

General purchasing terms and conditions of VDL Steelweld (Suzhou) Automotive Automation Production Line Co., Ltd. version dated 1 July 2019.

威特立施帝威（苏州）汽车自动化生产线有限公司通用采购条款与条件之 2019 年 7 月 1 日版。

Article 1 General

第 1 条 总则

- 1.1 These general purchasing terms and conditions (hereinafter referred to as: "GPTC") are applicable to all requests for information, requests for quotation, offers, and agreements in which VDL Steelweld (Suzhou) Automotive Automation Production Line Co., Ltd., having its registered office in 215021 Suzhou Industrial Park at No. 288 West Suhong Road Suzhou, or any of its subsidiaries (hereinafter referred to as: "VDL"), purchases goods or services from another party (hereinafter referred to as: "the other party") or gives an assignment to the other party otherwise.
- 本一般采购条款与条件（以下简称“GPTC”）适用于威特立施帝威（苏州）汽车自动化生产线有限公司（注册地址是苏州工业园区苏虹西路288号，邮编215021）或其任何子公司（以下简称“VDL”）从另一方（以下简称“另一方”）采购货物或服务或以其他方式向另一方转让的所有信息请求、报价、要约和协议。
- 1.2 Annulment or nullity of any provision of these GPTC shall not affect the validity of the other provisions
- GPTC 中任何条款的废止或无效不影响其他条款的有效性。
- 1.3 In case of incompatibility or nullity of any provision in a purchase order, the agreement, or the GPTC, such purchase order shall prevail over the agreement and the agreement shall prevail over the GPTC.
- 如果采购订单、协议或GPTC中的任何条款不一致或无效，则该采购订单之效力优先于协议，协议之效力优先于GPTC。
- 1.4 If VDL changes its GPTC, it shall have the right to declare these applicable to the current agreement(s) with the other party, any resulting agreements, and the implementation thereof. If the other party is impaired in its reasonable interests regarding any provision(s) of the changed GPTC, it shall have the right, within fourteen days after receipt of the changed GPTC, to protest against the applicability of the changes concerned, in which case the changes concerned shall not be applicable, or shall be adjusted by mutual agreement. The other changes shall be fully applicable. If the other party has not made use of the

aforementioned authority (in time), the changed GPTC shall be deemed fully accepted by the other party.

如果VDL变更其GPTC，其有权声明这类变更内容适用于与另一方签订的当前协议、任何由此产生的协议及协议的执行。如果另一方在变更后GPTC的任何条款方面的合理利益受到损害，则该方有权在收到变更GPTC后十四天内抗议相关变更的适用性，在这种情况下，相关变更不可用，或者应通过双方协议进行调整。其他变更应完全适用。如果另一方未（及时）使用上述权限，则视为其完全接受变更后的GPTC。

- 1.5 Any deviations of these terms and conditions applied or tolerated at any time by VDL to the benefit of the other party shall never entitle the other party to rely thereon at a later stage or to claim application of such a deviation as an established fact.

VDL在任何时候为另一方利益而应用或接受这些条款和条件的任何偏差，都不会促使另一方有权在后期依赖于这些条款和条件，也不会要求将此类偏差应用于既定事实。

- 1.6 If these GPTC have been drawn up in several languages, the English version of these GPTC shall prevail in case of any incompatibility.

如果这些GPTC采用多种语言编写，则在任何不一致的情况下，应以英文版GPTC为准。

Article 2 Conclusion of the agreement

第 2 条 协议订立

- 2.1 The agreement and all changes and supplements thereto shall only be binding upon VDL if approved in writing by the authorized representative of VDL, whether or not through a (partial) purchase order. This shall also include additional work and price changes.

协议及其所有变更和补充仅在 VDL 授权代表书面批准的情况下对 VDL 具有约束力，无论是否通过（部分）采购订单变更或补充。这还应包括额外的工作和价格变更。

- 2.2 The request of VDL to the other party to submit information or a quotation, an offer, or an estimate may at all times be revoked and is not binding. A quotation, an estimate or another offer submitted by the other party,

whether or not within the scope of a tender, shall be made at the expense of the offering party and shall be regarded as an irrevocable offer with a validity of at least three months VDL 向另一方提交信息或报价、报盘或估价的请求可随时撤销，并且不受约束。另一方提交的报价、估价或其他要约（无论是否在招标范围内）均应由报价方承担费用，并应视为有效期至至少为三个月的不可撤销要约。

- 2.3 After acceptance of the offer by VDL through a purchase order, it must be confirmed by the other party within 24 hours. The order confirmation shall at least contain the following data: (i) purchase order number, (ii) article number provided by VDL with traceable link to manufacturer name, article number of the manufacturer with corresponding HS code, and net kg weight per article, (iii) the numbers of the applicable drawings, (iv) VAT number (of the other party), (v) all applicable Material Safety Data Sheet(s) regarding dangerous goods and (vi) time and place of delivery (DDP Incoterms 2010). In case goods are subject to import or export, a customs data sheet must also be completed and returned, inter alia stating the main material that the product is made of, accompanied by a photograph of the product and a broad description of its working principle, furthermore accompanied by a Certificate of Origin and a copy of the CCC certificate, if already certified, and the total net and gross weight per package unit.

VDL通过采购订单接受报盘后，另一方必须在24小时内予以确认。订单确认应至少包含以下数据：（i）采购订单编号，（ii）VDL提供的与制造商名称有可追溯联系的货号，带有相应HS代码的制造商的货号，以及每件产品的净重，（iii）适用图纸的编号，（iv）（另一方的）增值税编号，（v）所有关于危险货物的材料安全数据表，（vi）交付时间和地点（DDP Incoterms 2010）。如果货物需要进口或出口，则还必须填写并返回海关数据表，其中说明产品的主要材料、附有产品图片和对其工作原理的一般描述，此外还应附有原产地证书和CCC证书副本（如已获认证），以及每个包装的总净重和毛重。

- 2.4 In case of delivery of all goods, whether or not in combination with the delivery of services, a full parts list must be submitted as part of the delivery, on the purchase order date, the manufacturer name, article numbers of the manufacturer with corresponding HS code and net kg weight per article. A survey of the spare parts accompanied

by the relevant manufacturer name and article numbers of the manufacturer and corresponding HS code, as well as the agreed price as applicable on the order date (except for the annual indexation capped at +3%) must be communicated to VDL within three weeks after order confirmation.

如果交付所有货物，无论是否涉及交付服务，均必须提交完整的部件清单作为交付的一部分，其中应注明采购订单日期、制造商名称、带有相应HS代码的制造商货号以及每件产品的净重（kg）。必须在订单确认后三周内，将备件调查连同相关制造商名称、制造商货号和相应的HS代码，以及订单日期适用的商定价格（年度指数上限为+3%的除外）通知VDL。

- 2.5 If the other party is approached by a person employed by VDL with the intention to purchase goods and/ or services from the other party, which are outside the scope of an already existing agreement, the other party shall immediately contact its contact person at VDL and inform him regarding the aforementioned request for quotation, and shall not process it until it has received the prior written approval of VDL Purchasing Department or Authorized Representative.

如果VDL雇用的人员与另一方接触，意图从另一方购买超出现有协议范围的货物和/或服务，则另一方应立即联系在VDL采购部门或授权代表的联系人，并告知其上述报价请求，在收到VDL的事先书面批准之前，不得对其进行处理。

- 2.6 In case of any volume increase(s) per year and/or in case of commitment of larger volumes over a longer period, VDL reserves the right to renegotiate applicable arrangements and, for lack of any further agreement then, to terminate the agreement.

如果每年有任何数量的增加和/或在更长时间内承诺更大的数量，VDL保留重新谈判适用协议的权利，如果当时未达成任何进一步的协议，VDL有权终止协议。

Article 3 Prices and payment

第3条 价格和付款

- 3.1 Unless agreed otherwise in writing between the parties, all agreed prices are not subject to unilateral change or increase, and are:

除非双方另有书面约定，所有约定价格不得单方面变更或增加，并且：

- exclusive of VAT;
不包括增值税;

- inclusive of costs of DDP transport in accordance with agreed place of delivery (Incoterms 2010) including track & trace possibility, loading and unloading, maintenance until the moment of delivery, travel and hotel expenses, adequate insurance, packaging and any retrieval of packaging by the other party, as well as inclusive of expenses and duties concerning import and export and any taxes and levies, including a compensation for possibly occurring intellectual property rights, and all other costs and charges of the other party directly and/or indirectly related to the supplies and/or services by the other party.

包括根据约定交付地点 (Incoterms 2010) 的DDP运输成本, 包括跟踪和追踪可能性、装卸、交付前的维护、差旅和酒店费用、充分保险、包装和另一方收回包装的费用, 还包括进出口费用和关税以及任何税费, 包括对可能发生的知识产权的补偿, 以及另一方直接和/或间接与另一方供应和/或服务相关的所有其他成本和收费。

3.2 In addition to what is stated in article 3.1, all conditions agreed with the other party, explicitly including but not limited to the agreed prices, shall be fixed within the scope of a project, and are also applicable to follow-up orders with respect to the expansion of and/or integration into such projects.

除了第3.1条中所述, 与另一方商定的所有条件, 明确包括但不限于商定的价格, 都应在项目范围内确定, 并且也适用于与此类项目的扩展和/或整合相关的后续订单。

3.3 All conditions agreed between the other party and VDL shall be equally applicable to sub-suppliers of VDL, if they purchase directly from the other party after prior written approval of VDL

如果 VDL 的分供货商征得 VDL 事先书面批准后直接从另一方购买, 则另一方与 VDL 之间达成的所有条件同样适用于 VDL 的分供货商

3.4 Unless agreed otherwise in writing, payment by VDL shall be effected within forty (40) working days after receipt of the invoice, but exclusively if the other party has fulfilled all of its obligations.

除非另有书面约定, 否则VDL应在收到发票后四十

(40) 个工作日内付款, 但仅限于另一方已履行其所
有义务的情况。

3.5 If goods are delivered earlier than agreed or if the work is carried out earlier than agreed, payment shall nevertheless be effected as if delivery has taken place in accordance with the agreed delivery dates.

如果货物交付时间早于约定时间, 或者工作执行时间早于约定时间, 付款仍应按照约定交付日期进行。

3.6 All invoices must be submitted by the other party as qualified VAT invoice, and must comply with the applicable local legislation. Furthermore, all invoices must at least state the following: (i) purchase order numbers, (ii) article number provided by VDL with traceable link to manufacturer name, article numbers of the manufacturer with corresponding HS code, and net kg weight per article, (iii) the numbers of the applicable drawings, (iv) VAT number (of the other party), (v) IBAN and swift code, (vi) packing list number and number of package units, (vii) time and place of delivery (in accordance with agreed Incoterms 2010), and (viii) applied waybill number(s)

(IX) the description of the invoice is consistent with the name of the contracted goods on the purchase order. In case goods are subject to import or export, a customs data sheet must also be completed and returned, inter alia stating the main material that the product is made of, accompanied by a photograph of the product and a broad description of its working principle, furthermore accompanied by a Certificate of Origin and a copy of the CCC certificate, if already certified, and the total net and gross weight per package unit. Invoices which in the opinion of VDL contain the wrong and/or insufficient data may be returned by VDL in order to be completed. Non-compliance by the other party with the instructions set forth in the purchase order of VDL and packing lists may lead to delayed payment, without resulting in any extra (payment) obligation on the part of VDL.

所有发票都必须由另一方以合格的VAT发票形式提交, 且必须符合适用的地方法律。此外, 所有发票必须至少注明以下内容: (i) 采购订单编号; (ii) VDL提供的与制造商名称、制造商货号以及相应的HS编码和每件产品净重具有可追踪性联系的货号; (iii) 适用图纸的编号; (iv) (另一方的) VAT编号; (v) IBAN和汇款代码; (vi) 装箱单编号和包装单位编号; (vii) 交付时间和地点 (根据通用的《2010年国际贸易术语解释通则》); (viii) 适用的提单编号;

以及 (ix) 与采购订单上合同货物名称一致的发票说明。如果货物需要进口或出口, 则还必须填写并返回海关数据表, 其中说明产品的主要材料、附有产品图片和对其工作原理的一般描述, 此外还应附有原产地证书和CCC证书副本 (如已获认证), 以及每个包装的总净重和毛重。VDL认为数据有误和/或不充分的发票可由其退回, 以便完成。另一方不遵守VDL采购订单和装箱单中的指示可能会导致延迟付款, 但不会导致VDL承担任何额外 (付款) 义务。

3.7 Unless agreed otherwise, in case of payment in another currency than RMB VDL reserves the right, in case of an exchange rate drop of more than 5 % of the foreign currency compared to the exchange rate of the RMB taking the exchange rate on the order date as a starting point, to adjust the payment in proportion to the order amount.

除非另有约定, 否则, 如果用人民币以外的其他货币付款, 则在以与以定货日的汇率为起点的人民币汇率相比, 外币汇率下降超过5%的情况下, VDL有权根据订单金额按比例调整付款。

3.8 VDL has the right to suspend payment if the other party fails to fulfil its obligations arising from the agreement, including these GPTC, this without prejudice to the other rights falling to VDL.

如果另一方未能履行协议规定的义务, 包括这些GPTC, VDL有权暂停付款, 这并不影响VDL的其他权利。

3.9 No claims of the other party on VDL may be transferred or pledged to a third party without the prior written consent of VDL.

未经VDL事先书面同意, 另一方对VDL的任何索赔不得转让或抵押给第三方。

3.10 The other party is at all times held to notify VDL regarding orders of third parties that may have an impact on capacity of the other party to fulfill the orders of VDL within 2 working days. 另一方应在两个工作日内向VDL告知有关第三方订单的信息, 因为这些订单可能会影响VDL 订单的执行。

Article 4 Warranties

第4条 保证

4.1 The other party warrants that all delivered goods and services (including but not limited to software) comply with the agreement and therefore have the features and functionality which are fair to be expected by VDL pursuant to the agreement. In other words, the goods must be manufactured with professional craftsmanship, and must be of good quality and free of any defects.

另一方特此保证, 交付的所有货物和服务 (包括但不限于软件) 均符合本协议, 因此具备VDL根据协议所期望的特性和功能。换句话说, 货物必须以专业的工艺制造, 必须质量良好, 没有任何缺陷。

4.2 If the other party takes care of the design, even if in part, the other party shall be fully responsible and liable for any lack of functionality, for the quality, and for the technical accuracy of the design.

如果另一方负责设计, 即使是部分负责, 另一方也应对设计的任何功能缺失、质量和技术准确性负全部责任。

4.3 If and insofar as the delivered goods contain software, the other party warrants that these do not contain open-source software. Open-source software is (a) any software requiring as condition of use, adjustment and/or distribution of such software that such software: (i) shall be published or distributed in source-code form; and/or (ii) shall be licensed for the purpose of making derived works; and/or (iii) may only be redistributed free of enforceable intellectual property rights; and/or (b) contains any software deriving from or statistically or dynamically linked to any software defined in (a). 如果交付的货物包含软件, 则另一方应保证并不包含开放源代码软件。开放源代码软件: (a) 是使用、调整和/或分配该软件所需的任何软件, 该软件: (i) 应以源代码形式发布或分发; (ii) 应获得制作衍生作品的许可; (iii) 只能在没有可执行的知识产权的情况下重新分配; (b) 包含从 (a) 中定义的任何软件衍生或统计或动态链接的任何软件。

4.4 All deliveries to VDL must be - and remain - free of silicones, substances containing silicones, or any other surface-active agents, and, unless agreed otherwise in writing, must be accompanied by an affirmative test certificate thereof.

所有交付给VDL的产品必须 - 且保持 - 不含硅酮、含硅酮的物质或任何其他表面活性剂, 除非另有书面约

定，否则必须附有肯定的测试证书。

- 4.5 The work to be carried out by the other party (including but not limited to installation, mounting, transfer of expertise, assembly, and start-up) and other deliverable services shall be performed in accordance with good professional practice. The other party warrants that such work and services shall be performed in accordance with the appropriate or agreed requirements so that the result intended by VDL shall be accomplished.

另一方要开展的工作（包括但不限于安装、装配、专业知识传递、组装和启动）和其他可交付服务应按照良好专业实践进行。另一方保证，此类工作和服务应按照适当或商定的要求进行，从而达到VDL预期的效果。

- 4.6 In addition to what is laid down in the Code of Conduct published in the website (www.vdlsteelweld.com), the goods delivered and services performed by the other party shall comply with all agreed and applicable legal requirements in the area of health, safety, the environment, applicable working conditions, et cetera, both in VDL's country of domicile and in the country where the goods are destined and/or the services are performed, the latter if such destination has been notified to the other party or may otherwise be reasonably known to the other party.

除了网站（www.vdlsteelweld.com）上发布的“行为守则”中的规定以外，另一方交付的货物和提供的服务应符合VDL所在国和货物目的地所在国和/或提供服务所在国在健康、安全、环境、适用工作条件等领域的所有商定和适用的法律要求，如果已将该目的地告知另一方或另一方可能已合理知晓该目的地，则应遵守后者相关规定。

- 4.7 During the agreed guarantee period, at least lasting up to 3 years after final delivery by VDL to the end-user, the other party shall warrant for the absence of any patent or latent defects. The date of final delivery shall be a date up to 4 months after delivery by the other party to VDL. The guarantee period shall be extended by a period equal to the period(s) during which the goods cannot be used in whole or in part as a result of a defect. New guarantee periods equal to those mentioned hereinbefore in the first sentence shall equally be applicable to the goods or works made available for replacement, as well as to replaced or repaired parts of such goods, including but not limited to such parts

of the goods or works on which replacement or repaired parts may have an impact.

在商定的保修期内，至少持续3年，在VDL最终交付给最终用户后，对方应保证没有任何专利或潜在缺陷。最终交付日期应为另一方交付给VDL后4个月的日期。保修期应延长一段时间，该时期相当于货物因缺陷而无法全部或部分使用的时间。与上文第一句中提到的保修期相同的新保修期同样适用于可供更换的货物或作品，以及该等货物的更换或修理部件，包括但不限于替换或修理部件可能会影响货物或作品的部件。

- 4.8 If during a guarantee period a defect occurs, VDL shall be entitled to demand that, upon first request of VDL, the other party shall repair all defects occurring during the guarantee period within 5 calendar days after reporting, at its own expense and risk, and/or shall replace the goods, works, or any defective parts thereof, without prejudice to the other rights falling to VDL. Notwithstanding the foregoing, if a defect to the item and/or service delivered by the other party to VDL and/or its principal leads to a process delay of a functional (partial) process, the defect must be repaired within 24 hours, or a work-around must be provided within 24 hours followed by total repair of the defect within 4 calendar days. If the other party fails to meet such a request (or not in time), VDL shall be entitled to proceed to removal, repair or replacement or order a third party to do so, this at the expense of the other party. 如果在保修期内出现缺陷，则VDL有权提出要求，在VDL首次提出要求后，另一方应在报告后5个日历日内修复保修期内发生的所有缺陷，并承担费用和和风险，以及/或更换货物、作品或其任何缺陷部件，但不影响VDL的其他权利。尽管有前述规定，如果VDL的另一方和/或其委托人交付的项目和/或服务的缺陷导致功能性（部分）过程延迟，则该缺陷必须在24小时内修复，或者必须在24小时内提供解决方案，然后在4个日历日内完全修复该缺陷。如果另一方未能（或未及时）满足此类请求，则VDL有权进行移除、维修或更换，或命令第三方这样做，费用由另一方承担。

- 4.9 By accepting an order, the other party warrants, as a guarantee for the proper functioning of the delivered goods and/or services, that, during a period of 1.5 times the economic life of goods but at least 10 years after delivery thereof, VDL may (continue to) lay claim towards the other party on: delivery of service, second delivery of (spare) parts, and replacement hardware and/or software (whether

or not improved), all this at the prices as applicable on the order date (except for indexation which shall be capped at +3% each year), and it shall also archive all relevant documents within this scope for the duration thereof.

通过接受订单，另一方保证，作为对交付货物和/或服务正常运行的担保，在货物经济年限的1.5倍时间内（但至少应在交付后10年内），VDL可以（继续）向另一方就以下方面提出索赔：服务提供、（备件）的第二次交付以及更换硬件和/或软件（无论是否改进），所有这些均按订货日适用的价格进行（年度指数化上限为+3%的除外），此外，VDL还应将此期间的所有相关文件存档。

4.10 The other party warrants that it shall perform the agreed deliverables itself and not outsource them to third parties, which shall also include parties associated to the other party, except after prior written approval of VDL, it being understood that the other party, also in case of approval, shall always have the final responsibility and remain liable. If the other party wishes to engage the aforementioned third parties for the implementation of the agreement, it must, at least 15 days beforehand, request approval from VDL and obtain it in writing before the third party may carry out any work.

另一方保证，除非经VDL事先书面批准，否则其将亲自执行约定的可交付物，而不会将之外包给第三方（还包括与另一方相关联的各方），但也是在批准的情况下，有一项谅解，即另一方应始终负有最终责任，并继续承担责任。如果另一方希望雇佣上述第三方执行本协议，则在第三方可开展任何工作之前，其必须至少提前15天向VDL请求并获得书面批准。

4.11 The other party warrants that all goods, materials and parts of VDL shall be stored separately and shall at least be visually identifiable as property of VDL.

另一方保证VDL的所有货物、材料和部件都单独存放，并至少在视觉上可识别为VDL的财产。

Article 5 Delivery

第5条 交付

5.1 All transport of goods including returned goods and packaging shall be at the expense and risk of the other party. 所有货物运输，包括退货和包装，都应由另一方承担费用和 risk。

5.2 Each agreed delivery or performance date qualifies as a final date. If a calendar week has been agreed as delivery date, the last Friday of such week at 12:00 AM local time at the delivery address specified beforehand by VDL shall qualify as delivery deadline. Therefore, expiry of such deadline shall constitute default by operation of law and without requiring any notice of default. Unless agreed otherwise in writing, the other party shall not be entitled to make any partial deliveries or partial performances. VDL is entitled to send back to the other party any non-agreed partial deliveries and/or goods that do not correspond to the specifications (including the quantity) without prior notice and at the expense and risk of the other party.

每个约定的交付或履行日期都可作为最终日期。如果已约定将某日历周作为交付日期，则将该周的最后一个星期五的VDL事先指定的交付地址的当地时间10:00AM作为交付截止时间。因此，根据法律规定，此类期限到期即构成违约，而无需任何违约通知。除非另有书面约定，否则另一方无权进行任何部分交付或部分履行。VDL有权将任何未约定的部分交付和/或不符合规格（包括数量）的货物退回给另一方，而无需事先通知，费用和 risk均由另一方承担。

5.3 VDL is entitled to shift the delivery date, it being understood that the other party shall then, after notifying the other party in advance, take care of additional storage and adequate insurance of the goods for a period of up to four weeks and at its own expense and risk.

VDL有权变更交付日期，但应特此理解，在事先通知另一方后，另一方应为货物提供期限长达四周的附加存储和充分保险并自行承担费用和 risk。

5.4 If transport of dangerous goods is offered and accepted, the other party must strictly comply with the applicable national at the domicile of VDL and international legislation. Upon order confirmation to VDL, the other party shall submit all of its Material Safety Data Sheet(s), as well as provide such written information regarding the composition of the dangerous goods that with the transport, storage, and processing thereof compliance with the applicable legislation can be ensured. The other party cannot rely on information possibly supplied by VDL regarding such legislation by way of discharge from its obligations.

如果提供并接受危险品的运输，则另一方必须严格遵守适用的VDL所在地的国内立法和国际立法。在向VDL确认订单后，另一方应提交其所有材料安全数据表，并提供有关危险品组成的书面信息，以确保这些

危险品的运输、储存和加工符合适用法律。另一方不能依靠VDL可能提供的关于此类立法的信息来免除其义务。

5.5 Unless agreed otherwise in writing, goods shall be delivered in accordance with DDP (Incoterms 2010) including track & trace possibility, and shall be unloaded on a date, time and place to be determined by VDL, provided with their regular solid product packaging and in a solid overall protecting functional transport packing, in accordance with applicable legislation (in the country of delivery, inter alia) and any other instructions of VDL, offering a CE marking, CCC marking or equivalent thereof, as well as all other required documents stating: (i) purchase order number(s), (ii) article number(s) of VDL provided with traceable link to manufacturer name, article number(s) of the manufacturer, or in case there is/are no article number(s) of VDL, own article number(s) of the supplier with traceability to the manufacturer name, article numbers of the manufacturer with corresponding HS code and (iii) added applicable Material Safety Data Sheet(s).

除非另有书面约定，否则货物应按照DDP（2010年国际贸易术语解释通则）（包括跟踪和追溯可能性）交付，并应按照适用的立法（尤其是在交付国家）和VDL的任何其他指示，以及说明以下信息的所有其他必要文件，在将由VDL确定的日期、时间和地点卸货，同时提供常规立体产品包装和立体整体保护功能性运输包装，以及CE标记、CCC标记或同等标记：

(i) 采购订单号；(ii) VDL货号，带有制造商名称、制造商货号的可追溯链接，或者，若无VDL货号，则采用供应商自己的可追溯到制造商名称的货号，以及带有相应HS代码的制造商货号；(iii) 添加了适用的材料安全数据表。

5.6 Unless agreed otherwise in writing beforehand, all (direct) deliveries to site(s) specified by VDL must be equipped with seaworthy packaging in order to resist the natural elements during (i) transport and (ii) any outdoor storage prior to installation.

除非事先另有书面约定，否则所有到VDL指定现场的（直接）交付都必须采用适航包装，以便在（i）运输和（ii）安装前的任何室外储存期间抵抗自然因素。

5.7 All drawings and documents (including CCC, CE marking and/or equivalent(s) thereof) drawn up by the other party to carry out the work must be adjusted immediately in accordance with the (final-client) specifications made available to the other party, and be

delivered to VDL in their final version, and not later than one week before delivery of the goods and services is due. 由另一方为实施工程而绘制的所有图纸和文件（包括CCC、CE标记和/或同等标记）必须立即根据向另一方提供的（最终客户）规格进行调整，并不迟于交付货物和服务到期前一周将最终版本交付给VDL。

5.8 The other party shall warrant strict compliance with all identification regulations stated in the order or in the drawing parts lists, or in other documents. Therefore, the goods must be clearly identified and kept separated from all other goods. In case of non-compliance with the identification obligation, the other party may be compelled to apply such identification at the delivery location after all within 24 hours.

另一方应保证严格遵守订单、图纸零件清单或其他文件中所述的所有标识规定。因此，必须清楚地标识货物，并确保与所有其他货物分开。如果不遵守标识义务，则另一方最后可能会被迫在24小时内于交付地点应用此类标识。

5.9 If, by way of deviation from the main rule of article 5.5, it has been agreed that the goods shall be collected by or on behalf of VDL, the other party shall be responsible for the loading, at its own expense and risk, without VDL owing any compensation to the other party.

如果通过偏离第5.5条主要规则的方式，双方同意货物由VDL或其代表收取，则另一方应自行承担费用和 risk 对装货负责，而VDL无需向另一方支付任何赔偿。

5.10 If the other party fails to deliver, fails to deliver in time, or fails to deliver properly, or if the delivered goods do not meet the requirements of VDL, VDL shall be entitled (i) to enforce compensation of damage, (ii) to enforce compliance after all, or (iii) to terminate the agreement and suspend its obligations, without prejudice to any of its other rights arising from the law.

如果另一方未能交付、未能及时交付，或者未能正确交付，抑或如果交付的货物不符合VDL的要求，则VDL有权（i）强制赔偿损失；（ii）强制要求遵守；或（iii）在不损害其法律规定的任何其他权利的情况下，终止协议并中止其义务。

Article 6 Transfer of ownership and risk, conversion

第6条 所有权和风险转移，转换

6.1 The risk regarding goods sold by or on behalf of the other party and/or delivered to VDL, for the benefit of or as

ordered by VDL, shall fall to the other party until the moment when such goods have been explicitly accepted by VDL by means of VDL's signature and official stamp for receipt in the delivery documentation. Acceptance or (ordered) collection of goods by VDL shall not imply approval thereof by VDL. Such approval can only be given by VDL on the condition that - and after - the final client of VDL has passed its approval thereof to VDL. Such approval shall be deemed issued if VDL has not expressed any objections within 4 months after delivery.

出于VDL之利益或根据VDL的订单，而由另一方或其代表出售和/或交付给VDL的货物的风险，应由另一方承担，直到VDL通过在交付文件中签字并盖章，以明确接受此类货物。VDL接受或（有序）收取货物并不意味着VDL对货物予以批准。只有在VDL的最终客户已经将其批准提交给VDL的条件下，才能给予此类批准。如果VDL在交付后4个月内未表示任何异议，则此类批准应视为已发出。

6.2 Except where explicitly agreed otherwise in writing, and without prejudice to the provisions regarding the risk in article 6.1, the ownership of the goods which the other party is held to deliver to VDL shall pass to VDL upon the unloading thereof at the location where they must be delivered pursuant to the purchase order/agreement.

在不影响第6.1条中关于风险的规定的前提下，除非另有明确的书面约定，否则另一方需要交付给VDL的货物的所有权应在根据采购订单/协议于必须交付的地点卸货时转移给VDL。

6.3 If VDL makes goods available to the other party to be treated, processed, combined or mixed with goods that are not owned by VDL, such first-mentioned goods shall remain the property of VDL, respectively the goods created by treatment, processing, combining, accession, conversion or mixing shall become property of VDL and shall also be marked as such, so that the ownership of VDL shall be easy to identify, at least visually.

如果VDL向另一方提供货物供处理、加工，与非VDL所有的货物合并或混合，则货物应仍是VDL的财产，分别由处理、加工、合并、加入、转换或混合产生的货物应成为VDL的财产，并且也应照此标记，使得VDL的所有权至少在视觉上易于识别。

6.4 The other party is not entitled to alienate or encumber the goods referred to in article 6.3, nor to rent them or make them available to third parties or have them used by third parties, is not entitled to make such goods the subject of a

security right, and is not entitled to treat or process such goods or to order the treatment or processing thereof, nor to combine or mix them with other goods, nor to perform or order any acts with respect to such goods such that these would become part or component of one or more goods that are not owned by VDL.

另一方无权：转让或抵押第6.3条中提及的货物；将此类货物出租或提供给第三方或让第三方使用；将此类货物作为担保权的主体；处理或加工此类货物，或下令处理或加工此类货物；将此类货物与其他货物合并或混合；做出或下令做出与此类货物有关的任何行为，使得其成为不为VDL所有的一种或多种货物的一部分或组成部分。

6.5 Without the prior written approval of VDL, the other party shall not remove the goods that were made available by VDL from its business premises.

未经VDL事先书面批准，另一方不得将VDL提供的货物从其营业场所搬走。

Article 7 Specific equipment and materials

第7条 特殊设备和材料

7.1 If VDL makes equipment available to the other party, free of charge, that the other party needs for the implementation of the agreement with VDL, this shall constitute a (free loan) agreement, which VDL may terminate at all times. Subsequently the other party shall, at its own expense and risk, return the equipment made available by VDL to VDL or destroy it upon first request. The other party shall be liable for any loss, as well as for all and any damage inflicted on the equipment.

如果VDL向另一方免费提供其执行与VDL的协议所需的设备，则这将构成一项无息贷款协议，而VDL可以随时终止该协议。随后，另一方应自行承担费用和风险，将VDL提供的设备退还给VDL，或在第一次请求时将其销毁。另一方应对任何损失以及对设备造成的所有及任何损坏负责。

7.2 The other party shall be held, at its own expense, to take care of maintenance and possibly needed repairs of the equipment made available by VDL, so that the functionality thereof shall remain guaranteed.

另一方应自费负责VDL所提供设备的维护和可能需要的维修，以保证其功能。

7.3 The above is equally applicable to semi-finished products made available by VDL and to other materials owned by

VDL.

上述内容同样适用于VDL提供的半成品和VDL所有的其他材料。

- 7.4 All developed and tailor-made equipment, tools and auxiliary materials used by the other party to manufacture the products for VDL may exclusively be used to manufacture the products for VDL. If the aforementioned equipment, tools and auxiliary materials are completely owned by the other party, the other party shall herewith give VDL the option right to purchase such goods at a price that is equal to the book value upon purchase. The purchase option shall be exercised by VDL by means of a written request to the other party, within 90 days after termination of the delivery, regardless of the reason for termination and the other party shall fully assist VDL in obtaining the ownership of such goods without unreasonably delay.
- 另一方为制造VDL产品而开发和定制的所有设备、工具和辅助材料都可以专门用于制造VDL产品。如果上述设备、工具和辅助材料完全归另一方所有，则另一方应随此文件给予VDL以等于购买时账面价值的价格采购此类货物的选择权。VDL应在交付终止后90天内（不论终止的原因），通过向另一方提出书面请求的方式行使采购选择权，且另一方应全力帮助VDL获得此类货物的所有权，不得无故拖延。

Article 8 Inspection and changes

第8条 检查和变更

- 8.1 VDL is entitled, but not held, to inspect the goods during the implementation of the work, as well as before shipment and upon delivery at the location specified by VDL, and the other party shall render its full cooperation thereto. The other party cannot derive any rights from the inspection, and therefore the inspection shall not release the other party from any obligation. This right shall at all times also fall to the party giving the order for the finished product if this is not VDL, and must therefore be considered as a third-party clause. If VDL establishes a shortcoming in the performance of the agreement, for instance because of non-compliance with the agreed working method, planning, and the protocols, VDL shall have the rights set forth in article 5.8.Adf
- VDL有权但无需在工程实施期间、装运前以及在VDL指定的地点交付时检查货物，而另一方应对此给予充分合作。另一方无法从检查中获得任何权利，因而检查不会免除另一方的任何义务。如果这不是VDL，则这一权利应始终同样属于发出成品订单的一方，因此必须视为第三方条款。如果VDL在履行协议方面确定

缺陷，例如，由于不遵守约定的工作方法、规划和方案，则VDL应享有第5.8条中规定的权利。

- 8.2 The other party shall singlehandedly perform all necessary tests and inspections in order to guarantee the quality of the goods and services to be delivered to VDL. If VDL so requests, the other party shall draw up and submit the required (environmental financial and construction) reports. Before shipment or loading of all goods to be delivered to, ordered by or for the benefit of VDL, the other party is held to inspect, test or try these in order to ascertain that these fully comply with what has been agreed between the parties, and to make the documents referring to the inspection, test or trial immediately available to VDL in digital form at the e-mail address specified by VDL for this purpose, and in accordance with the instructions, after the aforementioned inspection, therefore before shipment or loading.
- 另一方应单独进行所有必要的测试和检查，以保证交付给VDL的货物和服务的质量。如果VDL如此请求，则另一方应起草并提交所需的（环境、财务和施工）报告。在按照VDL的订单或为了VDL的利益，装运或装载所有货物交付给VDL之前，另一方需要检查、测试或试用这些货物，以确定它们完全符合双方之间的约定，并在上述检查之后，装运或装载之前，按照指示，立即将有关检查、测试或试用的文件发送到VDL指定的电子邮件地址。
- 8.3 The other party shall only proceed to (serial) production if VDL has approved the first samples in writing. Under no circumstance shall an approval of VDL before the start of the (serial) production imply that the other party shall be released from its obligations and shall be indemnified against the guarantees and liability to be issued by the other party.
- 如果VDL已书面批准第一批样品，则另一方只能继续（批量）生产。在任何情况下，VDL在（批量）生产开始前的批准都不会意味着应免除另一方的义务，也不会意味着应获得针对将由另一方出具的担保和责任的赔偿。
- 8.4 In case of changes in the production by (a subcontractor of) the other party that may have an impact on the goods or services (including but not limited to changes in quality, functionality, dimensions or other features, reduction, termination or gradual phase-out of the production of an item or a part thereof or a change of subcontractor or supplier), the other party shall be held to notify VDL in

writing at the latest six (6) months before the planned change, it being understood that the change of whatever nature shall be described in great detail by the other party as regards the old and new situation, also stating the manufacturer name and the old and new article numbers of the manufacturer, as well as the delivery date.

如果另一方（其分包商）的生产变化可能对货物或服务产生影响（包括但不限于质量、功能、尺寸或其他特征的变化、某一项目或其一部分的减少、终止或逐步淘汰，或分包商或供应商的变化），则另一方应当至少在计划变化前六（6）个月书面通知 VDL，但有一项谅解，即任何性质的变化都应由另一方就新旧情况进行详细描述，并说明制造商名称、制造商的新旧货号以及交付日期。

8.5 As the case arises, in case of termination of the production of an item, VDL shall be entitled to order such items on the agreed conditions (including but not limited to the price), as long as the item is still under production.

视情况而定，如果某一项目的生产终止，只要该项目仍在生产中，VDL就有权按照约定的条件（包括但不限于价格）进行订购。

8.6 Delivery of (spare) parts, sufficient for each order, shall be guaranteed by the other party in accordance with article 4.9. The spare parts shall be manufactured with technologies and materials of equal or better quality than those of the products manufactured in the (serial) production.

另一方应根据第4.9条，保证（备用）零件的交付足以满足每一订单。备件应采用与（批量）生产中制造的产品质量相同或更好的技术和材料制造。

Article 9 Liability and force majeure

第9条 责任和不可抗力

9.1 The other party is liable for all damage (including but not limited to property damage, personal injury, damage due to business interruption and further consequential damage, as well as penalties in connection with breach of the privacy legislation) that might occur for VDL as a result of non-fulfilment, late fulfilment or partial fulfilment of the obligations of the other party pursuant to the agreement, including these GPTC.

另一方对 VDL 因其未履行、延迟履行或部分履行协议义务（包括这些 GPTC）而可能遭受的所有损害（包括但不限于财产损失、人身伤害、业务中断损害和进一

步的间接损害，以及与违反隐私立法相关的处罚）负责。

9.2 The other party is liable for all damage caused by any defect in delivered products and/or performed services, or caused by any act or omission in connection with the implementation of the agreement, and the other party shall indemnify VDL against all and any resulting claims (for instance third-party claims).

另一方应对因已交付产品和/或已履行服务中的任何缺陷，或与执行本协议相关的任何作为或不作为而造成的所有损害负责，并应就 VDL 的所有及任何由此产生的索赔（例如第三方索赔）进行赔偿。

9.3 The product liability concerning the goods, equipment or systems delivered or used by the other party for the implementation of the agreement, whether or not processed, all this in the broadest sense of the word, rests fully with the other party. The other party shall indemnify VDL against all and any claims by third parties arising from or related to such goods, equipment or systems delivered or used by the other party.

广义而言，有关另一方为执行本协议而交付或使用的货物、设备或系统（无论是否经过加工）的产品责任完全由另一方承担。另一方应就因其交付或使用的货物、设备或系统而引起的或与之相关的任何第三方索赔赔偿 VDL。

9.4 The other party shall, at its own expense, be held to take out adequate insurance in order to cover any damage, which shall be adequate to ensure indemnification of VDL against all and any damage costs and claims resulting from any acts or omissions on the part of the other party or the third parties engaged by the other party. At the request of VDL, the other party shall submit documentary evidence for the existence of such insurance.

另一方应自费购买足够保险以承保任何损害，其中，该等保险应足以确保 VDL 能够就因另一方或其雇佣的第三方的任何作为或不作为而导致的所有及任何损害成本和索赔进行赔偿。应 VDL 的请求，另一方应提交证明此类保险存在的书面证据。

9.5 All liability of VDL vis-à-vis the other party or any other third party is at all times limited to the amount paid in the case concerned pursuant to the third-party liability insurance taken out by VDL, to be increased by the deductible, except in case of gross negligence or willful intent.

无论何时，VDL对于另一方或任何其他第三方的所有赔偿责任均限于在相关情况下根据VDL购买的第三方责任保险支付的金额，该金额将增加免赔额，但严重疏忽或故意情况除外。

9.6 The other party is not held to fulfil any obligation vis-à-vis VDL if it is unable to do so as a result of force majeure. Force majeure of the other party shall under no circumstance include an attributable failure to perform a commitment on the part of third parties contracted by the other party, financial problems of the other party, frost, traffic disruptions, loss or damage during transport, power outage, defect machines, defects at resources, production materials and/or workers, including but not limited to strikes at the company of the other party or of third parties. For the duration of the force majeure, the other party may suspend the obligations pursuant to the agreement. If the force majeure period lasts longer than 25% of the previously agreed delivery time, VDL shall be entitled (pursuant to article 14.1) to dissolve the agreement immediately without any liability.

如果另一方由于不可抗力而无法履行与VDL相关的任何义务，则无须履行此义务。在任何情况下，另一方的不可抗力均不包括因第三方不能履行与另一方订立的合同而引起的责任、另一方的财务问题、霜冻、交通中断、运输过程中的损失或损坏、停电、机器缺陷、资源、生产材料和/或劳动力缺陷，包括但不限于另一方公司或第三方的罢工。在不可抗力期间，另一方可根据协议中止义务。如不可抗力持续时间超过先前约定交付时间的25%，则VDL有权（根据第14.1条）立即解除协议，无须承担任何责任。

9.7 If the agreement is terminated due to force majeure, VDL shall have a first right of purchase and VDL shall be entitled to take over from the other party all semi-finished products, order-specific components, auxiliary substances, raw materials and tools of the other party referring to delivery to, or designated for, VDL, with compensation of only the reasonable and substantiated expenses demonstrably incurred by the other party.

如果本协议因不可抗力而终止，那么VDL应享有第一购买权，VDL有权从另一方手中接管交付给VDL或指定给VDL的所有半成品、订单专用部件、辅料、原材料和工具，并仅赔偿另一方明显支出的合理且证实的费用。

9.8 The other party shall be held to notify VDL immediately in writing if the other party foresees or has no other option

but to reasonably foresee that it shall fail to perform any of its obligations, stating the grounds and the expected duration of such failure to perform. If the other party does not, not in time and/ or not fully fulfil the obligations from this article, it cannot rely on force majeure in this respect. 如果另一方预知或没有其他选择，合理地预知无法履行其任何义务，则应要求另一方立即以书面形式向VDL发出通知，并说明不履行义务的理由和预期持续时间。如果另一方未及时和/或未充分履行本条规定的义务，不得就此依赖于不可抗力。

Article 10 Penalty

第10条 处罚

10.1 In case of an attributable failure to perform by the other party and without prejudice to the provisions in other articles, the other party shall forfeit an immediately payable penalty lump-sum payment to VDL of at least (i) RMB 100,000 (one hundred thousand RMB only) or (ii) 30% of the contract value of the agreement, whichever is higher, the aforementioned liquidated damages shall not be higher than total amount of the contract, increased by interest thereon in case of late fulfilment, being 0.3% of the contract value of the agreement per day that such failure to perform lasts, it being understood that the last-mentioned penalty shall be capped to 10% of the contract value. Payment of the penalty shall not affect the other rights of VDL, including the right of VDL to claim full damage compensation instead.

如果另一方未能履行合同且不影响其他条款的规定，则应向另一方没收立即支付给VDL的一次性罚款，金额至少为（i）RMB 100,000（拾万人民币整），或（ii）协议合同价值的30%（以较高者为准），且上述违约赔偿金不得高于合同总金额，逾期支付时应征收利息，计息期为整个逾期支付期间，利息率为协议合同价值的0.3%/天，但应理解的是，最终罚款总额不得超过合同价值的10%。支付罚款不应影响VDL的其他权利，包括VDL要求全额损害赔偿的权利。

10.2 In case of the other party terminates this contract without authorization, or VDL terminates the contract due to the other party, VDL has the right to request the other party to pay 100% of the total contract amount as liquidated damages. The other party also needs to compensate VDL for the corresponding losses including both direct and indirect losses.

如果另一方未经授权终止本合同，或VDL因为另一方

而终止本合同，则VDL有权要求另一方支付合同总金额的100%作为违约赔偿金。此外，另一方还需赔偿VDL的相应损失（包括直接和间接损失）。

Article 11 (Intellectual) Property rights

第11条 知识产权

11.1 The other party warrants that it shall not infringe any intellectual property rights of VDL or those of third parties.

The other party shall indemnify VDL against all and any damage suffered by VDL caused by an infringement, including all claims and damage on the part of third parties concerning infringements of intellectual property rights.

另一方保证其不得侵犯VDL或第三方的任何知识产权。另一方应赔偿VDL因侵权而遭受的所有和任何损害，包括第三方关于侵犯知识产权的所有索赔和损害。

11.2 The supplier warrants that all required licences regarding the goods are - and shall remain - valid, and that the scope of application of such licences and the corresponding licensed period shall adequately cover the intended use of the goods and the intended period of use, and shall contain the right of transfer and the right to issue sub-licences.

供应商特此保证，与货物相关的所有必需许可证当前有效且将继续有效，此类许可证的适用范围和相应的许可期限应充分涵盖货物的预期用途和预期使用期限，并应包含转让权和副许可证发行权。

11.3 If the other party must discontinue its work for VDL as a result of an infringement of intellectual property rights of third parties, the other party shall at its own expense offer VDL the following alternative solutions: (i) replacement or change of the work in such a way that no more infringement shall be made, with retention of performances that are at least equivalent to those of the previous work or (ii) reversing the previously performed work and deliveries, and repayment to VDL, without prejudice to the obligation of the other party to indemnify VDL for any damage that it has suffered as a result of the infringement.

如果另一方因侵犯第三方知识产权而必须停止为VDL工作，则另一方应自费向VDL提供以下替代性方案：

(i) 更换或变更工作，以不再出现侵权行为，保留至少相当于先前工作的业绩，或 (ii) 撤销先前完成的工作和交付物，并偿还VDL，并且不得妨碍另一方赔偿VDL因侵权而遭受的任何损害的义务。

11.4 The other party shall apply all data and information

received from VDL exclusively for the implementation of the agreement and is not entitled to use such information for other purposes. All of such data and data carriers (including but not limited to data files) shall remain the property of VDL and shall be immediately sent back to VDL, including any copies, upon first request of VDL.

另一方应从VDL收到的所有数据和信息完全用于执行本协议，且无权将这些信息用于其他目的。所有此类数据和数据载体（包括但不限于数据文件）应保留VDL的资产，并在VDL第一次请求时立即发回VDL，包括任何副本。

11.5 The other party is held to transfer to VDL the ownership of the delivered goods, including all goods or working methods designed and/or manufactured for or ordered by VDL, including all used drawings, texts, proto- types, manuals, samples, stamps, auxiliary devices, calculations, software, moulds, templates, shapes, loan packaging, other documents and data carriers, free of charge and free of all and any exceptional expenses and limitations, such as real rights of third parties or limitations arising from copyrights, patents and trade mark rights or limitations arising from an agreement, such as tenancy agreements and qualitative commitments. The agreement and therefore also the agreed price shall contain such transfer of ownership (including the costs involved in the conversion to the agreed format(s)). Without the consent of VDL, the aforementioned may not be used, copied or distributed for other purposes than for the implementation of the order(s) placed by VDL.

要求另一方免费向VDL转让已出货物的所有权，其中包括为VDL设计和/或制造，或由VDL订购的所有货物或操作方法，包括所有用过的图纸、文本、原型、手册、样品、印章、辅助设备、计算、软件、模具、模板、图形、贷款包装、其他文件和数据载体，且不承担任何特殊费用也不受限制，例如，第三方物权限制或版权、专利和商标权限制或协议（如租赁协议和质量承诺）引起的限制。本协议以及因此商定的价格应包含上述所有权的转让（包括转换为商定格式的相关费用）。未经VDL同意，上述内容不得用于VDL下达订单以外的其他目的，也不得复制或分发。

11.6 All drawings and documents drawn up by the other party to carry out the work are the exclusive property of VDL and cannot be used by the other party at a later stage, except for documents falling within the scope of rights of the other party or third parties based on an already previously created intellectual property right.

由另一方为执行工程而绘制的所有图纸和文件均归VDL所有，禁止另一方在后期使用，但基于先前已经创建的知识产权，属于另一方或第三方权利范围内的文件除外。

11.7 The other party shall be held to notify VDL immediately of any infringements of rights of VDL by third parties. The other party is not permitted to establish a pledge on goods of VDL for the benefit of a third party.

如果有第三方侵犯VDL的权利，应要求另一方立即通知VDL。另一方不得为第三方利益对VDL的货物设立质押。

11.8 The other party is not permitted, without the prior written approval of VDL, to register an intellectual property right arising from work carried out by the other party for the benefit of VDL.

未经VDL事先书面批准，另一方不得为VDL的利益而对另一方从事的工作所产生的知识产权进行登记。

Article 12 Non-disclosure

第12条 保密性

12.1 The other party, its staff, and/or the third parties that it has engaged shall at all times be held to strict non-disclosure with respect to all information regarding VDL and/or its clients and/or business relations which the other party might obtain in connection with any request for information, request for quotation, agreement, or the implementation thereof. Information as referred to in the previous sentence is to be understood as all information, including but not limited to personal data, products, services, projects, operations, processes, plans, intentions, formulas, know-how, calculations, designs, inventions, intellectual property rights, notes, analyses, studies, compilations with respect to the products and/or business of VDL or its clients and/or other business relations coming to the knowledge of the other party before, during, or after a request for information, request for quotation, or agreement, regardless of whether such information has come to its knowledge in written, verbal, or digital form, or in any other form. The other party is not permitted to copy or multiply the aforementioned information without the explicit prior written consent of VDL, or to collect, change, or combine it in whatever form or in whatever way or to prepare a derived work with such information, to donate it to third parties and/or to apply it for its own use or for the use of third parties, or to publicly disclose it in any other way. Derived work as referred to in the previous sentence is to be understood as any work, invention, new material, or

whatever form of information or data created, combined, formed or designed from or with the information, including but not limited to any form of derived work, improvement, expansion, review, change, conversion, translation, collection of the information or any other form in which the information may be rearranged, collected or adjusted.

另一方、其工作人员和/或其聘用的第三方应始终严格保密其可能在进行任何信息请求、报价请求、协议或协议执行时获得的有关VDL和/或其客户和/或业务关系的所有信息。前一句中提及的信息应理解为所有信息，包括但不限于在信息请求、报价请求或协议之前、期间或之后另一方所知的个人数据、产品、服务、项目、操作、流程、计划、意图、公式、专有技术、计算、设计、发明、知识产权、笔记、分析、研究、与VDL或其客户和/或其他业务关系相关的产品的汇编，无论这些信息是以书面、口头、数字形式还是任何其他形式呈现。未经VDL明确事先书面同意，另一方不得复印或复制上述信息，也不得以任何形式或任何方式收集、更改或组合上述信息，或利用这些信息编制衍生作品，将其捐赠给第三方和/或将其用于自己或第三方用途，或以任何其他方式公开披露。前一句中提及的衍生作品应理解为根据信息或与信息一起创建、组合、形成或设计的任何作品、发明、新材料或任何形式的信息或数据，包括但不限于任何形式的衍生作品、改进、扩展、回顾、更改、转换、翻译、信息收集或信息可以重新排列、收集或调整的任何其他形式。

12.2 Without the prior written consent of VDL, the other party or the third parties that it has engaged shall never submit any information regarding (requests for quotation or agreements with) VDL and/or is only entitled to use the information submitted by VDL for the implementation of the agreement between the other party and VDL.

未经VDL事先书面同意，另一方或其聘用的第三方不得提交任何关于VDL的信息（报价请求或与VDL的协议），和/或仅有权使用VDL提交的信息以执行另一方与VDL之间的协议。

12.3 In case of breach of the obligations arising from this article 12, and without requiring any judicial inter- position and/or notice of default, the other party shall forfeit an immediately payable penalty to VDL of RMB 200,000 (two hundred thousand) per breach, as well as an amount of RMB 40,000 (forty thousand) per day or part of a day that the breach continues, without prejudice to the right of VDL to claim full damage compensation or performance instead.

如果违反第 12 条产生的义务，且不需要任何司法介入和/或违约通知，则另一方应立即处以向 VDL 支付每次违约 RMB200,000（贰拾万人民币）的罚金，以及持续违约时每天（少于一天按一天计）RMB40,000（肆万人民币）的罚金，且不影响 VDL 索赔全额损害赔偿或履约的权利。

12.4 Even after termination of the agreement between the other party and VDL the provisions in this article 12 shall remain in force.

即使在另一方与VDL之间的协议终止后，第12条中的规定仍然有效。

Article 13 Personal data

第 13 条 个人数据

13.1 In this agreement “personal data” refers to the personal information of individuals provided by VDL to the other party for the performance of this agreement, including but not limited to name, date of birth, identification number, personal biometric information, address, contact information, credit information, health and physiological information, etc.

在本协议中，“个人数据”是指 VDL 为履行本协议向另一方提供的个人信息（包括但不限于，姓名、出生日期、身份证号码、个人生物特征信息、地址、联系信息、信用信息、健康和生理信息等）。

13.2 If and insofar as the other party, for the implementation of an assignment that it has been given by VDL or for the implementation of an agreement concluded with VDL, processes personal data made available to the other party by VDL, it shall not process such personal data for other purposes, including but not limited to own purposes of the other party, than those imposed on the other party by VDL. If such personal data are processed, the other party shall follow all reasonable instructions of VDL in this respect. 如果且对于另一方，为了执行 VDL 给予的转让或为了执行与 VDL 达成的协议，处理 VDL 向另一方提供的个人数据，其不得将此类个人数据用于其他目的，包括但不限于另一方的自身目的，除 VDL 指示的其他目的之外。另一方在处理此类个人数据时应遵循 VDL 在这方面的所有合理指示。

13.3 The other party shall be held to store and process the personal data strictly separated from the personal data that it processes on its own behalf or on behalf of third parties. If such personal data are processed, the other party shall not

make use of the engagement of third parties, unless VDL has given its prior consent thereto in writing. If VDL gives the consent referred to in the previous sentence, the other party shall be held to impose the same or stricter obligations on such third parties as arise for the other party itself by virtue of the present GPTC and the law, as well as to monitor the compliance thereof. The other party shall also be held to impose a ban on such third parties concerning the engagement of third parties. The arrangements made by the other party shall be laid down in writing. Upon request, the other party shall provide VDL with a copy of such arrangements.

另一方应负责存储和处理个人数据，此个人数据应与其代表自己或代表第三方处理的个人数据严格分开。另一方在处理此类个人数据时不得让第三方参与，除非 VDL 已事先以书面形式向其发出通知。如果 VDL 同意前一句中提及的内容，则另一方应根据本 GPTC 和法律，对该第三方施加与另一方自身所承担相同的义务或更严格的义务，并监督其遵守情况。另一方也应要求禁止此类第三方聘用任何第三方。另一方的安排应以书面形式作出。根据要求，另一方应向 VDL 提供此类安排的副本。

13.4 VDL retains all rights of whatever nature regarding the personal data that it has supplied. All external data carriers, such as tapes, USB sticks, external hard disks, memory cards, diskettes, CD ROMs, DVDs, Blue Ray Discs, microfiches or paper, shall remain the full property of VDL. The other party shall never claim any right regarding such data carriers or the personal data saved thereon, nor be entitled to any form of use of such data carriers and the personal data saved thereon, except for the implementation of an assignment that it has been given by VDL or for the implementation of an agreement concluded with VDL. VDL 保留与其提供的个人数据相关的任何性质的所有权利。所有外部数据载体，如磁带、USB 记忆棒、外部硬盘、存储卡、软盘、CD 光盘、DVD 光盘、蓝光光盘、缩微胶片或纸张，应完全保持属于 VDL 的财产。另一方不得就此类数据载体或保存在其上的个人数据主张任何权利，也无权以任何形式使用此类数据载体和保存在其上的个人数据，除非用于执行 VDL 授予的转让或执行与 VDL 达成的协议为目的。

13.5 The other party shall not store the personal data longer than strictly necessary for the implementation of the assignment that it has been given by VDL or for the implementation of the agreement concluded with VDL, and under no circumstance beyond termination of such

assignment or agreement, or, if a storage period has been agreed between the parties, not beyond that period.

另一方存储个人数据的时间不得超过执行 VDL 授予的转让或与 VDL 达成的协议所绝对需要的时间，并且在任何情况下，不得超过转让或协议终止的时间，或者，如果双方已商定存储期限，则不得超过该期限。

13.6 The other party shall make the personal data that it has received, as well as all personal data that it has processed, available to VDL upon first request of VDL, but at the latest within seven days after termination of the assignment that it has been given by VDL or the agreement concluded with VDL.

另一方应在 VDL 的第一次请求时，向 VDL 提供其收到的个人数据以及其处理的所有个人数据，但最迟应在 VDL 授予的转让或与 VDL 达成的协议终止后七天内提供。

13.7 The other party is held, upon first request of VDL, to fully and irrevocably destroy the personal data and in any event also within fourteen days after termination of the assignment that it has been given by VDL or the agreement concluded with VDL, if it has been established that VDL possesses the personal data in a technical format that has been approved by VDL in writing. Upon request of VDL the other party shall produce evidence of the fact that the personal data have been destroyed.

另一方应在 VDL 的第一次请求时，完全和不可撤销地销毁个人数据，并且在任何情况下，如果已经建立 VDL 拥有 VDL 书面批准的技术格式的个人数据，也应在 VDL 授予的转让或与 VDL 达成的协议终止后十四天内销毁。应 VDL 的要求，另一方应出示个人数据已销毁的证据。

13.8 The other party is not permitted to process or order the processing of personal data in a country outside the European Economic Area and the People's Republic of China, unless the other party has obtained the explicit written consent of VDL. The other party shall immediately notify VDL in writing of all (planned) permanent or temporary forwarding of personal data to a country outside the European Economic Area or the People's Republic of China and shall not carry out such (planned) forwarding until it has obtained VDL's written consent. VDL is at all times entitled to attach additional terms and conditions to its consent for such processing.

除非另一方获得 VDL 的明确书面同意，否则不允许一方在欧洲经济区和中国以外的国家处理或命令处理

个人数据。如果将向欧洲经济区和中国以外的国家转发所有（计划中的）永久或临时个人数据，则另一方应立即书面通知 VDL，且在获得 VDL 的书面同意之前，不得进行此类（计划中的）转发。VDL 在任何时候都有权在其同意的情况下附加额外的条款和条件。

13.9 Based on the risk assessment that it has carried out and with due observance of the relevant legislation and standards regarding security, the other party shall implement appropriate technical and organizational measures to secure the personal data against loss or against any form of wrongful processing. These measures include but are not limited to:

根据其进行的风险评估，并在适当遵守有关安全的立法和标准的情况下，另一方应采取适当的技术和组织措施，以保护个人数据免受损失或任何形式的不当处理。这些措施包括但不限于：

a) measures to ensure that only authorized staff has access to the personal data for the purposes determined by VDL;

确保只有经授权的工作人员才能为 VDL 确定的目的访问个人数据的措施；

b) measures in which the other party gives its workers and third parties that it has engaged exclusive access to the personal data through personalized accounts, it being understood that the use of such accounts shall be adequately logged and the accounts concerned only give access to personal data for which the access is necessary to the person involved;

另一方向其工人和第三方提供通过个人账户获得独家访问个人数据的措施，即此类账户的使用应得到充分记录，且相关账户仅允许需进行访问相关人员访问个人数据；

c) measures to protect the personal data against wrongful processing, destruction, loss, change, unauthorized or wrongful storage, or unauthorized or wrongful public disclosure;

保护个人数据免受非法处理、销毁、丢失、更改、未经授权或非法存储、未经授权或非法公开披露的措施；

d) measures to identify weak spots regarding the processing of the personal data in the systems used to provide services to VDL;

识别与在用于向 VDL 提供服务的系统中处理个人数据有关的弱点的措施；

e) measures to guarantee punctual availability of data;

保证数据准时提供的措施；

f) measures to prevent unnecessary collection and further processing of the personal data,

防止不必要的收集和进一步处理个人数据的措施，

Giving due consideration to the state of technology and the costs of implementation, these measures provide an appropriate security level, given the risks involved in the processing and nature of the personal data that need to be protected.

考虑到需保护个人数据的处理过程中涉及的风险及其性质，在适当考虑了技术状况和实施成本后，确定这些措施能提供适当的安全级别。

13.10 The other party has at all times implemented an appropriate, written information security policy in accordance with NEN-ISO/IEC 27001 and the relevant laws, regulations and standards for the processing of the personal data.

另一方始终根据NEN - ISO/IEC 27001以及相关法律、法规和标准，实施适当的书面信息安全政策，以处理个人数据。

13.11 The other party guarantees that it is certified during the period of validity of the purchase order or the agreement in accordance with standards NEN-ISO/IEC 27001 and NEN-ISO/IEC 20000 and the relevant laws, regulations and standards. Upon request, the other party shall submit evidence thereof to VDL.

另一方特此保证，在采购订单或本协议有效期内，根据标准 NEN - ISO/IEC 27001 和 NEN - ISO/IEC 20000 以及相关法律、法规和标准对其进行认证。根据要求，另一方应向 VDL 提交与认证相关的证据。

13.12 The other party shall report to VDL regarding the security measures referred to in article 13.9 on a regular basis (at least twice per year) and in any event in case of a change of these measures.

另一方应定期（每年至少两次）向 VDL 报告第 13.9 条提及的安全措施，以防这些措施有所改变。

13.13 VDL has the right to outsource verification of fulfilment by the other party of the obligations to an independent chartered accountant or auditor. The other party shall be held to render all cooperation to such verification within a reasonable period of one month. After the verification, VDL shall notify the other party of the results thereof. Following such verification, the other party shall follow any reasonably given instructions by VDL towards adjustment of the security measures or the information security policy within a reasonable period. The

costs of verification shall be borne by VDL, unless it turns out that the other party fails to fulfil an important part of its obligations or has acted in breach of the Dutch Personal Data Protection Act and the relevant Chinese laws and regulations, in which case the costs shall be borne by the other party.

VDL有权将另一方履行义务的验证外包给独立的特许会计师或审计师。另一方应有义务在一个月的合理期限内针对此类验证提供一切合作。验证后，VDL应将结果通知另一方。在此类验证之后，另一方应遵循 VDL的任何合理指示，在合理期限内调整安全措施或信息安全政策。验证费用应由VDL承担，除非证明另一方未能履行其义务的重要部分或违反了《荷兰个人数据保护法》和中国相关法律法规，在此情况下，费用应由另一方承担。

13.14 As soon as an incident occurs, has occurred, or might occur with respect to the processing of the personal data, the other party shall be held to notify VDL thereof immediately, but in any event within 24 hours after it has become aware of the incident, accompanied by all relevant information, including but not limited to:

一旦发生、已经发生或可能发生与处理个人数据有关的事件，另一方应立即通知 VDL，但无论如何，其应在获悉该事件后 24 小时内，附上所有相关信息，包括但不限于：

a) a summary of the incident stating the nature of the incident, the time on which the incident has taken place, and the location;

事件概述，说明事件的性质、事件发生的时间和地点；

b) a description of the number and group of persons whose personal data are involved in the incident, as well as whether this involves persons in other countries than the Netherlands and the People's Republic of China;

一份关于个人数据卷入相关事件中的人员的数量和群体，以及是否涉及荷兰和中华人民共和国以外的其他国家人员的说明；

c) a description of the sort of personal data involved in the incident;

事件中涉及的个人数据类型的描述；

d) a description of the consequences that the incident may have for the individual privacy of those involved whose personal data have been processed;

对涉及个人数据被处理的相关人员的个人隐私的事件后果的描述；

e) what technical and organisational measures have been taken to resolve the incident and to prevent any further incidents and to mitigate the consequences of the incident as much as possible. Please state also whether or not the personal data have been encrypted, hashed, or made inapprehensible or inaccessible otherwise.

已经采取了哪些技术和组织措施来解决事件、防止任何进一步的事件、以及尽可能减轻事件的后果。另请说明个人数据是否经过加密、散列、或者是否不可理解或不可访问。

13.15 “Incident” referred to in the previous paragraph includes but is not limited to:

上一段提到的“事件”包括但不限于:

- a) a complaint or (information) request of a natural person with respect to the processing of the personal data by the other party;
自然人对另一方处理个人数据的投诉或（信息）请求;
- b) an investigation into or an attachment by civil servants on the personal data, or a suspicion that this is imminent;
政府官员对个人数据的调查或扣押，或对此情况即将发生的怀疑;
- c) an infringement of the security and/or the non-disclosure of the personal data or any other incident (possibly) leading to wrongful processing, destruction, change, loss, unauthorized or wrongful storage, unauthorized or wrongful public disclosure of or unauthorized or wrongful access to the personal data, or any hint that such an infringement is imminent or has taken place.
侵犯个人数据的安全性和/或不披露性，或（可能）导致非法处理、销毁、更改、丢失、未经授权或非法存储、未经授权或非法公开披露或未经授权或非法访问个人数据的任何其他事件，或此类侵犯即将发生或已经发生的任何暗示。

13.16 If the incident may qualify as a data breach, this at the discretion of VDL, VDL shall report this well in time to the Dutch Data Protection Authority, and if and insofar as necessary - this at the discretion of VDL - to those involved whose personal data have been processed.

如果 VDL 判定事件可能造成数据泄露，则其应及时向荷兰数据保护局报告此事，并在必要时（VDL 自行决定）向其个人数据已被处理的相关人员报告此事。

The other party itself is not permitted to report any data breach to the Dutch Data Protection Authority, the PRC Cybersecurity Law and/or to those involved whose

personal data have been processed, unless VDL has given its explicit written consent beforehand.

另一方自身不得向荷兰数据保护局、中国网络安全法律和/或其个人数据已被处理的相关人员报告任何数据泄露，除非 VDL 事先给出明确的书面同意。

13.17 The other party shall render its cooperation and shall do all that is necessary to enable VDL to fulfil its obligations pursuant to the Dutch Personal Data Protection Act, the resulting Data Breach Notification Bill, and other relevant legislation.

另一方应提供合作，并应采取一切必要措施，使 VDL 能够根据《荷兰个人数据保护法》及由此产生的《数据泄露通知法案》和其他相关立法履行其义务。

13.18 The other party is not permitted to provide information to any authorities (such as the Dutch Data Protection Authority or any Chinese authority, to those involved whose personal data have been processed, or to third parties, except where under a legal obligation to do so. If the other party receives a request for information, it shall notify VDL thereof, and the parties shall determine by mutual agreement which information shall be submitted. 另一方不得向任何机构（如荷兰数据保护局或任何中国机构、其个人数据已受到处理的相关人员或第三方提供信息（法定义务除外）。如果另一方收到信息请求，其应通知 VDL，然后双方应通过共同协议确定应提交哪些信息。

13.19 The storage, processing and protection of personal data by the parties shall both comply with the laws and regulations.

双方对个人数据的存储、处理和保护应遵守法律法规。

Article 14 Securities

第 14 条 担保

14.1 The other party is held, upon first request by VDL, to establish a pledge - for the benefit of VDL - on the goods delivered by the other party which have been rejected, returned, and whose ownership has been transferred back. 应 VDL 的第一次请求，另一方有义务为 VDL 的利益对另一方交付的遭到拒绝、退回且所有权已转回的货物做出质押。

14.2 VDL may demand a bank guarantee from the other party at any time, or at least an equivalent security, as guarantee for fulfilment of the obligation under the agreement entered into with VDL. The bank guarantee must be issued by a

bank approved by VDL beforehand in writing and in accordance with a satisfactory text for the bank guarantee provided by VDL. The aforementioned security shall remain effective at least until the eventual transfer of ownership of the deliverable item, increased by 2 months. If transfer of the property right is postponed, the duration of the security shall also be postponed proportionately. The other party is held to immediately provide such security at its own expense.

VDL可随时要求另一方提供银行担保，或至少提供同等担保，作为履行与VDL签订的协议项下义务的担保。银行担保必须由VDL事先书面批准的银行出具，并符合VDL提供的银行担保的合格文本。上述担保至少应持续有效，直至交付物所有权的最终转移日再加上2个月。如果物权转移延期，则担保期限也应按比例延期。另一方有义务立即自费提供此类担保。

14.3 If the security demanded by VDL is not demonstrated - or not adequately - in the opinion of VDL, VDL shall be entitled to terminate or dissolve the agreement in whole or in part, without prejudice to the right of VDL to claim compensation of damage, and without prejudice to the right of VDL to repayment by the other party of what has already been paid by or on behalf of VDL in connection with the implementation of the agreement.

如果VDL认为VDL要求的担保没有得到充分证明，则VDL有权终止或解除全部或部分协议，同时不影响VDL要求损害赔偿的权利，也不影响VDL要求另一方偿还VDL已支付或代表VDL支付的与执行协议相关的款项的权利。

Article 15 Outsourcing, obligations regarding social security contributions and taxes

第 15 条 外包、社会保障缴款和税务

15.1 This agreement and any assignment given by VDL to the other party do not imply the establishment of any employment or outsourcing relationships between the parties. Therefore, the other part shall be responsible for the employment matters related to its own employees and its outsourced third parties and shall keep VDL indemnified against any and all related liabilities.

本协议和VDL对另一方的任何转让并不意味着双方建立任何雇佣或外包关系。因此，另一方应负责与其自身员工和外包第三方相关的雇佣事宜，并应保证VDL免于承担任何和所有相关责任。

15.2 If the other party outsources any part of the agreement to third parties, which it shall exclusively do after prior written approval of VDL, the other party shall ensure that said third party will arrange the social insurance for its employees and hired-in workers, and will withhold the personal income tax according to the (local) applicable laws, otherwise the other party shall compensate VDL for any claim, damage, liability caused due to the other party's breach of this clause.

如果另一方将本协议的任何部分外包给第三方，则经VDL事先书面批准后，另一方应确保所述第三方将为其员工和雇佣工人购买社会保险，并根据（当地）适用法律扣缴个人所得税，否则另一方应赔偿VDL因另一方违反本条款而造成的任何索赔、损害和责任的费用。

15.3 If the other party outsources any part of the agreement to third parties, the other party shall provide the business license, qualifications (if required) of the third parties and the ID card, qualifications (if required) of the third parties' employees or hired-in workers participated in the project of VDL before commencement of the work. VDL shall check and verify the validity of the aforementioned documentation and shall archive a copy in its accounts. VDL is not held to give third parties or hired-in workers, as referred to in the first sentence of this clause, access to the work if they do not render their cooperation to implementation of this provision.

如果另一方将本协议的任何部分外包给第三方，则另一方应在工程开始前提供营业执照、第三方资格证书（如有要求）和身份证、参与VDL项目的第三方员工或雇佣工人的资格证书（如有要求）。VDL应检查和核实上述文件的有效性，并将一份副本存档在其账簿中。如本条款第一句所述，如果第三方或雇佣工人不配合执行该条款，则VDL不会允许其开始工作。

15.4 The other party warrants that all third parties that it has engaged, whether directly or indirectly, are entitled to carry out the work in the People's Republic of China as agreed between the parties, and shall indemnify VDL against all and any non-exhaustive penalties and levies due to non-compliance with the provisions of the Chinese laws and regulations applicable to both Chinese nationals and foreign nationals.

另一方特此保证，其直接或间接雇佣的所有第三方有权根据双方的约定在中华人民共和国境内开展工作，并应赔偿VDL因违反适用于中国公民和外国公民的中

国法律法规的规定而遭受的所有及任何罚款和税款。

Article 16 Cancellation and dissolution

第 16 条 协议撤销和终止

16.1 Any concluded agreements may at all times be cancelled by VDL. If VDL, despite its contractual right of cancellation, is held liable vis-à-vis the other party howsoever, such liability shall be limited to the reasonable and substantiated expenses demonstrably incurred by the other party. The following costs, and only these costs, qualify for compensation, if:

VDL 可随时撤销任何已达成的协议。如果 VDL 虽有合同撤销权但无论如何仍对另一方负有责任，则该等责任应限于另一方明显招致的合理且有证据证明的费用。仅下列费用才符合赔偿条件，如果：

- the costs were necessarily incurred within the scope of the agreement with VDL; ;
这些费用必然发生在与 VDL 的协议范围内；
- VDL was aware of the engagement of third parties and the corresponding costs upon conclusion of the agreement;
VDL 在签订协议时就知晓第三方的参与及相应的费用；
- upon cancellation by VDL, the agreement with such third parties can demonstrably no longer be cancelled;
VDL 撤销后，显然可以不用再撤销与该等第三方的协议；
- the other party is able to submit specified invoices of such expenses as well as proof of payment;
另一方能够提交该等费用的指定发票以及付款证明；
- the relevant services provided or goods delivered by third parties are demonstrably not useful to the other party in any other way.
第三方提供的相关服务或交付的货物显然对另一方没有其他任何用处。

The other party has in any event no right of compensation for loss of profit and the liability of VDL shall in any event be capped at 15% of the price stated in the agreement, or - if it is different - the purchase order, it being understood that within the scope of the liability of VDL the lowest price shall apply.

另一方在任何情况下都无权对利润损失进行赔偿，VDL 的赔偿责任在任何情况下都不得超过协议中规定价格的 15%，或者 - 如果采购订单不同，即在 VDL 的赔偿责任范围内，应适用最低价格。

16.2 Without prejudice to the rights falling to VDL pursuant to

the law or the agreement, VDL shall have the right to dissolve the agreement in whole or in part if the other party is declared bankrupt, applies for an administration order, or loses its power of disposition of its capital or parts thereof due to an attachment, placement under legal restraint or otherwise, the other party - if it is a legal entity - is dissolved or a decision to dissolve the other party is or has been made, or the other party enters liquidation or decision to liquidate the other party is or has been made, the other party merges with a third party - including but not limited to an associated party of the other party - or is taken over by a third party, the legal structure of the other party is changed, or a fundamental change occurs in the activities of the other party, this without judicial interposition and without requiring any notice of default. VDL is not liable for any damage caused by such dissolution.

在不影响 VDL 在法律上或协议项下权利的前提下，VDL 有权全部或部分解除协议：如果另一方被宣告破产、申请行政命令或由于法律约束下或其他原因的扣押、安置而丧失处置其资本或部分资本的权力；另一方（如果法律实体）解散，或已作出决定将解散另一方，或者另一方进入清算，或已作出决定将清算另一方，另一方与第三方合并—包括但不限于另一方的关联方—或者由第三方接管，另一方的法律结构变更，或者另一方的活动发生根本性变化，且该等情况无需司法干预，也无需出具任何违约通知。VDL 对此类解散造成的任何损害概不负责。

16.3 If the agreement is terminated, VDL shall be entitled to take over from the other party all VDL-specific goods of the other party concerning delivery to VDL, including but not limited to semi-finished products, order-specific components, auxiliary substances, raw materials and tools, with compensation of only the reasonable and substantiated expenses actually and demonstrably incurred by the other party.

如果协议终止，则 VDL 有权从另一方手中接管另一方交付给 VDL 的所有 VDL 特定货物，包括但不限于半成品、特定订单组件、辅料、原材料和工具，并仅赔偿另一方实际和明显产生的合理且有证据证明的费用。

Article 17 Disputes resolution

第 17 条 争议解决

17.1 If the other party is a party whose domicile is situated in China, all and any disputes shall be settled through arbitration by applying the rules of the ICC (International Chamber of Commerce), in which case the place of

arbitration shall be the place where the VDL entity concerned has its registered office, and the proceedings shall be held in English.

如果另一方的住所位于中国，则所有及任何一争议均应利用ICC（国际商会）规则进行仲裁解决，在此情况下，仲裁地点应为相关VDL实体注册办事处的所在地，仲裁程序应以英语进行。

17.2 If the other party is a party whose domicile is situated in a country other than China all disputes in connection with or resulting from the agreement shall - at the discretion of VDL - be brought before the court of law that has jurisdiction pursuant to the statutory jurisdiction rules, or before the court of law with jurisdiction in the court district of the place of factual domicile of the VDL entity. If the other party is a party whose domicile is situated in a country that does not recognize decisions by a Dutch court of law, all and any disputes shall be settled through arbitration by applying the rules of the ICC (International Chamber of Commerce), in which case the place of arbitration shall be the place where the VDL entity concerned has its registered office, and the proceedings shall be held in English.

如果另一方的注册地位于中国以外的国家，则所有与本协议有关或由本协议产生的争议均应（由VDL自行决定）提交根据法定司法管辖权条例具有司法管辖权的法院，或提交VDL实体实际注册地所在地的法院辖区内具有司法管辖权的法院。如果另一方所在国家不承认荷兰法院裁决，则所有和任一争议都应利用ICC（国际商会）规则进行仲裁解决，在这种情况下，仲裁地点应为相关VDL实体注册办事处的所在地，仲裁程序应以英语进行。

Article 18 Applicable law

第 18 条 适用法律

18.1 Unless otherwise agreed by the parties in writing, the legal relationship between VDL Steelweld (Suzhou) Automotive Automation Production Line Co., Ltd. and the other party is exclusively governed by the laws of the People's Republic of China (excluding the laws of HK, Macao and Taiwan).

除非双方另有书面约定，否则威特立施帝威（苏州）汽车自动化生产线有限公司与另一方的法律关系仅受中华人民共和国（不包括香港、澳门和台湾法律）法律管辖。

18.2 If the other party is a party whose domicile is situated in

a country other than China, the legal relationship between VDL and the other party is exclusively governed by Dutch law.

如果另一方的注册地位于中国以外的国家，则VDL与另一方的法律关系完全受荷兰法律管辖。

18.3 The applicability of the Vienna Sales Convention 1980 as it has entered into force in the Netherlands on 1 January 1992 has been precluded.

《1980年维也纳销售公约》于1992年1月1日在荷兰生效，因此不适用。

Additional purchasing terms and conditions for secondment agreements with VDL Steelweld (Suzhou) Automotive Automation Production Line Co., Ltd.

与威特立施帝威（苏州）汽车自动化生产线有限公司签订借调协议的附加采购条款与条件

These additional purchasing terms and conditions for secondment agreements with VDL shall apply in case of a secondment agreement and constitute an annex to the GPTC of VDL, and may only be applied as such by way of supplement to the GPTC.

这些与 VDL 签订的借调协议的附加采购条款和条件应适用于借调协议，并构成 VDL GPTC 的附件，且仅能作为 GPTC 的补充。

1. General

一般原则

1.1 The other party warrants the engagement of adequately qualified hired-in workers for the position stated in the agreement concerned. The other party warrants that the hired-in workers that it has engaged shall work in accordance with the legal provisions applicable to the location where the services are performed, including but not limited to the general guidelines concerning ISO 9001 and ISO 14001, and shall comply with all instructions concerning health, safety, and the environment.

Depending on the working location, local legislation shall apply. For the VDL location please refer to the manuals “Quality manual” and “Manual on environmental care system” and the instruction booklet “Working in a safe, healthy, and environmentally responsible way”, as made available by VDL through publication in the website of VDL (www.vdlsteelweld.com). Without knowledge of the aforementioned documentation the other party shall not be permitted to carry out any work.

另一方保证招聘合格的雇佣工人担任相关协议中规定的职位。另一方保证，其招聘的雇佣工人应依照适用于工作地点的法律规定工作，包括但不限于 ISO 9001 和 ISO 14001 的一般指南，并应遵守所有关于健康、安全和环境的指令。根据工作地点，应适用当地法律。关于 VDL 的工作地点，请参阅 VDL 发布在其网站 (www.vdlsteelweld.com) 上的手册 - “质量手册”和“环境保护系统手册”，以及说明手册“以安全、健康和对环境负责的方式开展工作”。另一方不得在尚未了解上述文件的情况下进行任何工作。

1.2 If required the other party shall only make hired-in

workers available who have working command of Chinese or English, or who work under supervision of a person with ultimate responsibility made available by the other party who has working command of Chinese or English, this to avoid any misunderstanding on the work floor.

必要时，另一方应只提供能用中文或英语交流的雇佣工人，或在另一方懂得中文或英文的最终责任人的监督下工作的雇佣工人，以避免在工作场所产生任何误解。

1.3 If the hired-in worker concerned does not meet the expectations of VDL, VDL shall be entitled to immediately send such hired-in worker back to the other party from the location where the hired-in worker is working at that moment, in which case the resulting costs shall be borne by the other party and VDL shall not be held liable.

如果雇佣工人不符合 VDL 的期望，则 VDL 有权立即将该等雇佣工人从当前工作地点遣送回另一方处，在此情况下，由此产生的费用应由另一方承担，且 VDL 不承担任何责任。

1.4 If for whatever reason the hired-in worker is unable to carry out his work during the contract period, the other party shall be held to report this immediately to VDL and to take care of replacement well in time (within 24 hours). The replacement hired-in worker must have at least the same capacities and working experience. If additional training or a training period prove necessary, this shall be borne by the other party, in which case the hourly rate and the agreed delivery date shall remain unchanged, this in accordance with the agreement or purchase order(s) of VDL.

如果由于任何原因，雇佣工人无法在合同期内完成工作，则另一方应立即向 VDL 报告，并及时（在 24 小时内）处理人员更换事宜。更换的雇佣工人必须至少具有相同的能力和工作经验。如果额外的培训或培训期被证明是必要的，则其中所产生的费用将由另一方承担，在这种情况下，小时费率和约定的交付日期将保持不变，这符合 VDL 的协议或采购订单。

1.5 The other party is not permitted to exert any recruitment activities among employees of VDL or third parties engaged by VDL.

另一方不得在 VDL 的员工或 VDL 聘用的第三方中进行任何招聘活动。

1.6 The other party and/or hired-in workers shall not be permitted, in any way whatsoever, to remove any files and/or data of VDL and/or its principals, directly or indirectly, or to share, collect, copy and/or transfer these without the prior written consent of VDL, this on pain of a penalty as set forth in article 12 GPTC.

未经VDL的事先书面同意，另一方和/或雇佣工人不得以任何方式直接或间接删除VDL和/或其负责人的任何文件和/或数据，或共享、收集、复制和/或转让该等文件和/或数据，如果有违反则将受到《GPTC》第12条规定的处罚。

1.7 If at any moment during the secondment period there is no adequate work on hand, the hired-in worker shall make himself useful in all sorts of ways for the benefit of the progress of the project for which he is hired-in and/or for the benefit of other projects for which he has built up expertise.

如果雇佣工人在借调期间的任何时候，手头无足够工作，则其应在各种方面为受雇项目的进展和/或为其具备专业知识的其他项目做出贡献。

2. Liability (Supply Chain)

责任（供应链）

2.1 The other party warrants that all foreign employees directly or indirectly employed by itself or third parties who will participate in the VDL projects shall provide copies of their passports and work permits to the VDL payroll administration, and shall timely inform VDL payroll administration of any changes to the relevant information.

另一方特此保证，其直接或间接雇佣的所有外国员工或参与VDL项目的第三方应向VDL工资管理部门提供其护照和工作许可证的副本，并应及时通知VDL工资管理部门相关信息的任何变更。

3. Delivery scope and rates

交付范围和费率

3.1 By way of supplement to article 3.1 of the GPTC, the relevant delivery scope and the agreed rates are set forth in the agreement concerned. All other costs such as daily allowance, telephone expenses, travelled hours, et cetera shall not be compensated and shall be deemed included in the agreed rates, unless stated otherwise in the agreement concerned

作为对《GPTC》第3.1条的补充，相关交付范围和商

定费率在相关协议中有所规定。除非有关协议中另有说明，否则所有其他费用（如每日津贴、电话费、差旅费等）均不予补偿，并应视为包含在协定费率中。

3.2 If at the request of VDL additional expenses are incurred by the other party, these shall be compensated based on a statement of expenses, provided that VDL has given its prior written approval.

如果应VDL的要求，另一方产生额外费用，这些费用应根据费用清单予以补偿，但需获得VDL的事先书面批准。

4. Administration and invoicing

管理和开票

4.1 The hired-in worker must register his arrival at work and sign out in a form of registration determined by VDL, depending on what is available and possible on the working location, and shall give VDL his approval for this. The hired-in worker shall be deemed to respect the timetable for breaks and resting hours stipulated by VDL. Every week clearly readable statements of worked hours, signed by VDL, shall be forwarded to the administration of VDL. In case of discrepancies with any statements of worked hours submitted by the other party, whether or not signed by VDL, the salary administration of VDL shall prevail.

雇佣工人到达工作地点时必须签到，并以VDL确定的登记形式签出，具体取决于工作地点的可用和可能情况，并应给予VDL批准。雇佣工人应被视为遵守VDL规定的休息时间表。每周，由VDL签署的清晰可读的工作时间报表应转发给VDL的管理部门。如果与另一方提交的任何工作时间报表不一致，则无论是否经由VDL签署，均应以VDL的工资管理部门记录的工作时间为准。

4.2 Invoices must be submitted to VDL each month - or in another frequency as agreed in writing - in accordance with article 3.6 of the general provisions of the GPTC, accompanied by a copy of the statements of worked hours signed by VDL. All invoices shall be made available for payment by VDL after full approval in writing.

根据GPTC通用规定第3.6条，发票必须按月提交给VDL，或以书面约定的另一频率提交，并附上VDL签署的工作时间表副本。所有发票均应在获得完整的书面批准后由VDL支付。