

# GENERAL TERMS AND CONDITIONS OF PURCHASE

Hirschmann Automotive Group  
September 2023

## 一般采购条款和条件

赫尔思曼汽车技术集团  
2023年9月



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### 1 SUBJECT AND SCOPE

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as the **“Terms and Conditions of Purchase”**) apply to all purchases, contracts, orders, delivery call-offs, and other contractual declarations in connection with the purchase of products by and the delivery of goods or provision of services to Hirschmann Automotive GmbH with its registered office in Rankweil, Austria, and its Affiliated Companies (hereinafter referred to as **“Hirschmann Automotive”**), unless expressly agreed otherwise in writing.
- 1.2 Unless otherwise agreed in writing, these Terms and Conditions of Purchase apply to all suppliers of Hirschmann Automotive, meaning all companies delivering goods or providing services to Hirschmann Automotive (hereinafter referred to collectively as the **“Supplier”**). These Terms and Conditions of Purchase also apply to all Affiliated Companies of the Supplier, insofar as they are involved in the purchasing process.
- 1.3 **“Affiliated Companies”** means all companies that are directly or indirectly controlled by a party, control a party, are under common management with a party, or are under common control with a party, such control being presumed in any case if more than 50% of the shares or voting rights are held directly or indirectly. This also includes any future Affiliated Companies of the parties. Either party may at any time request from the other party a list of the current Affiliated Companies.
- 1.4 These Terms and Conditions of Purchase apply to the entire supply relationship between the Supplier and Hirschmann Automotive. These Terms and Conditions of Purchase therefore also apply to all future deliveries of goods and performances of services to Hirschmann Automotive as well as to contracts already concluded, even if they are not separately agreed again in the individual case.
- 1.5 The General Terms and Conditions of the Supplier do not apply, even if Hirschmann Automotive has not separately objected to their application in the individual case. Even if Hirschmann Automotive refers to a letter containing or referring to the General Terms and Conditions of the Supplier or of a third party, this does not constitute an agreement to the application of such General Terms and Conditions. The same applies to the acceptance of goods or payments or any other conduct of Hirschmann Automotive.
- 1.6 Hirschmann Automotive reserves the right to amend these Terms and Conditions of Purchase at any time, with the new version applying to all contracts entered into thereafter from the date of publication on the website <https://www.hirschmann-automotive.com/>.

### 2 ORDER – CONCLUSION OF CONTRACTS

- 2.1 Any conclusion of a contract must be in writing in order to be legally binding (whereby e-mail, fax, or EDI shall be deemed to fulfil the written form requirement).
- 2.2 Orders placed by Hirschmann Automotive shall be deemed accepted by the Supplier and binding unless the Supplier objects in writing within 5 (five) calendar days of receipt of the order placed by Hirschmann Automotive. Delivery call-offs or delivery schedules from

### 1 主题和范围

- 1.1 本一般采购条款和条件（以下简称**“采购条款和条件”**）适用于所有与赫尔思曼汽车技术有限公司（注册地：奥地利兰克韦尔）及其关联公司（以下简称**“赫尔思曼汽车技术”**）购买产品、交付货物或提供服务相关的采购、合同、订单、交货通知及其他合同声明，另有明确书面约定的情况除外。
- 1.2 除非另有书面约定，本采购条款与条件适用于赫尔思曼汽车技术的所有**供应商**，即向赫尔思曼汽车技术交付货物或提供服务的所有公司（以下简称**“供应商”**）。本采购条款与条件也适用于**供应商**的所有关联公司，只要其参与**采购过程**。
- 1.3 **“关联公司”**系指由一方直接或间接控制、控制一方、与一方处于共同管理之下或与一方处于共同控制之下的所有公司；在任何情况下，如果直接或间接持有**50%以上**的股份或投票权，则可推定其具有控制权。这也包括双方未来的任何**关联公司**。任何一方均可随时要求另一方提供当前**关联公司**的名单。
- 1.4 本采购条款与条件适用于**供应商**与赫尔思曼汽车技术之间的整个**供货关系**。因此，本采购条款与条件也适用于赫尔思曼汽车技术公司未来的所有**货物交付**和**服务履行**，以及已**签订的合同**，即使在个别情况下未另行约定。
- 1.5 即使赫尔思曼汽车技术在个别情况下未就**供应商**的一般条款和条件单独提出异议，**该等条款和条件**也不适用。即使赫尔思曼汽车技术公司引用了包含或提及**供应商**或**第三方条款和条件**的信件，也不构成其同意适用**该条款和条件**。**该条款同样适用于**赫尔思曼汽车技术公司的**收货、付款**或任何其他行为。
- 1.6 赫尔思曼汽车技术保留随时修改此**采购条款与条件**的权利，新版本适用于自网站 <https://www.hirschmann-automotive.com/> 发布之日后**签署**的所有合同。

### 2 订单--合同的签订

- 2.1 任何合同的**签订**都必须采用**书面形式**，**这样**才具有法律约束力（通过**电子邮件、传真**或**电子数据交换**的形式）**均应**被视为符合**书面形式**的要求）。
- 2.2 除非**供应商**在**五个日历日**内提出**书面异议**（赫尔思曼汽车技术公司收到）。否则，赫尔思曼汽车技术公司的**订单**应视为已被**供应商**接受并具有**约束力**。除非供

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HIRSCHMANN  
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Hirschmann Automotive shall be deemed accepted by the Supplier and will become binding unless the Supplier objects in writing within 2 (two) calendar days of receipt of the delivery call-off or delivery schedule from Hirschmann Automotive. Orders, delivery call-offs, and delivery schedules are hereinafter referred to as “Orders”.

- 2.3 The acceptance of an Order placed by Hirschmann Automotive is only possible with regard to all the goods or services specified in the Order. The Supplier shall also inform Hirschmann Automotive expressly and in a clearly visible manner of any deviations in the order confirmation from the Order.
- 2.4 The respective company within Hirschmann Automotive Group that has placed the Order with the Supplier is stated in the written Order. Claims by the Supplier are to be made exclusively against this company within Hirschmann Automotive Group and not against any of its Affiliated Companies.
- 2.5 As a precondition for the acceptance of an Order, deliverability and trustworthiness shall be deemed to be material qualities of the Supplier. The Supplier will to this extent, prior to acceptance of the Order, also be subject to special explanatory obligations, in particular regarding possible limits to the Supplier's ability to deliver, liquidity, and feasibility of the Order. Hirschmann Automotive therefore reserves the right to withdraw from any Order, without consequences, if facts become known that are able to seriously question the ability of the Supplier to deliver or negatively impact the trustworthiness of the Supplier.
- 2.6 Offers, order acceptances, order confirmations, and other contractual declarations of the Supplier are binding and irrevocable. In addition, all documents, in particular specifications, illustrations, descriptions, drawings, and brand specifications of the Supplier, as well as further information, technical advice, and other details provided by the Supplier are compulsory and binding for the Supplier, and will become part of and shall be deemed an integral part of the Order.
- 2.7 The Supplier is not entitled to make any changes to the goods or services without the prior written approval of Hirschmann Automotive.
- 2.8 Within the scope of reasonableness, the Supplier shall make changes to the goods or services as requested by Hirschmann Automotive (e.g. with regard to specifications, drawings, design, constructions, time and place of delivery, packaging, quality, quantity, and means of transport). The Supplier shall inform Hirschmann Automotive without undue delay of any effects of the change request on the agreed prices and/or dates; otherwise, the originally agreed prices/dates will remain binding for the changed goods or services. If the Supplier notifies potential effects of the change request on the agreed prices/dates in a timely manner, the parties shall reach an appropriate, mutual written arrangement to implement the change request.
- 2.9 Unless otherwise agreed, the volumes and planned quantities announced by Hirschmann Automotive are merely nonbinding orientation values. Hirschmann Automotive therefore reserves the right to change the amount of goods or services actually required, in particular delivery call-offs, from time to time, without any responsibility vis-à-vis the Supplier.

供应商在两个日历日内以书面形式提出异议（赫尔思曼汽车技术公司收到），否则赫尔思曼汽车技术公司的交付通知或交货计划应视为已被供应商接受并具有约束力。订单、交付通知和交付计划在下文中称为“订单”。

- 2.3 赫尔思曼汽车技术仅接受订单中列明的全部货物或服务。如果订单确认书与订单有任何偏差，供应商应明确告知赫尔思曼汽车技术公司并以清晰可见的方式说明相关偏差。
- 2.4 赫尔思曼汽车技术集团内部向供应商下订单的公司应在书面订单中注明。供应商应仅向赫尔思曼汽车技术集团内的该公司提出索赔，而不能向其任何关联公司提出索赔。
- 2.5 作为接受订单的前提条件，可交付性和可信性应视为供应商的重要品质。因此，在接受订单前，供应商还应承担特别说明义务，特别是关于供应商交付能力、流动性和订单可行性的可能限制。因此，赫尔思曼汽车技术保留在获悉供应商的供货能力受到严重质疑或供应商的可信度受到负面影响的情况下撤销订单的权利，且不承担任何后果。
- 2.6 供应方的报价、订单接受书、订单确认书及其他合同声明均具有约束力且不可撤销。此外，供应商提供的所有文件，特别是规格、说明、描述、图纸和品牌规格以及进一步信息、技术建议和其他细节，对供应商具有强制性和约束力，且同时也应视为订单的组成部分。
- 2.7 未经赫尔思曼汽车技术公司事先书面批准，供应商无权对货物或服务进行任何变更。
- 2.8 在合理范围内，供应商有义务按照赫尔思曼汽车技术公司的要求对货物或服务进行变更（例如规格、图纸、设计、结构、交付时间和地点、包装、质量、数量和运输方式）。供应商应及时告知赫尔思曼汽车技术变更要求对约定价格和/或日期的影响，否则原约定价格和/或日期对变更后的货物或服务仍具有约束力。如果供应商及时通知了变更请求对约定价格/日期的潜在影响，则双方应达成适当的、相互的书面安排以执行变更请求。
- 2.9 除非另有约定，否则，赫尔思曼汽车技术公司宣布的数量和计划量仅为非约束性的定向值。因此，赫尔思曼汽车技术保留随时变更实际所需货物或服务数量的权利，尤其是交货期，且不用对供应商承担任何责任。

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AUTOMOTIVE

2.10 The Supplier is subject to a general delivery obligation in order to ensure Hirschmann Automotive receives an uninterrupted supply of the respective goods or services. The Supplier therefore also undertakes to ensure the necessary capacities in order to be able to provide the goods or services as required by Hirschmann Automotive.

### 3 DELIVERY – TRANSPORT

3.1 Incoterms 2020 apply. Unless otherwise expressly agreed in writing, all deliveries are to be made DDP to the respective Hirschmann Automotive plant, and within the EU, DAP to the Hirschmann Automotive plant or to the place designated by Hirschmann Automotive. In the event that the delivery date falls on a bank holiday, delivery must take place on the previous working day.

3.2 The delivered goods must be properly packaged and labelled. The Supplier shall comply with applicable standards, statutory provisions, and the specifications of Hirschmann Automotive regarding packaging and labeling of goods.

3.3 Delivery is to be made in accordance with the shipping method specified in the Order. If no agreements have been made regarding transport, the shipping route and means of transport will be determined by Hirschmann Automotive at its own discretion, to the exclusion of any liability for Hirschmann Automotive. Any liability for late delivery or transport damage will be borne by the Supplier.

3.4 If the delivery of goods or the performance of services is made prematurely, Hirschmann Automotive will be entitled to charge the Supplier for the costs incurred thereby. Returns or storage of deliveries made ahead of schedule will be at the risk of the Supplier. Payments for early delivered goods or performed services are to be made in accordance with the agreed delivery or performance date.

3.5 Partial deliveries or performances are only permissible with the express written consent of Hirschmann Automotive.

3.6 Risk of loss or damage will only pass upon handover of defect-free goods to Hirschmann Automotive, meaning the receipt of the goods at the agreed plant of Hirschmann Automotive, and not before the agreed delivery date.

3.7 For each delivery of goods, the Supplier shall send a dispatch note to Hirschmann Automotive as a delivery notice and shall provide all documents required for customs clearance. The Supplier shall bear all costs incurred by Hirschmann Automotive due to incomplete or delayed documents, delivery papers, or labels.

3.8 Any agreement of a retention of title by the Supplier is expressly excluded.

### 4 DELAY

4.1 Regardless of all foreseeable or unforeseeable circumstances (with the exception of force majeure as defined in clause 5 below), the Supplier is obliged without restriction to deliver or perform on time and shall do everything in its power to ensure timely delivery or

2.10 为确保赫尔思曼汽车技术不间断地向供应商提供相应的货物或服务，供应商应承担一般交付义务。因此，供应商也承诺确保必要的产能，以便能够按照赫尔思曼汽车技术的要求提供货物或服务。

### 3 交付-运输

3.1 适用《国际贸易术语解释通则2020》。除非另有明确的书面约定，否则，所有交货均以 DDP 方式交付至赫尔思曼汽车技术各工厂，在欧盟范围内以 DAP 方式交付至赫尔思曼汽车技术各工厂或赫尔思曼汽车技术指定的地点。如果交货日期恰逢银行假日，则应提前一个工作日交货。

3.2 交付的货物应妥善包装并贴上标签。因此，供应商应遵守适用的标准、法律规定和赫尔思曼汽车技术公司的规范。

3.3 应按订单中指定的运输方式交付货物。如未约定运输方式，则由赫尔思曼汽车技术公司自行决定运输路线和运输方式，且赫尔思曼汽车技术公司不承担任何责任。延迟交付或运输损坏的责任均由供应商承担。

3.4 如果过早交付货物或履行服务，赫尔思曼汽车技术公司有权向供应商收取由此产生的费用。提前交付货物的退货或仓储风险由供应商承担。提前交付的货物或履行的服务，其付款仍应按约定的交付或履行日期支付。

3.5 部分交付或履行，必须获得赫尔思曼汽车技术公司明确书面同意。

3.6 损失或损坏的风险转移必须在赫尔思曼汽车技术公司收到无瑕疵的货物后才发生，即赫尔思曼汽车技术公司在约定的工厂收货，但不得早于约定的交付日期。

3.7 每次交付货物时，供应商应向赫尔思曼汽车技术公司发送一份发货单作为交货通知，并提供清关所需的所有文件。供应商应承担赫尔思曼汽车技术公司因文件、交货单或标签不完整或延误而产生的所有费用。

3.8 明确排除供应商保留所有权的任何约定。

### 4 延误

4.1 无论存在何种可预见或不可预见的情形（下文第 5 条定义的不可抗力除外），供应方均有义务不受限制地按时交付或履约，并应尽一切努力确保按时交付或履



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HIRSCHMANN  
AUTOMOTIVE

performance. Therefore, the Supplier shall bear all procurement risk, and all risk related to delivery problems on the part of sub-suppliers will be borne by the Supplier.

- 4.2 The delivery or performance dates stated in the Orders are binding. Time is of the essence. The delivery or performance period will commence with the written placing of an Order by Hirschmann Automotive. Relevant for the timeliness of a delivery is the receipt of the goods by Hirschmann Automotive or, in the case of services, the complete performance of the service by the Supplier, unless otherwise agreed.
- 4.3 The Supplier shall inform Hirschmann Automotive immediately in writing about any difficulties or delays affecting the delivery of goods or provision of services to be expected as soon as they become apparent. In this case, the Supplier shall inform Hirschmann Automotive in writing about the reasons for the delay, its expected duration, and its effects, as well as about the measures taken by the Supplier. In addition, the Supplier shall immediately take all measures in its power to ensure timely delivery or performance.
- 4.4 In the event of a delay in delivering goods or performing services for any reason whatsoever (except force majeure as defined in clause 5), Hirschmann Automotive will be entitled, even without proof of loss or damage, to charge a contractual penalty irrespective of fault in the amount of 1.0% of the respective Order value per commenced week. In any case, Hirschmann Automotive expressly reserves the right to claim further damages or other costs arising from the delay. The Supplier shall compensate Hirschmann Automotive and its customers for all loss and damage, costs, and expenses incurred as a result of the delay.
- 4.5 After expiry of a reasonable period of time, Hirschmann Automotive will also be entitled to withdraw from the contract without consequences, to obtain a replacement from a third party at the Supplier's cost, and to claim compensation for loss or damage exceeding the contractual penalty.
- 4.6 The acceptance of delayed deliveries or services does not exclude any claims for compensation.

## 5 FORCE MAJEURE

- 5.1 In the event that the timely performance of the obligations binding on each party under these Terms and Conditions of Purchase is prevented or hindered by proven circumstances of force majeure (i.e. unforeseeable and unavoidable circumstances resulting from natural disasters, governmental restrictions, labor disputes with the exception of strikes limited to the Supplier's company, embargos, fire or similar circumstances caused by natural forces, or governmental agencies that prevent the respective party's own performance to such an extent that the respective circumstance is – despite preventive risk management – beyond the reasonable control of the respective party), the respective party will be released from its contractual obligations for the duration of this event and to the extent of its effects. Price increases or delivery difficulties on the part of sub-suppliers of the Supplier will not be regarded as force majeure events.

约。因此，供应商应承担采购风险，且分供方的交付问题由供应商负责。

- 4.2 订单中规定的交货或履约日期具有约束力。时间是关键。赫尔思曼汽车技术公司以书面形式下达订单后，即开始计算交付或履约期限。除非另有约定，否则，与及时交付有关的是赫尔思曼汽车技术公司收到货物，而如果是服务，则以供应商完全履行服务（如为服务）为及时交付。
- 4.3 供应商有义务在出现任何影响货物交付或服务提供的困难或延误时，立即以书面形式通知赫尔思曼汽车技术公司。在此情况下，供应商应将发生延迟的原因、预计持续时间与影响及供应商采取的措施以书面形式通知赫尔思曼汽车技术公司。此外，供应商应立即采取一切措施尽可能确保及时交付或履约。
- 4.4 如果因任何原因（第5条定义的不可抗力除外）延误交付货物或履行服务，即使没有损害证据，赫尔思曼汽车技术公司亦有权按每开工一周对相应订单价值标准收取1.0%的合同违约金，无论是否有过错。任何情况下，赫尔思曼汽车技术公司均明确保留对因延误造成的进一步损害或其他费用的索赔权。供应商应承诺赔偿赫尔思曼汽车技术公司及其客户因延误而造成的所有损失、成本和费用。
- 4.5 在合理期限届满后，赫尔思曼汽车技术公司有权撤销合同而不承担任何后果，转而向从第三方获得替代品，费用由供应商承担，且赫尔思曼汽车技术有权要求超出合同违约金的损害赔偿。
- 4.6 接受延迟交付或服务并不排除任何赔偿要求。

## 5 不可抗力

- 5.1 如果由于经证实的不可抗力情形（即：由于自然灾害、政府限制、劳动争议（仅限于供应方公司的罢工除外）、禁运、火灾或由自然力量或政府机构造成的可预见或不可预见情况），导致无法或无法及时履行本采购条款和条件对各方具有约束力的义务。如果该等情形阻碍了各方自身的履约，且该等情形超出了各方的合理控制范围（尽管已采取预防性风险管理措施），则在此类事件持续期间及在其影响范围内免除各方的合同义务。供应商的分供方提价或交货困难不应视为不可抗力事件。

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赫尔思曼汽车技术集团  
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HIRSCHMANN  
AUTOMOTIVE

- 5.2 In such cases, the party affected by the force majeure event shall immediately inform the other party in writing and shall state the expected duration of the disruption, the expected effects, and the remedial measures taken.
- 5.3 The party affected by the force majeure event shall restore its performance as soon as possible.
- 5.4 Hirschmann Automotive will be entitled to procure the goods or services from other sources for the duration of the delay due to force majeure, to reduce the agreed quantities without any liability vis-à-vis the Supplier and, after a reasonable period of time, to withdraw from the contract without any liability towards Supplier.

## 6 PRICES AND PAYMENT TERMS

- 6.1 The agreed prices are fixed prices. The Supplier is not entitled to increase its prices or to claim any other additional costs without the prior written approval of Hirschmann Automotive.
- 6.2 Unless otherwise agreed in writing, the prices include all costs for packaging, transport, shipping, taxes, duties, and any other costs related to the supply of the goods or the provision of the services.
- 6.3 Cost estimations provided by the Supplier are binding and are not to be remunerated unless expressly agreed otherwise in writing.
- 6.4 If the Supplier offers more favorable conditions to a third party for similar goods or services in comparable quantities, in particular with regard to costs, discounts, technology, quality, terms of payment, delivery periods, or other conditions, the Supplier shall immediately inform Hirschmann Automotive thereof and automatically grant Hirschmann Automotive those more favorable conditions.
- 6.5 Payment will only be due after complete, defect-free delivery of goods or performance of services and receipt of a properly issued invoice. The completeness of the goods or services also requires the receipt of the agreed documents as well as the indication of the Order data (such as Order number, article number, etc.). Unless otherwise agreed, invoices must be settled within 60 days of the due date.
- 6.6 Hirschmann Automotive is entitled, in particular in case of delay, incomplete delivery or performance, or warranty claims, or due to other claims against the Supplier of any kind whatsoever, to withhold and refuse payment until proper performance.
- 6.7 Hirschmann Automotive has the right of set-off against any counterclaims made by the Supplier. However, the Supplier has no right of set-off against any counterclaims made by Hirschmann Automotive without the prior written approval of Hirschmann Automotive. Furthermore, the Supplier is not entitled to assign its claims against Hirschmann Automotive or to have them collected by third parties without the prior written approval of Hirschmann Automotive. In the event that the Supplier assigns its claims against Hirschmann Automotive to third parties without approval, such assignment shall be deemed ineffective (absolute effect of the prohibition of assignment). In such a case, Hirschmann Automotive may nevertheless, at its discretion, make

- 5.2 在此情况下, 受不可抗力事件影响的一方应立即以书面形式通知另一方, 并说明中断的预计持续时间、预期影响和已采取的补救措施。
- 5.3 受不可抗力事件影响的一方应尽快恢复履约。
- 5.4 在不可抗力导致的延误期间, 赫尔思曼汽车技术有权从其他渠道采购货物或服务, 有权减少约定(采购)数量, 而无需对供应商负责, 并在合理期限后有权撤销合同, 而无需对供应商承担任何责任。

## 6 价格和付款条件

- 6.1 约定价格为固定价格。未经赫尔思曼汽车技术事先书面同意, 供应商无权提高价格或要求任何其他额外费用。
- 6.2 除非另有书面约定, 否则, 价格已包括全部费用, 如包装、运输、装运、税收、关税以及与货物供应或服务提供有关的任何其他费用。
- 6.3 除非另有明确的书面约定, 否则, 供应商的成本估算具有约束力, 且无须支付报酬。
- 6.4 如果供应商就同等数量的类似货物或服务向第三方提供更优惠的条件, 特别是在成本、折扣、技术、质量、付款条件、交付期或其他条件方面, 供应商有义务立即通知赫尔思曼汽车技术公司, 并自动给予赫尔思曼汽车技术更优惠的条件。
- 6.5 只有在完整、无缺陷地交付货物或履行服务并收到正确开具的发票后, 才支付货款。货物或服务的完整性还要求收到约定的文件并标明订单数据(如订单号、货号等)。除非另有约定, 发票应在到期日后 60 天内结清。
- 6.6 赫尔思曼汽车技术公司有权, 特别是在延迟交付、未完成交付或履约、保修索赔或因其他任何原因对供应商提出索赔的情况下, 在适当履约前扣留或拒绝付款。
- 6.7 赫尔思曼汽车技术有权抵消供应商的任何反诉。但是, 未经赫尔思曼汽车技术公司事先书面批准, 供应商无权抵消赫尔思曼汽车技术公司的相关反诉。此外, 未经赫尔思曼汽车技术公司事先书面同意, 供应商无权转让其对赫尔思曼汽车技术公司的债权或让第三方代为收债。如果供应商未经批准将其对赫尔思曼汽车技术的债权转让给第三方, 则该转让无效(禁止转让的绝对效力)。在此情况下, 赫尔思曼汽车技术仍可选择向供货方和第三方付款, 具有清偿债务的效力。

# GENERAL TERMS AND CONDITIONS OF PURCHASE

Hirschmann Automotive Group  
September 2023

## 一般采购条款和条件

赫尔思曼汽车技术集团  
2023年9月



HIRSCHMANN  
AUTOMOTIVE

payment with debt-discharging effect both to the Supplier and to the third party.

- 6.8 Payment of an invoice will not constitute acceptance of the goods or services and shall not be deemed a waiver of any warranty, liability, or other claims of Hirschmann Automotive against the Supplier.

## 7 QUALITY

- 7.1 The Supplier shall maintain an appropriate quality management system. The quality management system of the Supplier must be based on international standards such as ISO 9001, ISO 14001, or IATF 16949, as amended, and the Supplier shall ensure the required certifications.
- 7.2 The Supplier shall comply with the recognized rules of technology, the applicable safety provisions, and the agreed technical specifications. All delivered goods, performed services, parts, and materials must comply with the current state of the art in technology as well as the relevant statutory provisions and standards.
- 7.3 Goods mandatorily subject to labelling in accordance with respective international standards and applicable legal requirements are to be supplied with the appropriate labelling and declaration of conformity.
- 7.4 The Supplier shall comply with a possible quality assurance agreement, which will in any case take precedence over these Terms and Conditions of Purchase. The Supplier shall also comply with all other standards, conditions, requirements, specifications, and guidelines provided to the Supplier by Hirschmann Automotive.
- 7.5 All substances listed in the most recent Global Automotive Declarable Substance List must be specified in the IMDS entry.
- 7.6 If initial samples are supplied by the Supplier, an initial sample test report in accordance with VDA/ AIAG and material test certificates must be enclosed with or attached to the delivery of the concerned goods. Irrespective of this, the Supplier shall constantly check the quality of the goods delivered. The parties shall inform each other about the possibilities of quality improvement.
- 7.7 If the nature and scope of the tests, as well as the test equipment and methods, are not agreed, Hirschmann Automotive shall, at the request of the Supplier, discuss the tests with the Supplier within the framework of its knowledge, experience, and possibilities in order to calculate the status of the test technology required in each case.
- 7.8 Upon request, the Supplier shall keep special records as regards when, in which manner, and by whom the delivered goods have been tested with regard to the features subject to mandatory documentation and what results the required quality tests have shown. The test documents must be kept for fifteen (15) years and must be submitted to Hirschmann Automotive upon request. The Supplier shall oblige its sub-suppliers to the same level of commitment.
- 7.9 The Supplier agrees, on the request of Hirschmann Automotive, to allow Hirschmann Automotive, the customers of Hirschmann Automotive, and the authorities to inspect the production process and the testing

- 6.8 按**发票付款不构成对货物或服务的接受**，也不可视为赫尔思曼汽车技术集团放弃对供应商的相关保证、责任或其他权利主张。

## 7 质量

- 7.1 供应商有义务保持适当的质量管理体系。供应商的质量管理体系应基于国际标准，如 ISO 9001、ISO 14001 和 IATF 16949（经不时修订），且供应商应确保获得所需的认证。
- 7.2 供应商应遵守公认的技术规则、适用的安全规定和约定的技术规范。所有交付的货物、提供的服务、部件和材料必须符合当前技术水平及相关法律法规和标准。
- 7.3 根据相关国际标准和适用法律要求必须贴标的货物，应提供相应的标签和符合标准声明。
- 7.4 供应商有义务遵守可能达成的质量保证协议，该协议在任何情况下优先于本采购条款和条件。供应商还应遵守赫尔思曼汽车技术公司提供给供应商的所有其他标准、条件、要求、规范和指引。
- 7.5 最新《全球汽车可申报物质清单》中列出的所有物质必须在 IMDS 条目中予以注明。
- 7.6 如果初始样品由供应商提供，则必须在交付相关货物时附上或附带符合 VDA/ AIAG 标准的初始样品测试报告和材料测试证书。尽管如此，供应商仍应经常检查所交付货物的质量。双方应相互告知质量改进的可能性。
- 7.7 如果未就测试的性质和范围以及测试设备和方法未达成一致，赫尔思曼汽车技术公司应在供应商提出要求时，在其知识、经验和可能性的框架内与供应商讨论测试，以计算各种情况下所需测试技术的状态。
- 7.8 供应商应根据要求保存特别记录，就交付的货物在何时、以何种方式、由何人就强制性文件规定的特征进行了测试，以及所要求的质量测试结果如何。测试文件应保存15年，并应（在对方要求时）提交给赫尔思曼汽车技术。供应商应责成其分供方做出同样程度的承诺。
- 7.9 供应商同意应赫尔思曼汽车技术的要求，允许赫尔思曼汽车技术、赫尔思曼汽车技术的客户和有关部门检



# GENERAL TERMS AND CONDITIONS OF PURCHASE

Hirschmann Automotive Group

September 2023

## 一般采购条款和条件

赫尔思曼汽车技术集团

2023年9月



HIRSCHMANN  
AUTOMOTIVE

documents in order to verify specific requirements and to provide any reasonable assistance.

- 7.10 The Supplier shall also impose upon its sub-suppliers all obligations to which the Supplier is subject for quality assurance.

## 8 WARRANTY – LIABILITY

8.1 The Supplier expressly warrants that the goods or services (i) are new and of optimum quality; (ii) are free from any defects; (iii) comply with the latest state of the art, these Terms and Conditions of Purchase, the applicable legal provisions, and the provided requirements and specifications; (iv) are free and clear of all liens, restrictions, security interests, encumbrances, and claims of others; and (v) are suitable for the intended use.

8.2 The warranty period for goods shall be twenty-four (24) months from the date of complete and defect-free delivery or from the date on which Hirschmann Automotive begins using the goods in its business operations, whichever event occurs later. If a (final) acceptance is carried out, the warranty period will commence upon (final) acceptance. In the case of services, the warranty period will be twenty-four (24) months from complete performance of the service.

8.3 As far as goods or services of the Supplier are intended for use in vehicles, the warranty period will be forty-eight (48) months following the first use of the vehicle by the end user (e.g. initial licensing) or forty-eight (48) months following installation of spare parts, whichever event occurs later, but at the latest after fifty-four (54) months have lapsed following the date of complete and defect-free delivery of goods or performance of services to Hirschmann Automotive. However, if Hirschmann Automotive has agreed with its customers on a longer warranty period for goods or services that are based on goods or services of the Supplier, this warranty period will also apply to the Supplier. If the warranty period according to the legal regulations in the respective countries in which the vehicles or spare parts are sold is longer than the above-mentioned periods, the warranty period will be extended accordingly.

8.4 The Supplier shall perform an outgoing quality inspection of the goods to be delivered and shall create detailed documentation thereof. After delivery of the goods or provision of the services, Hirschmann Automotive shall carry out an incoming inspection of the goods or services with regard to identity, quantity, and externally visible transport damage within the scope of its normal business operations. Hirschmann Automotive has no obligation to carry out further examinations or tests. Any defects must be notified without undue delay after being discovered by Hirschmann Automotive in the ordinary course of business. Failure on the part of Hirschmann Automotive to conduct any inspection of the goods or services will not impair any warranty rights or constitute acceptance by Hirschmann Automotive. The Supplier expressly waives any objection to violation of the obligation to inspect and give notice of defects.

查生产过程和测试文件，以核实具体要求并提供合理协助。

- 7.10 供应商有义务同样要求分供方履行供应商在质量保证方面的所有义务。

## 8 保证-责任

8.1 供应商明确保证货物或服务：(i)全新且质量一流；(ii)无瑕疵；(iii)符合最新技术水平、本采购条款和条件、适用的法律规定以及所提供的要求和规格；(iv)无任何留置权、限制、担保权益、产权负担和他人索赔；(v)适合预期用途。

8.2 货物的质保期为24个月，自货物完整无缺陷交付之日起或自赫尔思曼汽车技术公司开始在其业务运营中使用货物之日起计算，以二者中较迟发生者为准。如果进行了（最终）验收，则保修期从成功（最终）验收之日起算。如果是服务，质保期为服务完成后 24 个月。

8.3 如果供应商的货物或服务用于车辆，则质保期为最终用户首次使用车辆（如初始许可）后的48个月或备件安装后的48个月，以二者中较晚发生者为准，但最迟应自货物完全无缺陷交付给赫尔思曼汽车技术公司或服务履行完毕之日起满54个月到期。但是，如果赫尔思曼汽车技术与其客户就基于供应商的货物或服务的货物或服务约定了更长的质保期，则该质保期也适用于供应商。如果根据车辆或备件销售所在国的法律规定，质保期长于上述期限，则质保期相应延长。

8.4 供应商应对交付的货物进行出厂质量检验，并建立详细的检验记录。在交付货物或提供服务后，赫尔思曼汽车技术应在其正常业务范围内对货物或服务的特性、数量和外部可见的运输损坏开展进货检验。赫尔思曼汽车技术没有义务进行进一步的检查或测试。赫尔思曼汽车技术在正常业务过程中发现任何缺陷后，应及时通报。赫尔思曼汽车技术公司未能对货物或服务进行相关检查不应损害任何保证权利，也不构成赫尔思曼汽车技术公司接受货物或服务。供应商明确放弃对违反缺陷检查和通知义务的异议。

## GENERAL TERMS AND CONDITIONS OF PURCHASE

Hirschmann Automotive Group

September 2023

## 一般采购条款和条件

赫尔思曼汽车技术集团

2023年9月



HIRSCHMANN  
AUTOMOTIVE

- 8.5 Any use of the goods or services by Hirschmann Automotive that exceeds the extent necessary for inspection as well as any processing of the goods or services shall not be deemed to be an approval thereof or a waiver of any claims.
- 8.6 Hirschmann Automotive is free in its choice of warranty remedies, is entitled to reject and return to the Supplier any non-conforming or defective goods, at the expense and risk of the Supplier, is entitled to reduce the price of non-conforming or defective goods, and is entitled to withdraw from the respective contract in case of minor defects.
- 8.7 In urgent cases, or if the Supplier fails to remedy the defect within a reasonable period of time, not exceeding ten (10) calendar days, Hirschmann Automotive will be entitled to remedy the defects itself or to have them remedied by a third party at the expense of the Supplier. Any other claims against the Supplier will remain unaffected.
- 8.8 Despite the assertion of warranty claims, further claims of Hirschmann Automotive, in particular claims arising as a result of product liability, loss or damage, tortious acts, and actions performed without due authority, will remain unaffected.
- 8.9 The Supplier shall bear all costs and expenses incurred by Hirschmann Automotive and the customers of Hirschmann Automotive in connection with the warranty claim, in particular costs for examination, sorting, testing, repair, storage, return, transport, travel, personnel and material, rectification of defects by Hirschmann Automotive or a third party, rework, installation, and removal.
- 8.10 The Supplier will be liable for any and all direct and indirect loss or damage, including, but not limited to, incidental and consequential loss or damage and pecuniary losses, lost profits, expected but not realized savings, damages resulting from third party claims, litigation costs and attorney fees, as well as other loss or damage incurred by Hirschmann Automotive or the customers of Hirschmann Automotive in connection with the goods or services of the Supplier.
- 8.11 If claims are made against Hirschmann Automotive or the customers of Hirschmann Automotive by third parties in connection with the goods or services of the Supplier, the Supplier shall assume liability and support Hirschmann Automotive or the customers of Hirschmann Automotive free of charge in the defense against such claims, and shall indemnify Hirschmann Automotive or the customers of Hirschmann Automotive against all loss, damage, and costs, including the costs of the defense against such claims (including litigation costs and attorney fees).
- 8.12 The Supplier will be liable for all costs, damages, and expenses resulting from preventive measures taken by Hirschmann Automotive or the customers of Hirschmann Automotive to avert loss or damage (e.g. recall action) in accordance with the share of causation originating from the sphere of influence of the Supplier.
- 8.5 赫尔思曼汽车技术公司对货物或服务的相关使用，如果超出必要的检查范围以及对货物或服务的相关处理范围，均不应视为对货物或服务的认可或是放弃相关索赔（权利）。
- 8.6 赫尔思曼汽车技术有权自由选择保修补救措施，有权拒收任何不合格或有瑕疵的货物并将其退还给供应商且费用和 risk 由供应商承担，有权对不合格或有瑕疵的货物进行降价处理，也有权在存在轻微瑕疵时解除相应合同。
- 8.7 在紧急情况下，或供应商未能在不超过10个日历日的合理期限内修复瑕疵，赫尔思曼汽车技术公司有权自行修复瑕疵或由第三方进行补救，费用由供应商承担。任何其他针对供应商的索赔不受影响。
- 8.8 尽管提出了质保索赔，赫尔思曼汽车技术的进一步索赔要求，特别是对产品责任、损害赔偿、侵权行为和未经授权行为的索赔要求，不受影响。
- 8.9 供应商应承担赫尔思曼汽车技术公司及赫尔思曼汽车技术公司的客户因质保索赔而产生的所有成本和费用，具体包括检查、分拣、测试、修理、储存、退货、运输、差旅、人员和材料、赫尔思曼汽车技术公司或第三方实施的缺陷纠正、返工、安装和拆除等费用。
- 8.10 供应商应当对任何及所有直接和间接损失承担责任，包括但不限于附带和从属损失、金钱损失、利润损失、预期但未实现的节省、第三方索赔造成的损失、诉讼费用和律师费以及赫尔思曼汽车技术或赫尔思曼汽车技术的客户因供应商的货物或服务而遭受的其他损失。
- 8.11 如果第三方就供应商的货物或服务向赫尔思曼汽车技术或赫尔思曼汽车技术的客户提出索赔，供应商应承担全部责任并免费支持赫尔思曼汽车技术或赫尔思曼汽车技术的客户就该等索赔进行抗辩，并向赫尔思曼汽车技术或赫尔思曼汽车技术的客户赔偿所有损失、损害和费用，包括就该等索赔进行抗辩的费用（包括诉讼费用和律师费）。
- 8.12 因赫尔思曼汽车技术或赫尔思曼汽车技术的客户为避免损害而采取的预防措施（如召回行动）所产生的所有成本、损害和费用，供应商应按照其自身范围的因果责任承担责任。

## 9 COMPLIANCE

## 9 合规



# GENERAL TERMS AND CONDITIONS OF PURCHASE

Hirschmann Automotive Group  
September 2023

## 一般采购条款和条件

赫尔思曼汽车技术集团  
2023年9月



HIRSCHMANN  
AUTOMOTIVE

- 9.1 The Supplier undertakes to comply with (i) all applicable statutory laws and legal requirements (including, but not limited to, supply chain due diligence, environmental protection, sustainability, and safety); (ii) all requirements, specifications, guidelines, and directives of Hirschmann Automotive, including the Hirschmann Automotive Supplier Code of Conduct (available at: <https://www.hirschmann-automotive.com/en/suppliers-customers>), as amended in each case; and (iii) all requirements, specifications, guidelines, and directives of the customers of Hirschmann Automotive known or disclosed to the Supplier, as amended in each case.
- 9.2 In the event that the Supplier violates any of these provisions, the Supplier shall compensate Hirschmann Automotive for any loss or damage and expenses incurred thereby.
- 9.3 If the Supplier breaches a material contractual obligation, Hirschmann Automotive may withdraw from or terminate the contract without notice and without consequences.

## 10 SUB-SUPPLIERS

- 10.1 The Supplier is only entitled to engage sub-suppliers or to transfer the manufacturing of the goods or the provision of the services to sub-suppliers with the prior written consent of Hirschmann Automotive, provided that such subcontracting goes beyond the supply of components or materials to the Supplier.
- 10.2 If the Supplier engages sub-suppliers, the Supplier shall ensure that the sub-suppliers comply with all agreements, specifications, and requirements.
- 10.3 The Supplier is liable for the engaged sub-suppliers.
- 10.4 The Supplier shall enable Hirschmann Automotive to inspect the sub-suppliers and shall fully support Hirschmann Automotive in such inspections.

## 11 PROPERTY OF HIRSCHMANN AUTOMOTIVE – PRODUCTION EQUIPMENT

- 11.1 Drawings, molds, tools, models, samples, or other items that are made available to the Supplier by Hirschmann Automotive for the manufacturing of goods or the performance of services, manufactured by the Supplier at the expense of Hirschmann Automotive, or procured by Supplier from third parties at the expense of Hirschmann Automotive (hereinafter referred to as the “**Property of Hirschmann Automotive**”) remain the property of Hirschmann Automotive and may only be used by the Supplier for the benefit of third parties with the prior written consent of Hirschmann Automotive. The Property of Hirschmann Automotive in these means of production also extends to any items produced by further processing of the Property of Hirschmann Automotive. In the event that the Property of Hirschmann Automotive is combined or mixed (unified) with objects not belonging to Hirschmann Automotive, Hirschmann Automotive will retain co-ownership of this new object in proportion to the value of the Property of Hirschmann Automotive to that of the other unified object at the time of unification. The right of ownership of Hirschmann

- 9.1 供应商承诺会遵守：(i) 所有适用的成文法和法律要求（包括但不限于供应链尽职调查、环境保护、可持续发展和安全）；(ii) 赫尔思曼汽车技术汽车公司的所有要求、规范、指南、指令等，包括赫尔思曼汽车技术汽车公司的“供应商行为准则”（可在<https://www.hirschmann-automotive.com/en/suppliers-customers>查阅），所有情况下均为当前版本；(iii) 供应商已知悉或已向其披露的赫尔思曼汽车技术汽车公司的客户供应商披露的所有要求、规范、指南、指令等，所有情况下均为当前版本。
- 9.2 如果供应商违反上述任何规定，供应商应赔偿赫尔思曼汽车技术公司因此造成的所有损失和费用。
- 9.3 如果供应商违反重大合同义务，赫尔思曼汽车技术可以撤销或终止合同，而无须通知，且不承担任何后果。

## 10 分供方

- 10.1 供应商仅可在事先获得赫尔思曼汽车技术公司书面同意的情况下，才有权聘用分供方或将货物的生产或服务的提供转让给分供方，前提是此等分包不仅仅是向供应商提供部件或材料。
- 10.2 如果供应商聘用分供方，供应商应确保分供方遵守所有协议、规范和要求。
- 10.3 供应商应对所聘用的分供方负责。
- 10.4 供应商应允许赫尔思曼汽车技术对分供方进行检查，并应全力支持赫尔思曼汽车技术进行此类检查。

## 11 赫尔思曼汽车技术公司的财产 - 生产设备

- 11.1 赫尔思曼汽车技术公司向供应商提供的用来生产货物或提供服务的图纸、模具、工具、模型、样品或其他物品，交由供应商生产，或者由供应商向第三方采购，费用由赫尔思曼汽车技术公司承担（下称“**赫尔思曼汽车技术公司财产**”），这些项目均属赫尔思曼汽车技术公司的财产，供应商仅可在事先获得赫尔思曼汽车技术公司书面同意的情况下用于第三方的利益。赫尔思曼汽车技术在这些生产方式中的财产也适用于通过进一步加工赫尔思曼汽车技术公司的财产而生产的相关产品。如果赫尔思曼汽车技术公司的产品与不属于赫尔思曼汽车技术公司的产品结合或混合（统一），赫尔思曼汽车技术公司将按照统一时赫尔思曼汽车技术公司产品的价值与其他统一产品价值的

# GENERAL TERMS AND CONDITIONS OF PURCHASE

Hirschmann Automotive Group  
September 2023

## 一般采购条款和条件

赫尔思曼汽车技术集团  
2023年9月



HIRSCHMANN  
AUTOMOTIVE

Automotive will also extend to the new item. The Supplier will have no right of retention.

- 11.2 The Supplier shall clearly mark the Property of Hirschmann Automotive as the property of Hirschmann Automotive, store it safely, keep it in good condition, insure it adequately, and replace it in case of loss or damage. The Supplier shall grant Hirschmann Automotive access to the Property of Hirschmann Automotive at any time. At the request of Hirschmann Automotive or the end of the business relationship between the parties, the Supplier shall immediately return any and all items made available to the Supplier by Hirschmann Automotive.
- 11.3 If production is carried out by the Supplier according to the specifications, drawings, samples, or models of Hirschmann Automotive, the right of disposal over order-related equipment and objects of the Supplier (hereinafter referred to as **"Production Equipment"**) will remain with Hirschmann Automotive. This provision also applies in particular if the Production Equipment has been procured in whole or in part at the expense of the Supplier. This Production Equipment may neither be duplicated nor made accessible to third parties or used in any other way without the prior written consent of Hirschmann Automotive.
- 11.4 The costs of maintenance, repairs, compliance with legal provisions and safety regulations, and insurance of the Property of Hirschmann Automotive and the Production Equipment will be borne by the Supplier. The Property of Hirschmann Automotive and the Production Equipment must be stored and kept ready for production for at least fifteen (15) years from the last Order or delivery. Written approval must be obtained from Hirschmann Automotive before scrapping.

## 12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 Intellectual property rights means any and all copyright-protected works (including software and drawings), ideas, inventions, patents, patent applications, designs, specifications, techniques, discoveries, trade secrets, know-how, processes, compilations of information, trademarks, samples, test results, research results, design rights, and all similar or equivalent industrial or intellectual property rights (hereinafter referred to as **"IPR"**).
- 12.2 Any IPR provided to the Supplier by Hirschmann Automotive (e.g. drawings, construction details, specifications, ideas, know-how, or other information) will remain the sole property of Hirschmann Automotive. They may only be used for the benefit of third parties with the prior written consent of Hirschmann Automotive. The IPR of Hirschmann Automotive also extends to the objects produced by processing or using or exploiting the IPR of Hirschmann Automotive.
- 12.3 All IPR created by the Supplier in connection with the delivery of goods or the provision of services to Hirschmann Automotive, whether created by the Supplier alone, with any third parties, or together with Hirschmann Automotive (hereinafter referred to as **"Foreground IP"**), will belong exclusively to Hirschmann Automotive. The Supplier shall grant Hirschmann

比例保留对新产品的共同所有权。赫尔思曼汽车技术的所有权也延伸至新物品。供应商无权保留。

- 11.2 供应商应将赫尔思曼汽车技术的财产明确标记为赫尔思曼汽车技术公司的财产，安全存放，保持良好状态，充分投保，并在丢失或损坏时进行更换。供应商应允许赫尔思曼汽车技术公司随时使用赫尔思曼汽车技术公司的财产。根据赫尔思曼汽车技术的要求或在双方业务关系结束时，供应商应立即将提供其的任何及所有物品。归还给赫尔思曼汽车技术
- 11.3 如果供应商根据赫尔思曼汽车技术公司的规格、图纸、样品或模型进行生产，则赫尔思曼汽车技术公司对与订单相关的供应商设备和物品（以下简称**"生产设备"**）享有处置权。本条款尤其适用于生产设备全部或部分由供应商自费采购的情况。未经赫尔思曼汽车技术事先书面同意，所有生产设备均不得进行复制、供第三方使用或以任何其他方式进行使用。
- 11.4 赫尔思曼汽车技术公司的财产和生产设备之维护、修理、遵守法律规定和安全条例以及保险的费用由供货方承担。赫尔思曼汽车技术公司的财产和生产设备应当自最后一笔订单或交付之日起至少保存 15 年，以备生产使用。报废前必须获得赫尔思曼汽车技术的书面批准。

## 12 知识产权

- 12.1 知识产权是指任何及所有受版权保护的作品（包括软件和**图纸**）、创意、发明、专利、专利申请、设计、规范、技术、发现、商业秘密、专门知识、工艺、信息汇编、商标、样品、测试结果、研究成果、设计权以及所有类似或等同的工业产权或知识产权（以下简称**"知识产权"**）。
- 12.2 赫尔思曼汽车技术公司向供应商提供的任何知识产权（如**图纸**、**施工资料**、**规范**、**创意**、**专门知识**或其他信息）均归赫尔思曼汽车技术所有。仅在事先获得赫尔思曼汽车技术书面同意的情况下，方可将这些信息用于第三方利益。赫尔思曼汽车技术公司的知识产权同样也适用于通过加工、使用或利用赫尔思曼汽车技术的知识产权而产生的物品。
- 12.3 供应商在向赫尔思曼汽车技术交付货物或提供服务过程中创造的所有知识产权，无论是由供应商单独创造、与相关第三方共同创造，或与赫尔思曼汽车技术共同创造（以下简称**"前置知识产权"**），均只属于赫尔思曼汽车技术公司，且供应商应授予赫尔思曼汽

# GENERAL TERMS AND CONDITIONS OF PURCHASE

Hirschmann Automotive Group

September 2023

## 一般采购条款和条件

赫尔思曼汽车技术集团

2023年9月



HIRSCHMANN  
AUTOMOTIVE

Automotive the exclusive, irrevocable, perpetual, worldwide, and transferable right to use such Foreground IP for all currently known and future types of exploitation, without any limitation in terms of subject matter, place, or time, free of charge. This right includes the right to edit and sublicense the Foreground IP. Hirschmann Automotive will be exclusively entitled to have this Foreground IP protected (e.g. as patent).

- 12.4 If the Supplier has already existing IPR that concern the exploitation of the goods or services (hereinafter referred to as “**Background IP**”), the Supplier shall grant Hirschmann Automotive the right to use its Background IP free of charge for all presently known and future types of exploitation, without any limitation in terms of subject matter, place, or time. This right includes the right to edit and sublicense.
- 12.5 Upon request, the Supplier shall immediately provide Hirschmann Automotive with all information that Hirschmann Automotive reasonably considers necessary for the understanding, operation, maintenance, use, or resale of the goods or services.
- 12.6 The Supplier guarantees that no domestic or foreign IPR of third parties are infringed in connection with the goods or services and their use. In the event of a claim by a third party in this respect, the Supplier shall assume liability and support Hirschmann Automotive free of charge in the defense against such claims, and shall fully indemnify Hirschmann Automotive against any loss or damage and costs, including the costs of the defense against such claims (including litigation costs and attorney fees).
- 12.7 If third parties claim an infringement of their rights in connection with the goods or services of the Supplier, the Supplier shall also, at the option of Hirschmann Automotive and at the expense of the Supplier, (i) modify or replace the goods or services in such a way that they do not infringe any third party rights; (ii) acquire for Hirschmann Automotive the necessary rights to use the goods or services; or (iii) fully reimburse Hirschmann Automotive for the costs of procuring replacements.
- 12.8 The name of the Supplier or its company logo may appear on goods manufactured according to the specifications of Hirschmann Automotive only with the express written consent of Hirschmann Automotive.

### 13 SPARE PARTS – WEAR PARTS

- 13.1 The Supplier shall ensure that the goods or services are available to Hirschmann Automotive for an appropriate period of time as usual in the automotive industry with the goal of safeguarding an uninterrupted supply of the respective goods or uninterrupted availability of the respective services to Hirschmann Automotive.
- 13.2 The Supplier shall ensure the subsequent delivery of the ordered goods, the performance of the services, or the supply of spare parts and wear parts or similar for a period of at least fifteen (15) years. In the event that the goods delivered by the Supplier are used for serial

车技术独家的、不可撤销的、永久的、全球范围内的和可转让的权利，使赫尔思曼汽车技术可以免费使用该前景知识产权进行所有目前已知的和未来类型的开发，而不受相关主题、地点和时间的限制。该权利包括对前景知识产权进行编辑和再许可的权利。赫尔思曼汽车技术独家拥有该重要知识产权的保护权（如专利权）。

- 12.4 如果供应商已经拥有与货物或服务的开发利用有关的知识产权（以下简称“**背景知识产权**”），供应商应免费授予赫尔思曼汽车技术公司将其背景知识产权用于所有目前已知和未来类型开发利用的权利，且在主题、地点和时间等方面不受任何限制。该权利包括编辑和再许可的权利。
- 12.5 在赫尔思曼汽车技术公司提出要求时，供应商应立即向赫尔思曼汽车技术提供所有赫尔思曼汽车技术合理认为对理解、操作、维护、使用或转售货物或服务所必需的信息。
- 12.6 供应商保证其提供的货物或服务及其使用不会侵犯第三方的国内外知识产权。如果第三方就此提出索赔，供应商应承担全部责任并免费支持赫尔思曼汽车技术对该等索赔进行抗辩，并应全额赔偿赫尔思曼汽车技术的所有损失和费用，包括对该等索赔进行抗辩的费用（包括诉讼费和律师费）。
- 12.7 如果第三方声称其与供应商的货物或服务有关的权利受到了侵犯，则供应商还应在承担相关费用的情况下根据赫尔思曼汽车技术的选择：(i)修改或替换货物或服务，使其不侵犯相关第三方权利；(ii)为赫尔思曼汽车技术获得必要的使用货物或服务的权利；或(iii)向赫尔思曼汽车技术公司全额报销采购替换货物或服务的费用。
- 12.8 供应商名称或其公司标识出现在根据赫尔思曼汽车技术规格生产的货物上，必须获得赫尔思曼汽车技术公司的明确书面同意。

### 13 备件 - 易损件

- 13.1 如同汽车行业的通常情况一样，供应商应确保赫尔思曼汽车技术可以在适当期限内获得货物或服务，目的在于保障不间断地向赫尔思曼汽车技术供应相应货物或向其不间断提供相应服务。
- 13.2 供应商应确保所订购货物的后续交付、服务的履行、备件和易损件的供应或类似服务至少持续15年。如果供应方交付的货物用于批量生产，则该期限应从批量



# GENERAL TERMS AND CONDITIONS OF PURCHASE

Hirschmann Automotive Group

September 2023

## 一般采购条款和条件

赫尔思曼汽车技术集团

2023年9月



HIRSCHMANN  
AUTOMOTIVE

production, this period will not commence until the end of serial production. For a period of five (5) years after the end of serial production, the price agreed for the period of serial production will also continue to apply for spare parts or wear parts. After expiry of this period, the parties shall mutually agree in writing on the price for spare parts or wear parts.

13.3 The Supplier shall also grant Hirschmann Automotive the option of a final stockpiling (last call). This can take place both at the end of serial production and at the end of the supply of spare parts or wear parts.

13.4 The Supplier shall inform Hirschmann Automotive in writing at least six (6) months before the end of the supply of its spare parts or wear parts.

### 14 RIGHT OF ACCESS – AUDIT

14.1 Hirschmann Automotive, the customers of Hirschmann Automotive and their representatives, and the competent authorities shall be granted free access to the premises of the Supplier during normal business hours and without unnecessarily disrupting the operations of the Supplier after giving twenty-four (24) hours' notice to the Supplier.

14.2 The Supplier shall also enable such access or audit at its sub-suppliers.

### 15 CONFIDENTIALITY

15.1 The Supplier undertakes to maintain confidentiality for an indefinite period of time with regard to all non-public or proprietary commercial, technical, or other information of which the Supplier becomes aware through Hirschmann Automotive (hereinafter referred to as "**Confidential Information**"), to use it exclusively for the purpose of the cooperation with Hirschmann Automotive, not to use it for the benefit of the Supplier, and neither to disclose it to third parties nor to use it for the delivery of goods or performance of services to third parties.

15.2 The Supplier shall impose a corresponding obligation of confidentiality on its employees, sub-suppliers, and any other parties involved in the business relationship.

15.3 Confidential Information may only be used for delivering the goods or rendering the services to Hirschmann Automotive.

### 16 SECURITY DECLARATION

16.1 Hirschmann Automotive is an Authorized Economic Operator (hereinafter referred to as an "**AEO**").

16.2 If the Supplier is not an AEO itself or has not made a corresponding application for certification, the Supplier shall guarantee that (i) delivery items/products that are produced, stored, transported, and/or delivered to a place of delivery determined by Hirschmann Automotive or taken over by Hirschmann Automotive in accordance with an Order are produced, stored, processed, and loaded in secure business premises and secure loading and shipping areas and are protected against unauthorized interference during production,

生产结束时算起。在批量生产结束后的 5 年内, 批量生产期间商定的价格仍应继续适用于备件或易损件。期满后, 双方应以书面形式共同商定备件或易损件的价格。

13.3 供应商还应向赫尔思曼汽车技术提供最终库存选择权 ("last call")。这可以在批量生产结束时进行, 也可以在备件或易损件供应结束时进行。

13.4 供应商应在备件或易损件供应结束前至少提前6个月书面通知赫尔思曼汽车技术。

### 14 访问权-审计

14.1 在提前 24 小时通知供应商后且不会对供应商经营造成不必要的干扰情况下, 赫尔思曼汽车技术公司、赫尔思曼汽车技术公司的客户、其代表及主管机关在正常营业时间自由进入供应商的经营场所。

14.2 供应商还应允许对其分供方进行此类访问或在分供方处进行审计。

### 15 保密

15.1 供应商承诺对其通过赫尔思曼汽车技术公司而获知的所有非公开或专有商业、技术或其他信息 (以下简称 "**保密信息**") 无限期保密, 且仅用于与赫尔思曼汽车技术公司合作, 不用于供应商自身利益, 不向第三方披露, 也不用于向第三方交付货物或提供服务。

15.2 供应商应要求自己的员工、分供方及业务关系中涉及的任何其他方承担相应的保密义务。

15.3 保密信息仅可用于向赫尔思曼汽车技术交付货物或提供服务。

### 16 安全声明

16.1 赫尔思曼汽车技术是 "授权经济运营商" (以下简称 "**AEO**")。

16.2 如果供应商本身不是AEO或没有提出相应的认证申请, 供应商应保证: (i) 根据订单生产、储存、运输和/或交付至赫尔思曼汽车技术公司确定的交付地点或由赫尔思曼汽车技术公司接收的交付物品/产品是在安全的营业场所生产、储存、加工和装载的, 并且在生产、储存、加工和装载和运输过程中不会受到未经授权的干扰; (ii) 雇用可靠的员工从事产品的生产、储

# GENERAL TERMS AND CONDITIONS OF PURCHASE

Hirschmann Automotive Group  
September 2023

## 一般采购条款和条件

赫尔思曼汽车技术集团  
2023年9月



HIRSCHMANN  
AUTOMOTIVE

storage, processing, loading, and transport; (ii) reliable staff are employed for the production, storage, handling, loading, transport, and acceptance of the products; and (iii) subcontractors acting on behalf of the Supplier also comply with these measures in order to secure the above-mentioned supply chain.

### 17 INSURANCE

- 17.1 The Supplier shall maintain adequate insurance coverage as usual in the automotive industry, in particular business liability insurance, to an appropriate extent. At the request of Hirschmann Automotive, proof of insurance cover must be provided.
- 17.2 Hirschmann Automotive may additionally require the Supplier to obtain a certain type of insurance (in particular product liability and recall insurance) in a specific amount.

### 18 TERMINATION

- 18.1 The Supplier shall ensure an uninterrupted supply of the respective goods and/or uninterrupted availability of the respective services to Hirschmann Automotive over the entire period as requested by Hirschmann Automotive. Termination of the business relationship with Hirschmann Automotive or any Order by the Supplier is therefore only permitted by way of extraordinary termination for good cause, taking into account a reasonable transition period.
- 18.2 Unless otherwise agreed in writing, Hirschmann Automotive is entitled to terminate the entire business relationship with the Supplier or a single Order upon six (6) months' prior written notice. Upon receipt of such written notice, unless otherwise instructed by Hirschmann Automotive, the Supplier shall immediately discontinue any works, any delivery of goods, and/or performance of services. In this case, Hirschmann Automotive will compensate any reasonable, documented, and justified costs and expenses incurred by the Supplier up to the date of termination, provided that the Supplier submits such claims to Hirschmann Automotive within thirty (30) days of the termination date.
- 18.3 Nothing in these Terms and Conditions of Purchase will limit or exclude the statutory right of the parties to extraordinary termination for good cause. Hirschmann Automotive is in particular entitled to terminate the entire business relationship with the Supplier or a single Order by way of extraordinary termination with immediate effect and without any prejudice to any other rights or remedies Hirschmann Automotive may have in the event that (i) a customer of Hirschmann Automotive terminates or cancels an agreement concerning the goods or services of the Supplier; (ii) the goods or services of the Supplier are not competitive compared to third parties, and the Supplier has not restored competitiveness within one month of a request made by Hirschmann Automotive; (iii) the Supplier breaches an essential contractual obligation; (iv) the Supplier is subject to a change of control in its shareholding circumstances; or (v) the financial circumstances of the Supplier suffer significant deterioration, which endangers the fulfillment of the obligations vis-à-vis Hirschmann Automotive.

存、处理、装载、运输和验收；(iii)代表供应商行事的分供方同样应遵守上述措施，以确保上述供应链的安全。

### 17 保险

- 17.1 供应商应按照汽车行业的惯例投保足够的保险，特别是适当程度的商业责任保险。根据赫尔思曼汽车技术公司的要求，供应商应提供保险证明。
- 17.2 赫尔思曼汽车可能会额外要求供应商购买特定金额的保险（尤其是产品责任险和召回险）。

### 18 终止

- 18.1 供应商有义务确保整个期间内按赫尔思曼汽车技术要求向其不间断提供相应的货物和/或相应的服务。因此，供应商终止与赫尔思曼汽车技术公司的业务关系或任何订单，必须有正当理由以特别终止方式进行，且必须考虑合理过渡期。
- 18.2 除非另有书面约定，否则，赫尔思曼汽车技术公司有权在提前6个月发出书面通知的情况下终止与供应商的全部业务关系或单笔订单。除非赫尔思曼汽车技术另有指示，否则，供应商应立即停止相关工程、相关货物交付和/或服务的履行。在此情况下，如果供应商在终止日期后30天内向赫尔思曼汽车技术提出索赔，赫尔思曼汽车技术将赔偿供应商在终止日期前发生的相关合理的、有据可查的成本和费用。
- 18.3 本采购条款和条件的任何规定均不得限制或排除双方因正当理由而进行特别终止的法定权利。在下列情况下，赫尔思曼汽车技术有权以特别终止的方式立即终止与供应商的整个业务关系或单笔订单，且不影响赫尔思曼汽车技术可拥有的任何其他权利或补救措施 (i) 赫尔思曼汽车技术的客户终止或取消与供应商的货物或服务有关的协议；(ii) 与第三方相比，供应商的货物或服务不具竞争力，且供应商在赫尔思曼汽车技术公司提出要求后一个月内仍未恢复竞争力；(iii) 供应商违反基本合同义务；(iv) 供应商的股权情况发生了控制权变更；或 (v) 供应商的财务状况严重恶化，危及对赫尔思曼汽车技术公司义务的履行。

## GENERAL TERMS AND CONDITIONS OF PURCHASE

Hirschmann Automotive Group

September 2023

## 一般采购条款和条件

赫尔思曼汽车技术集团

2023年9月



HIRSCHMANN  
AUTOMOTIVE

- 18.4 If reasonably requested by Hirschmann Automotive, the Supplier shall continue to deliver the required goods or provide the required services even after termination at the initially agreed conditions during a reasonable transition period of up to twelve (12) months, provided that such transition is necessary for Hirschmann Automotive.
- 18.5 In the event of termination, Hirschmann Automotive is permitted to pass on to third parties such information of the Supplier that is absolutely necessary in order to continue the delivery of the required goods or provision of the required services.

### 19 INSOLVENCY

In the event that insolvency proceedings are applied for against the assets of the Supplier or extrajudicial composition proceedings are applied for, or if the Supplier is no longer in a position to properly fulfil the contract due to a deterioration in the financial circumstances of the Supplier, Hirschmann Automotive will be entitled to withdraw from the unfulfilled part of the contract without consequences.

### 20 PLACE OF PERFORMANCE – JURISDICTION – APPLICABLE LAW

- 20.1 Unless otherwise agreed, the place of performance for the delivery of goods or performance of service will be the respective place of business of Hirschmann Automotive.
- 20.2 Unless otherwise agreed by the parties, the exclusive place of jurisdiction for all legal disputes in connection with all deliveries of goods or performances of services rendered by the Supplier to Hirschmann Automotive, with all contracts concluded between the Supplier and Hirschmann Automotive, and with these Terms and Conditions of Purchase will be the registered place of business of the respective company within Hirschmann Automotive Group that has placed the Order with the Supplier. However, Hirschmann Automotive will be entitled, at its discretion, to assert claims against the Supplier at the place of business of the Supplier.
- 20.3 Unless otherwise agreed by the parties, the relationship between the Supplier and Hirschmann Automotive will be governed exclusively by the laws of the registered place of business of the respective company within Hirschmann Automotive Group that has placed the Order with the Supplier, excluding conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### 21 GENERAL PROVISIONS

- 21.1 In the event that these Terms and Conditions of Purchase are translated into other languages, the English version will prevail.
- 21.2 These Terms and Conditions of Purchase shall not be deemed as establishing any labor relationship between the parties or between their employees or sub-suppliers, which will act as independent parties. The parties are independent, and none of the provisions of these Terms and Conditions of Purchase are to be considered a joint venture or agency, mandate, or employment relationship between the parties.

- 18.4 如果赫尔思曼汽车技术提出合理要求, 供应商应在合同终止后继续按照最初约定的条件交付所需货物或提供所需服务, 合理过渡期最长不超过12个月, 前提是该过渡期对赫尔思曼汽车技术而言是必要的。
- 18.5 在合同终止的情况下, 允许赫尔思曼汽车技术向第三方传递供应商的信息, 如果此等信息是继续交付所需货物或提供所需服务所绝对必要的。

### 19 破产

如果针对供应商的资产申请了破产程序或申请了法外重组程序, 或者供货方因财务状况恶化而无法继续履行合同, 赫尔思曼汽车技术公司有权撤回合同未履行部分而不用承担任何后果。

### 20 履约地点 - 管辖权 - 适用法律

- 20.1 除非另有约定, 否则, 货物交付或服务履行地应为赫尔思曼汽车技术公司的营业地。
- 20.2 除非双方另有约定, 否则, 与供应商向赫尔思曼汽车技术交付货物或提供服务、供应商与赫尔思曼汽车技术公司签订的所有合同以及本采购条款和条件有关的所有法律纠纷的专属管辖地, 应为向供应商下达订单的赫尔思曼汽车技术集团旗下相应公司的注册营业地。但是, 赫尔思曼汽车技术汽车有权选择在供应商的营业地向供应商提出索赔。
- 20.3 除非双方另有约定, 否则, 供应商与赫尔思曼汽车技术之间的关系应仅受向供应商下订单的赫尔思曼汽车技术集团旗下相应公司注册营业地的法律管辖, 不适用法律冲突规则和《联合国国际货物销售合同公约》(CISG)。

### 21 总则

- 21.1 如果本采购条款和条件翻译成其他语言, 则以英文版本为准。
- 21.2 本采购条款和条件不应视为在双方之间或双方的雇员或分供方之间建立了任何劳资关系, 这些雇员或分供方商均作为独立方行事。各当事方均为独立方, 本采购条款和条件的任何规定均不视为各方之间有合资或代理、委托或雇主关系。



## GENERAL TERMS AND CONDITIONS OF PURCHASE

Hirschmann Automotive Group

September 2023

## 一般采购条款和条件

赫尔思曼汽车技术集团

2023年9月



HIRSCHMANN  
AUTOMOTIVE

- 21.3 The Supplier is only entitled to exercise rights of retention regarding such claims that have been legally established or acknowledged by Hirschmann Automotive.
- 21.4 The Supplier is not entitled to assign any rights or obligations of the Supplier under these Terms and Conditions of Purchase, in whole or in part, without the prior written consent of Hirschmann Automotive. Hirschmann Automotive is entitled to assign the rights and obligations of Hirschmann Automotive in whole or in part to Affiliated Companies.
- 21.5 Any modification or amendment to these Terms and Conditions of Purchase will only be effective if agreed in writing and duly signed by Hirschmann Automotive and the Supplier. This also applies to any amendment to this written form clause.
- 21.6 In the event that any individual provisions of these Terms and Conditions of Purchase become invalid, the remaining provisions will not be affected thereby. The invalid provision must be replaced by a valid provision that comes as close as possible to the intended purpose. The same applies to the extent that these Terms and Conditions of Purchase should have any gaps.
- 21.3 供应商仅有权对赫尔思曼汽车技术公司依法确认或承认的索赔行使保留权。
- 21.4 未经赫尔思曼汽车技术事先书面同意，供应商无权转让其在本采购条款下的全部或部分权利和义务。赫尔思曼汽车技术有权将其权利和义务全部或部分转让给关联公司。
- 21.5 对本采购条款和条件的任何修改和修订必须获得赫尔思曼汽车技术和供应商双方书面同意并正式签署后方为有效。这一点同样适用于本书面条款的相关修改。
- 21.6 如果本采购条款的个别条款无效，则其余条款不受影响。无效条款应用尽可能接近预期目的的有效条款取代。这一点同样适用于本《采购条款和条件》存在相关缺漏的情况。