



<p align="center">ADDENDUM TO DAYCO GLOBAL TERMS AND CONDITIONS OF PURCHASE</p>	<p align="center">岱高全球采购条款和条件附录</p>
<p>For all Orders issued by Dayco (Suzhou) Automotive Components Co., Ltd., Dayco (Shanghai) Auto Parts Co., Ltd and [the third Dayco China entity], the Global Terms are supplemented, amended or replaced (as the case may be) as follows:</p>	<p>关于岱高（苏州）汽车零部件有限公司、岱高（上海）汽车零部件有限公司和[第三方岱高中国实体]发出的订单，全球条款经补充、修订或替换（视情况而定）如下：</p>
<p>Section F and J of the Global Terms shall be supplemented with the following:</p> <p>Seller acknowledges and agrees that Purchaser has used its reasonable efforts to bring to its attention to provisions whereby Purchaser's liabilities are excluded or limited under the Global Terms, this Addendum and Additional Purchase Order Terms and Conditions, and that upon its request Purchaser has duly explained such provisions. Seller further warrants, represents and agrees that in executing and delivering the relevant transaction documents it does so freely and voluntarily, that it consulted with or has had the opportunity to consult with independent counsel of its own, and that it has read and understands the Global Terms, this Addendum and Additional Purchase Order Terms and Conditions, is fully aware of their legal effects and has entered into them freely based on its own judgment. Hence, the Global Terms, this Addendum and Additional Purchase Order Terms and Conditions shall not be construed against Purchaser on the basis that it was the drafter.</p>	<p>全球条款第F条和第J条应补充如下：</p> <p>卖方承认并同意买方已尽其合理努力提请卖方注意全球条款、本附录以及附加采购订单条款和条件项下有关排除或限制买方责任的规定，且经其要求，买方已恰当地解释该等规定。卖方进一步保证、陈述并同意，其签署及交付相关交易文件是自由自愿的，其已经咨询过或已经有机会咨询其独立顾问，且其已经阅读并了解全球条款、本附录和附加采购订单条款和条件，充分了解它们的法律效力并基于其自己的判断不受任何限制地签订了该等文件。因此，全球条款、本附录和附加采购订单条款和条件不得因买方为起草方而做出对其不利的解释。</p>
<p>Section O of the Global Terms shall be replaced with the following:</p> <p>O. Compliance with Laws: Licenses, Anti-Corruption and Anti-Bribery, and Labor Practice</p> <p>FOR DAYCO CHINA ENTITIES</p> <p>For all Orders issued by Dayco (Suzhou) Automotive Components Co., Ltd., Dayco (Shanghai) Auto Parts Co., Ltd and [the third Dayco China entity], the Global Terms</p>	<p>全球条款第O条应替换为下述条款：</p> <p>O. 遵守法律：许可、反腐败和反贿赂及用工行为</p> <p>岱高中国实体</p> <p>关于岱高（苏州）汽车零部件有限公司、岱高（上海）汽车零部件有限公司和[第三方岱高中国实体]发出的所有订单，全球条款经补充、修订或替换（视情况而定）如下：</p>

are supplemented, amended or replaced (as the case may be) as follows:

1. Compliance: Seller warrants and undertakes that the Items and their production or completion shall not violate or cause Purchaser to be in violation of any and all laws, provisions and/or regulations applicable in the countries in which the Products are manufactured and/or to which they are destined, including but not limited to national or local laws, regulations, orders and/or industry standards of the People's Republic of China.

2. Licenses: Seller warrants and undertakes to obtain and pay for any licenses, permits, and inspections by government authorities and/or public bodies required in connection with the manufacture, construction, sale and delivery of the Items.

3. Anti-Corruption and Anti-Bribery: Seller represents and warrants that Seller, Seller's employee, Seller's representative and Seller's subcontractor will not make any payments or provide any benefit to a Government Official to induce such Government Official to make any governmental act or decision to help Purchaser or the Items and will not make a payment or offer any item or benefit, regardless of value, as an improper inducement for such Government Official to facilitate or approve any proposal and project related to Purchaser or the Items, or otherwise improperly to benefit Purchaser's business activities or the Items. Purchaser is entitled to terminate this Contract immediately if Seller, on behalf of Purchaser or any other company, has made or is making any improper payment or benefit to a government official. Seller is obligated to bear all the damage and loss incurred hereof. Seller agrees to indemnify and hold harmless Purchaser against any cost, loss, liability or expense (including attorneys' fees) arising out of third party claims against Seller due to such improper payment.

4. Labor Practice: When hiring, Seller agrees to recruit, select, and develop employees based on merit, without regard to race, color, religion, gender, age, national origin, sexual orientation, gender identity, marital status, veteran status, disability or any other characteristic protected by law. Seller shall comply with local labor laws, including but not limited to those on

1. 遵守法律: 卖方保证并承诺, 商品及其生产和完成不应违反或导致买方违反在产品生产和/或目的地国适用的任何及所有法律、法规和/或条例, 包括但不限于中华人民共和国的国家或地方性法律、法规、命令和/或行业标准。

2. 许可: 卖方保证并承诺自费取得商品的制造、建设、销售和交货所需的任何相关许可、执照并接受政府部门和/或公共机构的检查。

3. 反腐败和反贿赂: 卖方陈述并保证, 卖方、卖方员工、卖方代表和卖方的分包商不会向政府官员支付任何款项或提供任何利益以引诱该政府官员作出任何有助于买方或商品的政府行为或决定, 亦不会给付款项或提供任何物品或利益, 无论价值如何, 不当地引诱该政府官员促进或批准任何与买方或商品有关的提议和项目, 或采取其他有利于买方的商业活动或商品的不当行为。如果卖方代表买方或任何其他任何公司已经或者正在向政府官员提供不正当款项或利益, 买方有权立即终止本合同。卖方有责任承担一切由此引起的损害和损失。卖方同意赔偿并使买方免于因第三方就上述不当给付向卖方索赔导致的任何成本、损失、责任或费用(包括律师费)。

4. 用工行为: 在招聘时, 卖方同意根据绩效招募、选拔和培养员工, 而不考虑其种族、肤色、宗教、性别、年龄、国籍、性取向、性别认同、婚姻状况、兵役状况、残疾或任何其他受法律保护的特征。卖方应遵守当地劳动法律, 包括但不限于就最低工资、工作时间、工作条件、社会保险、劳动保护、节假日等做出规定的法律, 并且卖方将向其工作人员提供合理期

<p>minimum wages, work hours, working conditions, social insurance, labor protection, holidays, etc and Seller will provide Seller's work force with reasonable periods of rest and leave for illnesses and emergencies. Further, neither Seller nor Seller's suppliers will use or tolerate forced or involuntary labor or any type of child labor that fails to comply with the International Labour Organization's Conventions 182 (prohibiting the worst forms of child labor) and 138 (setting minimum working age standards).</p>	<p>限的休假、病假和事假。此外，无论卖方或其供应商均不得使用或容忍强迫或非自愿劳动，或违反国际劳工组织第182号公约（禁止最恶劣形式的童工）和第138号公约（设定最低劳动年龄标准）规定的任何形式的童工。</p>
<p>Section T(3) of the Global Terms shall be replaced with the following:</p> <p>3. Governing Law and Settlement of Disputes: The rights and obligations of the parties hereto shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the related Convention on the Limitation Period in the International Sale of Goods rather the rights and obligations shall be governed by and interpreted in accordance with the laws of the People's Republic of China. In case a Chinese translation of the Order and the documents referred to on the face hereof is provided to Seller, the English version shall prevail in case of any discrepancy between the Chinese translation and the English version. Any dispute arising from or in connection with the Order and the terms and conditions hereof shall be submitted to the China International Economic and Trade Arbitration Commission in Beijing ("CIETAC") for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral tribunal shall be comprised of three arbitrators with each party nominating one while CIETAC appointing the chief arbitrator. The arbitration language is in English. The arbitral award is final and binding upon both parties.</p>	<p>全球条款第T(3)条应替换为下述条款：</p> <p>3. 管辖法律和争议解决：本附录各方的权利和义务不受1980年《联合国国际货物销售合同公约》或相关的《联合国国际货物买卖时效期限公约》规定管辖，该等权利和义务应受中华人民共和国法律管辖并依其解释。如果向卖方提供本附录提及的订单和文件的中文翻译文本，则中文翻译文本和英文文本不一致时，以英文文本为准。由订单和本附录的条款和条件引起的或与其相关的任何争议应提交在北京的中国国际经济贸易仲裁委员会（“贸仲委”）根据申请仲裁时贸仲委有效的仲裁规则进行仲裁。仲裁庭应当由三名仲裁员组成，每方各提名一名仲裁员，由贸仲委任命首席仲裁员。仲裁语言为英语。仲裁裁决是终局的，对双方均有约束力。</p>
<p>Section U (last sentence) of the Global Terms shall be replaced as the following:</p> <p>Any action resulting from any breach or wrongdoing on the part of the Purchaser must be commenced within the relevant statute of limitation provided by the law of People's Republic of China after the cause of action has accrued.</p>	<p>全球条款第U条（最后一句）应替换为如下条款：</p> <p>由买方的违反或不当行为导致的任何诉讼，必须在诉因产生后于中华人民共和国法律规定的相关诉讼时效内提起诉讼。</p>

