



ADDENDUM TO DAYCO GLOBAL TERMS AND CONDITIONS OF PURCHASE	岱高全球采购条款和条件 附录
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:	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：
Section A of the Global Terms shall be supplemented with the following: Seller acknowledges and agrees that Purchaser has used its reasonable efforts to bring to its attention to provisions whereby Purchaser' liabilities are exclude 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.	全球条款第 A 条应补充如下： 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>Section U of the Global Terms shall be supplemented with the following:</p> <p>2. 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 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 Labor Organization’s Conventions 182 (prohibiting the worst forms of child labor) and 138 (setting minimum working age standards).</p>	<p>全球条款第 U 条应补充如下：</p> <p>2. 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 CC.7 of the Global Terms shall be replaced with the following:</p> <p>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</p>	<p>全球条款第 CC.7 条应替换为下述条款：</p> <p>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>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>	