility patents and design patents), trade secrets, trademarks, service marks, trade dress, industrial designs, mask works, copyrights, know-how, software, database rights and other proprietary rights. The term “Background Intellectual Property Rights” means the Intellectual Property Rights of either Spheros or Seller existing prior to an applicable Purchase Order, as well as any improvements thereto, excluding the Foreground Intellectual Property Rights. The term “Foreground Intellectual Property Rights” means any and all Intellectual Property Rights pertaining to the Goods or toolings that are either developed by Spheros alone, by Spheros and Seller jointly, or by Seller alone as requested by Spheros in connection with any Purchase Order. Foreground Intellectual Property Rights do not include any Background Intellectual Property Rights.</p>	<p>8. 知识产权。</p> <p>A. <u>知识产权。</u>“知识产权”一词是指发明、专利（包括实用新型专利和外观设计专利）、商业秘密、商标、服务标记、商业外观、工业设计、掩膜作品、著作权、技术诀窍、软件、数据库权利和其他专属权利。“背景知识产权”一词是指斯飞乐或卖方在适用的采购订单之前已有的知识产权，以及对该等已有知识产权的任何改进，不包括前景知识产权。“前景知识产权”一词是与货物或模具相关的，由斯飞乐独自开发，或者是由斯飞乐和卖方共同开发，或者是卖方应斯飞乐与采购订单有关的要求单独开发的任何及所有知识产权。前景知识产权不包括任何背景知识产权。</p>
<p>B. <u>Background Intellectual Property Rights.</u> Each party will retain exclusive ownership of its Background Intellectual Property Rights. Spheros does not transfer to Seller any of its Background Intellectual Property Rights, and Seller may not use the same other than to produce and supply Goods to Spheros. Except as stated in this Section 8.B, Seller does not transfer to Spheros any Background Intellectual Property Rights of Seller, other than Seller grants to Spheros and its customers the right to resell Goods or incorporate Goods purchased from Seller in vehicles, component parts or assemblies and to sell the same to Spheros’s customers. Upon termination or expiration of a Purchase Order, if needed by Spheros for supplying its customers and until an alternate technology is secured, Seller grants to Spheros an irrevocable, non-exclusive worldwide license, with the right to grant sublicenses, to use Seller’s Background Intellectual Property Rights relating to the terminated or expired Purchase Order, to produce, use, sell and to obtain, from alternate sources, products and services similar to the Goods (including related systems and components). There will be no fee for this license.</p>	<p>B. <u>背景知识产权。</u>每一方都将保留对其背景知识产权的所有的排他的所有权。斯飞乐并未向卖方转让其任何的背景知识产权，卖方不得将该等背景知识产权用于向斯飞乐生产和供应货物之外的其他目的。除第8条B款中规定外，卖方并未向斯飞乐转让任何卖方所拥有的背景知识产权，但是卖方允许斯飞乐及其客户转售货物，或将从卖方处购买的货物装入车辆、部件或总成件并将该车辆、部件或总成件卖给斯飞乐的客户。采购订单终止或期满后，如果斯飞乐需要向其客户提供服务，且在确定获得其他替代技术之前，卖方授予斯飞乐一项不可撤销的，非排他的全球性许可，有权使用再许可，许可其使用与终止或到期的采购订单相关的卖方的背景知识产权，生产、使用、销售和从其他替代来源获得与货物类似的产品和服务（包括相关系统和部件）。该等许可将不收取费用。</p>
<p>C. <u>Foreground Intellectual Property Rights.</u> All Foreground Intellectual Property Rights are owned by Spheros and not by Seller. Seller hereby confirms the same and assigns to Spheros all of Seller’s right, title and interest in and to all Foreground Intellectual Property Rights that are developed or created in the course of performing any Purchase Order (separately or as part of any Goods). To the extent that any Foreground Intellectual Property Rights are copyrightable works or works of authorship (including, but not limited to, computer programs, technical specifications, documentation and manuals), the parties agree that they are “work made for hire” as that term is used in connection with the Copyright Law of the People’s Republic of China. Seller may only use the Foreground Intellectual Property Rights to produce and supply Goods to Spheros.</p>	<p>C. <u>前景知识产权。</u>所有的前景知识产权均由斯飞乐所有，卖方对该等前景知识产权不享有所有权。卖方在此确认该等前景知识产权的归属，并向斯飞乐转让其在任何采购订单履行过程中开发或者创造的，包含于前景知识产权（单独的或作为任何货物的一部分）之中或之上的所有权利、所有权和利益。若任何前景知识产权是为受版权保护的作品或拥有署名权作品（包括但不限于计算机程序、技术规范，文件和手册）的，双方同意其为《中华人民共和国著作权法》所提及的“职务作品”。卖方只可将该等前景知识产权用于生产和向斯飞乐供应货物。</p>

<p>D. Seller warrants that all Goods covered by each Purchase Order do not and will not infringe upon, violate or misappropriate the Intellectual Property Rights of any third party. Seller: (i) will defend, hold harmless and indemnify Spheros and its customers against all claims, demands, losses, suits, damages, liability and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) arising out of any lawsuit, claim, demand or action for actual or alleged direct or contributory or vicarious infringement of, or inducement to infringe, any Intellectual Property Right arising under the laws of the People's Republic of China ("China") and/or the United States, or any other applicable country or region by reason of the manufacture, use, sale, offering for sale, importation or distribution of the Goods (including such claims w here Seller has provided only part of the Goods); and (ii) waives any claim against Spheros and its customers, including any hold-harmless or similar claim, whether known or unknown, contingent or latent, in any way related to a claim asserted against Seller or Spheros for infringement of any Intellectual Property Rights, including claims arising out of compliance with specifications furnished by Spheros.</p>	<p>D. 卖方保证每个采购订单所涉及的所有货物现在不会，将来也不会侵犯、违反或盗用任何第三方的知识产权。卖方：（1）将为斯飞乐及其客户辩护、使其免受损害并赔偿其因制造、使用、销售、提供销售、进口或分销货物（包括卖方只提供了部分货物而引起的索赔）而对于中华人民共和国（“中国”）及/或美国或其他任何适用的国家或地区的任何知识产权造成的实际性或声称的，直接的或共同的或替代侵权，或引诱侵权所导致的任何诉讼、索赔、要求或行动所产生的，一切索赔、主张、损失、诉讼、损害赔偿、责任和费用（包括律师费、专家和顾问费、和解和判决的实际费用）；同时（2）放弃针对斯飞乐及其客户提出的任何索赔，包括任何使其免受损害的主张或类似主张的权利，无论是已知或未知的，或然的或潜在的，无论以任何方式与就侵犯任何知识产权向卖家或斯飞乐提起的主张相关的，包括因遵照由斯飞乐提供的技术规范而引起的索赔。</p>
<p>E. Seller will not assert or transfer to any third party a right to assert against Spheros or its customers any Intellectual Property Rights that Seller has or may have that are applicable to the Goods used or furnished under the Purchase Order.</p>	<p>E. 卖方不得向斯飞乐或其客户主张，或向任何第三方转让权利使其对斯飞乐或其客户主张，任何卖方拥有的或可能拥有的，适用于采购订单项下使用或提供的货物的知识产权。</p>
<p>F. Seller will not sell or otherwise dispose of any Goods that incorporate any Intellectual Property Rights of Spheros to any party other than Spheros unless specifically authorized by Spheros in advance and in writing.</p>	<p>F. 除非有斯飞乐的事先书面特别授权，卖方不得将任何具有斯飞乐知识产权的货物，出售或以其他方式处置给斯飞乐之外的其他任何一方。</p>
<p>G. Subject to an explicit written license of Spheros, Seller may use the Intellectual Property Rights licensed by Spheros according to the scope and requirement of such explicit written license of Spheros. Seller shall not misrepresent or damage such Intellectual Property Rights. Seller shall inform Spheros immediately of any infringement or possible infringement of any of the Intellectual Property Rights.</p>	<p>G. 在斯飞乐书面明确许可的情况下，卖方可以使用根据斯飞乐书面明确许可的范围和要求使用斯飞乐许可的知识产权。卖方不应对该等知识产权进行不实描述或破坏。如发生任何损害或可能损害任何该等知识产权的情况，卖方应立即通知斯飞乐。</p>
<p>9. Warranty.</p> <p>A. Seller warrants that all Goods covered by each Purchase Order will conform to all specifications, standards, drawings, samples and/or descriptions, quality requirements, performance requirements, and fit, form and function requirements furnished to Seller by Spheros, and all industry standards, laws and regulations in force in countries where the Goods or vehicles equipped with such Goods are to be sold. Seller warrants that all Goods will be merchantable, safe, of good material and workmanship and free from defects. In addition, Seller acknowledges that Seller knows of Spheros's intended use of the Goods and expressly warrants that all Goods will be fit and sufficient for the particular purpose intended by Spheros.</p>	<p>9. 保证。</p> <p>A. 卖方保证各采购订单所涉及的所有货物均符合斯飞乐提供给卖方的所有规格、标准、图纸、样品和/或说明、质量要求、性能要求、及适用性、形式和功能要求，以及装备该等货物的货物或车辆拟销售国家的所有现行的行业标准、法律和法规。卖方保证所有货物均具备适销性、安全性、由良好的材料和工艺制作，且无缺陷。此外，卖方确认，卖方知晓斯飞乐对该等货物的计划用途，并明确保证其所供的所有货物均适合且满足于斯飞乐计划的特殊用途。</p>
<p>B. Seller warrants that Seller will convey good title to the Goods to Spheros, free and clear of all liens, claims, interests and other encumbrances.</p>	<p>B. 卖方保证其转让给斯飞乐的货物无权利瑕疵，不存在任何留置权、索赔、利益和其他权利负担。</p>

<p>C. All warranties will be effective for the longer of (i) the period provided by applicable law or (ii) the warranty period provided by Spheros to its customer (and such warranty period may be extended by Spheros by notifying the Seller from time to time if the warranty period provided by Spheros to its customer is extended); provided, how ever, that if Spheros or its customer, voluntarily or pursuant to a government mandate, makes an offer to owners of vehicles (or other finished products) on which the Goods or any parts, components or systems incorporating the Goods are installed to provide remedial action to address a defect or condition that relates to motor vehicle safety or the failure of the vehicle to comply with any applicable law , safety standard or guideline, whether in connection with a recall campaign or other customer satisfaction or corrective service action (a “Remedial Action”), the warranty will continue for such time period as may be dictated by Spheros's customer or the national, provincial, municipal, local or foreign government where the Goods are used or provided. Notwithstanding any expiration of a warranty period set forth in this Section 9, Seller will nonetheless be liable for costs and damages associated with any Remedial Action to the extent that such Remedial Action is based upon a reasonable determination that the Goods fail to conform to the warranties set forth in the Purchase Order. Where applicable, Seller will pay all reasonable expenses incurred while determining whether a Remedial Action is necessary, including but not limited to any indirect damages suffered by Spheros and/or its customers.</p>	<p>C. 所有的保证将按照下列期限中最长者保持有效： (1) 适用法律规定的期限或 (2) 由斯飞乐提供其客户的保证期限（如斯飞乐提供给客户的保证期限延长，则该等保证期限可由斯飞乐通知卖方后不时延长）；但是，如果斯飞乐或其客户，自愿或根据政府的命令，为弥补与机动车安全相关的缺陷或状况或对于任何适用法律，安全标准或准则的不遵从，向安装了货物或安装了配有货物的任何部分，部件或系统的车辆（或其他制成品）的所有者提供补救措施的，无论是有关召回活动或其他顾客满意度或纠正服务行动（“补救行动”），则根据斯飞乐客户或国家、省、市、地方政府或有货物使用或提供外国政府的指令，该保证将持续这样的一段时间。不论第九条如何规定保证期满的情况，若基于货物不符合采购订单规定之保证的合理判断，而采取补救行动，则就此而言，卖方将仍然承担任何与补救行动相关的费用和损失。在适用的情况下，用于确定补救行动是否有必要的所有合理费用，包括但不限于斯飞乐和/或其客户遭受的任何相应损害，将由卖方支付。</p>
<p>D. All warranties are intended to provide Spheros with protection from any and all warranty claims brought against Spheros by its customer. This includes, but is not limited to, meeting any customer-required warranties relating to the Goods or products into which the Goods are incorporated. All such customer-required warranties are incorporated by reference.</p>	<p>D. 所有保证的目的是向斯飞乐提供保障，使其免受由斯飞乐客户向斯飞乐提起的任何和所有保证索赔。该等保证包括但不限于满足客户要求的与货物或具有货物的产品有关的任何保证。所有这些客户要求的保证均应经援引而成为本条款和条件的一部分。</p>
<p>E. The warranties provided for in this Section 9 are in addition to all other warranties, express, implied or statutory, and will survive Spheros's inspection, test, delivery, acceptance, use and payment of and for the Goods, and inure to the benefit of Spheros, its successors and assigns, and Spheros's customers and the users of Spheros' or its customers' products. The warranties provided for in this Section 9 may not be limited or disclaimed by Seller. Spheros's approval of Seller's designs, materials, processes, drawings, specifications or the like will not be construed to relieve Seller of any warranties, nor will a waiver by Spheros of any required specification as to any particular Goods constitute a waiver of any such requirements for the remaining Goods to be delivered unless so stated by Spheros in writing.</p>	<p>E. 该第 9 条中规定的保证是除了所有其他的，明示、默示或法定的保证之外的保证。该等保证将贯穿斯飞乐对货物的检查、测试、交付、接受、使用和付款始终，且以斯飞乐、其承继方和受让方、斯飞乐的客户、斯飞乐及其客户产品的用户为受益方。该第9条中规定的保证不可由卖方设限或拒绝。斯飞乐对卖方的设计、材料、流程、图纸、规格或类似的批准不得解释为免除卖方的任何保证义务；除非斯飞乐书面说明，斯飞乐对任何特定货物任何所需的规格要求的取消也不构成其对任何其他待交付货物的任何此类要求的放弃。</p>
<p>F. Seller will immediately notify Spheros in writing if Seller learns of any facts, circumstances or conditions, the existence of which causes or threatens to cause breach of any warranties or interruption in Seller's production of Goods.</p>	<p>F. 如果卖方获知存在任何会导致或可能造成其违反任何保证义务或卖方的货物生产中断的事实、情况或状况，则卖方应立即书面通知斯飞乐。</p>
<p>G. To mitigate its damages, Spheros may defend any claim that any Goods supplied by Seller are defective, in breach of warranty, or otherwise do not meet applicable legal or contractual requirements because such customer may attempt to hold Spheros responsible for problems caused in whole or in part by Seller. Such defense is in the interest of both Seller and Spheros. Seller waives the right to argue that the fact that Spheros took any such position in any way limits Spheros's right to assert a claim against Seller by Spheros for breach of warranty, contribution, indemnification or other claim that may arise from or be related to the subject matter of any of the</p>	<p>G. 鉴于斯飞乐的客户可能会试图要求斯飞乐对全部或部分由可归咎于卖方的原因造成的质量问题此承担责任，因此为了减轻其损害，斯飞乐会对以卖方提供的货物存在瑕疵、违反保证义务、或以其他不符合适用的法律或合同的要求而提起的任何索赔进行辩护。该等辩护符合卖方和斯飞乐两者的利益。卖方放弃作出“斯飞乐采取任何该等辩护行为这一事实，以任何方式限制了斯飞乐就违反保证，共同责任，赔偿以及其他由前述事项导致或与之相关的其他索赔向卖方索赔的权利”这一主张的权利。</p>

foregoing.

<p>10. Indemnification.</p> <p>A. Seller covenants and agrees to indemnify and hold harmless Spheros and its respective directors, officers, employees and agents from any claims, liabilities, damages (including actual, special, consequential, punitive and exemplary damages and including the Spheros's compensation to third parties and the losses due to the stop of the production line or sales line), costs and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) incurred in connection with any claims (including lawsuits, administrative claims, regulatory actions and other proceedings to recover for personal injury or death, property damage or economic losses of any kind) that are related in any way to or arise in any way from the Goods, Seller's representations, Seller's performance of or failure to perform obligations under any Purchase Order, including claims based on Seller's breach or alleged breach of warranty (whether or not the Goods have been incorporated into Spheros's products and/or resold by Spheros) and claims for any violation of any applicable law, ordinance or regulation or government authorization or order. Seller's indemnification obligations will apply even if Spheros furnishes all or a portion of the design and specifies all or a portion of the processing used by Seller.</p>	<p>10. 补偿。</p> <p>A. 卖方承诺并同意，补偿斯飞乐和其代表董事、高级职员、员工和代理并使其免于遭受因以任何方式相关于或任何方式产生于货物、卖方声明、卖方的履行或未能履行任何采购订单的义务（包括基于卖方的违约或涉嫌违反保证（不论货物是否已经被装入斯飞乐的产品和/或由斯飞乐转售）和因任何违反任何适用的法律，条例或法规或政府授权或命令的索赔）的任何索赔（包括诉讼、行政诉讼、监管行为和其他法律程序追讨人身伤害或死亡、财产损失或任何种类的经济损失）而产生的任何索赔、责任、损害赔偿（包括实际的、特殊的、间接的、惩罚性和惩戒性损害赔偿，且包括斯飞乐向第三方进行的赔偿、生产链或销售链中断的损失）、成本和费用（包括实际发生的律师费、专家和顾问费、和解费用和审判费用）。即使斯飞乐提供了全部或部分的设计，并指定卖方使用的全部或部分工艺流程，卖方的赔偿义务也将适用。</p>
<p>B. If Seller performs any work on Spheros's premises or utilizes the property of Spheros, whether on or off Spheros's premises, Seller will indemnify and hold harmless Spheros, its affiliates and subsidiaries, and their respective directors, officers, employees and agents from and against any liabilities, claims, demands or expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) for damages to the property of Spheros or injuries (including death) to its employees or any other person arising from or in connection with Seller's performance of work or use of Spheros's property except to the extent any such liability, claim or demand arises solely from the gross negligence of Spheros.</p>	<p>B. 如果卖方在斯飞乐的场所或无论是否在斯飞乐场地但是利用斯飞乐的财产开展任何工作，卖方均应赔偿斯飞乐及其关联企业 and 分公司，以及它们的各个董事、高级职员、员工和代理并使其免于承担由卖方开展工作或使用斯飞乐财产导致或与之有关的，与对斯飞乐财产的损害或对其员工或任何个人的损伤（包括死亡）有关的任何责任、索赔、要求或费用（包括实际发生的律师费、专家和顾问费、和解和审判费用），除非该等责任、索赔或要求完全归咎于斯飞乐的重大过失。</p>
<p>C. Spheros will notify Seller after Spheros becomes aware of the basis for a claim against Seller under this Section 10. Seller will immediately begin to work cooperatively with Spheros to determine the root cause of a defect in or failure of the Goods (and related systems and components).</p>	<p>C. 根据本第10条的规定，斯飞乐知晓某一针对卖方索赔的依据后即应通知卖方。卖方将立即开展工作配合斯飞乐以确定造成货物（和相关系统和部件）缺陷或失败的根本原因。</p>
<p>D. For each breach of Seller, Spheros is entitled to a liquidated damages amounting to the higher of (1) RMB [20,000] or (2) the sum of prices of the Purchase Orders in the recent [three] months when issuing the notice on the claim. In case such liquidated damages cannot cover the losses of Spheros, Seller shall further compensate Spheros according to the full amount of losses.</p>	<p>D. 就每一项卖方的违约，斯飞乐有权获得违约金，违约金金额以两者中较高的为准：(1) 人民币20,000元，或(2) 签发关于索赔的通知时近 [三] 个月的采购订单的价格之和。如果该等违约金无法完全弥补斯飞乐的损失，卖家应当进一步根据损失全额对斯飞乐进行赔偿。</p>
<p>11. Changes.</p> <p>A. Spheros reserves the right at any time to direct changes, or cause Seller to make changes, to the Goods under any Purchase Order or Purchase Order amendment including, but not limited to, changes in the design (including drawings and</p>	<p>11. 变更。</p> <p>A. 斯飞乐保留在任何时候直接修改，或促使卖方修改任何采购订单或采购订单修订项下的货物，包括但不限于：变更设计（包括图纸和规格）、工艺流程、包装和运输方式以及采购订单项下货物的交付日期和地点，或以其他方式对采购订单工作范围，包括检验，</p>

<p>specifications), processing, methods of packing and shipping and the date or place of delivery of the Goods covered by the Purchase Order or to otherwise change the scope of the work covered by the Purchase Order including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Price and/or timing for delivery of Goods resulting from changes pursuant to this Section will be equitably adjusted by Spheros following Spheros's receipt from Seller of sufficient documentation regarding Seller's costs and/or production timing resulting from such changes.</p>	<p>测试或质量控制等事项方面的工作进行变更的权利,且卖方同意迅速作出该等变更。根据本条规定的变化,所引起的价格和/或货物交付时间的变化,在斯飞乐收到卖方提供的足够的关于卖方由于该等变化造成成本和/或生产时间变化的文件后,由斯飞乐予以公平调整。</p>
<p>B. Any change (i) in subcontractors of Seller or suppliers of Seller, or (ii) in the processes or procedures used by Seller in its production of Goods, or (iii) the fit, form, function or appearance of Goods, must be approved by Spheros in advance and in writing. If Seller purchases materials, parts or components used in Seller's production of Goods from any suppliers or subcontractors, any change (i) in the processes or procedures used by Seller's suppliers or subcontractors in the production of such materials, parts or components, or (ii) the fit, form, function or appearance of such materials, parts or components, must be approved by Spheros in advance and in writing. Any requests for such changes by Seller or Seller's suppliers or subcontractors may be approved or denied by Spheros in its sole discretion.</p>	<p>B. 以下变更必须经斯飞乐事先书面同意: (1) 卖方的分包商或供应商的任何变化,或(2) 卖方生产货物所采用的进程或程序的任何变化,或(3) 货物的适合度、外形、功能或外观的任何变化。如果卖方向任何供应商或分包商购买用于货物生产的材料、部件或组件, (1) 卖方供应商或分包商生产该材料、部件或组件所采用的进程或程序的任何变化,或(2) 该材料、部件或组件的适合度、外形、功能或外观的任何变化,也必须经斯飞乐的事先书面同意。斯飞乐具有批准或拒绝卖方或卖方的供应商或分包商提出的此种变化的任何请求的最终决定权。</p>
<p>12. Financial and Operational Condition of Seller. Seller represents and warrants to Spheros as of the date of each Purchase Order that it is not insolvent and is paying all debts as they become due; that it is in compliance with all loan covenants and other obligations; that all financial information provided by Seller to Spheros concerning Seller is true and accurate; that such financial information fairly represents Seller's financial condition; and that all financial statements of Seller have been prepared in accordance with generally accepted accounting principles, uniformly and consistently applied.</p>	<p>12. 卖方的财务和经营状况。 卖方向斯飞乐声明和保证每个采购订单日, 卖方没有资不抵债, 支付了所有的到期债务; 卖方遵守所有贷款承诺及其他义务; 卖方向斯飞乐提供的所有有关卖方的财务资料是真实、准确的; 该财务信息, 如实反映了卖方的财务状况; 卖方的所有财务报表已经始终如一地按照一贯采用的通用会计原则编制。</p>
<p>13. Seller's Insolvency. Spheros may immediately terminate each Purchase Order without any liability of Spheros to Seller upon the occurrence of any of the following or any other similar or comparable event: (i) insolvency of Seller; (ii) Seller's inability to promptly provide Spheros with adequate and reasonable assurance of Seller's financial and operational capability to perform timely any of Seller's obligations under any Purchase Order; (iii) filing of a voluntary petition in bankruptcy by Seller (or a comparable insolvency event); (iv) filing of an involuntary petition in bankruptcy against Seller (or a comparable insolvency event); (v) appointment of a receiver or trustee for Seller/Seller's assets; or (vi) execution of any assignment for the benefit of creditors of Seller.</p>	<p>13. 卖方破产。 发生任何下列的或任何其他相同或类似事件时, 斯飞乐可立即终止每个采购订单, 且斯飞乐不对卖方承担任何责任: (1) 卖方破产; (2) 卖方不能及时向斯飞乐提供, 有关卖方及时履行任何采购订单下任何卖方义务的财务和业务能力的足够和合理的保证; (3) 卖方自愿提出一个破产申请(或类似的破产事件); (4) 非卖方自愿提出的一个针对卖方的破产申请(或类似的破产事件); (5) 任命卖方/ 卖方资产托管人或受托人; 或(6) 为卖方债权人利益签署任何转让协议。</p>
<p>14. Remedies for Breach by Seller.</p> <p>A. Without limiting any of Spheros's rights and remedies at law or in equity (all of which are preserved), should any Goods fail to conform to any applicable warranties, Seller will reimburse Spheros for any and all actual, special, incidental and consequential damages caused by nonconforming Goods including, without limitation, costs, expenses and losses incurred by Spheros: (i) in inspecting, sorting, testing, repairing or replacing such nonconforming Goods; (ii) resulting from production interruptions; (iii) in conducting Remedial Actions; and (iv) in connection with claims for personal injury (including death) or property damage caused by nonconforming Goods.</p>	<p>14. 卖方违约的补救。</p> <p>A. 在不妨碍斯飞乐在法律上或公平正义的原则上所享有的任何权利及救济的前提下(所有这些权益均予以保留), 发生任何货物未能符合任何适用的保证的, 卖方将偿还斯飞乐因该等不合格的货物造成任何和所有的实际的、特殊的、附带的及间接损害, 包括但不限于斯飞乐因以下情形所产生的成本、费用和损失: (1) 检查、分类、测试、维修或更换该等不合格货物; (2) 由于生产中断导致的; (3) 开展补救行动; 及(4) 与不合格货物所造成的人身伤害(包括死亡)或财产损失索赔有关的。</p>

<p>15. Termination.</p> <p>A. <u>Spheros's Right to Terminate for Cause.</u> Spheros may terminate immediately all or any part of each Purchase Order, without any liability of Spheros to Seller, if Seller: (i) repudiates, breaches or threatens to repudiate or breach any of the terms of the Purchase Order including, without limitation, Seller's warranties provided in these Terms and Conditions; or (ii) fails to perform or deliver Goods as and when specified by Spheros; (iii) fails to provide Spheros with adequate and reasonable assurance of Seller's ability to perform timely any of Seller's obligations under any Purchase Order including, without limitation, timely delivery of Goods.</p>	<p>15. 合同解除。</p> <p>A. <u>斯飞乐因故解除的权利。</u> 如果卖方出现以下情形，斯飞乐可立即解除每个采购订单的全部或任何部分，而无需向卖方承担任何责任：（1）拒绝履行、违反或可能拒绝履行或违反任何采购订单的条款，包括但不限于：卖方14在本条款和条件中提供的保证；（2）未按照斯飞乐的指定的要求和时间履行或交付货物；或者（3）未能向斯飞乐提供，有关卖方能够及时履行任何采购订单下任何卖方义务，充分的和合理的保证，包括但不限于：按时交付货物。</p>
<p>B. <u>Spheros's Right to Terminate for Convenience.</u></p> <p>(1) In addition to any other rights of Spheros to terminate each Purchase Order for cause, Spheros may, at its option, terminate all or any part of the Purchase Order at any time and for any reason by giving written notice to Seller.</p>	<p>B. <u>斯飞乐因便利而终止的权利。</u></p> <p>(1) 斯飞乐除了有权因故终止采购订单外，还有权自行决定，在任何时间，以任何理由向卖方发出书面通知而终止全部或任何部分的采购订单。</p>
<p>(2) Upon receipt of notice of termination pursuant to this Section 15.B, Seller, unless otherwise directed in writing by Spheros, will: (i) immediately terminate all work under the Purchase Order; (ii) upon Spheros's written request, transfer title and deliver to Spheros the usable and merchantable finished Goods and raw materials/components that Seller produced or acquired in accordance with Release or amounts under the Purchase Order and which Seller cannot reasonably use in producing goods for itself or for others; (iii) take actions reasonably necessary to protect property in Seller's possession which Spheros has an interest; and (iv) upon Spheros's request, cooperate with Spheros in effecting the resourcing of the Goods covered by the Purchase Order to an alternative supplier designated by Spheros.</p>	<p>(2) 卖方在收到第 15 条 B 款规定的终止通知后，除非斯飞乐另有书面指示，将：（1）立即终止采购订单下的所有工作；（2）按照斯飞乐的书面要求，向斯飞乐转让所有权并交付卖方按照发货指令或根据采购订单制定的数量生产或取得的，且卖方不能合理用于为自己或其他人生产货物的具有适用性和适销性的完成货物和原材料/组件；（3）采取合理必要的行动保护斯飞乐拥有权益的，并由卖方占有的财产；及（4）根据斯飞乐的要求，与斯飞乐合作，将采购订单所涵盖的货物转让给斯飞乐指定的替代供应商。</p>
<p>C. Because Spheros's commitments to its customers are made in reliance on Seller's commitments under each Purchase Order, after Seller accepts a Purchase Order, the Seller shall not terminate the Purchase Order except for the circumstances for which the law explicitly grants the right of termination. In case of unilateral termination of a Purchase Order by the Seller without recourse to the rights explicitly granted by law s, the Seller shall compensate the losses of Spheros (including but not limited to Spheros's lost profits, Spheros's compensation to third parties for contract breach due to the termination of the Purchase Order, litigation fees, attorney fees).</p>	<p>C. 由于斯飞乐向客户的承诺依赖于每个采购订单项下卖方的承诺，因此除了法律明确赋予终止权的终止情形外，卖方在接受采购订单后，不应终止该等采购订单。在卖方无法法律明确赋予终止权而单方终止采购订单的情况下，卖方应当赔偿斯飞乐的损失（包括但不限于斯飞乐从销售该等采购订单项下的货物可以获得的利润、斯飞乐由于采购订单终止而向第三方就违约进行的补偿、诉讼费、律师费）。</p>
<p>D. Upon the expiration or earlier termination of any Purchase Order for any reason, Seller will take such actions as may be reasonably required by Spheros to transfer the production of the Goods from Seller to an alternative seller (including any Spheros affiliate) including, without limitation, the actions set forth below:</p>	<p>D. 任何采购订单期满后或者因任何原因而提前终止的，卖方将根据斯飞乐可能提出的合理要求把货物生产从卖方转给另一个替代的卖方（包括任何斯飞乐的关联公司），包括但不限于以下行为：</p>

<p>(1) On the premise that the purchase order is confirmed, if the supply requirements of the order cannot be met due to the seller's reasons, Seller will, at its own costs, provide Spheros with a sufficient inventory bank of Goods covered by the Purchase Order to ensure that the transition to any alternative seller chosen by Spheros will proceed smoothly. Unless otherwise specified by Spheros in a Purchase Order, an eight (8) week inventory bank of Goods will be deemed sufficient to accomplish the transition. The eight (8) week inventory bank will be calculated using the Purchase Orders and Releases from the eight (8) weeks immediately prior to Seller's notice of termination excluding any temporary interruptions, plant or industry shutdowns or other reduced schedules. Prices in effect immediately prior to expiration or termination of the Purchase Order will be the prices to be paid by Spheros for the eight (8) week inventory bank of Goods.</p>	<p>(1) 在采购订单被确认的前提下，如因卖方的原因不能满足订单的供货要求，卖方将自担费用提供斯飞乐采购订单涵盖的充足的货物存货储备以便确保对斯飞乐所选择的替代卖方的转接顺利进行。除非斯飞乐在采购订单上特别指定，八（8）周的货物存货储备量将被视为是足以确保顺利完成转接的库存量。该等八（8）周的存货储备量依据自卖方收到解约通知前八周的采购订单及供货指令计算，不包括任何暂时性停产、车间或工厂关闭或者其他安排的减少。期满或者提前终止采购订单前的即时有效价格将会被作为斯飞乐为该等八（8）周存货储备量支付的价格。</p>
<p>(2) Seller will return to Spheros all Bailed Property and any other property furnished by or belonging to Spheros or any of Spheros's customers in as good as condition as when received by Seller, except reasonable wear and tear.</p>	<p>(2) 卖方应按照卖方接收时的良好状态（合理磨损除外）退还斯飞乐所有的托管财产和其他任何由斯飞乐或斯飞乐客户提供或者属于斯飞乐或斯飞乐客户的财产。</p>
<p>(3) Seller will, at Spheros's option: (i) assign to Spheros or an alternative Seller any or all supply contracts or orders for raw material or components relating to the Purchase Order; (ii) sell to Spheros, any or all inventory and/or work in process relating to the Purchase Order; and (iii) sell to Spheros, for a price equal to the unamortized portion of the cost of such items less any amounts Spheros previously has paid to Seller for the cost of such items, any or all of Seller's Tooling or machinery or equipment used by Seller to manufacture the Goods.</p>	<p>(3) 卖方将依照斯飞乐的选择：（1）向斯飞乐或者另一个替代的卖方转让部分和全部的供货合同，或者与采购订单相关原材料或部件订单；（2）由卖方出资，将部分或者全部存货，和/或生产中的与此采购订单相关的货物出售给斯飞乐；以及（3）将卖方用来生产货物的任何卖方的模具、机器或设备，按照该等物品未摊销的成本减去任何斯飞乐先前支付给卖方该等物品的价格，出售给斯飞乐。</p>
<p>16. Limitation of Damages. In no event will Spheros be liable to Seller or Seller's subcontractors for anticipated profits or for special, incidental or consequential damages.</p>	<p>16. 损失限制。 在任何情况下，斯飞乐都不对卖方或者卖方的分包商的预期利润或者特殊、附带或者间接损害承担任何责任。</p>
<p>17. Assignment.</p> <p>A. Seller may not assign or delegate any of its duties or obligations under any Purchase Order without the prior written consent of Spheros, which may be withheld in Spheros's sole discretion. Any sale, assignment or other transfer of stock, securities, or other interests of Seller that would result in a change in control of Seller will be deemed to be a purported assignment of the Purchase Order, with respect to which Spheros reserves the right to withhold its consent.</p>	<p>17. 转让。</p> <p>A. 未经斯飞乐事先的书面同意（是否同意由斯飞乐自行决定），卖方不得将其任何采购订单项下的任何职责或义务，转让或者委托给他人。任何可能导致卖方控制权变化的出售、转让或者其他转让卖方股权、证券或者其他利益，都会被视为对采购订单的转让，斯飞乐保留对其同意与否的权利。</p>
<p>B. Spheros may assign the Purchase Order and/or any of its rights and interests in the Purchase Order, without Seller's consent, to any person or entity whomsoever or whatsoever including, without limitation, any of Spheros's affiliates (including, without limitation, any parent, subsidiary, branch or division), or to any purchaser of or successor to all or any portion of Spheros's business or assets.</p>	<p>B. 无需经卖方的同意，斯飞乐可以将采购订单和/或其任何权利和利益转让给任何人或者实体，包括但不限于任何斯飞乐的关联公司（包括但不限于所有母公司、子公司、分公司或者部门），或者给斯飞乐所有或任何部分业务或资产的购买方以及承继方。</p>

<p>18. Bailed Property.</p> <p>A. All supplies, materials, machinery, equipment, Tooling (as hereinafter defined), blueprints, designs, specifications, drawings, photographic negatives and positives, artwork, copy layout, electronic data, consigned material for production or repair and other items furnished by Spheros (or Spheros's customers), either directly or indirectly, to Seller or to any sub-supplier of Seller in connection with or related to any Purchase Order, or for which Seller has been at least partially reimbursed by Spheros (collectively, "Bailed Property") will be and remain the property of Spheros (or Spheros's customers, as applicable) and be held by Seller on a bailment at-will basis.. "Tooling" means, collectively, all tooling, dies, test and assembly fixtures, gauges, jigs, patterns, casting patterns, cavities, molds, and documentation (including engineering specifications and test reports) used by Seller in connection with its manufacture and sale to Spheros of the Goods.</p>	<p>18. 托管财产。</p> <p>A. 斯飞乐（或斯飞乐的客户）直接或间接向卖方或与任何采购订单有关或涉及的任何卖方的次级供应商提供的所有物资、材料、机器、设备、模具（定义见下文）、蓝图、设计、规格、图纸、摄影负片和正片，艺术作品、排版布局、电子数据、委托生产或维修材料和其他物品，或卖方已从斯飞乐处至少受到部分补偿的财产（统称，“托管财产”）将作为且始终为斯飞乐（或斯飞乐的客户，如适用）的财产，并由卖方基于委托而无固定期限地保管。“模具”统指与卖方制造并向斯飞乐销售货物有关的所有机床、模具、测试和组装的固定装置、仪表、夹具、制图、铸造模型、模腔、模子和文件（包括工程规范和测试报告）。</p>
<p>B. Seller will bear the risk of loss of and damage to Bailed Property and Seller, at its own expense, will keep Bailed Property fully insured for the benefit of Spheros, naming Spheros as the loss payee and an additional insured. The Bailed Property will at all times be property housed and maintained by Seller, will not be used by Seller for any purpose other than the performance of the Purchase Order, will be deemed to be personal property, will be conspicuously marked by Seller to identify it as the property of Spheros and indicate Spheros's name and address, will not be commingled with the property of Seller or with that of a third person, and will not be moved from Seller's premises without the prior written approval by Spheros. Seller will maintain a written inventory of all Bailed Property that sets forth a description of the location of all Bailed Property, and provide a copy of this index to Spheros upon request. Seller, at its expense, will maintain, repair and refurbish Bailed Property. All replacement parts, additions, improvements and accessories for such Bailed Property will automatically become Spheros's property upon their incorporation into or attachment to the Bailed Property. Any missing components of or inserts to any Bailed Property will be replaced by Seller.</p>	<p>B. 卖方将承担托管财产毁损灭失的风险。卖方将自费，为斯飞乐的利益，以斯飞乐为损失受偿人和附加被保险人，保持托管财产足额投保。托管财产将始终作为由卖方安置和维护的财产，卖方不得将其用于履行采购订单之外的其他任何目的。托管财产将被视为个人财产，应由卖方做出明显标志以确定其为斯飞乐之财产，同时标注斯飞乐的名称和地址，使其不会与卖方或与第三人的财产相混淆，且非经斯飞乐事先书面同意，该等托管财产不得从卖方所在地移出。卖方应保存有一份注明所有托管财产位置描述的书面清单，并根据斯飞乐的要求，向其提供该等清单的复印件。卖方将自费维护、维修和翻新托管财产。为托管财产更换的所有零件、添附、改进和配件，自其装入或附属于托管财产时，将自动转移归斯飞乐所有。托管财产缺少的任何组件或插件，由卖方负责更换。</p>
<p>C. Spheros may, at any time, for any reason and without payment of any kind, retake possession of or request return of any Bailed Property, without the necessity of obtaining a court order. Upon Spheros's request, the Bailed Property will be immediately released to Spheros or delivered to Spheros by Seller. Notwithstanding anything in these Terms and Conditions to the contrary, Spheros may commence an injunctive action or proceeding to obtain possession of the Bailed Property in any court having competent jurisdiction.</p>	<p>C. 斯飞乐可在任何时候，以任何理由，取回对任何托管财产的占有，或者要求返还的任何托管财产，而无需支付任何价款或获得法院的命令。一经斯飞乐的要求，卖方应立即将托管财产交还或交付给斯飞乐。不论在本条款和条件中是否有任何与之相悖的规定，斯飞乐可在任何有管辖权的法院，启动一个禁令行动或法律程序来获得对托管财产的占有。</p>
<p>D To the fullest extent permitted by law, Seller waives any liens, interests, or other rights or interests that seller might otherwise have on any of the bailed property for work performed on such property and for the purchase price of any goods manufactured or produced under a purchase order.</p>	<p>D 在法律允许的最大范围内，卖方放弃其在任何托管财产上的，因为在该财产上进行工作或基于某一采购订单制造或生产的任何货物的购买价款，而产生的任何留置权、权益、或卖方可能通过其他方式享有的其他权利或权益。</p>

<p>E. Seller acknowledges and agrees that (i) Spheros is bailing the Bailed Property to Seller for Seller's benefit; (ii) Seller has inspected the Bailed Property and is satisfied that the Bailed Property is suitable and fit for its intended purposes, and (iii) Spheros has not made and does not make any warranty or representation whatsoever, either express or implied, as to the fitness, condition, merchantability, design or operation of the bailed property or its fitness for any particular purpose. Spheros will not be liable to Seller for any loss, damage, injury (including death) or expense of any kind or nature caused, directly or indirectly, by the Bailed Property including, without limitation, its use or maintenance, or its repair, service or adjustment, or by any interruption of service or for any loss of business whatsoever or howsoever caused, including, without limitation any anticipatory damages, loss of profits or any other indirect, special or consequential damages.</p>	<p>E. 卖方承认且同意，（1）斯飞乐为卖方的利益将托管财产托管于卖方处；（2）卖方已对该等托管财产进行检验，确认该等托管财产是适合并满足其预期目的；和（3）斯飞乐没有作出过也不会对于托管财产适合度，状况，适销性，设计或操作，或对于托管财产任何特殊用途的适合性作出任何明示的或暗示的保证或声明。斯飞乐不对卖方承担任何因托管财产直接或间接引起的任何种类或性质的损失、损害、伤害（包括死亡）或费用，包括但不限于，托管财产的使用或维护、维修、检修或调校，或无论何种原因无论怎么引起的任何服务中断或任何业务的损失，包括但不限于，任何预期的损失，利润损失或任何其他间接的、特殊的损失。</p>
<p>F. In the event of any dispute between Spheros and Seller regarding whether any Bailed Property is owned by Spheros or Seller, the Bailed Property subject to the dispute will be presumed to be owned by Spheros pending resolution of the dispute, and Spheros will have the right to immediate possession of the Bailed Property pending resolution of the dispute (and Seller may not withhold delivery of possession of the Bailed Property subject to the dispute to Spheros pending such resolution), but will remain subject to any claim or right to payment of Seller for the disputed amounts (despite Seller's relinquishment of possession).</p>	<p>F. 若斯飞乐和卖方之间出现任何有关托管财产所有权的争议，争议所涉及的托管财产，在争议等待解决期间，将被推定为归斯飞乐所有，斯飞乐将有权立即占有争议等待解决的托管财产（卖方不得拒绝向斯飞乐交付该等争议所涉及的、待决的托管财产），并保留任何向卖方索赔或要求卖方支付争议金额的权利（尽管卖方已放弃占有）。</p>
<p>19. Transfer of Title to Tooling.</p> <p>Tooling:</p> <p>Seller transfers to Spheros title to all Tooling which is subject to the Purchase Order upon the earlier to occur of (i) Seller's commencement of manufacture, production, or fabrication of such Tooling, or (ii) acquisition of such Tooling by Seller from Seller's subcontractor or supplier of the Tooling, as applicable. Title to all Tooling will be transferred to Spheros even if Seller has not been paid (in full or in part) for the Tooling; provided that Spheros will not be relieved of its obligation to pay for the Tooling pursuant to the Purchase Order. To the fullest extent permitted by law, Seller waives, releases and discharges all liens, claims, interests and encumbrances it has or may have with respect to Tooling, other than Seller's right to be paid for the Tooling pursuant to the Purchase Order. Seller authorizes Spheros (in Spheros's discretion) to file any financing statements or other documents on behalf of Seller evidencing that Seller's interest in Tooling is strictly a bailment interest in accordance with Section 18 above. Seller grants to Spheros a continuing security interest in any alleged right or interest it may have in the Tooling. Any payments made by Spheros for Tooling are expressly intended by Spheros to be held in trust for the benefit of any subcontractors or suppliers used by Seller to manufacture, produce, or fabricate the Tooling that relate to such payments; and Seller agrees to hold such payments as trustee in express trust for such subcontractors or suppliers until Seller has paid the subcontractors or suppliers in full for the Tooling.</p>	<p>19. 模具的权利转让。</p> <p>模具:</p> <p>卖方于下列事件发生之时起(以先到者为准)向斯飞乐转让采购订单所涉及的所有模具的所有权：（1）卖方开始制造、生产或装配该等模具；或（2）卖方从卖方的分包商或该等采购财产的供应商，如果适用，获得该等模具。所有模具的所有权将转移至斯飞乐，即使卖方尚未获得该模具（全部或部分）的付款，前提条件是：斯飞乐将不能减免其按照采购订单支付模具价款义务。按照法律所允许的最大限度，除卖方根据采购订单就模具得到支付的权利外，卖方放弃、解除和免除与模具有关或可能有关的所有的留置权，索偿，利益和产权负担。卖方授权斯飞乐（由斯飞乐自行决定）代表卖方申请备案任何财产声明或其他文件，以证明卖方在模具上的权益是一个严格按照上述第 18 条规定的委托保管的权益。卖方授予斯飞乐对其在模具中可能享有的任何权利或利益享有不间断的担保权益。斯飞乐为模具所支付的任何款项，都应明确地视为斯飞乐为卖方所用的制造、生产、装配该款项项下模具的分包商或供应商的利益而设置的信托财产；卖方同意以托管人之身份为该分包商或供应商将该等款项设置为明示信托，直至卖方向分包商或供应商完全支付模具的价款。</p>

<p>20. Seller-Owned Tooling. If Tooling required to support production of Goods under a Purchase Order is to be funded or provided by Seller (“Seller-Owned Tooling”), the following provisions apply:</p>	<p>20. 卖方自有模具。如果生产采购订单项下货物，所需的模具是由卖方出资或提供的（“卖方自有模具”），则适用下列规定：</p>
<p>A. Seller acknowledges that it will bear the cost of Seller-Owned Tooling and will not request any financial contribution from Spheros in this respect. Seller-Owned Tooling will be properly maintained meeting Spheros’s requirements by Seller at its own expense for the term of the Purchase Order and any period Seller is obligated to provide replacement parts, unless otherwise specified in the Purchase Order or another written agreement between Spheros and Seller. If Seller has any portion of Seller-Owned Tooling financed by a third party, Seller will obtain for Spheros the rights granted in this Section 20 from its financing source/lender.</p>	<p>A. 卖方承认其将承担卖方自有模具的成本，且不会要求斯飞乐的任何财务支出的金额。除采购订单或者其他斯飞乐与卖方达成的书面协议另有规定外，在采购订单的期限内，和卖方有义务提供更换零件的任何期间内，卖方自有模具由卖方自费，负责妥善的满足斯飞乐要求的维修保养。如果卖方向第三方就卖方自有模具的任何部分融资，则卖方将从其融资/贷款人处为斯飞乐获得本第 20 条授予的权利。</p>
<p>B. Seller warrants that the lifetime and productivity of the Seller-Owned Tooling shall meet the requirements of Spheros.</p>	<p>B. 卖方保证卖方自有模具的寿命和生产效率满足斯飞乐的要求。</p>
<p>C. Seller agrees that Spheros is entitled to use Intellectual Property Rights of the Seller-Owned Tooling for the manufacture, incorporation and sale of the Goods free of charge without additional authorization of Seller otherwise.</p>	<p>C. 卖方同意，斯飞乐有权就生产，组装和销售货物无偿使用卖方自有模具的知识产权，无需卖方另行额外授权。</p>
<p>D. Seller-Owned Tooling can be classified into (1) generic tooling which can be used for the production of standard products (“Generic Tooling”) and (2) specific tooling which are specially designed and made for Spheros’s Goods (“Specific Tooling”). Unless agreed to in writing by Spheros, Seller will not use Specific Tooling to produce goods for other customers, including aftermarket customers.</p>	<p>D. 卖方自有模具可被划分为(1) 可以用于生产标准产品的通用模具（“通用模具”）和(2) 为斯飞乐货物特别设计制作的特定模具（“特定模具”）。非经斯飞乐书面同意，卖方不得使用特定模具为其他客户生产货物，包括售后市场的客户。</p>
<p>E. Given that the Goods under the Spheros’s Purchase Order are produced by Specific Tooling, the ownership of the tooling is owned by Spheros’s company, so Seller grants confirmation that it has an exclusive, irrevocable option to purchase that Specific Tooling for an amount equal to the outstanding discounted unrecovered cost at the time Spheros exercises the option. The term “discounted unrecovered cost” means the actual cost of Specific Tooling (without mark-up for profit or allocated overhead) <u>minus</u> the aggregate per-part amortization for all Goods manufactured using the tools and delivered to Spheros, discounted for early payment based upon the remaining portion of the originally-quoted program life using a discount rate of twelve percent (12%) per annum. Spheros may exercise this option at any time and not just in the case of termination, expiration or cancellation of a Purchase Order. Upon exercise by Spheros of its option to acquire Specific Tooling, at Spheros’s request, Seller will cooperate with Spheros in its removal of the property from Seller’s facility.</p>	<p>E. 鉴于斯飞乐的采购订单下的货物由特定模具生产，该模具所有权为斯飞乐公司所有，故此，卖方确认斯飞乐具有独家的，不可撤销的选择权，斯飞乐有权在行使该选择权时，以届时剩余的折旧未收回的成本价购买特定模具。术语“折旧未收回成本价”是指特定模具的实际成本（不包括利润或资产增值部分）<u>减去</u>使用该模具制造的并交付给斯飞乐所有货物折旧部分的总和，根据剩余使用年限占原设计年限的比例按每年百分之十二（12%）折旧率折旧。斯飞乐可在任何时候，而不仅仅是在终止、到期或取消采购订单的情况下，行使该等选择权。在斯飞乐行使选择权收购特定模具时，经斯飞乐的要求，卖方将协助斯飞乐从卖方的工厂搬走该财产。</p>

<p>21. Rights of Entry, Reclamation and Inspection. Spheros will have the right to enter Seller's facilities during normal business hours at reasonable times to inspect the facilities, Goods, any Bailed Property and, without the necessity of a court order, remove property belonging to Spheros or any customer of Spheros including, without limitation, Bailed Property and Goods, inventory or Seller's property that has been or is agreed to be sold to Spheros. Spheros's inspection of the Goods whether during manufacture, prior to delivery or within a reasonable time after delivery, will not constitute acceptance of any work in process or finished Goods.</p>	<p>21. 进入、纠正和检查的权利。 斯飞乐有权在正常工作时间内的合理时间进入卖方工厂，检查设施、货物、任何托管财产，移走属于斯飞乐或任何斯飞乐客户的财产而无需法庭命令，包括但不限于，托管财产和货物、库存或卖方已出售或同意出售给斯飞乐的财产。斯飞乐对于货物的检验，无论是在制造过程中、交付前或交付后的合理时间内，并不构成其对任何生产中或已完成的货物的接受。</p>
<p>22. Subcontracting. Seller will not subcontract any of its duties or obligations under any Purchase Order without prior written approval by Spheros. Seller will ensure that any subcontractor so approved complies with all production part approval process (PPAP) requirements of Spheros's customer and any other requirements of Spheros. Spheros or Spheros's representative will be afforded the right to verify at any subcontractor's premises and Seller's premises that subcontracted Goods conform to specified requirements.</p>	<p>22. 分包。 未经斯飞乐事先书面批准，卖方不能将卖方在任何采购订单下的职责或义务分包。卖方将确保任何经过批准的分包商符合斯飞乐的客户的的所有生产件批准程序（PPAP）要求和斯飞乐任何其他要求。斯飞乐和斯飞乐的代表将有权在任何分包商的所在地及卖方所在地核实分包货物是否符合规定的要求。</p>
<p>23. Nonconforming Goods. Spheros, at its option, may reject and return, at Seller's risk and expense, Goods received pursuant to any Purchase Order that fail to conform to the requirements of the Purchase Order even if the nonconformity does not become apparent to Spheros until the manufacturing, processing or assembly stage or later. To the extent Spheros rejects Goods as nonconforming, the quantities under the Purchase Order will not be reduced by the quantity of nonconforming Goods unless Spheros so notifies Seller in writing. Seller will replace nonconforming Goods with conforming Goods, unless otherwise notified in writing by Spheros, including without limitation by way of a termination notice from Spheros under Section 15 above. Seller will reimburse Spheros for (i) any amounts paid by Spheros on account of the purchase price of any rejected nonconforming Goods, and (ii) any costs incurred by Spheros in connection with the nonconforming Goods including, but not limited to, inspection, sorting, testing, evaluations, storage and rework. Payment by Spheros for nonconforming Goods will not constitute an acceptance, limit or impair Spheros's right to seek any legal or equitable remedy, or relieve Seller's responsibility for latent defects.</p>	<p>23. 不合格产品。 斯飞乐可自行选择拒绝和退回其根据任一采购合同收到的任何不符合采购订单要求的货物，并由卖方承担因此产生的风险和费用，即使此种不符合对斯飞乐而言是不明显的，并直至制造、加工或装配阶段或之后才显现出来。若斯飞乐因货物不合格而拒收，除非斯飞乐以书面形式通知卖方，采购订单的数量不会因不合格货物的退回而减少。除斯飞乐另行通知外，包括但不限于斯飞乐根据上文第 15 条的规定发出终止通知，卖方应采用合格货物替换该等不合格货物，并补偿斯飞乐，（1）由斯飞乐所支付的任何被拒绝不合格货物的购买价款；和（2）给斯飞乐造成的，与不合格货物有关的任何费用，包括但不限于：检验费用、分拣费用、测试费用、评估费用、仓储费用和返工费用。斯飞乐对不合格货物的付款不构成其对该等货物的接受，亦不构成对斯飞乐寻求任何法律或公正救济权力的限制或损害，也不构成对卖方对潜在缺陷的所负责任的减免。</p>

<p>24. Insurance. Seller will obtain and maintain, at its sole expense, insurance coverage customary in the automotive supply industry and as otherwise required by law or reasonably requested by Spheros with such insurance carriers and in such amounts as are set forth in Spheros's Insurance Policy for Suppliers and On- Site Subcontractors, a copy of which will be provided to Supplier upon Supplier's written request. This includes, without limitation, providing full fire and extended coverage insurance for the replacement value of (i) all of Seller's Property and (ii) any Bailed Property, both for their full replacement value. All such insurance coverage will name Spheros as loss payee and additional insured. Upon request, Seller will furnish to Spheros certificates of insurance setting forth the amount of coverage, policy number and date(s) of expiration for insurance maintained by Seller and such certificates must provide that Spheros will receive not less than thirty (30) days prior written notification from the insurer of any termination or reduction in the amount or scope of coverage. Seller's furnishings of certificates of insurance or purchase of insurance will not release Seller of its obligations or liabilities under any Purchase Order. If Seller fails to maintain any insurance under any Purchase Order, Spheros will have the right to procure such insurance and Seller will reimburse Spheros on demand, for all actual costs and expenses of procuring such insurance.</p>	<p>24. 保险。 卖方应自费向保险公司投保并维持该等保险，该等保险应涵盖汽车配件行业的通常适用的保险范围以及其他法律的规定或斯飞乐的合理要求，且应符合斯飞乐之供应商和现场分包商的保险准则所规定的保险人及规定的保险额条件。供应商经由书面请求可以获取一份该等保险准则的副本。保险范围包括但不限于，提供全面的火灾险和附加险，以覆盖（1）所有卖方财产的完全重置价值和（2）任何托管财产的完全重置价值。所有此类保险的覆盖范围，将指定斯飞乐为损失受益人和额外被保险人。根据斯飞乐的请求，卖方应向斯飞乐提供保险证书，列明由卖方维持的保险的保额，保单号码和到期日。该保险证书必须规定：如果出现任何终止保险或保额降低或保险范围的减少，承保人将不少于三十天（30）提前书面通知斯飞乐。卖方提供保险证书或购买保险不会解除卖方在任何采购订单下的义务或责任。若任何采购订单下，卖方没有维持任何保险，则斯飞乐将有权自行购买此种保险，卖方将按照斯飞乐要求补偿购买这种保险的全部实际成本和费用。</p>
<p>25. Customs Requirements.</p> <p>A. Seller will promptly furnish to Spheros all documents required for customs drawback purposes, properly completed in accordance with all applicable laws and regulations. Seller will also, at Seller's sole expense, provide all information (including written documentation and electronic transaction records) relating to the Goods which is necessary for Spheros to fulfill any customs-related or other governmental agency-related obligations, (e.g. origin marking and labeling requirements, and certification and local content reporting requirements), to enable Spheros to claim preferential duty treatment at the time of entry for Goods eligible under trade preference regimes, and to make all arrangements necessary for the Goods to be covered by any applicable duty deferral or free trade zone program(s) of the country of import.</p>	<p>25. 海关要求。</p> <p>A. 为达到关税退税的目的，卖方应及时向斯飞乐提供所需的按照所有适用的法律和法规妥善填写完整的所有证明文件。卖方也将自费，向斯飞乐提供其关于完成任何海关义务或其他政府机构相关义务（例如原产地标记和标签要求、认证和本地成分的报告要求）所必需的与货物有关的所有信息（包括书面文档和电子交易记录），以使斯飞乐在得以享受贸易优惠制度的货物进关时享受优惠关税待遇，并进行所有的必要安排，使货物享受进口国任何适用的关税递延或自由贸易区项目。</p>
<p>B. To the extent that Goods are to be exported from China to any other applicable country or region, Seller will comply with all applicable requirements of supply chain safety: for example, but not limitation, the United States Bureau of Customs and Border Protection's Customer-Trade Partnership Against Terrorism ("C-TPAT") initiative. Upon request, Seller will certify in writing its compliance with this paragraph 25.B.</p>	<p>B. 就货物从中国出口到任何其他适用的国家或地区而言，卖方应遵守所有适用的供应链安全要求，例如，包括但不限于，美国海关和边境保护倡导的反对恐怖主义的客户贸易伙伴关系（“C-TPAT”）。根据要求，卖方将以书面形式证明其遵守本第25条B款的规定。</p>

<p>C. Export licenses or authorizations necessary for the export of Goods will be the responsibility of Seller unless otherwise expressly stated in the Purchase Order, in which case Seller will, at Seller's expense, provide all information and documentation necessary or desirable to enable Spheros to obtain necessary or appropriate licenses or authorizations. Credits or benefits resulting or arising from any Purchase Order including trade credits, export credits, customs drawbacks, and the refund of duties, taxes or fees, will belong to Spheros. Seller will indemnify and hold Spheros and Spheros's customers and their respective successors, assigns, representatives, employees and agents harmless from and against any costs, expenses or liabilities arising from Seller's provision of incorrect information or non-compliance with customs regulations.</p>	<p>C. 出口货物所需的出口许可或授权由卖方负责，除非在采购订单中另有明文规定，且在这种情况下，卖方自费提供使斯飞乐获得必要或适当的许可或授权所必要或适宜的所有信息和文件。任何采购订单带来的或其所产生的减免或好处将属于斯飞乐，包括贸易信用、出口信贷、关税退税，和关税、税款或费用的退款。卖方将赔偿并使斯飞乐和斯飞乐的客户，和他们各自的继受人、受让人、代表、雇员及代理人，免受因卖方提供不正确的信息或不遵守海关规定所产生的任何费用、开支或责任。</p>
<p>26. Certificates of Origin.</p> <p>A. Upon request, Seller will promptly furnish Spheros with all certificates of origin and domestic value-added and other information relating to the costs and places of origin of the Goods and the materials contained therein or used in the performance thereof, as may be required by Spheros to comply fully with all customs, tariffs and other applicable governmental regulations. Seller will comply with all such regulations. Seller will indemnify and hold Spheros, Spheros's customers and their respective successors, assigns, representatives, employees and agents harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any kind or nature (including attorneys' fees and costs, fines and penalties) arising or resulting from (i) Seller's delay in furnishing such certificates or other information to Spheros, (ii) any errors or omissions contained in such certificates, and (iii) any non-compliance by Seller with such regulations.</p>	<p>26. 货物原产地证明。</p> <p>A. 根据要求，卖方将及时向斯飞乐提供所有的货物原产地证明、国内增值税和其他斯飞乐为完全遵守所有进口税，关税和其他适用的政府法规所要求的，与货物成本和原产地、货物含有的材料或生产中使用的材料有关的信息。卖方应按照斯飞乐的要求提供上述信息。卖方将遵守上述所有的规定。卖方将赔偿和使斯飞乐、斯飞乐的客户及其各自的继承人、受让人、代表、雇员及代理人，免受因（1）卖方迟延向斯飞乐提供上述证书或其他信息；（2）此类证书中有任何错误或遗漏；和（3）卖方对上述规定的任何不遵守而产生或造成的所有责任、主张、索赔、损失、成本、损害及任何种类或性质的支出（包括律师的酬金和费用、罚款和罚金）。</p>
<p>B. Seller will provide Spheros with correct Country of Origin information for all Goods. If Seller does not provide the required Certificate(s) or correct Country of Origin information, Spheros may charge-back to Seller any duties, penalties, or other liabilities or expenses (including reasonable attorneys' fees) charged to or imposed or assessed against Spheros.</p>	<p>B. 卖方将向斯飞乐，就所有货物，提供正确的原产地国家的信息。如果卖方不提供所需的证书或正确的原产地国家的信息，针对斯飞乐收取或施加或核定的任何关税、罚则、或其他债务或费用（包括合理的律师费），斯飞乐可向卖方追偿。</p>
<p>27. Compliance with Laws.</p> <p>A. Seller warrants to comply with all the applicable laws and regulations, in particular, those related to environmental protection, safety, anti-corruption and antitrust.</p>	<p>27. 遵守法律。</p> <p>A. 卖方保证遵守所有适用的法律法规，尤其是关于环保、安全、反腐败和反垄断的法律法规。</p>
<p>B. Seller will not (i) utilize forced or involuntary labor, regardless of its form, (ii) employ any child, except as part of a government approved job training, apprenticeship or similar program, or (iii) engage in abusive employment or corrupt business practices in the supply or provision of Goods under any Purchase Order. If Seller subcontracts any of its duties or obligations under any Purchase Order in accordance with Section 22, Seller will ensure that all subcontractors comply with the requirements under this Section 27. Further, Seller hereby acknowledges and understands that Spheros strictly forbids giving or promising anything of value to a government official or employee, whether to influence that person in his or her official duties or to encourage unlawful conduct.</p>	<p>B. 卖方将不会（1）利用强迫或非自愿劳动，无论其形式；（2）雇用任何儿童，但作为一个政府批准的职业培训，见习实践或类似的计划的一部分除外；或（3）在供应或提供任何订单下货物的时候，参与虐待用工或腐败商业活动。如果卖方根据第22条分包任何的采购订单下其职责或义务的，卖方将确保所有分包商遵守此第27条的要求。另外，卖方在此认可并理解斯飞乐将严厉禁止向任何政府人员或员工给予或承诺给予任何有价值的东西（无论是出于对上述在职人员施加影响或是为了促使不法行为的发生）。</p>

C. Upon Spheros's request, Seller will promptly provide to Spheros, in such format as Spheros may request, information to enable Spheros and/or Spheros's customers, as the case may be, to timely comply with all due diligence, disclosure and/or audit requests and requirements with respect to the ingredients and materials used in Seller's Goods, including, without limitation, under so-called "conflict minerals" laws (for example, Section 1502 of the Dodd- Frank Wall Street Reform and Consumer Protection Act of the United States and other laws passed in any jurisdiction requiring any disclosure or restriction on the use of ingredients or materials (collectively, "Ingredients Law s")). Seller's responses shall be sufficiently detailed, and include any requested written certifications regarding the accuracy and completeness thereof, so as to enable Spheros and Spheros's customers to fully comply with Ingredients Laws. If requested by Spheros, Seller's response shall include a thorough inquiry of Seller's supply chain (and written certifications by all entities in such supply chain) identifying the ingredients or materials in the Goods and the country of origin of such ingredients or materials (or, following due inquiry, information regarding why such country of origin cannot be determined). Seller shall be responsible for the timeliness, accuracy and completeness of its sub-suppliers' responses to such inquiries. Seller will take all actions necessary to ensure that the Goods will be free of ingredients or materials restricted by Ingredients Laws including, without limitation, ensuring that Seller's contracts with its sub-suppliers enable Seller to timely obtain, from such sub-suppliers, information sufficient for Seller to timely respond to Spheros's and Spheros' customers' requests for information under Ingredients Laws.

C. 根据斯飞乐的要求， 卖方应尽快按照斯飞乐规定的格式向其提供使斯飞乐和/ 或斯飞乐客户（视情况而定）得以及时遵守与卖方产品的成分和材料有关的所有尽职调查、信息披露和/或 审计请求与要求的信息，包括但不限于所谓的“冲突矿产”法项下要求的信息（如，美国多德-弗兰克华尔街改革和消费者保护法案第1502条的规定，及其他任何在有关司法管辖区被通过的，就原料或材料的使用进行任何披露或施加任何限制的法律，（统称“材料法”））。卖方所提供的信息应当足够详细，并应包括为证明该等信息准确性与完整性所请求的任何书面证明，以确保斯飞乐和斯飞乐的客户能够符合材料法的规定。如斯飞乐要求， 卖方所提供的信息应包括一份关于卖方供应链的详细调查（应由该等供应链下的所有实体书面认证），标识其货物中所含原材料和材料及该等原料和材料的原产地（或，根据调查的要求，提供信息说明该等原料和材料原产地无法确定的原因）。卖方应对其分供货商提供该等信息的及时性、准确性和完整性承担责任。卖方应采取一切必要行为以确保其货物不含有材料法的限制或禁止性的原料或材料，包括但不限于确保卖方与其分供货商之间的合同能够保障卖方及时从该等分供货商处获取充分的相关信息，使得卖方能够及时向斯飞乐和斯飞乐客户提供其所要求的材料法项下的相关信息。

D. Applicable laws and regulations may set occupational dose levels for ionizing radiation in the workplace, and require licenses and/or other governmental authorizations for the distribution of products or materials containing nuclear byproduct material in concentrations exceeding levels established by governmental authorities and regulatory agencies, including, for example, the United States Nuclear Regulatory Commission. All Goods (including all components and materials used in such Goods) shall be free of radiation exceeding naturally-occurring background levels. Any Goods (including components and materials used in such Goods) exceeding radiation levels set or recommended by any applicable governmental authority or regulatory agency shall be deemed defective, and Seller will indemnify and hold harmless Spheros and its directors, officers, employees and agents from for all claims, liabilities, damages (including actual, special, consequential, punitive and exemplary damages), costs and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) incurred in connection with any claims (including lawsuits, administrative claims, regulatory actions and other proceedings to recover for personal injury or death, property damage or economic losses of any kind) that are related to or arise in any way therefrom. Seller shall be responsible for all costs of disposal, storage, and return shipment, including, but not limited to, return shipment to the country of origin if such Goods are denied entry to any country, state, province, municipality or region.

D. 有关法律法规可能会设定工作场所的职业电离辐射剂量水平，并且要求就包含超过政府部门或监管机构设置标准浓缩核物质的产品或材料的分销申请许可和/或政府授权文件，如，美国核管理委员会要求。所有货物（包括用于生产该等货物的所有组件和材料）均不得超过其自然产生的辐射水平。任何超过政府当局或监管机构确定的或推荐适用的辐射水平的货物（包括用于生产该等货物的所有组件和材料）将被视为不合格，卖方应赔偿斯飞乐、斯飞乐的董事、高级职员、员工及代理等因任何与上述行为有关或由上述行为产生的索赔（包括诉讼、行政处罚、规范行为及其他任何为弥补人员伤亡、财产损失或经济损失的行为）而产生的任何索赔、债务、损害（包括实际的、特别的、间接的和惩罚性的损害赔偿）、成本和费用（包括实际发生的律师费、专家咨询费、调解和诉讼费用），并使其免受任何损害。卖方应承担所有处理、存储、返还货物的费用（包括但不限于，如果该等货物被任何国家、州、省、市或地区拒绝进入，将该等货物返回其原产国）。

<p>E. Neither Intermediary nor Intermediary Personnel will, directly or indirectly, pay, offer, promise to pay or authorize the payment of, any monies or financial or other advantage in violation of Anti- Corruption Law s and/or Spheros' BPCoC and/or the Spheros Supplier Standards of Conduct. Further, neither Intermediary nor Intermediary Personnel has taken, or will take, directly or indirectly, any action that could cause Spheros or Spheros's officers, directors, employees and/or affiliates to be in violation of Anti-Corruption Laws. Intermediary will (i) make all Intermediary Personnel available for compliance training as requested by Spheros, (ii) keep full and accurate books and records of all payments made in respect of any transaction or business effected in connection with this Purchase Order, and (iii) make all such books and records available to Spheros or its designee as requested by Spheros to verify Intermediary's compliance with Anti- Corruption Laws and this Purchase Order. Intermediary shall maintain an adequate program to protect against breaches of Anti- Corruption Laws. Spheros may terminate this Purchase Order, without liability to Intermediary, immediately upon written notice to Intermediary, if Spheros determines, in good faith, that Intermediary has breached this provision. Intermediary will indemnify and hold harmless Spheros and its respective directors, officers, employees and agents from for all claims, liabilities, damages (including actual, special, consequential, punitive and exemplary damages), costs and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) and penalties incurred in connection with and arising from any breach of this provision. For purposes of this Section 27. E, the foregoing terms have the following meanings: "Anti-Corruption Laws " means any applicable foreign or domestic anti-bribery, anti-corruption, anti-monopoly, anti-laundering laws and regulations, as amended from time to time, including, without limitation, the United Kingdom's Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977, China anti-bribery, anti-corruption, anti- monopoly, anti-laundering law s and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; "Intermediary" means any service provider or supplier, including Seller, acting in the name or behalf of Spheros as an intermediary or perceived as acting on behalf of Spheros, including when interacting with governmental authorities or public officials; and "Intermediary Personnel" means Intermediary's officers, directors, employees, direct or indirect beneficial owners or shareholders, or any other party acting for or on behalf of Intermediary.</p>	<p>E. 任何中介机构及中介机构人员均不得违反反腐败法和/或斯飞乐道德规范和/或斯飞乐供应商行为准则，直接或间接给予、索取或承诺给予或批准给予任何金钱或金钱等价物或其他好处。并且，任何中介机构或中介机构人员未曾且不会直接或间接采取或可能采取任何可能导致斯飞乐或斯飞乐高级职员、董事、员工和/或其关联公司违反反腐败法的行为。中介机构应：(1)按照斯飞乐的要求对其工作人员进行合规培训，(2)保留所有与采购订单有关的交易或业务完整而准确的记录，和(3)根据斯飞乐的要求向斯飞乐或其指定人提供上述记录，以便其对中介机构遵守反腐败法及采购订单的情况进行审核。中介机构应当保持一个充分的程序以防止违反反腐败法。经斯飞乐诚信确认中介机构违反本条款规定的，斯飞乐将有权立即书面通知中介机构终止采购订单，而无需承担任何责任。中介机构应赔偿斯飞乐、斯飞乐的代表董事、高级职员、员工及代理等因任何与上述违约行为有关或由上述违约行为而产生的任何索赔、债务、损害(包括实际的、特别的、间接的和惩罚性的损害赔偿)、成本和费用(包括实际发生的律师费、专家咨询费、调解和诉讼费用)和罚款，并使其免受任何损害。为明确本第27条E款的规定，上文所述的“反腐败法”是指任何适用的国内外反贿赂、反腐败、反垄断、反洗钱法律法规及其不时的修订，包括但不限于《2010年英国反贿赂行为法案》、《1977 年美国反海外腐败法案》、中国反贿赂法、反腐败法、反垄断法、反洗钱法及任何与 执行《经济合作与发展组织公约》打击在国际商业交易中贿赂外国 政府官员有关的法律；“中介机构”是指包括卖方的服务提供方或 供应商，以斯飞乐的名义或为斯飞乐的利益而行为的中介机构或被 认为是斯飞乐代表的中介机构，包括在与政府当局或政府官员来往时以斯飞乐的名义或为斯飞乐的利益或被认为是斯飞乐的代表中介机构；和“中介机构人员”是指中介机构的高级职员、董事、员工、直接或间接的权益所有人或股东、或任何其他代表中介机构的一方。</p>
<p>F. Seller warrants to comply with Spheros supplier code and other applicable code for suppliers which may be updated by Spheros's written notice to Seller from time to time.</p>	<p>F. 卖方保证遵守斯飞乐的供应商准则和其他适用于供应商的准则，前述准则可由斯飞乐以书面通知卖方的形式不时更新。</p>
<p>28. Identification of Goods . All Goods supplied pursuant to each Purchase Order that are construed as a completed part will permanently bear information such as Spheros's part number and name or code name, lot number, Seller's name or code name, and/or date of manufacture by Seller in a manner directed by Spheros.</p>	<p>28. 货物标识。根据每个采购订单提供的所有货物，作为一个完成的部分将永久具备信息，例如斯飞乐的零件编号和名称或代码、批号、卖方名称或代码、和/或按照斯飞乐指定的方式标识的卖方的制造日期。</p>

<p>29. Packaging and Shipping. All packaging must conform to Spheros's standard packaging requirements. Seller will: (i) properly pack, mark and ship Goods in accordance with Spheros's requirements and the involved carrier in a manner to secure the lowest transportation cost; (ii) route shipment in accordance with Spheros's instructions; (iii) make no charge for handling, packaging, storage, transportation (including duties, taxes, fees, etc.), cost of vehicle or other transport expenses unless otherwise approved by Spheros in writing; (iv) provide Spheros with shipment papers showing the Purchase Order number, Purchase Order amendment or Release number, Spheros's part number, Seller's part number where applicable, quantity of pieces in shipment, number of cartons or containers in shipment, Seller's name, the bill of lading number and the country of origin; and (v) promptly forward to Spheros the original bill of lading or other shipment receipt for each shipment identification of the Goods on packing slips, bills of lading and invoices in order to enable Spheros to easily identify the Goods purchased.</p>	<p>29. 包装和运输。所有的包装必须符合斯飞乐的标准包装要求。卖方应：（1）根据斯飞乐和相关承运人的要求，以使运输成本最低的方式正确包装、标记和运输货物；（2）按照斯飞乐的指示路线运输；（3）不收取搬运、包装、储存、运输（包括关税、税收、费用等），车辆或其他运输费用，斯飞乐另行书面同意的除外；（4）向斯飞乐提供装运文件，标明采购订单编号、采购订单修改或供货指令的编号、斯飞乐零件编号、卖方零件编号(如适用)、装运件数、装运纸箱或集装箱编号、卖方的名称，提单编号和原产地；和（5）及时向斯飞乐提供的正本提单或其他用于装箱单上的每个货物装船识别的装运收据、提单和发票以使得斯飞乐容易地识别所购买的货物。</p>
<p>30. Setoff and Contractual Recoupment.</p> <p>A. In addition to any right of setoff or recoupment provided or allowed by law, Spheros and any of its affiliates, subsidiaries, branches and divisions ("Spheros Group") may setoff against or recoup from any amounts owing to Seller or any of its affiliates, subsidiaries, branches and divisions ("Seller Group") any amounts owing to any member of the Spheros Group by any member of the Seller Group including, without limitation, for damages resulting from breaches by Seller of its obligations under this or any other Purchase Order.</p>	<p>30. 抵销和合同补偿。</p> <p>A. 除法律规定或准予的任何抵销或补偿外，斯飞乐和其任何关联企业、子公司、分公司和部门（"斯飞乐集团"）可从对卖方或其任何关联企业、子公司、分公司和部门（"卖方集团"）的任何欠款中，就任何卖方集团成员对斯飞乐集团的任何欠款主张抵销或获得补偿，包括但不限于，因卖方违反该采购订单中或任何其他采购订单中卖方的义务而导致的损失。</p>
<p>B. If an obligation of any member of the Seller Group is disputed, contingent or unliquidated, payment by any member of the Spheros Group of all or any portion of the amount due may be deferred until such dispute contingency is resolved or the obligation is liquidated. Without limiting the generality of the foregoing and by way of example only, in the event of a bankruptcy of Seller, if all of the Purchase Orders between Spheros and Seller have not been assumed, then Spheros may withhold payment to Seller for Goods previously delivered (via an administrative hold or otherwise) until the risk of potential rejection and other damages is eliminated.</p>	<p>B. 如果卖方集团任何成员的义务存在争议、为或有债务或者未清偿债务，斯飞乐集团任何成员公司对全部或任何部分到期金额的清偿可延迟至该等争议、或有债务得以解决或确定或该等未清偿债务得以清偿。在不限制前述一般性规定的前提下，例如，当卖方发生破产时，若斯飞乐公司和卖方之间的整个采购订单尚未得以履行，则斯飞乐可以将卖方以前交付货物的对价（通过行政机构持有或以其他方式）予以留存，直到卖方该等可能拒绝履行和其他损害的风险得以消除为止。</p>
<p>31. Audit Rights and Financial Information. If requested by Spheros, Seller will permit Spheros and/or its designees to: (i) examine all pertinent documents, data and other information relating to the Goods, Tooling, Seller's obligations under the Purchase Order, any payment made to Seller, any claim made by Seller and any quotes, invoices or similar materials from Seller's own suppliers or subcontractors; (ii) view any facility or process relating to the Goods or the Purchase Order, including those relating to production quality; and (iii) audit any facility or process to determine compliance with the requirements of the Purchase Order. If requested by Spheros, Seller will provide to Spheros its most current income statements, balance sheets, cash flow statements and supporting data and schedules.</p>	<p>31. 审计权和财务信息。如果斯飞乐要求，卖方将允许斯飞乐和/或其指定人员来：（1）审查所有相关文件、数据和其他有关于货物、模具、采购订单下的卖方义务、向卖方作出的任何付款、卖方的任何主张和来自卖方自己的供应商或分包商的报价、发票或类似的材料的信息；（2）查看有关货物或采购订单的任何设施或过程，包括那些与产品质量有关的任何设施或过程；及（3）审查任何设施或过程，以确定是否符合采购订单的要求。如果斯飞乐要求，卖方将提供给斯飞乐其最新的损益表、资产负债表、现金流量表和支持数据及明细。</p>
<p>32. Advertising. Seller will not refer to Spheros in advertising or public releases without Spheros's prior written approval and will not use Spheros's trademarks or trade names in advertising or promotional materials.</p>	<p>32. 广告。非经斯飞乐事先书面同意，卖方将不得在广告或公开材料中提及斯飞乐，且不得在商业广告或宣传材料中使用斯飞乐的商标或商号。</p>

<p>33. Force Majeure; Labor Disruptions.</p> <p>A. Any delay or failure of Spheros or Seller to perform its obligations under the Purchase Order will be excused if, and to the extent that, the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; or wars. During any delay or failure to perform by Seller, Spheros may, at its option: (a) purchase the Goods from other sources and reduce its Releases to Seller by such quantities without liability of Spheros to Seller, and require Seller to reimburse Spheros for any additional costs to Spheros of obtaining the substitute Goods compared to the prices set forth in the Purchase Order; (b) require Seller to deliver to Spheros, at Spheros's expense, all finished Goods, work in process and/or parts and materials produced or acquired for work under the Purchase Order; or (c) require Seller to provide Goods from other sources in quantities and at a time requested by Spheros and at the price set forth in the Purchase Order.</p>	<p>33. 不可抗力；罢工。</p> <p>A. 斯飞乐或卖方无需就任何拖延或未能按采购订单履行其义务承担责任，若一方无法履行是由于超出其合理控制的事件且非因其过失或疏忽造成的，如：天灾；政府机关所采取的限制、禁止、强制优先、强制分配、或政府行为；禁运；火灾；爆炸；自然灾害；暴乱；或战争。在卖方的任何延迟或无法履行期间，斯飞乐可自行选择：（a）从其他渠道购买货物，同时从其给卖方供货指令减少相等数量，且斯飞乐无须向卖方承担责任，并有权要求卖方补偿斯飞乐因采购替代品价格高于采购订单中规定价格而产生 的任何额外成本；（b）由斯飞乐承担费用，要求卖方向斯飞乐交付所有完成的货物、半成品和/或零部件和为采购订单工作生产的或 收购的材料；或（c）要求卖方按照采购订单中规定的价格，在斯飞乐所要求的时间，从其他来源提供斯飞乐所要求的数量的货物。</p>
<p>B. Seller's financial inability to perform, changes in cost or availability of materials or components based on market conditions, and/or supplier actions or contract disputes will not excuse performance by Seller under theories of force majeure, commercial impracticability or otherwise, and Seller expressly assumes these risks.</p>	<p>B. 卖方的财务无力履行，材料或部件成本或可用性根据市场条件的改变，和/或供应商的诉讼或合同纠纷，在上述情况下，卖方不得以不可抗力理论、商业不可行或其他事由为借口，免除履行义务，且卖方明确承担这些风险。</p>
<p>34. Replacement Parts.</p> <p>A. From time to time, upon receipt of Spheros's Release for such Goods, Seller will sell to Spheros all Goods necessary for Spheros to fulfill Spheros's and its customer's replacement parts requirements for its current model year at the then current production prices plus any actual net cost differential for required unique packaging, provided that sufficient evidence of such packaging costs is provided to Spheros. If the Goods are systems, modules or assemblies, Seller will sell the components or parts of such systems, modules or assemblies at prices that will not in the aggregate exceed the then current production price of the system, module or assembly less the costs of labor involved in connection with the system, module or assembly plus any actual net cost differential for required unique packaging.</p>	<p>34. 更换零件。</p> <p>A. 为满足斯飞乐和其客户服务和零件更换的要求之需，卖方会不时地，根据收到的斯飞乐对这种货物的供货指令，将按照该产品出产年度的式样，以当时的生产价格加上需要独立包装的任何实际净成本差异（若已向斯飞乐提供该包装成本的充足证明），向斯飞乐出售所有货物。如果货物是系统、模块或组件，卖方出售此系统、模块或组件的部件或零件的总价格不应超过该等系统、模块或组件在产品出产当时的生产价格，减去该等系统、模块或组件所需的劳动力成本，加上由于独立包装引起的任何实际净成本差异。</p>

<p>B. After termination of the current model production of the vehicle model(s) for which the Goods are produced, Seller will sell to Spheros additional Goods necessary for Spheros to fulfill Spheros' and its customer's service and replacement parts requirements for past model at the prices then specified in the last Purchase Order for current model production plus any actual net cost differential for required unique packaging for the first five (5) years following the stop of production of past model parts. For the five (5) years following the first five years or such longer period for which Spheros's customer requires to be provided with service parts, the prices will be as specified in the last Purchase Order for current model production plus any actual net cost differential for required unique packaging plus any actual net cost differential for manufacturing costs as mutually agreed by Spheros and Seller.</p>	<p>B. 货物生产所供应的当前型号汽车模型生产终止后，为满足斯飞乐和其客户服务和更换过去型号零件的要求之需，在旧型号零部件生产终止后的第一个五（5）年，卖方将按照当前型号最后的采购订单制定的生产价格加上需要独立包装的任何实际净成本差异，向斯飞乐继续出售货物。在第一个五年之后的五（5）年，或斯飞乐的客户所需要维修零件的较长时期，价格将按照当前型号最后的采购订单制定的生产价格，加上需要独立包装的任何实际净成本差异，加上斯飞乐和卖方共同商定的实际制造成本的任何实际净成本差异。</p>
<p>35. Claims from Seller. Any legal action by Seller against Spheros arising under or relating to any Purchase Order must be commenced within statutory time limit of action after the breach of other event giving rise to such claim.</p>	<p>35. 卖方索赔。 依据或关于任何采购订单，卖方采取的针对斯飞乐任何法律行动，须在引起此类索赔的违约行为或其他事件发生后的法定诉讼时效内提出。</p>
<p>36. Customer Terms. If Goods will be sold, or incorporated into products that will be sold, by Spheros, to a vehicle manufacturer (whether directly or indirectly through another supplier), Seller acknowledges and agrees that it is Spheros's and Seller's intent, in part, that these Terms and Conditions ensure that Seller will be in compliance with Spheros's obligations to such vehicle manufacturer. Therefore, upon Spheros's request, Seller will perform such acts, provide such disclosures, and comply with such requirements and requests as Spheros deems necessary or desirable, and within Seller's control, to satisfy Spheros's obligations under the terms and conditions of any purchase order, supply agreement or other document ("Customer Terms") applicable to Spheros's agreement with its vehicle manufacturer customer and to which the Goods relate. For example, but without limitation, Spheros may require Seller to comply with Customer Terms relating to delivery, packaging and labeling, warranty and warranty periods, intellectual property rights, indemnification, confidentiality, access to facilities and records, and the production and sale of replacement and service parts. In Spheros's sole discretion and upon Spheros's written notice to Seller, any portion of the Customer Terms designated by Spheros shall be deemed incorporated into these Terms and Conditions, and, in such event, to the extent of any conflict between the Purchase Order (including these Terms and Conditions) and the subject Customer Terms, the Customer Terms shall govern and control.</p>	<p>36. 客户条款。 如果货物会被斯飞乐出售给或被装配入斯飞乐的产品(无论是否需要直接或间接地通过其他供应商)而出售给整车厂，卖方确认并同意，斯飞乐及卖方均有意通过本条款和条件在某种程度上确保卖方遵守斯飞乐对整车厂所承担的义务。因此，应斯飞乐的要求，卖方将采取斯飞乐所认为的必要或合适的行动，披露所需信息并遵守所需的要求或请求，在卖方控制范围内使得斯飞乐满足其在斯飞乐与整车厂客户之间与货物有关的协议项下适用的任何采购订单、供应协议或其他文件(“客户条款”)中的条款与条件项下的义务。例如但并不限于，斯飞乐将要求卖方按照客户条款的相关要求交付、包装和标记货物，提供质量保证及质保期间，遵守客户条款关于知识产权、赔偿、保密、访问设备及记录、及生产和销售替换和维修零件等的规定。依斯飞乐自行决定，并经其书面通知卖方，斯飞乐可将其指定的客户条款的任何部分并入本条款和条件中，且在该等情形下，如采购订单(包括本条款和条件)与适用的客户条款之间存在任何不一致之处，客户条款将优先适用。</p>
<p>37. Severability. If any terms(s) of the Purchase Order is invalid or unenforceable under any law, regulation, rule, legislative document or judicial interpretation, such term(s) will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such law, regulation, rule, legislative document or judicial interpretation, and the remaining provisions of the Purchase Order will remain in full force and effect.</p>	<p>37. 条款可分割性。 如果根据任何法律、法规、规章、规范性文件或司法解释，采购订单中的任何条款无效或无法执行，则该条款将视情况，被视为修改或删除，但仅在符合该法律、法规、规章、规范性文件或司法解释必要的限度内，且采购订单的其余条款仍将完全有效。</p>

<p>38. Notices. All notices, claims and other communications to Spheros required or permitted under the Purchase Order will be made in writing and will be effective only upon receipt by Spheros. Seller's failure to provide any notice, claim or other communication to Spheros in the manner and within the time periods specified in the Purchase Order will constitute a waiver by Seller of any and all rights and remedies that otherwise would have been available to Seller upon making such notice, claim or other communication.</p>	<p>38. 通知。 采购订单项下所要求的或准许的给斯飞乐的所有通知、索赔和其他通讯，应以书面形式提出，并在斯飞乐收到后生效。卖方未能按照采购订单规定的方式，在规定的时间内，向斯飞乐提出任何通知、索赔和其他通讯，将构成卖方对其在作出该等通知、索赔和其他通讯之时所拥有的任何及所有的权利和救济的放弃。</p>
<p>39. Electronic Communication. Seller will comply with the method of electronic communication specified by Spheros, including requirements for electronic funds transfer, purchase order transmission, electronic signature, and other communications.</p>	<p>39. 电子通讯。 卖方将遵守斯飞乐指定的电子通讯方式，包括要求电子资金转帐、采购订单的传送、电子签名和其他通讯方式。</p>
<p>40. Relationship of Parties. Seller and Spheros are independent contracting parties and nothing in these Terms and Conditions will make either party the agent, partner, joint venturer or legal representative of the other for any purpose, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.</p>	<p>40. 签约方之间的关系。 卖方和斯飞乐是独立签约双方，本条款和条件不会使任何一方成为另一方无论出于何种目的的代理人、合伙人、合资人或法定代表人。本条款和条件也不会赋予任何一方权利，代表另一方或以另一方名义承担任何义务或创设任何义务。</p>
<p>41. Confidentiality.</p> <p>A. Seller will (i) keep all Spheros's information confidential and disclose it only to its employees who need to know such information in order for Seller to supply Goods, Tooling, and equipment to Spheros under the Purchase Order and (ii) use Spheros's information solely for the purpose of supplying Goods to Spheros. "Spheros's information" means all information provided to Seller by Spheros or its representatives or subcontractors in connection with the business, programs, and Goods data, formulas, compositions, designs, sketches, photographs, samples, prototypes, test vehicles, manufacturing, packaging or shipping methods and processes and computer software and programs (including object code and source code). Spheros's information also includes any materials or information that contains, or is based on any Spheros's information, whether prepared by Spheros, Seller or any other person.</p>	<p>41. 保密。</p> <p>A. 卖方将 (1) 对所有的斯飞乐的信息保密，仅对其为使得卖方根据采购订单向斯飞乐提供货物、模具、和设备而需要知晓该信息的雇员进行披露；和 (2) 仅限于向斯飞乐供应货物的目的而使用斯飞乐的信息。“斯飞乐的信息”是指斯飞乐或其代表或分包商向卖方提供的，有关于业务、项目、和货物数据、标准、结构、设计、草图、照片、样品、雏型、测试车辆、制造、包装或运输方式和流程，计算机软件 and 程序 (包括目标代码和源代码) 的所有信息。斯飞乐的信息还包括任何斯飞乐信息所包含的，或者基于斯飞乐的信息得到的，任何材料或信息，不论该等信息是否由法雷奥、卖方或任何其他人而准备。</p>
<p>B. Spheros shall undertake the same confidentiality obligations if the Seller has provided any technical documentation related to the supply of the Goods.</p>	<p>B. 如卖方向斯飞乐提供有关其所供应货物的技术资料，则斯飞乐应承担同样的保密及相关义务。</p>
<p>42. Entire Agreement; Modification. A Purchase Order, including these Terms and Conditions, as may hereafter be modified together with the attachments, exhibits or supplements specifically referenced in the Purchase Order, constitutes the entire agreement between Seller and Spheros with respect to the matters contained in the Purchase Order and will be deemed to supersede all prior oral or written representations and agreements. Spheros may modify the Terms and Conditions, at any time, by posting notice of such modified Terms and Conditions through links provided on the Spheros website at http://www.Spheros.com. No separate notice to the Seller is required.</p>	<p>42. 整体协议；修改。 采购订单，包括本条款和条件，及今后可能作的修改连同附录、附件或补充，特别是在采购订单中引用的补充，构成了卖方与斯飞乐之间关于采购订单所包含事项的整体协议，并被视为取代了所有之前的口头或书面陈述和协议。斯飞乐可随时修改本条款和条件，并通过斯飞乐网站 http://www.Spheros.com 提供上述修改条款和条件的通知的链接，而无需另行通知卖方。</p>

<p>43. Governing Law ; Arbitration.</p> <p>A. The following provision applies only if the Spheros entity named on the Purchase Order is an entity organized under the law of mainland China. In such cases, and only in such cases, the interpretation, performance and enforceability of the Terms and Conditions and each Purchase Order shall be governed by the laws of China. The United Nations Convention on the International Sale of Goods is expressly excluded. In the event any dispute arises in connection with the interpretation or implementation of these Terms and Conditions and any Purchase Order hereunder, either Party may refer the dispute to Shanghai International Arbitration Centre (“SHIAC”) for arbitration. The arbitral tribunal shall consist of three arbitrators who are able to communicate in both English and Chinese verbally and in writing. Each party shall appoint one arbitrator, and the presiding arbitrator shall be appointed by agreement between the Parties, or by the Chairman of SHIAC, if the Parties cannot reach the agreement. The arbitration shall be conducted in the English and Chinese languages. The arbitral award shall be final and binding on the Parties.</p>	<p>43. 适用法律；仲裁。</p> <p>A. 只有当采购订单中的斯飞乐公司是一家依据中国大陆法律成立和存在的实体，则适用以下条款：当且仅当上述情况下，对于本条款和条件和任一采购订单的解释，履行及执行均受中国法律的制约。每个采购订单将受中国的法律管辖。明确排除《联合国国际货物销售合同公约》的适用。发生与本条款和条件和任一采购订单的解释或执行有关的任何争议时，任何一方可将争议应提交上海国际仲裁中心通过仲裁解决。仲裁庭应由三名仲裁员组成，且三名仲裁员均可同时以中英文进行书面和口头交流。由双方分别指定一名仲裁员并共同指定首席仲裁员，若双方无法就首席仲裁员的指定达成一致，应交由上海国际仲裁中心主任指定。仲裁语言为英文和中文。仲裁裁决是终局的，对双方具有约束力。</p>
<p>B. The following provision applies only if the Spheros entity named on the Purchase Order is an entity organized under the law of any other country other than mainland China or the performance of the contract is outside mainland China. In such cases, and only in such cases, the interpretation, performance and enforceability of the Terms and Conditions and each Purchase Order shall be governed by the laws of Hong Kong without regard to any otherwise applicable conflict of laws provisions. The United Nations Convention on the International Sale of Goods is expressly excluded. Any dispute, controversy or claim arising out of or relating to this contract shall be submitted to and exclusively and finally settled through arbitration conducted in Hong Kong under the auspices of the Hong Kong International Arbitration Centre (“HKIAC”) in accordance with the current HKIAC arbitration rules then in force. The number of arbitrators shall be three (3). Spheros shall select one (1) arbitrator and Seller shall select one (1) arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be appointed by the Chairman or the Secretary-General of HKIAC, as applicable. Arbitration proceedings shall be conducted in both Chinese and English. The decision of the arbitration board shall be final and binding upon the parties and such decision shall be enforceable through any courts having jurisdiction. The costs and expenses of arbitration shall be allocated and paid by the parties as determined by the arbitrators.</p>	<p>B. 只有当采购订单中的斯飞乐公司是一家依据其他国家地区（不是中国大陆的）法律成立和存在的实体，或合同的履行在中国大陆之外，则适用以下条款：当且仅当上述情况下，则对于本条款和条件和任一采购订单的解释、履行及执行均受香港法律管辖，不适用任何其他适用的冲突法规定。明确排除《联合国国际货物销售合同公约》的适用。由本合同产生的或与本合同有关的任何争议、纠纷或者索赔应提交香港国际仲裁中心（“HKIAC”），按照该仲裁中心当时有效的仲裁规则在香港进行排他的及最终的仲裁。仲裁庭应当由三（3）名仲裁员组成。斯飞乐选择一（1）名仲裁员，卖方选择一（1）名仲裁员。第三名仲裁员，依据情形，即首席仲裁员，由HKIAC主席或秘书长指定。仲裁程序应同时以中文和英文进行。仲裁裁决的结果是终局的并对双方都有效且任何有管辖权的法庭对该裁决均有执行力。争议双方应对仲裁成本及费用进行分配及支付。该分配及支付方式应由仲裁员决定。</p>
<p>44. Continuing Obligations. These Terms and Conditions will survive expiration, non-renewal or termination of the purchasing relationship between Spheros and Seller, until the protection period of the quality assurance, intellectual property rights and information confidentiality of the relevant products involved in the purchase order is terminated.</p>	<p>44. 持续责任。本条款和条件将在斯飞乐和卖方之间采购关系到期、不续约或终止后继续存在，直至采购订单所涉相关产品的质量保证、知识产权、信息保密等附随义务的权利保护期全部终止。</p>
<p>45. Language. These Terms and Conditions are written in the Chinese and English languages, each of which shall be considered an original. However, in the interest of certainty, the parties agree that the Chinese version shall prevail, govern and be controlling in the event of any inconsistency or discrepancy.</p>	<p>45. 语言。本条款和条件以中文和英文书就且两种语言版本均应被视为是原件。为确保合同内容具有确定性之目的，若存在两种语言版本相互矛盾或不一致处，以中文版本为准。</p>

46. Effectiveness. These Terms and Conditions come into force upon signature by duly authorized representatives of Both Parties and affixing of the official seals or contract seals hereto.	46. 生效。 本条款和条件经双方授权代表签字并加盖公司章或合同专用章后生效。
[End of Spheros General Terms and Conditions of Purchase]	[斯飞乐一般采购条款和条件正文结束]

[No text below; signing page follows]
[以下无正文，为签字页]

[Signing Page]

[签字页]

IN WITNESS whereof these Terms and Conditions have been executed on _____, 2024.
鉴此，本条款和条件于 2024 年__月__日签署，以昭信守。

[Spheros company name]

[斯飞乐公司名称

(公章) /(company seal)

签字/By:

[supplier's company name]

] [供应商中文公司名称]

(公章) /(company seal)

签字/By:

姓名/Name: _____

姓名/Name _____

职务/Title: _____

职务/Title: _____

日期/Date: _____

日期/Date: _____