

	Production Purchasing GTC	 — 奇瑞·捷豹路虎 —
	生产采购总条款和条件	

CHERY JAGUAR LAND ROVER AUTOMOTIVE CO., LTD

奇瑞捷豹路虎汽车有限公司

AND THEIR RELATED COMPANIES

及其关联公司

**GLOBAL PRODUCTION PURCHASING
TERMS AND CONDITIONS**

生产采购总条款和条件

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SECTION 1. WHAT IS COVERED

适用范围

1.01 Goods and Services the Global Terms and Conditions apply to the purchase by the Buyer of production goods and services from the Supplier including: (a) production and aftermarket (or service) parts, components, assemblies and accessories; (b) raw materials; (c) tooling; and (d) design, engineering or other services. Separate Global Terms and Conditions apply to the purchase of non-production goods and services. The Global Terms and Conditions can be found at the Global Terms and Conditions home page accessible via the Buyer's Supplier Portal (or obtained directly from the Buyer).

商品与服务 总条款和条件适用于买方向卖方购买以下商品和服务：（a）生产和售后（或服务）备件、子零件、总成件及附件；（b）原材料；（c）模具；及（d）设计、工程或其他服务。买方从卖方处采购非生产类商品与服务则适用单独的非生产采购条款和条件。该条款和条件可在买方的适用于卖方的网页的总条款和条件主页或直接从买方处获取。

1.02 What's Being Purchased The Production Purchase Contract, Production Tool Purchase Contract, Blanket Purchase Contract, Prototype Purchase Contract, Prototype Tool Purchase Contract, Lump Sum Purchase Contract or Production Spot Buy Purchase Contract describe the goods and services being purchased and specify the name and address of the Buyer ((being Chery Jaguar Land Rover Automotive Co., Ltd. or one of their Related Companies (as defined in Section 11.02)) and the Supplier. The goods (both for series production and aftermarket) and services purchased are referred to as the Goods or, in the case of a Prototype Tool Purchase Contract or Production Tool Purchase Contract, the Tooling (defined in greater detail in Section 34.01). A reference to a Purchase Contract in a provision of the Global Terms and Conditions is a reference to all of the following: Production Purchase Contract, Production Tool Purchase Contract, Blanket Purchase Contract, Prototype Purchase Contract, Prototype Tool Purchase Contract, Lump Sum Purchase Contract, and Production Spot Buy Purchase Contract.

采购内容 生产采购合同、量产模具采购合同、综合采购合同、样件采购合同、样件模具采购合同、一次性付清采购合同或现货生产采购合同中列明了采购的商品和服务内容，并注明买方（奇瑞捷豹路虎汽车有限公司或其任何一家关联公司（定义见第11.02条））和卖方的名称和地址。购买的商品（包括一系列生产和售后）和服务是指商品，或样件模具采购合同或量产模具采购合同中的模具（详情请参见第34.01条）。总条款中提及的采购合同是指所有下列采购合同：产品采购合同、量产模具采购合同、综合采购合同、样件采购合同、样件模具采购合同、一次性付清采购合同和生产现场采购合同。

SECTION 2. DOCUMENTS USED IN PRODUCTION PURCHASING

生产采购适用文件

2.01 General Provisions in this Section 2 describe the most common types of documents that may apply to the purchase of the Goods. The documents are listed in the approximate timing sequence in which they may be entered into with the Supplier.

综述 第2条内容描述了适用于商品采购的最为常见的几种文件。文件大致按照买方与卖方签订文件的先后顺序进行排列。

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2.02 **Sourcing and Commercial Programme Agreement** is an agreement that may be entered into before a Production Purchase Contract is issued. It lets the Supplier know that it has been chosen to supply the Goods, subject to the terms and conditions of the Sourcing and Commercial Programme Agreement.

采购意向协议 是在释放生产采购合同之前签订的一份协议。此协议告知卖方，受限于采购意向协议的条款和条件,买方选定该供应商作为商品卖方。

2.03 A **Request for Quote (RFQ)** asks the Supplier to provide a quotation for the supply of the Goods. Any quotation must be based on these Global Terms and Conditions

询价书 是指买方要求卖方提供商品的报价。任何报价均需符合采购总条款和条件的要求。

2.04 A **Statement of Work, (including any Engineering Statement of Work (ESOW))** is prepared or approved by the engineering activity of the Buyer. In most cases, it is developed before a Production Purchase Contract is issued.

工作声明（包括工程工作声明） 通常由买方的工程部门编制或批准。通常在采购合同发布前编制完成。

2.05 A **Quality/Reliability Statement of Work** is a Statement of Work that includes long-term durability specifications for the Goods (like 10-years or 150,000 kilometers, whichever comes first). It may also specify the testing methodology that will be used.

质量/耐久性工作声明 规定商品长期耐久性规范（如10年或150,000公里，以先到者为准）。通常也规定试验方法。

2.06 A **Warranty Agreement** is an agreement relating to a warranty recovery or chargeback programme. It may be entered into at any time and may apply to some or all of the brands of the Buyer or its Related Companies (defined in Section 11.02).

产品保证协议 是指关于保修或退款程序的协议。产品保证协议可能在任何时候签订，将可能适用于买方或其关联公司（定义见第11.02条）的部分或全部品牌。

2.07 A **Technology Agreement** may be entered into in special cases to address Intellectual Property Rights (defined in Section 15.01), Confidential Information (defined in Section 17.01), or other matters. In most cases, it will be entered into before a Production Purchase Contract is issued.

技术协议 在特殊情况下，可签订技术协议就知识产权（定义见第15.01条）、保密信息（定义见第17.01条）及其他事项作出规定。大多数情况下，技术协议在生产采购合同发布前签订。

2.08 A **Prototype Purchase Contract** is used to purchase a fixed amount of prototype Goods. It describes the Goods and specifies the price, quantity, delivery and other key terms.

样件采购合同 用于采购定量的样件，其对商品进行说明。并且明确价格、数量、交货及其他主要事项。

2.09 A **Production Purchase Contract** is used to purchase most types of production goods and services. It describes the Goods and specifies the price, quantity and other key terms.

生产采购合同 用于采购大多数类型的生产商品和服务，生产采购合同对商品进行描述并明确价格、数量及其他主要事项。

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2.10 A **Blanket Purchase Contract** is used to purchase certain types of goods or services, like Service Parts. It provides a framework of agreed terms, like the price, that will apply when the Buyer issues a Release.

综合采购合同 用于采购特殊商品或服务，如维修配件。该采购合同规定了双方已经达成一致的内容的框架如价格且在买方发出发货通知时适用。

2.11 A **Lump Sum Purchase Contract** or **Production Spot Buy Purchase Contract** is used on an exception basis for the purchase of a fixed amount of the Goods.

一次性付清采购合同或现货采购合同 适用于例外情况下采购固定数量的商品。

2.12 A **Prototype Tool Purchase Contract** may be used to purchase Tooling required to produce prototype Goods.

样件模具采购合同 用于采购生产样件需要的模具。

2.13 A **Production Tool Purchase Contract** is used to purchase Tooling used to make the Goods.

量产模具采购合同 用于采购制造生产商品用的模具。

2.14 The **Global Terms and Conditions** are the primary contract terms and conditions that apply to the purchase of the Goods. They also include special provisions for the purchase of Tooling, Service Parts and Component Parts.

采购总条款和条件 为采购商品所适用的基本合同条款和条件。其也包括对采购模具、维修配件和零部件的特殊条款。

2.15 **Supplemental Terms and Conditions** may be issued by the Buyer to address special product or local market requirements, including legal matters specific to the country where the Buyer or the Supplier is located. The Supplemental Terms and Conditions will identify the scope of their applicability. See Section 3 for more details.

补充条款和条件 可由买方针对特殊产品和当地特殊的市场要求发布的规定。包括买方或卖方所在国特有的法律事宜。补充条款和条件应明确其适用范围。详情请参见第3条规定。

2.16 A **Release (also known as a Schedule)** instructs the Supplier to ship a specified quantity of the Goods to a particular location by a specified date and time, the Seller cannot refuse the release.

发货通知（也可称之为交货计划） 指示卖方应在指定日期和时间将指定数量的商品运送至指定地点，卖方不得拒绝发货通知。

2.17 Either party may provide a **Written Notice**. It is defined in Section 44.01.

任何一方均可向对方发出**书面通知**，定义见第44.01条。

2.18 **General Purchase Contract Documents** are the Global Terms and Conditions, Web-Guides, and applicable Supplemental Terms and Conditions, as described in Section 4.01.

一般采购合同文件 是指采购总条款和条件、网络指南以及适用的补充条款和条件，定义参见第4.01条。

2.19 **Earlier Agreements** are written agreements entered into with the Supplier relating to the Goods, like a Target Agreement, Technology Agreement, Statement of Work, or Warranty Agreement, as described in Section 4.02.

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先期协议 是指与卖方签订的关于供应商品相关的书面协议，如目标协议、技术协议、工作声明或质保协议，定义参见第4.02条。

2.20 An **Advanced Shipping Notice (ASN)** is a notification of pending deliveries, similar to a packing list. It is sent in an electronic format and is a common **EDI** document. The ASN is used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as Purchase Contract information, product description, physical characteristics, type of packaging, markings, carrier information, and configuration of goods within the transportation equipment.

预先发货通知 (ASN) 为一种待交货通知，类似于装箱单，以电子形式发送，是一种常见的**EDI**文件。预先发货通知用于列明商品运输的内容以及关于运输的其他信息，例如采购合同信息、产品说明、物理特性、包装类型、标志、承运人信息以及运输设备内的商品配置。

SECTION 3. WEB-GUIDES AND SUPPLEMENTAL TERMS AND CONDITIONS

网络指南与补充条款和条件

3.01 **Web-Guides** the Web-Guides contain specific requirements for matters like payment terms, packaging, shipping (including warehousing), customs duty procedures, Service Parts, warranty recovery, taxes, environmental and obsolescence. The Web-Guides are part of the Purchase Contract and are binding on the Supplier and the Buyer. The Global Terms and Conditions will take precedence in the event of any conflict with a Web-Guide, except to the extent that the Web-Guide specifies otherwise.

网络指南 网络指南包含以下相关事项的具体要求，如付款条款、包装、运输（含仓储）、关税程序、维修配件、返修、税费、环境和商品过期等事宜。网络指南是采购合同的组成部分，对卖方和买方均具有约束力。若总条款和条件与网络指南内容发生冲突，则以总条款和条件为准，但网络指南另有规定的除外。

3.02 **Supplemental Terms and Conditions** the Supplemental Terms and Conditions contain specific requirements to address special product or local market requirements, including legal matters specific to the country where the Buyer or the Supplier is located. As with the Web-Guides, the Supplemental Terms and Conditions are part of the Purchase Contract and are binding on the Supplier and the Buyer. The Supplemental Terms and Conditions will take precedence in the event of any conflict with the Global Terms and Conditions.

补充条款和条件 补充条款和条件规定了具体要求，以就特殊产品或当地市场要求，包括买方或卖方所在国的法律事项等内容进行规定。与网络指南一样，补充条款是采购合同的组成部分，对卖方和买方均具有约束力。如补充条款和条件与总条款和条件的内容发生冲突，以补充条款为准。

3.03 **Where Found** the Web-Guides and Supplemental Terms and Conditions can be found at the Global Terms and Conditions home page on the Buyer's Supplier Portal, or obtained directly from the Buyer.

获取途径 网络指南与补充条款和条件可访问买方的适用于卖方的网页中的总条款和条件主页，或直接从买方处获取。

SECTION 4. THE TERMS AND CONDITIONS THAT APPLY

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适用条款和条件

4.01 General The contract between the Buyer and the Supplier for the purchase and sale of the Goods or Tooling is the Purchase Contract. The Purchase Contract includes the Global Terms and Conditions, the Web-Guides, the Supplemental Terms and Conditions and the other applicable documents described in Section 2 that are issued by the Buyer, or executed by the Buyer and the Supplier (in the case of agreements), relating to the purchase and sale of the Goods. The Global Terms and Conditions, Web-Guides, and applicable Supplemental Terms and Conditions are referred to as the General Purchase Contract Documents.

综述 买方与卖方之间关于商品或模具买卖的合同为采购合同。采购合同包括总条款和条件、网络指南、补充条款和条件以及第2条中规定的由买方发布或买方和卖方签署（如为协议）的关于商品买卖的其他适用文件。总条款和条件、网络指南及适用的补充条款和条件统称一般采购合同文件。

4.02 Earlier Agreements written agreements entered into with the Supplier relating to the Goods, like a Sourcing and Commercial Programme Agreement, Technology Agreement, Statement of Work, or Warranty Agreement, are referred to as **Earlier Agreements**. Unless they expressly state otherwise, they will continue to apply after a Purchase Contract has been issued, subject to Section 4.08.

先期协议 与卖方签订的商品相关的书面协议，如商务采购意向协议、技术协议、工作声明或质保协议统称先期协议。除非另有说明，在不违反第4.08条规定的前提下，在采购合同发布后，此类先期协议仍然适用。

4.03 Effective Date and Document Release Date the Effective Date is shown on the Purchase Contract. It is the date on which the Purchase Contract was issued and, once accepted by the Supplier, went into effect. The offer validity period of the Purchase Contract as offer is seven days after the issuance date. Each General Purchase Contract Document will have a Document Release Date, which is the date on which it went into effect. General Purchase Contract Documents in effect on the Effective Date are part of the Purchase Contract and apply to the purchase of the Goods, subject to Sections 4.04 through 4.06 below.

生效日与文件发布日 生效日参见采购合同。生效日为采购合同发布之日，采购合同发布之后，一经买方接受后即对双方具约束力。作为要约的采购合同的有效期限为发布之日起七日。一般采购合同文件均有各自的文件发布日，文件发布日即为文件生效日期。在不违反下文第4.04至4.06条规定的前提下，在生效日生效的一般采购合同文件为采购合同的组成部分，适用于商品的采购。

4.04 Renewal Date the General Purchase Contract Documents in effect on July 1st of a Renewal Term (defined in Section 8.02) will apply to a Production Purchase Contract renewed on that date. These may include requirements that are different from those in effect when the Production Purchase Contract was first issued or previously renewed. For Blanket Purchase Contracts, the General Purchase Contract Documents in effect at the time of a Release will apply.

续期期限 在续期期限中的（定义见第8.02条）7月1日有效的一般采购合同文件可适用于在该日续期的生产采购合同。此类一般采购合同文件中包含的要求可不同于生产采购合同首次发布或上一次续期时生效的要求。就综合采购合同而言，发货通知时有效的一般采购合同文件应适用。

4.05 Updates The Buyer may make revisions to the General Purchase Contract Documents (including release of new Web-Guides and Supplemental Terms and Conditions) from time to time. If there are revisions, the Buyer will publish them on the Global Terms and Conditions home page described in Section 1.01 and

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highlight, on that home page, that revisions have been made. The Supplier shall regularly check the home page for details of any revisions having been published. Unless the Supplier sends a Written Notice of objection to the Buyer within 21 days of any revision to the General Purchase Contract Documents being published the revised General Purchase Contract Documents shall be binding on the Supplier. The home page will identify the date on which the revisions will become effective and (unless the Supplier has provided a Written Notice of objection as detailed above) such revisions shall apply to all Purchase Contracts which are issued on or after that date.

内容更新 买方随时可能对一般采购合同文件的相关文件进行修订（含发布新的网络指南和补充条款和条件）。如果存在不同的修订版本，买方应在第1.01条规定的总条款和条件主页上进行公布，并在主页上声明其制定了不同的修订版本。卖方应定期访问此主页，以了解买方公布的任何修订版本的详细内容。修订后的一般采购合同文件对卖方具有约束力，除非卖方在一般采购合同文件公布后21天内向买方发出书面异议通知。此主页应指明修订版本的生效日期，同时，此类修订版本应适用于在此生效日当日或之后释放的所有采购合同（除非卖方如上所述发出了书面异议通知）。

4.06 Binding Effect Revisions to the General Purchase Contract Documents that are made after the Effective Date shown on the Purchase Contract or after the beginning of a Renewal Term are binding on the Buyer and the Supplier and become effective to all Purchase Contracts issued on or after the effective date as specified in Section 4.05. If the Supplier objects to any revision or update to the General Purchase Contract Documents in accordance with Section 4.05 above then any Purchase Contracts issued to the Supplier after the effective date on which the revisions are to take effect will continue to be subject to the previous unamended General Purchase Contract Documents whilst the Buyer may make alternative arrangements for supply.

约束效力 在采购合同上注明的生效日之后或续期开始之后制订的一般采购合同文件的修订版本对买方和卖方均具有约束力，并对第4.05条规定的生效日当日或之后发布的所有采购合同均有效力。如果卖方根据第4.05条的规定，对一般采购合同文件的任何修订或更新内容提出异议，则在修订内容生效日之后向卖方发布的任何采购合同应继续按照此前未经修订的一般采购合同文件执行，同时买方可做出其他供应安排。

4.07 Supplier Terms and Conditions No terms or conditions, agreements, representations or statements, other than those that apply to or are included in the Purchase Contract as described in this Section 4 will apply to the Purchase Contract, including any contract terms that may have been submitted by the Supplier.

卖方条款和条件 除了第4条规定适用于并包含在采购合同的文件外，任何其他条款和条件、协议、陈述或声明（包括卖方可能已经提交的任何合同条款）均不适用于采购合同。

4.08 Exceptions to Global Terms and Condition总条款和条件的例外情况

(a) **General Requirements** Any exception, deviation, amendment, modification or waiver of any provision of the Global Terms and Conditions or any General Purchase Contract Document, whether made under an Earlier Agreement or otherwise, will be binding on the Buyer only if it has been: (1) made in a Written Notice; and (2) chopped by the Buyer.

一般规定 只有在满足下列条件的情况下，就总条款和条件或一般采购合同文件的任何规定的任何例外、背离、修订、修改或放弃（无论是在先期协议或以其他方式做出）才会对买方具有约束力：(1)以书面通知形式做出；及(2)经买方盖章。

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(b) **Service Parts** For a Purchase Contract covering Goods that are supplied only as Service Parts, Component Parts, or vehicle accessories where the Supplier does not also supply any production goods or services to the Buyer or any of its Related Companies, any exception, deviation, amendment, modification or waiver of any provision of the Global Terms and Conditions or any General Purchase Contract Document, whether made under an Earlier Agreement or otherwise, will be binding on the Buyer only if it has been: (1) made in a Written Notice; and (2) chopped by the Buyer.

维修配件 对于载明商品包含维修配件、总成件或附件而不涉及任何生产商品或服务的采购合同，只有在满足下列条件的情况下，就总条款和条件或一般采购合同文件的任何规定的任何例外、背离、修订、修改或放弃（无论是在先期协议或其他文件中做出）才会对买方具有约束力：(1)以书面通知形式做出；(2)经买方盖章。

(c) **Supplemental Terms and Conditions** Any Supplemental Terms and Conditions posted on the Global Terms and Conditions home page described in Section 1.01 do not require any of the approvals described in this Section 4.08.

补充条款和条件 在第1.01条中说明的总条款和条件主页上公布的任何补充条款均不需经过第4.08条项下规定的任何批准。

(d) **Expansion of Rights to Intellectual Property in Earlier Agreements** In the event that an Earlier Agreement provides the Buyer with rights to the Supplier's Intellectual Property Rights (defined in Section 15.01) that go beyond, or are in addition to, the Buyer's rights under the Global Terms and Conditions, Sections 4.08(a) through (c) do not apply to the additional rights.

先期协议中知识产权的权利扩展 如果先期协议中规定买方对卖方的知识产权（定义参见第15.01条）享有权利，且该权利超出或增加了买方根据总条款和条件可享有的权利，则第4.08（a）至(c)的规定不适用于该额外权利。

SECTION 5. WHEN THE CONTRACT IS FORMED

订立合同

5.01 **Buyer's Offer** When the Buyer issues a Prototype Purchase Contract, Production Purchase Contract, Prototype Tool Purchase Contract, Production Tool Purchase Contract, Lump Sum Purchase Contract or Production Spot Buy Purchase Contract, it makes an offer to purchase the Goods or Tooling from the Supplier on the terms and conditions specified in Section 4. Such offers cannot be unreasonably refused.

买方要约 当买方释放样件采购合同、生产采购合同、样件模具采购合同、量产模具采购合同、一次性付清采购合同或现货采购合同时，视为买方向卖方发出了按照第4条规定的条款从卖方处采购商品或模具的要约。该等要约不能无理拒绝。

5.02 **Blanket Purchase Contracts** For a Blanket Purchase Contract, the offer is made when the Buyer issues a Release. The offer applies for only the quantity specified in the Release and cannot be refused. A Purchase Contract will only be a Blanket Purchase Contract if it clearly and expressly states so on the face of the Purchase Contract.

综合采购合同 就综合采购合同而言，当买方发布交货通知时，视为买方发出要约。要约仅在发货通知规定的数量范围内适用且该要约不能拒绝。如果采购合同的正面清楚明确地规定了其仅作为综合采购合同，则其应仅为综合采购合同。

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5.03 Supplier Acceptance Subject to other provisions, the contract is formed when the Supplier accepts timely the offer of the Buyer. This occurs upon the earlier of: (a) the Supplier beginning work or performance; or (b) the Supplier accept the offer with seven days after issuance of the Purchase Contract.

卖方承诺 受限于其他规定，合同于卖方及时接受买方要约时成立，以下列两者中先发生的为准：（a）卖方开始工作或履约；或（b）卖方于采购合同发布后7日内承诺。

SECTION 6. QUANTITY

数量

6.01 Requirements The Supplier will provide the Buyer's requirements for the Goods or Tooling as shown on the Purchase Contract. On a Production Purchase Contract, the quantity is typically specified as a percentage of the Buyer's requirements for the Goods. The Buyer will purchase this same quantity. The Buyer will issue Releases to specify the quantities needed, delivery locations, times and dates. Time and quantity are of the essence in the purchase of the Goods. To avoid any doubt, no Production Purchase Contract is a requirement contract.

需求 卖方应提供买方在采购合同中要求的商品或模具。在生产采购合同中，数量通常以买方要求商品的百分比形式予以规定。买方发布发货通知明确所需的数量、交货地点、时间和日期。时间和数量在商品采购过程中至关重要。为避免疑义，任何生产采购合同都不是一个有量的要求的合同。

SECTION 7. Volume Projections

产量预测

7.01 Projections The Buyer may from time to time provide the Supplier with estimates, forecasts or projections of its future volume or quantity requirements for the Goods. These are Volume Projections. They are provided for informational purposes only. The Supplier and the Buyer may agree on a timeline over which Volume Projections will be provided.

预测 买方随时向卖方提供对未来产量和商品采购数量估算，预测，计划。统称为产量预测。其仅为信息共享目的而提供。卖方和买方应商定一个提供产量预测时间表。

7.02 No Commitment Volume Projections are not a commitment by the Buyer to purchase the quantities specified in the Volume Projections. The Buyer's purchase obligation is only as specified in Section 6. The Supplier acknowledges that Volume Projections, like any other forward looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time, and may or may not be accurate at the time they were made or later on. The Buyer makes no representation, warranty, guarantee or commitment of any kind or nature, express or implied, regarding any Volume Projection.

无承诺 产量预测并非买方承诺的采购数量。买方的采购义务仅在第6条中予以规定。卖方认可：产量预测如同其他预测性计划，是在一系列经济和商业因素、变量和假设的基础上制定的，因此这些计划的部分或全部有

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可能随时间而变化，并在制作的当时或之后可能准确，也可能不准确。对于任何产量预测，买方均未明示或暗示任何种类或性质的陈述、保证、担保或承诺。

SECTION 8. DURATION OF THE PRODUCTION PURCHASE CONTRACT

生产采购合同的期限

8.01 Initial Term the Initial Term of the contract begins on the Effective Date shown on the Production Purchase Contract and expires on June 30th of the next calendar year. If, for example, a Production Purchase Contract is issued on July 1, 2011, the Initial Term will end on June 30, 2012. Similarly, the Initial Term of a Production Purchase Contract issued on January 1, 2011 will expire on June 30, 2012.

首期有效期限 合同的首期有效期限始于产品采购合同中载明的生效日，止于下个日历年的6月30日。例如，2011年7月1日释放的生产采购合同，其初始期限止于2012年6月30日。以此类推，2011年1月1日释放的生产采购合同的首期有效期限止于2012年6月30日。

8.02 Renewal Term The Production Purchase Contract will renew automatically on July 1st for an additional 12 months, ending on the next June 30th, unless a notice of non-renewal has been provided under Section 8.03. This is the Renewal Term.

续期期限 生产采购合同可于7月1日自动续期12个月，续期止于下一年的6月30日，除非合同方根据第8.03条发出了不续期的通知。此为续期期限。

8.03 Non-renewal Either party may elect not to renew the Production Purchase Contract by providing a Written Notice to the other party to that effect. The Buyer will provide its Written Notice by May 1st of the year in which the Initial Term or Renewal Term (as applicable) is scheduled to expire. The Supplier will do so sufficiently in advance of the scheduled expiration date to enable the Buyer to re-source the production of the Goods in a timely and orderly manner, but (where such re-source could be completed in a shorter period than 2 months) in no case later than May 1st of the year in which the Initial Term or Renewal Term (as applicable) is scheduled to expire. In all cases, the Supplier will consult with the Buyer's production purchasing activity prior to giving its Written Notice to ensure that it will be timely, and the parties will confirm in writing their agreement to the Supplier's Written Notice period. If the Supplier elects not to renew, it will, if requested by the Buyer: (a) work diligently with the Buyer to identify an alternative source of supply that is acceptable to the Buyer; and (b) identify the Supplier's component-part and raw-material suppliers relating to the Goods.

不续期 任何一方均有权选择通过向对方发送相应的书面通知，要求不续期生产采购合同。买方可在初始期限或续期（如适用）预计到期年度的5月1日前向卖方发送书面通知。卖方应在预计到期日之前提前足够的时间通知买方，以便买方能够及时有序地重新采购商品生产，但在任何情况下（若买方的此类重新采购行为可在2个月的期限内完成），均不得晚于初始期限或续期（如适用）预计到期年度的5月1日。在任何情形下，卖方均应在发出书面通知之前与买方就产品采购进行协商，以确保时间的充足性，且双方应书面确认其就卖方的书面通知期限达成的协议。如果卖方不续期，其应按照买方的要求：（a）积极地与买方寻找买方可接受的替代卖方资源；及（b）明确卖方有关商品的零部件和原材料卖方。

8.04 Optional Extended Term 可选延长期限

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(a) Where the Purchase Contract is due to expire on June 30th as a result of notice of non-renewal having been given pursuant to Section 8.03, the Buyer, at its option, may extend the term of the Production Purchase Contract for up to 12 months beyond the scheduled June 30th expiration date of the Initial Term or Renewal Term (as applicable). This is the Extended Term. If the Extended Term is implemented, the Production Purchase Contract will expire at the end of the Extended Term.

如果因合同方根据第8.03条规定发出不续期通知，采购合同于6月30日到期终止，则买方可自主决定将生产采购合同的期限延展最长为12个月，自初始期限或续期预计到期日6月30日起算。此期限称为延长期限。如果执行延长期限，则生产采购合同应在延长期限届满后终止。

(b) The Buyer will provide the Supplier with Written Notice of any Extended Term on or before the June 1st before the Initial Term or Renewal Term is set to expire. The Written Notice will specify the Extended Term (up to 12 months) and include a Volume Projection of the Buyer's needs. Prices in effect at the end of the Initial Term or Renewal Term and all other terms and conditions will remain in effect during the Extended Term. If a transition period longer than the Extended Term is required, the Buyer and the Supplier will negotiate in good faith the terms and conditions of any extension.

买方应在初始期限或续期期限预计到期年度的6月1日或之前向卖方发出任何延长期限的书面通知。书面通知中应注明延长期限（最长十二个月）以及买方所需的产量预测。在初始期限或续期届满时有效的价格及所有其他条款在延长期限内有效。如果买方需要比延长期限更长的过渡期，则买方和卖方应友好协商任何延期的条款。

SECTION 9. CHANGES

变更

9.01 Changes To Buyer's Purchase Contract the Buyer is entitled to make changes to its Purchase Contract for the Goods or Tooling at any time. These may include changes to the design, specifications, engineering level, materials, packaging, shipping date, or time or place of delivery. The Supplier will make all changes requested by the Buyer. The Supplier may not make any change on its own without first obtaining the Buyer's consent in a Written Notice. Any exceptions, deviations, amendments, or modifications to the Global Terms and Conditions must be made, if at all, under Section 4.08, not under this Section 9.01.

采购合同变更 买方有权随时变更商品或模具的采购合同。可变更的内容包括设计、规格、技术水平、材料、包装、发运日期、交货的时间或地点。卖方应按照买方的要求做出相应变更。未经买方书面同意，卖方不得擅自做出任何变更。如果要对总条款和条件做出任何例外、背离、修订或修改规定，应根据第4.08条而非第9.01条作出。

9.02 Notice The Buyer will provide the Supplier with notice of any change through an amendment or revision to the outstanding Purchase Contract, the issuance of a new Production Purchase Contract, an RFQ or a Written Notice. If the amendment is accomplished by issuing a new Production Purchase Contract, the Initial Term of the original Production Purchase Contract will apply. If the Initial Term has already expired, the Renewal Term in effect at the time of amendment will continue.

通知 买方应通过通知，释放新的采购合同、询价单或书面通知告知卖方其就已释放的采购合同做出的任何修改或修订变更内容。如果修改的内容通过释放新的生产采购合同的形式实现，则应继续适用原生产采购合同的初始期限。如果初始期限已经到期，则应继续适用变更时有效的续期。

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9.03 Impact on Cost the proposed change will materially affect cost or timing the Supplier will promptly notify the Buyer in a Written Notice and provide substantiation of its claim (to the reasonable satisfaction of the Buyer). In accordance with Section 32 the Buyer shall have the right to audit details of any claim made. In the event of such notification and substantiation (and, at the Buyer's sole option, following satisfactory audit of the claim) the Buyer shall then implement an equitable price adjustment (up or down), a change in shipping or delivery terms, or other appropriate adjustment. Where the Supplier's claim relates to Programme cancellation or termination or non-renewal of a Purchase Contract then such claims shall be reviewed in accordance with Section 28 and are not within the scope of this Section 9. The Buyer shall not be liable for any costs arising from or related to actions or changes which are made as a result of Supplier's own acts or omissions, including non-performance of its obligations.

费用影响 如果拟议的变更会实质性影响费用或完成时间，则卖方应立即书面通知买方，并提供其索赔的事实证明（以获得买方的合理满意）。买方有权根据第32条规定审核关于卖方任何索赔的详细内容。如果卖方发出此类通知和提供索赔的事实证明，（在买方完全自主决定对卖方的索赔进行满意审核后），买方应进行公平的价格调整（上涨或下调），变更运输或交货条件，或做出其他适当的调整。如果卖方的索赔与采购合同的项目取消、终止或不续期有关，则此类索赔应根据第28条进行审查，不得纳入第9条的范围内。因卖方自身的作为或不作为，包括不履行义务而导致采取的行为或变更导致的或与之有关的任何费用，买方均不承担责任。

SECTION 10. PAYMENT TERMS AND TAXES

付款条款与税费

10.01 Payment Terms the Payment Terms will be as specified in the Buyer's Payment Terms Web-Guide unless explicitly stated otherwise in the relevant Purchase Contract.

付款条款 付款条款应按照买方在网络指南中规定的付款条款进行，除非相关的采购合同中另有规定。

10.02 Currency In most cases, payment will be made in the local currency of the country where the Goods will be manufactured. If a different currency applies, it will be shown on the Purchase Contract or other Written Notice from the Buyer.

货币 在大多数情况下，款项应以商品生产地所在国的当地货币支付。如果使用不同的货币，则货币种类应在采购合同或买方发出的其他书面通知中予以注明。

10.03 Advanced Shipping Notices The Supplier will provide the Buyer with Advanced Shipping Notices and otherwise comply with the payment requirements specified in the Payment Terms Web-Guide. Failure to do so may delay payment to the Supplier.

预先发货通知 卖方应向买方发送预先发货通知，并遵守网络指南的付款条款中规定的其他付款要求。否则，买方有权延期向卖方支付款项。

10.04 Total Price and Taxes the total price for the Goods will include duty, if applicable, and tax unless otherwise specified in the Tax Web-Guide. The Supplier will separately show on its invoice any duties, and any sales tax, use tax, value-added tax (VAT) or similar turnover taxes, levied on the Goods. The Supplier will provide whatever documents and information the Buyer may require to support taxes paid, tax reporting, or recovery of VAT. The Supplier will comply with the requirements of the Tax Web-Guide. The Supplier

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will pay duty if the delivery term specified on the Purchase Contract requires the Supplier to pay it (see the Delivery Terms Web-Guide for more details).

总价格和税费 商品的总价格包括关税（如适用）和税费，除非网络指南的税费中另有其他规定。卖方应在其发票中另行注明有关部门就商品征收的任何关税、销售税、使用税、增值税或类似的营业税。卖方应根据买方的要求提供任何种类的文件和信息，以证实要支付的税费、税务报告或增值税的补偿。卖方应遵守网络指南的税务中规定的要求。如果采购合同的交货条件中要求卖方支付关税，则卖方应支付关税（更多信息请参见网络指南的交货条件）。

SECTION 11. SETOFF

抵销

11.01 Supplier's Direct Accounts The Buyer will administer on a Net Settlement Basis all of the accounts of the Supplier arising from the Purchase Contracts and other agreements the Supplier has with the Buyer. Net Settlement Basis means that, unless prohibited by law, the Buyer may set off and recoup against the Buyer's accounts payable to the Supplier any amounts for which the Buyer determines in good faith the Supplier is liable to it under any Purchase Contract or other agreements with the Supplier. The Buyer may do so without notice to the Supplier.

卖方的直接账户 买方可在净结算基础上管理卖方由于采购合同或卖方与买方签订的其他协议而开设的所有账户。净结算基础是指除非法律禁止，否则买方有权基于诚信认定，从买方对于卖方的应付账款中扣除卖方依据任何采购合同或其他协议应负担的任何金额。买方有权直接将其抵销，而无需通知卖方。

11.02 Related Companies The Buyer or its Related Companies may also setoff and recoup against the accounts payable of the Buyer or its Related Companies to the Supplier or its Related Companies any amounts for which the Buyer or its Related Companies determines in good faith the Supplier or its Related Companies is liable under any Purchase Contract or other agreements with the Supplier or its Related Companies.

关联公司 买方或买方关联公司亦有权从买方或买方关联公司应向卖方或卖方关联公司支付的款项中抵消和扣除买方或买方关联公司诚信地认为卖方或卖方关联公司根据任何采购合同，或买方或其关联公司与卖方或卖方关联公司签订的其他协议之规定而应向买方或买方关联公司支付的任何金额。

11.03 A Related Company is any subsidiary of the Buyer or the Supplier, as appropriate, the Buyer or the Supplier's holding company, as appropriate and any subsidiary of either the Buyer or Supplier's holding company, as appropriate. A company is a "subsidiary" of another company, its "holding company", if that other company:

- (a) holds 50% or more of the voting rights in it; or
- (b) is a member of it and has the right to appoint or remove 50% or more of its board of directors; or
- (c) is a member of it and controls alone, pursuant to an agreement with other members, 50% or more of the voting rights in it, or if it is a subsidiary of a company that is itself a subsidiary of that other company.

关联公司 指买方或卖方的任何子公司（如有），买方或卖方的控股公司（如有），以及买方或卖方的控股公司的任何子公司（如有）。一家公司应系另一家公司（即控股公司）的“子公司”，只要后者满足下列任何一项：

- (a) 拥有这家公司50%或以上的投票权；

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(b)是这家公司的股东，有权任免50%或以上的董事会成员；

(c)是这家公司的股东，并能根据其与其他股东达成的协议独立控制这家公司50%或以上的投票权，或者，这家公司是此类其他公司的子公司之子公司。

The Buyer will provide the Supplier and the affected Related Company with 21 days' Written Notice (or such shorter period as may be commercially reasonable under the circumstances) before implementing a setoff:

(a) of the Supplier's debt against accounts payable to a Related Company of the Supplier; or (b) of a Related Company's debt against accounts payable to the Supplier. The Written Notice will specify the basis for the setoff.

买方可在进行款项抵销前（或根据商业情况合理确定的更短期限）提前21天向卖方及其受影响的关联公司发出书面通知，告知下列事项：(a)在应向卖方关联公司支付的款项中扣除卖方欠付买方的债务；或(b)在应向卖方支付的款项中扣除卖方关联公司欠付买方的债务。书面通知中应载明抵销的依据。

11.04 Basis of Debit the Buyer will be presumed to have acted in good faith if it has a commercially reasonable basis for believing that the Supplier or one of its Related Companies is liable for the amount of the debit. A debit may include the actual professional fees and other costs incurred by the Buyer or a Related Company.
欠款计算依据 如果买方有合理的商业依据认为卖方或其任何关联公司应对任何欠款款项承担义务，则买方应被推定为诚信行事。欠款的金额包括买方或其关联公司产生的实际专业费用及其他费用。

SECTION 12. QUALITY ASSURANCE

质量保证

12.01 Compliance with Buyer's Programmes The Supplier will promote continuous quality improvement in the manufacture, production and distribution of the Goods. The Supplier will comply with the quality assurance processes, inspections and standards specified by the Buyer for suppliers providing goods or services similar in nature to the Goods. These standards include the Buyer's JLRQ quality programme, ISO/TS 16949 and ISO 14001 (or any direct replacements or successors thereto).

遵守买方的项目规定 卖方应持续改进并完善商品制造、生产和分销过程中的质量。卖方应遵守买方就卖方提供商品或类似商品性质的服务而规定的质量保证流程、检验和标准。此类标准应包括买方的JLRQ质量项目，ISO/TS16949和ISO14001（或ISO/TS16949和ISO14001的直接替代或后续标准）。

SECTION 13. SHIPPING, PACKAGING AND DELIVERY

运输、包装与交货

13.01 Web-Guides the Supplier will comply with the Buyer's requirements for packing, marking, labeling, customs clearance processes, warehousing and shipping. These are specified in the appropriate Web-Guides. The Supplier will ship only the quantity of the Goods specified by the Buyer in the Purchase Contract or a Release.

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网络指南 卖方应符合买方的包装、标记、标签、清关程序、仓储和运输要求。此类要求在网络指南明确规定。卖方必须运送买方在采购合同或发货通知上规定数量的商品。

13.02 Delivery, Title and Risk of Loss Title and risk of loss will pass at the time and place of delivery in accordance with: (a) the delivery term on the Purchase Contract for the Goods; and (b) Section 34 in the case of Tooling.

交货、所有权与损失风险 商品的所有权和损失风险根据(a)商品采购合同上的交货条件；及(b)如为模具则按第34条规定。

13.03 Premium Shipments. If Seller fails to have goods ready for shipment in time to meet Buyer's delivery schedules using the method of transportation originally specified by Buyer and, as a result, Buyer requires Seller to ship the goods using a premium (more expeditious) method of transportation, Seller will ship the goods as expeditiously as possible. Seller will pay, and be responsible for, the entire cost of such premium shipment, unless Buyer's actions caused Seller to fail to meet Buyer's delivery schedules, in which case Buyer will pay any costs for premium shipment.

溢价运输 如果卖方未能及时准备商品，以按照买方的交货通知表要求的由买方先前指定的运输方式运送商品，从而导致买方要求卖方采用溢价（更快捷）运输方式运送商品，则卖方应尽可能快捷地运送商品。卖方应负责承担此类溢价运输产生的全部费用，除非卖方未能按要求交货的原因归咎于买方，只有在此情况下，买方支付溢价运输的全部费用。

SECTION 14. DELIVERY OF NONCONFORMING GOODS

不合格商品的处置

14.01 Delivery No Inspection The Supplier will deliver only Goods that conform in all respects to the requirements described in Sections 22.01(a) through (f). The Buyer is not required to inspect the Goods prior to their use. The Supplier waives any right to require the Buyer to conduct an inspection.

交货无检验 卖方必须交付符合第22.1(a)至(f)项下规定的全部要求的商品。买方无须在使用商品之前检验商品。卖方放弃要求买方进行检验的任何权利。

14.02 Notice If the Goods do not conform, the Buyer will inform the Supplier, orally or in writing, about the nonconformity as soon as reasonably practicable after the Buyer has discovered it. The Buyer will confirm the nonconformity in a Written Notice if requested by the Supplier to do so.

通知如果商品不合格，买方应在发现不合格情况后合理可能时尽快口头或书面告知卖方。如果卖方要求买方书面确认不合格情况，则买方应书面确认不合格情况。

14.03 Supplier's Right to Cure The Supplier will be permitted to rework, replace or otherwise remedy a nonconformity in the Goods as long as: (a) the nonconformity has been discovered after delivery of the Goods but before the Buyer has started to use the Goods (including in any pre-assembly processing or fitment); (b) the Supplier can perform the remedial work at its location, or at the Buyer's site (subject to any restrictions notified by the Buyer), without disruption to the Buyer's operations; (c) the remedial work will not

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cause any delay in the Buyer's operations, including its production process, or cause the Buyer to incur any additional costs; and (d) the cure can be completed by the deadline established by the Buyer.

卖方的补救权 在下列情况下，卖方应获准重新加工、替换或以其他方式补救不合格商品：(a)在交货后买方开始使用（包括任何预装配过程或调试）之前已发现商品不合格的情况；(b)卖方可在其场所或买方的场地（但须遵守买方规定的任何限制条件）提供补救工作，且不能中断买方的运营；(c)补救工作不会延迟买方的运营（包括买方的生产过程），亦不会导致买方招致任何额外费用；(d)卖方的补救行动在买方规定的期限内完成。

14.04 Buyer's Options If the Buyer determines in good faith, after consulting with the Supplier, that the remedial work cannot be done within the limits of Section 14.03, the Buyer is entitled to: (a) reject the nonconforming Goods, return them to the Supplier and, at the Buyer's option, request redelivery of conforming Goods; or (b) retain them and either repair them itself or request the Supplier do so, on or off-site. In any event, the Supplier will bear the risk and expense of the remedial action undertaken by the Buyer or the Supplier.

买方的选择权 如果买方在与卖方协商后，诚信地认为补救工作不能在第14.03条规定的限制内完成，则买方有权(a)拒收不合格商品，将其退还卖方，并自主决定要求卖方重新发送合格商品；或(b)保留不合格商品，由买方自行或由卖方在买方场地内或外对不合格商品进行返修。在任何情况下，卖方均应承担因买方或卖方采取的补救行为而可能产生的风险和费用。

14.05 Supplier's Right To Nonconforming Goods The Supplier may request that the Buyer hold and make available to the Supplier, at the Supplier's expense, any nonconforming Goods, subject to the Buyer's options under Section 14.04.

卖方对于不合格商品的权利 受限于第14.04条项下买方的选择权，卖方可以在费用由卖方承担的情况下要求买方保管不合格商品，并提供给卖方。

14.06 Costs Incurred by the Buyer The Supplier is liable for all direct, incidental and consequential damages (including, but not limited to, overtime or premium freight costs), losses, costs, and expenses incurred by the Buyer resulting from the failure of the Supplier to deliver conforming Goods or to comply with the shipping and delivery or other requirements of the Buyer, even if the Supplier has cured the failure under Section 14.03. These include costs associated with the off lining of vehicles or the Goods, interruptions or delays in production, reduced line-speeds, re-working of vehicles prior to delivery to the end customer and plant shutdowns.

买方产生的费用 卖方应承担买方因卖方未能交付合格商品或未能遵守买方要求的运输、交货或其他要求而产生的所有直接的、意外的或间接的损失（包括但不限于加班费或超额运输费用），即使卖方已根据第14.03条的规定采取补救行动。费用包括有关车辆或商品脱离流水线、生产中中断或延误、流水线速度下降、车辆在交付给最终用户之前重新返工和工厂停工的费用。

14.07 No Acceptance or Waiver of Rights the Buyer's rights under this Section 14 apply even if the nonconformity does not become apparent until after delivery of the Goods. The Supplier is not liable for damage to the Goods after delivery due to actions taken by the Buyer or third parties. Payment will not constitute acceptance of nonconforming Goods, nor will it limit or affect any of the Buyer's rights.

不接受或弃权 即使不合格商品在交货后才显现，在第14条下的买方权利仍适用。卖方不对交货后由于买方或第三方的行为而导致的商品损坏承担责任。付款行为不构成对不合格商品的接受，也不会限制或影响买方的任何权利。

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SECTION 15. USING THE BUYER'S INTELLECTUAL PROPERTY AND TOOLING

买方的知识产权和模具使用

15.01 Buyer's Intellectual Property Rights The Buyer and its Related Companies may have valuable Intellectual Property Rights in Tooling, documents and information provided to the Supplier. Intellectual Property Rights include trademarks, trade dress, patents, copyrights, trade secrets and industrial design rights. The Supplier may use the Intellectual Property Rights of the Buyer and its Related Companies only in the production and supply of the Goods to the Buyer and its Related Companies.

买方知识产权 买方及其关联公司对提供给卖方的模具、文件和信息享有极有价值的知识产权。知识产权包括商标、商业外观、专利、版权、商业秘密以及工业设计权。卖方仅在为买方及其关联公司生产和供应商品中才能使用买方及其关联公司的知识产权。

15.02 Parts Branding Directive The Supplier will comply with the Buyer's Vehicle Parts Branding Directive. This Directive may require the inclusion of the Buyer's brands on the Goods. It also limits the inclusion of the Supplier's brands on the Goods to the extent permitted by laws and regulations. See the Vehicle Parts Branding Web-Guide for details, including the process for requesting exceptions. In order to comply with the Buyer's Vehicle Parts Branding Directive:

零部件品牌指南 卖方应遵守买方的汽车零件品牌指南。本指南可要求将买方品牌使用在商品上，同时，在政府法律法规要求允许的范围内限制在商品中使用卖方的品牌。请查阅网络指南的汽车零件品牌以了解更多信息，包括需要例外处理的情况以便符合买方的汽车零件品牌指南的要求：

(a) If required by Buyer, the Supplier will ensure that Tooling and Goods produced for Buyer will contain (i) a trademark of the Buyer, (ii) an engineering part number, and (iii) a supplier code. The trademark, engineering part number, and supplier code, as well as the manner and placement of these markings, will be designated by Buyer;

如买方要求，卖方应确保其为买方生产的所有模具和商品包含(i)买方的商标，(ii)工程零件编号，以及(iii)卖方编码。商标、工程零件编号和卖方编码以及标记的方式和位置均由买方指定；

(b) Unless specifically authorized by Buyer in writing in advance, the Supplier will not incorporate its trademark or trade name on any Tooling or Goods and will ensure that no trademark of any party other than the Buyer appears on any Tooling or Goods.

未经买方事先书面进行特别授权，卖方不得在任何模具或商品中加入其商标或商号，并确保任何模具或商品上均不出现买方之外的商标。

(c) unless specifically authorized or required by Buyer in writing in advance, the Supplier will not sell to any party (other than Buyer) or otherwise dispose of any product (i) produced or manufactured using any Tooling, equipment, or machinery owned by Buyer or a Related Company, or (ii) which incorporates any trademark, patentable invention, copyright work, industrial design or other matter subject to any intellectual property right of Buyer or a Related Company.

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未经买方事先书面进行特别授权或要求，卖方不得向任何人（买方除外）出售或以其他方式处置属于下列情形的任何产品(i)使用买方或其关联公司的任何模具、设备或机器生产或制造的产品，或(ii)包含任何商标、可申请专利的发明、版权作品、工业设计或受制于买方或其关联公司任何知识产权的其他事项。

15.03 Other Use of Buyer's Intellectual Property Rights The Supplier will first obtain the Buyer's written approval before it manufactures, sells or otherwise disposes to third parties any goods made by the Supplier, its Related Companies or one of their subcontractors using any Tooling, equipment or Intellectual Property Rights of the Buyer or its Related Companies. The Supplier will not use any proprietary information of the Buyer including, without limitation, the drawings, designs and/or specifications provided by the Buyer, for any purpose other than (i) fabricating or acquiring Tooling under Prototype Tool Purchase Contracts or Production Tool Purchase Contracts; or (ii) manufacturing, selling and/or delivering Goods to the Buyer under Purchase Contracts.

买方知识产权的其他用途 卖方在向第三方制造、出售或以其他方式处置由卖方、其关联公司或其任何分包商使用买方或买方关联公司的任何模具、设备或知识产权而制造的任何商品之前，卖方须获得买方的书面批准。卖方不得将买方的任何专有信息（包括但不限于由买方提供的图纸、设计和/或规范）用于下列目的之外的任何用途：(i)根据样件模具采购合同或量产模具采购合同制造或采购模具；或 (ii)根据采购合同为买方制造、出售和/或交付商品。

SECTION 16. USING THE SUPPLIER'S TECHNICAL INFORMATION

使用卖方的技术资料

16.01 Technical Information The Supplier will provide the Buyer and its Related Companies with Technical Information required by the Buyer to install, assemble and otherwise use the Goods. Technical Information includes engineering, package and installation drawings, specifications, testing protocols and results, documents, data and other information relating to the Goods and Tooling. Technical Information must comply with the computer-aided-design and drafting standards of the Buyer and its Related Companies. Technical Information will be provided as specified in Sections 16.02 and 16.03 and categorised into either Level One Materials or Level Two Materials.

技术资料 卖方将应买方的要求向买方及其关联公司提供技术资料，以安装、装配和以其他方式使用商品。**技术资料**包括工程、包装和安装图纸、规范、测试方案和结果、文件、数据及有关商品和模具的其他资料。技术信息必须符合买方及其关联公司的计算机辅助设计和绘图标准。技术信息应根据第16.02条和第16.03条的规定予以提供，并归类为一级材料或二级资料。

16.02 Use of Level One Materials The Supplier will provide the Buyer and its Related Companies with Level One Materials to use without restriction. **Level One Materials** define in general terms the geometric and functional attributes of the Goods as they interface with the Buyer's products, demonstrate that they meet the Buyer's specifications, and describe how they interact with other vehicle systems or environments. At a minimum, Level One Materials are those the Buyer or its Related Companies require to support their engineering release systems. Level One Materials as a minimum should be considered to include package

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and installation drawings with functional requirements, the material specification of the constituent parts and the technical specification and design details of any Buyer owned tooling. At the Buyer's request, Level One Materials must also be provided for Parts (as defined in Section 33.01). The Buyer may use or disclose Level One Materials without restriction, subject only to any patent or trademark rights of the Supplier. Any Supplier legend, like "Confidential" or "Proprietary," will not affect the Buyer's right to use Level One Materials.

一级资料的使用 卖方应向买方及其关联公司提供一级资料，供其使用，且不设限制。一级资料整体上根据商品的几何和功能属性进行定义，其应配合买方的产品，证明其符合买方的规范，并说明其如何与其他的车辆系统或环境相互匹配。一级材料至少是买方或其关联公司要求支持其工程发布系统的材料。最低限度的一级材料应视为包含包装和具有功能性要求的安装图纸、总成件的材料规范、买方拥有的任何模具的技术规范和设计细节。经买方要求，对于零部件（定义见第33.01条）也必须提供一级材料。买方有权不受限制地使用或披露一级材料，但须受限于卖方的任何专利权或商标权。卖方的任何说明字样，如“机密”或“专有”等，均不影响买方使用一级材料的权利。

16.03 Use of Level Two Materials Level Two Materials include more detailed design and manufacturing information such as Failure Mode and Effects Analyses (FMEA, including Design Failure Mode and Effects Analysis and Process Failure Mode and Effects Analysis), Design Verification Plans and Reports (DVP&R, including test specifications, test reports and test data), P-Diagrams and Control Plans. The Supplier will provide the Buyer and its Related Companies with reasonable access, including delivery of reference copies as the Buyer may reasonably request (such as for the purpose of warranty analysis), to Level Two Materials as well as the right to use Level Two Materials internally, including to integrate the Goods into the vehicle. Any additional rights (such as licences or ownership, or the right to disclose the materials to third parties to which disclosure is not permitted under this Section 16 or Section 17) to these or other materials (such as detailed drawings and maths data, CAE Models, electrical schematics, or software algorithm and code) will be negotiated in good faith by the Buyer and the Supplier and formalised in a Statement of Work or other written document. The Buyer's obligations to treat Level Two Materials as confidential are described in Section 17

二级资料的使用 二级资料包含更为详细的设计和制造信息，如失效模式与影响分析（失效模式与影响分析，包括设计失效模式与影响分析和过程失效模式与影响分析），设计验证计划与报告（设计验证计划与报告，包括测试规范、测试报告和测试数据），P图和控制计划。卖方应向买方及其关联公司提供查阅二级资料的合理途径，包括根据买方合理要求（如用于质保分析之目的）提供参考副本，允许买方及其关联公司在内部使用二级资料，包括将商品装配到车辆中。对二级资料或其他材料（如详细的图纸和数模、CAE模型、电路图或软件算法和代码）享有的任何额外权利（如许可或所有权，或向第三方披露材料且此披露行为根据第16条或第17条的规定被禁止），应由买方和卖方进行友好协商，并在工作声明或其他书面文件中予以正式确认。买方应按照第17条的规定对二级资料予以保密。

16.04 Market Testing The Buyer may share Level One Materials with third parties without restriction. The Buyer may not share Level Two Materials that are Supplier Confidential Information, or any other Supplier Confidential Information, except as provided in Section 17.

市场测试 买方有权与第三方分享一级资料，不受任何限制。买方不得分享作为卖方保密信息的二级资料或买方的任何其他保密信息，除非第17条另有规定。

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SECTION 17. CONFIDENTIALITY

保密

17.01 Confidential Information Confidential Information is information that meets the requirements specified below for Supplier Confidential Information or Buyer Confidential Information. Information that does not meet these requirements is not Confidential Information, regardless of any legend or marking to the contrary. A reference in this Section 17 to Confidential Information of the Other Party is a reference to Supplier Confidential Information when the reference relates to an obligation of the Buyer, and to Buyer Confidential Information when the reference relates to an obligation of the Supplier.

保密信息 保密信息是指符合下文规定的卖方保密信息或买方保密信息要求的信息。不符合此类要求的信息不构成保密信息，即使其存有相反的说明或标记。在第17条中提及另一方的保密信息时，如果义务方为买方，则保密信息指的是卖方的保密信息；如果义务方为卖方，则保密信息指的是买方的保密信息。

(a) **Supplier Confidential Information** is any information disclosed under the Purchase Contract that meets all of the following requirements:

卖方的保密信息 是指在采购合同中披露的符合下列全部要求的任何信息：

(1) The information is non-public information that is proprietary to: (A) the Supplier; (B) any of its Related Companies; or (C) any third party to which any of them has an obligation of confidentiality relating to the information.

不公开的信息并且为下列人员专有：(A)卖方；(B)卖方的关联公司；或(C) 卖方或卖方的关联公司对其负有保密义务的第三方。

(2) The information is disclosed to the Buyer: (A) in tangible form and identified as confidential in the tangible form; or (B) orally, and is identified as confidential at the time of disclosure, and is described in a written statement (which must also identify it as confidential) within a reasonable time after disclosure; or (C) the information, by its nature, should clearly be considered to be confidential.

以下列方式向买方披露的信息：(A)以有形形式披露并以有形形式确认其保密性；或(B)以口头形式披露，在披露时确认其保密性，并在披露后的合理时间内在一份书面声明中予以记录（必须同时确认其机密性）；或(C)根据其性质明显可知其具有保密性的信息。

(3) The information is: (A) Level Two Materials, as described in Section 16.03; (B) provided under a Team Value Management initiative, as described in Section 18.01; (C) Embedded Software, as defined in Section 20.01; (D) provided under Section 24; (E) provided to the Buyer's Purchasing department under Section 32.03; or (F) provided under Section 39.02.

信息是：(A)第16.03条规定的二级资料；(B)根据第18.01条规定的团队价值管理举措提供；(C)第20.01条规定的嵌入式软件；(D)根据第24条提供；(E)根据第32.03条的规定向买方的采购部提供；或(F)根据第39.02条提供。

(b) **Buyer Confidential Information** is any information that meets all of the following requirements, regardless of whether it has been disclosed under the Purchase Contract:

买方的保密信息 是指符合下列全部要求的任何信息，无论其是否已在采购合同中予以披露：

(1) The information is non-public information that is proprietary to: (A) the Buyer; (B) any of its Related Companies; or (C) any third party to which any of them has an obligation of confidentiality relating to the information.

不公开的信息并且为下列人员专有：(A)买方；(B)买方的任何关联公司，或(C) 买方或买方的关联公司对其负有保密义务的第三方。

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(2) The information is:

信息如下:

(A) a Volume Projection, as defined in Section 7.01, or is provided under a Team Value Management initiative, as described in Section 18.01;

第7.01条规定的产量预测, 或根据第18.01条规定的团队价值管理举措予以提供;

(B) the Buyer's or any of its Related Companies' future product plans or any details of those plans, advertising programmes, sales promotions, complaints, budgets and forecasts; or

买方或其任何关联公司的未来产品计划或此类计划的任何细节, 广告策划、促销、投诉、预算和预测;
或

(c) **Any other information identified by the Buyer or any of its Related Companies (orally or in writing) as confidential.**

买方或其任何关联公司(口头或书面)确认具有保密性的任何其他信息。

17.02 Obligations and Standard of Care

义务和注意标准

(a) The Buyer and the Supplier will each use Reasonable Care to protect the confidentiality of Confidential Information of the Other Party. Reasonable Care is the standard of care that the party holding the information would use in protecting the confidentiality of its own confidential information. The Supplier may consult the Global Terms and Conditions home page described in Section 1.01 for information on the practices that apply to the Buyer's employees for the handling of confidential information.

买方和卖方均应合理关注, 以维护对方保密信息的保密性。**合理关注**是指持有信息一方在对其拥有的保密信息进行保密时应尽的注意标准。卖方可查阅第1.01条规定的总条款和条件主页, 了解适用于买方的员工处理保密信息的实践。

(b) Some of the Buyer's and its Related Companies' electronic systems are designed for collaboration and the sharing of information among multiple parties, including other suppliers. The Supplier should not input Supplier Confidential Information into any electronic system of the Buyer or any of its Related Companies unless the Buyer or any of its Related Companies has advised the Supplier in a Written Notice that the system is suitable for receipt of Supplier Confidential Information. 买方及其关联公司的部分电子系统为便于合作而实现多方信息共享, 包括其他卖方。卖方不得将卖方保密信息存入买方或买方任何关联公司的任何电子系统中, 除非买方或买方任何关联公司书面通知卖方, 告知此系统适用于接收卖方保密信息

(c) The obligations under Section 17.02(a) do not apply to any information that: (1) is or becomes publicly available through no breach of any agreement between the Buyer and the Supplier; (2) is approved for release by the disclosing party in a Written Notice; (3) is lawfully obtained from a third party without a duty of confidentiality; (4) was already known to the receiving party prior to its disclosure; (5) is required to be disclosed by a valid court order; or (6) is input by the Supplier into an electronic system for which the Supplier has not received the Written Notice described in Section 17.02(b). The exception in clause (5) will apply only if the receiving party has: (A) provided the disclosing party with a Written Notice of the court order; and (B) fully cooperated with the disclosing party in seeking confidential treatment for the disclosures. The Buyer's confidentiality obligations under Section 17.02(a) also do not apply to

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Embedded Software, to the extent required to exercise Licence rights for the Embedded Software granted under Section 20.01.

第17.02(a)项下的义务不适用于下列任何信息：(1)非因违反买方和卖方签订的任何协议而为公众所知悉的信息；(2)披露方以书面通知形式同意披露的信息；(3)从不负保密义务的第三方处合法获得的信息；(4)信息披露之前接收方已知悉的信息；(5)根据有效法庭命令的要求而披露的信息；或(6)卖方未收到第17.02(b)条规定的书面通知就存入电子系统的信息。第(5)项的例外规定仅在接收方采取了下列行动方可适用：(A)向披露方提供法庭命令的书面通知；及(B)与披露方通力合作，以寻求信息披露的保密处理。在要求行使第20.01条规定的嵌入式软件许可权的限度内，买方在第17.02(a)条项下的保密义务不适用于嵌入式软件。

17.03 Sharing with Related Companies, Alliance Partners and Consultants The Buyer may share Confidential Information of the Supplier with its: (a) Related Companies; and (b) consultants, contractors, experts and agents; and (c) its Alliance Partners (being an entity with which the Buyer has a publicly announced significant business relationship which may be referred to as an "partnership" or "alliance" or some similarly described relationship), provided, that the person or entity with whom or which the information is being shared has agreed in writing to be bound by confidentiality provisions comparable to those specified in this Section 17. The Supplier may share Confidential Information of the Buyer with its: (a) Related Companies; and (b) consultants, contractors, experts and agents; provided, that the person or entity with whom or which the information is being shared has agreed in writing to be bound by confidentiality provisions comparable to those specified in this Section 17. The Supplier will first obtain the written consent of the Buyer if the Supplier or any of its Related Companies wants to share Buyer Confidential Information with any party (including any of its Related Companies) that is a motor vehicle manufacturer or distributor.

与关联公司、联盟伙伴和顾问的信息共享 买方可与下列人员共享卖方的保密信息：(a)关联公司；及(b)顾问、承包商、专家和代理；及(c)联盟伙伴（买方曾公布与之具有重大业务关系的实体，如“合伙关系”、“联盟”或其他类似关系），但前提是，共享信息的人员或实体书面同意接受类似于第17条规定的保密规定的约束。卖方可与下列人员共享买方的保密信息：(a)关联公司；及(b)顾问、承包商、专家和代理，但前提是，共享信息的人员或实体书面同意接受类似于第17条规定的保密规定的约束。如果卖方或其任何关联公司想与车辆制造商或经销商的任何一方（包括其任何关联公司）分享买方保密信息，卖方应首先获得买方的书面同意。

17.04 Sharing with Other Third Parties Neither the Buyer nor the Supplier will share any Confidential Information of the Other Party with any third party, including any competitor of the other party, without the prior written agreement of the other party, except as may otherwise be permitted under the Purchase Contract, a Technology Agreement, or other written agreement between the parties.

与第三方共享 未经对方的事先书面同意，买方和卖方均不得与任何第三方，包括对方的任何竞争者，共享对方的任何保密信息，除非采购合同、技术协议或双方签订的其他书面协议中另有规定。

17.05 No Other Obligations The Buyer, the Supplier, and their Related Companies have no other obligation for confidential information supplied to them from whatever source, unless otherwise agreed to in writing.

无其他义务 买方、卖方及其各自的关联公司对对方以任何形式提供的保密信息均不负有其他义务，除非另有书面约定。

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17.06 Effective Date of Buyer's Obligations The Buyer's obligations under this Section 17 apply to Supplier Confidential Information disclosed to the Buyer on or after the release and effective date of these terms and conditions (as identified on the face of these terms and conditions).

买方保密义务的生效日 买方在第17条下的保密义务适用于本条款的发布生效日（载于本条款的首页）当日或之后向买方披露的卖方保密信息。

SECTION 18. BUYER INITIATIVES

买方举措

18.01 Supplier Participation the Buyer may initiate various programmes designed to improve quality, increase customer satisfaction or reduce costs. Current initiatives include Team Value Management (TVM). All suppliers are required to participate in these initiatives to the extent requested by the Buyer. The Supplier can learn more about them by visiting the Buyer's Supplier Portal or by contacting the Buyer directly.

卖方参与 买方可能会发起各种旨在改善质量，提高客户满意度或降低成本的项目。当前的举措包括团队价值管理。经买方要求，所有的卖方均要求参与此类活动。卖方可通过访问买方的适用于卖方的网页或直接联系买方，以了解更多信息。

18.02 Confidential Information the Buyer's and Supplier's obligations to treat information received under the **Team Value Management** initiative as confidential are described in Section 17.

保密信息 买方和卖方均有义务按照第17条规定，对根据**团队价值管理活动**获得的信息进行保密。

SECTION 19. LICENCES TO SUPPLIER TECHNOLOGY

卖方技术的许可

19.01 Supplier Grants The Supplier will grant Licences on the bases specified below unless an Earlier Agreement (as defined in Section 4.02) states otherwise. A Licence is a licence granted in all cases to the Buyer and its Related Companies on a non-exclusive, worldwide basis, to make, have made, use, have used, sell and import manufactures, compositions, machines and processes covered by the Intellectual Property Rights of the Supplier.

卖方授权 卖方可基于下文规定的依据授予许可，除非先期协议（定义见第4.02条）另有规定。**许可**是指在所有情形下授予买方及其关联公司的一项非独占性的，在世界范围内有效的许可，用以制造、委托制造、使用、允许使用、出售或进口含有卖方知识产权的制成品、总成件、机器和程序。

19.02 Off-the-Shelf Goods Purchase of the Goods does not include any Licence from the Supplier if they are Off-the-Shelf Goods. **Off-the-Shelf Goods** do not include any functionally or structurally significant features developed specifically for the Buyer.

现成商品 如果商品为现成商品，则商品的采购不包括卖方的任何许可。**现成商品**不包括专为买方设计的任何重大功能性或结构性特征。

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19.03 Buyer Specific Development Work If, whether in connection with an Earlier Agreement or otherwise, the Buyer has ownership of any Intellectual Property Rights in the Goods, the Buyer shall also own all Intellectual Property Rights in any modifications made to such Goods undertaken in connection with the Purchase Contract.

买方特定的开发作品 如果买方对商品的任何知识产权享有所有权（无论其是否与先期协议或其他协议有关），则买方也享有根据采购合同对此类商品进行任何修订而产生的所有知识产权。

19.04 Licence to Rebuild The Supplier grants to the Buyer a permanent, paid-up Licence under any Intellectual Property Rights that are owned or controlled by the Supplier or its Related Companies (now or in the future) necessary to rebuild and have rebuilt the Goods.

重新组装许可 对于卖方或其关联公司（现在或将来）拥有或控制的任何知识产权，卖方特此向买方授予一项永久性的、已付清费用的许可，以满足买方重建或委托他人重建商品的需要。

SECTION 20. EMBEDDED SOFTWARE AND OTHER WORKS OF AUTHORSHIP

嵌入式软件及其他著作权作品

20.01 Embedded Software the Supplier grants to the Buyer a permanent, paid-up Licence under each copyright it owns or controls or has a right to licence. This Licence is limited to the use, repair, modification or sale of any Embedded Software that is part of the Goods in conjunction with the use or sale of the Goods. Embedded Software is software that is embedded in the Goods and performs operating or other functions. Embedded Software includes, for example, the embedded software in engine control modules used to perform, monitor or diagnose various engine or vehicle functions and includes related documentation.

嵌入式软件 对于卖方拥有或控制，或有权许可的各项版权，卖方特此向买方授予一项永久性的、已付清费用的许可。此项许可仅限于在使用或出售商品时，使用、修理、修改或出售作为商品组成部分的任何嵌入式软件。

嵌入式软件是指嵌入商品中，并执行操作或其他功能的软件。嵌入式软件包括发动机控制模块中用于执行、监控或诊断各种发动机或车辆装置的嵌入式软件，也包括相关的文档。

20.02 Confidentiality The Buyer's obligations to treat Embedded Software as confidential are described in Section 17.

保密 买方应按照第17条规定对嵌入式软件进行保密。

20.03 Other Works The Supplier grants to the Buyer a permanent, paid-up Licence under each copyright it owns or controls or has the right to licence in any work of authorship (other than Embedded Software and Level Two Materials) fixed in any tangible medium of expression delivered by the Supplier under the Purchase Contract to use such work, reproduce such work, prepare derivative works, distribute copies of such work to the public, and to perform and display such work publicly.

其他作品 对于由卖方根据采购合同以任何有形介质形式显现的，卖方拥有、控制或有权许可的任何著作权作品（嵌入式软件和二级资料除外）中的各项版权，卖方特此向买方授予一项永久性的、已付清费用的许可，以供买方使用、复制此类作品，制作衍生作品，向公众分发此类作品的复制品，并公开使用和展示。

20.04 Subcontractors In each subcontract of the Supplier's work performed pursuant to the Purchase Contract, the Supplier will use its best efforts to obtain for the Buyer all of the rights and Licences granted to the Buyer under Section 16, Section 19 and Section 20.

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分包商 在卖方根据采购合同进行的工作分包中，卖方应竭力为买方获得第16条、第19条、第20条项下授予买方的所有权利和许可。

SECTION 21. CLAIMS OF INFRINGEMENT

侵权索赔

21.01 Supplier Obligations The Supplier will, at its sole cost and expense, indemnify and hold the Buyer and its Related Companies harmless against any and all claims for any alleged infringement of Intellectual Property Rights (arising as a result of the use of the Goods) that may be brought against the Buyer, its Related Companies or third parties that may use the Goods.

This obligation includes a claim involving any present or future Intellectual Property Right or other proprietary right based on the Supplier's activity under the Purchase Contract or the manufacture, sale or use of the Goods (a) alone, (b) in combination by reason of their content, design or structure, or (c) in combination with the Supplier's recommendations.

卖方的义务 对于买方、买方关联公司或使用商品的第三方（因使用商品）被指控侵害他人的知识产权而遭受的任何索赔，卖方应自费赔偿买方及其关联公司，并使其免受任何损害。

此类义务包括基于卖方在采购合同下的活动或以下列方式制造、出售或使用商品而涉及任何现有或将来的知识产权或其他专有权利的索赔：(a)单独地，(b)结合商品的内容、设计或结构等原因，(c)结合卖方的建议。

21.02 Assistance to the Buyer The Supplier will investigate, defend and otherwise handle any such claim. At the Buyer's request, the Supplier will assist the Buyer in its investigation, defence or handling of any such claim. The Supplier will pay all costs, expenses, damages and settlement amounts that the Buyer, its Related Companies and others selling or using the Buyer's products incorporating the Goods may sustain by reason of an indemnified claim.

对买方的协助 卖方应对此类索赔进行调查、辩护或以其他方式进行处理。经买方要求，卖方应协助买方进行调查、辩护或以其他方式进行处理。卖方应承担买方、买方关联公司以及出售或使用包含商品的买方产品的其他人由于赔偿索赔而可能招致的费用、成本、损害或和解费用。

21.03 Buyer Design Input The Supplier's indemnification obligations will apply even if the Buyer furnishes all or a portion of the design and specifies all or a portion of the processing used by the Supplier unless a Technology Agreement provides otherwise.

买方设计植入 即使买方提供了全部或部分的设计，并规定了卖方使用的全部或部分程序，卖方仍应承担赔偿义务，除非技术协议中另有规定。

21.04 Adjustment of Supplier's Financial Responsibility The Buyer will determine the Supplier's financial responsibility under this Section 21 after taking into account the relative involvement of the Buyer and the Supplier in the design, whether the Supplier made the Buyer aware of the potential for the claim, the extent to which the Goods gave rise to the claim, the duration and nature of the relationship with the Supplier and such other factors as the Buyer may deem relevant.

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卖方的经济责任调整 买方应在综合考虑买方和卖方在设计中的参与度，卖方是否已提醒买方注意索赔的可能性，商品会产生索赔的程度，与卖方合作的期限和关系性质以及买方认为相关的其他因素之后，根据第21条的规定确定卖方的经济责任。

SECTION 22. WARRANTY

产品保证

22.01 Supplier Warranty The Supplier warrants that during the applicable Warranty Period (as defined in Section 22.02, 22.04 or 22.05) the Goods will:

卖方产品保证 卖方在适用的保证期内进行质保（保证，定义参见第22.02条、第22.04条或第22.05条），商品应：

(a) Conform in all respects to the drawings, specifications, Statements of Work, samples and other descriptions and requirements relating to the Goods that have been furnished, specified or approved by the Buyer; 在各方面均符合买方已提供、规定或批准的图纸、规范、工作声明、样品以及其他关于商品的说明和要求；

(b) Comply with all Government Requirements (as defined in Section 35.01) of the countries in which the Goods or the vehicles into which the Goods are to be installed are to be sold;

符合商品或安装有商品的车辆的售往国家政府的所有要求（定义参见第35.01条）；

(c) Be merchantable;

具有适销性；

(d) Be free from defects in design to the extent furnished by the Supplier, its Related Companies or their subcontractors, even if the design has been approved by the Buyer;

卖方、卖方关联公司或其各自的分包商提供的设计均无缺陷，即使买方已批准了此设计；

(e) Be free from defects in materials and workmanship; and

在材料和工艺上均无缺陷；且

(f) Be suitable for their intended use by the Buyer, including the specified performance in the component, system, subsystem and vehicle location specified by the Buyer and the environment in which the Goods are or reasonably may be expected to perform.

符合买方的预期用途，包括在特定的组件、系统、子系统、买方指定的车辆位置以及商品将或可能适用的环境中进行运作。

(g) Furthermore, if software is concerned: the software does not contain undocumented features or hidden mechanisms that could be used to compromise the software's security; that the software will not require the modification or renewal of the Buyer/Jaguar Land Rover Limited /Chery's existing computer security systems.

此外，若涉及软件：软件不含有可用于损害软件安全性的未记录特性或隐藏机制；软件不要求对买方/Jaguar Land Rover Limited/奇瑞的现有计算机安全系统进行任何变更或更新。

22.02 Warranty Period for Production Vehicles For Goods installed or used in a Production Vehicle, the Warranty Period begins on the date the Goods are delivered to the Buyer (or a Related Company or third party designated by the Buyer) and expires on the date that is the later of:

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产品车的保证期 对于安装或用于产品车的商品，保证期始于商品交付给买方（或关联公司或买方指定的第三方）之日，止于以下较晚的日期：

- (a) The date on which the period of the applicable New Vehicle Warranty (as defined in Section 22.03) covering the Goods ends; or
涉及商品的相关新车质保（定义见第22.03条）期限终止之日；或
- (b) The date on which any longer or broader Government Requirement covering the Goods ends.
任何涉及商品的更长或更宽泛的政府要求终止之日。

A Production Vehicle is a vehicle currently being produced by the Buyer or any of its Related Companies. Goods that are dealer-installed accessories on new vehicles are also covered under Section 22.02.

产品车 是指目前由买方或买方任何关联公司生产的车辆。第22.02条规定涵盖作为经销商安装在新车上的配件的商品。

22.03 New Vehicle Warranty the **New Vehicle Warranty** consists of the basic warranties provided by the Buyer or any of its Related Companies to the end customer that cover the specific vehicle, its components and parts. The New Vehicle Warranty includes extended warranty coverage provided at no additional charge to the end customer, but does not include any optional extended warranty that may be separately purchased by the end customer.

新车保证 新车保证由买方或买方任何关联公司向终端用户提供的基本保证组成，内容涵盖特定车辆、车辆零件和部件。新车保证包括给终端客户免费提供的质量延展保证，但不包括终端用户单独购买的任何选择性的质量延展保证。

22.04 Warranty Period for Service and Replacement Parts For Goods installed, used or sold as service or replacement parts, the Warranty Period begins on the date the Goods are delivered to the Buyer (or a Related Company or third party designated by the Buyer) and expires on the date that is the later of:

维修配件和更换零件的质保期 对于用于服务配件、更换零件的安装、使用或出售的商品，保证期始于商品交付给买方（或关联公司或买方指定的第三方）之日，止于以下三者之中较晚的日期：

- (a) The date on which the period of the warranty provided by the Buyer (or one of its Related Companies) for the Goods ends;
买方（或买方的任何关联公司）提供的商品质量保证期终止之日；
- (b) The date on which the period remaining under the applicable New Vehicle Warranty covering the Goods ends; or涉及商品的相关新车保证剩余期限终止之日；或
- (c) The date on which any longer or broader Government Requirement covering the Goods ends.
任何政府要求的商品更长或更宽泛的质量保证终止之日。

22.05 Warranty Period for Used Vehicle Accessories For Goods installed, used or sold as accessories for used vehicles, the Warranty Period begins on the date the Goods are delivered to the Buyer (or a Related Company or third party designated by the Buyer) and expires on the date that is the later of:

二手车配件质保期 作为二手车配件安装、使用或出售的商品，质量保证期始于商品交付给买方（或关联公司或买方指定的第三方）之日，止于以下较晚的日期：

- (a) The date on which the period of the warranty provided by the Buyer (or one of its Related Companies) for the Goods ends; or
买方（或买方的任何关联公司）提供的商品质保期终止之日；或

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(b) The date on which any longer or broader Government Requirement covering the Goods ends.
任何涉及政府要求的更长或更广泛的终止之日。

22.06 Change in Warranty The Buyer (or a Related Company) may change the New Vehicle Warranty or any warranty offered by it covering the Goods. If the change is made after the Production Purchase Contract has been issued, the Buyer will promptly notify the Supplier of the change in a Written Notice. See Section 9.

产品保证变更 买方（或买方关联公司）有权更改新车产品保证或买方提供的涉及商品的任何产品保证。如果产品保证变更发生在产品采购合同释放之后，买方应立即向卖方发出书面通知，告知此类变更。参见第9条。

22.07 Long Term Durability Requirement If the Production Purchase Contract includes a Quality/Reliability Statement of Work, the specifications and requirements in it are in addition to the obligations of the Supplier specified in this Section 22 and Section 23.

长期耐用性要求 如果生产采购合同包含质量/可靠性工作声明，则生产采购合同的规范和要求应作为卖方在第22条和第23条项下义务的补充。

22.08 Warranty Recovery Web-Guide and Warranty Agreements The terms of the Warranty Recovery Web-Guide shall apply in addition to these Global Terms and Conditions in connection with any Goods supplied which do not conform to the warranty requirements described in this Section 22. However, if the Supplier and the Buyer (or any of its Related Companies) have entered into a Warranty Agreement covering the Goods in substitution for the Warranty Recovery Web-Guide, it will specify the extent to which its terms take precedence over the relevant provisions in the Global Terms and Conditions. A Warranty Agreement will not affect the Supplier's obligations under the provisions of Section 22 or Section 23, unless the Warranty Agreement expressly provides otherwise.

供应商二次索赔网络指南与保证协议 供应商二次索赔网络指南条款应作为任何总条款和条件中关于卖方供应的不符合第22条质量保证要求的任何商品的补充并适用。但是，如果卖方和买方（或买方的任何关联公司）签订了关于商品的质量保证协议包含网络指南质量保证内容，则此类质量保证协议应明确其条款在何种程度上优先于通用条款中的有关规定。保证协议不得影响卖方根据第22条或第23条规定而应承担的义务，除非质量保证协议中另有明确规定。

22.09 Claim for Breach of Warranty The Supplier's warranty and any rights of the Buyer to make a claim under it will be effective even if the Buyer has accepted all or a portion of the Goods.

违约索赔保证 卖方的保证和买方根据卖方保证提起索赔的任何权利均有效，即使买方已全部或部分接受了商品。

22.10 Three Guarantees Without prejudice to other provisions under the Purchase Contract, the Supplier undertakes to hold the Buyer harmless regarding the Buyer's compliance with "Three Guarantees" laws and regulations to the extent the Goods provided by the Supplier is concerned.

三包 不影响采购合同项下的其他规定，卖方承诺在涉及到卖方提供的商品范围内，卖方将确保买方在符合“三包”法律法规上不受到伤害。

SECTION 23. RECALLS AND OTHER FIELD SERVICE ACTIONS

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召回与其他现场维修服务

23.01 Early Notification The Buyer or the Supplier, as appropriate, will inform the other about any nonconformity of the Goods as soon as reasonably practicable after it has been discovered and confirm the nonconformity in a Written Notice if requested by the other. The Buyer and the Supplier will cooperate fully with each other to identify the cause of the nonconformity and to develop a plan for the prompt remediation of it.

尽早通知 买方或卖方（如合适）应在发现任何不合格商品之后尽快在合理的时间内告知对方，并根据对方要求以书面通知的形式确认不合格情况。买方和卖方应与对方通力合作，以确定商品不合格的原因，并制定及时修复不合格情况的计划。

23.02 Types of Field Service Actions A **Field Service Action** is a recall or other service action performed by the Buyer, its dealers or other authorised repair facilities. The Buyer may initiate a Field Service Action required by a Government (either mandated or voluntarily agreed upon by the Buyer) or on its own for customer satisfaction or other reasons independent of any Government action.

现场维修服务类型 现场维修服务是指召回，或买方、买方经销商或买方授权修理设施的其他人采取的其他服务行为。买方有权根据政府的要求（法定或买方自愿同意的要求），或自主决定以令客户满意，或为任何政府行为之外的其他原因而发起现场维修服务。

23.03 Field Service Actions If the Buyer determines a Field Service Action is necessary to remedy the nonconformity, it will promptly notify the Supplier. The Buyer will provide this notice prior to the launch of a Field Service Action if it is reasonably practicable for it to do so. The Buyer will provide its rationale for conducting a Field Service Action and review information presented by the Supplier. The Buyer reserves the right to determine all aspects of a Field Service Action, including when to conduct one and its implementation.

现场维修措施 如果买方认为纠正不合格商品一事需要采取现场维修措施，其应立即通知卖方。如果实际情况合理允许，买方应在开始现场维修服务之前向卖方发出此类通知。买方应阐述其采取现场维修服务的基本理由，并审查卖方呈交的信息。买方有权决定现场维修服务行动的各个方面，包括何时采取行动及其实施情况。

23.04 Supplier Liability for Costs The Supplier is liable for all costs and expenses of a Field Service Action to remedy the nonconformity in the Goods. If the Buyer has agreed, as part of a Field Service Action negotiated with a Government, to provide an extended warranty, customer incentives to increase the Field Service Action completion rate, or to take other actions, the Supplier's liability will also include the costs and expenses of these actions. The Buyer will consult with the Supplier in the event of any such Field Service Action in order to assist in mitigating the costs and expenses involved.

卖方承担的费用 卖方应承担为纠正商品不合格情况而采取的现场维修措施导致产生的所有费用和开支。如果买方同意提供延长的保证和客户激励措施以提高现场维修措施的完成比率，并作为与政府协商后现场维修措施的组成部分，则卖方的责任仍应包括此类行动产生的费用和开支。如有此类现场维修措施，买方应与卖方协商，以协助卖方尽可能减少相关的费用和开支。

23.05 Adjustment of Supplier Responsibility Once the Field Service Action has been initiated, the Buyer and the Supplier will negotiate diligently and in good faith on the extent to which the Supplier's financial

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responsibility under Section 23.04 for the Field Service Action may be adjusted, if at all, taking into account the relative degree of fault of the parties.

卖方的责任调整 一旦现场维修措施启动，应考虑各方的相对过失。买方与卖方应就卖方依据第23.04条对关于现场维修措施应担负的财物责任的范围内认真诚意地协商调整程度。

23.06 Interim Field Service Action Cost Recovery Debit At its option, the Buyer may debit the Supplier for up to 50% of the Actual Recall Costs relating to a specific Field Service Action if:

临时现场维修措施费用的追偿 在下列情况下，买方有权向卖方预先追偿因某一具体现场维修措施而产生的最高达实际召回费用50%的金额。

(a) The Buyer has made a good faith determination that the Supplier is likely to be liable for some portion of the total costs of the Field Service Action, taking into account all of the relevant data available at the time, including the assessments of the Buyer and the Supplier concerning their relative fault; and 买方在综合考虑当时可获得的所有有关数据（包括对于买方和卖方的过错的评估）之后，诚信地认为卖方可能须对现场维修服务总费用的某些部分承担责任；及

(b) No agreement has been reached on the allocation of costs within 90 days after the commencement of negotiations. For purposes of this Section 23.06 and Section 23.07 only, the term **Actual Recall Costs** will be limited to the cost of parts and labour actually incurred by the Buyer. These costs will be calculated in accordance with the Buyer's Warranty Recovery Web-Guide. Debits will be made no more often than once a quarter.

双方未在协商开始之后90天内对费用的分摊达成一致意见。仅在第23.06条和第23.07条款情况下，**实际召回费用**限于买方实际发生的零件和人工费用。实际召回费用将根据买方的供应商二次索赔指南计算，该类抵扣至多一季一次。

23.07 Account Adjustment Once the Supplier's share of the Field Service Action cost has been determined under this Section 23, the Buyer will credit or debit the account of the Supplier, as may be appropriate.

账户调整 一旦已经确定卖方应当承担的现场维修措施费用，买方将在第23条的规定下适当地将该笔款项计入卖方账户的贷方或借方。

23.08 No Admission of Liability Neither the Buyer nor the Supplier will be deemed to have admitted that the amount of any Interim Field Service Action Cost Recovery Debit under Section 23.06, is the amount for which the Supplier may ultimately be liable under Section 23.04. The Buyer's rights under Section 23.06 are in addition to any other rights that it may have to recover from the Supplier for any nonconformity of the Goods. Neither party will be deemed to have waived any right it might have against the other party relating to any nonconformity in the Goods.

不承认的责任 买方或卖方均未承认第23.06款下任何临时现场维修措施费用追偿赔款额为第23.04条下卖方最终承担的金额。第23.06条下买方的权利是因不合格商品向卖方追偿的任何其他权利以外的权利。任何一方均不得被认为放弃了因商品任何不合格方面针对另一方的任何权利。

**SECTION 24. INFORMATION PROVIDED TO A GOVERNMENT;
SUBSTANCE AND MATERIALS REPORTING AND COMPLIANCE
向政府提供的信息；物质和材料报告与合规**

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24.01 Government Submissions Involving the Goods The Supplier will promptly notify the Buyer via e-mail if it has provided information to a Government regarding the Goods, including information provided to the U.K. Government, the Government of the People's Republic of China or the U.S. Government.

向政府提交商品相关的信息 如果卖方已向政府提供关于商品的信息，包括提交给英国政府、中国政府或美国政府的信息，卖方应尽快以电子邮件的形式通知买方。

This e-mail notification will include the following information: the date the notification was provided to a Government, the affected Goods (or components of the Goods, as applicable), and the report type (e.g., for reporting to the U.S. Government, an Early Warning Report or Noncompliance Report).

电子邮件通知应包含下列信息：向政府发出通知的日期，受影响的商品（或商品的零件（如合适）），以及报告类型（如，向美国政府报告，预警报告，或不合规报告）。

Upon the request of the Buyer, the Supplier will provide the Buyer (and any Related Company specified by it) with access to and copies of any data, materials or information provided to a Government relating to the Goods, any component or part of the Goods, or any materials or substances used in the Goods or in connection with their production, including any test, manufacturing, field performance or warranty data. The Supplier will provide the information within 10 business days after receipt of the Buyer's request.

经买方申请，卖方应允许买方（和买方指定的任何关联公司）查阅其已向政府提供的关于商品、商品的任何零件或部件、在商品中使用的或与其生产（包括任何测试、制造、现场运作或保证数据）有关的任何材料或物质的任何数据、材料或信息，并提供相关复印件。卖方应在收到买方的要求后，在10个工作日内提供相关信息。

24.02 Government Submissions Involving Derivative Products The Supplier will promptly notify the Buyer, via the method described in Section 24.01, if it has provided information to a Government regarding goods of a comparable or derivative nature to the Goods that the Supplier has supplied to the Buyer or a Related Company, including information provided to a Government. Upon the request of the Buyer, the Supplier will provide the Buyer (and any Related Company specified by the Buyer) with access to and copies of all materials in accordance with Section 24.01.

向政府提交商品衍生产品的相关信息 如果卖方已向政府提供类似于卖方已向买方或买方关联公司提供的商品或衍生品的商品信息，包括按照第24.01条所述类型或种类的提供给政府的信息，须通过第24.01款所述方法及时通知买方。应买方要求，卖方应向买方（和买方指定的任何关联公司）提供第24.01条所要求的所有材料的获取渠道及副本。

24.03 Contract Restrictions If the Supplier is restricted by contract, court order or otherwise from disclosing the information to the Buyer, the Supplier will promptly notify the Buyer in a Written Notice. The Buyer and the Supplier will agree on the steps to be taken by the Supplier to obtain the requested information.

合同约束 如果卖方受合同、法庭命令或其他事宜的限制而不能向买方披露信息，卖方应立即书面通知买方。买方将就卖方需要采取的措施与卖方达成协议，以获得需要的信息。

24.04 Substance and Materials Reporting and Compliance
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- (a) Upon the request of the Buyer or a Related Company of the Buyer, the Supplier will provide it with access to and copies of any data, materials or other information, including any formulas or analyses, that:

应买方或买方关联公司要求，卖方应向其提供涉及以下方面的任何数据包括配方或分析在内的任何数据、材料或其他信息的获取渠道和副本。

(1) Is needed, as determined by the requestor, to enable compliance with any requirement of a Government (either mandated or voluntarily agreed upon by the Buyer or any of its Related Companies) relating to the hazardous, toxic or other content or nature of the Goods, or the ability to recycle the Goods or any component, part or materials in the Goods or in relation to conflict minerals. 请求者认为在遵守政府针对危险商品、有毒商品，或其他内容或性质的商品而设定的要求（法定或买方自愿同意的要求）时，或者在回收商品、商品的任何零件、部件或材料，或相关冲突地区出产的矿产时需要的信息。

(2) If Buyer requests, Seller will promptly furnish to Buyer, in such form and detail as Buyer directs: (a) a list of all ingredients in the goods, (b) the amount of all ingredients, and (c) information concerning any changes in or additions to the ingredients. Prior to, and together with, the shipment of the goods, Seller will furnish to Buyer and all carriers sufficient written warning and notice (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with all special handling instructions, safety measures and precautions as may be necessary to comply with applicable law, to inform Buyer and all carriers of any applicable legal requirements and to best allow Buyer and all carriers to prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing.

如果买方提出要求，卖方应立即按照买方指示的形式和细节向买方提供以下材料：(a) 在商品中的所有材料的列表，(b) 材料的数量，和(c) 关于材料变更或补充的任何信息。卖方应在运送商品之前以及运送商品的同时，向买方和所有承运人提交充分的书面预警和通知（包括在商品、容器或包装上贴上适当的标签），告知商品任何材料或任何部件中带有任何危险材料以及为遵守相关法律要求而需要的所有特殊处理指示、安全措施和防范措施，以提醒买方和所有承运人注意任何适用的法律要求，在最大程度上避免买方和所有承运人在处理、运输、工程、使用或处理商品、容器或包装过程中遭受身体伤害或财产损失。

- (b) The Supplier will comply with the Buyer's requirements relating to the use (or prohibition on use) of certain materials and substances in the Goods (such as CheryJaguar Land Rover Automotive Co., Ltd.'s Restricted Substance Management Standard (RSMS)), and utilise and comply with the Buyer's reporting processes and requirements relating to any data, materials or other information described in Section 24.04(a) (such as the International Material Data System (IMDS)). See the Environmental Web-Guide. 卖方应遵守买方针对商品中某些材料和物质的使用情况而提出的要求（如奇瑞捷豹路虎汽车有限公司的受限物质管理标准（受限物质管理标准）），利用并遵守买方在第24.04(a)条中规定的任何数据、材料或其他信息（如国际材料数据系统）相关的报告流程和要求。参见环境网络指南。

24.05 Confidentiality The Buyer's obligations to treat information provided by the Supplier under this Section 24 as confidential are described in Section 17; however, the Buyer's obligations will not apply to the extent required in order for it or any of its Related Companies to comply with any reporting, certification, or similar requirement of a Government (either mandated or voluntarily agreed upon by the Buyer or any of its Related Companies).

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保密 买方应按照第17条规定对卖方根据第24条提供的信息进行保密。但买方的保密义务不适用于买方或买方的任何关联公司为遵守任何报告、证明、或类似政府要求（法定、买方或买方任何关联公司自愿同意的要求）而需要提供的信息。

SECTION 25. INDEMNIFICATION OBLIGATIONS OF THE SUPPLIER

第25条.卖方的赔偿义务

25.01 Definitions For purposes of this Section 25, Indemnified Person includes the Buyer, its Related Companies, and their directors, officers, and employees. Litigation Costs includes all costs, damages, losses, claims and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) incurred in defending against a claim under Section 25.02.

定义 在第25条中，**受偿人**包括买方、买方关联公司及其各自的董事、高管和员工。**诉讼费**包括根据第25.02条规定为索赔进行抗辩而招致的所有费用、损害、损失、索赔和开支（包括律师、专家和顾问的实际费用、和解费用和判决费用）。

25.02 Supplier's Obligations The Supplier will indemnify and hold an Indemnified Person harmless against all Litigation Costs occasioned by, resulting from, or arising out of any claim by a third party for death, personal injury, or property damage which results from: (a) any defect or alleged defect in the Goods supplied by the Supplier; (b) any noncompliance or alleged noncompliance by the Supplier with any of its representations, warranties or obligations under a Purchase Contract; or (c) any negligence or fault or alleged negligence or fault of the Supplier in connection with the design or manufacture of the Goods.

卖方的义务 对于因第三方就下列事项导致的死亡、人身伤害或财产损失提起索赔而引起、造成或产生的所有诉讼费，卖方应赔偿受偿人并使受偿人免于遭受损害：**(a)** 卖方提供的商品存在任何缺陷或被指控存在任何缺陷；**(b)** 违反或被认为违反采购合同项下做出的任何陈述、保证或义务；或**(c)** 卖方在设计或制造商品的过程中存在任何过失或过错，或被指控存在过失或过错。

25.03 Apportionment of Litigation Costs Upon the filing of any third-party claim against an Indemnified Person that is subject to Section 25.02, the Supplier and the Buyer will, in good faith, attempt to reach agreement concerning whether, notwithstanding the provisions of Section 25.02, it is appropriate under the circumstances of the particular case to apportion Litigation Costs between the Supplier and the Buyer.

诉讼费分摊 在任何第三方向受偿方提起第25.02条项下的索赔后，尽管第25.02条已有相关规定，卖方和买方应诚信协商，以就卖方和买方在特定情形下分摊诉讼费是否合适达成一致意见。

25.04 Factors to be Considered in Apportionment In determining whether and to what extent Litigation Costs should be apportioned between the Supplier and the Buyer under Section 25.03, all relevant factors should be considered, including the relative strength of the claim, whether the claimant alleges solely that the Indemnified Person is vicariously liable for the Supplier's fault (or a defect in the Goods for which the Supplier is primarily responsible), and whether any independent fault alleged on the part of an Indemnified Person consists of a mere failure to discover or guard against the Supplier's negligence or an alleged defect in the Goods. In the absence of an agreement on apportioning Litigation Costs, the terms of Section 25.02 will apply

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分摊费考虑因素 在确定卖方和买方是否根据第25.03条规定分摊诉讼费以及在何种程度上分摊时，应考虑所有有关因素，包括索赔的相对强度，索赔人是否只主张受偿人对卖方的过错（或商品中存在的、主要由卖方负责的缺陷）间接负有责任，受偿人被指控的任何独立过错是否直接导致其未能发现或防范卖方的过失或被指控存在的商品缺陷。若双方未能就分摊诉讼费事宜达成一致，应适用第25.02条规定。

25.05 Work Performed on Premises If the Supplier performs any work on an Indemnified Person's premises or utilises the property of an Indemnified Person, whether on or off the Indemnified Person's premises, the Supplier will indemnify and hold the Indemnified Persons harmless from and against any liability, claims, demands or expenses (including actual fees of attorneys and other professionals) for damages to the property of or injuries (including death) to Indemnified Persons, their employees or any other person arising from or in connection with the Supplier's performance of work or use of the Indemnified Person's property, except for such liability, claim, or demand arising out of the sole negligence of an Indemnified Person.

在经营场所完成的工作 如果卖方在受偿人的经营场所或使用受偿人的财产完成任何工作，无论是在受偿人的经营场所内或外进行，因卖方完成工作或使用受偿人的财产而引起的或与之相关的使受偿人、其员工或任何其他他人招致财产损失或任何伤害（包括死亡），卖方应赔偿受偿人并使受偿人免于承担由此产生的任何责任、索赔、要求或开支（包括律师和其他专业人员的实际费用）。

SECTION 26. TERMINATION FOR CAUSE

因故终止

26.01 Supplier Breach the Buyer may terminate a Purchase Contract, in whole or in part, upon Written Notice to the Supplier if the Supplier fails to comply with any of the requirements of the Purchase Contract. If the noncompliance relates to an obligation of the Supplier that is, in the opinion of the Buyer, capable of cure as described in Section 26.02, the Buyer may terminate under this Section 26.01 only if the Supplier has failed to either: (a) timely cure the noncompliance (as described in Section 26.02); or (b) provide the Buyer with adequate assurances of performance acceptable to the Buyer.

卖方违约 如果卖方未能遵守采购合同中的任何要求，买方有权在书面通知卖方后，全部或部分终止采购合同。如果买方认为卖方违反义务的情况可按照第26.02条规定进行纠正，卖方未能遵守以下任何一项要求，则买方可在根据本条规定终止采购合同：(a)及时纠正不合规情况（参见第26.02条规定）；或(b)向买方提供为买方所接受的充足的履约保证。

26.02 Cure Periods If the Supplier delivers Goods that fail to comply with the requirements of Section 14.01, the cure provisions of Section 14.03 will apply. For all other failures by the Supplier to comply with the requirements of the Purchase Contract, the Supplier will have 10 days (or less if commercially reasonable under the circumstances) after the effective date (as described in Section 44.02) of the Buyer's Written Notice to the Supplier specifying the failure by the Supplier within which to: (a) cure the nonperformance; or (b) provide adequate assurances of performance acceptable to the Buyer.

补救期限 如果卖方交付的商品不符合第14.01条规定的要求，则适用第14.03条的纠正规定。对于卖方未能遵守采购合同上的所有其他要求的情形，卖方的纠正期限应为买方向卖方发出书面通知，载明卖方的违约行为并要求(a)纠正违约情况；或(b)提供为买方所接受的充足的履约保证的生效日（参见第44.02条的规定）之后10天（或根据实际商业情况合理确定的更短期限）。

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26.03 Change of Control The Buyer may terminate a Purchase Contract, in whole or in part, upon Written Notice to the Supplier, if control of the Supplier changes. A change of control includes: (a) the sale, lease or exchange of a substantial portion of the Supplier's assets used for the production of the Goods; (b) the sale or exchange of a controlling interest in the shares of the Supplier; or (c) the execution of a voting or other agreement of control. The Supplier will provide the Buyer with Written Notice of a change of control as soon as reasonably practicable but no later than 10 days after the change of control has become effective. The Buyer will have 60 days from the date the Written Notice from the Supplier is effective (as described in Section 44.02) within which to notify the Supplier of its decision to terminate the Purchase Contract and the effective date of the termination, which will be no sooner than 30 days after the date the Written Notice of termination is effective (as described in Section 44.02).

控制权变更 如果卖方发生控制权变更，买方有权在书面通知卖方后全部或部分终止采购合同。控制权变更包括(a)卖方出售、租赁或交换用于生产商品的绝大部分资产；(b)卖方出售或交换其控股股权或(c)签订投票协议或其他控制权协议。卖方应在控制权变更生效后的合理可行时间内但最迟不晚于控制权生效10天内向买方发出书面通知。买方须在卖方发出的书面通知生效（参见第44.02条规定）后60天内将其终止采购合同的决定和终止生效日期通知卖方。该终止将在终止书面通知生效（参见第44.02条规定）的不少于30天后方能生效。

26.04 Insolvency The Buyer may terminate a Purchase Contract, in whole or in part, upon Written Notice to the Supplier, if the Supplier: (a) becomes insolvent; (b) files a voluntary petition in bankruptcy; (c) has an involuntary petition in bankruptcy filed against it; (d) has a receiver, administrator, liquidator, receiver, administrative receiver or custodian or trustee appointed over the Supplier or its assets; or (e) executes an assignment for the benefit of its creditors. In each case, the Supplier is liable for all actual costs incurred by the Buyer, including those for attorneys, experts, consultants and other professionals.

资不抵债 如果卖方发生下列情形，买方有权在向卖方发出书面通知后全部或部分终止采购合同：(a)资不抵债；(b)自愿提起破产申请；(c)他人对其提起非自愿的破产申请；(d)已为卖方或其资产指定接收人、管理人、清算人、行政接收人、保管人或受托人；或(e)为其债权人的利益签署转让书。在各种情形下，卖方均应承担买方招致的全部实际费用，包括向律师、专家、顾问和其他专业人员支付的费用。

26.05 Excusable Delay The Buyer may terminate a Purchase Contract, in whole or in part, upon written Notice to the Supplier, as described in Section 40.

可免责的延迟 买方有权按照第40条规定，在向卖方发出书面通知后全部或部分终止采购合同。

26.06 Effective Date of Termination Termination under Section 26.01, 26.04, or 26.05 will be effective on the date the Buyer's Written Notice of termination is effective (as described in Section 44.02), unless the Written Notice specifies another date. Termination under Section 26.03 will be effective on the date specified in the Written Notice of termination.

终止生效日期 第26.01条、第26.04条或第26.05条项下的终止于买方的书面终止通知生效（参见第44.02条规定）之日生效，除非书面通知中另有规定。第26.03条项下的终止于书面终止通知中指定的日期生效。

26.07 Amounts Payable by Buyer upon Termination under Section 26.01 In the event of a termination under Section 26.01, the Buyer will pay the Supplier, subject to Section 11, for:

买方根据第26.01条终止应付款项 如果买方根据第26.01条终止，在不违反第11条规定的前提下，买方应向卖方支付：

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- (a) Any unpaid Goods previously delivered and accepted that fully conform to the requirements of the Purchase Contract; and
此前已交付、买方可接受并完全符合采购合同的要求，但未支付费用的商品费用；
- (b) Any outstanding balance owed to the Supplier for Buyer-Owned Tooling that fully conforms to the requirements of the Production Tool Purchase Contract.
完全符合量产模具采购合同要求并由买方有所有权的模具，应向卖方支付未清余额。

26.08 Amounts Payable by Buyer upon Termination under Sections 26.03, 26.04, or 26.05 In the event of a termination under Sections 26.03, 26.04, or 26.05, the Buyer will pay the Supplier, subject to Section 11, for:

买方根据第26.03条、第26.04条或第26.05条终止应付的款项 如果买方根据第26.03条、第26.04条、第26.05条终止，在不违反第11条规定的前提下，买方应向卖方支付：

- (a) Any unpaid Goods previously delivered and accepted that fully conform to the requirements of the Purchase Contract;
此前已交付、买方可接受并完全符合采购合同要求但未支付的商品费用；
- (b) Any outstanding balance owed to the Supplier for Buyer-Owned Tooling that fully conforms to the requirements of the Production Tool Purchase Contract;
完全符合量产模具采购合同要求且由买方拥有所有权的模具应向卖方支付的未清余额；
- (c) Undelivered finished Goods that: (1) fully conform to the requirements of the Purchase Contract; (2) were produced in accordance with delivery or Release schedules approved by the Buyer and outstanding as of the date the termination was effective (as described in Section 26.06); and (3) are transferred to the Buyer in accordance with Section 31.01(c);
属于下列情况的未交付制成品：(1)完全符合采购合同的要求；(2)根据买方交货通知生产，且截止终止生效（参见第26.06条规定）之日仍未支付；及(3)根据第31.01(c)转让给买方；
- (d) Actual costs incurred by the Supplier in protecting the Buyer's property pending delivery or return to the Buyer; and
卖方等待向买方交付或返还的过程中为保护买方财产而实际产生的费用；及
- (e) Any other costs or allowances that the Buyer, in its sole discretion, may elect to pay.
买方自主选择支付的任何其他费用或折让。

26.09 Amounts Payable by the Supplier upon Termination under Section 26 The Supplier will be liable for all direct, incidental and consequential losses, costs, and expenses incurred by the Buyer resulting from any failure by the Supplier to comply with any of the requirements of the Purchase Contract (even if the Supplier has cured the noncompliance under Section 26.02), or from termination by the Buyer under this Section 26, and termination under this Section 26 does not relieve the Supplier from this liability.

卖方根据第26条终止的应付款项 卖方应承担买方由于卖方未能遵守采购合同的要求（即使卖方已根据第26.02条规定纠正不合规情况），或买方根据第26条终止而导致所有的直接、连带或间接损失、费用和开支。根据第26条规定进行终止并不免除卖方的此类责任。

SECTION 27. TERMINATION AT BUYER'S OPTION

买方终止权

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27.01 Termination The Buyer may terminate the Purchase Contract, in whole or in part, at any time and for any or no reason, upon Written Notice to the Supplier. The Supplier may not terminate at its option.

终止 买方可在书面通知卖方后，随时有理由或无理由地全部或部分终止采购合同。卖方不得自主选择终止。

27.02 Effective Date of Termination Termination under this Section 27 will be effective on the date the Buyer's Written Notice of termination is effective, unless the Written Notice specifies another date.

终止生效日期 第27条终止于买方的书面终止通知生效之日生效，除非书面通知中另有规定。

27.03 Amounts Payable to the Supplier In the event of a termination under this Section 27, the Buyer will pay the Supplier, subject to Section 11, for:

应支付款项 如果发生第27条的终止，在不违反第11条规定的前提下，买方向卖方支付：

(a) Unpaid Goods previously delivered and accepted which fully conform to the requirements of the Purchase Contract;

此前已交付、买方可接受并完全符合采购合同的要求但未支付的商品费用；

(b) Any outstanding balance owed to the Supplier for Buyer-Owned Tooling that fully conforms to the requirements of the Production Tool Purchase Contract;

完全符合量产模具采购合同的要求且由买方持有的模具，应向卖方支付未清余额；

(c) Undelivered finished Goods that: (1) fully conform to the requirements of the Purchase Contract; (2) were produced in accordance with delivery or Release schedules approved by the Buyer and outstanding as of the date the termination was effective (as described in Section 27.02); and (3) are transferred to the Buyer in accordance with Section 31.01(c);

属于下列情况的未交付制成品：(1)完全符合采购合同的要求；(2)根据交货通知要求生产，且截止终止生效（参见第27.02条规定）之日仍未支付；及(3)根据第31.01(c)转让给买方；

(d) Actual costs, subject to the limitation in Section 27.04, incurred for work-in-process and raw materials that: (1) are not damaged or destroyed; (2) were not purchased by a third party with the Buyer's prior authorization in a Written Notice; (3) cannot be used by the Supplier to produce goods for itself or other customers; and (4) are transferred to the Buyer in accordance with Section 31.01(c);

在不违反第27.04条限制的前提下，因下列性质的半成品和原材料而实际产生的费用：(1)未损坏或破坏；(2)非买方以书面形式事先授权的第三方采购；(3)卖方不能用之为其自身或其他客户生产商品；及(4)根据第31.01(c)转让给买方。

(e) Actual costs incurred by the Supplier in protecting the Buyer's property pending delivery or return to the Buyer; and

卖方在向买方交付或返还的过程中为保护买方财产而实际产生的费用；及

(f) Any other costs or allowances that the Buyer, in its sole discretion, may elect to pay.

买方完全自主选择支付的任何其他费用或折让。

27.04 Limitation on Costs The Buyer will be liable for costs under Section 27.03(d) only to the extent any work-in-process and raw materials were acquired to complete quantities to be delivered in accordance with delivery or Release schedules approved by the Buyer and outstanding as of the date the termination was effective (as described in Section 27.02).

费用限制 买方仅对第27.03(d)条项下由于按照买方批准的交货通知中的交付数量要求而采购的、截止终止生效（参见第27.02条规定）之日仍未支付费用的任何半成品和原材料承担费用

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SECTION 28. CLAIMS

索赔

28.01 Process for Submitting Claims Any claim seeking a payment from the Buyer as the result of termination under Section 26 or Section 27, non-renewal under Section 8.03, or programme cancellation under Section 29 must be submitted within 90 days after the effective date of termination, non-renewal, or programme cancellation. The claim must include sufficient supporting data to permit the Buyer's auditors to verify and substantiate the claim. The Buyer (and its designated agents) have the right to examine and audit all pertinent items related to the claim, including books, records, facilities, work-in-process, raw materials and inventory. If necessary, the Supplier may request an extension of the submission deadline, provided that it does so within the 90-day submission period. In addition to this Section 28 the terms of the Supplier Financial Claims for Production Requirements Web-Guide shall apply to all such claims.

提交索赔的程序 由于第26条或第27条的终止、第8.03条不续期或第29条项目取消等原因而买方主张支付款项的任何索赔，均须在终止、不续期或项目取消的生效日之后90天内提交。索赔须包含充足的证明数据，以使买方的审计人员能够验证、证实索赔。如有需要，买方（和买方指定的代理）有权检验和审核与索赔有关的所有相关物品，如账簿、记录、设施、半成品、原材料和库存。如有需要，卖方可要求延展材料提交的最后期限，但它必须在这90天的提交期限内提交延期申请。除了第28条规定，生产要求网络指南中，卖方经济索赔的条款对所有此类索赔均适用。

28.02 Payment Not a Waiver Any amount paid by the Buyer for the Goods will not be deemed to be a waiver of any breach by the Supplier or any amount otherwise due to the Buyer under the Purchase Contract. Waiver by the Buyer of any breach by the Supplier on one occasion will not preclude the Buyer from terminating the Purchase Contract for, or constitute a waiver of, any similar breach at another time.

付款不得视为弃权 买方为商品支付的任何款项不得视为其放弃追究卖方的任何违约责任或放弃根据采购合同应向其支付的任何其他款项。买方一次曾经放弃追究卖方的违约责任不妨碍买方因类似违约行为终止采购合同，亦不构成妨碍买方再次放弃追究类似违约行为

28.03 No Other Liability The Buyer has no liability to the Supplier or any Related Company of the Supplier for lost profits, unabsorbed overhead, capital investment, interest expense, product development and engineering costs, facilities and equipment rental or purchase or rearrangement costs, unamortised depreciation costs, penalties, or general or administrative charges, whether incurred directly or indirectly by the Supplier, any of its Related Companies, or their suppliers, except to the extent provided in Section 26 or Section 27.

无其他责任 除了第26条或第27条规定的费用责任以外，买方不对卖方或卖方的任何关联公司下列费用承担责任：利润损失、未分配间接费用、资本投资、利息费用、产品开发和设计费用、设施和设备租赁或购买或重新安排费用、未摊销折旧费用、罚款、一般或行政费用，无论是由卖方、卖方任何关联公司或其各自的卖方直接还是间接导致。

SECTION 29. PROGRAMME CANCELLATION

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项目取消

29.01 Programme Cancellation The Buyer reserves the right to cancel a vehicle, or vehicle-related (e.g., powertrain), programme for which the Supplier has been issued a Purchase Contract to supply the Goods. The Buyer's right to do so is in addition to any other termination rights it may have under the Global Terms and Conditions.

项目取消 买方有权取消车辆，与车辆相关的事项（如动力总成系统），或买方已向卖方释放采购合同要求供应商品的项目。买方的该权利是对买方根据总条款和条件有权享有的任何其他终止权利的补充。

29.02 Process for Submitting Claims If, as the result of a cancellation under Section 29.01, the Supplier believes it is entitled to reimbursement of any of its costs, it may submit a claim to the Buyer in accordance with the process specified in Section 28.01. Costs for which the Buyer may consider reimbursement are those specified in Section 27.03.

提交索赔程序 在买方根据第29.01条取消项目后，如果卖方认为其可获偿有关费用，则其应根据第28.01条规定的程序向买方提出索赔。买方考虑偿付的费用为第27.03条中规定的费用。

SECTION 30. POTENTIAL ADJUSTMENT OF SUPPLIER FINANCIAL RESPONSIBILITY

卖方经济责任的潜在调整

30.01 No Obligation the Buyer has no obligation to compromise a claim or an amount owed to the Buyer arising from a breach by the Supplier however the Buyer shall take such reasonable steps as are commercially available to it to mitigate against the effects of any breach by the Supplier. **无义务** 买方没有义务就卖方的违约行为而使其遭受的索赔或款项作出妥协，但买方将采取商业上可行的合理措施，以减少卖方的违约行为造成的影响。

30.02 Factors Considered The Buyer may elect to reduce the amount for which the Supplier may otherwise be financially responsible. If the Buyer elects to do so, it will take into account one or more of the following factors:

考虑因素 买方有权减少卖方应承担的经济数额。如果买方选择减少卖方承担的经济数额，其应考虑以下一个或多个因素：

- (a) The extent and timeliness of the cooperation of the Supplier, including the early identification and resolution of any potential or actual nonconformity of the Goods;
卖方配合程度和及时性，包括对任何潜在或实际存在的不合格商品进行早期识别并解决；
- (b) The volume of business, tenor, value and length of the relationship with the Supplier;
与卖方进行的业务量、与卖方之间关系的主旨、价值和期限；
- (c) The extent of the Supplier's participation in Team Value Management (TVM) initiatives and other programmes of the Buyer;
卖方参与团队价值管理举措的主动程度和参与买方其他项目的程度；
- (d) The financial health of the Supplier; and
卖方的财务状况；及

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- (e) Any other factor the Buyer believes to be relevant.
 买方认为相关的任何其他因素。

SECTION 31. SUPPLIER'S OBLIGATIONS ON EXPIRATION OR TERMINATION
到期终止或提前终止时卖方义务

31.01 Actions by Supplier Upon the expiration or termination of the Purchase Contract, the Supplier will:
 卖方采取的行动 采购合同到期或终止时, 卖方应:

- (a) Take all actions necessary to protect any of the Buyer's property in the possession of the Supplier or its suppliers and subcontractors;
 采取所有必要措施保护由卖方或其卖方或分包商持有的买方所有财产;
- (b) Cooperate with the Buyer to help avoid production disruptions while the production of the Goods is being resourced to another supplier;
 在商品的生产转移给另一家卖方的过程中, 配合买方以避免生产中断;
- (c) At the Buyer's option, in respect of Goods agreed to be acquired by Buyer, either: (i) transfer title and possession to the Buyer of the Goods, work-in-process and raw materials that the Buyer has agreed to acquire from the Supplier and return Tooling and other property of the Buyer; or (ii) in the respect of Goods, shall: (a) transfer title of the Goods to Buyer, (b) mutilate such Goods so they are put beyond use, (c) scrap the resulting mutilated Goods, and (d) upon request of the Buyer, provide certification and evidence satisfactory to Buyer that all Goods were so mutilated and scrapped;
 就买方同意采购的商品而言, 买方可以选择采取以下任何一种行动。(i) 将买方同意从卖方购买的商品、半成品和原材料转移所有权及控制权, 归还买方的模具和其他财产; 或(ii) 涉及到商品, 应(a)转移所有权给买方; (b)破坏商品使其不能再用; (c)将破坏的商品销毁; 和(d)根据买方要求, 提供所有商品已经破坏和销毁的买方满意的证据和证明。
- (d) Terminate all Purchase Contracts and subcontracts related to work to be performed after the effective date of any expiration or termination; and
 在到期或终止生效日后终止和待完成的工作相关的所有采购合同和分包合同。
- (e) Cease all work under the Purchase Contract unless directed otherwise by the Buyer.
 停止采购合同所有工作, 除非买方另有指示。

SECTION 32. AUDIT RIGHTS AND FINANCIAL INFORMATION
审计权利和财务信息

32.01 Supplier Records and Facilities If requested by the Buyer, the Supplier will permit the Buyer (which, for purposes of this Section 32.01, includes its authorised representatives) to:

卖方记录和设施 经买方要求, 卖方应允许买方(为第32.01条之目的, 包括买方的授权代表):

- (a) Examine all pertinent documents, data and other information relating to the Goods, Tooling, the Supplier's obligations under the Purchase Contract, any payment made to the Supplier or any claim

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made by the Supplier. Without prejudice to the foregoing, the Supplier shall provide the Buyer with copies of such documents, data and information upon the Buyer's request;

检验与商品、模具和卖方在采购合同下的义务有关的所有相关文件、数据和其他信息，以及应向卖方支付的任何款项或卖方提起的任何索赔。在不限制前述规定的前提下，卖方应在买方提出要求后，向买方提供此类文件、数据和信息的复印件；

(b) View any facility or process relating to the Goods or the Purchase Contract, including those relating to production quality; and

审查与商品或采购合同有关的任何设施或程序；及

(c) Audit any facility or process to determine compliance with the requirements of the Purchase Contract, including those under Section 12, Section 35, and Section 37.

审核任何设施或程序，以判定是否符合采购合同的要求，包括第12条、第35条和第37条要求。

Save where Buyer requires immediate access to any facility or process as a result of a material supply or quality issue relating to the supply of such Goods, and in which circumstances the Supplier shall provide such immediate access, any examination under this Section 32.01 will be conducted during normal business hours and upon 7 days advance Written Notice to the Supplier.

在发生所提供商品的重大供应或质量问题时，如买方要求立即进入任何设施或程序，卖方应立即提供通道，第32.01条要求的其他任何检查应在买方提前7天书面通知卖方后的正常营业时间内进行。

32.02 Subcontractor Records and Facilities If requested by the Buyer, the Supplier will use its best efforts to permit the Buyer to obtain from the subcontractors of, and vendors, to the Supplier the information and permission to conduct the reviews specified in Section 32.01, regardless of any other right the Buyer may have to that information or facilities.

分包商的记录和设施 经买方要求，卖方应尽最大努力帮助买方从卖方的分包商和销售商处获得信息并按照第32.01条开展审查。尽管买方对此类信息或设施已经享有其他权利。

32.03 Supplier Financial Reports If requested by the Buyer, the Supplier will provide to the Buyer's Purchasing department the most current Financial Reports: (a) for the Supplier; and, (b) for any Related Company of the Supplier involved in producing, supplying, or financing the Goods or any component part of the Goods. **Financial Reports** include income statements, balance sheets, cash flow statements and supporting data. The Buyer's Purchasing department may use Financial Reports provided under this Section 32.03 only to assess the Supplier's ongoing ability to perform its obligations under the Purchase Contract and for no other purpose, unless the Supplier agrees otherwise in writing.

卖方的财务报告 买方要求，卖方应向买方的采购部提供下列最新的财务报告：(a)卖方的财务报告；及(b)任何参与生产、供应或资助商品或商品的零部件的卖方关联公司提供的财务报告。**财务报告**包括损益表、资产负债表、现金流量表和支持数据。买方的采购部对根据第32.03条规定提供的财务报告仅用于评估卖方履行采购合同的持续性能。不得用于其他目的，除非卖方书面同意。

32.04 Time of Disclosure If the Supplier is a publicly traded company, the Supplier will provide Financial Reports to the Buyer under Section 32.03 at the time it is permitted to do so under applicable law and the rules of the appropriate stock exchanges.

披露时间 如果卖方是上市公司，根据第32.03条规定向买方提供财务报告时，其应在适用法律和证券交易所规则允许的情况下提供。

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32.05 Confidentiality The Buyer's obligations to treat information provided to its Purchasing Controller's Office under Section 32.03 as confidential are described in Section 17.

保密性 买方应按照第17条规定，对根据第32.03条规定向其采购控制部提供的信息进行保密。

32.06 Records Retention The Supplier will keep all relevant documents, data and other written information for at least 2 years following: (a) in the case of the Goods, the later of the last delivery of the Goods or the date of the final payment to the Supplier under the Purchase Contract; and (b) in the case of Tooling, the later of the date of completion of the Production Part Approval Process (PPAP), the date of submission of the Part Submission Warrant (PSW), or the date of final payment. The Buyer may make copies of these materials.

记录保存 卖方应至少保存所有相关文件、数据和其他书面信息两年，自下列日期起算：(a)就商品而言，商品的最后交付日期或根据采购合同向卖方支付最后一笔款项日期（以较晚时间为准）；及(b)就模具而言，生产零件批准程序的完成日，或零件提交保证书的提交日，或最后一笔款项的支付日（以较晚时间为准）。买方有权复制此类材料。

SECTION 33. SERVICE PARTS

维修配件

33.01 Supply Obligation If requested by the Buyer, the Supplier will supply Service Parts and Component Parts to the Buyer and its Related Companies to meet their current model year and past model year Service Parts and Component Parts needs. The term Service Parts refers to the Goods that the Buyer or its Related Companies may offer for resale to its dealers and others as service or replacement parts or as accessories. The Buyer or its Related Companies may also offer for resale individual component parts of the Goods. These are referred to as Component Parts.

供货义务 如买方要求，卖方须向买方及其关联公司供应维修配件和零部件，以满足买方及其关联公司本年度车型和以往车型的维修配件和零部件需要。**维修配件**是指买方或其关联公司采购的，作为维修配件或替换配件或附件转售给经销商和其他方的商品。买方或其关联公司也可以转售商品的单独零部件。即**零部件**。

33.02 Price for Current Model Year Service Parts The price for current model year Service Parts will be no greater than the price specified in the Production Purchase Contract for the Goods used in production plus the actual net cost differential for required unique packaging, shipping and handling.

本年度车型维修配件的价格 本年度车型维修配件的价格不得高于生产采购合同中就生产所用商品确定的价格与需要特殊包装、运输和处理过程中产生的实际净成本差额的总和。

33.03 Price for Current Model Year Component Parts The price for current model year Component Parts will be no greater than the Supplier's actual production or acquisition cost for the Component Parts plus (a) the actual net cost differential for required unique packaging, shipping and handling, and (b) an appropriate fee for services to be negotiated in good faith by the Buyer and the Supplier. In no case, however, will the total price of all Component Parts of the Goods, less the total costs for those Component Parts specified in (a) and (b), exceed the Production Purchase Contract price for the Goods less actual assembly costs.

本年度车型零部件的价格 本年度车型零部件的价格不得高于卖方零部件的实际生产或购置费用加上(a)特殊包装费、运输费和手续费的实际成本以及(b)经买方和卖方诚意协商的适当的服务费用的总和。但是，所有零部

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件的总价减去(a)和(b)条款中列明的零部件的全部费用,不得高于“生产采购合同”里的商品价格减去实际装配费用金额。

33.04 Price for Past Model Year Service Parts The price for past model year Service Parts will be no greater than the price specified in the Production Purchase Contract for the Goods used in production plus the actual net cost differential for required unique packaging, shipping and handling.

以往年度车型维修配件价格 以往年度车型维修配件的价格不得高于生产采购合同中就生产所用商品指定的价格以及需要特殊包装、运输和处理过程中产生的实际净成本差额的总和。

33.05 Price for Past Model Year Component Parts The price for past model year Component Parts will be a price no greater than the Supplier's actual production or acquisition cost for the Component Parts plus (a) the actual net cost differential for required unique packaging, shipping and handling, and (b) an appropriate fee for services to be negotiated in good faith by the Buyer and the Supplier.

以往年度车型零部件的价格 以往年度车型零部件的价格不得高于卖方零部件实际生产或购置费用加上(a)要求特殊包装、运输和处理过程中产生的实际净成本差额的总和和(b)经买方和卖方诚意协商的适当的服务费用的总和。

33.06 Price Changes If the Supplier or the Buyer believes a change in pricing (up or down) is warranted for past model year Service Parts or Component Parts due to significant and ongoing changes in volume, component or raw material costs, or manufacturing costs, it may file a price change request with the Buyer or the Supplier as appropriate.

价格变更 如果卖方或买方认为由于重大且持续的产量、零部件或原材料成本或制造成本的变动,对以往年度型号的配件或零部件价格作变动(上下浮动)是正当的,则可由买方或卖方提出适当的价格变动要求。

33.07 Supporting Documentation The party requesting the price change will provide volume data, actual invoices, published price changes, price change requests from suppliers, and other information reasonably requested by the other party to substantiate the requested price change. The parties will promptly negotiate in good faith the terms of any price change.

相关支持文件 要求价格变动的一方须向对方提供产量数据、实际发票、已公布的价格变动、其卖方提出的价格变动要求以及另一方合理要求的其他资料,以证明和支持其要求的价格变动要求。各方应及时就任何价格变更条款进行诚意协商。

33.08 Prices for Buyer's Related Companies The prices of Service Parts and Components Parts supplied to the Buyer will also apply to Service Parts and Component Parts supplied to the Buyer's Related Companies, except that the prices will be adjusted (either up or down) to account for any actual net cost differential for the presence or absence of any unique packaging, shipping and handling required for supply to the Related Company (as compared to that required for supply to the Buyer).

适用于买方关联公司的价格 除非由于向关联公司的供货含有任何特殊包装、运输和和装卸等问题与向买方供货相比带来的任何实际净成本变动而需调整价格(或上或下)以外,提供给买方的维修配件和零部件的价格同样也适用于提供给买方关联公司供应的维修配件和零部件的价格。

33.09 15 Year Past Model Year Supply Obligation If requested by the Buyer, the Supplier will supply past model year Service Parts and Component Parts for up to 15 years following the end of production of the

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current model year for the Goods. If the Buyer or any of its Related Companies has a legal obligation to make the Service Parts or Component Parts available for a longer period, the Buyer will so advise the Supplier. The Supplier will supply the Service Parts or Component Parts for this longer time period.

15年以往年度车型的供货义务 如买方要求, 卖方须在本年度车型的商品生产完成后15年内向买方供应以往年度车型的维修配和零部件。如果买方或其任何关联公司有在更长的时间内供应该配件或零部件的法律义务, 则买方应告知卖方。卖方也须相应延长供应该维修配件或零部件的时间。

33.10 Discontinuance of Supply If requested by the Buyer, the Buyer and the Supplier will negotiate, in good faith, for the supply of the Service Parts and Component Parts beyond the applicable time period specified in Section 33.09. If, despite good faith negotiations, the parties are unable to agree on supply beyond that time period and the Supplier elects to discontinue supply beyond that time period, it will provide the Buyer with Written Notice to that effect sufficiently in advance of the expiration of the required supply period to enable the Buyer and its Related Companies to resource supply in a timely and orderly manner. Without prejudice to the foregoing, in no case will the Supplier's Written Notice be provided less than 12 months prior to the expiration of the required supply period. In all cases, the Supplier will consult with the Buyer's activity responsible for purchasing service parts and component parts prior to giving its Written Notice to ensure that it will be timely, and the parties will confirm in writing their agreement to the Supplier's Written Notice period.

中止供货 应买方要求, 买方和卖方将以诚信的态度对第33.09条规定的适用期限之外的维修配件和零部件的供应事宜进行协商。如果双方在诚信协商之后仍不能就适用期限之外的商品供应达成一致, 且卖方决定在超期之后中止供货, 其须向买方提供书面中止通知, 并在要求供货期中止之前保证充足的时间以供买方及其关联公司及时有序地找到新的供货源。在不影响前述规定情况下, 卖方绝不应在规定的供货期限满前不足12个月内发出中止供货通知。无论如何, 卖方应在发出书面中止通知之前与买方负责采购维修配件和零部件部门磋商, 以保证及时准备。并且双方应以书面形式对同意卖方的书面通知期限予以确认。

33.11 Alternative Sourcing If the Supplier elects to discontinue supply under Section 33.10, it will, if requested by the Buyer: (a) work diligently with the Buyer to identify an alternative source of supply that is acceptable to the Buyer; and (b) identify the Supplier's component-part and raw-material suppliers relating to the Goods. In addition, the Supplier will supply the Buyer and its Related Companies during the transition period to the new supply source for up to 12 months after the expiration of the required supply period specified in Section 33.09. If a transition period longer than 12 months is required, the Buyer and the Supplier will negotiate in good faith on the terms and conditions of any longer transition period.

替代货源 如果卖方根据第33.10条规定中止供应, 应买方要求, 卖方应(a)与买方共同尽力确定可为买方接受的替代供货源, (b)确定供货商与商品有关的零部件和原材料卖方。此外, 卖方应在第33.09条规定的要求供货期限中止后, 卖方在新货源过渡期间仍应向买方及其关联公司供货12个月。如果过渡期长于12个月, 买方和卖方应就延长过渡期限的条款进行诚意协商。

33.12 Separate Purchase Contract If a separate Purchase Contract is issued by the Buyer or any of its Related Companies to the Supplier for Service Parts or Component Parts (such as, for example, where the Buyer's activity responsible for purchasing service parts issues a separate Purchase Contract to the Supplier for the Service Parts or Component Parts), the Global Terms and Conditions will apply to the separate Purchase Contract. The requirements of this Section 33 under the original Production Purchase Contract will, however, continue to apply unless the parties specifically agree otherwise in writing.

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单独采购合同 如果买方或买方任何关联公司向卖方释放了维修配件或零部件的采购合同（如，买方负责采购维修配件部件向卖方释放一份单独的维修配件或零部件采购合同），则通用采购条款与条件将适用此份单独的采购合同。但是，除非双方另行特别书面议定，否则在原始生产采购合同下的第33条规定仍将继续适用。

33.13 Aftermarket Web-Guide The terms of the Aftermarket Web-Guide shall apply in relation to the supply of Service Parts and/or Component Parts.

售后网络指南 售后网络指南的规定适用于维修配件和/或零部件的供应。

33.14 Service and Replacement Parts During the term of this Purchase contract, Seller will sell to Buyer goods necessary to fulfill Buyer's service and replacement parts requirements to Buyer's customers at the then current production price(s) under this Purchase Contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that will not, in the aggregate, exceed the price of the system or module less assembly costs. If this Purchase Contract is in effect at the end of the vehicle production program into which the goods covered by the Purchase Contract are incorporated, Seller will also sell goods to Buyer to fulfill Buyer's and its customers' service and replacement parts requirements during the ten (10) year period following the end of such vehicle production program (the "Post-Production Period"), and this Contract will automatically remain in effect during the entire Post-Production Period. During the initial five (5) years of the Post-Production Period, the price(s) for such goods will be the production price(s) which were in effect at the commencement of the Post-Production Period. For the remainder of the Post-Production Period, the price(s) for such service goods will be as reasonably agreed to by the parties. If requested by Buyer, Seller will also make service literature and other materials available at no additional charge to support Buyer's service activities.

维修配件和更换零件 在本采购合同期限内，卖方应按采购合同规定的当前生产价格向买方出售商品，以满足买方向买方客户出售维修配件和更换零件之需。如果商品为系统或模块件，则卖方应以不超过系统或模块件的价格减去组装成本的价格，出售系统或模块件中涉及的零件或部件。如果采购合同在安装有本采购合同规定的商品的车辆生产项目结束时有效，卖方须在此车型生产项目结束后十（10）年（简称“停产后期”）内向买方出售商品，以满足买方及其客户的维修配件和更换零件需要，且本采购合同在整个停产后继续有效。在停产后的首个五（5）年内，此类商品的价格应为停产开始时有效的生产价格。对于停产后的其余时间，此类售后商品的价格应由双方合理约定。应买方要求，卖方应向买方提供服务文献和其他可用材料，以支持买方的服务活动，但不得收取额外费用。

SECTION 34. TOOLING AND OTHER PROPERTY OF THE BUYER

买方模具及其他财产

34.01 General Application This Section 34 governs Tooling, Returnable Containers and Other Property owned by the Buyer (defined for the purposes of this Section 34 to include its Related Companies). The term Tooling means all prototype and production tools, dies, fixtures, jigs, gauges, molds, patterns and related software purchased by the Buyer under Production Tool Purchase Contracts (defined for the purposes of this Section 34 to include Prototype Tool Purchase Contracts). Tooling includes all accessions, appurtenances, modifications, repairs, refurbishments, and replacements to the Tooling and any related drawings. Returnable Containers consist of returnable racks, bins, and other containers that

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are owned by the Buyer. Other Bailed Property consists of equipment, materials or other items owned by the Buyer that are placed in the possession or control of the Supplier for its use in connection with the Goods. The provisions in this Section 34 that apply to Tooling will apply equally to Returnable Containers and Other Bailed Property. It is the Buyer's standard policy to pay for Tooling as a lump sum in line with Section 34.04 and not to amortise the cost of such Tooling into the piece price for the Goods, unless expressly agreed otherwise in writing and, in which case, the Supplier-Owned Tooling Web-Guide shall apply.

一般应用 第34条规定适用于买方（第34条中包括其关联公司）所拥有的模具、可回收容器或其他财产。**模具**是指买方按照量产模具采购合同（第34条中包括样件模具采购合同）采购的全部原型和模具、冲模、夹具、钻模、量具、铸模及相关软件。模具包括模具的所有附加物、辅助工具、变更、维修、整修和替换以及任何相关图纸。**可回收容器**是指买方所拥有的可回收货架、料箱及其他容器。**其他托管财产**是指买方所拥有的交由卖方使用、控制以生产商品的设备、材料或其他物品。第34条适用于模具的规定同样适用于可回收容器和其他物品。买方采用的标准做法是根据第34.04条的规定一次性付清支付模具费用，而不是在商品的单位价格中摊销模具成本，除非另有明确的书面协议，在后一种情况下，应适用卖方所有的模具网络指南。

34.02 Production Tool Purchase Contract If the Buyer issues a Production Tool Purchase Contract in connection with the Production Purchase Contract, the Supplier will design and fabricate, rework, or acquire, and in all cases install Tooling that fully conforms to the specifications and other requirements of the Production Tool Purchase Contract. The Tooling may not contain or be marked in any manner with the name of any person or entity other than the Buyer.

量产模具采购合同 如果买方签发与生产采购合同相关的模具采购合同，则卖方应设计、制造、再加工、或获取以及在任何情况下按装完全符合模具采购合同所列技术规范和其他要求的模具。模具不应包含或以任何方式标记买方之外的任何个人或实体的名称。

34.03 Tooling Capacity The Tooling must be capable of producing the Volume Projections for the Goods during the life of the part as well as satisfying the requirements for Service Parts under Section 33.

模具产能 模具在其有效使用期间内应能满足商品产量预测的要求包括第33条维修配件的要求。

34.04 Completion and Payment The Supplier, at its own expense, will manufacture the requisite number of sample Goods using the Tooling in order to successfully complete the Buyer's Production Part Approval Process (PPAP) and submit the Part Submission Warrant (PSW). The Tooling will be completed when the necessary samples have been submitted and approved by the Buyer. The Supplier has no claim for payment and may not issue an invoice in respect of such payment until: (a) the Tooling is completed; and (b) the Part Submission Warrant, Schedule of Tooling, a colour photograph of the finished Tooling, a supply chain map, a manufacturing process map, a capital equipment map (describing the capital equipment required to make the Goods), and any other necessary documentation have been submitted to the reasonable satisfaction of the Buyer.

完工和付款 卖方应在自己承担费用的情况下，使用模具制作必要数量的商品样品，以成功完成买方的生产零件批准程序，并提交零件提交保证书。当提交所需的样品并得到买方认可后，模具便告完成。在下列事项完成之前，卖方不得要求付款或签发发票：**(a)**模具完工；及**(b)**零件提交保证书模具计划表、模具成品的彩色图、供应链流程图、制造过程图、资产设备图（说明制造商品所需的资产设备）以及任何其他必备文件以买方满意的方式提交。

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34.05 Schedule of Tooling Following the completion of the Tooling (and when requested by the Buyer from time to time) the Supplier shall submit a **Schedule of Tooling** to the Buyer which shall either be in the Buyer's then current standard format or shall, as a minimum, contain: (a) the technical specification of the Tooling, including the dimensions of the Tooling and the material specification of the Tooling; (b) the design specification of the Tooling, including all drawings of the Tooling; (c) the part numbers manufactured using such Tooling; (d) the applicable Production Tool Purchase Contract(s); and (e) the location of each item of Tooling.

模具计划 在模具完工后（买方随时要求的时间内），卖方应向买方提交一份**模具计划表**，格式应按照买方当时的标准格式，应至少包含以下内容：(a) 模具的技术规范，包括模具的尺寸规范和材料规范；及(b) 模具的设计规范，包括模具的所有图纸；(c) 使用该模具制造的部件数量；(d) 适用的量产模具采购合同；及(e) 模具各项目的位罝。

34.06 Status Reports The Buyer, at any time, may ask the Supplier to provide status reports on the construction or acquisition of the Tooling. Each status report will identify the Tooling, identify any subcontractors working on the Tooling, state the percentage of completion of the Tooling, and state the percentage of sunk costs already expended.

进度报告 买方有权随时要求卖方提供模具制造或采购的进度报告。每份状况报告中应指明模具，指明工程模具的任何分包商的工作，载明模具的完成比例和已支出的沉没成本的比例。

34.07 Notice of Potential Delay in Completion If, at any time, the Supplier believes that the Tooling might not be completed by the completion date specified on the Production Tool Purchase Contract, the Supplier will notify the Buyer by Written Notice as soon as practicable. Sending this notice will not relieve the Supplier of either its obligation to complete the Tooling on the completion date or its liability for any additional costs incurred by the Supplier or the Buyer as a result of any delay, unless the Buyer agrees otherwise in a Written Notice.

可能延迟完工通知书 如果卖方在任何时候认为模具可能无法在量产模具采购合同规定的完工日完工，在可行的情况下，应尽快书面通知买方。除非买方书面通知同意此延迟，否则发出此通知并不能免除卖方在完工日完成模具的责任，也不免除其承担卖方或买方因任何延迟而引起的任何额外成本的责任

34.08 Supplier Warranty The Supplier warranty for Tooling is the same as for the Goods under Section 22.01
卖方产品保证 卖方的模具保证与第22.01条规定的商品保证相同。

34.09 Ownership of Tooling The Buyer becomes the sole owner of all Tooling as soon as it is fabricated or acquired by the Supplier. The Buyer takes title to the Tooling even if the Supplier has not yet been paid for the Tooling. Ownership by the Buyer will not relieve the Buyer of its obligation to pay for the Tooling nor affect any claim of the Supplier for payment under a Production Tool Purchase Contract.

模具所有权 一旦模具制造完成或获得模具，买方即成为所有模具的唯一所有人。买方取得模具的所有权，即使卖方尚未收到模具的货款。买方的所有权并不免除买方对模具的付款义务，也不影响卖方根据量产模具采购合同项下的任何付款要求。

34.10 Possession and Control Tooling is in the possession or control of the Supplier as a bailment from the Buyer. The Supplier acknowledges that it is a bailee-at-will of the Tooling.

占有和控制 受买方的委托，模具由卖方委托占有和控制。卖方确认其是买方可随时取回模具的受托人。

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34.11 Toolmakers If all or part of the fabrication, modification, repair or refurbishment of the Tooling will be subcontracted to a third-party toolmaker, the Supplier will: (a) inform the Buyer in advance in a Written Notice of the identity of the toolmaker and the location of the Tooling; (b) inform the toolmaker in writing that it is a bailee-at-will, through the Supplier, of Tooling owned by the Buyer; and (c) be solely responsible for payments to the toolmaker.

模具制造者 如果模具制造、修改、修理或翻新的全部或部分工作分包给了第三方模具制造者，卖方应：(a) 事先向买方发出书面通知，告知模具制造者的身份和模具的位置；(b) 书面告知模具制造者：其为买方所拥有模具的受托人；及(c) 独立承担对模具制造者的付款义务。

34.12 Subcontractors If the Supplier intends to subcontract all or part of the manufacture of the Goods to a third-party subcontractor and to locate Tooling on the subcontractor's premises, the Supplier will: (a) inform the Buyer in advance in a Written Notice of the identity of the subcontractor and the location of the Tooling; (b) obtain the written permission of the Buyer in advance of the Supplier's doing so; (c) inform the subcontractor in writing that it is a bailee-at-will, through the Supplier, of Tooling owned by the Buyer; and (d) be solely responsible for payments to the subcontractor.

分包商 如果卖方意欲将商品的全部或部分制造工作分包给第三方分包商，并将模具放置于分包商的经营场所，卖方应：(a) 事先向买方发出书面通知，告知分包商的资质和模具的位置；(b) 在此之前须获得买方的书面同意；(c) 书面告知分包商：其为买方拥有所有权的模具的买方可随时取回模具的受托人；；及(d) 独立承担对分包商的付款义务。

34.13 No Rights or Liens The Supplier has no property or other rights in the Tooling. The Supplier has no power to transfer any rights or grant a security interest in the Tooling to a third party. The Supplier waives: (a) any lien that it might have or otherwise be able to assert against the Tooling for work done on the Tooling or otherwise, and (b) any objection to the Buyer's repossession and removal of the Tooling for any or no reason, including bankruptcy or insolvency proceedings.

无权利或留置权 卖方对模具不享有所有权或其他权利。卖方无权向第三方转让模具的任何权利或授予第三方担保物权。卖方放弃：(a) 因对模具所完成的工作或其他理由而对模具可能享有的或声称拥有任何留置权，和 (b) 以任何理由（包括破产或资不抵债）或无理由拒绝买方取回和搬移模具。

34.14 Third-Party Claims The Supplier will defend and indemnify the Buyer for all costs incurred (including actual fees for attorneys, consultants and experts) in connection with any Adverse Claim. An Adverse Claim is one that challenges the Buyer's sole right, title and interest in the Tooling, or right to possession of the Tooling, brought by any third party, including toolmakers, subcontractors, and lending institutions.

第三方索赔 卖方应为买方辩护并赔偿买方任何及所有与异议相关的费用（包含全部律师、顾问和专家费用）。**异议**是指任何第三方（包括模具制造者、分包商和信贷机构）提起的、质疑买方对模具享有的独占权、所有权和利益或拥有模具的权利提出的异议。

34.15 Presumption of Buyer Ownership In any dispute involving ownership of the Tooling, there is a rebuttable presumption that the Buyer is the sole owner of the Tooling. If requested by the Buyer, the Supplier will assign to the Buyer any present or future claim the Supplier may have against any third party (including toolmakers) concerning the Tooling.

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买方所有权推定 在涉及模具所有权的任何争议中，应不可置疑地推定买方是模具的唯一所有权人如果买方要求，卖方应向买方转让其现在或将来可能对任何模具的第三方（包括模具制造者）提起的关于模具的索赔。

34.16 Tool Purchase Price Unless a Production Tool Purchase Contract is expressly stated on the face of it to be issued on a fixed-price basis, the price of the Tooling will not exceed the lower of: (a) the maximum amount reimbursable specified on the Production Tool Purchase Contract; (b) the Supplier's actual costs of acquiring the Tooling from a toolmaker without Supplier's markup; or (c) the Supplier's actual costs of fabrication of the Tooling in accordance with the Buyer's guidelines provided to the Supplier.

模具采购合同采购价格 除非量产模具采购合同明确基于固定价格而制定，否则模具的价格不得超过以下金额的最低价格水平：(a) 量产模具采购合同规定的最高偿付金额；(b) 卖方从模具制造者处采购模具的未加价的实际成本，；或(c) 卖方根据买方向其提供的规格进行制造模具加工的实际成本。

34.17 Payments for Tooling For precaution of adverse claim in respect of Buyer Ownership, Certain preconditions precedent, among others, of Payments made by the Buyer to the Supplier for the Tooling built by a toolmaker are :1) The Buyer has already received a written confirmation from Tool maker stating that the ownership of the Tooling has already been duly transferred to the Supplier and there is no encumbrances on it; and 2) the Tooling has been finally accepted by the Buyer at the Supplier's or its subcontractor's facilities where the Goods shall be produced and The Buyer has already received a written confirmation from the Supplier stating that the ownership has been duly transferred to the Buyer and there is no encumbrances on it. If a toolmaker brings an action against the Supplier for payment of the Tooling, the Supplier will not join the Buyer in the action, and the Supplier will indemnify the Buyer under Section 34.14.

模具的款项 为避免就买方的所有权提出异议，买方就模具制造者生产的模具付款的其中某些先决条件是：1) 买方已经收到模具制造者的确认函，确认模具所有权已合法转移给了卖方且无任何负担；和2) 模具已在商品准备生产的卖方或其分包商的设施处进行了终验收且买方已经收到的确认函，确认模具所有权已合法转移给了买方且无任何负担。如果模具制造者就模具款项向卖方提起诉讼，卖方不得在诉讼中追加买方，并应根据第34.14条规定对买方进行赔偿。

34.18 Restrictions on the Use of Tooling The Supplier has the obligation to use the Tooling solely in the production of the Goods. The Supplier will not use the Tooling for any purpose other than as provided under the Global Terms and Conditions, including the production, manufacture, sale or design of after-market parts, unless specifically authorised in a Written Notice by the Buyer or as may be required to comply with a Government Requirement. The Supplier shall not produce, sell or deliver to any party other than the Buyer, goods (including any Goods rejected as defective or due to overshipment) that are the same as the Goods.**模具使用限制** 卖方有义务将模具专用于商品生产中。除非由买方通过书面通知明确授权或必须遵从政府要求，否则卖方不得将模具用于通用条款与条件规定之外的任何用途，包括售后市场用的零部件的生产、制造、出售或设计。卖方不得生产、出售或交付相同商品给买方以外的第三方（包括因有缺陷而被拒收商品或超出运送额的商品）。

34.19 Supplier Obligations The Supplier will at its expense:

卖方的义务 卖方应自行支付以下费用：

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- (a) Maintain the Tooling, including its repair or replacement, in the condition necessary to produce the Goods in accordance with the terms of the Production Purchase Contract and be responsible for all wear and tear, excluding normal wear and tear for Returnable Containers and Other Bailed Property;
维护模具，包括修理或替换，以保持根据生产采购合同的规定生产商品所需的状态，并承担所有损耗，不包括可回收容器和其他买方托管商品的正常损耗；
- (b) Properly house the Tooling, Returnable Containers and Other Bailed Property and insure them against loss or damage, even if it occurs despite Supplier's exercise of due care;
合理安置模具、可回收容器和其他托管财产，并确保其不遗失或损坏，即使卖方已履行适当谨慎义务；
- (c) Comply with the Tooling Web-Guide, including prominently marking the Tooling as the property of the Buyer and with the part number; and
遵守模具网络指南，包括在模具上做显著标记，显示其为买方的财产，并标明零件编号；
- (d) Refrain from commingling the Tooling, Returnable Containers, and Other Bailed Property with property owned by the Supplier or a third party.
采取措施避免模具、可回收容器和其他托管财产与卖方或第三方拥有的财产相混合。

34.20 Relocation of Tooling the Supplier must obtain the Buyer's prior consent in a Written Notice before moving the Tooling to another location of the Supplier or a third party. Prior consent will not, however, be required in the following situations: (a) the Supplier, its toolmakers and subcontractors may relocate the Tooling in an emergency, and the Supplier will promptly notify the Buyer in a Written Notice of the new location, and (b) the Supplier, its toolmakers and subcontractors may also relocate the Tooling without prior notice for not more than 2 business days for the sole purpose of cleaning and performing routine maintenance unless the Buyer has previously notified the Supplier it may not do so.

模具的转移 卖方将模具转移到卖方或第三方的其他位置时，应事先获得买方的书面同意。但在下列情况下，卖方不必获得买方的事先同意：(a) 卖方、其模具制造者和分包商在发生紧急事件时转移模具，但卖方应立即向买方发出书面通知，告知新地址，和(b) 卖方、其模具制造者和分包商为进行不超过两个工作日的清理和执行日常维护工作而转移模具，无需事先通知，但买方此前已通知卖方禁止转移的除外。

34.21 Return of Tooling the Buyer requests, the Supplier will return the Tooling, Returnable Containers, or Other Bailed Property to the Buyer at the Supplier's plant or other location specified by the Buyer. The Supplier is responsible for labour and other costs of dismounting, dismantling, and staging the Tooling for removal. The Supplier will cooperate with the Buyer in removing the Tooling from the location of the Supplier or subcontractor.

返还模具 经买方要求，卖方应将位于卖方工厂或买方指定的其他位置的模具、可回收容器或其他托管财产返还给买方。卖方应承担为移除目的而拆卸、分解模具和分段运输所耗费的劳力和其他费用。卖方应配合买方将模具移出卖方或分包商的场所。

34.22 Disposition of Tooling The Supplier may send a Written Notice requesting the Buyer to either accept the return of the Tooling or permit its disposal by the Supplier in accordance with terms to be negotiated in good faith in the following circumstances:

模具处置 在下列情形下，卖方有权向买方发出书面通知，要求买方接受归还的模具，或准许卖方根据双方诚意协商确定的方式处理模具：

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(a) The Supplier continues to provide Service Parts or Component Parts after the period required in Section 33.09, but there have not been any Releases for the Service Parts or Component Parts for at least two years; or

卖方在第33.09条要求的期限后继续提供维修配件或零部件，但买方至少已有两年时间没有发布任何维修配件或零部件的发货通知；或

(b) The Supplier elects to discontinue the supply of Service Parts or Component Parts under Section 33.10, and the Buyer fails to instruct the Supplier about the disposition of the Tooling.

根据第33.10条的规定，卖方选择中止供应维修配件或零部件，但买方未就如何处置模具向卖方作任何指示。

34.23 Technical Information Relating to Tooling In the event the Supplier fails to comply with any of the requirements of the Purchase Contract, and the Buyer determines that it is necessary to either take possession of the Tooling or have it relocated, the Supplier will provide the Buyer or its Related Companies with any Technical Information for the Tooling requested by the Buyer or any of its Related Companies that is required for the relocation, installation, assembly, maintenance, or use of the Tooling. Any such Technical Information that is also Supplier Confidential Information will be handled in accordance with Section 17.

模具相关的技术信息 如果卖方未能遵守采购合同中的任何要求，买方决定必须获得模具或转移模具的位置，则卖方应向买方或买方关联公司提供关于模具的任何技术信息，以转移、安装、装配、维护或使用模具。属于卖方保密信息的任何此等技术信息应按照第17条的规定处理。

SECTION 35. COMPLIANCE WITH LAWS

遵守法律

35.01 General Obligations the Supplier will comply with all Government Requirements that may apply to the design, production, sale, or distribution of the Goods. A Government Requirement includes any law or requirement of a Government, including those that apply to new motor vehicles in general or specific components installed in them. These requirements include export controls, emissions control, safety, hazardous materials, conflict minerals, recycling, and end-of-life disposal. A Government Requirement may include specific warranty periods or terms of coverage, or a period of time during which the Buyer may be required to conduct a Field Service Action as defined in Section 23.02. The term Government refers to an entity that claims a right to investigate or regulate the Goods, the vehicles into which the Goods may be installed, the Buyer, the Supplier, or any of their Related Companies. The term Government includes the United Kingdom Vehicle and Operator Services Agency, the United States Environmental Protection Agency, the United States National Highway Traffic Safety Administration, the Commission of the European Union and relevant administrative authorities of China.

一般义务 卖方应遵守所有适用于商品设计、生产、出售或分销过程中的所有政府要求。**政府要求**包括政府制定的任何法律或要求，包括适用于一般新型机动车辆或对安装有特定组件的法律和政府要求。此类政府要求包括出口管制、排放控制、安全、危险材料、冲突地区出产的矿产、回收和报废处理。政府要求可包括产品保证期或适用条款、或买方按**要求23.02**条定义的现场维修措施的期限。**政府**一词是指有权对商品、装载商品的

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车辆、买方、卖方或其各自的关联公司进行调查或管理的实体。政府一词包括英国车辆与运营商服务机构、美国环境保护署、美国国道交通安全管理局、欧洲联盟委员会及中国相关政府部门。

35.02 ANTI-BRIBERY AND ANTI-CORRUPTION COMPLIANCE Seller is aware that Chery Jaguar Land Rover Automotive Co., Ltd (“CJLR”) is a joint venture of two automotive manufactures based in the United Kingdom and People’s Republic of China (PRC). Therefore, Seller’s performance and its service providers and vendors must respect and be in full compliance with all relevant anticorruption laws and regulations, including but not limited to (a) the PRC Criminal Law, as amended and interpreted; (b) the UK Bribery Act; c) the US Foreign Corrupt Practices Act (the “FCPA”), and (d) relevant multilateral measures such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the UN Convention Against Corruption. Seller acknowledges and is aware of CJLR’s Anti-Bribery and Anti-Corruption Policy (“Policy”). Accordingly, Seller agrees that in connection with its activities under this contract, neither the Seller, nor any agent, affiliate, employee or other person acting on its behalf has or will offer, promise or give anything of value, nor make any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment, nor authorize the payment or delivery of anything of value to any Government Official or political party in order to obtain or retain business, gain any unfair advantage, influence any act or decision of a Government Official, or induce a Government Official to perform or refrain from performing any act in breach of his/her legal duties.

反贿赂反腐败合规 卖方知晓，奇瑞捷豹路虎汽车有限公司 (“CJLR”) 是一家由英国和中国汽车生产商成立的合资公司。卖方的行为以及卖方的服务提供方和供应商必须尊重并完全遵守所有相关的反腐败法律法规，包括但不限于：(a) 《中华人民共和国刑法》及其所有修正案和解释；(b) 英国反贿赂法案；(c) 美国《反海外腐败法》(FCPA)，以及(d) 相关国际条约，例如《经济合作与发展组织禁止在国际商业交易中贿赂外国公职人员公约》和《联合国反腐败公约》。卖方确认并知晓CJLR的反腐败政策 (“政策”)。因此，卖方同意，对于其在本合同项下的行为，卖方、任何代理、关联公司、员工或者代表卖方行事的任何人均不曾，并且不会为了获得或保留业务，获取任何不公平竞争优势，影响政府官员的任何行为或决定，或是引诱政府官员违反其法律职责履行或不履行任何行为而提出提供、承诺提供或是给予任何政府官员或政党任何有价财物，也不会给予任何政府官员或政党任何贿赂、回扣、报酬、收买金、佣金或其他类似不法款项，并且也不会授权支付或送交任何政府官员或政党任何有价财物。

Knowledge and compliance: The Seller shall ensure that all its officers, employees, agents, advisors, directors, consultants, representatives and business associates who participate in the fulfilment of the Purchase Contracts have sufficient knowledge of the effects and provisions of the Legislation, also agreeing to adopt all requisite measures conducive to have said officers, employees, agents, advisors, directors, consultants, representatives and business associates comply with the letter and spirit of the Legislation and do not carry out any act resulting in any of the Parties being in breach of Legislation, the Policy or provisions of this Section 35.02.

知晓和遵守: 卖方应当保证其所有参与履行采购合同的管理人员、员工、代理人、咨询人、董事、顾问、代表和商业伙伴充分了解法律的规定和效力，同意采取有利于上述管理人员、员工、代理人、咨询人、董事、顾问、代表和商业伙伴遵守法律文字和精神的所有必要措施，并且不从事任何导致任何成员方违反法律，制度，或本35.02条中规定的行为。

Condition of employees, relatives: The Seller acknowledges being familiar with the Legislation, the Policy, and its effects, representing that none of its representatives or those of its affiliates are Government Officials (as defined in the Compliance Policies).

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The Seller represents having informed CJLR in full as to all the family ties between its Representatives or those of its affiliates with Government Officials, and the Seller agrees to notify CJLR with regard to any comparable family ties arising during the effective term hereof.

员工和亲属情况: 卖方承认熟悉法律、政策及其效力, 并且保证卖方的任何代表或其关联公司的代表都不是政府官员 (参见合规政策中的定义)

卖方声明, 已经将其代表或其关联公司代表与政府官员之间的家庭关系向CJLR进行充分披露。卖方同意向CJLR披露采购合同有效期内出现的有关任何同类家庭关系的信息。

No breach of Legislation: The Seller represents that nothing of value received hereunder shall be accepted or used by the same for any purpose such as may constitute a breach of Legislation, the Policy, and the Procedures, and that neither its employees nor its representatives shall conduct any act constituting a breach of Legislation.

The Seller represents it has no intention and shall not request any service, act or omission on the part of CJLR such as could constitute a breach of, or result in any of the Parties being in breach of Legislation.

未违反法律: 卖方声明, 不应接受或使用采购合同项下收到的任何有价财物, 以致于可能违反法律、制度和程序, 并且保证其员工或代表都不应从事任何违反法律的行为。

卖方保证, 其没有意图、也不应要求CJLR提供任何服务, 或采取任何作为或不作为, 以致于可能违反法律或者导致任何成员方违反法律。

Prohibition against incurring in expenses for third parties: The Seller shall not make any direct payments to nor incur obligations on behalf of another entity that is not a party hereto unless it has the prior express consent of the CJLR therefor.

禁止为第三方承担开支: 卖方不应直接向非采购合同成员方的第三方机构支付, 也不应为该第三方承担义务, 除非卖方获得CJLR针对该事项的事先明确许可。

Prohibition against illegal payments or forbidden transactions: The Seller agrees that in connection with its activities under purchase contracts, neither the Seller, nor any agent, affiliate, employee or other person acting on its behalf has or will offer, promise or give anything of value, nor make any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment, nor authorize the payment or delivery of anything of value to any Government Official in order to obtain or retain business, gain any unfair advantage, influence any act or decision of a Government Official, or induce a Government Official to perform or refrain from performing any act in breach of his/her legal duties.

禁止从事非法支付或被禁止交易: 卖方同意, 对于其在采购合同项下的行为, 卖方、任何代理、关联公司、员工或者代表卖方行事的任何人均不曾, 并且不会为了获得或保留业务, 获取任何不公平竞争优势, 影响政府官员的任何行为或决定, 或是引诱政府官员违反其法律职责履行或不履行任何行为而提出提供、承诺提供或是给予任何政府官员任何有价财物, 也不会给予任何政府官员任何贿赂、回扣、报酬、收买金、佣金或其他类似不法款项, 并且也不会授权支付或送交任何政府官员任何有价财物。

Audit rights: No “off the books” or unrecorded funds or accounts shall be created or maintained by the Seller for any purpose, understood as incorrectly identified transactions, non-existent expense records, liabilities records within correct or different identifications or the use of false documents. The Seller shall maintain books, accounts and records that, with a sufficient detail, accurately and clearly reflect its transactions and the disposition of funds paid hereunder.

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审计权利: 卖方不应为任何目的创设或保有任何“未入账”或者未记录的款项或账目，包括错误确认的交易，不存在的支出记录、包含错误或不一致证明的债务记录、或者使用伪造文件。卖方应当保证账簿、账目和记录的内容充分、细致，能准确并且清晰地反映其交易和对按照采购合同支付款项的处理。

CJLR will have the right to audit all relevant invoices and documents existing in relation to the performance of the Purchase Contracts on the part of the Seller to confirm that demands under Legislation are met with regard to the prohibition to maintain “off the books” funds, conducting incorrectly identified transactions, recording non-existent expenses, recording incorrectly identified liabilities or differing from their purpose and using false documents.

CJLR将有权对与卖方履行采购合同有关的所有发票和文件进行审计，以确认有关禁止持有“未入账”款项、进行错误确认交易、记录不存在支出、记录错误确认的债务或违背目的并使用伪造文件的法律要求得到满足。

The Seller will allow, according to the requirements of CJLR and exercising good faith as between the parties, independent audits granting full access to records in relation to the work or service made or product delivered. 在遵照CJLR的要求且各方善意履行的前提下，卖方将允许独立审计使用与完成工作和服务或交付产品有关的全部记录。上述审计应由独立第三方完成。

The Seller shall likewise cooperate in good faith upon any request for investigation conducted by CJLR on the knowledge or any indication regarding performance of payments or Forbidden Transactions or any violation of the Legislation and the Policy.

一旦CJLR知晓或发觉有关履行支付义务或被禁止交易或任何违反法律、制度或程序的行为，并向卖方发出调查请求，卖方应善意地与CJLR进行合作。

Obligation to update/report changes: The Seller assures all its representations and warranties with respect to the compliance of anti-bribery and anti-corruption shall continue being true and correct throughout the duration of the business relationship of the Parties. The fact that Seller does not provide timely information to CJLR regarding changes to the aforesaid presentations or warranties shall be deemed a material breach of contract by the Seller, entitling CJLR to terminate any and all Purchase Contracts immediately without liability.

更新/报告变化的义务: 卖方保证，卖方所有关于反贿赂反腐败合规的声明和保证应在双方业务关系存续期内持续保持真实和正确。如果卖方未能将前述声明或保证事项的变化情况及时通知CJLR，应被视为卖方的重大违约行为，CJLR因此有权立刻解除任何及所有采购合同且不承担任何责任。

Annual compliance certification: CJLR will conduct an annual compliance certification to determine that neither the Seller nor its Representatives have committed any act forbidden by Legislation. If the Seller does not pass this annual certification process, CJLR is authorized to terminate the Purchase Contracts before the expiration date of the Purchase Contracts as outlined in the Purchase Contracts.

年度合规证明: CJLR将每年进行年度合规认证，以决定卖方及其代表未从事任何法律禁止的活动。如果卖方未能通过上述年度认证程序，CJLR有权在采购合同中规定的协议到期日前解除采购合同。

Due Diligence: The Seller and CJLR agree that the Purchase Contract shall only be effective once the Seller passes the Due Diligence process conducted by CJLR as outlined in the Third Party Due Diligence Policy.

尽职调查: 卖方和CJLR同意，仅当卖方通过CJLR实施的第三方尽职调查政策中规定的尽职调查之后，采购合同方才生效。

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SECTION 36. LIQUIDATED DAMAGES

违约赔偿金

36.01 For any violation of Section 15.02 (Parts Branding Directive), Section 15.03 (Other Use of Buyer's Intellectual Property Rights) or Section 34.18 (Restrictions on the Use of Tooling) by the Seller and without prejudice to other remedies that the Buyer may have hereunder, the Supplier shall pay liquidated damages calculated as below to the Buyer:

对卖方违反第15.02条（零件品牌指南）、第15.03条（买方知识产权的其他用途）或第34.18条（模具使用限制）规定的行为，在不限制买方根据本通用条款有权享有的其他救济的前提下，卖方应按照下列方式向买方支付违约赔偿金：

- (a) for the first violation (e.g. first proved unauthorised sale), the liquidated damages shall be 100 times the amount of the sold parts or RMB500,000, whichever the higher;
对第一次违约（如第一次证实的未获授权销售），违约赔偿金应为已售零件总价款的100倍或人民币500,000元，以较高者为准；
- (b) for the second violation, the liquidated damages shall be 200 times the amount of the sold parts or RMB 1,000,000, whichever the higher;
对第二次违约，违约赔偿金应为已售零件总价款的200倍或人民币1,000,000元，以较高者为准；
- (c) For the third violation, the liquidated damages shall be 300 times the amount of the sold parts or RMB2,500,000, whichever the higher .
对第三次违约，违约赔偿金应为已售零件总价款的300倍或人民币2,500,000元，以较高者为准。

36.02 The Buyer shall be entitled to deduct the amount of the liquidated damages from any payables to the Supplier. The Buyer reserves the right to take legal actions in accordance with the Global Terms and Conditions.

买方有权从应向卖方支付的任何款项中扣除违约金的总额。买方有权根据总条款和条件的规定提起法律诉讼。

36.03 The Supplier hereby agrees that in case of any such legal actions brought by the Buyer, the Buyer shall have the right to apply to the court for property attachment, regardless of whether the above liquidated damages have been fully paid or deducted.

卖方特此同意，在买方提起的任何此类法律诉讼中，买方均有权向法院申请财产保全，无论上述违约金是否已全额支付或扣除。

SECTION 37. BASIC WORKING CONDITIONS, EMPLOYMENT STATUS AND CODE OF CONDUCT

基本工作条件、就业状况与行为规范

37.01 **Basic Working Conditions** When the Supplier performs work on the Goods or their component parts, the Supplier will not: (a) use forced labour, regardless of its form; (b) employ any person below the age of 15,

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unless it is part of a Government approved job training, apprenticeship or other programme that would be clearly beneficial to its participants; or (c) engage in physically abusive disciplinary practices.

基本工作条件 当卖方在生产商品或零部件时，卖方不得：(a)使用任何形式的劳役；(b)雇用15岁以下的任何人员，除非其属于政府批准的职业培训、学徒制或其他明显有利于参与人的项目的组成部分；或(c)对员工采取体罚措施。

37.02 Subcontractors If the Supplier retains subcontractors to perform work on the Goods or their component parts, the Supplier will use only subcontractors that will adhere to the requirements of Section 36.01. The Supplier will monitor the subcontractor's compliance.

分包商 如果卖方聘请分包商生产商品或零部件时，其仅能聘请遵守第37.01条规定要求的分包商。卖方应监督分包商的执行情况。

37.03 Adoption of Code the Buyer has adopted a **Code of Basic Working Conditions** that includes the requirements of Section 37.01 and other work-place practices. The Code applies to all of the Buyer's operations. The Code can be found via the Social Responsibility Web-Guide or by contacting the Buyer directly. The Supplier is encouraged to adopt and enforce a similar code of practice and to have its subcontractors do so.

规范的采用 买方采用包含第37.01条所述规定和其他工作场所惯例在内的**基本工作条件守则**。该规范适用于买方的所有业务。规范可通过网络指南或直接联系买方获得。买方鼓励卖方采用、执行类似的工作法规，并促使其分包商也同样执行。

37.04 Certification of Compliance The Supplier represents when it delivers the Goods that it has complied with the requirements of Section 35, Section 37.01 and Section 37.02. The Buyer may retain an independent third party, or request the Supplier to retain one reasonably acceptable to the Buyer, to: (a) audit the Supplier's compliance with the requirements of Section 37; and (b) provide the Supplier and the Buyer with written certification of the Supplier's compliance, including areas for potential improvement.

合规证明 卖方在交付商品时应表明其已遵守第35条、第37.01条和第37.02条的要求。买方有权聘请独立第三方，或要求卖方聘请令买方合理接受的独立第三方，以：(a)审核卖方是否遵守第37条规定；及(b)向卖方和买方提供卖方合规情况的书面证明，包括有待改进的方面。

37.05 Cost of Audit the Supplier will bear the cost of any third-party audit and certification under Section 37.04, regardless of which party retained the auditor. The Buyer, at its option, may accept an audit or certification by the Supplier in lieu of a third-party certification.

审核费用 卖方应承担任何第三方根据第37.04条进行审核和证明的费用，无论审核人员由何方聘请。买方可自主决定接受卖方的审核或提供的证明，以代替第三方证明。

37.06 Temporary Assignment of Employees The temporary assignment of employees of one party to the facilities operated by the other party will not affect the status or change the employment relationship of the assigned employees.

员工临时派遣 临时派遣员工至另一方管理的设施工作并不影响被派遣员工的身份或改变其雇佣关系。

37.07 Buyer's Code of Conduct The Supplier will have regard to the principles contained in the Buyer's **Code of Conduct** (as amended from time to time) when interacting with the Buyer's employees and workers and

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will not knowingly incite any such employee or worker to contravene such Code of Conduct. The Code of Conduct can be obtained by contacting the Buyer directly

买方的行为规范 卖方应在与买方的雇员和员工合作过程中，注意买方的**行为规范**（随时修订）中所包含的准则，不得故意煽动任何此类雇员或员工违反此类行为规范。行为规范可通过联系买方直接获得。

SECTION 38. PROTECTION OF SUPPLY

供应保障

38.01 Notice to the Buyer the Supplier will provide the Buyer with Written Notice (a) at least 30 days in advance of the expiration of any labor contract or (b) concerning any potential labour dispute involving the Supplier that could affect the Buyer's operations or the supply of the Goods under the Production Purchase Contract
通知买方 (a)卖方应就以下事项向买方发出书面通知：任何劳动合同终止之前至少30日，或(b)卖方中有关可能影响买方运营或生产采购合同规定的商品供应的任何潜在劳资纠纷。

38.02 Plan to Avoid Disruption Upon the Buyer's request, the Supplier will provide the Buyer with its plan to avoid adversely affecting the Buyer's operations or to ensure that the Buyer's requirements for the Goods will be met without disruption for at least a 30-day period after the expiration of the labour contract or the commencement of a labour dispute affecting the Supplier. The Supplier will keep the Buyer informed of any changes to the plan, its implementation and the Supplier's efforts to resolve the labour dispute. The Buyer's obligations to treat information provided by the Supplier under this Section 38.02 as confidential are described in Section 17.

避免中断的计划 据买方要求，卖方应向买方提供其计划，避免对买方运营造成不利影响或确保劳动合同到期或影响卖方的劳动争议开始后至少30日内仍能满足买方商品要求。卖方确保买方随时知悉计划的任何变更、计划实施情况和卖方为解决劳动争议所做出的努力。买方应对卖方依照本第38.02条提供的信息进行保密措施的义务按第17条执行。

38.03 Business Continuity Plan Upon the Buyer's request, the Supplier will provide the Buyer with a copy of its up-to-date business continuity/disaster recovery plan, covering matters such as alternative production capability, back-up and recovery of IT systems and data related to the Goods and/or Tooling. The plan shall be tested regularly and appropriate amendments made in light of the results of such tests.

业务持续计划 按买方要求，卖方应向买方提供一份其最新的业务持续/灾难恢复计划，其涵盖事项如可替代生产能力及与商品和/或模具相关的信息技术系统的数据备份和恢复。卖方应定期测试该等计划，并根据测试结果做出适当修正。

SECTION 39. RESOLVING DISPUTES

争议解决

39.01 Negotiation In the event of a dispute between the parties arising from or in connection with the Purchase Contract, the one raising the matter in dispute will notify the other in a Written Notice describing in sufficient

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detail the nature of the dispute. Each party will then appoint one or more representatives to resolve the dispute. These representatives will promptly meet and negotiate in good faith to reach a fair and equitable settlement. At the end of 60 days, if no settlement has been reached, either party may end discussions and declare an impasse. **谈判** 如双方发生与采购合同引起或相关的争议，提出争议事项的一方应以书面通知告知对方，向对方详细通报争议性质。各方应指定一名或多名代表解决争议。各代表应立即会面并诚意协商，以达成公平和公正的解决方案。60日期限结束后，如双方仍未能达成一致的解决方案，任何一方均可提出终止讨论，宣布进入僵局。

39.02 Litigation/arbitration If the dispute has not been resolved within 60 days following the declaration of an impasse under Section 39.01; provided the Seller is a Chinese company, either party will initiate litigation at the court where the Buyer's legal address is located. If the Seller is a company incorporated outside of P.R.C.: The dispute shall be submitted to Shanghai International Economic and Trade Arbitration Commission ("Commission") for arbitration at Shanghai, which shall be conducted in accordance with the Commission's Arbitration Rules in effect at the time of applying for arbitration. The Arbitration Rules are deemed to be incorporated by reference into this Article. Three arbitrators shall be selected and the award shall be final and binding with any and all legal costs borne by the losing party.

诉讼/仲裁 如依照第39.01条宣布进入僵局后60日内仍未解决争议：若卖方是中国公司，任何一方应向买方法定地址所在地有管辖权法院提起诉讼。如果卖方是在中国之外注册的公司：争议应提交上海国际经济贸易仲裁委员会（“委员会”）在上海进行仲裁。该仲裁应根据申请仲裁日期当日有效的委员会仲裁规则进行。提及仲裁规则时，该规则视为与本章条款合成一体。选出三位仲裁员，仲裁裁决为终局且具约束力，败方承担所有法律费用。

39.03 Governing law and jurisdiction Any dispute arising from or in connection with the Purchase Contract will be governed by the laws of P.R China without regard to any conflict of law's provisions which may otherwise apply.

适用法律和管辖权 任何因采购合同引起的或与之相关的争议受排除冲突法规则的中华人民共和国法律管辖。

39.04 Effect on Buyer's Rights The dispute resolution processes specified in Sections 39.01 through 39.04 are not preconditions to the exercise by the Buyer of any of its rights or remedies under the Purchase Contract or applicable law, including its rights under Section 11 or Section 23. The Buyer's exercise of its rights will not, however, affect either party's obligations to comply with the requirements of this Section 39.

对买方权利的影响 第39.01条至第39.04条规定的争议解决程序并非买方行使其在采购合同或适用法律下的任何权利或补救措施的前提条件，包括其在第11条或第23条下规定的权利。然而，买方行使其权利并不影响任何一方遵守本第39条规定的义务。

SECTION 40. EXCUSABLE DELAY

可免责的延迟

40.01 Excusable Events Neither the Buyer nor the Supplier will be liable for a delay or failure to perform directly due to an Excusable Event. An Excusable Event is a cause or event beyond the reasonable control of a party that is not attributable to its fault or negligence. Excusable Events may include fire, flood,

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earthquake, and other extreme natural events, acts of God, riots, civil disorders, and war or acts of terrorism whether or not declared as such by a Government. In every case, the failure to perform must be beyond the reasonable control, and not attributable to the fault or negligence, of the party claiming the Excusable Event. Excusable Events do not include the failure to comply with applicable law or to take actions reasonably necessary to schedule performance in anticipation of any customs, export-import, or other Government Requirement of which public notice has been given.

可免责事件 买方或卖方均无须对直接因可免责事件导致的迟误或违约均不承担责任。**可免责事件**指在一方合理控制之外，且并非该方过错或疏忽所为的事由或事件。可免责事件包括火灾、洪水、地震和其他极端自然事件、天灾、暴动、民事骚乱、战争或恐怖行为（无论政府是否宣布）。在各种情况下，违约必须为超出主张可免责事件一方的合理控制，且并非该方过错或疏忽所致。可免责事件不包括违法适用或未对预期的任何报关、进出口或其他已公诸于众的政府要求采取合理必要措施。

40.02 Notice of Excusable Event The party claiming an Excusable Event will provide the other party with Written Notice of its occurrence and its termination as soon as practicable and shall undertake all reasonable steps, at its own cost, to mitigate the effects of the Excusable Event.

可免责事件通知 提出主张免责的一方在可能的情况下，应尽快向对方提供关于事件的发生和终止的书面通知。并承担费用采取所有合理措施减轻该事件带来的影响。

40.03 Work-In-Process In the event of an Excusable Event, the Buyer, at its option, may acquire possession of all finished Goods, work-in-process, and raw materials produced or acquired for the work under the Purchase Contract.

半成品 发生可免责事件时，买方有权获得所有为采购合同中的工作而生产或采办的制成品、半成品和原材料的所有权。

40.04 Right to Substitute and Reduce Quantity The Buyer reserves the right to acquire the Goods elsewhere for the duration of the Excusable Event and for a reasonable time afterwards to minimize production disruptions until the Supplier's facilities are producing the Goods in the quantities required by the Purchase Contract or Releases and to reduce accordingly any quantity of Goods ordered under an outstanding Release.

替代和减量权 买方保留以下权利：在可免责事件持续期间和事件发生后的合理时间内为尽量避免断货而从别处购得商品，直至卖方的设施生产出采购合同或发货通知规定数量的生产商品为止，并相应减少发货通知订购的但尚未交货的商品数量。

40.05 Right to Terminate The Buyer may terminate a Purchase Contract, in whole or in part, upon written Notice to the Supplier if an Excusable Event has occurred resulting in a failure or delay to perform that has lasted for more than one month after the date the Written Notice from the party claiming an Excusable Event is effective (as described in Section 44.02).

终止权 如果主张免责的一方发出的书面通知生效（据第44.02条规定）之后起，导致违约或延误的可免责事件发生并持续一个月以上，买方可以书面通知卖方部分或全部终止采购合同。

SECTION 41. WAIVER OF NONPERFORMANCE

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放弃违约追究

41.01 Waiver of Nonperformance A waiver of nonperformance under the Purchase Contract must be in a Written Notice and will apply only to the specific instance addressed in the waiver and to no other past or future nonperformance.

放弃违约追究 采购合同项下的放弃违约追究必须以书面通知，其仅适用于放弃违约追究声明提出的具体违约，而不适用于其他过去或将来的违约。

SECTION 42. ASSIGNMENTS

转让

42.01 Assignment of Payment by the Supplier The Supplier may assign its right to receive payment from the Buyer. The Supplier will provide the Buyer with reasonable advance Written Notice of any such assignment. The Buyer will use reasonable efforts to effect payment in accordance with the Supplier's assignment provided that the Supplier has provided correct payee details for the Supplier's assignee and the Buyer has sufficient time to amend the Buyer's payment systems to reflect the assignee's details otherwise the Buyer will have no liability to the Supplier or the party to which the payment has been assigned if the Buyer sends payment to an incorrect party following an assignment.

卖方转让付款 卖方可转让从买方处获得付款的权利，卖方应适当地提前向买方提供任何此类转让的书面通知。买方应按照卖方的转让通知，作出合理的努力来实现支付，前提是卖方已经提供了受让人的正确的收款细节以及买方有充分时间修正买方的支付系统已反映受让人细节，否则如买方按转让通知向错误方付款买方不对卖方和受让付款的受让人承担任何责任。

42.02 Indemnification The Supplier will defend, indemnify and hold the Buyer harmless against any claim of non-payment by the assignee in the event the Buyer made payment to the Supplier after receipt of an assignment notice. Any assignment will not affect the validity or enforceability by the Buyer of any of its rights against the Supplier.

偿付 如买方在收到转让通知之后向卖方付款后，对于卖方受让人对于买方的任何未付款的索款要求，卖方应向买方做出偿付，确保买方免于遭受损失。任何转让均不应影响买方对卖方所拥有的任何权利的有效性和可执行性。

42.03 Assignment by the Buyer The Buyer may assign any benefit or duty under the Purchase Contract upon Written Notice to the Supplier unless the Buyer wishes to assign any such benefit or duty to a direct competitor of the Supplier, in which case the Buyer must obtain the Supplier's prior written consent (such consent can not be unreasonably withheld or delayed) to such an assignment.

买方转让 买方向卖方发出书面通知后，可转让采购合同规定的任何权利或义务，但如买方意图向卖方的直接竞争者转让任何该等利益或责任，其必须事先获得卖方就该等转让做出的书面同意（卖方不得不合理拒绝同意或延迟同意）。

42.04 Assignment by the Supplier the Supplier may not assign, subcontract or delegate any of its duties or obligations without obtaining the Buyer's prior written consent. The Supplier will continue to be liable to the Buyer for the performance of all of its obligations following any assignment or delegation, including one for

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which the Supplier has not obtained the consent of the Buyer as required by this Section 42.04. Any consent to an assignment does not include consent to any further assignment by the party to which the Supplier has made the assignment. The Supplier shall ensure that no permitted subcontractor has the right to further subcontract any of the Supplier's duties or obligations.

卖方的转让 未经买方事先书面同意，卖方不得转让、分包或让与其任何义务。卖方应在任何转让或让与之后继续对买方承担履行其全部义务，包括卖方未获得的第42.04条规定的所要求的买方允诺。对转让的任何允诺均不包括对接受卖方转让的受让人进一步转让的允诺。卖方应确保经许可的分包商无权再分包的义务。

SECTION 43. CONTINUING OBLIGATIONS; SEVERABILITY

持续义务；可分割性

43.01 Continuing Obligations The obligations of the Buyer and the Supplier under the following Sections will survive the expiration, non-renewal or termination of the Purchase Contract: 11, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 31, 32, 33, 34, 38 and 43. Other obligations which by its nature shall survive shall survive

持续义务 买方和卖方在下述条款规定的义务在采购合同期满、未续期或终止之后继续有效：第11、15、16、17、19、20、21、22、23、24、25、31、32、33、34、38和43条。根据其性质应该继续有效的其他义务应该继续有效。

43.02 Severability Any term or condition that is declared unlawful or unenforceable by a court of competent jurisdiction will not apply. The unenforceability of any such term or condition will not affect the enforceability of any other term or condition.

可分割性 被有司法管辖权的法院宣布为非法或不可履行的任何条款均不适用。任何此类条款的不可履行性均不影响其他任何条款的可履行性。

SECTION 44. WRITTEN NOTICES

书面通知

44.01 Use of Written Notice A Written Notice is used by the Buyer to provide a required notice or instructions to the Supplier, or to authorise an exception, deviation or waiver of a pre-existing obligation or requirement under the Purchase Contract. A Written Notice is also used by the Supplier to provide any notice to the Buyer that is required to be in writing. In the case of the Buyer, any Written Notice is valid only if chopped by the Buyer or signed by an authorized representative of the Buyer's purchasing activity. A Written Notice may be executed manually or electronically.

书面通知的使用 买方使用书面通知向卖方提供必要的通知或说明，或对采购合同项下的义务或要求授权实行例外、偏离或放弃处理。此外，书面通知也可由卖方使用，以向买方提供要求以书面形式发出的任何通知。就买方而言，任何书面通知仅在买方盖章或买方的采购部门授权代表签字后有效。书面通知可手写签署或以电子形式签署。

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44.02 **How Provided** A Written Notice may be provided by: (a) registered mail; (b) courier service; (c) fax; (d) standard e-mail; or (e) the Buyer's electronic system for communications with its suppliers. A Written Notice using method (a) or (b) is effective as of the date of delivery, and using method (c), (d), or (e) is effective as of the date of transmission.

通知发送 书面通知可通过下述方式发送：(a)挂号信；(b)快递服务；(c)传真；(d)电子邮件；或(e)买方与其卖方进行通讯往来的电子系统。采用(a)项或(b)项所述方式发送的书面通知自送达之日起生效，而采用(c)、(d)或(e)项所述方式发送的书面通知自传送之日起生效。

SECTION 45. NO THIRD-PARTY RIGHTS

无第三方权利

45.01 **No Third-Party Rights** Except as expressly provided in the Global Terms and Conditions, no term, condition or right in or arising under any of the documents or Web-Guides relating to the purchase of the Goods gives or creates any third-party beneficiary rights or any other rights whether in law or equity to any person or entity other than the Buyer, the Supplier and their Related Companies.

无第三方权利 除通用条款与细致中明确规定外，与商品购买相关的任何文件或网络指南中规定的或指南中的条款、条件或权利均不会产生给予或引起除买方、卖方以及二者的关联公司以外的任何个人或实体任何法律规定的第三方受益权或任何其他权利。

SECTION 46. ADVERTISING, PUBLICITY AND NEWS RELEASES

广告、宣传和新闻发布

46.01 **Advertising** All advertising and promotional materials related to the Buyer or the Goods the Supplier sells to the Buyer must be approved in advance in accordance with the Supplier Advertising Web-Guide.

广告 与买方相关或与卖方出售给买方的商品相关的所有广告和促销宣传材料必须根据买方广告网络指南事先获得批准。

46.02 **News Releases** All news releases and other forms of publicity related to the Buyer or the Goods the Supplier sells to the Buyer must be approved in advance in accordance with the **Supplier** News Release & Publicity Web-Guide.

新闻发布 与买方相关或与卖方出售给买方的商品相关的所有新闻发布和其他形式的宣传必须根据买方新闻发布和宣传网络指南事先获得批准。

SECTION 47. CUSTOMS AND EXPORT CONTROLS

海关和出口管制

47.01 **Credits and Refunds.** Transferable credits or benefits associated with or arising from goods purchased under the Purchase Contract, including trade credits, export credits or rights to the refund of duties, taxes or fees, belong to Buyer. Seller will, at its expense, provide all information necessary (including written documentation and electronic transaction records in Buyer-approved formats) to permit Buyer to receive these benefits, credits, or rights. Seller will furthermore, at its expense, provide Buyer with all information,

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documentation, and electronic transaction records relating to the goods necessary for Buyer to fulfill any customs -related obligations, origin marking or labeling requirements and certification or local content reporting requirements, to enable Buyer to claim preferential duty treatment for goods eligible under applicable trade preference regimes, and to make all arrangements that are necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import. Seller will, at its expense, provide Buyer or Buyer's nominated service provider with export documentation to enable the goods to be exported, and obtain all export licenses or authorizations necessary for the export of the goods unless otherwise indicated in the Purchase Contract, in which event Supplier will provide all information as may be necessary to enable Buyer to obtain such licensees or authorization(s).

信贷和退款 与采购合同项下购买的商品相关或因采购合同项下购买的商品引起的可转让信贷或利益属于买方, 包括贸易信贷、出口信贷或获得关税退款、退税或退费的权利。卖方承担费用提供为令买方获得该等利益、信贷或权利所必要的信息(包括书面文件材料和以买方批准的格式保存电子交易记录)。此外, 卖方还应自费向买方提供为使买方履行任何与海关相关的义务、符合来源标记或标签要求和证明或本地含量报告要求所必要的信息、文件材料和电子交易记录, 以便买方主张对其符合相应贸易优惠制度条件的商品实行优惠关税待遇, 并做出为使该等商品受进口国任何关税迟付或自由贸易区计划的保护所必要的安排。卖方应自费向买方或买方任命的服务提供商提供出口商品所需的出口单证, 并获得为出口商品所必要的出口许可或授权, 但采购合同中另有说明的除外, 此种情况下卖方应提供所有必要信息, 以令买方获得该等许可或授权。

SECTION 48. MISCELLANEOUS MATTERS

其他事宜

48.01 Convenience Only The Table of Contents, Index of Defined or Referenced Terms, headings and captions are provided for convenience only and do not create or affect any substantive rights. Examples are provided for illustrative purposes only.

仅为便利 目录、术语定义或参考索引、标题和题注仅为便利目的而设, 并不形成或影响任何实体权利。示例的提供仅用于说明目的。

48.02 Construction No provision may be construed against the Buyer as the drafting party. The term "including" means "including without limitation." The term "days" means calendar days. The term "document" means a document in paper or electronic form.

解释 任何条款均不得作出不利于作为起草方买方的解释。术语“包括”指“包括但不限于”。术语“日”指“日历日”。术语“文件”指纸质或电子文件。

48.03 Execution This document shall be effective upon stamping of company chop or contract chop of the Parties except: if the Seller is a company incorporated outside of P.R.C., its stamping shall be replaced by the signature of general manager or equivalent as the duly authorized representative. To avoid any doubt, the act of signature by general manager or equivalent not duly authorized shall be a fraud.

签署 本文件双方盖公司章或合同章即生效, 例外情况: 若卖方为在中国境外设立的公司, 盖章将由作为合法授权代表的总经理或等同职位人员签字取代。为避免疑义, 总经理或同等职位人员未经合法授权签字行为将是欺诈。

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*****END OF DOCUMENT*****

*****文件结尾*****

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奇瑞捷豹路虎汽车有限公司
 Chery Jaguar Land Rover Automotive Co., Ltd.

盖章CHOP

若卖方为中国公司 **If the Seller is a Chinese company:**

公司名称:
Name of the company: [.....]

盖章CHOP

若卖方为外国公司 **If the Seller is a company incorporated outside of P.R.C.:**

授权签署
Duly authorized for and on behalf of

公司名称: [.....]
Name of the company: [.....]

Acting by: [.....]

姓名 **Name:** [.....]
 职务 **Position:** 总经理或等同职位人员 **general manager or equivalent**
 签字 **Signature:**

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附件1. Annex1.

修订历史 Revision History:

版本号 Version	修订日期 Date of Revision	修订内容 Changes from Previous
V1	2013-01-01	初版发布 Initial Release
V2	2013-07-18	取消奇瑞捷豹路虎采购部VP/EVP签署要求 Canceled CJLR purchasing VP/EVP signature requirement
V3	2014-08-28	条款39.02 “中国国际经济贸易仲裁委员会上海分会” 改为 为上海国际经济贸易仲裁委员会 Clause 39.02“ China International Economic and Trade Arbitration Commission Shanghai Sub-commission “change to “Shanghai International Economic and Trade Arbitration”
V4	2015-06-01	1) 条款4.05变更为:买方随时可能对新发布的网络指南及补充条款和条件做修订 (含发布新的网络指南和补充条款和条件) Clause 4.05 change to : Buyer may make revision for web guide or supplemental terms and conditions (including release of new Web-Guides and Supplemental Terms and Conditions) 2) 删除V3版本48.04条款中 “ “若英文版本和中文版本有冲突, 以英文版本为准” 英Delete V3 clause 48.04" in case of any conflict between English version and Chinese version, English version shall prevail.
V5	2016-04-20	修复了格式的错误问题 Fix a format bug
V6	2016-05-25	增加 35.02 “反贿赂反腐败合规条款” Add clause 35.02 “ANTI-BRIBERY AND ANTI-CORRUPTION COMPLIANCE”