



<p>DAYCO GLOBAL TERMS AND CONDITIONS OF PURCHASE</p>	<p>岱高全球采购条款和条件</p>
<p>A. Parties, Items</p>	<p>A. 当事人、商品</p>
<p>1. Parties: Dayco Products, LLC or any of its affiliates, subsidiaries or divisions referenced on the purchase order that incorporates these terms and conditions of purchase (the "Order") is referred to as "Purchaser." The person or company indicated on the Order, with whom the Order is placed, is referred to as "Seller."</p>	<p>1. 当事人：含有该等采购条款和条件的采购订单（“订单”）上列明的岱高产品有限责任公司或任何其关联公司、子公司或分部称为“买方”。订单上列明的签发该订单的个人或公司称为“卖方”。</p>
<p>2. Items: All products, materials, goods, services, supplies, or work covered by the Order, regardless of type, are referred to as "Items."</p>	<p>2. 商品：订单所包括的一切产品、原材料、货物、服务、供应品或工作成果，无论何种类型，均称为“商品”。</p>
<p>3. Except as specifically modified in the applicable country specific Addendum (individually each a "Country Specific Addendum" and collectively "Country Specific Addendums"), these Global Terms and Conditions of Purchase ("Global Terms") apply to, and are part of, all purchase orders issued by Purchaser.</p>	<p>3. 除适用的国家特定补充条款（“国家特定补充条款”）中特别修订的外，本全球采购条款和条件（“全球条款”）适用于买方签发的所有采购订单，并为采购订单的一部分。</p>
<p>B. Quantity, Price</p>	<p>B. 数量、价格</p>
<p>1. Quantity: If the quantity of Items to be purchased is specified on the Order, the Order is not enforceable beyond the quantity of Items shown on the front of the Order. If the quantity of Items to be purchased is not specified on the Order, then the quantity is for Purchaser's requirements and the Purchaser will, by a written or electronic authorization (a "release"), communicate to the Seller, from time to time, the quantity of the Items to be purchased and the due dates for delivery of such Items.</p>	<p>1. 数量：若订单上已注明需要采购的商品数量，则订单对于超出其正面所显示的商品数量的部分不具有可执行性。若订单上未注明需要采购的商品数量，则数量为买方要求的数量，且买方将不时通过书面或电子授权（“发货通知”）向卖方传达需要采购的商品数量和该商品的交付日期。</p>
<p>2. Price: Seller warrants the price of the Items shall be the lowest price at which these or similar Items are sold to other customers in similar quantities or the last price charged or quoted to Purchaser, whichever price is lower. If, during the period that the Order is in effect, Seller reduces the price at which these or similar Items are sold to customers other than Purchaser, the price for any Items delivered to Purchaser after the price payable by such other customers has been reduced shall automatically be reduced to the price charged to such other customers. If no price is specified on the Order, the price shall be the lowest price at which the Items are sold by Seller. The prices specified on the Order are fixed and shall include all charges and expenses related to the sale of the Items to Purchaser and no additional charges shall be added to the amount due from Purchaser in connection with the sale of the Items including, but not limited to, surcharges, shipping, packaging, taxes and duties.</p>	<p>2. 价格：卖方保证，商品价格应为其向其他客户出售相同或类似商品的最低价，或是其向买方收取或提供的最新价格，取两者中较低者。在订单有效期间，若卖方降低价格向买方以外的客户出售相同或类似商品，则在该等其他客户应付的价格已降低后，交付给买方的任何商品的价格应自动降价至向该等其他客户收取的价格。若订单上未注明价格，则价格应是卖方出售商品的最低价。订单上规定的价格为固定价格，且应包括向买方出售商品的全部收费和费用，并且除买方须支付的金额之外，卖方不得向买方收取与商品销售有关的额外费用，包括但不限于附加费、运费、包装费、税费和关税等。</p>



C. Delivery	C. 交付
1. Time is of the essence.	1. 时间至关重要。
Dayco Global Terms and Conditions of Purchase	岱高全球采购条款和条件
Version: 002	版本: 002
These Terms and Conditions are effective for all Purchase Orders issued,	本条款和条件对签发的所有采购订单有效
Revision Date: 1 May 2015 reissued or amended on or after the Revision Date	修订日期: 2015年5月1日, 于修订日期或之后重新发布或修订
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2. The exact quantity of Items is to be delivered to Purchaser at the date and place specified on the Order or on Purchaser's release. When Seller is aware of any actual or potential conflict that delays or threatens to delay its performance of the Order, Seller shall notify Purchaser immediately of such delay or threatened delay and fully inform Purchaser of the reason or reasons for such conflict. Purchaser reserves the right without prejudice to other rights of Purchaser, to cancel the Order or any release issued pursuant to an Order, in each case without liability, if Seller fails to deliver the Items, or if Purchaser has reason to believe that Seller may fail to deliver the Items, within the time and to the place specified on the Order or on Purchaser's release.	2. 商品应严格按照订单或买方发货通知上注明的日期和地点交付给买方。当卖方意识到任何实际或可能的冲突会导致或可能导致延迟履行订单时, 卖方应立即通知买方该等延迟或可能的延迟, 并向买方充分说明该等冲突的原因。若卖方未在规定的时间内交付商品或买方有理由相信卖方可能无法在规定的时间内交付商品, 买方有权在不影响买方其他权利的情况下取消订单或根据订单签发的发货通知, 在任何一种情况下均无需承担责任。
3. If the exact quantity of Items are not delivered to Purchaser at the date and place set forth on the Order or on Purchaser's release, Purchaser, at its discretion, may: (a) accept the delivered quantities and modify the following orders or releases due to differences and, if quantities delivered are in excess of what was ordered, store excess Items at Seller's expense; or (b) reject the exceeding quantities and return them at the risk and expense of Seller; or (c) request that Seller deliver any lacking quantities at its expense; or (d) terminate the Order. Seller is responsible for all additional costs of any resulting expedited or other special transportation which may be required by Purchaser.	3. 若未按照订单或买方发货通知上指定的时间和地点向买方交付准确数量的商品, 买方可自行决定: (a) 因数量不同, 接受交付的数量并修改后续订单或发货通知, 如果交付的数量超出订购的数量, 则将超出数量的商品存放在仓库里并由卖方负担费用; 或 (b) 拒绝接受超出的数量并退回给卖方, 由卖方负担风险和费用; 或 (c) 要求卖方自费补交任何缺少的数量; 或 (d) 终止订单。卖方应负责因买方可能要求加急或其他特种运输而产生的全部额外成本。



<p>4. Purchaser may from time to time, by release or other written notice to Seller, make reasonable changes to the drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment, or other requirements of Purchaser with respect to the Items and Seller shall make the changes required by Purchaser without any change in the price payable by Purchaser with respect to such Items. If the changes proposed by Purchaser are material, upon Seller's written request delivered to Purchaser no later than three (3) business days following Seller's receipt of a request for a change, which written request shall be supported with appropriate documentation, the parties may discuss an equitable adjustment to prices and times for performance necessitated by Purchaser's requested changes. No increase in the price payable for Items or the time for delivery of Items shall be effective unless in writing signed by Purchaser's authorized representative.</p>	<p>4. 买方可通过发货通知或给买方的其他书面通知, 不时地对图纸、规格、原料、包装、测试、数量、交付或装运时间或方式、或买方有关商品的其他要求做出合理变更, 并且卖方应根据买方的要求做相应的变更, 但是有关该商品的买方支付价格不变。若买方提议的变更是实质性的, 一旦卖方在收到买方变更要求后三 (3) 个工作日内向买方发出书面请求并随附适当的支持文件, 为执行买方所要求的变更之必要, 双方可协商对价格和时间作出公平调整。商品价格上涨和交付时间延长须经买方授权代表书面签署方可生效。</p>
<p>5. Upon request of Purchaser, Seller shall keep at its own facilities security stocks of Items in order to ensure the fulfillment of Purchaser's future Orders or releases, as the case may be. If used, such security stocks shall be promptly restored.</p>	<p>5. 应买方要求, 卖方应在自己的工厂保持商品的安全库存量以确保满足买方将来的订单或发货通知需求 (视情况而定)。如果商品被使用, 应立即恢复该等安全库存量。</p>
<p>D. Title and Risk of Loss</p>	<p>D. 所有权和损失的风险</p>
<p>1. Title Warranty: Seller warrants that it has good title to the Items, free and clear of all liens and encumbrances, and will transfer such title to Purchaser. Seller affirmatively waives any liens, whether based on statute or common law, that Seller might otherwise have on any Items.</p>	<p>1. 所有权保证: 卖方保证其对商品享有有效的所有权, 不存在任何留置权和产权负担, 并将向买方转让该所有权。卖方明确放弃其对任何商品可能享有的任何留置权, 无论是基于法令或普通法。</p>
<p>2. Title and Risk of Loss: Title and risk of loss to the Items shall remain with Seller until the Items have been delivered to and accepted by Purchaser or its authorized agent or consignee at the location specified on the Order, unless otherwise specified on the Order. If Purchaser rejects or refuses to accept tender or</p>	<p>2. 所有权和损失的风险: 除订单另有规定外, 商品所有权和损失的风险将属于卖方直至商品在订单上注明的地点交付并为买方或其授权代表或收货人接受。若买方因所提供或交付的商品不符合规格或订单条款、或者商品的提供或交付不符合规格或订单条款、或者交付的商品数量超过订单或发货通知规定的数量而拒绝接受商品的提供或</p>



delivery of any Items, where the Items tendered or delivered fail to conform to specifications or the terms hereof or where the quantity of Items delivered is in excess of the quantity specified on the Order or release, then title and risk of loss with respect to the Items shall remain with the Seller until Seller cures any defects in the specifications, quantity or other nonconformities of the Items tendered or delivered or until Purchaser accepts in writing such nonconforming Items.	交付，则该等商品的所有权和损失的风险将属于卖方直至卖方消除存在于所提供和交付的商品规格、数量或其他不合格情况中的缺陷，或者直至买方书面接受该等不合格商品。
Dayco Global Terms and Conditions of Purchase	岱高全球采购条款和条件
Version: 002	版本: 002
These Terms and Conditions are effective for all Purchase Orders issued,	本条款和条件对签发的所有采购订单有效
Revision Date: 1 May 2015 reissued or amended on or after the Revision Date	修订日期: 2015年5月1日, 于修订日期或之后重新发布或修订
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E. Shipment, Marking, Packing	E. 装运、标记、包装
Items shall be shipped FCA Seller's facility unless otherwise specified on the Order. Freight terms shall be governed by Incoterms (2010) on a case by case basis. All shipments shall be properly packed, marked and shipped in accordance with the requirements of Purchaser and the common carrier and in a manner which shall permit securing the lowest transportation rates. Any materials designated by law or regulation as hazardous must be marked accordingly. Seller shall reimburse Purchaser for all expenses incurred by Purchaser as a result of improper packing, marking or routing. If it is necessary for Seller to ship by a more expensive means in order to comply with a required delivery date, such cost shall be paid by Seller.	除订单另有规定外，商品应在卖方工厂货交承运人的方式交易。运输条款根据具体情况适用《国际贸易术语解释通则》（2010年）。所有货运应按照买方和公共承运人的要求妥善包装、标记和运送，并在一定程度上确保最低的运输费率。任何被法律或法规规定为有害的原料必须做相应的标记。卖方应赔偿买方因不当包装、标记或路线而产生的全部费用。若卖方有必要通过一种更昂贵的工具运送以确保按时交货，则该费用应由卖方支付。
F. Acceptance: Additional or Different Terms	F. 接受: 附加或不同的条款
The first to occur of Seller's (i) failure to object in writing, within two business days of receipt, to these	如果卖方 (i) 未在收到后两个工作日内对本国际条款或订单上的条款提出书面异议、(ii) 开始生



<p>Global Terms or the terms on the Order, (ii) commencement of work on the Items, (iii) shipment of the Items or (iv) Seller's acceptance by its signature of these Global Terms (or any Order incorporating these Global Terms) , shall be deemed acceptance of the Order and these Global Terms. Any acceptance of the Order is limited to acceptance of the express terms contained on the Order and these Global Terms, the applicable Country Specific Addendum and the Additional Purchase Order Terms and Conditions, as defined herein. Seller acknowledges that a request for quotation issued by Purchaser and a quotation issued by Seller are not offers. Any and all terms on Seller's quotation or any other form of communication or documentation provided by Seller or any attempt by Seller to vary any of the terms of the Order in any manner shall be deemed material, are objected to and rejected by Purchaser, and shall not become part of the Order and shall not be binding without Purchaser's written consent.</p>	<p>产商品、(iii) 装运商品或 (iv) 签字接受本国际条款，无论哪种情况先发生，卖方都应被视为接受订单及本国际条款。接受订单仅限于接受订单和本国际条款包含的明示条款、适用的国家特定补充条款以及本国际条款中定义的附加采购订单条款和条件。卖方确认，买方发出的询价函和卖方发出的询价函均不构成要约。如卖方报价单中的任何条款、或由卖方提供的任何其他形式的通讯或文件、或卖方以任何方式试图变更任何订单条款时，均应被视为是实质性的变更，买方对此予以反对并拒绝，且未经买方书面同意均不得成为订单的一部分、不具备约束力。</p>
<p>G. Warranty by Seller, Indemnification, Insurance and Infringement</p>	<p>G. 卖方保证、赔偿、保险和侵权赔偿</p>



<p>1. Warranty by Seller: Seller warrants all Items delivered hereunder to be (a) free from defects in material and workmanship, (b) to be of good and merchantable quality, (c) to conform strictly to all specifications, drawings, or samples which may have been provided to or furnished by Purchaser, (d) to fit the purpose for which the Items are intended and capable of the performance necessary for the safe and proper function of the final products to which they are incorporated and (e) comply with applicable law. If the samples, drawings, specifications or changes thereto are furnished by Seller, then Seller warrants that the Items are free from defects in design. This warranty is in addition to all warranties provided by law. Seller's warranty shall extend to Purchaser, its successors, assigns, customers and users of Items. The warranty period is the longest of: four years from the date Purchaser accepts the Items, the warranty period provided by applicable law, or the warranty period offered by Purchaser or its customers to end-users for the products into which the Items are incorporated.</p>	<p>1. 卖方保证： 卖方保证依据本全球条款交付的全部商品 (a) 不存在原料和工艺上的缺陷；(b) 品质良好并适销；(c) 严格符合所有规格、图纸或是由买方已提供或供应的样品；(d) 符合商品用途且具备安全和适当发挥其组成的最终产品的功能所需的性能；并且 (e) 符合适用的法律。若样品、图纸、规格或其变更是由卖方提供的，则卖方保证商品不存在设计缺陷。该保证是法定担保之外的保证。 卖方保证的适用范围扩及买方及其继任人、受让人、客户和商品的使用者。保证期间取以下各项中最长者：自买方接受商品之日起四年、或适用的法律所规定的保证期间、或买方或其客户乃至商品所组成产品的最终使用者提议的保证期间。</p>
<p>Dayco Global Terms and Conditions of Purchase</p>	<p>岱高全球采购条款和条件</p>
<p>Version: 002</p>	<p>版本： 002</p>
<p>These Terms and Conditions are effective for all Purchase Orders issued,</p>	<p>本条款和条件对签发的所有采购订单有效</p>
<p>Revision Date: 1 May 2015 reissued or amended on or after the Revision Date</p>	<p>修订日期： 2015 年 5 月 1 日，于修订日期或之后重新发布或修订</p>
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<p>2. Indemnification: Seller shall indemnify and hold Purchaser, its agents, servants, consignees, employees, directors, officers, shareholders, licensees, and their customers, representatives, and end users (each a "Purchaser Indemnified Party") harmless from and against all expenses (including actual attorney's fees and expenses), losses, liabilities and damages (including special, incidental, consequential, punitive and exemplary damages) of any kind or nature (individually and collectively "Damages") arising in connection with, based upon, related to or resulting from claims, demands, actions, causes of action, suits, proceedings or charges of whatever kind or nature (individually and collectively "Claims") in connection with the Items, the Order or any other matter contemplated by these terms including but not limited to, Claims arising in connection with, based on, related to or resulting from (i) any tort (including negligence), personal or bodily injury, death, damage to private or public property, willful carelessness, an intentional act or omission, a defect, breach of express or implied warranty, failure to warn or strict liability arising in any manner from any application or use of the Items, (ii) Seller's failure to deliver the Items within the time required by the Order and (iii) any failure of the Items to comply with all terms and conditions of the Order. Seller shall assume the defense of any Claim immediately upon receipt of a written notice from a Purchaser Indemnified Party of any such Claim and request by a Purchaser Indemnified Party for indemnification. The Purchaser Indemnified Parties may engage their own counsel, at Seller's expense, to participate in the defense of any such Claim and, if such Claim involves a request for remedy other than the payment of monetary damages, then Purchaser may assume control of the defense of such Claim without relieving Seller of its obligation to provide indemnification. Seller must not settle any Claim without first obtaining Purchaser's written consent to such settlement.</p>	<p>2. 赔偿：卖方应赔偿并使买方及其代理人、服务商、收货人、雇员、董事、高级职员、股东、许可商以及其客户、代表和最终使用者（任一方均称“买方受赔偿方”）免于因与商品、订单或该等条款涵盖的任何其他事项相关的任何种类或性质的索赔、诉求、诉讼、诉讼因由、起诉、诉讼程序或控告（单独及合称为“索赔”）而产生任何种类或性质的任何费用（包括实际的律师费用和开支）、损失、负债和损害赔偿（包括特殊、附带、间接、惩罚性或惩戒性损害赔偿）（单独及合称为“损害赔偿”），包括但不限于因下述情况产生的或与之有关的索赔：(i) 在以任何形式应用或使用商品时因任何侵权行为（包括过失）、人身伤害、死亡、个人或公共财产损害、故意疏忽、故意行为或疏忽、过失、违反明示或默示的保证、未能预先告诫或无过失责任而引起的索赔；(ii) 因卖方未能在订单要求的时间内交付商品而引起的索赔；以及 (iii) 因商品不符合订单全部条款和条件而引起的索赔。一旦收到买方受赔偿方有关任何索赔的书面通知和赔偿请求，卖方应立即承担起对任何索赔的抗辩。买方受赔偿方可聘请自己的律师承担对任何该等索赔的抗辩，由卖方负担费用；并且，如果该等索赔要求采取救济而非支付金钱损失，则买方接管对该等索赔的抗辩，但不免除卖方提供赔偿的责任。卖方在未首先获得买方书面同意的情况下不可擅自解决任何索赔。</p>
<p>3. Insurance: If requested by Purchaser, Seller shall maintain policies of liability insurance, declaring Purchaser as an additional named insured, in such amounts as Purchaser shall designate, to protect Purchaser. Such policies of insurance shall not be cancellable except upon ten days advance written notice to Purchaser. Seller shall furnish proof of such insurance to Purchaser. Prior to commencing work on Purchaser's premises or utilizing Purchaser's property</p>	<p>3. 保险：若买方要求，卖方应购买责任保险。为保障买方，在该责任保险中，买方应被指定为附加保险人，并且保险金额将由买方指定。该险种保单须提前十天书面通知买方才可终止。卖方应向买方提供该保险证明。在买方的场所开始工作之前或在使用买方财产（包括下文定义的买方财产）之前，卖方应适时持有并在要求时向买方提供单据用以证明：(a) 一般性责任保险，其保险范围合理且为买方所接受，并指定买方为附加被</p>



<p>(including Purchaser's Property as defined below) and at all relevant times, Seller must maintain and upon request furnish to Purchaser a certificate evidencing: (a) general liability insurance with coverage limits reasonably acceptable to Purchaser and naming Purchaser as an additional insured; (b) all risk property perils insurance covering the full replacement value of Purchaser's property while in Seller's care, custody, or control and naming Purchaser as loss payee; and (c) worker's compensation insurance as required by applicable law.</p>	<p>保险人；(b) 财产一切险，涵盖买方财产在卖方保管、监管或控制期间的全部重置价值，并指定买方为保险受益人；以及 (c) 适用的法律所规定的职工赔偿保险。</p>
<p>4. Indemnity Against Infringement: If Seller furnishes, owns or is otherwise responsible for any part of the design at issue, Seller shall indemnify and hold the Purchaser Indemnified Parties harmless from any and all Damages arising in connection with, based on, related to or resulting from Claims for wrongful appropriation of any trade secret or infringement of any patent, copyright, trademark or trade name or service mark by reason of the manufacture, use, or sale of the Items by Seller or Purchaser (any such Claim being referred to hereafter as an "Infringement Claim"). Seller shall, immediately upon receipt from a Purchaser Indemnified Party of written notice of any such Infringement Claim, appear in and assume the defense of the Infringement Claim if the Purchaser Indemnified Party shall so request. The Purchaser Indemnified Parties may engage their own counsel, at Seller's expense, to participate in the defense of any such Infringement Claim and, if such Claim involves a request for remedy other than the payment of monetary damages, then Purchaser may assume control of the defense of such Claim without relieving Seller of its obligation to provide indemnification. Seller must not settle any Claim without first obtaining Purchaser's written consent to such settlement.</p>	<p>4. 侵权赔偿：如果卖方提供、拥有或以其他方式负责任何部分讨论中的设计，卖方应赔偿并使买方受赔偿方免于在卖方或买方制造、使用或销售商品时因不正当占用任何商业秘密或侵犯任何专利权、著作权、商标权或商号或服务标识而引起的索赔（任何该等索赔下称为“侵权索赔”）产生的损失。一旦收到买方受赔偿方有关任何该等侵权索赔的书面通知，卖方应立即介入并承担对侵权索赔的抗辩（若买方受赔偿方这样要求）。买方受赔偿方可聘请自己的律师承担对任何该等侵权索赔的抗辩，由卖方负担费用；并且，如果该等索赔要求采取救济而非支付金钱损失，则买方接管对该等索赔的抗辩，但不免除卖方提供赔偿的责任。卖方在未首先获得买方书面同意的情况下不可擅自解决任何索赔。</p>
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<p>H. Termination of Purchase Order and Remedies of Purchaser</p>	<p>H. 采购订单的解除和买方的救济方法</p>



<p>1. Termination at Option of Purchaser: Effective immediately upon delivering written or electronic notice, Purchaser shall have the right to terminate the Order, in whole or in part at any time following the occurrence of any of the following events to or by Seller: (a) failure to comply with all required laws, regulations or orders; (b) failure to use properly skilled personnel; (c) failure to comply with any of its obligations under the Order or any release issued pursuant to an Order; (d) in the event of the insolvency of Seller or the occurrence of any actions indicating insolvency (such as a petition by or against Seller under any chapter of United States bankruptcy or other country's equivalent laws, the appointment of a receiver for all or part of Seller's property or an attempt by Seller to make a general assignment for the benefit of creditors); or (e) there are substantial changes in the ownership/shareholder status of Seller's business. Purchaser also reserves the right to terminate the Order, in whole or in part, at Purchaser's sole convenience upon providing 30 days' notice (written or electronic).</p>	<p>1. 买方选择解除权：在卖方发生下列任一事件时，买方有权随时终止全部或部分订单，在提出书面或电子通知之日起立即生效：(a) 未能遵守全部必要的法律、法规或命令；(b) 未能正确聘用技能人才；(c) 未能遵守其在订单或根据订单签发的任何发货通知项下的任何义务；(d) 破产或发生任何表明破产的事件（例如，卖方依美国破产法律或其他国家同等法律的任何一章提出请求或被提出请求、为卖方的全部或部分财产任命接管人、或卖方为债权人利益试图进行总体转让）；或者(e) 卖方企业的所有权/股东地位发生实质性改变。此外，买方保留出于自身便利在提前 30 天提供（书面或电子）通知的条件下终止全部或部分订单的权利。</p>
<p>2. Purchaser's Rights and Remedies: Upon any termination of the Order in accordance with Section H (1) above, Seller shall immediately stop all work and observe any instructions from Purchaser as to work in process, raw materials, equipment and tooling and Purchaser may immediately exercise all of its rights with respect to Purchaser's Property and Seller's Property as provided in Section K below. In the event the Order is terminated for any reason described in Section H(1)(a), (b), (c), (d) or (e) above, Purchaser may take possession of the Items related to the Order, in whatever state of completion they may be, contract with or employ any other person or persons to finish the Items, and collect from Seller any and all Damages which Purchaser may suffer as a result of the termination of the Order. In the event that the Order is terminated by Purchaser at Purchaser's sole convenience, unless otherwise agreed by Seller and Purchaser, Purchaser shall pay to Seller the following amounts, without duplication: (w) the then- prevailing purchase price for all Items that have been completed and delivered in conformance with the Order and not previously paid for; and (x) the actual and reasonable costs of work-in-process and raw materials incurred by Seller less the sum of the reasonable value or costs (whichever is higher) of any goods or materials used or sold by Seller with Purchaser's written consent. Purchaser will make no</p>	<p>2. 买方的权利和救济方法：一旦订单依上述第 H (1) 条解除，卖方应立即停止一切工作并应遵照买方有关在制品、原材料、设备和工具的指令，买方可立即行使一切与下文第 K 条规定的买方财产及卖方财产有关的所有权。若因上述第 H(1)(a)、(b)、(c)、(d) 或 (e) 条所规定的任何事由解除订单，无论商品是否完成，买方可占有与订单有关的商品，可与任何其他人订立合同或雇佣任何其他人完成商品，并可就买方因订单解除而可能遭受的任何和全部损失向卖方索赔。若买方因其方便解除订单，除买卖双方另有约定外，买方应向卖方不重复支付如下款项：(w) 所有按照订单已经完成并交付但未预先付款的商品的届时购买价格；和 (x) 卖方所发生的在制品和原材料的实际和合理的费用，减去经买方书面同意的、卖方使用或销售的任何物品或原材料的合理价值或费用（取两者中的较高者）。对于卖方在解除前制造或采购的超出公司发货通知中授权的交付数量的制成品、在制品或原材料，以及在卖方标准库存量内或者是适销对路的尚未交付的任何商品，买方无付款义务。卖方应在生效的终止日后 60 天内提出其在本段项下的付款请求，并附证明文件。买方将有权审计相关的账簿和记录、设施、产品、材料、存货及其他与卖方付款请求有关的物品。</p>



<p>payment for finished goods, work-in- process or raw materials fabricated or procured by Seller in amounts in excess of those authorized for delivery in a firm release prior to termination nor for any undelivered Items that are in Seller's standard stock or that are readily marketable. Seller shall submit its request for payments under this paragraph, with supporting documentation, within 60 days after the effective termination date. Purchaser shall have the right to audit the relevant books and records, facilities, work, material, inventories and other items relating to Seller's request.</p>	
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<p>3. Remedies Non-exclusive: Any rights or remedies granted to Purchaser in any part of the Order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in any other part of the Order or that Purchaser may have at law or in equity.</p>	<p>3. 非排他性救济方法: 订单任一部分授予买方的任何权利或救济不是排他性的, 并不排除订单任何其他部分授予买方的、或买方依法律或衡平法可享有的任何其他权利或救济方法。</p>
<p>I. Purchaser Specifications: Changes or Modifications</p>	<p>I. 买方规格: 变更或修改</p>
<p>1. Material Safety Data Sheets: Purchaser is relying upon material safety data sheets furnished by Seller, and Seller shall indemnify the Purchaser Indemnified Parties for any Damages arising out of Seller's failure to provide full, complete and accurate information in the material safety data sheets. Seller shall assume the defense of any Claim arising out of Seller's failure to comply with this section immediately upon receipt of a written notice from a Purchaser Indemnified Party and request by a Purchaser Indemnified Party for</p>	<p>1. 材料安全数据表: 买方依赖于卖方提供的材料安全数据表, 卖方将因其未能提供包含在材料安全数据表中的全部、完整和准确的信息而赔偿买方由此产生的一切损失。一旦收到买方受赔偿方有关任何索赔的书面通知和赔偿请求, 卖方应立即承担起对因卖方未能遵守本节规定而产生的任何索赔的抗辩。买方受赔偿方可聘请自己的律师承担对任何该等索赔的抗辩, 由卖方负担费用; 并且, 如果该等索赔要求采取救济而非支付金钱损失, 则买方接管对该等索赔的抗辩, 但不免除</p>



<p>indemnification. The Purchaser Indemnified Parties may engage their own counsel, at Seller's expense, to participate in the defense of any such Claim and, if such Claim involves a request for remedy other than the payment of monetary damages, then Purchaser may assume control of the defense of such Claim without relieving Seller of its obligation to provide indemnification. Seller must not settle any Claim without first obtaining Purchaser's written consent to such settlement.</p>	<p>卖方提供赔偿的责任。 卖方在未首先获得买方书面同意的情况下不得擅自解决任何索赔。</p>
<p>2. Purchaser Specifications: All specifications, drawings, designs, samples, notes, instructions, engineering notices, or technical data of Purchaser furnished to Seller or referred to in the Order shall be deemed to be incorporated herein by reference the same as if fully set forth herein. Purchaser shall at all times retain title to all such documents, data and samples. Seller shall not disclose the contents of any such documents, data and samples to any person other than those duly authorized by Purchaser. Upon Purchaser's request, Seller shall promptly return to Purchaser all such documents, data and samples and copies thereof. Seller agrees not to sell Items made to Purchaser's specifications to any other person, firm or company except with Purchaser's prior written consent.</p>	<p>2. 买方规格： 买方向卖方提供的或在订单中提及的所有规格、图纸、设计、样品、说明、指令、工程通报或技术资料应被视为通过引用方式成为本条款和条件的组成部分，如同已在此充分阐明。 买方在任何时候均保留全部该等文件、资料和样品的所有权。 卖方不得向未经买方正式授权的任何人披露任何该等文件、资料和样品的内容。 应买方要求， 卖方应立即将全部该等文件、资料和样品及其复印件归还给买方。 卖方同意其不会将买方的规格出售给任何其他人士、企业或公司， 除非获得买方的事先书面同意。</p>
<p>3. Changes: Purchaser shall have the right to make changes (including additions and deletions) from time to time in the Items, the specifications, drawings, designs, packing instructions, or shipping destination or to postpone the delivery. Any adjustments in price and/or other terms of the Order necessitated by such changes must be agreed to in writing by Purchaser.</p>	<p>3. 变更： 买方有权不时地变更（包括添加或删除）商品及其规格、图纸、设计、包装要求或运输目的地或延期交付。 任何价格上的调整和/或由此产生的订单其他条款的必要调整须经买方书面同意。</p>
<p>J. Additional Purchase Order Terms and Conditions on Purchaser's Website</p>	<p>J. 买方网站的附加采购订单条款和条件</p>
<p>All of the terms and conditions applicable to the Order are available on Purchaser's website at www.daycosupplier.com. The website sets forth terms and conditions in addition to those set forth above within the document titled "Supplier Performance Requirements Manual" (referred to herein as the "Additional Purchase Order Terms and Conditions"). The parties hereby agree that the Additional Purchase Order Terms and Conditions are expressly incorporated into the Order and are made a part thereof. The Additional Purchase Order Terms and Conditions shall</p>	<p>订单所适用的全部条款和条件均可在买方网站 www.daycosupplier.com 上获取。该网站列出了除包含在名为“供应商履行要求手册”的文件中的条款和条件之外的条款和条件（在本全球条款中称为“附加采购订单条款和条件”）。双方在此同意，附加采购订单条款和条件将明确被纳入订单且成为其组成部分。附加采购订单条款和条件将与本全球条款中阐述的其他条款和条件具有同等效力。若卖方无法登录买方的网站阅读“供应商履行要求手册”，卖方应在接受订单前通知买方，买方将向卖方提供一份纸印版“供应商履行要求手册”。卖方在此确认，卖方接受订单即</p>



<p>have the same force and effect as the other terms and conditions set forth herein. If Seller is unable to access Purchaser's website to read the "Supplier Performance Requirements Manual," Seller shall notify Purchaser prior to accepting the Order and Seller will be provided with a paper copy of the "Supplier Performance Requirements Manual." By accepting the Order, the Seller hereby confirms that the Seller has read the "Supplier Performance Requirements Manual" and must comply with the same.</p>	<p>表示其已阅读“供应商履行要求手册”，必须如实遵守。</p>
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<p></p>	<p></p>
<p>K. Ownership of Tooling, Bailed Property</p>	<p>K. 工具、受托财产的所有权</p>
<p>1. Purchaser's Property:</p>	<p>1. 买方财产:</p>
<p>(a) Purchaser owns all tooling, jigs, dies, gauges, fixtures, molds, patterns, supplies, materials and other equipment and property used by Seller to manufacture, store and transport Items ("Property") if: (1) the Property is so designated in the Order; or (2) Purchaser or its customer has provided or paid for the Property ("Purchaser's Property"). Seller must assign to Purchaser all contract rights or claims in which Seller has an interest with respect to Purchaser's Property and execute bills of sale, financing statements or other documents reasonably requested by Purchaser to evidence its or its customer's ownership of Purchaser's Property. Seller must indemnify, defend and hold Purchaser and Purchaser's customer harmless from and against all Claims or liens adverse to Purchaser's or its customer's ownership of Purchaser's Property (except those that result from the acts or omissions of Purchaser or its customer) and any Damages that arise from such Claims or liens. If instructed by Purchaser, Seller shall assume the defense of any such claim or lien immediately upon receipt of a written notice from Purchaser and request by Purchaser for indemnification. Seller must not settle any Claim without first obtaining Purchaser's written consent to such settlement. Purchaser may engage its own counsel, at Seller's expense, to participate in the</p>	<p>在以下情况下，买方拥有全部工具、钻模、铸模、仪表、固定装置、模具、模型、物资、材料和其他卖方用于制造、储存和运输商品的设备和财产（“财产”）：(1) 订单这样规定财产的所有权；或(2) 财产是由买方或其客户提供或付款的（“买方财产”）。卖方必须向买方转让与买方财产有利害关系的全部合同权利或索赔，并交付销售单据、财务报表或买方合理要求的并用于证明买方或其客户对买方财产享有所有权的其他文件。卖方必须赔偿买方、为买方辩护并使买方及其客户免于不利于买方或其客户对买方财产所享有的所有权的全部索赔或留置权（除非是因买方或其客户的作为或不作为所导致的）以及因该等索赔或留置权产生的任何损害赔偿。如果买方指示，一旦收到买方的书面通知和赔偿请求，卖方应立即承担起对任何该等索赔或留置权的抗辩。卖方在未首先获得买方书面同意的情况下不可擅自解决任何索赔。买方可聘请自己的律师承担对任何该等索赔或留置权的抗辩，由卖方负担费用。即使买方保留控制或承担对任何索赔的抗辩，也不免除卖方提供赔偿的责任。卖方将以受托保管的方式持有买方财产，并应对在其占有或控制期间发生的买方财产的损失或损害负责。在法律允许的范围内，卖方放弃任何留置权或其可能享有的与买方财产有关的类似权利，无论是基</p>



<p>defense of any such Claim or lien. Even if Purchaser retains control of, or participates in, the defense of any Claim, Seller is not relieved of its obligation to provide indemnification. Seller holds Purchaser's Property on a bailment basis and is responsible for loss or damage to Purchaser's Property while in its possession or control. To the extent permitted by law, Seller affirmatively waives any lien or similar right, whether based in statute or common law, it may have with respect to Purchaser's Property. Purchaser is responsible for personal property taxes assessed against Purchaser's Property.</p>	<p>于法令或普通法。买方负责承担针对买方财产评估的个人财产税。</p>
<p>(b) Seller must: (1) at its expense maintain Purchaser's Property in good condition and repair, normal wear and tear excepted, throughout the useful life of Purchaser's Property; (2) use Purchaser's Property only for the manufacture, storage and transport of Items unless Purchaser otherwise approves in writing; (3) at Purchaser's request and expense, mark Purchaser's Property as belonging to Purchaser or its customer; and (4) not remove Purchaser's Property from Seller's premises without Purchaser's written approval. All replacement parts, additions, improvements, and accessories to Purchaser's Property will become part of Purchaser's Property.</p>	<p>(b) 卖方必须：(1) 在使用买方财产的全部期间，自费确保买方财产处于良好状况和维修，但正常损耗除外；(2) 仅为制造、储存和运输商品之目的使用买方财产，除非买方另行书面同意；(3) 根据买方的要求且由买方承担费用，在买方财产上标示属于买方或其客户；且 (4) 未经买方书面同意不得将买方财产搬离卖方的场所。买方财产的所有替换件、添加件、改进部分和附件均构成买方财产的一部分。</p>
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<p>(c) Purchaser will pay for Purchaser's Property that it is required to purchase at the lesser of: (1) the amount specified in the Order; or (2) Seller's actual cost of the Purchaser's Property, if manufactured by a third party;</p>	<p>(c) 买方将为其需要购买的买方财产按照下列较低者支付费用：(1) 订单指定的金额；或 (2) 卖方用于买方财产的实际成本（如由第三方制造时）；或 (3) 卖方用于购买原料、部件和服务的成本加</p>



<p>or (3) Seller's actual cost of purchased materials, components and services plus Seller's actual cost of labor and overhead allocable to the Purchaser's Property, if manufactured by Seller. Unless otherwise stated in the Order, final payment for Purchaser's Property is due on the vehicle manufacturer's PPAP (Production Part Approval Process) approval date.</p>	<p>上分摊至买方承担的卖方的劳动成本和管理费用（如由卖方制造时）。除非订单另行规定，买方财产的尾款应当在 PPAP（生产件批准程序）的批准之日支付。</p>
<p>(d) Seller must immediately return Purchaser's Property to Purchaser upon request, and Purchaser may retake immediate possession of Purchaser's Property and other property of Purchaser or its customers at any time, with or without cause and without payment of any kind unless otherwise provided herein. As requested by Purchaser and at Purchaser's expense, Seller must either: (1) release the requested Property and other property to Purchaser F.C.A. Seller's plant (Incoterms 2010), properly packed and marked in accordance with the requirements of Purchaser's carrier; or (2) deliver the requested Property and other property to a location designated by Purchaser. If the return or recovery of Purchaser's Property or other property renders Seller unable to produce an Item, the return or recovery will be deemed a termination of the Order with respect to that Item pursuant to Section H hereof.</p>	<p>(d) 一经买方要求，卖方应立即将买方财产予以返还；买方可随时立即收回属于买方或其客户的买方财产或其他财产，无论是否有理由并且除非在此另行规定，无需承担任何费用。根据买方的要求并由买方承担费用，卖方必须：(1) 以在卖方工厂货交承运人（《国际贸易术语解释通则》（2010年））的方式交付要求的财产和其他财产，并根据买方承运人的要求适当包装和标记；或(2) 将要求的财产和其他财产交至买方指定地点。若返还或回收买方财产或其他财产会使卖方无法生产某件商品时，则该返还或回收将被视为根据此处 H 条解除与该商品有关的订单。</p>
<p>2. Seller's Property: Seller owns all Property that is not Purchaser's Property and is paid for by Seller ("Seller's Property"). Seller must at its expense furnish, maintain in good condition, and replace when necessary Seller's Property needed to perform the Order. While the Order covering the Items remains in effect, Purchaser shall have an irrevocable option to purchase Seller's Property used to produce the Items, if no longer needed by Seller to produce Items or products for other customers, for a purchase price equal to the greater of fair market value or Seller's unamortized acquisition cost.</p>	<p>2. 卖方财产：卖方拥有全部不属于买方财产且卖方已经付款的财产（“卖方财产”）。卖方必须自费提供履行订单所需的卖方财产，确保使之处于良好状态，并在必要时予以更换。在涉及某些商品的订单有效期间，买方拥有不可撤销的选择权购买用于生产这些商品的卖方财产，只要卖方不再需要这些财产用于生产商品或为其他客户生产，但购买价格取公平市场价值和卖方未摊销的购置成本中的较高价。</p>
<p>L. Quality, Inspection and Non-Conforming Items</p>	<p>L. 质量、检验和不合格商品</p>



All Items covered by the Order shall be properly marked according to applicable law or regulation and are subject to Purchaser's right to inspect and reject such Items. Delivery and payment do not limit Supplier's responsibility for the quality and serviceability of the Items. Payment for non-conforming Items shall not constitute an acceptance, or impair, limit or otherwise restrict Purchaser's right to claim any legal or equitable right, nor shall it relieve Seller of any responsibility or liability for defects or breach of warranty that are discovered after delivery, payment or acceptance. Items shall be tested for compliance with specifications and these Global Terms in accordance with procedures indicated in the Order, these Global Terms, or any other procedure chosen by Purchaser and communicated to Seller. Seller shall keep appropriate records of trials and tests performed on the Items and of the checks performed on tools and equipment used for production and tests, for the time agreed with the Purchaser and in any case for a minimum period of ten (10) years. Purchaser shall have the right to enter Seller's facilities, at reasonable times, to inspect and test the quality of the Items ordered hereunder, raw materials and manufacturing and testing procedures and review and audit all records relative to Seller's performance of the Order. Any such testing, inspection, review or audit shall not relieve Seller of any responsibility or liability hereunder. Items furnished hereunder may be rejected by Purchaser at any time for defects or defaults revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such Items may have previously been inspected and accepted. Purchaser shall have the right, at Purchaser's option, to return such rejected Items to Seller at Seller's risk and expense (including transportation and handling costs), or to require, at Seller's expense, the correction or replacement of the Items. Seller must comply with the quality control and inspection standards and systems established or directed by Purchaser and shall be QS-9000 and/or ISO 9000-2000 and/or ISO/TS 16949 certified throughout the period of time required to complete delivery of all Items required to be delivered pursuant to the Order. In the event that Purchaser elects to return any Items that are rejected for defects or defaults, non-conforming Items will be held by Purchaser for disposition in accordance with Seller's

所有订单涉及的商品应当根据适用的法律法规适当标记并且卖方有权检验并拒收该商品。交付和付款行为并不限制供应商对商品质量和可用性的责任。对不合格商品的付款行为不构成对该商品的接受，亦不得损害、限制或以其他方式限制买方提出任何法律和衡平法上的权利，亦不免除卖方在交货、付款或接受之后被发现的任何责任或瑕疵责任或违反保证责任。应根据订单、本全球条款规定的程序或买方选择并通知卖方的任何其他程序对商品进行测试，以符合规格和本全球条款。卖方应记录对商品进行的试验和测试以及对生产和测试所用的工具和设备进行的检查，并妥善保管至买方同意的时间期限，且在任何情况下，该时间期限至少为十(10)年。买方有权在适当的时间进入卖方的工厂检验和测试订购的商品、原材料、制造及测试程序的质量，并审核和审计所有与卖方对订单的履行行为相关的记录。任何该等测试、检验、审核或审计不应解除卖方在本全球条款项下的任何责任或义务。买方可随时拒收经检验、分析显示，或在交货后的生产操作或使用过程中被发现存在缺陷或不符合的商品，即使该等商品此前已经过检验并被接受。买方有权选择向卖方退回被拒收的商品并由卖方承担风险和费用(包括运费和装卸成本)，或者要求改正或更换该等商品并由卖方承担费用。卖方应符合买方所建立或指导的质量控制和检验标准和系统，并且应当在完成交付订单要求的商品所需的全部时间段内取得 QS-9000 和/或 ISO 9000-2000 和/或 ISO/TS 16949 认证。若买方选择退回因存在缺陷或不符合而被拒收的商品时，不合格商品在通知拒收后的三(3)天内，或根据情况在商业上合理的更短期间内，将由买方持有并按照卖方的指示处置，费用由卖方承担。若卖方未能及时给予处置指示的，买方可以处置不合格商品或向卖方收取仓储费和手续费但不承担任何责任。附加质量要求标准可在登录 www.daycosupplier.com 后在“供应商履行要求手册”中查询到。



<p>instructions, at Seller’s cost, for three (3) days after notification of rejection, or such shorter period as may be commercially reasonable under the circumstances. If Seller fails to provide timely disposition instructions, Purchaser may either dispose of the non-conforming Items or charge Seller for storage and handling without liability. Additional quality requirements criteria can be found in the “Supplier Performance Requirements Manual” at www.daycosupplier.com.</p>	
<p>Dayco Global Terms and Conditions of Purchase</p>	<p>岱高全球采购条款和条件</p>
<p>Version: 002</p>	<p>版本: 002</p>
<p>These Terms and Conditions are effective for all Purchase Orders issued,</p>	<p>本条款和条件对签发的所有采购订单有效</p>
<p>Revision Date: 1 May 2015 reissued or amended on or after the Revision Date</p>	<p>修订日期: 2015年5月1日, 于修订日期或之后重新发布或修订</p>
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<p>M. Recalls</p>	<p>M. 召回</p>
<p>This section applies to any voluntary or government-mandated offer by Purchaser (or the vehicle manufacturer) to vehicle purchasers to remedy an alleged defect that affects motor vehicle safety or to</p>	<p>本条适用于买方（或车辆制造者）主动或出于政府强制要求而向车辆购买方给出的、用于纠正影响机动车安全的所称缺陷或为了解决车辆不符合相应机动车安全标准或方针所称故障的一切提议</p>



<p>address an alleged failure of a vehicle to comply with an applicable motor vehicle safety standard or guideline (a "Recall"). Except as otherwise stated in the Order, Seller's liability for costs and damages from a Recall resulting in whole or in part from a failure of the Items to conform to the warranties in section G hereof will be determined on a case-by-case basis, based upon: (a) a good faith allocation of responsibility for the Recall; (b) the reasonableness of the costs and damages incurred; (c) the quantity purchased and the price of the affected Items; and (d) other relevant factors.</p>	<p>(“召回”)。除非订单另行规定, 卖方因商品全部或部分不符合本全球条款第 G 条中的保证而导致的召回成本和损失的责任, 将依据以下情况具体确定: (a) 对召回责任的诚意分担; (b) 所产生成本和损失的合理性; (c) 购买数量和受影响商品的价格; 及 (d) 其他有关因素。</p>
<p>N. Intellectual Property and Confidential Information</p>	<p>N. 知识产权和保密信息</p>
<p>1. Purchaser remains the owner of all designs, discoveries, creations, works, devices, masks, work in progress, deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, business processes, models, patterns, tools, dies, jigs, gauges and specifications or other documents, information, materials or other things that Purchaser provides to Seller ("Purchaser's Work Product and Intellectual Property Rights"). In the event that the parties agreement with respect to an Item is canceled or terminated for any reason, Seller grants to Purchaser a non-exclusive, royalty-free and irrevocable, license to use any and all of Seller's work product and intellectual property rights that it may have with respect to an Item ("Seller's Work Product and Intellectual Property Rights") to obtain from an alternate source, products and services that are the same or similar to the Item for use in vehicles or component parts.</p>	<p>1. 买方保留其提供给卖方的所有设计、发现、创造、作品、装置、布图设计、在制品、应交付物、发明、产品、电脑程序、进程、改进、开发、图纸、记录、商业流程、模型、样品、工具、模具、夹具、仪表和规格或其他文件、信息、材料或物品的所有权 (“买方工作成果和知识产权”)。如双方关于某一商品的协议因任何理由取消或解除, 卖方则通过授予买方非独占、免费和不可撤回的许可, 允许买方使用卖方可能拥有的、涉及该等商品的工作成果和知识产权 (“卖方工作成果和知识产权”), 以从替代来源获得用于车辆和零部件的、与该等商品相同或相似的产品及服务。</p>
<p>Dayco Global Terms and Conditions of Purchase</p>	<p>岱高全球采购条款和条件</p>
<p>Version: 002</p>	<p>版本: 002</p>
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<p>2. Seller's Work Product and Intellectual Property Rights include but is not limited to all designs, discoveries, creations, works, devices, masks, models, work in progress, deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others, including Purchaser, which result from or relate to the Items. Purchaser has the sole right to determine the treatment of any of Purchaser's Work Product and Intellectual Property Rights, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Purchaser deems appropriate. Seller agrees: (a) to disclose promptly in writing to Purchaser all Seller's Work Product and Intellectual Property Rights in its possession; (b) to assist Purchaser in every reasonable way, at Purchaser's expense, to secure, perfect, register, apply for, maintain, and defend for Purchaser's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to Purchaser's Work Product and Intellectual Property Rights as Purchaser deems appropriate; and (c) to otherwise treat all Work Product and Intellectual Property Rights of Purchaser as confidential and proprietary information. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of the Order.</p>	<p>2. 卖方工作成果和知识产权包括但不限于由卖方单独或与包括买方在内的其他人共同制作、构思或开发的, 起因于商品或与商品有关的所有的设计、发现、创造、作品、装置、布图设计、模型、在制品、应交付物、发明、产品、电脑程序、进程、改进、开发、图纸、记录、文件、商业流程、信息和材料。买方有权自行决定如何处理任何买方工作成果和知识产权, 包括将其作为商业秘密、签署并提出专利申请、在未申请专利的情况下使用并披露, 以自己的名义申请著作权或商标登记, 或按照买方认为合适的其他任何程序。卖方同意: (a) 尽快以书面方式向买方披露卖方拥有的全部工作成果和知识产权; (b) 在其认为适当时, 协助买方以一切合理方式保护、完善、注册、申请、维持、维护买方的工作成果和知识产权的著作权、专利权、布图设计专有权、商业秘密权、以及一切其他专有权利或法律保护, 费用由买方承担; 以及 (c) 将买方所有工作成果和知识产权作为机密和专有信息对待。这些披露、协助、签署和保密义务在订单期满和解除后继续有效。</p>
<p>3. Seller hereby grants to Purchaser a nonexclusive, royalty-free, irrevocable license to use, repair, rebuild, install, maintain and relocate the Items.</p>	<p>3. 卖方在此授予买方非独占、免费、不可撤销的使用、维修、重制、安装、维护以及迁移商品的许可。</p>
<p>4. Purchaser's Work Product and Intellectual Property Rights, trade secrets, specifications, drawings, notes, instructions, engineering data and analyses, compositions of matter, financial data, and other technical and business data which is supplied or disclosed by Purchaser in connection with an Item or agreement ("Confidential Information") is deemed confidential and proprietary to Purchaser, unless otherwise stated in the Order or expressly agreed to by Seller and Purchaser and remains the sole property of</p>	<p>4. 除非订单另行规定或双方明确同意, 买方提供或披露的与商品或协议有关的买方的工作成果和知识产权、商业秘密、规格、图纸、记录、指示、工程资料和分析、物质成分、财务资料、以及其他技术和商业资料 ("保密信息") 应被视为保密的和专有的, 且属于买方的独有财产。在本协议有效期和协议期满或解除后五年内 (以先发生者为准), 在任何情况下未经买方事先书面同意, 卖方不得出于订单规定以外的目的向任何</p>



<p>Purchaser. For the duration of this agreement and for five years following its expiration or termination, which ever happens first, Seller must not disclose Confidential Information to anyone other than personnel having a need to know or use Confidential Information for any purpose other than as contemplated by the Order without, in each case, the prior written consent of Purchaser. Confidential Information does not include information that: (a) is or becomes generally available to the public other than as a result of a violation of this Section N by Seller; (b) was obtained by Seller on a non-confidential basis from a third party who had the right to disclose it without violating any confidentiality or fiduciary obligation; or (c) Seller is legally required to disclose in the written opinion of Seller’s outside counsel (a copy of which shall be given to Purchaser). However, if Seller receives a demand to produce Confidential Information, if not prohibited by law from doing so, it must immediately inform Purchaser upon receiving such demand so that Purchaser can object to disclosure or seek an appropriate protective order or other appropriate remedies to protect the confidentiality of the Confidential Information. Seller must use at least the same degree of care (but not less than a reasonable degree of care) to safeguard Confidential Information that it uses to protect its own confidential information from unauthorized access or disclosure. Upon request by Purchaser, Seller must promptly return or destroy the original and all copies of Confidential Information received.</p>	<p>其他人（除需要知道或使用保密信息的人士外）披露保密信息。保密信息不包括以下信息：(a) 非卖方违反第 N 条的原因属于或成为公众普遍可用的信息；(b) 卖方在不违反保密义务的情况下从有权公开而不违反任何保密或信托义务的第三方处取得的信息；或 (c) 卖方需要依法在其外部法律顾问的书面意见中披露的信息（应向买方提供一份该等书面意见的副本）。然而，如果卖方收到出示保密信息的要求，若法律不禁止此类做法，卖方应在收到此类要求后立即通知买方，以便买方能够反对披露或寻求适当的保护令或其他适当的救济方法保护保密信息的保密性。卖方必须使用与保护其自己的保密信息相同的注意程度（但不低于合理的注意程度）保护保密信息，防止未经授权的接触和披露。应买方要求，卖方应尽快返还或销毁收到的保密信息原件和全部复制件。</p>
<p>Dayco Global Terms and Conditions of Purchase</p>	<p>岱高全球采购条款和条件</p>
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<p>These Terms and Conditions are effective for all Purchase Orders issued,</p>	<p>本条款和条件对签发的所有采购订单有效</p>
<p>Revision Date: 1 May 2015 reissued or amended on or after the Revision Date</p>	<p>修订日期： 2015 年 5 月 1 日，于修订日期或之后重新发布或修订</p>
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<p>O. Compliance with Laws: Equal Employment: Licenses</p>	<p>O. 遵守法律： 平等就业： 许可</p>



<p>1. Compliance: Seller warrants that the Items and their production or completion shall not violate or cause Purchaser to be in violation of any rights of third parties or of any laws, rules, regulations or orders applicable in the countries in which the Items are manufactured and to which they are destined. Seller represents and warrants that Seller, Seller's employees, Seller's representatives and Seller's subcontractors 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 in such event. Seller agrees to indemnify and hold harmless the Purchaser Indemnified Parties against any Damages arising out of Claims against Seller or Purchaser due to such improper payment or benefit.</p>	<p>1. 遵守法律： 卖方保证商品及其生产和完成不得违反或导致买方违反任何第三方权利或商品原产地国和目的国适用的任何法律、条例、法规或命令。 卖方声明并保证， 卖方、 卖方员工、 卖方代表和卖方分包商不会给予政府官员金钱或提供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， 亦不会给付金钱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或项目， 或采取其他有益于买方的商业活动或商品的不当行为。 如卖方代表买方或其他任何公司已经或者正在向政府官员给付不正当的金钱或利益的， 买方有权立即解除合同。 卖方有责任承担该等事件引起的一切损害和损失。 卖方同意赔偿并使买方受赔偿方免于因该等不当给付或利益向卖方或买方索赔导致的任何损害赔偿。</p>
<p>2. Licenses: Seller shall be required to obtain and pay for any licenses, permits, and inspections by public bodies required in connection with the manufacture, construction, sale and delivery of the Items; in all cases in strict compliance with all applicable anti-corruption laws.</p>	<p>2. 许可： 卖方应当自费取得与商品的制造、建设、销售和交货有关的一切许可、执照、接受公共机构检验； 在任何情况下均应严格遵守所有适用的反腐败法律。</p>
<p>P. Force Majeure</p>	<p>P. 不可抗力</p>



<p>Except as set forth herein, neither party shall be liable for failure to perform or delay in performance hereunder if such failure or delay is due to fire, storm, flood, war, embargo, or any act of God or other cause or contingency beyond such party's reasonable control; provided that, if any act or event described in this Section prevents or may prevent Seller from performing its obligations, Purchaser shall have the right, without obligation or liability to Seller, to purchase Items from another supplier. Under such circumstances, Seller shall reimburse Purchaser for any amount paid in excess of the amount that Purchaser would have paid to Seller for such Item and the delivery of such Item at the date and place specified on the Order or in Purchaser's release. Seller must use diligent efforts to ensure that the effects of any force majeure are minimized and, as promptly as possible, to resume full performance under the Order. If requested by Purchaser in writing, Seller must, within 5 days after Purchaser's request, provide adequate assurances that the delay in Seller's performance resulting from such event will not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide such adequate assurances, Purchaser may immediately terminate the Order without any liability to Seller.</p>	<p>除本全球条款另有约定外，任何一方对因火灾、暴风、洪水、战争、禁令、或任何天灾或其他原因或超出一方合理控制的意外事件所导致的无法履行或延迟履行将不负有责任；若本条款所规定的任何行为或事件妨碍或可能妨碍卖方履行其义务，买方将有权但无义务或责任向另一供应商购买商品。在此情况下，卖方应赔偿买方为该商品支出的任何超出其应付费用（即：按照订单或买方发货通知上注明的日期和地点交付该等商品时买方应付给卖方的费用）的额外费用。卖方必须竭力确保任何不可抗力导致的影响最小，并尽早重新充分履行其在订单项下的责任。如果买方提出书面要求，卖方必须在收到买方的请求后 5 天内充分保证卖方因该等时间而延迟履行订单的时间不超过 30 天。如果延迟超过 30 天或卖方未提供充分的保证，买方可立即终止订单而无需对卖方承担任何责任。</p>
Dayco Global Terms and Conditions of Purchase	岱高全球采购条款和条件
Version: 002	版本： 002
These Terms and Conditions are effective for all Purchase Orders issued,	本条款和条件对签发的所有采购订单有效
Revision Date: 1 May 2015 reissued or amended on or after the Revision Date	修订日期： 2015 年 5 月 1 日，于修订日期或之后重新发布或修订
Page 11	页面 11
Q. Assignment and Subcontracting	Q. 转包和分包
Seller must not assign the Order or any right hereunder without the prior written consent of Purchaser and any assignment made in violation of this Section is null and	未经买方事先书面同意，卖方不得转让订单或其中的任何权利，违反本条规定进行的任何转让均



<p>void. Purchaser may assign its rights and obligations under the Order to its affiliates or subsidiaries, or to any corporation into which it shall be merged, consolidated, or by which all or substantially all of its assets shall be acquired.</p>	<p>无效。买方可将其在订单项下的权利和义务转让给其关联公司或子公司、或任何并购整合买方的公司、或收购买方全部或实质上全部资产的公司。</p>
<p>R. Audit Rights</p>	<p>R. 审计权</p>
<p>Seller must maintain records as necessary to support all amounts charged to Purchaser. Purchaser and its representatives may audit Seller's records of transactions completed within one year prior to the audit date, to the extent needed to verify the quantities shipped and that the prices charged match the agreed-upon prices. Any audit will be conducted at Purchaser's expense (but must be reimbursed by Seller if the audit uncovers material errors in the amounts charged), at reasonable times, and at Seller's usual place of business.</p>	<p>卖方必须保留记录以便在必要时证明其向买方收取的所有金额。买方及其代表可以审计在审核日期前一年内的卖方交易记录，用于核实所需要的装运数量，以及所收取的价格是否与商定的价格一致。任何审计均应由买方承担费用（但若审计发现所收取金额存在重大错误，卖方应予偿还买方承担的审计费用），并应在合理的时间内在卖方经常营业地进行审计。</p>
<p>S. Advertising</p>	<p>S. 宣传</p>
<p>During and after the term of the Order, Seller must not advertise or otherwise disclose its relationship with Purchaser or Purchaser's customers without Purchaser's prior written consent, except as may be required to perform under the Order or as required by law.</p>	<p>在订单期限内及期满后，未经买方事先书面同意，卖方不得宣传或披露其与买方或买方客户的关系，除非因履行订单需要或法律要求。</p>
<p>T. Entire Agreement, Severability, Governing Law</p>	<p>T. 完整协议、可分割性、法律适用</p>
<p>1. Entire Agreement: The Order and the documents referred to on the face of the Order, including but not limited to these Global Terms and the Additional Purchase Order Terms and Conditions and Country Specific Addendums, as defined herein and set forth on Purchaser's website at www.daycosupplier.com, shall be deemed to contain the entire agreement between Purchaser and Seller and to constitute the complete and exclusive expression of the terms of the Order. All prior or contemporaneous written or oral agreements or negotiations between the Purchaser and the Seller with respect to the purchase of the Items provided for by the Order are superseded by the terms and conditions of the Order and the documents referred to on the face of the Order.</p>	<p>1. 完整协议：订单及其正面提及的文件，包括但不限于本全球条款、在此定义和在买方网站 www.daycosupplier.com 所列出的附加采购订单条款和条件以及国家特定补充条款，应被视为包含买方和卖方之间的全部协议并构成订单条款完整和排他的表述。在此之前或同时发生的、有关为订单提供的商品购买的买卖双方之间的所有书面或口头的协议或谈判均将被订单条款和条件以及订单正面提及的文件所取代。</p>
<p>2. Severability: In the event that any word, phrase, clause, sentence, or other provision hereof shall violate</p>	<p>2. 可分割性：若本全球条款中的任何单词、短语、从句、句子或其他条款在其被使用的任何司</p>



any applicable statutes, ordinance, or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.	法管辖内违反任何适用的法规、条例或法律规则，该条款在其违反的范围内无效，但不影响任何其他条款的效力。
3. Governing Law: 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 these rights and obligations shall be governed by and interpreted in accordance with the laws of the State of Michigan without giving any effect to any conflict- of-laws provisions of the laws of the State of Michigan that would require application of another choice of law. Any action hereunder shall be subject to the exclusive jurisdiction of the Oakland County Circuit Court or the United States District Court for the Eastern District of Michigan	3. 法律适用：双方的权利和义务不受 1980 年“国际货物买卖合同法律适用公约”或相关的国际货物销售时效期限公约管辖，而应受密歇根州法律管辖并依据密歇根州法律解释，任何与密歇根州法律冲突、要求应用其他法律选择的条文均不得生效。本国际条款项下的任何诉讼均应受奥克兰县巡回法庭或美国密歇根东区联邦地区法院的专属管辖。
Dayco Global Terms and Conditions of Purchase	岱高全球采购条款和条件
Version: 002	版本：002
These Terms and Conditions are effective for all Purchase Orders issued,	本条款和条件对签发的所有采购订单有效
Revision Date: 1 May 2015 reissued or amended on or after the Revision Date	修订日期：2015 年 5 月 1 日，于修订日期或之后重新发布或修订
P a g e 12	页面 12
U. Limitation on Purchaser's Liability-Statute of Limitations	U. 买方责任限制-诉讼时效
Under no circumstances shall Purchaser be directly or indirectly liable to or indemnify Seller for anticipated profits or for reliance, special, incidental, consequential or exemplary damages or attorney fees claimed by Seller or claimed by a third party against Seller including but not limited to loss of anticipated profits, unabsorbed overhead, interest, product development or engineering costs, investment, facilities and equipment costs or rental, unrecovered depreciation costs, general administrative burden charges or for payments owed by seller to its subcontractors. Purchaser's sole liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from the Order or from the performance or breach hereof shall in no event exceed the sum of a.) the price allocable to the Item thereof, which gives rise	在任何情况下，买方对预期利润，或可信的、特殊的、偶然的、间接的或惩罚性的赔偿，或卖方索赔的或第三方向卖方索赔的律师费不负有直接或间接责任，亦无需向卖方赔偿，包括但不限于：预期利润损失、未分摊间接费用、利息、产品开发或工程成本、投资、厂房及设备成本或租金、未收回折旧费、一般行政管理间接费用或卖方亏欠其分包商的款项。买方对因订单引起的、或与订单有关的、或由订单或履约或违反造成的任何性质的损失或损害索赔的唯一责任，在任何情况下不得超过以下费用的总和：a.) 导致该等索赔的订单所规定的商品的价格；b.) 所有按照订单已经完成并交付但未预先付款的商品的届时购买价格；以及 c.) 减去卖方经买方的书面同意的、卖方使用或销售的任何商品或材料的合理价



<p>to the claim; b.) the then-prevailing purchase price for all Items that have been completed and delivered in conformance with the Order and not previously paid for; and c.) the actual and reasonable costs of work-in-process and raw materials incurred by Seller less the sum of the reasonable value or costs (whichever is higher) of any goods or materials used or sold by Seller with Purchaser's written consent. However, Purchaser will make no payment for finished goods, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized for delivery in a firm release or for any undelivered Items that are in Seller's standard stock or that are readily marketable. Purchaser shall not be liable for penalties of any description. Any action resulting from any breach or wrongdoing on the part of Purchaser must be commenced within one year after the cause of action has accrued.</p>	<p>值或费用（取两者中的较高者）后卖方所发生的在制品和原材料的实际和合理的费用。然而，对于卖方制造或采购的超出公司发货通知中授权的交付数量的制成品、在制品或原材料以及在卖方标准库存内或者是适销对路的尚未交付的任何商品，买方无付款义务。买方对任何种类的处罚不负有责任。任何因买方违反或不当行为所引起的任何诉讼必须在该等诉讼的起因发生一年内提起。</p>
<p>V. Electronic Communication</p>	<p>V. 电子通讯</p>
<p>Seller must comply with the method of electronic communication specified by Purchaser in Purchaser's request for quotation and confirmed in the Order, including requirements for electronic funds transfer, purchase order transmission, electronic signature and communication. Seller must also comply with any modification to Purchaser's specified method of electronic communication after the date of the Order, subject to section I hereof.</p>	<p>卖方必须遵守由买方在其报价邀请函中规定的、并在订单中确认的电子通讯方法，包括对电子资金转账、采购订单传送、电子签名和通讯的要求。卖方还须遵守根据上述第 I 条在订单日期之后对买方规定的电子通讯方法的任何修改。</p>
<p>Dayco Global Terms and Conditions of Purchase</p>	<p>岱高全球采购条款和条件</p>
<p>Version: 002</p>	<p>版本： 002</p>
<p>These Terms and Conditions are effective for all Purchase Orders issued,</p>	<p>本条款和条件对签发的所有采购订单有效</p>
<p>Revision Date: 1 May 2015 reissued or amended on or after the Revision Date</p>	<p>修订日期： 2015 年 5 月 1 日，于修订日期或之后重新发布或修订</p>
<p>Page 13</p>	<p>页面 13</p>
<p>W. Past-Model Service Requirements</p>	<p>W. 售后服务要求</p>
<p>Seller must make Items available to Purchaser for Purchaser's past-model service requirements for a period of 15 years after Purchaser completes current-model purchases of those Items from Seller. The parties</p>	<p>自买方从卖方处完成商品购买后 15 年的期限内，卖方必须使商品满足买方售后服务要求。双方必须基于可用性和所需材料、物资、和技术工人的成本，设备安装、包装等追加成本以及其他</p>



<p>must negotiate in good faith the prices, quantities and delivery terms for past-model service Items based on the availability and cost of needed materials, supplies, and skilled workers, the additional costs for equipment setup, packaging, and the like, and other relevant factors.</p>	<p>相关因素，就售后服务商品的价格、数量和交付条款进行诚意协商。</p>
<p>X. Setoff</p>	<p>X. 抵消</p>
<p>All claims for money due or to become due from Purchaser shall be subject to deduction or setoff by the Purchaser by reason of any counterclaim arising out of this or any other transaction with Seller. If, within 15 days of receiving notice of setoff, Seller does not provide written objection, Seller is deemed to have accepted the setoff.</p>	<p>所有向买方申索的已到期或即将到期的款项将因本次或任何其他与卖方的交易所引起的任何反申索而被买方扣除或抵消。如果卖方在收到抵消通知 15 天内未提出书面反对，则卖方被视为已接受该等抵消。</p>
<p>Y. Labor Contracts</p>	<p>Y. 劳动合同</p>
<p>At least six months before the expiration of a current labor contract that has not been extended or replaced, Seller must notify Purchaser of such contract expiration date. Purchaser may thereafter direct Seller in writing to manufacture up to 30 days of additional inventory of Items, specifying the quantities of Items required and any packaging and storage requirements. Seller must use commercially reasonable efforts to comply with Purchaser's written directions prior to expiration of the current labor contract and until the current labor contract has been extended or a new contract completed. By authorizing the additional inventory, Purchaser commits to buy the entire quantity of conforming Items requested and produced. Seller is responsible for carrying costs and any additional costs of manufacture.</p>	<p>在当前未续期或更换的劳动合同期满前，卖方必须提前至少六个月通知买方该等合同的到期日期。买方其后可书面指示卖方生产至多 30 天的额外库存商品，并指明商品所需的数量以及任何包装和储存要求。在当前劳动合同期满前，卖方须应商业上合理的努力遵守买方的书面指示，直至当前劳动合同续期或完成新的合同。通过授权生产额外的库存，买方承诺购买请求和生产的全部合格商品。卖方负责承担生产的附带成本和任何额外成本。</p>
<p>Z. Waiver</p>	<p>Z. 豁免</p>
<p>No waiver of any breach or of any provision of these Global Terms shall be effective against the Purchaser unless agreed to in writing by the Purchaser and no such waiver of breach or provision constitutes a waiver of any other breach or other provision. These Global</p>	<p>未经买方书面同意，对任何违约或对本全球条款任一条款的豁免将对买方无效，并且该豁免不构成对任何其他违约或其他条款的豁免。本全球条款须经买方的授权代表书面签署才可以被修改。</p>



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Terms may be modified only in writing signed by an authorized representative of Purchaser.	
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