

**General Terms and Conditions of Purchase  
of  
AT&S (China) Company Ltd.  
奥特斯（中国）有限公司  
一般采购条款与条件**

**1. Applicability of the Terms and Conditions of Purchase**  
**采购条款与条件的适用性**

- 1.1. Unless otherwise agreed in writing, only the general terms and conditions of purchase (the “Conditions”) set forth below, which have been made known to the other party to the contract (the “Supplier”), shall apply to purchases by AT&S (China) Company Ltd. (“AT&S”). Insofar as the present Conditions lack applicable provisions, the laws of People Republic of China shall apply exclusively. The present Conditions form an integral part of every contract concluded with AT&S and apply to all future contractual relationships with, as well as additional services rendered by the Supplier, and as such constitute a framework agreement for all future legal transactions between AT&S and the Supplier (collectively the “Parties”).

除另有书面协定外，只有下述所列已由合同另一方（“供应商”）知悉的一般采购条款与条件（“本条款”）适用于奥特斯（中国）有限公司（“奥特斯”）的采购。在现行条款缺少适用规定的范围内，则排他地适用中华人民共和国的法律。本现行条款为奥特斯缔结的任何合同的有机组成部分，并适用于所有与供应商之间的未来合约关系以及供应商提供的各项附加服务，并因此而构成奥特斯和供应商（合称“双方”）之间达成的所有未来合法交易的框架协议。

- 1.2. General Terms and Conditions of the Supplier shall not become a constituent part of the contract, even if AT&S does not expressly reject them. Any general terms and conditions whatsoever, including but not limited to, general conditions of sale, conflicting, partially or entirely, with the present Conditions, shall be ineffective and hereby REJECTED in their entirety. If the Supplier accepts an order, makes an offer or signs a contract with AT&S, or proceeds in any other way with the transaction proposed, the Supplier shall be deemed to agree to the Conditions and waive applications of its own general terms and conditions, especially any defensive clauses. Acceptance of an offer, whether expressed, or by action indicating intent to supply goods ordered is limited to the Conditions herein, without amendment.

供应商的一般条款与条件不构成合同的一部分，即便奥特斯没有明确拒绝该等供应商的条款与条件。与现行条款不管是整体还是部分相抵触的任何条款和条件，包括但不限于一般销售条件应全部无效且特此被拒绝。如果供应商接受订单，提供报价或与奥特斯签订合同,或以任何其他方式进行了拟议的交易，那么供应商应被视作同意本条款且放弃适用其自己的一般条款和条件，特别是任何防御性条款。对于要约的承诺，无论是明示的或者是通过行动来表明提供货物的意思表示，均受制于本条款中所述之条款和条件且不得修改。

- 1.3. If AT&S accepts the goods/services without expressly rejecting the conditions as specified in clause 1.2, it shall in no case be possible to conclude that AT&S would have accepted the general terms and conditions of the Supplier.

如奥特斯在没有明确表示拒绝第1.2款规定的情况下，接受相关的货物/服务，则不论在何种情形下，均不可能得出如下结论，即：奥特斯已接受该等供应商的一般条款与条件。

- 1.4. All subsequent action shall be pursuant to the Conditions and any additional or different terms, including but not limited to the supplementary agreements or amendments to the Conditions, are hereby objected to and shall not be binding upon the Parties, unless agreed to in writing by AT&S.

所有的后续行动应依据本条款，并且任何附加的或不一致的条款，包括但不限于补充协议或本条款的修正案将被特此拒绝且对双方不具有约束力，除非经由奥特斯书面同意。

**2. Purchase Order, Offer, Order, Order Confirmation**  
**订货单、报价、订单、订单确认**

- 2.1. Each purchase order placed by AT&S requires an individual procedure. Linking a purchase order legally with other orders placed to the Supplier shall only be possible if this has been agreed in advance in a written framework agreement.

奥特斯发出的每份订货单都需要一个相应的单独程序。只有当在一份书面框架协议中事先约定了一份订货单，则该订货单才可与发给供应商的其他订单合法相关联。

- 2.2. Offers shall be non-binding and free of charge for AT&S. When submitting its offer, the Supplier shall adhere to the quantity, quality and specifications stipulated in the enquiry or invitation to tender of AT&S and, in case of a deviation it shall immediately notify AT&S thereof. The Supplier shall be bound to its offer for three months after receipt of the offer.

任何报价都不对奥特斯产生任何约束力，也不得因此而向奥特斯收取任何费用。当提交报价时，供应商应遵守奥特斯询盘或招标书中规定的数量、质量和规格。如有偏离，供应商应立即通知奥特斯该等偏离。供应商应在收到报价回执后的三个月内遵守其报价。

- 2.3. Only orders placed in writing shall be binding upon AT&S. Oral orders and orders placed via telephone or e-mail may only be executed by the Supplier if this has been expressly agreed with AT&S in advance in each individual case. Orders shall be confirmed by the Supplier in writing within three working days of receipt of the order, bindingly stating the delivery period demanded by AT&S in its order. If the Supplier does not confirm the order within three working days from receipt, AT&S shall be entitled to cancel the order. AT&S shall be entitled to demand modifications of the subject-matter of the order, even after the contract has been concluded, in as much as this is appropriate and acceptable for the Supplier. If an amendment to the contract of such a nature is made, appropriate account shall be taken of the effects on both parties, in particular with regard to additional or reduced costs and delivery dates.

只有以书面形式发出的订单才对奥特斯具有法律约束力。未经奥特斯提前明确对每份订单作出同意外，供应商不得执行任何通过电话下发的口头订单和通过电子邮件发出的订单。供应商应在收到订单后的3个工作日内以书面形式确认该等订单，并声明遵守该订单中奥特斯所要求的交货期规定。如果供应商未自收到订单之日起3个工作日内确认该订单的，奥特斯有权取消该等订单。即便是在合同已订立后，奥特斯也有权要求对订单的标的物进行修改，只要该等修改适当并且为供应商所接受。如对合同做出此类性质的修改，则应考虑双方所付出的努力，特别是在附加的或减少的成本以及交货期方面所付出的努力。

- 2.4. Order numbers, reference numbers and the date of letters from AT&S shall be stated in all correspondence.

应在所有往来通信中列出奥特斯的订单编号、参考编号和发函日期。

### 3. Prices, Payment, Invoice

#### 价格、付款、发票

- 3.1. The prices shall be determined on the basis of a comprehensible calculation. On demand, the calculation documentation shall be provided to AT&S for the purpose of verifying adequacy of the prices.

应在可理解的基础上确定相关价格。经奥特斯要求，供应商应向奥特斯提供相关计算证明文件，以便验证相关价格的正确性。

- 3.2. The prices stated in the order or the offer shall be deemed maximum prices. Price reductions due to changes on the procurement market of the Supplier shall be passed on to AT&S to the full extent. The Supplier shall be obliged to notify AT&S of any such changes without delay.

订单或报价中的价格应被视为最高价格。由于供应商采购市场的变化导致的价格降低应在最大范围内传递给奥特斯。供应商应毫不延迟地通知奥特斯任何此类变化。

- 3.3. Customs duties, taxes, legal fees and transportation costs, expenses for packaging, insurance or other costs which are not stated in the offer and in the order shall be borne by the Supplier. All prices are net prices inclusive of taxes and shall, unless otherwise agreed, be deemed prices in CNY, and DDP at place of assembly and/or use and/or delivery (Incoterms 2020), unless a different Incoterm is agreed upon in writing in an individual case.

供应商应承担报价和订单中未提及的关税、税款、法律费、运输费、包装费、保险费或其它费用。所有价格均为含税净价，除非另有规定，否则，应被视为以人民币计价的价格，且应为至组装地和/或使用地和/或

交货地的完税后交货价（国际贸易术语解释通则2020），除非双方在个案基础上以书面形式达成另一不同的国际贸易术语解释通则。

- 3.4. The Supplier undertakes to use exclusively environmentally sound packaging materials and keep the costs that may arise for AT&S in connection with the disposal of such materials as low as possible.  
供应商承诺仅使用环保包装材料并且保持可能会导致奥特斯处理该等材料的成本增加的费用尽可能低。
- 3.5. No remuneration or reimbursement (of expenses) for visits by representatives of the Supplier to AT&S shall be granted by AT&S. All product presentations, test operations and test runs – even before the contract is signed – shall be free of charge for AT&S.  
奥特斯并不承担供应商代表的出差费用或相关报销费用。不应向奥特斯收取任何与产品展示、试验操作和试运营相关的任何费用，即便该费用是在签署合同前产生的。
- 3.6. Invoices not properly submitted shall not be accepted, shall not effectuate a date when payment becomes due and shall not be deemed received by AT&S until the date such invoices are corrected. The statutory accounting provisions applicable from time to time shall be observed without exception. The Supplier shall be liable for any additional or consequential costs arising due to incorrect or incomplete invoicing. Clause 2.4. shall apply mutatis mutandis.  
奥特斯不接受未正确开具的发票，并且原定付款到期日也不应生效。在收到正确发票之前，不应视为奥特斯已收到发票。供应商应完全遵守随时适用的强制性会计规定。供应商应负责由于不正确或不完整发票开具所招致的任何附加或间接成本。第2.4款规定在加以必要的修改后亦适用。
- 3.7. AT&S shall settle invoices within 30 days of complete and faultless fulfillment of the order and receipt of invoice less a 3% cash discount or within 60 days of receipt of invoice without deduction. If a discount is expressed as a certain percentage, it shall be applied to the quantity actually delivered as well as to amended or renegotiated prices and additional services as specified in clause 2.3. Payment periods commence not earlier than on the date on which the goods arrive in the premises of AT&S or at the agreed destination.  
奥特斯应在供应商完整且正确履行订单后或者收到发票后之较晚者的30日内结清所有发票金额，并享有3%的现金折扣，或者在收到发票后的60日内付款，则不享有任何折扣。如折扣明确为某一百分比的，则该等折扣应适用于实际交付的数量以及第2.3条规定的经过修改或再协商的价格和附加服务。付款期限自不早于货物到达奥特斯工厂或约定的任何目的地的日期开始算起。

Invoice should be sent to following address:

AT&S (China) Company Ltd.  
Finance Department  
No.5000, Jin Du Road, Xin Zhuang Industry Park, Minhang District  
Shanghai 201108, PR of China

发票应该送到下述地址：

奥特斯（中国）有限公司  
财务部  
金都路5000号，莘庄工业园区，闵行区  
上海 201108  
中国

- 3.8. The mere acceptance (oral or in writing) of goods or services, or payments effected shall neither constitute an acceptance nor a waiver of rights of whatever kind. If the delivery is not fulfilled by the Supplier according to the contract, AT&S shall be entitled to retention of the total purchase price until performance in accordance with the contract.  
仅仅对货物或服务的验收（口头的或书面的）或有效付款并不表示接受或放弃任何权利。如供应商未依据合同规定交货，则奥特斯有权扣留其采购货款直到供应商根据合同规定履行其义务为止。

#### 4. Shipment and Packaging

## 发货和包装

AT&S shall be informed of every shipment immediately after it has been dispatched by means of a dispatch note which shall be broken down precisely into type, quantity and weight. Dispatch notes, consignment notes, invoices and all other correspondence shall contain the AT&S order number. AT&S shall only be obliged to accept the quantities or numbers ordered. Over shipments or under shipments shall only be possible if agreed with AT&S in advance. Insofar as certificates on tests of materials have been agreed upon, they shall form an essential part of the delivery and shall be enclosed with the delivery together with the delivery documentation.

供应商应以发运单的方式在派发每批货物之后立即通知奥特斯。该发运单应包含类型、数量和重量等。发运单、托运货单、发票和所有其他函件应包含奥特斯订单编号。奥特斯只有义务接受已订购的货物数量。未经奥特斯事先同意，不允许任何超配额发货或出货不足。任何材料试验证书一经同意，则构成交货的一个基本组成部分，并应同其他交货证明文件一起与本次交货随附寄出。

## 5. Delivery, Passing of Risk, Delay in Delivery, Place of Performance, Force Majeure

### 交货、风险转移、延迟交货、履行地点、不可抗力

- 5.1. AT&S retains the right to return to the Supplier products delivered before the agreed date at the cost and risk of the Supplier. If goods are not returned in case of an early delivery, they shall be stored with AT&S at the cost and risk of the Supplier until the delivery date. In case of such early delivery, AT&S reserves the right not to effect any payment until the agreed due date. AT&S will not accept partial deliveries unless specifically and expressly agreed in writing upon by AT&S in advance.

奥特斯保留在协议日期之前返还给供应商交付之产品的权利，其成本和风险由供应商承担。在提前发货的情况下，如未退还货物，则应存储在奥特斯处，相应的成本和风险直至发货日期前由供应商承担。在提前交货的情形下，奥特斯保留在所协议的付款到期日前不支付任何款项的权利。未经奥特斯特别明确的书面同意，奥特斯并不接受任何部分交货。

- 5.2. A delivery note shall be enclosed with each delivery, which shall contain the complete description and quantity delivered of each delivery item and the AT&S order number in accordance with the order. Acceptance of goods will be refused without exception if goods are delivered without an appropriate delivery note.

每次交货时，应随附一个发货单，其中应包括对每次发货项目的完整描述和所交付的数量以及与该订单相对应的奥特斯订单编号。在没有正确发货单的前提下交货，奥特斯有权拒绝接受该批货物。

- 5.3. The agreed delivery dates shall be binding. Receipt of the goods at the point of receipt or use specified by AT&S and timely and effective acceptance shall be relevant to compliance with the delivery date or delivery period. Delivery periods shall commence on the date of the order.

双方约定的交货日期应具有约束力。双方应按照规定的交货日期或交货期限在奥特斯规定的接收点或使用点接收货物并对货物进行及时而有效的验收。交货期限应自订单日期开始计算。

- 5.4. Upon knowledge of the Supplier that an agreed date cannot be met for whatever reason, the Supplier shall immediately inform AT&S thereof in writing and state the reasons and the probable duration of the delay. The Supplier shall be obliged to reimburse AT&S for all direct and indirect losses caused by the delay. Acceptance of the delayed delivery by AT&S shall not imply a waiver of claims for compensation, if any, on grounds of the delayed delivery.

当供应商知晓因某种原因而不能满足所协议的日期时，供应商应立即以书面形式通知奥特斯，并说明理由和可能的延误期限。供应商应偿还奥特斯由于该等延误而招致的所有直接和间接损失。奥特斯接受延误交货并不表示放弃由于延迟交货而导致的任何赔偿要求权。

- 5.5. If the agreed delivery date is not met, AT&S shall, after a reasonable grace period granted by AT&S has fruitlessly expired, be entitled to either demand damages for non-performance or to obtain substitute performance from a third party or to rescind the contract.

如未满足所协议的交付日期，并且在奥特斯授予的合理宽限期无果而终后，奥特斯有权要求供应商赔偿未履行义务的损失或从第三方获得替代性履行，或者是解除合同。

- 5.6. The Supplier shall be obliged to inform itself sufficiently about all customs and other import regulations of the country for which the goods ordered by AT&S are intended and to comply with the same by taking appropriate measures.



供应商应自行了解奥特斯所订货物目的国的所有海关和其他进口规定，并应采取相关措施遵守规定。

- 5.7. Unless otherwise expressly agreed upon, the place of performance of delivery obligations shall be the delivery address stated in the order by AT&S. If no delivery address is stated, the Supplier shall be obliged to ask for the delivery address by contacting the order address.

除非另有明确协定，否则，交货义务履行地应为奥特斯所下订单当中规定的交货地址。如未规定任何交货地址，供应商应通过联系订单地址的方式询问交货地址。

- 5.8. Force majeure and labour disputes shall release the Parties from their obligations for the duration of the disruption and to the extent of its effect. The Parties shall be obliged, within the scope of reasonable behaviour, to immediately provide all necessary information and to adjust their obligations to the changed circumstances in good faith. AT&S shall be fully or partially released from its obligation to accept the goods/services ordered and shall even be entitled to rescind the contract if the goods/services can –taking account of commercial aspects – no longer be used by AT&S due to the delay caused by force majeure or the labour dispute.

如发生不可抗力事件和劳动争议，则应免除双方在中断期间和影响程度内应承担的义务。双方应在合理行为范围内立即提供所有必要的信息，并应善意地根据变更的情形调整其各自义务。奥特斯可以全部或部分地免除其接受所订货物/服务的义务，并且甚至有权解除合同如考虑到商业因素，由于该等不可抗力或劳动争议而使得奥特斯无法再使用该等货物/服务。

## 6. Acceptance

### 验收

- 6.1. If the products or services have been supplied in a condition in accordance with the contract and free from defects or if any defects found have been repaired, the products or services shall be accepted by AT&S. If a test operation has been provided for, acceptance shall take place after specification parameters have been reached and maintained during the entire test period agreed.

如已根据合同之规定供应产品或提供服务，并且该等产品或服务无任何缺陷或即使有缺陷，但已对其进行了修补，则该等产品或服务应被奥特斯所接受。如供应商已提供测试运行，奥特斯则应在规格参数于所协议的整个试验期限内达到并维持后才接受相关的产品和服务。

- 6.2. In principle, acceptance shall be effective upon signing of the AT&S acceptance report. An order constitutes an overall performance, defects in parts of it shall entitle AT&S to refuse acceptance of the entire order. Unless used goods are expressly requested in the order, the Supplier represents and warrants that only brand-new products will be supplied to AT&S.

原则上，验收应在双方签署完奥特斯验收报告之日起生效。订单构成完全的履行行为，如发生任何缺陷，奥特斯有权拒绝接受整个订单。除非在订单中明确要求使用二手货物，否则，供应商应陈述并保证只向奥特斯供应全新的产品。

- 6.3. The Supplier shall bear the risk of his services until complete acceptance by AT&S as stipulated in clause 6.2.

供应商应承担起所供服务的风险，直到全部验收由奥特斯根据第6.2条规定完成为止。

## 7. Contractual Penalty

### 合同违约金

AT&S shall be entitled, regardless of any fault of the Supplier and regardless of any evidence of an actual loss, to charge the Supplier a contractual penalty of 0.5% of the total order sum for each commenced calendar day of the delay up to a maximum of 15% of the total order sum. The contractual penalty shall be based on the order value of the lot/part that was delivered late, provided that the timely delivered lot/part may be used separately in a commercially reasonable way and is of practical use, which shall be proven by the Supplier. AT&S shall, in particular, be entitled to deduct the accrued contractual penalty from the invoice amount without separate agreement or prior notification of the Supplier. AT&S reserves the right to claim the contractual penalty in lieu of performance or to claim damages in addition to the contractual penalty. In case of a delay in delivery affecting the order in whole or in part AT&S shall be entitled to rescind the contract, or parts of it, after having granted a reasonable grace period. In case expressly fixed dates are not observed the Parties agree on a contractual penalty of 15% of the total order sum, regardless of any fault of the Supplier and regardless of any evidence of an actual loss. AT&S reserves

the right to assert additional claims for damages. Such contractual penalties shall not be subject to a judicial right of reduction.

无论是供应商的任何过失和无论是否有任何实际损失的证据，奥特斯有权向供应商按照每延误一日收取订单总额的0.5%作为合同违约金，最高违约金金额为订单总额的15%。合同违约金应根据延迟交货批次/部分的订单价值收取，但前提是供应商能够证明及时交付的批次/部分在商业上能以一种合理的方式单独使用，并且具有实际使用价值。需特别指出的是：奥特斯不需要另行与供应商达成协议或事先通知供应商，即有权从发票金额中扣除计提的合同违约金。奥特斯保留要求供应商支付违约金来代替履行其义务或者要求供应商支付除合同违约金外的损害赔偿的权利。再已给予了合理的宽限期后，如供应商延迟交货已整体或部分地影响订单，则奥特斯有权解除全部的合同或部分。如未遵守明确约定的日期，则双方同意合同违约金为订单总额的15%作，无论是供应商的任何过失和无论是否有任何实际损失的证据。奥特斯保留主张附加损害赔偿的权利。该等合同违约金不受任何法定扣减权约束。

## 8. Warranty, Guarantee, Damages, Product Liability 保证、担保、损害赔偿、产品责任

8.1. The Supplier shall be liable, in accordance with the statutory provisions, for deficiency of title and in quality. The Supplier warrants the careful and proper performance of the contract, including, but not limited to, compliance with the specifications and other provisions on performance laid down by AT&S in accordance with the latest state of the scientific and technical knowledge, as well as quality and usefulness of the delivery with regard to material, workmanship and design and of the documents which form part of the delivery (drawings, plans, etc.). The warranty period is 24 months for movables and 60 months for immovables from the day after the AT&S acceptance report as stated in clause 6.2. was signed or complete delivery of the goods to AT&S. The warranty period can be extended by written agreement between the parties. Should a product or a batch of products be replaced or repaired, the warranty term for such product or batch of products shall start to run again from the delivery date of the replaced and/or repaired product or batch of products. A warranty period for delivery items in which it was not possible to operate due to defects covered by warranty shall be extended by the period of business interruption. The Supplier shall be obliged to remedy all defects occurring during the contractually agreed period at its own risk and expense, corrective actions (such as, for instance, repairs, changes and/or replacements) in order to promptly make products in accordance with the technical specifications as well as to eliminate all discovered defects and/or errors. AT&S shall at all times be entitled to take corrective measures or to have such measures taken by a third party at the expense of the other party to the contract without setting an additional period time. Such procedure shall not affect AT&S's rights in connection with deficiency of delivered products. It shall be assumed, until the contrary is proved, that the Supplier shall be liable for defects, which exist at the time of delivery provided that the defect becomes apparent within two years of delivery.

根据相关的强制性规定，供应商应对产权缺失和质量瑕疵负有责任。供应商保证谨慎而正确地履行本合同，包括但不限于：遵守奥特斯根据最新的科技动态以及交付的材料、工艺、设计和同时交付的文件（图纸、计划，等等）的质量和和使用性制定的规范和其它履约规定。动产和不动产的保证期分别为自第6.2款规定的奥特斯验收报告签署后或向奥特斯完全交付货物后开始的算起的24个月和60个月。双方可以签署书面协议来延长保证期。如替换或修补某件/某批产品，则该件/批产品的保证期应从被替换和/或修补的该件/批产品的交货日期开始算起。对于交付项目的保证期而言，如因保证范围内的任何缺陷导致该等交付项目无法运营，则应按照业务中断的期限来相应延长保证期。供应商应负责补救所有在合同规定期限内所发生的所有缺陷，并应承担其中的风险和费用，并且应采取相应的改进措施（例如：维修、更改和/或替换）从而使产品符合技术规范的要求以及消除所有发现的缺陷和/或错误。奥特斯随时有权亲自或雇用第三方采取改进措施，所发生的费用由合同另一方承担，并且不设定任何附加期限。该程序不应影响奥特斯与所交付的产品之缺陷或不足相关的权利。若在交货后两年内发现缺陷（该缺陷在交付时已经存在，但当时并未发现），除非供应商另有证据证明该缺陷与其无关，否则其应对该缺陷负有责任。

8.2. The Supplier fully and truly guarantees, on its own behalf and on behalf of its subcontractors and its own suppliers, that all delivered products are in conformity with the order or call-forward notice, complete and free from defects and, in particular, comply with the properties of deliveries and/or services that are usually expected and may have been promised, are mentioned in public statements and are in conformity with samples and specimens and the technical specifications required by AT&S for the entire warranty period as specified in clause 8.1. In addition the delivered products have to comply with the state of technical knowledge as well as any and all relevant international and respective national quality, environmental, safety and product standards, as amended from time to time; the delivered products shall also comply with all customary generally applicable technical standards (e.g. CENELEC,

EN, ETSI, ISO, IATF, ITU, Ö-Normen, DIN, VDE, UL, ICAO) and all legislation and governmental regulations applicable to the place of destination. Other rights of AT&S, in particular claims on grounds of warranty or damages, shall remain unaffected.

Supplier warrants and is responsible for the compliance with the terms and conditions of this agreement of its affiliates, subcontractors or agents directly or indirectly selling or otherwise supplying deliverables to AT&S or any of its affiliates. In particular, but not limited to, the Supplier shall pass down all applicable statutory and regulatory requirements and special product and process characteristics to their suppliers and require their suppliers to cascade all applicable requirements down the supply chain to the point of manufacture.

供应商代表自身及其分包商和其供应商完全而忠实地保证：所有交付的产品符合订单或电话通知，完整而无任何缺陷，并且符合交付产品和/或服务的正常预期和承诺的，以及在公告中提及的本来属性，而且符合所提供的样品以及样本和奥特斯规定的技术规范，适用于奥特斯就8.1款规定的整个保证期。所交付的产品除了要符合技术知识规定以及所有有关的国际和相关国家的质量、环境、安全和产品规范外，所交付的产品还要符合所有的适用于技术标准的惯例（例如：欧洲电工标准化委员会, 欧洲标准, 欧洲电信标准协会, 国际标准化组织, 国际电报联盟, 奥地利经济协会标准, 德国标准协会, 德国电气电子和信息技术工程师协会, 美国保险商实验室, 国际民用航空组织）以及目的地的立法和政府法规。奥特斯的其它权利，特别是根据保证或损害提出的索赔权，不受影响。

供应商承诺并负责约束其下属子公司、其下级供应商及其代理，保证如有直接或间接销售或以任何方式向奥特斯或其任何子公司供货的，必须遵守本合同中的条款和条件的内容。尤其包括但不限于，供应商必须将所有使用的法律法规要求、产品特殊性和流程特点等传达给其下级供应商，并保证其下级供应商也沿供应链向下做相应传达，直至各生产方。

- 8.3. AT&S shall not be obliged to inspect the products and notify defects. Written assertion of claims in relation to defects shall suspend the warranty period and interrupt periods of payment until the defects have been entirely repaired.

奥特斯没有义务检查产品以及通知所存在的缺陷。与产品缺陷相关的书面索赔主张应暂停保证期，而且亦应中断付款期，直到完全维修好该等缺陷。

- 8.4. AT&S shall be entitled in any case to cancel the contract in whole or in part even in case of defects that can be repaired, after having granted a grace period of 14 days for remedying the defects and fruitless expiration of the same. Costs and expenses to be borne by the Supplier in connection with repair of defects shall also include costs for packaging, freight and delivery, labour costs for assembly and disassembly, travelling expenses and repair of defects at AT&S's.

当奥特斯授予供应商14天的宽限期来维修缺陷却无到期果而终时，即便可以维修好所发生的缺陷的情况下，奥特斯无论如何都有权取消全部或部分的合同。供应商应承担的与缺陷维修相关的成本和费用亦包括包装成本、运费和交货费用、组装和拆卸所需的人工费、差旅费和奥特斯维修缺陷的费用。

- 8.5. Notwithstanding the aforesaid, the Supplier shall pay damages in the amount of the actual loss incurred by AT&S, including lost profit. In case a third party, such as a customer of AT&S, claims damages vis-à-vis AT&S on grounds of defective or delayed delivery, the Supplier shall be obliged to indemnify and hold AT&S harmless in this respect for the total loss, provided that such defective delivery of the Supplier caused the loss even in case of a combination of several causes of damage. AT&S shall be indemnified and held harmless from and against the total loss, which shall include all costs incurred by AT&S in or out of court to ascertain the loss, defend the loss and claim damages.

尽管有如上规定，供应商应按照奥特斯遭受的实际损失金额支付赔偿金，包括利润损失。如第三方，例如：奥特斯的客户，基于缺陷或延迟交货而向奥特斯提出索赔，那么供应商应负责使奥特斯免于并赔偿奥特斯因此而遭受的所有损失，但前提是供应商的该等缺陷交付招致该损失（即便该损失是在多种原因的共同作用下出现的）。供应商应负责使奥特斯免于并赔偿奥特斯遭受的所有损失，包括奥特斯在法院内外因为主张和辩护该等损失以及提出索赔而招致的一切成本。

- 8.6. The Supplier represents and warrants on its own and its legal successors' behalf that the delivered goods are free from defects in as much as design, workmanship and instructions are concerned. In particular, the Supplier guarantees that no defects whatsoever were detected in the product according to the state of the art at the time the product was put into the market. In case defects turn out after acceptance of the products and/or in case it becomes clear that the products no longer comply with the state of the art, the Supplier shall take back such defective products and refund the full purchase price. The Supplier undertakes and shall oblige its legal successors to monitor the product on the market. The Supplier shall inform AT&S without delay if it turns out at a later point in time that certain properties of the product are hazardous. If a claim is asserted against AT&S, the Supplier undertakes to indemnify and hold



AT&S harmless from and against any claim or loss. Furthermore, the Supplier undertakes to name the manufacturer or importer if requested by AT&S to do so at any time. In addition, the Supplier shall be obliged to take out appropriate product liability and public liability insurance. A confirmation from the insurance company shall be submitted.

供应商代表自身及其法律继承人陈述并保证：所交付的货物在相关的设计、工艺和说明方面无任何缺陷。特别是，供应商保证：根据产品投放到市场时的工艺水平并未检测到任何性质的缺陷。如在产品验收后出现缺陷和/或产品明显不再符合其工艺水平，则供应商应收回该等缺陷产品并退还全额购买款。供应商承诺并应促使其法律继承人监督市场上的产品。供应商应及时通知奥特斯任何在产品交付之后的时间所发现的某些有害产品属性。如奥特斯遭受任何索赔，则供应商承诺使奥特斯免于并赔偿奥特斯所遭受的索赔和损失。而且，供应商承诺：经奥特斯随时要求，供应商应指出奥特斯指定的生产商或进口商。另外，供应商应投保相应的产品责任和公共责任险，并应提交给奥特斯一份来自所投保保险公司出具的确认书。

- 8.7 The Supplier shall compensate AT&S and their respective officers, employees, agents and subcontractors, for any and all liability, claim, loss, cost and expense of any kind or character, as well as reasonable attorney's fees and court costs (collectively, "Loss") suffered or incurred by AT&S, and their respective officers, employees, agents and subcontractors, arising out of, or resulting from i) the negligence, wrongful acts or omissions or willful misconduct of the Supplier, its employees, agents or subcontractors; ii) The Supplier's breach of the terms of this Conditions; iii) actual or alleged infringement of any patent, trademark, copyright or other intellectual property right or proprietary right of third parties; iv) any injury or death of persons or injury to property arising from or caused by the Supplier or its employee; or v) the Supplier's or its subcontractor's non-payment to its employees, agents, or suppliers.

供应商应就奥特斯及其各自的职员、雇员、代理和分包商的遭受或产生的所有责任、索赔、损失、诉讼、成本和各种类或性质的费用，包括但不限于财产和伤亡的赔偿以及合理的律师费和法庭审理费用(合称“损失”)进行赔偿，由于 (i) 供应商、其雇员、代理或分包商的过失、不当行为或遗漏、或者恶意不当行为；

(ii) 供应商违反本条款； (iii) 实际或被主张侵犯第三方的专利权、商标权、版权或其他知识产权或专有权利； (iv) 供应商或其雇员引起或导致的人员伤亡或财产损害；或者 (vii) 供应商或其分包商未向其雇员、代理人或供应商支付款项。

## 9. Quality assurance

### 质量保证

- 9.1. Unless otherwise agreed in writing, the Supplier shall comply with all relevant and applicable quality standards as amended from time to time and at least with ISO 9001:2015. For the purpose of quality assurance, the Supplier undertakes to systematically plan, determine, conduct and supervise measures ensuring a maximum degree of quality.

除非另有书面规定，否则，供应商应遵守不时修订的所有相关和适用的质量标准，作为最低标准，至少应遵守ISO 9001: 2015体系标准的规定。为保证质量之目的，供应商承诺系统地规划，决定，执行并监督相关的措施，以确保最高的质量标准。

- 9.2. AT&S may regularly conduct system and/or manufacturing process audits and such other audits as reasonably deemed appropriate by AT&S, in order to allow AT&S to verify Supplier's compliance with its obligations under this agreement. Such audits might be carried out remotely or at Supplier's premises, at AT&S' sole discretion, after AT&S provided notice to that effect to Supplier. The audit can include, for example but not limited to, the applicable areas of facilities and the applicable documented information, at any level of the supply chain. In case of imminent danger or in case of an urgent business need, AT&S is not required to provide any advance notice to Supplier before conducting an audit. AT&S may, without limitation, call in competent authorities, governmental bodies, AT&S' customers, consultants and advisors for an audit. In case an audit reveals any non-compliance, Supplier shall compensate AT&S for all reasonable costs incurred for a required subsequent re-audit.

AT&S may provide to Supplier improvement actions for any deficiencies identified. Supplier shall respond to such instructions provided and implement those improvement actions on its own costs within the timeframe reasonably defined by AT&S.

奥特斯为了确认供应商妥善履行了本合同项下的义务，有权定期对系统和/或生产流程以及对其他奥特斯认为有必要的项目进行审计。根据奥特斯的判断，经奥特斯向供应商通知后，上述审计可能以远程或在供应商的场所实施的方式进行。审计可以包括（但不限于）如属于任何供应链层级的相关场所设备设施检查以



及相关文件信息审查。在为了排除危险以及紧急案件中，奥特斯可以在没有事先通知的情况下对供应商进行审查。奥特斯有权安排有权机构、政府机关、以及奥特斯的客户、咨询机构来参与审计。如果发现任何供应商不合规的情况，供应商需赔偿奥特斯为了安排再次审计而产生的全部合理费用。奥特斯有权针对已经发现的不足之处，向供应商提供任何改善提案。供应商应当对这些指示做出积极响应并自担费用在奥特斯规定的时间内实施改善计划。

- 9.3. Upon request and in due time before first delivery of the goods ordered, the Supplier shall submit to AT&S the results of examinations conducted by an expert appointed by a court or a third institutional party acknowledged widely in the relevant industry about the contractually agreed quality of the goods, in particular regarding properties listed in the order, as well as unconditional fitness for the designated purpose. If AT&S so requests, the Supplier shall have such examinations conducted by the said appointed expert at regular intervals, also during the term of the respective purchase order. The examination reports shall be submitted to AT&S without delay and independent of a request by AT&S. All costs related to such examinations shall be borne by the Supplier.

一经要求并且在首次交付所定货物前的某个适当时间，供应商应向奥特斯提交由法院或行业广泛公认的第三方机构任命的专家就所协议货物的质量，特别是订单所列各项属性，以及针对特定目的无条件适用性所执行的检验结果。如奥特斯如此要求，则供应商应上述任命的专家在各个订货单的期限内定期实施该等检验。无需奥特斯特别要求，供应商就应及时提交检验报告。供应商应承担与该等检验相关的所有费用。

- 9.4. In accordance and in compliance with the relevant legislation of the European Union, suppliers from a Member State of the European Union undertake to obtain a CE certificate in connection with their products.

根据并符合欧盟的相关法律，来自欧盟成员国的供应商承诺获得与其产品相关的CE证书。

## 10. REACH 欧盟法规1907/2006

### 化学品的注册、评估、授权和限制法规

- 10.1. According to the European Regulation 1907/2006 concerning the Registration, Evaluation, Authorisation and the Restriction of Chemicals (REACH), manufacturers within the European Union and importers who bring in products (substances, mixtures and articles) have a duty to register for each legal entity compulsorily registrable substances on their own, or in preparations that they produce and/or import in quantities over 1 tonne per year (per manufacturer/importer), unless the substance is exempt from registration.

AT&S Suppliers located in Non-European Union countries undertake to comply with the registration obligations and to deliver only products which have been pre-registered or registered at ECHA (European Chemicals Agency). In case the Supplier does not fulfil its information, registration and/or authorization obligations, AT&S is entitled at any time to cancel any orders placed immediately and has the right to refuse any deliveries without charges.

根据欧盟法规1907/2006 化学品的注册、评估、授权和限制法规(REACH)，欧盟境内的生产商或进口商如果每年（每个生产商或进口商）生产或者进口超过1 吨的化学品（单纯物质、混合物和物品），除了免于注册的物质外，该生产商或进口商有义务为其生产或进口的每种法规强制要求注册的物质进行注册或预注册。

位于非欧盟国家的奥特斯供应商保证遵守注册的义务，并且保证只交付已在ECHA（欧洲化学品管理局）预注册或注册的产品。如果供应商未履行其信息、注册和/或授权的义务，奥特斯可以在任何时候立即取消任何下发的订单并且有权拒绝支付任何的发货。

- 10.2. The identification of substance of very high concern (SVHC – substances of very high concern) is listed in the Candidate List, which is released and periodically updated by the European Chemicals Agency (ECHA). AT&S Suppliers are obliged to regularly check whether substances on the Candidate List are present within the products they produce, import and supply to AT&S. In case of identification of such substances in a weight proportion of more than 0,1%, AT&S Suppliers are obliged to immediately inform AT&S in writing on this.

The Candidate List can be found at [http://echa.europa.eu/chem\\_data/authorisation\\_process/candidate\\_list\\_table\\_en.asp](http://echa.europa.eu/chem_data/authorisation_process/candidate_list_table_en.asp). Substances of very high concern are going to be included gradually in Annex XIV of the REACH Regulation. Once included in that Annex, they cannot be placed on the market or used after a date to be set unless the company is granted an authorization. AT&S' Suppliers are required to take all measures and steps to get the contained substances authorized by ECHA. AT&S must promptly be informed of all activities related to REACH, as far as such information is relevant for the ability to supply and produce.

需要高度关注的物质会列入候选清单，由欧洲化学品管理局定期发布和更新。奥特斯供应商应该定期检查在候选清单中的物质是否存在于他们生产的，进口的并供应给奥特斯的产品之中。如果发现在候选名单中的物质占了产品总重量的0.1%，奥特斯供应商应该立即以书面形式通知奥特斯。候选名单可以在以下网址中找到：[http://echa.europa.eu/chem\\_data/authorisation\\_process/candidate\\_list\\_table\\_en.asp](http://echa.europa.eu/chem_data/authorisation_process/candidate_list_table_en.asp) 高度关注物质将逐步被纳入REACH 法规的附录XIV中（禁用物质清单）。一旦某种物质被列入该附录，除非供应商获得授权，否则该种物质将在设定时间点之后禁止上市销售或被使用。奥特斯的供应商应该采取必要方式和步骤去获取欧洲化学品管理局对相关禁用物质的授权。供应商进行的关于REACH 的各项活动必须知会奥特斯，只要这些信息关乎供应商的供货和生产能力。

## 11. Environmental Related Substances

### 环境相关的物质

In AT&S' Guideline for the Regulation of Environmental Related Substances" ("Guideline") banned and restricted substances are listed, which have to be observed by AT&S Suppliers. AT&S Suppliers are obliged to deliver to AT&S the "AT&S Certification of Environmental Related Substances" ("Certification"), declaring if prohibited and/or avoided substances are included in their products in such case also declaring the concentration.

The Guideline as well as the Certification can be found on AT&S' homepage at <http://www.ats.net> under menu item "Suppliers", subsection "Download Centre".

奥特斯供应商必须要遵守奥特斯环境相关物质规定指南（“指南”）中列明的被禁止和限制使用的物质。奥特斯供应商必须要发送“奥特斯环境相关物质证书”（“证书”）给奥特斯，说明是否有禁止/避免的物质包含在他们的产品中，如果有就要说明其浓度。指南和证书可以在奥特斯公司的网页上找到：<http://www.ats.net>。

## 12. RoHS Conformity

### 欧盟2002/95/EC 关于在电气电子设备中限制使用某些有害物质的指令(RoHS)

Supplier commits to meet the Directive 2011/65/EU and Directive (EU) 2015/863 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS Directive) as well as the "Administrative Measures on the Control of Pollution Caused by Electronic Information Products" (China RoHS).

The threshold limits of 0.1% for the substances Lead (Pb), Chromium VI (Cr 6+), Mercury (Hg), PBB, PBDE, DEHP, BBP, DBP and DIBP as well as the threshold limit of 0.01% for the substances Cadmium (Cd) must not be exceeded in materials and products purchased by AT&S.

If an above mentioned substance is contained in a product or material purchased by AT&S, supplier has to inform AT&S before delivery in written form.

供应商承诺符合欧盟2011/65/EU 及修订指令（EU）2015/863 关于在电气电子设备中限制使用某些有害物质的指令(RoHS)，同时也应符合《电子信息产品污染控制管理办法》（中国RoHS）。

在奥特斯购买的原材料和产品中，铅(Pb)、六价铬(Cr 6+)、汞 (Hg)、聚溴联苯(PBB)、聚溴二苯醚(PBDE)、邻苯二甲酸二辛酯(DEHP)、邻苯二甲酸丁苄酯(BBP)、邻苯二甲酸二丁酯 (DBP)、邻苯二甲酸二异丁酯 (DIBP) 不能超过0.1%的最低限制，镉(Cd)不能超过0.01%的最低限制。

如果奥特斯购买的产品或者原材料中包含上述物质，供应商必须在发货前以书面形式通知奥特斯。

## 13. Proprietary Rights

### 所有权

The Supplier guarantees that all deliveries are free from proprietary rights of third parties, in particular, that delivery and contractual use of the delivered products do not infringe patents, licenses or other proprietary rights of third parties. The Supplier shall, at its own cost, indemnify and hold AT&S harmless from and against any infringement claims (including legal costs) raised against AT&S by third parties. AT&S shall be entitled to obtain permission from authorized persons to use the delivery items and services concerned at the expense of the Supplier.

供应商保证所有交付产品/服务并无任何第三方的所有权，特别是，已交付产品的交付和合约性使用未侵犯任何第三方专利权、许可权或其它所有权。供应商应自费用使奥特斯免于并赔偿奥特斯因第三方向奥特斯提起的任何侵权索赔（包括法律费用）。奥特斯有权获得授权人员的许可而使用所交付的相关产品和服务，费用由供应商承担。

## 14. Ownership Structure

### 所有权结构

- 14.1. AT&S shall acquire unrestricted title to the subject-matter of delivery/delivery item upon delivery including acceptance. Subsequent changes and adaptations/improvements of the delivery items do not affect the transfer of title. The same shall apply to the documents supplied with the delivery by the Supplier. In addition, AT&S shall acquire an unrestricted right to use the software supplied. Through delivery the Supplier declares and warrants that it is fully authorized to dispose of the goods and, in particular, that the goods are not subject to an extended retention of title of a third party, unless the Supplier names this third party not later than at the time the contract is signed.  
在交货后包括验收，奥特斯应获得交付/交付项目标的的无限限制所有权。交付项目的后续更改和调适/改进不应影响所有权的转让。该等规定亦适应于供应商一同交付的文件。此外，奥特斯应获得所供软件的无限使用权。在交付过程中，供应商宣称并保证其具有完全的授权来处理这些货物，并且尤其是，这些货物并不受限于第三方的扩展留存权，除非供应商在不迟于签订合同时指定该第三方。
- 14.2. Means of production handed over to the Supplier by AT&S for the purpose of execution of the order, or financed by AT&S, such as parts, raw materials, drawings, sketches, tools, aids as well as supplied documents, samples, models, data, etc., shall remain or become the property of AT&S and shall not be made accessible by third parties nor used for other purposes or advertising purposes. They shall be marked as property of AT&S and stored and administered separately. The Supplier shall compensate AT&S for any depreciation in value or loss. If processing, modification or installation leads to inseparable mixing of AT&S's products with products of the Supplier or a third party, AT&S shall acquire sole ownership of the new item. The Supplier shall store such new items for AT&S free of charge.  
奥特斯为执行订单之目的而移交给供应商的各种生产资料，或者奥特斯资助的各种生产资料，例如：零部件、原材料、图纸、草图、工具、辅助工具以及所提供的文件、样品、模型、数据，等等应为或成为奥特斯的财产，不应被第三方获取或用于其它目的或广告目的。应将其标注为奥特斯财产并应单独存放和理。供应商应补偿奥特斯这些生产资料的价值折旧或损失。如果处理、修改或安装导致奥特斯产品与供应商或第三方的产品不可分的混合，那么，奥特斯应获得该等新项目的所有权。供应商应免费为奥特斯存放这些新项目。
- 14.3. Ownership of and copyright in AT&S documents which it has handed over to the Supplier shall remain with AT&S. The documents, including all copies in whatever form, shall immediately be handed over to AT&S upon request. AT&S documents shall only be used for the purposes stipulated in the contract. In case the Supplier infringes the provisions herein or in any other contract with AT&S, the Supplier shall be liable for the entire loss without any limitation, including moral prejudice.  
移交给供应商的奥特斯文件的所有权和版权应属于奥特斯。一经要求，应立即将这些文件（包括其任何形式的复件）移交给奥特斯。只能将奥特斯文件用于本合同规定的目的。如供应商破坏本合同或其他与奥特斯签订的合同之规定，则供应商应负责其中的所有损失，包括精神损害。

## 15. Laws, Regulations and Data Protection

### 法律法规和数据保护

- 15.1 Supplier shall comply with all laws applicable in connection with a purchase order including, without limiting the generality of the foregoing, all laws governing the manufacture, transportation, import, export, and/or sale of equipment and/or the performance of services in the course of a purchase order and Supplier's engagement with AT&S.

供应商应当遵守与采购订单有关、适用的法律法规，包括但不限于前述一般性原则，所有与订单和供应商与奥特斯之间的契约相关，用于规范生产、运输、进出口和/或销售设备和/或提供服务活动的法律法规。

Supplier shall ensure that its employees have the legal right to work in the country where they work and / or are providing services and there are no other legal restrictions preventing them from performing the services, if any. It is a requirement of any purchase order that the Supplier shall (i) be responsible for obtaining all approvals, authorizations, permits and licenses required, (ii) actively inform AT&S about any approvals, authorizations, permits and licenses required by AT&S or notifications to any governmental agency or authority to be provided by AT&S or by AT&S and Supplier in relation to the delivery of equipment and/or the performance of services to be provided by Supplier in the course of a purchase order, (iii) indemnify and hold AT&S harmless from any failure to comply with the requirements provided herein.

供应商应确保其员工在其工作和/或提供服务之国家有法定的工作权利且无其他法定限制阻止其提供服务。前述要求需要任何订单供应商1) 负责根据法律规定获得全部批准、授权、许可和证照；2) 主动告知奥特斯有关任何奥特斯需要取得的批准、授权、许可和证照或奥特斯需要向任何政府机关、机构履行的告知义



务或需要奥特斯和供应商共同履行的、履行采购订单交付设备和/或供应商提供服务过程中的告知义务；3  
）赔偿并保持奥特斯免受害于不能完成前述要求而遭受的损失。

- 15.2 The Supplier shall be obliged to maintain secrecy about the data of which it obtains knowledge and/or about the results and partial results achieved by it, regardless of the way knowledge of such data was obtained. The Supplier shall be obliged to protect such data from access by third parties and shall instruct its employees to maintain confidentiality accordingly.

不管供应商以何种方式获得了某些数据，都应对这些数据以及/或该数据实现的结果和部分结果保密。供应商应保护该等数据，避免第三方获取该数据，并应促使其员工保密。

- 15.3 Supplier agrees that it will process personal data within the meaning of the EU GDPR (EU General Data Protection Regulation) only for the agreed purpose and in accordance with the provisions of the EU GDPR, the applicable national laws on data protection, industry standards, regulatory documents and the instructions of AT&S. If the Supplier cannot comply with the legal requirements or with the instructions of AT&S for whatever reason, it will promptly inform AT&S and AT&S will be entitled to suspend the transfer of personal data and/or terminate the contract. Supplier further agrees that it will immediately notify AT&S about: (a) any legally binding request for disclosure of the personal data by a law enforcement authority (unless otherwise prohibited); (b) any accidental or unauthorized processing of personal data; (c) any personal data breach and provide to AT&S all relevant records, log files, data reporting and other materials required to comply with the applicable laws, regulation, industry standards or as otherwise required by AT&S and (d) any requests received from an individual to whom the personal data relates without responding to that request, unless it has been otherwise authorized to do so. Supplier will take appropriate technical and organizational security measures as are required by AT&S to protect the personal data.

供应商承诺，仅出于协议目的处理欧盟通用数据保护条例（EU GDPR）意义下的个人数据，并将遵守EU GDPR的规定、可适用的关于数据保护的相关国家法律、行业标准、规范性文件和AT&S的指示。如果供应商因任何原因未能遵守法律规定或奥特斯的指示，应立即通知奥特斯，奥特斯即有权停止传输个人数据和/或终止本协议。供应商进一步承诺，如有以下情形的，应立即通知奥特斯：

- 1). 有任何执法部门发出要求其披露个人数据的具有法律约束力的请求 (除非另有禁止)；
  - 2). 有任何意外的或未经授权处理个人数据的情况；
  - 3). 任何个人数据泄露，并向奥特斯提供遵守适用法律、法规、行业标准或奥特斯另有要求的所有相关记录、记录文件、数据报告和其他材料；
  - 4). 任何未对与个人数据有关的个人提出的请求作出回应的情形，除非另有授权；
- 供应商将采取奥特斯要求的适当的技术和有组织的安全措施来保护个人数据。

- 15.4 Where the export, re-export or transfer of Product is subject to an export license or other approvals by state authorities, the issuance of such license or approval shall be a condition precedent to any purchase. Supplier shall provide AT&S with a copy of any such license or approval upon receipt. In the event that such license or approval would be revoked, not renewed, invalidated, or otherwise not be effective for any reason, AT&S shall have the right to cancel the order.

产品的出口、再出口、转让须经出口许可或者国家主管部门批准的,任何采购之前应获得该类许可证或者批准。供应商在收到任何此类许可证或批准后应向 奥特斯 提供其复印件。如果这种许可或批准将被吊销,不再续签、无效,或因任何原因而无效,奥特斯有权取消订单。

- 15.5 AT&S is committed to a high standard of ethical conduct, social and environmental responsibility in accordance with the Responsible Business Alliance (RBA), the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights. AT&S believes that respecting the requirements of all our stakeholders is the key for sustainable business. Furthermore, AT&S expects the suppliers to fulfil the requirements of the RBA Code of Conduct in the latest version, or a comparable standard, respect the laws, rules, and regulations of the countries in which they operate. Suppliers have to take care, that this principles also apply to their sub suppliers.

根据责任商业联盟 (RBA)、《经合组织跨国企业准则》和《联合国商业和人权指导原则》，奥特斯致力于实现高标准的道德行为、社会和环境责任。奥特斯相信，尊重所有利益相关者的要求是可持续经营的关键。此外，奥特斯希望供应商在最新版本或类似标准中满足 RBA 行为准则的要求，遵守其所在国家的法律法规。供应商应注意，该原则亦适用于其下级供应商。

## 16. Miscellaneous Provisions

### 其它规定

#### 16.1. Applicable Specifications:

##### 适用规格

All applicable Specifications, as amended from time to time, are provided to Supplier by AT&S through the Online Platform designated by AT&S, in particular the AT&S Supplier Network.

所有的适用规格会不时变动，奥特斯会通过奥特斯指定的在线平台（特别是奥特斯供应商网络）向供应商提供这些适用规格。

#### 16.2. Construction and Specification Documents

##### 构成和规范文件

The Supplier shall not use, reproduce or make accessible to third parties documents made available by AT&S for manufacturing the ordered products for purposes outside the contract. Upon request, the Supplier shall submit to AT&S plans, design documents, technical calculations, etc. referring to the ordered product for approval and shall, after such documents have been approved, submit a copy to AT&S in as much as AT&S needs such documents for proper use or repair work. Upon request, the Supplier shall supply AT&S with records of the most essential spare parts. Approval of such plans, design drawings, technical calculations, etc. shall in no way affect the warranty obligations of the Supplier. Moulds, tools, artwork masters, etc. invoiced to AT&S shall become AT&S's property upon payment. They shall be stored and insured by the Supplier with no costs for AT&S and shall be handed over to AT&S upon request. Any and all construction documentation in connection with manufacturing of goods for special purposes of AT&S shall become the exclusive property of AT&S upon delivery and shall not be used by the Supplier for any other than AT&S's purposes.

供应商不得为本合同以外的目的而使用、复制或使第三方获取奥特斯为生产所订产品之目的而提供的文件。一经要求，供应商应向奥特斯提交相关的产品计划、设计文件、技术核算等进行审批，并且，如奥特斯为正确使用或维修之目的需要该等文件时，供应商应在审批此类文件后向奥特斯提交一份副本。一经要求，供应商应向奥特斯提供最必要备件的记录。这些计划、设计图纸、技术核算等的审批不能以任何方式影响供应商的保证义务。向奥特斯开具发票的模具、工具和底片母版等在付款后应变成奥特斯的财产，供应商应负责它们的保存和保险，费用由供应商承担，并在奥特斯要求时，负责将其移交给奥特斯。所有与为奥特斯特殊目的而进行的货物生产相关的构成文件在交付后应变成奥特斯的专有财产，供应商不得为除奥特斯目的之外的其它目的而使用这些文件。

#### 16.3. Confidentiality

##### 保密条款

The Supplier shall treat conclusion of a contract with AT&S as confidential and shall only make reference to business connections/relations with AT&S in advertising material and lists of references after receiving written consent from AT&S. The Parties undertake to treat all commercial or technical details which are not public knowledge and of which they become aware in course of the business relationship as a business secret. The Supplier shall impose the same obligation on its suppliers. The Supplier shall be liable for every loss, including moral prejudice, which AT&S suffers as a consequence of non-compliance with these provisions by the Supplier and shall pay a minimum contractual penalty of 50 % of the total order value or an amount agreed per event of non-compliance, whichever amount is higher. Such amount of contractual penalty is not limited to the 15% of the total relevant order sum according to Article 7.

供应商应对与奥特斯签署合同一事予以保密，而且只有在获得奥特斯书面同意后，才可以在广告材料和参考列表中提及与奥特斯的业务联系/关系。双方承诺将其在业务关系中获得的但非公众所知晓的所有商业或技术信息视为商业秘密。供应商应责成其供应商承担相同的义务。供应商应负责不遵守这些规定而给奥特斯带来的一切损失，包括精神损害，并应向奥特斯支付订单总价或每次违约事件所协议金额（以较高者为准）的50%作为最低违约金，该违约金不受不得超过该笔订单总额的15%的金额限制。

#### 16.4. Severability Clause 可分割条款

If any of the provisions of these General Terms and Conditions of Purchase is or becomes ineffective, invalid and/or unenforceable, the effectiveness, validity or enforceability of the remaining provisions of these General Terms and Conditions of Purchase shall not be affected.

如本采购一般条款和条件中得任何条款已失效或变得无效和/或不可执行，本采购一般条款和条件中的其它条款的有效性或可执行性不受影响。

## 16.5. Termination of Contract

### 合同终止

16.5.1. AT&S may rescind a contract entered into with the Supplier, in whole or in part, at any time. In such a case, the Supplier shall only be entitled to receive the remuneration attributable to services already rendered, including materials used or acquired. Claims of the Supplier going beyond the above shall be excluded.

奥特斯可随时全部或部分解除与供应商缔结的合同。在该等情形下，供应商仅有权获得已提供之服务（包括所用或取得的材料）的报酬，不包括超出上述规定的供应商之要求/索赔。

16.5.2. AT&S may terminate contracts with immediate effect for important reasons, such as, including, but not limited to, severe or repeated infringement of material contractual obligations by the Supplier, opening of insolvency proceedings over the Supplier's assets, dismissal of an application for opening of insolvency proceedings due to lack of cost-covering assets, implementation of reorganization proceedings or passing on of contractual duties to third parties without prior written approval by AT&S. In case AT&S rescinds the contract for such reasons or other important reasons attributable to the sphere of control of the Supplier, the Supplier shall, in case AT&S has rescinded the contract entirely, not be entitled to any payment whatsoever, and in case AT&S has rescinded the contract in part, only to payment as specified in clause 16.4.1. If the Supplier is at fault, it shall render full amends to AT&S. In case third parties assert claims against AT&S on these grounds, the Supplier shall indemnify and hold AT&S harmless. In case of a justified rescission of the contract by AT&S, the Supplier shall bear the costs for returning the goods. The risk of loss or damage shall pass to the Supplier the moment the products are dispatched to the Supplier by AT&S.

奥特斯可因重要原因而立即终止相关合同，例如，包括但不限于：供应商严重或重复地违反实质的合约义务、针对供应商资产进行的破产程序、解除由于资不抵债而进行的破产程序申请、实施重组程序或未经奥特斯事先书面批准而向第三方转让合约义务。如奥特斯为上述原因或其它可归于供应商控制范围内的其它重要原因而解除合同，则供应商在奥特斯解除全部合同的前提下无权获得任何付款，但在奥特斯解除部分合同的前提下，仅享有第16.4.1条规定的付款。如果是供应商的错误，则供应商应向奥特斯提供完整的修改。如第三方基于此类理由而向奥特斯主张任何索赔，则供应商应使奥特斯免受并赔偿奥特斯因此而遭受的损失。如奥特斯有合理理由的解除合同的，则供应商应承担退货所招致的费用。在奥特斯将产品派发给供应商的那一刻起，损失或损害风险应即刻转移至供应商。

## 16.6. Prohibition to assign

### 禁止转让

The Supplier shall not be entitled to assign its rights and obligations to third parties or to assign its claims vis-à-vis AT&S to third parties without the prior written consent of AT&S.

未经奥特斯事先书面同意，供应商无权将其权利和义务转让给第三方或将其对奥特斯的索赔转让给第方。

## 16.7. Prohibition to set off

### 禁止抵消

The Supplier shall not offset its own claims against the claims of AT&S. Amounts adjudicated by court and claims expressly acknowledged in writing by AT&S shall be excluded. AT&S shall be entitled to offset claims of whatsoever kind against contractual claims of the Supplier.

供应商不得以其对他方的索赔来冲抵奥特斯对其索赔，但不包括法院所判决的款项和奥特斯以书面形式明确予以确认的索赔。奥特斯有权抵消那些针对供应商任何合约债权性质的索赔。

## 16.8. Legal Succession

### 法定继承

AT&S shall be entitled to transfer rights and obligations under the contractual relationship with the Supplier to companies in which AT&S has a shareholding of more than 25 % or to companies, which have a shareholding of more than 25% in AT&S. The Supplier shall not be entitled to terminate a contractual relationship with AT&S as a result of such a transfer of rights and obligations.

奥特斯有权将与供应商签订的合约关系下的权利和义务转让给那些奥特斯拥有至少25%股份或拥有奥特斯至少25%股份的公司。供应商不得因为该等权利和义务转让而终止与奥特斯的合约关系。

## 16.9. Written Form



#### 书面形式

Any declarations, notifications etc. directed to AT&S shall be in writing and shall bear the original signature in order to be valid. To the extent these Terms and Conditions of Purchase provide for written form may also be fulfilled by electronic form, unless otherwise requested by AT&S.

任何递交给奥特斯的声明、通知等应以书面形式做出，并经正式签字后，方可具有法律效力。在本采购条款和条件规定的书面形式范围内，也可以通过电子形式履行，除非奥特斯另有要求。

#### 16.10. Delivery Dates

##### 交货期

Delivery dates shall be deemed fixed dates. In case of delay no grace period or rescission shall be necessary to set off legal consequences in relation to the delay.

交货期应被视为固定期限。如出现延误，则无需任何宽限期或解约来处理与该等延误相关的法律后果。

#### 16.11. Prohibition of child labour

##### 禁止雇用童工

The Supplier warrants that the delivered goods were exclusively manufactured without child labour. The Supplier furthermore guarantees that all of its suppliers manufacture their goods and provide their services without making use of child labour.

供应商保证不会雇用童工生产所交付的货物。而且供应商进一步保证其所有供应商都不会雇用童工生产货物和提供服务。

#### 16.12 Prohibition of procurement of conflict metals

##### 禁止采购冲突金属

Raw metals used in the electronics industry are, at times, sourced from regions of the world known as "conflict regions". Such are especially regions where mines are controlled by non-government military groups or unlawful military factions where the illegal mine(s) profits have contributed to human rights abuses, severe environmental damage, and theft from citizens. The Supplier is obliged to take appropriate due diligence and continuous monitoring of the supply chain as are reasonably necessary to avoid procurement or use of conflict metals.

在电子行业中使用的金属原材料有时候会来自世界上的“冲突地区”。这些地区的金属矿藏被非政府武装组织或者非法军事集团控制，这些非法矿藏的利润会促使人权侵犯，严重的环境损害以及城市偷窃。供应商有义务进行合适的尽职调查并且持续地监管供应链，避免购买或者使用这些冲突金属。

#### 16.13 Delivery of waste material to recipient of waste

##### 废弃物处置

According to international legislation waste material may only be delivered to recipient or treatment operator who is entitled to collect or treat that kind of waste material. The contracting party guarantees to be covered by a valid authorization during acting as waste material collector or treatment operator for AT&S and to recycle and/or dispose of waste material environmentally compatible.

根据国际公约，各种废弃物必须交给具有相关资质来接收或处理该类废弃物的接收方或处理公司。在担任奥特斯的废弃物接收方或处理方期间，该合同方保证持有相关有效的废弃物处理资质，并做到符合环保的要求回收利用或处理各种废弃物。

#### 16.14. Combating Counterfeit Products

Suppliers shall not sell counterfeit products to AT&S or third parties. Upon AT&S's request Suppliers (i) shall furnish proof of origin of products sold or offered to AT&S, (ii) demonstrate genuineness of all items used to manufacture products to be delivered or services to be rendered to AT&S and (iii) provide evidence that Suppliers instituted reasonable preventive measures to avoid the usage and sale of counterfeit products.

Suppliers shall inform AT&S without delay if and when they are offered to buy counterfeit products, illegally re-imported or stolen products or if and when they gain knowledge of such products related to products or services to be provided to AT&S in any other way.

供应商不得向奥特斯或第三方销售仿造品。应奥特斯的要求，供应商应当：i) 向奥特斯提供其向奥特斯销售或供应的产品的来源证明；ii) 向奥特斯展示用于生产供给奥特斯产品的所有物料以及用于向奥特斯提供服务的所有物料非仿造；iii) 向奥特斯提供证据证明供应商采取了恰当的措施防止使用或销售仿造品。

如供应商知道或收到向其出售假货、非法再进口或盗窃物资的要约或供应商知道这些假冒物资与向奥特斯出售的产品或提供的服务或与奥特斯其他任何形式任何交易有关的，则供应商应当毫不迟延的告知奥特斯前述情况。

**16.15. Applicable Law, Place of jurisdiction 适用法律和管辖地**

Contracts in accordance with these General Terms and Conditions of Purchase shall be exclusively subject to and construed in accordance with the law of the People's Republic of China.

Any disputes arising out of or in connection with these general terms and conditions or contracts in accordance with these general terms and conditions shall be settled by Shanghai International Economic and Trade Commission according to its effective rules. The seat of arbitration shall be Shanghai. The proceedings shall be held according to the said rules.

In case of disputes the Supplier shall not be entitled to discontinue performance.

依据本一般采购条款和条件的合同应符合中华人民共和国的法律，并应根据中华人民共和国法律规定进行解释。任何由本一般条款和条件或依据该条款和条件订立的合同所引起的或与其相关的争议应提交给上海国际经济贸易仲裁委员会并根据该委员会的有效规则进行仲裁解决。仲裁地点为上海。仲裁程序应依据前述规则进行。

如发生任何争议，供应商无权中止履行义务。

**16.16. Language 语言**

All documents and correspondence have to be made out in English or Chinese. AT&S declines to accept any documents or correspondence made out in any language other than English and Chinese and such documents or correspondence will be treated as not received.

所有的往来文件和通信必须使用英语或者中文。奥特斯拒绝接受任何使用除英语和中文以外的语言的文件和通信，并且这样的文件会被视作为未收到过。