

<p style="text-align: center;"><b>GENERAL TERMS and CONDITIONS of DEKRA Purchase of Goods and/or Services (hereinafter referred to as “G T&amp;C”)</b></p>	<p style="text-align: center;">适用于德凯采购货物和/或服务的 一般条款及条件 (以下简称“一般条款及条件”)</p>
<p><b>1. DEFINITION</b></p>	<p><b>1. 定义</b></p>
<p>1.1 <b>“DEKRA”</b> shall mean a company of whose share capital or voting capital DEKRA SE directly or indirectly owns fifty percent or more within the territory of P. R. China (excluding Hong Kong Special Administrative Region, Marco Special Administrative Region and Taiwan Region).</p>	<p>1.1 <b>“DEKRA”</b>是指在中国境内（不包括香港特别行政区、澳门特别行政区以及台湾地区），DEKRA SE 直接或间接持有 50%以上股权或 50%以上表决权的公司。</p>
<p>1.2 <b>“Purchaser”</b> shall mean DEKRA company which stipulated in Article 1.1 who issues the offer of purchase order and/or contract (hereinafter referred to as the “Purchase Contract/Order”) to purchase Goods and/or Services and signs Purchase Contract/Order with the Supplier.</p>	<p>1.2 <b>“买方”</b>是指发出采购货物和/或服务订单或合同（以下简称“采购合同/订单”）要约、并且与供应商签署采购合同/订单的如第 1.1 条所述 DEKRA 公司。</p>
<p>1.3 <b>“Supplier”</b> shall mean the enterprise, company or other organization to whom the offer of Purchase Contract/Order is issued by the Purchaser.</p> <p>Purchaser and Supplier individually referred to as the “Party” and collectively referred to as the “Parties”.</p>	<p>1.3 <b>“供应商”</b>是指买方发出采购合同/订单要约所指向的企业、公司或其他组织。</p> <p>买方和供应商，单独称为“一方”，合称为“双方”。</p>
<p>1.4 <b>“Goods”</b> or <b>“Services”</b> include all goods or services covered by this G T&amp;C and the Purchase Contract/Order.</p>	<p>1.4 <b>“货物”</b>或<b>“服务”</b>一词包括本一般条款及条件和/或采购合同/订单所涉的货物或服务。</p>
<p>1.5 <b>“Purchase Contract/Order”</b> refers to the bidding contract between the Purchaser and the Supplier consisting of the any other relevant documents thereof executed by the Parties in writing.</p>	<p>1.5 <b>“采购合同/订单”</b>指买方和供应商之间的具有约束力的合同，以及双方以书面形式签署的任何其它文件。</p>
<p>1.6 <b>“Purchase Price”</b> refers to consideration paid by the Purchaser to purchase the Goods and/or Services provided by the Supplier as agreed in the Purchase Contract/Order and shall include all expenses (including but not limited to taxes) required by the Purchaser unless otherwise expressly agreed by the Parties in writing.</p>	<p>1.6 <b>“采购价款”</b>是指采购合同/订单中约定的买方购买供应商提供的货物和/或服务所支付的对价，除双方明确书面同意外，该价款应包含买方所需支付的一切费用（包括但不限于税费等）。</p>
<p><b>2. ACCEPTANCE OF G T&amp;C</b></p>	<p><b>2. 一般条款及条件的接受</b></p>
<p>2.1 Unless the Purchaser expressly states in writing,</p>	<p>2.1 除买方书面明确表示，供应商在签署采</p>

signing of the Purchase Contract/Order shall mean that the Supplier has accepted the G T&C and the relevant schedule of fees which applies at the time when the order of the Purchase Contract/Order is placed.	购合同/订单时，即视为接受本一般条款及条件以及在发出采购合同/订单时应适用的相关费用表。
2.2 As a rule, any deviation (including but not limited to the Supplier's general terms and conditions) from the G T&C will not be accepted unless expressly agreed by Purchaser in writing.	2.2 作为规则，非经买方书面明确同意，任何与本一般条款及条件不一致的内容（包括但不限于供应商的通用条款）均被排除适用。
2.3 As a rule, any reservation to any provision provided herein proposed by the Supplier at any time is void unless expressly agreed by Purchaser in writing.	2.3 作为规则，非经买方书面明确同意，供应商在任何时间对本一般条款及条件的任何条款提出的任何保留均无效。
<b>3. SUBJECT QUALIFICATION OF THE SUPPLIER</b>	<b>3. 供应商的主体资格</b>
3.1 Supplier is a company or organization duly registered and validly existing under the laws of the jurisdiction where it is registered. Supplier as an independent legal entity is capable of suing, being sued and entering into contractual relationship binding on itself with any other party.	3.1 供应商承诺其是一家根据其注册地法律合法成立并有效存续的公司或组织。供应商是一个独立的法人实体，能够提起诉讼、被诉，并可与其它任何方建立有约束力的合同关系。
3.2 (Applicable to Goods) Supplier represents and warrants that Supplier is the sole legal owner of the Goods provided by it and has the full disposition right to such Goods; and the Goods is free of any mortgage, pledge or any other encumbrance; and is free of any dispute, arbitration, litigation or administrative procedure.	3.2 （适用于货物）供应商承诺并保证其所提供的货物的唯一合法所有权人并拥有处分该等货物的权利。且该等货物上不存在任何抵押、质押或任何其他权利负担；亦不涉及任何争议、仲裁、诉讼或行政程序。
3.3 (Applicable to Services) Supplier represents and warrants that the Supplier and/or its employee have sufficient capabilities and qualifications to provide services agreed upon in the Purchase Contract/Order.	3.3 （适用于服务）供应商承诺并保证或其员工具有足够资质和能力提供采购合同/订单下约定的服务。
<b>4. DELIVERY DATE AND PLACE</b>	<b>4. 交付日期和交付地点</b>
4.1 Supplier shall deliver the Goods and/or Services in strict adherence to the delivery date or schedules (hereinafter referred to as the "Delivery Date") set forth in Purchase Contract/Order.	4.1 供应商应严格按照采购合同/订单中规定的时间或时间表（以下简称“交付时间”）交付货物和/或提供服务。
4.2 Supplier shall deliver the Goods and/or Services in strict adherence to the delivery place (hereinafter referred to as the "Delivery Place") set forth in Purchase Contract/Order or confirmed by the Purchaser in writing.	4.2 供应商应严格按照采购合同/订单中规定的或买方通过书面形式明确的地点（以下简称“交付地点”）交付货物和/或提供服务。
4.3 If Supplier fails to deliver the Goods and/or Services on the Delivery Date and Delivery Place (force majeure	4.3 若供应商未能于交付时间和交付地点交

<p>delays excluded):</p> <ul style="list-style-type: none"> <li>a) Purchaser may, in its sole discretion, decide whether to accept a revised Delivery Date;</li> <li>b) Purchaser is entitled to cancel the Purchase Contract/Order unilaterally if the Supplier is unable to provide Goods and/or Services within reasonable notice and grace period or the Supplier could not make on-time delivery happen after the Purchaser has accepted the revised Delivery Date set forth in Article 4.3 (a);</li> <li>c) Supplier shall be liable for any damages caused to the Purchaser as a result of such delay; and</li> <li>d) In case the Purchase Contract/Order is rescinded by Purchaser who then purchases substitute goods and/or services from a third party, Supplier shall bear the reasonable additional costs.</li> </ul>	<p>付货物和/或提供服务（不可抗力引起的延迟除外）:</p> <ul style="list-style-type: none"> <li>a) 买方可以自行决定是否接受供应商修改的交付时间;</li> <li>b) 在给予合理提醒和宽限期的情况下,或在买方接受了前述第 4.3 (a) 新的交付时间后供应商仍无法按时交付货物和/或提供产品,买方有权单方取消采购合同/订单;</li> <li>c) 供应商将负责赔偿买方因该等延迟而遭受的损失;且</li> <li>d) 买方因供应商延迟交货而取消采购合同/订单并向第三方购买替代货品和/或服务的,买方有权要求供应商支付买方寻求第三方采购所支出的额外费用。</li> </ul>
<p>4.4 Acceptance of revised Delivery Date shall in no event constitute a waiver of any rights and remedies available to the Purchaser under the G T&amp;C, the Purchase Contract/Order and applicable P.R.C laws and regulations (including but not limited to the rights of claiming for liquidated damages) thereof by Purchaser.</p>	<p>4.4 买方接受供应商修改的交货时间,不构成买方对其根据本一般条款及条件、采购合同/订单和适用的中华人民共和国法律法规所应享有的任何权利(包括但不限于要求供应商支付违约金的权利)的放弃。</p>
<p><b>5. EXECUTING ORDERS</b></p>	<p><b>5. 订单的执行</b></p>
<p><b>5.1 Quality guarantee by Supplier</b></p>	<p><b>5.1 供应商质量保证</b></p>
<p>5.1.1 The Supplier undertakes to provide the Goods and/or Services in accordance with the standards and/or specifications issued by the Purchaser (including those requirements issued in the Purchase Contract/Order and in other written documents which provided by Purchaser and agreed by the Supplier). Furthermore, the supplier shall assist the Purchaser in the operation and application of the software and hardware system and other relevant active assistance.</p>	<p>5.1.1 供应商承诺将按照买方要求的规格/标准(包括采购合同/订单列明的要求以及买方另行提出的且经供应商同意的任何书面文件中的要求)提供货物和/或服务。此外,供应商应协助了解相关软、硬件系统的操作及应用和其他相关的协助。</p>
<p>5.1.2 If the Goods and/or Services provided by the Supplier fail to reach standards and/or specifications stipulated in Article 5.1.1 in the G T&amp;C and the Purchase</p>	<p>5.1.2 若供应商提供的货物和/或服务不符合本一般条款及条件第 5.1.1 条规定的以及采购合同/订单中约定的规格/标准,买方</p>

<p>Contract/Order, Purchaser is entitled to:</p> <p>a) reject all or part of such substandard Goods and/or Services; or</p> <p>b) request the Supplier to rectify and reform.</p> <p>While the Purchaser takes the afore-mentioned action(s) in accordance with Article 5.1.2, Purchaser shall also reserve the rights to claim against Supplier for additional costs and damages caused by such Goods and/or Services not meeting required quality guarantees by the Purchaser.</p>	<p>可:</p> <p>a) 部分或全部拒绝接收; 或</p> <p>b) 可要求供应商进行整改。</p> <p>在采取前述第 5.1.2 条的措施的同时, 买方将保留就因该等未能达到买方所要求质量保证而导致的额外费用和损失向供应商求偿的权利。</p>
<p><b>5.2 Transportation and Package of Goods</b></p>	<p><b>5.2 货物的运输与包装</b></p>
<p>5.2.1 Unless otherwise mutually agreed by the Parties, transportation fees (including insurance fees during the whole transportation) shall be borne by the Supplier. In case the Purchaser bears the transportation fees which agreed by Parties, the fees shall be prepaid and separately invoiced to Purchaser by the Supplier.</p>	<p>5.2.1 除非双方另有其他规定, 否则运输费用 (包括运输过程中的保险费) 由供应商承担。如果双方约定由买方承担运输费用, 供应商应预付该费用并且就此向买方提供单独的发票。</p>
<p>5.2.2 Supplier shall carry out the transportation in accordance with what agreed by the Parties in the Purchase Contract/Order. With the prior written consent of the Purchaser, the additional cost by taking other transportation methods shall be negotiated by the Parties.</p>	<p>5.2.2 供应商应按照双方采购合同/订单约定的运输方式进行运输, 经买方书面同意的前提下, 供应商以其他运输方式产生的额外费用由双方协商。</p>
<p>5.2.3 Supplier shall be responsible for properly packing for protection during shipment in accordance with the Purchase Contract/Order, applicable law and good commercial practice. No additional fees and costs for packing will be charged to the Purchaser unless specifically agreed in writing.</p>	<p>5.2.3 供应商应负责根据双方的采购合同/订单的约定、适用的法律和良好的商业惯例, 将货物妥善包装, 以在运输中保护货物。除非另行达成书面协议, 否则供应商不得因包装向买方收取额外费用。</p>
<p><b>5.3 Ownership and Risk Transfer</b></p>	<p><b>5.3 所有权和风险转移</b></p>
<p>5.3.1 The Supplier guarantees that the Goods/Services rendered thereby are free from defect, and free from any possible claim of intellectual property rights by third parties which could preclude or impair the Purchaser's use of said Goods/Services.</p>	<p>5.3.1 供应商应确保其提供的货物/服务不存在任何权利瑕疵, 不受制于任何可能存在的且可能排除或限制买方使用该等货物/服务的第三方的知识产权主张。</p>
<p>5.3.2 Unless otherwise expressly agreed by Parties in writing, the ownership of the Good and/or Services shall be transferred to the Purchaser when: 1) the Goods and/or Services delivered to the Purchaser; 2) the Purchaser has paid more than 75% (incl.75%) of the Purchase Price agreed in the Purchase Contract/Order to the Supplier, the former shall prevail.</p>	<p>5.3.2 除双方书面明确约定, 货物/服务的所有权自 1) 货物/服务交付给买方时; 2) 买方向供应商支付的费用已经到达双方约定的采购价款的 75%以上时转移给买方。两者以靠前者这为准。</p>

5.3.3 The risk in the Goods shall remain in Supplier until the Goods are delivered at the Delivery Place specified in the Purchase Contract/Order and transferred to Purchaser's possession, at which time risk of the Goods shall be transferred to Purchaser.	5.3.3 在采购合同/订单中确定的交付地点交付并向买方转移占有之时，货物的风险转移给买方；此前，由供应商承担风险。
5.3.4 The risk attaching to any Goods including installation or erection shall be transferred to the Purchaser at the time they are successfully tested and confirmation notice is issued by Purchaser.	5.3.4 在提供安装、装配的情况下，货物风险在成功完成验收测试并由买方签发确认函时转移给买方。
<b>5.4 Payment</b>	<b>5.4 付款</b>
5.4.1 Payment of the Purchase Price shall apply to the details in Purchase Contract/Order. Payment shall be paid through bank remittance after the Purchaser has received the correct and valid invoice issued by the Supplier, provided that the Goods and/or Services have been correctly and fully delivered in their entirety, and the Purchaser has accepted them, or the pre-conditions of payment have been fully fulfilled by the Supplier in accordance with the Purchase Contract/Order.	5.4.1 采购价款的付款条款与条件应适用采购合同/订单的详细规定。买方将在收到供应商开具的正确有效的发票后通过银行汇款方式付款，但付款的前提是货物已经被全部、正确的交付和/或服务已经被完全适当履行并且买方已经接受货物和/或服务，或供应商已经达成双方在采购合同/订单中约定的付款条件。
5.4.2 The Supplier shall issue the required legal and valid invoice to the Purchaser in time. Unless otherwise expressly agreed by Parties in writing, the Purchaser will not accept the invoice(s) issued by any third party other than Supplier for payment under the Purchase Contract/Order.	5.4.2 供应商应及时向买方开具符合买方要求且合法有效的发票，买方不接受除供应商以外的第三方就买方为采购合同/订单下的付款出具的任何发票，除双方另有书面约定的除外。
5.4.3 Down payments shall be made only if it is prior agreed to by the Parties.	5.4.3 除非双方事先协商一致，否则买方无须支付定金。
5.4.4 No payment by the Purchaser shall imply the Purchaser's acceptance of any Goods and/or Services as meeting the contractual requirements, or shall preclude the Purchaser's right to require the return or replacement of Goods, the re-provision of Services, the maintenance of the Goods or require the Supplier to be liable for any breach of the Purchase Contract/Order.	5.4.4 买方的任何付款并不代表买方认可供应商提供的货物和/或服务达到采购合同/订单要求，也不妨碍买方要求供应商退换货物，重新提供服务，对货物进行维修或要求供应商承担违约责任的权利。
<b>5.5 Delivery</b>	<b>5.5 交付</b>
5.5.1 Upon delivery of the Goods and/or Services, the Purchaser conducts inspection in order to make sure they are up to the agreed standards & specifications and/or requirements stipulated in the Purchase Contract/Order. However, successful passage of the afore-mentioned inspection only indicates the	5.5.1 在货物和/或服务交付之时，由买方进行检验，以确定货物和/或服务符合采购合同/订单约定的标准及规格和/或要求。前述检验的通过仅表明买方可以接受货物和/或服务，并不免除供应商应承担的质量保证责任和保修义务，亦不会妨碍买



Purchaser's acceptance of the Goods and/or Services, it shall neither exempt Supplier from the quality guarantees and warranty obligation nor preclude the Purchaser's rights under the Purchase Contract/Order, the G T&C and applicable P.R.C laws and regulations.	方根据本一般条款及条件、采购合同/订单和适用的中国法律法规应享有的权利。
5.5.2 The Supplier shall deliver integrated Goods and/or Services, no partial delivery is permitted unless the Purchaser has written consent.	5.5.2 供应商必须完整交付货物和/或服务，除非买方书面同意可以部分交付。
5.5.3 When delivering the Goods and/or Services, the Supplier shall deliver the supporting materials of the Goods and/or Services, including but not limited to warranty card(s), manuals, guidance documents, etc.	5.5.3 供应商在交付货物和/或服务时，须一并交付货物和/或服务的配套资料，包括但不限于保修卡，说明书，指导文件等。
<b>5.6 Quality Guarantee and Warranty</b>	<b>5.6 质量保证和保修</b>
<p>5.6.1 The Supplier represents and warrants all Goods and/or Services provided under the Purchase Contract/Order shall:</p> <ul style="list-style-type: none"> <li>a) conform to Purchaser and the Purchase Contract/Order's standards and specifications;</li> <li>b) be of good material, design and workmanship and free of defects;</li> <li>c) be brand new (not used or reconditioned), merchantable and suitable for the Purchaser's purpose intended;</li> <li>d) be entitled to sold by the Supplier;</li> <li>e) the Supplier shall hold the Purchaser harmless from any and all the debts arising from the Products/Service before the delivery;</li> <li>f) be normally operated by the Purchaser even without the guidelines and instructions by the Supplier; and</li> <li>g) be able to operate well after the ownership and risks are fully transferred to the Purchaser, and have no problems during the agreed guarantee period in the Purchase Contract/Order.</li> </ul>	<p>5.6.1 供应商保证，所有采购合同/订单下提供的货物和/或服务应当：</p> <ul style="list-style-type: none"> <li>a) 符合买方以及采购合同/订单要求的标准<sup>1</sup>和规格；</li> <li>b) 材料、设计和工艺良好，没有缺陷；</li> <li>c) 是全新的（未使用或翻新），适销的并适于买方拟用于的用途；</li> <li>d) 是供应商完全有权进行销售的；</li> <li>e) 在产品/服务交付前，因产品而产生的债权债务，由供应商独立承担责任；</li> <li>f) 在买方脱离供应商指导和指示的情形下，仍可以进行正常操作的；且</li> <li>g) 在所有权和风险完全转移给买方后，能够良好运作，且在双方采购合同/订单约定的质量保证期内无任何问题。</li> </ul>
5.6.2 Purchaser shall be entitled to carry out repairs or cause them to be carried out by a third party at Supplier's own costs if immediate repairs are in Purchaser's interest to avoid defaulting or because of any other	5.6.2 在立即维修有利于为买方的利益，可以避免违约，或者在其他紧急的情形下，买方有权在供应商承担维修费用的前提下，自行维修或请他第三方维修。缺陷或

<sup>1</sup> 供应商应确保产品符合行业标准以及国家的相关标准；若标准有不一致的，以较高标准为准。

The Supplier represents and warrants that the Products/Service conform to relevant standards of the industry and national standards; in case such standards are inconsistent, the higher standards shall prevail.

urgency. Defective Goods shall be returned at Supplier's own costs and risk.	瑕疵货物的退回应由供应商承担费用和 risk。
5.6.3 The Supplier shall indemnify, defend and hold the Purchaser harmless from any damage, loss, liability, cost and expenses (including but not limited to reasonable attorney fee, notarial fee, security fee, etc.) caused directly or indirectly by the Goods and/or Services.	5.6.3 供应商将保证买方免于遭受因货物和/或服务而直接或间接引起任何损害、损失、责任、费用和支出 (包括但不限于合理的律师费、公证费、保全费等), 为其辩护并使其免受损害。
<p>5.6.4 Without prejudice to the Purchaser's other rights against the Supplier, if the Goods and/or Services do not conform to the quality guarantees in this G T&amp;C and/or the Purchase Contract/Order, the Purchaser is entitled to, within reasonable period after the delivery of the Goods or Services,</p> <p>a) as to the Goods:</p> <ul style="list-style-type: none"> <li>(i) reject or return the Goods to Supplier and cancel the Purchase Contract/Order, and claim for the return of the paid Purchase Price;</li> <li>(ii) require the Supplier to replace the Goods; or</li> <li>(iii) require the Supplier to repair the Goods;</li> </ul> <p>b) as to the Services:</p> <ul style="list-style-type: none"> <li>(i) require the Supplier to return the paid Purchase Price;</li> <li>(ii) require the Supplier to re-provide the Services at the Supplier's own costs; or</li> <li>(iii) require the Supplier to cure such defect at the Supplier's own costs;</li> </ul> <p>c) If the Purchaser requires to replace, repair the Goods or require to re-provide Services or to cure the relevant defect to the Services, while the Supplier fails to finish the work required by the Purchaser to the requirements in the Purchase Contract/Order in time, then the Purchaser may decide at its sole discretion to</p> <p>(i) at the Supplier's own cost, replace, repair the defective Goods and/or re-provide the Services or cure the defect by itself or a third party engaged</p>	<p>5.6.4 在不影响买方可以向供应商主张的任何其它权利的情况下, 如果货物和/或服务不符合本一般条款及条件和/或采购合同/订单质量保证的, 买方有权在供应商交付或完成后的合理时间内,</p> <p>a) 对于货物:</p> <ul style="list-style-type: none"> <li>(i) 拒收或将货物退回给供应商并且取消采购合同/订单, 要求供应商退还买方已支付的采购价款;</li> <li>(ii) 要求供应商更换货物; 或</li> <li>(iii) 要求供应商修理;</li> </ul> <p>b) 对于服务:</p> <ul style="list-style-type: none"> <li>(i) 要求供应商退还买方已支付的采购价款;</li> <li>(ii) 要求供应商重新提供服务, 由此产生的额外费用由供应商承担;</li> <li>(iii) 要求供应商对该等不符合要求的服务进行修正, 费用由供应商承担。</li> </ul> <p>c) 如果买方要求更换、修理货物, 或者重新提供服务、对服务进行修正, 而供应商未能在合理时间内完成买方要求的工作并达到采购合同/订单约定的要求, 买方可以自行决定:</p>

<p>by the Purchaser;</p> <p>(ii) demand a reduction in the Purchase Price; or</p> <p>(iii) terminate the Purchase Contract/Order, require the Supplier to return the paid Purchase Price and claim relevant breach liabilities, in this situation, the Purchaser shall be without assuming any liability.</p>	<p>(i) 自行或聘请第三方更换、修理不符的货物和/或重新提供服务、对服务进行修正，由供应商承担费用；</p> <p>(ii) 要求降低采购价款；或</p> <p>(iii) 终止合同，要求供应商退还已经支付的采购价款且承担相应的违约责任，在此情形下，买方不承担任何责任。</p>
<p>5.6.5 To avoid ambiguity, the Purchaser's execution of the rights provided in Section 5.6.4(a) and 5.6.4(b) and the Supplier's timely completion of the required work to requirements in the Purchase Contract/Order shall not preclude the Purchaser from requiring the Supplier to undertake the breach liabilities (including but not limited to the liquidated damages) for its failure to properly perform its obligations under the Purchase Contract/Order.</p>	<p>5.6.5 为避免歧义，买方行使上述 5.6.4 (a)和 5.6.4 (b)项规定的权利，以及供应商及时完成买方要求的工作并达到采购合同/订单约定的要求，均不会影响买方要求供应商承担因其未适当履行采购合同/订单而应承担的违约责任（包括但不限于要求其支付违约金）。</p>
<p><b>5.7 Transference of rights and obligations</b></p>	<p><b>5.7 权利义务的转让</b></p>
<p>5.7.1 Unless otherwise agreed by the Purchaser in writing, the Supplier is not allowed to delegate its rights and obligations under the Purchase Contract/Order to any third party.</p>	<p>5.7.1 除非买方另行书面同意，供应商不得将其采购合同/订单项下的权利义务转让给任何第三方。</p>
<p>5.7.2 The Supplier shall bear joint liability for any damage caused to the Purchaser for transferring its rights and obligations to the third party</p>	<p>5.7.2 供应商将其权利义务转让的第三方因而给买方造成任何损害的，供应商与该第三方承担连带责任。</p>
<p>5.7.3 The Supplier shall not subcontract or entrust other third party all or part of the content in the Purchase Contract/Order without written consent by the Purchaser; in case of subcontracting or entrusting, the Supplier shall be responsible for reviewing the third party's qualifications (the Purchaser is also entitled to reviewing the qualifications documents if necessary) to ensure that this third party could accomplish the content in accordance with the requirements in the Purchase Contract/Order and by the Purchaser.</p>	<p>5.7.3 供应商在未获得买方书面同意的情况下，不得将采购合同/订单项下的全部或部分内容分包、转委托给第三方；在分包、转委托给第三方的情况下，供应商须负责审核该第三方的资质（必要时，买方也可要求审阅该第三方的资质文件），以确保其能够按照采购合同/订单以及买方的要求完成采购合同/订单内容。</p>
<p>5.7.4 The Supplier shall be liable for any damage caused by Supplier employee, the agent(s) or subcontractor(s) and their employee hired or entrusted or assigned by the Supplier.</p>	<p>5.7.4 供应商的员工、或为采购合同/订单目的而聘用或委托或分派的代理或分包商及其员工给买方造成任何损害的，供应商应承担责任。</p>
<p><b>6. Confidentiality Obligation</b></p>	<p><b>6. 保密义务</b></p>
<p>6.1 The Supplier undertakes to keep all commercial and</p>	<p>6.1 供应商承诺对所有与履行采购合同/订单</p>



technical information obtained from the Purchaser, all work results and all non-public information (hereinafter referred to as the “ <b>Confidential Information</b> ”) in connection with the execution of the Purchase Contract/Order confidential. Supplier shall not use any Confidential Information for any purpose other than execution of the Purchase Contract/Order.	相关的从买方处取得的商业和技术信息、所有工作成果以及所有不为公众所知的信息（以下简称“ <b>保密信息</b> ”）予以保密。供应商不得为采购合同/订单以外的目的使用任何保密信息。
6.2 This obligation of confidentiality also applies to the extent of all Supplier employee(s), the agent(s) or subcontractor(s) and their employee hired or entrusted or assigned by the Supplier for the purpose of the Purchase Contract/Order. The Supplier shall also take all reasonable precautions to prevent third parties from accessing to Confidential Information. The Supplier shall protect Confidential Information with the same standards as it protects its own confidential information, and in no case less than the standard of reasonable care.	6.2 供应商的员工、或为采购合同/订单目的而聘用或委托或分派的代理或分包商及其员工也负有相应的保密义务。供应商亦将采取必要措施避免第三方获知保密信息。供应商应当以保护其自己机密信息的标准来保护保密信息，且在任何情况下都不得低于合理谨慎的标准。
6.3 Supplier shall comply with all requirements for confidentiality of the DEKRA's Client.	6.3 供应商应遵守 DEKRA 客户的保密要求。
6.4 All Suppliers of the DEKRA's supplier shall comply with all requirements for confidentiality of the DEKRA's Client. The supplier herein includes but not limited to Tier-1, Tier-2 and Tier-3 Supplier of DEKRA's supplier.	6.4 供应商的所有供应商均应遵守 DEKRA 的保密要求。供应商的所有供应商包括但不限于 DEKRA 供应商的一级供应商、二级供应商、三级供应商。
6.5 The afore-mentioned confidentiality obligations shall not apply to following information which can be evidenced that: a) at the time of the disclosure is in the public domain; b) after disclosure, becomes part of the public domain by publication or otherwise, except by breach of the G T&C and/or the Purchase Contract/Order by the Supplier; c) the Supplier can establish by reasonable proof was in the Supplier's possession at the time of disclosure, however such information does not include information disclosed by the Purchaser in connection with the Goods and/or Services under the Purchase Contract / Order; d) Supplier receives from a third party who has a right to disclose it to the Supplier.	6.5 以上保密义务不适用有证据证明的以下相关信息： a) 在买方披露时已经处于公共领域的信息； b) 披露后因为公布或其它原因进入公共领域的信息，但是因为供应商违反本一般条款及条件和/或采购合同/订单而进入公共领域的除外； c) 供应商可以合理证据证明在披露时即已为其所占有的信息，然而该信息不包括买方因采购合同/订单项下货物和/或服务而披露的信息； d) 供应商从有权向其披露的第三方获得的信息。
6.6 The above confidentiality obligations under this	6.6 本条所规定的保密义务在采购合同/

Section shall remain valid upon termination of the Purchase Contract/Order.	订单终止后仍将具有约束力。
<b>7. Data Protection</b>	<b>7. 数据保护</b>
7.1 If Personal Data is disclosed to Supplier, Supplier shall comply with all applicable data protection laws and regulations.	7.1 若需向供应商披露个人数据，供应商应当遵守数据保护相应的法律法规。
7.2 If personal data is involved, both DEKRA and Supplier shall apply appropriate physical, technical and organizational measures to ensure a level of security of Personal Data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.	7.2 若涉及个人信息的收集，双方应当采取适当的物理措施、技术措施和组织措施以确保个人数据的安全水平适宜于相应的风险；同时应当确保数据的保密性、完整性、可用性和处理系统与服务相应的弹性。
7.3 In principle, the transfer of data relating to personal information shall take place within the scope of the People's Republic of China. If it involves the transfer of personal information outbound the People's Republic of China related to DEKRA and its affiliates, Personal Information Outbound Transfer Contract shall be concluded.	7.3 原则上，个人信息相关数据的传输应当在中华人民共和国范围内进行。若涉及将德凯及其关联公司所涉及的个人信息传输至中华人民共和国之外的国家，应当签订相应的个人信息出境合同。
7.4 Supplier shall inform DEKRA (and any affected DEKRA's Affiliate) without delay about suspicion of breaches of data security or other serious incidents or irregularities regarding any DEKRA's Data.	7.4 若任何有关德凯（及任何受影响的德凯关联公司）数据涉嫌违反数据安全或其他严重事件或违规行为，供应商应立即通知德凯（及任何受影响的德凯关联公司）。
7.5 Supplier acknowledges that the processing of Personal Data in accordance with the Contract may require the conclusion of additional data processing or data protection agreements with DEKRA or its Affiliates. To the extent such additional agreements are not initially concluded as part of the Contract, Supplier, its relevant Affiliates, or subcontractors shall upon DEKRA's request enter into any such agreement(s), as designated by DEKRA, and as required by mandatory law or a competent data protection or other administrative competent authority.	7.5 供应商同意根据本合同处理个人数据可能需要与德凯或其关联公司签订额外的数据处理或数据保护协议。如果此类附加协议最初没有作为合同的一部分订立，供应商、其相关关联公司或分包商应根据德凯的要求，按照德凯的指定以及强制性法律和其他行政主管部门的要求，另行签订此类协议。
<b>8. Intellectual Property</b>	<b>8. 知识产权</b>
8.1 Supplier represents and warrants that the Goods and/or Services do not infringe, or constitute an infringement or misappropriation of any third party's intellectual property rights. If any third party claims any right or interest in any Goods and/or Services or brings any	8.1 供应商保证其所提供的货物和/或服务不侵犯或不构成对任何第三方的知识产权的侵犯和/或不正当使用。如果任何第三方对货物和/或服务的权利或利益提出主张，或声称货物和/或服务受到侵犯或被不正

<p>action against the Purchaser on alleged infringement or misappropriation of third party intellectual property rights by the Goods and/or Services, Supplier shall fully indemnify, defend and hold Purchaser harmless against any and all such claims, actions, costs, expenses (including but not limited to reasonable attorney fee, notarial fee, security fee, etc.) and damages which the Purchaser may incur or become liable for such infringement.</p>	<p>当使用，侵犯其知识产权而起诉买方，供应商应当就上述主张和申诉为买方辩护，并保证买方不受损害；同时，供应商应对买方因此而产生的所有合理开支、费用（包括但不限于律师费、公证费、保全费等）和损失进行赔偿。</p>
<p>8.2 The Supplier has granted the Purchaser the usage license for processing, assembling, using or selling the Products/Service, which are intellectual property rights license required, in line with the objective of this purchase.</p>	<p>8.2 对于买方在加工、组装、使用或销售产品时必须拥有知识产权许可的产品/服务，供应商依据此次采购有权并已经向买方授予了该知识产权的符合此次采购目的的使用许可。</p>
<p>8.3 The intellectual property rights and property rights of any technology, design and functionality provided by the Purchaser under this purchase belong to the Purchaser and such technology and involving functions shall only be transplanted onto the Products/Service as specified in this purchase.</p>	<p>8.3 买方提供的任何技术、设计及功能需求，其知识产权和财产权归买方所有，在此类技术、设计或功能仅限于供应商按照买方要求移植到本次采购的产品/服务。</p>
<p>8.4 Supplier is not licensed or otherwise authorized to use the trademarks, trade names and logos (hereinafter collectively referred to as the “Marks”) of Purchaser or the affiliated of the Purchaser, except that the use of the Marks is an inseparable part of the Goods and/or Services provided by the Supplier, provided that Supplier shall use the Marks for the purpose of the Purchase Contract/Order. The authorized use of any Marks by the Supplier, if any, shall be subject to separate license agreement(s) to be entered into by and between the Parties.</p>	<p>8.4 供应商没有被许可或授权使用买方或买方关联公司的商标、商号和标志（合称“<b>标识</b>”），但该等标识构成与供应商提供的货物和/或服务不可分割的一部分的情形除外，但前提是供应商应根据采购合同/订单的目的使用标识。如供应商需获得任何标识的许可（如有），应当通过双方另行签订的许可协议进行。</p>
<p><b>9. BREACH AND INDEMNIFICATION</b></p>	<p><b>9. 违约和赔偿</b></p>
<p>9.1 Except as otherwise provided in the Purchase Contract/Order, where one Party (hereinafter referred to as the “Breaching Party”) fails to perform its obligations under the Purchase Contract/Order, the other Party (hereinafter referred to as the “Non-Breaching Party”) may inform the Breaching Party by written notice to request the Breaching Party to perform its obligations or to provide proper remedies to effectively and promptly avoid or minimize the losses and damages, and to resume its performance of the Purchase Contract/Order. In addition, the</p>	<p>9.1 除采购合同/订单另有规定外，一方（以下简称“<b>违约方</b>”）未履行采购合同/订单项下的义务，另一方（以下简称“<b>未违约方</b>”）可以向违约方发出书面通知，要求其履行义务或采取适当的补救措施以迅速有效地避免或减小损失或损害，并恢复履行采购合同/订单。除此之外，违约方还应赔偿因其违约行为给未违约方造成的所有直接损失和损害。</p>

<p>Breaching Party shall indemnify the Non-Breaching Party for all direct losses and damages incurred as a result of such default.</p>	
<p>9.2 If both Parties breach the Purchase Contract/Order, they shall determine the compensation payable to each other based on the severity of their breach respectively.</p>	<p>9.2 如果双方均违反采购合同/订单，则双方应根据各自违约的严重程度确定应向对方支付的赔偿数额。</p>
<p>9.3 Should the Supplier fail to deliver the Goods and/or Services by the Delivery Date as agreed in the Purchase Contract/Order, the Supplier shall be liable for the overdue penalty arising from overdue delivery, namely by paying a penalty of zero point five percent (0.5%) of the Purchase Price for every overdue day. Should the delivery is overdue for thirty (30) days, the Purchaser reserves the right to terminate the Purchase Contract/Order. Except that the Supplier shall return the paid Purchase Price by the Purchaser and be liable for the overdue penalty, the Supplier shall be liable for the penalty arising from failure to make the delivery, namely by paying a penalty of thirty (30) percent of the Purchase Price.</p>	<p>9.3 供应商未按照采购合同/订单要求的交付时间交付货物和/或提供服务，应承担逾期交货违约责任，即每逾期一天，供应商应支付采购价款的千分之五（0.5%）作为滞纳金。供应商逾期三十（30）日仍未交付，买方有权解除采购合同/订单，供应商除返还买方已经支付的采购价款以及承担滞纳金外，还应承担不能交货的违约责任，即支付采购价款的百分之三十（30%）的违约金。</p>
<p>9.4 The Purchaser reserves the right not to accept any Goods and/or Services delivered by the Supplier if they failed to meet the requirements agreed in the Purchase Contract/Order or they are unqualified, and the Supplier shall re-deliver the Goods and/or Services replacing those rejected within five (5) days and be liable for the penalty arising from the overdue delivery. Should the Goods and/or Services delivered at the second time fail to be accepted again, the Purchaser reserves the right to terminate the Purchase Contract/Order. Except that the Supplier shall return the paid Purchase Price by the Purchaser and be liable for the overdue penalty, the Supplier is liable for the penalty arising from failure to make delivery, namely by paying a penalty of thirty (30) percent of the Purchase Price.</p> <p>In case that Purchaser returns the un-qualified Products, Supplier shall, at its own expense, be responsible for the return of the Products that have not been accepted by Purchaser, and Supplier shall refund all amount paid by Purchaser and the liquidated damages equals to thirty percent (30%) of the Price of the Products to Purchaser.</p>	<p>9.4 若供应商交付的货物和/或服务不合格或是不符合采购合同/订单的约定，买方有权不接受，供应商应在五（5）日内重新送货验收，并承担逾期交货的违约责任。若再次验收不合格，买方有权解除采购合同/订单，供应商除返还买方已经支付的所有费用以及承担滞纳金外，应承担不能交货的违约责任，即支付采购合同/订单总额百分之三十（30%）的违约金。若买方选择退货，则供应商应自费负责将未验收货物运回，且供应商应退还买方已支付的所有款项以及支付产品价格百分之三十（30%）的违约金给买方。</p>

<p>9.5 The Supplier shall be fully liable for any damage caused to the Purchaser and/or any third party (including the employees of the Purchaser) by the Goods and/or Services delivered by the Supplier; Where a third party (including the employee of the Purchaser) claims damages from the Purchaser in accordance with the <i>Product Quality Law of the People's Republic of China</i>, <i>Tort Law of the People's Republic of China</i> and other laws and regulations, the Supplier shall promptly compensate the Purchaser upon receipt of such claim.</p>	<p>9.5 因供应商交付的货物和/或服务对买方和/或任何第三方(包括买方的员工)造成损害的, 由供应商承担全部责任; 第三方(包括买方的员工)根据《中华人民共和国产品质量法》、《中华人民共和国侵权责任法》以及其他法律法规向买方要求损害赔偿的, 供应商应在收到买方赔偿要求后即时给予赔偿。</p>
<p>9.6 In the event of a recall of the Goods and/or Services necessitated by a defect, a failure to conform to the specifications, applicable laws or any other reason within the Supplier's control, Supplier will bear all costs and expenses of such recall, including without limitation, costs of notifying Purchaser, Purchaser refunds, costs of returning Goods, lost profits and other expenses incurred to meet obligations to third parties.</p>	<p>9.6 若由于缺陷, 不符合规格、不符合适用法律或供应商控制范围内的任何其他原因而需要召回货物和/或服务, 供应商将承担召回的所有费用, 包括但不限于通知买方的费用、买方退款、退货费用、利润损失和履行对第三方的义务所引起的其他费用。</p>
<p>9.7 Should the Goods and/or Services as specified on the Purchase Contract/Order fail to be delivered in whole, the Supplier shall replenish the undelivered Goods and/or Services within three (3) days and be liable for the penalty arising from the overdue delivery.</p>	<p>9.7 供应商未按照采购合同/订单要求的数量交付产品和/或提供服务的, 应在三 (3) 日内补齐, 并承担相应的逾期交货违约责任。</p>
<p>9.8 The Purchaser shall make the payment agreed upon or otherwise be liable for the overdue penalty arising from the overdue payment, namely by paying a penalty equalling to zero point five percent (0.5%) of the outstanding payment for each overdue day. The total penalty shall not exceed five percent (5%) of the Price of the Products. The remedy in this Article is exclusive and final for Purchaser under this Agreement.</p>	<p>9.8 买方应按约定付款, 否则应承担逾期付款的违约责任, 即每逾期一天应承担应付未付金额的千分之五 (0.5%) 作为滞纳金。但最高不得超过采购合同/订单价格的百分之五 (5%)。此条为本协议下买方有且仅有的最终救济途径。</p>
<p>9.9 The Purchaser could determine at its own discretion whether the Goods and/or Services delivered by the Supplier are inspection-free products according to the relevant technical information or quality guarantee certificate provided by the Supplier. If the relevant technical information or quality guarantee certificate provided by the Supplier are fake or forged, even the Goods and/or Services meet the requirements in the Purchase Contract/Order, Supplier shall be liable for</p>	<p>9.9 买方可根据供应商出具相关技术资料或品质保证书自行决定是否认为供应商提供的货物和/或服务为免检产品。若供应商提供的是虚假技术资料或品质保证书, 即使供应商所提供货物和/或服务符合采购合同/订单要求, 供应商仍应承担违约责任, 即供应商应承担采购价款 10% 的违约金; 若前述违约金不足以弥补买方损失的, 供应商也应一并承担。</p>



<p>breach of the Purchase, namely by paying penalty for 10% of the Purchase Price; if the afore-mentioned penalty are not sufficient to cover the loss of the Purchaser, the Supplier shall be liable for any loss and damages..</p>	
<p>9.10 The penalty agreed upon under the Purchase Contract/Order is deemed to be the compensation for breach of the Purchase Contract/Order. Should the agreed penalty be lower than the actual loss, the actual loss shall be compensated. Loss compensation may be inclusive of the attained benefit after execution of the Purchase Contract/Order, but shall not exceed the loss possibly incurred from breach of the Purchase Contract/Order which should be foreseen in the time of entering into the Purchase Contract/Order by the Breaching Party.</p>	<p>9.10 采购合同/订单约定的违约金，作为违约的损失赔偿。如约定违约金数额低于实际损失，以实际损失为准进行赔偿。损失赔偿包括采购合同/订单履行后可以获得的利益，但不得超过违约方订立合同时应当预见到的因违反采购合同/订单可能造成的损失。</p>
<p><b>10. Insurance</b></p>	<p><b>10. 保险</b></p>
<p>10.1 Supplier shall maintain in force, at its expense, appropriate general and professional liability insurance covers for any damages caused by the Supplier, Supplier's employee, the agent(s) or subcontractor(s) and their employee hired or entrusted or assigned by the Supplier for the Goods and/or services supplied. If requested the Supplier shall furnish Purchaser with a certificate evidencing the required insurance covers.</p>	<p>10.1 供应商应自费确保适当的一般责任保险和专业责任保险始终有效，以赔偿因供应商、供应商的员工、供应商委托或分派的代理或分包商及其员工提供的货物和/或服务而造成的任何损失。如买方有要求，供应商应向买方提供一份能够证明所需保险范围的证明。</p>
<p><b>11. FORCE MAJEURE</b></p>	<p><b>11. 不可抗力</b></p>
<p>11.1 If either Party is prevented from executing the Purchase Contract/Order by such events of Force Majeure as war, serious flood, fire, typhoon, earthquake and infectious diseases, or other events agreed upon between both Parties (hereinafter referred to as the "Events"), the term for the execution of the Purchase Contract/Order shall be extended for a period equivalent to the effect of such Events.</p>	<p>11.1 若缔约双方中的任意一方因战争，严重水灾，火灾，台风、地震和传染性疾病，以及经双方认可的其他此等不可抗力事件（以下简称“事件”）阻碍而无法按期履行采购合同/订单的，应当适当延长采购合同/订单的履行期限，延长期限相当于在合理范围内事件影响的时间。</p>
<p>11.2 The prevented party shall notify the other party of the occurrence of the Events by telex, E-mail or other feasible methods within the shortest possible time and shall send by registered E-mail within 14 days thereafter, to the other party for confirmation by the other party.</p>	<p>11.2 受事件影响的一方应尽快将事件发生的情况以电传、电子邮件或其他可行的方式通知对方，并于 14 日内以航空挂号信将有关当局出具的证明文件提交另一方确认。</p>
<p>11.3 Should the Events last for more than sixty consecutive days, both Parties shall, through negotiation, decide</p>	<p>11.3 如事件持续 60 天以上，双方应当通过协商方式，根据事件对履约的影响程度，确</p>



whether to terminate the Purchase Contract/Order to exempt the part of obligations for implementation of the Purchase Contract/Order according to the effects of Events on the performance of the Purchase Contract/Order.	定是否终止采购合同/订单或者是否部分地免除采购合同/订单的履行义务。
11.4 Should the Events last for more than ninety consecutive days, the Purchase Contract/Order shall be automatically terminated, and both Parties do not undertake any obligations. After the effect of such Events vanishes, both Parties could negotiate separately whether to resume the Purchase Contract/Order.	11.4 如事件持续 90 天以上, 采购合同/订单自动解除, 双方无须再履行采购合同/订单的义务; 待事件影响消失后, 双方可另行协商是否恢复采购合同/订单。
<b>12. GOVERNING LAW AND DISPUTE RESOLUTION</b>	<b>12. 法律适用和争议解决方式</b>
12.1 The G T&C and the Purchase Contract/Order shall be governed and construed in accordance with the laws of People's Republic of China. For the purpose of the G T&C and the Purchase Contract/Order, laws of the P.R.C shall not include laws of the Hong Kong Special Administrative Region, the Macau Special Administrative Region and the Taiwan region and shall not include conflict rules.	12.1 本一般条款及条件和采购合同/订单应受中华人民共和国法律制约, 并按中华人民共和国法律解释, 仅为本一般条款及条件以及采购合同/订单之目的, 中华人民共和国法律不包括香港特别行政区、澳门特别行政区和台湾地区法律。前述中华人民共和国法律不包括冲突规范。
12.2 Any dispute arising in relation to or as a consequence of the Purchase Contract/Order, which cannot be settled amicably through negotiations between the Parties, shall be subject to the jurisdiction of the competent court at the place where the Purchaser is located. During the period when dealing with such dispute, except for the matters in dispute, the Parties shall in all other respects continue performing their obligations under the Purchase Contract/Order.	12.2 与采购合同/订单相关或由采购合同/订单引起的任何争议, 如果双方无法友好协商解决, 应提交买方所在地有管辖权的法院管辖。在争议处理期间, 除争议事项外, 双方将继续履行其在采购合同/订单项下各自的其他义务。
<b>13. Miscellaneous</b>	<b>13. 其它</b>
13.1 The Purchase Contract/Order shall come into effect after being signed by authorized representatives of both parties and sealed, and shall remain effective until all the rights and obligations have been fully fulfilled and satisfied unless early terminated by the Parties pursuant to the terms of the Purchase Contract/Order.	13.1 采购合同/订单将自双方授权代表签字并加盖印章后生效, 且除双方依据采购合同/订单有关条款提前终止采购合同/订单, 采购合同/订单的效力将持续至所有采购合同/订单项下的权利和义务均已被完全行使或履行。
13.2 In the event that part of the G T&C or the Purchase Contract/Order is or becomes ineffective, the validity of the remainder of the G T&C and the Purchase Contract/Order shall not be affected thereby. The Parties are obliged to, in good faith, replace the	13.2 如果本一般条款及条件或采购合同/订单的其他组成部分的条款无效, 本一般条款及条件或采购合同/订单其余内容的效力不受影响。采购合同/订单双方应本着善意原则, 以合理、经济的方式, 用能产生同

ineffective provision with a valid provision which is reasonable and economical and has an equivalent outcome in terms of the subject matter, provided that the content of the Purchase Contract/Order will not be materially changed thereby, and the enforceability, validity and legality of the remainder of the Purchase Contract/Order shall not be affected.	等效果的有效约定取代前述无效约定，前提是采购合同/订单的内容没有被实质性改变，且采购合同/订单其余部分的可执行性、有效性和合法性不受影响。
13.3 Any amendments and additions to the Purchase Contract/Order are required to be in writing and signed by both Parties before coming into effect.	13.3 对采购合同/订单的补充、修订需经双方签署书面协议后方可生效。
13.4 The headings in the G T&C and in the Purchase Contract/Order are for convenience of reference and shall not affect the meaning, interpretation or execution of the terms thereof.	13.4 本一般条款及条件以及采购合同/订单中的标题是为了便于方便查阅而设，不影响本一般条款及条件以及采购合同/订单的含义、解释或履行。
13.5 If there are any discrepancies between the English and the Chinese versions of the Purchase Contract/Order or the G T&C, the Chinese version shall prevail.	13.5 如采购合同/订单或本一般条款及条件的中英文版本之间存在任何不一致，应以中文版本为准。
13.6 The G T&C may be executed in two counterparts, which one copy to be retained by each party.	13.6 本一般条款及条件壹式两份，由双方各自执壹份为凭。