

1. Definitions

定义

- 1.1. Terms which are capitalized in these General Terms of Purchase have the following meanings:
- 本通用采购条款中的下列术语应具有如下含义：
- (a) “Affiliate” means a corporation or other business entity Controlled by, Controlling or under common Control with a Party;
“关联方”系指受一方控制、控制一方或与一方同受他方控制的公司或其他商业实体；
- (b) “Agreement” means any agreement between Purchaser and Supplier, including any amendment, addition or annexes thereto, that is entered into as set forth in article 2;
“协议”系指买方和供应商根据第 2 条的规定签订的任何协议，包括该协议的任何修订、补充或附件；
- (c) “Confidential Information” means all information disclosed by, or on behalf of, one Party to the other Party, whether orally or in writing, that is designated as confidential or can reasonably be assumed to be confidential given the nature and character of the information and the circumstances of the disclosure. Confidential information in any case includes the contents and existence of the Agreement and the business relationship between the Parties, personal details and technical information, including architecture matters, setup documents, systems documentation, proprietary or confidential information of third parties, documents, data, prototypes, ideas, inventions, processes, know-how, plans, or financial information. Confidential Information shall also include items such as wafers, designs, drawings, and samples;
“保密信息”系指一方自行或由他方代表以口头或书面形式向另一方披露的，被指定为具有保密性或考虑到相关信息的性质和特征及披露的情形可合理假定具有保密性的所有信息。在任何情况下，保密信息包括协议的内容和存在、双方之间的业务关系、个人详情和技术信息，包括建筑事项、设置文件、系统文档、第三方的专有信息或保密信息、文件、数据、原型、想法、发明、流程、专有技术、计划或财务信息。保密信息还应包括晶圆、设计、图纸和样品等项目；
- (d) “Control” (respectively “Controlling” or “Controlled”) means (i) that more than 50% of the controlled entity’s shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity, or (ii) the power to direct or cause the direction of the management and policies of a person;
“控制” (“控制”或“受控制”) 系指(i)控制实体直接或间接地拥有或控制受控制实体超过 50%的股份或代表该实体决策权的所有者权益，或(ii)指导或责成他人指导相关主体的管理和政策的权力；
- (e) “Creation” means any inventions, ideas, discoveries, designs, improvements, materials, works of authorship or any other subject matter in any form, including drawings, texts, models, manuals, samples, aids, calculations, software, matrices, moulds, other documents and data as well as any applications thereof, capable of protection by Intellectual Property Rights;
“创造”系指受知识产权保护的任何形式的任何发明、想法、发现、设计、改进、材料、原创作品或任何其他主题事项，包括图纸、文字、模型、手册、样品、辅助工具、计算、软件、铸模、模具、其他文件和数据以及前述各项的应用；
- (f) “Defect” means any deviation in the Goods and/or Services compared with the Specification, its intended use, or any other incorrect functioning of part or all of the Goods or Services;
“缺陷”系指货物和/或服务不符合规格及其预期用途的任何情况，或者货物或服务的全部或部分的任何其他错误运行；
- (g) “Goods” means all items supplied or to be supplied to Purchaser by Supplier in the implementation of an Agreement, including software and hardware;
“货物”系指供应商在协议执行期间向买方供应的所有项目，包括软件和硬件；
- (h) “Intellectual Property Rights” means all patent rights (including reissues, divisions, continuations and extensions thereof), copyrights, moral rights, trademark rights, trade name rights, service mark rights, design rights, rights to utility models, trade secret rights, database rights, mask work rights, neighboring rights, and any other form of protection afforded by law to Creations;
“知识产权”系指法律向创造提供的所有专利权 (包括专利权的再颁、分割、连续和延期)、著作权、著作人身权、商标权、商号权、服务标志权、设计权、实用新型权利、数据库权利、掩膜作品权利、类似权利及任何其他形式的保护；
- (i) “Lumileds” means Lumileds Holding B.V. ;
“亮锐”系指 Lumileds Holding B.V. ;
- (j) “Lumileds Property” means any machinery, tools, drawings, specifications, technology, software, raw materials, deliverables and any other property or materials, which Purchaser makes available to Supplier under the Agreement;
“亮锐财产”系指买方在协议项下向供应商提供的任何机器、工具、图纸、规格、技术、软件、原材料、交付物及任何其他财产或材料；
- (k) “Open Source Software” means any software programs which are licensed under any form of open-source license meeting the Open Source Initiative’s Open Source Definition (www.opensource.org/docs/definition.php);
“开源软件”系指在符合开放源码促进会的开放源码定义 (www.opensource.org/docs/definition.php) 的任何形式的开放源码许可下许可的任何软件程序；
- (l) “Order” means a written confirmation of an order;
“订单”系指对订购的书面确认；

- (m) “Party” or “Parties” means Purchaser, Supplier, each or both of them, as the context may require;
“一方”或“双方”系指买方和供应商的单独或合称，视上下文要求而定；
- (n) “Purchaser” means an entity (either Lumileds, Lumileds LLC or a Lumileds Affiliate) that enters into an Agreement with Supplier;
“买方”系指与供应商签订协议的实体 (亮锐、Lumileds LLC 或亮锐的关联方)；
- (o) “Services” means all services performed by Supplier for or on behalf of Purchaser in the implementation of the Agreement, whether or not in connection with the supply of Goods;
“服务”系指供应商在协议执行期间代表客户执行的所有服务，无论该等服务是否与货物的供应有关；
- (p) “Specification” means a description of the Goods and/or Services ordered by Purchaser, as stated or referred to in the Agreement. In the absence of such a description, that which is customary between the Parties or, failing that, that which is customary in the industry in which Supplier and/or Purchaser operate shall apply;
“规格”系指协议中说明或提及的对买方订购的货物和/或服务的描述。如不存在上述描述，则应适用双方的惯例，或者如不存在该惯例，则应适用供应商和/或客户所处行业的惯例；
- (q) “Supplier” means each person or entity (including, where relevant, its Affiliate(s)) that enters into an Agreement with Purchaser.
“供应商”系指与买方签订协议的每一人士或实体 (在相关的情况下包括其关联方)。

2. Formation of the Agreement

协议的订立

- 2.1. These General Terms of Purchase apply to any Agreement and all other legal relationships between Purchaser and Supplier connected with the purchase by Purchaser of Goods and/or Services from Supplier. Unless explicitly agreed otherwise in writing, these General Terms of Purchase shall take precedence over any other communication, offer, or agreement (oral or in writing) between the Parties relating to the subject matter hereof. The Parties agree that the applicability of the confidentiality provisions of article 19 shall be subject to any existing non-disclosure agreement(s) and/or confidentiality agreements between the Parties covering Confidential Information and/or confidentiality of the subject matter hereof which shall be deemed to take precedence over and supersede any inconsistent provisions set forth herein.

本通用采购条款适用于任何协议及买方与供应商之间与买方从供应商购买货物和/或服务相关的所有其他法律关系。除非另有明确书面协议，否则本通用采购条款应优先于双方之间与本通用采购条款的主题事项相关的任何其他 (口头或书面的) 通信、要约或协议。双方同意，第19条的保密条款的适用性应限于双方之间现有的、涉及保密信息和/或本通用采购条款的主题事项的保密性的任何不披露协议和/或保密协议，该等协议应被视为优先于并取代本通用采购协议所载的任何不一致的规定。

- 2.2. An offer, price quotation or other proposal issued by Supplier shall be irrevocable and valid for a minimum of ninety (90) days. The costs incurred in issuing an offer, price quotation or other proposal shall be for the account of Supplier.
供应商出具的要约、报价单或其他建议书不可撤销，其有效期至少为九十 (90) 天。出具上述要约、报价单或其他建议书的成本由供应商承担。
- 2.3. An Agreement shall be concluded when the irrevocable offer by Supplier is accepted by Purchaser by sending an Order to Supplier or by an agreement signed by both Parties.
当买方通过向供应商发送订单或通过双方签署的协议就供应商不可撤销的要约作出承诺时，协议订立。
- 2.4. Upon execution of an Agreement, Supplier will be bound to perform the Services and provide the Goods described in that Agreement, and Purchaser will be required to pay the specified fees, subject to the terms and conditions of the Agreement.
在协议签署时，受限于协议的条款和条件，供应商将有义务执行协议中说明的服务并提供协议中说明的货物，并且买方将需要支付规定的费用。
- 2.5. If Supplier performs a service or delivers a product (or makes preparations to that end) before an Agreement has been concluded, this shall be entirely for Supplier’s own account and risk.
如果供应商在协议订立之前执行服务或交付产品 (或为该目的进行准备)，供应商应自行承担全部责任和风险。
- 2.6. For the purposes of each Agreement, only the Purchaser which executed the Agreement will incur any obligation or liability to Supplier under that Agreement.
为每一协议之目的，只有签署协议的买方会在该协议下发生对供应商的任何义务或责任。

3. Delivery, delivery time and storage

交付、交付时间和储存

- 3.1. Supplier must deliver and/or perform the Goods and/or Services within the agreed periods or at the agreed times. Time is of the essence and all agreed dates and periods are strict and final deadlines.
供应商必须在约定的期限内或在约定的时间交付和/或执行货物和/或服务。时间至关重要，所有约定的日期和期限都为严格、最终的最后期限。
- 3.2. In the event that Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations under the Agreement, Supplier shall promptly notify Purchaser in writing.

- 如果供应商预计遵守任何交付日期或其下任何其他义务存在困难，供应商应立即书面通知买方。
- 3.3. All Goods shall be delivered FCA (as defined in the Incoterms 2010) on the address which shall be determined by Purchaser. In the event any applicable Incoterms deviate from these General Terms of Purchase, the Order shall take precedence.
所有货物都应按照FCA术语（定义见《2010年国际贸易术语解释通则》）交付至买方确定的地址。如果任何适用的国际贸易术语与本通用采购条款不一致，则以订单为准。
- 3.4. At delivery Supplier shall deliver the Goods, provide Purchaser with copies of all applicable licenses, a specified packing list and with all information and instructions necessary for proper and safe use.
在交付时，供应商应交付货物，向买方提供所有适用许可证的副本、一份详尽的装箱单以及适当、安全使用货物所需的所有信息和说明。
- 3.5. Purchaser is entitled to refuse and return at Supplier's risk and expense (i) partial deliveries, (ii) deliveries before the agreed delivery date, or (iii) in case Supplier has violated one of its obligations as stipulated in article 3.4.
买方有权拒收并返还（由供应商承担相关风险和费用）：(i)部分交付，(ii)在约定的交付日期之前的交付，或(iii)如果供应商违反了第3.4条规定的任何义务。
- 3.6. All Goods shall be kept individually and separately from other goods, materials, raw materials, semi-manufactured products and shall be easily identifiable.
所有货物都应单独存放，与其他货物、材料、原材料和半成品分离，并应容易辨识。
- 3.7. Supplier shall always be responsible for any loss or damage due to its failure to properly preserve, package, handle (before delivery as per the applicable Incoterm) or pack the Goods.
供应商应始终负责因其未能适当保存、包装、处理（在根据适用的国际贸易术语交付之前）或装箱货物引起的任何损失或损害。
- 4. Transfer of title and risk; right of retention**
所有权和风险的转移；保留权
- 4.1. The title to the Goods transfers to Purchaser when the Goods are delivered to Purchaser at the agreed delivery address in accordance with the agreed Incoterm. Supplier guarantees that the full and unencumbered title to the Goods is transferred. 当货物根据约定的国际贸易术语在约定的交付地点交付给买方时，货物的所有权转移至买方。供应商保证，其将向买方转移货物的全部、无权利负担的所有权。
- 4.2. Supplier bears the risk of damage to or loss of the Goods until such time as they have been accepted in accordance with article 6 or, where acceptance fails to take place, during a reasonable time after delivery in accordance with article 3. If installation or assembly by Supplier has been agreed, the risk remains with Supplier until the installed or assembled Goods have been accepted by Purchaser in accordance with article 6, or until the Goods have been put into use by or on behalf of Purchaser.
供应商应在买方根据第6条验收货物之前承担货物损害或损失的风险，或者在验收未发生的情况下，供应商应在货物根据第3条交付后的合理期限内承担货物损害或损失的风险。如果双方已就供应商进行安装或组装达成协议，则相关风险仍应由供应商承担，直至买方已根据第6条验收安装或组装的货物，或者买方已自行或由他方代表将货物投入使用。
- 4.3. Supplier has no right of retention or right of suspension in relation to the Goods and/or Services.
供应商不享有与货物和/或服务相关的任何保留权或中止权。
- 5. Inspection and Testing**
检验和测试
- 5.1. Supplier acknowledges that Purchaser cannot be expected to inspect the delivered Goods on an individual basis, considering the nature and quantity of the Goods. Purchaser may carry out a representative acceptance test - in line with common practice in the industry in which Supplier and/or Purchaser operate. The outcome of any acceptance test will be binding with respect to the assessment of the quality and/or quantity of the whole delivery, without further inspection.
供应商确认，考虑到货物的性质和数量，买方预期无法逐个检验交付的货物。买方可按照供应商和/或买方所处行业的一般惯例执行代表性验收测试。对于交付的全部货物的质量和/或数量的评估，任何验收测试的结果都具有约束力而无需进一步进行检验。
- 5.2. Purchaser may, at any time, inspect the Goods or the manufacturing process for the Goods. If any inspection or test by Purchaser is made on the premises of Supplier, Supplier shall provide reasonable facilities and assistance for the safety and convenience of Purchaser's inspection personnel or any third party designated by Purchaser. For the avoidance of doubt, such right of inspection is without any prejudice to Purchaser's right to audit as set forth in article 16.
买方可随时检验货物或货物的制造流程。如果买方的任何检验或测试在供应商的场所进行，供应商应为买方检验人员或买方指定的任何第三方的安全和便利提供合理的设施和协助。为避免疑义，上述检验权不减损第16条规定的买方的审计权。
- 6. Acceptance**
验收
- 6.1. After correct delivery and, where applicable, installation of the Goods, an acceptance period of thirty (30) days shall commence, in which an acceptance test is carried out. 在货物正确交付和（如适用）安装后应开始为期三十（30）天的验收期。买方应在上述验收期内进行验收测试。
- 6.2. Purchaser shall not withhold acceptance in the case of a Defect that is so minor that it does not impede the intended use of the Goods by Purchaser, without detracting from Supplier's obligation to rectify this Defect free of charge.
如果货物存在不妨碍买方对货物的预期使用的微小缺陷，买方不得拒绝验收货物，但本规定不减损供应商免费纠正该缺陷的义务。
- 6.3. Acceptance of the Goods can only be demonstrated by the issue of a written acceptance certificate by Purchaser (which for the avoidance of doubt includes email) or by the fact that Purchaser puts the Goods into use.
对货物的验收仅可由买方出具书面验收证明（为避免疑义，包括电子邮件）或买方将货物投入使用这一事实证明。
- 6.4. The Acceptance of Services is deemed to have taken place when Purchaser has declared its approval of the Services performed on the basis of the Specification.
当买方声明其已批准根据规格执行的服务时，应视为已发生对服务的验收。
- 6.5. Acceptance of Services by Purchaser can only be demonstrated by the issue of a written acceptance certificate by Purchaser, unless Parties have agreed otherwise in writing for particular Agreements or Services.
买方对服务的验收仅可通过买方出具书面验收证明的方式证明，除非双方就特定协议或服务另有书面协议。
- 6.6. Purchaser shall not be liable for any payment of Goods and/or Services until these have been accepted as set forth in this article 6.
在货物和/或服务已根据本第6条验收之前，买方无责任为货物和/或服务支付任何款项。
- 6.7. The acceptance or non-acceptance by Purchaser of the Goods and/or Services within the meaning of this article 6 does not release Supplier from any obligation, guarantee or liability pursuant to these General Terms of Purchase or the Agreement.
本第6条规定的买方对货物和/或服务的验收或不接受不得使供应商免于根据本通用采购条款或协议承担任何义务、保证或责任。
- 7. Warranty**
保证
- 7.1. Supplier guarantees that the Goods it delivers and/or the Services it performs are sound, which shall at a minimum entail that:
供应商保证，其交付的货物和/或执行的服务情况良好，并且应至少满足下列要求：
- (a) Goods are supplied and/or Services rendered in accordance with the requirements of good workmanship and in accordance with all applicable law;
供应商根据良好工艺的要求并按照所有适用法律供应货物及/或提供服务；
- (b) Goods and/or Services are appropriate for the purpose for which the Agreement was concluded and have the promised and expected characteristics;
货物和/或服务适合订立协议的目的，并具有承诺的预期特征；
- (c) Goods are new, of good quality and free from Defects as regards the design, processing, manufacture, construction and dimensioning, and also offer the due standard of safety;
货物崭新、质量良好，不存在设计、加工、制造、建造和尺寸方面的缺陷，并提供了适当的质量标准；
- (d) Goods and/or Services are in accordance with the Specification and are free of Defects;
货物和/或服务符合规格且不存在缺陷；
- (e) all applicable national and international regulations relating to the Goods and their packaging and/or to the Services have been observed, and that all Goods have been designed, manufactured and delivered in compliance with all applicable laws (including labor laws), and the then current Supplier Sustainability Declaration which can be found at www.lumileds.com/uploads/564/ED38-pdf;
与货物及其包装和/或服务相关的所有适用的国内及国际法规均已遵守，并且所有货物的设计、制造和交付均遵照所有适用法律（包括劳动法律）进行。现行的供应商可持续性声明可访问下列网址获取：
www.lumileds.com/uploads/564/ED38-pdf；
- (f) Goods and/or Services including all its packaging and components supplied to Purchaser comply with the Regulated Substances List (RSL), which can be found at: www.lumileds.com/uploads/563/ED37-pdf or will be sent to Supplier upon its first written request. Supplier shall furnish to Purchaser any information required to enable Purchaser to comply with such laws, rules, and regulations in its use of the Goods and Services. Supplier shall, upon request of Purchaser, register and use BOMcheck (www.bomcheck.net) or IMDS for automotive supplies (www.mdssystem.com) to make substance compliance declarations including ROHS, REACH and other applicable regulatory requirements by making declarations in BOMcheck or IMDS to fully comply with the Purchaser RSL, unless agreed otherwise in writing. Supplier shall also adhere to future RSL changes following notification from BOMcheck or other non-registered correspondence and is and will be fully compliant with the updated Purchaser RSL within three (3) months of receiving the notification, unless agreed otherwise in writing. Purchaser may reject deliveries that do not comply with these requirements;
向买方供应的货物和/或服务（包括其所有包装和组件）均遵守管控物质清单，该清单可访问下列网址获取：www.lumileds.com/uploads/563/ED37-pdf，或将一给供应商书面要求即发送给供应商。供应商应向买方提供为使买方能够在使

- 用货物和服务的过程中遵守上述法律、法规和规章而需要的任何信息。除非双方另有书面协议，否则在买方要求时，供应商应在 BOMcheck (www.bomcheck.net) 或汽车用品 IMDS (www.mdsystem.com) 注册，并通过在 BOMcheck 或 IMDS 发表声明的方式使用 BOMcheck 或 IMDS 进行物质合规声明，包括 ROHS、REACH 和其他适用的监管要求，以全面遵守买方的管控物质清单。除非双方另有书面协议，否则供应商还应在收到 BOMcheck 的通知或其他未登记的通信后遵守管控物质清单将来发生的变更，并应在收到通知后的三 (3) 个月内全面遵守更新的买方管控物质清单。买方可拒收不符合上述要求的交付；
- (g) unless Purchaser has agreed otherwise in writing, Goods shall not include any Open Source Software.
- 除非买方另行书面同意，否则货物不得包括任何开源软件。
- 7.2. Goods and/or Services are in all cases regarded as not sound within the meaning of article 7.1 if Defects are discovered within thirty-six (36) months of delivery, unless the Defects are attributable to Purchaser.
如果在交付后的三十六 (36) 个月内发现缺陷，则货物和/或服务在所有情况下都不得被视为第7.1条所述的情况良好，但缺陷因买方原因引起的除外。
- 7.3. Defects that are discovered within thirty-six (36) months of delivery shall be corrected immediately and completely by Supplier free of charge. Correction may entail, to be decided at Purchaser's sole discretion and without prejudice to any of Purchaser's rights, the replacement of the Goods (or parts thereof), re-execution of the Services in question, or a (partial) refund of the affected Goods and Services. Additional costs, such as those for dismantling, transport and reassembly, shall also be borne by Supplier.
供应商应立即、完全地免费补救在交付后三十六 (36) 个月内发现的缺陷。根据买方依其单独裁量作出的决定，在不减损买方的任何权利的前提下，上述补救可能需要替换货物 (或部分货物)、重新执行相关服务或就受影响的货物和服务 (部分) 退款。额外的费用 (例如分解、运输和重新组装的费用) 也应由供应商承担。
- 7.4. With respect to any Defects that have been corrected or Services that have been performed again, a new warranty period as described in article 7.3 commences.
对于已经补救的任何缺陷或已经再次执行的服务，应根据第7.3条开始新的保证期。
- 7.5. If necessary for the continuity of Purchaser operations and if Supplier is not able itself to repair or replace the Goods immediately and/or perform replacement Services, Purchaser shall be entitled to carry out (or arrange) temporary repairs or perform (or arrange) replacement Services at the expense of Supplier.
在买方持续其经营活动所必需且供应商无法自行立即修理或替换货物及/或执行替代服务的情况下，买方有权进行 (或安排进行) 临时修理，或执行 (或安排执行) 替代服务，相关费用由供应商承担。
- 8. Prices**
价格
- 8.1. All prices shall be fixed prices, not subject to price adjustments and exclusive of taxes.
所有价格均为固定价格，该等价格不得进行价格调整且不含税。
- 8.2. If the ordered Goods and/or Services rendered are subject to any taxes, Supplier may charge the relevant taxes, to Purchaser, which shall be paid by Purchaser in addition to the prices quoted. Supplier is responsible for the deduction of taxes paid by Purchaser to the relevant (tax) authorities.
如果订购的货物和/或提供的服务需缴纳任何税项，供应商可向买方收取相关税项，并且买方应在报价外支付该等税项。供应商负责向相关税务机关代缴买方支付的税项。
- 8.3. In case no price has been agreed, the price list of Supplier as effective at the time of the order shall apply. In the absence of a price list, the price generally charged for the ordered Goods and/or rendered Services shall apply.
如果双方未就价格达成协议，则应适用在订购时有效的供应商的价格清单。如果不存在上述价格清单，则应适用通常就订购的货物和/或提供的服务收取的价格。
- 8.4. Purchaser shall have the right to offset any amounts due by Purchaser to Supplier against amounts due by Supplier to Purchaser. Supplier shall have no rights to offset any amounts under the Agreement.
买方有权使用供应商应向买方支付的款项抵销买方应向供应商支付的任何款项。供应商无权抵销协议项下的任何款项。
- 8.5. Any license fees shall be included in the price, unless agreed otherwise in writing.
除非双方另有书面协议，否则价格包括任何许可费。
- 8.6. Supplier warrants that the prices are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar goods or services in similar quantities.
供应商保证，价格的优惠程度不低于供应商就数量近似的相同或相似的货物或服务向任何其他客户 (无论是政府客户还是商业客户) 提供的价格。
- 9. Payment**
付款
- 9.1. Supplier shall issue an invoice meeting all applicable legal and fiscal requirements and shall comply with Purchaser's instructions.

- 9.2. Unless agreed otherwise in writing, payment shall be made within ninety (90) days after end of month in which a correct and undisputed invoice has been received, being not prior to the date of delivery, and subject to the acceptance of the Goods and/or Services by Purchaser.
除非双方另有书面协议，否则买方应在其收到正确且无争议的发票之月结束后的九十 (90) 日内 (不早于交付日期) 进行付款，且付款应以买方验收货物和/或服务为前提。
- 9.3. Payment of any invoice shall not be interpreted as the recognition of the correct performance by Supplier of any of its obligations under any Agreement.
买方支付任何发票金额不得被解释为买方承认供应商正确履行了其在任何协议项下的任何义务。
- 9.4. The amounts due shall, unless agreed otherwise in writing, be paid by electronic funds transfer to Supplier's bank in Supplier's country for the account of Supplier. Purchaser shall be deemed to have performed any payment obligations when the respective sums due have been received by Supplier's bank.
除非双方另有书面协议，否则到期款项应通过电子资金转账的方式支付给在供应商所在国以供应商的名义开立的供应商银行账户。当供应商的开户行收到相关到期款项时，供应商应被视为已履行任何相关的付款义务。
- 9.5. Purchaser may suspend payment to Supplier upon notice if Supplier fails to fulfill any of its obligations under the Agreement.
如果供应商未能履行其在协议项下的任何义务，买方经通知可中止向供应商付款。
- 9.6. Supplier can only charge interest from Purchaser as set forth in this article 9.6 if Purchaser is in breach of its payment obligation and such breach remains uncured for thirty (30) days after being notified thereof in writing. Any applicable Interest shall be the aggregate of (i) LIBOR, being the London Interbank Offered Rate of interest per annum relative to the period as published by Bloomberg for relevant currency starting from the Due Date, and (ii) a margin of 3% per annum. Interest will be calculated on the basis of actual number of days elapsed, divided by 360 days.
供应商仅可在买方违反其付款义务，并且未能在收到书面违约通知后的三十 (30) 日内纠正该违约行为的情况下，根据本第9.6条的规定向买方收取利息。任何适用的利息应为以下各项之和：(i) LIBOR，即彭博公布的相关货币自到期日开始的伦敦银行间同业拆放利率的年利率，及(ii)每年3%的利差。利息将根据实际的逾期天数除以360天计算。
- 10. Ownership and Intellectual Property**
所有权和知识产权
- 10.1. All Lumileds Property and all rights therein shall be and remain the sole exclusive property of Purchaser or its respective licensors and shall be used solely for the purpose of fulfilling orders from Purchaser. Supplier shall treat such Lumileds Property properly, store it in such a way that it may be easily identified, keep it in good condition and return it promptly upon Purchaser's first request. Unless agreed otherwise, Supplier shall conclude and maintain sufficient insurance cover against loss and damage. Purchaser shall retain all rights in any Lumileds Property provided by or for Purchaser to Supplier. The use of such Lumileds Property for and/or by third parties is not permitted without prior written permission from Purchaser.
所有亮锐财产及其中的所有权利都应并为应持续为买方或其相关许可方独有、专属的财产，并且仅可为履行买方订单之目的使用。供应商应适当处理该等亮锐财产，以容易辨识的方式存放该等亮锐财产，保持该等亮锐财产的良好状态，并应一经买方要求立即即返还该等亮锐财产。除非另有协议，否则供应商应针对损失和损害订立并维持足够的保险。买方应保留由或为买方向供应商提供的任何亮锐财产的所有权利。未经买方事先书面许可，不得为及/或由第三方使用该等亮锐财产。
- 10.2. To the extent required for providing the Goods or rendering the Services, Supplier is hereby granted a strictly personal, non-transferrable, non-sublicensable and non-exclusive limited license to the Intellectual Property Rights in the Lumileds Property for the duration of the Agreement. Purchaser shall retain all rights in such Intellectual Property Rights.
在提供货物或提供服务所需的范围内，买方特此向供应商授予一项严格专属的、不可转让的、不可分许可的、非独占的有限许可，以在协议的期限内使用亮锐财产的知识产权。买方保留该等知识产权的所有权利。
- 10.3. The purchase of the Goods and/or Services shall confer on Purchaser and its Affiliates an irrevocable, world-wide, royalty-free and fully paid up, non-exclusive and perpetual license under all Intellectual Property Rights owned or controlled, directly or indirectly, by Supplier to use, make, have made, build-in, have built-in, market, sell, lease, license, distribute and/or otherwise dispose of the Goods and/or Services, including but not limited to machinery, tools, drawings, designs, software, demos, molds, specifications or pieces.
货物和/或服务的购买应就供应商为使用、制作或促使他方制作、建造或促使他方建造、营销、销售、租赁、许可、经销及/或以其他方式处置货物和/或服务而直接或间接拥有或控制的全部知识产权向买方及其关联方授予一项不可撤销的、全球范围的、无许可费且已全额缴款的、非独占的、永久的许可。上述知识产权包括但不限于机器、工具、图纸、设计、软件、示例、模具、规格或部件。
- 10.4. Purchaser is entitled to all Intellectual Property Rights in respect of (i) the Goods (ii)

the results of Services and (iii) any Creation, to the extent produced by Supplier specifically for Purchaser during the term of the Agreement. Supplier agrees to assign and hereby assigns any Intellectual Property Rights to Purchaser on the basis of these General Terms of Purchase. The transfer of these rights once they come into existence is accepted by Purchaser in advance. In so far as a further deed is required for the transfer of such rights to take place, Supplier authorizes Purchaser in advance to prepare such a deed and sign it on behalf of Supplier. Compensation for these rights is deemed to be included in the price.

在供应商在协议期限内专门为买方生产的范围内, 买方有权享有与下列各项相关的所有知识产权: (i) 货物, (ii) 服务的成果, 及 (iii) 任何创造。供应商同意并特此根据本通用采购条款向买方转让任何知识产权。买方提前接受在上述权利产生时即进行的该等权利的转让。如果发生该等权利的转让需要双方进一步签署契约, 供应商提前授权买方准备并代表供应商签署该契约。该等权利的补偿应被视为已包含在价格之内。

- 10.5. Supplier represents and warrants to Purchaser (i) that the Goods and Services do not and shall not, alone or in any combination, infringe or violate any patent, trademark, copyright (including portrait rights and moral rights), trade name, trade secret, license or other proprietary right of any other party (including Supplier's employees and subcontractors); (ii) that it holds all rights, title and interest necessary to license to Purchaser any Intellectual Property Right of every component of the Goods and/or Services provided to Purchaser, as a whole or as integrated part of another Good/Service, including but not limited to machinery, tools, drawings, designs, software, demos, molds, specifications or pieces; and (iii) that the Goods or Services are not the subject of any dispute concerning rights of third parties or otherwise unlawful in relation to third parties.

供应商向买方陈述并保证, (i) 货物和服务 (无论是单独的还是以任何组合的形式) 目前没有且不得侵犯或违反任何其他方 (包括供应商的员工和分包商) 的任何专利、商标、著作权 (包括肖像权和著作人身权)、商号、商业秘密、许可或其他专有权利; (ii) 其持有向买方许可其向买方提供的货物和/或服务的每一组件的任何知识产权所需的所有权利、所有权和权益, 无论该知识产权作为整体还是作为其他货物/服务的组成部分, 包括但不限于机器、工具、图纸、设计、软件、示例、模具、规格或部件; 及 (iii) 货物或服务并非涉及第三方权利的任何争议的对象, 亦不存在与第三方相关的其他违法事项。

- 10.6. Supplier will be liable for any claims made by any of its employees or contractors for additional compensation in view of the use made or value of Creations, Goods or Services, and will pay any amounts due under such claims directly to such relevant employees or contractors and shall indemnify and hold Purchaser harmless from any such claims.

对于供应商的任何员工或承包商因考虑到对创造、货物或服务的使用或创造、货物或服务的价值而提出的要求额外补偿的任何权利主张, 供应商应承担赔偿责任, 向该等相关员工或承包商直接支付在该等权利主张项下应付的任何金额, 并就任何该等权利主张向买方作出赔偿并使其免受损害。

- 10.7. Unless the inclusion of Open Source Software is specifically authorized in writing by duly authorized officers of Purchaser and unless otherwise stated in an Agreement, Supplier represents and warrants that the Goods do not include any portion of any Open Source Software. As used herein, "Open Source Software" shall mean:

除非买方的正式授权管理人员明确书面授权纳入开源软件, 并且除非协议中另有规定, 否则供应商陈述并保证, 货物不包括任何开源软件的任何部分。在本通用采购条款中使用的“开源软件”系指:

- (a) any software that requires as a condition of use, modification and/or distribution of such software, that such software:
- 作为使用、修改和/或分发相关软件的条件之一, 有下列要求的任何软件:
- (i) be disclosed or distributed in source code form;
该软件应以源代码的形式披露或分发;
- (ii) be licensed for the purpose of making derivative works;
该软件应为制作衍生作品之目的许可;
- (iii) may only be redistributed free from enforceable Intellectual Property Rights; and/or
该软件仅可在不含可强制执行的知识产权的情况下重新分发; 及/或
- (b) any software that contains, is derived from, or statically or dynamically links to, any software specified under article 10.7(a).
包括第 10.7(a) 条项下规定的任何软件、源自任何该等软件或与任何该等软件存在静态或动态关联的任何软件。

11. Intellectual Property Indemnification

知识产权赔偿

- 11.1. Supplier shall indemnify Purchaser against any claims or consequences of claims by third parties arising out of or in connection with an infringement or other unauthorized use of their Intellectual Property Rights in connection with the supplied Goods or Services. This indemnification concerns all damage and costs (including reasonable costs for legal assistance) that Purchaser suffers or incurs in connection with such a claim. Without prejudice to the above, at the request of Purchaser, Supplier shall defend Purchaser at its own expense in the case of proceedings brought against it, on condition that Supplier shall keep Purchaser appropriately, timely and fully informed during the proceedings and shall not acknowledge liability or reach an out-of-court settlement except with the prior written permission of Purchaser. Purchaser shall under no circumstances acknowledge liability or reach an out-of-court settlement without the prior permission of Supplier.

对于第三方提出的、因关于供应的货物或服务侵犯或以其他方式未经授权地使用该等第三方的知识产权引起的或与之有关的任何权利主张或权利主张的后果, 供应商应向买方作出赔偿。上述赔偿涉及买方就该等权利主张遭受或发生的所有损害和费用 (包括寻求法律协助的合理费用)。在不减损上述规定的前提下, 应买方要求, 供应商应在针对买方提起的诉讼中自费为买方抗辩, 条件是供应商应在该等诉讼期间适当、及时并全面通知买方, 并且不得在未提前取得买方书面许可的情况下承担责任或达成庭外和解。未经供应商事先许可, 买方在任何情况下都不得承担责任或达成庭外和解。

- 11.2. Purchaser shall notify Supplier immediately in writing of every action, claim or lawsuit of the kind referred to in article 11.1 and cooperate to a reasonable degree (at the expense of Supplier) and give reasonable access to all relevant information where there is a reasonable request by Supplier for the defense against the aforementioned action, claim or lawsuit. Supplier shall provide all assistance in connection with any such claim as Purchaser may reasonably require.

买方应将第11.1条所提及类别的每一诉求、权利主张或诉讼立即书面通知供应商, 并且在供应商就上述诉求、权利主张或诉讼的抗辩提出合理要求的情况下, 买方应在合理范围内配合供应商 (相关费用由供应商承担), 并允许供应商合理获取所有相关信息。供应商应提供买方合理要求的、与任何该等权利主张相关的所有协助。

- 11.3. If any Goods or Services supplied under the Agreement are held to constitute an infringement or if their use is enjoined, Supplier shall at the sole discretion of Purchaser and without prejudice to any of Purchaser's rights under the Agreement or applicable law:

如果在协议项下供应的任何货物或服务被认定为构成侵权, 或者该等货物或服务被禁止使用, 则在不减损买方在协议或任何适用法律项下的任何权利的前提下, 供应商应根据买方的单独裁量:

- (a) acquire the necessary rights of use for the Goods or Services;
取得相关货物或服务的必要的使用权;
- (b) modify the Goods or Services in question so that they no longer infringe the rights of third parties;
对相关货物或服务进行修改, 从而使该等货物或服务不再侵犯第三方的权利;
- (c) replace the Goods or Services in question with equivalent Goods or Services that do not infringe rights of third parties; or
使用不侵犯第三方权利的同等货物和服务替换相关货物或服务; 或
- (d) take back the Goods for a refund of the money paid for them or discontinue the Services with a refund for the remuneration paid for them.
收回货物并退还为货物支付的款项, 或终止服务并退还为服务支付的报酬。

12. Compliance with Laws

遵守法律

- 12.1. Supplier shall at all times comply with all applicable laws and regulations, including laws and regulations on anti-bribery, anti-trust, anti-corruption, environmental compliance, and export control and the Lumileds Code of Conduct (and/or any other Lumileds ethics and compliance policies) as it may be made available from time to time, and will not export or re-export, directly or indirectly, any Goods to any country for which an export license or other governmental approval is required, without first obtaining such license or approval. Supplier shall obtain all required export licenses or permits and shall provide Purchaser with all information required to enable Purchaser and its customers to comply with such laws and regulations.

供应商应始终遵守所有适用的法律法规, 包括关于反贿赂、反垄断、反腐败、环境合规和出口管制的法律法规, 以及买方不时提供的亮锐行为准则 (及/或亮锐的任何其他道德和合规政策), 并且不会在未首先取得相关许可证或批准的情况下直接或间接地向需要出口许可证或其他政府批准的任何国家出口或再出口任何货物。供应商应取得所有需要的出口许可或准许, 并向买方提供为使买方及其客户能够遵守该等法律法规所需的所有信息。

- 12.2. Supplier shall furnish to Purchaser any information required to enable Purchaser to comply with any applicable laws, rules, and regulations in its use of the Goods and Services, and agrees to inform Purchaser in writing whether or not the Goods and Services are US controlled and/or controlled under the export control laws of its own country, and if so, Supplier will inform Purchaser of the applicable export control classification number (ECCN) and the extent of the restrictions. Supplier agrees to notify Purchaser promptly of Supplier's receipt of any such notice of a violation of any export control related law, rule or regulation, which may affect Purchaser.

供应商应向买方提供为使买方在其使用货物和服务的过程中能够遵守任何适用的法律、法规和规章所需的任何信息, 并同意书面通知买方货物和服务是否在美国受管制及/或受其所在国的出口管制法律的管制, 并且在存在上述管制的情况下, 供应商将通知买方相关的出口限制分类编号 (ECCN) 以及限制的程度。供应商同意在收到可能影响买方的关于违反任何出口管制法律的任何通知后立即通知买方。

- 12.3. Supplier shall obtain all international and national export licenses or similar permits required under all applicable export control laws and regulations and shall provide Purchase with all information required to enable Purchaser to comply with such laws and regulations. Supplier agrees and warrants that it will comply with all applicable international and national export control laws and regulations and it will not export or re-export, directly or indirectly, any information, goods, software and/or technology to any country for which the European Union or the United States of

America or any other country, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval. If any, Supplier agrees to inform Purchaser about the extent of possible restrictions. Supplier shall maintain records in accordance with the export regulations and provide to Purchaser, upon request, documentation to demonstrate compliance with this article 12.3.

供应商应取得所有适用的出口管制法律法规项下要求的所有国际和国内的出口许可或类似准许，并向买方提供为使买方能够遵守该等法律法规所需的所有信息。供应商同意并保证，其将遵守所有适用的国际和国内出口管制法律法规，并且在未首先取得相关许可或批准的情况下，其不会直接或间接地向欧盟、美国或任何其他国家在出口或再出口发生时要求出口许可证或政府批准的任何国家直接或间接地出口或再出口任何信息、货物、软件 and/或技术。如果存在上述任何要求，供应商同意将可能存在的限制的程度通知买方。供应商应根据出口法规保留记录，并应在买方要求时向买方提供证明其遵守本第12.3条的文件。

- 12.4. Supplier shall not, without specific prior written Purchaser approval, directly or indirectly, cause the transfer, export, re-export or release of any Purchaser technology or software to anyone included on a U.S. government restricted party list, to China, Cuba, Iran, North Korea, Sudan, Syria, or to a foreign person (as defined in the U.S. export regulations) of any such countries. Approval must be obtained before any affected Supplier employee, agent or other personnel is placed in a position involving exposure to Purchaser technology or software.

在未取得买方事先特别同意的情况下，供应商不得直接或间接地，向在美国政府限制成员名单上的任何一员以及中国，古巴，伊朗，朝鲜，苏丹，叙利亚，或任何上述国家的外国人（定义见美国出口相关法规）转让，出口，再出口任何买方的科技或软件，或就该等科技或软件解除禁令。上述同意必须在供应商的任何相关员工，代理或其他人员可能接触买方科技或软件前获得。

- 12.5. Supplier agrees to indemnify and hold Purchaser harmless from any claims, liabilities, penalties and associated costs and expenses, which Purchaser may incur due to Supplier's non-compliance with applicable laws, rules and regulations as set forth in but not limited to article 12.1.

对于买方因供应商不遵守包括但不限于第12.1条所载的适用法律、法规和规章而可能发生的任何权利主张、责任、处罚及相关费用和支出，供应商同意向买方作出赔偿并使买方免受损害。

13. Customs Compliance

海关合规

- 13.1. On an annual basis, or upon earlier request of Purchaser, Supplier shall provide Purchaser with a supplier declaration of origin in relation to the Goods sufficient to satisfy the requirements of (i) the customs authorities of the country of receipt, and (ii) any applicable export licensing regulations. In particular, the declaration should explicitly mention whether the Goods, or part thereof, have been produced in the United States or originate in the United States. Dual-use Goods, or otherwise classified Goods supplied by Supplier should be clearly identified by their classification code.

供应商应每年或在买方提前要求时就货物向买方提供供应商原产地声明，该供应商原产地声明应足以满足(i)接收国海关的要求，及(ii)任何适用的出口许可法规的要求。特别地，该声明应明确指出货物或其任何部分是否在美国生产或来源于美国。供应商供应的双用途货物或以其他方式分类的货物应通过分类码明确识别。

- 13.2. For all Goods that qualify for application of Regional or Free Trade Agreements, General Systems of Preference or other preferential arrangements, it is the responsibility of Supplier to deliver products with the appropriate documentary evidence (e.g. Supplier's declaration, preferential origin certificate/invoice declaration) to confirm the preferential origin status.

对于有资格申请区域或自由贸易协定、普遍优惠制或其他优惠安排的所有货物，供应商有责任在交付产品时提供适当的证明文件（例如，供应商声明、优惠原产地证书/发票声明），以确认优惠原产地地位。

- 13.3. Supplier shall mark all Goods (or the Goods' container if there is no room on the Goods) with the country of origin. Supplier shall, in marking the Goods, comply with the requirements of the customs authorities of the country of receipt. If any Goods are imported, Supplier shall when possible allow Purchaser to be the importer of record. If Purchaser is not the importer of record and Supplier obtains duty drawback rights to the Goods, Supplier shall, upon Purchaser request, provide Purchaser with documents required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to Purchaser.

供应商应在所有货物上（或者如果货物上没有空间，则在货物的集装箱上）标明原产国。在标注货物的过程中，供应商应遵守接收国海关的要求。如果任何货物系进口，供应商应在可能的情况下准许买方作为登记的进口商。如果买方并非登记的进口商，并且供应商取得了货物的关税退税权，则在买方要求时，供应商应向买方提供接收国海关要求的文件，以证明货物的进口并向买方转让关税退税权。

- 13.4. Unless otherwise arranged with Purchaser, Supplier is responsible for providing the Goods "Free Carrier", including clearing the Goods through customs for export, and carrying out customs formalities at its expense. In all cases, Supplier must provide the documentation required for cross-border shipments and, if information is required from Purchaser for export clearance purposes, Supplier or its agents must request the information by fax or email to Purchaser's appropriate contact no less than two (2)

business days before the date required. Failing that request, a delay in clearing for export resulting from incomplete information will not be an excuse for late delivery. 除非供应商与买方另有安排，否则供应商应负责按“货交承运人”提供货物，包括完成货物的出口清关并自费办理海关手续。在所有情况下，供应商必须提供跨境运输所需的文件，并且在出口清关手续需要买方提供信息的情况下，供应商或其代理必须在要求的日期前不少于两（2）个营业日通过向买方的适当联系人发送传真或电子邮件的方式要求相关信息。如果供应商未能按上述规定提出要求，则因信息不完整导致的出口清关延迟不得作为延迟交付的理由。

14. Data Protection

数据保护

- 14.1. Where Supplier in the performance of the Agreement processes personal data (as defined by applicable law) of Purchaser's employees, contractors, customers or business partners (hereafter collectively referred to as "Personal Data"), Supplier shall:

如果供应商在履行协议的过程中处理买方员工、承包商、客户或商业合作伙伴的个人数据（定义见适用法律）（合称“个人数据”），供应商应：

- (a) comply with all privacy and data protection law and regulations applicable to its Services;
遵守适用于其提供的服务的所有隐私及数据保护法律和法规；
- (b) process Personal Data only insofar necessary to perform its obligations under the Agreement or as required by law;
仅在履行其在协议项下的义务所必需的范围内或法律要求的范围内处理个人数据；
- (c) keep the Personal Data confidential;
对个人数据保密；
- (d) take appropriate technical, physical and organizational security measures to protect the Personal Data against loss, unauthorized or unlawful processing; and
采取适当的技术、物理和组织安全措施，保护个人数据免遭丢失或未经授权或非法的处理；及
- (e) promptly, but in any case within 24 hours, inform Purchaser in accordance with applicable law, of any actual or suspected security incident involving the Personal Data.

根据适用法律及时但在任何情况下都应在 24 小时内通知买方涉及个人数据的任何实际或疑似发生的安全事件。

- 14.2. Supplier shall, upon the termination of the Agreement, securely erase or destroy all records or documents containing the Personal Data. Supplier accepts and confirms that it is solely liable for any unauthorized or illegal processing or loss of the Personal Data, if Supplier fails to erase or destroy the Personal Data upon termination of the Agreement.

在协议终止时，供应商应安全地清除或销毁包含个人数据的所有记录或文件。供应商接受并确认，如果供应商在协议终止时未能清除或销毁个人数据，则供应商应对个人数据任何未经授权或非法的处理或丢失独自承担责任。

- 14.3. If Purchaser is of the opinion that an additional (data processing) agreement is required to comply with applicable law, Supplier shall enter into such agreement with Purchaser at Purchaser's first written request. Parties shall at all times fully comply with any such data processing agreement.

如果买方认为遵守适用法律需要签订额外的（数据处理）协议，供应商一经买方书面要求即应与买方签订该协议。双方应始终全面遵守任何该等数据处理协议。

15. Limitation of Liability, Indemnification and Insurance

责任限制、赔偿和保险

- 15.1. The liability of either Party for damages, however caused, arising out of or related to a particular Agreement will not exceed the greater of (a) EUR 2,000,000 or (b) two times amount paid or to be paid under the Agreement to which the claim relates during a period twelve (12) months preceding the claim.

任何一方就因特定协议引起或与之有关的损害（无论原因如何）承担的责任都不会超过（以金额较高者为准）(a)2,000,000欧元，或(b)在权利主张提出之前的十二（12）个月期间内，在该权利主张所涉及的协议项下支付或将支付的金额的两倍。

- 15.2. Neither Party shall be liable for indirect damages, which shall mean loss of revenue, loss of profits, and/or damage to reputation.

任何一方都不对间接损害承担责任，即收入损失、利润损失和/或声誉损害。

- 15.3. The limitation in articles 15.1 and 15.2 will not apply to any liability (a) arising out of fraud, gross negligence or willful misconduct, (b) arising out of infringement, misappropriation or violation of any Intellectual Property Rights of a Party, (c) arising out of any claim that is subject to any indemnification, (d) arising out of breach of articles 7, 10, 12, 13 or 14.

第15.1条和第15.2条中的限制不适用于(a)因欺诈、重大过失或故意不当行为引起的任何责任，(b)因侵犯、盗用或违反一方的任何知识产权引起的任何责任，(c)因受限于任何赔偿的任何权利主张引起的任何责任，(d)因违反第7、10、12、13或14条引起的任何责任。

- 15.4. In addition to the indemnification in article 11, Supplier indemnifies Purchaser against any claim from a third party arising from or in connection with the Goods supplied or used and/or Services rendered by Supplier that is the direct or indirect consequence

of (i) a breach of its contractual obligations under the Agreement or (ii) unlawful actions or negligence on the part of Supplier.

除第11条中的赔偿外，供应商还应就第三方直接或间接由于下列各项提出的、因供应或使用的货物及/或供应商提供的服务引起或与之有关的任何权利主张赔偿买方：(i) 供应商违反其在协议项下的合同义务，或(ii) 供应商的任何违法行为或过失。

15.5. Supplier must hold and keep current a commercial general liability insurance with a reputable insurance firm (covering at least products liability, property damage and personal injury liability), with a minimum limit of EUR 5,000,000 for each occurrence regarding claims of bodily injury, including death, and any other damages that may arise from use of the Goods or Services or acts or omissions of Supplier under any Agreement.

针对人身伤害（包括死亡）以及可能因货物或服务的使用或供应商在任何协议项下的作为或不作为引起的任何其他损害，供应商必须持有并保持有效在一家声誉良好的保险公司投保的商业综合责任险（保险范围至少包括产品责任、财产损害和人身伤害责任），责任限额至少为每次事故5,000,000欧元。

16. Audit

审计

16.1. Upon reasonable request of Purchaser, Purchaser may at any time itself and/or designate a reputable certified public accountant to, audit Supplier's records (including electronic records), procedures and policies to verify that Supplier has complied with its obligations under this Agreement. Supplier shall at all times cooperate with Purchaser or such third party account in the execution of the audit. Supplier agrees to maintain all records, contracts and accounts related to the Goods and Services during the term of this Agreement. Supplier will reimburse Purchaser within forty-five (45) days after the audit is completed for any overpayments made by Purchaser plus interest. Supplier will be responsible for the cost of the audit if the audit reveals material deficiencies in compliance with its obligations under this Agreement.

应买方的合理要求，买方可随时自行及/或指定声誉良好的注册会计师对供应商的记录（包括电子记录）、程序和政策进行审计，以核实供应商遵守了其在本协议项下的义务。供应商在审计的执行过程中应始终配合买方或该第三方会计师。供应商同意在本协议的期限内保留与货物和服务相关的所有记录、合同和账目。供应商将在审计完成后的四十五（45）日内就买方的任何超额付款向买方作出补偿并支付利息。如果审计显示供应商在遵守其在本协议项下的义务方面有重大缺陷，供应商将承担审计的成本。

16.2. The timing of an audit shall be determined in joint consultation. Purchaser shall use reasonable efforts to ensure that the audits cause minimum interruption to the operations of Supplier.

审计的时间应由双方共同协商确定。买方应尽合理努力将审计干扰供应商经营的程度降至最低。

16.3. Supplier shall set up and maintain a satisfactory system of accounts in order to enable an audit as referred to in this article 16 to take place.

供应商应建立并维持令人满意的会计制度，以便本第16条提及的审计能够进行。

16.4. Supplier shall contractually ensure that any third parties engaged by Supplier in the performance of the Agreement shall extend their full cooperation to any audit as set forth in article 16.1.

供应商应通过合同确保，供应商在履行协议的过程中聘请的任何第三方将全力配合第16.1条中规定的任何审计。

17. Force Majeure

不可抗力

17.1. If either Party is unable to perform its obligations under this Agreement due to an event of force majeure, then such Party (the "Affected Party") will immediately notify the other Party in writing describing such event and its effects. Non-performance by the Affected Party will be excused for that period of time during which performance is made impossible due to event of force majeure provided that the delay could not have been prevented by the Affected Party's reasonable precautions. During the period of non-performance, the Party that is not affected by the event of force majeure may suspend its own performance.

如果任何一方由于不可抗力事件而无法履行其在协议项下的义务，则该方（“受影响方”）将立即书面通知另一方并说明该事件及其影响。在因不可抗力事件而无法履行义务期间，受影响方将免于因不履行义务承担责任，但前提是，受影响方无法通过合理注意避免延迟履行。在受影响方不履行义务期间，未受不可抗力事件影响的一方也可中止履行义务。

17.2. Parties agree that the following shall in any case not be construed as an event of force majeure: (a) strike, labor stoppage, or other failure to perform on the part of employees or contractors of Supplier, suppliers of Supplier, or subcontractors of Supplier, except to the extent that the failure was itself caused directly by an event of force majeure, (b) fire or flood unless the fire or flood was caused by a natural disaster rather than by human error and could not have been prevented by reasonable safety and fire protective equipment, or (c) loss of, corruption of, or unauthorized access to, Confidential Information.

双方同意，在任何情况下，下列各项都不得按不可抗力事件解释：(a) 罢工、停工或供应商的员工或承包商、供应商或分包商的其他不履约行为，但该不履约本身由不可抗力事件直接导致的除外，(b) 火灾或水灾，除非该火灾或水灾因自

然灾害而非人为措施导致，并且无法通过合理的安全和消防设备预防，或(c) 保密信息的丢失、损坏或未经授权的访问。

17.3. Nothing in article 17 will relieve a Party from liability for failure to have back-up systems that are expressly required by this Agreement or that are standard in its industry, failure to have reasonable safety and fire protective equipment, or loss of, corruption of, or unauthorized access to, Confidential Information. Supplier is required to design and, if necessary, implement, a disaster recovery plan.

第17条的任何内容都不得使一方免于承担由于其不拥有本协议明确要求或作为其所处行业标准的备份系统，或由于不拥有合理的安全和消防设备，或由于保密信息的丢失、损坏或未经授权的访问而应承担的责任。供应商应当设计及（如需要）实施灾难恢复计划。

18. Suspension and Termination

中止和终止

18.1. Either Party shall be entitled at its discretion to terminate or cancel the Agreement or suspend the performance of its obligations under the Agreement in whole or in part by means of written notice to the other Party in the event:

在下列情形下，任何一方都有权经书面通知另一方，自行决定全部或部分终止或解除协议或中止履行其在协议项下的义务：

(a) the other Party files a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding;

另一方提交自愿破产申请，或提起与破产、接管、清算、为债权人的利益进行的转让或类似事项相关的任何自愿程序；

(b) the other Party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding;

另一方成为破产申请或与破产、接管、清算、为债权人的利益进行的转让或类似事项相关的任何程序的对象；

(c) an attachment in execution is made on all or an important part of the other Party's assets;

针对另一方的全部或重要部分的资产颁布扣押执行令；

(d) the other party ceases or threatens to cease to carry on business in the ordinary course;

另一方停止或可能停止在正常经营过程中开展业务；

(e) the other party is in material breach of this Agreement and that breach (a) is not capable of being cured, or (b) if capable of being cured, remains uncured for 10 days after written notice of the breach, or any longer period as explicitly granted by Purchaser in such notice. For purposes of this article 18.1 (e), any breach of articles 3, 7, 10, 11, 12, 13, 18.2, 19 and 21.1 will, without limitation, be deemed a material breach that is incapable of cure.

另一方实质性违反本协议，并且该违约(a)无法补救，或(b)如果可以补救，在书面违约通知发送后的10日内，或者在买方在该通知中明确授予的任何较长期限内仍未补救。为本第18.1(e)条之目的，违反第3、7、10、11、12、13、18.2、19和21.1条（不限于该等条款）将被视为无法补救的重大违约。

18.2. Supplier shall inform Purchaser as soon as reasonably possible of any change of Control or sale of all or substantially all of its assets with respect to Supplier. Purchaser shall have the right to terminate the Agreement in case of a change of Control with respect to Supplier within six (6) months after having been notified of such change of Control by Supplier. Furthermore, Purchaser has the right to terminate the Agreement immediately in writing if Supplier threatens to become the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding.

如果供应商发生任何控制权变更或出售其全部或绝大部分资产，供应商应尽快地通知买方。如果供应商发生控制权变更，买方有权在供应商通知该控制权变更后的六（6）个月内终止协议。此外，如果供应商可能成为破产申请或与破产、接管、清算、为债权人的利益进行的转让或类似事项相关的任何程序的对象，买方有权立即书面终止协议。

18.3. Solely Purchaser has the right to terminate the Agreement for convenience before the end of the term with due observance of a period of notice of at least three (3) months, without an obligation to pay compensation for any damage or other costs.

只有买方有权在期限结束前任意终止协议，而不承担就任何损害或其他费用支付补偿的义务，但须适当遵守提前至少三（3）个月通知的规定。

19. Confidentiality and Publicity Restrictions

保密和宣传限制

19.1. Except as otherwise provided hereunder, all Confidential Information communicated by one Party to the other shall be kept in confidence and shall be used only for the purpose of any Agreement, except:

除本通用采购条款另有规定外，一方向另一方传递的所有保密信息都应保密，并且仅应为任何协议之目的使用，但下列情况除外：

(a) as may be necessary to comply with laws, statutes and regulations;

为遵守法律、成文法和法规需要进行的披露；

(b) to the extent such Confidential Information is known to the public otherwise than by a breach of this article 19;

该保密信息并非由于违反本第19条而为公众所知；

(c) to the professional advisers of the any Party in connection with the interpretation or

- operation of any Agreement or any dispute arising there;
就任何协议的解释或实施或因任何协议引起的任何争议向任何一方的专业顾问进行的披露；
- (d) with prior written consent of the other party.
经另一方事先书面同意的披露。
- 19.2. Both Parties will take all reasonable measures to ensure safe preservation or storage with respect to the Confidential Information in whatever form, or on whatever kind of data medium.
双方将采取一切合理的措施，确保保密信息以任何形式或在任何种类的数据媒介上安全保存或储存。
- 19.3. Without Purchaser's prior written consent and only when respecting the Lumileds brand protection guidelines as provided by Purchaser, Supplier is not allowed to use Purchaser's trademarks, trade names or any other indications in relation to the Goods or Services, or to publicly make any reference to Purchaser, whether in press releases, advertisements, sales literature or otherwise.
未经买方事先书面同意，供应商不得在新闻稿、广告、销售资料或其他材料上就货物或服务使用买方的商标、商号或任何其他指示标志，或者公开提及买方。供应商仅可在遵守亮锐的品牌保护指引的前提下进行上述使用或提及。
- 20. Governing law and Competent Court**
适用法律和有管辖权的法院
- 20.1. The Agreement and any dispute, whether contractual or non-contractual, arising out of or in connection with this Agreement shall be governed by the laws of China, without regard to its choice of law rules.
协议以及因协议引起或与协议有关的任何合同或非合同争议都应受中国法律管辖，但对其法律冲突原则不予考虑。
- 20.2. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
双方同意，《联合国国际货物销售合同公约》不适用于本协议。
- 20.3. Any dispute arising from or in connection with this Agreement shall be submitted to Shanghai International Arbitration Center for arbitration. The seat of arbitration shall be Shanghai. The arbitration tribunal shall have three (3) arbitrators. The language of the arbitration proceeding shall be English. Each Party shall appoint one (1) arbitrator and the third arbitrator shall be appointed by the arbitrators appointed by the Parties. The arbitral award shall be final and binding on both Parties.
因本协议引起或与本协议有关的任何争议应提交给上海国际仲裁中心进行仲裁。仲裁地点为上海市，仲裁语言为英语。仲裁庭由三（3）名仲裁员组成，每一方都应指定一（1）名仲裁员，第三名仲裁员由双方指定的仲裁员指定。仲裁裁决为终局的，对双方具有约束力。
- 20.4. Nothing in this Agreement prevents or prohibits Purchaser or Supplier from seeking urgent interim relief in any court of competent jurisdiction, including pre-arbitral attachments, temporary restraining orders, temporary injunctions, permanent injunctions and/or orders of specific performance, as may appear reasonably necessary to preserve its rights.
本协议的任何内容都不得阻止或禁止买方或供应商在任何有管辖权的法院寻求维护其权利显得合理需要的紧急临时救济，包括仲裁前保全、临时禁止令、临时禁制令、永久禁制令和/或实际履行令。
- 21. Miscellaneous**
一般条款
- 21.1. Supplier shall not subcontract, transfer, pledge or assign any of its rights or obligations under the Agreement without the prior written consent of Purchaser. Any such pre-approved subcontracting, transfer, pledge or assignment shall not release Supplier from its obligations under the Agreement. Purchaser may assign or transfer the Agreement or any of its rights and obligations under the Agreement to any of its Affiliates without notice to Supplier.
未经买方事先书面同意，供应商不得分包、让与、质押或转让其在协议项下的任何权利或义务。任何该等经事先批准的分包、让与、质押或转让都不得免除供应商在协议项下的义务。买方可在不通知供应商的情况下向其任何关联方转让或让与协议或其项下的任何权利和义务。
- 21.2. The applicability of general sales conditions or other general terms used and/or to be used by Supplier is explicitly rejected.
双方明确拒绝适用供应商使用及/或将使用的通用销售条件或其他通用条款。
- 21.3. To the extent Purchaser is a Lumileds Affiliate, Supplier agrees that any indemnification by Supplier pursuant to this Agreement shall also apply to Lumileds, who shall for such indemnification(s) be a third party beneficiary to the Agreement.
如果买方为亮锐的关联方，供应商同意，供应商根据本协议进行的任何赔偿也应适用于亮锐。对于上述赔偿，亮锐应为协议的第三方受益人。
- 21.4. Except as otherwise provided in article 2.1, the Agreement is the entire agreement between the Parties concerning its subject matter and supersedes all prior and contemporaneous oral and written agreements, commitments, and understandings concerning its subject matter.
除第2.1条另有规定外，协议构成双方关于协议的主题事项的完整协议，并取代先前或同时关于该主题事项的所有口头或书面协议、承诺和谅解。
- 21.5. In the event that any provision(s) of these General Terms of Purchase and/or the Agreement shall be held invalid, unlawful or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions of the

- Agreement. Any such provision held invalid, unlawful or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the provision to the extent permissible under applicable law.
如果本通用采购条款和/或协议的任何规定被具有管辖权的法院或未来的任何立法或行政行为认定为无效、不合法或不可强制执行，则该认定或行为不得导致协议的任何其他规定无效或不可强制执行。在适用法律允许的范围内，被认定为无效、不合法或不可强制执行的任何该等规定应由含义相似且反映相关规定最初意图的规定替代。
- 21.6. All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to article 7 (Warranty), article 10 (Ownership and Intellectual Property), article 11 (Intellectual Property Indemnification), article 14 (Data Protection), article 19 (Confidentiality and Publicity Restrictions), and article 21 (Miscellaneous), shall survive.
旨在协议终止或届满后继续有效（无论明示还是默示）的协议的所有条款和条件都应相应地继续有效，包括但不限于第7条（保证）、第10条（所有权和知识产权）、第11条（知识产权赔偿）、第14条（数据保护）、第19条（保密和宣传限制）和第21条（一般条款）。
- 21.7. Neither the failure nor the delay of Purchaser to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of Purchaser to enforce each and every provision of the Agreement.
买方未能或延迟强制执行协议的任何规定不构成对该规定或买方强制执行协议每一项规定的权利的放弃。