

采购合同

The Purchase Contract

1. 缔约双方 CONTRACTING PARTIES

本采购合同是供需双方关于供方愿意制造并向需方出售物料并提供相关服务所达成的协议。

This purchase contract is an agreement between the supplier and the buyer on the supplier's willingness to manufacture and sell materials to the buyer and provide related services.

供方为：

The supplier is:

新界泵业(浙江)有限公司，注册的办公地址为：**中国浙江省温岭市大溪镇大洋城工业区**， 邮编：**317525**

Shimge Pump Industry (Zhejiang) Co.,Ltd., whose registered office address at
Dayangcheng Industrial Zone, Daxi Town, Wenling City, Zhejiang Province, China,
Postal Code: **317525** Error: Reference source not found

供方所拥有的依照本合同制造物料的工厂位于**中国浙江省温岭市石塘镇上马工业区朝阳路 36 号**。

The factory owned by the supplier to manufacture the materials in accordance with this contract is located at **No. 36, Chaoyang Road, Shangma Industrial Zone, Shitang Town, Wenling City, Zhejiang Province, China.**

供方代表：

Representative of the supplier:

李玉峰 先生/职能部门

Mr. Yufeng Li/Function

在本合同中供方简称为“供应商”

In this contract, the supplier is referred to as “Supplier”.

需方为：

The buyer is:

在本合同中需方简称为“Part A” 或“我们”

In this contract, the buyer is referred to as "Part A" or "us" / “we” in short.

2. 组织 ORGANIZATION

双方应任命各自的授权联系人，称为代表，通过代表开展相互合作。代表在合同框架内负责指导和协调具体的活动，且代表应有足够的权利代表各自的公司做出决定。

Both parties shall appoint their respective authorized contacts, called representatives, and cooperate with each other through representatives. The representative shall be responsible for directing and coordinating specific activities within the framework of the contract and shall have sufficient authority to make decisions on behalf of the respective companies.

对具体的事务，双方代表将得到各方组织内各个职能部门的帮助。各方被授权协调各个职能部门的代表应有足够权利与责任来代表本合同框架内的职能部门。

For specific affairs, representatives of the two parties will receive assistance from various functional departments of the respective organizations. The representative authorized by each party to coordinate all functional department shall have sufficient rights and responsibilities to represent the functional departments within the framework of this contract.

Part A 的授权联络人来自于采购部。供应商通过该采购代表与 Part A 的其他部门合作。

The authorized contact of Part A is from the purchasing department. Supplier shall cooperate with other departments in Part A through the procurement representative.

3. 目的 PURPOSE

为了制定合作的原则，用于供应商生产的安排及供应特定的物料与相关服务，特此签署本合同，并由双方采纳执行。

In order to formulate the principles of cooperation for the production arrangement of Supplier and the supply of specific materials and related services, this contract is hereby signed and executed by both parties.

在这一原则下，供应商承诺提供 Part A 在该物料领域内有竞争力的物料，在本合同条款之外，供应商应维持其物料在该领域的竞争力。

In accordance with this principle, Supplier undertakes to provide Part A with competitive materials in the material field and, in addition to the terms of this contract, Supplier shall maintain the competitiveness of its materials in this field.

此外，如本合同条款所述，供应商承诺提供有竞争力的价格来全力协助 Part A 的发展，与此同时 Part A 相应的增加订单份额。

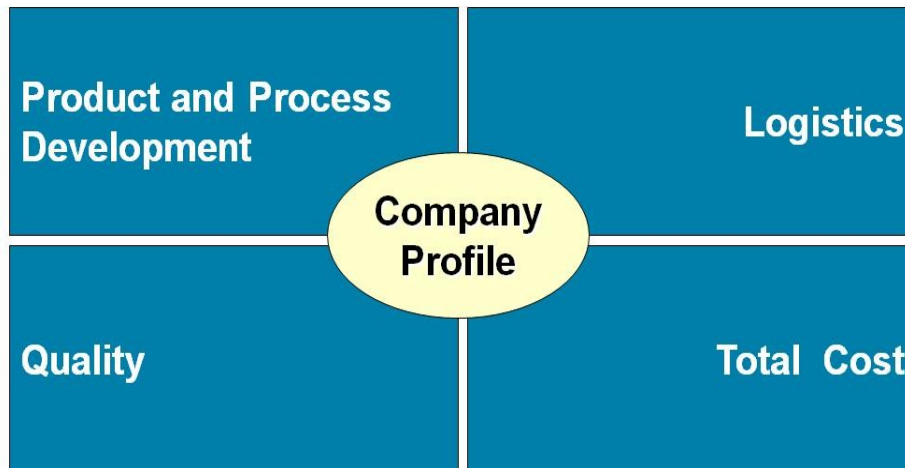
In addition, as stated in the terms of this contract, Supplier undertakes to provide competitive prices to fully assist the development of Part A and at the same time Part A increases the share of orders.

Part A 与供应商的合作且与此相关的合作是基于以下指导原则：

Part A 's cooperation with Supplier and related cooperation is based on the following guiding principles:

双方合作的前提是供应商的公司概况符合 Part A 的标准。对于供应商资质的评估和检验，是通过衡量该公司的财务状况是否稳定，公司和物料策略，公司组织架构，以及影响公司运营的其他业务和管理决策是否与 Part A 的标准相符而决定的。

The premise of the cooperation is that the company profile of the supplier meets the Part A's standard. The evaluation and inspection of Supplier qualification is determined by measuring whether the Supplier's financial situation is stable, the company material strategy, the company organizational structure, and other business and management decisions affecting the operation of Supplier is in accordance with Part A's standards.



合作的运行取决于以下四个领域：

The operation of cooperation depends on the following four areas:

1. 质量
Quality
2. 物流
Logistics
3. 价格
Price
4. 物料开发和生产过程的完善
The improvement of the material development and production process

双方在各自运营领域制定共同的任务与目标，双方的合作基于以上四个运营领域，而共同的任务与目标是双方合作互动的指导原则。

Both parties set common tasks and goals in their respective operating areas. The cooperation between the two parties is based on the above four operating areas, and the common tasks and goals are the guiding principles for the cooperation and interaction between the two parties.

根据本合同内的要求、任务和目标，将对供应商的绩效进行评估与评价。

Supplier's performance will be assessed and evaluated in accordance with requirements, tasks and objectives set forth herein the contract.

4. 范围 SCOPE

供应商承诺向 Part A 销售符合第 3 条目的所述的物料并提供相应服务，如下：

Supplier undertakes to sell Part A the materials in compliance with article 3 "Purpose" and provide the corresponding services, as follows:

本合同所涵盖的物料和服务及未来可能包含的更新或更改将被发布在 Part A 的 Be2NET 应用程序中的对应的供应商的商务版块中。

The materials and services covered herein and any future updates or changes that may be included in the contract will be published in the business section of the corresponding supplier in Part A's Be2NET application.

相应物料和/或服务的供货范围包含供应商和 Part A 之间为履行本合同要求的所有活动。

The scope of supply of the appropriate materials and/or services includes all activities between Supplier and Part A in enforcing the requirements of the contract.

5. 合同期限、违约及终止 TERM, BREACH AND TERMINATION

5.1 合同期限 TERM

本合同从 01/01/2023 开始生效，有效期至 12/31/2025 止。到有效期时，若双方均无异议，本合同将自动顺延一年。

This contract shall come into force from 01/01/2023 and shall remain valid until 12/31/2025. Upon expiration of the contract, if neither party raises any objection, the contract will be automatically extended for another year.

5.2 违约 BREACH OF CONTRACT

如果一方非根本性违约，另一方应向违约方发送书面通知，通知中应写明违约方未遵照本合同中的哪些条款与条件，并给予违约方不少于 20 个日历天的整改期限。违约方应立即采取纠正措施，并在整改期限内解决问题。因整改而产生的费用应由违约方全部承担。

In case of non-fundamental breach by one party, the other party shall send a written notice to the breaching party indicating that which terms and conditions of this contract have not been complied with by the breaching party and giving the breaching party no less than 20 calendar days for rectification. The breaching party shall immediately take corrective measures and solve the problem within the rectification period. All expenses incurred as a result of rectification shall be borne by the breaching party.

如供应商拒绝供货、违反本合同第 8 条、第 15 条、第 23 条或受政府相关行政主管部门重大行政处罚将被视为根本性违约。

If Supplier refuses to supply, violates article 8, article 15, article 23 of this contract or is subject to a major administrative penalty imposed by the relevant administrative authorities of the government, it will be deemed as a fundamental breach of contract.

5.3 合同终止 TERMINATION

单方终止：本合同履行期间，Part A 有权提前 3 个月向供应商出具终止合同的书面通知，本合同在供应商收到通知后 3 个月终止。

Unilateral termination: during the performance of the contract, Part A shall have the right to provide written notice of termination to Supplier three months in advance and this contract shall be terminated 3 months after Supplier receives the notice.

一般违约终止：发生非根本性违约，如果违约方未整改或整改未达到通知方的要求，通知方有权选择终止合同。通知方应提前 3 个月向违约方出具终止合同的书面通知，本合同在对方收到通知后 3 个月终止。

Termination of general breach: if non-fundamental breach occurs, and the breaching party fails to rectify or the rectification fails to meet the requirements of the notifying party, the notifying party shall have the right to terminate the contract. The notifying party shall give the breaching party a written notice of termination 3 months in advance, and this contract shall be terminated 3 months after the other party receives the notice.

根本性违约终止：发生根本性违约，Part A 有权通知供应商后立即终止合同，本合同在对方收到通知后终止。

Termination of fundamental breach: Part A shall have the right to terminate the contract immediately after notifying Supplier in case of any fundamental breach and the contract shall terminate upon receipt of such notice by the other party.

当任何一方有下面的情况出现时，另一方都有权通过书面通知的形式来立刻终止合同，本协议在对方收到通知后终止：

In case of any party has the following circumstances, the other party shall have the right to terminate the contract immediately by giving a written notice to the party, and this contract shall be terminated upon receipt of such notice by the party:

- 提出书面的破产要求；
make a written bankruptcy claim;
- 开始清算程序；
start the liquidation process;
- 为了债权人的利益，接收者将掌管运作；
the receiver will be in charge of the operation for the benefit of the creditors;
- 被接管或股东控制权的改变；
be taken over or the change of shareholder's control right;
- 本合同附录/附件中所约定的可以终止合同的情形。
circumstances under which the contract may be terminated as set forth in the appendix/attachment hereto.

如果合同终止：

If the contract terminates:

- 供应商应归还所有由 Part A 提供或付款的物品，包括但不限于图纸，技术规范 and 模具。
Supplier shall return all goods provided or paid for by Part A, including but not limited to drawings, technical specifications and molds.
- 所有的合同附录/附件将被一同终止，除非在附录/附件中有特别申明或双方另有书面协议。
All appendices/attachments to the contract shall be terminated together unless expressly stated in the appendices/attachments or otherwise agreed in writing by both parties.

如果本合同因**供应商违约导致终止**或供应商单方终止合同，供应商同意向 Part A 支付违约金。违约金为合同终止前 12 个月 Part A 采购量的含税总额（RMB）的 **25%**。如果违约金不足以弥

补AC Wuxi发生的损失，包括因重新寻找供应商、转换物料生产等原因而发生的额外成本或物料差价，供应商应负责额外赔偿。

If this contract is terminated due to ~~Supplier's breach or~~ Supplier terminates the contract unilaterally, Supplier agrees to pay the liquidated damages to Part A. The liquidated damages shall be 25% of the total amount of Part A purchase including tax (RMB) in the 12 months prior to the termination of the contract. ~~In the event that the liquidated damages are not sufficient to cover the losses incurred by AC Wuxi, including the additional costs or material price differences arising from re-sourcing of suppliers, material conversion, etc., Supplier shall be liable for the additional compensation.~~

6. 信息互换 (Be2NET) INFORMATION EXCHANGE (Be2NET)

Be2NET 是阿特拉斯.科普柯与供应商的信息交换的在线平台。供应商与 Part A 之间的合作信息优先通过 Be2NET 进行互换（例如：联系方式、采购订单、运输的安排等等）。

Be2NET is an online platform for Part A to exchange information with Supplier. Cooperation information between Supplier and Part A will be exchanged preferentially through Be2NET (e.g. contact information, purchase order, transportation arrangement, etc.).

供应商应培训内部的员工熟练使用 Be2NET 在线平台，如供应商要求，Part A 会给予供应商培训上的支持。

Supplier should train internal staff to use the online platform Be2NET skillfully. Part A will provide Supplier training support if required.

双方通过 Be2NET 进行互换的信息与纸质/邮件方式发送的信息具有同等法律效力，如因本合同履行发生争议的，双方通过 Be2NET 进行互换的信息应以 Part A 系统保存的信息为准，除非一方有确凿证据证明该信息因系统数据错误发生改变。

The information exchanged through Be2NET shall have the same legal effect as the information sent in paper/email. In case of any dispute arising from the performance of this contract, the information exchanged through Be2NET shall be subject to the information that saved in the system of Part A unless one party has conclusive evidence that the information is changed due to system data errors.

Part A 按与供应商协商确定的订购和物流程序，以邮寄、传真、电子邮件或者在 Be2NET 平台上进行信息交换，发出本合同项下的订购单（简称“订单”），且供应商应当对于一个工作日内回复该等订单予以承诺。

Part A exchanges information by mail, fax, E-mail or through the Be2NET platform, and issues the purchase order under this contract (hereafter referred as “order”) in accordance with the ordering and logistics procedures established in consultation with Supplier and Supplier shall make a commitment to such orders.

本合同不应被理解为 Part A 向供应商订购物料的承诺，Part A 无需向供应商承担任何采购义务，亦无需承诺最小采购量，并且 Part A 也无需对获得供应商确认的采购订单之外的任何物料以及供应商因生产或供应该等物料而产生的任何原料、供应、人力以及其他任何成本或费用承担任何责任。

This contract should not be construed as a commitment to order materials from Supplier, Part A does not need to bear any purchase obligation from Supplier, nor does it need to promise the minimum purchase quantity, and Part A shall not be liable for any material other than the purchase order confirmed by Supplier and any raw material, supply, manpower and any other costs or expenses incurred in the production or supply of such material by Supplier.

7. 物料 MATERIALS

7.1 物料 MATERIALS

物料是指由 Part A 向供应商发出的采购需求中所包含的项目。

Materials refer to the items included in the purchase requirements issued to Supplier by Part A.

本合同所涵盖的物料和服务及未来可能包含的更新或更改将被优先发布在 Part A 的 Be2NET 在线平台中的对应的供应商的商务版块中。

The materials and services covered herein and any future updates or changes that may be included in the contract will be published priority in the business section of the corresponding supplier in Part A's Be2NET online platform.

7.2 物料生命周期 MATERIALS LIFE CYCLE

Part A 根据本合同向供应商采购物料，可以发生在物料整个生命周期内的各阶段。

Part A purchases materials from Supplier in accordance with the contract and may occur at all stages of the entire life cycle of the materials.

物料生命周期的范围包含：

The scope of the material life cycle includes:

- 设计和开发阶段，包含可行性研究和样品的提供；
design and development phase, including feasibility study and sample supply;
- 小批量试制；
small batch trial production;
- 批量生产阶段，包含起动阶段和物料逐步淘汰；
batch production stage, including start-up stage and material phase-out;
- 在批量生产阶段与末期对售后备件的提供和支持(参见第 14 条)；
provide and support after-sales spare parts at the batch production stage as well as the end of batch production stage (refer to article 14);
- 生命结束
end-of-life

更多的细节，可以参照 Be2NET 列出的相关信息。

For more details, refer to the information listed on Be2NET.

7.3 技术规范 TECHNICAL SPECIFICATION

“技术规范”是指由 Part A 在本合同签署之前或之后向供应商提供的物料图纸和技术规范。

"Technical specification" means the material drawings and technical specification provided to Supplier before or after the execution of this contract by Part A.

Part A 可自行决定修改相应的技术规范要求并通知供应商，供应商有义务配合执行经 Part A 修改后的技术规范要求。

Part A may amend the technical specification requirements at its own discretion and notify Supplier and Supplier shall be obliged to cooperate with the implementation of the revised technical specification requirements.

8. 企业责任 CORPORATE RESPONSIBILITY

所有与“企业责任”相关的要求发布于如下链接：

All requirements related to “corporate responsibility” are listed below:

供应商应经常查看并严格遵守，包括但不限于以下的一些文档：

Supplier shall regularly review and strictly comply with the following documents, including but not limited to:

- 商业行为准则，该文档可通过 be2net/Supplier Info/Code of Conduct 的对应页面进行访问。
Code of Conduct, the documents can be viewed via be2net/Supplier Info/Code of Conduct
- Part A 质量，安全，健康与环境方针
Part A's Quality, safety, health and environmental policy
- 禁用和限制的化学品清单 (包含但不限于 Rosh, REACH 等), 该清单可通过 be2net/Supplier Info/Part A Restricted and Declarable 的对应页面进行访问
Part A Restricted and Declarable (including but not limited to Rosh, REACH, etc.), the list can be accessed via be2net/Supplier Info/Part A Restricted and Declarable.
- 冲突性矿物质以及多德弗兰克法案
Conflict minerals and the Dodd-Frank Act

Part A 要求供应商严格遵守“企业责任”中相关文件规定的供应商义务，并在 Part A 要求时签署遵守相关义务的承诺文件。

Part A requires Supplier to strictly abide by the obligations of suppliers specified in the relevant documents in the "corporate responsibility" and to sign a commitment document to comply with the relevant obligations when Part A requires them.

9. 安全 THE SAFETY

Part A 全力关注**安全第一**。因此，2010 年以来我们一直被授予职业健康及安全管理体系(ISO 45001)证书。

Part A focuses on safety first. As a result, we have been awarded the ISO 45001 certificate since 2010.

ISO 45001 标准是一个国际性职业健康与安全管理体系评审的系列标准。

ISO 45001 is a series of standards for reviewing system of international occupational health and safety management.

ISO 体系意味着：

ISO system means:

-
- 通过建立此管理体系，将可能遭受职业健康与安全的雇员或相关方的风险消除或将降至最低
Eliminate or minimize the risks that employees or related parties may suffer from occupational health and safety through the establishment of this management system
 - 确保自身的行为与职业健康及安全管理体系统一性
Ensure the consistency of one's own behavior with the OHSAS system
 - 落实、维护并持续完善其职业健康及安全管理体系统
Implement, maintain and continuously improve the OHSAS system

Part A 要求所有供应商遵守相关的国家法律法规，建立适用的安全管理体系。

Part A requires all suppliers to comply with relevant national laws and regulations and establish a proper safety management system.

10. 环境&能源 ENVIRONMENT & ENERGY SAVING

Part A 全力关注**环境保护**。因此，公司相继获得了 ISO14001 和 ISO50001 证书。

Part A focuses on Environment Protection. As a result, we have been awarded the ISO 14001 and ISO50001 certificate accordingly.

ISO 体系意味着：

ISO system means:

- 通过建立此管理体系，将可能对环境造成影响的风险消除或将降至最低
Eliminate or minimize the risks by establishment of this management system.
- 确保自身的行为与管理体系统一性
Ensure the consistency of one's own behavior with the management system.
- 落实、维护并持续完善管理体系
Implement, maintain and continuously improve the management system.

Part A 要求所有供应商遵守相关的国家法律法规，建立适用的管理体系。确保从整个生命周期来考虑环境保护和节能降耗，如使用绿色材料，绿色能源，不提供或不使用国家命令淘汰的高耗能设备（电机等）……

Part A requires all suppliers to comply with relevant national laws and regulations and establish a proper management system. Ensure that environmental protection and energy saving are considered from the whole life cycle, such as the use of green materials, green energy, and not providing or using high-energy-consuming equipment (motors, etc.) that are eliminated by national orders...

11. 质量政策 QUALITY POLICY

需方无锡一厂和无锡二厂可根据各自的产线生产需要与供应商分别签订特定内容和要求的质量协议或文件。该质量协议或文件将成为本合同的附录/附件。

Wuxi Plant I and Wuxi Plant II can sign quality agreements or documents of specific content and requirements with Supplier according to the production needs of their respective production lines. This quality agreement or document will be an appendix/attachment to this contract.

12. 交付与物流 DELIVERY AND LOGISTICS

12.1 交付 DELIVERY

1. 交货绩效 Delivery performance

供应商承诺达到关于交付绩效，交付稳定性与物流质量的任务和目标。供应商为了达到 Part A 所需的交货绩效，同意在持续改进自身供应链物流流程的原则下工作。

Supplier is committed to achieving the tasks and objectives related to delivery performance, delivery stability and logistics quality. Supplier agrees to operate in compliance with the principle of continuous improvement of their supply chain logistics processes in order to achieve the delivery performance required by Part A.

我们的供应链流程文件列在 Be2NET 上或可以随时向采购员进行索取。

Our supply chain process documents are listed on Be2NET or available to purchasers at any time.

Part A 要求供应商专注于以下供应链目标：

Part A requires Supplier to focus on the following supply chain objectives:

交付绩效考核达标率 100%；

Achievement rate of delivery performance appraisal is 100%;

交货期（=“订单接收”至“订单准备运输”）10 到 15 个工作日；

Delivery date (= from "order receipt" to "order ready for transport") 10 to 15 working days;

库存量不超过“3 个月”且基于：

Inventory does not exceed "3 months" and is based on:

$$\left[\frac{\text{前 3 个月的实际消耗} + \text{后 3 个月的预测}}{2} \right]$$

$$\left[\frac{\text{Actual consumption in the first three months} + \text{Forecast for the next three months}}{2} \right]$$

2. 迟延交付后果 Consequences of delivery delay

Part A 的生产需求合理地要求物料的迅速交付以避免对 Part A 的生产或进度产生不良影响，如供应商未能在约定的交付日交付物料，即构成交付迟延。发生交付延迟后，除 Part A 所享有的其他救济方式之外，供应商还应自行承担费用，以可以合理采取的最迅速的方式，将所需求数量的物料运送至 Part A 指定地点。

Prompt delivery of materials is reasonably required by production requirements of Part A to avoid adverse impact on the production or schedule of Part A, and if Supplier fails to deliver the materials on the agreed delivery date that will constitute delivery delay. In the event of any delivery delay, in addition to the other remedies available to Part A, Supplier shall, at its own expense, transport the required quantity of materials to the designated site in the most expeditious manner that can be reasonable taken.

如果 Part A 的生产线因物料的交付迟延而造成任何减产或停顿，且下述迟延交货违约金不足以弥补损失，则供应商还将对 Part A 因此所遭受的**所有直接**损失予以赔偿。

Supplier shall also indemnify Part A for all losses incurred in the event that any production reduction or stoppage caused by the delivery delay of materials and the liquidated damages for such delivery delay as described below are not sufficient to cover the losses.

如交付迟延三（3）天以上，除本合同项下所有其他救济方式之外，Part A 有权选择 (a) 取消受影响的订单的全部或任何部分或直接终止本合同，或 (b) 自三（3）天之后起每天向供应商收取迟延交付物料货款百分之一（1%）的迟延交货违约金。

In case of delivery delay of more than three (3) days, in addition to all other remedies in the contract, Part A shall have the right to choose (a) cancel all or any part of the affected order or terminate this contract directly, or (b) from three (3) days later, Supplier shall be charged with liquidated damages equal to one (1%) of the payment for the delayed delivery of materials every day.

3. 物料所有权转移和灭失风险 Material ownership transfer and loss risk

双方特此明确同意，在物料交付前，供应商享有物料所有权并承担物料灭失及损坏风险。仅在 Part A 接收供应商按照订单交付的物料后，物料所有权以及物料灭失及损坏风险才转移给 Part A。尽管有上述规定，对于所有拒收的不合格物料以及因不符合技术规格而使 Part A 撤销接受的物料，其灭失及损坏风险在任何时候均应由供应商承担。

The parties hereby expressly agree that, prior to the delivery of the materials, Supplier shall have the ownership of the materials and bear the risk of loss and damage of the materials. Only after Part A has received the materials delivered by Supplier in accordance with the order, the ownership of the materials and the risk of loss and damage are transferred to Part A. Notwithstanding the foregoing provisions, for all rejected nonconforming materials and the materials withdrawal the acceptance by Part A for non-compliance with the technical specifications, the risk of loss and damage shall at all times be borne by Supplier.

12.2 详细物流要求 DETAILED LOGISTICS REQUIREMENTS

需方无锡一厂和无锡二厂可根据各自的产线生产需要与供应商分别签订特定内容和要求的物流协议，手册或文件。该物流协议、手册或文件将成为本合同的附录/附件。

Wuxi Plant I and Wuxi Plant II may sign logistics agreements, manuals or documents of specific content and requirements with Supplier according to the production needs of their respective production lines. The logistics agreement, manual or document will be an appendix/attachment to this contract.

13. 商业条款 COMMERCIAL TERMS

13.1 原则 PRINCIPLE

双方业务以人民币结算，有不同币种结算需要的，双方另行协商并协议约定。

The business dealings between both parties are based on RMB. If settlement in different currencies is required, the parties shall negotiate and reach an agreement separately.

每次的价格变更，在新价格开始执行前必须得到 Part A 的书面同意和确认。新价格以及生效日经 Part A 批准后发布在 Be2NET 的对应的商务模块，用于结算生效日及之后送货的物料价款。这里所指的物料价格均是货到 Part A 工厂的不含增值税价格。

Each price change must be approved and confirmed by Part A in writing before the new price is implemented. The new price and the effective date will be published on the corresponding business module on Be2NET upon the approval of Part A in force and will be used to settle the cost of materials delivered on and after the effective date. All the material prices in this case are defined for delivery DDP Part A and with no VAT.

13.2 价格清单 PRICE LIST

本合同所涵盖的物料和服务的价格清单及未来可能包含的更新或更改将被发布在 Part A 的 Be2NET 应用程序里的对应的供应商的商务版块中。

The price list of the materials and services covered in this contract and any updates or changes that may be included in the future will be published in the business section of the corresponding supplier in Part A's Be2NET application.

13.3 降低成本 REDUCE THE COST

供应商同意努力降低成本，Part A 将为供应商设立采购价格降价目标。该等降价目标应由下述任一标准衡量：(i) 物料及服务价格下降，或 (ii) 物料单位制造成本下降。

Supplier agrees to use all efforts to reduce costs and Part A will set a price reduction target for Supplier. Such reduction targets shall be measured by any of the following criteria : (i) falling prices of materials and services, or (ii) falling unit manufacturing costs of materials.

Part A 和供应商进一步同意，采购价格降价目标应当为，使 Part A 在本合同期限内每年可享受的因成本降低而导致的物料价格降低幅度达到百分之三（3%）以上。供应商进一步了解并同意，其对该等目标实现所提供的努力和合作将是 Part A 是否终止或续订本合同的决定因素之一。Part A and Supplier further agree that the price reduction target of the purchase price shall be to reduce the price of the materials to more than 3% (3%) due to the cost reduction that Part A can enjoy annually during the term of this contract. Supplier further understands and agrees that its efforts and cooperation in achieving these objectives will be one of the determinants of whether Part A terminates or renews the contract.

13.4 价格结构 PRICE STRUCTURE

供应商同意向 Part A 提供所采购物料的详细成本分解报价。

Supplier agrees to provide Part A with detailed cost breakdown quotes for the materials purchased.

价格的分解结构包含如下成本要素：

The price decomposition structure includes the following cost elements:

- 原材料
Raw materials
- 加工成本

Processing costs

- 外购部件
Outsourcing components
- 利润
Profits

13.5 价格变更 THE PRICE CHANGE

本合同所涵盖的物料和服务的价格如需要变更，双方应书面协商一致。协商一致后，供应商最晚应在当月 7 日前的最后一个工作日（参照 Be2NET 来获取阿特拉斯节假日安排）将新的价格以书面形式提交 Part A，保证 Part A 可以在每月 21 日在 Be2NET 的对应商务模块进行价格变更和发布。

If the price of materials and services covered by this contract needs to be changed, both parties shall reach an agreement in writing. After the agreement is reached, Supplier shall submit the new price in writing to Part A no later than the last working day before the 7th day of the current month (refer to Be2NET for Atlas's holiday arrangement) to ensure that Part A can change and issue the price in the corresponding business module of Be2NET on the 21st day of each month.

如供应商未能按时提交新价格，在新价格高于老价格的情况下，Part A 有权顺延在 Be2NET 进行价格调整的月份；而在新价格低于老价格的情况下，Part A 有权在协商一致的当月，在 Be2NET 进行价格调整。

If Supplier fails to provide the new price on time and in case that the new price is higher than the old price, Part A has the right to extend the price adjustment month in Be2NET; in the case that the new price is lower than the old one, Part A has the right to make price adjustment in the month of agreement in Be2NET.

13.6 竞争力 COMPETITIVE

Part A 保留寻找更有竞争力价格的物料之权利。如经证实供应商对于同类或特定类别物料报价不具有竞争力，Part A 可以决定在整套物料中选取一部分或全部另寻供应商。供应商拥有在相应物料上做最终报价的权利。如果 Part A 决定另寻供应商，Part A 将提前 3 个月向供应商出具书面通知，并在供应商收到通知 3 个月后停止物料的采购。因此导致的合同变更或终止不视为 Part A 违约。

Part A reserves the right to search for more competitive prices of materials. If it is proved that Supplier is not competitive in providing quotations for the same or specific types of materials, Part A can decide to find another supplier for part or all of the materials in the whole package. Supplier has the right to make the final quotation on the corresponding materials. In the event that Part A decides to use another supplier, it shall provide written notice to Supplier 3 months in advance and stop the purchase of the materials 3 months after Supplier receives the notice. Any change or termination of the contract resulting therefrom shall not be deemed to be a breach of Part A.

13.7 贸易条款 TRADE TERMS

物料的价格将根据 INCOTERM2010（国际贸易术语 2010）中的 DDPFOB 至指定地点的规定执行，~~DDP~~的含义为目的地完税后交货。

The price of the material shall be subject to the provisions in INCOTERM2010 (INCOTERM2010) for DDPFOB to the designated place, ~~which means delivery after duty paid at the destination.~~

订单中另有明确要求的 (如自提货等) , 双方应另行商定。

If there are other specific requirements in the order (such as self-pick-up, etc.), both parties shall negotiate separately.

13.8 预开票清单 PRE-INVOICE LIST

Part A 在每月 21 日 (遇节假日顺延至最近的工作日) 向供应商提供前一采购月度 (即上月的 21 日至本月 20 日) 内所发生的“预开票清单”, 亦称为“Pre-Invoice”。预开票清单根据前述采购月度内供应商的未开票采购订单入库记录, 以及当期所执行的价格制作而成。

Part A provides Supplier with the "pre-invoice list" or "pre-invoice" that occurs in the previous purchasing month (i.e., from the 21st of last month to the 20th of this month) on the 21st day of each month (in case of holidays will be extended to the nearest working day). The pre-invoicing list is prepared based on Supplier's un-invoiced purchase order warehousing records in the aforementioned purchasing month and the prices executed in the current period.

由于不能完全排除在不可抗力情况下发生 Pre-Invoice 中当期所执行的价格和 Be2NET 对应商务模块中发布的价格不一致的情况, 因此供应商应及时核对预开票清单的相关信息。如对预开票清单信息有异议, 应在收到 Pre-Invoice 后的 2 个工作日内书面通知 Part A (Pre-invoice Inquiry), 双方应对异议部分再行对帐, 针对异议部分双方确认后供应商才能开具发票。~~如供应商未如期提出书面异议, 则应视供应商同意按照 Pre-Invoice 的金额, AC Wuxi 将按照 Pre-Invoice 金额进行结算。~~

Because it can't completely exclude the inconsistency between the price executed in Pre-Invoice and the price published in corresponding business module of Be2NET under force majeure, Supplier shall timely check the relevant information of the pre-invoice list. In case of any objection to the pre-invoicing list information, Supplier shall notify Part A of the pre-invoice inquiry in writing within 2 working days after the receipt of the pre-invoice. Both parties shall re-check the accounts for the part of objection, and Supplier can only issue invoices after the part of objection confirmed by both parties. ~~In the event that Supplier fails to raise any written objection in time, it shall be subject to Supplier's agreement to settle according to the amount of pre-invoice, and AC Wuxi shall settle according to the amount of pre-invoice.~~

Part A 在任何时候发现 Pre-invoice 的金额超过实际应结算金额, 都可以在书面通知供应商进行对账后, 从应付货款中扣除相应的金额。

At any time, Part A finds that the amount of pre-invoice exceeds the actual settlement amount, Part A can deduct the corresponding amount from the payment for goods after notifying Supplier in writing for reconciliation.

13.9 付款方式 TERMS OF PAYMENT

供应商应按预开票清单的金额开具增值税发票, 于收到预开票清单当月最后一个日历日 (遇节假日顺延至最近的工作日) 前送至 Part A 财务部。

Supplier shall issue VAT invoice in accordance with the amount in the pre-invoicing list and send it to Part A finance department before the last calendar day of the month upon receipt of the pre-invoicing list (in case of holidays, it is extended to the nearest working day).

Part A 将在收到前述发票当月最后一个自然日起算 60 天之后的最近一个付款日 (Part A 每月根据集团要求统一安排付款) 以银行转账或上市银行承兑 (4 个月期) 方式向供应商付款。

Part A will pay Supplier on the most recent payment date after 60 days from the last natural day of the month upon receipt of the aforementioned invoice. (Part A will arrange monthly payment in accordance with the group's requirements).

13.10 发票条款 TERMS OF INVOICE

供应商应根据 13.8 款的约定每月向 Part A 提供发票 1 次。每张 Pre-invoice 对应一组发票，每组发票的每一张发票的开票日期必须保持一致，与 Pre-invoice 金额不符的发票，均将全部退回给供应商。未收到符合 Part A 要求的发票前，Part A 无需向供应商支付货款。

Supplier shall provide the invoice to Part A once a month in accordance with clause 13.8. Each pre-invoice corresponds to a set of invoices. The issuing date of each invoice of each set of invoices must be consistent. Invoices inconsistent with the amount of pre-invoice will be returned to Supplier. Part A does not need to pay to Supplier before receiving the invoice that meets the requirements of Part A.

13.11 扣款 DEDUCTIONS

供应商同意：Part A 有权从应付货款中直接扣除以下款项，包括但不限于供应商依约应向 Part A 支付的违约金，因迟延交付、退货、质量、停线等而导致的扣款、赔偿等，但前述扣款应当以供应商书面确认为前提。

Supplier agrees that Part A shall have the right to directly deduct the following amounts from the payment for goods payable, including but not limited to the liquidated damages payable to Part A by Supplier in accordance with the contract, the deduction and compensation caused by the delay in delivery, return, quality and shutdown of the line.

14. 开发协议 DEVELOPMENT AGREEMENT

供应商应根据 Part A 的要求来提供设计及开发相关的服务，但不限于创新、成本效率与制造能力。Part A 关于开发相关的细节公布于 Be2NET 上。

Supplier shall provide services related to design and development in accordance with the requirements of Part A, including but not limited to innovation, cost efficiency and manufacturing capacity. Details about the development of Part A are published on Be2NET.

任何关于 Part A 特定的开发双方应签署独立的开发协议。

Both parties shall enter into an independent development agreement with respect to any specific development of Part A.

15. 售后备件的生产与销售 AFTER-SALES SPARE PARTS PRODUCTION AND SALES

供应商应在该物料停产后或本合同的最后一次批量交货后的 十二(102)年内，按照原先供应的价格及时继续提供物料以替换原先依据本合同供应给 Part A 的物料。供应商的该项义务不因本合同的到期或终止而解除。

Supplier shall provide the materials in a timely manner at the original supply price & commercial terms to replace the materials originally supplied to Part A in accordance with the contract within ~~ten~~¹⁰ years after the stop of production of the materials or after the last batch delivery of the contract. This obligation of Supplier shall not be discharged due to the expiration or termination of this contract.

在发生不可抗拒的事件或清算前，供应商承诺尽力的根据 Part A 的交货期，依据相关的图纸、工装、模具等来为 Part A 生产物料。

In the event of force majeure or liquidation, Supplier undertakes to do its best to produce materials for Part A in accordance with the delivery date, relevant drawings, tooling, molds and so on.

需方无锡一厂和无锡二厂可根据各自产品售后服务需要与供应商分别签订特定内容和要求的售后服务协议。该售后服务协议将成为本合同的附录/附件。

Wuxi Plant I and Wuxi Plant II can enter into after-sales service agreements with Supplier for specific contents and requirements according to the after-sales service requirements of their products. This after-sales service agreement shall become an appendix/attachment to this contract.

16. 知识产权 INTELLECTUAL PROPERTY

16.1 供应商对于其物料不侵权的保证 GUARANTEE OF NON-INFRINGEMENT OF MATERIALS FROM SUPPLIER

供应商保证提供的物料不侵犯任何第三方的专利、商标、设计权、版权或其他知识产权。

Supplier warrants that the materials supplied shall not infringe any third party's patents, trademarks, design rights, copyrights or other intellectual property rights.

如违反前述保证，供应商应赔偿且应保持 Part A 免遭受其侵权行为所招致的索赔而造成的一切直接损失，包括损害赔偿费和律师费。

In the event of any breach of the foregoing warranty, Supplier shall indemnify and maintain Part A free of all damages caused by claims arising from its torts, including damages and legal fees.

16.2 PART A 或其关联公司的知识产权 INTELLECTUAL PROPERTY RIGHTS OF PART A AND ITS AFFILIATES

~~1. 商标 Trademark~~

~~供应商应按 AC Wuxi 的要求使用 AC Wuxi 或其关联公司所拥有或取得许可使用的任何商标（以下统称“AC Wuxi 或其关联公司的商标”）。对于非供应给 AC Wuxi 或其指定方的物料，供应商不得在其上使用 AC Wuxi 或其关联公司的商标。未经 AC Wuxi 事先书面同意，供应商在宣传或推广其经营活动、产品、服务或业务时不得使用或授权他人使用 AC Wuxi 或其关联公司的商标。~~

~~Supplier shall use any trademarks owned or licensed by AC Wuxi or its affiliates (collectively referred to as "trademarks of AC Wuxi or its affiliates") in accordance with the requirements of AC Wuxi. Supplier shall not use the trademarks of AC Wuxi or its affiliates on any materials not supplied to AC Wuxi or its designee. Supplier shall not use or authorize others to use the trademarks of AC Wuxi or~~

~~its affiliates in publicizing or promoting its business activities, products, services or business without the prior written consent of AC Wuxi.~~

~~供应商不得从事或授权他人从事任何损害 AC Wuxi 或其关联公司的商标权利的行为，并且因使用该商标而产生的任何利益应当自动归属于 AC Wuxi 或其关联公司。~~

~~Supplier shall not engage in or authorize any other person to engage in any act that damages the trademark rights of AC Wuxi or its affiliates and any benefits arising out of the use of the trademark shall automatically be vested in AC Wuxi or its affiliates.~~

~~供应商特此同意，当 AC Wuxi 于任何时间书面通知供应商或者本合同终止时，除非 AC Wuxi 另行做出书面指示，供应商应当按照 AC Wuxi 的书面指示并自负费用，迅速将其所占有的与物料有关的包含 AC Wuxi 或其关联公司的商标的所有包装材料、标签以及所有宣传和其他材料交付给 AC Wuxi 或者由 AC Wuxi 监督销毁，因此产生的费用由违约方或发出终止通知一方承担；供应商由 AC Wuxi 提供的专门用来制造物料的所有工艺图、图版和其他辅助物为 AC Wuxi 所独有的财产，并且应当按照 AC Wuxi 的书面指示视个案情况及时归还 AC Wuxi，且相应费用由违约方或发出终止通知一方承担供应商承担。~~

~~Supplier hereby agrees that when AC Wuxi notifies Supplier in writing at any time or terminates this contract, unless otherwise instructed in writing by AC Wuxi, Supplier shall promptly, at its own cost, return all packaging materials, labels and all promotional and other materials in its possession relating to the materials that contain the trademarks of AC Wuxi or its affiliates to AC Wuxi or destroy the aforesaid materials under AC Wuxi's supervision; all process drawings, charts and other auxiliary materials specially used by Supplier for manufacturing materials shall be the exclusive property of AC Wuxi and shall be returned to AC Wuxi in time according to the written instructions of AC Wuxi and the circumstances of the case, and the corresponding costs shall be borne by Supplier.~~

2. 专有权利 Proprietary rights

供应商承认并且同意以下规定：(i) 除非在本合同中另有明文规定，Part A 保留 Part A 的知识产权所包含的全部权利以及对 Part A 的知识产权的全部权利；(ii) 除非本合同另有明文规定，供应商不享有 Part A 的知识产权中的任何权利和利益。

~~供应商特此明确确认，本合同项下物料查询、需求、订购或制造所涉及或者将涉及的所有知识产权以及供应商单独或合作开发的任何新的知识产权均归 AC Wuxi 所有归属，双方均应当另行签订协议以明确归属，供应商使用此知识产权的范围应由双方达成书面协议。~~

~~Supplier acknowledges and agrees to the following provisions :(i) unless otherwise expressly provided herein, Part A shall retain all the rights contained in Part A's intellectual property and all the rights to Part A's intellectual property rights; (ii) unless otherwise expressly provided herein, Supplier shall not enjoy any rights or benefits in the intellectual property rights of Part A. Supplier hereby expressly acknowledges that all intellectual property rights involved in or will be involved in material enquiries, demands, orders or manufacturing hereunder and any new intellectual property rights developed separately or jointly by Supplier shall remain in the possession of AC Wuxi and the scope of Supplier's use of such intellectual property rights shall be agreed in writing by both parties.~~

3. 对物料的独家采购权利 Exclusive right to purchase materials

Part A 有权独家购买供应商生产的使用 Part A 知识产权和/或 Part A 供应品和/或带有 Part A 或其关联公司的商标的物料。未经 Part A 事先书面授权，供应商不得向 Part A 以外的任何一方出售、出租、供应或分销任何该物料。

Part A has the exclusive right to purchase materials manufactured by Supplier using Part A's intellectual property rights and/or using Part A's supplies and/or with the trademarks of Part A or its

affiliates. Without the prior written authorization of Part A, Supplier shall not sell, lease, supply or distribute any of the materials to any party other than Part A.

4. 保护和强制实施 Protection and enforcement

Part A 可以以任何形式主张权利以及提起诉讼以保护 Part A 的知识产权。供应商应给予 Part A 所认为的必要的充分的支持。该等支持应当包括但不限于向 Part A 提供任何文档或应 Part A 请求作为一方当事人参加诉讼以支持 Part A 的权利主张。Part A 应当承担供应商方面因提供该等支持而产生的合理费用，但该诉讼是由于供应商违反本合同的任何规定而引起的除外。通过该主张或诉讼而获得的财产应当为 Part A 独有，构成 Part A 的排他性的财产。

Part A may use any form of claim or litigation to protect its intellectual property rights. Supplier shall provide Part A with the necessary and sufficient support that Part A deems necessary. Such support shall include, but not be limited to providing any documentation to Part A or participating in litigation at the request of Part A in support of Part A's claims. Part A shall indemnify Supplier for any reasonable costs incurred in providing such support, except in cases where the claim is caused by a breach of any provision of this contract by Supplier. The property obtained through such claim or action shall be exclusive to and constitute the exclusive property of Part A.

16.3 供应商承诺 SUPPLIER COMMITMENT

1. 如双方就继续或将来物料的交付的条件或变更或物料交付方式的更改未达成一致，或 Part A 全部或部分的取消订单，或供应商违约且 Part A 选择其他供应商。~~，如果 AC Wuxi 希望继续生产及销售物料，则供应商应当自担费用，提供所有生产物料所必需的、由其占有或控制的相关制具，以及无偿授予 AC Wuxi 所有必要的技术秘密、文档和其他知识产权，以使 AC Wuxi 能够以与供应商根据本合同制造、使用和销售物料同样的方式制造、使用和销售物料。~~

If the parties fail to reach an agreement on continuation or on the change of the delivery conditions of the material or on the change of the delivery method of the material in the future, or Part A cancels the order in whole or in part, or Supplier breaches the contract and Part A chooses another supplier ~~and if AC Wuxi wants to continue production and sales material, Supplier shall bear the cost to provide all relevant tools necessary for the production of materials, which are owned or controlled by its own, and grant AC Wuxi all necessary technical secrets, documents and other intellectual property rights free of charge to enable AC Wuxi to manufacture, use and sell the materials in the same manner as Supplier under this contract.~~

- ~~2. 未经 AC Wuxi 事先书面许可，供应商不应向非 AC Wuxi 以外的任何一方出售、出租或另外交付且/或提供本合同所涵盖的由 AC Wuxi 定制的物料和服务（包括但不限于物料、必备的服务与备件等）。除非在本合同签订前，此物料或与此物料具有相同的参数的物料已经作为标准物料被供应商投放市场，且供应商已向 AC Wuxi 进行书面说明并得到 AC Wuxi 的书面确认。~~

~~3. Without the prior written permission of AC Wuxi, Supplier shall not sell, lease or otherwise deliver and/or provide the materials and services (including but not limited to materials, necessary services and spare parts) covered by this contract to any party other than AC Wuxi. Unless prior to the execution of this contract, the material or the material with the same parameters has been put on the market by Supplier as standard material and Supplier has given a written explanation to and obtained the written confirmation of AC Wuxi.~~

~~4.~~

5. 供应商承诺，仅与 Part A 发生商业行为时，使用 Part A 的图纸、标准、参数与信息，其不得使用任何来自于 Part A 的标准、参数、设定值、零件号及图纸等因履行本合同知晓的信息直接或间接的接触 Part A 的客户。

Supplier undertakes to use the drawings, standards, parameters and information of Part A only in the event of commercial activities with Part A, and shall not use any of the standards, parameters, set values, part numbers, drawings and other information obtained from the performance of the contract to directly or indirectly contact with customers of Part A.

6. 供应商知晓并确认：Part A 提供图纸的零件（以下简称“特定零件”）的相关信息及特定零件与 Part A 零件号的对照清单均属于保密信息，供应商承诺按第 21 条约定严格保密。未经 Part A 事先书面许可，供应商不得将特定零件及含特定零件的物料向第三方出售，亦不得指示第三方生产或销售特定零件。

Supplier knows and confirms that the information related to the parts (hereinafter referred to as "specific parts") of the drawings provided by Part A and the control list of specific parts and the part number of Part A are confidential information and Supplier undertakes to keep them strictly confidential in accordance with article 21. Supplier shall not sell specific parts and materials containing specific parts to third parties or instruct any third party to produce or sell any particular part without the prior written permission of Part A.

5. 供应商知晓并确认：违反本合同第 16 条的行为除构成侵权外，还构成根本性违约。如 Part A 选择不终止合同，供应商同意应向 Part A 支付违约金，违约金为合同终止前 12 个月 Part A 采购量的含税总额（RMB）的四分之一，~~如果违约金不足以弥补 AC Wuxi 的损失，供应商还应向 AC Wuxi 进行赔偿。~~

Supplier acknowledges and confirms that the breach of article 16 hereof constitutes not only an infringement but also a fundamental breach of contract. In the event that Part A chooses not to terminate the contract, Supplier agrees to pay a liquidated damages equal to one fourth of the total amount of the Part A purchase including taxes (RMB) in the 12 months prior to the termination of the contract. ~~If the liquidated damages are not sufficient to cover the loss of AC Wuxi, Supplier shall also pay compensation to AC Wuxi.~~

17. 工装模具 TOOLING MOULD

为制造物料而使用的制具、模具、夹具、工装、材料和其他供应品等（如有）（以下简称“Part A 供应品”）~~无论制造或购买是否由 Part A 付费的~~，均为 Part A 的财产，~~供应商特此放弃对 AC Wuxi 供应品的任何及全部留置权。~~ 供应商将保证自行承担费用和 risk 妥善保管 Part A 供应品，并根据 Part A 的指示对其维修或替换，若丢失或损坏由供应商负责赔偿。如果供应商破产或双方终止合约，供应商应自行承担费用将 Part A 供应品妥善归还给 Part A。如供应商未能于 Part A 书面通知所规定的到期日归还 Part A 供应品，则该行为构成根本性违约，并且供应商应当向 Part A 赔偿：(1) 强制实施本条款项下权利的全部直接费用包括合理律师费，以及 (2) 为取得替代品而产生的所有直接成本。如有任何 Part A 供应品因法律程序而遭查封，供应商应当及时通知 Part A 该情形。供应商还应当告知查封该供应品的政府官员或机构，Part A 对该供应品享有所有权，并努力争取解除查封。

Tools, moulds, fixtures, tooling, materials and other supplies used in the manufacture of materials (if any) (hereinafter referred to as "Part A's supplies") are the property of Part A regardless of whether the manufacturing or purchase is paid for by Part A and Supplier hereby waives any and all lien on Part A's supplies. Supplier ensures that it shall properly keep Part A's supplies at its own cost and risk and will repair or replace it according to the instructions of Part A, and Supplier shall be responsible

for any loss or damage. In the event that Supplier goes bankrupt or the contract is terminated, Supplier shall properly return Part A's supplies to Part A at its own cost. In the event Supplier fails to return the Part A's supplies within the expiration date specified in the written notice, such failure shall constitute a fundamental breach of contract and Supplier shall indemnify Part A for : (1) all direct costs incurred in enforcing the rights under this article, including reasonable attorney's fees, and (2) all direct costs incurred in obtaining the substitutes. In the event that any Part A's supplies are blocked due to legal procedures, Supplier shall promptly notify Part A of the situation. Supplier should also notify the government officials or agencies who have sealed up the supply that Part A has ownership of the supplies and shall do its best to lift the closure.

供应商应使用“Part A (无锡) 有限公司的财产”来清晰标示所有属于 Part A 的工装和模具。
Supplier shall use "property of Part A (Wuxi) Co., Ltd." to clearly mark all tooling and molds belonging to Part A.

当样品与工装一经认可，供应商应立即提供给 Part A 采购部代表以下工装信息：
Supplier shall provide Part A purchase representative with the following tooling information immediately after the sample and tooling are approved:

- 工装描述
Description of Tooling
- 工装材料
Material of Tooling
- 工装的预计寿命
Expected Tooling lifetime
- 开始试制时间
Start date of trial production
- 设备型号及设备制造年限
Equipment model and the manufacturing time of equipment
- 工装存放位置
Location of the Tooling
- 规格
Specifications
- 照片 (包括标记为“Part A (无锡) 有限公司的财产”在内)
Pictures (including property marked “property of Part A (Wuxi) Co., Ltd”)

供应商将每年对所有有效工装向 Part A 书面提供以下工装信息
Supplier will provide the following tooling information in writing to Part A on an annual basis for all effective tooling

- 上一年生产的零件物料的数量;
the quantity of parts and materials produced in the previous year;
- 更新工装之前，预计可生产零件物料总数的剩余寿命;
the estimated residual life of the total number of parts and materials that can be produced before tooling update;

本合同所涉及的工装和模具，如果是Part A投资并承担费用，Part A向供应商付款的节点如下：
If the tooling and molds involved in the contract are invested and paid by Part A, the payment points for Part A to Supplier are as follows:

-
- 下采购订单时预付 30% ;
30% at purchase order;
 - 质量工程师认可首件样品后付 50% ;
50% after the quality engineer approves the first sample;
 - 质量工程师认可第一批批量物料后付剩余 20%。
20% after the quality engineer approves the first batch of material

由 Part A 投资并承担费用的工装和模具，在使用过程中由供应商负责进行保养维护，维护费用由供应商承担，以确保工装处于完好状态，不会由此导致物料的交付困难或质量问题。

Part A shall invest and bear the cost of the tooling and molds, and Supplier shall be responsible for the maintenance during the use process and bear the maintenance cost to ensure that the tooling is in good condition and will not lead to delivery difficulties or quality problems of materials.

18. 责任 RESPONSIBILITY

18.1 物料责任 MATERIAL LIABILITY

供应商应承担由物料缺陷而造成的人身伤害或财产损失的责任，并依法赔偿AC-Wuxi的损失，而该人身伤害或财产损失是由供应商的物料所引起或相关的。

Supplier shall be liable for personal injury or property damage arising out of or in connection with the material supplied by Supplier and shall indemnify Part A for any loss.

一旦Part A收到索赔要求，Part A将立即通告供应商，供应商应配合并协助Part A着手进行所有必需的调查，并共同对索赔进行抗辩。如供应商拒绝提供协助和配合，Part A有权推定供应商物料存在缺陷自行处理，并根据索赔结果向供应商进行主张。

Upon receiving the claim, Part A will notify Supplier immediately and Supplier shall cooperate and assist Part A in initiating all necessary investigations and jointly defend the claim. In the event that Supplier refuses to provide assistance or cooperation, Part A shall have the right to assume that there is a defect in Supplier's materials and make claims to Supplier based on the claim result.

~~18.2 第三方索赔 THIRD PARTY CLAIM~~

~~18.3~~

~~18.4 供应商承诺确保 AC WUXI 免于遭受来自于第三方关于任何潜在缺陷或物料责任的索赔损失，此种索赔可能基于物料的瑕疵，也可能基于物料使用说明与警告信息的缺失。~~

~~18.5 SUPPLIER UNDERTAKES TO ENSURE THAT AC WUXI IS FREE FROM ANY CLAIMS ARISING FROM THIRD PARTIES REGARDING ANY POTENTIAL DEFECTS OR LIABILITY FOR MATERIALS WHICH MAY BE BASED ON DEFECTS IN THE MATERIALS OR THE LACK OF USE INSTRUCTIONS AND WARNING INFORMATION.~~

~~18.6~~

~~18.7 供应商的以上承诺应覆盖 AC WUXI 需要向第三方付出的所有损失赔偿。~~

~~18.8 THE ABOVE COMMITMENT OF SUPPLIER SHALL COVER ALL DAMAGES THAT AC WUXI SHALL PAY TO THE THIRD PARTY.~~

~~18.9~~

~~18.10 倘若发生此类索赔，供应商将免费的提供 AC WUXI 所有信息、文件及其他证据或有必要的能避免此类索赔的材料。如供应商拒绝提供协助和配合，AC WUXI 有权推定供应商责任，并根据索赔结果向供应商进行主张。~~

18.11 IN THE EVENT OF SUCH CLAIM, SUPPLIER SHALL PROVIDE TO AC WUXI, FREE OF CHARGE, ALL INFORMATION, DOCUMENTS AND OTHER EVIDENCE OR ANY MATERIAL NECESSARY TO AVOID SUCH CLAIM. IF SUPPLIER REFUSES TO PROVIDE ASSISTANCE AND COOPERATION, AC WUXI SHALL HAVE THE RIGHT TO ASSUME THE RESPONSIBILITY OF SUPPLIER AND CLAIM AGAINST SUPPLIER BASED ON THE RESULT OF THE CLAIM.

18.12 保险 INSURANCE

18.13

18.14 供应商应购买物料责任保险，且投保金额应能足够覆盖物料生命期内的责任风险。且经要求，供应商能够向 AC WUXI 提供这种保险的购买证明，且供应商购买保险的投保金额应不低于子条款 18.1 与 18.2 中已确定的所有成本与损失。

18.15 SUPPLIER SHALL PURCHASE MATERIAL LIABILITY INSURANCE FOR AN AMOUNT SUFFICIENT TO COVER THE LIABILITY RISK DURING THE LIFE OF THE MATERIAL. SUPPLIER SHALL BE ABLE TO PROVIDE PROOF OF SUCH INSURANCE TO AC WUXI UPON REQUEST AND THE AMOUNT OF SUCH INSURANCE SHALL NOT BE LESS THAN ALL THE COSTS AND LOSSES IDENTIFIED IN SUB-CLAUSES 18.1 AND 18.2.

18.16 质量保证 QUALITY ASSURANCE

需方无锡一厂和无锡二厂可根据各自的产线生产需要与供应商分别签订特定内容和要求的质量协议或文件。该质量协议或文件将成为本合同的附录/附件。

Wuxi Plant I and Wuxi Plant II may sign quality agreements or documents of specific content and requirements with Supplier according to the production needs of their respective production lines. This quality agreement or document will be an appendix/ attachment to this contract.

19. 供应商自主服务协议 SUPPLIER INDEPENDENT SERVICE AGREEMENT

需方无锡一厂和无锡二厂可根据各自产品售后服务需要与供应商分别签订特定内容和要求的售后服务协议，其中将包括对供应商自主服务的要求。该售后服务协议将成为本合同的附录/附件。

Wuxi Plant I and Wuxi Plant II may sign after-sales service agreements with Supplier for specific contents and requirements according to the after-sales service requirements of their products, which shall include requirements for independent service of Supplier. This after-sales service agreement shall become an appendix/attachment to this contract.

20. 保密 CONFIDENTIALITY

一方通过商业关系从另一方得到的所有的信息、设备、专有技术与技术类文件，包括以电子格式及纸质图形储存的数据，将在本合同期限内及之后的403年都被作为机密，除了双方合作业务之外不得用作其他任何目的。

All information, equipment, proprietary technology and technical documents obtained by either party from the other party through commercial relations, including data stored in electronic format and paper graphics, shall be treated as confidential during the term hereof and for a period of 403 years thereafter and shall not be used for any purpose other than the cooperative business of the parties.

双方共享所有涉及到物料与商业活动的信息，包括对实施查询、请求或订单等必要的信息。任何一方不得向第三方提供此类信息，除非有另一方的书面许可。

Both parties share all information relating to materials and business activities, including information necessary to implement enquiries, requests or orders. Neither party shall provide such information to a third party, except with the written permission of the other party.

在未经另一方许可下，任何一方均不可向任何第三方公开无论是之前还是双方正在合作的任何信息。

Without the permission of the other party, neither party shall disclose to any third party any information before or during the cooperation between the two parties.

供应商应制定相应的保密制度并采取严格的保密措施，限定供应商内部有权知悉保密信息的人员范围，确保供应商内部及Part A的组织中未经Part A书面确认的人员不应知悉保密信息。

Supplier shall establish appropriate confidentiality system and take strict confidentiality measures to limit the scope of personnel inside Supplier who are entitled to access to the confidential information and ensure that personnel within Supplier and within Part A organization are not given access to confidential information unless they are confirmed by Part A in writing.

双方另行签订《保护并不披露保密信息协议》，明确各自的责任和义务。

Both parties shall separately sign the agreement on the protection of non-disclosure of confidential information to clarify their respective responsibilities and obligations.

本章节所述的保密义务将在本合同终止后仍持续403年。

The confidentiality obligation set forth in this section shall continue for 403 years after the termination of this contract.

21. 不可抗力条款 FORCE MAJEURE CLAUSE

在本合同期限内，当出现以下不可预见和控制的阻碍造成履行困难或不能时，任何一方都有权终止其本合同内应履行的义务。这些不可抗力情形包括火灾，战争与内战，暴动，大量的军事动员，征调，扣押，禁止通商。

During the term hereof, either party shall have the right to terminate its obligations hereunder in the event that the performance is difficult or impossible due to the following unforeseen and uncontrolled obstacles. These force majeure situations include fire, war and civil war, insurrection, massive military mobilization, requisition, seizure, and prohibition of trade.

一方若声称受到不可抗力情形的影响时，在此情形开始与结束时应毫无延迟的立即书面通知另一方。

If one party claims to be affected by a force majeure event, it shall immediately notify the other party in writing at the beginning and end of such event without delay.

如果供应商因受到不可抗力情形的影响，在收到订单后超过一个月仍未能履行其义务的，Part A将有权书面通知供应商取消该订单。

~~供应商承诺尽可能最大可能的限度来让AC Wuxi得到所有与物料相关的且用于生产的图纸、工装等，即使如果这些不是属于AC Wuxi的财产，合理的补偿将由双方友好商定。~~

In case Supplier fails to perform its obligations within one month after receiving the order due to force majeure, Part A shall have the right to notify Supplier in writing to cancel the order. ~~Supplier promises to maximize the possibilities for AC Wuxi to obtain all drawings, tooling, etc. related to the materials and used for production, even if these are not the property of AC Wuxi, the reasonable compensation shall be amicably agreed upon by both parties.~~

22. 供应商的保证 SUPPLIER'S GUARANTEE

供应商进一步向Part A保证：(i) 供应商对任何物料在销售之时均享有完全及有效的所有权，其上无任何留置权、索赔权或其他权利；(ii) 供应商所提供的在物料中使用的所有的制造工艺、软件、设计、开发成果以及其他项目均为供应商所拥有，或已取得适当的使用许可，或属于公共领域信息且未侵犯任何第三方的任何专有权利；(iii) 供应商自始至终均应当以有利于物料并且保护Part A良好名誉、商誉及声望的方式开展经营；(iv) 供应商应当自负成本，自行负责就在中国境内制造物料、销售物料等取得并维持相关必要的政府机构批准和授权。(v) 供应商将遵守所有相关中国法律、法规和规章；(vi) 供应商在履行本合同过程中不会使用任何童工或强制劳工；并且(vii) 供应商及其雇员不会从事任何商业贿赂或其他贿赂行为。

Supplier further warrants to Part A that : (i) Supplier has full and effective ownership of any material at the time of sale without any lien, claim or other right; (ii) all manufacturing processes, software, design, development results and other projects provided by Supplier for use in materials are owned by Supplier, or have obtained appropriate use licenses, or belong to the public domain information and do not infringe any proprietary rights of any third party; (iii) Supplier shall conduct business in a manner that is conducive to the materials and protects the good reputation, goodwill and prestige of Part A from beginning to end; (iv) Supplier shall, at its own cost, be responsible for obtaining and maintaining the necessary approvals and authorizations of relevant government agencies for manufacturing and selling materials in China. (v) Supplier will comply with all relevant Chinese laws, regulations and rules; (vi) Supplier shall not use any child labour or compel labour in the performance of this contract; and (vii) Supplier and its employees shall not engage in any commercial or other bribery

23. 适用的法律和仲裁 GOVERNING LAW & ARBITRATION

本合同适用受中华人民共和国法律（不包括冲突法）。

This contract shall be governed by the laws of the People's Republic of China (excluding conflict laws).

缔约双方可能产生的任何争议，争论或分歧，缺乏或涉及或与本合同有关或违背它的，将由缔约双方共同友好的并尽快的协商解决。如从第一次磋商之日起三月内仍未能友好解决的，任何一方可以向中华人民共和国无锡仲裁委员会按照该会的仲裁规则，适用中华人民共和国的法律在无锡用中文进行仲裁，仲裁的裁决是终决的，对双方都有约束力原告方所在地人民法院起诉。

Any dispute, controversy or difference that may arise between the two parties, what is lack of or related to or in connection with this contract or is in breach of this contract, shall be settled by both parties through friendly negotiation as soon as possible. If no settlement can be reached amicably within three months from the date of the first consultation, either party may submit the dispute to Wuxi Arbitration Commission for arbitration in accordance with its arbitration rules and the laws of the People's Republic of China in Wuxi with Chinese. The arbitration award shall be final and binding upon both parties.

本合同及合同附录/附件如有中英文双语的，以中文为准。

This contract and its appendices/attachments are in both Chinese and English, and Chinese shall prevail.

24. 附录/附件 APPENDIX/ATTACHMENT

本合同的以下附录/附件是本合同的一部分，它们均应被认为是本合同不可分割的一部分。如果他们中的任何内容和本合同存在不一致的，应以附录/附件内容为准。

The following appendices/ attachments to this contract form part of this contract and shall be deemed to be an integral part of this contract. In case of any inconsistency between any of them and this contract, the appendix/ attachments shall prevail.

- 1) 合作伙伴廉洁合作协议书；
Partnership integrity cooperation agreement;
- 2) 商业行为准则；
Code of Conduct;
- 3) 保护并不披露保密信息协议；
Mutual agreement for the protection and nondisclosure of confidential information；
- 4) 其他本合同中明示约定的协议、手册或文件。
Other agreements, manuals or documents expressly agreed herein.