

1. Relevant Regulations

- 1.1 These Conditions of Purchasing shall apply exclusively to all our orders (hereinafter "Order") governing the purchase of goods, services and work performance. Contradictory terms of delivery shall only apply if expressly acknowledged in writing by us. We hereby expressly object to any of the Supplier's notes or references as to the validity and applicability of his general terms and conditions. Our Conditions of Purchasing apply exclusively if we do not object the Supplier terms and conditions in individual cases or if, although being aware of contrary or supplementary terms and conditions of the Supplier, we accept a delivery without reservation. These Terms and Conditions shall apply to the MANN+HUMMEL companies as listed in Appendix 1 and to the Supplier and its companies as listed in Appendix 2.
- 1.2 In addition to these Terms and Conditions of Purchasing, the Quality Assurance Agreement, the Supplier Manual and Logistics Manual shall also apply and form an integral part of this agreement.

2 Ordering and Order Confirmation

- 2.1 Electronic Data Interchange ("EDI"), alternatively WebEDI, is essential and mandatory for a Supplier to enter a business relationship with MANN+HUMMEL. In case a Supplier refuses EDI/WebEDI or does not conclude the EDI/WebEDI agreement within two (2) months, the business relationship with MANN+HUMMEL shall nevertheless continue, however, the Supplier will be charged with EUR 100 (EUR one hundred) per delivery in such a case.
- 2.2 Orders and/or subsequent changes must be made in writing to be binding on us. The written form includes email or - if agreed - EDI or WebEDI. Deviations from this form requirement shall be effective only with our prior approval in writing or text form.
- 2.3 The EDI Agreement is an integral part of these Terms and Conditions and can be accessed under: www.mann-hummel.com/ediagreement
- 2.4 Acceptance of our Order must be confirmed in writing within two working days, with indication of our complete Order data. If the Supplier fails to accept the Order within ten (10) working days as of receipt, we shall be entitled to cancel the Order.
- 2.5 Prices specified in the Order are fixed.

3 Delivery Dates / Delay in Delivery

- 3.1 Agreed delivery dates and deadlines shall be binding. Delivery schedules are binding, unless the Supplier raises any objections within three (3) working days from receipt of said schedules. The date of receipt of the goods at the location specified in our Order shall be decisive for compliance with the delivery date or deadline. The Supplier shall be responsible for notifying the service provider specified in our Order. If a service provider other than the one specified by us is commissioned without our prior approval, the Supplier must bear any extra costs incurred as a result.
- 3.2 The Supplier shall promptly notify us in writing of any potential delays or non-compliance with delivery dates and deadlines, explaining the reasons for the delay and specifying how long they are expected to prevail.
- 3.3 Should the Supplier exceed the agreed-upon delivery dates and deadlines, he shall be deemed in default without a reminder being required, provided that a certain date has been directly or indirectly stipulated within the scope of such agreed-upon delivery dates or deadlines.
In case of default we shall be entitled, after the expiry of a reasonable grace period set by us, to have the service owed by the Supplier rendered by a third party at the Supplier's cost and expense, or to rescind the contract, or to demand compensation for the damages incurred. The Supplier shall be obligated to reimburse us for any and all extra costs incurred as a result of delayed delivery.
- 3.4 In the event of a culpable deviation from the delivery and packaging provisions or in the event of early delivery or ex-

1. 相关规定

- 1.1 本采购条件仅适用于我方所有关于采购货物、服务和工作绩效的订单（以下简称“订单”）。相互矛盾的交货条款仅在我方明确书面确认后方可适用。我方在此明确反对供应商关于其通用条款和条件的有效性和适用性的任何说明或参考。如果我方在个别情况下不反对供应商的条款和条件，或者尽管知道供应商有相反的或补充的条款和条件，但仍无保留地接受交货，则我方的采购条件仅适用。本条款和条件应适用于附件 1 中所列的曼胡默尔各公司和附件 2 中所列的供应商及其各关联公司。
- 1.2 除本采购条款和条件外，《质量保证协议》、《供应商手册》和《物流手册》也应适用，并构成本协议的不可分割的组成部分。

2 订购和订单确认

- 2.1 电子数据交换，或网络电子数据交换，是供应商与曼胡默尔建立业务关系的必要性和强制性条件。如果供应商拒绝电子数据交换/网络电子数据交换或在本协议签订后两（2）个月内未与曼胡默尔签订电子数据交换/网络电子数据交换协议，供应商与曼胡默尔的业务关系仍将继续，但在这种情况下，供应商每次交货将被收取 100 欧元（一百欧元）。
- 2.2 订单和/或后续变更必须以书面形式作出，以对我方产生约束力。书面形式包括电子邮件或（如果同意）电子数据交换或网络电子数据交换。不符合上述形式的订单和/或变更须经我方事先以书面或文本形式批准方可生效。
- 2.3 电子数据交换协议是本条款和条件的组成部分，可在以下网址查阅：www.mann-hummel.com/ediagreement
- 2.4 接受我方的订单必须在两个工作日内以书面确认，并注明我方完整的订单数据。如果供应商未在收到订单后十（10）个工作日内接受订单，我方有权取消订单。
- 2.5 订单中规定的价格是固定的。

3 交货日期/交货延迟

- 3.1 约定的交货日期和最终期限具有约束力。除非供应商在收到交货计划后三（3）个工作日内提出任何异议，否则交货计划具有约束力。在我方订单中所规定的地点接收货物的日期对于遵守交付日期或最终期限而言至关重要。供应商应负责通知我方订单中指定的服务提供商。如果未经我方事先批准而委托我方指定的服务提供商以外的其他服务提供商，则供应商必须承担因此而产生的任何额外费用。
- 3.2 供应商应及时以书面形式通知我方任何可能的延迟或不遵守交货日期和最终期限的情况，解释延迟的原因，并说明预计延迟的时间。
- 3.3 在供应商超过约定的交货日期和最终期限的情况下，如果在该约定的交货日期或截止日期范围内直接或间接规定了某个日期，则应视为供应商违约，无需我方提醒。
一旦发生违约，我方有权在我方设定的合理宽限期届满后，交由第三方提供供应商所应提供之服务，成本和费用由供应商承担，或者解除合同，或者解除合同，或者要求供应商对此产生的损害进行赔偿。供应商有义务补偿我方因交付延迟而产生的任何和所有额外费用。
- 3.4 如果出现违反交货和包装规定或提前交货或超额交货的情况，则我方有权向供应商提出额外的物流支出的索赔，金额为损害发生地曼胡默尔法律实体的两（2）小时的当地费率

- cess delivery we shall be entitled to claim additional expenditure for logistics in form of damages in the amount of two (2) local hourly rates of the MANN+HUMMEL entity where the damage occurred plus the damages caused. The Supplier shall have the right to prove that we have not incurred any or that we have incurred less damage.
- 3.5 Acceptance of a delayed delivery or service does not imply waiver of any of our rights, in particular to claim for damages.
- 4 Delivery/ Shipping**
- 4.1 Each shipment must be accompanied by a delivery note / invoice including our complete Order data.
- 4.2 The Supplier shall provide the Purchaser with a national export control information (e.g. export list number) under each item of the invoice if applicable. The ECCN (Export Control Classification Number – US (re)-export control regulations) must also be given for each item. This information shall be sent in addition via email to the following address: ausfuhr-genehmigung@mann-hummel.com.
- 4.3 Suppliers that have their registered office in the European Community or Turkey must also confirm the preferential status of the goods supplied to the buyer using a Supplier Declaration with the wording required by law; wherever possible this declaration should be a Long-Term Supplier Declaration. Supplier Declarations that do not meet the legal requirements will not be recognized. Any relevant evidence must be provided and submitted by the Supplier without this being specifically requested. The Supplier shall bear any costs (e.g. customs duties) arising as a result of any failure to provide said evidence. The Supplier also undertakes to make verifiable statements regarding commodity code as well as the non-preferential origin of the goods supplied (using ISO alpha-2 codes) and provide suitable evidence to support these statements if required. Suppliers that have their registered office outside the European Union or Turkey but in a country with which the European Union or Turkey have concluded a preferential agreement must provide information about preferential status of supplied goods in the form agreed on in the relevant preferential agreement itself.
- 4.4 The Supplier undertakes to print commodity code and non-preferential origin as well as national export list number (if applicable) of the goods supplied on his invoice.
- 4.5 The Supplier undertakes to inform the Purchaser immediately in writing in the event that any declaration of preferential status or non-preferential origin or commodity code, or any part thereof, ceases to be valid or is subject to change.
- 4.6 The Supplier agrees to comply with any relevant international security programs (e.g. C-TPAT/AEO F or C/KC Air Cargo Security) in order to ensure the punctual delivery of supplies to the Purchaser. If the Supplier has not been certified for any of these security programs, they must provide a security declaration with the first delivery. New security declarations must be provided every two (2) years.
- 4.7 Unless otherwise agreed in writing, deliveries shall be made to their destinations free of freight charges and packaging costs DAP (Incoterms 2020) at the named MH location.
- 5 Invoices / Payment Terms**
- 5.1 Invoices must include our complete Order data (Order no., date, delivery note no.). In case of noncompliance with this provision, the Supplier shall be responsible for any consequential delays in invoice processing and payment. Invoices must be submitted as specified in the Order. We reserve the right to return invoices with incomplete or inaccurate Order data or with inaccurate or incomplete billing address to the Supplier.
- 5.2 Unless a special arrangement has been made payment shall be made by way of bank transfer after thirty (30) days net as of the day of receipt of the goods, but no earlier than as of receipt of the invoice. If the payment is made within twenty (20) days, a three percent (3%) cash discount will be deducted.
- 加上所造成的损害。供应商有权证明我方没有遭受任何损害或我方遭受的损害较少。
- 3.5 接受延迟交付或服务并不意味着放弃我方的任何权利，特别是要求损害赔偿的权利。
- 4 交货/装运**
- 4.1 每批货物都必须附有包括我方完整订单数据的交货单/发票。
- 4.2 供应商应向买方提供所适用的发票各项目下的国家出口管制信息（如出口清单编号）。每个项目还必须提供出口管制分类号（美国（再）出口管制条例）。此外，这些信息还应通过电子邮件发送到以下地址：ausfuhr-genehmigung@mann-hummel.com。
- 4.3 在欧盟或土耳其设有注册办事处的供应商还必须作出使用法律要求的措词表述的供应商声明，确认向买方供应的货物的优惠地位；在可能的情况下，本声明应为长期供应商声明。不符合法律要求的供应商声明将不被认可。任何相关证据必须由供应商提供并提交（不需要我方特别要求）。供应商应承担因未能提供上述证据而产生的任何费用（如关税）。供应商承诺就所供货物的商品编码以及非优惠原产地作出可核查的声明（使用 ISO alpha-2 编码），并在必要时提供适当的证据来支持这些声明。供应商在欧盟或土耳其境外，但与欧盟或土耳其缔结了特惠协定的国家/地区设有注册办事处的，必须提供所供货物的优惠证明等相关信息/文件，上述信息/文件提供的形式应当符合相关特惠协定的规定。
- 4.4 供应商承诺，在其发票上打印所供货物的商品编码和非优惠原产地以及国家出口清单编号（如果适用）。
- 4.5 供应商承诺，如果任何关于优惠地位、非优惠原产地或商品编码的声明或其任何部分不再有效或可能发生变更，则立即以书面形式通知买方。
- 4.6 供应商同意遵守任何相关的国际安全计划（如 C-TPAT/AEO F 或 C/KC 航空货运安全），以确保准时将供应品交付给买方。如果供应商未获得任何此类安全计划的认证，则必须在首次交货时提供安全声明。新的安全声明必须每两（2）年提供一次。
- 4.7 除非另有书面约定，供应商应将货物运送到曼胡默尔指定的地点（DAP 买方指定目的地（2020 年国际贸易术语解释通则）），运费和包装费由供应商承担。
- 5 发票/付款条件**
- 5.1 发票必须包括我方完整的订单数据（订单号、日期、送货单号）。如果不遵守本约定，供应商应当对因此产生的发票处理和支付延误负责。发票的提交必须符合订单中的规定。我方保留将订单数据或账单地址不完整或不准确的发票退回给供应商的权利。
- 5.2 除非另有特殊安排，否则付款应在收到货物之日起三十（30）天后以银行转账方式作出，但不得早于收到发票之日。如果在二十（20）天内付款，将扣除百分之三（3%）的现金折扣。

- 5.3 In case of acceptance of early deliveries, maturity shall depend on the agreed-upon delivery date.
- 5.4 In case of short deliveries, we shall be entitled to retain payment in the amount of the outstanding delivery until proper fulfillment.
- 5.5 The Supplier shall not be entitled to assign or otherwise dispose of its claims wholly or partly against us without our prior written consent.
- 6 Supplier's Master Data**
- 6.1 Prerequisites for entering into any business relationship with a Supplier are that the Supplier provides a DUNS number and any other information required during the registration process. An Order can only be placed with Suppliers who, at the time of ordering, are registered with our Supplier portal with their DUNS number.
- 6.2 The Supplier portal can be accessed from the Supplier area of the MANN+HUMMEL home page. The Supplier undertakes to always keep his data up to date in the portal. The Supplier undertakes to verify his datasets at least once per year.
- 7 Force Majeure**
- 7.1 Force Majeure such as wars, natural disasters, official measures (such as confiscation, ban on exports), other unforeseeable, unavoidable acts that are outside of the Supplier's field of influence and for which the Supplier is not responsible shall release the parties from their duties for the duration of the disturbance. The parties shall be obligated to immediately provide all and every information related to the Force Majeure. In cases of Force Majeure concerning us we shall also have the right, at our discretion, to wholly or partially withdraw from the contract
- 7.2 Shortage of raw material and strikes are not considered events of Force Majeure.
- 7.3 Should such event last longer than two months, we may terminate the respective agreement without notice.
- 8 Notice of Defects**
- 8.1 Defects in the goods delivered will be notified to the Supplier once we discover them in the ordinary course of our business but not later than ten (10) working days following the detection.
- 8.2 Supplier shall perform an appropriate outgoing inspection.
- 9 Defects**
- 9.1 Warranty claims for parts intended for automobiles or commercial vehicles shall expire within twenty four (24) months as of first-time registration of the vehicle or installation of the spare part, but no later than after thirty (30) months as of delivery to us. For all other parts and delivery items, the warranty claims shall expire after twenty four (24) months as of delivery to our customers, unless other periods have been expressly stipulated in writing.
- 9.2 Unless provided otherwise in this clause 9, the Supplier shall be liable according to applicable statutory provisions, in particular for defects of the delivery, and this liability shall not be limited or excluded, neither in cause nor amount, and shall also indemnify and hold us harmless from and against any third party's claims to the same extent.
- 9.3 In case of defects of delivery, including the absence of an agreed-upon property, the Supplier shall be obligated to either – at our own option and notwithstanding our other legal remedies – promptly remove the defect free of charge or deliver parts that are free from defects (incl. in each case the necessary expenses, for example costs for installation and removal), or to reasonably reduce the purchase price. Should the Supplier be unable to do so, or should he fail to promptly comply with such obligation, we may rescind the contract and return the goods to the Supplier at his own risk and cost.
- 5.3 在接受提前交货的情况下，到期日应视约定的交货日期而定。
- 5.4 若发生交付的货物短缺，我方有权保留未支付的部分款项，直至适当履行。
- 5.5 未经我方事先书面同意，供应商无权全部或部分转让或以其他方式处理其对我方提出的索赔。
- 6 供应商主数据**
- 6.1 与供应商建立任何业务关系的前提条件是，供应商提供邓氏编码和注册过程中所需的任何其他信息。只能向在订购时已在我方的供应商门户中注册了其邓氏编码的供应商下订单。
- 6.2 可以从曼胡默尔主页的供应商区域访问供应商门户。供应商承诺在门户中始终保持其数据是最新的。供应商承诺每年至少对其数据集进行一次验证。
- 7 不可抗力**
- 7.1 不可抗力，如战争、自然灾害、政府措施（如没收、出口禁令）和超出供应商影响范围之外的其他不可预见、不可预见、且供应商不对此负责，应免除双方在干扰持续期间的职责。双方有义务立即提供与不可抗力有关的所有信息。在发生与我方有关的不可抗力的情况下，我方也有权自行决定全部或部分撤销合同。
- 7.2 原材料短缺和罢工不被视为不可抗力事件。
- 7.3 如果该事件持续时间超过两个月，则我方可以在不另行通知的情况下终止相关协议。
- 8 瑕疵通知**
- 8.1 如果我方在正常业务过程中发现所交付货物有任何瑕疵，我方将通知供应商，但不迟于发现后的十（10）个工作日。
- 8.2 供应商应进行相应的出厂检验。
- 9 质量缺陷**
- 9.1 汽车或商用车的零件的质保期限为在车辆首次注册或零部件安装后二十四（24）个月，但不得迟于交付给我方后三十（30）个月。对于所有其他零件和交付物，质保期限为在交付给我方的客户后二十四（24）个月，除非其他期限已有明确的书面规定。
- 9.2 除非本第9条另有规定，否则供应商应根据适用的法律规定承担责任，特别是对交付的缺陷承担责任，并且该责任在原因或金额上均不应受到限制或排除，并且供应商还应在同等程度上向我方作出赔偿，使我方免受任何第三方索赔的损害。
- 9.3 如果交货有缺陷，包括缺少约定的财产，供应商有义务--根据我方的选择，尽管我方有其他法律补救措施--立即免费消除缺陷或交付无缺陷的部件（包括在每种情况下的必要费用，例如安装和拆除的费用），或合理地降低购买价格。如果供应商不能这样做，或者未能及时履行该义务，则我方可以解除合同，并将货物退还给供应商，风险和费用由供应商承担。

- In urgent cases, we shall be entitled to remove or have the defects removed at the Supplier's cost and expense, notwithstanding our other claims. The costs we may incur shall be borne by the Supplier.
- 9.4 Supplier shall perform reasonable analyses and start corrective actions to remove the cause of the defect in order to prevent such defect from reoccurring.
- 9.5 Should the Supplier deliver defective goods more than once or should the Supplier repeatedly provide defective services, we shall be entitled, after a written warning, to terminate the contract even in respect of deliveries that have not yet been made.
- 9.6 The Supplier shall be obligated to reimburse us any and all pertinent costs for repairs or for the replacement of defective goods that we might incur. For each handling of a warranty case, the Supplier shall pay damages in the amount of two (2) local hourly rates that the MANN+HUMMEL entity - where the damage occurred - applies plus any additional costs or damages that we might incur. The Supplier shall have the right to prove that no damage was caused or the damage is materially lower.
- 10 Liability**
Unless otherwise agreed herein, the Supplier shall be obligated to pay for the damages, including any consequential damages, incurred directly or indirectly as a result of a defective delivery or for any other reasons attributable to the Supplier and this liability shall not be limited or excluded, neither in cause nor amount, and shall also indemnify and hold us harmless from and against any third party's claims to the same extent.
- 11 Product Liability**
11.1 The Supplier shall indemnify us from any third party claims arising out of the death of or injury to any person or damage to property, if and to the extent the Supplier has caused the respective claim. The Supplier shall also reimburse us for all costs and expenses that we incur as a result of or in connection with a recall action or any other measures.
11.2 The Supplier shall undertake to maintain public and product liability insurance with a limit of indemnity of at least EUR 5,000,000 (EUR five million) in total per occurrence for personal injury, property damage, product-related damages and financial loss; coverage must be extended to include product recall cost with a limit of indemnity of EUR 3,000,000 (EUR three million) however, Supplier's liability shall not be limited to the amount covered by insurance. Supplier will provide Purchaser with a Certificate of Currency of this insurance, specifically mentioning the required cover sections, on annual basis and at the request of purchaser.
- 12 Quality, Environment and Documentation**
12.1 When making deliveries, the Supplier must comply with the generally accepted rules of technology and safety regulations as applicable from time to time. Insofar as we have provided the Supplier with drawings, samples or other provisions or documents, he shall comply therewith as regards the design and characteristics of the delivered item. Changes to the delivery item or to an already approved production process, or its relocation to a different place, require written notification in due time by the Supplier and our prior express written consent.
12.2 The Supplier shall maintain or develop management systems for Quality, Health and Safety and Environment aspects according to our expectations and based on IATF16949, ISO14001 and ISO45001 in the version as applicable from time to time. Certificates from an accredited office or second-party certification and equal QM systems may be approved after prior review on our part. The Supplier shall add a copy of the current certificate to the Supplier Portal, and shall update said certificate after expiry of the validity date without being specifically requested to do
- 在紧急情况下, 尽管我方有其他索赔要求, 我方仍有权消除或请其他方消除缺陷, 费用由供应商承担。我方可能产生的费用将由供应商承担。
- 9.4 供应商应开展合理的分析, 并开始采取纠正措施, 消除缺陷的产生原因, 以防止此类缺陷再次发生。
- 9.5 如果供应商不止一次交付有缺陷的货物或多次提供有缺陷的服务, 则即使有尚未交付的货物, 我方也有权在书面警告后终止合同。
- 9.6 供应商有义务补偿我方可能发生的与修理或更换有缺陷货物相关的所有费用。对于每一个保修案例的处理, 供应商应支付两(2)小时当地费率的损害赔偿, 该费率适用于发生损害的曼胡默尔实体, 外加我方可能招致的任何额外成本或损害赔偿。供应商有权证明未造成损害或损害程度较低。
- 10 责任**
除非本文另有约定, 否则供应商应有义务支付由于交货缺陷或可归因于供应商的任何其他原因而直接或间接引起的损害(包括任何间接损害), 该责任在原因或金额上均不应受到限制或排除, 并且供应商还应在同等程度上向我方作出赔偿, 使我方免受任何第三方索赔的损害。
- 11 产品责任**
11.1 供应商应就因人员伤亡或财产损失而引起的任何第三方索赔向我方作出赔偿, 以供应商引起的相关索赔为限。供应商还应补偿我方因召回行动或任何其他措施而产生的或与之相关的所有成本和开支。
11.2 供应商应承诺为人员伤亡、财产损失、与产品有关的损害和经济损失投保公共和产品责任保险, 每次事故的赔偿限额至少为500万欧元(五百万欧元); 承保范围必须延展到包括产品召回费用, 赔偿限额为300万欧元(三百万欧元), 但供应商的责任不应限于保险承保的金额。供应商将根据买方的要求, 每年向买方提供一份本保险的货币凭证, 其中特别注明所需承保的部分。
- 12 质量、环境和文件**
12.1 在交货时, 供应商必须遵守普遍接受的技术规则和不时适用的安全法规。如果我方向供应商提供了图纸、样品或其他规定或文件的, 则供应商必须遵守这些文件中关于所交付项目的设计和特性的规定。供应商变更交付项目或已批准的生产过程, 或将其迁移到其他地方, 均需及时向我方发出书面通知, 并事先获得我方的明确书面同意。
12.2 供应商应根据我方的期望, 并基于IATF16949、ISO14001和ISO45001的不时适用版本, 维护或制定质量、健康、安全和环境方面的管理体系。经我方事先审核后, 可批准认证机构或第三方认证的证书和同等的质量管理体系。供应商应将当前证书的副本添加到供应商门户, 并应在有效期到期后, 在没有被特别要求的情况下更新该证书。如果证书被撤销, 供应商必须及时通知我方。

- so. The Supplier must promptly notify us if the certificate is revoked.
- 12.3 Prototyping will be performed in accordance with “Quality Assurance of Supplies” (VDA Document, Volume 2) and/or according to PPAP, in their most current versions. In addition to prototyping as well as for relevant modifications of serial parts, the Supplier must enter all material data in the material database IMDS (International Material Data System: <http://www.mdssystem.com>); the approved and accepted IMDS entry of all relevant material data is part of and prerequisite for approval.
- 12.4 Regardless of a successful sampling, the Supplier must constantly check the quality of delivery items and must perform re-qualification tests on a regular basis. The contractual partners must keep each other informed of the possibilities of further quality improvement.
- 12.5 The Supplier shall comply with any applicable environmental protection laws and standards and ensure that all statutory and branch-specific declaration requirements and prohibitions of use are complied with. In particular legal requirements of the country of manufacture, place of delivery and if communicated place of use shall be taken into account. Continuous improvement of operational environmental protection and the avoidance of environmental pollution shall be ensured systematically according to generally accepted rules.
- 12.6 The Supplier shall be obligated to comply with the requirements of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council dated 18 December 2006, concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). Products that do not fully comply with the requirements of REACH must not be supplied to us. Additionally to REACH the Supplier shall also comply with the requirements of Regulation 2011/65/EU concerning the Restriction of (the use of certain) Hazardous Substances in electrical and electronic Equipment (RoHS) and with Conflict Minerals for worldwide deliveries. Products that do not fully comply with those requirements must not be supplied to us.
- 12.7 MANN+HUMMEL will send out standard letters regularly to relevant Suppliers asking the confirmation for compliance with the above enumerated regulations. The Supplier shall promptly respond to these letters.
- 12.8 The Supplier shall put the same obligations on his subcontractors in accordance with the above provisions.
- 13 **Industrial Property Rights (IPR)**
- 13.1 The Supplier warrants that he will not infringe any registered industrial property rights (e.g. patents, trademarks, designs or utility models), copyrights or any other third party rights by selling and providing the supplied products to us as contractually agreed. The Supplier shall fully indemnify us against any and all third-party claims resulting from the use or infringement of such rights.
- 13.2 The Parties shall promptly notify each other of any infringement or alleged infringement they become aware of and to give each other the opportunity to counter any such claims.
- 14 **Retention of Title**
- In no event do we accept or acknowledge any retention of title – whether extended or prolonged - by the Supplier.
- 15 **Confidentiality**
- 15.1 The Supplier shall treat any information, formulas, drawings, models, tools, technical records, procedural methods, software and other technical and commercial knowhow made available by us or acquired through us, as well as any related work results (hereinafter “Confidential Information”) strictly confidential towards third parties. The Supplier may only use the Confidential Information in its own business for purposes of performing deliveries to us and may only make it available to such persons who need to have access to it in connection with our business relation and are bound by a
- 12.3 原型制作将根据《供应品质保证》(VDA文件, 第2卷)和/或根据最新版本的生产件批准程序进行。除了原型制作以及系列零件的相关修改之外, 供应商必须将所有材料数据输入材料数据库IMDS(国际材料数据系统: <http://www.mdssystem.com>); 所有相关材料数据录入国际材料数据系统得到批准和接受, 是批准的一部分和前提条件。
- 12.4 无论抽样成功与否, 供应商都必须经常检查交货物品的质量, 并定期开展再合格性测试。合同伙伴必须相互告知进一步提高质量的可能性。
- 12.5 供应商应遵守任何适用的环境保护法律和标准, 并确保遵守所有法定的和特定于部门的声明要求和禁用规定。特别是, 应考虑到制造国、交货地点和使用地点(如果通知)的法律要求。应根据普遍接受的规则, 系统地确保持续改进作业环境保护和避免环境污染。
- 12.6 供应商有义务遵守欧洲议会和理事会2006年12月18日关于《化学品注册、评估、授权和限制》的(EC)第1907/2006号法规的要求。不得向我方供应不完全符合《化学品注册、评估、授权和限制》要求的产品。除《化学品注册、评估、授权和限制》外, 供应商还应遵守2011/65/EU法规中关于限制电气和电子设备中(使用某些)危险物的要求, 以及全球交付的冲突矿物的要求。不得向我方供应不完全符合这些要求的产品。
- 12.7 曼胡默尔将定期向相关供应商发出标准信函, 要求其确认遵守上述规定。供应商应及时回复这些信函。
- 12.8 供应商应按照上述规定使其分包商承担同样的义务。
- 13 **工业产权(IPR)**
- 13.1 供应商保证其按照合同约定向我方销售和提供所供应的产品不会侵犯任何已注册的工业产权(如专利、商标、外观设计或实用新型)、版权或任何其他第三方权利。对于因使用或侵犯此类权利而引起的任何及所有第三方索赔, 供应商应向我方作出全额赔偿。
- 13.2 双方应立即通知对方其所获悉的任何侵权或被指控的侵权行为, 并给予对方反驳任何此类索赔的机会。
- 14 **保留所有权**
- 在任何情况下, 我方均不接受或承认供应商对所有权的任何保留, 无论是延展还是延长。
- 15 **保密**
- 15.1 供应商应将我方提供的或通过我方获得的任何信息、公式、图纸、模型、工具、技术记录、程序方法、软件和其他技术和商业专有技术, 以及任何相关的工作成果(以下简称“保密信息”), 对第三方严格保密。供应商只能出于向我方交付货物的目的而在其自身业务中使用保密信息, 并且只能将保密信息提供给与我方的业务关系有关而需接触保密信息并受相应保密义务约束的人员。如果供应商无法证明该保密信息在其获取时已为其所知或已进入公共领域, 或后来在非供应商过错的情况下公之于众, 则本规定应在我方的业务关系结束之后继续适用。

- respective confidentiality obligation. This provision shall apply beyond the duration of our business relation if and to the extent the Supplier is unable to prove that the Confidential Information was known to him or was in the public domain already at the time it was acquired or was later made public without the Supplier's fault.
- 15.2 We retain title to any documents (e.g. drawings, figures, test specifications), samples, models etc. made available by us to the Supplier in the course of the business relation, they shall be returned to us or destroyed at the Supplier's cost upon our request at any time, but no later than upon termination of the business relationship (including any copies, extracts and replicas). The Supplier does not have any right of retention in relation to Confidential Information.
- 15.3 The disclosure of Confidential Information does not establish any industrial property rights, rights to knowhow or copy-rights of the Supplier and does not constitute a prior publication or right of prior use according to the applicable patent, design and utility model laws. Any kind of license is subject to a written agreement.
- 16 **Code of Conduct for Suppliers**
The Supplier shall observe the MANN+HUMMEL Code of Conduct when performing their deliveries and services. The Supplier undertakes to safeguard human rights, comply with labor standards, applicable data protection regulations and not to tolerate discrimination or forced/child labor. The Supplier confirms that it does not tolerate any form of corruption or bribery. The Supplier will also require its subcontracted Suppliers to comply with the Code of Conduct. The MANN+HUMMEL Code of Conduct can be accessed at www.mann-hummel.com/coc. If the Supplier culpably infringes these obligations then, without prejudice to other claims, MANN+HUMMEL shall be entitled to terminate the contract.
- 17 **Data Protection**
17.1 The contracting parties may provide each other with personal data in the course of the performance during the contractual relationship. The processing and transfer of which will be done in accordance with applicable data protection law. Each contractual party is a data controller in respect of personal data processing.
17.2 The Supplier is obliged to comply with data protection regulations in its deliveries and services. In particular it will oblige its employees to maintain data confidentiality according to applicable data protection law, if these employees have access to personal data.
17.3 If personal data are collected, processed or used by the Supplier on behalf of MANN+HUMMEL or if personal data are accessible in the context of the performance of the contractual relationship an additional data protection contract has to be concluded if needed by applicable data protection law.
17.4 Further information by MANN+HUMMEL regarding personal data processing of Suppliers are accessible under www.mann-hummel.com/dataprocessing
- 18 **General Provisions**
18.1 If any of the provisions contained in these Terms and Conditions and other agreements are or become invalid, it shall not affect the validity of the remaining contract. The Parties shall replace such invalid provision with a valid provision that best reflects the economic success of the invalid provision.
18.2 In the event of any discrepancy between the English original version of these Terms and Conditions of Purchasing and any foreign language translation, the English version prevails.
18.3 The place of performance for all deliveries shall be the place indicated in the Order.
18.4 Unless otherwise agreed, the local laws of the purchasing company should be the governing law. Application of the
- 15.2 我方保留对在业务关系过程中由我方提供给供应商的任何文件（如图纸、图形、测试规范）、样品、模型等的所有权，上述文件（包括任何副本、摘录和复制品）应在我方的要求下，随时（但不迟于业务关系终止时）退还给我方或销毁，费用由供应商承担。供应商不得通过任何形式保留/保存保密信息。
- 15.3 保密信息的披露并不确立供应商的任何工业产权、专有技术或版权，也不构成适用的专利法、外观设计法和实用新型法规定的在先公布或在先使用权。任何种类的许可都要以书面协议为准。
- 16 **供应商行为准则**
供应商在提供交付和服务时应遵守《曼胡默尔行为准则》。供应商承诺维护人权，遵守劳工标准和适用的数据保护法规，不容忍歧视或强迫劳动/童工。供应商确认，其不容忍任何形式的腐败或贿赂。供应商还将要求其分包供应商遵守《行为准则》。《曼胡默尔行为准则》可在 www.mann-hummel.com/coc 查阅。如果供应商违反了这些义务，在不影响其他索赔的情况下，曼胡默尔有权终止合同。
- 17 **数据保护**
17.1 合同双方可以在合同关系存续期间的履行过程中互相提供个人数据。个人数据的处理和转移将根据适用的数据保护法进行。就个人数据处理而言，合同双方均为数据管制人。
17.2 供应商有义务在其交付和服务中遵守数据保护法规。特别是，如果雇员能够接触到个人数据，则供应商将要求雇员根据适用的数据保护法对数据进行保密。
17.3 如果供应商代表曼胡默尔收集、处理或使用个人数据，或者如果在履行合同关系的过程中可以接触个人数据，则根据适用的数据保护法的需要，必须另外签订数据保护合同。
17.4 更多有关曼胡默尔提供的关于供应商个人数据处理的信息，请参阅：www.mann-hummel.com/dataprocessing
- 18 **一般规定**
18.1 如果本条款和条件及其他协议中包含的任何条款无效或失效，合同其余部分的有效性不受影响。双方应以最能反映无效条款的经济成就的有效条款取代该无效条款。
18.2 如果本采购条款和条件的英文原版与任何外文译文有任何不一致之处，以英文版为准。
18.3 所有交付的履行地点应为订单上注明的地点。
18.4 除非另有约定，买方的当地法律应作为管辖法律。排除适用1980年4月11日《联合国国际货物销售合同公约》。

**Terms and Conditions of Purchasing of the MANN+HUMMEL
Group for Production Material – Region Europe and Asia Pacific /
曼胡默尔集团生产性材料采购条款和条件 – 欧洲和亚太地区**



United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods shall be excluded.

18.5 The place of jurisdiction shall be the place of the registered office of the purchasing MANN+HUMMEL Company. However, we have the right to file claims against the Supplier also at the place of his registered office.

18.5 司法管辖地应为买方注册地法院。但是，我方也有权在供应商的注册登记地向供应商起诉。

These Terms and Conditions of Purchasing are the basis of the supply relationship existing with you and shall apply to all of your deliveries and services with immediate effect.

Please confirm these conditions for us by returning the signed document to us.

Please contact your responsible purchaser at MANN+HUMMEL if you have any queries.

Supplier hereby acknowledges to have received and accepted our current Terms and Conditions of Purchasing for Production Material.

Place, date

Signature Supplier and Company stamp

Company name

本采购条款和条件是与您存在的供应关系的基础，并应立即适用于您的所有交付和服务。

请签署文件并寄回我方，以示贵方确认这些条件。

如有任何疑问，请联系曼胡默尔负责采购人员。

供应商在此确认已收到并接受我方现行的生产性材料采购条款和条件。

地点、日期

供应商签字及公司盖章

公司名称