

**GENERAL TERMS AND CONDITIONS OF PURCHASE** of LEONI Cable (China) Co., Ltd (Effective August 2023)**莱尼电气线缆（中国）有限公司一般采购条款和条件（2023年8月生效）****1. Scope**  
**范围**

1.1 These General Terms and Conditions of Purchase shall apply to all contracts, declarations of contract, goods and services provided to LEONI Cable (China) Co., Ltd (hereinafter "LEONI"), unless otherwise expressly agreed. The General Terms and Conditions of Purchase shall apply also to all future provision of goods and services or offers made to LEONI even if no separate further agreement has been entered into in respect thereof.

除非另有明确约定，否则本一般采购条款适用于向莱尼电气线缆（中国）有限公司（以下简称“莱尼”）提供的所有合同声明、货物和服务。即使没有再次单独约定，本一般采购条款也适用于所有将来向莱尼提供的货物、服务或发出的订单。

1.2 Any general terms and conditions of the Supplier shall not apply even where LEONI has not separately objected to them in any individual case. Even if LEONI refers to any letter or writing containing or referring to the general terms and conditions of the Supplier or of a third party, this shall not constitute consent to the application of such general terms and conditions. The same shall apply correspondingly with respect to acceptance of goods or payments.

即使在个别情况下，莱尼没有明确地反对，卖方的任何商业条款均不适用。即使莱尼引述包含或提及卖方的商业条款的文件或者第三方文件，也不构成适用上述条款的约定。同样的情形也适用于收取货物和付款。

**2. Contract Formation**  
**合同订立**

2.1 Contracts for the supply of goods (order and acceptance) shall only be valid if they are in writing. If, in any individual case, the Parties make other arrangements and agreements, such arrangements or agreements must be confirmed in writing in detail without delay. Offers by the Supplier must correspond to LEONI's enquiry or must contain express references to any departures therefrom. Offers by Suppliers shall be free-of-charge to LEONI.

货物供应合同（订购和验收）须以书面形式才有效。如果在个别情况下，双方做出其他安排和协议，则必须立即以书面形式详细确认此类安排或协议。卖方的报价必须与莱尼的询价相对应，或者必须包含对任何偏离的明确说明。卖家的报价应免费提供给莱尼。

2.2 Prior to delivery of goods and services, LEONI may demand changes in respect of the delivery date, the subject-matter of contract, quantity and the design thereof, provided that this is not unreasonable to the Supplier. Insofar such changes impact on costs or deadlines, the Parties shall reach an appropriate agreement with respect thereto. Call-off orders for the supply of goods may also be transmitted by means of remote data transmission.

交付货物和服务之前，莱尼可能会要求对交货日期、合同标的、数量及其设计进行更改，只要该变更对卖方利益而言是合理的。在此类变更影响成本或期限的情况下，双方应就此达成适当协议。商品供应的取消订单也可以通过远程数据传输的方式进行传输。

**3. Prices and Terms and Conditions of Payment**  
**价格和付款**

3.1 The prices stated in LEONI's order shall be binding and in each case are stated net of the statutory amount of VAT. They shall be deemed to include all of the ancillary goods and services of the Supplier, in particular, they shall be deemed to include packaging and delivery to LEONI's business offices/agreed point of delivery unless the Parties expressly agreed otherwise in writing.

莱尼订单中规定的价款应具有约束力，并且各次订单均不含法定增值税金额。价款应被视为包括卖方的所有附加商品和服务的费用，特别是免费包装并运输到莱尼的经营地点或约定地点，除非双方另有书面明确约定。

3.2 Payment terms shall be the subject of separate agreements of the Parties. The payment period shall in each case begin to run as soon as the goods or services have been fully supplied and LEONI has received a proper invoice for such. The invoice must correspond to the valid requirements as to invoices under the law of the countries whose VAT law applies to the goods/services invoiced. Payments are made subject to reservation of the right to review the invoice.

付款条款应由双方单独协议规定。在任何情况下，付款期应在货物或服务已完全供应且莱尼已收到适当的发票后立即开始计算。根据国家/地区的增值税法要求，发票必须符合其对所开具的商品/服务发票的有效要求。付款以保留审查发票的权利为前提。

3.3 The Supplier shall only be entitled to exercise a right of set-off or retention if its counterclaims are undisputed or have been determined by the res judicata court decision. Any right of retention on the part of the Supplier shall be limited to claims arising out of the specific contract in question. Assignment or collection

of receivables against or from LEONI by third parties is prohibited, except if such claims arise out of deliveries of goods with an extended reservation of title.

卖方只有在在其反诉无争议或已由既判力法院判决确定的情况下，才有权行使抵销权或留置权。卖方的任何保留权应仅限于由相关特定合同引起的索赔。禁止第三方向莱尼转让或收取应收账款，除非此类索赔是由于交付具有扩展保留所有权的货物而引起的。

**4. Deliveries of Goods, Delivery Periods and Passage of the Risk**  
**发货、交货时间和风险转移**

4.1 Goods and services shall be provided in general at LEONI's place of business by the Supplier itself/from the Supplier's own production. Partial deliveries of goods or services shall not be permissible without LEONI's consent.

一般情况下，卖方应自行/从其所有的生产中向莱尼的经营场所提供商品和服务。未经莱尼同意，不得分批交付商品或服务。

4.2 For every shipment of goods, the Supplier shall forward to LEONI a dispatch notification in a single copy as a delivery announcement. This notification shall be forwarded to the address of LEONI from which the order was placed.

对于每批装运货物，卖方应向莱尼发送一份发货通知作为交货通知。该通知应转发至下达订单的莱尼公司地址。

4.3 Delivery times indicated in the order are calculated from the date the order is placed and are binding. Delivery times are deemed completed upon LEONI's receipt of the goods at LEONI's or at such point of delivery as LEONI has indicated, in the case of contracts for work and labor, they are deemed completed on the date of formal acceptance thereof. In cases of default, LEONI shall be entitled to demand a contractual penalty in the amount of 0.3% of the net order sum per completed working day of default, but in total not more than 5% of the net order sum. The right to claim further damages remains unaffected. If LEONI accepts the delayed delivery/service, the contractual penalty can be claimed at the latest until the final payment. The Supplier shall inform LEONI immediately of any delays, stating the reasons and duration.

订单中注明的交货时间从下订单之日起计算并具有约束力。交货时间在莱尼或莱尼指示的交付点收到货物时视为完成，对于加工和劳务合同，在正式验收之日视为完成。若出现违约情况，莱尼有权要求支付合同违约金，金额为每逾期一个完整工作日应承担订单净额0.3%的违约金，但违约金总额不超过订单净额的5%。上述约定不影响莱尼要求进一步损害赔偿的权利。如果莱尼接受延迟交付/服务，则合同违约金最迟可在最后一次付款前提出。如发生任何延迟交付行为，供应商应立即通知莱尼并说明其原因和持续时间。

4.4 If the Supplier fails to provide the goods or services within the agreed delivery period, LEONI shall be entitled to set a 14-day grace period for the Supplier's performance. In such cases, if such period has elapsed to no avail LEONI shall be entitled to withdraw by written declaration from the contract, and to demand compensatory damages in lieu of specific performance. LEONI is entitled to assert claims for compensatory damages in a lump-sum amount. Such lump-sum compensatory damages shall in such case equal 30% of the contract sum, against which any damages or any contractual penalty previously claimed pursuant to section 4.3 hereof shall be credited. The Supplier shall be at liberty to provide evidence of the lack of any losses or of a lower amount of losses. LEONI reserves the right to provide evidence of a greater amount of losses and to assert a claim for the same.

如果卖方未能在约定的交付期限内提供货物或服务，莱尼有权为卖方的履约设定14天的宽限期。在这种情况下，如果该期限过后仍未交付，莱尼有权通过书面声明解除合同，并要求赔偿损失以代替强制履行。莱尼有权主张一次性付清的损害赔偿。在这类情形下，一次性付清的金额应相当于合同金额的30%，此前根据本协议第4.3条索赔的任何损失或任何合同罚款应计入该金额。卖方应有权提供没有任何损失或损失金额较小的证据。莱尼保留提供更高金额损失的证据并提出索赔的权利。

4.5 The rights to goods and services shall be vested exclusively in LEONI. 商品和服务的权利应完全归莱尼所有。

4.6 If LEONI does not itself carry out shipping, the risk shall pass – irrespective of the mode of shipping – at such time as the goods are handed over to LEONI at its place of business or agreed point of delivery.

如果莱尼不自行进行运输，则风险将在货物交付至莱尼的营业地点或约定的交付点后转移至莱尼——无论运输方式如何。

**5. Reservation of Title, Provision of Tools and Means of Production**  
**所有权保留，工具和生产资料的提供**

5.1 If LEONI provides the Supplier with tools, models, patterns or other means of manufacturing and production, title thereto shall be vested in LEONI and LEONI expressly reserves its rights therein. The Supplier shall label the property

of LEONI as such. Such items shall be exclusively for use in performing the contract with LEONI. The Supplier shall perform processing or conversion for and on behalf of LEONI. In cases of processing or use thereof, LEONI shall acquire co-ownership in the new item of property on a pro rata basis, in the same ratio as the value of the item of property provided has to the other items processed at the time of such processing. The Supplier shall safeguard the item of property in which LEONI has co-ownership for LEONI free-of-charge.

如果莱尼向卖方提供工具、模型、图案或其他制造和生产资料，其所有权应归莱尼所有，莱尼明确保留其权利。卖方应将莱尼的财产进行标记。此类物品应专门用于履行与莱尼订立的合同。卖方应代表莱尼进行加工或转换。在加工或使用的情况下，莱尼应按比例获得新财产物品的共同所有权，其比例与提供的财产物品在加工时与其他物品的价值相同。卖方应免费保护与莱尼共同拥有的财产。

- 5.2 In the event of a deterioration in the financial circumstances of the Supplier or in the event of a breach of the Supplier's obligations arising out of the reservation of title for which the Supplier bears fault, in particular in the event of use of the reservation of title goods in breach of contract and in the event of termination of contract, LEONI shall be entitled to demand surrender of the means of manufacturing and production provided to the Supplier.

如果卖方的财务状况恶化，或卖方违反因所有权保留而产生的义务且卖方对此负有过错，特别是在违反合同使用所有权保留货物以及合同终止的情况下，莱尼有权要求返还提供给卖方的制造和生产资料。

- 5.3 For the term of the reservation of title, the Supplier shall not be entitled, only with LEONI's prior written consent, to alienate, pledge, pledge by way of security, rent or in any other manner to grant a right of use in means of production provided by LEONI or other means of production owned by LEONI, or to modify the same in such a way that any of these actions could impair LEONI's security interests. If third parties interfere with means of manufacturing and production constituting the property of LEONI (in particular: if third parties attach such property or assert an entrepreneurial lien), the Supplier shall point out to such third parties LEONI's status as owner thereof and inform LEONI thereof without delay. The Supplier shall bear the costs of eliminating the third-party interference and of procuring replacements for the means of manufacturing and production.

在所有权保留期间，卖方只有事先经莱尼书面同意才有权对莱尼提供的生产资料或莱尼拥有的其他生产资料进行转让、质押、以担保方式抵押、出租或以其他方式授予使用权，或以任何此类可能损害莱尼担保权益的方式进行修改。如果第三方对构成莱尼财产的制造和生产资料进行干扰（特别是：如果第三方附有此类财产或主张企业留置权），卖方应向该第三方表明莱尼的所有者身份并立即告知莱尼。卖方应承担消除第三方干扰和采购替代制造和生产资料的费用。

## 6. Confidentiality, Information Security and Supply Chain Security 保密、信息安全和供应链安全

- 6.1 The Supplier hereby undertakes to treat as business secrets all commercial and technical details which are not publicly known and which come to its knowledge as a result of its business relationship with LEONI. Any documents, information, samples, pre-printed material, drawings, models, matrices, patterns, tools and other means of production the Supplier receives from LEONI's sphere shall remain LEONI's property. Upon request of LEONI, the Supplier shall immediately return them to LEONI completely and in usable condition (including any copies or records made) or destroy them with proof of destruction. To the extent that they are labelled as "confidential" or, based on other circumstances, are discernibly LEONI's business or trade secrets, the Supplier shall preserve confidentiality therein, including beyond the end of the specific supply relationship and shall neither record them, use them nor disclose them to third parties without LEONI's consent, unless this is necessary in order to achieve the purposes of the Parties' contract. The foregoing shall also apply in respect of works undertaken by means of remote data transmission and to goods manufactured in accordance with such documentation. The Supplier shall likewise impose the corresponding obligations on its staff, vicarious agents and sub-suppliers, as well.

卖方特此承诺将其与莱尼建立业务关系而获知的，但尚未公开的所有商业和技术细节视为商业机密。卖方从莱尼处收到的任何文件、信息、样品、预印材料、图纸、模型、样板、图案、工具和其他生产资料均应保留为莱尼的财产。在莱尼提出要求时，供应商应立即以可用状态将其完整归还给莱尼（包括所做的任何副本或记录）或销毁并提供销毁证明。如果上述资料被标记为“机密”或基于其他情况可识别为莱尼的经营或商业秘密，本协议下的卖方应对其保密，包括在特定供应关系结束后，不得未经莱尼同意记录、使用上述资料，不得将其透露给第三方，除非是为实现双方合同的目的而必须这样做。上述规定也适用于通过远程数据传输进行的工作以及根据此类文件制造的货物。卖方应同样对其员工、代理和次级供应商规定相应的义务。

- 6.2 Documents, information, samples, pre-printed material, drawings, models, matrices, patterns, tools, other means of production and confidential information LEONI provides to the Supplier or for which LEONI has paid may only be used for goods and services delivered to third parties with LEONI's prior written consent.

莱尼向卖方提供的或莱尼已经支付的文件、信息、样品、预印材料、图纸、模型、样板、图案、工具、其他生产资料和保密信息，只有在事先征得莱尼书面同意的情况下，方可用于向第三方交付的货物和服务。

- 6.3 The Supplier has to take appropriate information security measures that at least comply with the requirements of the VDA ISA catalog or ISO / IEC 27001 and applicable PR China laws and regulations relating to information security. LEONI is entitled to assure itself of the extent and condition of these security measures at any time, unless there is appropriate evidence from the Supplier (e.g. TISAX).

卖方必须采取适当的信息安全措施，至少符合VDA ISA目录或ISO / IEC 27001的要求以及适用的中华人民共和国有关信息安全的法律法规。莱尼有权随时保证自身符合这些安全措施的范围和条件，除非卖方有适当的证据（例如：TISAX）。

- 6.4 The Supplier shall ensure supply chain security and complies with all applicable laws and regulations. The Supplier shall, on LEONI's request, (i) provide evidence by certificates or statements (e.g. Security Declaration for Authorized Economic Operators, AEO/C-TPAT certificates or similar program), (ii) support LEONI in official audits and (iii) ensure a comparable standard towards his business partners. Additionally, the Supplier shall provide evidence of AEO/C-TPAT certificates, security declaration or information with respect to any withdrawal of such certificates or declarations by e-mail to LEONI at [trade-compliance@leoni.com](mailto:trade-compliance@leoni.com).

卖方应确保供应链安全并遵守所有适用的法律法规。卖方应根据莱尼的要求，(i) 通过证书或声明提供证据（例如，授权经济运营商的安全声明、AEO/C-TPAT证书或类似计划），(ii) 在官方审计中支持莱尼和 (iii) 确保对其业务伙伴采取类似的标准。此外，卖方应提供AEO/C-TPAT证书、安全声明或任何撤销此类证书或声明的信息的证据，通过电子邮件发送至莱尼，地址为 [trade-compliance@leoni.com](mailto:trade-compliance@leoni.com)。

## 7. Quality and Documentation 质量和文件

- 7.1 The Supplier shall deliver the goods or perform the services, while continuing to comply with all laws and regulations applicable to its performance. In particular, the Supplier shall ensure that its goods or services conform to the current applicable statutory and regulatory requirements of the country of receipt, the country of shipment and the customer-identified country of destination.

卖方应交付货物或履行服务，同时继续遵守并履行适用的所有法律和法规。特别是，卖方应确保其商品或服务符合收货国、装运国和客户指定的目的地当前适用的法律法规要求。

- 7.2 The Supplier shall comply with the current acknowledged rules of technology, safety rules and the agreed technical data in each case with respect to its goods and services. Changes and modifications to the contract goods and services shall require LEONI's prior written consent.

卖方应遵守当前公认的技术规则、安全规则以及在每种情况下就其货物和服务商定的技术数据。事先经莱尼的书面同意方可变更和修改合同商品和服务。

- 7.3 With respect to the inspection of initial samples, the VDA Volume 2 - "Quality Assurance of Supplies", Frankfurt am Main, 5<sup>th</sup> Edition, November 2012 or the AIAG PPAP Manual, 4<sup>th</sup> Edition 2006 shall control. Independent of this, the Supplier shall verify the quality of the contract goods and services on an ongoing basis. The Parties shall mutually inform one another regarding the potential for improvements of quality.

关于初始样品的检验，应以VDA第2卷 - “供应品质量保证”，法兰克福，第5版，2012年11月或AIAG PPAP手册，2006年第4版为准。除此之外，卖方应持续验证合同货物和服务的质量。双方应相互告知质量改进的潜力。

- 7.4 If no fixed agreement has been made between the Supplier and LEONI regarding the type and scope of the inspections and testing as well as the tools and methods used for such testing, LEONI is willing to discuss the inspections and testing with the Supplier upon request to the extent of LEONI's knowledge, experience and abilities, in order to ascertain the required level of testing and inspecting technology. In addition, LEONI will inform the Supplier upon request of the relevant safety rules and regulations.

如果卖方和莱尼之间没有就检查和测试的类型和范围以及用于此类测试的工具和方法达成固定协议，莱尼愿意应卖方的要求，在莱尼的知识、经验和能力范围内，与卖方讨论检查和测试，以确定所需的测试和检查技术水平。此外，莱尼将根据要求告知卖方相关的安全规则和法规。



- 7.5 In respect of vehicle parts which are specially labelled (for example with a "D") in the technical documentation or by separate request, the Supplier shall, in addition, document in separate records when, in what manner and by whom the contract goods were tested and inspected with respect to the features and characteristics as to which a duty of documentation applies, and what the results of the required quality tests were. Unless a longer retention period is required by law, the Supplier shall retain the inspection and testing documentation for a period of fifteen (15) years following completion of the production run or, in cases in which the Parties have contracted for the supply of spare parts, for a period of 15 years from the expiry of the duty to supply spare parts, and shall produce the same to LEONI whenever necessary. The Supplier shall impose an obligation of the same scope and extent on any sub-contractors and sub-suppliers to the best of its legal abilities. As a guideline, LEONI refers the Supplier to the VDA Volume 1 - "Documented Information and Retention", 4<sup>th</sup> Edition, August 2018.

对于在技术文件中或根据单独要求特别标记（例如标有“D”）的车辆配件，卖方还应在单独的记录中记录合同货物何时、以何种方式、由谁对适用于文件记录义务的特征和特性进行了测试和检查以及所需质量测试的结果。除非法律要求更长的保存期，否则卖方应在生产运行完成后保存检验和测试文件十五（15）年，或者在双方已签订备件供应合同的情况下，备件供应义务到期后保存15年，并应在必要时向莱尼提供文件。卖方应尽其法律能力对任何分包商和分卖方规定相同范围和程度的义务。作为指南，莱尼建议卖方参考 VDA 第1卷 - “记录信息和保留”，第4版，2018年8月。

- 7.6 The Supplier shall maintain a certified quality management system according to DIN EN ISO 9001, which it must retain during the entire supply relationship with LEONI. If according to a quality assurance agreement the Supplier is obliged to adhere to further quality management standards (e.g. IATF 16949) or is certified according to such further quality management standards, Supplier shall ensure its compliance with such standards. The Supplier shall promptly report any loss, disruption, change or repeal of its certification to LEONI. The Supplier shall warrant that its entire processes meet the requirements of the abovementioned quality standards, which form an integral part of the supply contract with LEONI. Furthermore, the Supplier is obligated to undertake an outgoing goods inspection of the goods before delivery.

卖方应根据DIN EN ISO 9001维护经认证的质量管理体系，在与莱尼的整个供应关系中必须保留该体系。如果根据质量保证协议，卖方有义务遵守进一步的质量管理标准（例如 IATF 16949）或根据此类进一步的质量管理标准获得认证，卖方应确保其符合此类标准。卖方应立即向莱尼报告其认证的任何丢失、中断、更改或废除。卖方应保证其整个过程符合上述质量标准的要求，这些标准构成与莱尼订立的供应合同的组成部分。此外，卖方有义务在交货前对货物进行出厂检验。

- 7.7 LEONI and third parties designated by LEONI (e.g. customers, consultants and public authorities) are entitled to obtain information on the Supplier's production and quality assurance measures and, following prior notice and agreement, to carry out system, process or product audits. The Supplier shall grant access to the Supplier's operational facilities to LEONI and third parties designated by LEONI (who shall be subject to a duty of confidentiality), and shall allow them to inspect the documents and records relating to the supplier-client relationship or the goods to be supplied. This right of access and inspection shall be limited to the areas necessary and shall be exercised in a manner which preserves the Supplier's business secrets and entails the least adverse impact on the Supplier's business operations during normal business hours. The Supplier undertakes to ensure that LEONI and, to the extent necessary, such third parties as LEONI shall designate, will be able to obtain such information and carry out such audits at the Supplier's sub-suppliers, as well. LEONI's contractual and statutory rights shall not be affected by the performance of audits.

莱尼及其指定的第三方（例如客户、顾问和公共机构）有权获取有关卖方生产和质量保证措施的信息，并在事先通知和同意后，有权进行系统、流程或产品审计。卖方应允许莱尼及其指定的第三方（应承担保密义务）访问卖方的运营设施，并应允许其检查与卖方-客户关系或拟供应货物有关的文件和记录。该访问权和检查权应仅限于必要的区域，并应以保护卖方商业秘密的方式行使以及在正常营业时间内将对卖方的业务运营产生的不利影响最小化。卖方承诺确保莱尼及其指定的第三方（如有必要）能够获得此类信息并对卖方的分卖方进行此类审计。莱尼的合同和法定权利不受审计执行的影响。

## 8. Competitiveness 竞争力

In respect of the technical requirements, the quality of the goods and services and reliability of supplies as well as price, the contract goods and services must be capable of facing objective competitive comparisons throughout the term of this agreement. To such extent, LEONI shall be entitled to review and verify the

competitiveness of the goods and services on the market and, in respect of this, to refer to documentation from the Supplier for purposes of the comparison.

在技术要求、货物和服务的质量、供应的可靠性以及价格方面，合同货物和服务必须能够在整个协议期限内具有客观市场竞争力。在此范围内，莱尼有权审查和验证市场上商品和服务的竞争力，并在此方面参考卖方提供的文件以进行比较。

## 9. Intellectual Property Rights 知识产权

- 9.1 The Supplier warrants that the goods and services neither infringe any intellectual property rights of third parties nor any published applications of such rights.

卖方保证商品和服务不侵犯第三方的任何知识产权或任何已公布的此类权利的应用。

- 9.2 The Supplier shall indemnify LEONI and its customers and hold them harmless against all claims arising from the use of such intellectual property rights.

卖方应赔偿莱尼及其客户，并使其免受因使用此类知识产权而引起的所有索赔。

- 9.3 The foregoing shall not apply wherever the Supplier has manufactured the contract goods pursuant to drawings, models or other equivalent descriptions or details provided by LEONI and does not know or, in connection with the goods developed by the Supplier, could not have known that this would result in infringements of intellectual property rights.

如卖方按照莱尼所提供的图纸、模型或其他同等描述或详情制造合同货物，且不知道或无法得知卖方开发产品的行为将导致知识产权侵权，则前述规定不适用。

- 9.4 The Parties hereby undertake to advise each other without delay of any risks of infringement and alleged instances of infringement of which they become aware, and shall cooperate in defending such claims.

双方在此承诺立即告知对方任何侵权风险和各自获悉的涉嫌侵权事件，并应合作为此类索赔进行辩护。

- 9.5 The Supplier, upon LEONI's request shall notify LEONI in writing of the use of published and unpublished intellectual property rights of its own or licensed from third parties and of intellectual property rights applications with respect to the contract goods and services.

应莱尼的要求，卖方应书面通知莱尼使用其自己的或第三方许可的已公开和未公开的知识产权以及与合同货物和服务有关的知识产权申请。

## 10. Incoming Goods Inspection 进货检验

- 10.1 LEONI shall inspect the goods for any obvious defects without undue delay following delivery. This inspection should consist of a random visual check, a random inspection whether the goods correspond to the ordered quantity and type, as well as an external inspection of the packaging for any noticeable damage occurred during shipment.

莱尼应在交货后立即检查货物是否存在任何明显的缺陷。该检查应包括随机目视检查、随机检查货物是否符合订购的数量和类型，以及外部检查包装是否在运输过程中发生的任何明显损坏。

- 10.2 Provided the Supplier has committed itself to undertaking an outgoing goods inspection, LEONI shall, on receipt of the goods, only examine the goods for any apparent damage occurred during shipment, and randomly verify the correctness of the quantities and types of the items on the basis of the shipping documents to be handed over by the Supplier upon delivery.

如果卖方已承诺进行出厂检验，莱尼应在收到货物时仅检查货物在运输过程中是否有任何明显损坏，并根据供应商在交货时递交的装运单据，随机核实物品数量和类型是否正确。

- 10.3 Any defects discovered during the inspections pursuant to sections 10.1 and 10.2 shall be reported without undue delay. If this refers to a defect which was not noticeable at the abovementioned incoming goods inspection, the defect must be reported within two weeks following its discovery. The two-week notification period is however reduced to the requirement to notify the Supplier without undue delay, if the defect appears while the goods are still at the LEONI plant to which they were delivered.

在根据第 10.1和10.2 条进行检查期间发现的任何缺陷应立即报告。如果这是指在上述进货检验中未发现的缺陷，则必须在发现缺陷后的两周内报告该缺陷。但是，如果货物仍处于交付给莱尼的工厂时出现缺陷，则两周的通知期的要求将缩短为立即通知卖方。

- 10.4 Beyond the obligation indicated in sections 10.1 to 10.3, LEONI shall have no further obligations towards Supplier concerning checking the goods at delivery and any notification resulting therefrom. In this respect, the Supplier hereby waives its objection in the event of late notification of defects.

除了第10.1至10.3 条中规定的义务外，莱尼对卖方不承担在交付时检查货物以及由此产生的任何通知方面的进一步义务。在这方面，卖方特此放弃对延迟通知缺陷的异议。

## 11. Liability for Defects 缺陷责任

11.1 Unless otherwise agreed, the following shall apply: Claims for defects shall be deemed prescribed 36 months from the date of handing over pursuant to section 4.6. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. Claims arising from defects of title shall furthermore not become statute-barred in any case as long as the third party can still assert the right – in particular in the absence of limitation – against LEONI.

除非另有约定，否则应适用以下规定：缺陷索赔在根据第4.6条约定的交付之日起36个月后均有效。在已同意接受的情况下，时效期限应从验收通过起开始计算。此外，在任何情况下，只要第三方仍可向莱尼主张权利（尤其是在无时效的情况下），因所有权缺陷而产生的索赔均不应受到法定时效的限制。

11.2 In the case of defects which are discovered prior to commencement of production (processing or fitting/installation), the Supplier shall also be given the opportunity to remediate defects, except if this is unreasonable to LEONI. If the Supplier is unable to perform such remediation or fails to do so without delay, LEONI may then withdraw to such extent from the contract without the need to set any further grace periods and return the goods to the Supplier at the Supplier's risk. In urgent cases, LEONI shall be entitled, following consultation with the Supplier, to remediate the defects itself at the Supplier's expense or to instruct a third party do so on its behalf. LEONI's right to claim damages shall be unaffected hereby. If the same goods are found repeatedly to be defective, after giving a written warning upon receipt of goods which are once again found to be defective, LEONI shall also be entitled to withdraw from further contracts which have not yet been performed, and to demand compensatory damages for breach in respect thereof. LEONI's right to assert further claims shall remain unaffected hereby.

如果在开始生产（加工或装配/安装）之前发现缺陷，卖方也应有机会修复缺陷，除非莱尼认为这是不合理的。如果卖方无法执行此类修复措施或未能立即执行此类修复措施，则莱尼有权不再继续履行该合同，而无需设置任何进一步的宽限期，并将货物退还给卖方，风险由卖方承担。在紧急情况下，莱尼应有权在与卖方协商后，自行修复缺陷或指示第三方代表其进行修复，费用由卖方承担，莱尼要求损害赔偿的权利在此不受影响。如果同一批货物多次发现有缺陷，一旦再次发现货物有缺陷时，即使莱尼此后发出书面警告，莱尼也有权撤销尚未履行的后续合同，并要求就其违约进行补偿性赔偿。莱尼主张进一步索赔的权利在此不受影响。

11.3 If the Supplier, in discharging its duty to remediate defects, remedies a good or supplies a replacement, the periods referenced in section 11.1 shall begin to run anew in respect of such defect.

如果卖方在履行其修复缺陷的职责时修复了商品或提供了替代品，则第11.1条中提及的期限应针对此类缺陷重新开始计算。

11.4 The Supplier shall support LEONI free-of-charge in defending against any and all claims for product or manufacturer liability and shall indemnify and hold LEONI harmless against such claims and against any and all costs of defending against them, wherever the legal action is based on a good or good component of the Supplier. To the extent that causation is only partial, such indemnification shall be made pro rata in proportion to the ratio of causation.

卖方应免费支持莱尼对产品或制造商责任的任何和所有索赔进行辩护，并应赔偿莱尼对此类索赔以及对其进行辩护的各项费用，无论该法律诉讼是基于卖方的货物还是货物部件。仅存在部分因果关系的，应按照因果关系的比例给予赔偿。

11.5 The Supplier shall have no claims for compensatory damages except if the losses are due to injury to life, limb or health, for which LEONI is responsible, or other losses based on a grossly negligent or intentional breach by LEONI of its obligations, or by its statutory agents or vicarious agents or if they are caused by fraudulent acts of any of the foregoing. In cases of slight negligence resulting in a breach of a contractual duty, the performance of which is a sine qua non of the performance of the contract and on which the Parties would ordinarily be entitled to rely, any claims for damages shall be limited to such losses as are typical for the contract and foreseeable.

卖方不得要求赔偿损失，除非损失是由莱尼负责的生命、肢体或健康伤害，或因莱尼严重疏忽或故意违反其义务而造成的其他损失，或因其法定代理人或替代代理人，或由于上述任何一方的欺诈行为造成的损失。如果因轻微疏忽导致违反合同义务，而履行合同义务是履行合同的必要条件，并且双方通常有权依赖该义务，则任何损害赔偿应限于此类合同的常规损失和可预见的损失。

11.6 In respect of mitigation action by LEONI (e.g. product recalls), the Supplier shall be liable in proportion to its share of causation.

对于莱尼的缓解措施（例如产品召回），卖方应按照其因果关系的比例承担责任。

## 12. Subcontractors and sub-suppliers 分包商和次级供应商

12.1 The Supplier shall in general manufacture the goods itself. The involvement of subcontractors and sub-suppliers shall not be permissible without LEONI's consent.

卖方一般应自行制造货物。未经莱尼同意，分包商和次级供应商不得参与

12.2 In case the Supplier procures deliverables or services for the manufacturing of the goods from third parties ("subcontractors") or in case the Supplier procures the goods from third parties ("sub-suppliers"), the Supplier shall continuously monitor that these deliveries or services are free from defects.

如果卖方从第三方（“分包商”）采购用于制造货物的交付物或服务，或者卖方从第三方（“次级供应商”）采购货物，卖方应持续监控确保这些交付物或服务没有缺陷。采购货物，卖方应持续监控确保这些交付物或服务没有缺陷。

12.3 In case LEONI raises claims against the Supplier due to defective goods and should these claims be subject to a fault (Verschulden) of the Supplier, the Supplier shall also be liable for fault (Verschulden) of sub-contractors and sub-suppliers to the same extent as for own fault (Verschulden).

如果莱尼因货物有缺陷而向卖方提出索赔，并且这些索赔是由卖方的过错引起的，卖方还应对应分包商和次级供应商的过错承担与自身过错相同程度的责任。

## 13. Substances and Material Data Management 物质和材料数据管理

13.1 The Supplier shall ensure the traceability of all substances used in the delivered goods, in parts of these goods or in the manufacture of these goods or parts of these goods. Upon request, the Supplier has to provide LEONI with the relevant documents and information in a suitably appropriate form.

卖方应确保全部或部分交付的货物以及其制造过程中使用的所有物质的可追溯性。根据要求，卖方必须以适当的形式向莱尼提供相关文件和信息。

13.2 For all goods supplied to LEONI, the Supplier shall observe and comply with any national, European and international regulations governing declarable substances, materials or producer sources valid at the time of delivery and applicable to the goods. This applies for example to the requirements of the Regulation (EC) No. 1907/2006 (REACH), the Directives 2011/65/EU and 2015/863/EU (RoHS II) and the Regulation (EU) No. 528-2012 (BPR). If LEONI and the Supplier separately agree to meet additional requirements, these shall also be part of the respective supply contract. If an ingredient used, material used or any Supplier source becomes subject to declaration duty or being banned, the Supplier shall notify LEONI thereof immediately. The Supplier is also obliged to disclose the use of conflict minerals in accordance with the requirements of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act as well as the Regulation (EU) 2017/821 (3TG) and applicable regulations connected thereto and to provide LEONI with the relevant documents and information in the form desired by LEONI.

对于供应给莱尼的所有货物，卖方应遵守并服从任何国家/地区、欧洲和国际法规，这些法规管理可申报物质、材料或生产商来源，在交付时有效并适用于货物。这适用于REACH 法规(EC)第1907/2006 号、指令2011/65/EU和2015/863/EU(RoHS II)以及法规(EU)第528-2012号(BPR)等法规的要求。如果莱尼和卖方分别同意满足其他要求，这些法规也应成为各自供应合同的一部分。如果使用的成分、材料或任何卖方来源需要申报或被禁止，卖方应立即通知莱尼。卖方还有义务根据《多德-弗兰克华尔街改革和消费者保护法案》第1502条的要求以及(EU)第2017/821 (3TG)号条例和相关适用法规披露冲突矿产的使用情况，并按照莱尼要求的形式向莱尼提供相关文件和信息。

13.3 For goods intended for the use in the automotive industry, to the knowledge of the Supplier or following notification from LEONI, the Supplier must keep the material data in the IMDS (International Material Data System, www.mdssystem.com) and make it available to LEONI.

对于预期用于汽车行业的货物，据卖方所知或在收到莱尼的通知后，卖方必须将材料数据保存在 IMDS（国际材料数据系统，www.mdssystem.com）中，并提供给莱尼。

13.4 Upon LEONI's request, the Supplier shall either test the delivered products at its own expense for compliance with international end-of-life vehicles (ELV) directives, including, but not limited to, Directive 2000/53/EC, as well as applicable regulations connected thereto and provide LEONI with the respective test results, or reimburse LEONI for the costs incurred by LEONI



for carrying out such ELV tests with regard to their own products containing products of the Supplier.

根据莱尼的要求，卖方应自费测试交付的产品是否符合国际报废车辆（ELV）指令，包括但不限于指令2000/53/EC，以及与之相关的适用法规，并向莱尼提供相应的测试结果，或向莱尼偿还莱尼对其自身产品（含卖方产品）进行此类ELV测试所产生的费用。

- 13.5 Unless otherwise complying with legal requirements, the delivered goods must not contain any components that are hazardous to health or harmful to the environment. If the goods contain dangerous substances or preparations, the Supplier must provide LEONI with a fully completed safety data sheet in accordance with the applicable statutory provisions.

除非符合法律要求，否则交付的货物不得包含任何对健康或环境有害的成分。如果货物含有危险物质或制剂，卖方必须根据适用的法律规定向莱尼提供完整的安全数据表。

#### 14. Export Control, Customs and Origin 出口管制、海关和原产地

- 14.1 The Supplier shall inform LEONI of all export restrictions that apply in the country of manufacture and / or shipment of the goods. In addition, the Supplier shall inform LEONI if the goods are subject to any export/re-export restriction under U.S. law. To the extent that the Supplier is located in the European Union, the Supplier shall inform LEONI of any export restrictions on dual-use goods in accordance with the European export control restrictions (e.g. Regulation (EU) 2021/821 (Dual-Use)). The Supplier also shall inform LEONI of the classification number to be specified (e.g. AL number, ECCN number, etc.) and any existing exemptions on the respective invoices and/or delivery notes and additionally be e-mail at [trade-compliance@leoni.com](mailto:trade-compliance@leoni.com).

卖方应告知莱尼适用于货物制造和/或装运国的所有出口限制。此外，如果货物受到美国法律规定的任何出口/再出口限制，卖方应通知莱尼。如果卖方位于欧盟，则卖方应根据欧洲出口管制限制法规（例如(EU)第2021/821号两用条例）通知莱尼任何两用货物相关的出口限制。卖方还应将要指定的分类编号（例如AL 编号、ECCN编号等）以及相应发票和/或交货单上的任何现有豁免通知莱尼，另外还应发送电子邮件至 [trade-compliance@leoni.com](mailto:trade-compliance@leoni.com)。

- 14.2 The Supplier shall support LEONI to reduce or minimize its liability to pay customs duties. The Supplier shall – if applicable – provide a proof of preferential origin suitable to the respective supply of goods (e.g. EUR.1, invoice declaration, etc.). Upon request, the Supplier shall provide proof of non-preferential origin if required by the local import rules in the country of import (e.g. Certificate of Origin, exporter declaration, etc.). The Supplier shall inform LEONI immediately in writing of any change of origin of the goods. The Supplier shall avert all circumstances which could lead to a change in the origin of the goods and to an increase in custom payments at LEONI.

卖方应支持莱尼减少或尽量减少其支付关税的责任。卖方应（如适用）提供适用于相应货物供应的优惠原产地证明（例如EUR1、发票声明等）。根据要求，如果进口国的当地进口规则要求，卖方应提供非优惠原产地证明（例如原产地证书、出口商声明等）。卖方应立即将货物原产地的任何变化以书面形式通知莱尼。供应商应避免可能导致货物原产地变更和增加莱尼关税支付的所有情况。

- 14.3 The Supplier shall inform LEONI of the non-preferential and preferential origin of its goods on a yearly basis in form of a long-term supplier's declaration. If required by LEONI, the LEONI template must be used for this purpose. The Supplier shall submit the long-term supplier's declaration to LEONI's respective import/export department within 14 days of LEONI's request.

卖方应每年以长期供应商声明/卖方宣誓书的形式告知莱尼其货物的非优惠和优惠原产地。如果莱尼要求，必须为此使用莱尼模板。供应商应在莱尼提出要求后 14 天内向莱尼各个进出口部门提交长期供应商声明。

- 14.4 The Supplier shall ensure proper labelling of the goods and provide LEONI with any further documents and information (e.g. CE-Certificate, manufacturer information, country of origin etc.) being required for imports or exports of the goods supplied to LEONI. The Supplier shall provide LEONI with such documents and information immediately and at Supplier's cost.

卖方应确保货物的标签正确，并向莱尼提供进口或出口供应给莱尼的货物所需的任何其他文件和信息（例如CE证书、制造商信息、原产国等）。卖方应立即向莱尼提供此类文件和信息，费用由卖方自理。

- 14.5 If the Supplier breaches its obligations according to sections 14.1 - 14.4, LEONI shall be entitled - irrespective of other rights and without liability towards the Supplier - to withdraw from the relevant contract after setting a reasonable grace period or to terminate it without notice. The setting of a grace period shall be dispensable if the Supplier cannot remedy the breach of duty or finally refuses to remedy it.

如果供应商违反第14.1 - 14.4条项下其所应承担的义务，莱尼有权在不考虑其他权利且不对供应商承担任何责任的情形下，设定合理的宽

限期后终止相关合同或在不通知的情况下解除合同。如果供应商无法补救其违约行为或最终拒绝补救，则无需设定宽限期。

#### 15. Sustainability and Social Responsibility 可持续性 与 社会责任

- 15.1 It is of major importance for LEONI that social responsibility and sustainability also apply in the supply chain. Within the framework of the legally stipulated due diligence obligations, this therefore applies likewise in respect of LEONI's own staff, the staff of its contracting parties and suppliers and society at large. To this end, LEONI has anchored its principles in its own Code of Conduct (LEONI Code of Conduct) as well as a Code of Conduct for Business Partners (LEONI Code of Conduct for Business Partners). The LEONI Code of Conduct for Business Partners shall be integral part of these Terms and Conditions. The currently valid version is available at [LEONI Code of Conduct for business partners – LEONI](#) and will be sent to Supplier on request. Supplier assures to comply with the LEONI Code of Conduct for Business Partners and to appropriately address the principles of responsible business conduct specified therein within its company and the supply chain. Furthermore, Supplier will support LEONI appropriately in the fulfillment of the environment-related goals, available at [www.leoni.com](http://www.leoni.com).

对莱尼而言，社会责任与可持续性也适用于其业务关系至关重要。因此，在法律规定的尽职调查义务的框架内，这同样适用于莱尼的雇员、其签约方的雇员和整个社会。为此，莱尼将其原则纳入了行为准则（《莱尼行为准则》）以及业务合作伙伴行为准则（《莱尼业务合作伙伴行为准则》）。《莱尼业务合作伙伴行为准则》应是本通用条款的组成部分。目前有效的版本可在[LEONI Code of Conduct for business partners – LEONI](#)获取，并将应要求发送给供应商。供应商保证遵守《莱尼业务合作伙伴行为准则》，并在其公司内及其供应链中适当地执行其中规定的负责的商业行为原则。此外，供应商将为莱尼实现环境相关目标提供适当支持，详情请访问 [www.leoni.com](http://www.leoni.com)。

- 15.2 LEONI expects that Supplier has established or introduces a due diligence process with corresponding measures and operates an appropriate system for the management of human rights and environment-related risks. LEONI may verify Supplier's compliance with the principles laid down in the LEONI Code of Conduct for Business Partners at Supplier's premises. Supplier supports LEONI in this verification and the implementation of legally stipulated due diligence obligations by actively participating, e.g. answering questionnaires, obtaining information, conducting training or tolerating audits.

莱尼期望供应商已经建立或引入了具有相应措施的尽职调查程序，并运行了适当的人权和环境相关风险管理系统。莱尼可在供应商处核实供应商是否遵守《莱尼业务合作伙伴行为准则》中规定的原则。供应商通过积极参与（例如，回答问卷、获取信息、开展培训或接受审核），支持莱尼进行此核查并履行法律规定的尽职调查义务。

- 15.3 Any serious breach or repeated breaches of the principles of the LEONI Code of Conduct for Business Partners shall render the continuation of the business relationship untenable for LEONI. In such case, LEONI reserves the right to terminate the business relationship in whole or in part if (i) no action is taken to remedy the breach within a reasonable period of time after a written request to the Supplier to remedy the breach; or (ii) a breach is obvious and other equally suitable means are not available or not successful.

供应商任何严重违反或重复违反《莱尼业务合作伙伴行为准则》的行为都将导致莱尼无法与其继续维持业务关系。在此种情形下，莱尼保留在供应商出现以下情况下全部或部分终止业务关系的权利：(i) 在书面要求供应商在合理期限内纠正其违规行为之后，仍未采取任何行动纠正违规行为；或 (ii) 违规行为明显，且莱尼无法获得或采取其他与终止业务关系同等程度的解决手段。

#### 16. Right of Withdrawal 解除权

If the Supplier does not provide the goods and services it is obliged to provide, or fails to do so in line with the parties' contract, LEONI shall be entitled, following the setting of a grace period with a demand for proper performance of the contract to no avail, to withdraw from the contract with respect to the portion not yet performed. However, it is in particular noted that no grace period will be required if (i) the Supplier refuses performance in a serious and final manner, (ii) the Supplier does not perform by the date specified in the Parties' agreement or within a period designated for its performance within the agreement, although timely performance by such date or within such period is material to LEONI and this was apparent to the Supplier or (iii) material deterioration in the Supplier's financial circumstances has occurred which places its performance of the contract at risk, or (iv) an application for the opening of insolvency proceedings over the Supplier's assets has been made and the opening of any such proceedings has been refused due to a lack of assets in the estate. LEONI's statutory rights and claims shall not be deemed limited by the provisions in section 16.

如果卖方不按义务提供商品和服务，或未能按照双方的合同履行义务，莱尼有权在设定宽限期后要求卖方适当履行合同，若未果，莱尼可就尚未履行的部分解除合同。但是，需要特别指出的是，如果出现以下情形，将不需要宽限期：(i) 卖方以严重且最终的方式拒绝履行合同，(ii) 卖方未在双方协议规定的日期或期限内履行合同，尽管在该日期或该期限内及时履约对莱尼很重要而且卖方也清楚这一点，或者 (iii) 卖方的财务状况严重恶化，导致其履行合同面临风险，或 (iv) 已经申请对卖方的资产启动破产程序，但由于财产中缺乏资产而拒绝启动任何此类程序。莱尼的法定权利和要求不受第 16 条规定的限制。

#### 17. Place of Performance, Jurisdiction and Venue, Arbitration Clause 履行地点、管辖权和地点、仲裁条款

17.1 The place of performance, including for any liabilities arising out of bills of exchange, shall be LEONI's place of business.

履约地点，包括汇票项下的义务，应为莱尼的经营场所。

17.2 The exclusive jurisdiction and venue for all legal disputes arising out of the substance of any supply contract and with respect to the formation and validity thereof (including all actions for bills of exchange or cheques) shall be with the courts at the place of LEONI's registered office. However, LEONI shall also be entitled, at its own option, to assert claims against the Supplier at the courts at the location of the Supplier's place of business.

因任何供应合同的实质内容以及与其订立和有效性有关的所有法律纠纷（包括汇票或支票的所有诉讼）的专属管辖权和诉讼地应是莱尼登记的办公地址所在地的法院。但是，莱尼也有权自行选择在卖方营业地所在地的法院对卖方提出索赔。

#### 18. Choice of Law 法律的选择

The law of the People's Republic of China shall apply exclusively to the exclusion of any rules of the conflicts of law. The Parties hereby stipulate that the UN Convention on the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

排除任何法律冲突规则，仅适用中华人民共和国法律。双方特此规定，1980年4月11日的《联合国国际货物销售公约》（CISG）不适用。

#### 19. Miscellaneous 其他规定

19.1 Assignments and delegations of rights and duties of the Supplier under the contract made with LEONI shall be valid only with LEONI's written consent. If, contrary to the first sentence hereof, the Supplier assigns a receivable against LEONI to a third party without LEONI's consent, such assignment shall be nevertheless valid. However, LEONI may, at its option, make payment with debt-discharging effect either to the Supplier or the third party.

卖方在与莱尼签订合同项下的权利和义务的转让和委托，只有经莱尼书面同意方可有效。如果与本条前一句情况相悖，卖方未经莱尼同意将针对莱尼的应收款转让给第三方，该转让仍然有效。但是，莱尼可以自行选择向卖方或第三方支付具有债务清偿效力的款项。

19.2 The contractual language is Chinese. The Chinese version of the present Terms and Conditions shall have priority over the English version in case of contradictions in the content between the Chinese and the English version.

合同语言为中文。中文版和英文版的内容出现冲突时，本条款和条件的中文版优先于英文版。

19.3 In the event that any term of the present Terms and Conditions and the further agreements made hereunder should be or become void or invalid, the validity of the remaining provisions and the further agreements shall remain unaffected thereby.

如果本条款的任一条款以及根据本条款达成的进一步协议被认定为或变为无效，不影响其余条款和进一步协议的有效性。