

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Hirschmann Automotive Group

January 2025

一般销售和交付条款和条件

赫尔思曼汽车技术集团

2025 年 1 月



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1 SUBJECT AND SCOPE

- 1.1 These General Terms and Conditions of Sale and Delivery (hereinafter referred to as "**Terms and Conditions of Sale**") shall apply to all contracts, orders, delivery schedules and other contractual declarations in connection with the manufacture, sale and/or delivery of goods as well as the provision of development services and other services by 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. These Terms and Conditions of Sale shall also apply to all future contracts, even if they are not agreed separately in individual cases.
- 1.2 In the absence of any written agreement to the contrary, these Terms and Conditions of Sale shall apply to all customers of Hirschmann Automotive, meaning all companies that receive deliveries of goods or performances of services from Hirschmann Automotive (hereinafter referred to as "**Customers**"). These Terms and Conditions of Sale shall also apply to all Affiliated Companies of the Customer, insofar as they are involved in the sales 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 Sale apply to the entire supply relationship between the Customer and Hirschmann Automotive. These Terms and Conditions of Sale shall therefore also apply to all future deliveries of goods or performances of services by Hirschmann Automotive as well as to contracts already concluded, even if they are not separately agreed again in the individual case.
- 1.5 General terms and conditions of the Customer (including but not limited to terms and conditions of purchase, quality conditions, logistics conditions, delivery instructions) shall not apply, even if they are the basis of the order or if reference is made to them in portals, on forms or in other documents, or even if Hirschmann Automotive has not separately objected to their application in the individual case. Even if Hirschmann Automotive refers to a document containing or referring to the terms and conditions of the Customer or a third party, this shall not constitute an agreement to the application of such terms and conditions. Under no circumstances shall Hirschmann Automotive's conduct be construed as acceptance of the Customer's terms and conditions, in particular not through any acts of performance of the contract, silence or the unconditional transmission of an order confirmation.
- 1.6 Hirschmann Automotive reserves the right to amend these Terms and Conditions of Sale 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>.

1 主题和范围

- 1.1 本一般销售和交付条款和条件（以下简称“**销售条款和条件**”）适用于赫尔思曼汽车技术有限责任公司（注册办事处位于奥地利兰克威尔）及其附属公司（以下简称为“**赫尔思曼汽车技术**”）与制造、销售和/或交付货物以及提供开发服务和其他服务有关的所有合同、订单、交货时间表和其他合同声明，**赫尔思曼汽车技术**，除非另有明确书面约定。这些销售条款和条件也适用于所有未来的合同，即使它们在个别情况下没有单独约定。
- 1.2 在没有任何相反的书面协议的情况下，本销售条款和条件应适用于赫尔思曼汽车技术的所有客户，即从赫尔思曼汽车技术接收货物交付或服务性能的所有公司（以下简称“**客户**”）。这些销售条款和条件也适用于客户的所有关联公司，只要它们参与销售过程。
- 1.3 “**关联公司**”是指由一方直接或间接控制、控制一方、与一方共同管理或与一方共同控制的所有公司，如果直接或间接持有超过 50% 的股份或投票权，则在任何情况下均推定此类控制。这也包括双方未来的任何关联公司。任何一方均可随时向另一方索取当前关联公司的名单。
- 1.4 本销售条款和条件适用于客户与赫尔思曼汽车技术之间的整个供应关系。因此，这些销售条款和条件也适用于赫尔思曼汽车技术未来交付的所有货物或服务履行以及已经签订的合同，即使它们在个别情况下没有再次单独约定。
- 1.5 客户的一般条款和条件（包括但不限于**购买条款和条件**、**质量条件**、**物流条件**、**交货说明**）不适用，即使它们是订单的基础，或者在门户网站、表格或其他文件中提及它们，或者即使赫尔思曼汽车技术没有单独反对它们在个别情况下的应用。即使赫尔思曼汽车技术集团引用包含或提及客户或第三方条款和条件的文件，也不构成对此类条款和条件的适用同意。在任何情况下，赫尔思曼汽车技术的行为均不得解释为接受客户的条款和条件，特别是不得通过任何履行合同、保持沉默或无条件传输订单确认的行为。
- 1.6 赫尔思曼汽车技术保留随时修改这些销售条款和条件的权利，新版本适用于自 <https://www.hirschmann-automotive.com> 网站上公布之日起签订的所有合同。

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2 OFFER – CONCLUSION OF CONTRACTS

- 2.1 Offers from Hirschmann Automotive are subject to change and non-binding.
- 2.2 Content that deviates from the offer shall only become part of the contract if expressly acknowledged by Hirschmann Automotive to be binding when confirming the order.
- 2.3 Hirschmann Automotive reserves the right to review the Customer's order within a reasonable period of at least one week and, if necessary, to reject it. If the Customer's order deviates from the offer, this shall be considered as a new offer by the Customer, which Hirschmann Automotive expressly reserves the right to accept.
- 2.4 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).
- 2.5 Orders placed by the Customer shall be deemed to have been accepted by Hirschmann Automotive and shall become binding if Hirschmann Automotive has issued a written order confirmation or sent a delivery to the Customer or provided the service to the Customer after receipt of the order.
- 2.6 Deviations in the order confirmation or in the documents referenced therein from previously made declarations of the parties shall be deemed to have been approved if the Customer does not expressly object in writing within a reasonable period of time, at the latest within five calendar days from receipt of the order confirmation.
- 2.7 Once the contract has been concluded, changes to the order on the part of the Customer shall only be possible subject to Hirschmann Automotive's written approval and subject to indemnification.
- 2.8 The performance of several deliveries or services over a prolonged period of time shall not give rise to a continuing obligation or any other right to obtaining further deliveries or services unless and until expressly agreed in a contractual document signed by both parties.

3 DELIVERY

- 3.1 Deliveries of goods shall be made FCA from the delivering plant or warehouse of Hirschmann Automotive in accordance with INCOTERMS 2020, unless otherwise agreed in writing.
- 3.2 The place of performance for the deliveries of goods or performance of services is the plant or warehouse of Hirschmann Automotive. The risk shall pass to the Customer as the delivery is made available for pick-up at the plant or warehouse or when the service is provided by Hirschmann Automotive. This shall apply also in cases where the transportation is performed or organized by Hirschmann Automotive.
- 3.3 In the event of loss and damage during transport, the Customer is responsible submitting a complaint with the carrier.
- 3.4 Unless otherwise agreed, the delivery period shall be deemed to have been met when the goods are ready for delivery at the place of performance.

2 报价-合同签订

- 2.1 赫尔思曼汽车技术的报价可随时更改，不具有约束力。
- 2.2 与报价不同的内容只有在赫尔思曼汽车技术确认订单时才成为合同的一部分。
- 2.3 赫尔思曼汽车技术保留在至少一周的合理期限内对客户订单进行审查的权利，并在必要时拒绝客户订单。如果客户的订单与报价有出入，则视为客户的新报价，赫尔思曼汽车技术保留接受新报价的权利。
- 2.4 任何合同必须以书面形式签订才具有法律效力（电子邮件、传真或电子数据交换应被视为满足书面形式的要求）。
- 2.5 赫尔思曼汽车技术在收到客户的订单后，向客户出具书面订单确认函或向客户发送货物或提供服务，客户的订单将被视为已被赫尔思曼汽车技术接受并具有约束力。
- 2.6 如果客户在合理的时间（最迟在收到订单确认书后的五个日历日内）未以书面形式明确表示反对，则订单确认书或其中提及的文件中与双方之前声明的偏差应被视为已被认可。
- 2.7 合同签订后，客户对订单的更改必须得到赫尔思曼汽车技术的书面批准，并承担相应的赔偿责任。
- 2.8 除非在双方签署的合同文件中明确约定，否则在一段较长的时间内多次交付或提供服务并不产生持续的义务或获得进一步交付或服务的任何其他权利。

3 交付

- 3.1 根据《国际贸易术语解释通则》第 2020 条的规定，除非另有书面约定，货物应从赫尔思曼汽车技术公司的交货工厂或仓库以 FCA 方式交付。
- 3.2 交付货物或提供服务的地点为赫尔思曼汽车技术的工厂或仓库。赫尔思曼汽车技术公司在工厂或仓库提货或提供服务时，风险转移至客户。这也适用于由赫尔思曼汽车技术负责或组织的运输。
- 3.3 如果在运输过程中发生丢失和损坏，客户有责任向承运人提出投诉。
- 3.4 除非另有约定，当货物在交货地点准备就绪时，应视为交货期已满。

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- 3.5 The delivery is properly packaged and labelled according to the standards of Hirschmann Automotive.
- 3.6 Hirschmann Automotive is entitled to carry out partial deliveries. Partial deliveries will be invoiced immediately and separately.
- 3.7 If the Customer does not collect the delivery provided by Hirschmann Automotive on time, Hirschmann Automotive reserves the right to invoice the Customer for the resulting costs incurred.

4 DELAY

- 4.1 Hirschmann Automotive's delivery dates and deadlines shall only be binding if explicitly confirmed as binding in writing. If the delivery date falls on a public holiday, delivery will take place on the following working day.
- 4.2 Hirschmann Automotive's compliance with delivery dates and deadlines requires that the Customer fulfils its obligations to cooperate, in particular that it provides all necessary drawings, documents, approvals and approvals in good time or at the agreed time. If these obligations to cooperate are not fulfilled by the Customer or are not fulfilled in time, the delivery periods shall be extended appropriately and thus do not constitute a delay of the originally agreed delivery dates.
- 4.3 If appointments (e.g. delivery dates, SOP dates, etc.) are postponed at the request of the Customer, the Customer is obliged to compensate Hirschmann Automotive for all damages and costs incurred as a result.
- 4.4 If the agreed delivery dates are exceeded, Hirschmann Automotive will be in delay and will only compensate the costs for accelerated transport (special transport costs), provided that the Customer has not made any short-term changes to the required quantities, has demonstrably already used up an adequate safety stock of goods and Hirschmann Automotive is at fault for the delay. Within the scope of the above restrictions, Hirschmann Automotive shall not be liable for any further claims, costs or damages of the Customer.

5 FORCE MAJEURE

- 5.1 In the event that the timely fulfillment of a party's obligation is prevented due to a proven force majeure event (i.e. unforeseeable and unavoidable circumstances, in particular as a result of natural disasters, official restrictions, labor disputes, embargoes, fire or similar circumstances caused by forces of nature, energy and raw material shortages, unforeseeable transport or customs clearance problems as well as delays in the delivery of raw materials or supplier parts, failures of essential suppliers or circumstances caused by government agencies, which prevent the respective party from its own performance to such an extent that the force majeure event – despite preventive risk management – is beyond the reasonable control of the respective party), the respective party shall be released from its contractual obligations for the duration of this event and to the extent of its effect.

- 3.5 交付的货物按照赫尔思曼汽车技术的标准妥善包装并贴上标签。
- 3.6 赫尔思曼汽车技术有权进行部分交货。部分交货将立即单独开具发票。
- 3.7 如果客户没有按时收取赫尔思曼汽车技术公司提供的货物，赫尔思曼汽车技术公司有权向客户收取由此产生的费用。

4 延误

- 4.1 赫尔思曼汽车技术的交货日期和期限只有在书面明确确认的情况下才具有约束力。如果交货日期适逢节假日，则在下一个工作日交货。
- 4.2 赫尔思曼汽车技术公司遵守交货日期和期限要求客户履行其合作义务，特别是及时或在约定的时间内提供所有必要的图纸、文件、批准和认可。如果客户未履行或未及时履行这些合作义务，交货期应适当延长，因此不构成对原约定交货期的延迟。
- 4.3 如果客户要求推迟约定日期（如交货日期、SOP日期等），客户有义务赔偿赫尔思曼汽车技术因此而造成的所有损失和费用。
- 4.4 如果超过约定的交货日期，赫尔思曼汽车技术将承担延迟交货的责任，并只赔偿加速运输的费用（特殊运输费用），但前提是客户没有对所需数量进行短期变更，并已明显用完足够的货物安全库存，且赫尔思曼汽车技术对延迟交货负有过错。在上述限制范围内，赫尔思曼汽车技术不承担客户的任何进一步索赔、费用或损失。

5 不可抗力

- 5.1 如果一方由于经证实的不可抗力事件（即不可预见和不可避免的情况，特别是由于自然灾害、官方限制、劳资纠纷、禁运、火灾或类似的自然力、能源和原材料短缺、不可预见的运输或通关问题以及原材料或供应商部件的交付延误造成的情况、主要供应商的故障或政府机构造成的情况，导致相关方无法履行其义务，以至于不可抗力事件--尽管进行了预防性风险管理--超出了相关方的合理控制范围），相关方应在该事件持续期间并在其影响范围内免除其合同义务。

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- 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 The Customer continues to pay for the deliveries of goods or performance of services made prior to the force majeure event and bears all storage costs incurred as well as material price increases.
- 5.5 In the event of force majeure events on the part of Hirschmann Automotive (or also on the part of its sub-supplier), the delivery period shall be extended by the duration of these circumstances. This shall not give rise to any compensation or other claims against Hirschmann Automotive for the Customer.

6 PRICES AND PAYMENTS

- 6.1 The prices are quoted in the currency stated in Hirschmann Automotive's offer and include the ancillary costs (such as shipping, taxes and customs duties) indicated in the offer. Any ancillary costs not indicated in the offer shall be borne by the Customer, unless expressly agreed otherwise.
- 6.2 All prices are based on the presumptions present at the time of the offer. In the event of a significant change in cost-relevant circumstances (e.g. increase in raw material, material, labor, customs or transport costs, change in technical requirements), Hirschmann Automotive reserves the right to increase the price accordingly. A significant change is indicated by a cost increase of at least 5% in comparison to the date of the offer or the date of the last price adjustment.
- 6.3 The offered annual quantities constitute the basis for the calculation of the offered prices. If, however, the actually called-off quantity of goods per year falls significantly below the offered annual quantities, despite consideration of the offered flexibility, Hirschmann Automotive reserves the right to adjust prices accordingly and with retrospective effect due to reduced call-offs.
- 6.4 In the event of a premature termination of the project, Hirschmann Automotive reserves the right to invoice the actual expenses incurred up to that point as well as development and investment costs at the respective residual book value.
- 6.5 Payments shall be made without any deduction, with all bank charges paid, to Hirschmann Automotive's bank account, in the agreed currency and within 30 days of the date of issue of the invoice. Deviating payment terms or agreements require the written consent of Hirschmann Automotive.
- 6.6 Any payment will be deemed made on the day the funds are available for disposition by Hirschmann Automotive.
- 6.7 The Customer is not entitled to withhold or offset payments on the basis of warranty claims or other counterclaims.
- 6.8 If the Customer does not pay the full amount by the due date and is thus in default of payment, Hirschmann Automotive is entitled (without prejudice to all other contractual or statutory rights) to: (a) demand advance payments before future deliveries, (b) suspend the delivery of any goods without Hirschmann Automotive incurring any liability towards the Customer, (c) terminate

- 5.2 在这种情况下, 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 预计中断的持续时间、预期影响和采取的补救措施。
- 5.3 受不可抗力事件影响的一方应尽快恢复履约。
- 5.4 客户继续支付不可抗力事件发生前的货物交付或服务履行费用, 并承担所有仓储费用以及材料涨价费用。
- 5.5 如果赫尔思曼汽车技术部件公司(或其分包商)方面发生不可抗力事件, 交货期应根据这些情况的持续时间延长。客户不得因此向赫尔思曼汽车技术提出任何赔偿或其他要求。

6 价格和付款

- 6.1 价格以赫尔思曼汽车技术报价中标明的货币表示, 包括报价中标明的辅助费用(如运费、税费和关税)。除非另有明确约定, 报价中未提及的任何附加费用均由客户承担。
- 6.2 所有价格均基于报价时的假设。如果成本相关情况发生重大变化(如原材料、材料、劳动力、海关或运输成本的增加, 技术要求的改变), 赫尔思曼汽车技术保留相应提价的权利。与报价日期或上次价格调整日期相比, 成本至少增加 5%, 即为重大变化。
- 6.3 年度报价数量是计算报价的基础。然而, 如果尽管考虑到报价的灵活性, 但每年的实际召回数量明显低于报价的年度数量, 赫尔思曼汽车技术公司保留因召回数量减少而相应调整价格并具有追溯效力的权利。
- 6.4 如果项目提前终止, 赫尔思曼汽车技术公司保留对截至该时间点的实际支出以及开发和投资成本按相应账面剩余价值开具发票的权利。
- 6.5 付款应在发票开具之日起30天内以约定的货币支付到赫尔思曼汽车技术的银行账户, 不得扣除任何银行手续费。如需更改付款条件或协议, 需获得赫尔思曼汽车技术的书面同意。
- 6.6 赫尔思曼汽车技术公司在资金到位当日即视为付款。
- 6.7 客户无权以保修索赔或其他反索赔为由扣留或抵消付款。
- 6.8 如果客户未按期支付全额货款, 赫尔思曼汽车技术有权(在不影响所有其他合同或法定权利的情况下)采取以下措施 (a) 要求客户在未来交货前预付付款, (b) 在赫尔思曼汽车技术不对客户承担任何责任的情况下暂停任何货物的交付, (c) 终止与客户的合同或退出

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the contract with the Customer or withdraw from it or (d) declare all outstanding receivables from this or other transactions due and payable and to charge the applicable statutory default interest on these amounts from the respective due date, as well as (e) claim further costs (in particular collection charges and other costs reasonable for appropriate legal prosecution).

- 6.9 The Customer may only withhold payments or offset them against counterclaims without the prior written consent of Hirschmann Automotive if these counterclaims of the Customer are either undisputed or their legal validity has been confirmed by court.

7 RETENTION OF TITLE

- 7.1 Hirschmann Automotive reserves title to any and all goods delivered by Hirschmann Automotive until payment in full of the invoiced amounts plus possible interest and costs (hereinafter referred to as "**Reserved Goods**") and is entitled at its own discretion to make this reservation of title known until full payment has been received and, where possible or necessary, to register it with competent domestic and foreign authorities. The further processing and resale of Reserved Goods by the Customer shall be permitted until revoked.
- 7.2 The Customer hereby assigns to Hirschmann Automotive its claims arising from the resale of Reserved Goods – even if they have been processed, transformed or mixed – as security for Hirschmann Automotive's claim to the purchase price and undertakes to make a corresponding note in its books or on its invoices. Upon request, the Customer shall notify Hirschmann Automotive of the claim assigned as well as of the name of the debtor, provide all particulars and documentation required by Hirschmann Automotive for collecting the claim and notify the third-party debtor that the claim has been assigned. In the event of seizure or any other claim to the Reserved Goods, the Customer shall be obliged to disclose Hirschmann Automotive's right of ownership and to notify Hirschmann Automotive immediately.
- 7.3 If the applicable law of a country in which the goods are located does not allow the retention of title under the previous provisions but allows to maintain other comparable security interests in the goods, Hirschmann Automotive is entitled to enforce these other security interests. The Customer is obligated to take all necessary measures at its own expense to confirm and maintain the retention of title or other security interests.

8 WARRANTY

- 8.1 Hirschmann Automotive warrants that Hirschmann Automotive's deliveries of goods or performance of services are free of defects and in accordance with the agreed specifications at the time of transfer of risk. Any further warranty is excluded. In particular, Hirschmann Automotive assumes no warranty (a) for customary sealing, (b) for improper, unprofessional, faulty or unsuitable use of the goods or services, (c) that the deliveries of goods or performance of services comply with all legal or official regulations of all sales markets of the Customer or (d) are suitable for the intended use by the Customer.

合同, 或 (d) 宣布本交易或其他交易中所有未付的应收款项到期应付, 并从相应到期日起对这些款项收取适用的法定违约利息, 以及 (e) 索要更多费用 (尤其是收款费用和其他合理的法律诉讼费用)。

- 6.9 如果客户的反诉是无争议的或其法律效力已被法院确认, 则客户仅可以在未经赫尔思曼汽车技术公司事先书面同意的情况下才能扣留付款或用反诉抵消付款。

7 保留所有权

- 7.1 赫尔思曼汽车技术对所有赫尔思曼汽车技术交付的货物保留所有权, 直至全额支付发票金额及可能的利息和费用 (以下简称"**预留货物**"), 并有权自行决定在收到全额付款前公布此所有权保留, 并在可能或必要的情况下向国内外相关机构登记。在撤销保留之前, 允许客户进一步加工和转售保留货物。
- 7.2 客户以将其因转售预留货物而产生的索赔 (即使这些货物已被加工、转换或混合) 转让给赫尔思曼汽车技术公司, 作为赫尔思曼汽车技术公司对购买价格索赔的担保, 并承诺在其账簿或发票上作出相应的记录。根据要求, 客户应通知赫尔思曼汽车技术公司转让的索赔以及债务人的名称, 提供赫尔思曼汽车技术公司收集索赔所需的所有详细信息和文件, 并通知第三方债务人索赔已转让。如果扣留或对预留货物提出任何其他索赔, 客户有义务披露赫尔思曼汽车技术公司的所有权, 并立即通知赫尔思曼汽车技术公司。
- 7.3 如果货物所在国的适用法律不允许按照前述规定保留所有权, 但允许保留货物的其他类似担保权益, 赫尔思曼汽车技术有权执行这些其他担保权益。客户有义务自费采取一切必要措施, 以确认并维护所有权保留或其他担保权益。

8 保证

- 8.1 赫尔思曼汽车技术保证在风险转移时, 赫尔思曼汽车技术交付的货物或提供的服务没有缺陷, 并符合约定的规格。任何进一步的保修均被排除在外。赫尔思曼汽车技术不保证: (a) 常规密封; (b) 不正确、不专业、不正确或不适当地使用货物或服务; (c) 交付的货物或提供的服务符合客户所有销售市场的所有法律或官方规定; (d) 适合客户的预期用途。

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- 8.2 The warranty period is 12 months from delivery or performance. To the extent permitted by law, this also applies in the event that the Customer or its customer must provide a longer warranty to a consumer.
- 8.3 The Customer shall expressly notify Hirschmann Automotive in writing of any defects within a reasonable period of time – in case of obvious defects or wrong deliveries within five calendar days after delivery or performance of the service at the latest, in case of hidden defects within five calendar days after discovery at the latest – otherwise, the assertion of claims under warranty, damages due to the defect itself as well as due to error about the absence of defects shall be excluded.
- 8.4 In the event of a defect or a deviation from the agreed specifications, Hirschmann Automotive shall supply a replacement or remedy the defect at its own expense. Hirschmann Automotive shall not be liable for any further costs in connection with the defect, in particular installation and removal costs.
- 8.5 The principle of cost minimization on the part of the Customer shall apply to all above-mentioned warranty remedies. Hirschmann Automotive shall be granted the right to choose the most favorable solution for Hirschmann Automotive to remedy the defect. Subsequent performance shall not lead to a recommencement of the warranty period.
- 8.6 If Hirschmann Automotive does not comply with the warranty obligation within a reasonable period of time or if subsequent performance fails, the Customer is entitled to reduce the price by an appropriate amount or – in the case of significant defects – to rescind the contract; but in either case only with respect to the defective delivery.
- 8.7 Insofar as Hirschmann Automotive supplies the Customer with non-customized catalogue parts (hereinafter referred to as “**Standard Products**”), Hirschmann Automotive warrants that these conform to the specifications as set out in the technical description and product data sheet. In such cases, Hirschmann Automotive reserves the right to make insignificant changes that do not affect the function of the Standard Products without informing the Customer and without this giving rise to any warranty claims on the part of the Customer. The conditions outlined in VDA Volume 2 are only valid for customer-specific goods.

9 LIABILITY

- 9.1 Subject to mandatory law, Hirschmann Automotive shall only be liable for damages in connection with these Terms and Conditions of Sale and resulting from the delivery of goods or performance of services by Hirschmann Automotive if proven to have acted with intent or gross negligence and only up to the amount paid by the Customer to Hirschmann Automotive in connection with the concerned goods or services.
- 9.2 Hirschmann Automotive's liability for slight negligence, compensation for consequential damage and pecuniary damage, savings and/or profits not made, loss of interest, line stoppages, compensation for loss of production and for damage arising from third parties asserting claims against the Customer are excluded. This exclusion of liability shall not apply to personal injury and product liability claims.

- 8.2 保修期为交付或履行后 12 个月。在法律允许的范围 内，这也适用于客户或其客户必须向消费者提供更长 保修期的情况。
- 8.3 客户应在合理的时间以书面形式明确通知赫尔思曼 汽车技术公司任何缺陷，如果是明显缺陷或错误交 付，最迟应在交付或履行服务后5个日历日内通知赫 尔思曼汽车技术公司，如果是隐藏缺陷，最迟应在发 现后5个日历日内通知赫尔思曼汽车技术公司。否 则，应排除保修索赔、缺陷本身造成的损害以及关于 没有缺陷的错误造成的损害。
- 8.4 如果出现缺陷或与约定的规格有偏差，赫尔思曼汽 车技术公司应提供更换或弥补缺陷，费用由赫尔思曼汽 车技术公司承担。赫尔思曼汽车技术不承担与缺陷相 关的任何其他费用，尤其是安装和拆除费用。
- 8.5 客户应将成本最小化原则适用于上述所有保修补救措 施。赫尔思曼汽车技术有权选择对赫尔思曼汽车技术 最有利的缺陷补救方案。随后的履行不应导致保修期 的重新开始。
- 8.6 如果赫尔思曼汽车技术在合理期限内未履行保修义 务，或后续履行失败，客户有权要求降低相应金额的 价格，或在存在重大缺陷的情况下解除合同；但无论 哪种情况，均仅限于存在缺陷的交付产品。
- 8.7 如果赫尔思曼汽车技术向客户提供非定制的目录零件 （以下简称“**标准产品**”），赫尔思曼汽车技术保证这 些产品符合技术说明和产品数据表中的规格。在这种 情况下，赫尔思曼汽车技术保留在不影响标准产品功 能的前提下进行微小改动的权利，而无需通知客户， 客户也不会因此提出任何质保要求。VDA Volume 2 中规定的条件仅适用于客户定制的产品。

9 责任

- 9.1 根据法律规定，赫尔思曼汽车技术仅对与本销售条款 相关的、因赫尔思曼汽车技术交付货物或提供服务而 造成的损失承担责任，且仅以客户赫尔思曼汽车技术 支付的与货物或服务相关的金额为限。
- 9.2 赫尔思曼汽车技术对轻微过失、间接损失赔偿、金钱 损失赔偿、未实现的节约和/或利润、利息损失、生产 线停工、生产损失赔偿以及第三方向客户索赔所造成的 损失不承担责任。本免责条款不适用于人身伤害和 产品责任索赔。

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- 9.3 Hirschmann Automotive's liability is also excluded if (a) Hirschmann Automotive supplies samples according to point 11 (b) the occurrence of damage is due to incorrect or incomplete information, drawings, specifications, provision or other instructions of the Customer, (c) the Customer or third parties make unauthorized changes to the goods or services, (d) the operating, installation, removal and maintenance instructions of Hirschmann Automotive are not complied with, (e) the Customer or third parties use or handle the goods or services improperly, unprofessionally, incorrectly or unsuitably.
- 9.4 The limitation period for claims for damages is 12 months from knowledge of the damage and the damaging party.
- 9.5 Hirschmann Automotive shall only be liable for damages and costs in connection with a legally mandatory or officially imposed recall action, which is carried out in order to prevent damage/danger to persons, provided that the recall action is demonstrably attributable to the goods or services of Hirschmann Automotive, the procedure for determining the costs was agreed between Hirschmann Automotive and the Customer and these costs were demonstrably incurred by the Customer.

10 SUB-SUPPLIERS

- 10.1 Hirschmann Automotive is entitled to commission sub-suppliers or to delegate the execution of the delivery or the provision of services to sub-suppliers.
- 10.2 Hirschmann Automotive shall not be held responsible for any fault on the part of its sub-suppliers or subcontractors and shall not be responsible for them.

11 SAMPLES AND PROTOTYPES

- 11.1 If agreed, goods shall be individually developed, manufactured and delivered to the Customer by Hirschmann Automotive in accordance with the agreed Customer's requirements. In the course of such development activities, Hirschmann Automotive shall produce development samples or prototypes of the goods (hereinafter referred to as "**Samples**"). These Samples shall be made available to the Customer solely for the purpose of examination, evaluation and/or review of the development progress. The Samples are therefore unsuitable for productive use, further processing by the Customer and incorporation into the Customer's products, as well as for any serial delivery. Any such use of the Samples by the Customer shall therefore be at the Customer's own risk and to the exclusion of any warranty and liability of Hirschmann Automotive.
- 11.2 Hirschmann Automotive warrants only that the Samples have the characteristics expressly agreed with the Customer in writing and corresponding to the respective development stages or sample classes. Beyond this, Hirschmann Automotive shall not assume any warranty for further characteristics of the Samples and/or liability for circumstances, damage and other consequences in connection with them.

- 9.3 如果出现以下情况，赫尔思曼汽车技术不承担责任：
(a)赫尔思曼汽车技术根据第11点提供样品；(b)由于客户提供的信息、图纸、规格、规定或其他说明不正确或不完整而造成损失；(c)客户或第三方擅自更改货物或服务；(d)未遵守赫尔思曼汽车技术的操作、安装、拆卸和维护说明；(e)客户或第三方以不恰当、不专业、不正确或不合适的方式使用或处理货物或服务。
- 9.4 损害索赔的时效期为自知道损害和损害方之日起 12 个月。
- 9.5 赫尔思曼汽车技术仅对与法律强制或官方规定的召回行动有关的损失和费用负责，召回行动是为了防止对人身造成损害/危险，但召回行动必须与赫尔思曼汽车技术的产品或服务有关，费用的确定程序由赫尔思曼汽车技术和客户共同商定，且这些费用必须由客户承担。

10 次级供应商

- 10.1 赫尔思曼汽车技术有权委托分包商或委托分包商执行供货或提供服务。
- 10.2 赫尔思曼汽车技术对分包商或分包商的过失不承担责任。

11 样品和原型

- 11.1 在双方同意的情况下，赫尔思曼汽车技术公司应根据客户的要求单独开发、生产并向客户交付货物。在研发过程中，赫尔思曼汽车技术将生产研发样品或样机（以下简称“**样品**”）。这些样品仅供客户检查、评估和/或审查开发进度之用。因此，样品不适合用于生产、客户的进一步加工、融入客户的产品以及任何批量交付。因此，客户在使用样品时应自行承担风险，赫尔思曼汽车技术不承担任何保证和责任。
- 11.2 赫尔思曼汽车技术仅保证样品具有与客户书面明确约定的特性，并与相应的开发阶段或样品类别相对应。除此以外，赫尔思曼汽车技术对样品的其他特性不承担任何担保责任，也不对与样品相关的情况、损害和其他后果承担任何责任。

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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 All IPR related to the delivery of goods or performance of services of Hirschmann Automotive as well as IPR related to drawings, design information, specifications, ideas, know-how or other information made available to the Customers by Hirschmann Automotive remain exclusively with Hirschmann Automotive. Hirschmann Automotive's IPR also extend to items produced through the processing or use or exploitation of Hirschmann Automotive's IPR.
- 12.3 Hirschmann Automotive grants the Customer (after full payment) a non-exclusive right of use to the IPR embodied in the goods or services of Hirschmann Automotive, which is transferable only to Affiliated Companies and customers of the Customer and cannot be sublicensed. The Customer is only entitled to use, process and distribute the goods or services in accordance with the purpose of the contract. In particular, however, the Customer is not entitled to produce or provide the goods or services itself, to manufacture them itself or to have them provided or manufactured by a third party.
- 12.4 If goods are produced by Hirschmann Automotive on the basis of design specifications, drawings, models or other specifications provided by the Customer, the Customer shall indemnify and hold Hirschmann Automotive harmless in respect of any infringement of IPR and, if so requested by Hirschmann Automotive, shall join the respective proceedings as a party or intervener at its own cost and litigate for the benefit of Hirschmann Automotive.

13 CONFIDENTIALITY

- 13.1 The parties undertake to keep all non-public commercial, technical or other information that becomes known to them in the course of the cooperation (hereinafter referred to as "**Confidential Information**") confidential for an indefinite period of time, to use it exclusively for the purpose of the cooperation, not to use it for their own benefit and not to disclose it to third parties or to use it for any cooperation with third parties.
- 13.2 The parties shall oblige their employees, subcontractors and any other parties involved in the business relationship to maintain confidentiality.
- 13.3 Hirschmann Automotive may request the return of documents and items containing Confidential Information at any time.

14 INSOLVENCY

If insolvency proceedings are applied for against the assets of the Customer or out-of-court settlement proceedings are applied for or if the Customer is no longer in a position to properly fulfil the contract due to a deterioration in its financial circumstances, Hirschmann

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、规格、技术、发现、商业秘密、诀窍、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或知识产权（以下简称 "**知识产权**"）。
- 12.2 所有与赫尔思曼汽车技术产品交付或服务相关的知识产权，以及与赫尔思曼汽车技术向客户提供的图纸、设计信息、规格、创意、技术诀窍或其他信息相关的知识产权均归赫尔思曼汽车技术所有。赫尔思曼汽车技术的知识产权也适用于通过加工、使用或利用赫尔思曼汽车技术的知识产权而生产的产品。
- 12.3 赫尔思曼汽车技术授予客户（全额付款后）对赫尔思曼汽车技术产品或服务中知识产权的非排他性使用权，该使用权只能转让给客户的关联公司和客户，且不得转授。客户仅有权根据合同目的使用、加工和销售货物或服务。但是，客户尤其无权自行生产或提供、自行制造或由第三方提供或制造货物或服务。
- 12.4 如果赫尔思曼汽车技术根据客户提供的设计规范、图纸、模型或其他规范生产货物，客户应赔偿赫尔思曼汽车技术的知识产权损失，并在赫尔思曼汽车技术要求的情况下，自费作为一方或中间人参与相关诉讼，并为赫尔思曼汽车技术的利益进行诉讼。

13 保密

- 13.1 双方承诺对合作过程中获知的所有非公开商业、技术或其他信息（以下简称 "**保密信息**"）无限期保密，仅用于合作目的，不为自身利益使用，不向第三方披露或用于与第三方的任何合作。
- 13.2 双方应要求其员工、分包商和业务关系中涉及的其他各方保守机密。
- 13.3 赫尔思曼汽车技术可随时要求归还包含保密信息的文件和物品。

14 破产

如果客户的资产被申请破产程序或被申请庭外和解程序，或者由于客户的财务状况恶化而无法正常履行合

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Automotive shall be entitled to withdraw from the unfulfilled part of the contract without consequences.

同，赫尔思曼汽车技术有权撤销合同中未履行的部分而不承担任何后果。

15 Export Control

- 15.1 Hirschmann Automotive and the customer are obliged to comply with all applicable national and international regulations for the import and export of goods, services, software, technologies and information. This includes in particular the applicable export control regulations, trade restrictions, embargoes, sanctions lists and other relevant regulations. The customer warrants that Hirschmann Automotive's deliveries or services to the customer and its Affiliated Companies do not violate any applicable trade restrictions or export control regulations. Furthermore, the customer declares and guarantees that (a) it is not listed on any national or international sanctions list and (b) the goods, services, software, technologies and information supplied will not be used for purposes related to the development, production or use of nuclear, biological or chemical weapons or ballistic missile systems.
- 15.2 The customer shall not directly or indirectly use, supply, sell, export, re-export, acquire or otherwise transfer Hirschmann Automotive's products for or to a prohibited or restricted end use, end user, destination or certain restricted third countries (in particular Russia and Belarus) in violation of applicable trade restrictions and export control regulations.
- 15.3 The customer shall undertake its best efforts to ensure that the purpose of these conditions is not frustrated by any third parties further down the commercial chain, including by possible resellers. In addition, the customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of these conditions.
- 15.4 Any violations of trade restrictions and/or export control regulations by the customer shall constitute a material breach of these Terms and Conditions of Sale and Hirschmann Automotive reserves the right (also in case of suspected violations) to seek appropriate remedies, including but not limited to (a) cancellation of the customer's orders, (b) termination of the respective contracts without any liability and (c) claiming compensation for any and all damages, costs, expenses, fines, claims from third parties and other disadvantages incurred by Hirschmann Automotive.
- 15.5 Should the customer become aware of a violation of trade restrictions and/or export control regulations, the customer is obliged to inform Hirschmann Automotive immediately in writing in addition to immediately notifying the competent authorities. In addition, the customer shall immediately inform Hirschmann Automotive about any problems in applying these conditions, including any relevant activities by third parties that could frustrate the purpose of these conditions. The customer shall make available to Hirschmann Automotive any and all information concerning compliance with the obligations set out in these Terms and Conditions of Sale within one week of request of such information.

15 出口管制

- 15.1 赫尔思曼汽车技术与客户有义务遵守有关货物、服务、软件、技术和信息进出口的所有适用的国家和国际法规，特别包括适用的出口管制条例、贸易限制、禁运、制裁名单和其他相关规定。客户保证，赫尔思曼汽车技术向客户及其关联公司交付或提供的服务不违反任何适用的贸易限制或出口管制法规。此外，客户声明并保证：a) 其没有被列入任何国家或国际制裁名单；b) 所提供的货物、服务、软件、技术和信息不得用于与开发、生产或使用核武器、生化武器或弹道导弹系统有关的目的。
- 15.2 客户不得违反适用的贸易限制和出口管制法规，直接或间接使用、供应、销售、出口、再出口、获取或以其他方式转让赫尔思曼汽车技术的产品，用于或转让给禁止或限制的最终用途、最终用户、目的地或某些受限制的第三国（特别是俄罗斯和白俄罗斯）。
- 15.3 客户应尽最大努力确保这些条款的目的不会受到商业链下游任何第三方（包括可能的经销商）的阻碍。此外，客户应建立并维护合理的监控机制，以监测商业链下游任何第三方（包括可能的经销商）的可能破坏这些条款之目的的行为。
- 15.4 客户违反贸易限制和/或出口管制规定的行为构成对本销售条款和条件的重大违反，赫尔思曼汽车技术保留寻求适当补救措施的权利（即使在涉嫌违规的情况下也是如此），包括但不限于（a）取消客户的订单，（b）终止相关合同而不承担任何责任，以及（c）要求赔偿赫尔思曼汽车技术所遭受的任何和所有损害、成本、费用、罚款、第三方索赔以及其他不利因素。
- 15.5 如果客户发现违反贸易限制和/或出口管制法规的行为，除了立即通知主管当局外，客户还有义务立即书面通知赫尔思曼汽车技术。此外，客户应立即通知赫尔思曼汽车技术在适用这些条件时遇到的任何问题，包括第三方可能阻碍这些条件目的的任何相关活动。客户应在收到此类信息要求后一周内向赫尔思曼汽车技术提供有关遵守这些销售条款和条件中规定的义务有关的任何和所有信息。

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Hirschmann Automotive Group

January 2025

一般销售和交付条款和条件

赫尔思曼汽车技术集团

2025 年 1 月



HIRSCHMANN
AUTOMOTIVE

16 PLACE OF JURISDICTION – APPLICABLE LAW

- 16.1 Unless otherwise agreed by the parties, the exclusive place of jurisdiction for all legal disputes in connection with all deliveries of goods or performance of services of Hirschmann Automotive, with all contracts concluded between Hirschmann Automotive and the Customer and with these Terms and Conditions of Sale shall be the registered place of business of the respective company within Hirschmann Automotive Group which has concluded the respective contract with the Customer. However, Hirschmann Automotive shall be entitled, at its discretion, to assert claims against the Customer at the Customer's place of business.
- 16.2 Unless otherwise agreed by the parties, the relationship between the Customer and Hirschmann Automotive shall be governed exclusively by the law of the registered place of business of the respective company within the Hirschmann Automotive Group which has concluded the respective contract with the Customer, to the exclusion of conflict of laws and the Convention on the International Sale of Goods (CISG).

17 GENERAL PROVISIONS

- 17.1 In case these Terms and Conditions of Sale are translated into other languages, the English version shall prevail.
- 17.2 These Terms and Conditions of Sale will not be deemed as establishing any labor relationship between the parties nor 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 Sale will be considered as a joint venture or agency, mandate nor employer relationship between them.
- 17.3 The Customer shall not be entitled to assign its rights and obligations under these Terms and Conditions of Sale in whole or in part without the prior written consent of Hirschmann Automotive. Hirschmann Automotive shall be entitled to assign its rights and obligations in whole or in part.
- 17.4 Any modification and amendment to these Terms and Conditions of Sale shall only be effective if agreed in writing and duly signed by Hirschmann Automotive and the Customer. This shall also apply to any amendment of this written form clause.
- 17.5 If individual provisions of these Terms and Conditions of Sale are invalid, the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by a valid provision which comes as close as possible to the intended purpose. The same applies to the extent that these Terms and Conditions of Sale should have any gaps.

16 管辖地-适用法律

- 16.1 除非双方另有约定，所有与赫尔思曼汽车技术产品的交付、赫尔思曼汽车技术服务的履行、赫尔思曼汽车技术与客户签订的合同以及本销售条款相关的法律纠纷的专属管辖地均为赫尔思曼汽车技术集团内与客户签订合同的公司的注册地。但是，赫尔思曼汽车技术有权在客户的营业地向客户提出索赔。
- 16.2 除非双方另有约定，客户与赫尔思曼汽车技术之间的关系仅受与客户签订合同的赫尔思曼汽车技术集团公司注册地法律的管辖，排除法律冲突和《国际货物销售公约》（CISG）的影响。

17 总则

- 17.1 如果本销售条款和条件被翻译成其他语言，应以英文版本为准。
- 17.2 本销售条款和条件不应被视为在双方之间或双方的雇员或次级供应商之间建立任何劳动关系，他们将作为独立方行事。双方均为独立方，本销售条款和条件的任何规定均不得视为双方之间的合资或代理、委托或雇主关系。
- 17.3 未经赫尔思曼汽车技术事先书面同意，客户无权转让其在本销售条款下的全部或部分权利和义务。赫尔思曼汽车技术有权全部或部分转让其权利和义务。
- 17.4 对本销售条款的任何修改和修订只有经赫尔思曼汽车技术与客户双方书面同意并签字后方为有效。这也适用于本书面条款的任何修改。
- 17.5 如果本销售条款的个别条款无效，其余条款不受影响。无效条款应由尽可能接近预期目的的有效条款取代。如果本销售条款和条件存在任何空白，也应如此。